

BHARAT HEAVY ELECTRICALS LIMITED

ESTATE OFFICE BHEL TOWNSHIP, SECTOR-17 NOIDA- 201301



TENDER DOCUMENT

FOR

**PAYMENT OF WAGES TO THE CONTRACT PERSONNEL UNDER THE
CONTRACT OF HOUSEKEEPING AND CATERING SERVICES FOR
TRANSIT FLATS AT BHEL TOWNSHIP, SECTOR-17, NOIDA.**

NIT No. 09:AA:NOI:ADMN.:TF:112:2016-17

Dated: 17.06.2016

CONTENTS

1- Notice Inviting Single Tender

LAST DATE FOR SUBMISSION: 22.06.2016 AT 15:00 Hrs.

DATE FOR OPENING OF TENDER: 22.06.2016 AT 15:30 Hrs.



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Ltd.

सम्पदा कार्यालय, सेक्टर- १७, नोएडा – २०१ ३०१) उ.प्र.(., भारत

BHEL Township: Estate Office, Sector-17, Noida-201 301 (UP) INDIA

फोन) का (.6740993, 6740988 फैक्स- 6740994 Tel: 6740993, 6740988 (Fax) 6740994

Tender Document

NIT No. 09:AA:NOI:ADMN.:TF:112:2016-17 Dated: 17.06.2016

Last date of Submission of Sealed Tender: 22.06.2016 at 1500 hrs.

Date of opening of Tender: 22.06.2016 at 1530 hrs.

To

M/s. Aroon Aviation Services Pvt. Ltd.

A-113, Road No. – 2, Mahipalpur Extn.

New Delhi- 110037

Sub. : Payment of Wages to the contract personnel under the Contract for House Keeping and Catering services for Transit Flats in BHEL Township, Sector-17, Noida.

Dear Sir,

We are pleased to invite your competitive offer for the following Job/ Services as detailed below for Transit Flats, BHEL Township, Sector-17, Noida.

PRICE FORMAT

Sl. No.	Description of Item	Lump sum Rate (Rs)
1	Cost of providing wages and statutory payments to 19 nos. of contract personnel for executing housekeeping & catering services in Transit Flats, BHEL Township, Sector-17, Noida for the month of February 2015 only. The wages and statutory payments are as per BHEL wages as mentioned in Annexure- II'. The rates must be inclusive of all taxes but excluding Service Tax.	
2	Service Charges for providing services as mentioned above at Sl. No. 1	
3	Total (amount mentioned at Sl. No. 1 + 2) (Rs)	
4	Service Tax (on 100 % of total amount of Sl. No.3) to be payable by party (@ _____ %) (Rs)	
5	Total amount inclusive of Service Tax (Total of amount at Sl. No. 3 + 4) (Rs)	
Total amount in Words (Rs):-		

A. INSTRUCTIONS FOR TENDERER:

1. The offer shall be submitted as per the instructions of tender document. Only one set of tender document duly signed by authorized representative of tenderer and signed & stamped on each page shall be submitted as detailed further. Tenderer should note specifically that all pages of tender document, including the NIT page for this particular tender shall be submitted by them (after signing/stamping on each page) as a part of their offer. In case of any clarification, bidder may contact this office.
2. No overwriting / correction in tender documents by tenderer shall be allowed. However if correction is unavoidable, the same must be signed by authorized signatory.

3. Tender must be submitted in single part. The cover envelope should be super scribed with NIT no. & due date of opening.
4. Rates must be quoted in figures as well as in words.
5. Tender documents are also available on CPP portal (<http://eprocure.gov.in/cpp/>) and the same can be downloaded and used as tender document for submission of bid.
6. BHEL reserves the right to accept or reject the offer without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidder in this matter.
7. In case any typing error/other clerical errors is noticed by the tenderer, in the tender documents, the same must be pointed out and got clarified before submission of offer, else, BHEL's interpretation shall prevail & shall be binding on the tenderer.
8. Any queries regarding this tender may be clarified from Engineer (HR-TAX) on mobile no. 8800957694/ email: omender@bhel.in .
9. The tenderer or their representative may attend the opening of bids if they desire to do so.
10. In case you are not submitting your offer against this enquiry, we request you to send a regret letter.

