



BHARAT HEAVY ELECTRICALS LIMITED
ELECTRICAL MACHINES REPAIR PLANT,
Plot No.D-1, Cross Road 'C', Road No.16, MIDC, Andheri (East),
MUMBAI – 400 093

NOTICE INVITING TENDER

NIT No. BHEL/EMRP/HR/19-20/HKT-01

BHEL, EMRP, Mumbai invites sealed tender in Two Part viz Part A "Techno-Commercial Bid" and Part B "Price Bid" from experienced and competent bidders who fulfill the qualifying criteria contained in the tender documents:

Name of work	Providing Housekeeping Services.
Earnest Money	Rs. 70,500.00 in the form of Pay order/D.D. drawn in favour of "BHEL" to be enclosed with techno-commercial bid
Last date & time for issue of tender documents	21.10.2019 up to 1600 hours
Due date & time of bid submission	On or before 22.10.2019 up to 1430 Hrs
Due date & time of bid opening	22.10.2019, 1500 Hrs onward

1. Tender can be down loaded from our website www.bhel.com
2. All subsequent corrigendum/amendment shall be hosted only on website. Hence, bidders are advised to always be in touch with our said website until the tender is finally opened.
3. For detail, refer tender documents.
4. The offers of the bidders who are on the banned list shall be rejected. The list of banned firms is available on BHEL website www.bhel.com.
5. MSME/NSIC registered vendor can avail the indented benefits only if they submit proper documents (registration certificate) with due validity as on date of opening of tender.
6. The bidder along with its associate/collaborators/sub-contractors/sub-vendors/consultants/service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL management about any fraud or suspected fraud as soon as it comes to their notice.

Dy Manager (HR)
Phone no.: 022- 2835 8706

BHARAT HEAVY ELECTRICALS LIMITED, ELECTRICAL MACHINES REPAIR PLANT having its Factory and Administrative Block in Plot D-1, MIDC, Andheri (E) Mumbai, invites offer to provide Housekeeping services, at the premises mentioned below for a period of one year.

1. TECHNICAL TERMS AND CONDITIONS

1.1 SCOPE OF WORK/SERVICE:

Housekeeping and maintenance of cleanliness of following areas:

A. BHEL EMRP Factory & Office Building at plot No D-1, MIDC, Andheri (E).

Cleaning and upkeep of following areas:

1. Repair shop ground floor and mezzanine floor
2. Canteen Area
3. Coil Shop Block consisting of ground floor, first floor.
4. Maintenance areas
5. All Administrative block & office premises
6. All toilet blocks in the factory and office buildings
7. Other open factory premises – including compound area.
8. Cleaning of window grills, glasses and frames of all flats once in a month.
9. Cleaning of water tanks and sumps once in quarter

B. BHEL Officer Flats Building premises at D N Nagar

1. Cleaning and upkeep of building premises including garden area.

Tenderers are requested to go through the scope of services, visit each premises etc. and get fully acquainted with the scope of services required for the premises including the existing job contract of the said premises and get their doubts clarified regarding the above job before submitting the offer.

1.2 PRE-QUALIFICATION CRITERIA

1.2.1 The bidder should have an average annual financial turnover not less than Rs. 20 Lacs during last three financial years ending on 31/03/2019.

1.2.2 Bidders having experience of successfully executed job contract of similar Jobs / services during last 7 years ending on 31.08.2019 should be either of the following: -

- a. Three similar completed jobs / services, costing not less than an amount equal to Rs.10 Lakhs.
OR
- b. Two similar completed jobs / services, costing not less than an amount equal to Rs. 14 Lakhs.
OR
- c. One similar completed jobs / services, costing not less than an amount equal to Rs. 28 Lakhs.

Similar jobs/services mentioned above shall be related to "Job / services of Housekeeping / attendant / messenger services / upkeep & maintenance etc. of Office Premises / Guest Houses / Residential Townships / Hotels / Hospitals / Educational Institutions / Commercial establishments like Metro Stations, Airports, Factories etc. with any Central Govt. / State Govt. / PSUs / Public Limited Company / Private Limited Company/autonomous body/Listed company".

1.3 Pre-bid Meeting: Pre-bid meeting for techno-commercial clarifications if any shall be held in the office of the undersigned on 30.04.2019 at 14:00 hours.



1.4 DOCUMENTS REQUIRED

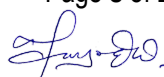
- 1.4.1 The Tenderers should submit documents in support of possessing Qualifying requirements as under, duly certified and stamped by their authorized signatory.
- 1.4.2 Audited copy (as per statutory requirements) of Balance Sheet and profits & loss Account statements of last three financial years i.e. **FY 2016-17, FY 2017-18 & FY 2018-19**. For the bidders who are required to get their accounts audited as per law, financial statements from the year for which the audit is still pending, CA will be required to certify the financial statements for that year with his registration number clearly appearing in the certificate.
- 1.4.3 Copy of acknowledgements of IT return of last three financial years **FYs 2016-17, 2017-18 & 2018-19**.
- 1.4.4 **Copies of Work Orders / award letters along with certificates of successful completion of the similar job / services executed by the bidders during last 7 years ending on 31.08.2019 as a supporting document against Point no. 1.2.2 of PQR. BHEL reserves the right to cross check the documents from the issuing department. The certificate of successful completion should also contain the details of work order, duration of the contract, quantum of business done and its satisfactory completion.**
- 1.4.5 Tenderer has to submit a copy of registration certificate of PAN No., PF registration no., ESI Registration No. & GST registration Details.
- 1.4.6 Un-quoted price bid format duly signed by the tenderer shall be submitted along with technical bid.
- 1.4.7 Shop and establishment license/ registration certificate
- 1.4.8 A copy of tender enquiry duly signed on each and every page shall be submitted along with technical bid with all annexures duly filled in.
- 1.4.9 The bidder shall submit the Bank details along with a cancelled cheque for NEFT/RTGS.

