

RFP No.: BM (P)/ADMIN/GH/ENQ/26-27/05

Date: 22/05/2026

To,  
M/s. Supplier Name  
Supplier Address  
PIN code

**REQUEST FOR SUBMISSION OF TECHNO-COMMERCIAL & PRICE BID FOR OPERATION AND MAINTENANCE SERVICES FOR OFFICERS & NGO TRANSIT FACILITY AT BAPL, PILANI, RAJASTHAN FOR A PERIOD OF ONE YEAR**

Dear Sir/ Madam,

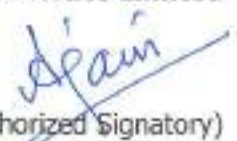
1. BrahMos Aerospace Private Limited, hereinafter referred to as **Buyer**, intends to undertake **Operation and Maintenance Services for Officers Guest House & NGO Transit Facility for One year at BrahMos Aerospace, Pilani, Rajasthan** and seek participation from prospective Bidders subject to requirements of succeeding paragraphs.
2. This RFP is divided into 7 Parts as follows:

PART I	:	General Information & Instructions for the Bidders
PART II	:	Scope of Work
PART III	:	Evaluation Criteria of Bids
PART IV	:	Special Terms & Conditions of RFP
PART V	:	Standard Terms & Conditions of RFP
PART VI	:	Format for Price Bids
PART VII	:	Compliance Statement
3. This RFP is neither an agreement and nor an offer by Buyer to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in submitting their proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by Buyer in relation to the Service. This RFP document and any assumptions, assessments and statements made herein do not purport to contain all the information that each Bidder may require. The Bidder shall bear all its costs associated with or relating to the preparation and submission of proposal pursuant to this RFP. Wherever necessary, Buyer reserves the right to amend or supplement the information, assessment or assumptions contained in this RFP. Buyer reserves the right to withdraw the RFP or foreclose the procurement case at any stage. The issuance of this RFP does not imply that Buyer is bound to shortlist a Bidder for the Service. Buyer also reserves the right to disqualify any Bidder should it be so necessary at any stage on grounds of National Security.
4. The receipt of the RFP may please be acknowledged.

Thanking you,



**FOR BrahMos Aerospace Private Limited**

  
(Authorized Signatory)

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**PART-I: GENERAL INFORMATION AND INSTRUCTIONS FOR THE BIDDERS**

1. The salient aspects and timelines of the acquisition are tabulated below. In case of any variation in the details furnished below or in any Annexures(s) with that mentioned in the RFP, information furnished in the main body of the RFP at referred Paragraph is to be followed.

- (a) The address and contact numbers for sending Bids is given below:

Bids to be addressed to:	<b>Additional General Manager (P)</b> <b>Mobile-9871393191</b>
Postal address for sending the Bids:	<b>BrahMos Aerospace Pvt Ltd.</b> <b>DRDO, PJ-10 Complex,</b> <b>Post Dulania, Pilani,</b> <b>Rajasthan – 333 031</b>
Contact Nos. & E-mail:	<a href="mailto:bapipilani@brahmos.com">bapipilani@brahmos.com</a> Mobile-9871393191 Landline-01596-256202

- (b) **LAST DATE AND TIME FOR DEPOSITING THE BIDS:** The sealed Bids under *Two-Bid system (separately sealed Techno-Commercial Bid & Price Bid)* should reach at the above given address through post/in person latest by **05.06.2026, 17.00PM**. If any of the bids is found in unsealed condition, the Vendor will be disqualified right away without further evaluation of the bids. The responsibility to ensure this lies with the Bidder. **Early submission of the Bids is acceptable to the Buyer. E-mail quotes shall not be entertained and will be rejected.**
- (c) **FORWARDING OF BIDS:** Bids shall be forwarded by the Bidder under their original memo/letter pad inter alia furnishing details like GST number, Bank address with EFT Account, if applicable, etc. and complete postal & e-mail address of their office. The Techno-Commercial and the Price Bids should be put in two separate envelopes and then be put in a single envelope with the '**Bidder Details, RFP No., Last Submission Date**' pasted on top.
- (d) **PRE-BID CLARIFICATION:**
- Prior to preparation of Techno-Commercial Bid, clarifications regarding Technical terms & conditions be obtained from **Mr. Abhishek Jain, Additional General Manager (P), 01596-256-202, Mobile- 9871393191.**
  - Un-willingness of the Bidder to participate in Bid may be communicated to
  - Mr. Abhishek Jain, Additional General Manager (P), 01596-256-202, Mobile-9871393191** within three working days of receipt of RFP.
- (e) **CLARIFICATION REGARDING CONTENTS OF THE BIDS:** During evaluation and comparison of Bids, the Buyer may, at its discretion, ask the Bidder for clarification of his Bids. The request for clarification will be given in writing and no change in prices or substance of the Bids will be sought, offered or permitted. No post-Bid clarification on the initiative of the Bidder will be entertained.
- (f) **CONDITIONS UNDER WHICH THIS RFP IS ISSUED:** This RFP is being issued with no financial commitment. The Buyer reserves the right to withdraw the RFP and change or vary any part thereof or foreclose the procurement case at any stage. The Buyer also reserves the right to disqualify the Bidder, should it be so necessary at any stage.
- (g) **VALIDITY OF BIDS:** The Bids should remain valid for 180 days from the last date of submission of the Bids.

**PART-II: SCOPE OF WORK**

- The vendor shall undertake following tasks under **Operation and Maintenance Service for Officers Guest House & NGO Transit Facility at Pilani, Jhunjhunu, Rajasthan** of the company premises by deploying Supervisor, Cooks, Canteen Attendant, Waiters, Masalachi & Safaiwals. For all purposes in the present contract, Company premises will include all area commencing from the Guest House officer mess, NGO Transit Facility, Plant Head – Bungalow, Admin Building Canteen & Mechanical Building, inwards towards the Company. The vendor shall ensure their presence and availability to work in the Company premises at predetermined timings. The manpower deployed for Provision of Management Services for officers Guest House and NGO Transit facility shall be changeable at all times. The vendor shall ensure availability of at least one supervisor who will be present at all time when vendor's people are working on the site. The supervisor will take necessary administrative instructions on daily basis and as and when required from a nominated official of the Company on all working days. The vendor shall provide a list of all such persons whom he intends employing and as far as possible, no change will be made in this list. In any case, no new person shall be allowed to enter the company premises without written approval of the Buyer after the signing of contract.

