



भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited

Corporate Office, BHEL House,
Siri Fort, Asiad, New Delhi-110049
Tele No. 011- 66337406
(Phone), 011-66337428 (Fax)

No. AA: GAX: 16: CL: 104
Dt. 12/12/2016

Submission of tender enquiry on **29/12/2016 by 10:30AM**
Due date for opening of bid on **29/12/2016 at 11:30AM**

Subject: Tender for Hiring of agency for providing various paramedical specialized Services/workforce for Delhi/Noida based BHEL Dispensaries:

Dear Sir(s),

We are pleased to invite your tenders, in sealed covers for the subject work. The terms & conditions of the tender are mentioned below:

1.00 GENERAL TERMS & CONDITIONS OF TENDER:

- 1.01 BHEL desires to have a Service Provider / Vendor/ Contractor for providing various paramedical specialized Services/workforce for Delhi/Noida based BHEL Dispensaries as per detailed scope of services mentioned in **Annexure-I**.
- 1.02 Tender Enquiry No. & due date must be legibly superscripted on all the envelopes.
- 1.03 Tenders shall be received and opened on the due date and time as mentioned above in the presence of tenderers or their authorized representatives who may like to be present.
- 1.04 Tenders shall be strictly in accordance with the tender specifications. Any deviations shall be listed out separately.
- 1.05 Offers shall remain valid for 90 days period from the due date of submission of tenders.
- 1.06 BHEL shall be under no obligation to accept the lowest or any other tender and shall be entitled to accept or reject any tender in part or full without assigning any reason whatsoever.
- 1.07 BHEL will not be responsible for the postal delay under any circumstances for non-receipt of Tenders / submission of filled in tender document by due date & time.
- 1.08 Tenders received after due date & time are liable to be rejected.
- 1.09 BHEL reserves the right to increase or decrease the quantum of work/services upto **30%** at the same rates and 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 NCR at the same rates and terms & conditions.
- 1.10 Tender should be submitted along with covering letter of the tenderer and duly signed on each & every page of the tender document, technical specifications and price bid etc.

I/We agree with the above.

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- 1.11 No overwriting / correction in the Price Bid by the bidder shall be allowed. However, if correction is unavoidable, the same must be duly signed by the authorized signatory.
- 1.12 In case any typing error/other clerical errors is noticed by the bidder, in the tender documents, the same must be pointed out and got clarified before submission of offer, or else, BHEL's interpretation shall prevail & shall be binding on the bidder.
- 1.13 Each tenderer has to deposit **EMD of ₹ 1,26,514/- (One Lac Twenty-Six Thousand Five Hundred Fourteen only)** in the following forms:

- (i) Cash deposit as permissible under the extant Income Tax Act (before tender opening)
- (ii) Electronic Fund Transfer credited in BHEL account (before tender opening)
- (iii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer) in the form of Banker's cheque/ Pay order/ Demand draft, in favour of BHEL, payable at New Delhi. EMD submitted by tenderer will be forfeited if tenderer revokes his tender within validity period or increases his rates.

EMD by the Tenderer will be forfeited as per NIT conditions, if:

- a) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
- b) The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.
- c) EMD by the tenderer shall be withheld in case any action on the tenderer 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.
- d) EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of award of work.
- e) EMD shall not carry any interest.
- f) EMD of successful tenderer will be retained as part of Security Deposit.
- 1.14 Each tender shall be accompanied by separate envelope carrying EMD as mentioned above failing which the tender will be rejected. EMD shall not carry any interest.
- 1.15 Parties claiming exemption from submission of EMD shall submit the covering letter in addition with relevant documents.

Special Condition for MSME

MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either 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 at **Annexure -J** where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their, bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal.

I/We agree with the above.



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- 1.16 Upon acceptance of tender, the successful tenderer must submit the security deposit in any of the following forms. The total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.
- i) Cash (as permissible under the extant Income Tax Act)
 - ii) Local cheques 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. The Bank Guarantee format should have the approval of BHEL
 - 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)

The security deposit shall not carry any interest. Security deposit shall not be refunded to the contractor except in accordance with the terms of the contract.

- 1.17 Once the contract is entered, the percentage of monthly agency/ service charges as quoted in **Annexure-H** shall remain firm for the entire contract duration & will not vary on any account whatsoever be the reason. However, any changes in the quantum of Service Tax Components, if applicable, due to statutory variation, the same shall be admissible during the tenure of the Contract. The contract value of the job contract will vary depending on the following:
- a) Any changes in the monthly consolidated wages fixed by BHEL;
 - b) The periodic Wage/VDA variation, as and when notified by the State Government will be applicable in the contract and accordingly the monthly bill of the contractor will get amended;
 - c) Any changes in PF / ESI/ Bonus contribution of employer's portion due to changes in respective ACTs / Laws.
 - d) Payment to the contractor will be subject to TDS as per rules in force from time to time.
- 1.18 The value of contract will be worked out based on the percentage service charges as quoted by bidder. Service Charge **(in percentage)** as quoted by the bidders should be **inclusive of all taxes/charges (excluding service tax)**.
- 1.19 Evaluation of the bidders will be done based on quote of percentage service charges mentioned in Price Bid Format (**Annexure-H**). The contract would be awarded to the bidder quoting the minimum monthly agency service as indicated at **Annexure-H** (Price bid format). In the event of more than one bidder having quoted identical lowest rates and there is a tie amongst the bidders, the respective bidders would be asked to submit their revised rates. This process would continue till the distinct L1 rate is arrived. The L-1 bidder shall have to disburse the Wages to their workforce (excluding service tax), as per the details indicated in the **Annexure-F**.

