



PART 'A' – TECHNO- COMMERCIAL BID

A. INSTRUCTIONS FOR THE BIDDERS:

1. The offer shall be submitted as per the instructions of tender document. Only one set of tender document duly signed by authorized representative of tenderer and signed & stamped on each page shall be submitted as detailed further. Tenderer should note specifically that all pages of tender document, including the NIT page for this particular tender shall be submitted by them (after signing & stamping on each page) as a part of their offer. **Price shall not be mentioned by them anywhere in the techno-commercial portion of offer, except in the relevant price bid and submitted in separate sealed envelope. In case of any clarification, bidder may contact this office.**
2. Tender documents are also available on BHEL web site i.e. www.bhel.com and CPP Portal, the same can be downloaded and used as tender document for submitting the bid.
3. All documents submitted by the Tenderer in his tender shall be accompanied with a covering letter giving index interlinking all the documents.
4. No overwriting / correction in tender documents by tenderer shall be allowed. However, if correction is unavoidable, the same must be signed by authorized signatory.
5. **Tender must be submitted in two parts, i.e., (i) Techno-Commercial Bid along with un-price bid and (ii) Price Bid. The tenderer must submit their tenders in three separate sealed envelopes prominently super scribed as 'EMD Deposit', Part – A 'Techno- commercial bid' and Part-B 'Price Bid', and the NIT No. & due date on each of the envelope. These three separate envelopes shall together be kept in fourth envelop super scribed with name of Job/ services, NIT No. & due date of opening.**
6. Techno-commercial bid should contain all the documents in proof of Pre- qualifying criteria, signed tender document having NIT page, Instructions for tenderer, General conditions, Special Conditions, Contractor's Obligations, un-price bid, Scope of Job/ services all the Annexure duly filled & signed by the tenderer and the envelope containing EMD.
7. The tenderer shall submit the Bank details along with a cancelled cheque for NEFT/RTGS.
8. Price Bid should contain only the "Part-B, Price Bid Format" after quoting the rates as specified in the Price bid format.
9. Rate shall be lump sum and inclusive of all taxes but exclusive of Goods and Service tax (GST) which shall be quoted separately in same price bid format. Rates must be quoted in figures as well as in words.
10. On the date of opening of tender, only Techno-Commercial Bid shall be opened.
11. BHEL shall finalize successful tenderer by opening of sealed price. Date of opening of sealed Price Bid will be intimated by phone, by post or e-mail separately to the Tenderers who qualify in the Techno-Commercial bid.
12. BHEL reserves the right to accept or reject any or all offers without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).
13. In case any typing error/other clerical errors is noticed by the tenderer, 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 tenderer.
14. The Tenderer should accept all terms & conditions of the tender unconditionally. Tenders with deviations from terms and conditions are likely to be rejected.
15. **The bidders are advised to inspect & examine the Transit Flats in BHEL premises i.e. place of services and obtain all the necessary information related to the scope of Job/ services/ specifications, risk & contingencies involved before submitting their offers. Any queries regarding this tender may be clarified from Engineer (HR-TAX), on Telephone No. 0120- 3070956/ mobile No.-8800957694 or e-mail : omender@bhel.in**

Omender



NIT No: - 23:AA:NOI:ADMN.:TF:112:2017-18 Dated 19.09.2017

16. The tenderers or their representative may attend the opening of techno-commercial bid (Part-A) and the technically qualified tenderers or their representative may attend the opening of Price bid (Part B) if occurs instead of RA.