- Deployment Of Staff: No. of projected personnel requirement against each Head is as follows:

SL No	Type	Nos	Age Limit	Experience
1	Supervisor	01	18 to 52 Years	Minimum 2 years'
2	Cooks	04	(max age limit is	Experience of
3	Canteen Attendant	02	55 years in	similar nature of
4	Waiters	05	exceptional	strategic works.
5	Masalchi	02	cases)	
6	Safaiwals	08		

- Floors of all rooms to be cleaned daily with detergent / chemicals. Anti-mosquito fly spray to be done whenever required. Bath rooms to be cleaned daily and mopped with phenyl. WCs and washbasins to be cleaned thoroughly with cleaning agents, etc and "Odonil" to be provided. Sweeping of and removal of cob webs if any once a week inside Guest House officer mess and NGO. Removal of garbage and other unwanted materials regularly from garbage bins provided at suitable locations in the complex and transportation of the same for final disposal either by incineration or dumping and leveling in the low lying areas earmarked and all as directed.
- Cleaning terraces and rain water pipes periodically of the building located in the complex. Wherever the conservancy / maintenance services have to be provided inside the building, the work will include dusting of furniture, walls, fans and other fittings and fixture all complete once a day. Regular maintenance and cleaning of the transit facility and premises. Bed Room linen and bathroom towels to be changed whenever the rooms are in use. The kitchen to be kept spick and span. The utensils, crockery, cutlery, refrigerator and other kitchen gadgets to kept clean and arranged properly. The furniture, fan light fittings etc to be kept clean and in working order.
- In case exigencies of Services, the contractor's personnel may be required at times even on holidays and Sundays for which advance notice of 24 hours will be issued to the contractor by a nominated official of the Company / Admin office incharge. However compensatory off to such employees will be given with the concurrence of Plant Head - Pilani.
- If the work is found unsatisfactory and below expected standards in a particular area or areas. Buyer will have the right to get the same done through another agency. The charges on account of this shall be deducted from Contractor's Bill. Decision of the BrahMos - Plant Head Pilani shall be final in this regard.



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7. The Vendor should get verified the personal details of its employees by the Local Police. Entry will be permitted only on submission of current Police Verification not older than one month.
8. The vendor shall not allow or permit the employees to participate in any trade union activities or agitation in the premises of BrahMos Complex - Pilani.
9. All personnel and their bag and baggage connected with the contract shall be liable for physical check both at the time of entry and exit of the campus.
10. Any damages or theft caused by the vendor employees shall be borne by the vendor.
11. The company will not be responsible for any injury or loss of life of any of the vendor's personnel that may take place while on duties. Any compensation or the expenditure towards treatment for such injury or loss of life shall be the sole responsibility of the vendor.
12. Frequent change of personnel should be discouraged and in unavoidable circumstances it should be done in consultation with nominated officer of the company.
13. The Vendor shall obtain required licenses, if any required under the contract labor rules before commencement of the work and continue to hold it till completion of the contract period.
14. The Vendor shall also maintain necessary documents such as Company's PAN, IT Clearance certificate, Provident Fund Registration No., GST Registration No. It should also keep records of security clearances, PF records, PAN Nos, Address Proofs and Aadhar Nos, Bank Account Nos. of all Employees. Proper attendance records, which can be subjected to checks/scrutiny through BRAHMOS rep from time to time.
15. The Vendor shall comply with the provisions of the payment of Wages Act 1936, Minimum Wages Act 1948, Employment Liability Act 1938, Workmen Compensation Act 1923 and the Contract Labor (R & A) Act of 1970, EPF, ESI etc., or the modifications thereof and other laws relating thereto and the rules made there under from time to time.
16. The Vendor shall maintain complaint's register and take immediate action on any complaint so registered. Such complaints will immediately be brought to the notice of officer of the company.
17. The Vendor stands responsible for any damage and loss which may accrue to the equipment which has been taken on charge.
18. Employees will be provided a good pair of uniform, Shoes & Seasonable dress by vendor.
19. The Attendance will be duly verified by the nominated BAPL, Pilani rep and will be attached with the bills. In case of absence or shortfall of the manpower, the appropriate recovery will be made from the current bill for the absent period.
20. The monthly wages of the contingent deployed by the Firm will be revised as per the Central Government norms as decided by the Labour Commissioner including variable dearness allowance as declared from time to time.



**PART-III: EVALUATION CRITERIA OF BIDS**

1. The Bidder is required to submit detailed Techno-Commercial Bid containing all Terms & Conditions as enumerated at Part II, Part III, Part IV, Part V, Part VI and Part VII of this RFP and give confirmation of their acceptance of all Terms & Conditions which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e., Seller in the Contract) as selected by the Buyer. The deviations, if any, may be clearly indicated in the Techno-Commercial Bid along with the Compliance Statement in the format enclosed at Part-VII. Failure to do so may result in rejection of Bid submitted by the Bidder.
2. Only those Bids will be evaluated, which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially. The bidder, whose price is arrived as lowest as per Evaluation criteria given in this Appendix, will be declared as L-1 bidder by Buyer.
3. The Techno-Commercial Bid forwarded by the Bidders will be evaluated by a Techno-Commercial Evaluation Committee (TCEC) to confirm that the proposal being offered meets the requirement. The TCEC will examine the extent of variations/differences, if any, in the technical characteristics of the items offered by Bidder. The Bidder, if required, may also be called for the TCEC meeting for clarification on the Techno-Commercial Bid submitted by them.

The bidders qualifying the initial criteria as set out will be evaluated for following criteria on the basis of details furnished by them.

(a)	Financial strength (Form "I" & "II")
(b)	Experience in similar nature of work during last three/four years ( Form "III")
(c)	Performance on works (Form "IV")
(d)	Personnel Establishment and man power (Form "V" & "VI")
(e)	Plant & Equipment (Form "VII")
(f)	Submission of proper documentation of firm as per technical bid requirement.
(g)	Work plan/methodology (as per presentation)

4. Vendors should have similar set of experience in **at least 2 (two) firms to qualify for shortlisting**. BAPL, however, reserves the right to restrict the list of such qualified vendors to any number deemed suitable by it. Even though any bidder may satisfy the above requirements, he would be liable to disqualification if he has:

(a) Made misleading or false representation or deliberately suppressed the information in the forms, statements & enclosures required in the eligibility criteria document.

