

Name of work: Supply and Distribution of 0.5 litre toned milk with 25 gram sugar per employee in all three shift.
NIT No: BHEL/HEEP/WEX-WCS/17-18/7539/20170038 DT.04.08.2017



Bharat Heavy Electricals Limited
Heavy Electrical Equipment Plant, Haridwar-249403
Works Engineering & Services
Works Contract Section
Tender Document

Name of Work: Supply and Distribution of 0.5 litre toned milk with 25 gram sugar per employee in all three shift.

Tender Enquiry No.: NIT No: BHEL/HEEP/WEX-WCS/17-18/7539/20170038 DT.04.08.2017

Due date of Tender Opening (Part-1): 25.08.2017

Type of Bid: Two Part

Place of Submission of Tender / Bid :

“Tender Room, Purchase Department,
4th floor, Main Administrative Building,
BHEL, HEEP, Haridwar-249403 (Uttarakhand)”

Contact Person: Manish Kumar (Dy.Manager/WCS)

Contact Address: WCS, ADM-4, BHEL (HEEP), Haridwar-249403

Email: omanish @bhelhwr.co.in, ppaul@bhelhwr.co.in, azadd@bhelhwr.co.in

Phone: 01334-28- 1932/1332/1022

Fax: 01334-226460

Details of Tender Document

Name of Work: Supply and Distribution of 0.5 litre toned milk with 25 gram sugar per employee in all three shift.

The Tender document has been detailed as follows:

Part-I (TECHNO-COMMERCIAL BID) (*page no. 1-27*)

1. Cover page at page no 1
2. Index/ Details of Tender Document at page no 2
3. Notice Inviting Tender (NIT) at page no 3
4. Details of Bid & Bidder (To be filled by bidder) at page no 4
5. GST related NIT Terms & Conditions at page no 5
6. Note - at page no 6
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8. Instruction Note - at page no 8
9. General instructions to tenderer at page no 9-13
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12. Unpriced Price Bid at page No 24
13. Check list at page no 25
14. Annexure#1 at page no 26
15. Undertaking at page no 27

Part-II (PRICE BID) (*page no. 28*)

1. Price Bid at page no 28

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NIT No: BHEL/HEEP/WEX-WCS/17-18/7539/20170038 DT.04.08.2017



NOTICE FOR TENDER (NIT)

BHARAT HEAVY ELECTRICAL LIMITED
HEEP, Haridwar-249403 (UTTARAKHAND)

| | | | |
|--|---|---------|--------------|
| Name of Dept | Works Engineering & Services (Works Contract Section) | | |
| Phone | 01334-281932 | Fax | 01334-226460 |
| Email Address | omanish@bhelhwr.co.in, ppaul@bhelhwr.co.in, azadd@bhelhwr.co.in | | |
| Contact Person | Manish Kumar | | |
| NIT Key. | 20170038 | Dated : | 04.08.2017 |
| NIT No. | BHEL/HEEP/WEX-WCS/17-18/7539/20170038 DT.04.08.2017 | | |
| NIT No. on www.bhel.com | 33934 | | |
| NIT No. on www.bhelhwr.co.in | 2735 | | |
| Type Of Tender | Open | | |
| #Tender Cost (in INR) | 200/- (Exempted for valid MSME/EM-II/NSIC) | | |
| EMD (in INR) | Rs. 9765/- | | |
| Period of completion of work | 12 Months | | |
| Two Part Bid /single bid | Two Part Bid | | |
| NIT Value (in Rs.) | 488244 | | |
| Last Date of Sale of Tender | 24.08.2017 | Time : | 03:30PM |
| Last Date of submission of Tender | 25.08.2017 | Time : | 01:45PM |
| * Date and Time for opening of Technical Bid | 25.08.2017 | Time : | 02:00PM |
| Place Of submission of Tender | Tender Room, Purchase Deptt., 4th floor, Main Administrative Building, BHEL , HEEP, Haridwar-249403 (Uttarakhand) | | |

* In case of two part bid, date of opening of Tender means the date of opening of Techno-commercial bid. However date of opening of price bid shall be intimated to technically qualified parties. If the due date of tender opening happens to be a holiday, the tenders will be opened on the next working Tuesday/Friday.

Tender cost & EMD shall be submitted either in form of cash receipt issued by cash section, BHEL, HEEP, Haridwar (subject to provision of Income tax act) or Demand draft issued by any nationalised bank in favour of Sr. Accounts Officer (Cash), BHEL, HEEP, Haridwar separately in two different envelopes superscribed as Tender cost and EMD respectively. However Tender cost is non-refundable. **However, tender fee & EMD shall be exempted submission of valid MSME/EM-II/NSIC Certificate and Tender Fee shall be exempted for tender documents downloaded from website**

Name of Work: Supply and Distribution of 0.5 litre toned milk with 25 gram sugar per employee in all three shift.

Contracting Executive Name: Manish Kumar

Date:

1. BHEL reserves the right to accept or reject any/ all application(s) without assigning any reason thereof.
2. If any document submitted by tenderer found false at any stage, the tender/ work order will be cancelled immediately and the financial loss to BHEL if any in making alternative arrangement will be recovered from the contractor.
3. BHEL will not be responsible for the loss or delay of tenders in transit in any case.
4. All further corrigenda, addenda, amendments, time extensions, clarifications & etc. to the tender, if any shall only be notified on BHEL websites (www.bhel.com / www.bhelhwr.co.in) as applicable.
5. For detailed instructions/information refer the tender document on BHEL website.

I/We agree with the above (Signature of Bidder/Contractor with Stamp)

Name of work: Supply and Distribution of 0.5 litre toned milk with 25 gram sugar per employee in all three shift.
NIT No: BHEL/HEEP/WEX-WCS/17-18/7539/20170038 DT.04.08.2017

Details of Bid & Bidder (To be filled by bidder)

(a) **Bidder Offer No.:** _____ **Date:** _____

(b) Legal Name of the bidder as in GST registration: _____

(c) GST registration No. _____

(d) State _____

(e) Place of business _____

(f) Category of registration under GST (i.e. Registered dealer / Unregistered dealer/ dealer opted for Composition Scheme):

(g) Address of the Bidder: _____

(h) e-mail address of the bidder: _____

(i) Contact No. of the Bidder: _____

(j) Tender Fess Related Details (Details of Cash Receipt/DD/Exempted with details/reason for exemption sought): _____

EMD Related Details (Form in which submitted with Ref. Detail / Exempted with details/reason for exemption sought) : _____

GST related NIT Terms & Conditions:

- I. Bidder has to specify the following in their techno-commercial bid (part I bid in case of two part bid):
 - a) Legal Name of the bidder as in GST registration, GST registration No., State, Place of business, category of registration under GST i.e. Registered dealer / Unregistered dealer/ dealer opted for Composition Scheme,
 - b) HSN (Harmonised System Nomenclature) / SAC (Service Accounting Code), description of Goods/Services and applicable IGST / CGST / SGST rate and any other statutory levy, if any, for each item of Goods or Services.
- II.
 - a) Unregistered Dealer
Since in case of unregistered dealer, GST will have to be paid by BHEL under reverse charge mechanism, the same shall be added to the quoted price for evaluation bid.
 - b) Dealer opting for Composition Scheme
In case of registered dealer, who opt for composition scheme at the time of submission of bid, no GST will be payable to the bidder and also same will not be considered for evaluation of bid. Dealer has to declare in technical bid that no GST is shown separately in price bid. However, in case at the time of actual supply, the bidder charges GST at normal rate, the same shall be reimbursed subject to the availability of GST credit to BHEL. In case GST credit is not available to BHEL, no GST will be payable to the bidder.
- III. Reimbursement of GST shall be made by BHEL-Haridwar on matching of Contractor inputs as mentioned below at GST portal and after ensuring of availability of input credit to BHEL, Haridwar. Hence, Contractor has to ensure compliance as follows-
 - a) Timely raising & submission of GST compliant Invoices
 - b) Timely receipt of Goods & Services
 - c) Timely and correct payment of applicable GST by supplier/contractor
 - d) Timely filing of return
 - e) Compliance of other applicable provisions on supplier/contractorContractor has to also give consent to accept payment of tax after such matching in all cases where bills are submitted directly to BHEL-Haridwar or through bank or under LC or through any other mode.
- IV. In the event of any disallowance of input credit (including reversal of credit) or applicability of interest or arising of any other financial liability on BHEL-Haridwar due to any default of supplier/contractor under GST such as non/delayed receipt of Good/Services, delayed raising & submission of invoices, delayed payment of tax, non/wrong declaration of sale by Contractor in return etc. or any other reason not attributable to BHEL, such implication shall be to supplier's/contractor's account and will be deducted from bills.
- V. In the event of any change in the status of the bidder after submission of the bid but before the supply/service, GST applicable at the time of supply/service or GST quoted in the bid, based on the registration status of the bidder, whichever is lower shall be payable.
- VI. Statutory Variation in Taxes & duties as applicable at the time of supply shall be payable. However, in the event of no change in law but bidder quoting certain tax structure in bid document which is lower than the applicable one, such amount shall be the maximum amount of tax that can be claimed by bidder.
- VII. In case of Liquidated damage (LD) recovery, the applicable GST shall also be recoverable from the suppliers.

कैंटीन मे निविदादाता से निम्नलिखित विवरण के अनुसार निविदा परिपत्र मे दी गई शर्तों के आधार पर निविदा आमंत्रित है।

| कार्य विवरण | कार्य स्थल | अनुमानित मात्रा (प्रतिदिन) |
|--|------------------------------|--|
| सर्विस प्रोवाइडर द्वारा ½ लीटर/ (500ml) ताजा दूध पोली पैक एवं 25 ग्राम चीनी प्रति कर्मचारी, दिशा निर्देश में दिये गये दूध के ब्रांडों में से किसी एक ब्रांड को स्वयं उपलब्ध करा कर स्वयं या अपने कर्मचारी द्वारा तीनों पारी में वितरण कराना। | कैंटीन-3 (पे-रोल के नीचे) | 1. दूध = 30.500 लीटर 2. चीनी = 01.525 किलोग्राम |

कृपया ध्यान दें: निविदा फार्म भरने से पहले कृपया सभी सूचनाये ध्यान से पढ व समझ लें। निविदा के साथ प्रमाणित दस्तावेज संलग्न करने होंगे अन्यथा निविदा निरस्त मानी जा सकती है।

नोट : ताजा दूध:- Supplied milk should be before expiry date.

PQR (Pre-Qualification Requirement):-

- अनुभव:** वो सभी सर्विस प्रोवाइडर जिन्होंने फैक्ट्री अधिनियम 1948 के अन्तर्गत बने किसी भी सरकारी/अर्द्ध सरकारी/सरकारी उपक्रम अथवा निजी कारखाना परिसर में वित्तीय वर्ष 2009-2010 से 2017-18 के बीच किसी भी वर्ष में कम से कम 06 महीनो (औसतन) कम से कम 100 चाय/ खानों को बनाकर वितरण किया हो या कम से कम 30 लीटर दूध खरीदकर वितरण का कार्य किया हो ।

| क्र.सं. | संस्था का नाम व पता | संस्था का प्रकार सरकारी/ अर्ध सरकारी/ पीएसयू/ गैर सरकारी औद्योगिक संस्थान | कार्य की अवधि | | चाय/खाना प्रतिदिन बनाने या दूध खरीदकर वितरण का अनुभव | कार्य आदेश / न्यायिक अनुबंध या सफल कार्य पूर्ण करने का प्रमाण पत्र संस्थान के लेटर हेड पर(संलग्न है/ नहीं) |
|---------|---------------------|---|---------------|-------|--|--|
| | | | कब से | कब तक | | |
| | | | | | | |
| | | | | | | |

- केन्द्र सरकार द्वारा संविदा श्रमिक अधिनियम 1970 के अंतर्गत जारी लेबर लाइसेंस (कार्य शुरू करने के तीस दिनों के अन्दर प्रस्तुत करना होगा) ।
- GST रजिस्ट्रेशन proper category (outdoor caterer) में होना चाहिए छाया प्रति संलग्न करना होगा ।।
- कार्य के दौरान पी.एफ. एवं ई.एस,आई. का वैध पंजीकरण रहना चाहिए ।
- निविदा खुलने की तिथि के दिन सीआरपीएसी में वैध पंजीकरण रहना चाहिए अथवा वैध चरित्र प्रमाण पत्र होना चाहिए ,छाया प्रति संलग्न करना ।
- सर्विस प्रोवाइडर को खाद्य सुरक्षा स्टैंडर्ड्स अधिनियम 2006 के अनुसार सक्षम अधिकारी से लाईसेंस / रजिस्ट्रेशन प्राप्त करनी होगी ।
- वित्तीय वर्ष 2013-14,2014-15,2015-16 (respectively Assessment Year-2014-15,2015-16 and 2016-17) का आयकर रिटर्न जमा करने के प्रमाण पत्र की छाया प्रति संलग्न करना होगा ।
- निविदादाता के पास आयकर विभाग द्वारा जारी पैन-नम्बर होना चाहिये जिसकी छाया प्रति संलग्न करना होगा।

निर्देश

फैक्ट्री परिसर HEEP के हेजार्डस कार्य/ क्षेत्र में कार्यरत लगभग 61 कर्मचारियों को प्रतिदिन (तीनों शिफ्टों में) प्रति कर्मचारी ½ लीटर ताजा दूध (expiry date का नहीं होना चाहिए) पोलीपैक एवं 25 ग्राम चीनी निर्धारित समय पर उपलब्ध कराया जाना है। ताजा दूध (single टॉड) पोलीपैक के ब्रांडो की सूची निम्न है :-

ताजा (expiry date का नहीं होना चाहिए) दूध (पोलीपैक) की सूची

| क्र.सं | दूध (single टॉड) पोलीपैक के ब्रांडो विवरण | मात्रा प्रति पोलीपैक |
|--------|--|----------------------|
| 1. | (A) मदर डेरी, (B) गोपाल जी, (C) पारस (D) परम, (E) आंचल (F) रिलाएंस (G) अमूल (H) आनंदम | ½ लीटर/500ml |

नोट : ताजा दूध:- Supplied milk should be before expiry date.

निविदा फार्म पूरा पढ़े एवं स्वच्छता से भरें, भरने से पूर्व इसके सभी बिन्दुओं पर ध्यान से विचार कर लें, तथा प्रत्येक पृष्ठ पर हस्ताक्षर व मुहर अवश्य करें।

1- सामान्य जानकारी एवं निर्देश (General Instructions)