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- 1.20 The contract will be applicable for a period of two years from the date of award of the contract.
- 1.21 Tenderers are requested to go through the scope of services, **visit each premises/dispensaries etc.** and get fully acquainted with the scope of services required for the premises and get their doubts clarified regarding the above job/services before submitting the offer. Visit shall be made on any working day between 9:00 AM to 05:30 PM with prior intimation. For arranging visit or any other queries, the party shall contact the under given office/Person:
- Contact Person: Dr. Manusaksena
Contact Address: Medical Superintendent, Corporate Office, BHEL House, Sirifort, New Delhi
Email: drmsaksena@bhel.in
Phone: 9810979028
- 1.22 Tenderer must note that any false information / data or any suppression of acts will be disqualifying them even at a later stage also. The contractor will deploy trained and efficient workforce for the above Services. In this connection, the contractor has to maintain a register for their record etc. and made available to BHEL / Statutory authority as & when needed.
- 1.23 The Contractor will be abide by to execute the work assignments on Job Contract basis strictly in accordance with the terms and conditions of the NIT and the Company in turn also agrees to engage the Contractor accordingly with effect from the date of award.
- 1.24 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 tenderer shall have no claim arising out of such action by BHEL.
- 1.25 Penalty will be levied by BHEL as per relevant clauses of the tender on account of delay, violation of contract conditions and non-performance of the Contractor/Service Provider.
- 1.26 The successful tenderer will be responsible for the quality of the job and will immediately rectify the deficiency pointed out in the job performed.
- 1.27 BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).
- 1.28 The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.

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- 1.29 If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the Unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).
- 1.30 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 web site www.bhel.com.
- 1.31 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 [www. bhel.com](http://www.bhel.com) and/or under applicable legal provisions.
- 1.32 The Bidder 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.
- 1.33 **Risk Purchase:** In case the Tenderer on successful award of the Tender refuses to execute the work / part thereof shall pay the complete / excess cost to be incurred for the completion of the Contract.
- 1.34 **Penalty Clauses:**
- 1.34.1 Non availability of workforce** – In case the successful bidder do not fulfill the total requirement of workforce, BHEL reserves the right to make deductions on pro-rata basis from the monthly charges and impose a penalty of Rs. 300/- per day.
- 1.34.2 Misconduct / Misbehavior of the workforce** – In event of any misconduct/misbehavior, Rs 300/- for that particular day shall be payable as penalty. Misconduct/ Misbehavior includes use of abusive language, Chewing of tobacco, Smoking/Drinking (alcoholic beverages) while on duty, eve-teasing, physical assault of any kind etc. among others. Depending on the severity of the offence BHEL reserves the right to impose heavier penalty and take suitable legal action as per its discretion. In such cases the successful agency shall provide replacement of workforce maximum within 2 working days.
- 1.34.3 Non-satisfactory performance of workforce** –In case the performance / service of workforce is not found to be satisfactory to BHEL or its users, the successful agency shall provide replacement of workforce maximum within 2 working days. In case the successful bidder does not provide the replacement, BHEL reserves the right to make deductions on pro-rata basis from the monthly charges + a penalty of Rs. 300/- per day.
- 1.34.4 Non – compliance to Uniform** – If the workforce does not report for duty in proper uniforms in as issued to them by the contractor or uniform worn by him is not in distinctive color code and neat and clean conditions. Then as a special case, security will permit the workforce only on request of contractor and same shall not occur more than thrice in a month. In case of re-occurrence of the same, the contractor will be levied penalty of 300/- per case.

I/We agree with the above.



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2.00 SPECIAL TERMS & CONDITIONS OF TENDER:

- 2.01 **Mandatory Insurance cover is required for all the workforce of the contractor for a sum insured of ₹3.30 Lakhs for each workforce** of the contractor. The contractor has to assess the premium of insurance cover for his contract period. **Bidders shall include the cost of insurance cover in their service charges.**
- 2.02 The Contractor shall ensure proper conduct and behavior of the workforce engaged by them in the work premises of the Company and shall remove with immediate effect, the engagement of such person(s) who does/do not conduct himself / themselves properly or misbehave(s) with the regular employees / personnel of the Company in any place.
- 2.03 Continuation of the contract shall be based on the performance of the contractor. The following parameters shall inter-alia be considered while evaluating performance timely rendering of services, quality of works/services, compliance with statutory requirements, Safety consciousness, maintaining of workforce in proper uniform bearing logo of the contractor and valid identity card with lanyards issued by the contractor.
- 2.04 The successful contractor will accept full and exclusive liability for the wages, PF, ESI, Bonus, two set of uniforms (dress, apron, cap, white coat or smock etc.) per year, for the workforce deployed by the contractor and other obligation referred under the law now and thereafter imposed by the Government / Local Bodies.
- 2.05 BHEL will have no liability whatsoever concerning the workforce deployed by the contractor for the purpose. The contractor shall keep the Company indemnified against all losses or damages or liability arising out of or imposed in the course of employment of workforce by the contractor.
- 2.06 The contractor will be solely responsible for any unlawful act of their workforce while on duty. In case of theft or loss of Company's property take place due to the negligence or carelessness of workforce, the contractor will be responsible and shall make good of the same.
- 2.07 If at any time, during the period of contract, it is observed by the Company or his authorized representative that the services rendered by the contractor's workforce are not up to the satisfaction of the Company or any terms of the contract are violated and contractor does not respond for improvement of the same, in such situation BHEL reserves the right to terminate the contract at the Contractor's risk and cost with a notice period of one month and may deduct the cost of the above mentioned unsatisfactory work from his bill or for recovery may forfeit the Security Deposit in part of full as the case may be.
- 2.08 In case of any dispute, the decision taken by BHEL Management will be final and binding on the successful contractor. 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 the entire workforce deployed at BHEL on a stamp paper of ₹100/- duly notarized.
- 2.09 **JURISDICTION** : 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 (including any arbitration in terms thereof) shall lie only in the court of competent civil jurisdiction in this behalf at Delhi (where this Contract has been signed on behalf of the CONTRACTOR) 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.

