

Bid Document

Bid Details	
Bid End Date/Time	15-02-2022 18:00:00
Bid Opening Date/Time	15-02-2022 18:30:00
Bid Life Cycle (From Publish Date)	90 (Days)
Bid Offer Validity (From End Date)	80 (Days)
Ministry/State Name	Ministry Of Heavy Industries And Public Enterprises
Department Name	Department Of Heavy Industry
Organisation Name	Bharat Heavy Electricals Limited (bhel)
Office Name	10410005-pc Chennai
Item Category	Custom Bid for Services - Entire Housekeeping and Other Maintenance Services for BHEL Piping Centre Main Office T Nagar and Residential Complex Ashok Nagar located in Chennai Tamil Nadu for a period of 01032022 to 31082022
Contract Period	6 Month(s) 4 Day(s)
Minimum Average Annual Turnover of the Bidder	17 Lakh (s)
Years of Past Experience required	3 Year (s)
Past Experience of Similar Services required	Yes
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years of Experience and Turnover	No
SHG Exemption for Years of Experience and Turnover	No
Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
ITC available to buyer	Yes
Time allowed for Technical Clarifications during technical evaluation	2 Days

Bid Details

Payment Timelines	Payments shall be made to the Seller within 15 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
Evaluation Method	Total value wise evaluation
Financial Document Indicating Price Breakup Required	Yes

EMD Detail

Advisory Bank	State Bank of India
EMD Percentage(%)	2.00
EMD Amount	111802

ePBG Detail

Advisory Bank	State Bank of India
ePBG Percentage(%)	5.00
Duration of ePBG required (Months).	12

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

Beneficiary:

SENIOR ENGINEER

BHEL-Piping Centre Chennai, Department of Heavy Industry, Bharat Heavy Electricals Limited (BHEL),T Nagar, Chennai Ministry of Heavy Industries and Public Enterprises
(Errabothu Venu Kumar)

Splitting

Bid splitting not applied.

1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid data sheet (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc.

This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

4. Past Experience of Similar Services: The Bidder must have successfully executed / completed at least one single order of 80 % of the Estimated Bid Value or 2 orders each of 50 % of the Estimated Bid Value or 3 orders each of 40 % of the Estimated Bid Value for similar service(s) in last three years to any Central / State Govt Organization / PSU / Public Listed Company. Copies of contracts / work orders and documentary evidence of successful execution / completion in support of Past Experience of Similar Services along with names, address and contact details of clients shall be uploaded with the bid for verification by the Buyer.

5. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- i. If number of technically qualified bidders are only 2 or 3.
- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

Additional Qualification/Data Required

Introduction about the project /services being proposed for procurement using custom bid functionality:[1644057950.pdf](#)

Instruction To Bidder:[1644057962.pdf](#)

Pre Qualification Criteria (PQC) etc if any required:[1644057974.pdf](#)

Scope of Work:[1644057986.pdf](#)

Special Terms and Conditions (STC) of the Contract:[1644057997.pdf](#)

Service Level Agreement (SLA):[1644058010.pdf](#)

Payment Terms:[1644058017.pdf](#)

Penalties:[1644058030.pdf](#)

Quantifiable Specification / Standards of The Service/ BOQ:[1644058043.pdf](#)

Project Experience and Qualifying Criteria Requirement:[1644058057.pdf](#)

GEM Availability Report (GAR):[1643951895.pdf](#)

Buyers are requested to upload the format for price breakup of the lumpsum offering to be provided by the service provider (Please provide the format if financial upload required is selected as "Yes" while creating Bid):[1643967981.pdf](#)

Custom Bid For Services - Entire Housekeeping And Other Maintenance Services For BHEL Piping Centre Main Office T Nagar And Residential Complex Ashok Nagar Located In Chennai Tamil Nadu For A Period Of 01032022 To 31082022 (1)

Technical Specifications

Specification	Values
Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Entire Housekeeping and Other Maintenance Services for BHEL Piping Centre Main Office T Nagar and Residential Complex Ashok Nagar located in Chennai Tamil Nadu for a period of 01032022 to 31082022

Specification	Values
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
Addon(s)	

Input Tax Credit(ITC) and Reverse Charge(RCM) Details

ITC on GST	ITC on GST Cess	RCM Applicable
100%	NA	No

Additional Specification Documents

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity of Procurement (to be chosen 1 in all circumstances)	Additional Requirement
1	Deepa Balaji	600017,80, G.N. ROAD, T.NAGAR, CHENNAI-17.	1	N/A

Buyer Added Bid Specific Terms and Conditions

1. Generic

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

2. Generic

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

3. Generic

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.

d. Copy of EFT Mandate duly certified by Bank.

4. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

5. Generic

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

6. Generic

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

7. Generic

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

8. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

9. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specification and / or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents / clauses shall also be null and void. If any seller has any objection / grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the [General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which

shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---Thank You---

BHARAT HEAVY ELECTRICALS LIMITED

PIPING CENTRE, PURCHASE

BHEL / CHENNAI – 600 017

ENQUIRY TERMS & CONDITIONS

SI No	BHEL requirement
1	SCOPE OF CONTRACT: Entire Housekeeping and Other Maintenance Services for BHEL - Piping Centre Main Office, T. Nagar & Residential Complex, Ashok Nagar located in Chennai (Tamil Nadu) for a period of 01.03.2022 to 31.08.2022.
2	PRE-QUALIFICATION CRITERIA: Refer Annexure A
3	SCOPE OF CONTRACT: Refer Annexure B
4	TERMS & CONDITIONS: Refer Annexure C
5	OTHER TERMS & CONDITIONS: Refer Annexure D
6	PRE-QUALIFICATION CRITERIA DETAILS (TO BE FILLED BY BIDDER): Refer Annexure E
7	DETAILS OF COMPANY / FIRM (TO BE FILLED BY BIDDER): Refer Annexure F
8	DECLARATION: Refer Annexure G
9	PRICE BID – WORK / RATE SCHEDULE – 01.03.2022 to 31.08.2022 PART – 1 - Housekeeping and Other Maintenance Services for PC Main Office: Refer Annexure H
10	PRICE BID – WORK / RATE SCHEDULE – 01.03.2022 to 31.08.2022 PART – 2 – Housekeeping and Other Maintenance Services for BRC: Refer Annexure I
11	EVALUATION OF BIDS: 1) Evaluation of bids and ranking of bidders shall be done on total package value. Bidder shall quote for all items of package mandatorily. 2) Quoted rates shall be inclusive of GST.
12	CONTRACT PERIOD: 01.03.2022 to 31.08.2022
13	TERMS OF PAYMENT: Payments will be made on monthly basis within 15 days after submission of bills and reports duly certified by Area Executive in Charge..
14	LD CLAUSE: For Delay in Delivering Services from 01.03.2022: If the bidder fails to deliver the services from 01.03.2022 the purchaser shall deduct Liquidated Damages, a sum equivalent to 0.5% of the price for each week of delay up to a maximum of 10% of the price of contract value. Penalty Clause: Refer Clause No 02 of Annexure C.
15	CANCELLATION / TERMINATION OF CONTRACT, DEFAULT / BREACH OF CONTRACT AND RISK PURCHASE: In case of abnormal delays (beyond the maximum late delivery period as per Penalty clause) in supplies / defective supplies / services or non-fulfilment of any other terms and conditions given in Purchase Order as enumerated subsequently in this clause, Purchaser shall be entitled to cancel the Order / Contract either in whole or portion thereof without compensation to Seller / Contractor and if the Purchaser so desires, may procure upon such terms and in such manner as deemed appropriate, stores not so delivered or others of similar description where stores exactly complying with particulars are not, in the opinion of the Purchaser, which shall be final, readily procurable, at the risk and cost of the Seller / Contractor and the Seller / Contractor shall be liable to the Purchaser for any excess costs provided that the Seller / Contractor shall continue the performance of the Order / Contract to the extent not cancelled under the provisions of this clause. The Seller / Contractor shall on no account be entitled to any gain on such repurchases. If bidder does not agree to the above Risk Purchase Clause, BHEL reserves the right to reject the offer. Risk & Cost Clause, in line with Conditions of Contract may be invoked in any of the following cases: i. Contractor / supplier's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor/ supplier including unexecuted portion of work / supply does not appear to be executable within balance available period (#) considering its performance of execution. ii. Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.

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PIPING CENTRE, PURCHASE

BHEL / CHENNAI – 600 017

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SI No	BHEL requirement
	<p>iii. Non completion of work / Non-supply by the Contractor / supplier within scheduled completion / delivery period as per Contract or as extended from time to time, for the reasons attributable to the contractor / supplier.</p> <p>iv. Termination of Contract on account of any other reason (s) attributable to Contractor / Supplier.</p> <p>v. Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.</p> <p>vi. Non-compliance to any contractual condition or any other default attributable to Contractor / Supplier.</p> <p>Risk and Cost amount against Balance Work: Risk & Cost Amount= [(A-B) + (A x H/100)] Where, A= Value of Balance scope of Work / Supply (*) as per rates of new contract B= Value of Balance scope of Work / Supply (*) as per rates of old contract being paid to the contractor / supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any. H= Overhead Factor to be taken as 5</p> <p>In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).</p> <p>*(Balance scope of work / supply)</p> <p>Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work / Supply for calculating risk & cost amount.</p> <p>Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities. Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities.</p> <p>Substitute / extra items whose rates have already been approved would form part of contract quantities for this purpose. Substitute / extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions.</p> <p>However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose.</p> <p>Note: In case portion of work is being withdrawn, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work / supply' for calculating Risk & Cost amount.</p> <p>Recovery from Supplier Recoveries from contractor / supplier on whom risk & cost has been invoked shall be made from the following:</p> <p>i. Dues available in the form of Bills payable to contractor / supplier, SD, BG's against the same contract.</p> <p>ii. Dues payable to contractor / supplier against other contracts in the same Region / Unit / Division of BHEL.</p> <p>iii. Dues payable to contractor / supplier against other contracts in the different Region / Unit / division of BHEL.</p> <p>iv. Legal Options for recovery of dues payable by the supplier / contractor.</p>

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BHEL / CHENNAI – 600 017

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16	NON-DISCLOSURE AGREEMENT (NDA): The bidders shall enter into the Non-Disclosure Agreement totally voluntarily, with full knowledge of its meaning and without duress. (Format attached).
17	FRAUD PREVENTION POLICY: The Bidder along with its associate/ collaborators/ sub-contractors/ sub-Bidders/ 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.
18	<p>SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS / CONTRACTORS: The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms /principal/agents, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.</p> <p>Integrity commitment, performance of the contract and punitive action thereof: Commitment by BHEL BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.</p> <p>Commitment by Bidder/ Supplier/ Contractor</p> <ul style="list-style-type: none"> • The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India. • The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL. • The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL. <p>If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post execution stage indulges in any act, including but not limited to, mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or tampers the tendering process or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on www. Bhel.com and/or under applicable legal provisions. Guidelines for suspension of business dealings is available in the webpage: http://www.bhel.com/vender_registration/vender.php.</p>
19	CARTEL FORMATION: The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.
20	<p>IN THE EVENT OF FORCE MAJEURE:</p> <p>a. Notwithstanding the provisions contained in other clauses, the supplier / contractor shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier / contractor in fulfilling its obligations under the contract is the result of an event of Force Majeure. For purposes of this clause, Force Majeure means an event beyond the control of the supplier / contractor and not involving the supplier's / contractor's fault or negligence and which is not foreseeable and not brought about at the instance of the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes</p>

BHARAT HEAVY ELECTRICALS LIMITED

PIPING CENTRE, PURCHASE

BHEL / CHENNAI – 600 017

ENQUIRY TERMS & CONDITIONS

SI No	BHEL requirement
	<p>excluding by its employees, lockouts excluding by its management, freight embargoes and Acts of GOD.</p> <p>b. If a Force Majeure situation arises, the supplier / contractor shall promptly notify the Purchaser/Consignee in writing of such conditions and the cause thereof within twenty-one days of occurrence of such event. Unless otherwise directed by the Purchaser/Consignee in writing, the supplier / contractor shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.c. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.</p> <p>d. In case due to a Force Majeure event the Purchaser/Consignee is unable to fulfil its contractual commitment and responsibility, the Purchaser/Consignee will notify the supplier / contractor accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.</p>
21	<p><u>LAWS GOVERNING THE CONTRACT:</u></p> <p>1) The contract shall be governed by the Laws of the Government of India in force.</p> <p>2) Irrespective of the place of execution of the contract, place of delivery / services, place of payment under the contract, the contract shall be deemed to have been made at the place at which the Acceptance of the tender has been issued.</p>
22	<p><u>RESOLUTION OF DISPUTES:</u></p> <p>The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the contract/tender which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.</p> <p>The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof.</p> <p>Notes:</p> <p>1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.</p> <p>2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.</p> <p>The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Annexure X to this Enquiry Conditions.</p> <p>The Annexure together with its appendices will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in these Enquiry Conditions.</p> <p>Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract ; or , in any manner touching upon the Contract, then, either Party may , by a notice in writing to other Party refer such dispute or difference to sole arbitration of an arbitrator appointed as per the Arbitration and Conciliation Act, 1996 (India) or statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force.</p> <p>The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the parties. Subject as aforesaid, the provision of Arbitration & Conciliation Act 1996 (India) or</p>

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BHEL / CHENNAI – 600 017

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	<p>statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.</p> <p>The seat of arbitration shall be Chennai, Tamil Nadu, India. The cost of arbitration shall be borne as per the award of the Arbitrator. Subject to arbitration in terms of clause above, the Courts at Chennai, Tamil Nadu, India shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.</p> <p>Notwithstanding the existence or any dispute or difference and/or reference for the arbitration, the vendor / contractor shall proceed with and continue without hindrance the performance of its obligation under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.</p> <p><u>In Case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:</u></p> <p>In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/Port Trusts inter se and also between CPSEs and Government Departments/Organizations (Excluding disputes concerning Railways, Income Tax, Customs & Excise Departments, such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013 –DPE (GM)/FTS-1835 dated 22-05-2018.</p>
23	<p><u>SET-OFF CLAUSE:</u> BHEL shall have the right to recover any money which in the sole opinion of BHEL is due from the Contractor from any money due to the Contractor under this Contract or any other contract or from the Security Deposit furnished by the Contractor under this Contract or any other contract.</p>
24	<p><u>GENERAL:</u></p> <ul style="list-style-type: none">i. The PO copy with all details will be given to successful bidders in soft mode only.ii. Acknowledgement for receipt of PO shall be sent within one week from the date of receipt.iv. Deviation taken after placement of order will not be accepted.v. Suppliers / contractor to analyze in detail, at the time of submission of offer with reference to our “delivery” requirement of item / services and confirm compliance.vi. BHEL reserves the right to negotiate or re-float the tender opened, if price / other details are not acceptable to them.vii. Any other terms and conditions mentioned in your offer other than the terms and conditions mentioned in this enquiry will not be considered.viii. Bids not accepting to any of the enquiry terms and conditions will be liable for rejection.
25	<p><u>GST DECLARATION:</u> Kindly include the following GST declaration in the invoice: “CGST/SGST/IGST CLAIMED IN INVOICE WILL BE UPLOADED IN GST NETWORK AND DULY PAID”.</p>
26	<p><u>BID VALIDITY:</u> Quotation should be valid for a period of 80 days from the date of tender opening.</p>
27	<p><u>ADDRESS OF TENDER INVITING AUTHORITY:</u> E Venu Kumar Sr.Engineer, Purchase BHEL/Piping Centre, No 80, G N Chetty Road, T Nagar, Chennai – 600017. 044-28161298 Mob:7904589227. e-mail: venukumare@bhel.in</p>



Bharat Heavy Electricals Limited
(A Govt. of India Undertaking)
Piping Centre, No.80, G. N. Road, T.Nagar, Chennai – 600017, Tamil Nadu

Dear Sir/s,

Sub: Open Tender on Two-Part basis Inviting Technical and Price Bid for “Entire Housekeeping and Other Maintenance Services for BHEL - Piping Centre Main Office, T. Nagar & Residential Complex, Ashok Nagar located in Chennai (Tamil Nadu).”

Please submit your competitive bid in **GeM Portal** for the following scope of work as per the conditions given in the Tender.

- 01.** Scope of work : “Entire Housekeeping and Other Maintenance Services for BHEL – Piping Centre Main Office - T.Nagar & Residential Complex - Ashok Nagar, located in Chennai (Tamil Nadu).
- 02.** Duration of Contract : **06 Months**
- 03.** Commencement of Work : **01.03.2022**
- 04.** Submission of Bids : **Thru GeM Portal - <https://gem.gov.in/>**

05. SPECIAL INSTRUCTIONS:

This Tender is subject to meeting 1. Pre-Qualification Criteria (Annexure A) 2. Scope of Contract (Annexure B) 3. Terms & Conditions (Annexure C) 4. Other Terms & Conditions (Annexure D) 5. All Annexures and 6.Enquiry Terms and Conditions.

- (a) Bidder should furnish all details asked for in the “TECHNICAL BID”. Bids submitted with incomplete and incorrect details will be liable for rejection.
- (b) **EMD** (As per Clause 11 of Annexure C) or Exemption Certificate (UDYAM) along with **Certificate of Declaration** (As per Annexure – I) should be submitted by bidder as specified in the tender. The original should be posted/couriered/given in person in a sealed cover super scribing ‘Tender number/Date/EMD’ to the Tender Inviting Authority within the bid submission date and time for the tender.
- (c) Technical bid will be considered only if
- In case of **Demand Draft** – Original Demand Draft (**EMD**) along with **Certificate of Declaration** reaches address of Tender Inviting Authority within the bid submission date and time for the tender.
 - In case of **Eletrocnic Transfer of EMD**, details of the same along with **Certificate of Declaration** reaches (or) mailed to Tender Inviting Authority within the bid submission date and time for the tender.
 - In case Bidder seeks Exemption from EMD, **Exemption Certificate (UDYAM)** along with **Certificate of Declaration** reaches (or) mailed to Tender Inviting Authority within the bid submission date and time for the tender.

Place

Signature of the Bidder

Date

(NAME & ADDRESS WITH SEAL)



Bharat Heavy Electricals Limited
(A Govt. of India Undertaking)
Piping Centre, No.80, G. N. Road, T.Nagar, Chennai – 600017, Tamil Nadu

EMD in any other form and tender without EMD/Exemption Certificate (UDYAM) & Certificate of Declaration will be summarily rejected.

(d) The Pre-Qualification Criteria, Scope of Contract, Terms & Conditions, Other Terms & Conditions, Enquiry Terms and Conditions and all other details asked for in “**ADDITIONAL TERMS & CONDITIONS (ATC)**” shall be duly signed under Company Seal in all pages along with **Sample Price Bid** with all columns filled as “**QUOTED**” only (**no rate/s shall be indicated**).

(e) Any deviation to the tender terms & conditions or schedules to this tender will lead to total disqualification of the offer submitted.

Regards,
Tender Inviting Authority,
E Venu Kumar
Sr.Engineer,Purchase
BHEL/Piping Centre, No 80, G N Chetty Road,
T Nagar, Chennai – 600017
044-28161298
Mob:7904589227.
e-mail: venukumare@bhel.in

Place

Signature of the Bidder

Date

(NAME & ADDRESS WITH SEAL)



CHECKLIST AND SCHEDULE OF GENERAL PARTICULARS

NOTE: Bidders shall fill in the following details and no column should be left blank

SL.NO.	PARTICULARS	STATUS
1	Whether Certificate of Declaration confirming the knowledge of BHEL Locations attached (Annexure –I)	YES / NO
2	Whether DD / Eletronic Transfer Details for EMD / Exemption Certificate enclosed or mailed to Tender Inviting Authority	YES / NO
3	Whether Details of Similar Works completed during last Seven Years (Jan-2014 to Dec-2021) attached (Annexure –II)	YES / NO
4	Details of GST Registration furnished with Proof	YES / NO
5	Details of PAN furnished with Proof	YES / NO
6	Details of PF Registration furnished with Proof	YES / NO
7	Details of ESI Registration No. furnished with Proof	YES / NO
8	Details of Company Status attached with Proof	YES / NO
9	Details of Previous Experience in the Industry attached with Proof	YES / NO
10	Income Tax Details for the last three Financial Years attached with Proof	YES / NO
11	Profit & Loss Account Statements and Balance Sheet for the last three Financial Years attached with Proof	YES / NO

Place

Signature of the Bidder

Date

(NAME & ADDRESS WITH SEAL)



Bharat Heavy Electricals Limited
(A Govt. of India Undertaking)
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SL.NO.	PARTICULARS	STATUS
12	Acknowledgment of IT Returns for the last three Financial Years attached	YES / NO
13	Details of Company / Firm attached	YES / NO
14	Certificate of Compliance attached	YES / NO
15	Format to Receive e-Payment (NEFT / RTGS)	YES / NO
16	Technical Bid with Sample Price Bid (without rates) signed and sealed enclosed	YES / NO

Date:

Name and Address of the Bidder

(Signature of Bidder)

With Stamp

Place

Signature of the Bidder

Date

(NAME & ADDRESS WITH SEAL)



Annexure A

I. Pre-Qualification Criteria

1. The Bidder must inspect all the specified Locations and enclose the duly filled in format given in Annexure – I.
2. The Bidder should have valid GST Registration Number, PAN, PF and ESI Registration Numbers. Documentary proofs / Photo copies (self-certified) are to be enclosed.
3. The agency could be a Proprietorship / Registered Firm / Private or Public Ltd. Company registered under Companies Act. Documentary proof / photo copy (self-certified) to be enclosed.
4. The Bidder should have housekeeping experience in the industry / institution for a minimum period of Three Years. The list of clients, present and past, should be enclosed and contract completion / performance certificate from client(s) has to be furnished as documentary evidence.
5. Bidder's Average Annual Financial turnover during the last Three Financial Years ending 31st March 2021 should be **at least Rs.17 Lakhs (Rupees Seventeen Lakhs)**. Copies of Balance Sheets and Profits & Loss Account Statements of last three Financial Years i.e. F.Y. 2018-19, 2019-20 & 2020-21, duly certified by Chartered Accountant and Copies of Acknowledgements of IT Returns of last Three Financial Years i.e. F.Y. 2018-19, 2019-20 & 2020-21 shall be furnished.
6. Bidder shall have experience of having successfully completed similar works during the **last Seven Years ending on 31.12.2021** in one of the following ways:-
 - 6.1 Three Similar Completed Works, each work costing not less than the amount equal to **Rs.22 Lakhs** (or)
 - 6.2 Two Similar Completed Works, each work costing not less than the amount equal to **Rs.28 Lakhs** (or)
 - 6.3 One Similar Completed Work costing not less than the amount equal to **Rs.45 Lakhs**

Similar Works shall mean Contract executed for Housekeeping Services in Offices, Factories, Establishments, etc.

Bidder shall submit filled in **Annexure - II** (Details of similar works completed during the last seven years – Jan 2014 to Dec 2021) with Copies of Work Orders / Contract Award Letters **and** Work Completion Certificate in support of proof of experience for the similar completed works executed by the bidders as per Clause 6.0 above. BHEL reserves the right to cross check/verify the documents from the issuing Agency.

7. Bidder shall have an office in Chennai for dealing with day-to-day affairs and to comply with all Statutory Provisions of the Applicable Acts and shall submit a **Self-Declaration** in their official letter head that they have a **full-fledged office set-up** in Chennai indicating the present address with contact details (phone nos. & email address). Full-Fledged Office Set-up shall mean the office shall be kept open during normal business hours (0900 – 1800 Hrs) and an authorized representative of
Place Signature of the Bidder

Date

(NAME & ADDRESS WITH SEAL)



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Piping Centre, No.80, G. N. Road, T.Nagar, Chennai – 600017, Tamil Nadu

- the Bidder must be available for immediate response. The decision of the BHEL - Tender Committee / BHEL In-charge inspecting the office set-up shall be final and binding on the Bidder.
8. Bidder must submit a Self-Declaration that no case is pending with the Police / Court against the Proprietor / Firm / Partner / Director or the Company for any Statutory Violation or Non-Compliance of Statutory Provisions of Applicable Acts and that the Bidder has not been suspended / blacklisted by any Organization.
 9. The bids of only those bidders, who are meeting all the above specified eligibility criteria, will be considered for further evaluation and bids of others will be summarily rejected.

NOTE: The above pages will form an integral part of technical specifications and shall be enclosed with the seal and signature of the Authorised Signatory.

Place

Signature of the Bidder

Date

(NAME & ADDRESS WITH SEAL)



Annexure B

II. SCOPE OF CONTRACT:

VARIOUS LOCATIONS WHERE SERVICES ARE TO BE PROVIDED:

The various locations wherein the **Housekeeping and Other Maintenance Services** to be provided are given below:-

- a) BHEL – Piping Centre (PC Main Office), No. 80, G.N. Road, T.Nagar, Chennai - 600017;
- b) BHEL – Residential Complex (BRC) , 8/7A, Inner Ring Road, Ashok Nagar, Chennai – 600083

SCOPE OF WORK:

The scope of work covers providing Housekeeping and Maintenance of the entire premises and providing Attenders & Clerical Services by the Contractor at the above mentioned addresses / locations as detailed below: -

- (A) BHEL - Piping Centre Main Office comprising Security Booths, Ground + 5 Floors, Staircases, Lift, Lift Machine Room, Open Area inside the Compound Walls, Parking Area, Sumps, Toilets, Pump Rooms, Rainwater Harvesting, Overhead Water Tanks, EB Room, Diesel Generator Sets, Distribution Room, Canteen Hall, Recreation Club, Terrace, Control / Switch Rooms, UPS & Server Rooms and Storage Rooms.
[Total area =26,000 sq.ft. approx. (2415 Sqm)]
- (B) BHEL – Residential Complex (BRC) comprising Security Booths, Basement Parking Area, Ground + 3 Floors consisting of all Residential Quarters with attached Toilets, Wash Basins, Floor Areas, Terrace, Staircases, Lift, Lift Machine Room, Inside Roads, Sumps, Common Toilet, Pump Rooms for Drinking and multi-purpose Water, Overhead Water Tanks, Rainwater Harvesting, EB Room, Distribution Room, Diesel Generator Set, Garden, Control/Switch Rooms and Storage Rooms.
[Total area =30,000 sq.ft. approx. (2787 Sqm)]

The detailed activities are given in the Bill of Quantities indicated in the price bid. However, the activities mentioned are only indicative in nature and any other activities which are incidental to the above shall be carried out and no additional amount will be paid for the same.

MINIMUM CREW STRENGTH PER DAY:

The bidder has to provide workforce in sufficient numbers to maintain the buildings as required and of quality to ensure workmanship of the degree specified in the job order / PO and to the satisfaction of the BHEL In-Charge. As per BHEL estimate the minimum crew strength required for satisfactory performance of the contract is given hereunder:-

Place

Signature of the Bidder

Date

(NAME & ADDRESS WITH SEAL)



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CATEGORIES	LOCATION-WISE MINIMUM CREW STRENGTH PER DAY		
	PC	BRC	TOTAL
Housekeeping	9	2	11
Attender	8	-	08
Electrical Supervisor (common for all locations)	1		01
Electrician	3	1	04
Plumber	1	1	02
Clerical	17	-	17
Supervisor	1	1	02
TOTAL	40	5	45

The bidders shall, however, survey all the work locations & its area and make assessment of the additional requirement, if any.

