

BHARAT HEAVY ELECTRICALS LIMITED

INDUSTRY SECTOR, INTEGRATED OFFICE COMPLEX, ISPAT BHAWAN,
LODHI ROAD, NEW DELHI-110003



TENDER DOCUMENTS

FOR

**JOB CONTRACT FOR SECRETARIAL SERVICES AT BHEL, LODHI
ROAD, NEW DELHI/ADVANT BUILDING, SECTOR-142, NOIDA**

TENDER SPEC. NO.: ID/HR/A041/CW/2015

DATED: 16.10.2015

BHEL, INDUSTRY SECTOR
LODHI ROAD, NEW DELHI-110003

INDEX

Sl. No.	Description	No. of Pages	Pages From-To
1.0	Notice Inviting Tender	08	01-08
2.0	Pre-Qualifying Requirements	02	09-10
3.0	Procedure for submission of sealed Tenders	02	11-12
4.0	Term and Conditions of contract	18	13-30
5.0	Annexure A to F	06	31-36
6.0	Bill of Quantity cum rate schedule (Annexure-G)	01	37
7.0	Format for E Payment	01	38
8.8	Enclosure I , II & III	03	39-41





BHARAT HEAVY ELECTRICALS LIMITED
INDUSTRY SECTOR, INTEGRATED OFFICE COMPLEX, ISPAT
BHAWAN, LODHI ROAD, NEW DELHI-110003

e-mail:- krl@bhel.in

NOTICE INVITING TENDER

REF.: ID/HR/A041/CW/2015

DATE: 16.10.2015

**SUB: JOB CONTRACT FOR SECRETARIAL SERVICES AT BHEL, LODHI ROAD, NEW DELHI
/ADVANT BUILDING, SECTOR-142, NOIDA**

Dear Sirs,

1. Sealed tenders are invited for the following:

NAME OF WORK	EARNEST MONEY DEPOSIT (Rs.)	TENDER SUBMISSION DATE AND TIME	TENDER OPENING DATE & TIME
Job contract for Secretarial Services at BHEL, Lodhi Road, New Delhi/ Advant Building, Sector-142, Noida	Rs. 2,00,000/- (In form of DD or Pay Order)	09.11.2015 15.00 hrs.	09.11.2015 15.30 hrs. (Technical bid only) and Price bid opening/ RA date will be intimated later to Techno commercially acceptable parties

2. ADDRESS FOR SUBMISSION AND OPENING OF TENDER:

KRIPA RAM LEHKARA,
DY.GENERAL MANAGER (HR-RB)
BHARAT HEAVY ELECTRICALS LIMITED,
INDUSTRY SECTOR, ISPAT BHAWAN, INTEGRATED OFFICE COMPLEX
LODHI ROAD, NEW DELHI-110003
PHONE NO. 011-41793354, FAX : 011-24367749, 8826688898

E-mail: krl@bhel.in

3. The prospective tenderers who have downloaded the tender documents from our website are requested to send their acknowledgement and willingness to participate in the tender to the undersigned, through fax or email.

Page 1 of 41

4. Offers should be strictly in accordance with the Tender Specifications and General Instructions to Tenderer enclosed herewith.
5. BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the tenderers. This will be decided after techno-commercial evaluation. All tenderers to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

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

6. **Price to be filled strictly as per "Bill of Quantity cum Rate Schedule enclosed. Change in Proforma is not allowed.**
7. No revision of prices will be entertained after tenders are opened.
8. Clarifications, if any, can be obtained from the undersigned but such requests should be submitted well before the due date for submission of tenders. Due date for submission and opening of tenders will not be extended on such grounds. The onus of getting the reply to the query will be on the tenderer and BHEL shall be in no way responsible for any consequences financial or otherwise due to non-settlement of the same.
9. In case any typographical error/ other clerical error is noticed by the tenderers in the tender documents, the same must be pointed out and got clarified before submission of offer or else, BHEL's interpretation shall be final and binding on the tenderers.
10. BHEL desires to have a job contract for Secretarial Services in the offices of BHEL ,Lodhi Road, New Delhi and Advant Building, Sector-142, Noida, as per detailed scope of services mentioned in Annexure – E
11. Tender Enquiry No. & due date must be legibly super scribed on all the envelopes.
12. Tenders shall be received and opened on the due date and time as mentioned above in the presence of tenderers or their authorized representatives who may like to be present. (Respective representative/s must bring authorization letter with them from their agency)
13. BHEL shall be under no obligation to accept the lowest or any other tender and shall be entitled to accept, reject any tender in part or full without assigning any reason whatsoever.
14. Late tenders are liable to be rejected.
15. Quotation should be valid for at least four months from date of tender opening.
16. No overwriting/ correction in the price bid by the tenderers shall be allowed. However, if correction is unavoidable, the same must be dully signed by authorized signatory.



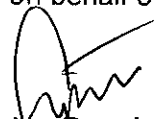
17. BHEL will not be responsible for the postal delay / mutilated tenders under any circumstances for non-receipt of Tenders/submission of filled in tender documents by due date & time.
18. Tender should be submitted along with covering letter of the tenderer and duly signed on each & every page of the tender document, Techno-Commercial Bid and Price Bid etc. The tender covering should be proper to avoid any mutilation due to rains etc. BHEL will not be responsible for such tenders.
19. No information contained in any of our documents, in full or part, shall be shared with any third party under any circumstances.
20. Offers will be scrutinized based on the qualifying requirements and only those who are technically and financially capable to execute the Job and who fulfil the Pre-Qualifying Requirements (PQR) are eligible to quote against the above NIT. Decision of BHEL shall be final and binding on the Tenderers.
21. In case any adverse information is received concerning performance, capability or conduct of the tenderers after issue of tender enquiry, BHEL reserves the right to reject the offer at any stage as deemed fit.
22. In case an offer is not being submitted by the prospective tenderers against this tender, they may send their "regret" letter to this office, for information.
23. In case the Proprietor, Partner or Director of the Company / Firm submitting the Tender, has any relative or relation employed in BHEL, the authority inviting the Tender shall be informed of the fact as per specified format, along with the Offer. Failing to do so, BHEL may, at its sole discretion, reject the tender or cancel the contract and forfeit the Earnest Money / Security Deposit.
24. Details of qualifying work(s) executed by the tenderers will be forwarded to the principal employer for verification of the work with respect to completion, commencement & completion date and value of the work executed. Performance feedback of the tenderers may also be sought from the principal employer.
25. Tenderers must note that any false information / data or any suppression of facts will disqualify them even at a later stage also. The Tenderers will have to deploy trained and efficient work force for the above job contract. In this connection, the tenderer has to maintain a register for their record etc. and made available to BHEL / Statutory authorities as & when needed.
26. The Contractor shall confirm that he shall abide by and is willing to execute the above mentioned services on Job Contract basis strictly in accordance with the terms and conditions of this tender document and the BHEL in turn also agrees to engage the Tenderer accordingly with effect from the date of award by entering into an Agreement. Successful tenderer shall have to execute Contract Agreement on a non- Judicial Stamp Paper of ₹100/- at New Delhi.
27. The tenderer shall deemed to have visited the site and studied the specifications and details of job / services to be done in the desired manner and to have acquainted themselves of the conditions prevailing as on date in the respective premises.