(b) Record of poor performance such as abandoning work, not properly completing the contract or financial failures/weaknesses etc.

(c) Form "I to VII" is attached with this RFP. If any of the forms is not submitted along with the techno commercial bid, the Vendor will be deemed disqualified in techno commercial evaluation.

(d) PAN, IT Clearance certificate, Provident Fund Registration No., GST Registration No., etc. must be attached. In the absence of the said documents, bidder/tenderer may not be awarded the work tendered for in the light of Central Govt. directives/instructions.



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**5. EVALUATION OF PRICE BID:**

- (a) The Price Bids of only those Bidders will be opened and evaluated, whose technical bids have been cleared by TCEC. The unopened Price Bids of unqualified bidders will be returned back to the Bidders by the Buyer on request by the Bidders. The Price Bids will be evaluated on the basis of complete scope and not individual line-item wise basis.
- (b) The Price Bid must strictly adhere to the format attached at PART VI of this RFP. Any deviation will not be entertained and will be straightforwardly rejected.
- (c) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.
- (d) If there is a discrepancy between words and figures, the amount mentioned in words shall prevail.

**6. PROCEDURE FOR COST COMPARISON:** The basis for comparison of cost in different situations would be as follows:

- (a) The financial bids of the qualified bidders will be compared on the basis of price quoted in the price bid format of the RFP/Bid document.
- (b) If the competition is only among Indian bidders, the financial comparison should be considered on the basis of FOR destination prices excluding statutory levies, taxes and duties payable on final product.



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## **PART-IV: SPECIAL TERMS & CONDITIONS OF RFP**

The Bidder is required to give confirmation of their acceptance of Special Terms and Conditions of the RFP mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder as selected by the Buyer. Failure to do so may result in rejection of Bid submitted by the Bidder.

1. The Bidder shall have minimum 3 years work experience of providing similar nature of services to Central/State Govt. agencies/Private Companies including Defence PSU/DRDO/BrahMos Aerospace. Copies of relevant contracts/work order/work experiences certificate to be provided along with technical bid.
2. The average annual turnover of the bidder in the last three financial years ending **31/03/2026** should be not less than **Rs. 01 (One) crore**. The bidder should submit a certificate issued by Chartered Accountant verifying the annual turnover. Audited balance sheet of firm for last three years to be provided with technical bid.

### **3. General Conditions:**

i) The work shall be carried out in the manner complying in all respects with the requirements of relevant bye-laws of the local body under the jurisdiction of which the work is to be executed or as directed by the In-charge & nothing extra shall be paid on this account.

ii) The vendor shall comply with proper & legal orders & direction of the local or public authority or municipality and abide by their rules & regulations & pay all fees & charges which may be liable.

iii) The vendor shall give due notice to municipality, police and/or other authorities that may be required under the law/rules under force & obtain all requisites licenses for temporary obstructions/enclosures and pay all charges which may be levied on account of his execution of the work under the agreement. Nothing extra shall be paid on this account.

iv) No assistance of any kind including foreign exchange shall be made available by the company for the purchase of equipment/items of any kind required to be carried out in execution of work. Payment will be made in Indian currency only.

v) The vendor shall execute his work in such a manner that no damage is made to the existing structure, if any damage occurred it shall be made good by the vendor.

vi) The vendor shall conduct his work so as not to interfere with or hinder the progress or completion of the work being performed by other vendor(s) or by the Office.

vii) Vendor shall as far as possible arrange his work and shall place & dispose of the material being used or removed so as not to interfere with the operations of other vendors, or he shall arrange his work with that of the others in an acceptable & co-ordinate manner & shall perform it in proper sequence to the complete satisfaction of Office charge.

viii) Contractor shall be responsible for usage of any material during execution of the Operation and Maintenance Service for Officer Guest House & NGO Transit Facility against pilferage and breakage during the period of execution.

ix) Quality of services is very important at BAPL PILANI. The contractor shall ensure quality work in planned and time bound manner. Any sub-standard material/work beyond set out tolerance limits shall be summarily rejected by BAPL Pilani.

x) BAPL Pilani shall not be responsible for any loss of material by the vendor at site.

xi) After execution of work vendor shall store the Material & equipment in proper organized manner so as not to give any ill appearance to the BAPL premises.

## 4. Special Conditions:

- i) The tenderer shall study carefully the terms & conditions and work requirements presented in the tender documents to fully appreciate the scope of work before quoting his rates.
- ii) The Vendor should provide satisfactory evidence acceptable to the BAPL PILANI to show that
  - a) It is a reputed firm / vendor who regularly under takes the similar class of works to the subject tender and has adequate technical knowledge and experience.
  - b) It has an established proper supervisory control organization to ensure that there is adequate control at all stages of execution of the contract.
- iii) BAPL PILANI is a sensitive defence organisation. The successful tenderer has to follow certain security and safety rules in his day-to-day work.
- iv) The vendor shall work in close coordination with officials working in various departments, including staff etc. and modify working area if required as per user's convenience. No complaints whatsoever on this account shall be entertained.
- v) The information & site data mentioned in the tender documents are being furnished for general information & guidance only. The Office In- charge in no case shall be held responsible for the accuracy thereof or any interpretations or conclusion drawn there from. Contractor is expected to survey the site physically and access the site area and condition. The contractor shall verify such data to his entire satisfaction before quoting the rates.
- vi) The contractor shall appoint & depute if required, exclusively for this work one Supervisor & one manager with mobile phone who shall coordinate with the concerned authorities as & when needed.
- vii) The tenderer should provide sufficient number of staff required for completion of the required scope of work. The staff in uniforms as approved by Office in- charge only shall be allowed for duty. The workers shall be supplied with sufficient sets of uniforms by the vendor so that they wear them at all time and keep them clean. The uniform provided to the workers should be different and distinguish from other categories of the BAPL staff with name plate & badges.
- viii) The vendor shall take at his own cost, if required, necessary insurance cover in respect of staff and other personnel to be employed or engaged by him in connection with the afore mentioned services to be rendered to BAPL PILANI and shall comply with all relevant labour laws as applicable to the area as existing or as may be mentioned during the contract period and shall indemnify BAPL PILANI against all acts of omissions, fault, breaches and or any claim or demand, loss injury and expenses to which BAPL PILANI may be party or involved as a result of the vendor's failure to comply and of the obligation under the relevant act law which the vendor is to follow.
- ix) The agency shall have to maintain the various registers for deployment of staff, working hours, etc. which has to be duly signed by the contractor and the officer-in charge. On demand, the agency/contractor shall have to produce before the Inspecting Authority of the BAPL Pilani for official purpose.
- x) Inside the Guest House / NGO, for any stolen, missing or defective items related to Civil, Electrical or A/C, machinery, equipment's, computers etc. persons in charge of outsourced facility of respective area shall lodge complaint with the concerned Engineering staff/section informing about the lapse. Otherwise the responsibility lies with the outsourcing agency.



