



भारत हेवी इलेक्ट्रिकल्स लिमिटेड  
Bharat Heavy Electricals Limited

Corporate Office: BHEL House,  
Siri Fort, New Delhi-110049  
Tele No. 011- 66337401

### एकल निविदा / SINGLE TENDER

To,  
ANJALI CATERERS & ASSOCIATES  
457 PRATAP VIHAR, KHODA COLONY,  
GHAZIABAD, UTTAR PAREDSH-201005  
Sir/Madam,

**Bharat Heavy Electricals Limited**, (a Public Sector Enterprise), having its Corporate & Registered Office at BHEL House, Siri Fort, New Delhi-110049 invites offer in sealed cover under SINGLE part bid system (Part-I: Techno commercial Part and Price Part) from the competent Agency/Service Provider/Contractor for “Arranging the Disbursement of Outstanding Wages for workforce deployed under Catering and Housekeeping Services Contract at CLD, Covering the Period from January 2023 to June 2023 on job contract basis” as per detailed scope of services mentioned in Section-III.

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

### SCHEDULE TO TENDER

1.	Tender Reference No.	AA: GAX:24:CS:101
2.	Date of Issue of Tender:	08-11-2024
3.	Tender Title:	Arranging the Disbursement of Outstanding Wages for workforce deployed under Catering and Housekeeping Services Contract at CLD, Covering the Period from January 2023 to June 2023
4.	Name of Establishment where works/services is to be carried out:	BHEL, Corporate Learning and Development, Human Resource Development Institute, Plot No. 25, Sector 16A, NOIDA (U.P)-201301
5.	Last date/ time for receipt of tender:	12-11-2024 by 03:00 PM
6.	Date/ time of opening of (Part-I):	12-11-2024 at 03:30 PM
7.	Place of Submission of Tender / Bid:	Tender box placed at the reception of Corporate Office, BHEL House, New Delhi-110049
8.	Tender will be opened at:	Corporate Office, BHEL House, Siri Fort
9.	Minimum Validity of tender offer:	60 days from the due date of submission of offer
10.	Duration of Contract:	45 days
11.	Scope of Work:	Arranging the Disbursement of Outstanding Wages for workforce deployed under Catering and Housekeeping Services Contract at CLD, Covering the Period from January 2023 to June 2023

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. Bidder 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.

Thanking you,

मीना ठाकरान / MEENA THAKRAN  
प्रबंधक / Manager  
For & on behalf of  
Bharat Heavy Electricals Ltd.  
कोर्पोरेट प्रशासन एवं आईएसएमजी / Corporate Admin & ISMG  
भारत हेवी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Limited  
बी.एच.ई.एल हाउस, सीरी फोर्ट, नई दिल्ली-110049 / BHEL House, Siri Fort, New Delhi-110049  
नई दिल्ली- 110049 / New Delhi-110049  
Manager (HR-GAX & ISMG)

No. 011-6633 7401/9625062397; e-mail: meenat@bhel.in

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 मीना ठाकरान / MEENA THAKRAN  
 प्रबंधक / Manager  
 कॉर्पोरेट प्रशासन एवं आई.एस.एम.जी. / Corporate Admin. & ISMG  
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**SECTION-I**  
**GENERAL CONDITIONS OF TENDER**

**1. GENERAL INSTRUCTION TO BIDDERS**

**1.1. SUBMISSION 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 with forwarding letter and duly signed & stamped as mentioned above.
- 1.1.4. **COMMUNICATION & CORRESPONDENCE:** Bidder 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.
- 1.1.5. All entries in the tender documents should be in one ink.
- 1.1.6. 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.
- 1.1.7. 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. Bidder must submit the bid as per instructions in the NIT i.e. bid shall be strictly in accordance with the tender specifications.

- 1.2.2. Bid 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 bid



received after the specified time of their submission is to be treated as 'Late Bid' and shall not be considered under any circumstances.

- 1.2.3. **SITE VISIT:** Before submission of Offer, the bidder is advised to inspect the site of work and the environments and be well acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour, means of transport and access to site, accommodation, etc. Visit shall be made on any working day between 09:00AM to 05:30PM 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.