1.5 PROCEDURE FOR SUBMISSION OF TENDERS

- 1.5.1 The tender is to be submitted as required in two parts in separate sealed covers **prominently super scribed as Part-1 "Techno-commercial Bid" & Part-2 "Price Bid"** and also indicating on each of the covers the tender number and due date and time as mentioned in the tender enquiry. Envelope of Part-1 "Techno-commercial Bid" shall contain documents required in Para 1.2 and 1.3 above and Part-2 "Price Bid" shall contain percentage of service charges as per the Price-Bid format (**Annexure-F**). A third sealed cover shall contain required amount of EMD and shall be super scribed as EMD. These three separate covers 1, 2 and 3 shall together be enclosed in fourth envelope and this sealed cover shall be super scribed with tender number / numbers and due date. Tenders submitted without EMD are liable to be rejected.

The following documents are to be submitted along with Techno- commercial bid –

- 1.5.1.1 No Deviation Certificate as per Annexure "A".
- 1.5.1.2 Certificate for over writing / Erasures / Corrections as per Annexure "B".
- 1.5.1.3 Declaration by the bidder as per Annexure "C".
- 1.5.1.4 Check List duly filled in as per Annexure "D".
- 1.5.1.5 Earnest money deposit in the form of pay order/Demand Draft/RTGS/NEFT. (Bank Details are enclosed separately)
- 1.5.1.6 An attested copy of the Power of Attorney, in case an individual other than the sole Proprietor / Director / Partner signs the tender.
- 1.5.1.7 Copy of PAN Number
- 1.5.1.8 Copy of GST Registration Certificate.
- 1.5.1.9 Documents in support of type of firm.
- 1.5.1.10 Copy of Un-Priced Price Bid duly marked as "QUOTED" against all the items with conditions if any.



- 1.6 Envelop No. 3 containing EMD will be opened first and after due verification of EMD, the Part – 1 of the tender will be opened next and evaluated afterwards. Tenderers who qualify in Technical Bid (Part – 1) will only be considered while opening of Price Bid (Part-2). The unsuccessful tenderers will be intimated through email for rejection in the technical bid. BHEL shall finalize successful tenderer **by opening of sealed price bid**. Date of opening of sealed price bid will be intimated separately to the Tenderers who qualify in Techno-Commercial bid.
- 1.7 The Tenderer should accept all terms & conditions of the tender unconditionally. In case the Tenderer wants to deviate from the tender conditions, such deviations shall be clearly specified in his tender. If no deviations are given in tender submitted, it will be assumed that the Tenderer accepts all terms and conditions of the tender. **Tenders with deviations from terms and conditions are likely to be rejected.**
- 1.8 The tender(s) should reach the under mentioned on or before the due date & time i.e. 11.10.2019 by 02:00PM. BHEL will not be responsible for delay in receipt of tender(s), sent by post / courier. The same shall be opened on scheduled due date and time i.e. 11.10.2019 by 02:30 PM. Tenderers may provide their e-mail ID for faster communication in respect of the above. **Any corrigendum to this tender, if issued by BHEL in future, shall be uploaded on the BHEL website (www.bhel.com). Therefore, the bidders are advised to keep visiting the websites regularly.** Any clarification, if required, should be sought from the undersigned.

Vimlanshu Prawal Horo
Dy. Manager (HR)
Bharat Heavy Electricals Limited
MIDC, Andheri (E) - 400093.
Phone No.: 022 - 28358706
E-mail: vphoro@bhel.in

For & on behalf of
Bharat Heavy Electricals Ltd.



(Vimlanshu Prawal Horo)
Dy Manager (HR)

1. GENERAL TERMS AND CONDITIONS

- CLEANING EQUIPMENT/ ITEMS:** Bidder shall compulsorily use cleaning equipment like Brooms for cleaning of open areas. Brushes, dust and wet mops of cotton / acrylic / micro fibre for cleaning of toilets. Wet / dry Vacuum Cleaners, Mop sticks, Mop Pads, scrubbers, Dusters etc. for cleaning of tiled floors. Dust and wet mops of micro fibre for windows and glasses. Dry vacuum cleaners and Cotton dusters for cleaning of tables, chairs and other office furniture.
- Dry vacuum cleaning shall be done minimum once in two months and wet vacuum cleaning shall be done at least once in a quarter.
- In general, following cleaning material shall be required for cleaning, housekeeping. Sufficient inventory of these items shall be maintained by the contractor (as estimated below) and reasons like unavailability of cleaning material for not doing work shall not be acceptable. Besides this, if any other material/ tools and tackles found suitable for carrying out the operations, same may also be brought by the contractor:

S. No.	Particulars	Qty
1	Toilet cleaner – (like Harpic)	10 Ltr
2	Glass Cleaner – (like Colin)	5 Ltr
3	Floor Cleaner – (like Lizol)	5 Ltr
4	Phenyl (Klinol/ clean n shine)	10 Ltr
5	Hand wash (like Dettol, Fem)	10 Ltr
6	Wet mop refill	6 Nos
7	Naphthalene ball	1 Kg
8	Air Freshener Cube (odonil etc)	14 Nos.
9	Floor Duster	12 Nos.
10	Table duster	12 Nos.
11	Soft Broom	12 Nos.
12	Hard broom	12 Nos.
13	Cleaning Powder	10 Kg
14	Toilet Roll	300 Nos.
15	Floor Scrubber/brush	24 Nos.
16	Chok up remover	2 nos.
17	Toilet brush	04 nos.
18	Wiper	04 Nos.
19	Bucket & mug	06 each per year

Note: Cost of these items shall have to be considered while quoting the service charge in price bid. No separate billing towards these shall be admissible.