## 5. Additional conditions:

i) Vendor/service provider shall get medical examination of the staff deployed to ensure that they are free from any contagious diseases and/or are fit for discharge of duties or are assigned to him. Medical certificate every six months shall be provided from the date of start of work.

ii) Service provider to ensure opening of bank accounts of every staff member under his services. Shall make regular salary disbursement to the staff deployed in the BAPL premises, every month through ECS/Online mode in the account opened in a nationalised bank. The bank statement indicating disbursement of salaries should be submitted to BAPL along with the invoice for release of payment.

## 6. General Services restriction are given as under:

a) The contractor will employ his workers and supervisors on all working days. No worker shall be less than 18 years of age. Plant Head – Pilani / Admin Office in charge be responsible to overall supervision.

b) After verification of antecedents, badges will be issued to them by the vendor under the seal of the Office In-charge or his representative. The cost of badges would be borne by the vendor.

c) To clean the area i.e. Guest House officer facility and NGO Transit facility (at least once a day) and to ensure no one is allowed to throw garbage in the unauthorized area. To ensure that all drains and water outlets are clean to avoid stagnation of water. Any other work related to cleanliness of the area as per instruction of officer in charge. The contractor shall obtain license if required under the contract labour (R&A) act 1970 and rules framed there before commencement of the work and continue to hold it till completion of the contract period.

d) The vendor shall be responsible for behaviour and conduct of personnel deployed at the site. No employee with doubtful integrity of having bad record shall be engaged by the vendor.

e) No payment shall be made for any damage caused by rain snowfall, flood or any other natural calamity, whatsoever during the execution of the work. The vendor shall be fully responsible for any damage to the Govt. Property and work for which the payment has been advanced to him under the contract and he shall make good the same at his risk and cost.

f) The tenderer shall visit the site & examine the availability of space in detail for execution of the work and deployment of manpower. For the meetings, activities taking place in the campus, the vendor has to ensure that the above programs/ activities are not hindered in any manner while executing the work.

g) The tender being a composite tender, will be evaluated on the basis of total cost for all the Services/Heads mentioned scope of works and **L-1** will be decided on the basis of lowest rate of total cost.

h) Price bid must be inclusive of all salaries as per minimum wages, bonuses, ESI, PF, Labor Cess etc.,

i) Minimum number of manpower to be deployed by Contractor on each day for provision of services as per scope of work to be assessed by contractor by personal visit to site if required. Deployment of manpower will be as per direction of the user department. In case the Contractor fails to provide the services to the satisfaction of the department with the minimum number of manpower mentioned above, he will have to increase the manpower as per direction of the department and nothing extra will be paid on this account. In case the supervisor is leaving station, the contractor should inform the Admin Office in charge / Plant Head – Pilani.



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## **PART-V: STANDARD TERMS & CONDITIONS OF RFP**

### **1. Performance Guarantee Bond:**

a. The successful bidder shall have to submit for 15 (Fifteen) Months validity Bank Guarantee (12 Months contract period plus 03 Months Claim Period). Bank Guarantee will be 5% of the total contract value of work as Performance Bank Guarantee (PBG) from Indian Nationalized banks/select private sector banks (HDFC Bank, ICICI Bank, Axis Bank, Kotak Mahindra Bank, etc) within 15 days from the date of issue of Award of Contract. Extension of time for submission of PBG beyond 15 days' band up to 30 days from the date of issue of Purchase Order (PO) may be given by the competent authority to sign the contract agreement however a penal interest of 15% per annum shall be charged for the delay beyond 15 days. i.e. 16th day after the date of issue of PO. In case of the contract fails to submit the requisite PBG even after 30 days from the date of issue of PO the contract shall be terminated and other dues if any payable against the contract. The failed vendor shall be debarred from participating in re-tender (if any) for that work/item. Performance Guarantee Bond is mandatory. Security deposit in the form of Fixed Deposit Receipts (FDR) must be in the name of "BrahMos Aerospace Pvt. Ltd.". The PBG/FDR/ TDR shall be submitted directly to M/s BrahMos Aerospace, Pilani.

b. Successful bidder/firm should submit performance guarantee as prescribed in favor of "**BAPL Pilani**" payable at Pilani and to be received by BAPL Pilani office before the date of commencement of services or 15 days from the date of acceptance of the work order, whichever is earlier. The performance guarantee bond to be furnished in the form of Bank Guarantee as per given Proforma of the tender documents.

c. Validity of the performance guarantee bond shall be for a period of 90 days beyond the entire contract period from the date of issue of Work Order. The Security deposit will be released 3 months after the satisfactory completion of the work/services and handing over of all Assets / equipment which were handed over to the maintaining agency on awarding of the contract.

