



BHARAT HEAVY ELECTRICALS LIMITED
TRANSMISSION BUSINESS GROUP (TBG)
5TH FLOOR, TOWER-A, ADVANT BUILDING
SECTOR-142, EXPRESSWAY NOIDA, NOIDA-201305

निविदा आमंत्रण सूचना/ NOTICE INVITING TENDER

Sir/Madam,

BHEL (TBG) having its office at 5th floor Tower-A, Advant Navis IT Park, Sector -142, Noida invites offers in sealed cover from the reputed agencies / service providers for “**PROVIDING SERVICE POINTS FOR SITES UNDER BHEL TBG-EASTERN SECTOR & SECTOR OFFICE**” for the period of **one year** on job contract basis. The ideal profile of the Agency/Service Provider/Contractor that we want to engage will have following attributes:

- (i) Should have rich, varied & vast experience of having handled services such as House keeping, attendant / messenger services, upkeep & maintenance services, cooking, computer operator etc. at office premises / guest houses / residential townships / hotels/ hospitals/ commercial institutional complex like metro stations/ airports/ factories etc. with any Central Govt. State Govt. / PSUs / Public Limited Company / Private Limited Company.
- (ii) Should have highly motivated, disciplined, trained & experienced workforce of good disposition who can provide services at BHEL (TBG), Eastern sector sites and sector office.

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

SCHEDULE TO TENDER

1.	Tender Reference No.	TBES/RATE CONTRACT/SERVICE POINTS/TENDER/19-20
2.	Date of Issue of Tender	19.12.2019
3.	Tender Fee (In Rs.)	NIL
4.	Tender value	Tentative value of services to be hired is Rs. 66,07,644/- (excluding profit charges & GST)
5.	Tender Title	Tender for Providing service points for sites under BHEL-TBG Eastern sector & sector office.
6.	Last date/ time for receipt of tender	09.01.2020 by 2:30 PM
7.	Date/ time of opening of (Part-I)	09.01.2020 at 3:30 PM
8.	Place of Submission of Tender / Bid:	Tender Box-TBGM, placed at the reception of BHEL- TBG , 5 th floor Tower-A, Advant Navis IT Park, Sector -142, Noida
9.	Tender will be opened at	BHEL – TBG office at above address
10.	Date of price bid opening/RA	The Date/ Time of Price Bid Opening/Reverse Auction will be intimated to the Techno-Commercial Qualified Tenderer separately in due course of time.
11.	Total EMD amount	Rs. 1,32,153/- In favor of BHEL, Payable at New Delhi.
12.	Minimum Validity of tender offer	120 days from the due date of submission of tenders

BHEL will not be responsible for any delay in receipt of tender(s), sent by post / courier. 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 to keep themselves updated. Any clarification regarding NIT, if required, should be sought from the undersigned before the tender due date.

Thanking you,

For & on behalf of
 Bharat Heavy Electricals Ltd.

(Mukesh Paswan)
 AGM (TBGM)
 E-mail: paswan@bhel.in
 Phone no. 0120 – 674 8454
 Mobile No.: 9560989092

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SECTION-I**1. GENERAL CONDITIONS OF TENDER:**

- 1.1. Sealed quotations are invited from reputed agencies / service providers for providing service points for sites under BHEL-TBG Eastern sector & sector office for the period of one year on job contract basis.
- 1.2. Tenders shall be strictly in accordance with the tender specifications.
- 1.3. Should a tenderer find discrepancies or omissions in the tender documents or should there any doubt as to their meaning, he should at once address the authority inviting the tender, for clarification well before the due date, so as to submit his tender in time.
- 1.4. Conditional & late tenders, tenders which are incomplete or otherwise considered defective, tenders not in accordance with the tender terms & conditions herein contained and the tenders not in original are liable to be rejected.
- 1.5. Tenders shall be received and opened on the due date and time in the presence of tenderers or their authorized representatives who may like to be present.
- 1.6. Offers shall remain valid for **120 days** period from the due date of submission of tenders.
- 1.7. 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.
- 1.8. Tenders received after due date & time are liable to be rejected.
- 1.9. Tender should be submitted along with covering letter of the tenderer and duly signed on each & every page of the tender document, scope of services and price bid etc.
- 1.10. All entries in the tender documents should be in one ink. All cancellations and insertions should be duly attested by the tenderers concerned. 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.
- 1.11. 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.
- 1.12. All documents submitted by the Tenderer in his tender shall be accompanied with a covering letter giving index interlinking all the documents.
- 1.13. After/during the scrutiny of technical bids, bidder may be required to attend a meeting for clarifications if any.
- 1.14. The tender schedule and the tender shall be deemed to form an integral part of the contract to be entered into for this work.
- 1.15. Correction of arithmetic errors : Provided that bid is substantially responsive, BHEL shall correct arithmetical errors on the following basis:
 - a. If there is a discrepancy between words and figures, the amount mentioned in words shall prevail, unless the amount mentioned in words is related to an arithmetic error.
 - b. If any bidder does not accept the correction of errors, their bids will be disqualified.
- 1.16. **Earnest Money Deposit (EMD):** EMD is to be paid by tenderers for securing fulfilment of any obligations in terms of the NIT (Pre-qualification bid / PART-I). Each tenderer, participating in the tender for providing subject services, has to deposit EMD of **Rs. 1,32,153/-** in the following forms:

