



भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited

2nd Floor, SCO 203,
Sector 14, Panchkula-134113
Tele No. 0172-2574201

निविदा आमंत्रण सूचना
NOTICE INVITING TENDER

Sir/Madam,

Bharat Heavy Electricals Limited (hereinafter referred to as BHEL) is a Central Public Sector Enterprise, having its Corporate & Registered Office at BHEL House, Siri Fort, New Delhi-110049 invites offer in sealed cover under two part bid system (Part-I: Techno commercial Bid & Part-II: Price Bid) from the competent agencies for "Hiring of 3 no unskilled contract worker as job boy for BHEL Panchkula office & 4 no Contract Workers as Watchmen/Chowkidars for BHEL residential Staff Quarters at Sector 35A & 44A" Chandigarh

SCHEDULE TO TENDER

1	Tender Reference No.	RE/CHD/HR/20-21/WOR/3
2	Tender ID (CPP Portal):	2020_BHEL_579858
3	Tender ID (BHEL Portal):	NIT_56415
4	Date of Issue of Tender:	29-12-2020
5	Type of Tender:	Open Tender
6	Type of Bid:	Two-part bid system (Techno- Commercial Bid and Price Bid)
7	Tender Title:	Hiring of 3 no unskilled contract worker as job boy for BHEL Panchkula office & 4 no unskilled Contract Workers as Watchmen/Chowkidars for BHEL residential Staff Quarters at Sector 35A & 44A" Chandigarh
8	Last date/ time for receipt of tender:	11-01-2021 by 11:30 AM
9	Date/ time of opening of bid:	11-01-2021 at 12:00 PM (noon)
10	Place of submission of Tender/Bid	Tenders can be submitted to any of the 2 officers mentioned below:- 1) Sh. Anil Kishor, Deputy Manager, BHEL, 2 nd Floor, SCO 203, Sector 14, Panchkula- 134113 2) Sh. Gaurav Chopra, Deputy Manager, BHEL, 2 nd Floor, SCO 203, Sector 14, Panchkula-134113
11	Tender will be opened at:	BHEL, Conference room, 2 nd Floor, SCO-203, Sector 14, Panchkula -134113
12	EMD (₹):	₹77,000/- Only. If applicable DD In favor of BHEL, Payable at Chandigarh/NEFT/RTGS.
13	Scope of Work:	Hiring of 3 no unskilled contract worker as job boy for BHEL Panchkula office & 4 no unskilled Contract Workers as Watchmen/Chowkidars for BHEL residential Staff Quarters at Sector 35A & 44A" Chandigarh
14	Duration of Contract:	2 years

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

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

Thanking you,

for & on behalf of
Bharat Heavy Electricals Ltd.

Anil Kishor

Anil Kishor, Email - anil.kishor@bhel.in Mobile no 9417438095

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Paul Nishore

1. Pre-Qualifying Requirement: - Hard Copies of following documents shall be submitted in Part-1

a. The Bidder should have his firm / himself registered with unique PAN, GST Registration Numbers and registration for extending EPF & ESI facility. Copies of PAN, GSTIN registration certificate, Registration with ESI & EPF has to be submitted along with Part-1 bid.

b. Financial **Capability**: Average annual financial turnover during the last 03 years ending on 31st March'19, should be at least ₹ 5.76 Lakhs. **Bidder has to submit copies of Audited Copy of Balance Sheets, Profits & loss Account Statements and Copy of acknowledgements of IT returns** of last three financial years, ending 31st March' 2019. In case of unavailability of audited financial statements for any of the last three Financial Years (i.e. FY 2016-17, FY 2017-18, FY 2018-19), Certificate issued by Chartered Accountant / Certified Public Accountant (CPA) for financial capability of the bidder is to be furnished. If documents as above for all three years are not available then, "Average Annual Turnover" shall be calculated by dividing the sum of available year's Annual Turnover by 03.

c. **Past Experience**: The bidder must have experience of successfully completed or currently executing similar jobs/services* at Office Premises / Guest Houses / Residential Townships / Hotels/ Hospitals/ Educational Institutions / Commercial Establishments Like Metro Stations, Airports, Factories with any Central/State Government / PSUs / Nationalized Banks / Public Limited Company / Private Limited Company during last 7 years ending on 30th Nov '2020 should be either of the following:

i. Three similar jobs / services with contract business volume of each not less than an amount equal to ₹ 7.68 Lakhs for one-year contract period.