**2. Service level Agreement:** A successful bidder is required to enter into Service level agreement.

### **3. Terms of Payments:**

a. Monthly bills are submitted on triplicate copies and shall attached EPF & ESI deposit slip and challan & GST as per applicability & **monthly wages (as per central law) Bank statement (RTGS)**. Printout of the banking transaction is to be submitted to BAPL Pilani along with monthly wage bill. The rates shall be firm and fixed and shall not be subject to any change on any condition of whatsoever nature, and shall hold well till completion of supply of the services. The payment of bills and other claims arising out of the contract will be made by Account Payee Cheque drawn in the name of the vendor or through E.C.S. It may be noted that under the provision of the Indian Income Tax Act, the BAPL Pilani is required to deduct Tax with surcharge at source at prevailing rates from the gross amount of each bill submitted.

b. The bidder/vendor will ensure the he/she pays minimum wages (as per Central Wages Act) including overtime pay, payment of bonus as applicable (as per Minimum Wages Act and as per Govt. of India notification from time to time) to all his/her employees at all times along with statutory obligations like EPF, ESI etc. as mentioned in the tender document. A Bank Statement with regards to the payment made to staff engaged in work has to be furnished by the vendor along with bill submitted. Attendance details duly certified by BrahMos Aerospace, Pilani nominated officials shall also be attached with the bills.



**c. Payment of EPF & ESI (Employer's Share only)**

(i) Both Employees and employer's share of EPF and ESI in respect of the workers employed by the vendor for the Operation & Maintenance service for Officer Guest House / NGO Transit Facility at BrahMos Aerospace, Pilani will be deposited by the vendor to the concerned statutory authorities as per the applicable rate and periodicity from time to time.

(ii) Non-payment of EPF, ESI and Bonus will amount to statutory violation besides violation of laid down/agreed conditions as per work order/agreement. M/s BrahMos Aerospace, Pilani reserves the right to cancel the work order without any notice in such an event and also blacklist the firm for default, as the case may be.

(iii) The EPF and ESI (Employers share only) payments made by the vendor for the workers employed by him for the Operation & Maintenance service for Officer Guest House / NGO Transit Facility services of BrahMos Aerospace, Pilani will be reimbursed upon submission of a separate supplementary bill every month during the tenure of the contract, along with all connected documents viz. payment receipts issued by concerned statutory authorities, employees-wise details of the statutory payments made with suitable notes where ever required in an approved formats. The payment challan in originals shall contain the Job Work order / Contract No duly endorsed before making payment to the concerned statutory authorities. The supplementary bill along with above mentioned documents may be submitted to the concerned department of BrahMos Aerospace, Pilani.

(iv) Submission of Certificate of Compliance with statutory requirements by Service Provider with every Invoice will be mandatory.

**d. Penalties**

(i) If the quality of work is found un-satisfactory or any such complaint in this regards is registered either by officer or the staff, a penalty of Rs. 1,000/- day for inside area of work place will be charged to the vendor per instance per day.

(ii) It is mandatory that the supervisor should be present on daily basis. If the same is found to be absent, an alternative arrangement needs to be done within 2 hours, failing which a penalty of Rs. 1,000/- per instance will be charged.

(iv) If during inspection, the workers are not found in uniform, a penalty of Rs. 500/- per employee will be charged per instance per day.

(v) If the vendor fails to maintain/repair/replace the faulty item under his scope of work within the specified period in agreement, the penalty shall be imposed @ Rs. 1,000/- per day/device and the device/ system may be repaired/replaced at vendor's risk & cost at the direction of BAPL.

(v) Any absentees/shortage in manpower or inferior Services will be liable for deduction in the payables due for the agency on pro-rata or as decided by this management.

**e. Corrupt or Fraudulent Practices**

The BAPL, Pilani requisite the vendors under this tender to observe the highest standards of ethics during the procurement and execution of such Contracts, in pursuance of this policy, the BAPL, Pilani defines for the purposes of this provision, the terms set forth as follows:

(i) 'Corrupt practice' means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the procurement process or in contract execution, and

(ii) 'Fraudulent practice' means a misrepresentation of facts in order to influence a procurement process or execution of a contract to the detriment of the BAPL Pilani, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the BAPL Pilani of the benefits of the free and open competition.

(vi) The BAPL Pilani will reject a proposal for award if it determines that the vendor has engaged in corrupt or fraudulent practices in competing for the contract in question. The BAPL Pilani will hold the vendor ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the vendor has engaged in corrupt and fraudulent practices in competing for, or in execution the vendor.

## **f. Disputes & Arbitration**

The BAPL Pilani and the vendor shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If a dispute of any kind whatsoever that cannot be resolved the same shall be referred to the sole arbitration of the Executive Director, BAPL, it is also a term of this contract that no person other than a person appointed by the Executive Director, BAPL as foresaid should act as an Arbitrator. As aforesaid the provisions of the Arbitration and conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.

## **g. Force Majeure clause**

Should any Force Majeure circumstances arise, each of the contracting party shall be excused for the non-fulfilment or for the delayed fulfilment of any of its contractual obligations, if the affected party within 15 (fifteen) days of its occurrence informs in a written form the other party. Force Majeure shall mean fires, floods, natural disasters, pandemic or other acts, that are unanticipated or unforeseeable, and not brought about at the instance of, the party claiming to be affected by such event, or which, if anticipated or foreseeable, could not be avoided or provided for, and which has caused the non-performance or delay in performance, such as war, turmoil, strikes, sabotage, explosions, quarantine restriction beyond the control of either party. A party claiming Force Majeure shall exercise reasonable diligence to seek to overcome the Force Majeure event and to mitigate the effects thereof on the performance of its obligations under the SLA.

## **h. Mode of Serving Notice**

Communications between parties which are referred to in the Contract are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act.) subject to as otherwise provide in this contract all notices to be issued on behalf of the BAPL Pilani and all other actions to be taken on its behalf may be given or taken by the Competent Authority. If sent by registered post to the last known place or abode or business of the vendor, it shall be deemed to have been served on the date when in the ordinary course of post these would have been served on or delivered to it.

## **i. Manner of Opening of Tender**

The Tender received before the time and date specified in the Tender Notice will be opened as per the specified program in the office as mentioned in the Tender Notice (If Possible). The tenders will be opened in the presence of Tenderers or their authorized representatives who choose to remain present. BAPL will have right to open the bids under the chairmanship of competent authority of BAPL without involving the any bidders if decided by Competent authority of BAPL.



*Again*

## **j. Process to be Confidential**

Information relating to the examination, clarification, evaluation and comparison of Tenders and the award of a Contract shall not be disclosed to Tenderers or any other person not officially concerned with such process.

