



भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited

Corporate Office: BHEL House,
Siri Fort, New Delhi-110049
Tele No. 011- 66337400

निविदा आमंत्रण सूचना
NOTICE INVITING TENDER

Sir/Madam,

Bharat Heavy Electricals Limited (hereinafter referred to as BHEL) is a Central Public Sector Enterprise, wherein Government of India is holding 63.06% of its equity. It is an integrated power plant equipment manufacturer and one of the largest engineering and manufacturing companies of its kind in India having a turnover of about USD 5 billion. The company is engaged in the design, engineering, manufacture, construction, testing, commissioning and servicing of a wide range of products and services for the core sectors of the economy, viz. Power, Transmission, Industry, Transportation, Renewable Energy, Oil & Gas and Defence with over 180 product offerings to meet the needs of these sectors.

Since its inception in 1964, BHEL has been the solid bedrock of evolution of India's Heavy Electrical Equipment industry. BHEL has a mammoth 20,000 MW per annum capability for manufacturing of power generation equipment. A widespread network of 17 manufacturing units, 2 repair units, 4 regional offices, 8 service centres, 1 subsidiary, 4 overseas offices, 6 joint ventures, 15 regional marketing centres and current project execution at more than 150 project sites across India.

BHEL having its Corporate & Registered Office at BHEL House, Siri Fort, New Delhi-110049 invites offer in sealed cover under two part bid system (Part-I: Techno commercial Part & Part-II: Price Part) from the competent agencies for "Providing Facility Management Services at DELHI based BHEL premises".

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

SCHEDULE TO TENDER

1.	Tender Reference No.	AA:GAX:19:FM:107
2.	Tender ID (CPP Portal):	2019_BHEL_437179
3.	Control No. (INTEGRITY PACT SYSTEM):	TPHR19200002
4.	Date of Issue of Tender:	14-05-2019
5.	Type of Tender:	Open Tender
6.	Tender Title:	"Hiring of Agency for Providing Facility Management Services at DELHI based BHEL premises on job contract basis"
7.	Location of BHEL-premises where work is to be carried out	(i) BHEL House, Siri Fort, New Delhi; (ii) AGVC Flats, Siri Fort, New Delhi; (iii) BHEL Office Building, Lodhi Road, New Delhi; (iv) Hyderabad Guest House, S-6, GK-1, New Delhi.
8.	Last date/ time for receipt of tender:	28-05-2019 by 11:00 PM
9.	Date/ time of opening of (Part-I):	28-05-2019 at 11:30 PM
10.	Place of Submission of Tender / Bid:	Tender Box, placed at the reception of Corporate Office, BHEL House, Siri Fort, New Delhi-110049
11.	Tender will be opened at:	Corporate Office, BHEL House, Siri Fort
12.	Date/Time of price bid opening:	Will be intimated separately.
13.	EMD (₹):	₹ 23,03,000/- Only. In favour of BHEL, Payable at New Delhi.
14.	Minimum Validity of tender offer:	90 days from the due date of submission of offer.
15.	Scope of Work:	Facility Management Services
16.	Duration of Contract:	Two Years

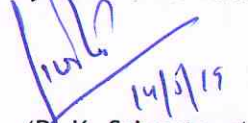
भार. के. श्रीवास्तव/R.K. SRIVASTAVA
अपर महाप्रबन्धक / Addl. General Manager
आई.एस.एम.जी. एवं कॉ.प्र.

ISMG & Corporate Administration
भारत हेवी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Limited

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

Thanking you,

For & on behalf of
Bharat Heavy Electricals Ltd.


14/3/19

(R. K. Srivastava)
AGM (HR-GAX, ISMG & Rajbhasha)
e-mail: rks@bhel.in
Mobile No.: 7042671001

आर. के. श्रीवास्तव / R.K. SRIVASTAVA
अपर महाप्रबन्धक / Addl. General Manager
आई.एस.एम.जी. एवं कॉ.प्र.
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भारत हेवी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Limited
बी.एच.ई.एल. हाउस, सीरी फोर्ट, / BHEL House, Siri Fort,
नई दिल्ली-110049 / New Delhi-110049

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SECTION-I
GENERAL CONDITIONS OF TENDER

1. GENERAL INSTRUCTION TO BIDDERS

1.1. DESPATCH INSTRUCTION

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

- 1.1.8. All entries in the tender documents should be in one ink.
- 1.1.9. Bid should be free from correction, overwriting, using corrective fluid etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection.
- 1.1.10. No clause of the tender document should be altered /amended /edited etc. by the bidder under any circumstances.

1.2. SUBMISSION OF BIDS

- 1.2.1. Bidders must submit their bids as per instructions in the NIT i.e. bids shall be strictly in accordance with the tender specifications.
- 1.2.2. Bids submitted by post shall be sent by 'REGISTERED POST / COURIER' and shall be posted with due allowance for any postal/courier delays. BHEL takes no responsibility for delay, loss or non-receipt of bids sent by post/courier. The bids received after the specified time of their submission are treated as 'Late Bids' and shall not be considered under any circumstances.
- 1.2.3. After/during the scrutiny of technical bids, bidder(s) may be asked to attend meeting(s) for clarifications, if any.
- 1.2.4. **SITE VISIT**: Before submission of Offer, the bidders are advised to inspect the site of work and the environments and be well acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour, means of transport and access to site, accommodation, etc. Visit shall be made on any working day between 09:00AM to 05:30PM with prior intimation. No claim will be entertained later on the grounds of lack of knowledge of any of site conditions. The costs of visiting the site shall be borne by the Bidder. The Bidder shall not be entitled to hold any claim against BHEL for non-compliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.

1.3. COST OF BIDDING: The Bidder shall bear all costs associated with the preparation and submission of the Bid including but not limited to Bank charges all courier charges including taxes & duties etc. incurred thereof. Further, BHEL will in no case, be responsible or liable for these costs, regardless of the outcome of the bidding process.

1.4. TENDER OPENING

- 1.4.1. Tender shall be opened at BHEL House, Siri Fort, New Delhi on appointed date & time (or the extended date/ time, if any) by representatives of Contracting deptt. and Finance deptt. in the presence of representatives of bidders who would like to be present. The last day of submission (or the extended date of submission) and the opening date shall be same. Bidders shall note that if the date of tender opening given in the Tender Document is declared an Off / Holiday by BHEL, then the next working day shall be considered as the last date of submission & opening of bids up to the time specified.
- 1.4.2. Carrying/ use of mobile phone/ camera and any such recording device by vendors' representatives in the Tender Opening Room is prohibited.
- 1.4.3. Price Bids of techno-commercially qualified bidders shall only be opened through the conventional price bid opening.

- 1.4.4. Price Bids of techno-commercially disqualified bidders shall not be opened.
- 1.4.5. All the techno-commercially acceptable bidders shall be informed of the date and time of opening of price bids telephonically or email by BHEL. The price bids shall be opened on the due date and time in the presence of representatives of techno-commercially acceptable bidders who would like to be present.

1.5. LANGUAGE

- 1.5.1. The bidder shall quote the “PERCENTAGE (%) SERVICE CHARGE” in English language and international numerals ONLY. The “SERVICE CHARGE” shall be entered in figures as well as in words. “Service Charges” shall be considered up to TWO decimal points only. Digits beyond TWO decimal points will be ignored and not rounded off. No representations on this account shall be entertained.
- 1.5.2. All correspondence and documents relating to the bid exchanged by the Bidder and BHEL shall be written in the English language. Any printed literature/certificate/any other document furnished by the Bidder may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purpose of interpretation of the Bid the English translation shall prevail.
- 1.5.3. Currencies of Bid & Payment: Indian Rupees (₹) only.
- 1.5.4. Singular & Plural: Words importing the singular number shall also include the plural and vice versa, where the context requires.
- 1.5.5. Headings and Marginal Headings: The headings and marginal headings in NIT are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or to be taken into consideration in the interpretation or construction thereof or the contract.

1.6. PRICE DISCREPANCY / CORRECTION OF ARITHMETIC ERRORS: Provided that the bid is substantially responsive, BHEL shall correct arithmetical errors on the following basis.

- 1.6.1. If, in the price structure quoted for the required goods / services / works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- 1.6.2. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- 1.6.3. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
- 1.6.4. If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

1.7. PARTICIPATION OF BIDDERS: Only bidders [Proprietorship Firms, Partnership Firms, Companies, Corporations] who have previous experience in the work of the nature and description detailed in the Notice Inviting Tender and/or tender specification are expected to quote for this work duly detailing their experience along with offer, in line with PQR of this tender.

1.8. LEGAL STATUS OF THE BIDDER (Who can apply):

- 1.8.1. The bidder shall be a legally qualified person as per Indian Contract Act 1872. The Bidder shall be either an individual or a Company incorporated under the Companies Act 1956 or a Partnership Firm registered under the Partnership Act, 1932.
- 1.8.2. A bidder may be a Private Entity or PSU or Government owned entity.

1.9. POWER OF ATTORNEY:

- 1.9.1. In case of a Single Bidder, Power of Attorney issued by the Board of Directors/ CEO /Chairman/ MD / Company Secretary of the Bidder/ all partners is to be submitted
 - 1.9.2. in case of Partnership firm/any person authorized in terms of Deed of LLP/Proprietor in favour of the authorized employee(s) of the Bidder, in respect of the particular tender for signing the Bid and all subsequent communications, agreements, documents etc. pertaining to the tender and to act and take any and all decision on behalf of the Bidder, is to be submitted.
 - 1.9.3. The authorized employee(s) of the Bidder shall be signing the Bid and any consequence resulting due to such signing shall be binding on the Bidder.
- 1.10. Un-price bid format duly signed by the bidder shall be submitted along with technical bid, by mentioning ‘Q’ in all the columns where quote is to be offered by the bidder.

1.11. TENDER PRICES:

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

1.11.6. The bidders are advised to quote the “Service Charges” in terms of percentage of total of monthly charges arrived at S. No. 7 in “Annexure-M1” and same shall be payable to bidder on monthly basis.

1.11.7. The service charge quoted in the Price-bid shall be exclusive of GST as levied by the Govt. of India time to time. GST shall be payable as applicable on actual. The present rate of GST is 18 %.

1.11.8. Lowest “Service Charge” received against the Tender need not be acceptable to BHEL and in that case BHEL would not consider the same for Award of Contract. BHEL would negotiate or re-float the Tender if L1 price is not the lowest-acceptable price to them inter-alia other reasons.

1.12. 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.

1.12.1. The priced bids of techno-commercially qualified bidders shall be opened and shall be considered for evaluation.

1.12.2. Evaluation of Part-II (Price-bid) Bid shall be done on lowest quote basis i.e. % age (Percentage) Service Charge quoted by the techno-commercially qualified bidder.

1.12.3. In the event of more than one bidder having quoted identical lowest “Service Charge” and there is a tie amongst the bidders, the respective bidders would be asked to submit their revised service charges. This process would continue till the distinct acceptable L-1 rate is arrived.

1.12.4. If distinct L1 rate isn’t arrived at S. No. 1.10.3 and a tie prevails between more than one bidders at lowest acceptable rate (in line with tender terms & condition), then the L1 will be decided based on lottery which will be carried out in the presence of all the L1 bidders or their representatives who chose to be present.

1.12.5. Based on the above outcome, the bidders would be ranked from L-1 position in ascending order.

1.12.6. If the Service Charge percent is not filled up in the Price-bid and is not as per the requirements of the Bidding Documents, the same shall be omitted from evaluation.

1.13. APPLICABLE CONTRACTUAL VARIATIONS:

1.13.1. Within the validity or any extension of contract thereof, “**Service Charge**” shall remain **firm** (in terms of percentage) without any escalation / variation for any reason, whatsoever, unless specifically provided herein. Contractor’s obligation shall remain unaffected by such escalation / variation. However, during the validity of contract period, the Contract Value will vary depending on the followings:

i) Rates of Basic Plus VDA (subsequent to floating of this tender), as & when notified by Govt. of NCT of Delhi will be applicable in the contract and accordingly the monthly bill(s) of the contractor will get amended against the documentary evidence;

ii) Rates of EPF / EPS / EDLI / ESI / Min. Monthly Bonus etc. (subsequent to floating of this tender), as & when notified by Governing Statutory Authorities will be applicable in the contract and accordingly the monthly bill(s) of the contractor will get amended against the documentary evidence.

- iii) GST (as applicable) will be payable by BHEL to the Contractor during the execution of the contract along with monthly bill(s), against the documentary evidence.

1.13.2. BHEL reserves the right to increase or decrease the quantum of work / services upto **30% (+30%)** at the same rates, terms & conditions of this NIT during the currency of the contract. BHEL also reserves the right to ask the Contractor to shift the services from one location to another location of BHEL within **DELHI** at the same rates, terms & conditions.

1.14. VALIDITY OF OFFER: Offers shall remain valid for **90 days'** period from the due date of submission of bids (including extension, if any). In case BHEL calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the bidder(s). In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', BHEL may request the Bidders to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by email. A Bidder may refuse the request without forfeiture of his EMD. A Bidder agreeing to the request will not be required or permitted to modify his Bid, but will be required to extend the validity of its EMD for the period of the extension and in accordance with Clause-1.15 in all respects.

1.15. EARNEST MONEY DEPOSIT (EMD):

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

- i) Each tenderer, participating in the tender, has to deposit/furnish EMD of **₹ 23,03,000/-** 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 New Delhi**;
 - c) EMD can also be accepted in the form of FDR issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).
 - d) EMD amount **in excess of ₹2 Lakhs** may also be accepted in the form of Bank Guarantee. The Bank Guarantee in such case must be valid for atleast six months. Proforma of bank guarantee in lieu of earnest money is enclosed at **Annexure-H**.
 - e) Electronic Fund Transfer credited in BHEL account (before tender opening);

BANK NAME:	KOTAK MAHINDRA BANK
ADDRESS:	G-F 3A-3J GROUND FLOOR, AMBA DEEP, 14 K.G. MARG, NEW DELHI-1
IFSC:	KKBK0000172
CA NO.:	9011196535
BANK ACCOUNT NAME:	BHARAT HEAVY ELECTRICALS LTD.

- ii) EMD in any other forms/modes except the forms/modes mentioned above will lead to the rejection of bid i.e. No other form of EMD remittance shall be acceptable to BHEL.

iii) **Startups and MSEs bidders are exempted from the payment of EMD. However, there is no exemption of security deposit submission.**

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

- i) After opening the bid and within the offer validity period, the tenderer revokes his offer or makes any modification in his bid which is not acceptable to BHEL.
- ii) The Contractor fails to deposit the required Security Deposit or to commence the work within the period as per LOI / Work Order.
- iii) EMD by the tenderer shall be withheld in case any action on the bidder is envisaged under the provisions of extant “Guidelines on Suspension of business dealings with suppliers/ contractors” and forfeited / released based on the action as determined under these guidelines.

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

1.15.4. EMD shall not carry any interest.

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

1.16. SECURITY DEPOSIT:

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

- i) Cash (as permissible under the extant Income Tax Act)
- ii) Local cheque of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
- iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. Proforma of bank guarantee in lieu of security deposit is enclosed at **Annexure-I**.
- iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).
- v) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).

1.16.2. **COLLECTION OF SECURITY:** At least 50% of the required Security Deposit, including the EMD, shall be collected before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected. If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor. The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work.

- 1.16.3. The security deposit shall not carry any interest.
- 1.16.4. EMD of successful tenderer will be retained as part of Security Deposit.
- 1.16.5. The validity of Security Deposit shall be initially up to the validity of contract + six months, and the same shall be kept valid by proper renewal till the acceptance of Final Bills of the Contractor, by BHEL.
- 1.16.6. BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the Contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off the Security Deposit against any claims of other contracts of successful bidder with BHEL.
- 1.16.7. **RETURN OF SECURITY DEPOSIT:** Security Deposit shall be refunded / Bank Guarantee(s) will be released to the Contractor upon fulfilment of all the Contractual / Statutory obligations or after 06 (six) months from the date of completion of the contract whichever is later, after deducting all expenses / other amounts due to BHEL under the contract.
- 1.16.8. **BANK GUARANTEES:** Wherever Bank Guarantee is to be furnished / submitted by the Contractor, the following shall be complied with
 - i) Bank Guarantee shall be from Scheduled Banks / Public Financial Institutions as defined in the Companies Act.
 - ii) The Bank Guarantee shall be as per prescribed formats.
 - iii) It is the responsibility of the contractor to get the Bank Guarantee revalidated / extended for the required period, as per the advice of BHEL. BHEL shall not be liable for issue of any reminders regarding expiry of the Bank Guarantee.
 - iv) In case the Bank Guarantee is not extended before the expiry date, BHEL reserves the right to invoke the same by informing the concerned Bank in writing, without any advance notice/communication to the concerned contractor.
 - v) Bidders to note that any corrections to Bank Guarantee shall be done by the issuing Bank, only through an amendment in an appropriate non judicial stamp paper.

1.17. REJECTION OF BIDS

- 1.17.1. BHEL reserves the right to accept or reject any of the bid / all bids with or without deviation or cancel / withdraw the invitation for bid without assigning any reason whatsoever and in such case bidder shall have no claim arising out of such action by BHEL. The acceptance of bid will rest with BHEL, not binding itself to accept the lowest tender.
- 1.17.2. BHEL also reserves the right to cancel the tender at any stage due to any administrative / internal reasons; whatsoever and in such case bidder(s)/successful bidder shall have no claim arising out of such action by BHEL.
- 1.17.3. Unsolicited bids, bids which are incomplete or not in the form specified or defective or have been materially altered or not in accordance with the tender conditions, specifications etc., are liable to be rejected.

- 1.17.4. If a bidder who is a proprietor expires after the submission of his bid or after the acceptance of his bid, BHEL may at their discretion, cancel such a bid. If a partner of a firm expires after the submission of tender or after the acceptance of the tender, BHEL may then cancel such tender at their discretion, unless the firm retains its character.
- 1.17.5. If the bidder deliberately gives wrong information in his bid, BHEL reserves the right to reject such bid at any stage or to cancel the contract if awarded and forfeit the Earnest Money/Security Deposit/any other money due.
- 1.17.6. Canvassing in any form in connection with the bids submitted by the Bidder shall make his offer liable to rejection.
- 1.17.7. In case the Proprietor, Partner or Director of the Company/Firm submitting the tender, has any relative or relation employed in BHEL, the authority inviting the tender shall be informed of the fact along with the Offer. Failing to do so, BHEL may, at its sole discretion, reject the tender or cancel the contract and forfeit the Earnest Money / Security Deposit.
- 1.18. "The offers of the bidders who are under suspension and also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com.

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

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

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

The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

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

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

- 1.19. The Bidder(s) along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

1.20. PROVISIONS FOR MICRO AND SMALL ENTERPRISES (MSEs)

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

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

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

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

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

Type of Tender	Price quoted by MSE	Finalization of tender
Can be Split	L1	Full order on MSE
Can be Split	Not L1 but within L1+15%	25% order on MSE subject to matching L1 price
Cannot be Split	L1	Full Order on MSE
Cannot be Split	Not L1 but within L1+15%	Full Order on MSE subject to matching L1 price

- 1.20.4. The purchase preference to MSE is not applicable for works contracts.
- 1.20.5. **Special provision for Micro and small enterprises owned by SC or ST:** - Sub target of 25% (i.e. 6.25% out of 25%) would be earmarked for procurement from Micro and Small Enterprises owned by the Scheduled Caste or Scheduled Tribe Entrepreneurs provided that in event of failure of such Micro and Small Enterprises to participate in the tender process or meet the tender requirements and the L1 price, the 6.25% sub-target for procurement earmarked MSE owned by Scheduled Caste or Scheduled Tribe Entrepreneurs shall be met from other MSE Enterprises/s.

- 1.20.6. **Special provision for Micro and small enterprises owned by Women:** - Sub target of 25% (i.e. 3% out of 25%) would be earmarked for procurement from Micro and Small Enterprises owned by Women Entrepreneurs provided that in event of failure of such Micro and Small Enterprises to participate in the tender process or meet the tender requirements and the L1 price, the 3% sub-target for procurement earmarked MSE owned by Women Entrepreneurs shall be met from other MSE Enterprises/s.

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

- i. In case of proprietary MSE, proprietor shall be women;
 - ii. In case of partnership MSE, the women partners shall be holding at least 51% share in the Unit;
 - iii. In case of Private Limited Companies, at least 51% share shall be withheld by Women promoters.
- 1.20.7. In case of any change in the MSE status of the Bidder, it shall be the responsibility of the Bidder to notify the change as a part of the Bid document. If at a later date it comes to the knowledge of BHEL, that the change in the status has not been intimated by the Bidder and the order is obtained under the premise of an MSE then BHEL would cancel the pending order against this tender and take necessary steps for suspension of the business dealing with the Bidder as per the procurement policy of BHEL.
- 1.20.8. In case after the bid opening it is seen that no MSE has become L1, then depending on the nature of the item, if it is not possible to split the tendered items / quantities on account of reasons like customer contract requirements of supplying one make for a given project or technical reasons like the tendered item being a system etc. then BHEL would not counter offer the L1 prices even though there may be MSE bidders within the +15% band of L1.
- 1.20.9. However, credentials of all MSE suppliers / bidders will be verified before considering the intended benefits for MSE suppliers at the time of tender evaluation.
- 1.20.10. Startups who are also registered as MSEs and wish to avail the benefits as applicable to MSE, shall submit relevant documents covered under Conditions for Micro and Small Enterprises elsewhere in this tender.