OR

ii. Two similar jobs / services with contract business volume of each not less than an amount equal to ₹9.59 Lakhs for one-year contract period.

OR

iii. One similar job / service with contract business volume not less than an amount equal to ₹15.35 Lakhs for one-year contract period.

*** "Similar jobs/service" mentioned in S. No. 1(c) above shall be related to "Providing Facility Management Services / Housekeeping Services / Attendant Services / Hiring of Technical & Non-Technical Personnel / Watchmen/Chowkidar services/Providing Job boy services/Providing manpower services etc."**

Bidder has to submit Copies of Work Orders / Award Letters / Agreements along with Experience / Completion Certificate(s) of similar nature & size and details of similar services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts. The agency with unsatisfactory previous record with BHEL or any other organization shall not be considered.

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

Each tenderer, participating in the tender, has to deposit/furnish EMD of ₹ 77,000/- in the following forms (along with the offer) in full:



- a) Cash deposit as permissible under the extant Income Tax Act (before tender opening) ;
b) Banker's Cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer), payable at Chandigarh.
c) Electronic Fund Transfer credited in BHEL account (before tender opening):-

BANK NAME:	CANARA BANK
ADDRESS:	SCO 117-119, SECTOR 17C, CHANDIGARH
IFSC:	CNRB0000385
ACCOUNT NO.:	0385201000273
BANK ACCOUNT NAME:	BHARAT HEAVY ELECTRICALS LTD.

- d) EMD exempted to vendors registered under MSME. Any Bidder falling under MSME category, shall furnish the details & submit Documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer. MSMEs shall be exempted from payment of earnest money at the time of tender submission. However, there is no exemption of security deposit submission.
- e) Bids accompanied by EMD in any other form except as mentioned above will be rejected.

Note: Technical bids not complying above qualifying requirements shall be liable for rejection and no further request will be entertained.

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2. PROCEDURE FOR SUBMISSION OF TENDER

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

Envelope-1: Envelope of Part-1 "Techno-commercial Bid" shall contain documents required in NIT,

Envelope-2: Part-2 "Price Bid" shall contain Price-Bid format (Annexure-B) only where bidders are allowed to fill only percentage of contractor Margin.

Envelope-3: Third sealed cover/envelope shall contain required amount of EMD in the form of Banker's Cheque/Pay order/Demand Draft (MSME Exempted).

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

Bids submitted without EMD or EMD in any other forms except as mentioned above in clause no 1(E) are liable to be rejected. If the Part-2 "Price Bid" (Annexure-B) is not received in separate sealed envelope as described above, then the same shall be rejected & offer of such respective bidder(s) will not be evaluated further.

Envelope-3 containing EMD will be opened first, if applicable. Subsequently Envelope 1 containing Part-I "Techno-commercial Bid" will be opened and evaluated for technical qualification. Bidders who qualify in Technical Bid will only be considered for opening of Price Bid (Part-2). BHEL will finalize successful bidder by opening of sealed paper price bid of finally shortlisted technically qualified bidders.

Bids shall be sent by 'REGISTERED POST / COURIER/By Hand'. BHEL takes no responsibility for delay, loss or non-receipt of bids, if sent by post/courier. The bids received after the specified time of their submission are treated as 'Late Bids' and shall not be considered under any circumstances.

3. TENDER OPENING:

Tender shall be opened at BHEL, Conference room, 2nd Floor, SCO-203, Sector 14, Panchkula -134113 on appointed date & time (or the extended date/ time, if any) The last day of submission (or the extended date of submission) and the opening date shall be same.

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4. General Terms & Conditions :