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

NAME OF THE COMPANY	BHARAT HEAVY ELECTRICALS LTD
ADDRESS OF THE COMPANY	TRANSMISSION BUSINESS GROUP, 5TH FLOOR, TOWER A ADVANT NAVIS IT BUSINESS PARK, PLOT NO. 7, SECTOR-142, EXPRESSWAY NOIDA, NOIDA – 201305 (U.P.)
NAME OF BANK	HDFC BANK
NAME OF BANK BRANCH	ARERA COLONY, BHOPAL
CITY	BHOPAL
ACCOUNT NUMBER	00620320000021
ACCOUNT TYPE	CASH CREDIT
IFSC CODE	HDFC0000062
MICR CODE	462240002

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

- i) After opening of tender and within the validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
- ii) The contractor fails to deposit the required security deposit or commence the work within the period as per LOI/contract.
- iii) 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 supplier/contractors" and forfeited / released based on the action as determined under these guidelines.

1.18. EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days from award of work.

1.19. EMD shall not carry any interest.

1.20. Each tender shall be accompanied by separate envelope carrying EMD as mentioned above (at S. No. 1.16), failing which the tender will be rejected. **EMD in any other forms/modes except the forms/modes mentioned above (at S.No. 1.16) will lead to the rejection of bid.**

1.21. **Security deposit:** 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 tenderer 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 favor of BHEL
- iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. {*Copy of proper prescribed format of BG will be provided by BHEL along with Work Order/LOI and it will be verified verbatim on receipt with original document. It is insisted upon the contractors that BGs to be submitted by them should be sent to the BHEL directly by the issuing bank under Registered post (A.D.)*}.
- 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 favor of BHEL)

- 1.22.** The security deposit shall not carry any interest. Security Deposit shall be released to the Contractor upon fulfilment of contractual/ statutory obligations as per terms of the contract or after 06 (six) months from the date of completion of the work/services whichever is later.
- 1.23.** EMD of successful tenderer can be converted into security deposit if desired by the bidder and balance amount of security deposit will have to be deposited as per **S. No. 1.21.**

1.24. 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	
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.

- MSE vendors 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 Udyog Aadhar Memorandum or EM II certificate along with attested copy of a CA certificate (Format enclosed at Annexure -H 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.
- MSEs shall be exempted from payment of earnest money at the time of tender submission. However, there is no exemption of security deposit submission.
- However, credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers at the time of tender evaluation.

- 1.25.** Tenderers are requested to go through the scope of services, visit premises etc. and get fully acquainted with the scope of services and get their doubts clarified regarding the above jobs/services before submitting the offer.

- 1.26.** Tenderer shall be deemed to have visited the site and studied the details of job/services to be done in the desired manner and to have acquainted themselves of the conditions prevailing as on date in the respective premises.

1.27. Quantity variation

The quantities of service points mentioned in the tender are indicative only and individual quantity can vary up to any extent as per actual project requirement. The total contract price on account of quantity variation can vary from +/- 30% of the cumulative awarded value. Further, **there shall be no compensation for any reduction in the overall contract price.**

In case service points are required at sites other than those mentioned in the tender, the same shall be hired on existing terms & conditions. The basis rate/ wage shall be as per existing minimum wages applicable at site/ state.

Additional category if required can also be introduced during execution of the contract. In such case profit/ service charges applicable as per contract shall be paid to the tenderer.

- 1.28.** Tenderer must note that any false information / data or any suppression of facts 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.

- 1.29. The Contractor will be abiding 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.
- 1.30. 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.
- 1.31. The successful tenderer will be responsible for the quality of the job and will immediately rectify the deficiency pointed out in the job performed.
- 1.32. "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 tender process and execution of the contract. BHEL will during the tender process treat all bidders 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.

1.33 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.

1.34 No bidder shall be permitted to tender for work in BHEL in which any of their near relatives is an employee connected with the award and execution of the contract. They shall also intimate the name of persons who are working with them in any capacity or subsequently employed by them and who are near relatives of any employee of the BHEL. Any violation of this condition which comes to the notice of BHEL after the contract is awarded will entitle the BHEL to treat the contractors as having committed a breach of contract and to exercise all the rights and remedies available to the BHEL on account thereof.

1.35 **Risk & Cost:** This clause, in line with other conditions of contract will be invoked in any of the following cases. In any of the following cases, contractor will pay the complete /excess cost to be incurred for the completion of the contract.

1.35.1 Contractor /supplier's poor progress of the work vis-à-vis execution timeline as stipulated in the contract, backlog attributable to contractor /supplier including executed portion of work/supply does not appear to be executable within balance available period (#) considering its performance of execution.

1.35.2 Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.

1.35.3 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.

1.35.4 Termination of contract on account of any of the reasons(s) attributable to contractor /supplier.

1.35.5 Assignment, transfer, subletting of contract without BHEL's written permission resulting in termination of contract or part thereof by BHEL.

1.35.6 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.

1.36 SUBLETTING: The contractor shall not sublet, transfer or assign the contract or any part thereof to any other person/company/organization without BHEL's written permission.

1.37 Termination of contract on death: Without any prejudice to any of the rights or remedies under this contract, if the contractor dies, the accepting officer shall have the option of terminating this contract without compensation to the contractor's authorized survivors.

1.38 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.

1.39 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 in to the proceeding sub-paragraph provided however, that no such recovery shall be enforced after three years of passing of final bill.