28. Tenders should strictly be in accordance with the terms & conditions of the Tender enclosed herewith. Any deviations shall be listed out separately. The Tenderer should accept all terms & conditions of the tender unconditionally.
29. Tenders with deviations from terms and conditions are likely to be rejected.
30. BHEL reserves the right to accept or reject any of the tender / all tenders with or without deviation or cancel / withdraw the invitation for bid without assigning any reason whatsoever and in such case no tenderer shall have any claim arising out of such action by BHEL.
31. All corrigenda, addenda, amendments and clarifications to this Tender will be hosted on web page, www.bhel.com and not in the newspaper. Tenderers shall keep themselves updated with all such amendments.

Thanking you,

Yours faithfully,
For and on behalf of BHEL,



(Kripa Ram Lehkara)
Dy. General Manager (HR-RB)

TO BE FILLED BY TENDERER

Certified that General Instructions and Information for tenderer have been read/ complied/ agreed to and each page of tender offer has been initialled and stamped.

(Signature of Tenderer)

Name and Designation of Authorised person (s)

Signing the tender on behalf of the tenderer.

A handwritten signature in black ink, consisting of a large, stylized capital letter 'A' followed by several loops and a final upward stroke.

GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION (RA)

Against this enquiry for the subject job contract with detailed scope of as per enquiry specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable tenderers only shall be eligible to participate.
2. Those tenderers who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit 'online sealed bid' in the Reverse Auction. Non-submission of 'online sealed bid' by the tenderers for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the tenderers the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Tenderers have to fax the Compliance form (annexure IV) before start of Reverse auction. Without this, the tenderers will not be eligible to participate in the event.
7. In line with the NIT terms, the tenderers has to quote total Price inclusive of all taxes and duties except service tax for the subject work in Indian Rupees (INR), which is to be worked out as per the BOQ (Rate Schedule) given in tender enquiry and subsequent changes made, if any.
8. Evaluation will be done on total value of the work bid.
9. Reverse auction will be conducted on scheduled date & time.
10. At the end of Reverse Auction event, the lowest tenderers value will be known on auction portal.
11. The lowest tenderers has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.



12. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.
13. Tenderers shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Tenderers should acquaint themselves of the „Business Rules of Reverse Auction“ , which will be communicated before the Reverse Auction.
14. If the Tenderers or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other tenderers, action as per extant BHEL guidelines, shall be initiated by BHEL and the results of the RA will be scrapped/ aborted.
15. The Tenderers shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
16. In case BHEL decides to go for reverse auction, the H1 tenderers(s) (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.



Authorization of representative who will participate in the on line Reverse Auction Process:

1	NAME & DESIGNATION OF OFFICIAL	
2	POSTAL ADDRESS (COMPLETE)	
3	TELEPHONE NOS. (LAND LINE & MOBILE BOTH)	
4	FAX NO.	
5	E-MAIL ADDRESS	
6	NAME OF PLACE / STATE / COUNTRY, WHEREFROM S/HE WILL PARTICIPATE IN THE REVERSE AUCTION	



BHARAT HEAVY ELECTRICALS LIMITED
Industry Sector, Integrated Office Complex, Lodhi Road, New Delhi-
110003

PRE-QUALIFYING REQUIREMENTS

Tender Ref. No.: ID/HR/A041/CW/2015

Date: 16.10.2015

**SUB: TENDER FOR RATE CONTRACT FOR SECRETARIAL SERVICES AT BHEL
LODHI ROAD, NEW DELHI/ ADVANT BUILDING, SECTOR-142, NOIDA.**

Sealed Tenders (Under two part bid system) are invited from competent tenderers for Rate contract for Secretarial Services at BHEL, Lodhi Road, New Delhi/ Advant Building, Sector-142, Noida. Only those who are technically and financially capable to execute the Job and who fulfil the Pre-Qualifying Requirements [PQR] given under are eligible to quote against the above NIT. Tenderers should submit their offer in a sealed envelope as per the procedure specified in tender documents. The PQR of contractor for tender submission shall be as under:

- A. Tenderers should have a minimum average annual turnover of **Rs. 48 lacs** for last three fin. Years (2012-13, 2013-14 & 2014-15) and should submit audited balance sheet and Profit & Loss Account Sheet of these years. In case audited balance sheet is not available due to turnover being less than statutory requirement of audit, tenderers should furnish self-certified copies of Balance Sheet, Profit & Loss account along with income tax returns of these years.
- B. Tenderers should have successfully executed similar job (ref note 1 & 2 below) during last seven years ending 31.03.2015. Tenderers should produce certification/proof in support of execution of similar package from user/end user and should be either of the following:
- i. **Three similar jobs executed costing (except service tax) not less than Rs. 65 lacs each**
- OR
- ii. **Two similar jobs executed costing (except service tax) not less than Rs. 81 lacs each.**
- OR
- iii. **One similar job executed costing (except service tax) not less than Rs. 1.29 Crore**
- C. Tenderers should have earned profit in at least one year during last three financial years.



NOTE:

1. **Similar job shall mean: Providing Secretarial Services, computer operator, Office Assistant and Housekeeping, attendant / messenger services, upkeep & maintenance services, cook, etc. at office premises / guest houses / residential townships / hotels/ hospitals/ commercial institutional complex like metro stations/ airports/ factories etc. with any Central Govt. State Govt. / PSUs / Public Limited Company / Private Limited Company.**
2. **The word 'executed' means the tenderers should have achieved the criteria specified in the PQR even if the total contract has not been completed or closed.**
3. If the qualifying work is executed in the last seven years period, as specified above, even if it has been started earlier, the same will also be considered meeting the qualifying requirements.
4. The tenderers shall submit the Contract Agreement/ Work Order/LOI, BOQ and performance/ completion/ execution certificate issued by Customer/ Contractor along with technical bid.
5. Consortium/ JV bidding is not allowed.
6. BHEL reserves the right to:
 - (a) Accept or reject any bid received at its discretion without assigning any reasons whatsoever.
 - (b) Postpone the above mentioned date, split and distribute the work among more than one tenderers without assigning any reason whatsoever.
 - (c) May ask for further qualification during techno commercial scrutiny of bids received.
 - (d) May ask for further proofs including TDS certificates/ Final bill/ payment detail for the said job for cross- verification.
7. BHEL shall not be responsible for any delay, loss, damage for bids sent by post.
8. BHEL shall not be liable for any expenses incurred by tenderers in preparation of bid irrespective of whether it is accepted or not.
9. Quotations received from tenderers who do not fulfil the PQR shall be summarily rejected without any further evaluation and information to tenderers.
10. Canvassing i.e. soliciting favour, seeking advantage etc. in any form is strictly prohibited and any tenderers found to have engaged in canvassing shall be liable to have his bid rejected summarily.
11. If the tenderers deliberately gives any wrong information in his tender to create in circumstances for the acceptance to his bid, BHEL reserves the right to reject such application.



12. All corrigenda, addenda, amendments and clarifications to this Tender will be hosted in web page, www.bhel.com and not in the newspaper. Tenderers shall keep themselves updated with all such amendments.