- 4.1 The contract will be for a period of 2 years for providing consolidated 03 no unskilled contract worker as job boy/office attendant for ROD, SSBG & RSC Panchkula and for 4 Nos. unskilled Contract Workers as Watchmen/Chowkidars for BHEL residential Staff Quarters at Sector 35A (2 Nos.) & Sector 44A (2 Nos.).
- 4.2 During the Tenure of the Contract, **no Increase in the percentage rate of contractor margin shall be allowed/considered.** During contract period, contractor has to ensure to pay minimum wages for unskilled category as per DC rate notified by office of the Deputy Commissioner, Panchkula from time to time to manpower deployed at BHEL residential Staff Quarters and offices.
- 4.3 If it is found that contractor has not paid minimum wage to deployed personnel then contract is liable to be cancelled and security deposit will be forfeited.
- 4.4 EMD given by all unsuccessful tenderers shall be refunded normally within 15 days of award of contract. EMD shall not carry any interest.
- 4.5 Successful tenderer will have to deposit a **Security Deposit @ 5% of the contract value** in the form of DD in favour of BHEL payable at Chandigarh before the start of the Contract. EMD of the successful tenderer shall be converted and adjusted towards the required amount of security deposit (if bidder is not registered under MSME). The same will be refunded after settlement of all bills on successful expiry of the Contract. No interest shall be payable on the Security Deposit with the Company. In case of pre-mature termination by the contractor, BHEL reserves the right to forfeit the Security Deposit / release depending upon the circumstances and as finalized by authority.
- 4.6 BHEL has the privity of the contract with the contractor only and BHEL will have nothing to do or be concerned with the employment of employees working for the contractor. All persons engaged by the Contractor shall be employees of the contractor and shall have no claim/right, whatsoever to claim regularization from BHEL.
- 4.7 Contractor shall supervise the work allotted and to be carried out by his employees.
- 4.8 Contractor to ensure that the employees deployed are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification & experience etc. Contractor should issue appropriate appointment letters, safety appliances and valid identity cards with photograph duly verified and attested by contractor to his employees. The contractor will notify the particulars of his staff to the nearest police station and submit medical certificate from Govt. hospital annually.
- 4.9 Contractor will be responsible for the good conduct of his employees and will replace immediately in case of any misconduct/misbehavior. The deployed personnel employed by the Contractor shall not engage themselves in any undesirable activities, whether within or outside the premises. Drinking, gambling, misbehaving etc. shall not be permissible in the BHEL premises by any of the employee of the Contractor and contractor shall be solely responsible for the misconduct of the employees.

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- 4.10 Contractor will keep watch on his employees and will be liable for any pilferage / loss to BHEL due to acts of omission and commission by his employees.
Contractor shall be solely responsible for the Watch & Ward of the premises, equipments and will ensure no unauthorized entry of persons & vehicles by keeping proper vigil at all entry points.
- 4.11 Contractor shall be solely responsible for compliance of various statutory obligations including the financial liabilities under the Contractor Labour (regulation and abolition) Act, Minimum Wages Act, Payment of Wages etc., Inter-State Migrant Labour Act, Workmen compensation Act and other laws and rules as applicable from time to time.
- 4.12 BHEL reserves the right to engage any other agency for its requirements in addition to the listed services at any time during the currency of the contract.
- 4.13 Contractor shall maintain absolute secrecy with regard to all the matters concerning and also all matters that come within the knowledge of the contractor by virtue of the contract. In the event of any breach of this provision, BHEL shall be entitled to terminate the contract forthwith without assigning any reason.
- 4.14 BHEL reserves the right to terminate by written notice, the whole or part of the contract. BHEL reserves right to decrease periodicity of contract in interest of BHEL. BHEL reserves right to decrease/increase no of contract workers as per requirement during contract period
- 4.15 Contractor shall not at any time cause or permit any nuisance in BHEL premises or do anything which shall cause unnecessary disturbance or inconvenience to the employees, owners, tenants or residents or damage public property in general.
- 4.16 It shall be the sole responsibility of the Contractor to render services listed above to the entire satisfaction of BHEL in respect of punctuality and quality as per the instructions issued from time to time.
- 4.17 The contractor shall provide compensatory off to the personnel who will perform duty on National Holiday/ weekly off as per statutes in this regard. Contractor shall ensure leave reliever during the compensatory off period. Payment of bonus under the Payment of Bonus Act, Payment of Gratuity under the Gratuity Act and retrenchment compensation under Act will be the sole responsibility of the Contractor.
- 4.18 The Contractor shall ensure that the BHEL Staff Quarters is not used by any unauthorized person. If observed, the BHEL will be entitled to take steps as deemed fit. If however, contractor notices any misuse or any misconduct by the allottees, he will immediately report the same to BHEL.
- 4.19 For every workforce deployed in BHEL premises, the contractor will give one day's weekly off for every six continuous working days for BHEL Residential Quarters contract worker. For attendants in offices, the attendance shall be as per office working days taking care of weekly off/holiday. Contractor's workforce shall be entitled for 12 days Casual leave in each calendar year (1 Leave per month). And Casual leaves shall not be accumulated/ encashed /carry forwarded.