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- 2.10 Both the Company and Contractor hereby agree that all differences / disputes/ interpretations arising out of or in connection with this Agreement shall be mutually discussed and settled failing 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 the parties.
- 2.11 The Contractor shall duly comply with all acts, laws, or other statutory rules, regulations, bye-laws applicable or which might be applicable to the National Capital Territory of Delhi with regard to the performance of the work assignments included herein or concerning this Agreement but not limited to Minimum Wages Act- 1948, Contract Labour (Regulation & Abolition) Act, 1970, Industrial Dispute Act, 1947, Workmen's Compensation Act 1923, Employees' State Insurance Act 1948 (to the extent as may be applicable, if any), Employees' Provident Fund and Misc. Provisions Act, 1952, The Payment of Bonus Act, 1965 and the amendments made thereafter to these Acts/ Laws and from time to time take such steps as may be deemed necessary in this regard. The Contractor shall keep the Company Indemnified against all penalties, claims and liabilities of every kind under or for any violation of such acts, laws or regulations etc. by him or his employees.
- 2.12 In case, while on duty and during the course of engagement in work premises of the Company 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 with statutory liabilities like ESI etc.
- 2.13 The Contractor shall be fully responsible for the timely payment of wages, PF, ESI, 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 Company. The Company shall not be responsible for these payments or any other liability on this account. The Contractor shall also indemnify and compensate the Company for any liability incurred by the Company, if any, including costs incurred thereon. In that event the nominated officer of the Company 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 the Company's claim, it shall be lawful for the Company to recover the balance amount as a debt from the Contractor.
- 2.14 The Contractor shall indemnify and compensate the Company, if the Company 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.
- 2.15 This Agreement shall be deemed to have become effective from the forenoon of date of award, with respect to all the work premises covered under this Agreement and will remain in force for a period of **twenty four (24) months** which can be further extended on the same terms and conditions on the mutual agreement between the Company 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 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. The Contractor can also terminate the contract with one-month notice.

I/We agree with the above.



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- 2.16 **WORKING TIME & NATURE OF SERVICES:** The contractor shall perform all the services mentioned in the Scope of Services as detailed in **Annexure-I** on day to day basis **on all BHEL's working days, 8½ Hrs. working with half an hour lunch break.** Successful contractor has to insure all the formalities in respect of Joining of their workforce in the contractor's establishment, registration of PF & ESI etc.
- 2.17 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 of the Job / services get deducted to the tune of shortages on account of leave / absenteeism.
- 2.18 The contractor shall not render any extra services unless he receives specific written instructions in writing from the Medical Superintendent.
- 2.19 The swipe card system wherever applicable or an Attendance Register of the Contractor's workforce shall be maintained by the Contractor for each work premises separately for physical verification by the Principal Employer & Statutory Authorities. The workforce deployed by the contractor shall be hail and healthy and should not be suffering from any communicable diseases.
- 2.20 Due supervision of jobs at the work premises shall be ensured by the contractor daily for closely monitoring services under the job contract and authorized supervisor/representative of the contractor shall be equipped with cell phone facility for effective coordination with BHEL. The major responsibility of the authorized supervisor/representative of the contractor would be as under:
- (i) Obtaining instructions from the concerned BHEL Official(s) for carrying out the works pertaining to their areas.
 - (ii) 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.
 - (iii) To ensure proper conduct and discipline by his team of workforce, while performing their duty at BHEL premises.
 - (iv) To report / intimate any constraint, if so felt, during the execution of designated works by his team of workforce.
- 2.21 BHEL will nominate, a Representative (hereinafter called "the Company Representative") from among the Executive of the respective Medical Department.
- 2.22 The Contractor shall visit the work premises of the Company covered under this Agreement twice a month (min.) during the working hours and meet the company Representative as a matter of routine for maintaining regular contact and ensuring effective coordination on all related issues of these Agreements.
- 2.23 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 representative shall be intimated to Officer-in-Charge or any other authorized representative of BHEL and their comment be recorded in the instruction book.

I/We agree with the above.