B. PREQUALIFYING CRITERIA:

- 1) The Earnest Money Deposit (EMD) of **Rs 4,79,875/-** only in the following forms in favour of BHEL, payable at New Delhi, must be submitted in a separate envelope: -
 - a) Cash deposit as permissible under the extant Income Tax Act (before tender opening)
 - b) Electronic Fund Transfer credited in BHEL account (before tender opening)
 - c) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer)
- 2) **Tender not accompanied with EMD will not be accepted except for MSE Suppliers who have submitted valid NSIC certificate along with tender's Techno-commercial Part I- Bid.**
- 3) The bidder should have **PAN No., GSTIN No., ESIC and EPF Registration No.**
- 4) The bidder's average annual financial turnover during the last three financial years ending 31st March' 16 should be at least **Rs 36.00 Lakhs.**
- 5) The experience of having successfully completed or running (having executed work of below said amount) similar Job/ services (*similar completed Job/ services shall mean contract for Housekeeping and Catering services in Offices/Guests Houses/ Transit Flats or Hotels etc. with any Central Govt./ State Govt./ PSUs/ Public Limited Company/ Private Limited Company/ Educational Institutions/ Universities*) during last 7 years ending on 31.08.2017 should be either of the following: -
 - a) The bidder should have executed the business volume not less than an amount equal to Rs 48.00 lakhs for 01-year contract period, each in three similar jobs/ services.
OR
 - b) The bidder should have executed the business volume not less than an amount equal to Rs 60.00 lakhs for 01-year contract period, each in two similar jobs/ services.
OR
 - c) The bidder should have executed the business volume not less than an amount equal to Rs 96.00 lakhs for 01-year contract period, each in one similar jobs/ services.

6) DOCUMENTS REQUIRED IN SUPPORT OF PRE-QUALIFYING REQUIREMENT:

- a) Complete tender document in all respects duly signed & stamped on each and every page by the authorized signatory of the bidder as a token of acceptance of all the terms and conditions of tender.
- b) Self-attested copies of Balance Sheet and Profits & Loss Account statements of last three financial years i.e. FY 2013-14, 2014-15 & 2015-16 (i.e. AY 2014-15, 2015-16 & 2016-17) duly verified by CA.
- c) Self-attested copies of acknowledgements of IT return of last three financial years i.e. FY 2013-14, 2014-15 & 2015-16 (i.e. AY 2014-15, 2015-16 & 2016-17).
- d) Self-attested copies of Work Orders/ Award letters along with certificates of completion in support of proof of experience for the works executed by the bidders during last 7 years ending on 31.08.2017. BHEL reserves the right to cross check the documents from the issuing department/ company.
- e) Copy of the **PAN No., GSTIN No., ESIC and EPF Registration No.**
- f) Bidder must submit the Un-Price bid in the enclosed format (Annexure-I).
- g) The Bidder must submit a declaration (enclosed at Annexure –II), 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.
- h) No deviation certificate as per Annexure – III (enclosed) must be signed and stamped.
- i) Bidder must submit the bidder's details in the enclosed format (Annexure-IV).
- j) Bidder must submit the Declaration of GST Benefits as per enclosed format (Annexure-V).

Signature of the bidder with Seal

Page No. 2 of 30

Amended



C. GENERAL TERMS & CONDITIONS: -

- 1) Tenders received late /in open condition/without EMD/ not meeting the tender Condition / incomplete in any respect are likely to be rejected.
- 2) The offer of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of the banned firms is available on BHEL web site **www.bhel.in**.
- 3) BHEL will not be responsible for the postal delay under any circumstances for non-receipt of Tenders by due date & time.
- 4) BHEL has the right to reject all or any of the tenders and accept any tender(s) irrespective of its / their being the lowest / highest.
- 5) If any information/ documents submitted by the tenderer are found false/fake at any stage, the tender will be cancelled and Earnest Money deposited (EMD) shall be forfeited.
- 6) The rate should be indicated both in words and figures. All entries in the Tenders must be written in ink or typewritten. Over-writing should be avoided. Corrections, if any, should be attested with signature by the bidder.
- 7) The Tenderers are required to quote for the complete scope of work. Tenders for part of the work or incomplete in any respect are liable to be rejected.
- 8) The amount quoted for the material cost will be firm for the contract period or the extended period, if any and no escalation due to increase in material cost will be accepted. However, amount quoted for labour cost will **vary depending on the following:**
 - a) Any changes in the monthly consolidated wages fixed by BHEL.
 - b) The periodic VDA increase, as and when notified by the Government.
 - c) Any changes in PF / ESI contribution of employer's portion due to changes in Labour Law or any changes in taxes.
- 9) **VALIDITY OF RATES:** Validity of rates will be 90 days from the date of opening of the techno commercial bid.
- 10) **EVALUATION CRITERIA:** The charges for the catering services are as quoted in Price Format and as per scope of Job/ Services mentioned in Annexure F-1. The Bidders will quote for Cost of consumable materials and Service items as per Annexure F-1 & for Labour cost as per Annexure F-2, as prescribed in the Price bid format. Evaluation of the tender will be done on overall quote basis inclusive of all, including GST. The criteria of evaluation of techno-commercial bids shall be on the basis of documents submitted by the tenderers. BHEL shall finalize successful tenderer by opening of sealed price bid. Date of opening of sealed Price Bid will be intimated, by post or e-mail separately to the tenderers who qualify in the Techno-Commercial bid. The decision of BHEL will be final in this regard. The evaluation of price bid will be on total cost to 'BHEL' (i.e. at **Sl. No. 21 i.e. 'E' of Price Bid**). Evaluation of Price Bid will be done on overall L-1 rate inclusive all including GST. In the event of more than one bidder having identical lowest amount at Sl. No. 21 of Price Bid 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 rates is arrived.
- 11) **CORRECTION OF ARITHMETIC ERRORS:** Provided that the bid is substantially responsive, BHEL shall correct arithmetical errors on the following basis:
 - a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the BHEL there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.
 - b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.

