

Name of Works: "WORKS CONTRACT FOR "CLEANING, WASHING AND OTHER INCIDENTAL SERVICES IN CANTEENS & PERIPHERAL DINING HALLS OF BHEL TRICHY FOR 2017-19".

Enquiry No: 9471700098 / 04.11.2017

**BHARAT HEAVY ELECTRICALS LIMITED**  
**TIRUCHIRAPPALLI-620 014**  
**WORKS CONTRACTS MANAGEMENT**  
**NOTICE INVITING TENDER**

|  |  |   |                                       |              |  |    |  |    |  |    |  |    |                                   |    |                         |    |                                      |    |   |    |  |    |                          |    |                                     |              |                      |    |
|--|--|---|---------------------------------------|--------------|--|----|--|----|--|----|--|----|-----------------------------------|----|-------------------------|----|--------------------------------------|----|---|----|--|----|--------------------------|----|-------------------------------------|--------------|----------------------|----|
| 1.   | <b>Tender Ref No:</b>  | <b>9471700098 / 04.11.2017</b>  |                                       |              |  |    |  |    |  |    |  |    |                                   |    |                         |    |                                      |    |   |    |  |    |                          |    |                                     |              |                      |    |
| 2.   | Name of works  | WORKS CONTRACT FOR "CLEANING, WASHING AND OTHER INCIDENTAL SERVICES IN CANTEENS & PERIPHERAL DINING HALLS OF BHEL TRICHY FOR 2017-19".  |                                       |              |  |    |  |    |  |    |  |    |                                   |    |                         |    |                                      |    |   |    |  |    |                          |    |                                     |              |                      |    |
| 3.   | Location of work   | ALL CANTEENS & PERIPHERAL DINING HALLS OF BHEL TRICHY.  |                                       |              |  |    |  |    |  |    |  |    |                                   |    |                         |    |                                      |    |   |    |  |    |                          |    |                                     |              |                      |    |
| 4.   | Period of contract   | 24 months from the date of award of contract.   |                                       |              |  |    |  |    |  |    |  |    |                                   |    |                         |    |                                      |    |   |    |  |    |                          |    |                                     |              |                      |    |
| 5.   | Earnest Money Deposit  | ₹ 3,79,750 ( Rupees three lakhs seventy nine thousand seven hundred and fifty only)   |                                       |              |  |    |  |    |  |    |  |    |                                   |    |                         |    |                                      |    |   |    |  |    |                          |    |                                     |              |                      |    |
| 6.   | Tender Document details  | <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;"><b>A] Part-I <u>Technical Bid</u></b></td> <td style="text-align: right;"><u>Pages</u></td> </tr> <tr> <td>ANNEX-1A (Technical Bid-Qualifying Criteria)</td> <td style="text-align: right;">03</td> </tr> <tr> <td>ANNEX -1B (Scope of Work &amp; Technical Terms and Conditions)</td> <td style="text-align: right;">03</td> </tr> <tr> <td>ANNEX -1C (General Terms &amp; Conditions of Contract)</td> <td style="text-align: right;">13</td> </tr> <tr> <td>ANNEX -1D (Special Terms &amp; Conditions of Contract)</td> <td style="text-align: right;">02</td> </tr> <tr> <td>ANNEX -1E (Integrity Pact Format)</td> <td style="text-align: right;">05</td> </tr> <tr> <td>ANNEX -A ( Declaration)</td> <td style="text-align: right;">01</td> </tr> <tr> <td>ANNEX -B ( No deviation certificate)</td> <td style="text-align: right;">01</td> </tr> <tr> <td>ANNEX -C ( EMD payment Instruction E-COLLECT)</td> <td style="text-align: right;">01</td> </tr> <tr> <td>ANNEX -D (Tender Opening authorization letter)</td> <td style="text-align: right;">01</td> </tr> <tr> <td>ANNEX - E ( EFT Format )</td> <td style="text-align: right;">01</td> </tr> <tr> <td><b>B] Part- II <u>Price Bid</u></b></td> <td style="text-align: right;"><u>Pages</u></td> </tr> <tr> <td>ANNEX -2 (Price bid)</td> <td style="text-align: right;">02</td> </tr> </table> | <b>A] Part-I <u>Technical Bid</u></b> | <u>Pages</u> | ANNEX-1A (Technical Bid-Qualifying Criteria) | 03 | ANNEX -1B (Scope of Work & Technical Terms and Conditions) | 03 | ANNEX -1C (General Terms & Conditions of Contract) | 13 | ANNEX -1D (Special Terms & Conditions of Contract) | 02 | ANNEX -1E (Integrity Pact Format) | 05 | ANNEX -A ( Declaration) | 01 | ANNEX -B ( No deviation certificate) | 01 | ANNEX -C ( EMD payment Instruction E-COLLECT) | 01 | ANNEX -D (Tender Opening authorization letter) | 01 | ANNEX - E ( EFT Format ) | 01 | <b>B] Part- II <u>Price Bid</u></b> | <u>Pages</u> | ANNEX -2 (Price bid) | 02 |
| <b>A] Part-I <u>Technical Bid</u></b>                      | <u>Pages</u>   |   |                                       |              |  |    |  |    |  |    |  |    |                                   |    |                         |    |                                      |    |   |    |  |    |                          |    |                                     |              |                      |    |
| ANNEX-1A (Technical Bid-Qualifying Criteria)               | 03   |   |                                       |              |  |    |  |    |  |    |  |    |                                   |    |                         |    |                                      |    |   |    |  |    |                          |    |                                     |              |                      |    |
| ANNEX -1B (Scope of Work & Technical Terms and Conditions) | 03   |   |                                       |              |  |    |  |    |  |    |  |    |                                   |    |                         |    |                                      |    |   |    |  |    |                          |    |                                     |              |                      |    |
| ANNEX -1C (General Terms & Conditions of Contract)         | 13   |   |                                       |              |  |    |  |    |  |    |  |    |                                   |    |                         |    |                                      |    |   |    |  |    |                          |    |                                     |              |                      |    |
| ANNEX -1D (Special Terms & Conditions of Contract)         | 02   |   |                                       |              |  |    |  |    |  |    |  |    |                                   |    |                         |    |                                      |    |   |    |  |    |                          |    |                                     |              |                      |    |
| ANNEX -1E (Integrity Pact Format)                          | 05   |   |                                       |              |  |    |  |    |  |    |  |    |                                   |    |                         |    |                                      |    |   |    |  |    |                          |    |                                     |              |                      |    |
| ANNEX -A ( Declaration)                                    | 01   |   |                                       |              |  |    |  |    |  |    |  |    |                                   |    |                         |    |                                      |    |   |    |  |    |                          |    |                                     |              |                      |    |
| ANNEX -B ( No deviation certificate)                       | 01   |   |                                       |              |  |    |  |    |  |    |  |    |                                   |    |                         |    |                                      |    |   |    |  |    |                          |    |                                     |              |                      |    |
| ANNEX -C ( EMD payment Instruction E-COLLECT)              | 01   |   |                                       |              |  |    |  |    |  |    |  |    |                                   |    |                         |    |                                      |    |   |    |  |    |                          |    |                                     |              |                      |    |
| ANNEX -D (Tender Opening authorization letter)             | 01   |   |                                       |              |  |    |  |    |  |    |  |    |                                   |    |                         |    |                                      |    |   |    |  |    |                          |    |                                     |              |                      |    |
| ANNEX - E ( EFT Format )                                   | 01   |   |                                       |              |  |    |  |    |  |    |  |    |                                   |    |                         |    |                                      |    |   |    |  |    |                          |    |                                     |              |                      |    |
| <b>B] Part- II <u>Price Bid</u></b>                        | <u>Pages</u>   |   |                                       |              |  |    |  |    |  |    |  |    |                                   |    |                         |    |                                      |    |   |    |  |    |                          |    |                                     |              |                      |    |
| ANNEX -2 (Price bid)                                       | 02   |   |                                       |              |  |    |  |    |  |    |  |    |                                   |    |                         |    |                                      |    |   |    |  |    |                          |    |                                     |              |                      |    |
| 7.   | Place of Submission of Tender Document along with EMD  | Tender Drop Box at<br><b>Works Contracts Management (WCM)</b><br><b>Building 53,First Floor,</b><br><b>BHEL, High Pressure Boiler Plant,</b><br><b>Trichy - 620 014</b>   |                                       |              |  |    |  |    |  |    |  |    |                                   |    |                         |    |                                      |    |   |    |  |    |                          |    |                                     |              |                      |    |
| 8.   | Last Date for Receipt of Tender  | 28.11.2017/ 10:00 Hrs.  |                                       |              |  |    |  |    |  |    |  |    |                                   |    |                         |    |                                      |    |   |    |  |    |                          |    |                                     |              |                      |    |
| 9.   | Date of Techno Commercial Bid Opening  | 28.11.2017/ 10:30 Hrs.  |                                       |              |  |    |  |    |  |    |  |    |                                   |    |                         |    |                                      |    |   |    |  |    |                          |    |                                     |              |                      |    |
| 10.  | Date of Price Bid Opening  | Will be intimated separately to Technically qualified vendors.  |                                       |              |  |    |  |    |  |    |  |    |                                   |    |                         |    |                                      |    |   |    |  |    |                          |    |                                     |              |                      |    |
| 11.  | <b>The Independent External Monitor (IEM) appointed by BHEL's Corporate Office for this Tender</b> | Mrs. Pravin Tripathi, IA and AS (Retd.)<br>D-243, Anupam Gardens,<br>Lane IB, Neb Sarai, Sainik Farms,<br>New Delhi - 110 068<br>e-mail:-pravin.tripathi@gmail.com  |                                       |              |  |    |  |    |  |    |  |    |                                   |    |                         |    |                                      |    |   |    |  |    |                          |    |                                     |              |                      |    |

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### **INSTRUCTIONS TO THE TENDERERS**

The covers should be addressed to DGM /WCM, Works Contracts Management, 53 Building, BHEL, Tiruchirappalli 620 014, to reach on or before by **10:00 Hrs. on 28.11.2017** and the same are to be dropped in the Tender Box which is kept in the Works Contracts Management, 53 Building, BHEL, Tiruchirappalli 620 014. Tenders will be opened by **10:30 Hrs (IST) on 28.11.2017** at Works Contracts Management, 53 Building, BHEL, Tiruchirappalli 620 014.