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- 2.24 The Contractor shall be held responsible for any damage / loss to the work premises / or the properties of the Company caused due to the negligence of his workforce and shall have to replace the same at his own cost. The decision of the officer nominated in this regard by the Company for fact finding shall be final and binding on the Contractor.
- 2.25 The contractor shall hand over a copy of all legal and statutory documents and records to BHEL for fulfilling any future requirement with the statutory authority.
- 2.26 The successful contractor shall comply to all statutory labour law regulations applicable to this contract like timely payment of prescribed wages and other amounts as and when becomes payable, depositing of PF, ESI, taking of insurance cover etc. for workforce employed for this contract. Any obligation on account of the above will be the liability of the Contractor.
- 2.27 The successful contractor 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.
- 2.28 Successful contractor shall have to execute contract agreement on a non-Judicial Stamp Paper of ₹100/- at Delhi.
- 2.29 **LABOUR LICENCE:** The successful contractor shall obtain labour license from appropriate Govt. by taking up the job on contractual basis under contract Labour (Regulation and Abolition Act, 1970) and submit the same to BHEL within 15 days of from the date of placement of work order.
- 2.30 **IDENTITY:** The Contractor shall ensure that the work force/supervisors engaged by him must wear & display these cards prominently on their uniform during their duty period (as the same duly endorsed by the Company). Each work force 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.
- 2.31 **CHARACTER VERIFICATION AND ANTECEDENCE:** The contractor should get the character / antecedence of each and every workforce deployed by them at the job premises, verified by the Police Authorities before engaging and deploying them in our premises. In case the contractor desires to change the workforce deployed by him, due to any reason, the new incumbent should be deployed with the clearance of Officer-in-Charge of BHEL.
- 2.32 **PROVIDENT FUND:** The successful bidder shall obtain Provident Fund Number from the concerned authorities on award of work and shall strictly comply with the provision of Employees Provident Funds Act. The contractor shall deposit Employees and Employer Contributions in the designated account with the designated authority every month. The contractor shall furnish along with each running bill, the separate Challan/receipt for the deposit of provident fund made to RPFC for the preceding month(s) with detailed calculation sheet of all the work force deployed at BHEL premises only which will be used for tallying / verification that proper PF deposit has been made. All workforce must possess UAN (Universal Account Number) so that they can view their balance/deposit online at EPFO website and can avail other benefits too.

I/We agree with the above.



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- 2.33 **ESI:** The contractor shall strictly comply with the provision of Employees State Insurance Act. Contractor shall issue **Latest digital ESI card** to all the work force immediately after taking in to their employment. No workforce shall be deployed without the issuance of ESI Card under the contract. The contractor shall deposit Employees and Employer Contributions in the designated account with the designated authority every month. The contractor shall furnish along with each running bill, the Challan/receipt for the payment towards ESI for the preceding month(s) with detailed calculation sheet of all the work force deployed at BHEL premises and other than BHEL premises which will be used only for tallying / verification that proper ESI deposit has been made.
- 2.34 **LEAVE / HOLIDAYS:** For every workforce deployed in BHEL premises, the contractor will give one day's weekly off for every six continuous working days, the Contractor's workforce shall be entitled for leave in each calendar year as admissible under Section 22 of the Delhi Shops and Establishments Act 1954 viz., (i) Privilege Leave for 15 days; (ii) Sickness or Casual Leave for 12 days which shall not be accumulated. Contractor may incorporate the cost of 27 days leave accrued in 12 month and reimburse to his workforce for unavailed period on calendar year basis.
- 2.35 **BONUS:** The contractor shall ensure payment of Bonus (Minimum @ 8.33% as per payment of bonus amendment act 2015) is applicable for the wages upto Rs. 21000. To be computed on Rs. 7000/- or the minimum wage for the scheduled employment, as fixed by the appropriate Government, whichever is higher. The contractor shall strictly comply with the provision of the payment of Bonus Act 1965 and payment of Bonus Amendment Act 2015.
- 2.36 **WAGES:** All payments to the contractor's workforce shall be as per the terms of contract and as per details enumerated in **Annexure- G** which shall be made through direct credit in the bank accounts of its workforce (NEFT/RTGS/) by the 7th of each English month. Any delay on this account shall be subjected to penalty or termination of contract. Opening of Bank A/c of their workforce or making payment of wages in their existing Bank A/c is the responsibility of successful contractor itself. Joining of their workforce in the contractor's establishment, registration of PF & ESI etc. is the responsibility of successful contractor.
- 2.37 **UNIFORM / LIVERIES:** (i) 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; (ii) The contractor will issue uniforms as agreed upon.
- 2.38 The Company shall have no direct responsibility / liability in respect of the workforce engaged by the Contractor on Job Contract Basis under this Agreement.
- 2.39 **SAFETY PRECAUTIONS:** (i) All safety equipment (as required for this work) are to be positioned by the contractor & used as per the requirement. (ii) 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. (iii) Violation of applicable safety, health & environment related norms; a penalty of ₹5,000.00 per occasion shall be imposed. (iv) 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. (v) In case of fatal accidents, a penalty of 1% of the contract value (maximum of ₹10,00,000.00) per fatality in addition to ₹5,000.00 as mentioned above.
- 2.40 **HEALTH, SAFETY AND ENVIRONMENT (HSE) MANAGEMENT:** In addition to the safety practices to be followed, the contractor shall establish document and maintain an effective Health, Safety and Environment (HSE) management system.