## **k. Preliminary Scrutiny**

(i) The BAPL Pilani will scrutinize the Tender to determine whether they are complete, whether any errors have been made, whether required technical documentation have been furnished, whether the documents have been properly signed, and whether the Tenders are generally in order. The BAPL PILANI will also determine the substantial responsiveness of the Tender. For purpose of these clauses, a substantially responsive Tender is one that confirms to all the terms and conditions of the Tender Documents without material deviations. The BAPL Pilani's determination of a Tender's responsiveness is to be based on the contents of the Tender itself without recourse to extrinsic evidence.

(ii) A Tender determined as not substantially responsive will be rejected by the BAPL Pilani and may not subsequently be made responsive by the Tenderer by correction of the non- conformity. The BAPL, PILANI may waive any minor infirmity or irregularity in a Tender which does not constitute a material deviation. This shall be binding on all Tenderers and the BAPL PILANI reserves the right of such waivers.

## **l. Clarification of Offers**

To assist in the scrutiny, evaluation and comparison of Tenders, the BAPL PILANI may, at its discretion, ask some or all Tenderer for technical clarification of their Tender. The request for such clarifications and the response shall be in writing. To speed up the Tender process, the BAPL PILANI, at its discretion, may ask for any technical clarification to be submitted by means of facsimile by the Tenderer. In such cases, original copy of the document describing the technical clarifications must be sent to the BAPL PILANI by means of courier/in person/ if required BAPL PILANI officials may visit the location for which completion certificate enclosed by firm for fulfilling the requisite criteria to cross check.

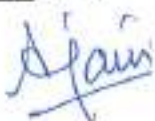
## **m. Licenses**

Wherever relevant, before commencing the Work/Service the successful Tenderer shall be required to produce to the satisfaction, of the BAPL, PILANI a valid Contract Labour License (if employing labour) issued in its favour under the provision of the Contract Labour (Regulation and Abolition), Act 1970. On failure to do so, the acceptance of the Tender is liable to be withdrawn and also the Earnest Money is liable to be forfeited. The firm must also possess licenses under the Arms Act or any suitable legislation to be able to provide Armed Guard services for the company.

## **n. Rights of BAPL PILANI**

(i) The BAPL PILANI reserves the right to suitably increase/ reduce the scope of work put to this Tender. In case item rate contract, the BAPL PILANI does not in any way guarantee the quantity for which an order may be placed and the Tender quantity may only be treated as indicative.

(ii) In case of any ambiguity in the interpretation of any of the clauses in Tender Document or the Contract Document, interpretation of the Clauses by the BAPL PILANI shall be final and bindings on all Parties.



## **o. Contract Period**

(i) The duration of the contract shall be for a period of One (01) year which may be extended for another one year or curtailed at the discretion of the Competent Authority of BAPL, Pilani.

However, BAPL Pilani reserves right to terminate this contract without assigning any reason thereof at any time after giving one-month notice to the selected service providing Company/ Firm / Agency. However, the agency will have no option to withdraw from the contract on his own during the initial contract period of one year.

(ii) The period of work order may be extended further if thought fit by BrahMos Aerospace, Pilani Management. In case the validity of security deposit required to be extended for such reason, the vendor shall make suitable arrangement to make such extension.

## **p. Review & Termination:**

(i) BAPL Pilani has the absolute right to terminate the contract at any time by giving one-month notice in writing without assigning any reason whatsoever and BAPL shall not be responsible for any loss, damage etc. suffered by the firm/agency/company as a result of such termination of contract.

## **q. Commencement of Services**

(i) Area of Operation will be BAPL PILANI site as per scope of works.

(ii) The tenderers are expected to cover all the inventories/assets/services as per scope of work outlined earlier.

## **r. Hygiene Standards for the Staff**

(i) The employees should be in proper uniform at the time of work. (Defined Uniform in general including shoes). The bidder needs to submit photographs of uniform of the waiters. Samples of materials shall be got approved from BAPL – Admin officer in charge / Plant Head (P) – Pilani.

(ii) They should be presentable in appearance i.e well cut and groomed hair, properly combed, shaved etc.

(iii) Vendor/service provider shall get medical examination of the staff deployed to ensure that they are free from any contagious diseases and/or are fit for discharge of duties as are assigned to him/her. Medical certificate every six months shall be provided starting from the date of start of work.

(iv) The personnel deployed under this contract by the Bidder must not be found with alcohol abuse at the premises. Any incident such as drunkard state of the workers caught possessing alcohol in the premises, suitable action will be initiated as deemed fit by the Buyer.

## **s. Vendors responsibilities**

a) The personal Bio-data of all persons employed shall be submitted to this office on award of contract along with the complete details of their qualifications, ESI, EPF, Bank Account and other relevant key information. Aadhar Card/ Enrolment No. of Individuals shall also be submitted along with other details, if the same is available.

b) The personnel employed shall be competent of operating all the required installations and equipment and must be familiar with all installations and equipment installed at site. And familiar with sequence of operation. Authorized and competent engineer(s)/person(s) from OEM Shall be engaged where ever required or as directed by Engineer-in-Charge.

- c) The Operator shall provide its staff, a minimum of two sets of uniforms. The employees shall also display a photo identity card on their person clipped to the shirt at all times.
- d) All liabilities arising out of accident or death while on duty shall be borne by the contractor.
- e) The vendor shall abide by and comply with all the relevant laws and statutory requirements covered under Labour Act. Minimum Wages and (Contract Labour (Regulation & Abolition Act. 1970). EPF etc. with regard to the personnel engaged by him for services/works. It will be the responsibility of the vendor to provide details of manpower deployed by him, in the BAPL office and to the Labour Department.
- f) The Vendor shall be liable and responsible to provide all the benefits viz. Provident Fund, ESI, Bonus, Gratuity Leave etc. to the staff engaged by him. As far as EPF is concerned, it shall be the duty of the Vendor to get PF code number allotted by RPFC against which the PF subscription, deducted from the payment of the personnel engaged and equal employer's amount contribution should be deposited with the respective PF authorities within seven days of close of every month. Giving particulars of the employees engaged for the subject works, is required to be submitted to the Department. In any eventuality, if the vendor failed to remit employee/employer's contribution towards PF subscription etc. within the stipulated time, the department is entitled to recover the equal amount from any money due or accrue to the Vendor under this agreement or any other contract and will be deposited with RPFC on behalf of the vendor.
- g) Vendor should submit bills in triplicate along with the following documents for making arrangements for tile payments on completion of each month.