B. GENERAL TERMS & CONDITIONS:-

- 1) Tenders received late /in open condition/without EMD/ not meeting the tender Condition / incomplete in any respect are likely to be rejected.
- 2) BHEL will not be responsible for the postal delay under any circumstances for non-receipt of Tenders by due date & time.
- 3) BHEL has the right to reject all or any of the tenders and accept any tender(s) irrespective of its / their being the lowest / highest.
- 4) The rate should be indicated both in words and figures. All entries in the Tenders must be written in ink or typewritten. Over-writing should be avoided. Corrections, if any, should be attested with signature by the bidder.
- 5) The Tenderers are required to quote for the complete scope of work. Tenders for part of the work or incomplete in any respect are liable to be rejected.
- 6) Contract may be cancelled at any stage without assigning any reason by giving a notice to the contractor and contractor will not have any claim in this regard.
- 7) **VALIDITY OF RATES:** Validity of rates will be 60 days from the date of opening of the bid.
- 8) **EVALUTION CRITERIA:** The payment of wages & statutory liabilities are as per Annexure-II, as prescribed in the Price bid format. Evaluation of the tender will be done on overall quote basis inclusive of all the taxes including service tax (i.e. at Sl. No. 5 of price format). The decision of BHEL will be final in this regard.
- 9) **CORRECTION OF ARITHMETIC ERRORS:** Provided that the bid is substantially responsive, BHEL shall correct arithmetical errors on the following basis:
 - a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the BHEL there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.
 - b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
 - c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
 - d) If any bidder does not accept the correction of errors, their bids will be disqualified.
- 10) **COMPLETION PERIOD:** All Payment of Wages shall be made to the contract personnel under the Contract for House Keeping and Catering services for Transit Flats in BHEL Township, Sector-17, Noida for the month of February 2015 within 15 Days from the placement of Works Order.
- 11) **SUBLETING:** The Contractor shall not sublet, transfer or assign the contract or any part thereof to any other person/company/organization.
- 12) **PAYMENT TERMS:**
 - a) The contractor shall raise the bill on BHEL after the payment of wages and statutory payments to the said contractual personnel as per details enclosed at Annexure-II.

- b) Bills raised by the Contractor shall be certified by the official in-charge of BHEL and the payments will be made within three weeks from the date of receipt of in discrepant bill.
 - c) The contractor shall not be entitled to any interest with respect to any money which may be due to him from BHEL.
 - d) All payment will be subject to deduction of taxes at source as per Income Tax Act & Rules.
 - e) Sale Tax, if any, or any tax incurred by the contractor in respect of this contract shall be treated as included in the charges and BHEL will not entertain any additional claim whatsoever in this respect.
 - f) **Contractor has to make the payment to the respective workforce within 15 days from the placement of works order by way of direct transfer by NEFT/RTGS in the respective account of contract personnel.** The contractor will also issue a salary slip to each of the workforce deployed at Transit Flat for the month of February 2015. Contractor has to also ensure the deposit of PF and ESI as per the provisions of the act. At the time of submitting the bill for payment by BHEL, the contractor has to submit the details of payment of wage & salary to the work force, proof of payment or transfer in the accounts of workforce, proof of deposit of PF, ESI and service tax etc. which will be for the purpose of ensuring that contractor has complied with the statutory requirement. The name/ list of contractual personnel will be provided by Estate Office.
 - g) The Service Tax shall be as per the Price Format.
 - h) Interest & Damages / Penalty if any levied by statutory authorities i.e. PF & ESI shall be reimbursed on actuals after submission of proof of penalty challan against order issued by statutory authorities.
- 13) **L.D. FOR DELAY IN PAYMENT:** In case the full or part payment of wages and statutory payments is not done as per the completion period mentioned at Sl. No. 11 above, a penalty of 1/2% of value per week of delay subject to maximum of 10% of the total order value will be deducted as L.D. Date of transfer of wages in to the bank account of concerned workforce will be considered for LD purpose. However, the extension of time may be granted by BHEL where delay is not attributable to the vendor.
- 14) The payment towards Interest & Damages/ Penalty shall not be part of L. D. Clause mentioned above. However, contractor has to pay Interest & Damages / Penalty against order issued by statutory authorities with 15 Days.
- 15) No excuses like hindrance because of extreme weather conditions, non-availability of any resources etc. will be entertained for not executing the work.
- 16) In case of any dispute, the decision taken by BHEL Management will be final and binding on the contractor.
- 17) No party shall be permitted to tender for work in BHEL in which any of their near relatives is an employee connected with the award and execution of the contract. They shall also intimate the names of persons who are working with them in any capacity or subsequently employed by them and who are near relatives of any employee of the BHEL. Any violation of this condition which comes to the Notice of the BHEL after the contract is awarded will entitle the BHEL to treat the contractors as having committed a breach of contract and to exercise all the rights and remedies available to the BHEL on account thereof.
- 18) **EARNEST MONEY DEPOSIT (EMD):**
- 1) The EMD of Rs 10,000/- (Rupees Ten thousands, only) in the form of Pay order or Demand Draft in favour of “Bharat Heavy Electricals Ltd.”, payable at any scheduled Bank at Delhi will only be acceptable. Earnest Money is to be paid by each tenderer to ensure the tenderer does not refuse to execute the Job/ services after it is awarded to him.
 - 2) EMD of the tenderer will be forfeited if:
 - a) After opening of the tender the tenderer revokes his tender within the validity period or increase his earlier quoted rates.
 - b) The tenderer does not commence the Job/ services within the period as per LOI/ Contract.
 - 3) EMD shall not carry any interest.