1.21. INTEGRITY PACT (IP):

- 1.21.1. IP is a tool to ensure that activities and transactions between the Company and its Bidders/Contractors are handled in fair, transparent and corruption free manner. A panel of Independent External Monitors (IEMs) have been appointed to oversee implementation of IP in BHEL.
- 1.21.2. The IP as enclosed with the tender (**Annexure-G**) is to be submitted (duly signed by authorized signatory who signs in the offer) along with bid. Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.
- 1.21.3. Details of IEM for this tender is furnished below:

Name: **Mrs. Pravin Tripathi**, IA & AS (Retd.), Email: pravin.tripathi@gmail.com

Name: **Shri D.R.S Chaudhary**, IAS (Retd.), Email: dilip.chaudhary@icloud.com

- 1.21.4. Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case any complaint arising out of the tendering process, the matter may be referred to the IEM mentioned in the tender.
- 1.21.5. No routine correspondences shall be addressed to the IEM (phone/post/email) regarding the clarifications, time, extensions or any other administrative queries, etc on the tender issues. All such clarifications/ issues shall be addressed directly to the tender issuing (procurement) department.

For all clarifications/issues related to the tender, please contact:

Contact Person: R P Singh, Manager (HR-GAX & ISMG)
Contact Address: Corporate Office, BHEL House, Siri Fort, New Delhi
Email: rps@bhel.in
Phone: 011-66337406
Mobile: 9910409552

OR

Contact Person: Meena Thakran, Sr. Engineer (HR-GAX & ISMG)
Contact Address: Corporate Office, BHEL House, Siri Fort, New Delhi
Email: meenat@bhel.in
Phone: 011-66337401
Mobile: 9654396575

1.22. RISK & COST: This clause, in line with other Conditions of Contract will be invoked in any of the following cases. In such an event, it shall be obligatory on the part of Contractor to make good any loss suffered by BHEL. In such cases, BHEL shall withhold bills, Security Deposit, etc. of the Contractor, which are pending either at BHEL-Corporate Office or any other Unit of BHEL. Wherever Risk purchase clause (amounting to more than 5% of contract value) is invoked, action shall be initiated as per relevant clause of “Guidelines for suspension of business dealings with Suppliers / Contractors” which is uploaded on BHEL website www.bhel.com. To know the implications of suspension, the bidder may see aforesaid guidelines.

- 1.22.1. Contractor's/ supplier's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor/ supplier including unexecuted portion of work/ supply does not appear to be executable within balance available period (#) considering its performance of execution.
- 1.22.2. Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.
- 1.22.3. Non completion of work/ Non-supply by the Contractor/ supplier within scheduled completion/delivery period as per Contract or as extended from time to time, for the reasons attributable to the contractor/ supplier.
- 1.22.4. Termination of Contract on account of any other reason (s) attributable to Contractor/ Supplier.
- 1.22.5. Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
- 1.22.6. Non-compliance to any contractual condition or any other default attributable to Contractor/ Supplier.

#In-case inputs from BHEL/Customer are likely to be delayed or are actually delayed, this delay may also be taken into account while considering balance period available for execution of Contract.

- 1.23. The bid submitted by a techno commercially qualified bidder(s) shall become the property of BHEL who shall be under no obligation to return the same to the bidder. However unopened price bids and late bids shall be returned to the bidders.
- 1.24. Any discount/ revised offer submitted by a bidder on its own shall be accepted provided it is received on or before the due date and time of offer submission (i.e. Part-I bid). The discount shall be applied on pro-rata basis to all items unless specified otherwise by the bidder. Unsolicited discounts/ revised offers given after Part-I bid opening shall not be accepted.
- 1.25. In case there is no change in the technical scope and/ or specifications and/ or commercial terms & conditions, the bidder/s shall not be allowed to change his/ their price bids after the due date, within the validity period.
- 1.26. In case of changes in scope and/ or technical specifications and/ or commercial terms & conditions, having price implications, techno-commercially acceptable bidders shall be asked by BHEL (after freezing the scope, technical specifications and commercial terms & conditions) to submit the impact of such changes on their price bid. A suitable cut-off date and time should be given to all the techno-commercially acceptable bidders to submit the impact on their price bids.
- 1.27. In the event of any bidder, after finalizing the technical specification & scope of work, opting to revise and submit their latest price bid instead of submitting impact on their price bid asked by BHEL, then their original price (i.e. the previous bid) shall also be opened to know the price impact.
- 1.28. BHEL shall not be responsible for any expense incurred by bidders in connection with the preparation & delivery of their bids, site visit, participating in the discussion and other expenses incurred during the bidding process.
- 1.29. The tender schedule and the tender shall be deemed to form an integral part of the contract to be entered into for this work. All the terms & conditions mentioned in this tender document shall form a part of the Contract-Agreement, which shall be executed between the successful bidder and BHEL.
- 1.30. The Contractor will be abiding to execute the work assignments on job contract basis strictly in accordance with the terms and conditions of the tender documents.
- 1.31. The Contractor will be responsible for the quality of the job and will immediately rectify the deficiency pointed out in the job performed.
- 1.32. **SUBLETING:** The Contractor should not sub-contract part or complete work detailed in the tender specification undertaken by him without written permission of BHEL. The Contractor is solely responsible to BHEL for the work awarded to him.
- 1.33. **INCIDENTS RESULTING IN TERMINATION OF CONTRACT:** Following incidents will be considered as reason for both; imposition of penalties being in the nature of liquidated damages for breach of contract and may also attract termination of contract prior to its conclusion and the completion of the services assignment as the case may be.

S. No.	Incident
a.	In the event of external factors (like natural disasters) which are beyond the control of the Contractor or BHEL.
b.	BHEL reserves the right to terminate by prior written notice, the whole or part of the contract. The notice of termination shall specify that termination be for BHEL's convenience, the extent to which performance of work under the contract is terminated and the date on which such termination becomes effective.

c.	In the event of Failure/inability of one party or the other.
d.	Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the accepting officer shall have the option of terminating the contract without compensation to the contractor's authorized survivors.
e.	In the event of cancellation of any of the licenses or statutory permissions required for carrying out the services.
f.	In case, the personnel deployed by the Contractor found to have indulged in any criminal activity in BHEL premises.
g.	In case of any misrepresentation while claiming the payment.
h.	In case of non-compliance of any statutory obligations (as stated in this tender document) by the Contractor during the execution of Contract, may results into termination of Contract. In addition to the above, the Contractor shall also be liable for the penalties provided under the respective statute.
i.	In case of repeated violation of any of the terms of the agreement despite giving warnings on different occasions.
j.	If the Contractor fails to deliver any or all of the services within the time period(s) specified in the Contract, or any extension thereof granted by BHEL;
k.	If Contractor fails to perform any other obligation under the Contract;

1.33.1. The grounds mentioned hereinabove are not exhaustive but merely illustrative. BHEL reserves its rights to terminate the Contract (in whole or in part) at any time in the event the Contractor has contravened any provision of the Contract or any other legal requirement or due to repeated/habitual non-adherence to the qualitative, quantitative and time requirements stipulated in the Contract after giving a notice of 30 days for rectification of the same. If the Contractor has not rectified/ corrected the deficiencies stated in the written notice issued by BHEL, within the period of 30 days from the date of issue of notice, then the Contract may be terminated by BHEL by giving a written communication to the Contractor.

1.33.2. In the event of the termination of the Contract for any reason whatsoever, BHEL's liability shall only extend to making payment to the Contractor of the Contract Price accruing (prorated, if necessary) up to the date of termination for actual services rendered by the Contractor after making all deductions that BHEL is entitled to make pursuant to provisions of this Contract. BHEL shall not have any liability to pay to the Contractor any compensation or reimburse any costs incurred by the Contractor and the Contractor hereby waives any claim for compensation for losses/damages and/or reimbursement of costs.

1.34. RECOVERY FROM CONTRACTOR: Whenever under the contract, any sum of money shall be recoverable from or payable by the contractor, the same may be deducted from any sum then due or which at any time thereafter may become due to the contractor under the contract or under any other contract with BHEL or from his security deposit, or the contractor shall pay the claim on demand without any terms & conditions.

1.35. POST TECHNICAL AUDIT OF WORK & BILLS: BHEL reserves the right to carry out a post payment audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc. and to enforce recovery of any sums becoming due as a result thereof in the manner provided into the proceeding sub-paragraph provided however, that no such recovery shall be enforced after three years of passing the final bill.

1.36. SECURITY OF CONFIDENTIAL INFORMATION: The bidder(s)/contractor agree & acknowledge that in the course of their discussions and interaction, BHEL may disclose information of confidential proprietary nature relating to its business, products, know-how, technology,

customers, employees and financial to the bidder(s)/contractor. Such information shall be considered as confidential. The contractor agrees to keep it confidential & secret at all times and not directly or indirectly disclose to any party other than its employees and authorized personnel's strictly on a need know basis, without the prior written permission of BHEL.

SETTLEMENT OF DISPUTES

- 1.37. **CONCILIATION:** If at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, execution, effect, interpretation or breach of the Contract, which the Parties are unable to settle mutually, arise inter-se the Parties, the same may be referred by either Party to Conciliation to be conducted through Independent Experts Committee (IEC) to be appointed by competent authority from the BHEL Panel of Conciliators.

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

1.38. **ARBITRATION:**

- 1.38.1. In case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by BHEL .

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

Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be **DELHI**.

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

Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.

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

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

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

1.40. DEFAULT/BREACH OF CONTRACT, INSOLVENCY AND RISK PURCHASE

1.40.1. If the Service Provider / Contractor fails to provide the required services as per the Contract / fails to deliver the goods or materials or any instalment thereof within the period(s) fixed for such delivery or delivers goods or materials not of the contracted quality and failing to adhere to the contract specifications or at any time repudiates or otherwise abandons the contract before expiry of such period or refuses or is unable to supply / provide goods / services or materials covered by the Order/Contract either in whole or in part or otherwise fails to perform the Order/Contract or commits any breach of the Order/Contract not herein specifically provided for or in the event of the death or insanity or if the Seller/Contractor being an individual or if a firm on a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the Order/Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolved under the Partnership Act or if the Seller/Contractor(Service Provider) being a company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager, the purchaser without prejudice to his right to recover any expenses, losses or damages to which the purchaser may be put to incur or sustain by reason of the Seller/Contractor's default or breach of Order/Contract shall be entitled to cancel the Order/Contract either in whole or portion thereof without compensation to the Seller/Contractor(Service Provider) and if the purchaser so desires, he may procure upon such terms and in such manner as he deems appropriate, stores not so delivered or others of a similar description where stores exactly complying with particulars are not, in the opinion of the purchaser, which shall be final, readily procurable, at the risk and cost of the Seller/Contractor(Service Provider) and the Seller/Contractor(Service Provider) shall be liable to the purchaser for any excess costs provided that the Seller/Contractor(Service Provider) shall continue the performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The Seller/Contractor (Service Provider) shall on no account be entitled to any gain on such repurchases.

1.40.2. Cost of the purchases/service made by the Purchaser/Service taker at the risk and cost of the seller/Contractor (Service Provider) shall be worked out after levying 30% overheads as departmental charges on the cost of materials / services so purchased/hired.

1.41. FORCE MAJEURE: A Force Majeure (FM) means extraordinary events or circumstance beyond human control such as an event described as an Act of God (like a natural calamity) or events such as war, strike, riots, crimes (but not including negligence or wrong-doing, predictable/seasonal rain and any other events specifically excluded in the clause). An FM clause in the contract frees both parties from contractual liability or obligation when

prevented by such events from fulfilling their obligations under the contract. An FM clause does not excuse a party's non-performance entirely, but only suspends it for the duration of the FM. The firm has to give notice of FM as soon as it occurs and it cannot be claimed ex-post facto. There may be a FM situation affecting the purchase organization only. In such a situation, the purchase organization is to communicate with the supplier along similar lines as above for further necessary action. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for a period exceeding 90 (Ninety) days, either party may at its option terminate the contract without any financial repercussion on either side.

Notwithstanding the punitive provisions contained in the contract for delay or breach of contract, the supplier would not be liable for imposition of any such sanction so long as the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event covered in the FM clause.

- 1.42. **DEVIATIONS:** Deviations, if any, may be indicated in format enclosed. Deviation mentioned elsewhere in the offer shall not be considered. BHEL reserves the right to accept or reject the deviation sought. Bidder may note that Bid shall be in full compliance to the requirements of Bidding Document, failing which bid shall be considered as non-responsive and may be liable for rejection.
- 1.43. **AGREEMENT TENURE & CONTRACT PERIOD:** The contract will commence on the date as applicable against the contract/agreement and will remain in force for a period of twenty-four months which can be further extended on the same terms and conditions on the mutual agreement between BHEL and the Contractor 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 minimum 30 days' notice to the Contractor without assigning any reason therefore and without prejudice to the rights of BHEL to recover any amount becoming due under this Agreement.
- 1.44. Lowest "Service Charge" received against the Tender need not be acceptable to BHEL and in that case BHEL would not consider the same for Award of Contract. BHEL would negotiate or re-float the Tender if L1 price is not the lowest acceptable price to them inter-alia other reasons.
- 1.45. **BHEL reserves the right to verify pre-qualifying credentials of the Bidder. BHEL also reserves the right to cross-check / verify the genuineness of the documents submitted along with the offer by the bidder. At any stage, BHEL may also ask for original documents and bidder / contractor has to submit the same. If at any stage, the document(s) submitted by bidder / contractor is/are found incorrect/ false, the necessary action will be taken by BHEL against the bidder/contractor as per extant guidelines / policies / terms & conditions of this tender.**
- 1.46. **No Claim Certificate:** The Contractor shall not, be entitled to make any claim, whatsoever, against BHEL under or by virtue of or arising out of this contract nor shall BHEL entertain or consider any such claim after Contractor shall have signed a "no claim certificate (WAM 10)" in favour of BHEL in such forms as shall be required by BHEL after the works are finally accepted or finalization of contract.
- 1.47. **Clarification of Bids:** During evaluation of bids, BHEL may, at its own discretion, ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing over e-mail. If the response to the clarification is not received before the expiry of deadline prescribed in the request, BHEL reserves the right to make its own reasonable assumptions at the total risk and cost of the bidder. Also seeking clarification does not mean bidder's bid has been accepted.

- 1.48. The performance of the services will be continuously evaluated by the designated committee/user groups nominated by BHEL.
- 1.49. **Lisasoning with local and state authorities:** Service Provider will co-ordinate with state and local authorities for the work being done by it, as needed.
- 1.50. **Value Engineering for better services and Cost Reduction:** Service Provider will use the expertise it has to suggest ways and means of improving the services and reducing cost.
- 1.51. **Reporting:** Service Provider will submit the Daily, Weekly, Monthly, Quarterly, Half-Yearly and Annual Reports as per the formats discussed and decided between BHEL and Service Provider. These Formats will be submitted by Service Provider within 1 week of commencement of Services at BHEL and will be finalized within one week from submission.
- 1.52. **Due Diligence:** The Bidder is expected to examine all instructions, forms, terms & specifications in the bidding document. Failure to furnish all information required by the bidding document or submission of a bid not responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid.

SECTION-II

SPECIAL TERMS & CONDITIONS OF TENDER

2. SPECIAL INSTRUCTION TO BIDDERS:

- 2.1. STATUTORY OBLIGATIONS / COMPLIANCES / REQUIREMENTS:** Contractor shall comply with all the statutory requirements, rules, regulations, notifications in relation to employment of his employees, issued from time to time by the concerned authorities. The Contractor shall duly comply with all Acts, Laws, or other Statutory rules, regulations, bye-laws applicable or which might be applicable to DELHI with regard to the performance of the work assignments included herein or concerning this Agreement but not limited to **The Contract Labour (Regulation & Abolition) Act-1970 and the related Rules, The Minimum Wages Act-1948 and the related rules, The payment of wages Act-1936 and the related rules, The Factories Act -1948, The Employees' Provident Fund & Miscellaneous provisions Act 1952, Employees' Deposit Linked Insurance (EDLI) Scheme-1976, Employees' Pension Scheme-1995, Employees' State Insurance Act-1948 (to the extent as may be applicable, if any), The Employees Compensation Act 1923 (to the extent as may be applicable, if any), Payment of Bonus Act-1965, Payment of Gratuity Act-1972, Inter-State Migrant Workmen (Regulation of Employment & Conditions of Service) Act-1979, Equal Remuneration Act-1976, Industrial Employment (Standing Order) Act-1960 , The Industrial Disputes Act-1947, The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act-2013, Income Tax Act (with special reference to TDS U/S 192 TO 195 of the Act), GST Act-2017, Child Labour (Prohibition And Regulation) Act, 1986, And Rules, Delhi Shops and Establishments Act 1954, Maternity Benefit Act, 1961, Inter-State Migrant Workmen Act, 1979 and the amendments made thereafter to these Acts/ Laws and from time to time take such steps as may be deemed necessary in this regard. Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him. Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and also provide a copy of the same to BHEL.**
- 2.2. DEATH CUM ACCIDENTAL INSURANCE POLICY:** The Contractor shall necessarily buy death cum accidental insurance (24x7) policy for all of his workforce to be deployed under the contract before the start of work. No workforce should enter the BHEL-premises or working area without insurance cover. Copy of the Insurance Policy to be necessarily submitted by the Contractor in the first month itself of start of the contract. The coverage shall be of ₹5.00 Lakhs per individual. The sum assured (₹5.00 Lakhs) shall become payable to the nominee/legal heir in the event of death due to accident of insured person. In the event of death of any member of workforce deployed by the contractor without proper insurance cover, the contractor shall be liable to pay ₹5.00 Lakhs to the nominee/ legal heir of such deceased member of workforce. Accident Insurance Scheme which will be a one-year cover, renewable from year to year, offering accidental death & disability on account of an accident. The Contractor will be responsible to pay the premium per annum per member for all the workforce during the contract. The Contractor must submit documentary evidence to show coverage of all the workforce under the above mentioned insurance scheme at all times during the validity of contract.
- 2.3. The bidder(s) have to assess the premium of insurance cover for the entire contract period. Bidders should include the impact of cost of insurance cover in their quote (i.e. Service Charge) itself.**

- 2.4. The Contractor will have full and exclusive liability for Wages, PF, ESI, Bonus, Insurance, Uniform etc.; for the personnel deployed by the contractor and other obligation referred under the law now and thereafter imposed by the Government / Local Bodies. The Contractor shall be fully responsible for the timely payment of wages, provident fund, bonus or any other benefits payable under the aforesaid Acts, Laws and regulations to the Workforce engaged by him at the work premises of the BHEL. BHEL shall not be responsible for these payments or any other liability on this account. The Contractor shall also indemnify and compensate BHEL for any liability incurred by BHEL, if any, including costs incurred thereon. In that event. the nominated officer of BHEL shall be entitled to recover the amount so paid, from the contractor, including forfeiture of the Security Deposit; and, if the sum so payable and / the Security Deposit is less than BHEL's claim, it shall be lawful for BHEL to recover the balance amount as a debt from the Contractor.
- 2.5. BHEL will have no liability whatsoever concerning the workforce deployed by the Contractor for the purpose. Contractor will ensure that the job is executed through his workforce on his rolls and under no circumstances the contractor will deploy any casual workforce to carry out the job nor shall sub-contract the job. Contractors are advised that workforce must be employed without any discrimination on caste or creed basis. Whenever it comes to notice that undue influence (external) is exerted to appoint select workforce, the Contractor shall report the same immediately, with necessary details, to Work Order issuing authority. Any complaints received regarding workforce exploitation (i.e. non-compliance of labour laws, release of less payment/perks, delay in payment etc.) shall be viewed very seriously and necessary action, as deemed fit, shall be initiated against the Contractor. Contractor to take due care of this aspect during execution of the Contract.
- 2.6. Continuation of the Contract shall be based on the performance of the Contractor. The following parameters shall inter-alia be considered while evaluating performance of the contractor like Timely rendering of services; Quality of works/services; Compliance with statutory requirements; Safety consciousness; Maintenance of staff in proper uniform, Timely payment of wages, and other terms & conditions of contract.
- 2.7. The Contractor shall perform the work assignments to the best satisfaction of BHEL. In case of continued unsatisfactory performance over a period of time by the Contractor, BHEL shall intimate the same in writing to the Contractor; however, if the performance of the contractor does not improve even thereafter, then, BHEL shall have the right to terminate the contract at the Contractor's risk and cost, by giving one month's notice. In addition, BHEL shall also have the right to forfeit in full, the Security Deposit deposited by the Contractor.
- 2.8. **The Workforce deployed by the Contractor will have no right or claim for the permanent absorption in BHEL. In this connection, the contractor has to submit an affidavit duly signed by all the workforce deployed at BHEL.**
- 2.9. **CARE & TREATMENT**: Contractor or his representative should be in regular touch with all his workforce during all work timings. If any member of workforce falls ill or suffers an accident / injury, the contractor or his authorized representative, shall immediately arrange to take him/her for proper medical care. Delay / ignoring will be treated as violation of contractual obligations. **Provisions of First Aid Facility should be provided & maintained by the Contractor so**, as to be readily accessible during all working hours. Adequate arrangement shall be made for immediate recoument of the equipment when necessary. In case, while on duty and during the course of engagement in work premises of BHEL under this Agreement, if any of the Contractor's Workforce meet (s) with any injury / indisposition due to accident or other natural calamities, the Contractor shall ensure that immediate and adequate medical aid viz., first -aid and subsequent treatment

facilities are provided to the person(s) concerned free of cost without fail. In addition, the Contractor shall also be liable for meeting other statutory liabilities like ESI, Insurance etc. Contractor shall make every arrangement to render all the possible assistance to their workforce in such cases.