Amender



NIT No: - 23:AA:NOI:ADMN.:TF:112:2017-18 Dated 19.09.2017

- c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- d) If any bidder does not accept the correction of errors, their bids will be disqualified.
- 12) **CONTRACT PERIOD:** The contract period will be for **two years** from the date of award which can further be extended on the same rates, terms & conditions on the mutual agreement between the company and the contractor on satisfactory performance of the contract and will be decided later.
- 13) **SUBLETING:** The Contractor shall not sublet, transfer or assign the contract or any part thereof to any other person/company/organization.
- 14) **WATER & ELECTRICITY:** Water and electricity shall be supplied to the contractor by the department subject to the following conditions:-
- a) The contractor and his workforce engaged against this contract may utilize the Water & Electricity provided in the Transit Flats free of cost.
- b) BHEL does not guarantee to maintain uninterrupted supply of water/ electricity and it will be incumbent on the contractor to make alternative arrangement for proper supply of the same at his/ their own cost in the event of any break down in the government water/ electricity mains so that the services to be provided against this contract is not held up for the want of the same.
- 15) **STORES & MATERIALS:**
- a) The contractor shall be provided free of cost a place in Transit Flats for storing the materials related to housekeeping & catering services which will be utilized against this contract only. The contractor shall at all times keep the place tidy, clean and in sanitary condition to the entire satisfaction of the Engineer In-charge.
- b) All materials like housekeeping, kitchen related grocery & other items are to be stored by the contractor only in the place to be indicated by the Engineer Incharge. In case constraint of place, the decision of Engineer Incharge is final & binding on the contractor.
- c) The safety & security of the contractor's materials will be the responsibility of contractor himself. BHEL will not provide any compensation due to theft, damage or loss of contractor's materials.
- d) The stores provided to the contractor will not be utilized as the accommodation for the workers or for any other purpose than storing the materials related to housekeeping and catering services.
- 16) **TAXES AND DUTIES:**
- a) All payment will be subject to deduction of taxes at source as per Income Tax Act & Rules/ any other Act or rules.
- b) To enable BHEL to avail GST Input tax credit, contractor shall submit GST compliant Tax invoice containing all the particulars as stipulated under Invoice Rules of GST Law. Such invoice shall be submitted within prescribed time limit in the name of BHEL.
- c) GSTIN of BHEL will be provided to the contractor by BHEL along with work order.
- d) Any statutory changes as and when made applicable by the Government shall become applicable against documentary evidence.
- e) Payment to the contractor will be subjected to TDS as per rules in force from time to time. The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act & Rules/ any other Act or rules as applicable, as amended from time to time and a certificate to this effect shall be provided to the contractor by BHEL.
- f) Contractor shall issue GST compliant invoice in the name of BHEL.
- g) Payment shall be made to contractor only after submission of GST compliant Tax invoice as mentioned above and other relevant documents. However, to protect BHEL's interest for GST input tax credit, GST portion amount shall be withheld and the same shall be released only after confirmation from GST website/portal that such invoice has been declared in GSTR-1 return filed by contractor within the stipulated time for the relevant period and tax amount thereon has been paid by contractor to Govt. within the stipulated time period as per GST Law.