- 1.1 सर्विस प्रोवाइडर दूध के वितरण केन्द्र पर किसी नशे की वस्तु जैसे- पान, बीडी, सिगरेट व पेय पदार्थ का विक्रय नहीं करेगा और न ही स्वयं उसका उपयोग करेगा। अगर प्रबन्धिका द्वारा नियुक्त अधिकारी किसी को भी नशा करते हुए या नशे की किसी भी वस्तु को बेचते हुए पकड़ लेता है तो सर्विस प्रोवाइडर के उपर 500/- का आर्थिक दंड का प्रावधान कर सकती है।
- 1.2 दूध वितरण केन्द्र के आस-पास के क्षेत्र की सफाई और स्वच्छता की सम्पूर्ण जिम्मेदारी सर्विस प्रोवाइडर की होगी तथा ताजा दूध वितरण करने के काउन्टर की सफाई प्रत्येक पाली में करवाना अनिवार्य होगा। इसकी जिम्मेदारी भी सर्विस प्रोवाइडर की होगी।
- 1.3 प्रत्येक कार्य दिवस में ताजा दूध के वितरण का प्रबंध सर्विस प्रोवाइडर को निर्धारित समय पर करना होगा।
- 1.4 दूध की आपूर्ति समय से न होने अथवा दूध खराब हो जाने की स्थिति में सर्विस प्रोवाइडर को वैकल्पिक व्यवस्था करनी होगी।
- 1.5 बीएचईएल प्रबन्धिका को अधिकार होगा कि वह दूध वितरण में किसी तरह की अव्यवस्था तथा कमी मिलने पर ताजा दूध वितरण के करार को निरस्त कर दे।
- 1.6 सर्विस प्रोवाइडर की अचानक करार की अवधि में मृत्यु हो जाने पर बी.एच.ई.एल प्रबन्धिका बिना कोई क्षतिपूर्ति दिये इस करार को समाप्त कर सकती है। उसके उतराधिकारी को स्वतः ही यह करार स्थानांतरित नहीं होगा।
- 1.7 सर्विस प्रोवाइडर को यह सुनिश्चित करना होगा कि दूध वितरण करने वाले सभी कर्मचारी पूर्ण रूप से स्वस्थ हो (अस्थमा, चर्मरोग आदि रोगों से ग्रसित न हो)। निश्चित अवधि में कार्यरत सभी कर्मचारियों की चिकित्सीय जाँच (साल में दो बार) जिसमें उनका रक्त, पेशाब व मल की जाँच भी शामिल है, करवानी होगी। जिसका खर्च सर्विस प्रोवाइडर को वहन करना होगा।
- 1.8 सर्विस प्रोवाइडर को ताजा दूध वितरण का कार्य करने के लिये शारीरिक और मानसिक रूप से स्वस्थ कर्मचारियों, जिनका कोई आपराधिक रिकार्ड न हो, लगाना होगा तथा इस बात का भी आश्वासन देना होगा कि वे किसी भी आपराधिक कार्य से जुड़े नहीं हैं। इन सभी कर्मचारियों को अपने कार्य का सम्पूर्ण ज्ञान, कार्य के प्रति रुचि और कार्य का अनुभव होना अनिवार्य है। इन सभी कर्मचारियों की सम्पूर्ण जानकारी (नाम, पता, फोन न., फोटो आदि) एवं पुलिस द्वारा सत्यापन का सर्टीफिकेट का लेखा जोखा उपलब्ध करवाना होगा। सर्विस प्रोवाइडर इन सभी कर्मचारियों को एक परिचय पत्र भी जारी करेगा। 18 वर्ष से कम आयु का कोई कर्मचारी काम पर नहीं लगाया जाएगा।
- 1.9 सर्विस प्रोवाइडर अपने सभी कर्मचारियों के चाल चलन के लिये पूर्ण रूप से जिम्मेदार होगा। अभद्र व्यवहार, गलत चाल चलन तथा चोरी आदि में लिप्त होने पर सर्विस प्रोवाइडर को उस कर्मचारी के खिलाफ तुरन्त उचित कार्यवाही करनी होगी
- 1.10 सर्विस प्रोवाइडर को अपने कर्मचारियों को व्यक्तिगत सुरक्षा के सभी उपकरण जैसे- जूते, टोपी, एप्रेन आदि उपलब्ध करवाना होगा। सुरक्षा के सभी नियमों, उप नियमों को लागू करने की सम्पूर्ण जिम्मेदारी सर्विस प्रोवाइडर की होगी।

- 1.11 किसी भी कारण से करार के टूटने या समाप्त होने पर सर्विस प्रोवाइडर अपने सभी कर्मचारियों को बीएचईएल संस्थान से तुरन्त हटा लेगा। सर्विस प्रोवाइडर द्वारा किसी भी कर्मचारी को नौकरी से निकालने की दशा में सभी तरह के भुगतान की जिम्मेदारी सर्विस प्रोवाइडर की होगी।
- 1.12 यदि सर्विस प्रोवाइडर काम छोड़ता है, तो उसको कम्पनी को दो माह का नोटिस देना अनिवार्य होगा अन्यथा कार्य को करने में बीएचईएल द्वारा वहन किये गये वित्तीय खर्च के भुगतान की जिम्मेदारी सर्विस प्रोवाइडर की होगी जिसका समायोजन रनिंग बिल अथवा सुरक्षा राशि से किया जा सकता है या सुरक्षा राशि जब्त की जा सकती है।
- 1.13 सर्विस प्रोवाइडर के लिये यह आवश्यक है कि कार्य की अवधि समाप्त होने पर उसके कर्मचारियों को केन्द्रीय औद्योगिक सुरक्षा विभाग (CISF) द्वारा जारी किए गए गेट पास /पहचान-पत्र मूल रूप से विभाग के माध्यम से वापस जमा करवाना होगा, अन्यथा इस कारण नियमानुसार किसी भी देय दण्ड का भार सर्विस प्रोवाइडर को उठाना होगा।
- 1.14 किसी प्रकार का वाद हो जाने की स्थिति में मामला मध्यस्थ निर्णायक (Arbitrator) को सौंप दिया जायेगा। मध्यस्थ निर्णायक की नियुक्ति बी.एच.ई.एल. हरिद्वार के महाप्रबंधक द्वारा की जायेगी और उसका निर्णय दोनों पक्षों को मान्य होगा। आरबिट्रेशन का स्थान हरिद्वार होगा। इस कार्य से सम्बन्धित किसी भी वाद को निर्णित करने का क्षेत्राधिकार केवल हरिद्वार न्यायालय को ही प्राप्त होगा।
- 1.15 इस कार्य से सम्बन्धित किसी भी वाद को निर्णित करने का क्षेत्राधिकार केवल हरिद्वार न्यायालय को ही प्राप्त होगा।
- 1.16 पर्यावरण संरक्षण के लिए सर्विस प्रोवाइडर आई.एस.ओ.-14000 तथा OHSAS 18000 के मानकों का पालन करेगा।
- 1.17 सर्विस प्रोवाइडर दर भरते समय सामान की मात्रा, भार आदि तथा अन्य शर्तों के बारे में प्रबंधक, कैंटीन कार्यालय से जानकारी प्राप्त कर सकते हैं।
- 1.18** While quoting the rate, the tenderer is advised to take into account the likely expenditure, taxes what so ever, etc., during the operation of the Contract period from the date of commencement of work as directed by BHEL.
- 1.19** While quoting the rates the tenderer is advised to take into account all factors including any fluctuations in market rates. No claim will be entertained on this account after acceptance of the tender or during the currency of the contract.
- 1.20** All entries in Tender documents shall be clearly written in one ink or typed. All the corrections / cancellations / insertions, if any, shall be duly attested by the Bidders concerned.
- 1.21** Rates should be quoted as per the Price Bid. Rates quoted in any other form will not be accepted and will be rejected.
- a) If, in the price structure quoted for the required goods / services / works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- 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; and
- 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 of (a) and (b) above.

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d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

1.22 The Bidder shall fill in all the required particulars of the Tender documents and also sign on each and every page of the Tender documents (Techno- Commercial Bid, Price Bids, Terms & Conditions etc.) including corrigendum attached there to while submitting their tender.

1.23 Should a Bidder 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.

1.24 Every endeavour is made to avoid any error which can materially affect the basis of the tender but the successful tenderer shall take upon himself to provide for the risk or any error which may be subsequently discovered and shall make no subsequent claim on account thereof. (No extension of time shall be given for submission of the Tender on any account)

1.25 Conditional and late Tenders, Tenders containing prima-facie absurd rates and amounts, Tenders which are incomplete or otherwise considered defective and Tenders not in accordance with the Tender conditions herein contained and the Tenders not in original ARE LIABLE TO BE REJECTED

1.26 If a Bidder deliberately gives wrong information in his Tender or creates conditions favourable for the acceptance of his Tender, BHEL WILL REJECT SUCH TENDER AT ANY STAGE.