I/We agree with the above.



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- 2.41 The Company shall, in consideration of satisfactory completion of services as agreed upon (as detailed in **Annexure-M**) the terms of the contract be entitled to the agreed amount.
- 2.42 **PAYMENT TERMS:** On receipt of the bill, BHEL will verify the bill and pass for payment of bill within 15 days from the date of receipt of bill. However contractor has to make the payment of monthly wages to their respective workforce latest by 7th day of every calendar month by way of direct credit in the bank accounts of its workforce NEFT/RTGS. Contractor has to also ensure timely deposit of PF and ESI as per the provisions of the act. At the time of submitting the next bill contractor has to submit the details of payment of wages to their work force, proof of payment in the accounts of its workforce, proof of deposit of PF, ESI and service tax etc. which will be for the purpose of ensuring that contractor has complied with the statutory requirement. Monthly Payment to the Tenderer shall be made as per the Rate at which the work is awarded which shall be inclusive of PF, ESI, Service charges etc. for the number of workforce deployed and for the number of days deployed during a month. Service tax shall be paid on actual basis after submission of Service Tax Challan with service tax registration in proper category. As per latest CENVAT credit rules, time restriction has been imposed on availment of CENVAT credit on input and input services. Wherever CENVAT credit could not be availed within given time limit due to delay in submission of invoices or for any other reason attributable to vendors, loss of such CENVAT credit will be recovered from such vendors.
- 2.43 Failure to provide services/workforce by the tenderer as per requirement or Unwarranted / Indiscipline of the Labor of the Tenderer at workplace shall attract adverse remarks which may be included in the Completion Certificate and / or attract any legal /administrative action on tenderer or Labor of Tenderer or both, as deemed fit.

3.00 QUALIFYING CRITERIA FOR THE TENDERERS:

- 3.01** Average Annual financial turnover during the last 3 years, ending on 31st March' 2016 should be at least ₹ **19.00 Lakhs.**
- 3.02** Bidders having experience of successfully executed job contract of similar jobs/services during last 7 years ending on 30th Nov' 2016 should be either of the following : -
- Three similar completed jobs / services of two year contract period, costing not less than an amount equal to ₹ **25.50 Lakhs each.**
OR
 - Two similar completed jobs / services of two year contract period, costing not less than an amount equal to ₹ **32.00 Lakhs each.**
OR
 - One similar completed jobs / services of two year contract period, costing not less than an amount equal to ₹ **51.00 Lakhs each.**

Note:

- 1. Similar jobs/services' mentioned in Para 3.02 above shall be related to "Job / services of providing various paramedical specialized services/workforce in any Central Govt. / State Govt. / PSU / Public / Private hospital of at least 50 Beds.***
- 2. The Tenderer shall have requisite licenses / permissions, if any, to provide workforce for the required paramedical specialty as mentioned in the NIT. Please note that the above experience shall be subject to verification by BHEL. Failure to fulfil all the above requisite conditions shall make the tender offer to be summarily rejected.***

I/We agree with the above.



Signature of the bidder with Seal

- 3.03 The Tenderer should have his firm / himself registered with unique PAN & Service Tax Registration Numbers.
- 3.04 The Tenderer should have his firm / himself registered for extending EPF & ESIC facilities.

Note: In case tenderer doesn't possess the EPF & ESIC number then, Successful bidder/tenderer have to submit the same before commencing of work as per the work order.

4.0 DOCUMENTS REQUIRED:

- 4.01 **The Tenderers should submit documents in support of possessing Qualifying requirements as under, duly certified and stamped by their authorized signatory.**
- 4.02 **Audited copy** of Balance Sheet and profits & loss Account statements of last three financial years i.e. FY 2013-14, FY 2014-15 & FY 2015-16. In case of unavailability of Balance Sheet & Profit & Loss statement for the above mentioned financial years, CA certificate for the same shall be furnished.
- 4.03 Copy of acknowledgements of IT return of last three financial years i.e. FY 2013-14, FY 2014-15 & FY 2015-16.
- Copies of Work Orders / award letters along with certificates of successful completion of the similar job / services executed by the bidders during last 7 years as on 30.11.2016 as a supporting document against Point no. 3.02 of PQR. BHEL reserves the right to **cross check** the documents from the issuing department. **The certificate of successful completion should also contain the details of work order, duration of the contract, quantum of business done and its satisfactory completion.**
- 4.04 Tenderer has to submit a copy of registration certificate of Service Tax Number and PAN card. Tenderer who are already having PF registration No. & ESI registration number may submit the same also.
- 4.05 Un-priced price bid format duly signed by the tenderer shall be submitted along with technical bid by mentioning 'Q' in the column where quote is to be offered by the party.
- 4.06 A copy of tender enquiry duly signed on each and every page shall be submitted along with technical bid.
- 4.07 Tenderer has to submit the No Deviation Certificate duly signed in the format mentioned in **Annexure-A**.
- 4.08 The Bidder must submit a declaration (**Annexure-B**) that no case is pending with the police/ court against the proprietor/ firm/ partner or the company (Agency). As well as the bidder has not been suspended / blacklisted by any organization.
- 4.09 Tender has to be submitted with contact address and e-mail ID etc. duly filled and signed as placed in **Annexure-C**.
- 4.10 Bidder must submit duly filled and signed check list enclosed at (**Annexure-D**).
- 4.11 Bidder must submit the technical details in the enclosed format (**Annexure-E**).
- 4.12 The bidder shall submit the Bank details along with a cancelled cheque for NEFT/RTGS.