**Contact Person:** Prateek Singh, Manager (Admn. /CLD)

**Contact Address:** Corporate Learning and Development (CLD),  
Human Resource Development Institute (HRDI), NOIDA, U.P. 201301

**E-mail:** [prateeksingh@bhel.in](mailto:prateeksingh@bhel.in)

**Mobile No.:** 98184 44325

### 1.3. **TENDER OPENING:**

- 1.3.1. Tender shall be opened on appointed date & time (or the extended date/ time, if any) by representatives of Contracting deptt. and Finance deptt. Bid may be opened earlier if received before due date/ time. The last day of submission (or the extended date of submission) and the opening date of tender shall be same. Bidder shall note that if the date of tender opening given in the Tender Document is declared an Off / Holiday by BHEL, then the next working day shall be considered as the last date of submission & opening of bid up to the time specified.

- 1.4. **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.

### 1.5. **LANGUAGE**

- 1.5.1. The bidder shall quote the "RATES/PRICE/PERCENTAGE (%) SERVICE CHARGE" in international numerals ONLY. "RATES/PRICE/PERCENTAGE (%) SERVICE CHARGE" 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. In case service charges (%) quoted is below the minimum workable service charges (%) (i.e. 3% incl. GST/2.54 % excl. GST), the same shall be treated as unresponsive and shall be summarily rejected

- 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 1.6.1 and 1.6.2 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, the bid is liable to be ignored.

#### 1.7. **TENDER PRICES**:

1.7.1. If the "Rate" is not filled up in the Price-bid and is not as per the requirements of the Bidding Documents, then that bid is deemed to be violating the terms of tender and shall not be considered for financial comparison and shall be rejected declaring "unresponsive bid" for violating term and conditions of tender.

1.7.2. Service charges shall be considered up to TWO decimal places only. Digits beyond TWO decimal places shall be ignored and not rounded off.

1.7.3. In case service charges (%) quoted in any bid(s) is below the minimum workable service charges (%) (i.e. 2.54% excl. GST), the same shall be treated as unresponsive and shall be summarily rejected.

1.7.4. While quoting, bidders should consider all cost elements like financing cost, cost of maintenance of accounts, Insurance, Overheads, Profit Margins, cost of any other item under its scope etc. Communication to bidders to this effect should be made to bidders in NIT.

1.7.5. 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**.



- 1.7.6. 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.
- 1.7.7. *The bidder is advised to quote the "Service Charges" in terms of percentage at S. No. b of "Annexure-D" and same shall be payable to bidder.*
- 1.7.8. 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.
- 1.7.9. Lowest "PRICE" 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 quoted price is not the lowest-acceptable price to them inter-alia other reasons.

#### 1.8. APPLICABLE CONTRACTUAL VARIATIONS:

- 1.8.1. Within the validity or any extension of contract thereof, "**Rates / Service Charge**" shall remain **firm** (in terms of percentage) without any escalation / variation for any reason, whatsoever, unless specifically provided herein. Contractor's obligation shall remain unaffected by such escalation / variation.

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.

- 1.9. **VALIDITY OF OFFER:** Offers shall remain valid for **60 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-1.13 in all respects.

#### 1.10. SECURITY DEPOSIT:

- 1.10.1. 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:

- Cash (as permissible under the extant Income Tax Act)
- Local cheque of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
- Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act.

*Meena*  
08/11

मीना ठाकरान / MEENA THAKRAN  
प्रबंधक / Manager

कॉर्पोरेट प्रशासन एवं आईएसएमजी. / Corporate Admin. & ISMG  
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- 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).

1.10.2. **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. The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work.

1.10.3. The security deposit shall not carry any interest.

1.10.4. The validity of Security Deposit shall be initially up to the validity of contract + one month, and the same shall be kept valid by proper renewal till the acceptance of Final Bills of the Contractor, by BHEL.

1.10.5. 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.

1.10.6. **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 01 (one) months from the date of completion of the contract whichever is later, after deducting all expenses / other amounts due to BHEL under the contract.

1.10.7. **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.

*Meena Thakran*  
08/11

मीना ठाकरान / MEENA THAKRAN  
प्रबंधक / Manager

कॉर्पोरेट प्रशासन एवं आईएसएमजी / Corporate Admin. & ISMG  
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नई दिल्ली- 110049 / New Delhi-110049

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.