The bidder must employ experienced and skilled ADULT labour only. No Child Labour (below 18 years of age) shall be engaged / deployed by the bidder. The age of people deployed should not be more than 60 years. **In case, employment of Child Labour is found, it will lead to immediate termination of Contract.** The successful bidder shall engage only such workers, whose antecedents have been thoroughly verified, including character and police verification and other formalities.

The bidder shall ensure that the workforce deployed (except Clerical category) wear uniform while on duty. Contractor shall provide Uniform and sufficient number of Rain Coats, Gumboots, Protective Clothing, Safety / Personal Protective Equipments (PPE) etc. to their employees deputed for work at all the locations. The exact requirement shall be decided in consultation with the BHEL in-charge.

The working hours for various categories of workforce to be deputed by the Contractor is given in **Annexure VI**.

LIST OF MATERIALS, TOOLS TO BE SUPPLIED BY THE CONTRACTOR:

- The list of minimum quantity of materials, tools to be supplied at applicable locations is detailed as under: -
 - List of Housekeeping Materials** - **Annexure III**
 - List of Electrical Tools** - **Annexure IV**
 - List of Plumbing Tools** - **Annexure V**
- The bidders shall, however, survey all the office locations on their own and make assessment of any additional quantity and different variety of materials which are essential for the execution of all the above specified works.
- The required tools for carrying out Electrical & Plumbing Works shall be provided by the Contractor. During course of time any tools got damaged or unusable, the same shall be replaced immediately at Contractor's cost.

Place

Signature of the Bidder

Date

(NAME & ADDRESS WITH SEAL)



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4. The bidders shall survey the areas of work at various locations and make their own assessment of any additional requirement of Equipments which are necessary for providing effective housekeeping services on their own.
5. All the Materials to be supplied by the Contractor should be of leading Brands and First Quality with ISI Mark (or) in conformity with the specification / makes keeping in view good quality/standard after discussion and finalization with BHEL In-Charge. **All the materials, tools and equipments shall have the prior approval of BHEL.** The decision of BHEL shall be final and binding on the Contractor.
6. All the above-mentioned materials, tools and equipments should be available with the Site Supervisor/s at all times. In case of shortage, the Contractor has to arrange for supply of the required balance quantities immediately in co-ordination with the Site Supervisor/s.

NOTE: The above pages will form an integral part of technical specifications and shall be enclosed with the seal and signature of the Authorised Signatory.

Place

Signature of the Bidder

Date

(NAME & ADDRESS WITH SEAL)



Annexure C

III. TERMS AND CONDITIONS:

1. The work shall be carried out so as to keep the premises ready by office opening time and keep the office clean till and after the closing time.

2. PENALTY CLAUSE :

The following instances will attract Penalty from the Contractor's running bills (or) Security Deposit as applicable: -

- (a) Failure in maintaining the Stipulated Services on any day up to the desired standard in part / full **(or)** delay in supply / short-supply of minimum quantity of materials per month **(or)** delay in supply of tools **(or)** delay / short- payment of wages to the workforce engaged by the Contractor beyond the stipulated date in this Tender : In each such occurrence, an amount of **Rs.5,000/- (Rupees Five Thousand only) per day** will be recovered.
- (b) Failure in maintaining specified minimum crew strength : A penalty at the rate of **Rs.750/- (Rupees Seven Hundred and Fifty only) per day per person** not engaged for the work will be recovered. The penalty for shortage in minimum crew strength shall also include reliever / holiday duties, etc.

For the purpose of imposing the above mentioned penalties, the decision of BHEL In-Charge will be final and binding on the contractor and shall not be subject to any dispute 'or' arbitration.

3. Site Supervisor/s should maintain the attendance, materials register, various registers stipulated under statutory provisions under applicable laws. All the housekeeping, Attender and supervisor personnel shall be present during the entire period of BHEL working hours on all the Six Days a Week.
4. ***The Bidder shall ensure continuous and uninterrupted services wherever round-the-clock shifts are stipulated.***
5. All consumables required for maintenance of electrical and plumbing works shall be supplied by BHEL. However, as per the contract the contractor shall supply all the necessary tools to his workmen to carry out the work.
6. Upkeep and maintenance should not suffer on any account including absenteeism. Any delay in providing service shall result in BHEL getting the work done by other source /agencies **at the risk and cost of the contractor.**

7. RATES:

- (a) The applicable rates quoted shall remain **FIRM / CONSTANT** for the entire Tenure of the Contract from the date of commencement and no increase in the rates quoted will be entertained for any reason whatsoever including the extended term of the Contract, if any.
- (b) Rates should be quoted in figures as well as in words with reference to the item shown in the attached schedule.
- (c) Rate for the item of the tender schedule should be quoted in Rupees and paise only as per the Work / Rate schedule both in figures and words. In case any difference in rate/s quoted between figures and words, then the rate/s quoted in words will only be taken as the tendered rate.

Place

Signature of the Bidder

Date

(NAME & ADDRESS WITH SEAL)



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- (d) If, in the price structure quoted, there is discrepancy between the Rate and the Amount (which is obtained by multiplying the rate by the quantity), the Rate shall prevail and the Amount corrected accordingly.
- (e) The rates quoted in the tender shall remain valid for a minimum period of "EIGHTY DAYS" from the date of opening of Technical bid.
- (f) The Rates quoted should be inclusive of applicable GST and inclusive of any other taxes & duties levied or to be levied both by Central and State Government Authorities. Such levies should be borne by the Contractor.
- (g) GST will be reimbursed as per statutory provisions, subject to production of proof of payment / remittances only.
- (h) In case GST credit is delayed or denied to BHEL due to reasons not attributable to BHEL, GST amount will be recovered from vendor along with interest levied or leviable on BHEL from payment due to vendors (bills, SD etc) from BHEL.
- (i) Every endeavour is made to avoid any error which can materially affect the basis of the tender but the successful Bidder shall be taken upon himself to provide for the risk or any error which may be subsequently discovered and shall make no subsequent claim on account thereof.
- (j) Canvassing in any form w.r.t. tenders is strictly prohibited and the tenders submitted by contractors who resort to canvassing are liable for rejection.
- (k) The Contractor shall obtain labour license for the entire Contract period, including extended period, if any, in respect of BHEL if selected / work awarded.

8. PROCEDURE FOR SUBMISSION OF TENDER:

- (a) Bidders should fill in all the required particulars in the blank spaces provided for this purpose in the tender documents. In acceptance of the terms and conditions mentioned under this contract, each and every page (Technical Bid including Sample Price Bid, all other required documents and Price Bid) of this enquiry including corrigendum, if any, shall be signed and sealed by person duly authorized / empowered to do so. Certified copies of such authority and relevant documents shall be submitted along with the tender.
- (b) If the bidders have any doubt/s about the meaning of any portion of the specifications or find discrepancies or omission or shall require clarification on any of the technical aspects, scope of work, etc. he/she shall at once contact the authority inviting the tender on the specified address / contact nos. for clarification before submission of the tender. No claim will be entertained later on these grounds.
- (c) Before submission of tender document, the Bidder/s is/are advised to inspect all the sites of work and the environment and be well acquainted with the actual working and other prevalent conditions, facilities available, etc. No claim will be entertained later, on the grounds of lack of knowledge.
- (d) All entries in the tender shall be either typed or written legibly in ink. Erasures and overwriting shall not be resorted to. However, in case of unavoidable corrections / insertions, the bidder shall affix his signature against the same.
- (e) For convenience and uniformity, the "PRICE BID" Formats are enclosed. You are requested to quote your rates in the prescribed formats only. No Column/s in the Price Bid shall be left blank.

Place

Signature of the Bidder

Date

(NAME & ADDRESS WITH SEAL)



- (f) The bidder shall carefully peruse all the clauses, specifications indicated in the tender documents before quoting.

9. AWARDING OF CONTRACT

The Price Bids of qualified bidders will be opened by the Committee and the Organisation / Agency with the Lowest Bid (L1) shall be considered for award of Contract. The **Total Contract Value** shall be taken into consideration for arriving at **L1** Status for award of the Contract.

10. SELECTION, CONTROL AND SUPERVISION OF WORKFORCE:

- (a) Contractor shall decide the number of employees, over the minimum crew strength, if required, to be deployed for execution of the work awarded to him. Contractor or his Site Superviros/s shall be solely responsible for carrying out the assigned works as per the prescribed specifications and quality plan.
- (b) All workforce, materials, tools, equipments, transportation etc., required for the works are under the scope of the Contractor only.
- (c) Contractor's Supervisor/s shall supervise the work allotted by BHEL and to be executed by their Employees to the satisfaction of BHEL.
- (d) Contractor 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.
- (e) Contractor to maintain appropriate records of his employees deployed to carry out the job(s).
- (f) The Electrical Supervisor to be deployed by the Contractor shall be a License Holder who shall supervise all the other Electricians and monitor all the Electrical Maintenance prescribed and incidental to the works specified under this Contract for the specified Locations.
- (g) Contractor to provide identity card with photograph duly verified and attested by the Contractor to his employees. Contractor to indicate the name of the proprietary / partnership firm / company, place of work, contact number and duration of validity of card.
- (h) Contractor shall be solely responsible for the good conduct of his employees. In case of any misconduct / misbehavior by any employee, the contractor will replace such employee(s) immediately and make good the loss / damage suffered by BHEL. The decision of BHEL In-Charge shall be final and binding in this regard.
- (i) Contractor shall ensure that the job is executed through his employees on his rolls and under no circumstances, the contractor shall deploy any casual labour to carry out the job assigned nor shall sub-contract the job without prior written permission.
- (j) Contractor shall keep watch on his employees and he will be liable for any pilferage / loss / damage 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 contractor shall lie exclusively with him.
- (k) Contractor has to provide distinct uniform to their workforce(except clerical category) different from BHEL employees. The **uniform** should have **logo of the Contractor's firm / company**. The uniform shall be kept in neat, tidy and wearable condition.

Place

Signature of the Bidder

Date

(NAME & ADDRESS WITH SEAL)



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(A Govt. of India Undertaking)
Piping Centre, No.80, G. N. Road, T.Nagar, Chennai – 600017, Tamil Nadu

- (l) Contractor to provide necessary personal protective equipments (PPE) to his employees. The contractor shall be solely responsible for enforcing all safety regulations as applicable.
- (m) Contractor to ensure that all precautions are taken for safety of his employees and equipments.
- (n) **Contractor shall make wage payment to all his employees on or before 7th of every month (either one day before or after in case of Sunday / Holidays) as applicable.**
- (o) While making payment, the contractor should provide salary slip to all employees giving details of PF, ESI etc. The salary should be made through e-payment directly to be deposited in their bank account.
- (p) The Contractor shall carry out health performance test at his cost for all the workmen engaged in the work through a registered medical practitioner and produce certificate on demand.
- (q) The Contractor shall strictly adhere to various labour laws in force and shall maintain all statutory records as stipulated by the statutory authorities from time to time.
- (r) The Contractor shall ensure that preferably male labourers shall be engaged for the housekeeping activities and also shall ensure all their Employees shall wear uniform and identity card while on duty.
- (s) All the tools like brooms, cob-web remover, empty gunny bags, nylon scrubber, spray tanks & safety items like gumboots, gloves, goggles, etc. will be under the scope of the contractor.
- (t) All materials, tools, equipments used in the work shall be of ISI & approved quality and will be under the scope of contractor. The same will be subject to periodical inspection by BHEL officials, if required. In case the quality of materials, tools & equipments are not satisfactory, the same shall be replaced immediately at the Contractor's Cost.
- (u) **Usually, work has to be carried out in day time only. On some occasions , like arranging late evening snacks, preparation of meeting hall in late or early hours, arrangements for functions, filling of water, filling of diesel, laying of electrical & telephone cable, changing of lights, partition wall work / re-location of office furnitures, special occasions, any other electrical / plumbing works, emergency work / urgency, etc; which may require extended working hours beyond the normal working hours stipulated in the Tender. For all such works, the contactor has to make adequate provision of approximately 10% over and above the total cost of minimum crew strength for paying extra wages, overtime wages, night shift allowances, reliever wages, holiday wages, etc; to their workmen as per the provisions stipulated in the Tender. However, no additional payment on this account would be made to the Contractor.**
- (v) The decision of BHEL In-Charge for this contract shall be final and binding on the contractor regarding clarification of items to be supplied and all terms and conditions of Tender.
- (w) In all matters of disputes, the decision of the BHEL In-Charge shall be final and binding on the Contractor.
- (x) The periodicity of any / all activities specified in the Contract may be increased depending upon the requirement and necessity. However, there will be no additional payment made on this account.
- (y) BHEL In-Charge will give day-to-day working instructions only to the Contractor or the Site Supervisor/s nominated by the Contractor. BHEL will have nothing to do or be concerned with the employment of employees deputed by the Contractor for the works specified in the Tender. The relationship between BHEL and the Contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or an Employer – Employee relationship.

Place

Signature of the Bidder

Date

(NAME & ADDRESS WITH SEAL)



11. EARNEST MONEY DEPOSIT:

- (a) Every Bidder is required to remit a sum of **Rs. 1,11,802/- (Rupees One Lakh Eleven Thousand Eight Hundred and Two only)** towards EARNEST MONEY DEPOSIT (EMD) by Demand Draft (DD) from Nationalised / Scheduled Banks drawn in favour of "BHEL – Piping Centre" payable at Chennai or Electronic Fund Transfer credited in BHEL Account (Bank: State Bank of India, Branch : T.Nagar, Account No.: 40186134921, IFSC: SBIN0001020) **before bid submission date and time for the tender.**
- (b) EMD given by all unsuccessful Bidder/s shall be refunded normally within fifteen days of acceptance of award of work by the successful Bidder.
- (c) EMD shall not carry any interest.
- (d) EMD of successful Bidder will be retained as part of Security Deposit
- (e) BHEL reserves the right to forfeit EMD in case the Bidder:
- i) After opening of the tender and within the offer validity period revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
 - ii) Bidder who has become L1 and fails to deposit the required Security Deposit or commence the work within the period as per LOI / PO.
 - iii) Bidder who has become L1 and fails to communicate unqualified acceptance of LOI/PO within 7 days from the date of LOI/PO.
- (f) EMD Waiver Documents : EMD is waived off for MSE (Micro and Small Enterprises only) vendor by submitting UDYAM certificate.
- (g) Bidders availing EMD waiver by submitting UDYAM certificate should submit Security Deposit (5% of the Contract value) within time specified in the Letter of Intent (LOI) / PO.

12. SECURITY DEPOSIT:

- (a) Upon acceptance of tender, the successful Bidder within the time specified in the Letter of Intent (LOI) / PO must deposit the required amount of **Security Deposit** for satisfactory completion of work. The Security Deposit in any one of the prescribed modes shall be deposited to BHEL.
- (b) The total amount of Security Deposit shall be 5% of the Contract value.
- (c) EMD of the successful bidder shall be converted and adjusted towards the required amount of Security Deposit.
- (d) The balance amount to make up the required Security Deposit of 5% of the contract value may be furnished in any one of the following forms:
- i) Local Cheques of Scheduled Banks(subject to realization) / Pay Order / Demand Draft / Electronic Fund Transfer in favour of BHEL.
 - ii) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
 - iii) Atleast 50% of the required Security Deposit, including the EMD shall be collected as per the time frame specified in the Letter of Intent (LOI) / PO. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.

Place

Signature of the Bidder

Date

(NAME & ADDRESS WITH SEAL)



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(A Govt. of India Undertaking)
Piping Centre, No.80, G. N. Road, T.Nagar, Chennai – 600017, Tamil Nadu

- iv) The security deposit shall be released to the contractor upon fulfillment of Contractual obligations as per terms of the Contract.
 - v) The security deposit shall not carry any interest.
- (e) Bidder should submit security deposit as per the time frame specified in the Letter of Intent (LOI) / PO. In case of delay in submission of security deposit, enhanced security deposit which would include interest (SBI rate + 6%) for the delayed period, shall be submitted by the bidder. Further, if security deposit is not submitted till such time the first bill becomes due, the amount of security deposit due shall be recovered as per terms defined in NIT / contract, from the bills along with due interest.

13. RETURN OF SECURITY DEPOSIT:

The contractor would be eligible to claim for return of the Security Deposit after completion of the allotted works in all respects to the satisfaction of BHEL and returns properties belonging to BHEL, handed over / lent to him or hired for carrying out the said works. Thereafter, the Contractor shall produce a Self-Undertaking with a request for return of Security Deposit wherein he shall specifically undertake to indemnify BHEL against any claim / loss claimed by various Statutory Authorities including dues payable by the Contractor to their employees like Salary/Wages, PF, etc. Based on the above-specified request from the Contractor, the Security Deposit would be returned to the contractor after deducting applicable dues, if any payable to BHEL under this 'or' other contracts entered into with the contractor. It may be noted that in any case, the security deposit shall not be returned / released prior to passing of final bill.

No interest shall be payable by BHEL on Earnest Money Deposit, Security Deposit or any money due to the contractor for any delay whatsoever.

14. CERTIFICATION OF WORK DONE AND PAYMENT THEREOF:

- (a) The BHEL In-Charge shall certify the works executed by the Contractor under different locations on a monthly basis.
- (b) Shortcomings, if any, in the work executed by the contractor will be pointed out by the BHEL In-Charge to the Contractor or his authorized representative and the same shall be rectified by him within the specified time to the satisfaction of BHEL In-Charge. **If such shortcoming/deficiency in the allocated work/s is/are not rectified, appropriate deductions as specified under PENALTY CLAUSE would be effected in the respective monthly bill.** In this connection, the decision taken by the BHEL In-Charge shall be binding and final on the Contractor.
- (c) Payment towards work satisfactorily executed will be made to the contractor at the agreed rates as per the LOI/PO.
- (d) **Payment will be released on a monthly basis within two to three weeks from the date of receipt of bill complete in all respects and certification by Administration Department that the services provided during the month are Satisfactory.**
- (e) All payments will be subject to deduction of income tax at source as per Income Tax and GST rules applicable from time to time.

Place

Signature of the Bidder

Date

(NAME & ADDRESS WITH SEAL)



- (f) Any revision in the existing GST (or) introduction of any other tax by the Govt. of India would be absorbed by BHEL based on the written request by the Contractor with necessary documentary evidence.

15. DURATION OF THE CONTRACT:

- (a) The duration of the Contract is **SIX MONTHS**. During the entire tenure, the Performance of the Contractor shall be found Satisfactory. In case of unsatisfactory performance, the Contract could be terminated by serving two months notice.
- (b) The Contract may be withdrawn by the Contractor by serving two months notice.
- (c) In case of change in any of the Office locations within Chennai region, during the tenure of the Contract, the Contractor shall ensure providing services in the new location at the same rates as agreed under this Contract. **In case there is substantial upward/downward variation in the scope of works/materials amounting to more than 20%, the terms of the Contract will be discussed and mutually agreed upon.**

16. EXTENSION OF THE CONTRACT:

After completion of the Contract for the original period of **SIX MONTHS** the same could be extended at the discretion of BHEL for a further period as mutually agreed upon on the same rate, terms and conditions of the original tenure.

17. RATES & VALIDITY OF OFFER:

The rates in the tender shall be kept open for acceptance for a minimum period of **Eighty Days** from the date of opening of Technical Bid. In case BHEL calls for negotiation/s, such negotiation/s shall not amount to cancellation or withdrawals of the original offer, which shall be binding on the Bidders. Further, the rates shall be kept firm by the successful Bidder, till the end of the contract period and no revision of rates on any context is permissible during the period of the contract for any reason whatsoever including the extended period of Contract, if any.

18. PAYMENT OF WAGES:

The Contractor shall ensure payment of Minimum wages as prescribed by the Govt. of Tamil Nadu from time to time.

19. TOWARDS STATUTORY LIABILITY:

- (a) All statutory requirements under The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Workmen Compensation Act 1923, The Employees' Provident Fund & Miscellaneous Provisions 1952, The Payment of Gratuity Act, 1972, The Employees' State Insurance Act, 1948, The Contract Labour (Regulation & Abolition) Act, 1970, The Payment of Bonus Act, 1965, The Income Tax Act, The GST Act and all other applicable Acts shall be complied with by the Contractor.
- (b) Contractor shall comply with all statutory requirements, maintenance of records & registers, rules, regulations, and notifications in relation to employment of his employees issued from time to time by the Appropriate Authorities.
- (c) The Payment of Wages shall be made in the presence of authorized representative/s of BHEL or as stipulated in the tender documents and the Contractor shall maintain proper records for timely disbursement. These records need to be preserved for a minimum period of Three years and shall be made available even after the contract is over for any verification by the statutory authorities/BHEL authorities.

Place

Signature of the Bidder

Date

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- (d) The Contractor shall provide PF pass book to his employees and ensure payment of PF, EDLI, Pension dues under EPF & MP Act, 1952, to the Regional Provident Fund Commissioner as applicable from time to time.
- (e) The Contractor shall ensure payment of ESI contribution under the ESI Act, 1948 and provide ESI Membership No. / Card to each employee as applicable from time to time.
- (f) Contractor shall produce proof for compliance of minimum wages and BHEL additional wages as stipulated in the Tender for various Categories of Labour on a monthly basis. In addition, he shall also produce proof for various deductions as well as remittances like PF, EDLI, Pension, ESI contribution, administrative charges etc. as applicable and shall maintain proper records. The Contractor shall issue wage slips to each and every employee.
- (g) Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.
- (h) Contractor shall be solely responsible for non-payment or / and delayed or / and less payment of Statutory Minimum Wages (Basic & DA), BHEL Additional Wages, contributions under EPF & MP Act, ESI Act, etc.
- (i) **The Bill/s prepared by the Contractor shall be verified by BHEL and passed on the basis of number of manpower deployed (adequate / shortage), payment of statutory minimum wages, BHEL additional wages, reliever wages, holiday work wages, overtime wages, as given in the Tender, statutory contributions & statutory remittances (PF, ESI, Bonus, GST, etc.) along with necessary documentary proof at all the specified locations of BHEL.**
- (j) In case the contractor fails to make payment of wages to his employee/s or remittance of contribution to the concerned authorities, the security deposit / other dues / running bills under the contract shall be utilized by BHEL to discharge the liability of the contractor.
- (k) Contractor shall indemnify BHEL against all claims and losses under various labour laws, statutes or any civil or criminal law in connection with employee/s deployed by him.
- (l) The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
- (m) Contractor to obtain adequate insurance coverage for his employees not covered under ESI / equipment / tools and tackles, etc. and take third party risk insurance coverage at his own cost. BHEL shall not be responsible for any loss, damage and pilferage of his property and/or accident / disablement / death to his employee/s.
- (n) Contractor should have independent code numbers / exemptions under EPF & MP Act 1952 and ESI Act 1948 and shall cover his employees under the said codes.
- (o) Payment of Bonus under the Payment of Bonus Act, Payment of gratuity under the Gratuity Act, and retrenchment compensation under the Industrial Disputes Act will be the sole responsibility of the contractor.
- (p) Over and above the daily wage rate, payment shall be made for leave with wages and any overtime work carried out, if required, shall be borne by the Contractor only.

Place

Signature of the Bidder

Date

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- (q) Contractor shall observe Provisions of the Shops and Establishments Act in respect of working hours, holidays, rest intervals, leave and overtime wages to his employee.
- (r) In case a contractor employs women as employee, he will discharge his obligation under law in respect of such women workers such prohibition of engaging them during night-hours, prohibition of employing them for more than 9 hours per day, provision of crèche facility, grant of maternity leave as per rules etc.
- (s) Contractor to obtain and maintain Labour License under the Contract Labour (R&A) Act, 1970 for the entire tenure of Contract, including extended period, if any.

20. TOWARDS SUPPLY OF TOOLS, TACKLES, MATERIALS & EQUIPMENTS:

- (a) Contractor shall provide to his employees all tools, tackles and equipments and maintain the same to carry out the job under the contract at his cost and if necessary, the contractor may take insurance policy for his materials, equipments, tools and tackles.
- (b) Contractor shall provide material at his cost as mentioned in the contract to his employees for carrying out the job.
- (c) Contractor shall provide safety appliances / personal protective equipments (PPE) and maintain the same at his own cost, which may be required under the statute or otherwise.
- (d) The maintenance and safety aspect of all the Tools, Tackles and Equipments supplied / provided by the Contractor is that of his sole responsibility and BHEL will not be responsible for any damage occurred to the same and no compensation would be paid for the same.

21. TOWARDS FINANCE:

Contractor shall arrange his own finance for carrying out the job including payment of wages to his employees, supply of tools, tackles and equipments to his employees, materials, etc. for carrying out the works defined in the Tender and incidental to the Contract. The Rate/s quoted shall be nett and inclusive of all the capital costs, material costs, taxes and levies which might be applicable to this type of jobs including applicable GST.

22. RIGHTS AND OBLIGATIONS OF BHEL:

- (a) In case the contractor does not carry out the contractual / statutory obligations or the services rendered by him are found to be unsatisfactory, BHEL shall bring the same to his notice and will be obliged to discharge the obligations and rectify the deficiency / anomaly within specified time failing which BHEL reserves the right to impose the specified penalty and / or terminate the contract without assigning any reason whatsoever. In such an event, no damage will be payable for short-closure of the contract.
- (b) Without prejudice to the aforesaid clause, BHEL reserves its right to terminate the contract without assigning any reason therefor by giving two months' notice in writing to the contractor. The same notice period shall be applicable if the services are found unsatisfactory or not fulfilling any of the terms and conditions in which case, BHEL reserves the right to award the contract to any other agency at the risk and cost of the bidder and excess expenditure incurred on account of this will be recovered by BHEL as mentioned below.
 - i. Dues available in the form of Bills payable to contractor / supplier, SD, BG's against the same contract.
 - ii. Dues payable to contractor / supplier against other contracts in the same Region / Unit / Division of BHEL

Place

Signature of the Bidder

Date

(NAME & ADDRESS WITH SEAL)



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- iii. Dues payable to contractor / supplier against other contracts in the different Region / Unit / division of BHEL.
 - iv. Legal Options for recovery of dues payable by the supplier / contractor.
- (c) The cancellation of contract may be either in whole or part of the contract at BHEL's option. In the event of termination of contract in whole or part, BHEL may procure upon such terms and in such manner as deemed appropriate, supplies or services similar to those so terminated and the contractor shall be liable to BHEL for any excess costs for such similar supplies or services provided that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.
- (d) The decision of BHEL regarding interpretation of any terms and conditions set forth in the Agreement shall be final and binding on the contractor.

23. ARBITRATION AND GOVERNING LAW:

All disputes arising in connection with the contract shall be settled by mutual consultation. If, no agreement is reached, the dispute shall be settled in accordance with the provisions of the Arbitration and Conciliation Act 1996 and the rules made there under. The dispute shall be referred for arbitration to any arbitrator to be appointed by BHEL / Head of the Unit. The award of the arbitrator shall be final and binding on both the parties. The venue of the Arbitration shall be **Chennai, India**. The award to be given by the Arbitration shall be a speaking award. All questions, disputes, differences arising under, out of 'or' in connection with this contract shall be to the exclusive jurisdiction of **CHENNAI Courts**.

NOTE: The above pages will form an integral part of technical specifications and shall be enclosed with the seal and signature of the Authorised Signatory.