2.10. All the facilities required to be provided to workforce under Contract Labour (Regulation & Abolition), Act, 1970 shall be provided by the Contractor.

2.11. REGISTERS AND RECORDS AND COLLECTION OF STATISTICS: All registers and other records required to be maintained under various Labour Laws Rules, shall be maintained complete and up-to-date, and, unless otherwise provided for, shall be kept with Work Supervisor or the nearest convenient building within the precincts of the workplace or at a place within a radius of three kilometers. Such registers shall be maintained legibly in English and Hindi or in the language understood by the majority of the workforce. In case of any call seeking information or statistics in relation to contract labour at any time by an order in writing, the same should be provided without fail. The contractor shall maintain all Register(s); or alternative suitable Register(s) in lieu of any of the registers prescribed below, may be used with the previous approval of the Competent Authority in order to avoid duplication of work for compliance with the provisions of any other Act or the rules framed thereunder for any other laws or regulation or in cases where mechanized pay rolls are introduced for better administration.

2.11.1 Contract Labour (Regulation & Abolition), Act, 1970 & Payment of Wages Act, 1936:

- Employee Register in FORM- A.
- Wage Register in FORM- B.
- Register of Loan / Recoveries in FORM- C
- Attendance Register in FORM- D.
- Employment Card in FORM - XII
- Copies of Wage Slips in FORM - XIX.
- Copies of Half-Yearly Returns in in FORM - XXIV.

2.11.2 Employee State Insurance Act, 1948:

- Register of employees in FORM-6
- Accident Book in FORM-11

2.11.3 Employees Provident Fund & Miscellaneous Provisions Act, 1952: The Contractor has to maintain the Eligibility Register and Online Returns submitted in compliance to Para 36B of the EPD Scheme 1952. Copies of Nomination cum Declaration prescribed under the Payment of Wages Act 1936, The Employees Provident Fund & Miscellaneous Provisions Act 1952, and The ESI Act 1948.

2.11.4 The Payment of Bonus Act, 1962:

- Register showing the details of the amount of bonus due to each of the contract workers, the deductions under Sections 17 and 18 and the amount actually disbursed, in **FORM- C**.
- The contractor shall send a return in **FORM - D** to the Inspector so as to reach him within 30 days after the expiry of the time limit specified in Section 19 for payment of Bonus.

2.11.5 The Ease of Compliance to Maintain Registers under various Labour Laws Rules, 2017: Ministry of Labour & Employment has since notified "Ease of Compliance to maintain Registers under various Labour Laws Rules, 2017" on 21st February 2017 which has in effect replaced the 56 Registers/Forms under 9 Central Labour Laws and Rules made thereunder in to 5 common Registers/Forms. This will save efforts, costs and lessen the compliance burden by various establishments. These Rules are available on the Website

of this Ministry at the link below: <http://labour.gov.in/whatsnew/ease-compliance-maintain-registers-under-various-labour-laws-rules-2017>

- Employee Register - FORM A.
- Wage Register - FORM B.
- Register of Loan/Recoveries - FORM C.
- Attendance Register - FORM D.

- 2.12. RETURNS UNDER LABOUR LAWS:** The Unified Shram Suvidha Portal, developed by Government of India, facilitates reporting of inspections & submission of Returns and has also been envisaged as a single point of contact between employer, employee and enforcement agencies bringing in transparency in their day-to-day interactions. For integration of data among various enforcement Agencies, the Contractor, as an inspectable unit, is required to register and obtain Labour Identification Number (i.e. LIN) from Shram Suvidha Portal and submit the same in BHEL. Single Online Common Annual Return under 9 Central Labour Acts {(1) *Payment of Wages Act, 1936* (2) *Minimum Wages Act, 1948* (3) *Contract Labour (Regulation and Abolition) Act, 1970* (4) *Maternity Benefit Act, 1961* (5) *Building and Other Construction Workers (Regulation of Employment and Condition of Service) Act, 1996* (6) *Payment of Bonus Act, 1965* (7) *Inter-State Migrant Workmen (Regulation of Employment and conditions of Service) Act, 1979* (8) *Industrial Disputes Act, 1947* (9) *The Mines Act 1952*} has been made operational on Shram Suvidha Portal since 24th April 2015 to facilitate filing of simplified Single Online Return by the establishments instead of filing separate Returns, under the Various Acts and same shall be duly filed by the contractor with a copy to BHEL. The Contractor shall submit annual returns in Form-6A and Form 3A, prescribed under statutory EPF scheme, 1952 and annual returns in Form-6 prescribed under ESI Act, in respect of all the workforce (wherever applicable) deployed by him with a copy to BHEL.
- 2.13.** The contractor shall comply with all norms stipulated by BHEL such as gate passes, discipline & decency at and around the work site etc.
- 2.14.** No excuses for hindrance viz. jungle, extreme weather condition, non-availability of workforce, non-availability of funds etc. will be entertained for not completing the work during the entire contract period.
- 2.15.** The Contractor shall indemnify and compensate BHEL, if BHEL as Principal Employer under the Contract Labour (Regulation and Abolition) Act, 1970 becomes liable to assume any liability towards the workforce engaged by the contractor. In that event, the provisions relating to recover as provided in relevant clauses of the said Act shall be applicable in toto.
- 2.16. CONDUCT:** Contractor shall behave properly with the dealing officials of BHEL and shall not use baseless or unparliamentary word or language in verbal/written communications against any officials of BHEL. Such act on part of the contractor, the same shall be viewed seriously by BHEL and suitable action, as deemed fit, shall be taken by BHEL. The Proprietors/director(s)/ authorized representative(s) on behalf of Contractor shall visit the work premise of BHEL covered under this Agreement once in 15-days during the working hours and meet BHEL representative (an executive nominated by BHEL) as a matter of routine for maintaining regular contacts and ensuring effective coordination on all related issues of Agreements. The contractor shall not indulge in any form of coercion, intimidation, threats, fake allegations acts which prevent / obstruct BHEL Officials in discharging their duties. If any discrepancy comes to notice in this respect on part of the contractor, the same shall be viewed seriously by BHEL and suitable action, as deemed fit, shall be taken by BHEL. The contractor shall not circulate any misleading papers / pamphlets / advertisements / any social media which are factually not correct / defamatory to officials or to BHEL.

- 2.17. BHEL will nominate for each work premise covered under this Agreement, a Representative (hereinafter called "the Company Representative") from among the Executive / Supervisor of the respective Administration Department.
- 2.18. In the event of termination of contract for any reason whatsoever or on completion of contract, the contractor shall withdraw all his workforce from the establishment of BHEL. In case the contractor has to discontinue services of any workforce (due to any reason) deployed under this agreement at any of BHEL premise, he should settle all statutory dues/payments of such individual immediately. In case of failure to do so, necessary penal action shall be taken against the Contractor.
- 2.19. The Contractor will maintain an instruction book at job premises, serially numbered on each page, so that our visiting officers can issue instructions regarding progress and quality of job to the Contractor. The Contractor or the contractor representative will sign in the instruction book in token of receipt of and understanding of such instructions. Action taken on the instructions by the contractor or the contractor's representative shall be intimated to Officer-in-Charge or any other authorized representative of BHEL and their comment be recorded in the instruction book.
- 2.20. Successful bidder shall abide by all the rules / regulations / status imposed by the Govt. or other concerned authorities. The contractor will be responsible for workmen's compensation & other requirements of local Municipalities / Govt. or any other law regulating bodies.
- 2.21. Successful bidder shall have to execute "**Contract Agreement**" on a non-judicial stamp paper of ₹100/- at **DELHI-India**, immediately after the issuance of LOI / Work Order. Payment will not be released if agreement is not signed & submitted. Proforma of Agreement is enclosed at **Annexure-L**.
- 2.22. **LABOUR LICENCE:** The Contractor shall have to obtain labour license {(as on date- *if the number of workforce deployed is more than 19*) from appropriate government (as on date Central Government)} by taking up the job on contractual basis under Contract Labour (Regulation and Abolition) Act-1970 and submit the copy of licence to BHEL within 15 days from the date of placement of Work Order / LOI. No contractor to whom Contract Labour (Regulation and Abolition) Act-1970 applies shall supply or engage contract labours in the establishment or undertake or execute the work through contract labour without a valid labour licence. In case the number of workforce desired to be deployed by the contractor against the contract during execution exceeds the number of workforce allowed in the license, then the contractor shall obtain prior amended valid labour license for the contract for the requisite number of workforce.
- 2.23. **IDENTITY:** The Contractor shall ensure that the Workforces engaged by him must wear & display ID-cards prominently on their uniform during their duty period (as the same duly endorsed by BHEL). Each Workforce shall also wear his name badge (to be issued by the contractor) while on duty. All the personnel so deployed will follow strictly the security regulations of the BHEL, in vogue from time to time.
- 2.24. **ISSUE OF PHOTO IDENTITY CARD:** Each workforce shall be issued a photo identity card, by the Contractor employing or engaging the workforce. Every workforce shall carry on his person the photo identity card issued and shall produce it on demand for inspection by BHEL.
- 2.25. **ATTENDANCE RECORD:** Attendance of the workforce deployed by the Contractor will be maintained by the Contractor and copy of such document duly signed & stamped by the Contractor shall be provided to BHEL. Contract shall provide proper Biometric Employment cards for the contract workers to be deployed by him for Work/Services,

duly signed by the contractor or authorized person on behalf of contractor. **Contractor is required to install Bio-Matric Attendance System to regulate attendance of the workforce engaged by them. Contractor shall provide proper Biometric Employment cards for the workforce to be deployed by him for Work/Services, duly signed by the contractor or authorized person on behalf of contractor. All the workforce deployed by the Contractor at work premises should also mark their attendance in the Bio-Matric Attendance System installed at BHEL premises. For the same, the Contractor should complete all formalities before deployment of workforce at work premises.** However, a physical attendance register (Muster-Roll) shall be also maintained by the concerned Work Supervisor of the Contractor at work premise for physical verification by BHEL / statutory authorities.

2.26. CHARACTER VERIFICATION AND ANTECEDENCE: The contractor should get the character / antecedence of all the workforce deployed by them at the work premises, verified by the Police Authorities before engaging & deploying them in BHEL premises. It is mandatory for the Contractor to Arrange / Apply for “On Line” Police Verification in respect of each individual deputed for BHEL on his own expenses and **submit Police Verification Report obtained from the Police Authorities in respect of each individual before deploying him/her for BHEL treating it as a mandatory requirement.** Please note that online application for Police Verification is to be made by the Contractor himself/themselves giving declaration that the individual in question is his/their own employee. Police Verification applied by the individual will not be accepted. **In case the contractor desires to change the Workforce deployed by him/her due to any reason or BHEL requires the Contractor to withdraw any workmen, the new incumbent (replacement) should be deployed with the clearance of BHEL, subject to verification as explained above.**

2.27. WAGES:

2.27.1. Components of Wages / Statutory Payments (i.e. Rates of Minimum Wages, Rates of Contribution by Employer & Employee towards EPF and ESI, Rates of Contribution by Employer towards Bonus, Number of Encashable Leaves etc.) are subject to amendments as & when promulgated from time to time by respective statutory authorities / appropriate government.

2.27.2. The Contractor will pay the minimum wages as per relevant provisions of Minimum Wages Act, 1948 (i.e. Respective State Govt. notified Minimum Wages) alongwith BHEL additional payment / cash component of ₹3200/-, ₹3700/- & ₹4100/- for Un-skilled, Semi-Skilled and Skilled Category of workforce respectively.

2.27.3. Increase of VDA as & when notified by Govt. of NCT of Delhi (subsequent to floating of this tender) be incorporated in the monthly wage calculation and any further increase of VDA will become the part of monthly consolidated wages.

2.27.4. All payments to the contractor's workforce (so engaged for deployment under this contract) shall be as per the terms of contract and as per details enumerated in **Annexure- M1.**

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

- 2.27.6. The contractor shall fix wage periods in respect of which wages shall be payable.
- 2.27.7. No wage period shall exceed one month.
- 2.27.8. Where the employment of any member of workforce is terminated by or on behalf of the contractor the wages earned by him shall be paid before the expiry of the second working day from the day on which his employment is terminated.
- 2.27.9. All payments of wages shall be made on a working day and during the working time and on a date notified in advance and in case the work is completed before the expiry of the wage period, final payment shall be made within 48 hours of the last working day.
- 2.27.10. Wages shall be paid without any deductions of any kind except those specified by the Central Government by general or special order in this behalf or permissible under the Payment of Wages Act, 1936 (4 of 1936).
- 2.27.11. An executive nominated by BHEL shall record under his signature a certificate at the end of the entries in the Register of Wages or the [Register of Wages-cum-Muster Roll] as the case may be, in the following form: “*Certified that the amount shown in column No. ... has been paid to the workman concerned on at*”
- 2.27.12. **MODE and TIME FOR PAYMENT OF WAGES:** The Contractor shall make the disbursement of wages to all the workforce in a suitable applicable mode (**primarily by electronic mode**) but strictly not in cash and inform BHEL electronically the amounts so paid along with their respective mode of transaction. The contractor shall adopt & promote digital payments (NEFT/RTGS) as these are transparent, less time consuming, user-friendly & convenient mode of payment. Opening of bank account or making the payment of wages in their existing /new bank account is the responsibility of Contractor itself. All wages shall be paid in current coin or currency or in both. The Contractor shall fix wage periods in respect of which wages shall be payable. No wage period shall exceed one month. **The wages of every person employed as contract labour in an establishment or by a contractor, where less than one thousand such persons are employed, shall be paid before the expiry of seventh day (7th) and in other cases before the expiry of tenth day after the last day of the wage period in respect of which the wages are payable. Any delay on this account (i.e. delay in disbursement of monthly wages) may results into penalty or termination of Contract.**
- 2.28. **BONUS:** The contractor shall be liable to pay statutory bonus under **The Payment of Bonus Act 1965** and submit proof of disbursement. The contractor shall ensure the payment of Min. Bonus @ 8.33% as per Payment of Bonus Amendment Act 2015. Same is applicable for the Wages up to ₹21,000/- . As per Bonus Amendment Act-2015, bonus is to be computed on ₹7,000/- or the minimum wage for the scheduled employment, as fixed by the Appropriate Government, whichever is higher. The contractor shall strictly comply with the provisions of **The Payment of Bonus Act 1965** and **The Payment of Bonus Amendment Act-2015**. The Contractor has to disburse the payment of Bonus to their workforce within a period of eight months from the close of the accounting year. and submit proof of payment of bonus in **Form-C** and **Form-D** under the Act to BHEL. Payment against Min. Bonus shall be made to the contractor when the contractor submits proof of such payment at the end of one accounting year i.e. annual basis (and not with every monthly bill).

- 2.29. The Contractor shall comply with the provisions of the **Payment of Wages Act, 1936** and the rules made there-under in respect of all workforce employed by him in the services/works. If in compliance with the terms of the contract, the Contractor shall supply any workforce to be used wholly or partly under the direct orders and control of BHEL whether in connection with the works to be executed hereunder or otherwise for the purpose of BHEL, such workforce shall nevertheless be deemed to comprise persons employed by the contractor and any moneys which may be ordered to be paid by BHEL shall be deemed to be money payable by BHEL on behalf of the Contractor and BHEL may on failure of the Contractor to repay such money to BHEL deduct the same from any money due to the Contractor in terms of the contract. BHEL shall be entitled to deduct from any money due to the contractor (whether under this contract or any other contract) all money paid or payable by BHEL by way of compensation of aforesaid or for costs of expenses in connection with any claim thereto and the decision of BHEL upon any question arising out of the effect or force of this Clause shall be final and binding upon the Contractor.
- 2.30. **EPF:** The Contractor shall comply with the provisions of **Employees Provident Fund Scheme, 1952; Employees' Pension Scheme, 1995; and Employees Deposit Linked Insurance Scheme, 1976;** as modified from time to time through enactment of **Employees Provident Fund & Miscellaneous Provisions Act, 1952**, wherever applicable and shall also indemnify BHEL from and against any claims under the aforesaid Act and the Rules. The Contractor should allot PF account number and get the nomination form, duly filled in, from each member of workforce deployed by him at the time of joining. Each member of workforce must have his/her Provident Fund KYC completed and his respective UAN must have been allocated. All the Workforce must possess "**UAN Card**" having an active UAN (Universal Account Number) so that they can avail all the intended benefits of EPF. The contractor shall deposit Employees and Employer Contributions in the designated accounts with the designated authority for each wage month. After termination of contract or on completion of contract, the contractor shall provide due assistance to their workforce for withdrawal of PF/Pension amount, when due. The Contractor shall liaison with the PF officials to get the annual PF slips and distribute amongst their own workforce.
- 2.31. **ESI:** The contractor shall strictly comply with the provision of **Employees' State Insurance Act-1948** (to the extent as may be applicable, if any). The Contractor should allot ESI account number and get the nomination form, duly filled in, from each member of workforce deployed by him at the time of joining. At the time of joining, the contractor shall get the self / family registration form filled by each member of workforce and submit to the local ESI office. All eligible Workforce must possess "**ESIC SMART PEHCHAN CARD**" so that they can avail medical & other intended benefits of ESIC. The contractor shall facilitate collection of issued ESI cards by his workforce.
- 2.32. In lieu of ESI {for those set of workforce who are or will be outside the coverage of ESI}, a comprehensive Insurance Policy for meeting the liability under Employees Compensation Act & Medical Coverage for the worker and dependent family members within the same allocable ESI cost will be taken by the contractor and it shall be voluntary for respective workforce.
- 2.33. As per the Payment of Gratuity Act, 1972, "*completion of continuous service of five years is not necessary where the termination of the employment of any employee is due to death or disablement*" and hence payment for gratuity in such case during the currency of the contract will be paid to the contractor on submission of copy of proof of disbursement of gratuity payable to his employee. In case of death of the employee of the contractor, gratuity payable to deceased employee shall be paid by the contractor to

his nominee or, if no nomination has been made, to his heirs, and where any such nominees or heirs is minor, the share of such minor, shall be deposited with the Controlling Authority. Nomination form as prescribed under Payment of Wages Act must be kept on record and should be considered for extending benefit by the Contractor.

- 2.34. CONTRACTOR TO ENGAGE WORKFORCE BELONGING TO SCHEDULED CASTES AND WEAKER SECTIONS OF THE SOCIETY:** While engaging & deploying the workforce, Contractors are required to make efforts to provide opportunity of employment to the people belonging to Scheduled Castes and weaker sections of the society also in order to have a fair representation of these sections.
- 2.35. Online Electronic Cum Challan Receipt (ECR) is available for both EPFO and ESIC independently. Filing & Payment of contribution is also online with no requirement of any paper document. Establishments can also online file a common Electronic Cum Challan Receipt (ECR) for both EPFO and ESIC on Shram Suvidha Portal.**
- 2.36. The contractor should ensure / check that if your new joining employee (if any) was earlier working & issued with any UAN / ESI Card, if so, insert his details (old) in your portal otherwise register your new workforce immediately.**
- 2.37. The contractor shall also update mobile/telephone/e-mail/family details/ KYC etc. particulars of all workforce in the EPFO & ESIC portals to enable them to avail all the intended benefits under EPF and ESIC schemes. This will also help statutory authorities in approaching workforce to deliver services/advice quickly.**
- 2.38. The Contractor shall immediately at the time of employment / deployment of any workforce, inform the individual of his rights / benefits (under EPF / ESI etc. schemes) & duties, in writing as well as through electronic means, in English or Hindi or in the official language of the area of deployment, as may be understood by the individual.**
- 2.39. The Contractor has to mandatorily provide comprehensive day-long training for the awareness of labour laws, benefits under various Social Security Schemes, grievance Redressal mechanism, duties, scope of work, safety & health measures, BHEL's security rules & regulations, any other provisions applicable to his workforce deployed by him at BHEL premises under this contract. The Contractor has to submit documentary proof / evidence (alongwith first bill) to BHEL having conducted such a training to all the workforce.**
- 2.40. CHARGES FOR EXTRA SERVICES / OVER TIME:** In addition to normal duty hours, extra services may be required. However, the Contractor shall not render any extra services unless he receives specific written instructions in writing from authorized representative(s) of BHEL. Moreover, when any member of workforce works for more than 48 hours in any week, he/she is entitled for wages on overtime rates i.e. double the ordinary rates of wages. It is provided therein that where a member of workforce is required to work beyond the normal hours of work or on any day of rest, he/she shall be entitled to wages at rate of twice his/her ordinary rate of wages in respect of the overtime work or work done on a day of rest, as the case may be. Computation of extra duty hours shall be done on weekly basis. When payment is made on monthly scale of pay, the daily rate of wages can be obtained only by dividing the amount of wages for 30 days by 26. Further, due to any reason, the duty hours performed by a member of workforce are less than 48 hours for that particular week, per hour charges for extra hour shall be same as rate of wages per hour. The work hours may be increased up to 54 hours a week subject to the condition that overtime work hours do not exceed 150 in one year. As far as payment of Overtime / Extra Services is concerned, due care and control to be exercised. Contractor has to maintain records and register prescribed for Over Time.