- WORKING TIME:** Our present working hours are from 8.00 a.m. to 4.30 p.m. These timings are liable to alternation without any notice. Routine jobs including brooming and cleaning at BHEL EMRP to be completed before 8.00 A.M. Contractor will be required to provide the service in the normal working hours from 7.30 a.m. to 4.30 p.m. Assignment of jobs shall be coordinated by your supervisor and supervisor will be directly reporting to our Administration section. For works at D N Nagar routine jobs shall be carried out between 7. 30 A.M. to 4.30 P.M. Staff deployed at D N Nagar will also report to your supervisor.

- PERSONS TO BE DEPLOYED BY THE CONTRACTOR ARE SUBJECT TO:



- i. Security checks by our security staff.
 - ii. It shall be the responsibility of contractor to ensure issuance of electronic gate pass compatible with BHEL access control system and cost on this account shall be borne by the contractor which at present is Rs. 125/ card. In case of loss of card, same shall have to be reported immediately and new card shall be issue on chargeable basis.
 - iii. Provided with clean uniform at the contractor's cost.
 - iv. Contractor should equip his employees with all the accessories and material required for executing the jobs assigned.
 - v. Workmen will be so deployed as to cater our needs in the pattern to be suggested by us and any alteration shall be carried out only with the approval of administration.
 - vi. Contractor employees shall not loiter or wander in the office/factory area or elsewhere without work.
 - vii. Contractor will arrange a full – time supervisor suitably.
 - viii. Further requirement of additional persons as when required will be met at short notice and shall be compensated at the fixed contractual rate. In case of inability to provide suitable no. of persons at required time, company reserves its right to engage persons directly. Similarly, unavailability of persons, on day to day basis, is also subject to deduction at accepted rates of compensation on prorata basis.
6. **No of workers:** Above specified work shall be carried out by deploying not less than, **1 SUPERVISOR and 13 UNSKILLED PERSONS at EMRP premises. At D N Nagar, one unskilled worker from 13 nos. shall be sent for half day, twice a week. This frequency may vary depending upon exigencies of work.** No of persons engaged can undergo change depending upon the requirement of BHEL EMRP. If and when additional manpower shall be engaged, their terms of engagement shall remain as per the terms and conditions of the original contract only.
7. The successful bidder will make arrangement for additional manpower for meeting with exigencies as per the requirement of BHEL, and the compensation for that shall be made on prorata basis at prevailing rates from time to time.
8. **Quality of service:** It is the responsibility of the contractor to maintain the above mentioned premises neat and clean, there should be no accumulation of any kind of dirt and waste and the premises should be kept tidy. Persons engaged by contractor will have to rearrange any thing in the area at our instruction if it is moved for cleaning.
9. Issue of Leave with wages under Factories Act 1948, etc. shall be abided by the contractor for which no additional or separate compensation is payable by BHEL.
10. Any loss to the company caused by the persons of the bidder during the course of work in the factory shall be compensated by the bidder and company reserves its right to recover value through the bills payable to the contractor every month.
11. In case of short supply of manpower, the company keeps its right to employee suitable persons directly and effect proportionate deduction from the payment due to the contractor.
12. **Lunch, Snacks and Tea:** Company will provide subsidized food, snacks and tea to the contractor's persons deployed at BHEL EMRP and Rs. 150/- per month per person (subject to revision) will be deducted from the monthly bill of the contractor. Amount of expenditure on this account will be recovered from the monthly bills.
13. The bidder should ensure payments due to the government on account of employer / employee share of contribution towards ESIC, PF and other related contribution at prescribed rates as applicable provided under the Labor Laws are paid regularly. All such payment will be paid under the code available or specific code allotted to your agency by the relevant authorities. The company will in no way be responsible for any failure on the bidder parts in this regard. All records as necessary under any statute as applicable will also be maintained and produced as and when



demanding by authorities. Disputes if any, arising in this regard shall be brought to the notice of management and decision of Head EMRP will be final and shall be complied by the bidder in all respects. Proof of payment for previous month in respect of such contribution will be submitted along with the next wage bill by the bidder.

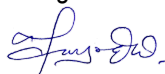
14. BHEL shall have privity of contract with successful bidder only. **Successful Bidder shall issue proper letter of appointment (with terms and conditions including wage structure, working time, leave entitlements etc) & identity/employment cards to its employees. A copy of these shall have to be submitted to BHEL at the time of commencement of contract.** Bidder will ensure that the payment of minimum wages is as per the notification issued and as applicable to the class of Industries- Factories/engineering of the relevant zone, by the State Government from time to time. However, as and when the minimum wages are revised by the State Government, it will be the responsibility of the bidder to pay the revised wages to the person employed by the bidder for which the matching compensation will be paid by BHEL on submission of necessary bills along with Government Notification and letter requesting for such upward revision.