Place

Signature of the Bidder

Date

(NAME & ADDRESS WITH SEAL)



Annexure D

IV. OTHER TERMS AND CONDITIONS:

1. If Bidder expires after the submission of his tender or after the acceptance of his tender, BHEL may at their discretion, cancel such tender. If a partner of a firm expires after the submission of the tender or after the acceptance of the tender, BHEL may cancel such tender at their discretion unless the firm retains its character.
2. If a Bidder deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract, if awarded and forfeit the Earnest Money Deposit / Security Deposit and any other money due.
3. Canvassing in any form in connection with the tenders submitted by the contractors who resort to canvassing are liable to rejection.
4. **Should a Bidder or Contractor or in the case of a firm or company of contractors / one or more of its partners / shareholders / directors have a relation or relations in BHEL, the authority inviting tender shall be informed of the fact in his / their official letter head along with the offer, failing which BHEL may, at its sole discretion, reject the tender or cancel the contract and forfeit the Earnest Money Deposit / Security Deposit.**
5. The successful Bidder should not sub-contract the part or complete work under this contract.
6. Payment shall be made to the contractor on the basis of works carried out as per Bill of Quantities and in accordance with the terms and conditions stipulated in this tender. However, the bills will be settled on a monthly basis only.
7. The Contractor shall present the bill on a monthly basis along with the documentary proof for number of manpower deployed, wages paid to their employees, statutory remittances which shall be taken into consideration and payment will be released after verification of the same.
8. The services to be rendered by the contractor shall include all work assignments relating to effective and prompt housekeeping, cleanliness, janitorial / sanitary services and maintenance, on a daily, weekly, fortnightly, monthly and occasional basis as specified in the tender.
9. Non-availability of workforce for any reason whatsoever and any failure to carry out the assigned functions or deficiencies, the company shall have the right to get the work carried out through alternative means at the risk and cost of the contractor.
10. The contractor shall ensure proper conduct and behavior of the workforce engaged by him in the work premises of the company and shall remove with immediate effect, the engagement of such person (s) who does / do not conduct himself properly.
11. The contractor shall duly comply with all Acts, laws or other statutory rules, regulations, bye laws applicable or which might be applicable to the State of Tamil Nadu including Minimum Wages Act, Contract Labour (Regulation & Abolition) Act, Industrial Disputes Act, Employees' Compensation Act, Employees State Insurance Act, Tamil Nadu Shops and Establishment Act, Employees Provident Fund Act, Payment of Bonus Act and any other statute applicable.
12. The Contractor shall keep the company indemnified against all penalties, claims and liabilities of every kind for any violation etc. by him or his employees.
13. In case, while on duty and during the course of engagement in the work premises of the company under this contract, if any of the contractor's workmen meet(s) with any injury / indisposition due to accident or other natural calamities, the contractor shall ensure that

Place

Signature of the Bidder

Date

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immediate and adequate medical aid, viz. first-aid and subsequent treatment to the person(s) concerned free of cost without fail. In addition, the contractor shall also be liable for meeting with statutory liabilities as already detailed above. Contractor shall insure all his workmen / employees for the total amount of compensation under the Workmen Compensation Act.

14. The contractor shall be responsible for the safe custody and careful handling of BHEL equipment, furniture, glass items, vessels, etc. which will be handled by his workmen in the course of executing various jobs under this contract. If any item is damaged or lost by the workmen of the contractor, the cost of the same will be recovered from the contractor's bill.
15. During the currency of the contract, BHEL can terminate the contract at any time without assigning any reason, by giving Two Months notice. Likewise, if the contractor desires to terminate the contract, he can do so by giving Two Months notice to BHEL.
16. It should be ensured that all statutory payments to the workmen should compulsorily be paid by the contractor and BHEL will scrupulously ensure proper payment by the contractor failing which BHEL will arrange to pay the statutory payments to such workmen of the contractor and recover the same from the contractor's bill or security deposit, as the case may be.
17. For all purposes whatsoever the employees of the Contractor shall not be deemed to be in the employment of BHEL.
18. All payments will be subject to deduction of Income tax at source as per income tax and GST rules.
19. The Bidders are advised to visit BHEL office/s and site/s of work to get themselves acquainted with the site conditions, quantum of manpower, materials requirement and nature of works before submitting the offer as no claim whatsoever will be entertained for any alleged ignorance thereof.
20. No price/rate should be mentioned in the Sample Price Bid to be enclosed with Technical Bid; otherwise the bid shall be summarily rejected.
21. Any clarifications/additional documents sought by BHEL from the bidder/s shall be provided immediately or subject to a maximum time frame of **48 Hours**, failing which the bid/s are liable to be rejected and shall not be considered for further evaluation/processing.
22. BHEL reserves the right to reject any bid without assigning any reason/s thereof, in the interest of the work. No Bidder shall have any cause of action or claim against BHEL for rejection of his bid.
23. Any deviation from the clauses hidden / intentional / unintentional shall be considered as contravention of the clauses of tender document and the same shall also be grounds of rejection.
24. Bidders are requested to furnish the duly filled in E-Format attached as separate sheet to accept Electronic fund transfer / RTGS transfer for payment from BHEL.
25. Bank Guarantee format from BHEL can be obtained after issue of Letter of Intent (LOI)/PO in case of successful Bidder.
26. No advance / No mobilization advance will be given.
27. Penalty clause is applicable as per specified terms and conditions of Contract.

Place

Signature of the Bidder

Date

(NAME & ADDRESS WITH SEAL)



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28. BHEL reserves its right to reject a tender due to unsatisfactory past performance in the execution of a Contract at another Project / Unit awarded against a different enquiry.
29. BHEL reserves its right to accept / reject any 'or' all the tenders.
30. BHEL decision shall be final & binding on the successful bidder for the entire tenure of the contract.

NOTE: The above pages will form an integral part of technical specifications and shall be enclosed with the seal and signature of the Authorised Signatory.

Place

Signature of the Bidder

Date

(NAME & ADDRESS WITH SEAL)



ANNEXURE – I

CERTIFICATE OF DECLARATION CONFIRMING THE KNOWLEDGE OF BHEL LOCATIONS

I / We
hereby declare and confirm that we have visited the below mentioned Locations and as a Proof of visiting the Sites obtained the signatures of the Executive/s concerned.

SL. NO.	BHEL LOCATIONS & ADDRESS	NAME & DESIGNATION OF BHEL REPRESENTATIVE	SIGNATURE & BHEL SEAL
1	Piping Centre Main Office – No. 80, G.N. Road, T.Nagar, Chennai – 600017 Phone : 28161201 / 28157319		
2	Residential Complex 8/7A, Inner Ring Road, Ashok Nagar, Chennai – 600083 Phone : 23714722		

We acquired full knowledge and information about the locations, conditions, shift timings, wage structure and total work involved. We further confirm that the above information is true and correct and we will not raise any claim of any nature due to lack of knowledge of site condition.

Place

Signature of the Bidder

Date

(NAME & ADDRESS WITH SEAL)



ANNEXURE - II

DETAILS OF SIMILAR WORKS COMPLETED DURING THE LAST SEVEN YEARS								
Jan 2014 to Dec 2021								
Sl. No.	Name of work and agreement No	Date of commencement	Date of Completion		Reason for delay & compensation levied if any	Work order value (in Lakhs)	Gross cost of completion (in Lakhs)	Name, designation & complete address of the authority for whom the work was done
			Stipulated	Actual				

DETAILS OF WORK ORDERS, WORK COMPLETION CERTIFICATES, ETC. ARE TO BE ENCLOSED

Place

Signature of the Bidder

Date

(NAME & ADDRESS WITH SEAL)



ANNEXURE - III

List of minimum quantity of Housekeeping Materials to be supplied by the Contractor is given below: -

S.NO	ITEMS	UNIT	Quantity
1	Soap Oil	Litre	50
2	Pheniol	Litre	75
3	Closet Cleaning Liquid (like Harpic, Domex)	½ Litre	30
4	Naphthalene Balls	Kgs	5
5	Urinal Cubes	No.	815
6	Utensils Cleaning Powder (like Vim, Exo, Sabena)	Kgs	15
7	Utensils Cleaning Scrubber (like Scratch Brite)	No.	50
8	Nylon Scrubber	No.	30
9	Anti-septic Liquid (like Dettol, Savlon, Actal)	Litre	2
10	Soft Broom	No.	15
11	Rough Broom	No.	20
12	Table/ Glass Cleaning Cloth	No.	80
13	Yellow Cleaning Cloth	No.	80
14	Hand - Wash Liquid (Fem/Dettol/Lifebuoy)	Litre	45
15	Liquid for Dishwash/Utensils Cleaning (like Vim, Pril,Exo)	Litre	30
16	Air Freshener Cakes for Toilets (like Odonil)	No.	100
17	Room Freshener For Conference Halls, Canteen Halls, Auditor Room, Tender Rooms, Stores, (like Godrej Aer, Airwick)	Nos.	20
18	Sponge	No.	20
19	Mop Stick with Mop	No.	20
20	Cleaning Liquid (like Colin)	½ Litre	50
21	Toilet Cleaning Brush Big Size - Round shape)	No.	20
22	Hand Gloves (Acid Cleaning) (Big Size)	Pair	25
23	Hand Brush (Medium Size)	No.	20
24	Wiper	No.	10
26	Anti-bacterial Soap (like Dettol, Lifebuoy)	No.	05
27	Pheniol Scented	Litre	10
28	Cleaning Acid	Litre	18
29	Flask Cleaning Brush (Big Size)	No.	10
30	Bleaching Powder	Kg	25
31	Waste Disposal Bags (Big Size)	Kg	30
32	Waste Disposal Bags (Small Size)	Box	45
33	Lizol	Litre	5
34	Flush Matic	No.	30

Place

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Date

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S.NO	ITEMS	UNIT	Quantity
35	Hit Red	No.	5
36	Hit Black	No.	5
37	Mask	Box	3
38	Plastic Mug	No.	15
39	Hand Wash Bowl	No.	15
40	Plunger (Big Size)	No.	10
41	Dust Pan (medium Size)	No.	10
42	Cob-web Cleaning Stick	No.	10
43	Plastic Bucket (15 Litres capacity)	No.	15
44	Plastic Drum	No.	15

- (1) Items mentioned in Sl. Nos. (1) to (37) are to be supplied on a monthly basis before 7th of every month;
- (2) Items mentioned in Sl. Nos. (38) to (44) are to be supplied on the commencement of the Contract and have to be replaced as and when required;

Place

Signature of the Bidder

Date

(NAME & ADDRESS WITH SEAL)



ANNEXURE - IV

List of minimum quantity of Electrical Tools to be supplied by the Contractor is given below: -

S.NO	ITEMS	QUANTITY
1	DRILLING MACHINE (like BOSCH, DeWalt, Black & Decker, etc.) 22mm	1
2	CLAMP METER (MASTECH)	1
3	BOX SPANNER SET (like TAPARIA, PYE, etc.)	1
4	DOUBLE END SPANNER SET (TAPARIA, PYE) 6x7 30x32	1
5	HACK SAW FRAME WITH BLADE	2
6	HAMMER 340gms, 500gms (each)	2
7	SCREW DRIVER (-) 6,10,12 (each)	1
8	SCREW DRIVER (+) 8" 4" (each)	1
9	SCREW DRIVER (+) or (-) (each)	1
10	CUTTING PLIERS 210mm	2
11	NOSE PLIERS 170mm	1
12	KNIFE WITH BLADE	5
13	WIRE STRIPPER	3
14	MEASUREMENT TAPE (5mtrs)	2
15	TESTER (813) (TAPARIA, PIE, etc.)	2
16	SCREW DRIVER SET KIT	2
17	DRILL BITS (6 to 22mm) (each)	2
18	6" WALL CUTTING MACHINE	1
19	MULTI METER	1
20	SPANNER SET	1
21	TELEPHONE TOOL - KRONE	1
22	WIRE CUTTER	4
23	CABLE GRIPPING TOOLS	1
24	ELECTRICAL HAND GLOVES (set)	4

The Successful Contractor shall ensure the Supply of above-mentioned Tools on commencement of the Contract and have to replaced as and when required.

Place

Signature of the Bidder

Date

(NAME & ADDRESS WITH SEAL)



ANNEXURE - V

List of minimum quantity of Plumbing Tools to be supplied by the Contractor is given below: -

S.NO	ITEMS	QUANTITY
1	PIPE WRENCH 18" (LIKE TAPARIA, PYE)	1
2	PIPE WRENCH 12" (LIKE TAPARIA, PYE)	1
3	PIPE WRENCH 24" (LIKE TAPARIA, PYE)	1
4	GRIP PLIER 250 mm	2
5	DOUBLE END SPANNER (6 TO 32) (SET)	1
6	TUBE SPANNER SET	1
7	FILE FLAT 10" (ROUGH & SMOOTH) (EACH)	1
8	FILE ROUND 8" (ROUGH & SMOOTH) (EACH)	1
9	FILE HALF ROUND 8" (ROUGH)	1
10	CHISEL 12" (SMITH)	4
11	SCREW DRIVER 10" (+) (TAPARIA)	1
12	SCREW DRIVER 10" (-) (TAPARIA)	1
13	DRILLING BIT 4,6,8 mm (ADISON) (EACH)	1
14	WALL DRILL BIT 6,8,10 MM 12MM (EACH)	1
15	RING SPANNER 6 TO 32 (TAPARIA) (SET)	1
16	ALLEN KEY	1
17	HACKSAW FRAME	1
18	HACK SAW BLADE (SS)	10
19	SAFETY BELT	4
20	CUTTING PLIER (TAPARIA)	2
21	NOSE PLIER (TAPARIA)	2
22	HAMMER 1.5 POUND, 2 POUND (EACH)	1
23	BOX SPANNER 6 TO 22 mm (SET)	1
24	OIL CAN	1
25	SPIRIT LEVEL 2 FEET	1
26	MEASUREMENT TAPE (10 m), (5 m)	3
27	SCREW SPANNER	1
28	PIPE VICE	1
29	DIE SET	1
30	PIPE CUTTER	1
31	LONG SCREW DRIVER	4
32	SS DRILL BIT SET	1
33	POKER	2
34	WALL DRILL BIT (6 to 22mm) (EACH)	1

The Successful Contractor shall ensure the Supply of above-mentioned Tools on commencement of the Contract and have to replaced as and when required.

Place

Signature of the Bidder

Date

(NAME & ADDRESS WITH SEAL)



Annexure - VI

WORKING HOURS FOR VARIOUS CATEGORIES OF MANPOWER TO BE DEPLOYED BY CONTRACTOR

CATEGORY	LOCATION	TIMINGS	REMARKS
HOUSEKEEPING	PC	7.00 AM to 4.00 PM	General Shift
HOUSEKEEPING	PC	4.00 PM to 8.00 PM	Additional Working Hours
HOUSEKEEPING	BRC	7.00 AM to 4.00 PM	Round the clock shifts
		2.00 PM to 10.00 PM	
		10.00 PM to 6.00AM	
ATTENDER	PC	08.00 AM to 05.00 PM	General Shift
ATTENDER	PC	05.00 PM to 08.00 PM	Additional Working Hours
ELECTRICAL SUPERVISOR	PC	9.00 AM to 6.00 PM	General Shift
PLUMBER	BRC	9.00 AM to 6.00 PM	General Shift
ELECTRICIAN	BRC	9.00 AM to 6.00 PM	General Shift
ELECTRICIAN	PC	6.00 AM to 2.00 PM	Round the clock shifts
		2.00 PM to 10.00 PM	
		10.00 PM to 6.00 AM	
PLUMBER	PC	9.00 AM to 6.00 PM	General Shift
CLERICAL	PC	9.00 AM to 6.00 PM	General Shift
SUPERVISOR	PC	9.00 AM to 06.00 PM	General Shift
SUPERVISOR	BRC	8.00 AM to 5.00 PM	General Shift

Note:

- (1) Electrical Supervisor will be stationed at PC but common for all locations. Adequate provision towards conveyance charges for covering all the locations shall be made by the Bidder.
- (2) Adequate provision **as per Clause (u)** specified under “**Selection, Control and Supervision of Workforce**” shall be made for additional working hours, holiday duties, reliever duties, etc.

Place

Signature of the Bidder

Date

(NAME & ADDRESS WITH SEAL)



Annexure - VII

CERTIFICATE OF COMPLIANCE

I / We have carefully read the tender specifications connected with this tender (i.e Entire Housekeeping and Other Maintenance Services for BHEL - Piping Centre Main Office - T.Nagar & Residential Complex - Ashok Nagar, located in Chennai (Tamil Nadu) for a period of 01.03.2022 to 31.08.2022) and have understood the technical requirements and conditions which consists of Eligibility Criteria, Scope of Contract, Terms & Conditions, Other Terms and Conditions, all other details, Technical Bid and PRICE BID – Work/Rate Schedule.

I / We agree to carry out the contract tendered at the rates as offered by us in the Price Bid (Rate Schedules) submitted by us and in accordance to the terms and conditions of the subject tender.
I / We have gone through the specification, conditions and stipulations in detail and agree to comply with the requirements and intent of specification.

Notwithstanding anything mentioned in our bid, I / We hereby accept all the terms and conditions of this tender. I / We hereby undertake and confirm that I / We have understood the terms and conditions and specifications as mentioned in this tender enquiry.

If the contract is awarded to me / us, the rates quoted shall be kept firm till the completion of contract.

Date:

Bidders Name and Address

(Signature of Bidder)
With Stamp

Place

Signature of the Bidder

Date

(NAME & ADDRESS WITH SEAL)



ANNEXURE- VIII

FORMAT TO RECEIVE E-PAYMENT THROUGH EXISTING ACCOUNT WITH NEFT/RTGS ENABLED BANK BRANCH

Sub: E-payments vide SEFT/RTGS - Reg.

E-FORMAT

VENDOR CODE / STAFF No. AS PER BHEL	:	
VENDOR NAME AS PER BANK RECORDS	:	
ACCOUNT TYPE	:	
BANK ACCOUNT NUMBER	:	
NAME & ADDRESS OF THE BANK	:	
BRANCH CODE	:	
BRANCH RTGS CODE	:	
BRANCH MICR CODE	:	
NAME OF THE AUTHORISED SIGNATORY	:	

I/we confirm that I/We will bear the charges, if any levied by my/your bank for the credit of NEFT/RTGS amounts in our account.

For.....

SIGNATURE
 (Authorized signatory)

Date:

We confirm that we are enabled for receiving NEFT/RTGS credits and we further confirm that the account number, the signature of the authorized signatory, branch code, RTGS code and MICR code of our branch mentioned above are correct.

BANK VERIFICATION
 (Manger's/Officer's signature under bank stamp)

Place

Signature of the Bidder

Date

(NAME & ADDRESS WITH SEAL)



Bharat Heavy Electricals Limited
(A Govt. of India Undertaking)
Piping Centre, No.80, G. N. Road, T.Nagar, Chennai – 600017, Tamil Nadu

Annexure E

PRE-QUALIFICATION CRITERIA DETAILS (TO BE FILLED BY BIDDER):

S NO	ELIGIBILITY CRITERIA	ENTRY TO BE MADE BY BIDDER (All the below given details to be inter-linked with the enclosures submitted and to be tagged for easy reference and Checking)		
		Attached	Not Attached	
01	Certificate of Declaration confirming the Knowledge of BHEL Locations			
02	EMD / EXEMPTION CERTIFICATE	DD No. _____ Date _____ Drawn from _____ _____ (Bank)		
03	GST Regn. No. (Proof to be Attached)			
04	Permanent Account Number (PAN) (Proof to be Attached)			
05	PF Registration No. ESI Registration No. (Proof to be Attached)			
06	Company Status (Private / Public / Proprietor / Registered) (Proof to be attached)			
07	Housekeeping experience in the industry / institution for a period of minimum three years. (Refer Clause 5 of Eligibility Criteria)	Attached	Not Attached	
08	Average annual Financial Turnover for the last three financial years should be minimum Rs.17 Lakhs (Proof to be attached)	F.Y. 2018-19	F.Y. 2019-20	F.Y. 2020-21
09	Profit & Loss Account Statements and Balance Sheets for the last three Financial Years. (Proof to be attached duly certified)	F.Y. 2018-19	F.Y. 2019-20	F.Y. 2020-21
10	Acknowledgement of Income Tax Return for last three financial years (Proof to be Attached)	F.Y. 2018-19	F.Y. 2019-20	F.Y. 2020-21

Place

Signature of the Bidder

Date

(NAME & ADDRESS WITH SEAL)



Annexure F

DETAILS OF COMPANY / FIRM (TO BE FILLED BY BIDDER):

01	Name and full address of the Company / Firm	
02	Name of Contact Person/s with Designation	
03	Contact Details:	
	Landline No.	
	Mobile No.	
	Email ID:	
04	Local Office Address in Chennai with Contact person, Phone No., Mobile No., email ID, Fax No. (If any)	

Place

Signature of the Bidder

Date

(NAME & ADDRESS WITH SEAL)



Annexure G

DECLARATION:

- (i) I/We certify that I/We have read the Terms and conditions and shall abide by them.
- (ii) I/We certify that the information given is true to the best of our knowledge. I/We also understand that if any of the information is found wrong, I/We am/are liable to be debarred.
- (iii) I/We certify that I/We will not get myself / ourselves registered as contractor(s) in BHEL under more than one name.

Place

Signature of the Bidder

Date

(NAME & ADDRESS WITH SEAL)



Bharat Heavy Electricals Limited
(A Govt. of India Undertaking)
Piping Centre, No.80, G. N. Road, T.Nagar, Chennai – 600017, Tamil Nadu

ANNEXURE H PRICE BID – WORK / RATE SCHEDULE – 01.03.2022 to 31.08.2022
PART – 1 - Housekeeping and Other Maintenance Services for PC Main Office

(Page 01 of 14)

SL No.	Nature of Work Proposed	Unit of measurement	Percentage Allocation	Quantities (A)	Unit Rate (Inclusive of GST) (B)	Amount (C) C = A x B
01	Cleaning, washing and swabbing the following in different Office locations including the floor area dado etc. twice daily in all toilets, wash basins, etc. Payment will be made based on the actual work done and on acknowledgement from the BHEL In-charge. Quoted rate shall include cost of labour, tools & plants, machineries, necessary chemicals, acids and other cleaning materials, etc. Required quantity of water, power and storage room will be given by BHEL at free of cost.					
a.	Water Closet	Nos.	0.77%	5620	Quoted	Quoted
b.	Wash Basin	Nos.	0.77%	5305	Quoted	Quoted

Place

Signature of the Bidder

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Bharat Heavy Electricals Limited
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ANNEXURE H PRICE BID – WORK / RATE SCHEDULE – 01.03.2022 to 31.08.2022
PART – 1 - Housekeeping and Other Maintenance Services for PC Main Office

(Page 02 of 14)

SL. No.	Nature of Work Proposed	Unit of measurement	Percentage Allocation	Quantities (A)	Unit Rate (Inclusive of GST) (B)	Amount (C) C = A x B
c.	Urinal	Nos.	0.98%	6555	Quoted	Quoted
d.	Wash Trough	Nos.	0.33%	2810	Quoted	Quoted
e.	Rest Room (inside toilet block)	Nos.	1.25%	4060	Quoted	Quoted

Place

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ANNEXURE H PRICE BID – WORK / RATE SCHEDULE – 01.03.2022 to 31.08.2022
PART – 1 - Housekeeping and Other Maintenance Services for PC Main Office

(Page 03 of 14)

SL. No.	Nature of Work Proposed	Unit of measurement	Percentage Allocation	Quantities (A)	Unit Rate (Inclusive of GST) (B)	Amount (C) C = A x B
02	Sweeping, Cleaning the Office areas but excluding areas covered by almarah , cupboard etc, once daily. After sweeping all the waste , dust, paper, garbage, etc, to be disposed off to the nearby dustbins/ dumping site as instructed by BHEL In-Charge. Payment will be made based on the actual quantum of work done and on acknowledgement from respective floor incharge. Quoted rate shall include cost of labour, tools, plants , machineries , necessary chemicals and acids and other cleaning materials, incidentals, etc. complete. Required quantity of water, power and storage room will be given by BHEL at free of cost.	Sq.m	1.60%	439920	Quoted	Quoted
03	Wiping of all office Tables, Chair, Telephone, Computer Peripherals,Glass partitions , Doors, Windows, venetian blinds in total Office area once daily. Payment will be made based on the total floor area in which the furnitures are placed. Quoted rate shall include cost of labour, tools,plants, machineries , necessary chemicals, sprayers and other cleaning materials, Cloth, incidentals, etc. complete. Required quantity of water, power and storage room will be given by BHEL at free of cost.	Sq.m	2.60%	439920	Quoted	Quoted

Place

Signature of the Bidder

Date

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Bharat Heavy Electricals Limited
(A Govt. of India Undertaking)
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ANNEXURE H PRICE BID – WORK / RATE SCHEDULE – 01.03.2022 to 31.08.2022
PART – 1 - Housekeeping and Other Maintenance Services for PC Main Office

(Page 04 of 14)

SL. No.	Nature of Work Proposed	Unit of measurement	Percentage Allocation	Quantities (A)	Unit Rate (Inclusive of GST) (B)	Amount (C) C = A x B
04	Mopping, Cleaning the Office areas but excluding areas covered by almarah, cupboard etc, once daily. After sweeping all the waste, dust, paper, garbage, etc, to be disposed off to the nearby dustbins/ dumping site as instructed by BHEL In-Charge. Payment will be made based on the actual quantum of work done and on acknowledgement from BHEL In-charge. Quoted rate shall include cost of labour, tools, plants, machineries, necessary chemicals and acids and other cleaning materials, incidentals, etc. complete. Required quantity of power and storage room will be given by BHEL at free of cost.	Sq.m	2.20%	439920	Quoted	Quoted
05	Sweeping the open spaces (outside building) , surrounding areas of building, gardens, basement car parking area , roof terrace of building and other areas once daily as identified & instructed by BHEL In-charge. Rate includes labour, tools, brooms, malard, baskets etc. Sweeping, hand picking of debris, collecting & dumping the debris in the nearby dust bin/ earmarked areas etc. complete. Sweeping has to be done only as and when necessary. Payment will be made only for the areas where sweeping was done.	Sq.m	1.00%	190320	Quoted	Quoted

Place

Signature of the Bidder

Date

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Bharat Heavy Electricals Limited
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ANNEXURE H PRICE BID – WORK / RATE SCHEDULE – 01.03.2022 to 31.08.2022
PART – 1 - Housekeeping and Other Maintenance Services for PC Main Office

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SL. No.	Nature of Work Proposed	Unit of measurement	Percentage Allocation	Quantities (A)	Unit Rate (Inclusive of GST) (B)	Amount (C) C = A x B
06	Sweeping, Mopping and Cleaning the Canteen hall area, twice daily. After sweeping all the waste, dust, paper, garbage, etc, to be disposed off to the nearby dustbins/ dumping site as instructed by BHEL In-Charge. Payment will be made based on the actual quantum of work done and on acknowledgement from respective floor in-charge. Quoted rate shall include cost of labour, tools, plants, machineries, necessary chemicals and acids and other cleaning materials, incidentals, etc. complete. Required quantity of water, power and storage room will be given by BHEL at free of cost.	Sq.m	1.00%	68640	Quoted	Quoted
07	Collection of bulk quantities of Coffee/Tea from the collection centre using flask/cans and Distribute the same in Cup & Saucer to every official. Also remove the used cup & Saucer and washing the same with water & cleaning powder / liquid and also wipe off with clean clothes and made ready for next use.	Each no.	1.00%	85800	Quoted	Quoted