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- 4.20 Since requirement is of 7 Contract Workers related to 3 BHEL offices in Panchkula at same premises, 3 separate work orders will be placed by the respective ROD, SSBG & PSNR-RSC offices. ROD order will be catering to 5 Contract Workers (4 at BHEL Residential Quarters and 1 at ROD office), SSBG and PSNR-RSC work orders shall be of 1 Contract Worker each. However, the complete evaluation of tender shall be for 7 Contract Workers for lowest tenderer culminating into 3 separate work orders subsequently. Accordingly, billing is to be done separately against 3 work orders.
- 4.21 Contractor shall raise GST tax invoice as per detail given by BHEL and deposit the due GST as per the provision of GST Act. BHEL has to avail input tax credit of GST, accordingly contractor has to file GSTR1 in line with provision of GST act after depositing of GST. Further GST TDS will be deducted as per GST rules. In case of violation of GST rules, interest and penalty will be imposed on contractor as per GST act and BHEL rules.
- 4.22 Any Bidder falling under MSME category, shall furnish the details & submit Documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer. MSMEs shall be exempted from payment of earnest money at the time of tender submission. However, there is no exemption of security deposit submission.
- 4.23 Complete NIT shall be signed & stamped on each page by tenderer in token of the acceptance of all terms & conditions enumerated in the techno-commercial specifications.
- 4.24 - If a bidder quote "Nil" or "0 (Zero)" Contractor Margin, the bid shall be treated as unresponsive and will not be considered for evaluation (in terms of provisions of Ministry of Finance, Dept. of Expenditure No 29(1)/2014-PPD dated 29/1/2014).
- 4.25 BHEL reserves right to hire contract workers as per requirement and place separate order for contract workers as and when required.
- 4.26 **TENDER EVALUATION / EVALUATION OF BIDS:** Tender evaluation shall be carried out on the basis of PQR and other techno-commercial terms & conditions specified in the tender documents and corrigenda, addenda, amendments thereof, if any, shall be communicated to all the bidders before price bid opening.
- 4.26.1 The priced bids of techno-commercially qualified bidders shall be opened and shall be considered for evaluation.
- 4.26.2 Evaluation of Part-II (Price-bid) Bid shall be done on lowest quote basis i.e. % age (Percentage) contractor margin quoted by the techno-commercially qualified bidder.
- 4.26.3 In the event of more than one bidder having quoted identical lowest "Contractor Margin" and there is a tie amongst the bidders, the respective bidders would be asked to submit their revised Contractor Margin. This process would continue till the distinct acceptable L-1 rate is arrived.
- 4.26.4 Based on the above outcome, the bidders would be ranked from L-1 position in ascending order.
- 4.26.5 If the Contractor margin is not filled up in the Price-bid and is not as per the requirements of the Bidding Documents, the same shall be omitted from evaluation.

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- 4.27 It is mandatory to quote for total 7 no contract workers. If bidders quote for less than 7 no contract workers, bid will be liable FOR REJECTION.
- 4.28 Duly signed Un-price bid format (Annexure A) by mentioning 'Q' in the column where quote is to be offered by the party.
- 4.29 Bidder has to submit No Deviation/Acceptance Certificate as per Annexure C

5. Scope of Work at Office for job boy/office attendant:-

The attendant should be able to take care of the office premises like distribution of papers, dusting of tables, chairs, doing fax operation and performing bank duties, depositing Cheques, carrying file and daily daks and any other miscellaneous work assigned by superiors etc. All other facilities like sweeper, electricity, water etc. are provided by BHEL.