IMPORTANT TERMS AND CONDITIONS:

1. **Earnest Money Deposit:** The bidder has to deposit the EMD amount of Rs 70,500/- by pay order/Demand draft/ bankers cheque in favour of "BHEL" with the tender. EMD submitted by tenderer will be forfeited if tenderer revokes his tender within validity period.
2. **EMD of the bidder will be forfeited if:**
 - i. After opening the tender, the tenderer revokes his tender within validity period or increased his earlier quoted rates.
 - ii. The tender does not commence the work within the period as per LOI/Contract in case the LOI/contract is silent in this regard within 15 days after award of contract.
3. After award of contract to the successful bidder, his EMD may adjusted against the amount to be deposited by the contractor as security deposit.
4. **Security Deposit(SD):**
 - 4.1 Upon acceptance of tender, the successful bidder must submit at least 50% of the required Security Deposit (SD) including EMD should be deposited before start of work. Balance money of SD shall be collected by deducting 10% of the gross amount progressively from each of the running bills till total amount of required SD is collected.
 - 4.2 If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional SD shall be immediately deposited by the contractor or recovered from payments due to the contractor.
 - 4.3 Acceptable forms of Security Deposit as follows
 - i) Cash (as permissible under the extant Income Tax Act).
 - ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.
 - iii) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
 - iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. (FDR should be in the name of the contractor, a/c BHEL
 - v) Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged as applicable in favour of BHEL)

Note: The security deposit shall not carry any interest.

- 4.4 Security Deposit shall be released to the contractor upon fulfilment of contractual obligations as per terms of the contract.

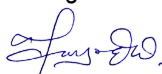


- 4.5 BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the Contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off the Security Deposit, against any claims of any other contracts with BHEL.
- 4.6 BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)

5 Payment Terms:

- 5.1 The price quoted shall remain firm and valid throughout the contract period (including if extended on mutual acceptance) and no extra payment will be reimbursed to the contractor by BHEL. Any variation occurred in prescribed Minimum Wages (Basic Pay and Special Allowance) during the period of contract, the same shall be absorbed by the contractor. However, if any increase or decrease in Additional Fix Pay of BHEL happen during the currency of the contract, the same shall be implemented. It may however be noted that the service charge component of the contractor shall remain unaltered for such variations.
- 5.2 The contractor shall be required to raise monthly invoice in triplicate for the services rendered. The invoice is to be raised explicitly according to the agreed rates and submit the same along with copies of receipt/challan for payment made towards Statutory Dues like PF, ESIC and applicable GST etc. for the previous month. The On line return duly filed by contractor in respect of GST should be visible on GSTN Portal.
- 5.3 Salary slip with all details should be issued to the contract workers every month. A copy of the same is to be submitted to BHEL with the bills.
- 5.4 For payment purpose only 26 days in a month will be taken into account.
- 5.5 Holidays marked in BHEL's holiday calendar shall be treated as paid holidays for housekeeping staff.
- 5.6 Bills complete with necessary documents (bank statement of contractor showing debit of salary of workers, etc) for the calendar month should be submitted 10th date of next month and the payment to the contractor shall be released normally within 30 working days from the date of submission of bill.
- 5.7 Necessary deductions towards Security Deposit, Income Tax and any other tax or levies applicable and recoveries towards materials/ services rendered on chargeable basis, penalty and LD, if applicable shall be effected from due payment.
- 5.8 Payment will be made by NEFT/ECS/RTGS. For NEFT/ECS payment bidder have to provide the details like Bank Account Number, Account Type, MICR Number, IFSC Details, Bank Name and address.
- 5.9 Any deviation in payment terms shall not be accepted.**
- 5.10 In case of any deviation to the payment terms mentioned above, loading shall be done on basic price with the PLR (Prime Lending Rate) of SBI + 6 % for the period of relaxation sought by the bidder (PLR shall be considered from the date of technical bid opening).

- 6 **TDS:** TDS as per prescribed rates will be deducted at the sources while making the payment and certificate will be issue at the end of the financial year.
- 7 **Goods and Service Tax:** GST will be paid @ statutory rates as applicable at the time of billing on claim by the contractor in their monthly bills. For contracts ≥ Rs. 2,50,000/- GST TDS @2% shall be deducted. Bidders are required to submit copy of GST registration certificate.
- 8 **Validity of offer:** Offer should be valid for the period of three months from the date of opening of Technical bid.
- 9 **Duration of the Contract:** The period of this rate contract will be for one year from the date mentioned in work order after finalization of contract. The rate contract can be extended for a further period of one year, at the same rates, terms and conditions at the discretion of BHEL.



- 10 Offer should be submitted strictly as per above procedure. Any deviation in above mentioned terms and condition or conditional offer shall be treated as invalid and can be rejected summarily and price bid of such bidder shall not be opened.
- 11 BHEL will not be responsible for the postal delay under any circumstances for non-receipt of Tenders / submission of filled in tender document by due date & time.
- 12 Tenders received after due date & time are liable to be rejected.
- 13 No overwriting / correction in the Price Bid by the bidder shall be allowed. However, if correction is unavoidable, the same must be duly signed by authorized signatory.
- 14 EMD of successful tenderer can be converted into security deposit if desired by the bidder and balance amount of security deposit will have to be deposited as per clause No. 2 of this section.
- 15 **Price Variation clause:** The amount derived from monthly agency service charge percentage indicated in the initial quotation submitted in price bid shall remain firm for the entire contract duration however the contract value of the job contract will vary depending on the following:
 - 15.1 Any changes in the monthly consolidated wages fixed by BHEL;
 - 15.2 Any changes in PF / ESI contribution of employer's portion due to changes in Labour Law. PF statements and linking of AADHAR card numbers of labour with PF accounts shall mandatorily be got done by successful bidder and details provided to the labourers.
 - 15.3 Payment to the contractor will be subject to TDS as per rules in force from time to time.
- 16 The value of contract will be worked out based on the percentage service charges as quoted by bidder. Service Charge (in percentage) as quoted by the bidders should be inclusive of all taxes (excluding GST).
- 17 **Reverse Auction:** BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed price submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in rejection of their offer.