1.40 Secrecy of confidential information: The contractor undertakes and agrees that he /it will not disclose or reveal in part or full the proprietary / confidential information, which terms shall mean and include patents, trademarks , service marks , registered designs, copyright, design rights, know-how, confidential information , trade and business names and any other similar protected information of BHEL received during negotiation or currency of the contract to any third party or governmental authorities without written permission from BHEL.

1.41 Tender evaluation: Tender evaluation shall be carried out on the basis of technical specifications and commercial terms & conditions specified in the tender documents and changes thereof, if any, shall be communicated to all the bidders before price bid opening.

SECTION-II

2.00 SPECIAL TERMS & CONDITIONS OF TENDER:

- 2.01 Efficiency, promptness, good behavior and politeness of the workforce are the essence of the contract. The service provider is required to supervise the operations and his manager or supervisor shall personally supervise operations for smooth conduct.
- 2.02 The workforce deployed by the contractor shall be hail and healthy and should not be suffering from any communicable diseases. The contractor shall get his employees medically examine on regular interval.
- 2.03 Additional, mandatory insurance cover for all the workforce of the contractor for a sum insured of **Rs. 3.30 Lakhs** for each workforce of the contractor deployed in BHEL premises. **The contractor has to assess the premium of insurance cover for the contract period. Bidders should include the impact of cost of insurance cover in their quote itself.**
- 2.04 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 with valid identity card with lanyards issued by the contractor.
- 2.05 The Contractor shall perform the work assignments to the best satisfaction of the Company. In case of continued unsatisfactory performance over a period of time by the Contractor, the Company shall intimate the same in writing to the Contractor; however, if the performance of the contractor does not improve even thereafter, then, the Company shall have the right to terminate the contract at the Contractor's risk and cost, by giving one month's notice. In addition, the Company shall also have the right to forfeit in full, the Security Deposit deposited by the Contractor.
- 2.06 The successful contractor will accept full and exclusive liability for the monthly consolidated wages, PF, ESI, Bonus, Insurance, and 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.
- 2.07 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.
- 2.08 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.
- 2.09 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 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 or full as the case may be.
- 2.10 In case of any dispute, the decision taken by BHEL 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 Rs. 100/- duly notarized.
- 2.11 **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.

- 2.12 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 Executive Director 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.
- 2.13 The contractor shall duly comply with all acts , laws, or other statutory rules, regulations, by-laws applicable or which might be applicable to the respective states/UTs with regard to performance of work assignments included herein or concerning this agreement but not limited to **Minimum Wages Act-1948, Contract Labor (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 or form any violation of such acts, laws or regulations etc. by him or his employees.
- 2.14 In case while on duty and during the course of engagement in work premises of the Company under agreement, if any of the contractor's workforce meets 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 other statutory liabilities like ESI, insurance etc.
- 2.15 The contractor shall be responsible for proper maintenance of all registers, records and accounts so far as it relates to compliance of statutory provisions/obligations.
- 2.16 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 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 cost 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.
- 2.17 The contractor shall comply with all norms stipulated by BHEL such as Gate Passes, Checking, Maintenance of Cleanliness, and Discipline & Decency at and around the work site etc.
- 2.18 No excuses for hindrance viz. jungle, extreme weather condition, non-availability of labor etc. will be entertained for not completing the work.
- 2.19 All necessary precautions for safety of the man/ machine, fire hazard & environmental aspects shall have to be taken by the Tenderer for the activities performed by his workforce.
- 2.20 The Contractor shall indemnify and compensate the Company, if the Company as Principal Employer under the Contract Labor (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.
- 2.21 **NATURE OF SERVICES:** The contractor shall perform all the services mentioned in the Scope of Services as detailed in **Annexure-F**, on day to day basis. The contractor has to enforce the shift duty & working timing in such a manner that job/services shall be completed efficiently & timely as per requirements of BHEL.
- 2.22 Successful contractor has to deploy the minimum workforce (approx. 20 service points) under the contract at any given day. Contractor has to meet the shortages of leave/absenteeism through leave reserve / buffer workforce. Any deficiencies under the services to be provided to BHEL, monthly payment against job/services, get deducted to the tune of shortages on account of absenteeism after providing buffer workforce.