Place

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ANNEXURE H PRICE BID – WORK / RATE SCHEDULE – 01.03.2022 to 31.08.2022
PART – 1 - Housekeeping and Other Maintenance Services for PC Main Office

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SL. No	Nature of Work Proposed	Unit of measurement	Percentage Allocation	Quantities (A)	Unit Rate (Inclusive of GST) (B)	Amount (C) C = A x B
08	Collection & segregation of garbage / waste / paper and other waste items from the main collection point in the evening hours i.e specifically after office hours once daily and dispose off the same in the nearby area (200m approx) with the instruction of BHEL In-Charge. Payment will be made based on the supervisor's report. Quoted rate shall includes cost of labour, disposal bags, etc.	Each No.	0.58%	470	Quoted	Quoted
09	Collection of water container of 20 Litre Capacity (Bubble top) from the centralized place with in the complex and carry the same to the required floor and place the same in the water dispenser machine as and when required. The empty container to be replaced in the centralized area and dispose the lid in a dust bin. Payment will be made based on the supervisor's report. Quoted rate shall include cost of labour, equipment etc.	Each Container	0.13%	4995	Quoted	Quoted

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ANNEXURE H PRICE BID – WORK / RATE SCHEDULE – 01.03.2022 to 31.08.2022
PART – 1 - Housekeeping and Other Maintenance Services for PC Main Office

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SL. No.	Nature of Work Proposed	Unit of measurement	Percentage Allocation	Quantities (A)	Unit Rate (Inclusive of GST) (B)	Amount (C) C = A x B
10	Cleaning of water dispenser including stand using cleaning material on daily basis also as per the instruction of BHEL In-Charge. Payment will be made based on the supervisor's report. Quoted rate shall include cost of labour, cleaning items required for the same. Quoted rate shall include cost of labour, tools, plants, necessary cleaning materials, incidentals, etc. complete. Required quantity of water, power & storage room will be given by BHEL at free of cost.	Each No.	0.15%	1250	Quoted	Quoted
11	Effective pest control operation shall be carried out in the entire premises by using spray & other methods incl. rodent control by providing traps in sufficient number. The control system shall be carried out on a fortnightly basis & as per the instruction of BHEL In-Charge. Payment will be made based on the actual/effective control of the pest. Quoted rate shall include cost of labour, tools, plants, machineries/equipments, necessary chemicals, incidentals including disposal of the dead pest etc. complete.	Sq.m	0.19%	36240	Quoted	Quoted

Place

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Date

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Bharat Heavy Electricals Limited
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ANNEXURE H PRICE BID – WORK / RATE SCHEDULE – 01.03.2022 to 31.08.2022
PART – 1 - Housekeeping and Other Maintenance Services for PC Main Office

SL. No.	Nature of Work Proposed	Unit of measurement	Percentage Allocation	Quantities (A)	Unit Rate (Inclusive of GST) (B)	Amount (C) C = A x B
12	Cob-Web removal (fortnightly), sweeping and swabbing in all office buildings, staircases, swabbing of AC/PC rooms, Conference halls, dining halls, etc. Complete. After sweeping all the waste, dust, garbage, etc to be disposed off to the nearby dust bins/ dumping site as instructed by BHEL In-Charge. Payment will be made based on the actual quantum of work done and on acknowledgement from the floor in-charge. Quoted rate shall include cost of labour, tools, plants, machineries, necessary chemicals & acids and other cleaning materials, incidentals, etc. Complete. Required quantity of water, power and storage room will be given by BHEL at free of cost.	Sq.m	0.23%	36240	Quoted	Quoted
13	Scrubbing and cleaning of oily substances (fortnightly) in offices, staircases, AC/PC Rooms, Conference halls, dining hall etc. Complete as per instructions of Officer-In - Charge. Rate includes cost of labour, hire and running charges for tools and plants, machineries etc., necessary chemicals & acids and other cleaning materials, incidentals etc. complete. Required quantity of water, power and storage room will be given by BHEL at free of cost.	Sq.m	0.93%	36240	Quoted	Quoted

Place

Signature of the Bidder

Date

(NAME & ADDRESS WITH SEAL)



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(A Govt. of India Undertaking)
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ANNEXURE H PRICE BID – WORK / RATE SCHEDULE – 01.03.2022 to 31.08.2022
PART – 1 - Housekeeping and Other Maintenance Services for PC Main Office

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SL. No.	Nature of Work Proposed	Unit of measurement	Percentage Allocation	Quantities (A)	Unit Rate (Inclusive of GST) (B)	Amount (C) C = A x B
14	Labour Charges for erection of flag post and tying the flag. Decorating the place with Tying color papers. Arranging stage dais for conducting functions, Rate includes digging hole erection of post and removing the same after the function is over including refilling the hole and handing over the flag post , flag etc to office after completion of programme. Necessary flag post and flag will be supplied by BHEL at free of cost. Rate does not include to and fro transportation.	Per Function	0.12%	5	Quoted	Quoted
15	Carrying and placing PVC molded chairs at site of work and returning the same after the function is over. Rate does not include to and fro transportation etc. but includes labour, loading - unloading.	Nos.	0.03%	960	Quoted	Quoted
16	Collection of sweet / Karam boxes or Parcel from the identified shop (within 1-2 Kms distance) and carrying the same to office premises and distribute the same to officials in each floor according to the requirement. Payment will be made based on the supervisor's report. Quoted rate shall include cost of labour, carrying bags etc. For transportation of the above items, Bi-Cycle will be provided by BHEL free of cost.	Each Box	0.33%	4500	Quoted	Quoted

Place

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Bharat Heavy Electricals Limited
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ANNEXURE H PRICE BID – WORK / RATE SCHEDULE – 01.03.2022 to 31.08.2022
PART – 1 - Housekeeping and Other Maintenance Services for PC Main Office

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SL. No.	Nature of Work Proposed	Unit of measurement	Percentage Allocation	Quantities (A)	Unit Rate (Inclusive of GST) (B)	Amount (C) C = A x B
17	Making all arrangement for event function, such as placing table, chair, decoration of hall/ Place , curtain , supply of items to participant like water bottle, biscuit, ,snacks , Coffee/ Tea, etc. Item includes disposal of the waste then and there, cleaning all the items used and after completion of program all the items to be replaced in a respective place as per the instruction of Officer-in - Charge. Payment will be made based on the report by the BHEL In-Charge. Quoted rate shall include cost of labour, tools, and necessary chemicals and other cleaning materials, incidentals, etc. complete. Required quantity of water, power and storage room will be given by BHEL at free of cost. Number of participant are in the range as follows.					
a.	Number of participants from 10 - 30 approx.	Each Program	3.62%	625	Quoted	Quoted
b.	Number of participants from 31 - 60 approx.	Each Program	4.00%	1580	Quoted	Quoted

Place

Signature of the Bidder

Date

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Bharat Heavy Electricals Limited
(A Govt. of India Undertaking)
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ANNEXURE H PRICE BID – WORK / RATE SCHEDULE – 01.03.2022 to 31.08.2022
PART – 1 - Housekeeping and Other Maintenance Services for PC Main Office

SL. No.	Nature of Work Proposed	Unit of measurement	Percentage Allocation	Quantities (A)	Unit Rate (Inclusive of GST) (B)	Amount (C) C = A x B
18	ATTENDER DUTIES - Attending all unskilled nature of works as required including messenger activities, to collect and distribute the tapals at the address and other allied activities, file movement, Paper Movement, File Retrieval, External Jobs, Official's Coffee / Lunch, Upkeep of Official's workplace, Dispatch, receiving and sending the Superiors at porch in orderly manner, etc. complete to the satisfaction of the department.	Month	18.57%	48	Quoted	Quoted
19	CLERICAL DUTIES - Attending all office related works viz., Document Filing, Document Retrieval, Document Maintenance, Data entry, Office Support to identified department/s, Assistance to Section posted, File Maintenance etc.	Month	41.08%	102	Quoted	Quoted
20	SUPERVISOR DUTIES - Monitoring and ensuring completion of all the activities mentioned in the contract.	Month	2.50%	6	Quoted	Quoted

Place

Signature of the Bidder

Date

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ANNEXURE H PRICE BID – WORK / RATE SCHEDULE – 01.03.2022 to 31.08.2022
PART – 1 - Housekeeping and Other Maintenance Services for PC Main Office

(Page 12 of 14)

SL. No.	Nature of Work Proposed	Unit of measurement	Percentage Allocation	Quantities (A)	Unit Rate (Inclusive of GST) (B)	Amount (C) C = A x B
21	PLUMBER DUTIES - Attending to the day to day Water Supply, Plumbing and Sewer line maintenance works to liquidate all type of maintenance complaints posted/ registered in the office area including over head water tank, sump, sewage collection sump etc. The scope of contract also includes carrying out preventive maintenance works, routine works like operation of pumps, valves etc. as directed by department and as specified here under. Required materials and consumables will be supplied by BHEL free of cost. However the required tools and plant shall be under the scope of maintenance contractor. The quoted rate shall include wages, bonus, statutory payments etc.,	Month	2.83%	06	Quoted	Quoted

Place

Signature of the Bidder

Date

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ANNEXURE H PRICE BID – WORK / RATE SCHEDULE – 01.03.2022 to 31.08.2022
PART – 1 - Housekeeping and Other Maintenance Services for PC Main Office

(Page 13 of 14)

SL. No	Nature of Work Proposed	Unit of measurement	Percentage Allocation	Quantities (A)	Unit Rate (Inclusive of GST) (B)	Amount (C) C = A x B
22	ELECTRICIAN DUTIES Attending to the day to day work in electrical related maintenance works to liquidate all type of maintenance complaints posted/ registered in the office area including DG sets and main incoming power. The scope of contract also includes carrying out preventive maintenance works, routine works like operation of DG set, filling Diesel, attending light points, changing lights, fans, cable routing and other electrical related works. Attend problem in Data centre, EPABX, telephone points, battery backup, computer points, Fixing additional lights in the ceiling, building lighting, audio system etc. The necessary electrical wiring to be carried out for conducting any program/ meeting and removing same after completion of the same. Required materials and consumables will be supplied by BHEL free of cost. However the required tools and plant shall be under the scope of maintenance contractor. In this duty, the person should be engaged in round- the-clock shifts.	Month	8.14%	18	Quoted	Quoted
23	ELECTRICAL SUPERVISOR DUTIES - Supervision of all Electricians and activities mentioned at SI.No.24 above	Month	2.66%	06	Quoted	Quoted

Place

Signature of the Bidder

Date

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ANNEXURE H PRICE BID – WORK / RATE SCHEDULE – 01.03.2022 to 31.08.2022
PART – 1 - Housekeeping and Other Maintenance Services for PC Main Office

TOTAL OF PART-1 (A) = Rs. QUOTED /-
(Rupees QUOTED Only).

Place

Signature of the Bidder

Date

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ANNEXURE I PRICE BID – WORK / RATE SCHEDULE – 01.03.2022 to 31.08.2022

(Page 01 of 08)

PART – 2 – Housekeeping and Other Maintenance Services for BRC

SL. No	Nature of Work Proposed	Unit of measurement	Percentage Allocation	Quantities (A)	Unit Rate (Inclusive of GST) (B)	Amount (C) C = A x B
01	Cleaning, washing and swabbing the Urinal in BHEL Residential Complex including the floor area dado etc. once daily in all toilets, wash basins, etc. Payment will be made based on the actual work done and on acknowledgement from the respective floor incharge. Quoted rate shall include cost of labour, tools & plants, machineries, necessary chemicals, acids and other cleaning materials, etc. Required quantity of water, power and storage room will be given by BHEL at free of cost.	No.	0.10%	160	Quoted	Quoted
02	Sweeping, Cleaning the Residential areas once daily. After sweeping all the waste, dust, paper, garbage, etc, to be disposed off to the nearby dustbins/ dumping site as instructed by Officer-in - Charge. Payment will be made based on the actual quantum of work done and on acknowledgement from respective floor incharge. Quoted rate shall include cost of labour, tools, plants , machineries , necessary chemicals and acids and other cleaning materials, incidentals, etc. complete. Required quantity of water, power and storage room will be given by BHEL at free of cost.	Sq.m	4.91%	102960	Quoted	Quoted

Place

Signature of the Bidder

Date

(NAME & ADDRESS WITH SEAL)



Bharat Heavy Electricals Limited
(A Govt. of India Undertaking)
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ANNEXURE I PRICE BID – WORK / RATE SCHEDULE – 01.03.2022 to 31.08.2022

(Page 02 of 08)

PART – 2 – Housekeeping and Other Maintenance Services for BRC

SL. No.	Nature of Work Proposed	Unit of measure -ment	Percentage Allocation	Quantities (A)	Unit Rate (Inclusive of GST) (B)	Amount (C) C = A x B
03	Mopping, Cleaning the Residential areas once daily. After sweeping all the waste, dust, paper, garbage, etc, to be disposed off to the nearby dustbins/ dumping site as instructed by Officer-in - Charge. Payment will be made based on the actual quantum of work done and on acknowledgement from respective floor in-charge. Quoted rate shall include cost of labour, tools, plants, machineries, necessary chemicals and acids and other cleaning materials, incidentals, etc. complete. Required quantity of water, power and storage room will be given by BHEL at free of cost.	Sq.m	4.60%	102960	Quoted	Quoted
04	Sweeping the open spaces (outside of building but including basement car parking), surrounding areas of building, gardens, basement car parking area , roof terrace of building and other areas as identified & instructed by Officer -in -Charge. Rate includes labour, tools, brooms, malard, baskets etc. Sweeping, hand picking of debris, collecting & dumping the debris in the nearby dust bin/ earmarked areas etc. complete. Sweeping has to be done only as and when necessary. Payment will be made only for the areas where sweeping was done.	Sq.m	10.40%	433815	Quoted	Quoted

Place

Signature of the Bidder

Date

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ANNEXURE I PRICE BID – WORK / RATE SCHEDULE – 01.03.2022 to 31.08.2022

(Page 03 of 08)

PART – 2 – Housekeeping and Other Maintenance Services for BRC

SL. No.	Nature of Work Proposed	Unit of measure -ment	Percentage Allocation	Quantities (A)	Unit Rate (Inclusive of GST) (B)	Amount (C) C = A x B
05	Collection of Coffee/Tea 20 nos. (approx.) from the identified place (within 1 km) daily using flask and Distribute the same in cups. Also washing the flasks, cups with water & vim power also wipe off with clean clothes and made ready for next use.	Nos.	0.72%	6240	Quoted	Quoted
06	Collection of garbage / waste / paper and other waste items from the main collection point in the evening hours i.e specifically after office hours on daily basis and dispose off the same in the nearby area (200m approx) with the instruction of Officer-InCharge. Payment will be made based on the supervisor's report. Quoted rate shall include cost of labour, tools, plants, vehicle , carrying bags etc.	Each No.	1.00%	160	Quoted	Quoted

Place

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ANNEXURE I PRICE BID – WORK / RATE SCHEDULE – 01.03.2022 to 31.08.2022

(Page 04 of 08)

PART – 2 – Housekeeping and Other Maintenance Services for BRC

SL. No.	Nature of Work Proposed	Unit of measure -ment	Percentage Allocation	Quantities (A)	Unit Rate (Inclusive of GST) (B)	Amount (C) C = A x B
07	Cleaning of water dispenser including stand using cleaning material on daily basis also as per the instruction of Officer-In -Charge. Payment will be made based on the supervisor's report. Quoted rate shall include cost of labour, cleaning powder and other cleaning items required for the same. Quoted rate shall include cost of labour, tools, plants, necessary cleaning materials, incidentals, etc. complete. Required quantity of water, power and storage room will be given by BHEL at free of cost.	Each No.	0.07%	160	Quoted	Quoted
08	Effective pest control operation shall be carried out in the entire premises by using spray & other methods including rodent control by providing traps in sufficient number .The control system shall be carried out on a fortnightly basis and as per the instruction of Officer-InCharge. Payment will be made based on the actual/ effective control of the pest. Quoted rate shall include cost of labour, tools, plants, machineries/ equipments, necessary chemicals, incidentals including disposal of the dead pest etc. complete.	Sq.m	1.5%	33360	Quoted	Quoted

Place

Signature of the Bidder

Date

(NAME & ADDRESS WITH SEAL)



Bharat Heavy Electricals Limited
(A Govt. of India Undertaking)
Piping Centre, No.80, G. N. Road, T.Nagar, Chennai – 600017, Tamil Nadu

ANNEXURE I PRICE BID – WORK / RATE SCHEDULE – 01.03.2022 to 31.08.2022

(Page 05 of 08)

PART – 2 – Housekeeping and Other Maintenance Services for BRC

SL. No.	Nature of Work Proposed	Unit of measure -ment	Percentage Allocation	Quantities (A)	Unit Rate (Inclusive of GST) (B)	Amount (C) C = A x B
09	Cob-Web removal (fortnightly), sweeping and swabbing of buildings, staircases, etc. After sweeping all the waste, dust, garbage, etc to be disposed off to the nearby dust bins/ dumping site as instructed by Officer-InCharge. Payment will be made based on the actual quantum of work done and on acknowledgement from the floor in-charge. Quoted rate shall include cost of labour, tools, plants, machineries, necessary chemicals, acids and other cleaning materials, incidentals, etc. Complete. Required quantity of water, power and storage room will be given by BHEL at free of cost.	Sq.m	0.59%	19920	Quoted	Quoted
10	Scrubbing and cleaning of oily substances (fortnightly) staircases, etc. Complete as per instructions of BHEL In-Charge. Rate includes cost of labour, hire and running charges for tools and plants, machineries etc., necessary chemicals & acids and other cleaning materials, incidentals etc. complete. Required quantity of water, power and storage room will be given by BHEL at free of cost.	Sq.m	0.87%	7920	Quoted	Quoted

Place

Signature of the Bidder

Date

(NAME & ADDRESS WITH SEAL)



Bharat Heavy Electricals Limited
(A Govt. of India Undertaking)
Piping Centre, No.80, G. N. Road, T.Nagar, Chennai – 600017, Tamil Nadu

ANNEXURE I PRICE BID – WORK / RATE SCHEDULE – 01.03.2022 to 31.08.2022

(Page 06 of 08)

PART – 2 – Housekeeping and Other Maintenance Services for BRC

SL. No.	Nature of Work Proposed	Unit of measure -ment	Percentage Allocation	Quantities (A)	Unit Rate (Inclusive of GST) (B)	Amount (C) C = A x B
12	SUPERVISOR DUTIES - Monitoring and ensuring all the activities mentioned in the contract	Month	10.60%	6	Quoted	Quoted
13	PLUMBER DUTIES - Attending to the day to day Water Supply, Plumbing and Sewer line maintenance works to liquidate all type of maintenance complaints posted/ registered in the office area including overhead water tank, sump, sewage collection sump etc. The scope of contract also includes carrying out preventive maintenance works, routine works like operation of pumps, valves etc. as directed by department and as specified here under. Required materials and consumables will be supplied by BHEL free of cost. However the required tools and plant shall be under the scope of maintenance contractor. In this duty, the person should be engaged in round-the-clock shifts.	Month	32.10%	6	Quoted	Quoted

Place

Signature of the Bidder

Date

(NAME & ADDRESS WITH SEAL)



Bharat Heavy Electricals Limited
(A Govt. of India Undertaking)
Piping Centre, No.80, G. N. Road, T.Nagar, Chennai – 600017, Tamil Nadu

ANNEXURE I PRICE BID – WORK / RATE SCHEDULE – 01.03.2022 to 31.08.2022

(Page 07 of 08)

PART – 2 – Housekeeping and Other Maintenance Services for BRC

SL. No.	Nature of Work Proposed	Unit of measure -ment	Percentage Allocation	Quantities (A)	Unit Rate (Inclusive of GST) (B)	Amount (C) C = A x B
14	ELECTRICIAN DUTIES - Attending to the day to day work in electrical related maintenance works to liquidate all type of maintenance complaints posted/ registered in the office area including DG sets and main incoming power. The scope of contract also includes carrying out preventive maintenance works, routine works like operation of DG set, filling Diesel, attending light points, changing lights, fans, cable routing and other electrical related works. Attend problem in Data centre, EPABX, telephone points, battery backup, computer points, Fixing additional lights in the ceiling, building lighting, audio system etc. The necessary electrical wiring to be carried out for conducting any program/ meeting and removing same after completion of the same. Required materials and consumables will be supplied by BHEL free of cost. However the required tools and plant shall be under the scope of maintenance contractor. In this duty, the person should be engaged in round-the- lock shifts.	Month	32.51%	6	Quoted	Quoted

TOTAL OF PART-2 (B) = Rs. QUOTED /-

(Rupees QUOTED Only).

Place

Signature of the Bidder

Date

(NAME & ADDRESS WITH SEAL)



Bharat Heavy Electricals Limited
(A Govt. of India Undertaking)
Piping Centre, No.80, G. N. Road, T.Nagar, Chennai – 600017, Tamil Nadu

(Page 08 of 08)

PRICE BID – WORK / RATE SCHEDULE – 01.03.2022 to 31.08.2022

Details	Amount in figures (Rs.)	Amount in Words (Rs.)
TOTAL OF PART – 1 (A) (Inclusive of GST)	Quoted	Quoted
TOTAL OF PART – 2 (B) (Inclusive of GST)	Quoted	Quoted
TOTAL CONTRACT VALUE (A + B) (Inclusive of GST)	Quoted	Quoted

Important Notes

- 1.L1 will be decided on the Total Contract Value on a Single vendor for all the activities.**
- 2. TOTAL CONTRACT VALUE (A + B) (Inclusive of GST) is to be fed in GeM Portal Price Bid**

Place

Signature of the Bidder

Date

(NAME & ADDRESS WITH SEAL)

BHARAT HEAVY ELECTRICALS LIMITED
PIPING CENTRE, PURCHASE
BHEL / CHENNAI – 600 017

THIRD PARTY NON-DISCLOSURE AGREEMENT

I, _____, on behalf of the _____ (Name of Company), acknowledge that the information received or generated, directly or indirectly, while working with BHEL, Piping Centre, Chennai on contract is confidential and that the nature of the business of the BHEL, Piping Centre, Chennai is such that the following conditions are reasonable, and therefore:

I warrant and agree as follows:

I, or any other personnel employed or engaged by our company, agree not to disclose, directly or indirectly, any information related to the BHEL, Piping Centre, Chennai Without restricting the generality of the foregoing, it is agreed that we will not disclose such information consisting but not necessarily limited to:

- Technical information: Methods, drawings, processes, formulae, compositions, systems, techniques, inventions, computer programs/data/configuration and research projects.
- Business information: Customer lists, project schedules, pricing data, estimates, financial or marketing data.

On conclusion of contract, I, or any other personnel employed or engaged by our company shall return to BHEL, Piping Centre, Chennai all documents and property of BHEL, Piping Centre, Chennai, including: drawings, blueprints, reports, manuals, computer programs/data/configuration, and all other materials and all copies thereof relating in any way to BHEL, Piping Centre, Chennai's business, or in any way obtained by me during the course of contract. I further agree that I, or any others employed or engaged by our company shall not retain copies, notes or abstracts of the foregoing.

This obligation of confidence shall continue after the conclusion of the contract also.

I acknowledge that the aforesaid restrictions are necessary and fundamental to the business of the BHEL, Piping Centre, Chennai and are reasonable given the nature of the business carried on by the BHEL, Piping Centre, Chennai I agree that this agreement shall be governed by and construed in accordance with the laws of country.

I enter into this agreement totally voluntarily, with full knowledge of its meaning, and without duress.

Dated at _____, this ____ day of _____, 20__.