6. Scope of Work for Watchman/Chowkidar at BHEL Residential Staff Quarters at Sector 35A and 44A:

- a. BHEL Chandigarh has residential staff quarters in sector 35A & 44A. Each location has 8 staff quarters, as 2 BHK in Sector 44A and 3 BHK in Sector 35A. The Sector 44A staff quarters are built as stilt + 4 storeys and sector 35A has ground + 1st Floor.
- b. To provide watch & ward services at the aforesaid premises/gate. Watchmen personnel deployed to carry out the job should be trained, well-behaved etc.
- c. Attendance register shall be maintained for the employed staff alongwith register for the checks carried out, reporting the complaints/discrepancies, if any. The complaints of the residents, if any are to be maintained in register and informed to concerned BHEL officer in-charge for resolution.
- d. To ensure that no theft, pilferage, trespass, accident, nuisance, disturbance of peace and disorderliness etc. take place in the area.
- e. To take all preventive measures to avoid fire or accident taking place. However, in case of such an eventuality, suitable action to be taken immediately for firefighting, inform the Head of the Office and designated officers of BHEL immediately.
- f. To man the entry point, regulate and check the flow of men/ material and ensure that every entry/ exit is as per valid documents and a record of the same be maintained. To secure the premises in such a manner that no property is taken away by anyone unauthorized.
- g. To apprehend immediately any trespasser or person moving unauthorized and under Suspicious circumstances and deal as per law in consultant with designated officer of BHEL.
- h. To search the person and their belongings on a random basis as well as in suspicious cases both during entry and exit and inform the designated officer in case the person is found to be unauthorized carrying any property of the Company.
- i. To watch habitual offenders and mischief makers and inform the designated officer of BHEL if anything unusual is noticed.

Paul Nishant

- j. To provide protection in case of assault/apprehension of assault to any employee of BHEL.
- k. To seize goods suspected to be stolen and hand them over to the designated officer of BHEL.
- l. To bring any untoward occurrence/ incidents in the company premises to the notice of designated officer of BHEL without delay.
- m. To maintain liaison with Police/Fire/Civil Authorities and Red Cross Authorities.
- n. To maintain proper records/ documents as per requirement of the company in connection with security services. Such records/ documents would be entry/ exit register of men and material, records of intimations given to designated officers with regard to aforesaid incidents.
- o. To periodically inspect the fire equipments, water hydrants to ensure that they are Operational. To periodically carry out mock drill also.
- p. To ensure that no unauthorized person enters into the premises and no nuisance or disturbance is created and take measures for proper security / safety. Amicable environment is to be ensured all around and no disturbance is to be created for the neighbors living in peace.
- q. Any other duties related to watchman/Chowkidar are also to be performed. The personnel being kept can have duties swapped between sector and sector and between day and night duties.

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7. COMMERCIAL TERMS & CONDITIONS

7. TAXES AND DUTIES:

a	<p>Vendor has to Quote only Contractor's Margin which will be paid on applicable minimum wages for unskilled job boy as per DC rates of Panchkula vide Endst./156-1285/DN/2020-21 dated 07.10.20.</p> <p>GST Shall be payable extra on total claim as per following :</p>
	<p>Vendor has to issue correct HSN/SAC code wise bill indicating therein description, value, rate, due tax and other particulars in compliance with the provisions of relevant GST Act and Rules. With the implementation of e-way bill provisions, contractor shall comply with same if applicable.</p>
b	<p>Vendor has to submit GST compliant invoice within 7 days from the due date of invoice as per GST Law.</p>
c	<p>GST portion of invoice shall be released only when all the following conditions are satisfied by the Contractor: -</p> <ol style="list-style-type: none">Supply of goods / services have been received by BHEL.Original Tax Invoice has been submitted to BHEL.Contractor has declared such invoice in his applicable GST return.Documentary evidence or undertaking regarding discharge of GST liability in respect of supplies made by vendor has been furnished.
d	<p>For the purposes of claiming GST from BHEL, invoice issued by contractor should be in line with provisions of GST Act & Rules. Special care should be taken in case of month end transactions.</p>
e	<p>The taxes and duties referred in this chapter or elsewhere in the NIT/contract is limited to direct transactions between BHEL & its Contractor. BHEL is not responsible for any liability that may arise due to any transaction beyond the direct transaction between BHEL & its Contractor.</p>
f	<p><u>Variation in Taxes & Duties:</u></p> <p>Any upward variation in GST shall be considered for reimbursement provided supply of goods and services are made within schedule date stipulated in the contract.</p> <p>In case the Government imposes any new levy/tax on the output service/goods after price bid opening, the same shall be reimbursed by BHEL at actual. The reimbursement under this clause is restricted to the direct transaction between BHEL and its contractor only and within the contractual delivery period only.</p> <p>In case any new tax/levy/duty etc. becomes applicable after the date of Bidder's offer but before opening of the price Bid, the Bidder/Contractor must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of price bid. Claim for any such impact after opening the price bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.</p>