- 2.23 The attendance record shall be maintained by contractor's supervisor.
- 2.24 Due supervision of jobs/services at the work premises shall be ensured by the contractor. The major responsibility of the works Supervisor of the contractor would be as under:
- (i) Obtaining instructions from the concerned BHEL Official(s) for carrying out the work.
 - (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.
- 2.25 The Contractor shall visit the work premise of the Company covered under this Agreement once in a month during the working hours and meet the company 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.
- 2.26 The contractor shall be responsible for any damage / loss to the work premises/or the properties of the company caused due to 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 BHEL for fact finding shall be final and binding on the contractor.
- 2.27 The contractor shall handover a copy of all legal and statutory documents and records to BHEL for fulfilling any future requirement with statutory authority.
- 2.28 The 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 requirement of local Municipalities/Govt. or any other law regulating bodies.
- 2.29 Successful contractor shall have to execute "Contract Agreement" on a non-judicial stamp paper of Rs. 100/- at Noida.
- 2.30 **Labour Licence:** The successful bidder shall have to obtain labor license from appropriate Government by taking up the job on contractual basis under Contract Labor (Regulation and Abolition) Act-1970 and submit the copy of license to BHEL within 15 days from the date of placement of work order. No contractor to whom Contract Labor (Regulation and Abolition) Act-1970 applies shall supply or engage contract labors in the establishment or undertake or execute the work through contract labor except under and in accordance with a license issued by a licensing officer.
- 2.31 **Identity:** The Contractor shall ensure that the workforce/supervisors engaged by him must wear & display ID-cards prominently on their uniform during their duty period (as the same duly endorsed by the Company). 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.
- 2.32 **Character Verification and Antecedence:** The contractor should get the character / antecedence of each and every workforce deployed by them at the work premises, verified by the Police Authorities before engaging and deploying them in BHEL 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.
- 2.33 **Provident Fund:** The successful bidder shall strictly comply with the provision of Employees' Provident Fund and Misc. Provisions Act-1952. The contractor shall deposit Employees and Employer Contributions in the designated account with the designated authority for each wage month. The contractor shall furnish 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) along with each running bill. 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 should ensure/check that if your new joining employee was earlier working & issued with any UAN Card/Number, if so, insert his details (old) in your portal otherwise register your new employees/workforce immediately.
- 2.34 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.
- 2.35 **Insurance:** Without limiting any of his other obligations or liabilities, the Contractor shall, at his own expense, take and keep comprehensive insurance including third party risk for the plant, machinery, materials, etc. brought to the site and for all the work during the execution.
- 2.36 **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 shall deposit Employees and Employer contribution in the designated account with the designated authority for each wage month. The contractor shall furnish the challan/receipt of the payment towards ESI for the preceding months (with detailed calculation sheet of all the work force deployed at BHEL sites/ premises which will be used for tallying / verification that proper ESI deposit has been made) along with each running bill. All eligible workforce must process “ESIC SMART PEHCHAN CARD” so that they can avail medical and other intended benefits of ESIC. The contractor should ensure / check that if your new joining employee was earlier working and issued with any ESI card/number , if so, insert his IP details (old) in your portal otherwise register your new workforce / employee immediately. The wage ceiling prescribed for coverage of an employee under ESI is Rs. 21,000/- per month w.e.f. 01.01.17, however, there is no wage ceiling for coverage of an employee with ‘disability’.
- 2.37 The Contractor shall immediately at the time of employment/deployment of any workforce, inform the workforce of his rights (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 workforce.
- 2.38 **Leave / Holidays / Working Days:** Every workforce shall be allowed at least one day of rest/weekly-off for every six continuous working days. The workforce deployed by the Contractor shall be required to work normally on all working days of concerned establishment, during 09:00 Hrs. to 17:30 Hrs. with a lunch break of half-an-hour. No deduction shall be made from the wages of any workforce on account of “**weekly-off**” or “**close day**” or “**National Holidays**” or “**BHEL’ Holidays**” observed in the concerned establishment. 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 with pay after one year i.e. 5 days’ privilege leave with pay after every four months of continuous employment; (ii) 12 casual/sick leave with pay after one year i.e. one casual/sick leave with pay, 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 leaves (out of above mentioned 27 days) to his workforce on calendar year basis. Any leave availed in excess of limits specified above shall be without pay. Leave paid salary is to be disbursed monthly.
- 2.39 **Wages:** The Contractor shall make the disbursement of wages to all the workforce in a mode other than in cash (**primarily by electronic mode**) and inform BHEL electronically the amounts so paid by such mode. 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. 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 labor 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) shall be subjected to penalty or termination of contract.** All wages shall be paid in current coin or currency or in both. 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.
- 2.40 **Over time / extra services:** Contractor shall not render any extra services unless he receives specific written instructions in writing from BHEL (i.e. work order issuing authority only). In addition to normal duty hours, extra

services may be required on monthly basis. Moreover, when any workforce works for more than 48 hours in any week, he/she is entitled to wages on overtime rate i.e. double the ordinary rate of wages. It is provided therein that where a worker is required to work beyond the normal hours of work or on any date of rest, he shall be entitled to wages at the rate of twice the rate of his ordinary rate of wages in respect of overtime work or work done on a day of rest, as the case may be. The work hours may be increased up to 54 hours a week subject to condition that overtime work hours do not exceed 150 in a year.

- 2.41 **Bonus:** The contractor shall ensure payment of Bonus (@ 8.33% as per payment of Bonus Amendment Act 2015) is applicable for the wages up to Rs. 21,000/-. To be computed on Rs. 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 Payment of Bonus Amendment Act-2015. The Contractor has to disburse the payment of Bonus to their workforce along with monthly salary.
- 2.42 **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 Rs. 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 Rs. 20,000.00) per injury in addition to Rs. 5,000.00 as mentioned above. (v) In case of fatal accidents, a penalty of 1% of the contract value (maximum of Rs. 10,00,000.00) per fatality in addition to Rs. 5,000.00 as mentioned above.
- 2.43 **Safety, Health and Environment (SHE) MANAGEMENT:** In addition to the safety practices to be followed, the contractor shall establish document and maintain an effective Safety, Health and Environment management system.
- 2.44 The Company shall have no direct responsibility / liability in respect of the workforce engaged by the Contractor on Job Contract Basis under this Agreement.
- 2.45 The Company shall, in consideration of satisfactory completion of services as agreed upon the terms of the contract be entitled to the agreed amount.
- 2.46 **Payment Terms:**
 - 2.46.1 Bill (on monthly basis) complete in all respect along with all the requisite documents submitted by the Contractor to BHEL will be paid within 15 days of its receipt. The contractor shall not be entitled to any interest with respect to any money which may be due to him from BHEL.
 - 2.46.2 **Submission of bills by Contractor:** The payment under the job contract shall be made on monthly basis, only after the performance of the Contractor is found to be satisfactory by BHEL 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 the necessary documents electronically to BHEL on monthly basis.
 - i) The contractor shall submit the GST compliant invoice to the concerned BHEL Unit/site 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 Sheet {as per Contract Labor (Regulation & Abolition) Act, 1970} 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.), Muster Roll/Attendance Sheet and any other documents sought by BHEL or other statutory authorities which will be for the purpose of ensuring that Contractor has complied with the all the statutory requirements. Monthly Payment to the Contractor shall be made as per the rate at which the work is awarded which shall be inclusive of PF, ESI, Service charges etc. Contractor also have to give undertaking after each month that not only wages have been disbursed to its workforce but also they have paid their contribution under ESI scheme and EPF Scheme (with the proof of deposit). 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 during the month to provide the services. 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. and the documentary proof of the same has to be provided along with monthly bill(s).