BHEL is not responsible for any postal delay.

Bidder has to submit (1) Part-I (Techno-Commercial bid) (2) Part-II (Price bid) & (3) EMD draft in separate covers.

1. The first envelope shall contain DD / Pay order drawn in favor of BHEL, Trichy as EMD and super scribed as EMD Cover for NIT / Enquiry No. **Offer without separate EMD Cover (with DD/MSME/NSIC) will be summarily rejected.**

**Note:** 1. Offer without EMD will be rejected.

2. EMD may be submitted in the form of DD/Pay Order /Bankers Cheque drawn in favor of BHEL, Trichy (along with offer) or Electronic Fund Transfer credited in BHEL account (before Tender opening). EMD in any other form (Like FD / One Time EMD etc.) is not acceptable.

2. The second envelope shall be sealed and super scribed as Part-I (Technical Bid for NIT/Enquiry No.)

3. The third envelope shall contain only Part-II (Price bid) for the above work as per scope and to be quoted as per the format given in price bid. Any other information in price bid will not be considered. The envelope shall be sealed and super scribed as Price Bid for NIT / Enquiry No.

All the above three envelopes shall be kept into one cover ,sealed and super scribed as Tender Document for the work as per NIT (NIT/Enquiry No).

### **Note:**

1. The contract will be awarded for a period of **24Months (Two Years)** from the date of ordering.
2. The quoted rates shall be valid up to six months from date of Tender opening.
3. The rates shall remain firm for the entire period of the contract in case WO is awarded. The Tenderer has to quote the Rate / Unit only.
4. If the Contractor back outs after opening of tender, the contractor is liable for forfeiture of the EMD paid.
5. **Evaluation of the offer shall be done on "Net Cash outflow to BHEL after taking into account applicable Taxes and Duties".**
6. In case of more than one L1 bidders for respective schedules, BHEL gets fresh revised reduced price bids from all such L1 bidders & ranking will be decided based on these revised bids. The new rates quoted should be lower than their previous L1 rates. In case if the revised bids submitted by L1 bidders is also same and none of the bidders are ready for further reduction in their rates, then L1 bidder will be selected on draw of lots.
7. BHEL reserves the right to increase or decrease the tendered quantity.
8. **BHEL does not guarantee any minimum quantity.**
9. No other pre conditions along with your offer will be entertained by BHEL
10. Income Tax deduction at source as applicable in the IT Act from time to time will be made on the value of the bills in the absence of Income Tax Exemption Certificate from the concerned IT officer.
11. In case contract is not executed by vendor after award and acceptance of contract, BHEL may exercise the right to forfeit EMD, Security Deposit / BG of such contractors and also suitable action will be taken by BHEL on those Contractors as deemed fit.

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**12. EMD EXEMPTION FOR MSE / NSIC / SSI VENDORS:-**

MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (Five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate / UAM or EM II certificate along with attested copy of a CA certificate (Format is provided as **Annexure-X** where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bids at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer.

**Annexure - X**

**Certificate by Chartered Accountant on letter head**

This is to Certify that M/S ..... (Here in after referred to as 'company') having its registered office at ..... is registered under MSMED Act 2006, (Entrepreneur Memorandum No. (Part - II) ..... Dtd: ....., Category: ..... (Micro/Small). (Copy enclosed).

Further Verified from the Books of Accounts that the investment of the company as per the latest audited financial year ..... As per MSMED Act 2006 is as follows:

1. For Manufacturing Enterprises: Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No. S.O.1722 ( E ) dated October 5, 2006 :  
₹.....Lacs.
2. For Service Enterprises: Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under MSMED Act, 2006 :  
₹.....Lac.

**(Strike off whichever is not applicable)**

The above investment of ₹. ....Lacs is within permissible limit of ₹. .... Lacs for ..... Micro / Small (Strike off which is not applicable) Category under MSMED Act 2006.

Or

The company has been graduated from its original category (Micro/Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is ..... (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O. No. 3322€ dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name -

Membership Number -

Seal of Chartered Accountant.

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**IMPORTANT POINTS TO BE TAKEN CARE OF WHILE SUBMITTING OFFER.**

- (a) Should a Tenderer find discrepancies or omissions in the Tender documents or should there any doubt as to their meaning, he should at once address the authority inviting the Tender, for clarification well before the due date, so as to submit his Tender in time. (No extension of time shall be given for submission of the Tender on any account)
- (b) Conditional and late Tenders, Tenders containing prima-facie absurd rates and amounts, Tenders which are incomplete or otherwise considered defective and Tenders not in accordance with the Tender conditions herein contained and the Tenders not in original **ARE LIABLE TO BE REJECTED**
- (c) New vendors responding against BHEL web site / NIC / CPPP, may visit the area of work , if they want, to get to know the scope / work details and also area of work, prior to quoting.
- (d) All entries in the Tender documents should be in one ink. Erasures and overwriting are not permitted. All cancellations and insertions should be duly attested by the Tenderers concerned.
- (e) Rates should be quoted as per the Work / Rate schedule. Rates quoted in any other form will not be accepted and will be rejected.
- (f) Unit rates should be quoted in figures as well as in words for all the items shown in the attached schedule. Wherever there is a difference in the two, the rates quoted in words will be taken as final.
- (g) The Tender must be signed separately and legibly by Partner / Director of the Firm or by the person holding the Power of Attorney on behalf of the Firm concerned. In the latter case, a copy of Power of Attorney, duly self-attested must accompany the proprietor or partner.
- (h) If a Tenderer deliberately gives wrong information in his Tender or creates conditions favorable for the acceptance of his Tender, the BHEL will REJECT SUCH TENDER AT ANY STAGE.
- (i) Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
- (j) Canvassing in any form in connection with Tenders is strictly prohibited and the Tenders submitted by the Contractors who resort to canvassing will be liable for rejection.
- (k) Should a Tenderer's or a Contractor's or in the case of a firm or company of Contractors / any of its shareholder's or shareholder's relative is employed in BHEL, the authority inviting the Tenders shall be informed in writing of this fact at the time of submission of the Tender, failing which the Tender may be disqualified, or if such fact subsequently comes to light, the Contract may be cancelled.
- (l) The Tender schedule and the Tender shall be deemed to form an integral part of the Contract to be entered into for this work.
- (m) Submission of Tenders by electronic media like e-mail, Internet, fax etc. followed by hard copy, is acceptable and will be at the sole risk of the Tenderer. The Tenders thus submitted will be final and binding on the Tenderer. BHEL will not be responsible for any consequences that may arise in this regard.
- (n) Late and Delayed Tenders will be summarily rejected and under no circumstances it will be considered and accepted.

**NOTE**

*BHEL may reject the bid or in case the contract has been awarded, then terminate the contract apart from taking any other suitable action under the contract or applicable legal provisions or BHEL guidelines including Guidelines for suspension of Business Dealings, without any liability for any compensation to the bidder if, BHEL discovers at any time that any statement made by the bidder in the affidavit cum undertaking is false, fraudulent*

*Or*

*Any document submitted by the bidder was fake and forged*

*Or*

*If BHEL determines in the sole discretion that any statement was aimed at deliberately misleading BHEL with a view to ensure award of the subject contract to the bidder.*

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### **Check List for Enclosures**

| SL No | Description   | Remarks   |
|-------|---|---|
| 1     | Separate EMD Cover containing DD / or Duly signed and stamped Copy of valid MSME / NSIC / UAM, indicating Tender Ref Number and name of the work            | <input type="checkbox"/> Enclosed / <input type="checkbox"/> Not enclosed |
| 2     | Separate Technical Bid Cover containing Duly signed and stamped tender documents and supporting Documents indicating Tender Ref Number and name of the work | <input type="checkbox"/> Enclosed / <input type="checkbox"/> Not enclosed |
| 2.1   | Duly signed and stamped Tender Document for Tender  | <input type="checkbox"/> Enclosed / <input type="checkbox"/> Not enclosed |
| 2.2   | Minimum 1 year of experience of executing works contract for catering / Cooking services/ Cleaning services / Housekeeping/ Canteen related services        | <input type="checkbox"/> Enclosed / <input type="checkbox"/> Not enclosed |
| 2.3   | Works/Service contracts copies as per 2.2 of Technical Competence of Qualifying Criteria:   | <input type="checkbox"/> Enclosed / <input type="checkbox"/> Not enclosed |
| 2.4   | Duly signed and stamped Copy of Income tax return Acknowledgments as per PQR.   | <input type="checkbox"/> Enclosed / <input type="checkbox"/> Not enclosed |
| 2.5   | Duly signed and stamped Copy of Profit and Loss account Statements and Balance Sheets as per PQR.   | <input type="checkbox"/> Enclosed / <input type="checkbox"/> Not enclosed |
| 2.6   | Duly signed and stamped Copy of Income Tax Registration ( PAN )   | <input type="checkbox"/> Enclosed / <input type="checkbox"/> Not enclosed |
| 2.7   | Duly signed and stamped Copy Goods and Service Tax ( GST ) Registration Document  | <input type="checkbox"/> Enclosed / <input type="checkbox"/> Not enclosed |
| 2.8   | Duly signed and stamped Copy of PF Registration to be attached  | <input type="checkbox"/> Enclosed / <input type="checkbox"/> Not enclosed |
| 2.9   | Duly signed and stamped Copy of ESI Registration to be attached   | <input type="checkbox"/> Enclosed / <input type="checkbox"/> Not enclosed |
| 2.10  | Duly signed and Sealed Integrity Pact as per enclosed Annexure-IE   | <input type="checkbox"/> Enclosed / <input type="checkbox"/> Not enclosed |
| 2.11  | Duly signed and Sealed " Declaration" and "No deviation certificate" in letterhead as per enclosed Annexure-A & B   | <input type="checkbox"/> Enclosed / <input type="checkbox"/> Not enclosed |
| 3.    | Separate Price Bid cover containing quoted price bid with signed and stamped for all schedules.   | <input type="checkbox"/> Enclosed / <input type="checkbox"/> Not enclosed |

