

**BHARAT HEAVY ELECTRICALS LIMITED
CENTRALIZED HUMAN RESOURCE MANAGEMENT
INDUSTRY SECTOR/TBG/IO
LODHI ROAD, NEW DELHI -110003**



TENDER DOCUMENTS

FOR

**JOB CONTRACT FOR SECRETARIAL SERVICES AT BHEL INTEGRATED OFFICE
COMPLEX, LODHI ROAD, NEW DELHI**

TENDER SPEC. NO.: ID: HR: JOB-CONTRACT: SECRETARIAL: 2012

DATED: 16.08.2012

**BHARAT HEAVY ELECTRICALS LIMITED
CENTRALIZED HUMAN RESOURCE MANAGEMENT
INDUSTRY SECTOR/TBG/IO
LODHI ROAD, NEW DELHI -110003**

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BHARAT HEAVY ELECTRICALS LIMITED
CENTRALIZED HUMAN RESOURCES MANAGEMENT
INDUSTRY SECTOR
LODHI ROAD NEW DELHI 110003

TELEPHONE: -011-41793354, FAX: 011-24367749,
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NOTICE INVITING TENDER

REF.: ID: HR: JOB-CONTRACT: SECRETARIAL: 2012

DATE: 16.08.2012

**SUB: JOB CONTRACT FOR SECRETARIAL SERVICES AT BHEL INTEGRATED OFFICE
COMPLEX, LODHI ROAD, NEW DELHI**

Dear Sirs,

1. Sealed tenders are invited for the following:

NAME OF WORK	DURATION OF CONTRACT	EARNEST MONEY DEPOSIT (Rs.)	TENDER SUBMISSION DATE AND TIME	TENDER OPENING DATE & TIME
Job Contract for Secretarial Services at BHEL Industry Sector, Integrated Office Complex, Lodhi Road, New Delhi	24 months from date of award of the job contract.	Rs. 2,00,000/- (In form of DD or Pay Order)	07.09.2012 15.00 Hrs	07.09.2012 15.30 Hrs.

2. ADDRESS FOR SUBMISSION AND OPENING OF TENDER:

**BHARAT HEAVY ELECTRICALS LIMITED,
H.R.M. DEPARTMENT, INDUSTRY SECTOR
INTEGRATED OFFICE COMPLEX
LODHI ROAD, NEW DELHI -110003
ATTN: Kripa Ram Lehkara, Sr. Manger (HR-RB)**

Phone: 011-41793354, Fax: 011-24367749

E-mail: krl@bhelindustry.com

3. BHEL desires to have a job contract for Secretarial services in the offices of BHEL Industry Sector, Integrated Office Complex, Lodhi Road, New Delhi as per detailed scope of services mentioned in **Annexure – E**
4. Tender Enquiry No. & due date must be legibly super scribed on all the envelopes.
5. Tenders shall be received and opened on the due date and time as mentioned above in the presence of tenderers or their authorized representatives who may like to be present.
6. Tenders shall remain valid for a period of minimum 90 days from the tender opening date.
7. BHEL shall be under no obligation to accept the lowest or any other tender and shall be entitled to accept or reject any tender in part or full without assigning any reason whatsoever.
8. BHEL will not be responsible for the postal delay under any circumstances for non-receipt of Tenders/submission of filled in tender documents by due date & time.
9. Tenders received after due date & time are liable to be rejected.
10. BHEL reserves the right to increase or decrease the quantity upto 40% of contract value at the same rates and terms & conditions of this contract during the currency of the contract.
11. Tender should be submitted along with covering letter of the tenderer and duly signed on each & every page of the tender document, Techno-Commercial Bid and Price Bid etc.
12. Tenderers are requested to go through the scope of services and get fully acquainted with the scope of services required for the said work premises and get their doubts clarified regarding the above job before submitting the Bid.
13. Tenderers must note that any false information / data or any suppression of facts will disqualify them even at a later stage also. The Tenderers will have to deploy trained and efficient work force for the above job contract. In this connection, the tenderer has to maintain a register for their record etc. and made available to BHEL / Statutory authorities as & when needed.
14. The Contractor shall confirm that he shall abide by and is willing to execute the above mentioned services on Job Contract basis strictly in accordance with the terms and conditions of this tender document and the BHEL in turn also agrees to engage the Tenderer accordingly with effect from the date of award by entering into an Agreement.

14.1 Successful tenderer shall have to execute Contract Agreement on a non-Judicial Stamp Paper of ₹100/- at Delhi.

15. **EMD :**

- a) Each tenderer has to deposit **EMD of ₹2,00,000/- (Two lakhs only)** for the above job / services and the same will be in the form of Pay Order or Demand Draft only **in favour of BHEL, payable at New Delhi**. EMD submitted by tenderer will be forfeited if tenderer revokes his tender within validity period or increases his rates.
- b) Each tender shall be accompanied by separate envelope carrying EMD as mentioned above failing which the tender will be rejected.
- c) In case of unsuccessful tenderer, the EMD will be refunded to them after acceptance of award of work by the successful tenderer.

16. **SECURITY DEPOSIT:**

16.1 Upon acceptance of tender, the successful tenderer must deposit the security Deposit before commencement of work. The rate of Security Deposit will be as below :

Work upto Rs. 10 Lakhs	:10%
Above Rs. 10 Lakhs upto Rs.50 Lakhs	:1Lakh + 7.5% of the amount exceeding 10Lakhs.
Above Rs. 50 Lakhs	:Rs. 4 Lakhs + 5% of the amount exceeding Rs. 50 Lakhs

The SD may be deposited in anyone of the following forms given in (i) to (viii)

- i) Cash (as permissible under the Income Tax Act).
- ii) Pay Order, Demand Draft in favour of BHEL
- iii) Local cheques of scheduled banks, subject to realization.
- iv) Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc.
(Certificates should be held in the name of tenderer furnishing the security and duly pledged in favour of BHEL and discharged on the back).
- v) Bank Guarantee from scheduled Banks/Public Financial Institutions as defined in the Companies Act. Bank Guarantee from Cooperative Banks will not be accepted.
- vi) Fixed Deposit receipt issued by scheduled Banks/Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the tenderer , A/C BHEL, duly discharged on the back.