PROCEDURE FOR SUBMISSION OF TENDERS

1. The tender is to be submitted as required in two parts in separate sealed covers **prominently superscribed as Part-1 "Techno-commercial Bid" & Part-2 "Price Bid"** and also indicating on each of the covers the tender number and due date and time as mentioned in the tender document. Envelope of Part-1 "Techno-commercial Bid" shall contain documents required in PQR and clause 4.0 below and Part-2 "Price Bid" shall contain price bid duly quoted in the **Price format (Annexure-F)**. A third sealed cover shall contain required amount of EMD and shall be super scribed as EMD. These three separate covers 1, 2 and 3 shall together be enclosed in fourth envelope and this sealed cover shall be superscribed with tender number / numbers and due date. Tenders submitted without EMD are liable to be rejected. Check list (enclosed) shall be placed inside the fourth envelope.
2. In the Price Format (**Annexure-F**), tenderers may give their quote in each box where 'Q' is mentioned for different category. No space where 'Q' is mentioned shall be left blank by the tenderers while submitting the price format along with Techno-commercial bid. In the Price bid envelope proper quoted amount in each box where 'Q' is mentioned shall be submitted.
3. Envelope No. 3 containing EMD will be opened first and after due verification of EMD as per NIT, the Part - 1 of the tender will be opened next and evaluated afterwards. Tenderers who qualify in Techno-commercial unpriced Bid (Part – 1) will only be considered for opening of Price Bid (Part – 2). The unsuccessful tenderers will be intimated through email for rejection in the technical bid. BHEL will finalize successful tenderer by opening of sealed price bid/ conducting reverse auction. Date of opening of sealed Price Bid/ reverse auction will be intimated separately to the Tenderers who qualify in the Techno-Commercial bid.
4. **Documents required:-**

The Tenderers should submit documents in support of possessing Pre-Qualifying requirements as under, duly certified and stamped by their authorized signatory:

- a. Copy of **income tax return** of previous three years and **work orders** and/or **completion certificates** in support of the qualifying criteria mentioned at PQR with covering letter / indexing of the same. Tenderer shall also submit covering letter with calculation of average financial turnover of previous three years and description of jobs executing / executed in support of PQR.
- b. Audited balance Sheet, Profit & Loss A/c for last three years as mentioned in PQR and duly certified by authorized Representative/Signatory.



- c. Tenderer has to submit a copy of registration certificate of PAN No, ESI Registration No. & Service Tax No.
- d. Un-priced price bid format duly signed by the tenderer shall be submitted along with Techno-commercial bid by mentioning 'Q' in the column where quote is to be offered by the party in the BOQ.
- e. A copy of tender document duly signed on each and every page shall be submitted along with Techno-commercial bid as a token of unconditional acceptance of all terms & conditions as stipulated in the tender document.
- f. Tenderer has to submit the No Deviation Certificate & Declaration Certificate duly signed in the format mentioned in Annexure 'A' & Annexure – 'B' respectively.
- g. Tender has to be submitted with contact address and e-mail ID etc. duly filled and signed as placed at Annexure - C
- h. Tender has to be submitted with the check List duly filled and signed as placed at Annexure -D.
- i. Tenderer has to submit the declaration regarding relation in BHEL duly signed in the format mentioned in Annexure- F
- j. Tenderer has to submit the e-payment detail duly signed by authorised person of tenderer and detail should be verified by Bank as per the format provided in NIT. The tenderer should also enclose an original cancelled cheque leaf.
- k. In case of non-submission of any documents as mentioned vide Sl.No. (a) to (j) above, the tender is liable for rejection.
- l. Enclosure I, II and III are formats to be filled up by successful tenderer for the manpower.



BHARAT HEAVY ELECTRICALS LIMITED
INDUSTRY SECTOR, LODHI ROAD, NEW DELHI-110003

**GENERAL TERMS AND CONDITIONS OF CONTRACT
FOR
SECRETARIAL SERVICES**

A handwritten signature in black ink, consisting of a large, stylized 'A' followed by a series of loops and a final upward stroke.

GENERAL TERMS & CONDITIONS OF TENDER

1.0 GENERAL TERMS AND CONDITIONS

- 1.1 Tenderers are requested to go through the scope of services and get fully acquainted with the scope of services required for the said work premises and get their doubts clarified regarding the above job before submitting the tender.
- 1.2 All documents submitted by the Tenderer in his tender shall be accompanied with a covering letter giving index interlinking all the documents.
- 1.3 Tenderers must note that any false information / data or any suppression of facts will disqualify them even at a later stage also. The tenderer will have to deploy trained and efficient work force for the above job contract. In this connection, the tenderer has to maintain a register for their record etc. and made available to BHEL/Statutory authorities as & when needed.
- 1.4 The tenderer shall confirm that he shall abide by and is willing to execute the services mentioned in NIT on Job Contract basis strictly in accordance with the terms and conditions of this tender and the BHEL in turn also agrees to engage the tenderer accordingly with effect from the date of award by entering into an Agreement.
- 1.5 BHEL will have nothing to do or be concerned with the employment of employees working for the tenderer. All laws governing the employment of manpower shall be adhered by the tenderer and BHEL shall be only a service receiver from the tenderer. The relationship between the tenderer and BHEL will be that of independent entities and nothing herein contained will amount to joint venture, partnership or employee-employer relationship.
- 1.6 The tenderer or/and his representative should be available in the office premises to closely monitor the services under the job contract, sort out issues arising in execution of the contract and to ensure proper conduct and discipline by his team of workforce, while performing their duty at BHEL premises.
- 1.7 The tenderer shall be fully responsible for the timely payment of consolidated wages, VDA, Misc. additional Allowances, Bonus, PF, ESI or any other benefits payable under the labour laws and acts. The tenderer shall be liable for full knowledge of labour laws and acts and any implication arising out of ignorance, wilful default or otherwise to any act/ law shall be borne by the tenderer. Laws and regulations to the workforce engaged by him at the work premises of the BHEL. Tenderer 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 BHEL shall not be responsible for these payments or any other liability on this account. The tenderer shall also indemnify and compensate the BHEL for any liability incurred by the BHEL, if any, including costs incurred thereon. In that event the BHEL shall be entitled to recover the amount so paid, from the tenderer, including forfeiture of the Security Deposit; and,



and, if the sum so payable and / the Security Deposit is less than the BHEL's claim, it shall be lawful for the BHEL to recover the balance amount as a debt from the tenderer.

2.0 EARNEST MONEY DEPOSIT

- 2.1 "Every Tender must be accompanied by the Earnest Money Deposit as specified in NIT in cash (as permissible under Income Tax Act), Pay order or Demand Draft only"
- 2.2 Demand Draft or Pay Order: From State Bank of India/ Nationalized Banks in favour of Bharat Heavy Electricals Limited, payable at New Delhi.
- 2.3 Tenders received without Earnest Money in full or in the manner prescribed above will not be considered.
- 2.4 In the case of unsuccessful tenderer the Earnest Money will be refunded after acceptance of award of work by the successful tenderers.
- 2.5 BHEL reserves the right of forfeiture of Earnest Money Deposit in case the successful tenderer:
- (i) After opening of tender, revokes / withdraw his tender within the validity period revises / alters his earlier quoted rates / conditions.
 - (ii) Fails to communicate unqualified acceptance of Letter of Intent within fifteen days from the date of issue of Letter of Intent.
 - (iii) Fails to provide manpower/ service within specified time as per NIT conditions/ as per instruction of BHEL official.