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**PART-I (TECHNO COMMERCIAL BID)**

**ANNEXURE-1A**

**A: Contractor Profile**

|    |   |  |
|----|---|--|
| 1. | Name of the Agency /Company /vendor.  |  |
| 2. | Address:  |  |
| 3. | Phone No.:  |  |
| 4. | E-mail Address:   |  |
| 5. | Name and Contact details of person for communication related to Tender  |  |
| 6. | BHEL Vendor Code ( If any )<br>( If vendor code is not available Kindly Submit the original RTGS Format enclosed as annexure-E with cancelled cheque leaf )                                     |  |
| 7  | <b>Labour License details.</b><br>( Copy of Labour license to be attached )<br>Note : If labour License not obtained by the contractor the same has to be obtained before commencement of Work. | ( ) Registered and Copy Enclosed<br>( ) Not Registered |

**B: Qualifying Criteria:**

| Sl. No | Qualifying Criteria   | DETAILS   |
|--------|---|---|
| 1      | <b>EMD( Earnest Money Deposit ) :</b>   |   |
| 1.1    | ₹ 3,79,750 ( Rupees three lakhs seventy nine thousand seven hundred and fifty only)<br>(EMD will be waived off for SME/NSIC/SSI vendors upon verification.)<br>Electronic fund transfer credited in BHEL account (Before Tender Opening) Details referred as per Annexure-B<br>Banker's cheque / pay order / demand draft, in favour of BHEL - Trichy (along with the Offer)<br><b><u>Offer without EMD in separate Cover (with DD/MSME/NSIC) will be summarily rejected.</u></b> | AMOUNT :₹<br>DD NO:<br>DD DATE:<br>ISSUING BANK : |

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|         |   |   |   |
|---------|---|---|---|
| 2       | <b>Technical Competence :</b>   |   |   |
| 2.1     | Minimum 1 year of experience of executing works contract in Manpower Supply / catering / Cooking services/ Cleaning services / Housekeeping/ Canteen related services in companies or Government organizations during last seven years from the date of issue of this tender. (Documentary evidence in terms of WO / Completion certificate to be enclosed.) Experience certificate from private organization to be supported by TDS (Tax Deducted at Source) certificate issued by the organization OR Form 26 AS or Bank statement for transaction of payment   | <input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed |   |
| 2.2     | Experience of execution related to Manpower Supply catering / Cooking services/ Cleaning services / Housekeeping/ Canteen related services in companies or Government organizations during last seven years from the date of issue of this tender<br>a) Three Works/Service contracts each costing not less than the contract value of ₹ 40 Lakhs<br>OR<br>b) Two Works/Service contracts each costing not less than the contract value of ₹ 50 Lakhs<br>OR<br>c) One Works/Service contract costing not less than the contract value of ₹ 75 lakhs<br>(Documentary evidence in terms of WO / Completion certificate to be enclosed.) Experience certificate from private organization to be supported by TDS (Tax Deducted at Source) certificate issued by the organization OR Form 26 AS or Bank statement for transaction of payment. | <input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed |   |
| 3       | <b>Financial Soundness</b>  |   |   |
| 3.1     | Agency shall have Average Annual Financial Turnover ₹ 60 lakhs. during any three consecutive years during last four financial years (2014-15, 2015-16, 2016-17) or (2013-14, 2014-15, 2015-16)  | Average Annual Turnover of three consecutive years.<br>₹ ..... Lakhs.     |   |
| 3.2     | Profit and loss account statement Balance Sheet for Financial years duly certified by chartered accountant with CA membership number.   | <b>Financial years</b>  | <b>Please Tick (√) in the appropriate box</b> |
| 2013-14 |   | <input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed |   |
| 2014-15 |   | <input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed |   |
| 2015-16 |   | <input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed |   |
| 2016-17 | <input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed   |   |   |

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|     |                                  | Assessment years | Please Tick (✓) in the appropriate box                                    |
|-----|----------------------------------|------------------|---|
| 3.3 | Income tax Return acknowledgment | 2014-15          | <input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed |
|     |                                  | 2015-16          | <input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed |
|     |                                  | 2016-17          | <input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed |
|     |                                  | 2017-18          | <input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed |

| 4 Statutory Requirements |   |  |
|--------------------------|---|--|
| 4.1                      | <b>Income Tax Registration ( PAN )</b><br>(Details & Self-attested copy to be furnished )   | Copy of Income tax Registration<br><input type="checkbox"/> Enclosed / <input type="checkbox"/> Not enclosed                           |
| 4.2                      | <b>Goods and Service Tax ( GST ) Registration</b><br>(Copy of registration details indicating GSTIN to be submitted along with offer. If any specific exemption is available, a declaration with due supporting documents need to be furnished for considering the offer )) | Copy of <b>Goods and Service Tax ( GST ) Registration</b><br><input type="checkbox"/> Enclosed / <input type="checkbox"/> Not enclosed |
| 4.3                      | <b>PF Registration (No. &amp; Date )</b><br>(Copy of PF Registration to be attached)  | Copy of PF Registration<br><input type="checkbox"/> Enclosed / <input type="checkbox"/> Not enclosed                                   |
| 4.4                      | <b>ESI Registration (No. &amp; Date )</b><br>(Copy of ESI Registration to be attached)  | Copy of ESI Registration<br><input type="checkbox"/> Enclosed / <input type="checkbox"/> Not enclosed                                  |
| 5                        | Integrity Pact duly signed and Sealed with witness.<br>(enclosed as per Annexure-1E)  | <input type="checkbox"/> Enclosed / <input type="checkbox"/> Not enclosed  |
| 6                        | Declaration and No deviation certificate should be signed & stamped and Submitted in letterhead<br>(enclosed as per Annexure-A & B)   | <input type="checkbox"/> Enclosed / <input type="checkbox"/> Not enclosed  |

**NOTE:** Self attested copy of all the documents should be submitted along with Tender, if at any stage, the document(s) submitted by Contractor is / are found incorrect / false / fake, the necessary action will be taken by BHEL against Contractor viz., legal, Contractual, BHEL Policy / Procedural Actions in whatsoever manner as deemed fit.

1)Vendors not having PF Registration /ESI Registration / labour license (as applicable) shall immediately get registered after award of work to comply with statutory requirements.

2)If vendor fails to get PF / ESI Registration and Labour License (As applicable) within 30 days of award of work, EMD / SD shall be forfeited and penal action shall be taken as per Extant rules of BHEL.

The bidder shall sign on all the copies of technical bid and affix his seal

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**ANNEXURE-IB**

**PART-I (TECHNO COMMERCIAL BID)**

**SCOPE OF WORK AND TECHNICAL TERMS & CONDITIONS**

**BILL OF QUANTITY**

| SL NO | Description of Work                | UOM   | Approximate Qty. |
|-------|------------------------------------|-------|------------------|
| 1     | Canteen Services at BHEL trichy-14 | Month | 24               |

**SCOPE OF WORK:**

1. The Works Contract pertains to Cleaning, Washing and other incidental services in different shifts in the four Main Canteens of BHEL (19, 58, 24 and 18 canteens) and peripheral dining halls (79, MHD, HRDC, CCDP, CIVIL, MEDICAL, RPS, WRI, 53, UNITII), Organic Waste Converter Machine operation, tea distribution at required areas and other services.
2. The details of works involved are Cleaning of soiled plates & other utensils, cleaning of cooking equipment, walls and floors of all canteens and Dining Halls, Canteen surroundings, Operation of organic waste converter machine, Distribution of tea at various tea points and also other incidental work that are required in the respective Canteens and Dining Hall services on all working days of the Canteens and also on Sundays and Holidays as required by the respective Head of Canteen.
3. For smooth and successful execution of the above services, the contractor has to arrange for requisite supervision of all the above works at his cost. All the employees in the contract will have to work in round the clock shifts.