- vii) Security deposit can also be submitted at the rate of 10% from the running bills. However, in such cases at least 50% of the Security Deposit should be submitted before start of the work and the balance 50% may be submitted from the running bills.
- viii) EMD of the successful tenderer can be converted and adjusted against the security deposit.
- ix) The security deposit shall not carry any interest.
- x) Security deposit shall not be refunded to the tenderer except in accordance with the terms of the contract.

Note: 16.1.1 The validity of the Bank Guarantee furnished towards Security Deposit under (v) above shall be up to three months more than the period of completion of work as stipulated in the LOI and the same will be kept valid by proper renewal till the completion of the work.

16.1.2 The BG shall be submitted only through the Banker to AGM (Finance) -IS/TBG/ROD and direct submission by the party will not be accepted. Along with the BG, the Bank shall also furnish a letter of confirmation.

16.1.3 Acceptance of Security Deposit against Sl.No.(iv) and (vi) above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.

16.2 If the value of the work done at any time exceeds the accepted agreement value, Security Deposit shall be correspondingly enhanced and the extra Security Deposit shall be immediately deposited by the contractor or recovered from the payments due to him.

16.3 Failure to deposit the Security Deposit within 15 days from the date of L.O.I. may lead to forfeiture of EMD and cancellation of the award of work.

16.4 If any part to the Security Deposit of the tenderer is held in the form of approved securities, it shall be kept transferred in the name of the BHEL, in such a manner that the same can be realized fully without referring to the tenderer. BHEL shall not be responsible for any depreciation in the value of Security while in BHEL's custody or for any loss of interest thereon.

16.5 BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the tenderer's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of the contract. BHEL reserves the right to set off the Security Deposit, against any claims of any other contracts with BHEL.

16.6 EMD of successful tenderer can be converted into security deposit if desired by the tenderer and balance amount of security deposit will have to be deposited as per clause No. 16(1) (i) to (viii).

16.7 **REFUND OF SECURITY DEPOSIT:** If the tenderer duly performs and completes the work in all respects to the entire satisfaction of BHEL and presents an absolute "No demand certificate" and returns properties belonging to BHEL, taken borrowed or hired by him for carrying out the said works. Security Deposit will be released to the contractor after deducting all costs, expenses and other amounts that are to be paid to BHEL under this contract or other contracts entered into with the tenderer. It may be noted that in no case the Security Deposit shall be refunded/released prior to completion of contract duration.

16.8 No interest shall be payable by BHEL on Security Deposit, EMD or on any money due to the tenderer.

17 **INCOME TAX/SERVICE TAX/WORKS TAX:**

17.1 TDS will be deducted as per the provision of Income Tax Act 1961.

17.2 All taxes (except Service Tax including Educational Cases), WCT under VAT act, duties, charges etc. for execution of the contract shall be borne by the tenderer and shall not be payable extra. Any increase of the same at any stage during execution of the contract shall have to be borne by the tenderer. Quoted price of the tenderer shall be inclusive of all such taxes.

17.3 Service Tax (including Educational Cess) as legally leviable & payable by the tenderer under the provisions of applicable law/act shall be paid by the BHEL as per tenderer's bill. The invoice of the tenderer to bear:

- i) The Service Tax Registration number of the tenderer
- ii) Amount and rate of Service Tax charged

The tenderer shall furnish Service Tax registration certificate covering the services covered under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by tenderer on BHEL for this project.

17.4 As such, tenderer's quoted rates shall be exclusive of Service Tax (including Educational Cess). Any changes in Service Tax rules (by Govt.) shall be complied with.

18. **PRICE BASIS/VARIATIONS :**

The Price quoted for the job will **vary depending on the following:**

- a) Change in Minimum Wages including VDA as notified by Govt. of NCT, Delhi from time to time.
- b) Any changes in the additional Wages fixed by BHEL;
- c) Any changes in PF / ESI contribution of employers portion and any other lawful payable due to changes in Labour Law.
- d) Payment to the contractor will be subject to TDS as per rules in force from time to time.
- e) Any variation due to enactment of any Law/Regulation to the workforce as notified by the state authority.

19. Prices quoted by the tenderers should be **inclusive of all taxes except Service Tax(Reimbursable on actual as per prevailing rates)**

20. **EVALUATION CRITERIA:**

Evaluation of the tender shall be done based upon lowest quoted Service Charges in % (Percentage) of Sl. No. 8 at "Q" against Sl. No. 9 of Annexure-F "Price Format"

21. **VALIDITY OF CONTRACT:**

21.1 The contract will be valid for a **period of Two years** from the date of award of the job contract.

21.2 Once the contract is entered, the agreed sum will not vary on any account what so ever be the reason except for reasons mentioned in Para 18 above.

22. **ACCEPTANCE/REJECTION OF TENDER :**

22.1 BHEL reserves the right to accept or reject any of the tender / all tender with or without deviation or cancel / withdraw the invitation for bid without assigning any reason whatsoever and in such case no tenderer shall have any claim arising out of such action by BHEL.

22.2 After the scrutiny of technical bids all the technically qualified tenderers would be required to attend a meeting for clarifications if any before the opening of price bids.

- 22.3 Tenders should strictly be in accordance with the terms & conditions of the Tenderer enclosed herewith. Any deviations shall be listed out separately. **The Tenderer should accept all terms & conditions of the tender unconditionally.**
- 22.4 **Tenders with deviations from terms and conditions are likely to be rejected.**
- 22.5 Clarifications, if any, of Technical / Commercial nature, can be obtained from the officer to whom the tender is to be submitted at the address here in before mentioned at Clause-2 up to one week before the tender due date.
- 22.6 The onus of getting the reply to the query will be on the tenderer and BHEL shall be in no way responsible for any consequences financial or otherwise due to non-settlement of the same.
- 22.7 The tenderer shall be deemed to have visited the site and studied the specifications and details of job / services to be done in the desired manner and to have acquainted themselves of the conditions prevailing as on date in the respective premises.