Amender



NIT No: - 23:AA:NOI:ADMN.:TF:112:2017-18 Dated 19.09.2017

- h) In case GST credit is delayed/denied to BHEL or subsequently recovered from BHEL due to delay in filing of GSTR-1 Return or delay in/nonpayment of tax to Govt. by contractor or for any other reasons not attributable to BHEL, in such case any financial implication on BHEL on account of delay/loss/recovery from BHEL of such GST Credit along with interest levied/leviable on BHEL till the time GST credit is available to BHEL, shall be recovered from the contractor's bill and/or adjusted against GST amount not paid as indicated under (g) above.
- i) Irrespective of refund of GST Credit and interest thereon to BHEL by GST portal upon subsequent declaration of such invoice by contractor in his GSTR-1 for any period after due date of such return and/or payment of GST thereon by contractor on GST portal, the notional interest for delayed period of GST credit (i.e. delay for the period when GST credit is actually allowed and the period when GST credit should have been allowed had contractor declared such invoice in his GSTR-1 and paid tax thereon in the relevant month as per GST law) shall be recovered from contractor.

17) PAYMENT TERMS:

- a) The contractor shall raise the bill on BHEL at the end of every month for material & services part as detailed in price bid for the respective month and for labour part on the basis of actual attendance of the workforce deployed by contractor.
- a) The contractor shall raise the bill on BHEL at the end of every month for the catering services (i.e. charges of lunch, dinner, breakfast, special lunch/ dinner & miscellaneous items to the official guests or for conferences at the rates quoted in part 'D' of Price Format).
- b) The contractor shall claim the charges for the catering services (i.e. charges of lunch, dinner & breakfast at the rates quoted in part 'D' of Price Format) provided to the guests other than official guests directly from the occupants.
- b) Bills raised by the Contractor shall be certified by the official in-charge of BHEL and the payments will be made within 15 days from the date of receipt of bill having no discrepancy.
- c) The contractor shall not be entitled to any interest with respect to any money which may be due to him from BHEL.
- d) The quoted rates will remain firm during the contract period except VDA and taxes as applicable by the Government against documentary evidence.
- e) **Contractor has to make the payment to their respective workforce latest by 7th day of every calendar month by way of direct transfer by NEFT/RTGS in the respective account of contract worker.** The contractor will also issue a salary slip to each of the workforce deployed against this contract. Contractor has to also ensure timely deposit of PF and ESI as per the provisions of the act. At the time of submitting the bill for payment by BHEL, the contractor has to submit the details of payment of wage & salary to their work force, attendance sheet, proof of payment or transfer in the accounts of its workforce, proof of deposit of PF, ESI and GST etc. which will be for the purpose of ensuring that contractor has complied with the statutory requirement.
- f) Payment shall be made to contractor within 15 days from the date of submission of GST complaint Tax invoice as mentioned above and other relevant documents. However, GST portion amount shall be withheld and the same shall be released only after confirmation from GST website/portal that such invoice has been declared in GSTR-1 return filed by contractor within the stipulated time for the relevant period and tax amount thereon has been paid by contractor to Govt. within the stipulated time period as per GST Law.

18) L.D. FOR BAD QUALITY OF SERVICES/ PENALTY CLAUSES:

- a) **INFERIOR QUALITY OF FOOD:** BHEL reserves the right to inspect the quality of cooked food every day prior to its distribution. In case BHEL finds the quality of food as unsatisfactory the contractor will be penalized a maximum of 10% of the actual payment of that day on pro-rata basis. If any complaint regarding the quality of food is received from the end-user, BHEL would inspect the same, in such cases, the decision of BHEL shall be fixed and binding.