1.10.8. *Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case 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. Further, if performance security is not submitted till such time first bill become due, the amount of performance security shall be recovered as per terms defined in NIT, from the bills along with due interest.*

### 1.11. REJECTION OF BIDS

- 1.11.1. BHEL reserves the right to accept or reject the bid with or without deviation 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.
- 1.11.2. 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.
- 1.11.3. Unsolicited bids, bid 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.
- 1.11.4. 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.
- 1.11.5. 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.
- 1.11.6. Canvassing in any form in connection with the bids submitted by the Bidder shall make his offer liable to rejection.
- 1.11.7. 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.

*MTHSKan*  
08/11

मीना ठाकरान / MEENA THAKRAN

प्रबंधक / Manager

1.12. 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.

### 1.13 BREACH OF CONTRACT, REMEDIES AND TERMINATION:

- i. In case of breach of contract, 10% of the contract value shall be recovered from the contractor. This 10% of the recovery amount is other than the penalty/LD amount mentioned elsewhere in the contract. In case of breach of contract, wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is at least 10% of the contract value, the same be encashed. In case the value of the security instruments available is less than 10% of the contract value, the balance amount be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, etc. with BHEL) or legal remedies be pursued. The balance scope shall be got done independently without Risk & Cost of the failed supplier/contractor.
- ii. Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the NIT/contract.
- iii. Following cases shall be considered as terms of breach of contract:
  - a) Contractor/ 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
  - b) Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.
  - c) 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.
  - d) Termination of Contract on account of any other reason (s) attributable to Contractor/ Supplier. If at any time the contractor defaults in proceeding with the work with due diligence and continues to do so or commit any default in complying any of the tender terms and conditions even after the notice in writing is given, BHEL may, without prejudice to any other right to remedy which shall have accrued or shall accrue thereafter to BHEL, to terminate the contract by giving 10 days' notice in writing. The notice will be deemed to have been served as and when sent to the address given in the tender.
  - e) Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
  - f) 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.*

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- 1.14 The bid submitted by bidder shall become the property of BHEL who shall be under no obligation to return the same to the bidder.
- 1.15 The Contractor will be responsible for the quality of the work and will immediately rectify the deficiency pointed out in the work performed.
- 1.16 **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.
- 1.17 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.
- 1.18 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.
- 1.19 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.
- 1.20 The Contractor will be responsible for the quality of the job and will immediately rectify the deficiency pointed out in the job performed.
- 1.21 **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;

1.12.1. 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 10 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 10 days from the date of issue of notice, then the Contract may be terminated by BHEL by giving a written communication to the Contractor.

1.12.2. 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.

1.22 **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.

1.23 **TERMINATION OF CONTRACT ON DEATH:** 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.

1.24 **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.

1.25 **SECRECY 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.

*Meena Thakran*  
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**SETTLEMENT OF DISPUTES**

- 1.26 **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.

1.27 **ARBITRATION:**

- 1.27.1 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 .

The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.

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 **NOIDA**.

The cost of arbitration shall be borne as per the award of the Arbitrator.

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.

- 1.27.2 In case of order/contract on Public Sector Enterprises (PSE) or a Govt. Deptt., the following clause shall be applicable: -

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 dated 22.05.2018 as amended.

- 1.28 **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 **NOIDA** 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.

- 1.29 **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.
- 1.30 **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 45 days. However, this Agreement shall be liable for termination earlier by the BHEL at any time by giving minimum 10 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.
- 1.31 **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.
- 1.32 **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.
- 1.33 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.
- 1.34 **DEVIATIONS:** Deviations, if any, may be indicated in format enclosed. Deviation mentioned elsewhere in the offer shall not be considered. BHEL reserves the right to accept or reject the deviation sought. 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.



- 1.35 **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.
- 1.36 The Service Provider shall nominate a coordinator/ Single Point of Contact (SPOC) who shall be responsible for regular interaction with BHEL so that optimal services under contract could be availed without any disruption.
- 1.37 **CONFLICT OF INTEREST AMONG BIDDERS/AGENTS:** "A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:
- a) they have controlling partner (s) in common; or
  - b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
  - c) they have the same legal representative/agent for purposes of this bid; or
  - d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder or
  - e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid or
  - f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:
    1. The principal manufacturer directly or through one Indian agent on his behalf and
    2. Indian/foreign agent on behalf of only one principal;

or
  - g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid or
  - h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business".