Thanking you,

Yours faithfully,
For and on behalf of BHEL,

(Kripa Ram Lehkara)
Sr. Manager (HR-RB)

TO BE FILLED BY TENDERER

Certified that terms & conditions of tender have been read/ complied/ agreed to and each page of tender offer has been initialled and stamped.

(Signature of Tenderer)

Name and Designation of Authorised person (s)
Signing the tender on behalf of the tenderer.

BHARAT HEAVY ELECTRICALS LTD
CENTERALIZED HUMAN RESOURCE DEPARTMENT
INDUSTRY SECTOR
LODHI ROAD, NEW DELHI -110003

PRE-QUALIFYING REQUIREMENT

The minimum Pre- Qualifying Requirements (PQR) of vendor for tender submission shall be as under:

- a) Vendors should have a minimum average annual turnover of **Rs. 36 lacs** for last three financial years ending on 31.03.2012 and should submit balance sheet and Profit & Loss Account for last three years (2009-10 , 2010-11 &2011-12).

AND

- b) Tenderers should have experience of successful execution of similar jobs/services during last seven years ending 30.06.12 should be either of the following:

- i. **Three similar jobs/services costing not less than Rs. 48 lacs each.**

OR

- ii. **Two similar jobs/services costing not less than Rs. 59 lacs each.**

OR

- iii. **One similar job/services costing not less than Rs. 95 lacs each.**

- c) Vendor should have earned profit in at least one year during last three financial years (2009-10, 2010-11 & 2011-12)

NOTE: 1. "Similar job" mentioned in Para (b) above may be considered as:

- (a) Providing Secretarial Services as defined in **Annexure-E**
(b) Services of Secretarial job, Housekeeping, attendant / messenger services, upkeep & maintenance services etc. at

office premises / guest houses / residential townships / hotels/ hospitals/ commercial institutional complex like metro stations/ airports/ factories etc. with any Central Govt. State Govt. / PSUs / Public Limited Company / Private Limited Company.

2. Tenderers must have valid registration no. of **PAN No., ESI Registration No. & Service Tax No./Works Tax No.** at the time of submission of offer.
3. The word "Successful execution" means the bidder should have achieved the criteria Specified in the PQR even if the total contract has not been completed or closed.

PROCEDURE FOR SUBMISSION OF TENDERS

1. The tender is to be submitted as required in two parts in separate sealed covers **prominently superscribed as Part-1 “Techno-commercial Bid” & Part-2 “Price Bid”** and also indicating on each of the covers the tender number and due date and time as mentioned in the tender document. Envelope of Part-1“Techno-commercial Bid” shall contain documents required in PQR and clause 4.0 below and Part-2 “Price Bid” shall contain price bid duly quoted in the **Price format (Annexure-F)**. A third sealed cover shall contain required amount of EMD and shall be super scribed as EMD. These three separate covers 1, 2 and 3 shall together be enclosed in fourth envelope and this sealed cover shall be superscribed with tender number / numbers and due date. Tenders submitted without EMD are liable to be rejected. Check list (enclosed) shall be placed inside the fourth envelope.
2. In the Price Format (**Annexure-F**), tenderers may give their quote in each box where 'Q 'is mentioned for different category. No space where 'Q' is mentioned shall be left blank by the tenderers while submitting the price format along with Techno-commercial bid. In the Price bid envelope proper quoted amount in each box where 'Q' is mentioned shall be submitted.
3. Envelope No. 3 containing EMD will be opened first and after due verification of EMD as per clause No. 15 of NIT, the Part - 1 of the tender will be opened next and evaluated afterwards. Tenderers who qualify in Techno-commercial unpriced Bid (Part – 1) will only be considered for opening of Price Bid (Part – 2). The unsuccessful tenderers will be intimated through email for rejection in the technical bid. BHEL will finalize successful tenderer by opening of sealed price bid. Date of opening of sealed Price Bid will be intimated separately to the Tenderers who qualify in the Techno-Commercial bid.
4. **Documents required:-**

The Tenderers should submit documents in support of possessing Qualifying requirements as under, duly certified and stamped by their authorized signatory:

- a) Copy of **income tax return** of previous three years and **work orders** and/or **completion certificates** in support of the qualifying criteria mentioned at PQR with covering letter / indexing of the same. **Tenderer shall also submit covering letter with calculation of average financial turnover of previous three years and description of jobs executing / executed in support of PQR.**
- b) Balance Sheet, Profit & Loss A/c for last three years (2009-10, 2010-11 & 2011-12) duly certified by authorized Representative/Signatory.

- c) Tenderer has to submit a copy of registration certificate of **PAN No., ESI Registration No. & Service Tax No./Works Tax No.**
- d) Un-priced price bid format duly signed by the tenderer shall be submitted along with Techno-commercial bid by mentioning 'Q' in the column where quote is to be offered by the party in the BOQ.
- e) A copy of tender document duly signed on each and every page shall be submitted along with Techno-commercial bid as a token of unconditional acceptance of all terms & conditions as stipulated in the tender document.
- f) Tenderer has to submit the **No Deviation Certificate & Declaration Certificate** duly signed in the format mentioned in **Annexure - 'A'** & **Annexure - 'B'** respectively.
- g) Tender has to be submitted with contact address and e-mail ID etc. duly filled and signed as placed at **Annexure - C**
- h) Tender has to be submitted with the check List duly filled and signed as placed at **Annexure -D.**
- i) E-Payment details attested by the Banker **(Annexure-G)**
- j) In case of non-submission of any documents as mentioned vide **Sl.No. (a) to (i)** above, the tender is liable for rejection.