1.27 Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.

1.28 Canvassing in any form, in connection with the Tender is strictly prohibited and such Tenders are bound to be rejected. All information furnished is taken to be authentic by the bidder for evaluation of Tender priorities. Should any information found to be incorrect subsequently, at any later time, the Tender / Contract shall be rejected / terminated and the / SD shall be forfeited.

1.29 Should a Bidder's or a Contractor's or in the case of a firm or company of Contractors / any of its shareholder's or shareholder's relative is employed in BHEL, the authority inviting the Tenders shall be informed in writing of this fact at the time of submission of the Tender, failing which the Tender may be disqualified, or if such fact subsequently comes to light, the Contract may be cancelled.

1.30 The Tender schedule and the Tender shall be deemed to form an integral part of the Contract to be entered into for this work.

1.31. Tenders are to be submitted in **Tender Room, Purchase Deptt., 4th floor , Main Administrative Building, BHEL, HEEP, Haridwar-249403 (Uttarakhand) upto 01:45 PM** on the date of tender opening.

1.32 Late and Delayed Tenders will be summarily rejected and under no circumstances it will be considered and accepted.

1.33 Price bid should not be enclosed along with the techno commercial bid and other documents in the same cover/envelope. The price bids have to be given category wise in a sealed cover and the entire lot of price bid sealed covers will have to be kept in a separate large cover, duly sealed

ALL THE REQUIRED DOCUMENTS SHALL BE FILLED IN THE SAME SERIAL ORDER AS PER THE FORMAT / COLUMN OF THE "TECHNO-COMMERCIAL BID". ALL THE PAGES SHALL BE SERIALLY NUMBERED ON

I/We agree with the above (Signature of Bidder/Contractor with Stamp)

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THE RIGHT HAND SIDE TOP CORNER. PAGE NUMBERS OF THE CONCERNED DOCUMENTS ALSO SHALL BE FILLED IN “TECHNO- COMMERCIAL BID” IN THE BOXES PROVIDED. ALL THE PAGES OF TENDER DOCUMENTS ARE TO BE DULY SIGNED AND STAMPED BY THE BIDDER.

1.34 All the envelopes shall be super-scribed with Name of work, NIT No. & Date of Tender Opening with the Name & Complete address of the bidder.

1.35 The envelope Containing Price Bid shall additionally be super-scribed as “PRICE BID” and the envelope containing Techno-commercial bid shall be additionally super-scribed with “TECHNO-COMMERCIAL BID”

1.36 Tender Fees & EMD or Proof related to exemption as required as per Terms Conditions of Tender shall be kept in Techno-commercial bid envelope.

2.0 Signing the Tender

2.1 The Tender shall be signed by the Authorized Signatory Only. Authorized signatory shall be the person holding ‘power of attorney’ on behalf of the firm / company / bidder-concerned authorized / empowered to act on behalf for the specific purpose

2.2 A copy of the Partnership Deed and / or a copy of the Power of Attorney, Self-attested shall accompany the Proprietor or Partner of the Company.

2.3 BHEL will not be bound by any other Power of Attorney granted or the change in the composition of the firm made, subsequent to the execution of the Contract agreement. They may however recognize such Power of Attorney or change in status after obtaining legal advice and the cost involved in that connection shall be chargeable to the bidder concerned.

3.0 Date / Time for opening of Tender

3.1 Sealed covers so received will be opened at **Tender Room, Purchase Deptt., 4th floor , Main Administrative Building, BHEL, HEEP, Haridwar-249403 (Uttarakhand)** at 02:00 PM on the same day of due date of tender submission as per NIT (Notice inviting Tender) in the presence of the Bidders or their Authorised Representatives who may choose to witness the same.

3.2 The Techno Commercial bids only will be opened in case of two part bid.

3.3 In case of two part bid , The Price BIDS of bidders, who are technically qualified will be opened later. The date & time of price bid opening will be informed to the technically qualified Bidders.

4.0 Witnessing the Tender opening

4.1 The representative of the Bidder may choose to witness the Tender opening have to produce the Authorization Letter, before opening of the Tender. The representatives without Authorization Letter will not be allowed to participate in the Tender opening.

4.2 Only one representative from one bidder will be allowed to participate in the Tender opening.

5.0 Quoting

5.1 Quoting best rate and the sanctity of the L1 status.

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5.2 Quoting the lowest best rate is a must against this Tender. However, bidders are required to understand that the lowest rate offered by them or accepted by them, as the case may be, should be honoured throughout the period of the Contract.

6.0 Participation

6.1 The Parties who have been suspended or black listed by BHEL HEEP, Haridwar or any other BHEL Unit will not be allowed to participate in **the Tender** and the bidder should declare the same in the Tender. Even during the course of evaluation / finalization of Tender if it is found that some of the parties are black listed / barred from business transactions / under business hold, BHEL will not consider them for further participation in the Tender.

7.0 Validity of Offers:

7.1 The rates quoted shall be valid for acceptance for a minimum period of **120 days** from the date of tender opening. Withdrawal of Tender or increasing the rates during this validity period is not allowed. Date of tender opening shall be date of opening of Techno-commercial bid.

8.0 Address for sending the offer:

The offer should be sent to address as below well in advance so that it reaches before or on due date and time through registered post/courier or in person.

**In charge, Tender Room,
Purchase Deptt., 4th floor, Main Administrative Building,
BHEL, HEEP, Haridwar-249403 (Uttarakhand).**

9.0 In case of any ambiguity between General Terms & Conditions and Special Terms & Conditions, the Special Terms & Conditions shall prevail.

10.0 Tender Fee & EMD shall be exempted for valid MSME / EM-II / NSIC certificate.

11.0 Tender Fee shall be exempted for tender documents downloaded from website.

12 विशिष्ट निर्देश (SPECIAL INSTRUCTIONS):