19) SECURITY DEPOSIT:

- a) The security deposit shall be collected from the successful tenderer. The rate of Security Deposit will be as below :

Upto Rs. 10 lakhs : 10% of work order value

Above Rs. 10 lakhs & upto Rs. 50 lakhs: Rs. 1 Lakh + 7.5 % of the amount exceeding 10 lakhs

Above Rs . 50 lakhs: Rs 4 lakhs + 5% of amount exceeding Rs 50 lakhs

The security deposit should be collected before start of work by the contractor.

- b) Security deposit may be furnished in any one of the following forms:
- i) Cash (as permissible under the Income Tax Act)
 - ii) Pay order / demand draft in favour of BHEL.
 - iii) Local cheques of schedule banks, subject to realization.
 - iv) Securities available from Post Offices such as National Saving Certificates, Kisan Vikas Patras etc. (Certificate should be held in the name of the contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).
 - v) Bank Guarantee from Schedule Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
 - vi) Fixed deposit Receipt issued by Schedule Banks/ Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.
 - vii) 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 work and balance 50% may be recovered from the running bills.
 - viii) EMD of the successful bidder shall be converted & adjusted against the security deposit.
 - ix) The Security Deposit shall not carry any interest.
(Acceptance of Security Deposit against Sl.No.(iv) & (vi) 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).
- c) The security deposit will be released only after successful completion of the contract.
- d) Failure to pay the security deposit shall be treated as failure to discharge the duties under the contract and shall result in cancellation of the contract and the contractor shall be liable to compensate BHEL for any losses incurred by BHEL. BHEL reserves the right to appropriate any part / whole of the amount of the security deposit without prejudice to other claims against the contractor for losses suffered by BHEL due to failures on the part of the contractor, due to termination of contract or contractor becoming disqualified because of liquidation / insolvency. The decision of BHEL in respect of such losses, damages, charges, expenses or costs, shall be final and binding to the contractor.
- 20) The bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ Service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.
- 21) MSE Supplier can avail the intended benefits only if they submit along with offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement of EM-II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (format enclosed as per Annexure- I 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. 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-procurements are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted Officer.