- ii) The contractor shall not be justified in abandoning the contract because BHEL has delayed making payment(s) in respect of service provided to BHEL.
- iii) The Payment shall be made on monthly basis after the work has been certified by dealing site engineer(s)/Site In charge of BHEL.

2.47 **TAXES & DUTIES:**

- 1.1 All taxes (except GST), duties , charges , royalties, cess and any other levies by Central/ State/local authorities for the execution of the contract shall be borne by the contractor and shall not be payable extra . Any increase of the same at any stage during execution of the contract shall be borne by the contractor. Quoted price of the same shall be inclusive of all such requirements.
- 1.2 Contractors have to make their own arrangement at their cost for completing the formalities, if required with relevant taxation authorities, for bringing their material, plant and machinery at site for the execution of the contract. Road permits / way bill, if required shall be arranged by the contractor.
- 1.3 The Contractor is responsible to furnish documentary evidence towards GST Registration of the State wherein the site is located or any other documents as per GST Act which may be required from time to time. BHEL will not be held to be responsible for any non-compliance of the Contractor in respect of GST laws as framed from time to time.
- 1.4 Goods and Service Tax (GST) will be reimbursed to the Contractor subject to the following conditions:
 -
 - (i) Submission of valid GST Compliant Tax Invoice as per the GST Invoice Rules.
 - (ii) The Invoice raised by the Contractor should indicate the BHEL GST Registration Number.)
- 1.5 The GST amount shall get reflected within prescribed time limit in the GSTN for BHEL to avail the input credit. If the GST Credit is reversed/ denied/ delayed to BHEL due to non-receipt/delayed receipt of Services and/or tax invoice or due to expiry of timeline prescribed in GST law or due to any other factor for availing such Input Tax Credit (ITC) or for any other reason arising out of the act directly attributable to the Contractor, GST amount shall be recoverable from Contractor from any dues payable to the Contractor along with any interest levied/ leviable on BHEL.
- 1.6 Statutory variation, if any, on account of GST will be payable by BHEL at actuals on submission of documentary evidence.
- 1.7 TDS under Income Tax Act/ GST Act shall be deducted as per applicable rates unless Exemption certificate, if applicable, from the appropriate Authority is furnished to BHEL along with the Invoice.
- 1.8 **New Taxes & duties (Introduced after tender opening date):**

If any new tax or duty is levied by the Central/State Government/Municipality/Local Authority and becomes directly applicable on items specified in the Bill of Quantities, full reimbursement shall be made subject to submission of documentation as per statute.

2.48 **PENALTY CLAUSES :**

- 2.48.1 Misconduct / misbehaviour by the workforce** – The contractor shall ensure that the workforce deployed by him under the contract should not commit any misconduct / misbehaviour/offences (use of abusive language , chewing of tobacco, smoking / drinking (alcoholic beverages) while on duty , eve-teasing, physical assault of any kind etc.) in BHEL premises. In case of any misconduct / misbehaviour reported, contractor shall take suitable action including replacement of such workforce within 02 working days. However, depending on the severity of the offence, BHEL may also take appropriate legal action against such workforce of the contractor.
- 2.48.2** The contractor shall be fully responsible for any damage caused to the property of BHEL by the workforce deployed under the contract at BHEL premises and BHEL will deduct suitable amount from the payments due to the contractor or recover for any such damages from the security deposit.
- 2.48.3 Non-satisfactory performances of workforce / deficient services:** 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 24 hours of its reporting. If same is not rectified at any point of service within 02 working days, then contractor will be liable for a penalty of Rs. 1000/- per case/activity/service and same shall be recovered by BHEL from the payments due to the contractor or from security deposit. If such deficiency continues more than 10 days, then BHEL may terminate the contract without any further notice. In such event, the security deposit of the contractor shall be liable to be forfeited. Further, in case, 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 payments due to the contractor or from security deposit.
- 2.48.4 Delay in disbursement of monthly wages :** Contractor shall not cause any delay in the disbursement of monthly wages to the concerned workforce (i.e. **wages of every person employed shall be paid before the expiry of seventh day (7th) day after the last day of the wage period in the respect of which the wages are payable.**) . In case any delay in the disbursement of monthly wages to concerned workforce deployed at BHEL premises/sites caused by the contractor, the contractor shall be liable for penalty “**@ 1% of total monthly billing amount of the concerned month for each delayed day**”and same shall be recovered by BHEL from payments due to the contractor or from security deposit. 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. Recurrence of such delays may result in to termination of contract.
- 2.48.5 Non-compliance of statutory obligations:** In case of non-compliance of any statutory / contractual obligations (as stated in this tender document) by the contractor during the execution of contract, may result into termination of contract. In addition to the above, the contractor shall also be liable for the penalties provided under the respective statute.
- 2.48.6 All amounts including the losses/damages/penalties compensations etc.** resulting from non-compliance with terms of contract , payable by the contractor to BHEL under the terms of contract will be recovered from the outstanding payments to contractor either under this contract or any other contracts 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.