- 12.1 दूध ताजा , अच्छी गुणवत्ता, दुर्गन्धमुक्त तथा मिलावट रहित होना चाहिये। (Supplied milk should be before expiry date).
- 12.2 दूध की मात्रा 500 ml तथा पोलीपैक मे होना चाहिये।
- 12.3 दूध सारणी मे दिये गये किसी एक ब्रांड का होना चाहिये।
- 12.4 दूध की मात्रा आवश्यकतानुसार घट तथा बढ सकती है, जिसके लिये सर्विस प्रोवाइडर को मनसिक रूप से तैयार रहना चाहिये।
- 12.5 दूध की आपूर्ति समय से न होने अथवा दूध खराब हो जाने की स्थिति मे सर्विस प्रोवाइडर को वैकल्पिक व्यवस्था करनी होगी अन्यथा प्रबन्धिका द्वारा दूध को उपलब्ध करा दिया जाएगा और कुल व्यय राशि + 500/- दंड के रूप मे सर्विस प्रोवाइडर के रनिंग बिल से काट लिया जायेगा।
- 12.6 दूध एवं चीनी वितरण के कार्य को निम्न प्रक्रिया के अनुसार आबंटित किया जायेगा:
- कार्य को एल-1 आधार पर आबंटित किया जाएगा ।
 - अगर एक से अधिक सर्विस प्रोवाइडर एल-1 (L-1) दर भर कर देते हैं, तो उस दशा में लाटरी द्वारा ड्रा निकाल कर विजेता एल-1 (L-1) सर्विस प्रोवाइडर को यह करार दिया जायेगा ।
 - यदि किसी कारणवश एल-1 सर्विस प्रोवाइडर कार्य लेने में असमर्थ है तो बीएचईएल की वर्क्स पालिसी के अनुसार कार्यवाही की जाएगी ।
 - एल-1 को कार्य आबंटित करने के बाद बीडर/निविदादाता कार्य करने से मना करता है तो उसकी धरोहर राशि (EMD) जब्त कर ली जाएगी ।
- 12.7 निविदादाता को लगभग 61 कर्मचारियों को प्रतिदिन तीन पाली मे ½ लीटर ताजा (expiry date का नेही होना चाहिए) दूध (टॉड) पोली पैक एवं 25 ग्राम चीनी प्रति कर्मचारी निर्धारित समय मे वितरण करना पडेगा, मात्रा जरूरत के अनुसार कम या ज्यादा हो सकती है।
- 12.8 प्रबंधिका, सर्विस प्रोवाइडर द्वारा किया गया कार्य संतोषजनक न पाये जाने पर या किसी अन्य कारण से बिना कोई कारण बताये एक महीने का नोटिस देकर कार्य निरस्त कर सकती है तथा संतोषजनक कार्य ना पाए जाने पर सर्विस प्रोवाइडर को काली सूची (Black List) में डाल दिया जा सकता हैं। कार्य के शेष बचे समय मे अन्य एजेन्सी से कार्य करवाया जायेगा तथा कार्य की राशि से अधिक व्यय होने की स्थिति में, वह राशि, सुरक्षा राशि में से काट ली जायेगी ।
- 12.9 सर्विस प्रोवाइडर कर्मचारियों को बिना पूर्व अनुमति के दूध का अन्य ब्रांड जो सूची मे नही है को न ही Introduce करेगा और ना ही उसे वितरित करेगा ।
- 12.10 सर्विस प्रोवाइडर के विरुद्ध कोई कोर्ट केस लम्बित नहीं होना चाहिये,सर्विस प्रोवाइडर या उसकी फर्म कहीं भी पहले से ब्लैक लिस्टेड नहीं होनी चाहिये । ऐसी जानकारी बाद में प्राप्त होने पर भी प्रबंधिका उसका करार समाप्त कर सकती है ।
- 12.11 निविदादाता को शिकायत/ सुझाव पुस्तिका रखनी होगी जिसमें कोई भी व्यक्ति कैंटीन सेवाओं के लिये शिकायत या सुझाव लिख सके। प्रभारी कैंटीन के निर्देशानुसार, निविदादाता को उन शिकायतों को दूर करने या सुझाव यदि लागू करने योग्य हो तो उसे तुरन्त लागू करना होगा ।
- 12.12 किसी व्यक्ति के ऊपर किसी भी प्रकार की देनदारी/ उधारी होने पर बीएचईएल प्रबन्धिका उसके लिए जिम्मेदार नहीं होगी ।

12.13 **स्वीकृत/अस्वीकृत का अधिकार:** भारत हेवी इलेक्ट्रिकल्स लिमिटेड, हरिद्वार के पास कारण बताए बिना, किसी या सभी कोटेशन को स्वीकृत/ अस्वीकृत करने का अधिकार सुरक्षित है। बीएचईएल के पास निविदा में दी गई मात्राओं को बढ़ाने या घटाने का अधिकार भी सुरक्षित है। प्रबंधिका निविदादाता को पार्ट आर्डर दे सकती है जिसके लिए निविदादाता को कार्य स्वीकार करने के लिये तैयार रहना चाहिए।

12.14 **प्रस्तावित कार्य अवधि: एक वर्ष।**

(क) आर्डर लगाने के लिए निविदा पत्र में भरे गए रेट की वैधता निविदा खोलने की तारीख से 120 दिन होगी।

(ख) कार्य आरम्भ होने की तिथि से रेट की वैधता – **एक वर्ष होगी।**

12.15 धरोहर राशि (EMD) के अभाव में निविदा अपूर्ण मानी जाएगी। कार्य अवार्ड होने के बाद असफल निविदादाताओं को 15 दिनों में ब्याज रहित धरोहर राशि (EMD) वापस कर दी जाएगी।

12.16 **भरा हुआ निविदा फार्म जमा करना**

(I) कृपया निविदा वाले लिफाफे के ऊपर लिखें “NIT No. _____”

एवं आवश्यक संलग्नकों सहित मुहर बन्द लिफाफे को निविदा जमा करने की तिथि _____ समय अपरान्त 1.45 बजे तक निविदा कक्ष में जमा करें।

(II) निविदा फार्म को साफ-साफ बिना किसी कटिंग के हस्ताक्षर व मोहर के साथ भरा होना चाहिये। इसके साथ ही दिशा निर्देश पर हस्ताक्षर कर इसी लिफाफे में जमा करना होगा। निविदा फार्म के साथ जमा अन्य सभी कागजात (लिफाफे, enclosure आदि) पर भी हस्ताक्षर व मोहर लगा होना चाहिए।

(III) निविदा में उल्लेखित सभी दस्तावेजों/ धरोहर राशि का ड्राफ्ट / नगद जमा रसीद आदि निविदा फार्म के साथ संलग्न होनी चाहिये।

(IV) निविदा फार्म का भाग (दर से संबंधित) साफ-साफ बिना किसी कटिंग के हस्ताक्षर व सील के साथ भरा हुआ होना चाहिये।

13. **संवैधानिक उत्तरदायित्व (Legal Obligations)**

13.1 निविदादाता स्वयं पर लागू सभी विधि उत्तरदायित्वों का संवैधानिक रूप से निर्वाह करने के लिये उत्तरदायी होगा।

13.2 निविदादाता अपने श्रमिकों की भर्ती के समय सभी Rule, Regulation, Notification जो कि समय समय पर संबंधित सरकारी विभागों द्वारा जारी किये जाते रहे हैं, का संवैधानिक रूप से पालन करने के लिये बाध्य होगा।

13.3 निविदादाता को सभी विधिक उत्तरदायित्वों के निर्वहन से संबंधित प्रपत्रों को कम से कम तीन वर्ष तक सुरक्षित रखना होगा तथा बीएचईएल द्वारा मांगे जाने पर प्रस्तुत करना होगा।

13.4 निविदादाता को अपने सभी कर्मचारियों को यदि लागू हो PF Slip देना होगा तथा PF आदि का भुगतान समय पर देने का आश्वासन भी देना होगा। वांछित रिटर्न भर कर उसकी कापी कैंटीन अधिकारी के पास समय से जमा कराना होगा।

13.5 निविदादाता ESI Act के तहत ESI को जमा कराकर सभी कर्मचारियों को ESI के सदस्यता का कार्ड उपलब्ध करायेगा।

13.6 निविदादाता PF, ESI, Administrative charge आदि जमा करने के उपरान्त उसकी प्रतिलिपि बीएचईएल प्रबन्धिका के पास हर माह जमा करायेगा तथा इन सभी का सम्पूर्ण अभिलेख संभाल कर रखेगा।