I/We agree with the above.



Signature of the bidder with Seal

- 4.13 Bidder must submit signed and sealed **Annexure-F & G** as a token of proof that he would be liable to make payment to the workforce as per the sheet attached and abide by all the statutory norms.

5.00 PROCEDURE FOR SUBMISSION OF TENDERS:

- 5.01 The tender is to be submitted as required in two parts in separate sealed covers **prominently superscripted as Part-1 "Techno-commercial Bid" & Part-2 "Price Bid"** and also indicating on each of the covers the tender number and due date and time as mentioned in the tender enquiry. Envelope of Part-1 "Techno-commercial Bid" shall contain documents required in Para 3.0 and 4.0 above and Part-2 "Price Bid" shall contain percentage of service charges as per the Price-Bid format **(Annexure-H)**. A third sealed cover shall contain required amount of EMD and shall be super scribed as EMD. These three separate covers 1st, 2nd and 3rd shall together be enclosed in fourth envelope and this sealed cover shall be superscripted with tender number / numbers and due date. Tenders submitted without EMD are liable to be rejected. Checklist (enclosed) shall be placed inside the fourth envelope.
- 5.02 In the Price Format, the monthly agency service charges (in percentage) quoted should be inclusive of all, but excluding Service Tax (which shall be payable as applicable on actual). Rates (in Percentage) must be quoted in figures as well as in words. However, in case of any conflict/confusion between the two the higher shall be considered for evaluation and lower rate shall be considered for ordering. BHEL's decision regarding the same shall be final and binding.
- 5.03 Envelope No. 3 containing EMD will be opened first and after due verification of EMD as per clause No. 1.13, the Part - 1 of the tender will be opened next and evaluated afterwards. Tenderers who qualify in Technical Bid (Part – 1) will only be considered while opening of Price Bid (Part–2). BHEL may finalize successful tenderer by **opening of sealed price bid** or by conducting **online Reverse Auction**. Date of opening of sealed Price Bid / conducting of online Reverse Auction will be intimated separately to the Tenderers who qualify in the Techno-Commercial bid.
- 5.04 Tenders should strictly be in accordance with the tender specifications & General Instructions to the Tenderer enclosed herewith.
- 5.05 The Tenderer should accept all terms & conditions of the tender unconditionally. In case the Tenderer wants to deviate from the tender conditions, such deviations shall be clearly specified in his tender. If no deviations are given in tender submitted, it will be assumed that the Tenderer accepts all terms and conditions of the tender.
- 5.06 Tenders with deviations from terms and conditions are likely to be rejected. Clarifications, if any, of Technical / Commercial nature, can be obtained from the officer to whom the tender is to be submitted or from New Delhi office at the following address up to one week before the tender due date.

6.00 SCOPE OF SERVICES OF THE TENDER ENQUIRY:

- 6.01 The Tenderers should go through the General & Special Terms and conditions, qualifying requirements and submit the duly signed and stamped copy in support of compliance.

I/We agree with the above.



Signature of the bidder with Seal

Description of work: As per Scope of Services enclosed at **Annexure-I & price bid format placed at Annexure-H.**

The tender should reach in the **tender box** placed at the reception of Corporate Office, BHEL House, Siri fort, New Delhi by **10:30AM** on or before the due date. BHEL will not be responsible for any delay in receipt of tender(s), sent by post / courier. The same shall be opened on scheduled due date and time i.e. **29/12/2016 by 11:30AM**. Any corrigendum to this tender, if issued by BHEL in future, shall be uploaded on the BHEL website (www.bhel.com) and on e-procurement portal of GOI (<http://eprocure.gov.in/cppp/>). Therefore, the bidders are advised to keep visiting the websites regularly. Any clarification regarding NIT, if required, should be sought from the undersigned.

Upendra Kumar Singh
Sr. Manager (HR-GAX)
BHEL House, Siri Fort, New Delhi - 110049.
Phone No.: 011 - 66337406, Mobile No.: 8800907676
E-mail: upendra@bhel.in

For & on behalf of
Bharat Heavy Electricals Ltd.



(Upendra Kumar Singh)
Sr. Manager (HR-GAX)

Enclosures: As above

I/We agree with the above.

Signature of the bidder with Seal

No Deviation Certificate

(To be submitted along with Part-1 Bid)

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

Or

We hereby accept all terms and conditions of the above tender except the following:

- 1.
- 2.
- 3.
- 4.

Signature

With name, Designation & seal of the firm

I/We agree with the above.

Signature of the bidder with Seal

A handwritten signature in black ink, appearing to read 'V. Singh', is written over a horizontal line.

DECLARATION CERTIFICATE

I / We do hereby declare that there is no case with the Police/Court/Regulatory authorities against the proprietor/firm/partner. Also I / We have not been suspended / delisted / blacklisted by any other Govt. Ministry/Department/Public Sector Undertaking/ Autonomous Body/Financial institution/Court. We also certify that either our firm or any of the partners are not involved in any scam or disciplinary proceedings settled or pending adjudication.