**Technical Terms & Conditions**

1. The contractor shall engage sufficient number of competent employees
2. Atleast 30 persons each for 19, 58 canteens (of whom 2 persons will be supervisory personnel in each canteen),
3. Atleast 73 persons for 24 canteens, its peripheral dining halls and Unit II Canteen (of whom 2 will be supervisory personnel) and
4. Atleast 15 persons for 18/SSTP canteen (of whom 1 person will be supervisory personnel) Above manpower is indicative of the quantum of job-
5. To further clarify, payment will be made based on the man days worked as per the actual attendance. For the estimation purpose of vendors, the tentative man days required at each canteen per month are furnished below: -
  - For 24 & Peripheral Dining halls including Unit II Canteen : 1977 man days for each month (including 02 supervisory man days for each working day)
  - For 19 canteen : 847.5 man days for each month (including 02 supervisory man days for each working day)
  - For 58 Canteen : 847.5 man days for each month (including 02 supervisory man days for each working day)
  - For 18 Canteen : 456 man days for each month (including 01 supervisory man day for each working day)

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6. The contract workmen shall wear an acceptable uniform & 1 no. of sandak chappals (to be worn in the Kitchen) & 1 no. of Hawai chappals (to be worn while using the rest room) provided by the Contractor to carry out the works contract of cleaning, washing, and other services of BHEL Canteens, and supervision thereof.
7. The contractor has to ensure that a minimum of 2 sets of uniform is provided to workmen every year. The uniforms should be provided as follows:
  - A. WORKERS : PLAIN MAROON PANT AND SHIRT, YELLOW CAP, 1 pair of SANDAK CHAPPAL & 1 pair of HAWAI CHAPPALS
  - B. SUPERVISORS : CHECKED SHIRT MAROON & SANDAL YELLOW CAP, 1 pair of SANDAK CHAPPAL & 1 pair of HAWAI CHAPPALS
8. Expenses on account of payment of salary / wages / provision of food for the Contractor's employees / Uniform / Personal Protective Equipment, and other benefits including statutory payments like PF, ESI, Holiday wages, Gratuity, Bonus, etc., to the employees engaged by the Contractor shall be borne by the Contractor.
9. An amount of Rs.5/- per person per day is payable as charges towards the food availed by the contract workmen. The contractor shall have full control over his employees including the right to appoint, determine service conditions, discipline, discharge, dismissal etc.
10. Contractor should ensure that his employees follow all rules and regulations related to safety and security. He should issue cleaning towels for his workmen for the purpose of table cleaning.
11. Contractor has to ensure that no individual suffering from any communicable disease or any disability likely to result in contamination of the raw materials, implements, equipment or finished product, is employed.
12. All the employees should be protected against communicable diseases with preventive inoculation/vaccination.
13. Daily cleaning status report to be maintained both by the Canteen Head as well as by the Contractor for recording the daily Cleaning status and to note down the deficiency in service, if any. The monthly bill of the contractor will be certified for payment by the respective Canteen Heads based on the above records only.
14. The contractor shall
  - i. Arrange to deploy Supervisors for supervision of the work allotted to their employees and ensure completion of the work
  - ii. Ensure that the workmen are not changed frequently unless otherwise un-avoidable.
  - iii. To ensure their own supervisors should be available for Night shift also for monitoring and execution of their works by their workmen.
15. The contractor has to be capable of prompt execution of works employing appropriate manpower within short notice during urgent requirement.
16. The contractor has to ensure execution of work during Sundays and Holidays also as per the requirement, employing appropriate manpower
17. The contractor shall ensure discipline and good work culture of their workmen during execution of work.
18. Work shall be assigned to workmen through supervisor only and it is the responsibility of contract supervisor to complete the assigned work. On completion of assigned work, the supervisor should report to concerned Canteen In charge.
19. The contractor or his crew should handle the machinery and other equipment's entrusted to them by BHEL, Trichy with utmost care and return them safely after execution of stipulated work. The cost of damage repair due to improper handling of machinery and equipment will be recovered from the

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contractor.

20. BHEL, Trichy reserves the right to alter any of the terms & conditions of the contract and any such changes will be intimated to the contractor from time to time.
21. BHEL, Trichy reserves the right to cancel / terminate the contract at any time in case of any non-conformance.
22. The contractor should maintain a 'Work Diary' containing the details of work executed by him from time to time on daily basis and obtain the signature from official concerned nominated for this purpose for having executed the work correctly to our satisfaction.
23. The proof of execution of work should be submitted along with each bill (printed form) with covering letter and proof for execution of work.
24. The bill should be submitted within a week after execution of work during the calendar month - one bill per month.

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## **PART-I (TECHNO COMMERCIAL BID)**

ANNEXURE-IC

### **GENERAL TERMS & CONDITIONS OF CONTRACT**

#### **1. Definition:**

In these General Conditions of Contract, the following terms shall have, I meaning hereby assigned to them, except where the context otherwise requires:

- a) The "Contract" means, the documents forming the tender and acceptance thereof, together with all the documents referred to therein including general and special conditions to contract. All these documents as applicable taken together shall be deemed to form one contract and shall be complementary to one another.
- b) The "Work" means, the work described in the tender documents in individual work orders as may be issued from time to time to the contractor by the Officer-In charge within the power conferred upon him including all notified or additional items of works and obligations to be carried out as required for the performance of contract.
- c) The "contractor" means, the individual Firm or Company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the persons composing the firm or Company or the successors of the firm or company and the permitted assigns of such individual or firm or Company.
- d) "The Officer-In charge" means, the Officer deputed by the respective area **HOD** to supervise the work or part of the work.
- e) "Approved" and "Directed" means, the approval or direction of the respective area **HOD** or person deputed by him for the particular purposes.
- f) "BHARAT HEAVY ELECTRICALS LIMITED" (hereinafter referred to as BHEL) shall mean the Board of Directors, Chairman, Executive Director, General Manager or, other Administrative Officer of the said Company including DGM / WCM authorised to invite tenders and enter into contract for works on behalf of the Company.
- g) The "Contract sum" means, the sum accepted or the sum calculated in accordance with the prices accepted in tender and / or the contract rates as payable to the contractor for the execution of the work during the currency of the contract.
- h) A "week" means, Seven Days, without regard to the number of hours worked or not worked in any day in that week.
- i) A "day" means, the day of 24 hours (TWENTY FOUR) irrespective of the number of hours worked or not worked in that day.

#### **2. Heading to the Contract Conditions:**

The heading to these conditions shall not affect the interpretations thereof.

**3. DEVIATIONS:** The contractor shall not carry out any work not covered by schedule except in pursuance of the written instructions of the respective area HOD/WCM. No such work shall be valid unless the same has been specifically confirmed and accepted by BHEL in writing and incorporated in the Contract.

#### **4. Work To Be Carried Out:**

The Contract shall include all labour which may be required for the execution of the work.

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The Contractor will be deemed to have satisfied himself as to the nature of the site, local facilities of access and all matters affecting the execution of the work. No. extra charges consequent on any misunderstanding in these respects or otherwise will be allowed.

**5. Assignment of Transfer of Contract:**

The Contractor shall not, assign or transfer the contract or any part thereof, or any share, or interest thereon to any other persons.

**6. Sub-Contract:**

The Contractor shall not sublet any portion of the contract.

**7. Compliance to Regulations and Bye-Laws:**

The Contractor shall confirm to the provisions of any statute relating to the work and regulations and Bye-laws of any local authority. The Contractor shall be bound to give all notices required by statutory regulations or by-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

**8. Earnest Money Deposit (EMD) & Security Deposit (SD):**

**Earnest Money Deposit (EMD):**

Tender must be accompanied by Earnest Money for the amount mentioned in tender notice, pledged to BHEL, Trichy in any of the forms mentioned below.

**Modes of Deposit:**

The EMD shall be accepted only in the following forms:

- a) Cash deposit as permissible under the extant Income Tax Act (before tender opening)
- b) Electronic Fund Transfer credited in BHEL account (before tender opening)
- c) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer)

**Forfeiture of EMD:**

EMD by the tenderer will be forfeited as per tender documents if

- i) After opening the Tender, the Tenderer revokes his Tender within the validity period or increase his earlier quoted rates.
- ii) If only, a part of the work included in the tender has been awarded to the tenderer and the tenderer refuses to take up the work the amount of Earnest Money to be forfeited will be based on the value of the contract so awarded.
- iii) The Tenderer does not commence the work within the period as per LOI / Contract. In case the LOI / Contract is silent in this regard then within 15 days after award of Contract.

**General Terms related to EMD:**

Earnest Money Deposit (EMD) will not carry any interest.

Earnest Money Deposit (EMD) of the successful tenderer will be retained as part of Security deposit.

The Earnest Money Deposit (EMD) will be refunded to the unsuccessful tenderers within 15 days of acceptance of the award of work by successful tenderer / expiry of offer validity period

**Security Deposit (SD):**

The contractor whose tender has been accepted shall, within seven days of receipt of the notification of acceptance of his tender, should deposit Security deposit @ 5 % of Contract value.

EMD of the successful tenderer shall be converted and adjusted towards the required amount of **Security deposit (SD):**

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**Modes of Deposit:**

The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:

- 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 Indian 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)

**General Terms related to SD:**

The security Deposit will not carry any interest.

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

BHEL, shall not be responsible for any loss of securities due to liquidation or any other reason whatsoever or any depreciation in the value of the Securities while in their charge or for any loss of interest thereon.

NOTE: Acceptance of Security Deposit against Sl. No. (iii),(iv) and (v) above will be subject to hypothecation or endorsement on the documents (Signature of the Branch Manager must be present ) in favor of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.

All compensation or other sums of money payable by the contractor to BHEL under the terms of this contract or under any other contract with BHEL, may be deducted from the Security Deposit or realized by the sale of the securities or from the interest arising there from or from any sums which may be due or may become due to the contractor payable by BHEL, on any account whatsoever against this contract of any other contract with BHEL and in the event of his Security Deposit being reduced by reason of such deductions or sale as aforesaid, the Contractor shall within seven days thereafter make good in cash or in securities endorsed as aforesaid, any sum or sums by which the security Deposit has been so reduced.

In case of an Award of a Contract and if the Contractor fails to perform or does not comply with the Performance Evaluation Criteria, the Security Deposit will not be refunded / Bank Guarantee encashed.

**The Bank Guarantee shall be kept valid until the due date for refund of Security Deposit.**

**Security Deposit has to be deposited within 15 days of LOI/WO. Else EMD will be forfeited and may also attract the provision of "Suspension of Business dealings with Suppliers/Contractors".**

**9. GOODS & SERVICE TAX (GST) REGISTRATION & COMPLIANCE**

1. Supplier shall mention their GSTN registration number in all their invoices and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No which is linked/uploaded in GSTN network shall be clearly indicated), item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, etc.
2. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).