TERMS & CONDITIONS OF TENDER

GENERAL TERMS & CONDITIONS

1. BHEL shall have the privity of the contract with the tenderer only and will give instructions to the tenderer and /or to his authorized representative. BHEL will have nothing to do or be concerned with the employment of employees working for the tenderer. The relationship between the tenderer and BHEL will be that of independent entities and nothing herein contained will amount to joint venture, partnership or employee-employer relationship.
2. The swipe card system wherever applicable or an Attendance Register of tenderer's workforce shall be maintained by the concerned Supervisor of the tenderer for physical verification by the Principal Employer and Statutory Authorities.
3. The workforce deployed by the tenderer shall be hail, healthy & medically fit and should not be suffering from any communicable diseases.
4. The tenderer or/and his representative should be available in the office premises to closely monitor the services under the job contract, sort out issues arising in execution of the contract and to ensure proper conduct and discipline by his team of workforce, while performing their duty at BHEL premises.
5. In case, while on duty and during the course of engagement in work premises of the 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 tenderer 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 tenderer shall also be liable for meeting with statutory liabilities like ESI etc. in respect to his workers.
6. The tenderer shall be fully responsible for the timely payment of consolidated wages, VDA, Misc. additional Allowances, Bonus, PF, ESI 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. Tenderer shall also be fully responsible for timely deposit of PF and ESI with the appropriate authority including submission of return of PF & ESI and issue of PF slip issued by the PF Authority. The BHEL shall not be responsible for these payments or any other liability on this account. The tenderer shall also indemnify and compensate the BHEL for any liability incurred by the BHEL, if any, including costs incurred thereon. In that event the nominated officer of the BHEL shall be entitled to recover the amount so paid, from the tenderer, including forfeiture of the Security Deposit; and, if the sum so payable and / the Security Deposit is less than the BHEL's claim, it shall be lawful for the BHEL to recover the balance amount as a debt from the tenderer.

7. Tenderers are requested to go through the scope of services and get fully acquainted with the scope of services required for the said work premises and get their doubts clarified regarding the above job before submitting the tender.
8. Tenderers must note that any false information / data or any suppression of facts will disqualify them even at a later stage also. The tenderer will have to deploy trained and efficient work force for the above job contract. In this connection, the tenderer has to maintain a register for their record etc. and made available to BHEL / Statutory authorities as & when needed.
9. The tenderer shall confirm that he shall abide by and is willing to execute the above mentioned services on Job Contract basis strictly in accordance with the terms and conditions of this tender and the BHEL in turn also agrees to engage the tenderer accordingly with effect from the date of award by entering into an Agreement.
10. All documents submitted by the Tenderer in his tender shall be accompanied with a covering letter giving index interlinking all the documents.

11. **PERFORMANCE & PENALTY:**

- a) The monthly payment becomes payable only if the performance of services has been measured by the tenderer and accepted by BHEL.
- b) Payment will be made by the tenderer to his/her employees on monthly basis **in the presence of a designated employee of BHEL** by 7th of the succeeding month. Payment of bills submitted by tenderer will be made within 15 working days from the date of submission of bills.
- c) The successful tenderer will be responsible for the quality of the job / services and will immediately rectify the deficiency pointed out in the job performed
- d) The penalty will be imposed if the performance achieved by the tenderer is below expected standards. The decision of BHEL work in -charge on the question of penalty will be final and binding.

- e) The contractor shall maintain the daily roster of workers entering in to the premises and should be in position to produce the same as and when required.
- f) The tenderer shall ensure proper conduct and behaviour of the workforce engaged by him in the work premises of the BHEL and shall remove with immediate effect, the engagement of such person(s) who does/do not conduct himself / themselves properly or misbehave(s) with the regular employees / personnel of the BHEL in any place.
- g) Continuation of the contract shall be based on the performance of the Tenderer. The following parameters shall inter-alia be considered while evaluating the performance:

**Timely rendering of services; Quality of works/services;
Compliance with statutory requirements; And
Safety consciousness.**

12. **PAYMENT PROCEDURE:**

- a) The tenderer shall submit monthly bills to HRM, BHEL, Lodhi Road, New Delhi with the following documents for verification and payment:
 - i. Proof of deposition of statutory dues/ contributions like EPF/ESI etc.(with a list of names of individuals/ personnels employed by the contractor and amounts deposited in their accounts)
 - ii. Proof of payment of wages and dues to his personnel for the work completed during the previous month.
 - iii. Performance document . .
 - iv. Copy of the workman & third party Insurance of the employees. (one time submission & subsequent renewal)
- b) The bills are to be addressed to the Head of HR, BHEL, Industry Sector, Lodhi Road, New Delhi.
- c) Payment will be made within 15 days of submission of bills to HR Dept subject to all deductions & adjustments by BHEL as else where provided in these terms and conditions of contract.
- d) Income tax shall be deducted at source at the time of payment to the tenderer in accordance with the provisions of relevant Acts as applicable.

13. MOBILIZATION PERIOD:

Successful tenderer shall be required to mobilize for commencement of services at the specified location within a maximum of 7 days from the date of issue of L O I.