- 2.49 **Statutory Obligations/Compliances/Requirements:** All statutory requirements under 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, The Employees State Insurance Act-1948, Workmen Compensation Act-1923, 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, Income Tax Act, GST Act-2017 and any other law, or modifications to the above or to the rules made there under from time to time shall be complied with by the Contractor. Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities. 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.

SECTION-III

3. QUALIFYING CRITERIA FOR THE TENDERERS (PQR):

3.1 Vendors should have a minimum average annual turnover of **Rs. 19.82 Lakhs** for last three fin. Years (i.e. 2015-16, 2016-17 & 2017-18 OR 2016-17, 2017-18 & 2018-19) and should submit audited balance sheet and Profit & Loss Account Sheet of these years. In case audited balance sheet is not available due to turnover being less than statutory requirement of audit, bidder should furnish self-certified copies of Balance Sheet, Profit & Loss account along with income tax returns of these years along with form 26 AS of these years.

Vendor should have successfully executed similar job (ref NOTE-1) during **last seven years ending 30.11.2019**. Vendor should produce certification/proof in support of execution of similar package from user/end user and should be either of the following:

(i) Similar work costing not less than Rs. 26.43 Lakhs per annum either through annual rate contract (s)/ similar job (s) for three years.

OR

(ii) Similar work costing not less than Rs. 33.03 Lakhs per annum either through annual rate contract (s)/ similar job (s) for two years.

OR

(iii) Similar work costing not less than Rs. 52.86 Lakhs per annum either through annual rate contract (s) / similar job (s) for one year.

C. Vendor should have earned profit in at least one year during last three financial years.

NOTE:

- 1. Similar job shall be related/refer to "Job / services of providing secretarial Services such as Housekeeping, attendant/ messenger services, upkeep & maintenance services, cook, computer operator etc. at office premises/ guest houses/ residential townships/ hotels/ hospitals/ commercial institutional complex like metro stations/ airports/ factories etc. with any Central Govt./State Govt./PSUs/ Public Limited Company/ Private Limited Company"**

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

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

- Failure to fulfil all the above requisite conditions shall make the tender offer to be summarily rejected.

SECTION-IV

4. DOCUMENTS REQUIRED :

- 4.1 The tenderers should submit documents in support of processing qualifying requirements as under, duly certified and stamped by their authorized signatory.
- 4.2 To calculate the "Average Annual Financial Turnover" of the bidder should submit Audited copy of balance sheet, profit & loss account statement and Copy of acknowledgement of IT return of last three financial years, ending on 31st march'2019 as supporting documents against PQR. In case of unavailability of audited copy of balance sheet and profit & loss account statements for any of the last 03 financial years (i.e. FY 2015-16, 2016-17 & 2017-18 OR 2016-17, 2017-18 & 2018-19), CA certificate shall be furnished for the same.
- 4.3 Copies of work order / award letters/agreements along with certificate of successful completion of similar job/services executed by the bidders during last 7 (seven) years ending on 30.11.2019 as supporting documents against PQR. Value of the successfully completed works (business volume) against the respective work orders, should be clearly mentioned in the completion certificate. **The certificates of successful completion shall also contain the details /reference work order, nature of work done or services provided, duration of the contract, quantum of business done and its satisfactory completion.**
- 4.4 Tenderer has to submit a copy of PAN, ESI registration no. , GSTIN and PF registration number as supporting documents.
- 4.5 Tenderer has to submit no deviation certificate duly signed in the format mentioned in **Annexure 'A'**.
- 4.6 The bidder must submit declaration (**Annexure-B**) that no case is pending with the Police/court/regulatory authorities against the proprietor /firm/partner. As well as the bidder has not been suspended / delisted/blacklisted by any other govt. ministry/department/public sector undertaking/ autonomous body/ financial institution.
- 4.7 Tender has to be submitted with contact address and e-mail ID etc. duly filled and signed as placed at **Annexure -C**
- 4.8 Bidder must submit the financial details in the enclosed format (**Annexure-E**).
- 4.9 Bidder must submit, signed and sealed **Annexure- F & G.**
- 4.10 Unpriced bid format (**Annexure -H**) duly signed by tenderer shall be submitted along with technical bid by mentioning "Q" in the column where quote is to be offered by the party.
- 4.11 MSE suppliers /bidders can avail the intended benefits, only if they submit required documents as mentioned in sl. no. 1.24(a), along with the offer.
- 4.12 The bidder shall submit the bank details along with a cancelled cheque for NEFT/RTGS.

SECTION-V

5.00 PROCEDURE FOR SUBMISSION OF TENDER:

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 & time as mentioned in the tender enquiry.

- Envelope of **Part-1 “Techno-commercial Bid”** shall contain documents required in **S. No. 3.00 and 4.00 above**;
- **Part-2 “Price Bid”** shall contain **Price-Bid format (Annexure-I)** only.
- **A third sealed cover/envelope** shall contain required amount of EMD in the form of **Banker’s cheque/ Pay order/ Demand draft /FDR** 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.