### Documents: -

- i. Vendor's Bill
  - ii. Summary Sheet
  - iii. Summary of Income Tax
  - iv. Summary of Bank Guarantee
  - v. Abstract of quantities
  - vi. Attendance Sheet
  - vii. Employee - wise EPF & ESI paid vouchers
  - viii. ECS bank statement
  - ix. Salary Disbursement statement duly acknowledged by employees on rolls
  - x. Copy of prior approval of replacement of spares, if any as applicable
  - xi. Receipt/ Issue vouchers
  - xii. Satisfactory completion certificate by Engineer-in-Charge/ User as applicable in the prescribed format.
  - xiii. Documentary proof payment of Bonus shall be produced at the intervals not more than two months.
  - xiv. Documentary Proof of issue of Uniform and shoes shall be submitted along with the 2<sup>nd</sup> monthly bill after commencement of work.
- h) All inventories handing over report shall be enclosed with the final bill on completion of duration of the contract duly stating the remarks on status/condition of equipment/plant. The final bill of the contract shall not be entertained/paid in case of non-compliance of the same.
- i) Any damage/loss caused due to mishandling or misuse of any equipment/item shall be got repaired/replaced by the vendor at his own cost. Electricity and water required for carrying out the work shall be supplied by the BAPL – Pilani free of any charges.
- j) Any transportation required for carrying out the scope of work as per the contract will be arranged by the Bidder at no additional cost to the Buyer.

## t. Validity of Bids

The Bids will be valid for a period of 180 days from the date of its opening and may further be extended if the tenderer is ready to extend the same on the same rates mentioned in his bid.

## u. Legal Jurisdiction

The agreement shall be deemed to have been concluded in Pilani, Rajasthan and all obligations hereunder shall be deemed to be located at Pilani, Rajasthan and Court within Pilani, Rajasthan will have Jurisdiction to the exclusion of other courts.

## v. Important Points to be noted by the Bidder:

(a) The financial bid shall be exclusive of GST to be paid by the Tenderer for the Work/Service which should be mentioned separately in price bid format. Any claim for extra payment on any such account shall not be entertained.

(b) No alterations or additions anywhere in the Tender Document are permitted. If any of these are found, the Tender may be summarily rejected.

(c) In case of a firm, each partner or power of attorney holder shall sign the tender and the signatures shall be attested as witness by a reputed person in the space provided for the purpose. The attested copies of power of attorney of person signing the tender shall be enclosed with The Tender. The power of attorney shall be signed by all partners. In case of Private limited /public limited companies, the power of attorney shall be supported by Board Resolution and appropriate and adequate evidence in support of the same shall be provided.

(d) The Tenderer shall submit the Tender which satisfies each and every condition laid down in this Tender Document, failing which the Tender will be liable to be rejected. Conditional Tenders will be rejected. An abnormally low bid will be summarily rejected after assessment by the committee of BAPL.



## FORM 'I'

### FINANCIAL INFORMATION

**I. Financial Analysis-** Details to be furnished duly supported by figures in balance sheet/profit & loss account for the last three years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (Copies to be attached).

#### YEARS

2023-24	2024-25	2025-26

(i) Gross Annual turnover on Management Services for Officers Guest House and NGO Transit Facility or similar works

(ii) Profit/Loss

**II. Financial arrangements for carrying out the proposed work.**

Signature of Chartered Accountant with Seal

Signature of Bidder(s)



**FORM "II"**

**FORM OF BANKER'S CERTIFICATE FROM A INDIAN NATIONALISED BANK**

This is to certify that to the best of our knowledge and information that

M/s..... having marginally noted address, a customer of our bank are/is  
respectable and can be treated as good for any engagement up to a limit of .....  
(Rupees.....).

This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

**(Signature) For the Bank**

**NOTE:**

- 1) Bankers certificates should be on letter head of the Bank, sealed in cover addressed to tendering authority.
- 2) In case of partnership firm, certificate should include names of all partners as recorded with the Bank.



**FORM 'III'**

**DETAILS OF ALL WORKS OF SIMILAR CLASS COMPLETED DURING THE LAST THREE/FOUR YEARS**

S. N.	Name of work and location	Company name	Cost of work completed in Rs.	PO No./contract no. & date	Name address and contact number of officer to whom reference may be made	Work completion certificate with value of contract by office
1	2	3	4	5	6	7

**Signature of Bidder(s)**

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**FORM 'IV'**

**PERFORMANCE REPORT OF WORKS REFERRED TO IN FORM "III"**

1. Name of work/project & location
2. Agreement No.
3. Estimate cost
4. Contract cost
5. Date of start
6. Date of completion
  - (i) Stipulated date of completion
  - (ii) Actual date of completion
7. Amount of compensation levied for delayed completion, if any
8. Amount of reduced rate items, if any
9. Performance Report

(i)	<b>Quality of work</b>	Very Good/Good /Fair/Poor
(ii)	<b>Financial soundness</b>	Very Good/Good/Fair/Poor
(iii)	<b>Technical Proficiency</b>	Very Good/Good/Fair/Poor
(iv)	<b>Resourcefulness</b>	Very Good/Good/Fair/Poor
(v)	<b>General Behaviour</b>	Very Good/Good/Fair/Poor

Certified that the above list of work is complete and no work has been left out and that the information given is correct to my knowledge and belief.

**Dated:**

Seal & Sign  
**Sr. Executive Engineer or Equivalent**

**Signature of Bidder(s)**



**FORM "V"**

**STRUCTURE & ORGANISATION**

1. Name of address of the bidder;
2. Telephone no. /Telex no. /Fax no.:
3. Legal status of the bidder (attach copies of original document defining the legal status)
  - (a) An individual
  - (b) A proprietary firm
  - (c) A firm in partnership
  - (d) A limited company or Corporation
4. Particulars of registration with various Government Bodies (attach attested photocopy)
5. Organisation/Place of Registration No. 1.
  