14. LIQUIDATED DAMAGES(LD) & TERMINATION:

- 14.1 If the tenderer fails to provide services within the initial mobilization period (7 days) fixed in the tender and indicated in Work Order or at any time repudiates the contract then BHEL, without prejudice to any other right or remedy available to it under the contract, may at its discretion:-
- a) Recover from the tenderer, liquidated damages and not by way of penalty, a sum of ½ % (half percentage) of monthly value of the contract per week of delay in mobilization, subject to a maximum of 4 weeks. In such a case, BHEL may also terminate the contract and forfeit security deposit if delay extends beyond four weeks.
 - b) Recover from the tenderer as ascertained the amount which BHEL may have to pay to third parties available to it for carrying out the work on behalf of the tenderer at his risk and cost.
- 14.2 In the event of the tenderer's failure to abide by the terms & conditions of the contract, BHEL may arrange for getting the work done through any other agency under intimation to the tenderer. Such decision of BHEL shall be final & binding on the tenderer & the same shall be at the risk and cost of the tenderer.
- 14.3 BHEL reserves the right to terminate the contract or a portion or a part of work thereof and if so desires arrange the work in default by tenderer to be carried out by any other party at the tender's risk and cost.
- 14.4 Where action is taken under clause 20.1, 20.2 & 20.3 mentioned above, tenderer shall be liable for all losses, which BHEL may sustain on this account and in case of repudiation of the contract before expiry of afore said period of completion by the contractor.
- 14.5 An amount of Rs.500/- (Rupees five hundred only) shall be recovered / deducted per day in the event of any delay in making the payment of any wages or dues to the contractual worker by the tenderer i.e. after 07th of subsequent month.
- 14.6 If the tenderer fails to carry out the activities mentioned in the contract, on any day during the contract period, a penalty of Rs.1000/- per day will be charged.
- 14.7 The total of these recoveries under clauses 20.1 to 20.6 shall be limited to maximum 10% of the annualized contract value.

14.8 In the event of any dispute regarding imposition of LD between BHEL and the tenderer the decision of BHEL shall be final and binding.

14.9 If at any time during the period of contract, it is observed by the BHEL or his authorized representative that the services rendered by the tenderer's workforce are not to the satisfaction of the BHEL or any terms of the contract are violated and tenderer does not respond for improvement of the same. In such situation, BHEL reserves the right to terminate the contract with a notice period of one month and may recover the undone cost from his bill or may forfeit the Security Deposit in part or full as the case may be.

14.9.1 The tenderer shall perform the job assignments to the best satisfaction of the BHEL . In case of continued unsatisfactory performance over a period of time by the tenderer, the BHEL shall intimate the same in writing to the tenderer. However, if the performance of the tenderer does not improve even thereafter, then, the BHEL shall have the right to terminate the contract at the tenderer's risk and cost, by giving one month's notice. In addition, the Company shall also have the right to forfeit in full, the Security Deposit deposited by the Contractor.

15. CERTIFICATE OF INDEMNITY:

In case of any dispute, the decision taken by BHEL Management will be final and binding on the successful tenderer. The workforce deployed by the tenderer will have no right or claim for the permanent absorption in BHEL. In this connection, the tenderer have to submit an affidavit as per specimen attached duly signed by all the workforce deployed at BHEL on a stamp paper of ₹100/- duly notarized.

16. FORCE MAJEURE:

The following shall amount to force majeure conditions:-

16.1 Acts of God, Act of any Government, War, Sabotage, Riots, Civil Commotion, Police Action, Revolution, Flood, Fire Cyclone, Earthquake, Epidemic & other similar causes cover which the tenderer has no control.

16.2 If the tenderer suffers delay in the due execution of the contract, due to delays caused by force majeure conditions, as defined above, the agreed time of completion of the work covered by this contract may be extended by a reasonable period of time in consultation and after agreement of BHEL's clients/owner, provided that on the occurrence of any such contingency, the tenderer immediately reports to BHEL in writing the causes of delay. The tenderer shall not be eligible for any compensation on this account.

17. ARBITRATION & GOVERNING LAW:

- 17.1 The contract shall be governed by the law for the time being enforced in the Republic of India. The Civil Court at Delhi having ordinary Original Civil Jurisdiction shall alone have exclusive jurisdiction in regard to all claims in respect of this contract.
- 17.2 All disputes arising in connection with the contract shall be settled by mutual consultation. If no agreement is reached the dispute shall be settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules made there under. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of Industry Sector BHEL.

The award of the arbitrator shall be final and binding on both the parties. The venue of the Arbitration shall be Delhi in India. The award to be given by the arbitration shall be speaking award. All questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of Delhi courts.

- 17.3 The Contractor shall duly comply with all Acts, Laws, or other statutory rules, regulations, bye-laws applicable or which might be applicable to the National Capital Territory of Delhi with regard to the performance of the job / services included herein or concerning this Agreement but not limited to Minimum Wages Act- 1948, Contract Labour (Regulation & Abolition) Act, 1970, Industrial Dispute Act, 1947, Workmen's Compensation Act 1923, Employees' State Insurance Act 1948 (to the extent as may be applicable, if any), Employees' Provident Fund and Misc. Provisions Act, 1952 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. The Contractor shall keep the Company Indemnified against all penalties, claims and liabilities of every kind under or for any violation of such acts, laws or Regulations etc. by him or his workers.
- 17.4 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 tenderer. In that event, the provisions relating to recovery as provided in relevant clauses of the said Act shall be applicable in toto.

- 17.5 This Agreement shall be deemed to have become effective from the forenoon of date of award, with respect to work premise covered under this Agreement and will remain in force for a period of twenty four months which can be further extended on the same terms and conditions on the mutual agreement between the BHEL and the tenderer on satisfactory performance of the Contract as will be decided later. However, this Agreement shall be liable for termination earlier by the BHEL at any time by giving one month's notice to the tenderer without assigning any reason therefore and without prejudice to the rights of the BHEL to recover any money becoming due under this Agreement. In such a case, the tenderer shall not be entitled to any compensation thereof. The tenderer can also terminate the contract with one month notice.
18. **WORKING TIME & NATURE OF SERVICES:** The tenderer shall perform services mentioned in the Scope of Services as detailed in **Annexure - E** on day to day basis on all working days in a week from 9.00 am to 5.30 pm, 8½ Hrs. duty with half an hour lunch break.
- 18.1 BHEL will nominate a Representative (hereinafter called "the Company Representative") from among the Executive / Supervisor of the respective Administration Department.
- 18.2 The tenderer shall visit the work premises of the BHEL covered under this Agreement twice a week minimum during the working hours and meet the company Representative as a matter of routine for maintaining regular contacts and ensuring effective coordination on all related issues of these Agreements.