Signature

With name, Designation & seal of the firm

I/We agree with the above.

Signature of the bidder with Seal

A handwritten signature in black ink, appearing to read 'Bingh', is written over a horizontal line.

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

Signature and Seal of the Bidder

I/We agree with the above.

Signature of the bidder with Seal



CHECK-LIST (TECHNICAL BID)**SUMMARY OF COMPLIANCE TO REQUIREMENT OF TENDER**

Sl. No.	Description of requirement	Yes / No/ NA	Page No.
1	EMD of ₹ 1,26,514/- in the form of Pay order or Demand Draft in favour of "Bharat Heavy Electricals Ltd." in a separate envelope.		
2	Copies of the Audited Balance sheet and Profit & Loss account statements of last three financial years i.e. FY 2013-14, FY 2014-15 & FY 2015-16 duly certified by CA.		
3	Acknowledgement of I-T return of last three financial years i.e. FY 2013-14, FY 2014-15 & FY 2015-16.		
4	Details of work experience, satisfactory work performance certificates		
5	Copy of the PAN card.		
6	Copy of Service Tax registration certificate		
7	Declaration enclosed at Annexure - A		
8	No deviation certificate enclosed at Annexure-B		
9	Bidder's detail as per Annexure-c		
10	Financial details / Work Experience as per Annexure-E		
11	Signed and Stamped Un- priced bid format (The bidder has to write " Quoted " in places where he has quoted in Price Bid at Annexure-H)		
12	Sealed envelope of duly filled, signed & stamped Part 'II' – Price Bid (Annexure-H)		
13	Bidder must submit signed and stamped Annexure-F		
14	Bidder must submit signed and stamped Annexure-G		
15	Bidder must submit signed and stamped Annexure-I		
16	All the pages of tender document signed & stamped. (Including the scope of services)		
17	The bidder shall submit the Bank details along with a cancelled cheque for NEFT/RTGS.		
18	Bidder must submit signed and stamped Annexure-J (If Applicable)		

I/We agree with the above.

Signature of the bidder with Seal



FINANCIAL DETAILS

TURNOVER (F.Y.) (in ₹Lakhs)	2013-14	2014-15	2015-16

INCOME TAX RETURN (F.Y.)	2013-14	2014-15	2015-16

EXPERIENCE	No. of Work	Value	Customer's Name

EMD DETAILS	DD / PO No.	Date	Amount (₹)

WORK EXPERIENCE

SIMILAR WORKS	Nature of Works	No. of works	Value	Customer's Name

I/We agree with the above.

Signature of the bidder with Seal



CONSOLIDATED WAGES, OTHER ALLOWANCES & STATUTORY PAYMENTS / CONTRIBUTIONS			
Sl. No.	WAGE COMPONENTS	Paramedical Specialized Workforce	
		Nursing Assistant (MW @ ₹ 11830)	Pharmacy Assistant (MW @ ₹ 11830)
1(a)	Govt. of NCT of Delhi Minimum Wage as on 01.10.2016	11,830	11,830
1(b)	Dearness Allowances w.e.f. 01.04.2017	(Actuals)	(Actuals)
1(c)	Cash Component	4,100	4,100
1	Monthly Consolidated wages Including VDA	15,930	15,930
2	PF Contribution on S.No.1		
2(a)	CPF @ 12% (A/c No.01) on Sl.No.1	1,912	1,912
2(b)	EDLI @ 0.50% (A/c No.21) on Sl. No. 1	80	80
2(c)	Admn. Charges (A/c No.02) @ 0.85% on Sl. No. 1	135	135
2(d)	Admn. Charges (A/c No.22) @ 0.01% on Sl. No. 1	2	2
3	ESI @ 4.75% as employer contribution {(Applicable for wages upto ₹ 15000/- (wage ceiling limit) as per ESI Act} on S. No. 1	(Actuals)	(Actuals)
4	Bonus (Minimum @ 8.33% as per payment of bonus amendment act 2015) is applicable for the wages upto Rs. 21000. To be computed on Rs. 7000/- or the minimum wage for the scheduled employment, as fixed by the appropriate Government, whichever is higher. {Bonus 8.33 % on Sl.No.1(a) & 1(b)}	985	985
5	Liveries LS @ ₹ 225/- Per Month	225	225
6	Leave Salary 2.25 days Per Month on S. No. 1	1,195	1,195
7	Per month category wise wage (Excluding Service Charge, Service Tax, SBC & KKC)	20,463	20,463

Notes:-	
1	The monthly consolidated wages will be revised by BHEL as per sole discretion. Increase of VDA by Delhi Govt. Apr'2017 onwards will be incorporated in the category wise wage calculation and any further increase of VDA will become the part of monthly consolidated wages.
2	TDS as applicable will be deducted from all the bills & TDS certificate will be issued to the Party.
6	Amount mentioned at sl. no. 1(a), 1(b), 2(a), 2(b), 2(c), 2(d), 3 & 4 will be applicable as per the STATUTORY/ACTS/Provisions.
7	Amount mentioned at sl. no. 1(c), 5, 6 will be payable as mentioned above only.

I/We agree with the above.