*Meena Thakran*  
08/11



**SECTION-II****SPECIAL TERMS & CONDITIONS OF TENDER****2 SPECIAL INSTRUCTION TO BIDDERS:**

- 2.1 STATUTORY OBLIGATIONS / COMPLIANCES / REQUIREMENTS:** Contractor shall comply with all the statutory requirements, rules, regulations, notifications in relation to scope of work defined in NIT. The Contractor shall duly comply with all Acts, Laws, or other Statutory rules, regulations, bye-laws applicable or which might be applicable to Uttar Pradesh (U.P.) regard to the work to be performed as per NIT and the amendments made thereafter to these 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 work to be performed as per NIT. Contractor wherever applicable shall maintain proper records prescribed by the relevant act law.
- 2.2** 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.
- 2.3 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 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.
- 2.4** 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.
- 2.5 MODE and TIME FOR PAYMENT OF WAGES:** The Contractor shall make the disbursement of wages to all the workforce in a suitable applicable mode (**primarily by electronic mode**) but strictly not in cash and inform BHEL electronically the amounts so paid along with their respective mode of transaction. The contractor shall adopt & promote digital payments (NEFT/RTGS) as these are transparent, less time consuming, user-friendly & convenient mode of payment. Opening of bank account or making the payment of wages in their existing /new bank account is the responsibility of Contractor itself. All wages shall be paid in current coin or currency or in both. Attendance details of previous contractor's workers shall be provided by BHEL.
- 2.6 BONUS:** If payable then same needs to be paid 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. Payment against Min. Bonus shall be made to the contractor when the contractor submits proof of such payment.

2.7 The Contractor shall comply with the provisions of the Payment of Wages Act, 1936 and the rules made there-under in respect of all workforce.

2.8 **EPF:** The Contractor shall comply with the provisions of Employees Provident Fund Scheme, 1952; 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.

2.9 **ESI:** The contractor shall strictly comply with the provision of Employees' State Insurance Act-1948 (to the extent as may be applicable, if any).

2.10 **WORKING TIME & NATURE OF SERVICES:** The contractor shall perform all the job / services as details mentioned in Section-III.

2.11 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.

2.12 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.

2.13 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.

2.14 **DISCLAIMER:** While every care has been taken to ensure that the contents (w.r.t. Statutory Obligations / Compliances) of this tender document are accurate and up to date. In case of any conflict between the statutory provisions stipulated in this tender document and in the original source such as applicable Acts or the prevailing Laws / rules, the statutory provisions contained in the extant law/rule and the original instructions shall prevail.

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**SECTION-III**  
**JOBS / SERVICES REQUIRED (Scope of Work)**

**Background:** There has been an event of termination of a contract by BHEL due to the contractor's failure to comply with both contractual and statutory obligations. Following this termination, there is an urgent need to address the issue of unpaid wages for the period from January 2023 to June 2023. To resolve this matter, BHEL will engage an agency to manage the disbursement of these outstanding wages under the original contract which was terminated.

**BHEL's Scope** • To facilitate this process, BHEL will provide the necessary documentation, which includes:

- o Summarized attendance sheets, including leave records from the previous contractor.

- o Copies of the attendance register, detailing the manpower utilized under the aforementioned contract during the specified period as per the records of the previous contractor.

- As per actuals, BHEL will reimburse Wages including any additional liabilities that arise due to delayed submission of statutory dues such as Provident Fund (PF), Employee's State Insurance (ESI), etc.

- For the services provided, BHEL agrees to pay service charges on the total amount (including service charges) for the unpaid workforce wages for the period from January 2023 to June 2023. This includes any additional liabilities that may arise due to delayed submissions of statutory dues such as PF, ESI, etc.

**Contractor's Scope:**

- All payments to the contractor's workforce (engaged for deployment under the original contract) shall be as per WAGE PAYMENT STRUCTURE details enumerated in Annexure 4.1 which is wage structure applicable as per the original Work order under which the given contract workers provided the housekeeping & Catering Services);

- Components of wages/statutory payments (i.e., rates of minimum wages, rates of contribution by employer & employee towards EPF and ESI, rates of contribution by employer towards bonus, number of encashable leaves, etc.) are subject to amendments as and when promulgated by respective statutory authorities/appropriate government.