3.0 SECURITY DEPOSIT:

- 3.1 Upon acceptance of tender, the successful tenderer must deposit the security Deposit before commencement of work. The rate of Security Deposit will be as below:

Work upto 10 Lakhs	:10%
Above 10 Lakhs upto 50 Lakhs	: 1 Lakh +7.5% of the amount exceeding 10 Lakhs.
Above 50 Lakhs	4 Lakhs + 5 % of the amount exceeding 50 Lakhs.

- i) Cash (as permissible under the Income Tax Act).
- ii) Pay Order, Demand Draft in favour of BHEL.
- iii) Local cheques of scheduled banks / nationalized banks, subject to realization.



- iv) Bank Guarantee from Nationalized banks / scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should be as per Proforma (Attached) for BG for Security deposit.
- v) Fixed Deposit receipt issued by Scheduled Bank / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the tenderers, A/C BHEL, duly discharged on the back.
- vi) Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit should be collected before start of the service/ work and the balance 50% may be recovered from the running bills.
- vii) EMD of successful tenderer can be converted into security deposit if desired by the tenderer and balance amount of security deposit will have to be deposited as per clause No. 3.1 (i) to (vi).
- viii) The security deposit shall not carry any interest.
- ix) Security deposit shall not be refunded to the tenderers except in accordance with the terms of the contract.

Note: 1) Acceptance of Security Deposit against Sl. No. (v) Above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, 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.

2) The BG shall be submitted only through the Banker and direct submission by the party will not be accepted. Along with the BG, the Bank shall also furnish a letter of confirmation (as per prescribed format).

3) The validity of the Bank Guarantee furnished towards Security Deposit under (iv) above shall be up to three months more than the period of completion of work/service as stipulated in the LOI and the same will be kept valid by proper renewal till the completion of the work.

3.2 If the value of the service/ work done at any time exceeds the accepted agreement value, Security Deposit shall be correspondingly enhanced and the extra Security Deposit shall be immediately deposited by the tenderers or recovered from the payments due to him.

3.3 The successful tenderers shall submit unconditional acceptance to the LOI within 15 days of the issue of the same. In case the tenderers fails to convey unconditional acceptance or to initiate work as per requirement, it may lead to forfeiture of EMD and cancellation of the award of work. However, the work order shall be issued only after submission of security deposit as per clause 3.0.

3.4 BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the tenderers's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of the contract. BHEL reserves the right to set off the Security Deposit, against any claims of any other contracts with BHEL.

3.5 RETURN OF SECURITY DEPOSIT: If the tenderers duly performs and completes the



work in all respects to the entire satisfaction of BHEL and presents an absolute "No demand certificate" in the prescribed form and returns properties belonging to BHEL, taken, borrowed or hired by him for carrying out the said works, Security Deposit will be released to the tenderers after deducting all costs, expenses and other amounts that are to be paid to BHEL under this contract or other contracts entered into with the tenderers. It may be noted that in no case the Security Deposit shall be refunded/released prior to passing of final bill.

- 3.6 No interest shall be payable by BHEL on Security Deposit or on any money due to the tenderers.

3.7 CONDITIONS FOR ACCEPTANCE OF BANK GUARANTEES

Tenderers are advised to obtain Bank Guarantee preferably from any of the following BHEL consortium banks

Sl. No.	Nationalised Bank		Nationalised Bank
1	Allahabad bank	19	Vijaya Bank
2	Andhra bank		Public Sector Banks
3	Bank of Baroda	20	IDBI
4	Canara Bank		Foreign bank
5	Corporation bank	21	CITI Bank N.A
6	Central bank of India	22	Deutsche Bank AG
7	Indian Bank	23	The Hongkong and Shanghai Banking Corporation Limited
8	Indian Overseas Bank	24	Standard Chartered Bank
9	Oriental bank of Commerce	25	The Royal Bank of Scotland N.V.
10	Punjab National Bank	26	J P Morgan
11	Punjab & Sindh Bank		Private bank
12	State Bank of India	27	Axis Bank
13	State Bank of Hyderabad	28	The Federal Bank Limited
14	Syndicate Bank	29	HDFC
15	State Bank of Travancore	30	Kotak Mahindra Bank
16	UCO Bank	31	ICICI
17	Union Bank of India	32	Indusind Bank
18	United Bank of India	33	Yes Bank

Conditions for acceptance of Bank Guarantees from Banks outside BHEL's consortium shall be as below:

The Bank Guarantees of all Public sector banks can be accepted (in addition to consortium banks)

The Bank Guarantees of Co-operative banks shall not be accepted.

Bank Guarantees of other than consortium bank and public sector bank can be accepted subject to an overall exposure limit (at New Delhi) of Rs. 10 crores for banks with networth of more than Rs. 500 crores as on last balance sheet date and Rs 5 crores for banks with net worth between Rs. 350 to Rs 500 crores (A certificate and copy of latest Balance Sheet to be given by the Bank at the time of submission of Bank Guarantees).

In case of private sector banks a clause to be incorporated in the text of Bank Guarantee that it can be enforceable by being presented at any branch of the bank.

In case of foreign tenderers the bank guarantees issued by foreign banks may be confirmed by our consortium bank in India.

In case of Bank Guarantees given by Non-Consortium banks (Private sector or Public sector), the Bank Guarantees are to be enforceable in New Delhi/ Noida.

4.0 VARIATION

4.1. PRICE VARIATION

The Price quoted will be adjusted on the **following**:

- (i) Change in Minimum Wages including VDA as notified by Govt. of Respective States or NCT New Delhi, as applicable from time to time.
- (ii) Any changes in PF / ESI contribution of employer's portion and any other amount which becomes payable due to changes in Labour Law.
- (iii) Any variation which becomes payable to workforce due to enactment of any Law/Regulation to the workforce as notified by the state authority.

Once the contract is entered, the agreed sum will not vary on any account what so ever the reason except for reasons mentioned above. However, the agreed profit/ service charge shall not be subject to revision.

4.2. QUANTITY VARIATION

The quantities of manpower mentioned in the tender are indicative only and quantity and the total contract value on account of quantity variation can vary from +/- 30% of the cumulative awarded tender value. Further, there shall be no compensation for any reduction in the overall contract value.

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

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

5.0 FINALIZATION OF RATE CONTRACT AND ALLOCATION OF JOB:



The rate contract will be awarded for entire quantity to one party on overall L1 basis.

6.0 EVALUATION CRITERIA:

Evaluation of the tender shall be done based upon lowest quoted Service Charges in % (Percentage) of Sl. No. 5 at "Q" of Annexure-G "Price Format"

7.0 CONTRACT VALUE

The contract value shall be worked out based on the percentage service charge as quoted by tenderers. Service charge (in percentage) as quoted by the tenderers should be inclusive of all taxes except service tax.

8.0 DISCREPANCIES AND ADJUSTMENT OF ERRORS:

8.1. If on check, differences are found between the service charges in % given by the tenderers in words and figures in the schedule of quantities and general summary, the same shall be adjusted in accordance with the following rules :

- a) If there is a discrepancy between words and figures, the text in words shall prevail.
- b) If there is such discrepancy in an offer, the same shall be conveyed to the tenderers with target date upto which the tenderers has to send his acceptance on the above lines and if the tenderers does not agree to the decision of the purchaser, the bid is liable to be ignored.