- 13.7 निविदादाता समय-समय पर सक्षम अधिकारी व विभाग जैसे कि PF, ESI आदि में सभी प्रकार के Return जमा करायेगा तथा उसकी प्रतिलिपि बीएचईएल प्रबन्धिका के पास जमा करायेगा ।
- 13.8 समय पर भुगतान न करने/ देरी से भुगतान करने/ मंहगाई भत्ता एवं PF, ESI, Service Tax, Administrative charge आदि जमा न करने के लिये निविदादाता ही पूर्ण रूप से जिम्मेदार व जवाबदेह होगा ।
- 13.9 अगर निविदादाता के द्वारा उसके किसी विधिक उत्तरदायित्व का निर्वहन न करने के कारण प्रबंधिका को कोई भुगतान करना पड़ता है तो ऐसी स्थिति में किए गए भुगतान को प्रबन्धिका निविदादाता के रनिंग बिल अथवा सुरक्षा राशि में से घटाने हेतु स्वतंत्र होगी ।
- 13.10 निविदादाता को लागू नियमों के तहत हर तरह के नुकसान व भुगतान की भरपाई के लिये बीएचईएल प्रबन्धिका को एक Indemnity Bond भर कर देना होगा ।
- 13.11 किसी श्रमिक के साथ दुर्घटना होने पर उसे किसी भी तरह के क्षतिपूर्ति (Compensation) देने के लिये सारी जिम्मेदारी निविदादाता की होगी । बीएचईएल प्रबंधिका किसी भी तरह के भुगतान के लिये न तो जिम्मेदार होगा और न हीं बाध्य होगा ।
- 13.12 निविदादाता के हित में होगा कि वह अपने कर्मचारियों/ उपकरणों/ औजारों आदि के लिए 3rd Party Insurance करवा ले । बीएचईएल प्रबन्धिका किसी भी तरह की टूट फूट, नुकसान, दुर्घटना तथा चोरी आदि के लिये जिम्मेदार नहीं होगी ।
- 13.13 निविदादाता को अपने कर्मचारियों के प्रति कार्य के घंटे, अवकाश के दिन, साप्ताहिक अवकाश, छुट्टियां तथा ओवर टाइम आदि के लिये फैक्ट्री एक्ट के सभी नियमों का अनुपालन करना होगा । बिना लिखित आज्ञा के ओवर टाइम, रविवार अवकाश या किसी अन्य अवकाश के दिन कोई कार्य नहीं किया जायेगा ।
- 13.14 निविदादाता के पंजीकरण, कार्य के श्रमिकों के नियोजन, वेतन भुगतान व सभी देय भुगतानों के लिये वर्तमान में प्रचलित एवं भविष्य में लागू होने वाले केन्द्रीय/ राज्य कानूनी, नियमों, उप नियमों एवं प्रतिबन्धों आदि से सर्विस प्रोवाइडर पूर्णतः बाध्य होगा तथा अनुपालन न करने के कारण हुए किसी भी दण्ड का वह स्वयं जिम्मेदार होगा तथा इसके लिये बीएचईएल प्रबन्धिका किसी भी प्रकार की कोई भी क्षतिपूर्ति देने के लिये बाध्य नहीं होगी ।
- 13.15 निविदादाता को अपने श्रमिकों के वेतन का भुगतान बीएचईएल में संविदा श्रमिकों को देय वेतनमान (जो कि केन्द्र/ राज्य सरकार के वेतनमान से अधिक है) के अनुसार करना होगा ।
- 13.16 निविदादाता यदि किसी महिला कर्मचारी को नियुक्त करता है तो उसे महिला कर्मचारियों के लिये फैक्ट्री एक्ट के तहत लागू सभी कानूनों का अनुपालन करना होगा (क्रेच की सुविधा, प्रसूति अवकाश आदि) ।
- 13.17 निविदादाता को अपने कर्मचारियों के बैंक खाता मे वेतन का भुगतान हर माह की सात (07) तारीख से पहले करना होगा ।
- 13.18 निविदादाता को कार्य प्रारंभ करने से पहले गैर न्यायिक स्टाम्प पेपर पर एग्रीमेंट करना होगा ।

14. निविदादाता की उपयुक्ता [Eligibility Criteria]

14.1 निविदादाता का पी.एफ. (PF), ई.एस.आई.(ESI), वस्तु एवं सेवा कर (GST) आदि के लिये पंजीकरण होना चाहिये। यदि पंजीकरण उत्तराखण्ड राज्य का नहीं है तो कार्य आबंटन की दशा में, एक माह के अन्दर इन सभी का उत्तराखण्ड राज्य में पृष्ठांकन (Endorsement) करवाना होगा। ऐसा न करने पर आपके करार को रद्द किया जा सकता है।

14.2 निविदा खुलने की तिथि के दिन सीआरपीएसी में वैध पंजीकरण रहना चाहिए अथवा वैध चरित्र प्रमाण पत्र होना चाहिए।

14.3 वित्तीय वर्ष 2015-16 (Assessment Year-2016-17) का आयकर रिटर्न जमा करने के प्रमाण पत्र की छाया प्रति संलग्न करना होगा।

14.4 निविदादाता के पास आयकर विभाग द्वारा जारी पैन-नम्बर होना चाहिये जिसकी छाया प्रति संलग्न करना होगा।

14.5 निविदादाता वित्तीय रूप से सक्षम होना चाहिये, जिससे वह अपने कर्मचारियों के वेतन का भुगतान व अन्य खर्च वहन कर सके।

14.6 निविदादाता का निविदा के प्रत्येक पृष्ठ पर हस्ताक्षर एवं मोहर होना अति आवश्यक है।

14.7 निविदादाता द्वारा निविदा फार्म के साथ 200/- रुपये का बैंक ड्राफ्ट/ बी.एच.ई.एल. के केश विभाग में जमा नगद रसीद को निविदा फार्म के साथ लगाना अनिवार्य है | However, tender Fee shall be exempted for tender documents downloaded from website

14.8 निविदादाता द्वारा धरोहर राशि (Earnest Money) के रूप में बैंक ड्राफ्ट / बी.एच.ई.एल. के केश विभाग में जमा रसीद को निविदा फार्म के साथ जमा करना अनिवार्य है। However, EMD shall be exempted on submission of valid MSME / EM-II / NSIC certificate.

15. भुगतान (Payment):

15.1 निविदादाता द्वारा बनाये Monthly बिल को रिकार्ड से जाँच करके सक्षम अधिकारी द्वारा सत्यापित (Verify) किया जाएगा और पास करके भुगतान के लिए वित्त विभाग को भेज दिया जाएगा। प्रबन्धिका को अधिकार होगा कि निविदादाता द्वारा कोई देय राशि, यदि है तो इस बिल से काट लें।

15.2 यदि किसी कारण से किसी महीने निविदादाता के बिल का भुगतान नहीं हो पाता है तो निविदादाता की आर्थिक स्थिति ऐसी होनी चाहिए कि वह कम से कम तीन माह तक अपने कर्मचारियों के वेतन का भुगतान बिना किसी विघ्न के कर सकें।

GENERAL TERMS & CONDITIONS OF TENDER:

1. Definitions

In these general conditions of contract the following terms shall have the meaning hereby assigned to them except where the context otherwise requires:-

- (a) "**THE CONTRACT**" shall mean the notice inviting the tender and acceptance thereof and the formal agreement if any, executed between the Bharat Heavy Electricals Ltd., Heavy Electrical Equipment Plant, Haridwar and the contractor together with the documents referred to there in including these conditions, and any special conditions, specifications, designs, drawings etc. All these documents taken shall be deemed to form one contract and shall be complementary to one another.
- (b) The "**TENDER DOCUMENT**" means the form of tender as applicable with General and Special Conditions of contract, and the specifications and/or drawings as given to contractors for the purpose of preparing their tender including "Notice Inviting Tender".
- (c) The "**WORK**" means the work described in the tender documents in individual work order and/ or accompanying drawings and specifications as may be issued from time to time to the contractor by the Engineer-In-Charge in writing the power conferred upon them, including all modifications or additional works and obligations to be carried out either at the site or in factory, workshop or any other place as may be essentially required for the performance of the work.
- (d) The "**SITE**" means the land and/ or other place on into or through which the work is to be executed under the contract or any adjacent land, part or structure which may be allotted to or used for the purpose of carrying out the contract.
- (e) The "**CONTRACTOR**" shall mean the individual of firm or company whether incorporated or not, undertaking the work and shall include legal representatives of such individual or persons composing such firm or incorporated company or successors of such person, firms or company as the case may be and permitted assignee of such individual or firm or company.
- (f) The abbreviations" Engr/SE/ Dy.Mgr/ Mgr./ Sr.Mgr/ DGM/ Sr.DGM" means Engineer/ Senior Engineer/ Deputy Manager/ Manager/ Senior Manager/ Deputy General Manager/ Sr. Dy. General Manager respectively who will direct the contract.
- (g) The "**ENGINEER-IN-CHARGE**" means the Engineer/ Sr. Engineer or any other executive deputed by BHEL to supervise the work or part of the work on behalf of the First Party.
- (h) Accepting authority: As per BHEL Delegation of Power
- (i) "**APPROVED**" means the approval of directions of the Engineer/ Sr. Engineer or any other executive or person deputed by them for the particular purpose.