Amender



NIT No: - 23:AA:NOI:ADMN.:TF:112:2017-18 Dated 19.09.2017

- b) **LACK OF HYGIENE:** In the event of any lapse in the standards of hygiene while cooking, distribution of food or any other canteen/ pantry services, the contractor would be penalized a maximum of 10% of that Day's cost on pro-rata basis. The standards of hygiene would include personal hygiene and cleanliness of staff, equipment, trolleys, plates/ thalis etc. and the standards would be judged by the BHEL officer-in-charge. The decision of BHEL shall be fixed and binding in such cases.
- c) **MISCONDUCT/ MISBEHAVIOUR OF THE WORKFORCE:** The contractor shall insure that the workforce deployed by him under the contract shouldn't commit any misconduct/ misbehaviour {(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 then the contractor shall take suitable action including replacement of such workforce within 02 working days. However, depending on the severity of the offence, BHEL may take legal action against such misconduct/ misbehaviour.
- d) 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 bills to him or recover the same from the security deposit.
- e) **NON-SATISFACTORY PERFORMANCE OF WORKFORCE/ DEFICIENT SERVICES:** The deficiency in the services pointed out by BHEL on the part of any of the workforce rectified at any point of services within 02 working days, then the contractor will be liable for a penalty of Rs 1000/- per case/ activity/ service and same shall be recovered by the BHEL from the monthly bills of the contractor. If such deficiency continues more than 10 days, then BHEL may terminate the contract without any further notice. In such an event the Security Deposit of the contractor shall be liable to be forfeited. Further in the event, BHEL has to arrange its services through alternate arrangement because of aforesaid deficiency in the services by the contractor, the expense incurred by BHEL for such arrangement shall be recovered from the Contractor's pending bills.
- f) **NON-COMPLIANCE TO UNIFORM:** If the workforce does not report on duty in proper uniforms as issued to them by the contractor or uniform worn by him is not in distinctive colour code and neat & clean conditions, then as a special case, security guard will permit such workforce to enter into work-premise 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 Rs 100 per day per workforce for non-wearing of uniform and Rs 50 per day per workforce for not carrying valid identity card with lanyards.
- g) Failure to provide services/ workforce by the tenderer as per requirement or Unwarranted/ Indiscipline of the labour of the tenderer at workplace shall attract adverse remarks which may be include in the Completion Certificate and/ or attract any legal/ administrative action on tenderer or Labour or tenderer or both as deemed fit.
- 19) No excuses like hindrance because of extreme weather conditions, non-availability of material etc. will be entertained for not providing services on time.
- 20) All necessary precautions with respect to safety and environmental aspects and their impacts shall have to be taken by the contractor for activities performed by his workers.
- 21) In case of any dispute, the decision taken by BHEL Management will be final and binding on the contractor.
- 22) No party 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 names 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 the 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.

Signature of the bidder with Seal

Mendur

Page No. 6 of 30



23) EARNEST MONEY DEPOSIT (EMD):

- a) The Earnest Money Deposit (EMD) of Rs 4,79,875/- only in the following forms in favour of BHEL, payable at New Delhi, must be submitted in a separate envelope: -
 - 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)
- b) Earnest Money is to be paid by each tenderer to ensure the tenderer does not refuse to execute the Job/ services after it is awarded to him.
- c) Tender not accompanied with EMD will not be accepted except for MSE Suppliers who have submitted valid NSIC certificate along with tender's Techno-commercial Part I- Bid.
- d) EMD of the tenderer will be forfeited if:
 - i. 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.
 - 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 suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.
- e) EMD given by all unsuccessful tenderer shall be refunded normally within 15 days of acceptance of award of work by the successful tenderer.
- f) EMD shall not carry any interest.
- g) EMD of successful tenderer will be retained as part of Security Deposit.

24) SECURITY DEPOSIT:

- a) 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. The security deposit should be collected before start of work by the contractor.
- b) Security deposit may be furnished in any one of the following forms:
 - i) Cash (as permissible under the 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 Saving 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)
(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)
 - vi) At least 50% of the Security Deposit, including the EMD, should be collected before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.
- c) Security Deposit shall be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract.
- d) The Security Deposit shall not carry any interest.
- e) Failure to pay the security deposit shall be treated as failure to discharge the duties under the contract and shall result in cancellation of the contract and the contractor shall be liable to compensate BHEL for any losses incurred by BHEL. BHEL reserves the right to appropriate any

Amender



NIT No: - 23:AA:NOI:ADMN.:TF:112:2017-18 Dated 19.09.2017

part / whole of the amount of the security deposit without prejudice to other claims against the contractor for losses suffered by BHEL due to failures on the part of the contractor, due to termination of contract or contractor becoming disqualified because of liquidation / insolvency. The decision of BHEL in respect of such losses, damages, charges, expenses or costs, shall be final and binding to the contractor.

- 25) 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.
- 26) **MICRO AND SMALL ENTERPRISES (MSE):-**
Any bidder falling under MSE category, shall furnish the following details & submit documentary evidence/ Govt. Certificate etc, in support of the same along with their techno-commercial offer.