- Mode and Time for Payment of Wages: The contractor shall make the disbursement of wages to all the workforce in a suitable applicable mode (primarily by electronic mode), but strictly not in cash, and inform BHEL electronically of the amounts so paid along with their respective mode of transaction. In case any worker has an inactive bank account, 331663/2024/CO-CLD-HRDI 337 the contractor shall facilitate opening of a bank account or the payment of wages into their existing/new bank account.

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**Annexure -4.1**

S.No.	WAGE COMPONENT (UNSKILLED / SEMI-SKILLED/SKILLED) (Based on wage structure applicable as per the original Work order under which the given contract workers provided housekeeping & Catering Services)
1(a)	Rates of Basic Wage (₹) of Uttar Pradesh for all Scheduled Employment
1(b)	Dearness Allowances (₹) during Jan 2023 to June 2023
1(c)	Rates of Min. Wages (Basic + DA) as on 01/04/2023 of Uttar Pradesh for all Scheduled Employment
1(d)	Additional Cash Component (₹)
1	Monthly Consolidated wages including VDA (₹)
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}
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/-}
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)
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.)
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).
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)
5	Liveries/ Uniform (lump sum) @ ₹ 225/- Per Month
6	Provision against encashment of Privilege leaves/ Earned leaves (15 PL) @1.25 days Per Month
7	Per month category wise wage (₹) (Sub-total of S. No. 1 to S. No. 6)

मीना ठाकरान / MEENA THAKRAN  
प्रबंधक / Manager

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SECTION-IVCOMMERCIAL TERMS & CONDITIONS4. COMMERCIAL TERMS & CONDITIONS:

- 1 Payment shall be made once the services are delivered, and the Service provider submits the invoice for the same. Bill (on monthly basis) completes in all respect along with all the requisite documents submitted by the Contractor will be paid within 30 days of its receipt. 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/document sought by BHEL and settled/submitted by the Contractor.
- 2 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.
- 3 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 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.
- 5 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., clearance of the site & clearance of all the liabilities on Contractors' part. No claim will be entertained after signing the bill.
- 6 Penalty Terms: If payment is not made within the 45 days from the date of award of the Work Order, then:
  - a) 2% of the total service charge for each week of delay attributable to Contractor, with a maximum penalty of 10% of the total service charge.
  - b) The service charge amount shall be the only basis for calculating the penalty amount on the service charge amount.
  - c) The penalty amount will be deductible from the service charge portion only. Payment terms:
- 7 The Contractor shall raise the bill along with all the necessary documents. 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 for whom wage payment has to be made) generated by EPFO /ESI Portal/Authorities, Wage Register (Form B), i.e. the details of payment of wages to Workforce & proof of payments (NEFT/RTGS/Bank Statement etc.), and any other documents sought by BHEL which will be for the purpose of ensuring that Contractor has complied with all the statutory requirements.

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- 8 Contractor also have to give undertaking that not only wages have been disbursed but also they have paid their contribution towards EPF Schemes (with the proof of deposit) and complied with respective Acts (as applicable) in such cases 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.
- 9 On receipt of the bills/invoices along with all the supporting documents, BHEL will verify the bill(s) on the basis of actual attendance of the Records of workforce attendance from the Previous Vendor.

#### 4.1 TAXES & DUTIES:

- 1) Any Statutory variation in the rate of GST, taking place between the Bid Submission by seller and Bid End Date, shall be to the Seller's account. Hence, Seller must ensure that any Statutory variation in the rate of GST till Bid End Date is duly incorporated in the bid submitted by the seller. In case seller fails to incorporate the same in bid, the seller will not be eligible for claiming any change in price due to such Statutory variation.
- 2) Statutory variation in the rate of GST, taking place between the Bid end date and the original / refixed delivery period, shall be to the Buyer's account. For claiming any change in price due to such Statutory variation, the seller shall have to lodge claim before the Buyer providing documentary evidence of change in rate of GST taking place after Bid end date and the date of supply within the original / refixed delivery period along with an undertaking that the provisions of anti-profiteering clause under GST Act have been complied with.
- 3) No increase in price on account of statutory increase in the rate of GST taking place during the period of delivery period extension with liquidated Damages shall be admissible. Nevertheless, the Buyer shall be entitled to the benefit of any decrease in price on account of reduction in GST taking place during extended delivery period.
- 4) The Bill Form / On-line invoice shall be generated by the Seller which may inter-alia include the following confirmations from the Seller:
  - a. Certified that the Goods and Services Tax (GST) charged on this Bill is not more than what is payable under the provision of the relevant Act or the Rules made there under.
  - b. Certified that the goods on which GST has been charged have not been exempted under the GST Act or the rules made there under and the charges on account of GST on these goods are correct under the provisions of that Act or the Rules made there under.