Praveen Kishore

g	<p><u>Modalities of Tax Incidence on BHEL:</u></p> <p>Where GST law permits more than one option or methodology for discharging liability of tax/ levy/ duty; the contractor shall approach BHEL before choosing any option to discharge his tax liability. BHEL shall have the right to direct the contractor to adopt the appropriate option considering the amount of tax liability on BHEL as well as procedural simplicity with regard to assessment of the liability.</p> <p>The option chosen by BHEL shall be binding on the contractor for discharging the obligation of BHEL in respect of the tax liability to the contractor.</p>
h	<p>Any loss to BHEL due to non-compliance of above noted clauses and/or provisions of the GST Act and/or Rules by the contractor shall be to his account.</p>

7.2 Clause: Penalty for Delay:

In the event of unauthorized absence, an amount equal to 0.5 % of the total contract value per week or part thereof subject to maximum of 10 % of the total contract value will be levied as penalty.

7.3 DAMAGES, FINES, RECOVERY OF LOSSES etc.: The damages / fines, being in the nature of liquidated damages, would be liable to be imposed on the Contractor for violation/breach of the clauses/obligations under the contract and shall be notified by BHEL as per the terms indicated in the contract. The Contractor shall be given 3 days' prior notice to respond and submit representation (if any), by BHEL before levying of damages/fines on Contractor. The representation shall be suitably considered by BHEL and decision taken shall be final and binding. If no representation is received from the Contractor, then decision as considered appropriate by BHEL shall be taken, without any further reference to the Contractor. The decision shall be final and binding.

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

7.3.1 Failure to provide services owing to unavailability of requisite number of workforce /work point, unwarranted behavior / indiscipline of the workforce or any other reason(s) shall attract adverse remarks, which may be included in the Performance Certificate and / or attract any legal /administrative action on Contractor or on Contractor's workforce or both, as deemed fit.

7.3.2 The Contractor understands and agrees that performing the services strictly as per the qualitative, quantitative and time requirements as stipulated in the Contract is of essence of the Contract and that any non-adherence to the said qualitative, quantitative and time requirements as stipulated in the Contract for performing the services under the Contract shall cause incalculable losses to BHEL. The Contractor understands and agrees that without prejudice to BHEL's rights to terminate the Contract, BHEL may, in addition to or in lieu of such termination levy one or more of the following damages/fines as applicable if the

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Contractor omits or neglects to adhere to the following qualitative, quantitative and time requirements:

Sr. No.	Contract Agreement Defaults/non-compliances/breach	Penalties/Fines for non-compliance/breach of contract.
a.	Non-satisfactory performance of services provided by Contractor.	<p>The deficiency in the services pointed out by BHEL on the part of any of the workforce deployed by the contractor has to be rectified within 48hr of its reporting. If the same is not rectified at any point of service within 02 working days, then the contractor will be liable for a penalty of ₹1000/- per case /activity /service and same shall be recovered by the BHEL from the monthly bills of the contractor. Further in the event, BHEL has to arrange its services through alternate arrangement because of aforesaid deficiency in the services by the contractor, the expense incurred by BHEL for such arrangement shall be recovered from the Contractor's pending bills.</p>
b.	<p><u>Misconduct / Misbehavior by the workmen of Contractor:</u> Misconduct/ misbehavior / offence(s) {(use of abusive language, chewing of tobacco, smoking/drinking (alcoholic beverages) while on duty, eve-teasing, physical assault of any kind, theft, pilferage, threatening language, molestation, misappropriation, etc.)}.</p>	<p>₹200/- shall be deducted as fines from the monthly bills of the contractor, for each such occurrence.</p> <p>If BHEL so requires, Contractor shall forthwith withdraw such workmen and immediately provide suitable replacement in place of such withdrawn workmen at no extra cost.</p> <p>Notwithstanding anything to the contrary contained anywhere in this Contract, depending on the severity of the misconduct/misbehavior, BHEL may, in the event of such misconduct/misbehavior on the part of the workmen of the Contractor forthwith terminate the Contract without any notice and also report the case to the police.</p> <p>In the event any such misconduct/misbehavior/offences on the part of the workmen of the Contractor leads to a pecuniary loss being suffered by BHEL or the officials of BHEL; fines as aforesaid shall not be levied but such actual loss due to the any such misconduct/misbehavior/offences will be made good by the Contractor on actuals.</p>
c.	<p><u>Damage caused to BHEL/ property of BHEL</u> or of any of the employees etc. present at premises by wilful misconduct or gross negligence on the part of the workmen of the Contractor.</p>	<p>Recovery of damages / losses equivalent to the cost of the said property or similar property (if the same property is not available) or the cost incurred in repair of such property on the Contractor. In the case of any loss/theft of BHEL property, BHEL will make good the losses by deducting the cost of loss from the next month's bill in one or more instalments.</p>