9.0 VALIDITY OF OFFER:

The offer shall be kept open for acceptance for a minimum period of four months from the date of opening of tenders. In case BHEL calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the tenderer.

10.0 PERIOD OF RATE CONTRACT:

The rate contract shall be valid for 2 years, effective from the date of issue of LOI. However, BHEL may renew the contract for a further period of one year with mutual consent. BHEL shall reserve the right and option to effect premature termination of this rate contract at any point of time, if felt necessary without any financial implication on BHEL. No compensation/ extra payment will be made to tenderer for pre mature termination.



DEPLOYMENT OF MANPOWER

Successful tenderer shall be required to deploy requisite manpower for commencement of services at the specified location within a maximum of 10 days of actual requirement of manpower as intimated by official of BHEL Industry Sector, Lodhi Road, New Delhi.

11.0 LIQUIDATED DAMAGES (LD) & OTHER PENALTIES

- 11.1. If the tenderer fails to provide services within the initial mobilization period (10 days) fixed in the tender or indicated in Work Order or at any time repudiates the contract then BHEL, without prejudice to any other right or remedy available to it under the contract, may at its discretion:-
- (i) Recover from the tenderer, liquidated damages and not by way of penalty, a sum of ½ % (half percentage) of monthly value of the original contract per week or part thereof of delay in deputation, subject to a maximum of 4 weeks. In such a case, BHEL may also terminate the contract and forfeit security deposit if delay extends beyond four weeks.
- 11.2. An amount of Rs.250/- per day per workforce shall be recovered/ deducted per day as penalty in the event of any delay in making the payment of any wages or dues to the contractual worker by the tenderer i.e. after 07th of subsequent month.
- 11.3. If the manpower deployed by the tenderer fails to carry out the activities mentioned in the contract, on any day during the contract period, a penalty of Rs.300/- per case/ activity/ service will be deducted from the bill of contractor.
- 11.4. The total of these recoveries under above clauses (11.1 to 11.3) shall be limited to maximum 10% of the original contract value.
- 11.5. In the event of any dispute regarding imposition of LD between BHEL and the tenderer the decision of BHEL shall be final and binding

12.0 RIGHTS OF BHEL

- 12.1. BHEL reserves to itself the following rights without entitling the Tenderers for any compensation.
- 12.2. To withdraw any portion of service and/or to increase or decrease the quantum of service at any stage during the tenure of the contract.
- 12.3. To terminate the contract or get any part of the service/job done through other agency/ BHEL arranged resources , at the risk and cost of the contractor after due notice of a period of two weeks by BHEL, in the event of:-
- a) Continued poor performance of the tenderers/ assigned workforce.
 - b) Withdrawal of workforce from the site/guest house without BHEL permission
 - c) Corrupt or illegal or unlawful act of the tenderers/ assigned workforce.
 - d) Persistent disregard of the instructions of BHEL.
 - e) Assignment, transfer, subletting of the contract work without BHEL's written permission.



- f) Fails to provide workforce as per BHEL requirement.
- g) Non-payment to workforce for three consecutive months.
- h) Non-fulfilment of any statutory compliance/ contractual obligations.

12.4. To meet the expenses including BHEL overheads on the differential cost (i.e Risk & cost amount) at 10%, over and above the Liquidated damages/ penalties arising out of "Risk & Cost" as explained above under SI.No. 12.3. BHEL shall recover the amount from any money due from tenderers, or from any money due to the tenderers including Security Deposit under this contract or any other contract of BHEL or by any other means or any combination thereof.

12.5. To recover any moneys due from the Tenderers, from any moneys due to the tenderers under this or any other contract or from the Security Deposit.

12.6. No idle charges will be payable by BHEL in any case.

13.0 SECRECY/ CONFIDENTIALITY

The service/ work executed by the tenderers shall be the property of BHEL & shall not be passed on / leaked to any person or agency out-side BHEL, Lodhi Road, New Delhi/ Advant Building Noida. This shall be the responsibility of the tenderers & his representatives. Non-compliance of this condition shall lead to prosecution under the law of the land.

14.0 LAW GOVERNING THE CONTRACT AND COURT JURISDICTION:

The Contract shall be governed by the Law for the time being enforced in the Republic of India. The Civil Court at Delhi having ordinary Original Civil Jurisdiction shall alone have exclusive jurisdiction in regard to all claims in respect of this contract.

15.0 ARBITRATION :

Except where otherwise provided for in the contract all questions and disputes relating to the meaning of the specification designs, drawings and instruction herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings specifications, estimates, instructions, orders of these conditions or otherwise concerning the works, of the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the General Manager BHEL, New Delhi and if the General Manager is unable or unwilling to act, to the sole arbitration of some other person appointed by the General Manager willing to act as such arbitrator. There will be no objection if the arbitrator so appointed is an employee of BHEL, New Delhi and that he had to deal with the matters to which the contract relates and that in the course of his duties as such he had expressed views on all or any of the matters in dispute of difference. The arbitrator to whom the matter is



originally referred being transferred or vacating his office or being unable to act for any reason such General Manager as aforesaid at inability to act shall appoint (see note) another person to act as arbitrator in accordance with the terms of the contract such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of this contract that no person other than a person appointed by such General Manager as aforesaid should act as arbitrator and if for any reason that is not possible the matter is not to be referred to arbitration at all, in all cases where the amount of the claim dispute is Rs. 50,000/- (Rupees fifty thousand) and above the arbitrator shall give reasons for the award.

Subject as aforesaid the provisions of the arbitration Act, 1940 or any statutory modification or re-enactment thereof and the rules made there under and the time being in force shall apply to the arbitration proceeding under this clause.

It is a term of the contract that the party involving arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amounts claimed in respect of each dispute.

The arbitrator (s) may from time to time with consent of the parties enlarge the time for making and publishing the award.

The work under the contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due or payable to the tenderers shall be withheld on account of such proceedings.

The Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing.

The Arbitrator shall give a separate award in respect of each dispute or difference referred to him.

The Venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion.

The award of the arbitrator shall be final, conclusive and binding all parties to this contract.

Laws governing the Contract:

The contract shall be governed by the Indians Laws for the time being in force.

Note: - The Authority appointing the arbitrator should not be lower in rank than the Authority accepting the Agreement.



SPECIAL TERMS AND CONDITIONS OF CONTRACT

1.0 CONTRACTOR OBLIGATIONS

- 1.1 Tenderer or his authorized representative will be solely entitled to dictate such workers about the manner of carrying out the work as per the prescribed specifications and quality plan.
- 1.2 Tenderer to ensure that the employees 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. Police verification of the employee has to be furnished by tenderer. Tenderer shall be fully responsible for theft, burglary, fire or any mischievous deeds by their personnel. Tenderer will engage only such employee who are medically fit and are disciplined and will not employ any person below 18 & beyond 60 years of age. The workforce deployed by the tenderer should not be suffering from any communicable diseases.
- 1.3 Tenderer should issue appropriate appointment letters to his employees.
- 1.4 Tenderer shall provide employment card /identity cards with photograph duly verified and attested by the Tenderer to his employees. Tenderer to indicate the name of the proprietor/partnership firm/company, place of work, contact number and duration of validity of card.
- 1.5 Tenderer will be responsible for the good conduct of his employees. In case of any misconduct/ misbehavior by any employee, the tenderer will replace such employees(s) immediately. Opinion of BHEL will be final and binding on tenderer with respect to the conduct of his employee.
- 1.6 Tenderer will ensure that the work is executed through his employees on his rolls and under no circumstances the tenderer will deploy any casual employees to carry out the work nor shall sub-contract the work without prior written permission.
- 1.7 Tenderer will keep watch on his employees and he will be liable for any pilferage / loss to BHEL, due to acts of omission and commission by his employees. Similarly, liability for any compensation to outsiders on account of any act of omission and commission by the employees deployed by the tenderer shall lie exclusively with him.
- 1.8 The tenderer shall be responsible for enforcing all safety regulations as applicable.
- 1.9 Tenderer shall be directly responsible for all disputes arising between him and his personnel and keep BHEL indemnified against all losses, damages and claims arising thereof.