Tenders submitted without EMD or EMD in any other forms except the forms as mentioned in S.No. 1.16 are liable to be rejected. If the Part-2 “Price Bid” (Annexure-I) 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 will be checked immediately and their Techno commercial bid shall be opened only, if the NSIC Certificate/ Udyog Aadhaar certificate / online payment receipt is valid.

5.02 Envelope No. 3 containing EMD will be opened first and after due verification of EMD (as per S.No. 1.16), 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 will finalize successful tenderer by **opening of sealed price bid**. Date of opening of sealed Price Bid will be intimated separately to the Tenderers who qualify in the Techno-Commercial bid.

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

5.04 The Tenderer should accept all terms & conditions of the tender. In case the Tenderer 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 Tenderer accepts all terms & conditions of the tender.

5.05 **Tenders/Offer submitted by the bidder(s) with deviations from any terms & conditions mentioned in this tender document are likely to be rejected. BHEL decision in this regard should be final & binding on the bidder.**

No Deviation Certificate

(To be submitted in company letter head 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:

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

Signature

With name, Designation & seal of the firm

DECLARATION CERTIFICATE

(To be submitted in company letter head along with Part-1 Bid)

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

BIDDERS PROFILE/DETAIL

*Photograph of
tenderer /
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.	
8	PAN() Enclosed
9	EPF Registration No.() Registered and Enclosed
10	ESI Registration No.() Registered and Enclosed
11	GST Registration No.() Registered and Enclosed
12	Udyog Aadhaar No.() Registered and Enclosed
13	Name of Tenderer/ Contact Person	
14	Phone No. of Tenderer / Contact Person	

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

Sl. No.	Description of requirement	Yes / No/ NA	Page No.
1	EMD 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 2015-16, 2016-17 & 2017-18 OR 2016-17, 2017-18 & 2018-19 duly certified by CA.		
3	Acknowledgement of I-T return of last three Financial Years i.e. FY 2015-16, 2016-17 & 2017-18 OR 2016-17, 2017-18 & 2018-19		
4	Details of work experience, satisfactory work performance certificates including work orders		
5	Copy of the PAN card.		
6	Copy of GST registration certificate (GSTIN)		
7	No Deviation Certificate <u>(Annexure-A)</u>		
8	Declaration Certificate <u>(Annexure-B)</u>		
9	Bidders Profile/Detail <u>(Annexure-C)</u>		
10	Financial Details of the Bidder along with Work Experience Details <u>(Annexure-E)</u>		
11	Bidder must submit signed and stamped <u>Annexure-F</u>		
12	Certificate by Chartered Accountant on letter head (only for those who are submitting EM-II Certificate) <u>(Annexure-G)</u>		
13	PART ‘I’ – UN-PRICE BID <u>(Annexure-H)</u>		
14	PART ‘II’ – PRICE BID <u>(Annexure-I)</u>		
15	All the pages of tender document signed & stamped.		
16	The bidder shall submit the Bank details along with a cancelled cheque for NEFT/RTGS.		

ANNEXURE-E
FINANCIAL DETAIL OF THE BIDDER

ANNUAL TURNOVER IN LAKHS/Rs.	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19

SUMMARY OF THE WORK EXPERIENCE DETAILS OF THE BIDDER

Self-attested copy of work experience certificate/certificates along with work order 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.	Name of work	Experience certificate for the period (from and to)	Executed contract value of work (Rs/lakhs)	Details of client with address, e-mail & telephone no.

If the space provided is insufficient, separate sheet may be attached.

EMD details

Name of bank & branch	DD/PO/FDR no.	Date	Amount (Rs.)
Or online payment receipt no.			

EMD will be waived off for MSEs vendors upon verification.

ANNEXURE – F
SCOPE OF WORK: SERVICE POINTS FOR SUPPORTING WORK AT VARIOUS SITES OF BHEL TBG WESTERN SECTOR AND SECTOR HQ, VADODARA

Present running site for which manpower is required- Medinipur, Jeerat, Ptratu, Barauni sites & TBES Sector office, Kolkata etc.

Description of Job:
i) Cooking and allied work for occupants of Guest House

Sl. No.	Responsibilities	Avg. Work Load in a day
1.	Running of kitchen	For average 5 person daily
2.	Assistance in purchasing kirana, vegetables etc.	10 days in a month
3.	Preparation of Morning tea	For average 5 person daily
4.	Preparation of Lunch & Dinner for guests.	For average 5 person daily
5.	Upkeep of Guest house	For average 3-4 rooms daily
6.	Receiving of Dak/courier	Average 1 to 2 daily
7.	Any other work assigned time to time	As per actual requirement

ii) Office related assistance

Sl. No.	Responsibilities	Avg. Work Load in a day
1.	Housekeeping and upkeep of Office	Daily
2.	Serving refreshment to customer and staff	20 to 25 daily
3.	Bringing and serving Lunch to BHEL Staff	3 to 5 persons
4.	Distribute Dak to customer /Contractors in their respective offices.	6 to 10 daily
5.	Up keeping of documents, drawings & other records etc.	20 to 30 no. daily
10	Photo copying of documents at photo state centers/ Site office	Daily
11	Carrying out any other task that may come up any time	Daily as per requirement

iii) Computer related assistance

Sl. No.	Responsibilities	Avg. Work Load in a day
1.	Creating , maintaining and updating all records in MS office	Daily
2.	Assisting BHEL officials in checking of bills etc	Daily
7.	Mail and assisting site in-charge and staff in their works	Daily
9.	Co-coordinating with headquarters for IT related tasks/services at site	Daily

iv) Security related

Sl. No.	Responsibilities	Avg. Work Load in a day(in shift of 8 hours per day)
1.	Guarding BHEL supplied machine and material	8 Hours
2.	Checking entry of stray animals in BHEL occupied area at site	8 Hours
3.	Keeping vigil on activities going at site and report to BHEL site in charge any untoward incident	8 Hours

In addition to above mentioned tasks, any other task deemed fit for service point may be assigned by BHEL official.