Name

Company

Signature



Bharat Heavy Electricals Limited
(A Govt. of India Undertaking)
Piping Centre, No.80, G. N. Road, T.Nagar, Chennai – 600017, Tamil Nadu

ANNEXURE H PRICE BID – WORK / RATE SCHEDULE – 01.03.2022 to 31.08.2022
PART – 1 - Housekeeping and Other Maintenance Services for PC Main Office

(Page 01 of 14)

SL No.	Nature of Work Proposed	Unit of measurement	Percentage Allocation	Quantities (A)	Unit Rate (Inclusive of GST) (B)	Amount (C) C = A x B
01	Cleaning, washing and swabbing the following in different Office locations including the floor area dado etc. twice daily in all toilets, wash basins, etc. Payment will be made based on the actual work done and on acknowledgement from the BHEL In-charge. Quoted rate shall include cost of labour, tools & plants, machineries, necessary chemicals, acids and other cleaning materials, etc. Required quantity of water, power and storage room will be given by BHEL at free of cost.					
a.	Water Closet	Nos.	0.77%	5620	₹ _____/- (Rupees _____ _____ only)	₹ _____/- (Rupees _____ _____ only)
b.	Wash Basin	Nos.	0.77%	5305	₹ _____/- (Rupees _____ _____ only)	₹ _____/- (Rupees _____ _____ only)

Place

Signature of the Bidder

Date

(NAME & ADDRESS WITH SEAL)



Bharat Heavy Electricals Limited
(A Govt. of India Undertaking)
Piping Centre, No.80, G. N. Road, T.Nagar, Chennai – 600017, Tamil Nadu

ANNEXURE H PRICE BID – WORK / RATE SCHEDULE – 01.03.2022 to 31.08.2022
PART – 1 - Housekeeping and Other Maintenance Services for PC Main Office

(Page 02 of 14)

SL. No.	Nature of Work Proposed	Unit of measurement	Percentage Allocation	Quantities (A)	Unit Rate (Inclusive of GST) (B)	Amount (C) C = A x B
c.	Urinal	Nos.	0.98%	6555	₹ _____ /- (Rupees _____ _____ only)	₹ _____ /- (Rupees _____ _____ only)
d.	Wash Trough	Nos.	0.33%	2810	₹ _____ /- (Rupees _____ _____ only)	₹ _____ /- (Rupees _____ _____ only)
e.	Rest Room (inside toilet block)	Nos.	1.25%	4060	₹ _____ /- (Rupees _____ _____ only)	₹ _____ /- (Rupees _____ _____ only)

Place

Signature of the Bidder

Date

(NAME & ADDRESS WITH SEAL)



Bharat Heavy Electricals Limited
(A Govt. of India Undertaking)
Piping Centre, No.80, G. N. Road, T.Nagar, Chennai – 600017, Tamil Nadu

ANNEXURE H PRICE BID – WORK / RATE SCHEDULE – 01.03.2022 to 31.08.2022
PART – 1 - Housekeeping and Other Maintenance Services for PC Main Office

(Page 03 of 14)

SL. No.	Nature of Work Proposed	Unit of measurement	Percentage Allocation	Quantities (A)	Unit Rate (Inclusive of GST) (B)	Amount (C) C = A x B
02	Sweeping, Cleaning the Office areas but excluding areas covered by almarah , cupboard etc, once daily. After sweeping all the waste , dust, paper, garbage, etc, to be disposed off to the nearby dustbins/ dumping site as instructed by BHEL In-Charge. Payment will be made based on the actual quantum of work done and on acknowledgement from respective floor incharge. Quoted rate shall include cost of labour, tools, plants , machineries , necessary chemicals and acids and other cleaning materials, incidentals, etc. complete. Required quantity of water, power and storage room will be given by BHEL at free of cost.	Sq.m	1.60%	439920	₹ _____ /- (Rupees _____ _____ only)	₹ _____ /- (Rupees _____ _____ only)
03	Wiping of all office Tables, Chair, Telephone, Computer Peripherals,Glass partitions , Doors, Windows, venetian blinds in total Office area once daily. Payment will be made based on the total floor area in which the furnitures are placed. Quoted rate shall include cost of labour, tools,plants, machineries , necessary chemicals, sprayers and other cleaning materials, Cloth, incidentals, etc. complete. Required quantity of water, power and storage room will be given by BHEL at free of cost.	Sq.m	2.60%	439920	₹ _____ /- (Rupees _____ _____ only)	₹ _____ /- (Rupees _____ _____ only)

Place

Signature of the Bidder

Date

(NAME & ADDRESS WITH SEAL)



Bharat Heavy Electricals Limited
(A Govt. of India Undertaking)
Piping Centre, No.80, G. N. Road, T.Nagar, Chennai – 600017, Tamil Nadu

ANNEXURE H PRICE BID – WORK / RATE SCHEDULE – 01.03.2022 to 31.08.2022
PART – 1 - Housekeeping and Other Maintenance Services for PC Main Office

(Page 04 of 14)

SL. No.	Nature of Work Proposed	Unit of measurement	Percentage Allocation	Quantities (A)	Unit Rate (Inclusive of GST) (B)	Amount (C) C = A x B
04	Mopping, Cleaning the Office areas but excluding areas covered by almarah, cupboard etc, once daily. After sweeping all the waste, dust, paper, garbage, etc, to be disposed off to the nearby dustbins/ dumping site as instructed by BHEL In-Charge. Payment will be made based on the actual quantum of work done and on acknowledgement from BHEL In-charge. Quoted rate shall include cost of labour, tools, plants, machineries, necessary chemicals and acids and other cleaning materials, incidentals, etc. complete. Required quantity of power and storage room will be given by BHEL at free of cost.	Sq.m	2.20%	439920	₹ _____ /- (Rupees _____ _____ only)	₹ _____ /- (Rupees _____ _____ only)
05	Sweeping the open spaces (outside building) , surrounding areas of building, gardens, basement car parking area , roof terrace of building and other areas once daily as identified & instructed by BHEL In-charge. Rate includes labour, tools, brooms, malard, baskets etc. Sweeping, hand picking of debris, collecting & dumping the debris in the nearby dust bin/ earmarked areas etc. complete. Sweeping has to be done only as and when necessary. Payment will be made only for the areas where sweeping was done.	Sq.m	1.00%	190320	₹ _____ /- (Rupees _____ _____ only)	₹ _____ /- (Rupees _____ _____ only)

Place

Signature of the Bidder

Date

(NAME & ADDRESS WITH SEAL)



Bharat Heavy Electricals Limited
(A Govt. of India Undertaking)
Piping Centre, No.80, G. N. Road, T.Nagar, Chennai – 600017, Tamil Nadu

ANNEXURE H PRICE BID – WORK / RATE SCHEDULE – 01.03.2022 to 31.08.2022
PART – 1 - Housekeeping and Other Maintenance Services for PC Main Office

(Page 05 of 14)

SL. No.	Nature of Work Proposed	Unit of measurement	Percentage Allocation	Quantities (A)	Unit Rate (Inclusive of GST) (B)	Amount (C) C = A x B
06	Sweeping, Mopping and Cleaning the Canteen hall area, twice daily. After sweeping all the waste, dust, paper, garbage, etc, to be disposed off to the nearby dustbins/ dumping site as instructed by BHEL In-Charge. Payment will be made based on the actual quantum of work done and on acknowledgement from respective floor in-charge. Quoted rate shall include cost of labour, tools, plants, machineries, necessary chemicals and acids and other cleaning materials, incidentals, etc. complete. Required quantity of water, power and storage room will be given by BHEL at free of cost.	Sq.m	1.00%	68640	₹ _____ /- (Rupees _____ _____ only)	₹ _____ /- (Rupees _____ _____ only)
07	Collection of bulk quantities of Coffee/Tea from the collection centre using flask/cans and Distribute the same in Cup & Saucer to every official. Also remove the used cup & Saucer and washing the same with water & cleaning powder / liquid and also wipe off with clean clothes and made ready for next use.	Each no.	1.00%	85800	₹ _____ /- (Rupees _____ _____ only)	₹ _____ /- (Rupees _____ _____ only)

Place

Signature of the Bidder

Date

(NAME & ADDRESS WITH SEAL)



Bharat Heavy Electricals Limited
(A Govt. of India Undertaking)
Piping Centre, No.80, G. N. Road, T.Nagar, Chennai – 600017, Tamil Nadu

ANNEXURE H PRICE BID – WORK / RATE SCHEDULE – 01.03.2022 to 31.08.2022
PART – 1 - Housekeeping and Other Maintenance Services for PC Main Office

(Page 06 of 14)

SL. No	Nature of Work Proposed	Unit of measurement	Percentage Allocation	Quantities (A)	Unit Rate (Inclusive of GST) (B)	Amount (C) C = A x B
08	Collection & segregation of garbage / waste / paper and other waste items from the main collection point in the evening hours i.e specifically after office hours once daily and dispose off the same in the nearby area (200m approx) with the instruction of BHEL In-Charge. Payment will be made based on the supervisor's report. Quoted rate shall includes cost of labour, disposal bags, etc.	Each No.	0.58%	470	₹ _____ /- (Rupees _____ _____ only)	₹ _____ /- (Rupees _____ _____ only)
09	Collection of water container of 20 Litre Capacity (Bubble top) from the centralized place with in the complex and carry the same to the required floor and place the same in the water dispenser machine as and when required. The empty container to be replaced in the centralized area and dispose the lid in a dust bin. Payment will be made based on the supervisor's report. Quoted rate shall include cost of labour, equipment etc.	Each Container	0.13%	4995	₹ _____ /- (Rupees _____ _____ only)	₹ _____ /- (Rupees _____ _____ only)

Place

Signature of the Bidder

Date

(NAME & ADDRESS WITH SEAL)



Bharat Heavy Electricals Limited
(A Govt. of India Undertaking)
Piping Centre, No.80, G. N. Road, T.Nagar, Chennai – 600017, Tamil Nadu

ANNEXURE H PRICE BID – WORK / RATE SCHEDULE – 01.03.2022 to 31.08.2022
PART – 1 - Housekeeping and Other Maintenance Services for PC Main Office

(Page 07 of 14)

SL. No.	Nature of Work Proposed	Unit of measurement	Percentage Allocation	Quantities (A)	Unit Rate (Inclusive of GST) (B)	Amount (C) C = A x B
10	Cleaning of water dispenser including stand using cleaning material on daily basis also as per the instruction of BHEL In-Charge. Payment will be made based on the supervisor's report. Quoted rate shall include cost of labour, cleaning items required for the same. Quoted rate shall include cost of labour, tools, plants, necessary cleaning materials, incidentals, etc. complete. Required quantity of water, power & storage room will be given by BHEL at free of cost.	Each No.	0.15%	1250	₹ _____ /- (Rupees _____ _____ only)	₹ _____ /- (Rupees _____ _____ only)
11	Effective pest control operation shall be carried out in the entire premises by using spray & other methods incl. rodent control by providing traps in sufficient number. The control system shall be carried out on a fortnightly basis & as per the instruction of BHEL In-Charge. Payment will be made based on the actual/effective control of the pest. Quoted rate shall include cost of labour, tools, plants, machineries/equipments, necessary chemicals, incidentals including disposal of the dead pest etc. complete.	Sq.m	0.19%	36240	₹ _____ /- (Rupees _____ _____ only)	₹ _____ /- (Rupees _____ _____ only)

Place

Signature of the Bidder

Date

(NAME & ADDRESS WITH SEAL)



Bharat Heavy Electricals Limited
(A Govt. of India Undertaking)
Piping Centre, No.80, G. N. Road, T.Nagar, Chennai – 600017, Tamil Nadu

(Page 08 of 14)

ANNEXURE H PRICE BID – WORK / RATE SCHEDULE – 01.03.2022 to 31.08.2022
PART – 1 - Housekeeping and Other Maintenance Services for PC Main Office

SL. No.	Nature of Work Proposed	Unit of measurement	Percentage Allocation	Quantities (A)	Unit Rate (Inclusive of GST) (B)	Amount (C) C = A x B
12	Cob-Web removal (fortnightly), sweeping and swabbing in all office buildings, staircases, swabbing of AC/PC rooms, Conference halls, dining halls, etc. Complete. After sweeping all the waste, dust, garbage, etc to be disposed off to the nearby dust bins/ dumping site as instructed by BHEL In-Charge. Payment will be made based on the actual quantum of work done and on acknowledgement from the floor in-charge. Quoted rate shall include cost of labour, tools, plants, machineries, necessary chemicals & acids and other cleaning materials, incidentals, etc. Complete. Required quantity of water, power and storage room will be given by BHEL at free of cost.	Sq.m	0.23%	36240	₹ _____ /- (Rupees _____ _____ only)	₹ _____ /- (Rupees _____ _____ only)
13	Scrubbing and cleaning of oily substances (fortnightly) in offices, staircases, AC/PC Rooms, Conference halls, dining hall etc. Complete as per instructions of Officer-In - Charge. Rate includes cost of labour, hire and running charges for tools and plants, machineries etc., necessary chemicals & acids and other cleaning materials, incidentals etc. complete. Required quantity of water, power and storage room will be given by BHEL at free of cost.	Sq.m	0.93%	36240	₹ _____ /- (Rupees _____ _____ only)	₹ _____ /- (Rupees _____ _____ only)

Place

Signature of the Bidder

Date

(NAME & ADDRESS WITH SEAL)



Bharat Heavy Electricals Limited
(A Govt. of India Undertaking)
Piping Centre, No.80, G. N. Road, T.Nagar, Chennai – 600017, Tamil Nadu

ANNEXURE H PRICE BID – WORK / RATE SCHEDULE – 01.03.2022 to 31.08.2022
PART – 1 - Housekeeping and Other Maintenance Services for PC Main Office

(Page 09 of 14)

SL. No.	Nature of Work Proposed	Unit of measurement	Percentage Allocation	Quantities (A)	Unit Rate (Inclusive of GST) (B)	Amount (C) C = A x B
14	Labour Charges for erection of flag post and tying the flag. Decorating the place with Tying color papers. Arranging stage dais for conducting functions, Rate includes digging hole erection of post and removing the same after the function is over including refilling the hole and handing over the flag post , flag etc to office after completion of programme. Necessary flag post and flag will be supplied by BHEL at free of cost. Rate does not include to and fro transportation.	Per Function	0.12%	5	₹ _____ (Rupees _____ _____ only)	₹ _____/- (Rupees _____ _____ only)
15	Carrying and placing PVC molded chairs at site of work and returning the same after the function is over. Rate does not include to and fro transportation etc. but includes labour, loading - unloading.	Nos.	0.03%	960	₹ _____/- (Rupees _____ _____ only)	₹ _____/- (Rupees _____ _____ only)
16	Collection of sweet / Karam boxes or Parcel from the identified shop (within 1-2 Kms distance) and carrying the same to office premises and distribute the same to officials in each floor according to the requirement. Payment will be made based on the supervisor's report. Quoted rate shall include cost of labour, carrying bags etc. For transportation of the above items, Bi-Cycle will be provided by BHEL free of cost.	Each Box	0.33%	4500	₹ _____/- (Rupees _____ _____ only)	₹ _____/- (Rupees _____ _____ only)

Place

Signature of the Bidder

Date

(NAME & ADDRESS WITH SEAL)



Bharat Heavy Electricals Limited
(A Govt. of India Undertaking)
Piping Centre, No.80, G. N. Road, T.Nagar, Chennai – 600017, Tamil Nadu

ANNEXURE H PRICE BID – WORK / RATE SCHEDULE – 01.03.2022 to 31.08.2022
PART – 1 - Housekeeping and Other Maintenance Services for PC Main Office

(Page 10 of 14)

SL. No.	Nature of Work Proposed	Unit of measurement	Percentage Allocation	Quantities (A)	Unit Rate (Inclusive of GST) (B)	Amount (C) C = A x B
17	Making all arrangement for event function, such as placing table, chair, decoration of hall/ Place , curtain , supply of items to participant like water bottle , biscuit ,snacks , Coffee/ Tea, etc. Item includes disposal of the waste then and there, cleaning all the items used and after completion of program all the items to be replaced in a respective place as per the instruction of Officer-in - Charge. Payment will be made based on the report by the BHEL In-Charge. Quoted rate shall include cost of labour, tools, and necessary chemicals and other cleaning materials, incidentals, etc. complete. Required quantity of water, power and storage room will be given by BHEL at free of cost. Number of participant are in the range as follows.					
a.	Number of participants from 10 - 30 approx.	Each Program	3.62%	625	₹ _____ /- (Rupees _____ _____ only)	₹ _____ /- (Rupees _____ _____ only)
b.	Number of participants from 31 - 60 approx.	Each Program	4.00%	1580	₹ _____ /- (Rupees _____ _____ only)	₹ _____ /- (Rupees _____ _____ only)

Place

Signature of the Bidder

Date

(NAME & ADDRESS WITH SEAL)



Bharat Heavy Electricals Limited
(A Govt. of India Undertaking)
Piping Centre, No.80, G. N. Road, T.Nagar, Chennai – 600017, Tamil Nadu

ANNEXURE H PRICE BID – WORK / RATE SCHEDULE – 01.03.2022 to 31.08.2022
PART – 1 - Housekeeping and Other Maintenance Services for PC Main Office

(Page 11 of 14)

SL. No.	Nature of Work Proposed	Unit of measurement	Percentage Allocation	Quantities (A)	Unit Rate (Inclusive of GST) (B)	Amount (C) C = A x B
18	ATTENDER DUTIES - Attending all unskilled nature of works as required including messenger activities, to collect and distribute the tapals at the address and other allied activities, file movement, Paper Movement, File Retrieval, External Jobs, Official's Coffee / Lunch, Upkeep of Official's workplace, Dispatch, receiving and sending the Superiors at porch in orderly manner, etc. complete to the satisfaction of the department.	Month	18.57%	48	₹ _____ /- (Rupees _____ _____ only)	₹ _____ /- (Rupees _____ _____ only)
19	CLERICAL DUTIES - Attending all office related works viz., Document Filing, Document Retrieval, Document Maintenance, Data entry, Office Support to identified department/s, Assistance to Section posted, File Maintenance etc.	Month	41.08%	102	₹ _____ /- (Rupees _____ _____ only)	₹ _____ /- (Rupees _____ _____ only)
20	SUPERVISOR DUTIES - Monitoring and ensuring completion of all the activities mentioned in the contract.	Month	2.50%	6	₹ _____ /- (Rupees _____ _____ only)	₹ _____ /- (Rupees _____ _____ only)

Place

Signature of the Bidder

Date

(NAME & ADDRESS WITH SEAL)



Bharat Heavy Electricals Limited
(A Govt. of India Undertaking)
Piping Centre, No.80, G. N. Road, T.Nagar, Chennai – 600017, Tamil Nadu

ANNEXURE H PRICE BID – WORK / RATE SCHEDULE – 01.03.2022 to 31.08.2022
PART – 1 - Housekeeping and Other Maintenance Services for PC Main Office

(Page 12 of 14)

SL. No.	Nature of Work Proposed	Unit of measurement	Percentage Allocation	Quantities (A)	Unit Rate (Inclusive of GST) (B)	Amount (C) C = A x B
21	PLUMBER DUTIES - Attending to the day to day Water Supply, Plumbing and Sewer line maintenance works to liquidate all type of maintenance complaints posted/ registered in the office area including over head water tank, sump, sewage collection sump etc. The scope of contract also includes carrying out preventive maintenance works, routine works like operation of pumps, valves etc. as directed by department and as specified here under. Required materials and consumables will be supplied by BHEL free of cost. However the required tools and plant shall be under the scope of maintenance contractor. The quoted rate shall include wages, bonus, statutory payments etc.,	Month	2.83%	06	₹ _____ /- (Rupees _____ _____ only)	₹ _____ /- (Rupees _____ _____ only)

Place

Signature of the Bidder

Date

(NAME & ADDRESS WITH SEAL)



Bharat Heavy Electricals Limited
(A Govt. of India Undertaking)
Piping Centre, No.80, G. N. Road, T.Nagar, Chennai – 600017, Tamil Nadu

ANNEXURE H PRICE BID – WORK / RATE SCHEDULE – 01.03.2022 to 31.08.2022
PART – 1 - Housekeeping and Other Maintenance Services for PC Main Office

(Page 13 of 14)

SL. No	Nature of Work Proposed	Unit of measurement	Percentage Allocation	Quantities (A)	Unit Rate (Inclusive of GST) (B)	Amount (C) C = A x B
22	ELECTRICIAN DUTIES Attending to the day to day work in electrical related maintenance works to liquidate all type of maintenance complaints posted/ registered in the office area including DG sets and main incoming power. The scope of contract also includes carrying out preventive maintenance works, routine works like operation of DG set, filling Diesel, attending light points, changing lights, fans, cable routing and other electrical related works. Attend problem in Data centre, EPABX, telephone points, battery backup, computer points, Fixing additional lights in the ceiling, building lighting, audio system etc. The necessary electrical wiring to be carried out for conducting any program/ meeting and removing same after completion of the same. Required materials and consumables will be supplied by BHEL free of cost. However the required tools and plant shall be under the scope of maintenance contractor. In this duty, the person should be engaged in round- the-clock shifts.	Month	8.14%	18	₹ _____ /- (Rupees _____ _____ only)	₹ _____ /- (Rupees _____ _____ only)
23	ELECTRICAL SUPERVISOR DUTIES - Supervision of all Electricians and activities mentioned at SI.No.24 above	Month	2.66%	06	₹ _____ /- (Rupees _____ _____ only)	₹ _____ /- (Rupees _____ _____ only)

Place

Signature of the Bidder

Date

(NAME & ADDRESS WITH SEAL)



Bharat Heavy Electricals Limited
(A Govt. of India Undertaking)
Piping Centre, No.80, G. N. Road, T.Nagar, Chennai – 600017, Tamil Nadu

ANNEXURE H PRICE BID – WORK / RATE SCHEDULE – 01.03.2022 to 31.08.2022
PART – 1 - Housekeeping and Other Maintenance Services for PC Main Office

TOTAL OF PART-1 (A) = Rs. _____/-

(Rupees

..... Only).

Place

Signature of the Bidder

Date

(NAME & ADDRESS WITH SEAL)



Bharat Heavy Electricals Limited
(A Govt. of India Undertaking)
Piping Centre, No.80, G. N. Road, T.Nagar, Chennai – 600017, Tamil Nadu

ANNEXURE I PRICE BID – WORK / RATE SCHEDULE – 01.03.2022 to 31.08.2022

(Page 01 of 08)

PART – 2 – Housekeeping and Other Maintenance Services for BRC

SL. No	Nature of Work Proposed	Unit of measurement	Percentage Allocation	Quantities (A)	Unit Rate (Inclusive of GST) (B)	Amount (C) C = A x B
01	Cleaning, washing and swabbing the Urinal in BHEL Residential Complex including the floor area dado etc. once daily in all toilets, wash basins, etc. Payment will be made based on the actual work done and on acknowledgement from the respective floor incharge. Quoted rate shall include cost of labour, tools & plants, machineries, necessary chemicals, acids and other cleaning materials, etc. Required quantity of water, power and storage room will be given by BHEL at free of cost.	No.	0.10%	160	₹ _____ /- (Rupees _____ _____ only)	₹ _____ /- (Rupees _____ _____ only)
02	Sweeping, Cleaning the Residential areas once daily. After sweeping all the waste, dust, paper, garbage, etc, to be disposed off to the nearby dustbins/ dumping site as instructed by Officer-in - Charge. Payment will be made based on the actual quantum of work done and on acknowledgement from respective floor incharge. Quoted rate shall include cost of labour, tools, plants , machineries , necessary chemicals and acids and other cleaning materials, incidentals, etc. complete. Required quantity of water, power and storage room will be given by BHEL at free of cost.	Sq.m	4.91%	102960	₹ _____ /- (Rupees _____ _____ only)	₹ _____ /- (Rupees _____ _____ only)

Place

Signature of the Bidder

Date

(NAME & ADDRESS WITH SEAL)



Bharat Heavy Electricals Limited
(A Govt. of India Undertaking)
Piping Centre, No.80, G. N. Road, T.Nagar, Chennai – 600017, Tamil Nadu

ANNEXURE I PRICE BID – WORK / RATE SCHEDULE – 01.03.2022 to 31.08.2022

(Page 02 of 08)

PART – 2 – Housekeeping and Other Maintenance Services for BRC

SL. No.	Nature of Work Proposed	Unit of measure -ment	Percentage Allocation	Quantities (A)	Unit Rate (Inclusive of GST) (B)	Amount (C) C = A x B
03	Mopping, Cleaning the Residential areas once daily. After sweeping all the waste, dust, paper, garbage, etc, to be disposed off to the nearby dustbins/ dumping site as instructed by Officer-in - Charge. Payment will be made based on the actual quantum of work done and on acknowledgement from respective floor in-charge. Quoted rate shall include cost of labour, tools, plants, machineries, necessary chemicals and acids and other cleaning materials, incidentals, etc. complete. Required quantity of water, power and storage room will be given by BHEL at free of cost.	Sq.m	4.60%	102960	₹ _____ /- (Rupees _____ only)	₹ _____ /- (Rupees _____ only)
04	Sweeping the open spaces (outside of building but including basement car parking), surrounding areas of building, gardens, basement car parking area , roof terrace of building and other areas as identified & instructed by Officer -in -Charge. Rate includes labour, tools, brooms, malard, baskets etc. Sweeping, hand picking of debris, collecting & dumping the debris in the nearby dust bin/ earmarked areas etc. complete. Sweeping has to be done only as and when necessary. Payment will be made only for the areas where sweeping was done.	Sq.m	10.40%	433815	₹ _____ /- (Rupees _____ only)	₹ _____ /- (Rupees _____ only)

Place

Signature of the Bidder

Date

(NAME & ADDRESS WITH SEAL)



Bharat Heavy Electricals Limited
(A Govt. of India Undertaking)
Piping Centre, No.80, G. N. Road, T.Nagar, Chennai – 600017, Tamil Nadu

ANNEXURE I PRICE BID – WORK / RATE SCHEDULE – 01.03.2022 to 31.08.2022

(Page 03 of 08)

PART – 2 – Housekeeping and Other Maintenance Services for BRC

SL. No.	Nature of Work Proposed	Unit of measure -ment	Percentage Allocation	Quantities (A)	Unit Rate (Inclusive of GST) (B)	Amount (C) C = A x B
05	Collection of Coffee/Tea 20 nos. (approx.) from the identified place (within 1 km) daily using flask and Distribute the same in cups. Also washing the flasks, cups with water & vim power also wipe off with clean clothes and made ready for next use.	Nos.	0.72%	6240	₹ _____ /- (Rupees _____ _____ only)	₹ _____ /- (Rupees _____ _____ only)
06	Collection of garbage / waste / paper and other waste items from the main collection point in the evening hours i.e specifically after office hours on daily basis and dispose off the same in the nearby area (200m approx) with the instruction of Officer-InCharge. Payment will be made based on the supervisor's report. Quoted rate shall include cost of labour, tools, plants, vehicle , carrying bags etc.	Each No.	1.00%	160	₹ _____ /- (Rupees _____ _____ only)	₹ _____ /- (Rupees _____ _____ only)

Place

Signature of the Bidder

Date

(NAME & ADDRESS WITH SEAL)



Bharat Heavy Electricals Limited
(A Govt. of India Undertaking)
Piping Centre, No.80, G. N. Road, T.Nagar, Chennai – 600017, Tamil Nadu

ANNEXURE I PRICE BID – WORK / RATE SCHEDULE – 01.03.2022 to 31.08.2022

(Page 04 of 08)

PART – 2 – Housekeeping and Other Maintenance Services for BRC

SL. No.	Nature of Work Proposed	Unit of measure -ment	Percentage Allocation	Quantities (A)	Unit Rate (Inclusive of GST) (B)	Amount (C) C = A x B
07	Cleaning of water dispenser including stand using cleaning material on daily basis also as per the instruction of Officer-In -Charge. Payment will be made based on the supervisor's report. Quoted rate shall include cost of labour, cleaning powder and other cleaning items required for the same. Quoted rate shall include cost of labour, tools, plants, necessary cleaning materials, incidentals, etc. complete. Required quantity of water, power and storage room will be given by BHEL at free of cost.	Each No.	0.07%	160	₹ _____ /- (Rupees _____ _____ only)	₹ _____ /- (Rupees _____ _____ only)
08	Effective pest control operation shall be carried out in the entire premises by using spray & other methods including rodent control by providing traps in sufficient number .The control system shall be carried out on a fortnightly basis and as per the instruction of Officer-InCharge. Payment will be made based on the actual/ effective control of the pest. Quoted rate shall include cost of labour, tools, plants, machineries/ equipments, necessary chemicals, incidentals including disposal of the dead pest etc. complete.	Sq.m	1.5%	33360	₹ _____ /- (Rupees _____ _____ only)	₹ _____ /- (Rupees _____ _____ only)

Place

Signature of the Bidder

Date

(NAME & ADDRESS WITH SEAL)



Bharat Heavy Electricals Limited
(A Govt. of India Undertaking)
Piping Centre, No.80, G. N. Road, T.Nagar, Chennai – 600017, Tamil Nadu

ANNEXURE I PRICE BID – WORK / RATE SCHEDULE – 01.03.2022 to 31.08.2022

(Page 05 of 08)

PART – 2 – Housekeeping and Other Maintenance Services for BRC

SL. No.	Nature of Work Proposed	Unit of measure -ment	Percentage Allocation	Quantities (A)	Unit Rate (Inclusive of GST) (B)	Amount (C) C = A x B
09	Cob-Web removal (fortnightly), sweeping and swabbing of buildings, staircases, etc. After sweeping all the waste, dust, garbage, etc to be disposed off to the nearby dust bins/ dumping site as instructed by Officer-InCharge. Payment will be made based on the actual quantum of work done and on acknowledgement from the floor in-charge. Quoted rate shall include cost of labour, tools, plants, machineries, necessary chemicals, acids and other cleaning materials, incidentals, etc. Complete. Required quantity of water, power and storage room will be given by BHEL at free of cost.	Sq.m	0.59%	19920	₹ _____ /- (Rupees _____ only)	₹ _____ /- (Rupees _____ only)
10	Scrubbing and cleaning of oily substances (fortnightly) staircases, etc. Complete as per instructions of BHEL In-Charge. Rate includes cost of labour, hire and running charges for tools and plants, machineries etc., necessary chemicals & acids and other cleaning materials, incidentals etc. complete. Required quantity of water, power and storage room will be given by BHEL at free of cost.	Sq.m	0.87%	7920	₹ _____ /- (Rupees _____ only)	₹ _____ /- (Rupees _____ only)

Place

Signature of the Bidder

Date

(NAME & ADDRESS WITH SEAL)



Bharat Heavy Electricals Limited
(A Govt. of India Undertaking)
Piping Centre, No.80, G. N. Road, T.Nagar, Chennai – 600017, Tamil Nadu

ANNEXURE I PRICE BID – WORK / RATE SCHEDULE – 01.03.2022 to 31.08.2022

(Page 06 of 08)

PART – 2 – Housekeeping and Other Maintenance Services for BRC

SL. No.	Nature of Work Proposed	Unit of measure -ment	Percentage Allocation	Quantities (A)	Unit Rate (Inclusive of GST) (B)	Amount (C) C = A x B
12	SUPERVISOR DUTIES - Monitoring and ensuring all the activities mentioned in the contract	Month	10.60%	6	₹ _____ /- (Rupees _____ _____ only)	₹ _____ /- (Rupees _____ _____ only)
13	PLUMBER DUTIES - Attending to the day to day Water Supply, Plumbing and Sewer line maintenance works to liquidate all type of maintenance complaints posted/ registered in the office area including overhead water tank, sump, sewage collection sump etc. The scope of contract also includes carrying out preventive maintenance works, routine works like operation of pumps, valves etc. as directed by department and as specified here under. Required materials and consumables will be supplied by BHEL free of cost. However the required tools and plant shall be under the scope of maintenance contractor. In this duty, the person should be engaged in round-the-clock shifts.	Month	32.10%	6	₹ _____ /- (Rupees _____ _____ only)	₹ _____ /- (Rupees _____ _____ only)

Place

Signature of the Bidder

Date

(NAME & ADDRESS WITH SEAL)



Bharat Heavy Electricals Limited
 (A Govt. of India Undertaking)
 Piping Centre, No.80, G. N. Road, T.Nagar, Chennai – 600017, Tamil Nadu

ANNEXURE I PRICE BID – WORK / RATE SCHEDULE – 01.03.2022 to 31.08.2022

(Page 07 of 08)

PART – 2 – Housekeeping and Other Maintenance Services for BRC

SL. No.	Nature of Work Proposed	Unit of measure -ment	Percentage Allocation	Quantities (A)	Unit Rate (Inclusive of GST) (B)	Amount (C) C = A x B
14	ELECTRICIAN DUTIES - Attending to the day to day work in electrical related maintenance works to liquidate all type of maintenance complaints posted/ registered in the office area including DG sets and main incoming power. The scope of contract also includes carrying out preventive maintenance works, routine works like operation of DG set, filling Diesel, attending light points, changing lights, fans, cable routing and other electrical related works. Attend problem in Data centre, EPABX, telephone points, battery backup, computer points, Fixing additional lights in the ceiling, building lighting, audio system etc. The necessary electrical wiring to be carried out for conducting any program/ meeting and removing same after completion of the same. Required materials and consumables will be supplied by BHEL free of cost. However the required tools and plant shall be under the scope of maintenance contractor. In this duty, the person should be engaged in round-the- lock shifts.	Month	32.51%	6	₹ _____ /- (Rupees _____ only)	₹ _____ /- (Rupees _____ only)

TOTAL OF PART-2 (B) = Rs. _____ /-

(Rupees

..... Only).