- 1.10 The Workforce engaged by the tenderer shall be subject to security check by BHEL security staff (if deployed by BHEL) while entering/leaving the office.
- 1.11 In the event of termination of contract for any reason whatsoever, the tenderer shall withdraw all his employees from the establishment of BHEL. In case tenderer decides to terminate services of his employees, he should settle all terminal dues including retrenchment compensation.
- 1.12 In case, while on duty and during the course of engagement in work premises of the BHEL under this Agreement, if any of the Contractor's workforce meet (s) with any injury / indisposition due to accident or other natural calamities, the tenderer 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 tenderer shall also be liable for meeting with statutory liabilities like ESI, PF etc. in respect to his workers.
- 1.13 In case of a fatal or disabling injury/accident to any person at working sites pertaining to this work, the victim and/or his/her dependents shall be compensated by the tenderer as per statutory requirements. However, if considered necessary, BHEL shall have the right to impose appropriate financial penalty on the tenderer & recover the same from payments due to the tenderer for suitably compensating the victim and/or his/her dependents. Before imposing any such penalty, appropriate enquiry shall be held by BHEL giving opportunity to the tenderer to present his case.
- 1.14 In case of any damage to property due to lapse by the tenderer/employee of the tenderer, BHEL shall have the right to recover the cost of such damages from the payments due to the tenderer.

2.0 STATUTORY LIABILITIES

- 2.1 All statutory requirements under minimum wages Act, 1948, payment of wages Act, 1936, Workmen compensation Act 1923, EPF & MP Act 1952, Fatal Accidents Act 1855, Payment of Gratuity Act 1972, and ESI Act 1948. The contract Labor Act (R&A) Act 1970, Payment of Bonus Act 1965, Income Tax Act, Service Tax Act and all other applicable Acts shall be complied by the contractor.
- a. PROVIDENT FUND: The successful tenderer shall obtain Provident Fund Number from the concerned authorities on award of work and shall strictly comply with the provision of Employees Provident Funds Act. The tenderer shall deposit Employees and Employer Contributions in the designated account with the designated authority every month. The tenderer 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



only for tallying/ verification that proper PF deposit has been made. Tenderer shall also submit the copy of detailed yearly return submitted to RPFC of PF deposit for the period of March to February in 01st week of April month. Contractors to provide PF pass book/statement to his employees and ensure payment of PF, ED LI, pension dues under EPF & MP Act, 1952 to the RPFC.

All workforce must possess with UAN (Universal Account Number) so that they can view their balance/deposit on-line at EPFO web site and can avail other benefits too.

- b. ESI: The tenderer shall strictly comply with the provision of Employees State Insurance Act. The tenderer 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 tenderer shall deposit Employees and Employer Contributions in the designated account with the designated authority every month. The tenderer 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. The tenderer 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 1st week of month of November & for the period of October to March in 1st week of month of May.
- c. WAGES: The tenderer shall ensure payment of statutory prescribed minimum wages as applicable from time to time. However, all payments to the tenderer's workforce shall be as per the terms of contract and as per details enumerated in Annexure -G which shall be made through cheque or direct credit in the bank accounts of its workforce 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. The issued cheque will be credited in the account by the 7th of each English month. Any delay on this account shall be subjected to penalty or termination of contract.
- d. BONUS: The tenderer shall strictly comply with the provision of Bonus Act. The tenderer shall ensure payment of Bonus % (Range minimum @ 8.33% to Maximum 20% as per Payment of Bonus Act 1965) to their workforce during the contract period and extended period if any.
- e. LEAVE / HOLIDAYS: In addition to weekly off and off days as observed by BHEL the tenderer's workforce shall be entitled for leave in each calendar year as admissible under Section 22 of the Delhi Shops and Establishments Act 1954 viz.,
 - (i) Privilege Leave for 15 days;
 - (ii) Sickness or Casual Leave for 12 days which shall not be accumulated;



- (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.
- (iv) Tenderer may incorporate the cost of 30 days leave accrued in 12 month and reimburse to his worker for unavailed period.

Leave earned by the employee shall be on pro-rata basis of service period. Alternate arrangement shall be done by the tenderer in case of employee takes leave of more than 07 days in single stretch.

- 2.2 Tenderer shall comply with all the statutory requirements, rules, regulations, notifications in relation to employment of his employees which are in force from time to time.
- 2.3 Tenderer shall furnish proper returns to the concerned statutory authorities regarding wages /DA, contributions under EPF and MP Act, ESI etc.
- 2.4 Tenderer shall be solely responsible for non-payment /delayed payment of wages /DA; contributions under EPF and MP Act, ESI act etc.
- 2.5 In case the tenderer fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the security deposits/ other dues// running bills under the contract can be utilized by BHEL to discharge the liability of the tenderer.
- 2.6 Tenderer shall indemnify BHEL against claims and losses under various Labor Laws, statutes or any civil or criminal law in connection with employees deployed by him.
- 2.7 The liability for any compensation on account of injury sustained by an employee of the tenderer will be exclusively that of the tenderer.
- 2.8 The tenderer shall ensure Workmen & third-party insurance cover for all his workforce for a sum insured of Rs. 3.50 Lakhs for each of his workforce. Tenderers shall include the cost of insurance cover in their service charge.
- 2.9 Tenderer should have independent code numbers/ exemptions under EPF & MP Act, 1952 and ESI Act, 1948 and shall cover his employees under the said codes.
- 2.10 Payment of bonus under the payment of Bonus Act (wherever applicable), Payment of Gratuity under the Gratuity Act and retrenchment compensation under Act will be sole responsibility of the tenderer.
- 2.11 Tenderer shall observe Provisions of the local administration and/or for local sites/sector offices in respect of working hours, holidays, rest intervals, leave and overtime to his employees. No overtime or No work shall be done on Sunday or on other declared holidays without permission.



- 2.12 In case a tenderer employs women as employees, he will discharge his obligations under law in respect of such women workers including prohibition of engaging them during night hours, prohibition of employing them for more than 9 hours per day, grant of maternity leave as per rules etc.
- 2.13 Tenderer should have obtained a Labour license from appropriate Government under Contract Labour (Regulation and Abolition) Act 1970, ESI Act and other relevant legislations.
- 2.14 In case of any contradictions under similar clauses of the tender enquiry, the provisions under special conditions of contract shall prevail.
- 2.15 During the currency of the contract if any new act/ rule/ guidelines are issued by Government authorities then same has to be followed.