In case BHEL decides to go for Reverse Auction, the same shall be conducted through an agency appointed by BHEL. The said agency shall facilitate to all eligible bidders to take part in Reverse Auction.

Bidders are requested to refer to the General Terms & Conditions of Reverse Auction (Annexure – "M") enclosed along with tender enquiry.
- 18 **Bid Evaluation criteria:** Evaluation of the bidders will be done based on quote of percentage service charges mentioned in Price Bid Format. The contract would be awarded to the bidder quoting the minimum monthly agency service charges as indicated in Price bid format. In the event of more than one bidder having quoted identical lowest rates and there is a tie amongst the bidders, the respective bidders would be asked to submit their revised rates. This process would continue till the distinct L1 rate is arrived.
- 19 **Overtime:** In addition to normal duty hours, the workforce(s) may be required to perform, on an average, over time of 120 hours/ month and supervisor @ 30 Hrs/ month. (The number of OT hours is only indicative / as an additional information). However, the payment of OT hours shall be made at actual in line with OT calculation chart at the then wage rates as per our contract.
- 20 Tenderer must note that any false information / data or any suppression of facts will be disqualifying them even at a later stage also. The contractor will deploy trained and efficient workforce for the above

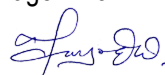


job contract. In this connection, the contractor has to maintain a register for their record etc. and made available to BHEL /Statutory authority as & when needed.

- 21 The successful tenderer will be responsible for the quality of the job and will immediately rectify the deficiency pointed out in the job performed.
- 22 **Penalty:** The deficient services if any pointed out by BHEL against any of the workforce of the contractor and if the same is not rectified by the contractor within the specified time given by BHEL authority, then contractor will be levied penalty of 250/- per case /activity /service and same shall be deducted by the Company from the monthly bill payable to the contractor.
- 23 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 / themselves properly or misbehave(s) with the regular employees / personnel of the Company in any place.
- 24 Continuation of the contract shall be based on the performance of the contractor. The following parameters shall inter-alia be considered while evaluating performance Timely rendering of services, Quality of works/services, Compliance with statutory requirements, Safety consciousness, Maintenance of staff in proper uniform.
- 25 The Contractor shall perform the work assignments to the best satisfaction of the Company. In case of continued unsatisfactory performance over a period of time by the Contractor, the Company shall intimate the same in writing to the Contractor; however, if the performance of the contractor does not improve even thereafter, then, the Company shall have the right to terminate the contract at the Contractor's risk and cost, by giving one month's notice. In addition, the Company shall also have the right to forfeit in full, the Security Deposit deposited by the Contractor.
- 26 The successful contractor will accept full and exclusive liability for the consolidated wages, **PF, ESI, Bonus** including incentive, **two set of uniform per year (consisting of shirt, pant, black belt, shoe and socks etc.)** for the personnel deployed by the contractor and other obligation referred under the law now and thereafter imposed by the Government / Local Bodies.
- 27 BHEL will have no liability whatsoever concerning the workforce deployed by the contractor for the purpose. The contractor shall keep the Company indemnified against all losses or damages or liability arising out of or imposed in the course of employment of workforce by the contractor.
- 28 In case of any dispute, the decision taken by BHEL Management will be final and binding on the successful contractor. The workforce deployed by the contractor will have no right or claim for the permanent absorption in BHEL.
- 29 The Contractor shall duly comply with all acts, laws, or other statutory rules, regulations, bye-laws applicable or which might be applicable to Mumbai region with regard to the performance of the work assignments included herein or concerning this Agreement but not limited to Minimum Wages Act-1948, Contract Labour (Regulation & Abolition) Act, 1970, Industrial Dispute Act, 1947, Workmen's Compensation Act 1923, Employees' State Insurance Act 1948 (to the extent as may be applicable, if any), Employees' Provident Fund and Misc. Provisions Act, 1952 and the amendments made thereafter to these Acts/ Laws and from time to time take such steps as may be deemed necessary in this regard.
- 30 In case, while on duty and during the course of engagement in work premises of the Company under this Agreement, if any of the Contractor's workforce meet (s) with any injury / indisposition due to accident or other natural calamities, the Contractor shall ensure that immediate and adequate medical aid viz., first -aid and subsequent treatment facilities are provided to the person(s) concerned free of cost without fail. In addition, the Contractor shall also be liable for meeting with statutory liabilities like ESI, Insurance etc.