Place

Signature of the Bidder

Date

(NAME & ADDRESS WITH SEAL)



Bharat Heavy Electricals Limited
(A Govt. of India Undertaking)
Piping Centre, No.80, G. N. Road, T.Nagar, Chennai – 600017, Tamil Nadu

PRICE BID – WORK / RATE SCHEDULE – 01.03.2022 to 31.08.2022

Details	Amount in figures (Rs.)	Amount in Words (Rs.)
TOTAL OF PART – 1 (A) (Inclusive of GST)		
TOTAL OF PART – 2 (B) (Inclusive of GST)		
TOTAL CONTRACT VALUE (A + B) (Inclusive of GST)		

Important Notes

1.L1 will be decided on the Total Contract Value on a Single vendor for all the activities.

2. TOTAL CONTRACT VALUE (A + B) (Inclusive of GST) is to be fed in GeM Portal Price Bid

Place

Signature of the Bidder

Date

(NAME & ADDRESS WITH SEAL)

General terms and conditions on GeM 3.0 (Version 1.21)

1. Introduction

This document is an electronic record published by GeM under the provisions of the Information Technology Act, 2000 and the rules made there under (as applicable) and shall act as valid agreement between Seller / Service Provider and Buyer. Further the use of GeM Portal for Sale / Purchase of Goods / Services and the **resulting Contracts shall be governed by the following General Terms and Conditions (GTC) (unless otherwise superseded by Product / Service specific Special Terms and Conditions (STC), Product / Track / Domain Specific STC of Particular Service including its SLA (Service Level Agreement) and BID/Reverse Auction Specific Additional Terms and Conditions (ATC) as applicable).**

Government e-Marketplace (GeM) is the National Public Procurement Portal; an end-to-end online Marketplace for Central and State Government Ministries / Departments, Central & State Public Sector Undertakings (CPSUs & SPSUs), Autonomous institutions and Local bodies, for procurement of common use goods & services. The portal is owned and managed by GeM SPV which is a Section 8 (Non- Profit) Company registered under the Companies Act, 2013. GeM SPV operates, monitors and supervises all the business transactions on the portal through the Managed Service Provider as per defined roles and responsibilities.

2. General Terms and Definitions:

- a. **“APPLICABLE LAWS”** shall mean any statute, law, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy or other governmental restriction as may be in effect.
- b. **“GOODS”** shall mean an Article / product or an intangible product like software, technology transfer, licenses, patents or other intellectual properties being offered for sale on the GeM portal by Seller(s) on GeM. The term ‘Goods’ shall also include works and services which are incidental or consequential to the supply of such goods, such as, transportation, insurance, installation, commissioning, training and guarantee / warrantee obligations as defined in the scope of supply given in the contract.
- c. **“SERVICES”** shall mean the services offered or provided by the Seller such as IT Professional Services, Manpower Services, Security Services, Transport Services, etc. listed as Services on GeM. The term ‘Service’ shall also include supply of goods / articles which are incidental or consequential to the provisioning of such Services as defined in the scope of supply given in the contract.

- d. **“SERVICE LEVEL AGREEMENT (SLA)”** shall mean the Contractual Commitment that prevails between the Buyer and the Service Provider with regard to type of service to be provided, deliverables, desired performance level, reliability and responsiveness, monitoring process and service level reporting, response and issue resolution time-frame, repercussions / penalties / remedies for service provider not meeting its commitment. The SLA of a particular contract may carry the matrix regarding the delivery of the goods and/or services and the corresponding penalties or remedies and liquidated damages as applicable.
- e. **“CATEGORY SPECIFICATION”** shall mean the framework of technical features, functional capabilities, technical properties, certifications of the items etc. in a particular category. The Specifications shall identify the key parameters defining the products with all necessary validations related to configuration, type of data, restrictions, range / allowed values, allowed units etc. Sellers as well as Buyers while offering / buying the Goods / services shall have to comply with the validation rules / restrictions provided for in the Category Specification. Buyers / Sellers can not add parameters and / or drop down values not provided for in category Specification. If any Buyer / Seller desire to add new parameter, value, validation etc. against any category specification, they have to raise request for the same to GeM for incorporation in Category Specification.
- f. **“BUYER”** is the Contract placing authority, which includes Central/State Government Ministries/Departments including its attached/subordinate offices, Central/State Public Sector Units (PSUs) and Autonomous Bodies acting through its authorized officer(s) for and on behalf of President of India/Governor of the State /PSU/Autonomous Bodies, as the case may be, for purchase of Goods/Services offered by Sellers on GeM.
- g. **“SELLER / SERVICE PROVIDER”** on GeM shall mean any legal entity such as firm(s) of Proprietorship / Partnership Firm / Limited Liability Partnership / Private Limited / Limited company / Society registered under Society’s Act / Statutory Bodies etc., registered on GeM to sell its Good(s) / Service(s) to the Buyers registered on GeM.

The “Seller on GeM” will be either OEM (Original Equipment Manufacturer*) or Seller having authorization to sell products manufactured by the OEM in open market.

* OEM is the owner of the Brand / Trademark of the product being offered or in case of un-registered brand’s products / products with own brand, the actual manufacturer of the final product. To be recognized as an OEM on GeM, seller has to get Vendor Assessment Report from designated agency (unless exempted as per GeM VA policy) as per due process of vendor assessment notified on GeM portal

(which would include production of documentary evidences and demonstration of manufacturing facilities and / or capabilities as required).

In case of Services related to Goods, Service Provider on GeM will be either OEM or Service Provider having authorization to Service products manufactured by that OEM in open market. In respect of other Services, Service Provider on GeM will be any legal entity offering its services.

By registering on GeM portal , Seller / Service Provider hereby agrees to be bound by these General Terms and Conditions for Sale / Purchase of Goods and / or Services (GTC); Product / Service Specific Special Terms and Conditions (STC) and Service Level Agreements (SLAs) for various Services; and Additional (Bid Specific) Terms and Conditions (ATC) as applicable.

For the purpose of this document and transactions on GeM, Seller as well as Service Provider will be referred to as “Seller”

- h. **“USER ID and PASSWORD”** All users including Buyers and Sellers (primary as well as secondary) will get User ID and Password created on GeM following due registration process defined on GeM. It is the responsibility of the user to keep their User ID and Password secure and confidential. Individual user shall be solely and completely responsible for all transactions taking place on GeM portal using his / her User Id and Password and GeM shall not be responsible in any manner.
- i. **“LICENSE”** shall mean by registering the Seller and by offering Product / Service details on GeM, the Seller grants GeM a non-exclusive, royalty-free, irrevocable, perpetual and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, distribute, and/or display the content/materials which has been submitted to GeM excluding Aadhaar No. In case of registration of Primary user and creation of secondary user(s) by the Buyer/Seller, their Aadhaar (UID) details collected by GeM are solely for user verification and to apply e-signing on the documents. The e-sign is at par with digital signatures as per Information Technology Act Amendment 2008 and it works based on details available in Aadhaar database of UIDAI and there is no interference / intrusion in their personal details.
- j. **“CONTRACT”** shall mean the purchase order created / issued by the Buyer on GeM for supply of Goods / Services in electronic form which includes scope of supply, delivery instructions and specifications etc. as ordered by Buyer against such Contract besides the subject GTC, STC/ATC as the case may be.

3. Role, Responsibilities and Obligations of Seller/ Buyer:

A. Role and Responsibilities of Sellers on GeM are as under:

- i. Only Director (s) / Partner (s) / Proprietor (as applicable) are authorized to become Primary User and register any legal entity on GeM as Seller.
- ii. Once Seller/Service Provider is registered and account is created on GeM, the Primary user of the Seller/Service Provider can create Secondary User Accounts within Seller/Service Provider Organization with different Roles and Responsibilities. However, the Primary User creating Secondary User accounts shall continue to be fully responsible and accountable for all actions / transactions done by Secondary Users on GeM Portal.
- iii. Since GeM is a trust based Portal, the complete accuracy and integrity of data submitted in respect of the Seller and also in respect of the Goods / Services offered on GeM will be the sole responsibility of the Seller/Service Provider. Seller will be liable for administrative action as per GeM terms and conditions in case of any discrepancy / infirmity in any data / information submitted on GeM.
- iv. The Primary / Secondary Users of Sellers, offering Goods/Services and/or participating in e-Bidding / Reverse Auction on GeM, must ensure that they have the requisite authorization to enter into contract with Buyer(s) in GeM for and on behalf of the Seller, failing which such Seller as well as the individual(s) shall be vicariously liable for its actions and also for any liability arising out of such actions.
- v. Seller can offer any number of products. However, it will be the sole responsibility of the seller to satisfy themselves regarding possessing the requisites for doing business for the offered product(s). The Sellers are solely responsible for ensuring that there is no violation of any Intellectual Property Rights in their offer for sell / providing service on GeM.
- vi. The Seller should not exercise any corrupt influence on any aspect of contract and commit to take all measures necessary to prevent corruption maintaining complete transparency, integrity and fairness in all activities related to GeM.
- vii. The seller would represent its business on the GeM portal and is mandated to comply with all the terms and conditions of the platform. Sellers would be solely and absolutely responsible for the information provided about their organization, business, products and services on the portal and would be required to produce proof of such information, if requested at any point in time by the Buyer and / or GeM.

- viii. GeM would not allow creation of any fresh data related to Seller identity on GeM portal. All details provided by the Seller at the time of registration would be counter checked / verified through other data bases of Government such as PAN, MCA 21, Udyam Registration etc. For Financial details, PAN / Income tax Database shall be primary validating database and will override any conflicting data in any other database. If the data / details entered by the seller while registering on GeM is not verified with validating databases, registration will not be allowed. Further, in case of any conflict in details after registration, Seller's registration would be automatically suspended. It is the Seller's responsibility to keep all their information on GeM updated with the latest change(s). Non-updating of details on GeM within 7 days of such occurrence would make Seller liable for administrative actions.
- ix. Eligibility of Sellers in terms of Turn Over / Past Performance / Profitability etc. and also their eligibility for availing various benefits / advantages in terms of various Govt. Policies / Guidelines / Acts / Laws etc. shall be determined solely on the basis of data fetched / validated or verified through external agency / owner of that set of database such as Income Tax / PAN Data Base, MCA 21, Udyam Registration, GSTN, Certifying Agencies such as BIS, BEE etc. In case of any discrepancy in data available in these databases, Seller has to get the same updated in the corresponding validating database before updating the same on GeM. Till such time only the existing validated information shall be used to decide seller's eligibility on GeM. Any default in sellers updating their data on partner sites / validating databases and any fall out of the same impacting adversely any transaction on GeM, shall entirely and exclusively be Seller's responsibility. GeM shall not be responsible for any consequential impact on any GeM transaction due to data discrepancy and / or suspension of seller account due to data discrepancy. Seller will be solely responsible for the same.
- x. The Seller shall be solely responsible for the Goods / Services including, without limitation, the applicable guarantee / warranty, shelf-life, quantity, quality and the title and for giving the correct and accurate details of the offer their Goods and / or /Services indicating product specifications, quantity which can be supplied over the specified time period, etc. as per catalogue or catalogue based template prescribed in GeM. Seller would ensure that the Goods or /Services offered are latest, new and complete in all respects. Where Seller is selling any Goods which needs spare parts, Seller should ensure and make available such spare parts for a minimum

period of three years from the date of expiry of warrantee period (unless otherwise specified). The individual Sellers shall ensure that the products offered in e-Bidding and/or ordered shall remain available on GeM during the bid / contract validity period.

- xi. Sellers shall offer minimum discount of 10% on the Maximum Retail Price (MRP) mandatorily (unless otherwise specified for offering their products on GeM). Sellers are free to offer higher discounts. The Seller must offer its best possible lowest price on GeM and undertake that it would not sell or offer to sell the same product outside GeM in comparable quantity on similar terms and conditions at a price equal to or lower than Offer Price on GeM. In case any such infringement by Seller is noticed, the Seller shall be liable to be removed / debarred from the GeM.
- xii. By offering their product on GeM, the Seller agrees for sharing price details of the offered Goods / Service by GeM authorities with other Government agencies including Department of Excise & Customs, Income tax, GST etc.
- xiii. Listing of Goods / Services in irrelevant / inappropriate categories is strictly prohibited. If any such infringement made by Seller leads to placement of a contract by any Buyer for such inappropriately offered product(s)/service(s) by the Seller, such contract shall be treated as null and void. No claim whatsoever against such contract shall be admissible and entertained.
- xiv. The Seller(s) shall pass on all the benefits associated with any scheme / offer / freebies provided by the OEM on any product from time to time on an "as-is basis" to the Buyer. This obligation will also apply to OEM's directly supplying the goods. Holding back any such offer or accounting such freebies in quantity supplied shall make such consignments liable to be rejected by the consignee and shall also be considered as inappropriate and against the GeM policies for which GeM reserves all rights to take necessary action against such Seller/OEM as deemed fit.
- xv. By registering on GeM and by participating in any bid on GeM, Seller undertakes that presently it is not "Debarred from Bidding" on the grounds mentioned in Rule 151 of GFR 2017.

B. Role and Responsibilities of Buyer on GeM:

Buyer Registration on GeM is divided in two categories:

- a. **Primary User:** In GeM , the Primary User is as under:

- i. Any officer of Central / State Government / PSU / Autonomous Bodies / Local Bodies / Constitutional Bodies / Statuary Bodies at the level of Deputy Secretary of the Government of India or equivalent
- ii. Head of the Office at Sub Centre / Unit / Branch, can Register his / her organization / unit on GeM portal as Primary User.

Primary User shall be responsible for registering the organization on GeM, for creating User accounts for Secondary Users, assigning them roles and responsibilities on GeM and for supervision of all transactions performed by Secondary Users under him / her.

Primary User shall also be vicariously responsible for ensuring compliance of General Financial Rules and / or Rules Governing Public Procurement in respect of their organization, all GeM terms and conditions and other Procurement Policies / Guidelines notified by the government from time to time, by all the secondary users including timely payments and for dispute resolutions as per GeM terms and conditions.

Primary user cannot perform any Procurement related transactions on GeM portal.

- b. **Secondary Users:** Secondary Users are officials responsible for procurement transactions on GeM including Placement of Contracts, Receipt of Stores, and Payments to the Sellers etc. The access rights permissible to registered Secondary users would be decided by the Primary User of the Department. Secondary Users may be given the roles of Buyer / Consignee / Drawing and Disbursement Office (DDO) / Paying Authority etc. For transaction on GeM portal, Buyer is the official who is responsible for processing procurement transaction up to Order Placement stage. Consignee is the Secondary User in Buyer Organization responsible for certifying receipt and acceptance of the goods procured.

Buyer's responsibilities on GeM portal are as under:

- i. The Buyers are responsible to ensure that the procurement done by them are in compliance of General Financial Rules and / or Rules Governing Public Procurement in respect of their organization, all GeM terms and conditions and other procurement Policies / Guidelines notified by the government from time to time, including timely payments as per GeM terms and conditions.
- ii. The Buyers (in all capacities i.e. as Buyer, Consignee, DDO, Paying Authority etc) are responsible to ensure that the procurement done by them are in compliance with GeM Terms and Conditions / Guidelines

and all contract related transactions are completed within time lines prescribed in GeM Contract.

- iii. The Buyers must ensure that they have the requisite authorization to enter into contract with Seller(s) on GeM for and on behalf of the organization, failing which such individual(s) shall be individually liable for its actions and also for any liability arising out of such actions.
- iv. While making procurement on GeM, the Buyers shall judiciously search and shortlist items using filters such as quantity, technical parameters, delivery period, warranty period, consignee location(s), Seller's eligibility etc. as per their approved requirements. Placement of contract for a product / service uploaded by the Seller in any wrong/inappropriate product category is strictly prohibited and such contracts shall be treated as null and void and such Buying shall adversely affect Buyer Rating on GeM.
- v. The Buyers shall satisfy themselves that the price of the selected offer is reasonable. Buyer is at liberty to utilize all the data / information and Business Analytics made available in GeM including e-bidding and reverse auction.
- vi. The Buyers, before placing the order on GeM, should have the required mandatory approval with prior sanction and approval of the competent authorities and shall be in compliance with and as per procedures outlined in GFR and other procurement guidelines issued by the Government from time to time.
- vii. On award of the Contract(s), it would be construed that the Buyer has obtained all necessary Administrative & Financial sanctions of the competent authority and adequate funds are available indicating the relevant Head of accounts in the awarded Contract(s).
- viii. The Buyers should not exercise any corrupt influence on any aspect of contract and commit to take all measures necessary to prevent corruption maintaining complete transparency and fairness in all activities related to GeM.
- ix. Buyers are not allowed to place any order at GeM prices outside GeM. The prices on GeM are only applicable if the procurement is made through GeM portal. Using GeM prices for procurement outside GeM portal is strictly prohibited. Further, Buyers are not allowed to place any off-line contract to the Seller directly based on the outcome of e-Bidding

/ RA conducted on GeM. All such contracts shall be treated as null and void and GeM reserves the right to delete all data related to such transactions from GeM database besides taking suitable actions against such Buyers including suspension from GeM and / or reduction of Buyer rating etc.

4. Enabling provisions of Rule 149 of General Financial Rules- 2017

Enabling provisions of Rule 149 of General Financial Rules- 2017 as amended vide Ministry of Finance OM dated 02.04.2019 regarding procurement through GeM and necessary guidelines and terms and conditions thereon:

GeM portal may be utilized by the Government buyers for on-line purchases as under:-

- i. Up to Rs.25,000/- through any of the available suppliers on the GeM, meeting the requisite quality, specification and delivery period.
- ii. Above Rs.25,000/- and up to Rs.5,00,000/- through the GeM Seller having lowest price amongst the available sellers (excluding Automobiles where limit of Rs.30,00,000/- will be applicable), of at least three different manufacturers, on GeM, meeting the requisite quality, specification and delivery period. The tools for online bidding and online reverse auction available on GeM can be used by the Buyer if decided by the competent authority.
- iii. Above Rs.5,00,000/- through the supplier having lowest price meeting the requisite quality, specification and delivery period after mandatorily obtaining bids, using online bidding or reverse auction tool provided on GeM (excluding Automobiles where limit of Rs.30,00,000/- will be applicable).
- iv. The Government Buyers may ascertain the reasonableness of prices before placement of order using the Business Analytics (BA) tools available on GeM including the Last Purchase Price on GeM, Department's own Last Purchase Price etc.
- v. GFR rule 149 allows direct on-line purchases on GeM up to Rs. 25,000/- through any of the available suppliers on the GeM, meeting the requisite quality, specification and delivery period. However this is subject to procuring authorities certifying the reasonability of rates. While making such direct on-line purchase below Rs. 25,000/-, the buyer should have

approval of competent authority and should also record reasons for selecting the specific product in case lowest priced products are not being accepted / ordered.

- vi. Tools have been deployed on GeM portal to show the price of compared products on other e-commerce sites (wherever available) and also the rates at which orders have been placed on GeM for such items in recent past. While taking decision on reasonableness of price, the buyers may also take into account the discount over MRP; Last Purchase Price on GeM, Department's own Last Purchase Price; rates on other e-commerce websites etc. The prices on e-commerce site give a broad idea and its terms and conditions may be different. If it is found that the price available on GeM marketplace is not reasonable or is substantially higher than e-commerce sites or LPP, the GeM Portal provides tools for online bidding or reverse auction which can be used by the Buyers to get better competitive rates and then satisfy themselves about reasonableness of the price as per GFR -2017 before placement of contract. Bidding should be considered as the preferred mode of procurement above Rs. 25,000/-.
- vii. In case of Direct Purchase, during carting period, rates for carted quantity, for that buyer, are frozen for carting period as notified from time to time on GeM against any upward revision by seller. However, advantage of any downward revision in the offer price of carted item shall be automatically provided to the buyer.
- viii. According to the provisions of Rule 149 (ii) of GFR, 2017, GeM shall be utilized by Government buyers for direct on-line purchases above Rs. 25,000/- and up to Rs. 5,00,000/- however such purchase has to be through the Seller having the lowest price (L-1) amongst the available Sellers on the GeM. In order to ensure that buyers select only L-1 available offer, the GeM portal requires that buyer first compares all the product options available on GeM to ensure that it meets its requirements/ specifications. While comparing, care should be taken that comparison has to be done between products of at least three different Manufacturers / OEMs. For L-1 buying, comparison has to be made between products of at least three different OEMs. If Buyer wants to buy any specific OEM's product then he has to go for Proprietary Article Certificate (PAC) buying after obtaining necessary approvals of competent authorities for PAC buying as per GFR-2017.
- ix. **Proprietary Article Certificate (PAC) Buying:** While making procurement under PAC Buying on GeM, Buyer has to comply with following conditions:

- (a) In case a Govt. Buyer on GeM wants to make procurement on proprietary basis on the GeM Portal after obtaining the requisite approvals / PAC certificate from their competent authority as per Rule 166 of GFR-2017, the Buyer can use PAC filter provided on GeM for selecting a specific model/ make available from a particular GeM Seller. As per GFR, Proprietary Article Certificate in the following form should be available with Buyer before procuring the goods under PAC Buying:
- (i) The indented goods are manufactured by M/s.
 - (ii) No other make or model is acceptable for the following reasons:
 - (iii) Concurrence of Finance wing to the proposal vide:
 - (iv) Approval of the competent authority vide:
- (b) The Seller's price on the Portal is just their offer prices and the proper discovery of price generally happens through bidding/RA. Moreover, in PAC procurement irrespective of multiple listing by authorised sellers, the important issue of price control remaining with the OEM cannot be overlooked. Therefore, in case of all the PAC procurements, the Buyers will have to carry out extra due diligence in establishing the reasonableness of prices before placement of contract as per Para (vii) of Rule -149 of GFR-2017.
- (c) Except for direct buying up to Rs. 25,000/- subject to establishing the reasonableness of price, the bidding will be mandatory for procurements above Rs. 25,000/-. As result of bidding, the response could be as under:
- i. Only OEM is available or only single authorised seller is available.
 - ii. OEM as well as multiple authorised Sellers are available.
 - iii. Multiple authorised Sellers of the OEM are available.
- (d) After bidding, under PAC buying, the Buyer may take decision with the approval of the competent authority to process the

procurement subject to establishing the reasonableness of prices before placement of contract as per Para (vii) of Rule - 149 of GFR-2017.

- x. In order to give flexibility to the buyers in sourcing their requirements through GeM, provision has been made in e-bid and RA modules for indicating delivery period in terms of “number of days from date of placement of contract”. While stipulating delivery period in their bid documents, Buyers are advised to be careful since un-realistic delivery period stipulations may result in elimination of some genuine sellers, lack of competition and may ultimately have impact on cost of procurement. While fixing delivery period in e-bid/ RA bid, buyers should not only take into consideration the quantity required and the essentiality of requirement of that quantity within stipulated time period but also the possible impact of shorter delivery period on competition in e-bidding / RA.
- xi. Splitting of demands by creating multiple Bids / RAs of same goods / services or making repeated procurements of same Goods / Services through L-1 buying as per rule 149(i) and 149(ii) of GFR-2017 are strictly prohibited on GeM. Splitting of demand deprives the organizations from achieving the best competitive prices leveraging economies of scale. It also implies avoiding the necessity of obtaining the sanction of higher authority required with reference to the estimated value of the total demand. It is a violation of Para Rule 149 (viii) of GFR -2017 and terms and conditions of GeM Portal and Buyer including the Primary Buyer shall be entirely responsible for the same. If any such splitting of demand is noticed, GeM shall have the right to take necessary action such as blocking of such Bids/RAs and / or cancelling such contracts.
- xii. GeM is a dynamic online marketplace. The product/service listings across the existing categories are dynamic. Moreover, new categories of products/services are continuously being added on GeM. In situations where there is only one offer available in a product/ service category and/or there is offer from only one Seller after filter based search, the buyer should not select such offer for buying. Efforts should be made by Buyer to get their past suppliers and prospective Sellers on-boarded on GeM so as to ensure availability of sufficient Sellers on GeM. This however will not apply for PAC procurement.
- xiii. e-Bidding and Reverse Auction (RA) on GeM**

- (a) The e-Bidding / RA module of GeM is a tool provided to the Buyer(s) for organizing bidding / RA from GeM Sellers of the particular product category for a pre-defined requirement i.e. quantity, technical parameters for Goods/ Services of the particular product category required for one or more Buyers / Consignees.
- (b) Prior to initiating e-Bidding / RA, the Buyer shall judiciously search and shortlist item among the items offered on GeM using filters such as quantity, technical parameters, warranty period, consignee location(s) etc. as per the requirement. In case the search made using actual quantity required, fails to identify sufficient offers, the Buyer may use an indicative quantity for initial search and selection of product and quantity may be amended to match the actual requirement at the time of finalizing e-Bidding / RA.
- (c) The technical parameters and warranty of the item identified by the Buyer shall be base parameters of the item for conducting e-Bidding / RA for the required Goods/Services.
- (d) The e-Bidding / RA document will be finalized by the Buyer(s) by stipulating requirements such as Quantity, Consignee Details, Terms of Delivery, Delivery Period, EMD, Performance Bank Guarantee, Time & Date for Start and End of Bid Submission and for Opening of Bids and required Bid Validity period etc. GeM system shall decide Start / Reference Price and Step Value of Decrement in case of RA based on product selection and / or outcome of bidding process.
- (e) Bid Life Cycle: Bid Life Cycle is the period within which a buyer has to complete the entire life cycle i.e. technical evaluation, financial evaluation and order creation of Bid process. By default, it is 90 days from the date of Bid publication. This can be configured to 120 / 150 or 180 days in exceptional cases through catalogue Management System (CMS) for a particular product category (not for a particular Buyer or Bid).
- (f) The e-Bidding / RA invitation / Notice shall be published on GEM, stipulating the last date for bid submission / opening of bids giving at least clear 10 days time after the publication. Any change in last date for bid submission will be intimated to

eligible bidders through e-mail / GeM. The e-Bidding invitation shall be extended to all the registered Sellers on GeM who have Goods / Services for that particular category listed on GeM, at least 2 hours prior to closing time of e-Bidding / RA. The GeM normally requires 48 hrs for approval / rejection of the product / service offered by Sellers before it is listed on the portal. Considering these time lines, the Sellers are required to offer their Goods / Services on GeM well in advance before bid closure. The decision of the Buyer/GeM regarding technical/commercial eligibility of the individual Seller to be invited for e-Bidding / RA shall be final.