3.0 PERFORMANCE & PENALTY

- 3.1 The monthly payment becomes payable only if the performance of services has been found satisfactorily as certified by concerned BHEL site official.
- 3.2 Payment will be made by the tenderer to his/her employees on monthly basis in the presence of a designated employee of BHEL by 7th of the succeeding month. Payment of bills submitted by tenderer will be made within 30 working days from the date of submission of bills.
- 3.3 The successful tenderer will be responsible for the quality of the job/ services and will immediately rectify the deficiency pointed out in the job performed.
- 3.4 The penalty will be imposed if the performance achieved by the tenderer is below expected standards. The decision of BHEL work in -charge on the question of penalty will be final and binding.
- 3.5 The tenderers shall maintain the daily roster of workers entering in to the premises and should be in position to produce the same as and when required.
- 3.6 The tenderer shall ensure proper conduct and behaviour of the workforce engaged by him in the work premises of the BHEL 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 BHEL in any place.
- 3.7 Continuation of the contract shall be based on the performance of the Tenderer. The following parameters shall inter-alia be considered while evaluating the performance:



Timely rendering of services; Quality of works/services; Compliance with statutory requirements; and Safety consciousness, any other factor as considered appropriate by BHEL.

4.0 CERTIFICATE OF INDEMNITY

In case of any dispute, the decision taken by BHEL Management will be final and binding on the successful tenderer. The workforce deployed by the tenderer will have no right or claim for the permanent absorption in BHEL. In this connection, the tenderer have to submit an affidavit duly signed by all the workforce deployed at BHEL on a stamp paper of ₹100/- duly notarized.

5.0 WORKING TIME & NATURE OF SERVICES:

The tenderer shall perform services mentioned in the Scope of Services as detailed in Annexure-E on day to day basis on all working days in a week from 9.00 am to 5.30 pm, 8½ Hrs. duty including half an hour lunch break..

6.0 CHARACTER VERIFICATION AND ANTECEDENCE:

The tenderer should get the character / antecedence of each and every workmen deployed by them at the job premises, verified by the Police Authorities before engaging and deploying them in our premises. In case the tenderers desires to change the manpower deployed by him, due to any reason, the new incumbent should be deployed with the clearance of Work-in-Charge.

7.0 TERMS OF PAYMENT

100% payment on submission of monthly bills as per following:

- (i) The tenderer shall submit monthly bills to respective site in charge with the following documents for verification, payment and for onward submission to headquarter :
 - (ii) Proof of deposition of statutory dues/ contributions like EPF/ESI etc.(with a list of names of individuals/ personnel employed by the tenderers and amounts deposited in their accounts)
 - (iii) Proof of payment of wages and dues to his personnel for the work completed during the previous month
 - (iv) Performance document & certificate regarding the submission of PF, ESI and all statutory due related to the employees as per format provided by BHEL.
 - (v) Copy of the workman & third party Insurance of the employees (one time submission & subsequent renewal)
 - (vi) Payment will be made within 30 days of submission of bills to site in charge subject to all deductions & adjustments by BHEL as elsewhere provided in these terms and conditions of contract.



- (vii) All applicable taxes shall be deducted at source at the time of payment to the tenderer in accordance with the provisions of relevant Acts as applicable.

8.0 TAXES & DUTIES:

- 8.1 All taxes (Except service Tax including Cess/surcharge etc on service tax as applicable) duties, charges, royalties, duties etc. any State or Central Levy and other taxes for materials for execution of the contract shall be borne by the tenderer and shall not be payable extra. Any increase of the same at any stage during execution of the contract shall have to be borne by the tenderer. Quoted price of the tenderers shall be inclusive of all such requirements.

- 8.2 Service Tax (including Cess/surcharge etc. on service tax as may be applicable) if applicable and as legally leviable & payable by the tenderer under the provisions of applicable law/ act, shall be paid by BHEL extra as per provision of applicable law. The tenderers must be duly registered service provider under service tax law The invoice shall be a Tax invoice under service tax law and it should clearly depict following (i) the service tax registration number of the tenderer (ii) the amount of service tax (iii) the rate of service tax (iv) any other requirement specified by law. In such case documentary evidence of payment of service tax shall be submitted.

BHEL will not be held to be responsible for any non-compliance of the tenderer in respect of various service tax rules, being framed from time to time.

Tenderer will be required to provide all necessary documents / certificates as may be necessary for availment of input credit by BHEL.

- 8.3 Tender rates are inclusive of all taxes, duties levies etc except service tax. Any increase by the government in any of taxes except service tax shall be borne by tenderer. Service tax as per Clause No. 8.2 above will be paid extra as per Contract. However, regarding newly introduced taxes (i.e. taxes introduced by government after tender opening date) reimbursement will be made subject to following

- (a) If new tax introduced by Central Govt. /state Govt./ /Municipality becomes directly applicable on items specified in Bill of Quantities and as per the scheme announced by the government and new tax is neither in lieu of substitution nor in lieu of abolition, reduction of any of present taxes but is altogether a new tax , full reimbursement will be made provided it becomes directly applicable on items specified in BOQ.
- (b) If new tax introduced by Central /state Govt. becomes directly applicable on items specified in Bill of Quantities but is in substitution /abolition /reduction of any present taxes other than service tax, no reimbursement will be made to that effect.



- (c) If new tax introduced by Central /state Govt. becomes directly applicable on items specified in Bill of Quantities but either is in substitution /abolition of service tax OR is in substitution /abolition of all of present taxes, reimbursement will be made only to the extent service tax rate, which the tenderer is entitled as per contract on the date immediately prior to date on which rate of new tax announced by Government becomes applicable/effective. New tax shall be paid at actual restricted to service tax rate which the tenderers is entitled on the date immediately prior to date on which rate of new tax announced by the Govt. becomes applicable/effective, will have to be borne by tenderer .If required, unit rates specified in BOQ may have to be appropriately adjusted for the work/bills pertaining to period after new tax becomes applicable.

It is further clarified in any of above cases, no reimbursement of any new tax shall be considered unless new tax becomes directly leviable on items specified in BOQ.



FORMAT OF NO DEVIATION CERTIFICATE

(To be submitted in the tenderers's letter head along with Part-1 Bid)

Sub: Tender for Job Contract for Secretarial Services at BHEL, Lodhi Road, New Delhi/ Advant Building, Sector-142, Noida

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

Signature

With name, Designation & seal of the firm



DECLARATION CERTIFICATE

(To be submitted in the tenderers's letter head along with Part-1 Bid)

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

Signature and Seal of the Tenderer



Annexure-C

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

Signature and seal of the Party



Check list

Sl. No.	Required Document	If Submitted then Tick (√)
1	Required amount of EMD in form of DD- ₹2,00,000/- (Rupees Two Lakh)	
2	Un-priced BOQ for technical bid	
3	Duly signed and stamped complete set of tender documents for technical bid	
4	Self-attested Balance sheet & ITR for last 3 financial years (As per PQR).	
5	Work orders / Completion certificates in support of PQR for technical bid	
6	Copy of PAN No. registration certificate	
7	Copy of ESI registration certificate	
8	Copy of Service Tax registration certificate	
9	NO DEVIATION certificate as per Annexure-A duly signed and stamped	
10	Declaration Certificate as per Annexure – B	
11	Duly filled and signed Annexure-C regarding information of the tenderers	
12	Duly filled and signed Annexure-F regarding declaration for relation in BHEL	
13	E-payment detail duly verified by bank along with cancelled original cheque leaf	
12	Quoted PRICE BID Annexure -G duly signed and stamped along with tender document (Part-II)	