- 31 The Contractor shall be fully responsible for the timely payment of wages, provident fund, bonus or any other benefits payable under the aforesaid Acts, Laws and regulations to the workforce engaged by him at the work premises of the Company. The Company shall not be responsible for these payments or any other liability on this account.
- 32 This Agreement shall be deemed to have become effective from the forenoon of date indicated in the award, with respect to all the work premises covered under this Agreement and will remain in force for a period of 12 months. However, this Agreement shall be liable for termination earlier by the Company at any time by giving one month's notice to the Contractor without assigning any reason therefore and without prejudice to the rights of the Company to recover any money becoming due under this Agreement. In such a case, the Contractor shall not be entitled to any compensation thereof.
- 33 Successful Contractor has to deploy the minimum workforce as emphasized in the scope of services in the contract at any given day. Contractor has to meet the shortages of leave /absenteeism through leave reserve / buffer workforce.
- 34 The Attendance Register of the Contractor's workforce shall be maintained by the concerned Supervisor of the Contractor for physical verification by the Principal Employer and Statutory Authorities. The workforce deployed by the contractor shall be hail and healthy and should not be suffering from any communicable diseases.
- 35 The contractor has to supply sufficient cleaning item and equipment etc. to be used at job premises and ensure that sufficient stock of necessary tools is always maintained so as to meet normal requirement.
- 36 The successful contractor shall comply to all statutory labour law regulations applicable to this contract like timely payment of prescribed wages and other amounts (HRA as per Maharashtra HRA Act) as and when becomes payable, depositing of PF, ESI, taking of insurance cover etc. for workforce employed for this contract. Any obligation on account of the above will be the liability of the Contractor.
- 37 **IDENTITY:** The Contractor shall ensure that the work force/supervisors engaged by him must wear & display these cards prominently on their uniform during their duty period (as the same duly endorsed by the Company). Cards with validity details and details pertinent to staffer's name etc will be issued by BHEL at the time of commencement of contract at a fee of Rs. 125/- per person. Any loss of card will attract a penalty of Rs. 125/- for issuance of new card. All the personnel so deployed will follow strictly the security regulations of the BHEL, in vogue from time to time. **The contractor will issue 2 sets of uniforms in the colours as agreed upon. Same shall have to be replaced with a fresh set, if excessive wear and tear is observed in specific instances.**
- 38 **LABOUR LICENCE:** *The successful contractor shall obtain labour license as may be applicable from appropriate Govt. by taking up the job on contractual basis under contract Labour (Regulation and Abolition Act, 1970) and submit the same to BHEL within 15 days of from the date of placement of work order.*
- 39 In case the contractor desires to change the workforce deployed by him, due to any reason, the new incumbent should be deployed with the clearance of Officer-in-Charge of BHEL.
- 40 **PROVIDENT FUND:** The successful bidder shall possess Provident Fund Number from the concerned authorities and shall strictly comply with the provision of Employees Provident Funds Act. The contractor shall deposit Employees and Employer Contributions in the designated account with the designated authority every month. The contractor shall furnish along with each running bill, the challan/receipt for the deposit of provident fund made to RPFC for the preceding month(s) with detailed calculation sheet of all the work force deployed at BHEL premises and other than BHEL premises which will be used only for tallying /verification that proper PF deposit has been made. Contractor shall also submit the copy of detailed yearly return submitted to RPFC of PF deposit for the period of 01st March



to 28/29th February in 01st week of April month. All labourers will be issued UAN numbers as required under the law.

- 41 **ESI:** The contractor shall strictly comply with the provision of Employees State Insurance Act. Contractor shall issue Latest digital ESI card to all the work force immediately after taking in to their employment. No workforce shall be deployed without the issuance of ESI Card under the contract. The contractor shall deposit Employees and Employer Contributions in the designated account with the designated authority every month. The contractor shall furnish along with each running bill, the challan/receipt for the payment towards ESI for the preceding month(s) with detailed calculation sheet of all the work force deployed at BHEL premises and other than BHEL premises which will be used only for tallying /verification that proper ESI deposit has been made. Contractor shall also submit the copy of detailed half yearly return submitted to ESI for deposit of ESI for the period of April to September in 01st week of month of November & for the period of October to March in 1st week of month of May.
- 42 Goods and Service Tax/ Applicable Tax Payment: Proof of payment of Goods and Service Tax/ applicable tax collected from BHEL to the treasury shall be submitted in the form of GST return/annexure along with monthly bills (quarterly/ half yearly as the case may be).
- 43 **LEAVE / HOLIDAYS:** For every workforce deployed in our premises, the contractor will give one day's weekly off (unpaid) for every six continuous working days, the Contractor's workforce shall be entitled for 1 paid leave for every 20 working days in a month.
- 44 **BONUS:** The contractor shall ensure payment of Bonus which will be 1/12th of monthly consolidated wages including VDA to their workforce during the validity of contract period.
- 45 **WAGES:** All payments to the contractor's workforce shall be as per the terms of contract and as per details enumerated in Annexure-G which shall be made through cheque or direct credit in the bank accounts of its workforce. **The issued cheque will be credited in the respective bank accounts by the 7th of each English month.** Any delay on this account shall be subjected to penalty. Opening of Bank A/c of their workforce or making payment of wages in their existing Bank A/c is the responsibility of successful contractor itself. Pay slips shall have to be mandatorily provided by the contractor to the labourers on wage day.
- 46 **Any casualty or damage caused to the property or person by any untoward incidents while executing this contract will be at the contractor's risk & cost.**
- 47 Please sign the duplicate copy of this enquiry as a token of acceptance of the terms and conditions.
- 48 Those bidders whose head offices are not in Mumbai may ensure that they have a branch/ regional office in Mumbai for prompt resolution of manpower related and other issues.
- 49 **Arbitration:** In case of dispute, steps shall be taken by the parties to settle the same through negotiations. In case dispute is not settled in negotiation, it shall be referred to a Conciliation appointed by BHEL. In case dispute is not settled in conciliation proceedings too, the same shall be referred to sole arbitration of General Manager of the Department/Executive Director of the unit or any person nominated by any of them as per corporate Guidelines of BHEL and the arbitration proceedings shall be taken out as per provisions of the Arbitration and Conciliation Act 1996 as amended read with BHEL's Corporate guidelines in force. The place of arbitration shall be at Mumbai only. The Civil Courts at Mumbai shall have jurisdiction to entertain the cases arising out of the arbitration proceedings
- 50 **Insurance:**
- 50.1 It shall be the sole responsibility of the contractor to insure his workmen against risks of accidents and injury while at work as required by the relevant rules and to pay compensation, if any, to them as per Workmen's Compensation Act. Copy of Insurance Policy so obtained as per Workmen's Compensation Act is to be submitted by successful contractor.
- 50.2 If due to negligence and / or non-observance of safety and other precautions, any accident / injury occurs to other persons / public, damage to BHEL's / its customer's property and/or



personnel occurs, and if BHEL is unable to recover in full its claim from the Insurance Company, the deficit will be recovered from the contractor. The contractor shall be responsible for necessary compensation and other expenses in full, if so decided by the appropriate authority.