- 22) BHEL may terminate the contract by giving written notice of termination to the successful tenderer. If the successful tenderer do not remedy a failure in performance of their obligation under the contract after being notified.
- 23) **TERMINATION OF CONTRACT ON DEATH:** Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the accepting officer shall have the option of terminating the contract without compensation to the contractor's authorized survivors.
- 24) **RECOVERY FROM CONTRACTOR:** Whenever under the contract, any sum of money shall be recoverable from or payable by the contractor, the same may be deducted from any sum then due or which at any time thereafter may become due to the contractor under the contract or under any other contract with BHEL or from his security deposit, or the contractor shall pay the claim on demand without any terms & conditions.
- 25) **POST TECHNICAL AUDIT OF WORK AND BILLS:** BHEL reserves the right to carry out a post payment audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc. and to enforce recovery of any sums becoming due as a result thereof in the manner provided into the proceeding sub-paragraph provided however, that no such recovery shall be enforced after three years of passing the final bill.
- 26) **ARBITRATION / CONCILIATION:** In the event of any dispute arising between the parties hereafter referred as BHEL and Contractor in respect of or connected with this contract, General & Special terms & conditions of tender, then the same shall be referred to Arbitration and Arbitrator will be nominated by the Head of Administration of BHEL Corp. Office, New Delhi, whose decision shall be final and binding on both the parties. However, any differences or doubt pertaining to meaning/ interpretation of any phrase word used in terms or in the schedule of services, their nature and manner of rendering of such services shall be the excepted matter and be referred to the Head of Administration of BHEL Corp. Office, New Delhi, whose decision shall be the final and binding. The provisions of Arbitration and Conciliation Act, 1996 or any statutory modification and re-enactment thereof will apply to such arbitration provided however, in all matters the venue of proceedings will be Delhi and only Delhi or appropriate Courts will have jurisdiction over the same.
- 27) **RISK CLAUSE:** In case the contractor do not accept the work awarded to him or do not turn up after the award of work, BHEL shall have the right without any prejudice to get the work done through any other alternate agency at the risk and cost of Contractor. The additional cost including loss, if any incurred by BHEL will be recovered from the Contractor.
- 28) If any information/documents submitted by the contractor are found false/fake at any stage, the tender will be cancelled and earnest money deposited shall be forfeited

D. SPECIAL TERMS & CONDITIONS:

- 1) **PROVIDENT FUND:** The contractor shall strictly comply with the provision of Employees Provident Funds Act. The contractor shall deposit Employees and Employer Contributions in the designated account with the designated authority. The contractor shall furnish the challan/receipt for the deposit of provident fund made to RPFC with detailed calculation sheet of all the work force deployed at BHEL premises and other than BHEL premises which will be used only for tallying /verification that proper PF deposit has been made.
- 2) **ESI:** The contractor shall strictly comply with the provision of Employees State Insurance Act. The contractor shall deposit Employees and Employer Contributions in the designated account with the designated authority. The contractor shall furnish the challan/receipt for the payment towards ESI 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.
- 3) **BONUS :** The contractor shall strictly comply with the provision of Bonus Act.
- 4) **WAGES :** All payments to the contractor's workforce shall be as per the terms of contract and as per details enumerated in **Annexure –II** considering full attendance for that month, which shall be made **through direct credit in the bank accounts** of its workforce. No other mode of payments will be accepted.
- 5) The Company shall have no direct responsibility / liability in respect of the workforce engaged by the Contractor under this Agreement.