Type under MSE	SC/ ST owned	Others
Micro		
Small		

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

- a) MSE Supplier can avail the intended benefits only if they submit along with offer, attested copies of either Udyog Aadhar or EM-II certificate having deemed validity (five years from the date of issue of acknowledgement in EM-II) or the valid NSIC certificate or EM-II certificate along with attested copy of a CA Certificate (format enclosed as Annexure- VI) where deemed validity of EM-II certificate of five years has expired applicable for the last audited financial year. Date to be reckoned for determining the deemed validity will be the date of bid opening. 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.
- b) Participating MSEs quoting price within price band of L1 + 15 % shall be considered for award of complete scope of work by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE. In case of more than one such MSE, MSE with lowest price shall be given the first option to match the L1 price. However, MSEs owned by the Scheduled Caste or the Scheduled Tribe entrepreneurs shall be given the preference for matching the L1 price irrespective of their standing in comparative statement of MSE bidders within price band of L1 + 15%.
- 27) **TERMINATION OF CONTRACT ON DEATH:** Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the accepting officer shall have the option of terminating the contract without compensation to the contractor's authorized survivors.
- 28) **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.
- 29) **POST TECHNICAL AUDIT OF WORK AND BILLS:** BHEL reserves the right to carry out a post payment audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc. and to enforce recovery of any sums becoming due as a result thereof in the manner provided into the proceeding sub-paragraph provided however, that no such recovery shall be enforced after three years of passing the final bill.
- 30) **ARBITRATION / CONCILIATION:** In the event of any dispute arising between the parties hereafter referred as BHEL and Contractor in respect of or connected with this contract, General & Special terms & conditions of tender, then the same shall be referred to Arbitration and Arbitrator

Amenwa



NIT No: - 23:AA:NOI:ADMN.:TF:112:2017-18 Dated 19.09.2017

will be nominated by the Head of Administration of BHEL Corp. Office, New Delhi, whose decision shall be final and binding on both the parties. However, any differences or doubt pertaining to meaning/ interpretation of any phrase word used in terms or in the schedule of services, their nature and manner of rendering of such services shall be the excepted matter and be referred to the Head of Administration of BHEL Corp. Office, New Delhi, whose decision shall be the final and binding. The provisions of Arbitration and Conciliation Act, 1996 or any statutory modification and re-enactment thereof will apply to such arbitration provided however, in all matters the venue of proceedings will be Delhi and only Delhi or appropriate Courts will have jurisdiction over the same.

- 31) **TERMINATION CLAUSE:** - The Contractor shall deliver the services to the best satisfaction of the Company. In case of continued unsatisfactory performance over a period of time by the Contractor or there is any stoppage of service in any area of the Transit Flat operation due to either non supply of or poor quality of the food items, 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 Amount deposited by the Contractor.
- 32) 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 and/ or under applicable legal provisions.
- 33) **RISK CLAUSE:** In case the contractor do not accept the work awarded to him, do not turn up after the award of work or In the event of any failure on the part of the Contractor, BHEL shall have the right without any prejudice to get the work done through any other alternate agency at the risk and cost of Contractor. The additional cost including loss, if any incurred by BHEL will be recovered from the Contractor.

D. SPECIAL TERMS & CONDITIONS:

- 1) All the consumable materials will be of standard quality as mentioned in the scope of services and that will be verified by officer Incharge before the use.
- 2) Timely & prompt services with cleanliness of premises are the sole responsibility of the contractor.
- 3) 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 his contract period and shall include the impact of cost of insurance cover in their quote.**
- 4) The Contractor shall ensure proper conduct and behavior of the workforce engaged by him in the Transit Flats 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.
- 5) Continuation of the contract shall be based on the performance of the contractor. The following parameters shall inter-alia is considered while evaluating the performance: Timely rendering of services; Quality of services; Compliance with statutory requirements; Safety consciousness; Maintenance of staff in proper uniform.
- 6) In case of any dispute, the decision taken by BHEL Management will be final and binding on the contractor.