- 51 **Risk Purchase:** in case contractor fails to adhere to the agreed schedule for completion of work or fails to comply with the terms & conditions of the contract, BHEL reserves the right to source such remaining work/services from any other agency at the risk and cost of the contractor. The cost of such work/services along with 25% over head charges shall be recovered from the due payments to contractor in any of the BHEL Unit. In event of no amount being out standing from BHEL, the contractor shall be liable to pay to BHEL the above amount immediately on demand. The decision regarding applying risk and purchase clause from BHEL shall be final and binding.

52 **FORCE MAJEURE:**

The following shall amount to force majeure conditions: Acts of God, act of any Government, War, sabotage, riots, civil commotion, police action, revolution, flood, fire, cyclone, earthquake and epidemic and other similar causes over which the contractor has no control.

If the Contractor suffers delay in the execution of the Contract, due to delay caused by force majeure conditions, as defined above, the agreed time for completion of the work covered by this contract shall be extended by a period of time equal to the period of delay. Provided the Contractor immediately reports to BHEL in writing the causes for the delay. The Contractor shall not be eligible for any compensation on account of any extension in time of completion given to Contractor due to force majeure conditions.

Yours faithfully,
For Bharat Heavy Electricals Ltd.

Vimlanshu Prawal Horo
Dy Manager HR



NO DEVIATION CERTIFICATE

We hereby accept and agree to all Techno – Commercial & General terms & conditions given in the tender enquiry no. Ref: BHEL/EMRP/HR/2016-17/T-13 without any deviation.

Signature and seal of the contractor



CERTIFICATE FOR OVER WRITING / ERASURE / CORRECTIONS

(Please do not sign this certificate if there is no Overwriting / Erasure / Corrections)

Correction / Overwriting / Erasures in the tender enquiry No.Ref: BHEL/EMRP/HR/2016-17/T-13 has been noted and the same is endorsed and signed by me.

Signature and seal of the contractor



DECLARATION

a.) We declare that, we do not have any employees who are related to any officer of BHEL.

b.) We have the following employee working with us who are relatives of BHEL employees.

Name of the employee of BHEL

Name and designation of employee with the contractor

- 1.
- 2.
- 3.
- 4.

DATE:

PLACE:

Signature and seal of the contractor



DECLARATION – D

The tenderer is required to state whether he is any relative of any director of BHEL or the tenderer is a firm in which any director of BHEL is a partner.

1. Name of the contractor / and
his relation with the director
in BHEL
2. Name of the director of BHEL
who is related to the contractor firm
3. Name of the director of BHEL
who is a member or a director
of the firm/contractor.

DATE:

PLACE:

Signature and seal of the contractor

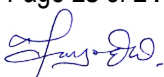
INTEGRITY PACT

I, _____, aged _____ Yrs., S/o _____,
residing at _____

Hereby declare as follows:

- (i) That my nationality is _____.
- (ii) That I am a major and eligible to enter into contract / my firm / my company is
Competent to enter into an agreement.
- (iii) I shall employ only such personnel who have not been found unfit for employment in Organizations such as
Central / state / Public undertaking by the Police Authorities.
- (iv) I shall not employ persons against whom Criminal cases are pending or under investigation.
- (v) I shall also not employ persons found guilty of offences involving moral turpitude for executing work in BHEL
contracts.
- (vi) That there are no Criminal cases pending or under investigation against me or my firm or company.
- (vii) I have not been found guilty of offences involving moral turpitude nor any of the company directors / partners
of my firm have been found guilty of offences involving moral turpitude.
- (viii) Neither myself nor my firm nor my company has been declared insolvent in the past.
- (ix) I have taken due care and efforts to furnish only information which are true in the tender document.
- (x) I shall employ labours who are more than 18 years of age and having sound physical and mental health.
- (xi) I shall keep Photograph / identity proof / residential proof of the labourers to be employed against this tender
and arrange for police verification (if demanded by BHEL).
- (xii) I will comply with all applicable labour laws as mentioned in the tender
- (xiii) I have taken cost of compliance of applicable labour laws mentioned in the NIT and price bid before quoting
my price bid.

Signature and seal of the bidder



PRICE PERFORMA

Deployment of labour - 13 unskilled workers and 1 skilled supervisor and expenses on cleaning material and tools and tackles as required.

Considering the above, bidder has to quote their service charge as below:

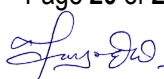
Description	Quoted price
1.a) Service charge in terms of % (percentage) [On expenditure made per month on account of wages, VDA and other statutory payments like PF/ ESIC/ Bonus etc.]	
1.b) GST on (1.a) above in % percentage	