E. CONTRACTOR'S OBLIGATION:

- 1) Contractor to accept full and exclusive liability for the consolidated wages, VDA, Allowances, PF, ESI, Bonus for the workforce deployed by the contractor and other obligation referred under the law now and thereafter imposed by the Government / Local Bodies.
- 2) Statutory requirement both local authority / State Govt. / Central Govt. shall be responsibility of the contractor.
- 3) The Contractor shall duly comply with all acts, laws, or other statutory rules, regulations, bye-laws applicable or which might be applicable to with regard to the performance of the job / services included herein or concerning this Agreement but not limited to Minimum Wages Act- 1948, Contract Labour (Regulation & Abolition) Act, 1970, Industrial Dispute Act, 1947, Workmen's Compensation Act 1923, Employees' State Insurance Act 1948 (to the extent as may be applicable, if any), Employees' Provident Fund and Misc. Provisions Act, 1952 and the amendments made thereafter to these Acts / Laws and from time to time take such steps as may be deemed necessary in this regard. The Contractor shall keep the Company Indemnified against all penalties, claims and liabilities of every kind under or for any violation of such acts, laws or regulations etc. by him or his workers.
- 4) The Contractor shall indemnify and compensate the Company, if the Company as Principal Employer under the Contract Labour (Regulation and Abolition) Act, 1970 becomes liable to assume any liability towards the said workforce. In that event, the provisions relating to recover as provided in relevant clauses of the said Act shall be applicable in toto.
- 5) The contractor shall hand over a copy of all legal and statutory documents and records to BHEL for fulfilling any future requirement with the statutory authority.
- 6) The contractor shall abide by all the rules / regulations / status imposed by the Govt. or other concerned authorities. The contractor will be responsible for workmen's compensation & other requirements of local Municipalities / Govt. or any other law regulating bodies
- 7) Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.
- 8) Contractor shall ensure payment of BHEL wages as applicable and maintain proper records of their 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.
- 9) In case the contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the security deposit / other dues / running bills under the contract can be utilized by BHEL to discharge the liability of the contractor.

(Omender Singh)
Engineer (HR-TAX)
On behalf of "BHEL"

Certificate by Chartered Accountant on letter head

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-II) 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:
RsLacs
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:
RsLacs

(Strike off whichever is not applicable)

The above investment of Rs Lacs is within permissible limit of Rs Lacs for Micro/ 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 gazetted notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name-

Membership number-

Seal of Chartered Accountant

ANNEXURE-II

**CONSOLIDATED WAGES AND OTHER ALLOWANCES AND STATUTORY PAYMENTS /
CONTRIBUTIONS FOR FEBRUARY - 2015**

All figures in Rupees (Rs)

Sl. No.	COMPONENT	CATEGORY OF WORKERS			
		UNSKILLED	SEMI SKILLED	SKILLED	SUPERVISOR
1(a)	MONTHLY CONSOLIDATED WAGES including VDA w.e.f. 01.10. 2014	8632	9542	10478	10478
1(b)	Increase in wages given by BHEL	2000	2300	2500	2500
1	CURRENT MONTHLY CONSOLIDATED WAGES (Total of 1(a) & 1(b))	10632	11842	12978	12978
2	P. F. Contribution on S.No. 1				
(a)	CPF @ 12% on S.No.1	1276	1421	1557	1557
(b)	EDLI @ 0.50% on Sl. No.1	53	59	65	65
(c)	Admn. Charges (02) @ 1.10% on Sl.No.1	117	130	143	143
(d)	Admn. Charges (22) @ 0.01% on Sl. No. 1	1	1	1	1
3	ESI @ 4.75% as employer contribution on Sl.No.1	505	562	616	616
4	Bonus @ 8.33% on minimum wages of Sl.No.1 (as per Payment of Bonus (Amendment Act, 2015)	719	795	873	873
5	Liveries LS @ Rs. 225/- P. M.	225	225	225	225
6	Leave Salary 2½ day P.M.	886	987	1082	1082
	Total	14414	16023	17541	17541
	Per month category wise wage	14414	16023	17541	17541
	Nos of Labours deployed	7	6	3	3
	Total category wise wages per month	100899	96138	52622	52622
	Total wages for all 19 nos. of contract labours				302280

DECLARATION

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 & seal of the contractor)

Place:

Date:

ESTATE OFFICE: BHEL TOWNSHIP: NOIDA

NIT No.: 09:AA:NOI:ADMN.:TF:112:2016-17

Dated: 17.06.2016

No Deviation Certificate

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 is confirming to all the terms and conditions mentioned in the tender document. We hereby undertake and confirm that we have understood the scope of services properly and shall carry out the job as mentioned in this tender.

(Signature & seal of the contractor)

BIDDER'S DETAILS

Name of the Contractor /Party/ Firm	
Name of Representative	
Postal Address	
Phone/ Landline Nos.	
Mobile Nos.	
Fax No.	
E-Mail Address	
Web Site Address (If Any)	
Bank details for payment through NEFT/RTGS and for release of EMD*	Name of Bank: Branch: Account No.: IFSC No.: MICR No.:

(Signature & seal of the contractor)