6. Name and titles of the Directors and Officers with designation to be concerned with this work.
  
7. Designation of individuals authorized to act for the organization
  
8. Was the bidder ever required to suspend services for a period of more than six months continuously after he commenced the works? If so, give the name of the project and reasons of suspension of work.
  
9. Has the bidder or any constituent partner in case of partnership firm, ever abandoned the awarded work before its completion? If so, give name of the project and reasons for abandonment.
  
10. Has the bidder or any constituent partner in case of partnership firm, ever been debarred/ black listed for tendering in any organization at any time? If so, give details
  
11. Has the bidder or any constituent partner in case of partnership firm, ever been convicted by the court of law? If so, give details.
  
12. Any other information considered necessary but not included above.

**Signature of Bidder(s)**



**FORM 'VI'**

**DETAILS OF TECHNICAL, ADMINISTRATIVE PERSONNEL MAN POWER TO BE EMPLOYED FOR THE WORK**

<u>S No.</u>	<u>Designation</u>	<u>Total Number available for this work</u>	<u>Name</u>	<u>Qualification</u>	<u>Professional work experience</u>
1	2	3	4	5	6

**Signature of Bidder(s)**

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**Form – B**

**Declaration by the Bidder**

1. I/We have received the tender from BAPL Pilani and I/We have not tampered /modified the tender documents in any manner. In case the same is found tampered/ modified, I/We understand that my/our offer shall be summarily rejected and I/We are liable to be banned from doing business with BAPL Pilani and/or prosecuted as per laws.

2. I/We have read and fully understood all the terms and conditions contained in Tender document regarding terms & conditions of the contract& rules and I/we agree to abide them.

Place:- .....  
Date:- .....

**(Signature of Bidder with seal)**

Name:  
Seal:  
Address:



*ajain*

**PART-VI: FORMAT FOR PRICE BID**

**PRICE BID FORMAT**

S.No	DESCRIPTION	(i) Rate per Day (Rs)	(ii) Basic Rate per month (i x 26 days)	Total Amount (Rs) per year (ii x 12 months)
<b>SUPERVISOR (Highly Skilled)</b>				
1	Salary	918.00		
2	EPF			
3	ESI			
4	Employee Uniform/ Accessories*			
5	Bonus			
Total Amount per Supervisor				
<b>Total Amount for 01 Supervisor</b>				
<b>COOKS (Skilled)</b>				
1	Salary	781.00		
2	EPF			
3	ESI			
4	Employee Uniform/ Accessories*			
5	Bonus			
Total Amount per Cooks				
<b>Total Amount for 04 Cooks</b>				

<b>CANTEEN ATTENDANT (Semi-Skilled)</b>				
1	Salary	650.00		
2	EPF			
3	ESI			
4	Employee Uniform/ Accessories*			
5	Bonus			
Total Amount per Canteen Attendant				
<b>Total Amount for 02 Canteen Attendant</b>				
<b>WAITERS (Semi-Skilled)</b>				
1	Salary	650.00		
2	EPF			
3	ESI			
4	Employee Uniform/ Accessories*			
5	Bonus			
Total Amount per Waiters				
<b>Total Amount for 05 Waiters</b>				
<b>SAFAIWALAS – (Un-Skilled)</b>				
1	Salary	556.00		
2	EPF			
3	ESI			
4	Employee Uniform/ Accessories*			
5	Bonus			
Total Amount per Safaiwalas				
<b>Total Amount for 08 Safaiwalas</b>				

<b>MASALCHI – (Un-Skilled)</b>				
1	Salary	556.00		
2	EPF			
3	ESI			
4	Employee Uniform/ Accessories*			
5	Bonus			
Total Amount per Masalchi				
<b>Total Amount for 02 Masalchi</b>				
Service charges / Profit (%)				
<b>TOTAL AMOUNT (Rs)</b>				

\* Employee Uniform/ Accessories – include Industrial Uniform (2 pairs), leather shoes, Rain coat, Seasonable dress.

**Salary must comply with the minimum wages act by central govt as per the latest notification.**

**(Signature and seal of Bidder)**

**Name:**  
**Phone no.:**



*Spain*

**PART-VII: COMPLIANCE STATEMENT**

*The Bidder is required to submit detailed Compliance Statement containing all Terms & Conditions as enumerated at Part I, Part II, Part III, Part IV, Part V, Part VI and Part VII of this RFP and give confirmation of their acceptance of all Terms & Conditions. The deviations, if any, may be clearly indicated*

COMPLIANCE STATEMENT			
Sl. No.	Clause	RFP Requirement	Comments by Bidder
	<b>Part-I</b>	<b>GENERAL INFORMATION AND INSTRUCTIONS</b>	
	Sl. No. of Clause as per RFP	Terms & Conditions as per RFP	Complied (Yes / No) If No, give details
	<b>Part-II</b>	<b>SCOPE OF WORK</b>	
	Sl. No. of Clause as per RFP	Terms & Conditions as per RFP	Complied (Yes / No) If No, give details
	<b>PART-III</b>	<b>EVALUATION CRITERIA OF BIDS</b>	
	Sl. No. of Clause as per RFP	Terms & Conditions as per RFP	Complied (Yes / No) If No, give details
	<b>Part-IV</b>	<b>SPECIAL TERMS &amp; CONDITIONS</b>	
	Sl. No. of Clause as per RFP	Terms & Conditions as per RFP	Complied (Yes / No) If No, give details
	<b>Part-V</b>	<b>STANDARD TERMS &amp; CONDITIONS</b>	
	Sl. No. of Clause as per RFP	Terms & Conditions as per RFP	Complied (Yes / No) If No, give details
	<b>PART-VI</b>	<b>PRICE BID FORMAT</b>	
	Sl. No. of Clause as per RFP	Terms & Conditions as per RFP	Complied (Yes / No) If No, give details

- **The Bidder shall submit a Clause-by-Clause Compliance Statement as per the above format. There should be no discrepancy between the details mentioned in the Techno-Commercial Bid and the Compliance Statement.**
- **In case of any such discrepancies, the terms & conditions mentioned in the RFP and their compliances as mentioned in either of the two documents shall prevail.**



*Signature*