Signature and Seal of the bidder



ANNEXURE G

ESTIMATE FOR HOUSEKEEPING CONTRACT 2019-20 (ANNEXURE II)				
		BASIC	SPECIAL ALLOWANCE	ADDITIONAL FIX PAY BHEL
	SKILLED SUPERVISOR	7800	4144	4100
	UNSKILLED WORKER	6600	4144	3200
	PERIOD OF CONTRACT	12	MONTHS	
	NO OF SKILLED SUPERVISOR	1	PERSON	
	NO OF UNSKILLED WORKER	13	PERSONS	
	TOTAL NUMBER	14	PERSONS	
SL NO	HEAD OF EXPENSES	RATE	QUANTITY	AMOUNT (IN Rs.)
1	SKILLED SUPERVISOR WAGES (BASIC + SPECIAL ALLOWANCE + ADDITIONAL FIX PAY BHEL)	16044	1	16044
2	SKILLED SUPERVISOR WAGES (BASIC + SPECIAL ALLOWANCE + ADDITIONAL FIX PAY BHEL)	13944	13	181272
3	SUB TOTAL			197316
4	PROVIDENT FUND	13.61% OF SL NO. 3		26855
5	ESIC	3.25% OF SL NO. 3		6413
6	HRA (SKILLED)	5% OF (BASIC + SPECIAL ALLOWANCE)	1	597
7	HRA (UNSKILLED)	5% OF (BASIC + SPECIAL ALLOWANCE)	13	6984
8	BONUS PER MONTH	8.33% OF SL NO. 3		16436
9	LABOUR WELFARE FUND CONTRIBUTIONS PER MONTH	Rs. 6 PER PERSON PER MONTH	14	84
10	AVERAGE OVERTIME CHARGES (SKILLED)	Rs. 114.84 FOR 30 HRS PER MONTH	30	3445
11	AVERAGE OVERTIME CHARGES (UNSKILLED)	Rs. 103.30 FOR 120 HRS PER MONTH	120	12396
12	NET EXPENDITURE ON ENGAGEMENT OF LABOUR (SL NO. 3+4+5+6+7+8+9+10+11)			270526



BIDDER's DETAILS

Sl. No.		Details
1	Name of the Party	
2	Address of the party	
3	Contact Person's Name	
4	Cell No. of Contact Person	
5	Land Line No.	
6	FAX No.	
7	E-mail ID of the Party	
8	PAN No.	
9	ESI Registration No.	
10	GST Registration No.	

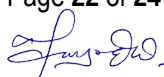
(Signature & seal of the contractor)



ANNEXURE K

Break up for Over Time Rates at prevailing minimum wage rates			
Amount in Rs.			
Sl. No.	Particulars	UN SKILLED	SKILLED
1	Monthly Consolidated Wages	6600	7800
2	Current VDA	4144	4144
3	Monthly Consolidated wages Including VDA	10744	11944
4	OT Rate per Hr. {(Monthly Consolidated wages*2)/208 hrs.}	103.30	114.84

(Signature & seal of the contractor)



CHECKLIST OF ESSENTIAL CRITERIA FOR TECHNO – COMMERCIAL ACCEPTANCE OF BID			
01.	No deviation certificate on bidder's letter head as per Annexure – "A"		Enclosed / Not enclosed
02.	Certificate for Over Writing / Erasures / Corrections on bidder's letter head as per Annexure – "B".		Enclosed / Not enclosed
03.	Declaration as per Annexure – "C"		Enclosed / Not enclosed
04.	Whether the firm is a registered establishment		Yes / No
	If Yes, (i) Particulars of the Certificate and the name of the Issuing Authority (Copy of the certificate to be enclosed)		Enclosed / Not enclosed
06.	Is the Firm registered under PF and ESIC Act. If Yes , Xerox Copy should be enclosed		Yes / No
	If No , Have you covered your employees under Insurance Scheme as per NIT. (Xerox Copy should be enclosed)		Yes / No
07.	Type of Firm (please tick & fill the details)		
Sl. No.	Type	Name & Address of Firm	Income Tax PAN
i)	Proprietary		
ii)	Partnership		
iii)	Company		
iv)	Others		
	Contact details of Bidder	Email id: Phone/ Mobile No:	
08.	GST Registration No. (Copy to be enclosed)		Yes / No
09.	Experience detail. Please enclose copies of work order. Additional sheets may be used if required.		
	Name of Organization to whom services are provided (May use extra page to give details)	Value	Year
10.	Whether EMD is submitted along with the Technical Bid		Yes / No
	a) Demand Draft (Fill DD No. and Date)		
	b) Security Deposit Clause as per NIT		Acceptable / Not Acceptable
11	Participation in Reverse Auction is acceptable.		Yes / No

Authorized signatory of Bidder with seal

GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION

Against this enquiry for the subject service BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e. **ON LINE BIDDING ON INTERNET**.

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate. (minimum four techno-commercial qualified vendor required)
2. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
3. BHEL will inform the vendor in writing in case of reverse auction, the details of Service Provider to enable them to contact & get trained.
4. Business rules like event date, time, start price bid decrement extensions etc. also will be communicated through service provider for compliance.
5. Vendors have to fax / email a scanned copy of the compliance form in the prescribed format (Provided by Service Provider) before start of Reverse auction. Without this, the vendor will not be eligible to participate in the event.
6. BHEL will provide the calculation sheet (e.g. EXCEL sheet) which will help to arrive at "Total Cost to BHEL" to enable them to fill in the price and keep it ready for keying in during the Auction.
7. Reverse auction will be conducted on scheduled date & time.
8. At the end of Reverse Auction event, the lowest bidder value will be known on the network.
9. The lowest bidder has to fax/ email a scanned copy of the duly signed filled-in prescribed format as provided on case-to case basis to BHEL through Service provider within 24 hours of Auction without fail.
10. Any variation between the on line bid value and the signed document will be considered as sabotaging the tender process and will invite disqualification of vendor to conduct business with BHEL as per prevailing procedure.
11. In case BHEL decides not to go for reverse Auction procedure for this tender enquiry, the price bids and price impacts, if any already submitted and available with BHEL shall be opened as per BHEL standard practice.
12. Only those vendors, who participate in the Online Initial Sealed Bid, will be eligible to participate in the subsequent Online English Reverse Auction.