Signature of the bidder with Seal

Amender

Page No. 9 of 30



NIT No: - 23:AA:NOI:ADMN.:TF:112:2017-18 Dated 19.09.2017

- 7) **NATURE OF SERVICES:** The contractor shall perform all the services mentioned in the Scope of job/ service as detailed in **Annexure –F1, round the clock on all seven days in a week. To maintain the services round the clock the contractor will deploy workforce in shift duty.**
- 8) The attendance Register of the Contractor's workforce shall be maintained by the concerned Supervisor of the Contractor for physical verification by the Principal Employer and Statutory Authorities.
- 9) The work supervisor shall be equipped with cell phone facility for effective coordination with BHEL.
- 10) The Contractor shall visit the work premises of the Company covered under this Agreement twice a week minimum during the working hours and meet the company Representative as a matter of routine for maintaining regular contacts and ensuring effective coordination on all related issues of these Agreements.
- 11) The contractor will maintain an instruction book at Transit Flats, serially numbered on each page, so that our visiting officers can issue instructions regarding the quality of the services to the Contractor. The Contractor or the contractor representative will sign in the instruction book in token of receipt of and understanding of such instructions. Action taken on the instructions by the contractor or the contractor's representative shall be intimated to Engineer-in-Charge or his authorized representative and their comment be recorded in the instruction book.
- 12) Successful contractor shall have to execute Contract Agreement on a non Judicial Stamp Paper of 100/- at Noida.
- 13) **IDENTITY CARD:** The Contractor shall ensure that the work force/supervisor engaged by him must wear & display the Identity 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.
- 14) **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 from the date of placement of work order or before submission of first bill to BHEL.
- 15) **FSSAI LICENCE:** - The successful contractor shall obtain valid license issued by Food Safety and Standards Authority of India (FSSAI) and submit the same to BHEL within 15 days from the date of placement of work order or before submission of first bill to BHEL.

The contractor shall ensure that the food items supplied are as per the standards of fitness prescribed by the government authorities and FSSAI and if at any time any fine is imposed by the government authorities (e.g. By the food inspector/ FSSAI), the same shall be borne by the contractor and BHEL will not pay any fine or penalty that may arise/ or that may be imposed on account of the fault of the contractor or his workforce. The contractor shall keep BHEL fully indemnified in respect of any such action or claim together with actual cost of defending such action/ claim.

In case BHEL is called upon to pay any fine/ penalty or other monetary sanction imposed/ ordered by any Authority/ Court/ Forum/ Tribunal/ Commission, owing to defaults attributable to the Contractor, then, without prejudice to any other rights which BHEL may have against the Contractor as per the terms and conditions of the Contract or legal provisions, BHEL, may, withhold and/ or forfeit and appropriate, the full amount of such fine, penalty or monetary sanction from any moneys of the Contractor then found due and payable to the Contractor under this Contract or any other Contract between the Contractor and BHEL/ its Unit (s).

- 16) **CHARACTER VERIFICATION AND ANTECEDENCE:** The contractor should get the character / antecedence of each and every workman deployed by them at the job premises, verified by the Police Authorities before engaging and deploying them in our premises. In case the contractor

Amender



NIT No: - 23:AA:NOI:ADMN.:TF:112:2017-18 Dated 19.09.2017

desires to change the manpower deployed by him, due to any reason, the new incumbent should be deployed with the clearance of Engineer-in-Charge.

- 17) **PROVIDENT FUND:** The successful bidder shall obtain Provident Fund (PF) 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 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 and other than BHEL premises which will be used only for tallying /verification that proper PF deposit has been made. Contractor shall also submit the copy of detailed yearly return submitted to RPFC of PF deposit for the period of March to February in first week of April month.
- 18) **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. Contractor shall also submit the copy of detailed half yearly return submitted to ESI for deposit of ESI for the period of April to September in 01st week of month of November & for the period of October to March in 1st week of month of May.
- 19) **LEAVE / HOLIDAYS:** For every workman deployed in our 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 viz., (i) Privilege Leave for 15 days; (ii) Sickness or Casual Leave for 12 days which shall not be accumulated; (iii) Further, as a special case, in a calendar year, each person shall also be allowed 3 days "Exigency Leave" which shall not be accumulated. Contractor may incorporate the cost of 30 days leave accrued in 12 months and reimburse to his worker for no availed period.
- 20) **BONUS :** The contractor shall strictly comply with the provision of "Payment of Bonus Act 1965" and "further Amendment Act 2015". The contractor shall ensure "payment of Bonus @ 8.33% on seven thousands rupees or the minimum wage for the scheduled employment, as fixed by appropriate Government, whichever is higher" to their workforce during the contract period of two years.
- 21) **WAGES :** All payments to the contractor's workforce shall be as per the terms of contract and as per details enumerated in **Annexure –F2** which shall be made **through direct credit in the bank accounts** of its workforce. The payment must be credited in the account by the 7th of each English month. Any delay on his account shall be subjected to penalty or termination of contract. No other mode of payments will be accepted. The payment of wages to the work force, under the contract, will not be related to the monthly bill payments and the payment of wages to the work force would strictly be followed as mentioned above.
- 22) **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. In case the Contractor's work force does not report for duty in proper uniforms as above then penalty will be levied as per clause no. 18 (f) above. The Company shall have no direct responsibility / liability in respect of the workforce engaged by the Contractor under this Agreement.
- 23) **SAFETY PRECAUTIONS:** (i) All safety equipment as required for this contract are to be positioned by the contractor & used as per 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.