2.41. WORKING DAYS / HOLIDAYS / LEAVE: All the workforce must be allowed at least one whole day of rest / weekly-off for every six continuous working days. No deduction shall be made by the Contractor from the wages of any workforce on account of “**Weekly-Off**” or “**National Holidays**”. Workforce deployed by the Contractor shall be required to work normally on all six days (Monday to Saturday) for **8 ½ Hrs. with a break of half-an-hour after every 04 Hrs.** The Contractor's workforce shall also be entitled to leave in each calendar year as admissible under **Delhi Shops and Establishments Act -1954** viz., (i) 15 days' privilege leave after one year i.e. 5 days' privilege leave with pay after every four months of continuous employment; (ii) 12 casual/sick leave after one year i.e. one casual/sick leave, after every month of continuous employment which cannot be accumulated beyond one year. Contractor will make payment/disbursement of leave-salary on account of un-availed 15 days' privilege leave) to his workforce on calendar year basis. Any leave availed in excess of limits specified above shall be without pay.

- The Contractor shall be responsible for strictly complying rules on weekly off /Leave / Holidays as prescribed under the statutory laws/rules and thereof.
- Payment against encashment of paid leave shall be made to the Contractor when the Contractor submits proof of such payment at the end of one year i.e. annual basis (and not with every monthly bill).
- If there are any changes in statutory laws / periodicity of payment of leave element or if any other leave / holidays is enforced or modified in future, the Contractor will be authorized for billing to cover the same accordingly.
- The Contractor will maintain proper records of Leaves/ Holidays/ Weekly off etc. granted to the workforce.

2.42. WORKING TIME & NATURE OF SERVICES: The contractor shall perform all the job / services as details mentioned in Section-III on day to day basis.

2.43. Safety, Health and Environment (SHE) MANAGEMENT:

- 2.43.1. All necessary precautions for safety of the man / machine, fire hazard & environmental aspects shall have to be taken by the Contractor for the activities performed by his workforce.
- 2.43.2. The Contractor will be responsible for meeting all obligations for providing a safe and healthy workplace for its workforce. The contractor will be responsible for frequent and regular safety inspections of the worksites, materials, and equipment by its competent employees.
- 2.43.3. **Safety and Personal Protective Equipment:** Unless otherwise specified, the contractor is responsible for providing all necessary safety and personal protective equipment (PPE) needed by its workforce. This equipment must meet appropriate OSHA requirements and be in good working order. The contractor shall ensure that its workforce have received appropriate training on the use and maintenance of safety and PPE prior to its use. Failure to correctly use appropriate safety equipment is a violation of the contract and may result in penalty in line with tender T & C.
- 2.43.4. **Safety Training:** The contractor must ensure that its employees have completed appropriate health and safety training when required by statute/regulation and provide documentation of such training when required by BHEL.

- 2.43.5. **Safety and Health Plan**: The contractor must develop and implement a comprehensive health and safety plan for his or her workforce, which covers all aspects of operations and activities associated with the contract. This plan must comply with all statutorily applicable health and safety regulations and any project-specific requirements that BHEL has specified.
- 2.43.6. It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the **"National Policy on Safety, Health and Environment at Workplace"**.
- 2.44. BHEL shall have no direct responsibility / liability in respect of the Workforce engaged by the Contractor on Job Contract Basis under this Agreement.
- 2.45. In case, the Contractor fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof BHEL is put to any loss / obligation, monetary or otherwise, BHEL will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Contractor, to the extent of the loss or obligation in monetary terms.
- 2.46. BHEL reserves the right to withdraw / relax any of the terms and condition mentioned, so as to overcome the problem encountered at a later stage.
- 2.47. The Contractor will submit periodical returns as may be specified from time to time by BHEL / statutory authority and as prescribed under various labour laws and will maintain all necessary records / reports in this regard. The Contractor shall submit Half Yearly / Yearly Returns to Regional Labour Commissioner or appropriate Authority as required under Contract Labour (Regulation & Abolition) Act 1970 and forward a copy to BHEL also.
- 2.48. The Contractor shall exhibit its licence (Labour Licence etc.) or copy thereof in a conspicuous place at workplace in BHEL Premise. Every contractor shall display an abstract of the Contract Labour (Regulation and Abolition) Act, 1970 and rules in English and Hindi and in the language spoken by the majority of workforce in such form as may be approved by the Chief Labour Commissioner (Central).
- 2.49. All the workforce of Contractor shall render necessary assistance to the police or to BHEL's authority in the process of any investigation pertaining to the activities of that Contractor.
- 2.50. The Contractor shall indemnify and hold BHEL harmless from and against all claims, damages, losses or expenses arising out of or resulting from the work/ services under the contract or while complying with the provisions of applicable statutes whether direct, indirect or consequential as the case may be.
- 2.51. It shall be the sole responsibility of the Contractor to settle disputes, if any arising out of the engagement between himself and the personnel engaged by him and the Management of BHEL shall not in any way be responsible. In the event, any personnel approach the Competent Authority under the Act or the Court, the entire expenses in this behalf shall be borne by the Contractor.
- 2.52. The entire administration and deployment of the workforce will be the responsibility of the Contractor. The Proprietors/director(s) / authorized representative(s) on behalf of Contractor shall visit and check their workforce deployed at BHEL premise periodically in different shift and monitor their performance.
- 2.53. Personal bag & baggage of all the workforce deployed by Contractor at BHEL-Premise shall be liable for physical check-up both at the time of entry into the campus and while leaving at the security gate.

- 2.54. The workforce deployed by the Contractor shall be the employees of the Contractor and there shall not be any employer - employee relationship between BHEL and the said employees of Contractor on any ground whatsoever. BHEL will not issue any experience certificate to the employees of the Contractor.
- 2.55. **UNIFORM:** The contractor has to ensure that uniform and turnout of the workforce shall be smart and proper at all times. Thus, it will be the responsibility of contractor to provide adequate uniform and protective clothing items to all workforce deployed by them. It is also to be noted by the contractor that since BHEL is making payment of uniform allowance to the Contractor, BHEL reserves the right to check the same. The contractor will be solely responsible to procure and issue the prescribed uniform and accessories to the workforce deployed by him and details of the same have been appended below. The uniform shall not be similar to any color/ pattern prohibited by any existing law in force in the country. The Contractor shall ensure that while on duty, his workforce put proper uniforms in distinctive color code and in neat and clean conditions issued to them by the Contractor.

Sl. No.	Item	Quantity	Periodicity	Time of issue	Uniform Articles For
1	Stitched Uniform	02 sets	12 months	1st & 13th month of the contract	Male
2	Black leather shoes	01 pair	12 months		
3	Socks Black	02 pairs	12 months		
4	Black leather belt	01 pc	12 months		
5	Jersey Woolen etc.	01 Pc	12 months		
6	Saree with blouse / Suit Length	02 sets	12 months		Female
7	Black leather Footwear	01 pair	12 months		
8	Socks Black/Blue	02 pairs	12 months		
9	Name Plate (Plastic)	01 pc	12 months		
10	Blazer etc.	01 Pc	12 months		

- 2.56. For security reasons, the contractor shall furnish /submit the details of his workforce along with photograph at BHEL's Security Office before they are brought into the BHEL-premise for providing various services. Without the prior knowledge of the BHEL, the contractor shall not deploy any workforce for any job within BHEL premises. In case the Contractor decides to change one or more member of his workforce, this shall be brought in writing to the notice of the BHEL.
- 2.57. The contractor shall not deploy any workforce below the age of 18 years.
- 2.58. The contractor's workforce shall not loiter in the BHEL premises and also not normally move out of their specified areas. Persons other than those who are required to work or visit the specified premises shall not be allowed into such places.
- 2.59. The contractor's workforce shall not indulge in entertaining their guests/outside in the work premise.
- 2.60. **DISCLAIMER:** While every care has been taken to ensure that the contents (w.r.t. Statutory Obligations / Compliances) of this tender document are accurate and up to date. In case of any conflict between the statutory provisions stipulated in this tender document and in the original source such as applicable Acts or the prevailing laws / rules, the statutory provisions contained in the extant law/rule and the original instructions shall prevail.

2.61. Facilities and Utilities to be provided by the Procuring Entity to service provider at Site:

- 2.61.1 Facility/utility like Piped natural gas (PNG), Water, Electricity would be made available to the successful bidder to carry out the services at NO COST, subject to that the contractor will utilize these only for providing services to BHEL.
- 2.61.2 Proper receipt of all the equipments / utensils will have be obtained from BHEL by the contractor, at the time of commencement of job contract.
- 2.61.3 The contractor shall be provided free of pace in for storing the materials related to housekeeping & catering services which will be utilized against this contract only. The contractor shall at all times keep the place tidy, clean and in sanitary condition to the entire satisfaction of the Officer In-charge. All materials are to be deposited by the contractor only in the place to be indicated by the Officer-in-charge. The safety & security of the contractor's materials will be the responsibility of contractor himself. BHEL will not provide any compensation due to theft, damage or loss of contractor's materials. The stores provided to the contractor will not be utilized as the accommodation for the workers or for any other purpose than storing the materials related to housekeeping and catering services.
- 2.62. The bidder has to provide workforce in sufficient numbers to maintain the buildings as required and of quality to ensure workmanship of the degree specified in the job order and to the satisfaction of the BHEL's Officer-In-Charge. Estimated quantities envisaged for all services i.e. location-category-service-wise assessment of number of points for workforce deployment is placed at **Annexure-M2**. In order to maintain quality services and minimize operational problems, the contractor may rotate the workforce with prior intimation to BHEL. For satisfactory services, the Contractor shall continuously maintain workforce strength as required to cope up with the requirement as arisen for satisfactory services to BHEL. Successful Contractor has to deploy the minimum workforce as emphasized in the scope of services in the contract at any given day. Any deficiencies of the scope of services, the monthly payment against the job / services provided get deducted to the tune of shortages on account of absenteeism.
- 2.63. **SUPERVISORY SERVICES:** Due supervision of jobs at the work premises shall be ensured by the contractor's work supervisors daily for closely monitoring services under the job contract and work supervisor shall be equipped with cell phone facility for effective coordination with BHEL. Adequate intercommunication facilities for communication between supervisors/manager shall also be provided by the contractor. The major responsibility of the works Supervisor would be as under:
- 2.63.1 Obtaining instructions from the concerned BHEL Official(s) for carrying out the works pertaining to their areas.
- 2.63.2 Passing on the work instructions to his team of workforce ensuring completion of work within the stipulated time as instructed above and as per the terms & conditions of the tender document.
- 2.63.3 To ensure proper conduct and discipline by his team of workforce, while performing their duty at BHEL premises.
- 2.63.4 To report / intimate any constraint, if so felt, during the execution of designated works by his team of workforce.
- 2.64. The workforce engaged have to be courteous with pleasant mannerism in dealing with the staff/ visitors of BHEL and should project an image of utmost discipline.

2.65. The Successful Tenderer will have to ensure “minimum requisite qualification and experience” before engagement / deployment at BHEL-premise as mentioned below. BHEL at its own discretions may ask the Contractor to get documents/qualification/skill of workforce verified at any stage during the validity of contract. Under any circumstances, workforce not having minimum requisite qualification and experience, should be engaged / deployed by successful tenderer under this contract. Non-compliance on this account observed at any stage during the validity of contract, penalty will be levied & suitable action will be taken against the Contractor as per tender terms & conditions. BHEL’s decision in this regard shall be final & will be binding on the Contractor.

2.65.1 TYPE-A- Unskilled (USW): For providing Services at Job-Premise, the Contractor has to deploy unskilled workforce who must be minimum 5th Pass and know operations that involve the performance of simple duties, which require the experience of little of no independent judgment or previous experience although familiarity with the occupational environment is necessary.

Unskilled workforce includes: Sanitary Worker and Attendant etc.

2.65.2 TYPE-B- Semi-skilled (SSW) / Non-Matriculate: For providing services at Job-Premise, the Contractor has to deploy semiskilled workforce who must be minimum Non-Matriculate (8th Pass), his/her work will be limited to the performance of routine operations of limited scope.

Semiskilled workforce includes: Carpenter helper, Mason helper, Plumber helper, Welder helper, Painter helper, Mali helper, Electrician helper, DG Operator helper, HVAC Operator helper, Pump Operator helper, Print Room Operator helper, Telephone Operator helper, Fire Panel Operator helper, Conference Hall Operator helper etc.

2.65.3 TYPE-C- Skilled (SW)/Work Supervisor (SW) / Matriculate: For providing Services at Job-Premise, the Contract has to deploy skilled workforce who must be Matriculate (10th Pass), his/her shall be capable of working efficiently of exercising considerable independent judgement and of discharging his duties with responsibility. They must possess thorough & comprehensive knowledge of the trade, craft or industry in which they will be deployed by the Contractor. Specific work, wherever required, work supervisor, receptionist etc. should have basic knowledge of operating computer.

Skilled workforce includes: Carpenter, Mason, Plumber, Welder, Painter, Mali, Electrician, DG Operator, HVAC Operator, Lift Operator, Print room Operator, Telephone Operator, Receptionist, IT Network and software Maintenance staff, Work Supervisor etc.

OR

2.65.4 The Contractor i.e. the employer of contract workers will give certification regarding eligibility of an individual for his/her respective category for TYPE-A, TYPE-B & TYPE-C (mentioned above) on the basis of their skills/experience etc.

SECTION-III
SCOPE OF WORK / SERVICES

SECTION-III (A)

DESCRIPTION OF SERVICE/ ACTIVITY SCHEDULE FOR CORPORATE OFFICE, BHEL HOUSE, SIRI FORT, NEW DELHI-110049:

(Approx. Area of the above office premises is 12805 Sqm. Basement, Ground, 1st to 5th floor & Roof top / Terrace)

<u>CARPENTRY JOBS:</u>
Attending to all type of carpentry complaints for smooth functioning of the entire door (flush / panelled / jali shutters and its frame), window (glass pans / jali shutters and its frame), cupboards, showcase, tables, drawers etc. and it's fitting or any other fitting which involves carpentry work in the building as and when complaints / need arises.
Making of new cabins, partitions, panelling etc. as per requirement of office.
Fixing of door, window fixtures like hinges, sliding door bolts, tower bolt, handles Door closer, stopper, Glass shelf, pattern for table top work etc. wherever required.
Doing of new carpentry job of minor repair & maintenance nature job in the building will be in the scope of contractor.
All the items required for attending the above carpentry jobs of the all the BHEL House will be provided by BHEL. However regular tools & tackles will be made available by the contractor to their workforce (as per attached tool list). Need of any drill machine and drill bit etc. will be provided by BHEL.
<u>MASONRY JOBS:</u>
Attending to all types of masonry complaints for repairing / re-plastering / pointing of damaged / defective wall plaster.
Making of brick work and its plastering, fixing of tiles in wall / floor, marble / Kota in floors & Granite on counters etc. for minor repair & maintenance job in the building will be in the scope of contractor.
Laying of Cement concrete (whether reinforced or not) at various levels with / without centring and shuttering. Removing of centring and shuttering and proper curing of prepared surface.
Water or seepage proofing work in roof terrace, floor and walls as necessary.
All the items required for attending the above masonry jobs of the BHEL House will be provided by BHEL. However regular tools & tackles will be made available by the contractor to their workforce (as per attached tool list). Heavy tools, tackles & scaffolding etc. will be provided by BHEL.
<u>PLUMBING JOBS:</u>
Attending to all type of plumbing complaints for smooth functioning of all the sanitary fitting and fixture of the building as and when complaints / need arise.
Replacement of old/defective GI or PP-R pipe line of different dia. and making of threading in those pipes, finishing the wall surface etc. for attending plumbing jobs of all the building will be in the scope of contractor. However Die and die kit etc. required for the above purpose will be provided by BHEL.
Laying of new GI, PVC or PP-R pipe having different dia. in interior or exterior part of building with all fixtures and fittings including finishing the surface.
Attending to all the plumbing jobs of supply pipe line for building from the water bore wells provided for feeding water supply including MCD supply will be in the scope of contractor.
Replacement of old/damaged/defective items of Chinaware , CP fittings & other fixtures etc. fitted in the toilets, kitchen, gardening points and other locations in the building of minor repair & maintenance nature job will be in the scope of contractor.
Fixing of traps in different position in toilets and kitchen.
Cleaning and maintaining of the overhead water tank.
Thorough Cleaning of water coolers installed for drinking water purpose once in 15 days and as and when required.
All the items required for attending the above plumbing jobs of all the BHEL House will be provided by BHEL. However regular tools & tackles will be made available by the contractor to their workforce (as per attached tool list). Heavy tools & tackles etc. will be provided by BHEL.
<u>WELDING JOBS:</u>
Attending to complaints of welding work in all the building as and when complaints / need arises including making of one or two pieces of new MS Grill flat wise will also be in the scope of the contractor.

All the items required such as welding machine along with lead wire & cable, welding rod, eye protection glass and electricity etc. will be made available by BHEL for this purpose.
<u>PAINTING & POLISHING JOBS:</u>
Attending to complaints of minor painting and polishing work in the building as and when complaints / need arise.
All the items required such as painting and polishing materials, paint brushes, sand papers & dhoti etc. will be made available by BHEL for this purpose.
<u>HORTICULTURE JOBS:</u>
Maintaining of Lawns in front and sides of the BHEL House, Siri Fort Building in lush green, neat and clean with timely watering, manure, weeding out of pruning and cutting of grass with horticulture T&P and grass cutting machine. Grass cutting machine & watering pipes etc. will be provided by BHEL except regular T&P.
Maintaining / Developing of all kinds of potted plants i.e. greener plants, flowering plants, bonsai etc. including of making terracotta painting on earthen pots (terracotta painting on monthly basis) in a presentable manner. Seeds, saplings, fresh plants, carpet grass, pots, earth, manure & terracotta etc. will be provided by BHEL.
Growing of seasonal flowering plants in ground and in pots as required by BHEL.
Maintaining / Planting trees in the lawns adjacent to the BHEL House building.
Maintaining hedges in the lawns neatly by cutting them time to time in proper shape to give appealing look.
Daily disposal of all kinds of horticulture garbage coming out of the lawns, parks etc. to the nearest Garbage bin of MCD.
All the consumables items like manure, fertilizer, new grass, seeds, flower saplings etc. required for horticulture work will be provided by BHEL. However regular T&P will be made available by the contractor to their workforce (as per attached tool list). Heavy tools & tackles like Grass cutting machine will be provided by BHEL.
<u>ELECTRICAL JOBS:</u>
Repair & maintenance of all the power outlet points (whether connected to load or spare) in BHEL House, including: <ul style="list-style-type: none"> • Replacement of faulty switch, sockets, plugs tops, connectors, as when required.
Repair & maintenance of all the lighting fixtures installed in the building, including: <ul style="list-style-type: none"> • Replacement of lamp, CFL, tube, etc., as and when required; • Repair / replacement of the lighting fixtures as and when required; • Cleaning of the same at least once a month.
Repair & maintenance of all types of fans, exhaust fans, installed in the building, including: <ul style="list-style-type: none"> • Repair / replacement of the same as and when required; • Cleaning and lubrication of the same at least once a quarter;
Checking for operability of all types of motors & pumps installed in the building on daily basis.
Repair & maintenance of all power feeders in the building, including: <ul style="list-style-type: none"> • Repair / replacement of faulty components as and when required; • Monitoring the healthiness of all the components such as cables, wires, terminations, MCBs, MCCBs, Main switches, contactors, Kit-Kats, Bus bars, cables, wires, fuses, etc. on continuous basis and replacement of faulty/overheated ones to ensure uninterrupted supply of power.
The electrical load should be checked and balanced in such a way that the total load is divided equitably on all the three phases. The load should also be divided equitably on all the feeders.
Feeder-wise load in terms of current should be measured at least once a week and the recorded readings should be presented to BHEL Officer in-charge in form of a weekly report.
Deployment of electricians should be managed in such a way that the building is manned by at least one electrician 24x7.
A register shall have to be maintained where complaints should be lodged and records should be maintained of the time of lodgment and the time of closure of complaint.
Cleaning & servicing of desert coolers including replacing of wood grass and PVC pipes & painting of cooler body etc. before onset of summer season and installing it at required locations. The desert coolers are to be de-watered, dried, cleaned after summer season is over.