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3. A declaration to the effect that all invoice particulars are/were uploaded in the GSTN network/ portal & all tax liability as per GST rules and regulations have been and will be discharged, shall be mentioned in the invoice. If not mentioned in the invoice, a separate declaration shall be submitted as per the requirement of BHEL.
4. In case of discrepancy in the data uploaded by supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal) for the shortages or rejections in the suppliers, within the calendar month notified by BHEL.

For any such delay in availing of tax credit for reasons attributable to supplier (as mentioned above), interest (calculated @ SBI Base Rate + 6%) along with penalty if any will be deducted for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills.

#### **10. Orders under the Contract:**

All orders, notices etc. to be given under the contract shall be in writing, typescript or printed and if sent by registered post to the address given in the tender of the Contract, shall be deemed to have been served on the date, when in the ordinary course they would have been delivered to him. The Contractor shall carry out without delay all orders given to him.

#### **11. Contractor's Supervision:**

1. The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to BHEL Officials.
2. Orders given to the Contractor's agent shall be considered to have the same force as if they have been given to the Contractor himself.
3. The Contractor or his accredited agent shall attend when required without making any claim for doing so to the OFFICER-INCHARGE, to receive instructions.
4. The respective area HOD shall have full powers and without assigning any reason, requires the Contractor to immediately cease to employ in connection with this contract, any agent, servant or employee where continued employment is, in his opinion undesirable. The Contractor shall not be allowed any compensation on this account.

#### **12 Payment to employees engaged by the contractor:**

1. The Contractor shall remain liable for the payment of all wages and other payments in connection with the employees engaged by him and with regard to the work.
2. The Contractor shall comply with the applicable provisions of Payment of Wages Act-1936, Minimum Wages Act-1948, Employees' Liability Act-1938, Employees' Compensation Act-1923, Payment of Bonus, EPF and Miscellaneous Provisions Act-1952, Employees' State Insurance Act-1948 and other relevant Acts and rules framed, thereunder from time to time.
3. Contractor shall be responsible for making payment of wages within 7 days from the last day of wage period and shall obtain the signature at the end of entries in the wage register from area in-charge of contract operating department.
4. Contractor shall have/ obtain license under the Contract Labour (Regulation and Abolition) Act-1970.

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5. As per the circular issued by HR-Welfare/ BHEL dt 08.04.2014, the following additional wages per month has to be paid by the Contractor to his employees over and above the minimum wages declared by the Government of Tamil Nadu as:

- a) Unskilled : ₹ 3200/
- b) Semi-skilled : ₹ 3700/-
- c) Skilled : ₹ 4100/-

The above additional wages & minimum wages will also attract PF, ESI, Bonus etc.

**6. Contractor should ensure that atleast the prevailing minimum wages, as per the rules of Government of Tamil Nadu, which are applicable to General Engineering and Fabrication Industry and BHEL's additional wages, inclusive of bonus after remitting PF & ESI contributions, are paid to his employees ONLY in their respective bank accounts by means of NEFT/ RTGS/ IMPS.**

**While submitting the bills, the contractor should submit a proof of payment made to employees through bank, along with PF and ESI contribution challans to Welfare Section every month for effecting payment by BHEL. Otherwise payment to the bills will not be processed.**

**In addition, the contractor has to submit wage register as a proof for payment of Minimum wages and additional wages as per prevailing acts, for getting payment from BHEL**

To illustrate, at present the minimum wages as per the guidelines of government of Tamil Nadu plus BHEL's additional wages inclusive of bonus being paid to an **unskilled worker per day after remitting PF & ESI contributions, is ₹ 430/-** and for **supervisor is ₹ 471/-** which shall be the minimum amount per day that has to be paid to the employees' bank accounts.

**The above illustration is subject to change as and when the minimum wages are revised by the competent authority.**

### **13. Precautions against Risk:**

The Contractor shall be responsible for providing at his own expense for all precautions to prevent loss or damage from any and all risks and to minimize the amount of any such loss or damage and for the necessary steps to be taken for the said purpose.

### **14. Damage & Loss to Private Property & Injury to workmen:**

The Contractor shall at his own expense reinstate and make good to the satisfaction of the respective area **HOD** and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Employees Compensation Act or otherwise.

### **15. Laws Governing the Contract:**

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

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**16. Cancellation of Contract for Corrupt Acts:**

BHEL, whose decision shall be final and conclusive, shall without prejudice to any other right or remedy which shall have accrued, shall accrue thereafter to BHEL cancel the contract in any of the following cases and the Contractor shall be liable to make payment to BHEL for any loss or damage resulting from any such cancellation to the same extent as provided in the case of cancellation for default.

If the Contractor shall:

- a) Offer or give or agree to give to any person in BHEL service any gift or consideration of any kind, as an inducement or reward for doing or for bearing to do or for having done or for having borne to do any act, in relation to the obtaining or execution of this or any other contract for BHEL service,  
OR
- b) enter into a contract or understanding with any person in BHEL in connection with which commission has been paid or agreed to be paid by him or with his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to BHEL,  
OR
- c) To obtain' a contract with BHEL as a result of ring tendering or by non-bonafide methods of competitive tendering, without first disclosing the fact in writing to BHEL.

**17. Cancellation of Contract for Insolvency Assignment of Transfer or Subletting Of Contract:**

BHEL, without prejudice to any other right or remedy, which shall have accrued or shall accrue thereafter to BHEL, shall cancel the contract in any of the following cases:

If the Contractor,

- a) Being an individual or if a firm any partner thereof shall at any time be adjudged bankrupt or have a receiving order for administration of his estate, made against him or shall take any proceedings for liquidation or composition under any bankruptcy Act or assignment of his effects of composition or arrangement for the benefit of his creditors or purport to do so, or if any application made under any Bankruptcy Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him on behalf of his creditors.  
OR
- b) Being a Company, shall pass a resolution or Court shall make an order for the liquidation of its assets, or a receiver or Manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or Manager.  
OR
- c) Assigns, Transfers, Sublets or attempts to assign, transfer or sublet any portion of the work without the prior written approval of the BHEL.
- d) Whenever BHEL exercises the authority to cancel the contract under these conditions, BHEL may have the work done by any means at the Contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by the respective area **HOD**) being less than the contract cost, the advantage shall accrue to BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by the respective area **HOD** or the same shall be recovered from the Contractor by other means.
- e) In case BHEL carries out the work under the provisions of this condition, the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plants and / or labour provided by BHEL

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with an addition of such percentage to cover superintendence and establishment charges as may be decided by the respective area **HOD** whose decision shall be final and conclusive.

- f) Labour engaged by the contractor should be disciplined & exhibit good behaviour in dealing with employees of BHEL. Any misbehaviour or undesirable conduct of any person engaged by the contractor is reported, contractor shall change that person immediately or else it may even lead to termination of the contract & in such case security deposit will be forfeited as penalty.

### **18. Cancellation of Contract In Part or Full for Contractor's Default:**

If the contractor:

- a) makes default in carrying out the work as directed and continues in that state after a reasonable notice from the respective area **HOD** or his authorized representative:  
b) fails to comply with any of the terms & conditions of the contract or failure to comply orders after reasonable notice in writing with orders properly issued thereunder:

BHEL, May without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the contract as whole or in part thereof or only such work order or items of work in default from the contract. Whenever BHEL exercises the authority to cancel the contract as a whole or part under this condition, BHEL may complete the work at the contractor's risk and cost (as certified by the respective area

**HOD** which is final and conclusive) being less than the contract cost, the advantage shall accrue to BHEL. If the cost exceeds the money due to the Contractor under this contract, the Contractor shall either pay the excess amount ordered by the respective area **HOD** or the same shall be recovered from the Contractor by other means. In case BHEL carries out the work or any part thereof under the provisions of the conditions the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or labour provided by BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the respective area **HOD** whose decision shall be final and conclusive.

### **19. Termination of Contract on Death of Contractor:**

Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, or if the firm is dissolved or the company is liquidated, BHEL shall have the option of terminating the contract without compensation to the Contractor.

### **20. Special Power to Termination:**

If at any time after the award of contract, BHEL shall for any reason whatsoever not require whole or any part of the work to be carried out the respective area **HOD** shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the foreclosing of the work.

### **21. Submission and Processing of Bills:**

#### **Payment of Bills:**

1. Payment will be made after completion of work on pro-rata basis on acceptance and certification of bills by Canteen in charge.
2. Payment shall be made against Certification by respective area Canteen in charge.

The Contractor at the end of each month shall submit a bill in triplicate detailing the various items of work done during the month supported by the requisitions issued from time to time. The Contractor shall, once

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in every month, submit to the respective area **HOD** separately details of their claims for the work done by them up to and including the previous month which are not covered by their contract agreement in any of the following respects:

- a) Deviation from the items provided in the contract documents.
- b) Extra items / new items of work.
- c) Items in respect of which rates have not been settled. He should in addition furnish a clear certificate to the effect that the claims submitted by him as aforesaid cover all his claims and that no further claims shall be raised by him in respect of the work done up to and including the period under report. Payment will be at the sole discretion of BHEL.

**22. Along with bills, Contractors has to furnish copy of the following documents for further processing of bills:**

- a) Copy of payment challan of previous Month / Quarter as proof of deposit of GST along with a certificate from the Contractor that tax collected from BHEL has been remitted to tax authorities.
- b) Any other relevant document which is required from time to time as per BHEL requirement.
- c) If the Contractor is not registered for any statutory obligation and not liable thereto, then a declaration shall be submitted along with offer that they are within the threshold limit.

**20. Recovery from Contractor:**

Whenever under the contract, any sum of money, shall be recoverable from or payable by the Contractor, the same may be deducted from or any sum then due or which at any time thereafter may become due to Contractor under the contract or under any other contract with BHEL or from his Security Deposit unless the contractor pays the claim on demand.