Amender



- 24) **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. The contractor shall arrange First Aid Box at Transit Flats at a suitable location for all the time during the contract period.

E. CONTRACTOR'S OBLIGATION:

- 1) Contractor shall supervise the Job/ services allotted to him and to be carried out by his workforce.
- 2) Contractor to ensure that the workforce deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc.
- 3) The workforce deployed by the contractor shall be hail and healthy and should not be suffering from any communicable diseases.
- 4) Contractor to accept full and exclusive liability for the consolidated wages, VDA, Allowances, PF, ESI, Bonus, **two set of uniforms annually (consisting of shirt, pant, Sweater (one full and one half sleeves) black belt, shoe and socks etc.)** for the workforce deployed by the contractor and other obligation referred under the law now and thereafter imposed by the Government / Local Bodies.
- 5) BHEL will have no liability whatsoever concerning the persons 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 persons by the contractor.
- 6) Statutory requirement both local authority / State Govt. / Central Govt. shall be responsibility of the contractor.
- 7) 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.
- 8) The Contractor shall duly comply with all acts, laws, or other statutory rules, regulations, bye-laws applicable or which might be applicable to with regard to the performance of the job / services included herein or concerning this Agreement but not limited to Minimum Wages Act- 1948, Contract Labour (Regulation & Abolition) Act, 1970, Industrial Dispute Act, 1947, Workmen's Compensation Act 1923, Employees' State Insurance Act 1948 (to the extent as may be applicable, if any), Employees' Provident Fund and Misc. Provisions Act, 1952 and the amendments made thereafter to these Acts / Laws and from time to time take such steps as may be deemed necessary in this regard. The Contractor shall keep the Company Indemnified against all penalties, claims and liabilities of every kind under or for any violation of such acts, laws or regulations etc. by him or his workers.
- 9) 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. in respect to his workers.
- 10) The Contractor shall be fully responsible for the timely payment of consolidated wages, VDA, Allowances, 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. Contractor shall also be fully responsible for timely deposit of PF and ESI with the appropriate authority including submission of return of PF & ESI and issue of PF slip issued by the PF Authority. The 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

Amender

- 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.
- 11) 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.
 - 12) The Contractor shall be held responsible for any damage / loss to the work premises /or the properties of the Company (i.e. missing or broken fittings, equipments, furniture etc. and loss of such things from the Transit Flats) caused due to the negligence of his work force 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.
 - 13) 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.
 - 14) 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 requirements of local Municipalities / Govt. or any other law regulating bodies
 - 15) Contractor to maintain appropriate records of his employees deployed to carry out the job (s).
 - 16) Contractor to get all his employees insured against all type of risks at his own cost.
 - 17) In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees from the establishment of BHEL. In case contractor decides to terminate services of his employees, he should settle all terminal dues including retrenchment compensation.
 - 18) 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.
 - 19) Contractor shall ensure payment of BHEL wages as applicable from time to time in the presence of authorized representative of BHEL and maintain proper records of their timely disbursement. These records need to be preserved for a period of at least 3 years and should be made available even after the contract is over for any verification by the statutory authorities / BHEL authorities.
 - 20) In case the contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the security deposit / other dues / running bills under the contract can be utilized by BHEL to discharge the liability of the contractor.

For & on behalf of "BHEL"

Omender

(Omender Singh)
Sr. Engineer (HR-TAX)

**ओमेन्डर सिंह**
क.रि. अभियंता (म. सं.-टीएएक्स)
Omender Singh
Sr. Engineer (HR-TAX)
भारत हेवी इलेक्ट्रिकल्स लि., सम्पदा कार्यालय, सेक्टर-17, नोएडा
Bharat Heavy Electricals Ltd., Estate Office, Sector-17, Noida