19. **CHARACTER VERIFICATION AND ANTECEDENCE:**

The tenderer should get the character / antecedence of each and every workmen deployed by them at the job premises, verified by the Police Authorities before engaging and deploying them in our premises. In case the contractor desires to change the manpower deployed by him, due to any reason, the new incumbent should be deployed with the clearance of Work-in-Charge.

SPECIAL CONDITIONS OF THE CONTRACT

A. CONTRACTOR OBLIGATIONS:

1. Tenderer or his authorized representative will be solely entitled to dictate such workers about the manner of carrying out the work as per the prescribed specifications and quality plan.
2. Tenderer to ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience, etc. Police verification of the employee has to be furnished by tenderer. Tenderer shall be fully responsible for theft, burglary, fire or any mischievous deeds by their personnel. Tenderer will engage only such employee who are medically fit and are disciplined and will not employ any person below 18 & beyond 60 years of age.
3. Tenderer should issue appropriate appointment letters to his employees.
4. Tenderer shall provide employment card /Identity cards with photograph duly verified and attested by the Tenderer to his employees. Tenderer to indicate the name of the proprietor/partnership firm/company, place of work, contact number and duration of validity of card.
5. Tenderer will be responsible for the good conduct of his employees. In case of any misconduct/ misbehavior by any employee, the tenderer will replace such employees(s) immediately. Opinion of BHEL will be final and binding on tenderer with respect to the conduct of his employee.
6. Tenderer will ensure that the work is executed through his employees on his rolls and under no circumstances the tenderer will deploy any casual employees to carry out the work **nor shall sub-contract the work without prior written permission.**
7. Tenderer will keep watch on his employees and he will be liable for any pilferage / loss to BHEL, due to acts of omission and commission by his employees. Similarly, liability for any compensation to outsiders on account of any act of omission and commission by the employees deployed by the tenderer shall lie exclusively with him.
8. The tenderer shall be responsible for enforcing all safety regulations as applicable.
9. Tenderer has to ensure that all complaints received will fall under the scope of work mentioned in **Annexure - E** will be carried out on same day and the same will be communicated to work in charge.
10. Tenderer shall be directly responsible for all disputes arising between him and his personnel and keep BHEL indemnified against all loses, damages and claims arising thereof.

11. The Workforce I engaged by the tenderer shall be subject to security check by BHEL security staff while entering/leaving the office.
12. In the event of termination of contract for any reason whatsoever, the tenderer shall withdraw all his employees from the establishment of BHEL. In case tenderer decides to terminate services of his employees, he should settle all terminal dues including retrenchment compensation.
13. In case of a fatal or disabling injury/accident to any person at working sites pertaining to this work, the victim and/or his/her dependents shall be compensated by the tenderer as per statutory requirements. However, if considered necessary, BHEL shall have the right to impose appropriate financial penalty on the tenderer & recover the same from payments due to the tenderer for suitably compensating the victim and/or his/her dependents. Before imposing any such penalty, appropriate enquiry shall be held by BHEL giving opportunity to the tenderer to present his case.
14. In case of any damage to property due to lapse by the tenderer, BHEL shall have the right to recover the cost of such damages from the payments due to the tenderer.

B. STATUTORY LIABILITIES

1. All statutory requirements under minimum wages Act, 1948, payment of wages Act, 1936, Workmen compensation Act 1923, EPF & MP Act 1952, Fatal Accidents Act 1855, Payment of Gratuity Act 1972, and ESI Act 1948. The contract Labor Act (R&A) Act 1970, Payment of Bonus Act 1965, Income Tax Act Service Tax Act and all other applicable Acts shall be complied with by the contractor.

a) **PROVIDENT FUND**: The successful tenderer shall obtain Provident Fund Number from the concerned authorities on award of work and shall strictly comply with the provision of Employees Provident Funds Act. The tenderer shall deposit Employees and Employer Contributions in the designated account with the designated authority every month. The tenderer shall furnish along with each running bill, the challan/receipt for the deposit of provident fund made to RPFCL for the preceding month(s) with detailed calculation sheet of all the work force deployed at BHEL premises and other than BHEL premises which will be used only for tallying / verification that proper PF deposit has been made. Tenderer shall also submit the copy of detailed yearly return submitted to RPFCL of PF deposit for the period of March to February in 01st week of April month. Contractors to provide PF pass book/statement to his employees and ensure payment of PF, ED LI, pension dues under EPF & MP Act, 1952 to the RPFCL.

b) **ESI**: The tenderer shall strictly comply with the provision of Employees State Insurance Act. The tenderer shall issue Latest digital ESI card to all the work force immediately after taking in to their employment. No workforce shall be deployed without the issuance of ESI Card under the contract. The tenderer shall deposit Employees and Employer Contributions in the designated account with the designated authority every month. The tenderer shall furnish along with each running bill, the challan/receipt for the payment towards ESI for the preceding month(s) with detailed calculation sheet of all the work force deployed at BHEL premises and other than BHEL premises which will be used only for tallying / verification that proper ESI deposit has been made. The tenderer shall also submit the copy of detailed half yearly return submitted to ESI for deposit of ESI for the period of April to September in 1st week of month of November & for the period of October to March in 1st week of month of May.

c) **WAGES**: The tenderer shall ensure payment of statutory prescribed minimum wages as applicable from time to time. **However, all payments to the tenderer's workforce shall be as per the terms of contract and as per details enumerated in Annexure -F which shall be made through cheque or direct credit in the bank accounts of its workforce and maintain proper records of their timely disbursement.** These records need to be preserved for a period of at least 3 years and should be made available even after the contract is over for any verification by the statutory authorities /BHEL authorities. The issued cheque will be credited in the account by the 7th of each English month. Any delay on this account shall be subjected to penalty or termination of contract.

d) **BONUS:** The tenderer shall strictly comply with the provision of Bonus Act. The tenderer shall ensure payment of Bonus @ 20% (Range minimum @ 8.33% to Maximum 20% as per PBA 1965) to their workforce during the contract period of 2 years and extended period if any.

e) **LEAVE / HOLIDAYS:** In addition to weekly off and off days as observed by BHEL the tenderer's workforce shall be entitled for leave in each calendar year as admissible under Section 22 of the Delhi Shops and Establishments Act 1954 viz.,

- (i) Privilege Leave for 15 days;
- (ii) Sickness or Casual Leave for 12 days which shall not be accumulated;
- (iii) Further, as a special case, in a calendar year, each person shall also be allowed 3 days "Exigency Leave" which shall not be accumulated.

tenderer may incorporate the cost of 30 days leave accrued in 12 month and reimburse to his worker for unavailed period.