- (g) The Seller participating in the e-bidding / RA may offer any one of their product(s) already listed on GeM. The bid submitted under e-Bidding / RA shall remain valid for 15 days (or as stipulated by the Buyer in the bid document) from the Bid Opening Date (till 24.00 Hrs IST). Bid Validity can be further extended with mutual consent between Buyer and Sellers subject to the condition that total Bid Life Cycle cannot go beyond the stipulated time limit as per GeM CMS. The products offered in e-Bidding / RA can not be withdrawn by the Sellers from GeM during the bid validity period. The Buyer reserves the right to postpone/cancel the e-bidding and intimation thereof will be sent by e-mail / GeM to the Bidders. Any amendment / corrigendum to the e-bid invitation issued by the Buyer will be made online and shall be uploaded on the GeM. The participation by the Seller in e-bidding shall be construed as his / her acceptance for all the Terms and Conditions as outlined in the e-bidding including GTC, STC and ATC. However, the Buyer shall have right to decide the technical and commercial acceptability of the individual bids based on eligibility criteria and compliances as stipulated in the bid document. The technical parameters shown in the bid are from a particular catalogue as selected by the buyer while applying initial filters in selection of the product. The sellers are free to bid for same, equivalent or superior specifications catalogue / products. In the public interest, buyers will evaluate such bids based on their requirements / end use and

bid parameters and will accordingly technically accept or reject the bids on merits.

- (h) In bid documents, Buyers can incorporate suitable eligibility criteria and additional terms and conditions only using various filters and ATC module available in e-bidding / RA modules of GeM. Buyers are not allowed to incorporate eligibility criteria and / or additional / special terms and conditions exterior to the GeM portal by making reference to any other website / documents etc.
- (i) In case, two or more acceptable bidders are found to have quoted identical lowest bid price, Buyer has to conduct Reverse Auction for the required Goods among all technically qualified bidders in case of bids for Goods. In case of Services bids, if the multiple L-1 bidders have quoted the lowest allowed price for that service, Buyer shall have two options for placement of Contract:
 - a) Placement of contract by selection of an agency from amongst the L-1 bidders through a Random Algorithm run by GeM system.
 - b) Placement of contract on any one of the L-1 bidders based on any criteria as deemed fit by the Buyer with appropriate internal approvals
- (j) The Buyer reserves the right to accept/reject any bid including the lowest bid received through e-bid and/or annul the e-bidding process.
- (k) The participating bidders shall not disclose details of their bids or other details of their e-bids to other bidders or indulge in any anti-competitive behaviour including price manipulation in violation of Competition Act, 2002.
- (l) The Buyer/GeM will not be held responsible for consequential damages such as no internet connection, no power supply, system problems, loss of electronic information, power interruption etc.
- (m) Against any bidding or RA conducted on GeM, if a bidder quotes Nil Charges/consideration, the bid shall be treated as non-responsive and will not be considered.

- (n) There shall be no EMD for Bids / RA having estimated value less than Rs. 5 lakh. For bids / RA having estimated value more than Rs 5 Lakh, while finalizing e-Bid / RA, Buyer shall indicate the exact amount of EMD required to be submitted by bidders in the form of Bank Guarantee on GeM portal in the prescribed format. Scanned copy of the same shall be uploaded by Seller in the online bid and hard copy of the same will have to be submitted directly to the Buyer within 5 days of bid opening. GeM recommends quantum of EMD @ 1% of estimated value of procurement. The Buyer also has the option to select EMD between 0.5% to 5%. The same should be valid for 45 days beyond the bid validity. Following categories of Sellers shall however, be exempted from furnishing EMD:
- i. Micro and Small Enterprises who are manufacturer of the Primary Product Category or Service Provider of the Primary Service Category and give specific confirmation to this effect at the time of bid submission and whose credentials are validated online through Udyam Registration and through uploaded supporting documents.
 - ii. Start-ups as recognized by Department of Industrial Policy and Promotion (DIPP).
 - iii. KVIC, ACASH , WDO, Coir Board, TRIFED and Kendriya Bhandar.
 - iv. Sellers who have got their credentials verified through the process of Vendor Assessment by Vendor Assessment Agencies for the Primary Product / Primary Service for which Bid / RA has been invited.
 - v. Sellers/ Service Provider having annual turnover of Rs 500 Crore or more.
 - vi. Micro and Small Enterprises registered with NSIC for the Primary Product Category whose credentials are validated through NSIC database and through uploaded supporting documents.
 - vii. Micro and Small Enterprises registered with DIC for the Primary Product Category whose credentials are validated through DIC database and through uploaded supporting documents.

- viii. Sellers / Service Providers holding BIS License for the Primary Product Category whose credentials are validated through BIS database and through uploaded supporting documents.
 - ix. Central / State PSUs.
 - x. Seller / Service Provider registered with designated Agency / Authority as specified in the bid document by the Buyer – such bidder shall have to upload scanned copy of relevant registration document in place of EMD document while bidding.
- (o) EMD submitted by the bidder shall be forfeited, if the bidder:
- i. Withdraws or modify or impairs or derogates from the bid in any respect within the period of validity of its bid; or
 - ii. If it comes to notice that the information / documents furnished in its bid is false, misleading or forged; or
 - iii. Fails to furnish requisite performance security / PBG within stipulated time required as per e-bid / RA conditions.
- (p) Notwithstanding above, GeM SPV / GeM Admin also reserve the right to debar such seller from GeM portal. Such debarment shall be for minimum 3 months initially on first such offence and on repeat offence, the debarment period can be increased suitably by GeM SPV / GeM Admin. By submitting a bid on GeM, the Bidder explicitly undertakes to abide by the above clause.
- (q) Earnest money of unsuccessful bidders shall be returned within 15 days after the award of contract or expiry of bid validity whichever is earlier. Earnest money of successful bidder shall be returned within 15 days after receipt of Performance Security / e-PBG.
- (r) In case of RA, Start / Reference Price and Step Value of Decrement shall be indicated to the Bidders at the start of the auction. Any participating bidder can bid one or multiple Step Decrement lower than the prevailing Lowest Bid at that time.
- (s) The Bidder shall be able to view Bid Start Price, Bid Decrement Value, Prevailing Lowest Bid value and last Bid Placed by him. Whenever a lower price bid is received in the closing moment

i.e. within 15 minutes of existing end time of Reverse Auction, the end time of reverse auction shall be extended automatically by another 15 minutes. All participant sellers of that RA shall be notified by the GeM system about extension of time through email and/or SMS and they shall be allowed to submit revised bid under the RA. The same process shall be repeated, if there is another lower bid received in the RA during last 15 minutes of RA.

(t) GeM / Buyer shall not have any liability to bidders for any interruption or delay in access to the GeM site / Reverse Auction link etc, irrespective of the cause.

(u) By creating a bid on GeM, the Buyer undertakes as under:

"I confirm that this tender document complies with the "Public Procurement (Preference to Make in India) Order, 2017" issued by DIPP and "Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012" issued by MoSME".

(v) **Bid to RA:** While creating bid on GeM, Buyer shall have the provision to select Bid to RA option. If this option is selected by the Buyer at the time of bid creation, Sellers would be required to submit their Technical and Commercial bids before bid closure. After completion of technical evaluation by the Buyer, Reverse Auction would be conducted amongst first 50% of the technically qualified bidders arranged in the order of prices from lowest to highest. Number of sellers eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L-1 to L-4). In case number of technically qualified bidders are 2, RA will be between both without any elimination.

In case Primary products of only one OEM are left in contention for participation in RA based on lowest 50% bidders qualifying for RA, the number of sellers qualifying for RA would be increased to get at least products of one more OEM (directly participated or through its reseller) if available. Further, if bid(s) of any seller(s) eligible for SME preference is / are coming within price band of 15% of L-1 or if bid of any seller(s)

eligible for Make in India preference is / are coming within price band of 20% of L-1, then such SME / Make in India seller shall also be allowed to participate in the RA process. After the RA process, the award of contract(s) shall be made by the buyer keeping in view the Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 and Public Procurement (Preference to Make-in-India) Order, 2017 last revised on 29.5.2019 as amended from time to time.

- (w) In case any Seller / Service provider has been debarred in any particular Department / Organization, Buyers of that particular Department / Organization only shall have the right to disqualify such Sellers / Service providers at the time of technical evaluation of Bids during the period of debarment, subject to the condition that orders of such debarment has been taken with approval of Competent Authority of that Department / Organization and has been communicated to the concerned Seller / Service Provider before bid opening date.
- (x) GeM is an end to end on-line procurement portal and not a tender publishing portal. GeM has detailed GTC, product / service specific STC and a rich ATC library in-built in the portal which can be used to create a comprehensive bid document. Based on the available terms and conditions, there is hardly any need to add any additional conditions to be attached with any GeM bid. However, for inclusion of some clause which is considered absolutely necessary for that particular bid for reasons to be explained in detail, a provision for inclusion of additional conditions in the bid through corrigendum is available in Request Management System. Only indispensable conditions that are not covered in and are not in conflict with GeM GTC, Product / Service STC and the standard ATC library, and which are in compliance with the Govt. orders on Public Procurement and are not restrictive and not against the core principals of transparency, fairness and efficiency enshrined in GeM, can be requested through RMS ATC request for making part of GeM bid through corrigendum. Each such request has to be made only after due approval of the Competent Authority in Buyer Organization confirming that the request has been made with the approval of the Competent

Authority. Buyer organization shall be solely responsible for the impact of the requested clauses on the bidding process and its outcome. The clauses which are already covered in standard ATC library available on GeM Portal, will not be allowed through RMS.

- (y) **Determination of eligibility in case of products requiring BIS License:** In case the bid requires availability of BIS License, bidder has to upload currently valid and operative BIS License copy (Valid on the date of bid opening) to be considered eligible. Submitted BIS License may be in the name of Bidder / OEM or in the name of the Manufacturer to whom the OEM has outsourced manufacturing of his brand of product. The name of the Brand of the offered product should be mentioned in the BIS License. BIS certificate issued under Compulsory registration Scheme for electronic products to OEM/Brand owners for the products marketed under their brand name wherein their products are manufactured at third-party manufacturing unit is valid and is allowed for participation in the bids floated on GeM. The Manufacturer's Authorization in all such cases wherein the manufacturing is done by a third party shall be issued by the Brand owner / OEM and not by the third-party manufacturing unit mentioned in the BIS certificate.
- (z) **Bid Splitting:** In case of critical / vital / safety / security nature of the item, and / or large quantity under procurement and / or urgent delivery requirements and / or inadequate vendor capacity, Buyer may decide to have more than one source of supply. In such cases Buyer may opt for Bid Splitting while creating the bid on GeM, clearly indicating the Bid Splitting ratio in which order will be split among L-1, L-2, L-3 etc as per ratio of splitting pre-disclosed in the bid . After technical and financial evaluation, before splitting the quantity, it should be ensured by the Buyer that the L1 price is reasonable. After deciding the acceptable reasonable price, L1 would be awarded contract for at least the first / highest percentage indicated in the bid splitting ratio. For the rest of the bid quantity, the L-1 rates / lowest accepted rate will be counter offered to the next higher quoting bidder(s) for price matching. On acceptance of the counter offer, the order will be placed on next higher

quoting bidder(s) for the respective percentage. In case of non-acceptance of the counter offer by the next higher quoting bidder(s), a similar offer shall be made to L3 and L4, and so on. In case counter offered rates are not accepted for ratio of splitting quantity as per bid document by any of the subsequent bidders, the left over quantity will be divided between bidders who have accepted the rates in the ratio of their originally allocated quantities subject to their confirmation and after getting consent on mutually agreed delivery schedule for the additional quantity.

5. Contract(s):

Following documents shall be construed to be part of the contract generated through GeM:

- i. Scope of supply including price as enumerated in the Contract Document.
- ii. General Terms and Conditions (GTC).
- iii. Product / Service specific Special Terms and Conditions (STC).
- iv. Product / Track / Domain Specific STC of Particular Service including its SLA (Service Level Agreement)
- v. Bid / RA specific Additional Terms and Conditions (ATC).

The Terms and Conditions stipulated in STC & SLA will supersede those in GTC and Terms and Conditions stipulated in ATC will supersede those in GTC and STC in case of any conflicting provisions.

6. Prices:

- i. **Offer price on GeM portal:** The prices of the offered Goods or Services shall be firm and fixed at any point of time and shall be indicated in INR for each accounting unit. The Seller can choose to offer Goods or Services with uniform all inclusive unit price for deliveries at locations across India on All India basis or for specified locations selected at the time of product listing. As such, for supply of Goods contract, no additional charges such as local levies / transportation / loading unloading charges etc., shall be payable over and above the contract price. For selected freight intensive products, as notified on GeM, the Seller may quote unit price inclusive of GST with delivery charge(s) (including transportation, loading unloading and local levies) payable extra as defined in the relevant categories. In

respect of items requiring installation and / or commissioning and other services(as indicated in technical details of the item), the charges for the same shall also be included in the offered price on GeM.

Once a Buyer carts a particular quantity of offered Goods / Service, during carting period as notified from time to time on GeM, rates for carted quantity, for that buyer, are frozen for the period as specified on the portal against any upward revision by seller. However, advantage of any downward revision in the offer price of carted item shall be automatically provided to the buyer.

- ii. **Offer price in e-bidding:** Bidder is required to indicate offer price in the price schedule as provided in the bidding document. Complete breakup of price as required must be indicated. However evaluation of the bid shall be on the basis of total all inclusive, landed price at consignee destination (unless otherwise specified in the ATC).
- iii. **Offer price in RA:** Bidder is required to indicate total offer price. Evaluation of the bid shall be on the basis of total all inclusive, landed price at consignee destination (unless otherwise specified in the ATC). Successful bidder shall have to provide complete breakup of the quoted price in the required price bid format before award of contract.

7. Performance Security and Performance:

- i. *There shall be no Performance security / PBG requirement for contracts:*
 - a) *Placed under Direct Purchase / L-1 Purchase Option under Para (i) and (ii) of GFR rule 149;*
 - b) *Placed through Bids / RA with estimated bid value up to Rs 5 Lakh (in case of Goods contracts); and*
 - c) *Placed through Bids / RA with estimated bid value up to Rs 5 Lakh (in case of Services contracts)*
- ii. In case of contracts placed following e-Bidding / RA, Performance Security / Performance Bank Guarantee (PBG) (in format provided on GeM) valid for 2 months beyond the date of completion of all contractual obligations including warrantee obligations, will be obtained from the successful Bidder, for ensuring due performance of the contract. GeM recommends quantum of Performance Security @ 2% of the value of contract. The Buyer also has the option to select Performance Security between 2% to 10%. While finalizing e-Bid / RA, Buyer shall indicate the % of Performance Security required to be submitted by successful bidders. In case of any extension of contract

obligation period, the seller shall be liable to suitably extend the validity of the Performance Security.

Such Performance Bank Guarantee, in prescribed format, from a scheduled commercial bank must be submitted by Seller to the Buyer within 15 days of award of contract on GeM. The payments to the seller shall become due only after receipt of Performance Bank Guarantee by the Buyer and verification of its genuineness.

If the Seller fails or neglects to observe or perform any of his obligations under the contract it shall be lawful for the Buyer to forfeit either in whole or in part, the Performance Security furnished by the Seller.

If the Seller duly performs and completes the contract in all respects the Buyer shall, refund the Performance Security to the Seller within 30 days of completion of all contractual obligations by the Seller.

8. Duties & Taxes:

- i. Offer Prices on GeM shall be on all inclusive basis i.e. including all taxes, duties, local levies / transportation / loading-unloading charges etc. In the case of Bid / RA, complete break-up of the quoted price in the required price bid format shall be furnished by the Bidder, before award of contract.
- ii. Statutory variation in the rate of GST, taking place between the date of award of contract and the original / revised delivery period, shall be to the Buyer's account. For claiming any change in price due to such Statutory variation, the seller shall have to lodge claim before the Buyer providing documentary evidence of change in rate of GST taking place after the date of award of contract and the date of supply within the original / revised delivery period. Buyer shall issue necessary amendment in the contract to enable generation of supplementary invoice or revised invoice as the case may be.
- iii. No increase in price on account of statutory increase in the rate of GST taking place during the period of delivery period extension with liquidated Damages shall be admissible. Nevertheless the Buyer shall be entitled to the benefit of any decrease in price on account of reduction in GST taking place during extended delivery period.
- iv. The Bill Form / On-line invoice shall be generated by the Seller which may inter-alia include the following confirmations from the Seller:

- a. Certified that the Goods and Services Tax (GST) charged on this Bill is not more than what is payable under the provision of the relevant Act or the Rules made there under.
- b. Certified that the goods on which GST has been charged have not been exempted under the GST Act or the rules made there under and the charges on account of GST on these goods are correct under the provisions of that Act or the Rules made there under.
- c. Certified that the Seller is registered with above indicated GSTIN as dealer in the State where in their Billing address is located for the purpose of GST.
- d. The on-line bill form / invoice generated on GeM is not a replacement for the GST invoice. The proper GST invoice as per requirements of GST rules shall be sent by the seller to the buyer / consignee directly along with the Goods / Services as and when deliveries are made to the consignee.
- v. Seller shall comply with all the necessary statutory compliances including but not limited to providing GST invoices or other documentation as per GST Law relating to the supply of Goods or Services, uploading the details of the invoices, payment of taxes, timely filing of valid statutory returns for the tax period in the GST portal. In case the Input Tax Credit of GST is denied or demand is recovered from Buyer on account of any act/ omission of the Seller in this regard, the Seller shall be liable in respect of all claims of tax, penalty and / or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. Buyer shall have the right to recover such amount from any payments due to the Seller or from Performance Security, or any other legal recourse from the said Seller. If any tax is required to be paid by the Seller in pursuance of any demand from tax authorities, on account of Seller's suppression of facts, fraud or wilful misstatement of facts while offering the products or submitting the bids, then the same shall not be passed on to Buyer through debit notes or Invoices or Supplementary Invoices and the seller shall be solely liable for payment of the same.

9. Integrity Pact:

All the Users in GeM i.e. Seller as well as Buyer agree not to indulge in any corrupt practices including without limitation any activity or action to influence the transaction on any aspect of contract and commit to take all measures necessary to prevent corruption maintaining complete transparency and fairness in all

activities related to GeM. Users agree to follow and adhere with the Integrity Pact guidelines provided on GeM Portal.

10. Guarantee And Warrantee:

- i. The Goods/Services supplied under the Contract(s) shall be in accordance with the contract specifications & quality and the Goods shall be brand new and have standard Guarantee/Warrantee for one year period from the date of final acceptance by the consignee unless otherwise specified in category specifications, specific Bid/RA . Seller, at the time of listing their product on GeM portal or offering their products against any Bid / RA, may accordingly provide longer Guarantee/Warrantee period (i.e. more than 1 year) and in such case, Guarantee/Warrantee period stipulation made in category specifications / Bid / RA document, shall prevail over standard Guarantee / Warrantee period of 1 year stipulated in these General Terms and Conditions.
- ii. Notwithstanding the fact that the Buyer or its Quality Assurance Officer may have inspected and/or approved / accepted the said Goods, it is further guaranteed that if during the said guarantee / warrantee period, the Goods be discovered not to conform to the requisite description and quality and/or not giving satisfactory performance or have deteriorated, and the decision of the Buyer in that behalf shall be final and binding on the Seller and the Buyer shall be entitled to call upon the Seller to rectify and/or replace the Goods or such portion thereof as is found to be defective by the Buyer within 7 days. Otherwise, the Seller shall pay to the Buyer such compensations that may arise by reasons of the warranty therein contained. In cases requiring Spares, the Seller guarantees that they will supply Spare Parts, if and when required on agreed basis for an agreed price for a minimum period of three years from the date of expiry of warrantee period (unless otherwise specified in STC / ATC). The agreed basis could be, including but without any limitation, an agreed discount on the published catalogue or an agreed percentage of profit on the landed cost. The aforesaid provisions made specifically for Goods, shall also be applicable for Services to the extent the same are practically possible.

11. Buyer / Consignee's Right Of Rejection (Return Policy):

- i. The Goods delivered shall bear the self certified Manufacturer's/Seller's Warranty/Guaranty. Buyer / Consignee shall have the right to inspect the supplied Goods themselves and/or through their appointed agency at consignee's own cost, at Consignee's site(s) after receipt and accept or reject

on proper justification any consignment of the Goods received within a period of 10 days (unless otherwise specified in STC or ATC) of receipt of consignment of goods. The date of receipt shall be reckoned from the date of receipt of the Goods as notified in the Provisional Receipt Certificate (PRC) which will be issued online by consignee immediately after receipt of Goods.

- ii. In case of Service contract, the Buyer reserves right to reject the same in conformance with the terms and conditions of the agreed Service Level Agreement (SLA). However, such right to reject services offered by the Seller under the contract shall be exercised by the Buyer within 10 days (unless otherwise specified in STC or ATC) of the date of receipt of the Service. The date & time of start and completion of the Service, shall be indicated by the Seller while raising on-line invoice for a specified period of Service as per Service Level Agreement (SLA). The date of such invoice or the date of completion of the service, whichever is later shall be reckoned as date of receipt of the Service.
- iii. On Acceptance / Part Acceptance or Rejection of Goods / Services, Consignee will issue an on line 'Consignee's Receipt cum Acceptance Certificate' (CRAC), which will form the basis of Payments to the Seller.
- iv. No payment shall be made for rejected goods or services. After intimation of the rejection / part rejection by the Buyer/ Consignee, the Seller shall be liable to remove / lift back such rejected Goods within 10 days without any extra charge/cost to the Buyer / Consignee failing which suitable ground rent / warehousing charges would be payable by the Seller to the Buyer /Consignee.If the Seller fails to remove / lift back such rejected Goods within reasonable time period, the Buyer / Consignee shall have the right to dispose off such rejected goods at the risk and cost of the seller.

12. Payment Authority and Payment Terms:

Payments shall be made to the Seller in the manner below:

i. For Goods :

In case of goods, 100% payment will be released within ten (10) days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills unless otherwise specified in STC / ATC.

ii. For Services:

In case of services, 100% payments on the basis of monthly (unless otherwise specified) bills will be paid within ten (10) days of issue of consignee receipt- cum- acceptance certificate (CRAC) and on-line submission of bills unless otherwise specified in STC / ATC.

13. Terms of Delivery:

All the Goods or Services in the GeM shall be offered on Free Delivery at Site basis including loading/unloading. In respect of items requiring installation, commissioning and other services in the scope of supply (as indicated in respective product category specification / STC / ATC), the cost of the same shall also be included in the offer price.

14. Delivery Period

Seller shall indicate the quantity which can be supplied over the specified time period(s). The Seller would offer these details, which would constitute the part of the awarded Contract(s) in the GeM and would make a binding Contract between the Seller & the Buyer. Any modification thereto shall be mutually agreed and incorporated in the Contract. This Delivery Period/Time shall be deemed to be essence of the Contract and delivery must be completed not later than such date(s).

15. Extension of Delivery Period and Liquidated Damages:

Buyer may, on the request of the Seller or otherwise, extend the delivery date suitably subject to the following conditions:

- i. The original Delivery Period may be re-fixed by the Buyer without any Liquidated damages subject to Force Majeure conditions mentioned below and also on the ground/reasons of delay attributable to the Buyer / Consignee.
- ii. For other cases, provided the price trend is not lower, the Delivery Period may be suitably extended for which an amount equal to the Liquidated Damages for the extended period(s) for delay in the supply of the Goods/Services after the expiry of contract delivery period /re-fixed delivery period, shall be recovered from the Seller as mentioned hereinafter for the extended period.No increase in price on any ground after the original/re-fixed delivery date shall be admissible during such extended period(s). Nevertheless the Buyer shall be entitled to the benefit of any decrease in price on account of reduction in GST taking place during extended delivery period.

iii. **Liquidated Damages:** If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever.

iv. **Force Majeure Conditions :**

If at any time during the continuance of the Contract, the performance in whole or in part by either party of any obligation under this Contract shall be prevented or delayed by the reasons of any war, hostility, acts of the public enemy, epidemics, civil commotion, sabotage, fires, floods, explosion, quarantine restrictions, strikes, lockouts or act of God provided notice of happening of such event duly evidenced with documents is given by one party to the other within 10 days from the date of occurrence thereof, neither party shall be by reasons of such event, be entitled to terminate the Contract nor shall either party have any claim for damages against the other in respect of such non-performance or the delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Buyer as to whether the deliveries have been so resumed or not, shall be final and conclusive, Provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding **10 days**, either party may at its option terminate the contract provided also that the Buyer shall be at liberty to take over from the Seller at a price to be fixed by Buyer, which shall be final, all unused, undamaged and accepted material, bought out components and Goods in course of manufacture in the possession of the Seller at the time of such termination or such portion thereof as the Buyer may deem fit excepting such materials, bought out components and Goods as the Seller may with the concurrence of the Buyer elect to retain.

16. DISPUTE RESOLUTION BETWEEN THE BUYER AND THE SELLER / SERVICE PROVIDER

16.1 AMICABLE SETTLEMENT:

- i. The Parties (i.e., the Buyer and the Seller/ Service Provider) undertake that any conflict or dispute that may arise between them shall first be dealt with in the manner stated below, irrespective of any other recourse, which any Party may have in law or in equity.
- ii. In the event of any conflict or dispute arising out of or in connection with the Contract placed through GeM, the Parties shall endeavor to settle such disputes amicably. If a dispute is not resolved within 30 (thirty) days after a written notice of any dispute by one

Party to the other, the same shall then be resolved through the mechanism of a Dispute Resolution Committee. This Dispute Resolution Committee shall comprise of representatives of both the Buyer and the Seller / Service Provider and shall be chaired by the Primary User of the Buyer organization/department or any other person as authorized by the Primary User. If the Dispute Resolution Committee is not able to resolve the matter within 30(thirty) days of its formation, the dispute shall then be referred to Arbitration.