ANNEXURE - G

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

BOQ Cum Price Schedule
Annexure-H – UN –PRICE BID

Name of work:- PROVIDING SERVICE POINTS FOR SITES UNDER BHEL TBG- EASTERN SECTOR AND SECTOR OFFICE

Category	No .of contract Staff	Average monthly Gross Salary * as per Minimum wages circular of W.B. Govt. (Rs.)	Total Amount (Rs.)
Highly Skilled	09	17,772.33	159951.00
Skilled	05	16,010.00	80050.00
Semi –Skilled	10	13,505.90	135059.00
Unskilled	10	10,808.70	108087.00
Total Monthly Gross Salary			4,83,147.00
Company Contribution (@12% to PF @3.75% to ESIC on Gross Salary)			67,490.00
Total Expenditure in Salary per year as per current state notified minimum wages (Rs.)			66,07,644.00
Agency Service Charges/Profit Margin over the Total Price			Q (in %)
GST extra@			18% (may vary as per prevailing rate)
Net payable to contractor			(Wage paid+ Agency service charge)+GST

*Average monthly gross salary includes BHEL additional pay, special pay based on experience & performance based allowances also.

Notes:-

- 1) The above mentioned monthly wages of each category of workforce of respective site is inclusive of all statutory requirements (i.e. PF, EPF ESI, Bonus etc.) as per Government notifications. Contractor has to pay the minimum wages as mentioned above for respective sites for each category of workforce. The payment shall be released by BHEL to the contractor only after producing the payment details to BHEL.
- 2) Agency Service Charges to be quoted by the bidders in percentage and it shall be applicable uniformly over the rates as mentioned above.
- 3) The bidder's evaluation shall be done on Quoted % i.e. Q (As mentioned above against "Agency Service Charge/ Profit Margin "**The Quoted Percentage shall be up to Two decimal places.**
- 4) Conditional price bid or price bid with any deviation/clarification etc. are liable to be rejected. No cutting/erasing/overwriting shall be done.
- 5) Bids Lower than the minimum statutory amount i.e. minimum wages, PF, ESI etc. shall be rejected.
- 6) If the percentage "Q" quoted by the bidders (L1) are same/Tie, then the total volume of work shall be splitted equally among the parties.

Reverse Auction:-

BHEL reserves the right to go for **Reverse Auction (RA)** instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after evaluation of part 1 bids. All bidders to give their acceptance 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.

In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'online sealed bid' in the Reverse Auction. Non-submission of 'online sealed bid' by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.

BOQ Cum Price Schedule (ANNEXURE-I)

PART-II – PRICE BID

Name of work:- PROVIDING SERVICE POINTS FOR SITES UNDER BHEL TBG- EASTERN SECTOR AND SECTOR OFFICE

Category	No .of contract Staff	Average monthly Gross Salary * as per Minimum wages circular of W.B. Govt. (Rs.)	Total Amount (Rs.)
Highly Skilled	09	17,772.33	159951.00
Skilled	05	16,010.00	80050.00
Semi –Skilled	10	13,505.90	135059.00
Unskilled	10	10,808.70	108087.00
Total Monthly Gross Salary			4,83,147.00
Company Contribution (@12% to PF @3.75% to ESIC on Gross Salary)			67,490.00
Total Expenditure in Salary per year as per current state notified minimum wages (Rs.)			66,07,644.00
Agency Service Charges/Profit Margin over the Total Price			Q (in %)
GST extra@			18% (may vary as per prevailing rate)
Net payable to contractor			(Wage paid+ Agency service charge)+GST

*Average monthly gross salary includes BHEL additional pay, special pay based on experience & performance based allowances also.

Notes:-

- 1) The above mentioned monthly wages of each category of workforce of respective site is inclusive of all statutory requirements (i.e. PF, EPF ESI, Bonus etc.) as per Government notifications. Contractor has to pay the minimum wages as mentioned above for respective sites for each category of workforce. The payment shall be released by BHEL to the contractor only after producing the payment details to BHEL.
- 2) Agency Service Charges to be quoted by the bidders in percentage and it shall be applicable uniformly over the rates as mentioned above.
- 3) The bidder's evaluation shall be done on Quoted % i.e. Q (As mentioned above against "Agency Service Charge/ Profit Margin "**The Quoted Percentage shall be up to Two decimal places.**
- 4) Conditional price bid or price bid with any deviation/clarification etc. are liable to be rejected. No cutting/erasing/overwriting shall be done.
- 5) Bids Lower than the minimum statutory amount i.e. minimum wages, PF, ESI etc. shall be rejected.
- 6) If the percentage "Q" quoted by the bidders (L1) are same/Tie, then the total volume of work shall be splitted equally among the parties.