<p>The contractor shall be responsible for maintenance of all sub-station equipment after the BSES Energy meters including the vacuum circuit breaker panels, power transformers, air circuit breaker panels, Automatic Load Switching Panel, Main LT panel- building, Main LT panel AC plant, all the other downstream distribution panels/boards/components up to the last power outlet point connected to the loads (or spare). All the spare parts required for repair and maintenance of electrical installations shall be provided by BHEL. However, all tools & tackles required to execute work under the contract shall be made available by the contractor to their workforce (as per attached tool list).</p>
<p><u>DG SET OPERATION:</u></p>
<p>The operation of DG set-1 (750 kVA), DG set-2 (750 kVA), DG set-3 (200 kVA) along with associated system including test-starting on a daily basis, filling of fuel as and when required, monitoring of the DG set on continuous basis especially, during running and ensuring availability of power backup during failure of main supply. However, the repair and maintenance of DG Sets shall remain in the scope of BHEL.</p>
<p><u>HVAC OPERATION:</u></p>
<p>The operation of complete HVAC system installed in BHEL House including starting, stopping, checking of mode, maintaining the mode on daily basis as per requirement. However, the repair and maintenance of HVAC system shall remain in the scope of BHEL.</p>
<p><u>LIFT OPERATION:</u></p>
<p>The operation of passenger elevators (4 Nos.) in attendant mode (i.e. by deploying operators in the elevators) from 08:00 Hrs. to 20:00 Hrs. on all weekdays except Holidays. On holidays including Sundays, elevators should be operated in auto attendant mode (i.e. without deploying any operator). However, the repair and maintenance of elevators shall remain in the scope of BHEL.</p>
<p>Cleaning of lift cars, operating panels, fans except floor of lift etc. from inside and its door from inside / outside on daily basis and also as and when required</p>
<p><u>PUMP OPERATION:</u></p>
<p>Pump Operator has to operate all the pumps installed in BHEL House and close monitoring of all pump on daily basis.</p>
<p>The Pump Operator monitors and ensure that tank levels have achieved at specified levels, reporting abnormalities as necessary on daily basis.</p>
<p><u>PRINT ROOM OPERATION:</u></p>
<p>Photocopying of official documents and handing over to concerned person.</p>
<p>Taking requisition from employees of BHEL for the record of photocopying.</p>
<p>Making entry in the record register/Computer.</p>
<p>Up keeping of Photocopier Machine on daily basis.</p>
<p>In case of any Photocopier Machine is not working properly, then making complain too Concerned BHEL Person as well as Service Provider.</p>
<p><u>TELEPHONE OPERATION:</u></p>
<p>Attending to all type of telephone complaints for smooth functioning of telecommunication system in BHEL House.</p>
<p>installation, configuration, disconnection etc. of Telephones etc. as per requirement of office.</p>
<p>Ensuring proper connectivity of telephones with EPBX and user systems.</p>
<p>Managing all Jack Panels / Switches in the EPBX etc.</p>
<p>All the items required for attending the telephone complaints of the all the BHEL House will be provided by BHEL. However regular tools & tackles will be made available by the contractor to their workforce (as per attached tool list).</p>
<p><u>FIRE PANEL OPERATION:</u></p>
<p>Perform daily inspection, checking and upkeep of firefighting apparatus (all Firefighting extinguisher, all smoke detector, fire hydrant system, sprinkler system, Fire alarm panel etc.)</p>
<p>Quickly and effectively analyze hazardous situations and take appropriate course of action.</p>
<p>Perform general maintenance work of fire equipment and facilities</p>
<p>general day to day monitoring of fire precautions</p>
<p>monitoring and mitigation of unwanted fire alarm activations.</p>
<p>However, the repair and maintenance of all firefighting apparatus shall remain in the scope of BHEL.</p>
<p><u>CONFERENCE HALL OPERATION:</u></p>
<p>Conference hall operator has to maintain following in all conference hall of BHEL House on daily basis:</p> <ul style="list-style-type: none"> • Ensure complete cleaning and dusting in all conference hall

- Checking of furniture e.g. chair handle & other parts etc.
- Audio visual system testing e.g. Mic, Speaker, projector etc.
- Ensure maintenance of Live plants
- Ensure availability of light.
- Checking of air condition etc.

During the meeting, operator has to available in the conference hall till the completion of meeting or as a when required by BHEL.

In case any system e.g. AC, AV system or their parts are not working properly, then making complain too Concerned BHEL Person as well as Service Provider.

RECEPTION SERVICES:

Receiving visitors at the front desk by greeting, welcoming, directing and announcing them appropriately on daily basis.

Answering screening and forwarding incoming phone calls.

Maintains security by following procedures; monitoring logbook; issuing visitor badges etc.

IT OPERATION & MAINTENANCE SERVICES:

Attending complaints like installation, configuration, maintenance of PCs, Printers, scanners, Workstation etc. and resolving all types of issues related to Hardware and Software by providing technical support. Any External hardware components or parts required for resolving the issues will be provided by BHEL.

Dismantling, assembling and data transfer, in case of hardware shifting.

Support for Mail clients and establish email connectivity.

Troubleshoot the network related issues of users.

Reinstallation and configuration of OS, software (office, mail client, etc.), VC clients, Proxy configuration, AD configuration, Anti-virus, applications, Service Packs, add-ons and Patches.

Upgrade of Windows OS as well as standard office using software provided by BHEL.

Ensuring proper connectivity of Servers with Network and user systems.

Managing all Jack Panels / Switches in the Network

Daily/ Weekly/ Monthly report on the various network related calls.

Terminating, troubleshooting, provisioning, management and maintenance of the cabling system at the Patch Panel as well as the I/O outlet.

Services of defective IOs (Patch cords & IOs to be provided by BHEL).

Re-configuration of I/O services from the Patch Panel for adds, moves & changes..

Providing IT Service Supports for conducting Meetings, Conferences, Training as per BHEL requirement

HOUSEKEEPING SERVICES:

Keeping the entire floor area on all the floors of BHEL neat and clean by sweeping and mopping the floor well before 8:45AM on daily basis. The second mopping of the floor is to be done between 11:00AM and 12:15PM, followed by the third mopping between 2:00PM and 3:15PM. Sweeping and mopping of the floor are also to be done as and when required in between

Cleaning of all the workstations, tables and chairs, storages, hangings on walls, table fans; dusting & arranging the files & papers in proper order at the tables, workstations; cleaning & dusting of computer screens with a softer cloth along with cleaning and dusting of monitors, CPU, Keyboards and other computer parts, printers, telephones, fax etc. in the designated area. The above activity has to be completed well before 8.45AM **on daily basis** and also as and when required.

Dusting and cleaning of the reception area and the waiting rooms including tables, chairs, sofa sets, etc. both at the front and back entrances of the building well before 8:45AM **on daily basis** and also as and when required.

Dusting of notice boards, wall hangings, fire extinguishers, etc. on all BHEL floors **on daily basis**.

Cleaning of lift cars, operating panels, fans etc. from inside and its door from inside / outside **on daily basis** and also as and when required.

Cleaning of complete stair case railings, balusters etc. in the building well before 8:45AM **on daily basis**.

Cleaning of the pantry including all its fittings, fixtures & gadgets **on daily basis** and also as and when required in between.

<p>Cleaning of the toilets in the building well before 8.45AM <u>on a daily basis</u> and after every 1.5 hours during office hours and as and when required. This cleaning shall be inclusive of the toilets' doors, exhaust fans, mirrors, wall tiles, it's fitting and fixtures like CP fittings, Chinaware and other fixtures etc. along with replacement of tissue papers as and when required. Clearing of blockages in the floor traps of bathrooms and toilets as and when required.</p>
<p>Filling of liquid soap in soap dispensers; changing of toilet rolls/ towels; changing of bathroom fresheners/ Odonil cakes etc. as per requirement in the toilets.</p>
<p>Sweeping and cleaning of the area outside the building of BHEL premises, including porch area, parking area, dispensary, main and backside entrances into the building, etc. on a daily basis.</p>
<p>Thorough cleaning of the window panes, window frames, blinds and all other approachable areas of the windows <u>on weekly basis</u> from inside and outside both and also as and when required.</p>
<p>Cleaning of storage cupboards stacked at different places in BHEL House on all floors <u>on weekly basis</u> and also as and when required.</p>
<p>Thorough Cleaning of water coolers installed for drinking water purpose <u>once in 15 days</u> and as and when required.</p>
<p>Thorough dusting and cleaning of the switch boards, wall paneling, walls and partitions etc. <u>once in every months</u> and also as and when required.</p>
<p>Cleaning balconies on the various floors of the building <u>once in every month</u> and also as and when required.</p>
<p>Cleaning the roof top <u>once in every month</u> and also before start of rainy season including clearing khurrah of rain water pipe to avoid water logging on the terrace of BHEL House.</p>
<p>Cleaning of Solar Water Heater / Lighting Panels <u>once in every month</u> and also as and when required.</p>
<p>Cleaning of entire carpeted area in conference rooms with the help of vacuum cleaner <u>once in every month</u> and also as and when required in BHEL House.</p>
<p>Thorough cleaning of the surface drains in front of the building <u>once in three months</u> and also before rainy season to avoid any water logging.</p>
<p>Cleaning of entire ceiling by removing Cobweb (JALA) every month and removing of dust from the metal ceiling & electrical fittings etc. with the help of operator and vacuum cleaner <u>at every six month interval</u> of BHEL House.</p>
<p>Cleaning of ceiling at four storied ceiling height of reception side of BHEL House by removing Cobweb (JALA) <u>at every six-month interval.</u></p>
<p>Monthly checking of GT of sewer line and clearing the blockage if any, including attending to the above job <u>as and when complaint arises</u> for the same.</p>
<p>Clearing of the sewerage drain line <u>as and when</u> drain choking takes place.</p>
<p>Cleaning of overhead water tanks <u>once in three months</u> and also as and when required.</p>
<p>Disposal of garbage from the building to the designated dustbins within BHEL Premises <u>on a daily basis.</u></p>
<p>Shifting & re-arrangement of office furniture, storages etc. within the building as and when required.</p>
<p>Cleaning of dust of Asiad Datacenter and switch room floor with vacuum cleaner (Vacuum cleaner will be provided by BHEL) <u>on a daily basis.</u></p>
<p>Cleaning of frame & glass of windows and doors from inside including furniture with Colin of Asiad datacenter and switch room <u>on a daily basis.</u></p>
<p>Dusting and cleaning of racks, almirah, and other electrical equipment etc. inside the Asiad datacenter and switch room <u>on a daily basis.</u></p>
<p>Mopping of false floor tiles of Asiad Datacenter and switch room with anti-septic water solutions / chemical <u>on a weekly basis.</u></p>
<p>Cleaning of glass windows from outside of Asiad datacenter and switch room approachable from balcony <u>on a weekly basis.</u></p>

Mopping / vacuum cleaning of the floor below the false floor of Asiad data center and switch room <u>once in three months.</u>
Cleaning and polishing of name plates in the office premises.
Any other work of cleaning and Housekeeping job related work premises will also be in the scope of contractor.
All the items like broom, duster & cleaning materials, toilet consumables etc. as required for cleaning & housekeeping job will be provided by BHEL. However, hand gloves, dungarees, safety belts and other safety equipment etc. will be provided by the contractor to their workforce.
<u>ATTENDING / MESSENGER SERVICES JOBS:</u> <u>(For designated Senior Officer or Group of approximately 15 Employees)</u>
Distribution of dak and official documents inside and outside the building <u>time to time as per need.</u> For distribution of dak and official documents outside the building. The mode of conveyance will be on BHEL's part.
Filling of water jugs with drinking water <u>every day in the morning</u> for designated Senior Officer or Group of employees and also as and when required in the day time, including proper cleaning of water jugs and glasses etc. complete.
Serving tea / coffee / cold drinks / fruit juice / water etc. to senior officers or the designated group of employees including their guests <u>time to time as per requirement</u> and proper cleaning of crockery etc. complete.
Serving lunch to senior executives and their official guests at their respective tables from the lunch trolleys / Lunch Canteen including removing of crockery and proper cleaning of crockery etc. and keeping it at proper place.
Submission of certain documents etc. in the Bank, Post office or elsewhere nearby as per requirements of the BHEL.
Photocopying of papers and documents, making of proper sets, filing of papers and documents in the file as desired, sending fax messages, collection of received fax and handing over to the concerned employee.
Attending of phone calls and making of entry of office dak and files in the entry register / system as required.
Opening of office room in the morning, putting AC & lights etc. <u>ON</u> and at the closing of office putting AC & lights etc. <u>OFF</u> including locking of the office rooms etc. complete.
Collecting stationary from store for senior officers or the designated group of employees as and when required.
Performing time to time job assigned of the attendant.
The attending / messenger services job is to be performed daily for 8½ Hrs. with half an hour lunch break for the detailed scope of services as mentioned above.
The working time of the attending / messenger services will be from 8.30AM to 5.00PM on all working days with a lunch break. In case of any additional requirement of the Company for attending / messenger services job on account of extended hour / on any holiday the same shall be paid on the basis of per hour overtime charges.
<u>OTHER MISC. JOBS:</u>
Spray of chemicals / herbal paste for mosquito's / cockroaches / insecticides control as and when required in the building as and when need arises. All the items required such as chemicals / herbal paste etc. will be made available by BHEL for this purpose however spray machine will be made available by contractor.
Any other job related to purely attending / messenger service, Housekeeping, regular upkeep and maintenance work of the BHEL House will also be in the scope of the contractor.
<u>Notes:</u>

The contractor has to perform regular & routine nature jobs like the above 8½ Hrs. daily with a lunch break of half an Hr. on all days of the week. However, any unfinished job has to be completed the same day to restore the normalcy of the services in the BHEL House & AGVC flats as and when need arises. Emergency services like electrical, running of water pump & water booster pumps etc. have to be performed round the clock.

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

Any other work not mentioned above also to be performed by contractor or their deployed worker as per BHEL instruction / requirements.

SUGGESTIVE TOOL LIST

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

SECTION-III (B)
DESCRIPTION OF SERVICE/ ACTIVITY SCHEDULE FOR
AGVC FLATS, SIRI FORT, NEW DELHI
(27 Nos. Flats at Asian Games Village Complex)

<u>CARPENTRY JOBS:</u>
Attending of all type of carpentry complaints for smooth functioning of the entire door (flush / paneled / jali shutters and its frame), window (glass pans / jali shutters and its frame), cub board, drawers etc. and it's fitting or any other fitting which involves carpentry work in all the 27 Flats as and when complaints / need arises.
Doing of new carpentry job of minor repair & maintenance nature job in all the 27 Flats will be in the scope of contractor.
All the items required for attending the above carpentry jobs of the all the 27 Flats will be provided by BHEL. However regular tools & tackles will be made available by the contractor to their workforce. Need of any drill machine and drill bit etc. will be provided by BHEL.
<u>MASONRY JOBS:</u>
Attending of all type of masonry complaints for repairing / re-plastering of damaged / defective wall plaster.
Making of brick work and its plastering, Fixing of tiles in wall / floor, marble / Kota in floors & Granite on counters etc. for minor repair & maintenance job in all the 27 Flats will be in the scope of contractor.
All the items required for attending the above masonry jobs of the 27 Flats will be provided by BHEL. However regular tools & tackles will be made available by the contractor to their workforce. Heavy tools, tackles & scaffolding etc. will be will be provided by BHEL.
<u>ELECTRICAL JOBS:</u>
Attending to all type of electrical complaints of the 27 Flats from Energy meter onwards till all the electrical points in the flats.
Attending to all type of electrical complaints for burnt / damaged electrical wiring of the flats and replacing the burnt / damaged electrical wiring for rectifying the defect.
Removal of defective wall/ceiling fans and fixing of fans after its repair / replacement by BHEL.
Cleaning & servicing of wall/ceiling fan of all 27 Flats once in a year before the onset of summer season.
Cleaning of all the electrical fittings, fixtures, switches & switch plates of all 27 Flats once in three month.
Cleaning & servicing of desert coolers including replacing of wood grass and PVC pipes & painting of cooler body etc. before on set of summer season and installing it at required locations. The desert coolers are to be de-watered, dried, cleaned after summer season is over.
All the items required for attending the above electrical jobs of the 27 Flats will be provided by BHEL. However regular tools & tackles will be made available by the contractor to their workforce. Heavy tools & tackles will be provided by BHEL.
<u>PLUMBING JOBS:</u>
Attending of all type of plumbing complaints for smooth functioning of all the sanitary fitting and fixture of all the 27 Flats as and when complaints / need arise.
Replacement of old/defective GI pipe line and making of threading in GI pipe etc. for attending plumbing jobs of all the 27 flats will be in the scope of contractor. However Die and die kit etc. required for the above purpose will be provided by BHEL.
Attending of all the plumbing jobs of supply pipe line for different flats of BHEL from the water bore wells provided for feeding water supply including MCD supply will be in the scope of contractor.
Replacement of old/damaged/defective items of Chinaware , CP fittings & other fixtures etc. provided in the bathrooms, kitchen and other locations in the flat of minor repair & maintenance nature job in all the 27 Flats will be in the scope of contractor.

All the items required for attending the above plumbing jobs of all the 27 Flats will be provided by BHEL. However regular tools & tackles will be made available by the contractor to their workforce. Heavy tools & tackles etc. will be will be provided by BHEL.

WELDING JOBS:

Attending of complaints of welding work in all the 27 Flats as and when complaints / need arises including making of one or two pieces of new MS Grill flat wise will also be in the scope of the contractor. Welding machine, welding rod, eye protection glass and electricity etc. will be made available by BHEL for this purpose.

All the items required such as welding machine along with lead wire & cable, welding rod, eye protection glass and electricity etc. will be made available by BHEL for this purpose.

PAINTING & POLISHING JOBS:

Attending to complaints of minor painting and polishing work in all the 27 flats as and when complaints / need arise.

All the items required such as painting and polishing materials, paint brushes, sand papers & dhoti etc. will be made available by BHEL for this purpose.

HORTICULTURE JOBS:

Maintaining / Developing of all kinds of potted plants i.e. greener plants, flowering plants, bonsai etc. including of making terracotta painting on earthen pots (terracotta painting on monthly basis) of the above 27 Nos. in the presentable manner. Seeds, saplings, fresh plants, carpet grass, pots, earth, manure & terracotta etc. will be provided by BHEL.

The horticulture job will be required 4 Hrs. daily in seven Duplex type flats and 1 Hr. daily in rest of 20 flats on all working days.

Daily disposal of all kinds of garbage coming out of the above 27 Flats to the nearest Garbage bin of MCD.

All the items required for horticulture work will be provided by BHEL. However regular T&P will be made available by the contractor to their workforce. Heavy tools & tackles will be will be provided by BHEL.

HOUSEKEEPING SERVICES:

Keeping neat & clean of common areas like front, back and sides on daily basis of all the 27 Flats of BHEL at Asian Games Village, New Delhi.

Cleaning the roof top twice in a month and also before start of rainy season of 11 Nos. of Duplex Flats (Flat No. 278, 277, 276, 275, 274, 273, 272, 271, 270, 269 & 346) including clearing khurrah of rain water pipe to avoid water logging on the terrace.

Thorough cleaning, wiping, dusting of entire area on daily basis of six flats namely Flat No. 278, 277, 276, 275, 274 & 273 including cleaning of its toilets and its fitting and fixtures like CP fitting, Chinaware and other fixtures etc.

Cleaning of all the toilets of the 27 flats on daily basis including its fitting and fixtures like CP fitting & Chinaware etc.

Monthly checking of GT of sewer line of all the 27 flats and clearing the blockage if any, including attending of the above job as and when complaint arises for the same.

Cleaning / Clearing of the sewerage drain line of all the 27 Flats as and when drain choking takes place.

Thorough cleaning of the surface drains in front of all the 27 Flats once in three month and also before rainy season to avoid any water logging.

Cleaning of solar water heater and lighting panel on weekly basis in 7 Duplex flats of BHEL at Asian Games Village, New Delhi.

Daily disposal of all kinds of garbage coming out of the above 27 Flats to the nearest Garbage bin of MCD.

All the items like broom, duster & cleaning materials required for cleaning & housekeeping job will be provided by BHEL. However, hand gloves etc. will be made available by the contractor to their workforce.

Lawn associated with 07 Nos. of Duplex Flats (Flat No. 278, 277, 276, 275, 274, 273, 272) shall be maintained neatly & lush green with timely watering, pruning and cutting of grass with horticulture T&P including grass cutting machine. Grass cutting machine & watering pipes etc. will be provided by BHEL except regular T&P.

ATTENDING / MESSENGER SERVICES JOBS (FOR ASIAD TOWNSHIP OFFICE):

Distribution of dak and official documents inside and outside the building **time to time as per need**. For distribution of dak and official documents outside the building. The mode of conveyance will be on BHEL's part.

Filling of water jugs with drinking water **every day in the morning** for office staff and also as and when required in the day time, including proper cleaning of water jugs and glasses etc. complete.

Serving tea / coffee / cold drinks / fruit juice / water etc. to office staff including their guests **time to time as per requirement** and proper cleaning of crockery etc. complete.

Serving lunch to office staff and their official guests at their tables Canteen etc. including removing of crockery and proper cleaning of crockery etc. and keeping it at proper place.

Submission of certain documents etc. in the Bank, Post office or elsewhere nearby as per requirements of the BHEL.

Photocopying of papers and documents, making of proper sets, filing of papers and documents in the file as desired, sending fax messages, collection of received fax and handing over to the concerned employee.

Attending of phone calls and making of entry of office dak and files in the entry register / system as required.

Opening of office room in the morning, putting AC & lights etc. **ON** and at the closing of office putting AC & lights etc. **OFF** including locking of the office rooms etc. complete.

Collecting stationary from store for senior officers or the designated group of employees as and when required.

Performing time to time job assigned for the attending / messenger services job.

The attending / messenger services job is to be performed daily for 8½ Hrs. with half an hour lunch break on all working days for the scope of services as mentioned above.