"Bharat Heavy Electricals Limited" hereinafter referred to as BHEL shall mean the Director / Resident Director/ Project Administrator / Other Administrator or other Administrative Officers of the said Company including the Project Officer, Executive authorized to invite tenders and enter into contract for works on behalf of the Company. BHEL means the Bharat Heavy Electricals Limited/ HEEP plant of the said Company at Ranipur, Hardwar.

- (j) The "**CONTRACT SUM**" means the sum accepted or the sum calculated in accordance with the prices accepted in tender and/ or the Contract rate as applicable to the contractor for the entire execution and full completion of the work.

Name of work: Supply and Distribution of 0.5 litre toned milk with 25 gram sugar per employee in all three shift.
NIT No: BHEL/HEEP/WEX-WCS/17-18/7539/20170038 DT.04.08.2017

- (k) The "**FINAL SUM**" means the actual amount payable under the contract by BHEL to the contractor for the entire execution and full completion of the work.
- (l) The "**TIME OF COMPLETION**" is the date or dates for completion of the work or any part of the work as set out in or ascertained in accordance with the individual work or the tender documents or any subsequent amendments thereto.
- (m) A "**WEEK**" means seven days without regard to the number of hours worked in any day in that week.
- (n) A "**DAY**" shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- (o) A "**WORK DAY**" means day other than that prescribed by the Negotiable Instruments Act, as being a holiday and consists of the number of hours of labour as commonly recognized by good employers in the trade, in the district where the work is carried out or as laid in the BHEL Rules and Regulations.
- (p) "**DEVIATION ORDER**" means any order given by the Engineer-In-Charge to effect an alteration, addition or deduction, which does not radically affect the scope and nature of the contract.
- (q) "**EMERGENCY WORK**" means any urgent measures which in the opinion of the Engineer-In-Charge become necessary during the progress of the work to obviate any risk of accident or failure or which become necessary for security.
- (r) "**PROVISIONAL SUM**" or "**PROVISIONAL LUMPSUM**" means a lump sum included by the BHEL in the work for which details are not available at the time of inviting tender.
- (s) "**PROVISIONAL ITEMS**" means items for which approximate quantities have been included in the tender documents.

2. Earnest Money Deposit

- (a) Vendor is required to deposit the EMD as specified in NIT.
- (b) EMD shall not carry any interest.
- (c) Modes of deposit:
The EMD may be accepted only in the following forms:
 - (i) Cash deposit as permissible under the extant Income Tax Act (before tender opening)
 - (ii) Electronic Fund Transfer credited in BHEL account (before tender opening)
 - (iii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer)
- (d) Forfeiture of EMD
EMD by the Tenderer will be forfeited as per NIT conditions, 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.
- (e) 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.
- (f) EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of award of work.

(g) EMD of successful tenderer will be retained as part of Security Deposit.

3. Security Deposit

(a) Successful vendor shall require to deposit security. 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.

(b) Modes of deposit:

The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:

i) Cash (as permissible under the extant Income Tax Act)

ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL

iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL

iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)

v) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)

(c) 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)

(d) The Security Deposit shall not carry any interest.

(e) Refund of Security Deposit

After completion of work awarded, provided always that the contractor shall first have been paid final bill and have rendered a "No Demand" certificate, the security deposit mentioned in condition above shall be refunded to the contractor as follows: 100% *shall be released after satisfactory completion of the work* duly verified by Site/Engineer-In-charge.

4. Commercial Terms

- Prices shall be quoted on "Firm Price" basis only.
- Validity of offer shall be for a minimum period of 120 days from the date of Tender Opening.

5. Special Conditions for MSME:

"MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed at Annexure -1 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.

Documents should be notarized or attested by a Gazetted officer.”

6. Arbitration

All disputes between the parties to the contract arising out of or relating to the contractor other than those for which the decision of the Engineer-In-charge / Accepting Officer or any other person is by the contract expressed to be final and conclusive, shall after written notice by either party to the contract, the other party be referred to the sole arbitration of DGM/Sr. Manager or any other officer of BHEL in his sole discretion unless the parties otherwise agree, such reference shall not take place until after the completion, alleged completion or abandonment of the work or the determination of the contract. The venue of arbitration proceedings will be at Hardwar. The arbitrator shall have the power to extend, from time to time, the time for making his award with the consent of the parties. The award of the Arbitrator shall be final, conclusive and binding on both the parties to the contract. Any matter arising out of or in connection with the agreement shall be under **jurisdiction of Hardwar court**. The Administrative Head of HEEP Unit of BHEL, Hardwar, shall appoint the Arbitrator. No person other than a person so appointed shall act as Arbitrator.

7. Risk Purchase Clause

In case of delays in supplies / defective supplies or non-fulfilment of any other terms & conditions given in the work order the purchaser/contracting executive may cancel the work order in full or part thereof and may also make the purchase of the material / service from elsewhere / alternative source at the risk and cost of supplier. Vendor/Contractor does not agree to above clause, their offer is liable to be rejected. In case any vendor/contractor accepts risk purchase clause initially and subsequently declines to honour the term in the eventuality of RISK PURCHASE, they may be banned for business with BHEL.”

8. Fraud Prevention Policy

The Bidder along with its associate / collaborators / 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 fraud or suspected fraud as soon as it comes to their notice”.

Fraud Prevention policy and List of Nodal Officers shall be hosted on BHEL website, vendor portals of Units / Regions intranet.

9. Suspension of Business Dealings with Suppliers/Contractors

Penal action can be initiated on the suppliers / Contractors in line with extant "Guidelines for Suspension of Business Dealings with Suppliers / Contractors". The abridged version of extant ‘Guidelines for suspension of business dealings with suppliers / contractors’ has been uploaded on <http://www.bhel.com> on “supplier registration page”.

10. Adoption of Integrity Pact

BHEL is committed to fostering the most ethical and corruption free environment and values its relationship with all Bidders, Contractors and Carriers. Conducting business in a transparent, fair and corruption free manner will go in a long way in making the Bidders and Contractors our partners in progress and to reinforce this belief. BHEL has already signed a memorandum of understanding with Transparency India International on adoption of Integrity Pact for all Major Tenders / Contracts. Integrity Pact first promoted by Transparency India International, an NGO, is a tool to ensure that activities and transactions between a company or government department and its Bidders / Contractors are handled in a fair, transparent and corruption free manner.

11. Damage & Loss to Private Property & Injury to Contract Employee

The Contractor shall at his own expense reinstate and make good to the satisfaction of BHEL and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the Contract and further the Contractor shall indemnify, the BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL where BHEL is a private person, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise.

12. Any offer without proper earnest money (if applicable), with any ambiguity, unsigned documents, unclear quotation and against the above instructions will be treated as invalid and will not be considered at all and the responsibility for the same will lie on the contractor.
13. Involvement in any undesirable activity by contractor or his workmen will be viewed seriously and attract strict action including cancellation of contract or debarring from tendering.
14. The contractor will have to protect the BHEL equipment and material from fire hazards or any other damages or loss.
15. Gate passes / tokens to be issued by the CISF unit shall have to be returned to the pass section of CISF after completion of work, failing of which recovery at the rate as applicable shall be made from the contractor.
16. No excuses for hindrance viz. jungle, extreme weather condition, non-availability of labor etc. will be entertained for not completing the work.
17. BHEL reserves the right to cancel the tender at any stage of tendering till signing of agreement without assigning any reason(s) thereof. The tender cost in that event shall not be refunded.
18. The contractor not completing the work as per site requirement & as directed by the Engineer in-charge, action, as deemed fit will be taken including debarring for the issue of further NIT's.
19. Contractor found or reported for non-compliance of the legal obligations during the execution of the contract, shall be debarred from the issue of NITs for at least 01 year or till the proof of compliance is produced.
20. Any damage/ injury to man/ material during the work shall be the responsibility of the contractor.