2. Tenderer shall comply with all the statutory requirements, rules, regulations, notifications in relation to employment of his employees which are in force from time to time.
3. Tenderer shall furnish proper returns to the concerned statutory authorities regarding wages /DA, contributions under EPF and MP Act, ESI etc.
4. Tenderer shall be solely responsible for non payment /delayed payment of wages /DA; contributions under EPF and MP Act, ESI act etc.
5. In case the tenderer fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the security deposits/ other dues// running bills under the contract can be utilized by BHEL to discharge the liability of the tenderer.
6. Tenderer shall indemnify BHEL against claims and losses under various Labor Laws, statutes or any civil or criminal law in connection with employees deployed by him.
7. The liability for any compensation on account of injury sustained by an employee of the tenderer will be exclusively that of the tenderer.
8. The tenderer shall ensure Workmen & third-party insurance cover for all his workforce for a sum insured of ₹3.50 Lakhs for each of his workforce.
9. Tenderer should have independent code numbers/ exemptions under EPF & MP Act, 1952 and ESI Act, 1948 and shall cover his employees under the said codes.

10. Payment of bonus under the payment of Bonus Act, Payment of Gratuity under the Gratuity Act and retrenchment compensation under Act will be sole responsibility of the tenderer.
11. Tenderer shall observe Provisions of the Delhi Shops and Establishments Act 1954 in respect of working hours, holidays, rest intervals, leave and overtime to his employees. No work shall be done on second / third shift, overtime, Sunday or on other declared holidays without written permission.
12. In case a tenderer employs women as employees, he will discharge his obligations under law in respect of such women workers including prohibition of engaging them during night hours, prohibition of employing them for more than 9 hours per day, grant of maternity leave as per rules etc.
13. Tenderer should have obtained a Labour license from appropriate Government under Contract Labour (Regulation and Abolition) Act 1970, ESI Act and other relevant legislations.
14. In case of any contradictions under similar clauses of the tender enquiry, the provisions under special conditions of contract shall prevail.
15. During the currency of the contract if any new act/ rule/ guidelines are issued by Government authorities then same has to be followed.

**Tender for Job Contract for Secretarial Services at BHEL Industry Sector,
Integrated Office Complex, Lodhi Road, New Delhi**

No Deviation Certificate

(To be submitted along with Part-1 Bid)

Notwithstanding anything mentioned in our bid, we hereby accept all the terms and conditions of the above tender. We confirm that the offer submitted by us confirming to all the terms and 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.

Signature

With name, Designation & seal of the firm

DECLARATION CERTIFICATE

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.

Signature and Seal of the Tenderer

Annexure-C

Sl. No.	Description	Details
1	Name of the Party	
2	Address of the party	
3	Contact Person's Name	
4	Cell No. of Contact Person	
5	Land Line No.	
6	FAX No.	
7	E-mail ID of the Party	
8	PAN No.	
9	ESI Registration No.	
10	Service TAX No./Works Tax No.	

Signature and seal of the Party

Check list

Sl. No.	Required Document	If Submitted then Tick (√)
1	Required amount of EMD (₹ 2.00 Lakhs)	
2	Un-priced BOQ for technical bid	
3	Duly signed and stamped complete set of tender documents for technical bid	
4	Self attested Balance sheet & ITR for last 3 financial years (2008-09, 2009-10, 2010-11)	
5	Work orders / Completion certificates in support of PQR for technical bid	
6	Copy of PAN No. registration certificate	
7	Copy of ESI registration certificate	
8	Copy of Service Tax registration certificate	
9	NO DEVIATION certificate as per Annexure-A duly signed and stamped	
10	Declaration Certificate as per Annexure - B	
11	Duly filled and signed Annexure-C regarding information of the tenderers	
12	Quoted PRICE BID Annexure -F duly signed and stamped along with tender document	

Signature and seal of the Party

**SCOPE OF WORK: SECRETARIAL SERVICES UNDER JOB CONTRACT
AT BHEL LODHI BUILDING, NEW DELHI-110003**

Description of Job: Services will include but will not be limited to preparing and maintaining the database, documents and files, Taking the dictations in short/long hand, typing, data entry operations, making the documents ready for printing, receiving & sending of e-mails, Maintaining record of incoming & outgoing dak/Claims/Bills etc, filing of papers, sending & receiving files/documents to / from other offices/ departments / sections, Liaisoning with internal/external agencies and any other official task assigned time to time by the work- in- charge. Interacting with the other officials as & when required for the smooth functioning of operations.

Sl. No.	Unit	Under -Graduates (Matriculation & above but not Graduate)	Graduates & above
1	Work Point/ Per day	06	14

Note:- The minimum educational qualifying criteria for the Secretarial services should be as

follows:

- Under Graduate category: Matriculation and above but below Graduates or Diploma in any discipline
- Graduate category: Graduate & above in any discipline.
- Desirable qualification: Basic Knowledge about the common software used (for e.g. Outlook, MS Office, Window XP), knowledge of short hand/typing. Experience in above job will be given preference.
- The above No. of work points may vary and will subject to actual basis as per requirement from time to time.