OTHER MISC. JOBS:

Spray of chemicals / herbal paste for mosquito's / cockroaches / insecticides control as and when required in the building as and when need arises. All the items required such as chemicals / herbal paste etc. will be made available by BHEL for this purpose however spray machine will be made available by contractor.

Any other job related to purely attending / messenger service, Housekeeping, regular upkeep and maintenance work of the BHEL House will also be in the scope of the contractor.

Notes:

The contractor has to perform regular & routine nature jobs like the above 8½ Hrs. daily with a lunch break of half an Hr. on all days of the week. However, any unfinished job has to be completed the same day to restore the normalcy of the services in the BHEL House & AGVC flats as and when need arises. Emergency services like electrical, running of water pump & water booster pumps etc. have to be performed round the clock.

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

Any other work not mentioned above also to be performed by contractor or their deployed worker as per BHEL instruction / requirements.

SECTION-III (C)
DESCRIPTION OF SERVICE/ ACTIVITY SCHEDULE FOR
BHEL OFFICE BUILDING, LODHI ROAD, NEW DELHI

(Approx. Area of the above office premises is 50000 Sqft. basements, ground, 1st to 7th floor & roof top / terrace)

CARPENTRY JOBS:
Attending to all type of carpentry complaints for smooth functioning of the entire door (flush / panelled / jali shutters and its frame), window (glass pans / jali shutters and its frame), cupboards, showcase, tables, drawers etc. and it's fitting or any other fitting which involves carpentry work in the building as and when complaints / need arises.
Making of new cabins, partitions, paneling etc. as per requirement of office.
Fixing of door, window fixtures like hinges, sliding door bolts, tower bolt, handles Door closer, stopper etc. wherever required.
Doing of new carpentry job of minor repair & maintenance nature job in the building will be in the scope of contractor.
All the items required for attending the above carpentry jobs of the above office premises will be provided by BHEL. However regular tools & tackles will be made available by the contractor to their workforce. Need of any drill machine and drill bit etc. will be provided by BHEL.
ELECTRICAL JOBS:
Repair & maintenance of all the power outlet points (whether connected to load or spare) in BHEL House, including
Replacement of faulty switch, sockets, plugs tops, connectors, as when required.
Repair & maintenance of all the lighting fixtures installed in the building, including:
· Replacement of lamp, CFL, tube, etc., as and when required;
· Repair / replacement of the lighting fixtures as and when required;
· Cleaning of the same at least once a month.
Repair & maintenance of all types of fans, exhaust fans, installed in the building, including:
· Repair / replacement of the same as and when required;
· Cleaning and lubrication of the same at least once a quarter;
Repair & maintenance of all types of motors & pumps (excluding the submersible pumps), installed in the building, including:
· Repair of the same as and when required;
· Cleaning and lubrication of the same at least once a quarter.
Repair & maintenance of all power feeders in the building, including:
· Repair / replacement of faulty components as and when required;
· Monitoring the healthiness of all the components such as cables, wires, terminations, MCBs, MCCBs, Main switches, contactors, Kit-Kats, Bus bars, cables, wires, fuses, etc. on continuous basis and replacement of faulty/overheated ones to ensure uninterrupted supply of power.
The electrical load should be checked and balanced in such a way that the total load is divided equitably on all the three phases. The load should also be divided equitably on all the feeders.
Feeder-wise load in terms of current should be measured at least once a week and the recorded readings should be presented to BHEL Officer in-charge in form of a weekly report.
Deployment of electricians should be managed in such a way that the building is manned by at least one electrician 24x7.
A register shall have to be maintained where complaints should be lodged and records should be maintained of the time of lodgment and the time of closure of complaint.
Cleaning & servicing of desert coolers including replacing of wood grass and PVC pipes & painting of cooler body etc. before onset of summer season and installing it at required locations. The desert coolers are to be de-watered, dried, cleaned after summer season is over.

PLUMBING JOBS:

Attending to all type of plumbing complaints for smooth functioning of all the sanitary fitting and fixture of the building as and when complaints / need arise.

Replacement of old/defective GI or PP-R pipe line of different dia. and making of threading in those pipes, finishing the wall surface etc. for attending plumbing jobs of all the building will be in the scope of contractor. However Die and die kit etc. required for the above purpose will be provided by BHEL.

Laying of new GI, PVC or PP-R pipe having different dia. in interior or exterior part of building with all fixtures and fittings including finishing the surface.

Attending to all the plumbing jobs of supply pipe line for building from the water bore wells provided for feeding water supply including MCD supply will be in the scope of contractor.

Replacement of old/damaged/defective items of Chinaware , CP fittings & other fixtures etc. fitted in the toilets, kitchen, gardening points and other locations in the building of minor repair & maintenance nature job will be in the scope of contractor.

Fixing of traps in different position in toilets and kitchen.

Cleaning and maintaining of the overhead water tank.

All the items required for attending the above plumbing jobs of all the BHEL House will be provided by BHEL. However regular tools & tackles will be made available by the contractor to their workforce. Heavy tools & tackles etc. will be provided by BHEL.

Any other job related to purely regular upkeep and maintenance work of the BHEL Lodhi Road office will also be in the scope of the contractor.

LIFT/PUMP/AC OPERATING SERVICES:

The operation of 25 KW solar photovoltaic power plant installed at rooftop, including monitoring of the plant on continuous basis and ensuring availability of power backup during failure of main supply. However, the repair and maintenance of solar power plant shall remain in the scope of BHEL.

The operation of passenger elevators (2 Nos.) in attendant mode (i.e. by deploying operators in the elevators) **from 08:00 Hrs. to 20:00 Hrs.** on all weekdays except Holidays. On holidays including Sundays, elevators should be operated in auto attendant mode (i.e. without deploying any operator). However, the repair and maintenance of elevators shall remain in the scope of BHEL.

All the spare parts required for repair and maintenance of electrical installations shall be provided by BHEL. However, all tools & tackles required to execute work under the contract shall be made available by the contractor to their workforce.

HOUSEKEEPING SERVICES:

Keeping the entire floor area on all the floors of above office premises neat and clean by sweeping and mopping the floor well before 8:45AM **on daily basis**. The second mopping of the floor is to be done between 11:00AM and 12:15PM, followed by the third mopping between 2:00PM and 3:15PM. Sweeping and mopping of the floor are also to be done as and when required in between.

Cleaning of all the workstations, tables and chairs, storages, hangings on walls, table fans; dusting & arranging the files & papers in proper order at the tables, workstations; cleaning & dusting of computer screens with a softer cloth along with cleaning and dusting of monitors, CPU, Keyboards and other computer parts, printers, telephones, fax etc. in the designated area. The above activity has to be completed well before 8.45AM **on daily basis** and also as and when required.

Dusting and cleaning of the reception area and the waiting rooms including tables, chairs, sofa sets, etc. both at the front and back entrances of the building well before 8:45AM **on daily basis** and also as and when required.

Dusting of notice boards, wall hangings, fire extinguishers, etc. on all floors **on daily basis**.

Cleaning of lift cars, operating panels, fans etc. from inside and its door from inside / outside **on daily basis** and also as and when required.

Cleaning of complete stair case railings, balusters etc. in the building well before 8:45AM **on daily basis**.

Cleaning of the pantry including all its fittings, fixtures & gadgets **on daily basis** and also as and when required in between.

Cleaning of the toilets in the building well before 8.45AM <u>on a daily basis</u> and after every 1.5 hours during office hours and as and when required. This cleaning shall be inclusive of the toilets' doors, exhaust fans, mirrors, wall tiles, it's fitting and fixtures like CP fittings, Chinaware and other fixtures etc. along with replacement of tissue papers as and when required. Clearing of blockages in the floor traps of bathrooms and toilets as and when required.
Filling of liquid soap in soap dispensers; changing of toilet rolls/ towels; changing of bathroom fresheners/ Odonil cakes etc. as per requirement in the toilets of above office premises.
Sweeping and cleaning of the area outside the building of above office premises, including porch area, parking area, dispensary, main and backside entrances into the building, etc. on a daily basis.
Thorough cleaning of the window panes, window frames, blinds and all other approachable areas of the windows <u>on weekly basis</u> from inside and outside both and also as and when required.
Cleaning of storage cupboards stacked at different places in above office premises on all floors <u>on weekly basis</u> and also as and when required.
Thorough Cleaning of water coolers installed for drinking water purpose <u>once in 15 days</u> and as and when required.
Thorough dusting and cleaning of the switch boards, wall paneling, walls and partitions etc. <u>once in every months</u> and also as and when required.
Cleaning balconies on the various floors of the building <u>once in every month</u> and also as and when required.
Cleaning the roof top <u>once in every month</u> and also before start of rainy season including clearing khurrah of rain water pipe to avoid water logging on the terrace of above office premises.
Cleaning of Solar Water Heater / Lighting Panels <u>once in every month</u> and also as and when required.
Cleaning of entire carpeted area in conference rooms with the help of vacuum cleaner <u>once in every month</u> and also as and when required in BHEL House.
Thorough cleaning of the surface drains in front of the building <u>once in three months</u> and also before rainy season to avoid any water logging.
Cleaning of entire ceiling by removing Cobweb (JALA) every month and removing of dust from the metal ceiling & electrical fittings etc. with the help of operator and vacuum cleaner <u>at every six month interval</u> of above office premises.
Cleaning of ceiling at four storied ceiling height of reception side of above office premises by removing Cobweb (JALA) <u>at every six month interval</u> .
Monthly checking of GT of sewer line and clearing the blockage if any, including attending to the above job <u>as and when complaint arises</u> for the same.
Clearing of the sewerage drain line <u>as and when</u> drain choking takes place.
Cleaning of overhead water tanks <u>once in three months</u> and also as and when required.
Disposal of garbage from the building to the designated dustbins within above office premises <u>on a daily basis</u> .
Shifting & re-arrangement of office furniture, storages etc. within the building as and when required.
Cleaning of dust of Datacenter and switch room floor of the above office premises with vacuum cleaner (Vacuum cleaner will be provided by BHEL) <u>on a daily basis</u> .
Cleaning of frame & glass of windows and doors from inside including furniture with Colin of datacenter and switch room of the above office premises <u>on a daily basis</u> .
Dusting and cleaning of racks, almirah, and other electrical equipment etc. inside the datacenter and switch room of the above office premises <u>on a daily basis</u> .
Mopping of false floor tiles of Datacenter and switch room of the above office premises with anti-septic water solutions / chemical <u>on a weekly basis</u> .

Mopping / vacuum cleaning of the floor below the false floor of data center and switch room of the above office premises <u>once in three months</u> .
Cleaning and polishing of name plates in the office premises.
Any other work of cleaning and Housekeeping job related work premises will also be in the scope of contractor.
All the items like broom, duster & cleaning materials, toilet consumables etc. as required for cleaning & housekeeping job will be provided by BHEL. However, hand gloves, dungarees, safety belts and other safety equipment etc. will be provided by the contractor to their workforce.
<u>ATTENDING / MESSENGER SERVICES JOBS</u> <u>(For designated Senior Officer or Group of approximately 15 Employees):</u>
Distribution of dak and official documents inside and outside the building <u>time to time as per need</u> . For distribution of dak and official documents outside the building. The mode of conveyance will be on BHEL's part.
Filling of water jugs with drinking water <u>every day in the morning</u> for designated Senior Officer or Group of employees and also as and when required in the day time, including proper cleaning of water jugs and glasses etc. complete.
Serving tea / coffee / cold drinks / fruit juice / water etc. to senior officers or the designated group of employees including their guests <u>time to time as per requirement</u> and proper cleaning of crockery etc. complete.
Serving lunch to senior executives and their official guests at their respective tables from the lunch trolleys / Lunch Canteen including removing of crockery and proper cleaning of crockery etc. and keeping it at proper place.
Submission of certain documents etc. in the Bank, Post office or elsewhere nearby as per requirements of the BHEL.
Photocopying of papers and documents, making of proper sets, filing of papers and documents in the file as desired, sending fax messages, collection of received fax and handing over to the concerned employee.
Attending of phone calls and making of entry of office dak and files in the entry register / system as required.
Opening of office room in the morning, putting AC & lights etc. <u>ON</u> and at the closing of office putting AC & lights etc. <u>OFF</u> including locking of the office rooms etc. complete.
Collecting stationary from store for senior officers or the designated group of employees as and when required.
Performing time to time job assigned of the attendant.
There are a total of approximately 105 points where the attending jobs are required to be attended for senior executives and groups of executives.
The attending / messenger services job is to be performed daily for 8½ Hrs. with half an hour lunch break for the detailed scope of services as mentioned above.
The working time of the attending / messenger services will be from 8.30AM to 5.00PM on all working days with a lunch break. In case of any additional requirement of the Company for attending / messenger services job on account of extended hour / on any holiday the same shall be reimbursed on the basis of per hour OT charges.
<u>CANTEEN SERVICES:</u>
<u>Working days of Canteen:</u> Lunch will be prepared and served on all working days except all Sundays, second and last Saturdays of the month and Gazetted holidays and other Govt. holidays as declared by BHEL, Delhi from time to time. Distribution of lunch shall be strictly against coupons, as provided by BHEL.
Cooking of lunch (Menu: 1 Vegetable, 1 Dal, 1 Chapatti, Rice; or else as decided mutually) on an average for approx. 600 persons per day Lodhi Road office.
Cleaning of all the raw material, for cooking of food, being provided by BHEL, before cooking the food.
Lunch thalis to be filled at basement and kept in trolleys / manually for distribution at the seat of BHEL employees.

Serving of lunch in thalis daily on all the working days from cooking area to the seats of all the employees from basement to 7 th floor.
Collecting back of used utensils from all the floors of building back to washing area for washing.
Washing of lunch plates and kitchen utensils, kitchen area, lunch trolleys, lunch distribution centre at basement daily on all the working days.
Infrastructure / facilities like (i) Kitchen space (ii) lunch thalis & covers (iii) kitchen equipment (iv) lunch trollies (v) fuel piped natural gas IGL gas] (v) water (vi) electricity, will be provided by BHEL to the contractor.
Proper receipt of all the equipment / utensils will have be obtained from BHEL by the contractor, at the time of commencement of job contract.
It will be responsibility of the contractor to make proper arrangement of sufficient workforce for cooking, serving and cleaning, with the complete knowledge & experience of Catering work to maintain efficiency of standards desired by BHEL. Lunch should be served on all the employees' seat at 1 PM.
All the workforce deputed for above work, will be required to wear neat and clean uniform to be provided by the contractor during the entire canteen operation. All the aspects for hygienic services will have to be assured by the contractor in the course of running of kitchen/canteen and allied services by the contractor including collecting and washing of used utensils and periodic disposal of waste.
In case of any absence of employees of the contractor, they shall be replaced by the contractor immediately to maintain satisfactory level of service at all times.
The raw material for cooking, cleaning and washing will be issued to Caterer in advance by BHEL after submission of proper form available from BHEL Canteen Store. The quantity of raw material will be issued on the basis of norms decided by BHEL.
BHEL reserves the right to inspect the food prepared in respect of quality and hygiene. In case of any discrepancy, it may result in cancellation/termination of the contract, apart from Penalty/LD.
In case of food poisoning/contamination, the contractor shall be held fully responsible and he shall bear all the loss caused due to the same and BHEL shall assume no responsibility whatsoever.
No raw material or any other item, including cooked material shall be carried out of BHEL premises by the deployed workforce of the contractor. In case, any one is caught so, it may result in termination of the contract.
<u>PANTRY SERVICES:</u>
Collection of all related raw material for preparation of Tea / Coffee and for other related services from Store or from any other specified location within the Building, daily to the Pantries.
Preparation and serving Tea / Coffee for all the officials and their guests / visitors in twice a day (10.00 AM and 3.00 PM) at the seats. In addition to this serving of Tea / Coffee and other related jobs for serving of Tea / Coffee for meeting / conferences at various places in the building.
Cleaning of all the mugs/crockery/utensils used for making tea/coffee, being provided by BHEL.
Comprehensive cleaning of all pantries and disposal of wastage from them at the designated place on daily basis.
Collecting back of all the tea mugs from all the designated floors to pantry and washing of the same, twice a day or as per requirement.
Infrastructure / facilities like (i) Pantry space (ii) Tea Mugs (iii) Pantry equipment (iii) fuel piped natural gas (IGL gas) (v) water (vi) electricity, will be provided by BHEL to the contractor, at <u>NO COST.</u>
It will be responsibility of the Vendor to make proper arrangement for preparation/serving Tea/Coffee, cleaning and all other related activities, with the complete knowledge & experience of this work to maintain efficiency of standards as desired by BHEL. Tea/Coffee should be served on all the employees' seat twice a day or for additional requirements, if any.

<p>All the workforce deputed for above work, will be required to wear neat and clean uniform to be provided by the contractor during the entire Tea Pantry operation. All the aspects for hygienic services will have to be assured by the contractor in the course of running of Tea Pantries and allied services by the contractor including collecting and washing of used tea mugs/utensils and daily disposal of the in the pantry.</p>
<p>Normally, Tea/Coffee to be served to the employees on their seats twice a day, (i.e. 10.00 AM and 3.00 PM); however, on specific demands from employees, Tea/Coffee should be served in addition at no extra cost.</p>
<p>The contractor shall be directly responsible for the administration of his employees as regards general discipline and courteous behavior. In case of misbehavior by his employees the contractor would be required to remove such person with immediate effect.</p>
<p>In case of any absence of employees of the contractor, they shall be replaced by the contractor immediately to maintain satisfactory level of service at all times.</p>
<p>The raw material for tea pantries, cleaning and washing etc; will be issued to Contractor at <u>No Cost</u>, in advance by BHEL, after submission of proper form available from BHEL Canteen Store. The fixed quantity of raw material will be issued on the basis of norms decided by BHEL.</p>
<p>The contractor shall not sublet or assign or use the space provided for running the Tea Pantry for purposes other than for running the canteen and shall not allow anybody or reside in the premises and shall not use the same or part of it for stocking or keeping the articles other than those needed for use in the Tea Pantry nor shall be made or permit to be made any structural additions and alterations to the specified area without prior written sanction of the BHEL management.</p>
<p>BHEL reserves the right to inspect the tea/coffee prepared in respect of quality and hygiene. In case of any discrepancy, it may result in cancellation/termination of the contract, apart from Penalty/LD.</p>
<p>In case of contamination of any kind while preparing Tea/Coffee, the contractor shall be held fully responsible and he shall bear all the loss caused due to the same and BHEL shall assume no responsibility whatsoever.</p>
<p>No raw material or any other item, including Tea / Coffee/ Milk/ Sugar / Crockery material shall be carried out of BHEL premises by the deployed workforce of the contractor. In case, any one is caught, it may result in termination of the contract.</p>
<p><u>Notes:</u></p>
<p>The contractor has to perform regular & routine nature jobs like the above 8½ Hrs. daily with a lunch break of half an Hr. on all days of the week. However, any unfinished job has to be completed the same day to restore the normalcy of the services in the BHEL House & AGVC flats as and when need arises. Emergency services like electrical, running of water pump & water booster pumps etc. have to be performed round the clock.</p>
<p>Any left out work of urgent nature has to be completed on same date. However any scheduled job of larger nature in respect of time and quantity has to be completed as per requirement of BHEL within reasonable time limit.</p>

SECTION-III (D)

DESCRIPTION OF SERVICE / ACTIVITY SCHEDULE FOR HYDERABAD GUEST HOUSE, S-6, GK-I, NEW DELHI

➤ <u>HOUSEKEEPING SERVICES:</u>
Cleaning, sweeping and wiping of floors of all corridors, verandahs, common halls, aisles, adjacent areas etc. complete of the scope of work premises at S6 GK I <u>once a day.</u>
Cleaning of entire work areas with cleanso /phenyl <u>twice a day.</u>
Cleaning of waste materials of collection of waste from all places including waste baskets, ash trays, tables etc., and proper duping in dustbins meant for the purpose <u>Once a day by 9 am.</u>
Cleaning of bathrooms including wash basins, corridor, etc. /toilets/ urinals in all rooms and standard sanitizer & provision of sufficient quantity of standard air-fresheners, naphthalene balls, urinals cubes, etc. Twice a day 9 am & 2:30 pm.
Removal of stains etc. using acid and other cleaning materials as and when required <u>daily.</u>
Ensuring fully filled up liquid soap containers as and when required for use <u>thrice a day.</u>
Cleaning/dusting of all telephones and related connections with dry yellow polishing cloth <u>Once a day</u>
Cleaning of all marbles / tiling / flooring surfaces with liquid soap water and proper dusting <u>Every Monday.</u>
Cleaning of polished wooden / metallic surfaces like door handles/ closers, show pieces, indicator boards/ plates etc. with dry yellow polishing cloth and application of brasso where necessary <u>Every Tuesday.</u>
Cleaning of glass/ glazed Venetian blinds with soap solution water and drying with soft cloth <u>Every Wednesday.</u>
Cleaning/ polishing of all telephones & application of standard quality dis-infective preface in each multiples at the cost of the contractor <u>Every Thursday.</u>
Cleaning of bathrooms, toilets, and urinals with acid after checkup in all rooms <u>Every Friday.</u>
Filling up of fire buckets with sand/ water <u>Every Friday.</u>
Cleaning of false ceilings/ roofs of bird's nests etc. <u>Every 1st week of the month.</u>
Vacuum cleaning of carpets with vacuum cleaners and removal of stains with liquid soap water <u>every 1st week of the month.</u>
Cleaning of entire kitchen with liquid soap water, applying air fresheners, acid and other cleaning materials as may be necessary <u>Every 2nd week of the month.</u>
Removal of scratches, stains, etc. in marble/ tiled flooring surfaces with liquid soap water followed by dry yellow cloth dusting and wax polishing <u>every 3rd week of the month.</u>
Shifting of furniture and other accessories from one room or floor to another.
Cleaning of wooden partitions, table tops, etc. with linseed oil/ scrabble polishing, etc. <u>Once in three months.</u>
➤ <u>CATERING/CANTEEN/PANTRY SERVICES:</u>
Serving of breakfast, lunch, dinner, washing of plates/ dishes/ crockery/ containers etc., storage of plates/ dishes/ crockeries and taking back containers in kitchen on <u>all days.</u>
Preparation of tea/ coffee as per requirements of the room guests & removal of cups/ plates after use from rooms/dining halls <u>on all working days in forenoon & afternoon.</u>
To addition tea/coffee shall be available <u>on all working days</u> as and when required on special request during the entire working hours.