**23. Post- Technical Audit of Work and Bills:**

BHEL reserves the right to carry out the post-payment Audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc., and enforce recovery of any sum becoming due as a result thereof in the manner provided in the presiding sub- paragraphs. However no such recovery shall be enforced after three years of passing the final bill.

**24. Refund of Security Deposit:**

The Security Deposit may be refunded to the Contractor after completion of the contract provided, after the Contractor shall first have been paid the last and final bill and have rendered a "NO DEMAND CERTIFICATE".

**25. Force Majeure Clause:**

If, at any time during the continuance of this Contract the performance in whole or in part by either party of any obligations under this Contract shall be prevented or delayed by reason of any War, Hostile acts of the public enemy Civil Commotion, Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, Earthquake etc. ) then provided notice of happening of any such event is given by either party to other within 7 days from the date of occurrence thereof neither of the parties shall by reason of such event be entitled to terminate this Contract or claim for damages against the other in respect of such non-performance or delay for such period. Performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event, claims for

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extension of time may be granted for periods considered reasonable by the respective area **HOD** at his discretion subject to prompt notification by the contractor.

#### **26. Arbitration:**

All disputes between the parties to the contract, arising out of or relating to the contract, other than those for which the decision of the respective area **HOD** or Accepting Officer or any other person is by the contract expressed to be final and conclusive shall after written notice by either party to the contract to the other party be referred to the Arbitrator, to be appointed by the GENERAL MANAGER of BHEL in his sole discretion. Unless the parties otherwise agree, such reference shall not take place until after the completion, alleged completion or abandonment of the work of the determination of the contract. The venue of Arbitration shall be such a place or places, as may be fixed by the Arbitrator in his sole discretion. The award of the Arbitrator shall be final, conclusive and binding on both parties to the contract.

#### **27. JURISDICTION:**

In case of any suit or other legal proceedings arising under or relating to this Contract, the courts at Trichy, Tamil Nadu only shall have the Jurisdiction and is only after exhausting the, Arbitration, Clause 26.

#### **28. SECRECY OF CONFIDENTIAL INFORMATION:**

The Contractor undertakes and agrees that he/it will not disclose or reveal in part or full the proprietary/confidential information, which terms shall mean and include patents, trademarks, service marks, registered designs, copyright, design rights, know-how, confidential information, trade and business names and any other similar protected information of BHEL received during negotiation or currency of the contract to any third party or governmental authorities without written permission from BHEL. In the event of termination or expiry of the contract, the contractor shall return all proprietary/confidential information to BHEL. This clause shall survive termination or expiry of the contract.

BHEL reserves the right to initiate appropriate action including legal proceeds / termination of contract, recovery of damages, penalties etc., if the contractor is found guilty / wrong usage of the documents given by BHEL for any unauthorised activity.

#### **29. Signing Of Contract:**

Each contract document shall be signed by the Contractor with his usual signature. Contract by partnership or Hindu Joint Family firm, may be signed in the FIRM'S name by the Managing Partner or all /one of the Partners on behalf of the firm or the Karta or Manager for HUF as the case may be. Contract by a Company shall be signed with the name of the Company from a person authorised in this behalf and a Resolution or power of attorney or other satisfactory proof, showing that the person signing the Contract documents on behalf of the Company is duly authorised to do so, shall accompany the contract.

#### **30. LIQUIDATED DAMAGES (LD)/PENALTY:**

If the tenderer fails to provide services within the initial mobilization period (7 days) fixed in the tender and indicated in Work Order or at any time repudiates the contract then BHEL, without prejudice to any other right or remedy available to it under the contract, may at its discretion shall have right to

- Recover from the Contractor, liquidated damages and not by way of penalty, a sum of 0.5 % (half percentage) of monthly value of the contract per week of delay in mobilization, subject to a

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maximum of 4 weeks. In such a case, BHEL may also terminate the contract and forfeit security deposit if delay extends beyond four weeks.

- Recover from the Contractor, liquidated damages and not by way of penalty an amount of Rs.500/- (Rupees five hundred only) per day in the event of any delay in making the payment of any wages or dues to the contractual worker by the tenderer i.e. after 07th of subsequent month.
- Recover from the Contractor, liquidated damages and not by way of penalty a sum of Rs.1000/- per day for each such default, if the tenderer fails to carry out the activities mentioned in the contract with less number of employees than required by canteen, on any day during the contract period.
- The total of these recoveries under aforesaid clauses shall be limited to maximum 10% of the contract value.
- In case of any change of order value, LD shall be subject to a maximum of 10% of the revised order value.

### **31 FRAUD PREVENTION POLICY**

The Bidder along with its associate / collaborators / 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 fraud or suspected fraud as soon as it comes to their notice".

Fraud Prevention policy and List of Nodal Officers shall be hosted on BHEL website, vendor portals of Units / Regions intranet.

### **32. SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS / CONTRACTORS:**

Penal action can be initiated on the suppliers / Contractors in line with extant 'Guidelines for Suspension of Business Dealings with Suppliers/ Contractors. The abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' has been uploaded on <http://www.bhel.com> on "supplier registration page".

### **33. RISK PURCHASE:**

- a) In the event of any successful Tenderer's failure to fulfil any of the tender / Contract obligations as per Contract / Agreement, BHEL may entrust the job to alternate vendor and get it completed to meet the BHEL requirement and additional expenditure, if any, including consequential cost viz., demurrage etc., will be fully recovered from the Contractor who failed to complete the job in line with the Contract.
- b) The decision of BHEL with regard to the actual losses / consequential expenditure incurred by BHEL shall be final and binding on the Contractor.

**In case vendor fails to fulfil any of the tender / Contract obligations as per Contract / Agreement, contract shall be cancelled and SD shall be forfeited**

### **34. Biometric Entry/Exit System for Contract Workmen:**

1. The Entry/Exit of the employees engaged by contractor is to be regulated only through Biometric system.
2. The Contractor initially will be issued with a temporary gang pass for his/her employees for a period of ten days.
3. The contractor should arrange photo coverage for all his/her employees within the above stipulated time.
4. The contractor has to submit FORM-I for all his/her contract employees. All the particulars required in FORM-I are to be provided by the contractor without fail.

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5. Every employee of the Contractor shall be provided with Employment Card as per Form XIV (as per Rule 76 of the Contract Labour (Central) Rules, 1971 and the contractor shall instruct its employees to carry the Employment Card as well as Entry Card without fail, while entering/exiting factory.
6. The contractor should educate his employees in registering the attendance through the system.
7. Whenever a contract employee migrates or leaves service of the contractor, the contractor has to surrender the biometric card of the particular employee to Contract Cell with immediate effect, without fail.
8. On completion of the work, the contractor has to surrender all the biometric entry cards issued to its employees immediately to the contract cell. Otherwise, an amount of Rs.100/- per card will be deducted from the final bill/security deposit of the contractor.
9. If any contract employee lose his/her entry card, the contractor shall arrange a duplicate entry card for the employee by paying an amount of Rs.100/-.
10. The Contractor is totally responsible for the biometric cards issued to his/her employee.
11. The Contractor has to indemnify BHEL for all the damages and losses caused by his/her employees.

### 35. Notices of Accidents

In the event of an accident the Contractor shall be required to fill injury report and submit to the Canteen In charge immediately and ensure compliance of ESI / Workmen's Compensation of accident as per the Act. The Contractor shall get the Contract personnel engaged by him insured under workmen's compensation policy from any Insurance company in India before actually starting the work. The Insurance Coverage should be for the entire period of Contract. The Contractor shall comply with the provisions of the Workmen's Compensation Act 1923. (This should be read in connection with the provisions of ESI Act.)

### 36. Government Law's Covering Under This Contract.

#### 1. The Factories Act, 1948:

**Section 32:** Floors, stairs and means of access shall be properly maintained to ensure safety. Every place of working should have safe access. When any person has to work at a height from which he is likely to fall, provision shall be made, so far as is reasonably practicable, by fencing or otherwise, to ensure the safety of person so working.

#### 2. Tamil Nadu Factories Rules, 1950

**Rule 55:** Hoists and Lifts & Rule 55A. Lifting machines, chains, ropes and lifting tackles: Shall be maintained in good condition, thoroughly inspected and examined by competent persons and records to be maintained.

**Rule 57:** Excessive Weights: No person shall, unaided by another person, lift, carry or move by hand or on head, any material, article, tool or appliance exceeding the maximum limit in weight set out in the schedule (50 kg for adult male and 30 kg for adult female).

**Rule 61E:** Machinery and plant: No machinery, plant or equipment shall be constructed, situated, operated or maintained in any factory in such a manner as to cause risk of bodily injury.

**Rule 61F:** Methods of Work: No process or work shall be carried on in any factory in such a manner as to cause risk of bodily injury.

**Rule 61G:** Stacking and storing of materials etc.: No materials or equipment shall be stacked or stored in such a manner as to cause risk of bodily injury.

**Rule 61-K.** Examination of eye sight of certain workers: No person shall be employed to operate a crane or to give signals to crane operator unless his eye sight and colour vision have been examined and declared fit by a qualified ophthalmologist.

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**Rule 61-N and Rule 61- O:** Workers to be provided with Personal Protective equipment suitable for the hazards and should be of good quality / have certification by Indian Standard Institute.

**Note:** For the type of work envisaged, personal protective equipment such as helmet, safety shoes and gloves are essential.

**Rule 96:** Notification of accidents: Shall be complied with as required in the Factories Act (Section 88 and Section 88A) and Tamil Nadu Factories Rules.

The Contractor shall in respect of Personnel employed by him either directly or through sub-Contractors, comply with or cause to be complied with following statutory provisions and rules and in regard to all matters provided therein.