  
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Certified that the Seller is registered with above indicated GSTIN as dealer in the State where in their Billing address is located for the purpose of GST.

- d. The seller shall provide an undertaking that the provisions of antiprofitteering clause under GST Act have been complied with.



- 5) Seller shall comply with all the necessary statutory compliances including but not limited to providing GST invoices or other documentation as per GST Law relating to the supply of Goods or Services, uploading the details of the invoices, payment of taxes, timely filing of valid statutory returns for the tax period in the GST portal etc.

In case the Input Tax Credit of GST is denied or demand is recovered from Buyer on account of any act/ omission of the Seller in this regard, the Seller shall be liable in respect of all claims of tax, penalty and / or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. Buyer shall have the right to recover such amount from any payments due to the Seller or from Performance Security, or any other legal recourse from the said Seller. If any tax is required to be paid by the Seller in pursuance of any demand from tax authorities, on account of Seller's suppression of facts, fraud or wilful misstatement of facts while offering the products or submitting the bids, then the same shall not be passed on to Buyer through debit notes or Invoices or Supplementary Invoices and the seller shall be solely liable for payment of the same.

- 6) 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's unit availing the services.
- 7) BHEL reserves the right to protect its interest against any loss on account of availability of GST credit.
- 8) GSTIN of BHEL will be provided to the Contractor along with the work order.
- 9) Any new/change in statutory levy as and when made applicable by the Government shall become applicable against documentary evidence.
- 10) 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.
- 11) Applicable GST shall also be recoverable from the Contractor in case of LD recovery/penalty on account of breach of terms of contract.

मेना ठाकरान / MEENA THAKRAN  
प्रबंधक / Manager  
कॉर्पोरेट प्रशासन एवं आईएसएमजी / Corporate Admin. & ISMG  
भारत हेवी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Limited  
बी.एच.ई.एल. हाउस, सीरी फोर्ट / BHEL House, Seefort  
नई दिल्ली- 110049 / New Delhi-110049

- 12) 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.

- 13) 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.

मीना ठाकरा / MEENA THAKRA  
प्रबंधक / Manager

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**SECTION-V****Documents required**

- 5.1 The Bidder should have submitted PAN and GST Registration Certificates.
- 5.2 The Bidder should have submitted EPF and ESIC number documents.
- 5.3 Tenderer has to submit the “No Deviation/Acceptance Certificate” i.e. Annexure-A.
- 5.4 Tenderer has to submit the “Declaration Certificate” i.e. Annexure-B.
- 5.5 Annexure-4.1 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.
- 5.6 All forms, formats, annexures including tender document duly signed by the Authorized Signatory.


मीना ठाकरा / MEENA THAKRAN  
प्रबंधक / Manager

भारत भारी इलेक्ट्रिकल्स लिमिटेड / Corporate Admin. & ISMG  
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**SECTION-VI****PROCEDURE FOR SUBMISSION OF TENDER**

- 6.0 The tender is to be submitted in sealed cover **prominently superscripted Tender number** and due date & time as mentioned in the tender enquiry;
- 7.0 **PRICE BID:** The bidder must ensure that Price bid is submitted in the format attached.
- 8.0 Tender submitted by the bidder should strictly be in accordance with the tender terms & condition enclosed herewith.
- 9.0 The Bidder should accept all terms & conditions of the tender. In case the Bidder wants to deviate from the tender conditions, such deviations shall be clearly specified in his tender "No Deviation Certificate" only. If no deviations are given in tender submitted, it will be assumed that the Bidder accepts all terms & conditions of the tender.

  
मेना थकरन / MEENA THAKRAN  
प्रबंधक / Manager  
कॉर्पोरेट प्रशासन एवं आईएसएनजी / Corporate Admin. & ISMG  
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**No Deviation/Acceptance Certificate**  
(To be submitted along with Part-1 Bid)

Notwithstanding anything mentioned in our bid, we hereby accept all the terms & conditions of the above tender. 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.