Prompt service of tea/ coffee, cold drinks, snacks, etc. to Company's guests & VIPs during their stay **as and when required.**

Maintenance of kitchen in clean and hygienic conditions **as and when required.**

Any other miscellaneous job(s) relating to catering services as may be assigned by the Company representative in the interest of the Company **As and when required.**

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

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

SECTION-IV

COMMERCIAL TERMS & CONDITIONS

4. COMMERCIAL TERMS & CONDITIONS:

4.1. PAYMENT TERMS:

- 4.1.1. Bill (on monthly basis) complete in all respect alongwith all the requisite documents submitted by the Contractor will be paid within 15 days of its receipt. Any clarification sought by BHEL, pertains to respective bill, must be clarified by Contractor at the earliest. Otherwise the delay in payment will be attributed to the Contractor. Aforesaid timeline shall be applicable from the day on which the last clarification/queries sought by BHEL will be settled by the Contractor.
- 4.1.2. The Contractor will have to intimate the bank account number, and other details of the bank to enable BHEL to credit the payments into the account.
- 4.1.3. No interest shall be payable for delay in making the payments. The contractor shall not be entitled to any interest with respect to any money which may be due to him from BHEL.
- 4.1.4. While claiming the payment, the contractor must certify on the bill that the payment being claimed is strictly within terms of the contract and all the obligations on his part for claiming this payment have been fulfilled as required under the contract.
- 4.1.5. While claiming the payment, the contractor must certify on the bill that the employers' contribution (12% for EPF incl. EPS) has been made/paid by the Contractor himself and he has not availed the benefits under PMRPY (Pradhan Mantri Rojgar Protsahan Yojana) Scheme so that there is no double payment to the Contractor concerned on account of EPF & EPS.

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

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

4.4. TAXES & DUTIES:

- 4.4.1 To enable BHEL to avail GST Input tax credit, Contractor shall submit GST compliant Tax invoice containing all the particulars as stipulated under Invoice Rules of GST Law. Payment shall be made to the Contractor only after submission of GST complaint Tax invoice. The Contractor shall raise GST compliant invoice affixing GSTIN of BHEL's unit availing the services.
- 4.4.2 BHEL reserves the right to protect its interest against any loss on account of availability of GST credit.
- 4.4.3 GSTIN of BHEL will be provided to the Contractor along with the work order.
- 4.4.4 Any new/change in statutory levy as and when made applicable by the Government shall become applicable against documentary evidence.
- 4.4.5 Payment to the Contractor will be subjected to TDS as per rules in force from time to time. The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act & GST, as amended from time to time and a certificate to this effect shall be provided to the Contractor by BHEL.
- 4.4.6 Applicable GST shall also be recoverable from the Contractor in case of LD recovery/penalty on account of breach of terms of contract.
- 4.4.7 Invoice submitted should be in the format as specified under GST Laws viz. all details as mentioned in Invoice Rules like GSTIN registration number, invoice number, quantity, rate, value, taxes with nomenclature - CGST, SGST, IGST mentioned separately, HSN (Harmonized System of Nomenclature) Code / SAC (Services Accounting Code) Code etc.
- 4.4.8 The Contractor has to give an undertaking that GST as mentioned in the invoice has been/will be paid and also file returns as per respective extant rule.
- 4.5 **DAMAGES, FINES, RECOVERY OF LOSSES etc.:** The damages / fines, being in the nature of liquidated damages, would be liable to be imposed on the Contractor for violation/breach of the clauses/obligations under the contract/applicable conditions of contract and shall be notified by BHEL as per the terms indicated in the contract/conditions of contract. The Contractor shall be given 3 days prior Notice, to respond and submit representation (if any), by BHEL before levying of damages/fines on Contractor. The representation shall be suitably considered by BHEL and decision taken shall be final and binding.

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

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

limited to quantum, impact etc., as determined by BHEL shall be final and binding on the Contractor.

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

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

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

c	<u>Damage caused to BHEL/ property of BHEL</u> or of any of the employees etc. present at premises by willful misconduct or gross negligence on the part of the workmen of the Contractor.	<i>Recovery of cost/losses equivalent to the cost of the said property or similar property (if the same property is not available) or the cost incurred in repair of such property on the Contractor. In the case of theft of BHEL property, , BHEL will make good the losses by deducting the cost of the said property or similar property (if the same property is not available). .</i>
d	<u>Non-compliance to Uniform:</u> While on duty in the work premises, if the Workman is not wearing the stipulated uniform or is wearing unclean/untidy uniform and/or not carrying on his person the Identification card with lanyards.	<i>The Contractor will be liable for fines of ₹100/per day/per workman for non-wearing of uniform/wearing unclean/untidy uniform and ₹50/per day/per workman for not carrying valid identity card with lanyards. If BHEL so requires, the Contractor shall forthwith withdraw such workmen and immediately provide suitable replacement in place of such withdrawn workmen at no extra cost.</i>
e	<u>Non-compliance with Safety and Health Requirements in line with respective clause of NIT:</u>	<i>(i) Any casualty or damage caused to the property or person by any untoward incidents while executing this contract will be at the Contractor's risk & cost. (ii) Violation of applicable safety, health & environment related norms, a fine of ₹5,000.00 per occasion shall be imposed. (iii) Violation as above resulting in any physical injury, a penalty of 0.5% of the contract value shall be imposed (maximum of ₹20,000.00) per injury in addition to ₹5,000.00 as mentioned above.</i>
f	<u>Non Availability of Tools & Tackles in line with respective clause of NIT:</u>	<i>The contractor has to provide required tools and tackles etc. including PPE (personal protective Equipments) to accomplish the job/services under the contract and ensure that sufficient stock of necessary tools is always maintained so as to meet normal requirement. In case contractor doesn't provide the necessary tools and tackles etc. within 07 days of intimation, then in that case, BHEL will procure the same from other sources and will levy the penalty of an amount equal to 1.5 times of the cost of procurement and same shall be deducted by BHEL from the monthly bill payable to the contractor.</i>

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

- a) Victim: Any person who suffers permanent disablement or dies in an accident as defined below.
- b) Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/ operation and works incidental thereto at BHEL factories/ offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works / during working at BHEL Units/ Offices/ townships and premises/ Project Sites.

c) **Compensation in respect of each of the victims:**

- (i) *In the event of death or permanent disability resulting from Loss of both limbs: ₹10,00,000/- (Rupees Ten Lakhs)*
- (ii) *In the event of other permanent disability: ₹7,00,000/- (Rupees Seven Lakhs)*

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

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

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

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

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

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

SECTION-V
QUALIFYING CRITERIA FOR THE BIDDER(S)

5 PRE-QUALIFICATION REQUIREMENT (PQR)

5.1 **Financial Capability:** Average annual financial turnover during the last 03 years, ending 31st March' 2018 should be at least ₹195.00 Lakhs.

5.2 **Past Experience:** The bidder must have experience of successfully completed or currently executing similar job / services* of *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 April 2019 should be either of the following:

5.2.1 three similar jobs / services with contract business volume of each not less than an amount equal to ₹261.00 Lakhs (excluding taxes) for one-year contract period.

OR

5.2.2 two similar jobs / services with contract business volume of each not less than an amount equal to ₹326.00 Lakhs (excluding taxes) for one-year contract period.

OR

5.2.3 one similar job / service with contract business volume not less than an amount equal to ₹521.00 Lakhs (excluding taxes) for one-year contract period.

*** “Similar jobs/service” mentioned in S. No. 5.2 above shall be related to “Providing Facility Management Services/ Housekeeping / Attendant / Messenger Services / Hiring of Technical & Non-Technical Personnel / etc.”**

5.3 The Bidder should have his firm / himself registered with unique PAN and GST Registration Numbers.

5.4 The Bidder should have his firm / himself registered for extending EPF and ESIC facilities.

5.5 **QUALIFYING PROVISIONS FOR STARTUPS:** Norms for Startups Medium Enterprises in Public Procurement shall relaxed be in line with OM No. F.20-2/2014-PPD (pt.) dated 27th July'2017 and OM No. F.20/2/2014-PPD (pt.) dated 20.09.2016 issued by Ministry of Finance, Department of Expenditure alongwith DIPP D.O. No. 12(11)/2017-SI dated 22.06.2017.

SECTION-VI
DOCUMENTS REQUIRED

The Bidders should submit documents in support of possessing qualifying requirements as under, duly certified and stamped by their authorized signatory.

- 6.00 **Audited Copy of Balance Sheets, Profits & loss Account Statements** and **Copy of acknowledgements of IT returns** of last three financial years, ending 31st March' 2018. *In case of unavailability of audited financial statements for any of the last three Financial Years (i.e. FY 2015-16, FY 2016-17, FY 2017-18), 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.*
- 6.01 Copies of Work Orders / Award Letters / Agreements along with Experience / Performance 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. Proforma for Experience / Performance Certificate is placed at **Annexure-E**. The agency with unsatisfactory previous record with BHEL or any other organization shall not be considered.
- Note: The completion certificate, submitted by the bidder shall separately indicate the Service Tax/GST amount included in the value of completed job OR a separate certificate from the respective client, mentioning the service tax/GST amount, if any, included in the value of completed job under consideration should be submitted by the bidder.*
- 6.02 The bidder(s), who have provided similar services in past or presently providing similar services to any of the BHEL unit / region, have to essentially submit "**Performance Certificate**" issued by concerned BHEL unit / region for satisfactory performance of works.
- 6.03 Bidder has to submit copies of appropriate business licences / registrations like **PAN, ESI license, GST registration certificate and PF license** as supporting documents against S. No. 5.3 & 5.4 of PQR.
- 6.04 "**No Deviation/Acceptance Certificate**" i.e. **Annexure-A**.
- 6.05 "**Declaration Certificate**" i.e. **Annexure-B**.
- 6.06 Duly filled "**Bidder's General Information**" placed in **Annexure-C**.
- 6.07 Duly filled "**Financial / Work Experience Details**" in the enclosed format at **Annexure-D**.
- 6.08 MSE suppliers/bidders can avail the intended benefits, only if they submit required documents as mentioned in S. No. 1.20 (a), along with the offer (or **Annexure-F** as the case may be).
- 6.09 Duly filled "**Integrity Pact**" placed at **Annexure-G**.
- 6.10 '**Letter of Authority**' on the Letter Head, as per **Annexure-K**.
- 6.11 "**E-Banking Mandate Form**" on the Letter Head, as per **Annexure-L**.
- 6.12 **Annexure-M1 & M2** as a token of proof that they would be liable to make the payment to all the workforce as per the sheet attached and abide by all statutory / contractual norms & obligations.
- 6.13 Duly signed Un-price bid format (**Annexure-N**), by mentioning '**Q**' in the column where quote is to be offered by the party.
- 6.14 Duly filled "**Check-List**" i.e. **Annexure - P**.

- 6.15 Power of Attorney or a true copy thereof duly attested by a Gazetted Officer /copy of Board Resolution, in favour of the authorized signatory of the Bid, as per clause No. 1.9, in case an authorized representative has signed the tender.
- 6.16 All forms, formats, annexures including tender document duly signed by the Authorized Signatory.
- 6.17 Copies of original registration certificate documents defining the constitution or legal status, place of registration and principal place of business. The documents required for same are as follows:
- i. For Partnership Firm: Partnership Deed registered at the office of Registrar of Firms.
 - ii. For Company: Certified copy Memorandum of Association, Article of Association and Incorporation Certificate.
 - iii. For Society: Registration certificate issued by Registrar of societies.
 - iv. For Sole Proprietor-ship Firm: Undertaking on oath (on a non-judicial stamp paper of ₹100/-) that Proprietor is solely responsible for all rights and liabilities while working under the name and style of Sole Proprietorship firm namely (.....).

SECTION-VII
PROCEDURE FOR SUBMISSION OF TENDER

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

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

ENVELOPE 2: *Part-2 “Price Bid” shall contain Price-Bid format (Annexure-O) only.*

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

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

Bids submitted without EMD or EMD in any other forms except the forms as mentioned in S. No. 1.15 are liable to be rejected. If the Part-2 “Price Bid” (Annexure-O) is not received in the separate sealed envelope as described above, then the same shall be rejected and offer of such respective bidder(s) will not be evaluated further. The authenticity of the NSIC Certificate/ Udyog Aadhaar / online payment receipt / Certificate of recognition as Startup will be checked immediately and their techno commercial bid shall be opened only, if the NSIC Certificate/ Udyog Aadhaar certificate / online payment receipt / Certificate of recognition as Startup is found valid.

7.01 Envelope 3 containing EMD will be opened first and after due verification of EMD (as per S. No. 1.15), the Part-1 of the tender will be opened next and evaluated afterwards. Bidders who qualify in Technical Bid (Part-1) will only be considered while opening of Price Bid (Part-2). BHEL will finalize successful bidder by **opening of sealed paper price bid**. Date of opening of sealed paper Price Bid will be intimated separately to the Bidders who qualify in the Techno-Commercial bid.

7.02 Tender submitted by the bidders should strictly be in accordance with the tender terms & condition enclosed herewith.

7.03 The Bidder should accept all terms & conditions of the tender. In case the Bidder wants to deviate from the tender conditions, such deviations shall be clearly specified in his tender “No Deviation Certificate” only i.e. **Annexure-A**. If no deviations are given in tender submitted, it will be assumed that the Bidder accepts all terms & conditions of the tender.

7.04 Bidders are requested to note that they should necessarily submit their financial bid (price bid & BoQ) in the format provided and no other format is acceptable and liable to be rejected. The BoQ & price bid have been given in the standard formats at **annexures M3 & O** (uploaded at <http://eprocure.gov.in/cppp/>) with the tender document. Bidders are required to download the excel file from <http://eprocure.gov.in/cppp/>, open it and complete the white colored (unprotected) cells with their respective financial quotes (monthly service charge in percentage at *Annexure-M3*) and other details (rates of GST at *Annexure-O*). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it offline after taking colored printouts (**to be submitted along with part-2 bid**) with signature and stamp. If the excel file is found to be modified by the bidder, the bid will be rejected. Rate should be quoted in the units asked for in the enquiry. The quoted rates should be cross-checked with the corresponding value in words in the excel file.

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

Notwithstanding anything mentioned in our bid, we hereby accept all the terms & conditions of the above tender. We confirm that the offer submitted by us is confirming to all the terms & conditions mentioned in the tender document. We hereby undertake and confirm that we have understood the scope of services properly and shall carry out the job as mentioned in this tender in line with tender terms & conditions.

Or

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

1.

2.

3.

4.

5.

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

“I _____ hereby certify that except the deviations mentioned above, we do not have any other deviations to the tender No. AA: GAX:19: FM: 107, dated 14.05.2019. Deviations if any, mentioned elsewhere in our bid (whether Techno-commercial bid or Price bid) may be treated as null and void by BHEL.

Signature
With name, Designation & seal of the firm

DECLARATION CERTIFICATE

(to be typed on bidder's letter head & submitted along with Part-1 Bid)

Dear Sir/Ma'am,

SUBJECT: Hiring of Agency for providing Facility Management Services at DELHI based BHEL premises on job contract basis (Tender No. AA: GAX:19: FM: 107, dated 14.05.2019)

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

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

Thanking you,

Very Truly Yours,

Signature
With name, Designation & seal of the firm

BIDDER'S GENERAL INFORMATION
(To be submitted along with Part-1 Bid)

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

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

Signature
With name, Designation & seal of the firm

FINANCIAL DETAILS OF THE BIDDER
(To be submitted along with Part-1 Bid)

AUDITED ANNUAL TURNOVER OF LAST 3 YEARS	FINANCIAL YEAR 2015-16	FINANCIAL YEAR 2016-17	FINANCIAL YEAR 2017-18
	₹.....	₹.....	₹.....

SUMMARY OF WORK EXPERIENCE DETAILS OF THE BIDDER

Self-attested copy of experience certificate(s) along with work order(s) issued by the competent authority for the satisfactory work. The summary of that can be tabulated in the given format in the chronological order.

S. NO.	Description of Work / Service	Contract Period (from and to)	Contract Value	Full Postal Address & phone nos. of Client. Name, designation and address of Engineer / Officer-in-Charge
1				
2				
3				

{If the space provided is insufficient, separate sheet may be attached. Additional information, if any (Attach separate sheet, if required)}

Signature
With name, Designation & seal of the firm

PROFORMA OF EXPERIENCE / PERFORMANCE CERTIFICATE
(On letter head of organization issuing this certificate)
(To be submitted along with Part-1 Bid)

Ref.

Date:

To,

R. K. Srivastava
 AGM (HR-GAX, ISMG & Rajbhasha)
 Corporate Office, BHEL House,
 Siri Fort, New Delhi-110049

This is to certify that M/s having its registered office at , has executed /executing following works:

S. No.	Description of Work Executed	Scope	Period of work execution	Executed Value (Excluding taxes)	Performance	Remarks, if any

(list of items Supplied or works executed in last 3 years may be given. List of earlier supplies / works may also be considered if request for the certificate mentions so)

This is to certify that M/s is a contractor with [Name & address of Organization]

This Certificate is issued at the request of M/s, vide ref dated, for the purpose of participating in the tender (Ref. No., dated) floated by Bharat Heavy Electricals Ltd. (BHEL).

Signature of Competent Authority

Name of certificate issuing authority:

Official Address of certificate issuing authority:

Landline / Mobile No. of certificate issuing authority:

Email ID of certificate issuing authority:

Designation of certificate issuing authority:

Certificate by Chartered Accountant on letter head
(only for those who are submitting EM-II Certificate)
(To be submitted along with Part-1 Bid)

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

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial yearas per MSMED Act-2006 is as follows:

1. For Manufacturing Enterprises: Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722(E) dated October 5, 2006: Rs.....Lacs
2. For Service Enterprises: Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006: Rs.....Lacs (Strike off whichever is not applicable)

The above investment of Rs.....Lacs is within permissible limit of Rs.....Lacs forMicro / Small (Strike off which is not applicable) Category under MSMED Act-2006. Or The company has been graduated from its original category (Micro/ Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is (DD/MM/YYYY) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O.No.3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name

Membership number-

Seal of Chartered Accountant

INTEGRITY PACT

(To be submitted along with Part-1 Bid)

BETWEEN

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Siri Fort, New Delhi - 110049 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

AND

..... (description of the party along with address), hereinafter referred to as The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART'

PREAMBLE

The Principal intends to award, under laid-down organizational procedures, contract/s for.....
..... The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint independent External Monitor(s), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

- 1.1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - 1.1.1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - 1.1.2. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular. before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - 1.1.3. The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/ Contractor(s)

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant IPC/ PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - 2.1.4 The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2.2 The Bidder(s)/ Contractor (s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors". framed by the Principal.

Section 4 - Compensation for Damages

- 4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/Bid Security.
- 4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

Section 5 - Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 - Equal treatment of all Bidders/ Contractors / Sub-contractors

- 6.1** The Bidder(s)/ Contractor(s) undertake(s) to obtain from all subcontractors a commitment consistent with this Integrity Pact and report Compliance to the Principal. This commitment shall be taken only from those sub-contractors whose contract value is more than 20 % of Bidder's/ Contractor's contract value with the Principal. The Bidder(s)/ Contractor(s) shall continue to remain responsible for any default by his Sub-contractor(s).
- 6.2** The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- 6.3** The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

Section 7 - Criminal Charges against violating Bidders/ Contractors /Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 -Independent External Monitor(s)

- 8.1** The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 8.2** The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3** The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality,
- 8.4** The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 8.5** As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or heal the situation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 8.6** The Monitor will submit a written report to the CMD, BHEL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.7** The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.8** If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant IPC / PC Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.9 The number of Independent External Monitor(s) shall be decided by the CMD. BHEL.

8.10 The word `Monitor' would include both singular and plural.

Section 9 - Pact Duration

9.1 This Pact begins and shall be binding on and from the submission of bid(s) by bidder(s). It expires for the Contractor 12 months after the last payment under the respective contract and for all other Bidders 6 months alter the contract has been awarded.

9.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified as above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 - Other Provisions

10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.

10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

10.5 Only those bidders / contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

For & On behalf of the Principal
(Office Seal)

On behalf of the Bidder/ Contractor
(Office Seal)

Place-----

Date-----

Witness:

Witness:

(Name & Address)

(Name & Address)

.....