Signature of the bidder with Seal



CONSOLIDATED WAGES, OTHER ALLOWANCES & STATUTORY PAYMENTS / CONTRIBUTIONS			
Sl. No.	WAGE COMPONENTS	Paramedical Specialized Workforce	
		Nursing Assistant (MW @ ₹ 11830)	Pharmacy Assistant (MW @ ₹ 11830)
1(a)	Govt. of NCT of Delhi Minimum Wage as on 01.10.2016	11,830	11,830
1(b)	Dearness Allowances w.e.f. 01.04.2017	(Actuals)	(Actuals)
1(c)	Cash Component	4,100	4,100
1	Monthly Consolidated wages Including VDA	15,930	15,930
2	PF Contribution on S.No.1		
2(a)	CPF @ 12% (A/c No.01) on Sl.No.1	1,912	1,912
2(b)	EDLI @ 0.50% (A/c No.21) on Sl. No. 1	80	80
2(c)	Admn. Charges (A/c No.02) @ 0.85% on Sl. No. 1	135	135
2(d)	Admn. Charges (A/c No.22) @ 0.01% on Sl. No. 1	2	2
3	ESI @ 4.75% as employer contribution {(Applicable for wages upto ₹ 15000/- (wage ceiling limit) as per ESI Act} on S.No.1.	(Actuals)	(Actuals)
4	Bonus (Minimum @ 8.33% as per payment of bonus amendment act 2015) is applicable for the wages upto Rs. 21000. To be computed on Rs. 7000/- or the minimum wage for the scheduled employment, as fixed by the appropriate Government, whichever is higher. {Bonus 8.33 % on Sl.No.1(a) & 1(b)}	985	985
5	Liveries LS @ ₹ 225/- Per Month	225	225
6	Leave Salary 2.25 days Per Month on S. No. 1	1,195	1,195
7	Per month category wise wage (Excluding Service Charge & service Tax)	20,463	20,463
8	Contractor's Service charges (%)	Q	Q
9	Per month wage including service charge	(Actuals)	(Actuals)
10	Service Tax, SBC & KKC as applicable	(Actuals)	(Actuals)
11	No. of Workforce	4	6
12	Category wise per month expenditure including Service charges, Service Tax, SBC & KKC	(Actuals)	(Actuals)
13	Total expenditure in 24 Months including Service charges, Service Tax, SBC & KKC	(Actuals)	(Actuals)
Contract Value		(Actuals)	

I/We agree with the above.

Signature of the bidder with Seal



JOBS / SERVICES REQUIRED:**Brief information about location wise workforce requirement:**

SL. No.	Location of BHEL Dispensary	Paramedical Specialized Workforce (Nursing Assistant & Pharmacy Assistant)			
		Nursing Assistant		Pharmacy Assistant	
		Requirement (Nos.)	Minimum Qualification of Nursing Assistant to be engaged	Requirement (Nos.)	Minimum Qualification of Pharmacy Assistant to be engaged
i	BHEL House, Siri Fort, New Delhi	1	(i) 3 & Half years Diploma in General Nursing & Midwifery. (ii) Registered with Central/State Nursing Council (iii) Minimum 02 Years of Post Qualification Experience. Desirable: Knowledge of Hindi	1	(i) Approved Diploma in Pharmacy from a Institute recognized by the Pharmacy Council of India and registered as Pharmacist under the Pharmacy Act, 1948. (ii) 2 years' experience as a Pharmacist/Dispenser Desirable: Knowledge of Hindi
ii	BHEL-IOC, Lodhi Road, New Delhi	0		1	
iii	BHEL Township, Noida	1		2	
iv	PEM, Sector-16, Noida	1		1	
v	Advant Building, Sector-142, Noida	1		1	
Grand Total		4		6	

SCOPE OF WORK:**(A) For Nursing Assistant:**

- Assess the total needs of patients and prepare plan of nursing care.
- Demonstrate and carry out efficient nursing care, taking care of personal comfort and toilet of patients, administration of drugs & treatment, observation and recording of vital parameters.
- Assist Medical staff in examination of patients and treatment.
- Participate and help with clinical investigations/procedures.
- Maintenance of patient's records.
- Care of patient's personal effects in accordance with BHEL's Dispensary rules.
- Give information and health education to patients and their attendants.
- Intimation to nursing supervisors of any emergency or unusual occurrence in the dispensary.
- To assist the concerned Paramedical Staff / Medical Professional / Specialist while administering treatments & procedures;

I/We agree with the above.



Signature of the bidder with Seal

(B) For Pharmacy Assistant:

- check prescriptions to make sure there are no errors and that they're appropriate and safe for the individual patient;
- provide advice on the dosage of medicines and the most appropriate form of medication, for example, tablet, injection, ointment or inhaler;
- liaise with other medical staff on problems patients may experience when taking their medicines;
- make sure medicines are stored appropriately and securely;
- answer questions about medicines within the Dispensary;
- To attend call duties if required;
- To assist in dispensing of medicines & raising indent of medicines;
- Maintaining medicines inventory record in computer / other records related with patients in computer;
- To carry out other related work whenever & wherever required.

I/We agree with the above.

Signature of the bidder with Seal

A handwritten signature in black ink, appearing to read 'D Singh', is written over a horizontal line.

**Certificate by Chartered Accountant on letter head
(only for those who are submitting EM-II Certificate)**

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

I/We agree with the above.

Signature of the bidder with Seal