Or

We hereby accept all terms & conditions of the above tender except the following:  
(Give reference to Clause Nos. of Terms & Conditions which are not acceptable)

1.

2.

3.

4.

5.

Note: Deviations may or may not be accepted by BHEL.

"I \_\_\_\_\_ hereby certify that except the deviations mentioned above, we do not have any other deviations to the tender No. AA: GAX:24: CS: 101, dated 08-11-2024. 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

*Meena*  
मुनीषा ठाकरान / MEENA THAKRAN  
प्रबंधक / Manager  
कॉर्पोरेट एडमिन एवं आईएसएमजी. / Corporate Admin. & ISMG  
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**DECLARATION CERTIFICATE**  
(to be submitted along with Part-1 Bid)

Dear Sir/Ma'am,

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

1. We confirm that bid complies with the total techno-commercial requirements / terms and conditions of the bidding document and subsequent addendum / corrigendum (if any) without any assumptions.
2. I / We do hereby declare that 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. We also commit to adhere BHEL Fraud Prevention Policy, BHEL Guidelines on Suspension of Business Dealings, BHEL Guidelines for Reverse Auction.
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/offer/tender shall be rejected by BHEL without any reference to us.

Thanking you,

Very Truly Yours,

मीना ठाकरान / MEENA THAKRAN  
प्रबंधक / Manager

कॉर्पोरेट प्रशासन एवं आईएसएमजी / Corporate Admin. & ISMG  
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बी.एच.ई.एल हाउस, सीरी फोर्ट / BHEL House, Siri Fort  
नई दिल्ली- 110049 / New Delhi-110049

Signature

With name, Designation & seal of the firm



**E-Banking Mandate Form**  
(To be submitted along with Part-1 Bid)

1. Vendor/customer / Beneficiary Name:
2. Vendor/customer/ Beneficiary Code:
3. Vendor /customer/ Beneficiary Address:
4. Vendor/customer/ Beneficiary 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, declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incompleteness or incorrectness of information given by me as above, I/We would not hold the user institution responsible.

(.....)  
Signature of the Beneficiary

Certified that the particulars furnished above are correct as per the record.

**Bank Stamp**

**Dated**

(.....)  
Signature of the Authorized Officer

मीना थाकरान / MEENA THAKRAN  
प्रबंधक / Manager  
कॉर्पोरेट प्रशासन एवं सुरक्षा/स.एम.जी. / Corporate Admin. & ISMG  
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**ANNEXURE-D**

PRICE-BID				
S. No.	Description of services	Charges/Cost		
1.0	Total Charges/Cost for the unpaid workforce wages for the period from January 2023 to June 2023 Monthly Charges/Cost (including any Liabilities incurred due to delayed submissions of statutory dues, such as Provident Fund (PF), and service charges). The Contractor has to disburse the wages to the workforce as per detailed data related to attendance & all of previous contractor (to be provided by BHEL). Total wages to be paid is mentioned in a1 above. [Excluding Employee State Insurance (ESI)] .	(a1)	Wages to be paid as per details of previous contractor given by BHEL (as mentioned in NIT)	7,16,537
		(a2)	Liabilities incurred due to delayed submissions of statutory dues, such as Provident Fund (PF), excluding Employee State Insurance (ESI)	85,600
		(a)	(a1) + (a2)	8,02,137
		(b)	Contractor's Service Charge (in%):	
		(c)	Service Charge (in Rs.):	(c) = {(b% of a)} To be calculated by BHEL on the basis of % service charge quoted above
		(d)	Total Estimate excluding GST	(d) = (a) + (c) To be calculated by BHEL
		(e)	GST AMOUNT @18% (in Rs.):	(e) = 18%*(d) To be calculated by BHEL
		(f)	Total Estimate including GST	(f) = (d) + (e) To be calculated by BHEL
BHEL will additionally reimburse any liabilities incurred due to delayed submissions of statutory dues, such as Provident Fund (PF), etc., based on actuals.				

Signature  
With name, Designation & seal of the firm

*Meena Thakran*  
08/11/2024  
ठाकरण / MEENA THAKRAN  
प्रबंधक / Manager  
कॉर्पोरेट प्रशासन एवं आईएसएमजी. / Corporate Admin. & ISMG  
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