.....

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

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

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

Dear Sirs,

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

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

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

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

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

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

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

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Tenderer but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms hereof. However, unless a demand or claim under this Guarantee is made on us in writing on or before the⁷ we shall be discharged from all liabilities under this Guarantee

We, Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing. Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....⁵.....
- b) This Guarantee shall be valid up to⁶
- c) Unless the Bank is served a written claim or demand on or before _____⁷ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank

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

For and on behalf of
(Name of the Bank)

Date.....

Place of Issue.....

¹ Details of the Invitation to Bid/Notice Inviting Tender

² Name and Address of the Tenderer

³ Details of the Work

⁴ Name of the Employer

⁵ BG Amount in words and Figures

⁶ Validity Date

⁷ Date of Expiry of Claim Period

Note:

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

PROFORMA OF BANK GUARANTEE
(in lieu of SECURITY DEPOSIT)

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

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

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

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

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

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

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

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed..... 5
- b) This Guarantee shall be valid up to6
- c) Unless the Bank is served a written claim or demand on or before7 all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

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

Date _____ Day of _____
for_____ (indicate the name of the Bank)___

(Signature of Authorised signatory)

¹ ADDRESS OF THE EMPLOYER. i.e. Bharat Heavy Electricals Limited
² ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.
³ DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE
⁴ CONTRACT VALUE
⁵ BG AMOUNT IN FIGURES AND WORDS
⁶ VALIDITY DATE
⁷ DATE OF EXPIRY OF CLAIM PERIOD

Note:

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

AGREEMENT

THIS AGREEMENT is made this day of [], 2019, by and between:

Bharat Heavy Electricals Limited (hereinafter referred to as the 'the Company' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at _____ through its Unit at..... (name of the Unit) of the ONE PART

AND

_____, a company registered under the Indian Companies Act, 1956 having its registered office at _____ and place of business at _____ hereinafter referred to as "Contractor" (which expression shall unless repugnant to the context or meaning thereof shall include its successor in business and assigns) of the SECOND PART.

WHEREAS

The Company is on the lookout for the effective job contract for facility management services of DELHI based BHEL premises located at BHEL House, Siri Fort, New Delhi, 27 Nos. Flats at AGVC Complex, Siri Fort New Delhi -110049, BHEL Office Building at Lodhi Road, New Delhi and Hyderabad Guest house, C-180, Greater Kailash-I, New Delhi with respect to janitorial, sanitary and maintenance services and intends to achieve the same by engaging the services of an outside agency on "job contract Basis" (hereinafter referred to as JCB), the Contractor referred to above is agreeable to undertake these work assignments to the best satisfaction of the Company subject to the terms and conditions as detailed hereunder:-

NOW THEREOF THIS AGREEMENT WITNESS AS FOLLOWS:

1.0 DETAILS OF WORK PREMISES WHERE SERVICE ARE TO BE RENDERED:

1.1 The services of the Contractor shall be rendered on JCB at Company's premises at BHEL House, Siri Fort, New Delhi, 27 Nos. Flats at AGVC Complex, Siri Fort New Delhi -110049, BHEL Office Building at Lodhi Road, New Delhi and Hyderabad Guest house, C-180, Greater Kailash-I, New Delhi.

1.2 In addition, if required by the Company, the services of the Contractor's workforce shall also be available in any other location/work premises of the Company in National Capital Region of Delhi for performance of the services agreed to under this Agreement.

2.0 The Scope of Services to be rendered by the Contractor, Package to be payable by the Company, all terms and conditions, jurisdiction, working time and nature of services, compliance of all legal and statutory obligations including PF, ESI, Leave, Holidays, Bonus, Wages, Uniform/liveries, Safety precaution and payment terms etc. Shall be applicable in totality with reference to tender enquiry No..... This agreement and all schedules appended thereto and the contents and specifications of the tender enquiry No..... constitute the entire agreement between the Parties with respect to their subject matter, and as to all other representations, understandings or agreements which are not fully expressed herein.

3.0 VALIDITY OF AGREEMENT:

3.1 This Agreement shall be deemed to have become effective from the forenoon of with respect of all the work premises covered under this Agreement and will remain in force up to i.e. for a period of twenty-four months. However, this Agreement shall be liable for termination earlier by the Company at any time by giving one month's notice to the Contractor without assigning any reason

therefore and without prejudice to the rights of the Company to recover any money becoming due under this Agreement. In such a case, the Contractor shall not be entitled to any compensation thereof.

4.0 CONCLUSION:

- 4.1 Both the Company and Contractor hereby agree that all differences/disputes/interpretation arising out of or in connection with this Agreement shall be mutually discussed and settled failing of which the same shall be referred to the arbitration of a sole Arbitrator to be appointed by the General Manager (HR) of the Company for a Speaking Award wherein the sole Arbitrator shall give reasons for his Award. The venue of arbitration shall be in New Delhi and the Arbitrator's decision shall be final and binding on both parties.

- 4.2 The Contractor hereby confirms that he shall abide by and is willing to execute the work assignments on JCB strictly in accordance with the terms and conditions of this Agreement and the Company in turn also agrees to engage the Contractor accordingly with effect from

IN WITNESS WHEREOF the Parties have by duly authorized representatives set their respective hands and seal on the date first above written in the presence of:

For & On Behalf of Company

Signature of the Contractor

Witness 1.....

Witness 1.....

Witness 2.....

Witness 2.....

LETTER OF AUTHORITY

(To be submitted along with Part-1 Bid)

[Pro forma for Letter of Authority for Attending Subsequent 'Negotiations' / 'Pre-Bid Meetings' / 'Un-priced Bid Opening' / 'Price Bid Opening']

Ref:

Date:

To,

M/s BHEL

SUB: _____

TENDER NO: _____

Dear Sir,

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

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

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

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

Place:
Date:

[Signature of Authorized Signatory of Bidder]
Name:
Designation:
Seal:

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

E-Banking Mandate Form

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

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

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

Signature
With name, Designation & seal of the firm

WAGE PAYMENT STRUCTURE (To be submitted along with Part-1 Bid) (FACILITY MANAGEMENT SERVICES OF DELHI BASED BHEL-PREMISES FOR 2019-2021)				
Sl. No.	COMPONENTS	All Amount in ₹		
		RATE PER UNIT PER MONTH FOR UNSKILLED	RATE PER UNIT PER MONTH FOR SEMI SKILLED	RATE PER UNIT PER MONTH FOR SKILLED/ SUPERVISOR / WORKS SUPERVISOR
1(a)	Govt. of NCT of Delhi's Monthly Min. Wage Rates (revised vide notification dated 03.03.2017)	13,350.00	14,698.00	16,182.00
1(b)	Dearness Allowances (₹) w.e.f. 01.04.2017, 01.04.2018 & 01.10.2018	650.00	702.00	780.00
1(c)	Rates of Monthly Min. Wages (Basic+DA) w.e.f. 01.11.2018 of Govt. of NCT of Delhi	14,000.00	15,400.00	16,962.00
1(d)	Additional Cash Component (₹)	3,200.00	3,700.00	4,100.00
1	Monthly Consolidated wages including VDA (₹)	17,200.00	19,100.00	21,062.00
2	PF CONTRIBUTION: Employee's Contribution @12.0 % and Employer's Contribution @13.0 %			
2(a)	EPS (A/c No.10): Employer's Contribution@8.33% of Monthly Consolidated wages including VDA (i.e. S.No.1) OR @8.33% of ₹15000/- whichever is lower {EPS contribution is payable on maximum wage ceiling of ₹ 15000/- only}	1,250.00	1,250.00	1,250.00
2(b)	EPF (A/c No.01): The difference of Employee's share {i.e. 12% of Monthly Consolidated wages including VDA (i.e. S.No.1)} & Pension Contribution {i.e. S. No. 2(a)}. {EPF contribution is payable on maximum wage ceiling of ₹ 15000/- however EPF contribution can be paid on higher wages also (wages above 15000/-)}	814.00	1,042.00	1,278.00
2(c)	EDLI (A/c No.21): Employer's Contribution@0.50% of Monthly Consolidated wages including VDA (i.e. S.No.1) OR @0.50% of ₹15000/- whichever is lower. (Contribution to be paid on up to maximum wage ceiling of ₹15000/- even if PF is paid on higher wages)	75.00	75.00	75.00
2(d)	EPF Admn. Charges (A/c No.02): Employer's Contribution@0.5% of Monthly Consolidated wages including VDA (i.e. S. No. 1) subject to Minimum Administrative charges payable per month per establishment is Rs. 500/- . (EPF Admn. Charges is payable on total pay on which EPF contributions are payable.)	86.00	96.00	106.00
3	ESI CONTRIBUTION: Employee's Contribution @1.75 % and Employer's Contribution @4.75 % of gross wages			
3(a)	ESI: Employer's Contribution @4.75% of Monthly Consolidated wages including VDA (i.e. S. No. 1) {{Enhanced wage ceiling for coverage of employees under the ESI Act is ₹ 21,000/-which will be calculated on S. No. 1) OR ** a comprehensive Insurance Policy for meeting the liability under Employees Compensation Act & Medical Coverage for the Worker and dependent family members within the same allocable cost.	817.00	908.00	1,001.00
4	BONUS, LEAVE, UNIFORM, ETC.			
4	Bonus Contribution: @8.33% of ₹7000/- or the minimum wage {i.e. S. No.1 (c)} for the scheduled employment, as fixed by the appropriate Government, whichever is higher. (Enhanced wage ceiling for coverage of employees under the Payment of Bonus Amendment Act-2015 is ₹ 21,000/-which will be calculated on S. No. 1)	1,167.00	1,283.00	0.00
5	Liveries/ Uniform (lump sum) @ ₹ 225/- Per Month	225.00	225.00	225.00
6	Provision against encashment of Privilege leaves/ Earned leaves (15 PL) @1.25 days Per Month	717.00	796.00	878.00
7	Per month category wise wage (₹) (Sub-total of S. No. 1 to S. No. 6)	₹ 22,351.00	₹ 24,775.00	₹ 25,875.00

Signature
With name, Designation & seal of the firm

ESTIMATED QUANTITIES ENVISAGED FOR ALL SERVICES																	
(To be submitted along with Part-1 Bid)																	
(Manpower Schedule: Assessment of Workforce for Deployment at DELHI based BHEL Premises)																	
(FACILITY MANAGEMENT SERVICES OF DELHI BASED BHEL-PREMISES FOR 2019-2021)																	
Unit of Measurement: Number of Points Per Month																	
Location →		AGVC Flats, Siri Fort				Hyderabad G/House, GK-I,				BHEL House, Siri Fort				BHEL-IOC, Lodhi Road,			
Category of Workforce →		USW	SSW	SW/SUP.	Total	USW	SSW	SW/SUP.	Total	USW	SSW	SW/SUP.	Total	USW	SSW	SW/SUP.	Total
Service Description ↓																	
1	Civil Maintenance Services																
a	Carpentry Work	0	1	1	2	0	0	0	0	0	3	3	6	0	0	1	1
b	Masonry Work	0	1	1	2	0	0	0	0	0	1	0	1	0	0	0	0
c	Plumbing Work	0	1	1	2	0	0	0	0	0	2	2	4	0	0	1	1
d	Welding work	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0
e	Painting Work	0	0	1	1	0	0	0	0	0	0	1	1	0	0	0	0
f	Gardening Work	0	6	2	8	0	0	0	0	0	4	0	4	0	0	0	0
g	Work Supervision	0	0	0	0	0	0	0	0	0	0	1	1	0	0	0	0
	Sub Total	0	9	7	16	0	0	0	0	0	10	7	17	0	0	2	2
2	Electrical Maintenance Services																
a	Electrical Works	0	1	1	2	0	0	0	0	0	3	3	6	0	1	3	4
b	DG Operation	0	0	0	0	0	0	0	0	0	1	0	1	0	0	0	0
c	HVAC Operation	0	0	0	0	0	0	0	0	0	1	1	2	0	0	0	0
d	Lift Operation	0	0	0	0	0	0	0	0	0	0	2	2	0	0	2	2
e	Work Supervision	0	0	0	0	0	0	0	0	0	0	1	1	0	0	0	0
	Sub Total	0	1	1	2	0	0	0	0	0	5	7	12	0	1	5	6
3	Misc. Operating Services																
a	Pump Operation	0	0	0	0	0	0	0	0	0	1	0	1	0	0	0	0
b	Print Room Operation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
c	Telephone Operation	0	0	0	0	0	0	0	0	0	2	1	3	0	0	0	0
d	Fire Panel Operation	0	0	0	0	0	0	0	0	0	1	0	1	0	0	0	0
e	Conference Hall Operation	0	0	0	0	0	0	0	0	0	3	0	3	0	0	0	0
f	Reception Work	0	0	0	0	0	0	0	0	0	0	2	2	0	0	0	0
g	IT (Network & Software) Maintenance	0	0	0	0	0	0	0	0	0	1	4	5	0	0	0	0
h	Work Supervision	0	0	0	0	0	0	0	0	0	0	1	1	0	0	0	0
	Sub Total	0	0	0	0	0	0	0	0	0	8	8	16	0	0	0	0
4	Housekeeping Services																
a	Sanitary Work	8	0	0	8	0	1	0	1	27	0	0	27	11	0	0	11
b	Work Supervision	0	0	0	0	0	0	0	0	0	0	1	1	0	0	0	0
	Sub Total	8	0	0	8	0	1	0	1	27	0	1	28	11	0	0	11
5	Messenger Services																
a	Attendant Work	4	0	0	4	0	0	0	0	56	0	0	56	27	0	0	27
b	Work Supervision	0	0	0	0	0	0	0	0	0	0	1	1	0	0	0	0
	Sub Total	4	0	0	4	0	0	0	0	56	0	1	57	27	0	0	27
6	Canteen / Pantry Services																
a	Cooking & Associated Work	0	0	0	0	0	5	0	5	0	0	0	0	2	2	1	5
	Sub Total	0	0	0	0	0	5	0	5	0	0	0	0	2	2	1	5
7	Supervisory Services																
a	Work Supervision of all Services	0	0	1	1	0	0	1	1	0	0	0	0	0	0	1	1
	Sub Total	0	0	1	1	0	0	1	1	0	0	0	0	0	0	1	1
Total Qty.		12	10	9	31	0	6	1	7	83	23	24	130	40	3	9	52
		31				7				130				52			
		220															

Signature
With name, Designation & seal of the firm
Page 84 of 92

(To be submitted along with Part-2 Bid)

**[Note: Annexure-M3 in MS Excel to be downloaded from
<http://eprocure.gov.in/cppp/>]**

Signature
With name, Designation & seal of the firm

(To be submitted along with Part-2 Bid)

**[Note: Annexure-M3 in MS Excel to be downloaded from
<http://eprocure.gov.in/cppp/>]**

Signature
With name, Designation & seal of the firm

(To be submitted along with Part-2 Bid)

**[Note: Annexure-M3 in MS Excel to be downloaded from
<http://eprocure.gov.in/cppp/>]**

Signature
With name, Designation & seal of the firm

(To be submitted along with Part-2 Bid)

**[Note: Annexure-M3 in MS Excel to be downloaded from
<http://eprocure.gov.in/cppp/>]**

Signature
With name, Designation & seal of the firm

PART 'I' - UN-PRICE BID (To be submitted along with Part-1 Bid)							
A	Job Premise →	AGVC Flats	BHEL House	IOC-Lodhi	Hyd. G/House	Monthly Total	Total for 24 Months
	Name of Services ↓	(As per Annexure-M3)	(As per Annexure-M3)	(As per Annexure-M3)	(As per Annexure-M3)		
i	Civil Maintenance Services						
ii	Electrical Maintenance Services						
ii	Misc. Operating Services						
iii	Housekeeping Services						
iv	Messenger Services						
v	Canteen / Pantry Services						
vi	Supervisory Services						
	Sub-Total (A)						
B	DESCRIPTION	BIDDER'S CONFIRMATION					
			In Figure	In Words			
i	Rate of applicable GST (CGST & SGST/ UTGST or IGST):	CGST (%):					
		SGST/UTGST (%):					
		Sub-total (%)					
		OR					
		IGST (%):					
ii	Whether in the instant tender services/works are covered in reverse charge rule of GST (CGST & SGST/UTGST or IGST):		YES / NO				
	In case of Yes, please specify GST CGST & SGST/UTGST or IGST) payable by:	BHEL (%):					
		Bidder (%):					

Signature
With name, Designation & 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 <http://eprocure.gov.in/cppp/>]

Signature
With name, Designation & seal of the firm

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

Sl. No.	Description of requirement	Compliance	Page No.
1	Power of Attorney or a true copy thereof duly attested by a Gazetted Officer / Copy of Board Resolution, in favour of the authorized signatory of the Bid, in case an authorized representative has signed the tender.	Yes No NA	
2	Copies of original registration certificate documents defining the constitution or legal status, place of registration and principal place of business.	For Partnership Firm: Partnership Deed registered at the office of Registrar of Firms.	Yes No NA
		For Company: Certified copy Memorandum of Association, Article of Association and Incorporation Certificate.	Yes No NA
		For Society: Registration certificate issued by Registrar of societies.	Yes No NA
		For Sole Proprietor-ship Firm: Undertaking on oath (on a non-judicial stamp paper of ₹100/-) that Proprietor is solely responsible for all rights and liabilities while working under the name and style of Sole Proprietorship firm namely (.....).	Yes No NA
3	EMD in a separate envelope.	Cash deposit as permissible under the extant Income Tax Act (before tender opening);	Yes No NA
		Banker's cheque / Pay order/ Demand draft, in favour of BHEL (along with offer), payable at New Delhi	Yes No NA
		FDR issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act.	Yes No NA
		EMD amount in excess of ₹2 Lakhs in the form of Bank Guarantee. (Proforma enclosed at Annexure-H).	Yes No NA
		Online payment receipt in case Electronic Fund Transfer credited in BHEL account.	Yes No NA
		Attested copies of either Udyog Aadhaar or EM-II certificate having deemed validity (five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM-II certificate along with attested copy of a CA certificate (format enclosed as Annexure-F).	Yes No NA
		Certificate of recognition as Startup from Dept. of Industrial Policy & Promotion, Ministry of Commerce & Industry, Govt. of India.	Yes No NA
4	Copies of the Audited Balance sheet and Profit & Loss account statements of last three Financial Years	FY 2015-16	Yes No NA
		FY 2016-17	Yes No NA
		FY 2017-18	Yes No NA
5	Acknowledgement of I-T return of last three Financial Years.	FY 2015-16	Yes No NA
		FY 2016-17	Yes No NA
		FY 2017-18	Yes No NA
6	Evidence of adequacy of working capital for this contract (access to line(s) of credit and availability of other financial resources)	Yes No NA	

7	Copies of Work Orders / Award Letters / Agreements along with “Experience / Performance Certificate(s)” of a similar nature and size for each of the last three years and details of services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts. Proforma for Experience / Performance Certificate is placed at Annexure-E.	Yes	No	NA	
8	The bidder(s), who have provided similar services in past or presently providing similar services to any of the BHEL unit / region, have to essentially submit “Performance Certificate” issued by concerned BHEL unit / region for satisfactory performance of works.	Yes	No	NA	
9	Copy of the PAN card.	Yes	No	NA	
10	Copy of GST registration certificate (GSTIN)	Yes	No	NA	
11	Copy of ESI license.	Yes	No	NA	
12	Copy of PF license.	Yes	No	NA	
13	Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned and disputed amount.	Yes	No	NA	
14	No Deviation Certificate i.e. Annexure-A.	Yes	No	NA	
15	Declaration Certificate i.e. Annexure-B on the Letter Head.	Yes	No	NA	
16	Bidder's General Information i.e. Annexure-C.	Yes	No	NA	
17	Duly filled “Financial / Work Experience Details” in the enclosed format at Annexure-D.	Yes	No	NA	
18	Duly filled “Integrity Pact” placed at Annexure-G.	Yes	No	NA	
20	Proforma of Bank Guarantee (in lieu of SECURITY DEPOSIT) i.e. Annexure - I.	Yes	No	NA	
21	Proforma of Agreement i.e. Annexure - J.	Yes	No	NA	
22	'Letter of Authority' on the Letter Head, as per Annexure-K.	Yes	No	NA	
23	“E-Banking Mandate Form” on the Letter Head, as per Annexure-L.	Yes	No	NA	
24	Annexure-M1.	Yes	No	NA	
25	Annexure-M2.	Yes	No	NA	
26	PART 'I' - UN-PRICE BID i.e. Annexure-N.	Yes	No	NA	
27	PART 'II' - PRICE BID i.e. Annexure-O.	Yes	No	NA	X
28	Annexure-M3.	Yes	No	NA	X
29	“Check-List” i.e. Annexure - P.	Yes	No	NA	
30	Signed & stamped complete tender document (i.e. Section-I to Section-VII)	Yes	No	NA	
31	All forms, formats, annexures including tender document duly signed by the Authorized Signatory.	Yes	No	NA	

EMD DETAILS

Name of Bank & Branch	DD / PO No.	Date	Amount (₹)

Or

Online payment receipt No.:

EMD will be waived off for MSEs and Startups upon verification.

Signature
With name, Designation & seal of the firm