Signature and seal of the Party



**SCOPE OF WORK: SECRETARIAL SERVICES AT BHEL LODHI ROAD, NEW DELHI/
ADVANT BUILDING, SECTOR-142, NOIDA**

Description of Job: Services will include but will not be limited to preparing and maintaining the database, documents and files, taking dictations in short/long hand, typing, data entry operations, making the documents ready for printing, receiving & sending of e-mails, maintaining records of incoming & outgoing dak/Claims/Bills etc, filing of papers, sending & receiving files/documents to/from other offices/departments/sections, Liaisoning with internal/external agencies and any other official task assigned time to time by the work-in-charge. Interacting with other officials as and when required for smooth functioning of operations.

Sl. No.	Unit	Under-Graduate (Matriculation & Above but not Graduate	Graduate & above
1.	Work Point/Per Day	04	24

Note: The minimum educational qualification criteria for the Secretarial services should be as follows:

- Under Graduate Category: Matriculation and above but below Graduate or Diploma in any discipline
- Graduate Category: Graduate & above in any discipline
- Desirable qualification: Basic knowledge about the common software used (for e.g. Outlook, MS Office, Window XP), knowledge of short hand/typing. Experience in above job will be given preference.
- The above no. of work points may vary and will be subjected to actual basis as per requirement from time to time.

ANNEXURE-F
DECLARATION FOR RELATION IN BHEL

(To be typed and submitted in the Letter Head of the Company/Firm of Tenderers failing which the offer of Tenderers is liable to be summarily rejected)

.....

REF:.....

Date:.....

To,

BHARAT HEAVY ELECTRICALS LIMITED
INDUSTRY SECTOR
INTEGRATED OFFICE COMPLEX
ISPAT BHAWAN
LODHI ROAD, NEW DELHI-110003

Dear Sir,

Sub : Declaration of relation in BHEL

Ref : 1) NIT/Tender Specification No.

I/We hereby submit the following information pertaining to relation/relatives of Proprietor/Partner(s) employed in BHEL

Tick (v) any one as applicable:

1. The Proprietor, Partner(s), Director (s) of our company/Firm DO NOT have any relation/relatives employed in BHEL

OR

2. The Proprietor, Partner(s), Director (s) of our company/Firm have relation/relatives employed in BHEL and their particulars are as below:

(i)

(ii)

Signature of the Authorised Signatory

Note:

1. Attach separate sheet, if necessary
2. If BHEL Management comes to know at a later stage that the information furnished by the Tenderers is false, BHEL reserves the right to take suitable action against the Tenderers/Contractor.



Name of the Work : Secretarial Services at
BHEL Lodhi Road, New Delhi/ Advant Building, Sec-142, Noida

Estimate for Per Month Wages			
Sl.no.	Components	Category of Secretarial Services	
		Matriculation & above but below Graduate	Graduate & above
		(A)	(B)
1 (a)	Minimum Wages prescribed by Government of NCT of Delhi (01.04.2015)	10998.00	11986.00
1 (b)	Additional Wages by BHEL	4100.00	4100.00
1	Monthly Consolidated Wages Total 1 (a) & 1 (b)	15098.00	16086.00
2	PF Contribution on Rs 15000.00 (Maximum ceiling limit)		
(a)	CPF @ 12 %	1800.00	1800.00
(b)	EDLI @ 0.50 %	75.00	75.00
(c)	Admn. Charges (2) @ 0.85 %	127.50	127.50
(d)	Admn. Charges (2) @ 0.01 %	1.50	1.50
	Total	2004.00	2004.00
3	Per Month Leave Salary @ 2.5 day	1258.17	1340.50
4	Total Per Month Wages	18360.17	19430.50
5	Service Charges	Q	Q
Tenderer has to quote his service charges against Sl. No. 5 (As %age of Sl. No. 4) . Same percentage service charge (Q) shall be quoted for all category of manpower against Sl. No. 5. Evaluation shall be done on lowest quoted service charge (Q) in %age			
Service Tax shall be paid extra as per NIT.			

Dear Sir,

I/We request and authorise you to effect Epayment vide any of the above two modes to my/our bank account as per the details given below.

Name & address of Bank

[illegible]

--	--	--	--	--	--	--	--	--

(please enclose a copy of a cheque. This cheque should not be a payable at par cheque)

[illegible][illegible]

(you can obtain this from branch where you have your account)

(not more than 20 character)

:(Please mention here name of person from your organization signing this letter.)

: (please mention here the name of a person in your company/organization)

Thanking you

We confirm that we are enabled for receiving RTGS/NEFT credits and we further confirm that the account number of (Please mention here name of the account holder), the signature of the authorised signatory and the MICR and IFSC Codes of our branch mentioned above are correct.

Note:- Please attach cancelled original Cheque leaf.

Page 38 of 41



(See rule 76)

(TO BE FILLED BY THE SUCCESSFUL TENDERER AFTER AWARD OF WORK)

Employment Card

Name and address of contractor.....

Name and address of establishment
in/under which contract is carried on.....

Name of work and location of work.....

Name and address of principal employer

1. Name of the workman.....
2. Serial number in the register of workmen employed.....
3. Name of employment/designation.....
.....
4. Wage rate (with particulars) of unit in case of piece works.....
5. Wage period.....
6. Tenure of employment.....
7. Remarks.....
8. Signature of Contractor.....

Signature of Contractor.

FORM XIII

ENCLOSURE-II

See Rule 75

(TO BE FILLED BY THE SUCCESSFUL TENDERER AFTER AWARD OF WORK)

Register of Workmen Employed by Contractor

Name and address of Contractor _____

Nature and location of work _____

Name and address of establishment in/under which contract is carried on _____

Name and address of Principal Employer _____

Sl. No.	Name and surname of workman	Age and Sex	Father's / Husband's name	Nature of Employment/Designation	Permanent Home Address of workman (Village and Tahsil/Taluk and District)
1	2	3	4	5	6

Local Address	Date of commencement of employment	Signature or thumb-impression of workman	Date of termination of employment	Reasons for termination	Remarks
7	8	9	10	11	12



See Rule
78(1)(a)(i)

(TO BE FILLED BY THE SUCCESSFUL TENDERER AFTER AWARD OF WORK)

Register of Wages

Name and Address of Contractor _____

Nature and location of work _____

Name and address of establishment in/under which contract is carried on _____

Name and address of Principal Employer _____

Wage period: Monthly _____

Sl. No.	Name of workman	Sl. No. in the register of workmen	Designation / nature of work done	No. of days worked	Units of work done	Daily-rate of wages / piece-rate	Basic wages	Dearness Allowances	Over time
1	2	3	4	5	6	7	8	9	10

Other cash payments (Nature of payment to be indicated)	Total	Deductions, if any (indicate nature)	Net amount paid	Signature / Thumb-impression of workman	Initial of contractor or his representative
11	12	13	14	15	16