16.2 ARBITRATION:

In the event of any conflict / dispute arising out of or in connection with the Contract placed through GeM, which has not been resolved in accordance with the procedure laid down in Clause 16.1 above, the aggrieved Party may invoke Arbitration by sending a written notice to the other Party. The procedure for appointment of the Arbitral Tribunal shall be as follows.

- i. In cases where the total value of the Contract is less than INR 1,00,00,000/- (Indian Rupees One Crore only) the same shall be referred to a sole arbitrator mutually appointed by both the Parties.
- ii. Where the total value of the Contract exceeds INR 1,00,00,000/- (Indian Rupees One Crore only), the arbitration shall be conducted by a quorum of three arbitrators. Each party shall be entitled to appoint an arbitrator and the two party-appointed arbitrators shall within 30 (thirty) days from their nomination, appoint a third arbitrator i.e., the Presiding Arbitrator.
- iii. In case of failure to appoint the Presiding Arbitrator within a period of 30 (thirty) days from the date of nomination of the two arbitrators by the respective parties, the aggrieved party shall approach the High Court (under whose jurisdiction the principal place of business of the Buyer department/ organization is located) to appoint the Presiding Arbitrator as per the provisions of the Arbitration and Conciliation Act, 1996 (as amended up to date).
- iv. The arbitration shall be conducted in the English language. Arbitration proceedings can also be conducted online, as per the discretion of the Arbitral Tribunal.
- v. The cost of the Arbitration shall be equally borne by both the Parties.
- vi. The award of the arbitrator shall be final and binding on the Parties to the Contract. The arbitration shall be governed by the Arbitration and Conciliation Act, 1996, as amended up to date. The seat of arbitration shall be at the place where the principal place of business of the Buyer department / organization is located.
- vii. The Contract shall be interpreted and governed in all respects in accordance with the laws of India. All disputes in connection with or arising out of the Contract, shall be subject to the exclusive jurisdiction of the Court within the local limits of whose jurisdiction principal place of business of the Buyer department / organization is located.

- 16.3** Both the Parties understand and agree that GeM being an Intermediary cannot be made a party to any dispute in connection with or arising out of the Contract and/or the arbitration proceedings between the Parties

17. Laws Governing the Contract:

- i. The contract shall be governed by the laws of India for the time being in force.
- ii. Irrespective of the place of delivery, the place of performance or the place of payment under the contract, the contract shall be deemed to have been made at the registered address of the Buyer and / or Primary Buyer.
- iii. Jurisdiction of Courts: The courts of the place from where the contract has been made shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.
- iv. GeM SPV would not be a party to any such litigation.
- v. In case any Seller / Service provider makes GeM a party / respondent in any case involving any dispute between Buyer and Seller arising out of a concluded contract or arising out of bidding process initiated / concluded by the Buyer on GeM, it would be obligatory on the part of the Buyer to represent GeM also through their Counsel / Lawyer in the proceedings before the legal authority and ensure timely filing of replies / affidavits etc provided by GeM also through their Counsel / Lawyer before the concerned legal authority during the course of litigation. A standard reply on behalf of GeM, covering following aspects shall be incorporated in all replies / affidavits filed by the Buyer in such cases:

“Government e-Marketplace is a National Public Procurement Portal; an end-to-end online Marketplace for Central and State Government Ministries / Departments, Central & State Public Sector Undertakings (CPSUs & SPSUs), Autonomous institutions and Local bodies, for procurement of common use goods & services. Prima facie, the dispute in the present case appears to be between the Buyer and Seller arising out a contract placed / bid created by the Buyer on Government e-Marketplace. As per Clause 16, Clause 17 and Clause 22 of the General Terms and Conditions of Government e-Marketplace (duly accepted by the Buyer and Seller), GeM is not to be made a party to any dispute between the Buyer and the Seller. As such Government e-Marketplace is liable to be deleted from the array of parties.

In light of the above, we request your goodself to kindly delete Government e-Marketplace from the array of parties.”

18. Limitation of Liability:

Notwithstanding anything contained in this agreement, no party will be liable for any special, incidental or consequential damages arising out of or in connection with this agreement or any breach hereof (including for loss of data or profits, or cost of cover), whether or not such party has been advised of the possibility of such damages, and whether under a theory of contract, tort (including negligence) or otherwise; except for liabilities arising out of any violation, misappropriation or infringement of a party's intellectual property rights, or from a breach by either party

of its obligation. In no event will either party's aggregate liability arising out of or in connection with this agreement or any breach hereof (whether under a theory of contract, tort (including negligence), warranty or otherwise) exceed the Contract Price entered into the Contract between Buyer and Seller.

19. Termination for Default:

If the Seller does not perform its obligations within the Delivery Period/Date mentioned in the Contract, the same would constitute the breach of the Contract and the Buyer shall have the right to Cancel or withdraw the Contract for the unsupplied portion after the expiry of the original or re-fixed delivery date or period stipulated in the Contract. Such cancellation of contract on account of non - performance by the Seller would entitle the Buyer to forfeit the performance security besides other actions such as downgrading the Seller's rating or debarment from the GeM for specified period as decided by GeM on merits.

20. Closure of Transaction:

After satisfactory completion of all the obligations under the Contract and release of payments for the goods / services, the transaction shall be treated as closed.

21. Grounds for Administrative Action

(i) Administrative actions may be taken by GeM against the Buyer or the Seller either suo-moto on the basis of the platform mechanisms identified through analytics or on the basis of a complaint or report made to GeM by any stakeholders or any third party information or upon Court order, inter - alia, for non-adherence to the GeM Website Policies including Terms and Conditions and the Incident Management Policy published on the GeM Website.

(ii) The Seller would be liable for administrative actions such as suspension / debarment / removal from GeM, if they fail to abide by any of the Website Policies including the terms & conditions stipulated in this document and/or on anyone or more of the following grounds:

- (a) Listing the products/services not in the relevant categories and/or listing the same with vague/conflicting product specifications/details and irrelevant product photographs.
- (b) Offering Goods / Services without having proper authorization
- (c) Supplies goods of inferior/ substandard quality
- (d) Supplies or offers to supply refurbished or counterfeit or fake products
- (e) Withdraws or modify or impairs or derogates from the bid in any respect within the period of validity of its bid;
- (f) Seller furnishes inaccurate, false, misleading or forged or fails to furnish any information / documents, within the prescribed time limits, to GeM or to a Buyer, including during e-Bidding/ RA process;
- (g) Fails to furnish requisite performance security / PBG within

- stipulated time required as per e-bid / RA conditions;
- (h) Fails to update GeM about any change in information furnished within the prescribed time limits;
 - (i) Executes services without conforming to requirement given in Service Level Agreement (SLA);
 - (j) Fails to execute an order/ contract or fail to execute it satisfactorily
 - (k) Is declared bankrupt or insolvent;
 - (l) Fails to produce the requisite documents/ information during the course of inspection / assessment at any stage;
 - (m) Performs any activity which is listed as prohibited activities on GeM.
 - (n) On any other ground for which, in the opinion of GeM, the retention of the seller or any of its offered product in GeM is not in Public Interest.
 - (o) The grounds mentioned above are illustrative only. Users are also advised to read the list of prohibited activities published on the website.
- (iii) Notwithstanding anything contained in the GTC, GeM reserves the right to cancel or annul the registration of any Seller or remove any of the Good/Services listed by a Seller on the GeM Website to comply with any provision of the Applicable Laws and / or Court Orders.
 - (iv) GeM may take an administrative action in terms of the GeM Website Policies against a Buyer which may include reporting of any breach or misconduct to the Buyer Primary User and/or to the competent authority and GeM reserves the right to review the rating of such Buyer, and / or block Buyer's account for such time as considered appropriate by GeM.
 - (v) The Seller and the Buyer understands that the grounds for administrative action as provided under the Contract are only indicative and additional grounds may be provided under the GeM Website Policies including the Incident Management policy. The Seller / Buyer warrants to abide by all additional grounds as may be specified by GeM in the GeM Website Policies from time to time.

22. Role of Government E- Marketplace - Gem SPV

Government e-Marketplace – GeM SPV is the owner of the GeM portal which monitors and supervises all the business transactions on the portal. The role and responsibilities of the company are as under:

22.1 To develop, operate and maintain technology driven e-marketplace, through a Managed Service Provider (MSP), to be used by government agencies for procurement of various goods and services in a transparent and efficient manner.

22.2 Overall supervision and monitoring of GeM portal operations, policy management, finalization and implementation of various business processes and work flows in adherence with the applicable law and executive orders

issued from time to time . To provide tools for on-line Bidding, on-line Reverse Auction and Business Analytics Tools on GeM.

- 22.3** To work continuously for improvements in the Business Processes and Work Flows for various activities / functions on GeM based on feedback from various stakeholders to enhance transparency, efficiency, competitiveness, equality, economy in procurement of goods and services by government agencies.
- 22.4** To finalize General Terms and Conditions for sale and purchase of Goods and Services on GeM, Product / Service Specific Special Terms and Conditions, Special Terms and Conditions for Bunching of Goods / Services, Bid Specific Special Conditions, Project Specific Special Conditions etc.
- 22.5** To finalize, upload and approve Technical Specification Frameworks for various item / service categories on GeM and to monitor conformity of offered products to the larger framework so finalized and uploaded.
- 22.6** To decide addition / deletion of any of the offered product(s)/Product category (ies) and their framework of technical parameters on GeM.
- 22.7** To work and co-ordinate with different Organizations/Departments / Agencies for integration of their Databases with the GeM portal on real time basis for the purpose of verification/authentication of data entries made by stakeholders.
- 22.8** To offer and manage Demand Aggregation services for identified categories across buyers with assured reasonability of price, recommending for placement of orders by individual buyers
- 22.9** To co-ordinate with MSP for conducting workshops for the various Stakeholders in capacity building and in change management associated with the implementation of technology enabled procurement process.
- 22.10** To monitor MSP that the Buyers, Sellers and Service Providers are being assisted properly by them to onboard their goods and services on the GeM platform.
- 22.11** To identify and offer services of 3rd parties for Vendor Assessment relating to technical, financial capacity, past experience of sellers including manufacturing / testing facilities / quality control arrangement(s) of manufacturing premises and/or any of the premises related to manufacturing process of products / services offered by the seller / service provider on GeM.

- 22.12** To identify and offer services of 3rd parties for testing and certifying the quality of the product offered/ supplied, through documents, test reports/ certificates, testing at any independent lab or through inspection/testing by its authorized representative/s at firm's premises or at user's premises, that buyer choose to use.
- 22.13** Overall monitoring and management of Call Centre/Help desk operations being provided by the MSP.
- 22.14** Removal / debarring the Sellers/Buyers and Goods / services in GeM.
- 22.15** Management of complaints and their redressal mechanism in GeM (not disputes related to concluded contracts).
- 22.16** To identify, integrate and manage MoUs with verifying, certifying and validating entities across government(s) and also professional agencies to reinforce the online paperless, contactless and cashless system on GeM.
- 22.17** To issue Notices, Circulars, News, Flashes, Updates etc in GeM
- 22.18** Reporting and MIS mechanism in GeM
- 22.19** Any other related activities in the GeM
- 22.20** In exceptional circumstances, for ensuring propriety of procurement processes or to obviate possible misuse of GeM functionalities, GeM SPV as GeM Admin may keep any Bidding / RA process on hold for some time as considered appropriate.
- 22.21** To take approved User Charges from Buyers and Sellers for the various transactions on the GeM portal as decided and notified on the GeM portal.

23. Miscellaneous Provisions

- 23.1 Assignment:** Users understand and agree that the GTC, STC and ATC provisions, rights and obligations granted by GeM are non- transferrable or assignable by the User to any third party, without the prior written consent of GeM. If same is permitted by GeM, all the conditions, rights and obligations of the GTC or any on-going STC/ATC shall also be binding upon such third party assignee besides the User.
- 23.2 Indemnification:** The Seller shall at all time indemnify Buyer against all suits and claims which may be made in respect of the goods/services for infringement of any right protected by patent, registration of designs or trade mark. Provided always that in the event of any claim and suit in respect of alleged breach of patent, registered designs or trade-mark being

made against the Buyer, the Buyer shall notify the Seller/ Service Provider of the same who shall at its own expense either settle any such dispute or conduct and litigation that may arise there from.

Buyers and Sellers agree to indemnify, defend and hold harmless GeM, its officials, Managed Service Provider (herein after individually and collectively referred to as "indemnified parties") from and against any and all losses, liabilities, claims, suits, proceedings, penalties, interests, damages, demands, costs and expenses (including legal and other statutory fees and disbursements in connection therewith and interest chargeable thereon) asserted against or incurred by the indemnified parties that arise out of, result from, or in connection with

23.2.1 Breach of the contract(s); or

23.2.2 Any claims made by any third party due to, or arising out of, or in connection with, use of the Website; or

23.2.3 Any claim made by any third party regarding content/ information or materials provided by Seller cause any damage to a third party; or arising out of, or in connection with, use of the Website.

23.2.4 Violation of any intellectual property rights or any other rights.

Once GeM notifies the Buyer/ Seller of such claims, they shall defend and indemnify GeM for the same. Further, in no case they shall compromise or settle any claim or admit any liability on the part of GeM without the express or prior written consent of GeM which can be withheld or denied or modified by GeM in its sole discretion or as per the Applicable Laws.

23.3 Severability: If due to any change in Applicable laws, certain part of the GTC or any applicable STC or any provisions of the GeM policies or portions thereof, becomes unenforceable, the remaining provisions shall continue in full force and effect so as to give effect to the intent of the parties.

23.4 Website Terms and Policies Updation: Buyers and Sellers are advised to check the website terms and conditions as well as policies such as Privacy Policy and the Website Disclaimer at all times, as GeM may update the Website and such terms from time to time.

23.5 List of Prohibitive Activities (Suggestive And Non-Exhaustive):

LIST OF PROHIBITIVE ACTIVITIES: The following is an indicative list of prohibitive activities which the Buyers and the Sellers registered on GeM platform shall not perform on the GeM platform. A breach of any of the prohibited activities shall give the right to GeM under the Applicable Laws or in terms of these GTC or the GeM Website Policies to take administrative action which may include partial or permanent disabling of account on GeM Website, debarment etc. Additionally, GeM may remove any non-compliant information and reserves the right to preserve and share with the appropriate authority such information and associated records for investigation purposes. The Buyer and the Seller understand that this list is only indicative and additional activities may be prohibited under the GeM Website Policies. The Buyers and the Sellers shall undertake to provide their full support that may be required by GeM for removal and disabling of the non compliant information. The prohibited activities include:

- (i) Indulging in cyber crime or other criminal activities which can become a threat to GeM, GeM Website, to the Government of India or to any State Government or Government Agency.
- (ii) Advertising, exhibiting, representing, publishing, pronouncing, listing, delivering, offering to sell or selling any kind of Goods/Services which can cause any kind of infringement or disparagement of intellectual property rights.
- (iii) Selling refurbished, counterfeit and/or fake Goods / Services under a brand or misusing others brand name.
- (iv) Offering to sell or selling above the MRP any Goods or misrepresenting the MRP.
- (v) Delivering some other Goods or Services instead of the Goods or Services Contracted for or delivering empty parcels or used Goods in breach of the terms of the Contract.
- (vi) Offering to sell or selling freebies which are 'Not for sale' Goods.
- (vii) Listing of the Goods on GeM Website without authorization to sell Goods manufactured by the OEM in open market or without proper authorisation, if any required, for providing the Service.
- (viii) Listing of the Goods or Services is done on GeM Website without guarantee/warranty or without a genuine guarantee/warranty.

- (ix) Listing of the Goods or Services in irrelevant or inappropriate categories or with vague or conflicting specifications or description (including descriptive or pictorial description).
- (x) The Buyer /Seller registering on GeM and/or offering or buying the Goods and/or Services and/or participating in e-bidding/reverse auction on GeM, without the requisite authorization to enter into contract on behalf of the concerned legal entity. Failing which such individual(s) shall be individually liable for its actions and also for any liability arising out of such actions.
- (xi) If any Seller has been debarred from GeM then such Seller or their authorized sellers shall also not be permitted to register and offer/sell their products on GeM and / or participate in Bids / RA on GeM.
- (xii) Using GeM prices for making procurement outside GeM Portal.
- (xiii) Splitting of demands by creating multiple Bids/RAs of same goods / services or making repeated procurements of same goods/services through Direct Purchase / L-1 buying as per rule 149(i) and 9(ii) of GFR- 2017.
- (xiv) Uploading goods / services containing information that —
 - (a) belongs to another person and to which the user does not have any right to;
 - (b) is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;
 - (c) harm minors in any way;
 - (d) infringes any patent, trademark, copyright or other proprietary rights;
 - (e) violates any law for the time being in force;
 - (f) deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
 - (g) impersonate another person;

- (h) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;
- (xv) threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation.
- (xvi) Achieving or trying to achieve illegal access to features on GeM Website not specifically authorised or exceeding the scope of authorized access to or other features of the GeM Website;
- (xvii) Obstructing or causing GeM to lose (in whole or in part) the services provided by any internet service provider ("ISPs") or carrying out any cyber security incident;
- (xviii) Sending unsolicited emails, bulk messaging, auto messaging, junk email, spam and like.

24. Incident management Policy on GeM: GeM is a trust based system and self-declaration is the key, along with a strong automated process to penalize any deviant behaviour on part of Sellers / Buyers. For this purpose, deviations from the terms and conditions of procurement on GeM, including general terms and conditions, special and additional terms and conditions and any other relevant Government rules and guidelines, are termed as “deviation”. A deviation can occur while listing the products on GeM, at pre-contract stage, during bidding or at post contract stage on GeM. The mechanism for reporting and initiating action on such deviation has been detailed in the Incident Management Policy available on GeM portal under Resources. All stake holders of GeM shall be bound by the actions as detailed in the Incident Management Policy.

All administrative actions under this Incident management Policy, taken by GeM against any of the stakeholders shall not cause any limitation on the legal and/or contractual remedies including any financial recoveries, available to Buyers/Sellers under the Terms and Conditions of contract and/or GeM policies. In case the Buyer / Seller choose to pursue any of these remedies, GeM shall not be made party to such proceedings / remedial actions taken by Buyer/Seller under the contractual provisions.

25. Use of Aadhaar Number in GeM: Purpose of the Aadhaar authentication in GeM is to identify the user using eKYC. GeM has provisioned the option for Sellers and Buyers to provide virtual Aadhaar ID instead Aadhaar number. GeM receives First Name, Last Name, Mobile Number, Email ID, DOB and Gender details. It is used to link the mobile number with the user who is registering on GeM; on which subsequently OTP is sent for

achieving the property of non-repudiation in different artefacts / documents generated on GeM. GeM has provisioned an alternative Identity Information option through PAN based verification to Sellers.

26. Compliance of Restrictions under Rule 144 (xi) of GFR 2017: Restrictions on procurement from a bidder of a country which shares a land border with India

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (Seller / Service Provider) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 - a. An entity incorporated, established, or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established, or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established, or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The beneficial owner for the purpose of (iii) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation—
 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or

shareholders agreements or voting agreements;

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of
or
entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Any false declaration and non-compliance of the above would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

Clause 27: Caution Money Deposit:

(i) All sellers on GeM are required to deposit a one-time amount as under as caution money:

- a) Seller Turnover less than 1 Crore: Rs 5,000/-
- b) Seller Turn over > 1 Crore but < 10 Crore: Rs 10,000/-
- c) Seller Turn over > 10 Crore: Rs 25,000/-

(ii) The above caution money shall remain at the disposal of GeM SPV. This can be forfeited in part or in full (as per approval of CEO (GeM)) in following circumstances:

- a) Seller rejects or does not accept any Direct Purchase / L-1 Purchase order within defined

timelines leading to order auto cancellation.

b) Failure of the seller in executing any GeM contract or if the Seller fails or neglects to observe or perform any of his obligations under the contract (applicable only in respect of contracts that did not have provision of Performance Security / PBG).

c) Withdraws any bid submitted on GeM within the period of validity of the bid.

d) Fails to furnish requisite performance security / PBG as per GeM e-bid / RA conditions.

(iii) In case the Caution Money of any seller is forfeited in full or part and his caution money deposit goes below the threshold indicated in para 1 above, the seller account shall be put on hold till the seller re-coups the caution Money account to required value. Seller's stock will become zero for all categories and seller will not be allowed to update anything till the caution money is topped up to minimum required amount.

(iv) Forfeiture of caution money as per above shall be over and above any other actions taken against such sellers as per GeM Incident Management Policy and shall be without any prejudice to the rights and remedies available to GeM and / or Buyer as per provisions of the relevant contracts.

Clause 28: CMS 3.0 and OEM - Reseller responsibility matrix:

GeM has implemented enhanced Catalogue Management System (CMS 3.0) on GeM Portal. The Primary Objective of CMS 3.0 is to offer higher level of ownership & accountability to OEMs & its approved Resellers while maintaining Efficiency, Transparency & Inclusiveness of GeM. Complete and detailed Obligations and Privileges matrix of the different stakeholders in different quadrants is given in CMS document available on GeM Portal and OEMs and Resellers are bound to operate on GeM in compliance with the CMS document as updated from time to time.

1) CMS Quadrant 1 (CMS Q1): Product offers in categories under Q1 will be solely offered by GeM validated OEMs. OEM shall be exclusively responsible for maintaining currency and sanity of catalogue and its offer in the Market Place. OEM shall be absolutely and exclusively responsible and be legally liable for sanity and quality of offers including Warranty and After Sales Service obligations.

2) CMS Quadrant 2 (CMS Q2): OEMs as well as pre-Authorized Resellers can offer products in Q2. OEMs shall operate Market Place subject to providing its complete list of Open market authorized sellers along with formal commitment to list and maintain all appropriate and current Product Catalogue for pairing by its Resellers. OEM shall be absolutely and exclusively responsible and be legally liable for sanity and quality of catalogues including Warranty and After Sales Service obligations. Authorize Resellers shall be responsible for Pairing their offer with the already existing Product Catalogue created by the OEM. However, resellers can Update their Offer Price, Stock and Delivery Locations solely at their own discretion and shall be solely responsible for the same.

3) CMS Quadrant 3 (CMS Q3): Catalogue creation in categories under Q3 can be from OEMs and/or their Authorized Resellers concurrently. In case OEM has not created Product Catalogue, Authorized Resellers of OEMs are also permitted to do the same. However, OEM (when registered on GeM and taken OEM Dashboard) shall be responsible for Validating & verifying the Catalogue uploaded by Reseller, Maintaining the Catalogue by adding/updating the Specifications, MRP etc. specific to catalogue. OEM shall also assume all responsibility and legal liability for sanity and quality of offers including Warranty and After Sales Service obligations. However, resellers can Update their Offer Price, Stock and Delivery Locations solely at their own discretion and shall be solely responsible for the same.

4) CMS Quadrant 4 (CMS Q4): Catalogue creation in categories under Q4 can be done by OEMs as well as by any Reseller also. However, OEM (when registered on GeM and taken OEM Dashboard) shall be responsible for Validating & verifying the Catalogue uploaded by Reseller, Maintaining the Catalogue by adding/updating the Specifications, MRP etc. specific to catalogue. However, there is no requirement of any endorsement or authorization of the reseller by the OEM. Resellers can Update their Offer Price, Stock and Delivery Locations solely at their own discretion and shall be solely responsible for the same. Reseller will also be responsible for providing Replacement Warranty in case of Q4 products and Buyer shall not be required to take up with OEM for any warranty claims.

5) CMS (Special Category) : The Special Category is a specialized segment outside the four quadrants for select few categories that require a customized behavior such as Self-Help Groups (SHG) categories.

In Q3 and Q4, in case of re-sellers, if the reseller has not been approved as an authorized re-seller by the OEM on GeM, the re-seller is required to give an undertaking as under while uploading the product, while accepting any order and while participating in any bid:

“I hereby undertake that I have made arrangements for getting the stores from authorized distributor / dealer / channel partner of the OEM of the offered product. At the time of delivery of goods, I will provide necessary chain documents to prove that the supplied goods are genuine and are being sourced from authorized distributor / dealer / channel partner of the OEM. In case of any complaint from the Buyer / Consignee about genuineness of the supplied products, I shall be responsible for providing genuine replacement supplies.”

By uploading any product on GeM or accepting any order on GeM or by participating in any bid on GeM, the re-seller is deemed to have given above undertaking and is liable for compliance of the same.

Further in view of the on-line verification of Seller credentials by the OEM on GeM platform, there is no need for Buyer to ask for or insist on furnishing of OEM authorization in bids in respect of "OEM verified Catalogue" offered by "OEM Verified Reseller". OEM authorization is also not required to be sought and checked by Buyers in case of bids for products in Q1 or Q2.

Clause 29: One Bid per Bidder

A Bidder shall submit only one bid in a particular bidding process (unless otherwise allowed in the bid STC / ATC conditions). In case of a holding company having more than one independent manufacturing units or more than one unit having common business ownership / management, only one unit should quote. Similar restrictions shall apply to closely related sister companies. Bidder's sister/ Associated/ Allied concern(s) participating or applying against the same tender, shall lead to disqualification of Bidders. Sister/ Associated/ Allied concern means a company, society, partnership firm or proprietorship firm having one or more common persons as Director/ Partner/ Member/ Owner. A Bidder who submits more than one bid will cause all the proposals submitted in the particular bid to be disqualified. In relation to the above, a person will include firm(s) of Proprietorship / Partnership Firm / Limited Liability Partnership / Private Limited / Limited company / Society registered under Society's Act / Statutory Bodies / any other legal entity, as the case maybe, & will be deemed to have submitted multiple bids in a particular bid if a person bids in any of the two formats given below:

- a) individual or proprietorship format and/or
- b) a partnership or association of persons format and/or
- c) a company format

Whereby,

- A company shall for this purpose include any artificial person whether constituted under the Indian laws or of any other country.
- A person shall be deemed to have bid in a partnership format or in association of persons format if he is a partner of the firm which has submitted the bid or is a member of any association of persons which has submitted a bid.
- A person shall be deemed to have bid in a company format if the person holds:
 - a) more than 10% (ten percent) of the voting share capital of the company which has submitted a bid, or
 - b) is a director and / or Key Managerial Personnel of the company which has submitted a bid, or
 - c) holds more than 10% (ten percent) of voting share capital in and/or is a director and / or Key Managerial Personnel of a holding company of that company which has submitted the bid.

By making a bid pursuant to the Tender Documents, the bidder / tenderer shall be deemed to have declared that the bidder / tenderer has not made any other bid or multiple bids as understood or deemed in terms of this clause.

All the bids of a bidder who has submitted multiple bids, as per the clause, shall be rejected and Earnest Money Deposit for all such bids shall be forfeited, not by way of penalty or liquidated damages but by way of reimbursement of the pre-estimated costs likely to be incurred by the buyer towards bidding process and in the scrutiny & evaluation of bids.

In addition to the above, bidders found to be in contravention to the said clause will be liable for administrative actions.

***** END OF DOCUMENT *****