### **The Contract Labour (Regulation & Abolition) Act 1970 and the related Rules.**

- a. The minimum wages Act 1948 and the related rules
- b. The payment of wages Act 1936 and the related rules.
- c. The Factories Act 1948 and related Tamil Nadu Rules.
- d. The Employees' Provident Fund & Miscellaneous provisions Act 1952.
- e. The Employees State Insurance Act 1948.
- f. Workmen Compensation Act 1923
- g. Payment of Bonus Act 1965
- h. Maternity Benefit Act, 1961
- i. Payment of Gratuity Act, 1972
- j. Inter-State Migrant Workmen (Regulation of Employment & Conditions of Service) Act, 1979
- k. Equal Remuneration Act, 1976
- l. Industrial Employment (Standing Order) Act, 1960 (In case of engaging 100 or more personnel)
- m. The Industrial Disputes Act 1947

And any other law, or modifications to the above or to the rules made there under from time to time

### **37. Conditions Related to the Welfare of Labours**

- 1 The Minimum Wages as prescribed by the State Government from time to time and additional payment as per BHEL circular should be paid to the Contract Workers and the Wage and Attendance Registers should be produced to Welfare Section every month.
- 2 The contractor should remit the salary/wages of their workmen only through Bank, directly to the salary/savings account of the employee concerned. Wherever the number of contract workmen employed by the contractor is more than ten and the contract period is more than one month, monthly clearance will be given in respect of those contractors, only if the salary/wages to the workmen concerned has been remitted in the bank account of the workmen. The relevant Bank statement/proof for Bank payment should be produced along with PF and ESI challans every month.  
If the Contractor employs more than twenty employees, he has to obtain License to this effect from the Factory Inspectorate and renew the same periodically.
3. The Contractor will have to make payment to the Contract Personnel, as per minimum wages prescribed by the Government of Tamil Nadu from time to time and additional payment per month (over and above the minimum wage) as given below, any amendment to the government notification, from time to time will be applicable and become part and parcel of these conditions.

|             |       |           |
|-------------|-------|-----------|
| Unskilled   | ----- | ₹ 3,200/- |
| Semiskilled | ----- | ₹ 3,700/- |
| Skilled     | ----- | ₹ 4,100/- |

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4. The above additional wages & minimum wages will also attract PF, ESI, Bonus etc.
5. The Contractor should follow and comply with Minimum Wages, ESI, PF, Bonus, Group Insurance and other statutory regulations as stipulated in Factories Act and other applicable State / Central Governments' rules & regulations.
6. Each contract employees must have his own PF and ESI Codes and comply with the relevant Acts.
7. The Contractor has to remit PF for his workers for the same amount which he paid as total wages to the employees on monthly basis. He has to remit 13.61% from his side and deduct 12% of Wages from the monthly wages of the employees and a total of 25.61% of monthly wages should be remitted as PF i.r.o. each employee.
8. ESI Payment should be at the rate of 6.5% of monthly wages of the employee. This comprises the contribution at 1.75% of wages from the employee and 4.75% of wages from the Contractor.
9. The Contract workers should be fully aware of safety measures and observe all safety precautions during work. The Contractor should also make his own arrangements to provide requisite safety devices to the workers, based on the nature of work. Any accident / incident occurring to his workers in Company's premises should be reported in writing by the Contractor to Safety, Welfare and Line Executive concerned.

### **38. Common Terms and Conditions for Works Contract relevant to Safety:**

1. All the Contract employees should be trained on Safety and certified by Safety/BHEL. New employees should undergo Safety Training before take up the work, without Safety Training no contract person is allowed to do any work.
2. Use of cell phones and other mobile electronic devices (including hands-free devices) in the work spot and during the operation of a vehicle in the BHEL premises is prohibited.
3. Contract employees working on BHEL premises must wear appropriate personal protective equipment. Strict adherence to all required Personal Protective Equipment (Helmet, Safety Shoes and Goggles) are mandatory, specific PPE requirements will be based on job type or tasks performed.
4. Excessively loose-clothing, dhoti/Lungi is prohibited especially around rotating or moving equipment.
5. The contractors' work area should be kept clean and orderly, free of clutter and trash, so that work may proceed in a safe and orderly manner. Tools should be safely positioned during use and promptly put away when no longer required.
6. Fire-fighting, emergency shutdown devices, and life-saving equipment, should not be blocked by the contractor/employees and access to the path to this equipment should be maintained at all times.
7. Only approved equipment should be used in locations where flammable mixtures are present. A Hot Work Permit is required when open flames, or electric arcs are in the work area and while handling flammable materials.
8. Smoking is not allowed in work area.
9. BHEL operate under a comprehensive Emergency Response Plan. Contractors should be aware of the site Emergency Response Plan and communicate that plan to all their employees.
10. It is recommended that the contractor should know & display the emergency phone numbers like Fire, Ambulance, Safety, Security etc. at their work area.
11. It is the responsibility of the contractor to understand and use the appropriate Work Permits and to verify any permit requirements at the location. Contractor must make necessary arrangements with their Representative to acquire appropriate authorization to perform those operations at the site.

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**PART-I (TECHNO COMMERCIAL BID)**

**ANNEXURE-ID**

**SPECIAL TERMS & CONDITIONS OF CONTRACT**

**1. Criteria for Award of Work:**

The evaluation of Offer for award of work shall be on the basis of "Total Cost to BHEL". **Package Wise L1 based on "Net Cash outflow to BHEL after taking into account applicable Taxes and Duties**

The quantity mentioned in BOQ / Price bid is tentative. BHEL reserves the right to increase or decrease the quantity during award of work or issue work order in phase manner as per requirement of BHEL.

**2.0 Splitting of Contract:**

**2.1** The work shall be divided amongst vendors agreeing to match their rate to that of L1 as per their merit.

**2.2** The number of vendors amongst whom contract will be divided will be as per Tender Notice. In case nothing been spelt about tender splitting it shall be assumed that No splitting is proposed.

**2.3** Following procedure shall be followed for splitting the contract:

- i) The L1 rate shall be counter offered to technically qualified vendors for their acceptance based on their merit and the proposed no. of splitting of contract.
- ii) The contract shall be divided amongst the vendors giving acceptance to counter offered rates.
- iii) H1 vendor shall not be considered for counter offering of L1 rate for acceptance.

**2.4** The splitting of contract amongst vendors who accept the counter offered rates.

1. For Item No 1: (: "WORKS CONTRACT FOR "CLEANING, WASHING AND OTHER INCIDENTAL SERVICES IN CANTEENS & PERIPHERAL DINING HALLS OF BHEL TRICHY FOR 2017-19".), the proposed splitting is as follows:

| Sl No:  | No. of vendors agreed for matching their rate to L1 rate: | % of Contract Value to be awarded to L1   | % of Contract Value to be awarded to L2 |
|---------|---|---|---|
| Case 1: | 2   | 58.94%<br>(For canteen 18 & 24 including all peripheral dining halls including Unit-II Canteen) | 41.06%<br>( For canteen 19 & 58)        |
| Case 2: | 0   | 100%  | NA                                      |

**2. METHOD OF EVALUATION OF PRICES**

**Priority / Ranking**

1. The sum of basic rates i.e. (Package) for works including all charges, incidentals etc., exclusive of Goods and Service tax will be the basis for deciding Tender priority (Deciding the L1 Bidder).

**3. Participation.**

1. **The Parties who have been suspended or black listed or issued with "Show Cause Notice "by BHEL Trichy-14 or any other BHEL Unit will not be allowed to participate in the Tender and the bidder should declare the same in the Tender. Even during the course of evaluation / finalization**

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of Tender if it is found that some of the parties are black listed / barred from business transactions / under business hold, BHEL will not consider them for further participation in the Tender.

#### **4. Rate Finalization**

1. Lowest prices received against BHEL Tenders need not be the acceptable to BHEL and in that case BHEL would not be considered the same for award of Contract. BHEL would negotiate or re-float the Tender opened if L1 price is not the lowest acceptable price to them inter-alia other reasons.
2. BHEL will finalize the rates through price bid opening. Hence Tenderers are requested to give their best prices at the first instant itself.
3. In the event of the final L1 prices are not reasonable / acceptable to BHEL, BHEL also may resort to short closure of this open Tender.

#### **5. DISCREPANCY IN WORDS & FIGURES- QUOTED IN PRICE BID:**

- I. If, in the price structure quoted for the required goods / services / works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- II. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- III. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (I) and (II) above.

(d) If there is such discrepancy in an offer, the same will be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

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ANNEXURE-1E

## INTEGRITY PACT (AGREEMENT FORMAT)

### INTEGRITY PACT

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#### Between

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Siri Fort, New Delhi - 110049 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

#### and

.....(description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

#### Preamble

The Principal intends to award, under laid-down organizational procedures, Contract/s for .....  
.....The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint independent External Monitor(s), who will monitor the tender process and the execution of the Contract for compliance with the principles mentioned above.

#### Section 1- Commitments of the Principal

1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

A. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

B. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

C. The Principal will exclude from the process all known prejudiced persons.

1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

#### Section 2 - Commitments of the Bidder(s)/ Contractor(s)

2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

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- The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender Process or during the execution of the contract.
- The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant IPC/ PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- The Bidder(s)/ Contractor (s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

2.2 The Bidder(s)/ Contractor (s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3 - Disqualification from Tender process and exclusion from future Contracts**

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors" framed by the Principal.

### **Section 4 - Compensation for Damages**

4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/Bid Security.

4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

### **Section 5 - Previous Transgression**

5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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### **Section 6 -Equal treatment of all Bidders/ Contractors / Sub-Contractors**

6.1 The Bidder(s)/ Contractor(s) undertake(s) to obtain from all subcontractors a commitment consistent with this Integrity Pact and report Compliance to the Principal. This commitment shall be taken only from those sub-contractors whose contract value is more than 20 % of Bidder's/ Contractor's contract value with the Principal. The Bidder(s)/ Contractor(s) shall continue to remain responsible for any default by his Sub-contractor(s).