- 21.** The contractor shall maintain the following during the execution of contract, as applicable:
 - i) P.F. code (if applicable) and abide by the relevant laws & rules.
 - ii) E.S.I. code (if applicable) and abide by the relevant laws & rules.
- 22.** The contractor shall pay the minimum wages to his workmen applicable from time to time as per rule / act.
- 23.** Contractor shall maintain the muster roll, wages payment register and all other records applicable as per labor laws.
- 24.** In case of non-compliance of any of the labor laws as per act by the contractor, will be responsible for expenses / liability occurring / accruing on BHEL on a/c of above including expenditure on legal proceedings. All such expenses shall be recoverable from the contractor from any of his running contracts with BHEL or any contract entered thereafter.
- 25.** The contractor shall not employ a worker less than 18 years of age on the premises of BHEL or otherwise during execution of his work.

(Un-Priced Price Bid Format)

(Not to be filled. However this is to be signed and submitted with Techno-commercial Bid)

Name of work: Supply and Distribution of 0.5 litre toned milk with 25 gram sugar per employee in all three shift.

NIT No: BHEL/HEEP/WEX-WCS/17-18/7539/20170038 DT.04.08.2017

Estimated cost: Rs.4,88,244.00(Including Taxes)

Date of Opening of tender: 25.08.2017

| क्रम संख्या | कार्य (Activity Description) | मात्रा व ईकाई (Qty &Unit) (No of employees in a year) | निविदादाता द्वारा दूध एवं चीनी प्रति कर्मचारी उपलब्ध कराने की दर (दर प्रति ईकाई रूपये मे) | | वस्तु पर GST की दर (%) |
|-------------|--|--|--|----------------------|------------------------|
| | | | अंको में (In Figure) | शब्दो में (In words) | |
| 1 | Supply and Distribution of 0.5 litre toned milk with 25 gram sugar per employee in all three shift | 18300 Nos. | NIL | NIL | |

नोट:

- सर्विस प्रोवाइडर द्वारा ½ लीटर/ (500ml) ताजा दूध (single टॉड) पोली पैक एवं 25 ग्राम चीनी प्रति कर्मचारी, दिशा निर्देश में दिये गये दूध के ब्रांडों में से किसी एक ब्रांड को स्वयं उपलब्ध करा कर स्वयं या अपने कर्मचारी द्वारा तीनों पारी में वितरण कराना ।
- अनुमानित मात्रा (प्रतिवर्ष) दूध-9150.00 ली. चीनी-457.500 कि.ग्रा.
- निविदादाता सभी तरह के टैक्स सहित दर लिखे। उपरोक्त दरें लेबर के भुगतान सम्बन्धी सभी **element** जैसे वेज, पी.एफ,ई.एस.आई, छुट्टी तथा बोनस सहित होंगी।
- दूध -चीनी आपूर्ति प्रतिदिन मांग के अनुसार करनी होगी। दरें भरते समय यह सुनिश्चित कर लें कि दरों मे वाहन व्यय आदि का समावेश कर लिया गया है अलग से,वाहन व्यय का भुगतान नहीं किया जायेगा।
- ताजा दूध:- Supplied milk should be before expiry date.

Check List for Tenderer

| S. No. | Details of Criteria | Yes/No | Please fill the Detail / Remarks / Reference of documents attached in support of each point |
|--------|---|--------|---|
| 1 | Tender Fees | | |
| 2 | EMD | | |
| 3 | Ink Signed & stamped on each page of Techno-commercial bid | | |
| 4 | Ink Signed & Stamped on each page of supporting Document | | |
| 5 | Ink Signed & Stamped on both sides of Techno-commercial Bid and Supporting documents if print / photocopy has been taken on both sides of the paper | | |
| 6 | Price Bid (Part-II) kept in a separate envelope | | |
| 7 | MSME Documents (if applicable) notarized or attested by a Gazetted officer | | |
| 8 | Valid Competency Certificate as per PQR enclosed | | |
| 9 | Copy of GST Certificate | | |
| 10 | Copy of PAN card | | |
| 11 | Copy IT return Financial Year 2013-14,2014-15,2015-16 (respectively Assessment Year-2014-15,2015-16 and 2016-17) | | |
| 12 | Copy of PF Certificate | | |
| 13 | Copy of ESI Certificate | | |

घोषणा

1. मैंने/ हमने कार्य के सभी नियमों/ शर्तों/ अनुबंधों इत्यादि को भली प्रकार पढ़ कर समझ लिया है तथा मैं/ हम इनके पूर्णतः पालन करने के लिए प्रतिबद्ध हूँ/ हैं तथा पूर्ण सहमति पर यह हस्ताक्षर कर रहा हूँ/ कर रहे हैं।
2. उक्त जानकारी के अलावा यदि कार्य सम्बन्धित कोई भी जानकारी मुझसे/ हमारे से मांगी जाती है तो मैं/ हम उसे पूर्ण रूप से तुरंत उपलब्ध कराने के लिए प्रतिबद्ध हूँ/ हैं।
3. मैं/ हम यह घोषणा करता/ करते हूँ/ हैं कि इस निविदा के साथ समस्त संलग्न दस्तावेज एवं सूचनाएँ सही हैं तथा इनमें कुछ भी छिपाया या परिवर्तित नहीं किया गया है। असत्य, मिथ्या अथवा परिवर्तित होने पर बीएचईएल मेरे/ हमारे ऊपर बिना किसी पूर्वाग्रह के समुचित समझी गई कार्यवाही करने के लिए स्वतंत्र होगी।

UNDERTAKING:-

The contractor/bidder shall sign the undertaking as below:-

1. I/We have carefully perused all the terms and conditions of the tender, NIT including special conditions mentioned in the tender before quoting the offer and I/we commit to abide by them in toto. I/ we have read BHEL General Conditions of Contract and agree to abide by the same.
2. I/We shall abide by and fulfill the requirement of all the statutory obligations in respect of EPF, ESI, labour license and all other provisions of labour laws applicable to me/us and maintain muster roll, payment register and all other registers/ records as applicable and produce the same to BHEL officials or statutory authorities whenever desired.
3. I/ We shall abide by the GST Act/ Rules/regime as applicable.
4. I/ we shall decide the number of employees to be deployed for execution of the work and give instruction to my/ our employees. BHEL will have nothing to do or be concerned with the employment of my/ our employees.
5. I/ we shall provide employment card / identity with photograph duly verified and attested by me/ us to my/ our employees.
6. I/ we shall ensure payment of ESI contribution under ESI Act, 1948 and provide ESI membership card to each of my/ our employees.
7. I/We shall pay minimum wages as applicable from time to time including leave with wages to my/ our workers as per rules /act.
8. In case of non-compliance of any of the statutory obligations, labour laws by me/us, I/we shall be responsible for all expenses/ liability occurring /accruing on BHEL because of this including all expenditure on legal proceedings. All such expenses shall be recoverable from any of my/ our running contract with BHEL or any contract entered thereafter.
9. I/ we shall maintain valid labour license throughout the period of contract (As applicable).

Annexure#1

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 year as 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

Part-II
(Price Bid Format)
दर का विवरण

Name of work: Supply and Distribution of 0.5 litre toned milk with 25 gram sugar per employee in all three shift.

NIT No: BHEL/HEEP/WEX-WCS/17-18/7539/20170038 DT.04.08.2017

Estimated cost: Rs.4,88,244.00(Including Taxes)

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- ताजा दूध:- Supplied milk should be before expiry date.