Anil kishore

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

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

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

7.4. Clause: Bonus Clause, PVC and ORC:

Bonus Clause, PVC, and ORC shall not be applicable for subject tender.

7.5. Clause: Terms of Payment:

i) After completion of monthly Job/Services provided to BHEL, the Contractor will submit the bill/invoice to BHEL with all necessary supporting documents of previous month. On receipt of the bill, BHEL will verify the bill and pass for payment within 15 days from the date of receipt of bill. Contractor has to ensure timely disbursement of wages to their workforce by way of cheque or direct payment through RTGS/NEFT only (**No cash Payment is allowed**) in the respective account of latest by 7th day of each calendar month, along with statement of deposit of PF, ESI, attendance of the workmen deployed and GST etc., as per the provision of the act. At the time of submitting the bill of next month for Job/Services provided to BHEL, Contractor has to submit the detail of timely payment of wages to their work force, proof of deposit of PF, ESI and GST along with the attendance of these 7 Nos. Attendant/Watchmen/Chowkidars, which will be for the purpose of ensuring that contractor has complied with the statutory requirement. If BHEL becomes aware of any delays in making wage/salary payments by Contractor to its workmen, BHEL may also consider to terminate the Contract apart from which BHEL reserves the right to impose fines for an amount equivalent to the 2% of the monthly bill for each day delay in payment of wages/salary but not exceeding 10% of the monthly bill amount. BHEL decision in this regard shall be final & binding in this regard.

ii) In case of any dispute, decision of General Manager (ROD-NR), BHEL, New Delhi shall be final and binding on the contractor.

iii) All payments are subject to income tax deduction at the applicable rates of the bill amount at source or as per Central Government Laws. Further Applicable GST-TDS will be deducted from contractor's bill as per the provisions of the GST Act. No request for advance payment will be entertained by BHEL. BHEL reserves the right to withhold payment in case terms and conditions as per contract are not fulfilled by the contractor. Contractor will be required to ensure that payment made to their workers/staff etc. should be in electronic mode only through direct transfer/NEFT/RTGS to their respective bank accounts.

Arul Nishare

UNPRICED BID**To be submitted alongwith part-1 bid****Contractor Margin for Hiring of Job boy/Chowkidar**

Lump Sum Monthly Rate for Hiring of unskilled Job boy/Chowkidar			
Sr. No.	Description of Charges	Rate (%)	Rate for Job boy/Chowkidar (Rs.)
1	Present Monthly Wage of one No. unskilled job boy/Chowkidar as per DC Labour rate , Panchkula	-	14690
2	<u>EPF(Prevailing rate)</u>	13	1910.00
3	<u>ESI(Prevailing rate)</u>	3.25	477.00
4	Contractor Margin @		
5	Total Monthly Amount Charged for 1 no unskilled job boy/Chowkidar without GST	-	
6	<u>GST (Prevailing rate)</u>	18	
7	Lump Sum total monthly rate for 1 No. job boy/Chowkidar with GST	-	
8	Lump Sum Total Monthly Rate for 3 Nos. job boy & 4 Nos. Chowkidar with GST	-	

Note: Only Quoted to be mentioned in Column 4.

The contract will be for a period of 2 years for providing consolidated 03 no unskilled Contract workers for Job boy/Attendant for BHEL ROD, SSBG & RSC Panchkula office & 4 Nos. unskilled Contract Workers as Watchmen/Chowkidars for BHEL Residential Staff Quarters at Sector 35A (2 Nos.) & Sector 44A (2 Nos.).

Place:
Date:

Signature of the Tenderer
Name & Seal of the firm



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

**[Note: Price Bid in MS Excel to be downloaded from
BHEL website <http://www.bhel.com>**

Ant Nishore

Signature
With name, Designation & seal of the firm

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. 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