PRICE FORMAT

Sno.	Components	Category of Secretarial Services	
		Matriculation & above but below Graduate	Graduate & above
		(A)	(B)
1 (a)	Minimum Wages (The current Rates are shown) (Shall be prescribed by Government of NCT of Delhi from time to time)	8528.00	9282.00
1 (b)	Additional Wages (As fixed by BHEL)	2500.00	2500.00
1©	Monthly Consolidated Wages - Total of 1 (a) & 1 (b)	11028.00	11782.00
2	Misc Additional Allowances HRA - Rs. 1090/- TPT- Rs. 800/-	1890.00	1890.00
3	Sub Total of 1 & 2	12918.00	13672.00
4	Employer Contribution on Sl. No. 1		
(a)	CPF @ 12 %	1323.36	1413.84
(b)	EDLI @ 0.50 %	55.14	58.91
(c)	Admn. Charges (02) @ 1.10 %	121.30	129.60
(d)	Admn. Charges (22) @ 0.01 %	1.10	1.18
5	ESI Contibution on Sl. No. 3		
(a)	ESI @ 4.75 % as employer contibution	613.60	649.42
6	Bonus @ 20 % on Sl. No. 1	2205.60	2356.40
7	Per Month Leave Salary @ 2.5 day (Sl. No.1) (30 days)	919.00	981.83
8	Total Per Month Wages	18157.00	19263.18
9	Tenderer's Service Charges (In % age of Sl. No. 8)	Q	Q

Note:

1. Tenderer has to quote his service charges against Sl. No. 9 (As %age of Sl. No. 8) and evaluation shall be done on this basis.
2. Service Tax will be payable extra as per NIT condition No. 17.3

FORMATS FOR EPAYMENTS

To,
AGM(Finance)
BHEL, TBG
Lodhi Road, New Delhi-110003

Dear Sir,

Subject: E-Payments vide RTGS/NEFT

I/We request and authorise you to effect Epayment vide any of the above two modes to my/our bank account as per the details given below:

Vendor Name	:																					
Title/Name of Account in the bank	:																					
Account Type(Saving /current)	:																					
Bank Account Number	:	<table border="1" style="display: inline-table; border-collapse: collapse;"><tr><td style="width: 20px; height: 15px;"></td><td style="width: 20px; height: 15px;"></td><td style="width: 20px; height: 15px;"></td><td style="width: 20px; height: 15px;"></td><td style="width: 20px; height: 15px;"></td><td style="width: 20px; height: 15px;"></td><td style="width: 20px; height: 15px;"></td><td style="width: 20px; height: 15px;"></td><td style="width: 20px; height: 15px;"></td><td style="width: 20px; height: 15px;"></td><td style="width: 20px; height: 15px;"></td><td style="width: 20px; height: 15px;"></td><td style="width: 20px; height: 15px;"></td><td style="width: 20px; height: 15px;"></td><td style="width: 20px; height: 15px;"></td><td style="width: 20px; height: 15px;"></td><td style="width: 20px; height: 15px;"></td><td style="width: 20px; height: 15px;"></td><td style="width: 20px; height: 15px;"></td><td style="width: 20px; height: 15px;"></td></tr></table>																				
Name & address of Bank	:																					
Bank /Branch contact person's name	:																					
Bank /Branch Tele Numbers with STD code	:																					
Bank Branch MICR code	:	<table border="1" style="display: inline-table; border-collapse: collapse;"><tr><td style="width: 20px; height: 15px;"></td><td style="width: 20px; height: 15px;"></td><td style="width: 20px; height: 15px;"></td><td style="width: 20px; height: 15px;"></td><td style="width: 20px; height: 15px;"></td><td style="width: 20px; height: 15px;"></td><td style="width: 20px; height: 15px;"></td><td style="width: 20px; height: 15px;"></td><td style="width: 20px; height: 15px;"></td><td style="width: 20px; height: 15px;"></td></tr></table>																				
		(please enclose a copy of a cheque. This cheque should not be a payable at par cheque)																				
Bank Branch RTGS IFSC code	:	<table border="1" style="display: inline-table; border-collapse: collapse;"><tr><td style="width: 20px; height: 15px;"></td><td style="width: 20px; height: 15px;"></td><td style="width: 20px; height: 15px;"></td><td style="width: 20px; height: 15px;"></td><td style="width: 20px; height: 15px;"></td><td style="width: 20px; height: 15px;"></td><td style="width: 20px; height: 15px;"></td><td style="width: 20px; height: 15px;"></td><td style="width: 20px; height: 15px;"></td><td style="width: 20px; height: 15px;"></td><td style="width: 20px; height: 15px;"></td><td style="width: 20px; height: 15px;"></td></tr></table>																				
Bank Branch NEFT IFSC code	:	<table border="1" style="display: inline-table; border-collapse: collapse;"><tr><td style="width: 20px; height: 15px;"></td><td style="width: 20px; height: 15px;"></td><td style="width: 20px; height: 15px;"></td><td style="width: 20px; height: 15px;"></td><td style="width: 20px; height: 15px;"></td><td style="width: 20px; height: 15px;"></td><td style="width: 20px; height: 15px;"></td><td style="width: 20px; height: 15px;"></td><td style="width: 20px; height: 15px;"></td><td style="width: 20px; height: 15px;"></td><td style="width: 20px; height: 15px;"></td><td style="width: 20px; height: 15px;"></td></tr></table>																				
		(you can obtain this from branch where you have your account)																				
Your Email address	:	(not more than 20 character)																				
Name of the Authorised Signatory	:	(Please mention here name of person from your organization signing this letter)																				
Contact Person's name	:	(please mention here the name of a person in your company/organization)																				

I/We confirm that information provided above is correct & any consequences due to any mistake in above will be borne by us.

Thanking you

For
(Authorised Signatory)

We confirm that we are enabled for receiving RTGS/NEFT credits and we further confirm that the account number of (Please mention here name of the account holder), the signature of the authorised signatory and the MICR and IFSC Codes of our branch mentioned above are correct.

Bank's Verification
(Manager's/Officers signature under
bank Stamp)

Note:- Please attach cancelled original Cheque leaf.