6.2 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

6.3 The Principal will disqualify from the tender process all Bidders who do not sign this pact or violate its provisions.

### **Section 7 - Criminal Charges against violating Bidders/ Contractors /Sub-contractors**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

### **Section 8 -Independent External Monitor(s)**

8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.

8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Contract documentation of the Principal including that provided by the Bidder(s) / Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-Contractor(s). The Monitor is under Contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality,

8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

8.5 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or heal the situation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

8.6 The Monitor will submit a written report to the CMD, BHEL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

8.7 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.

8.8 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant IPC / PC Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

Name of Works: "WORKS CONTRACT FOR "CLEANING, WASHING AND OTHER INCIDENTAL SERVICES IN CANTEENS & PERIPHERAL DINING HALLS OF BHEL TRICHY FOR 2017-19".

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8.9 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.

8.10 The word 'Monitor' would include both singular and plural.

**Section 9 - Pact Duration**

9.1 This Pact begins and shall be binding on and from the submission of bid(s) by Bidder(s). It expires for the Contractor 12 months after the last payment under the respective contract and for all other Bidders 6 months after the contract has been awarded.

9.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified as above, unless it is discharged/ determined by the CMD, BHEL.

**Section 10 - Other Provisions**

10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.

10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

10.5 Only those Bidders / Contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

.....  
For & On behalf of the Principal  
(Office Seal)

.....  
For & On behalf of the Bidder/ Contractor  
(Office Seal)

Place-----

Place-----

Date-----

Date-----

Witness:.....  
(Name & Address).....

Witness:.....  
(Name & Address).....

.....

.....

.....

.....

Name of Works: "WORKS CONTRACT FOR "CLEANING, WASHING AND OTHER INCIDENTAL SERVICES IN CANTEENS & PERIPHERAL DINING HALLS OF BHEL TRICHY FOR 2017-19".

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## PART-I (Declaration)

### ANNEXURE-A

**Note: The following Declaration to be typed on the contractor's Letter Head, duly signed & stamped and to be attached along with your Technical bid of the tender.**

-----  
**Name of Works:** "WORKS CONTRACT FOR "CLEANING, WASHING AND OTHER INCIDENTAL SERVICES IN CANTEENS & PERIPHERAL DINING HALLS OF BHEL TRICHY FOR 2017-19"

**Enquiry No:** 9471700098 / 04.11.2017

### DECLARATION

We M/s. .... do hereby confirm the following points with ref to the above works, if ordered on us.

1. We do hereby confirm that we will pay (i) atleast the minimum wages (minimum basic wages + minimum DA) to all the persons engaged (Un Skilled / Semi Skilled / Skilled /Supervisor category) by us in the above contract as per the Tamilnadu Government Minimum Wages Act - 1948 & also as per any revisions made by the State Govt. from time to time and (ii) Additional Wages as per HR / BHEL circular ref: BHE: HR: W: EW dt 08.04.2014 and (iii) Bonus once in a year as per the Bonus Act-1965.
2. ESI, PF & Bonus (both Employer and Employee contributions) amounts are to be remitted for total wages to be paid as mentioned in (i) & (ii) of point 1 and challans to be produced along with invoices for all the respective persons engaged in the above contract.
3. The rate quoted in this tender will remain firm throughout the entire Contract period and no extra payment will be claimed from BHEL under any circumstances from our end. Any increase of DA / wages / other payments to be made to the persons engaged in the contract as stipulated in the Acts / circulars already released / to be released at a later date during the contract period will be paid by us during the period of contract.
4. We, the contractor, will disburse the salary/wages to all the persons engaged in the contract ONLY through banking channel in their respective accounts & the relevant Bank statement / proof for Bank payment will also be produced along with PF and ESI challans to the Welfare Section every month for processing our invoices for payment.
5. In case we fail to pay the minimum wages to all the persons engaged in the contract which includes Minimum wages and Additional wages with ESI and PF (both Employee and Employer contributions) for every month and Bonus once in a year as per the bonus Act, BHEL has the right to recover from the outstanding payments to us either under this Contract or in any other Contract(s) or from Security Deposit or from both. In case this amount is insufficient for such recoveries, we shall make good the balance amount by actual payment. In addition BHEL, Trichy may recover the said amounts through other running contracts from BHEL's sister units.
6. We also confirm to all the Terms & Conditions as per your above referred Enquiry & as per our offer submitted against the same.

Contractor

(Signature with Seal)  
Contractor Signature

Name of Works: "WORKS CONTRACT FOR "CLEANING, WASHING AND OTHER INCIDENTAL SERVICES IN CANTEENS & PERIPHERAL DINING HALLS OF BHEL TRICHY FOR 2017-19".

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**PART-I (No deviation certificate)**

**ANNEXURE-B**

**Note: The following Declaration to be typed on the contractor's Letter Head, duly signed & stamped and to be attached along with your Technical bid of the tender.**

-----  
**Name of Works:** WORKS CONTRACT FOR "CLEANING, WASHING AND OTHER INCIDENTAL SERVICES IN CANTEENS & PERIPHERAL DINING HALLS OF BHEL TRICHY FOR 2017-19

**Enquiry No:** 9471700098 / 04.11.2017

We M/s. .... do hereby declare that we do not have any deviations to the tender terms and conditions as per

1. Annex-1A (Technical Bid-Qualifying Criteria)
2. Annex-1B (Scope of Work & Technical Terms and Conditions)
3. Annex-1C (General Terms & Conditions of Contract)
4. Annex-1C (Special Terms & Conditions of Contract)

We have read and clearly understood all the Terms and conditions in Tender Schedule of Enquiry No: 9471700098 Dt: 04.11.2017 and accordingly we accept the same without any Deviation what so ever.

Your Faithfully

Authorized signature  
with seal and address

Enquiry No: 9471700098 / 04.11.2017

## ANNEXURE-C

### EMD PAYMENT WIDE E-COLLECT

This explains how to make Payments to BHEL- Tiruchirapali and through SBI-Ecollect. Vendors (EMD and SD Payments payable by others) can utilise this facility. Payments can be made using Internet Banking, Debit Cards/Credit Cards etc. SBI Charges a minimum amount (Service Charge) for every transaction. This may vary according to the MODE selected.

#### **STEP BY STEP PROCEDURE:**

Login to <https://www.onlinesbi.com>

1. Select State Bank Collect available on the top ( pre login page )
2. Accept the terms and conditions and click "PROCEED"
3. Select State "TAMILNADU "and Institution type "INDUSTRY ".
4. Select "BHEL TRICHY under "INDUSTRY".
5. In the next page, Select APPROPRIATE category, fill details correctly & click "SUBMIT".
6. If all details entered are correctly populated, click "CONFIRM "to proceed.
7. Make payment as per your convenience. (Options available are payment of fees through SBI Net Banking, State Bank ATM cum Debit Cards / Other Bank Debit / Credit Cards and through SBI Branches).
8. SAVE & Keep the copy of receipt for future reference.

#### **HOW TO TAKE RECEIPT FOR A PAYMENT MADE, EVEN ON A LATER DATE:**

(PLEASE CHECK THE STATUS BEFORE MAKING PAYMENT SECOND TIME)

1. Login to [www.onlinesbi.com](http://www.onlinesbi.com)
2. Select State Bank Collect available on the top ( pre login page )
3. Accept the terms and conditions and click "PROCEED"
4. Select "PAYMENT HISTORY "option available on the left side of screen.
5. Using two options as mentioned below , you can get the receipt :
  - a. Type the same Date of Birth, Mobile Number which you have entered at the time of making payment through SB collect. Select the date range and submit.
  - b. If you know the payment reference number, then enter the Reference number (DU...) along with anyone information (Date of Birth / Mobile number, which you have entered at the time of making payment). Select the date range and submit.
6. In the next page, take print out of receipt.

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**ANNEXURE-D**

**PROFORMA (SAMPLE)**

**(ON BIDDER'S LETTER HEAD)**

---

REF:.....

DT:.....

**AUTHORIZATION LETTER FOR PARTICIPATING TENDER OPENING**

We, M/s..... (name of the Tenderer) hereby authorizing ..... (name of the representative) to participate in the Tender opening of BHEL Trichy **"WORKS CONTRACT FOR "CLEANING, WASHING AND OTHER INCIDENTAL SERVICES IN CANTEENS & PERIPHERAL DINING HALLS OF BHEL TRICHY FOR 2017-19" for Enquiry No : 9471700098 / 04.11.2017**

The representative's specimen signature is appended below & attested.

(Signature of the representative)

Authorized signature  
with seal and address

Name of Works: "WORKS CONTRACT FOR "CLEANING, WASHING AND OTHER INCIDENTAL SERVICES IN CANTEENS & PERIPHERAL DINING HALLS OF BHEL TRICHY FOR 2017-19".

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**Annexure-E**

To THE PURCHASE/CONTRACT EXECUTING AGENCY/BHEL ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS TRANSFER

|  |   |                                |
|--|---|--------------------------------|
| 1                                      | NAME & ADDRESS OF THE SUPPLIER / SUB-CONTRACTOR |                                |
| 2                                      | VENDOR CODE assigned by BHEL                    |                                |
| <b><u>Details of Bank Account:</u></b> |   |                                |
| 3                                      | NAME & ADDRESS OF THE BANK                      |                                |
| 4                                      | NAME OF THE BRANCH                              |                                |
| 5                                      | BRANCH CODE                                     |                                |
| 6                                      | MICR CODE                                       |                                |
| 7                                      | ACCOUNT NUMBER                                  |                                |
| 8                                      | TYPE OF ACCOUNT                                 | CURRENT A/C / OD / CASH CREDIT |
| 9                                      | BENEFICIERY'S NAME                              |                                |
| 10                                     | IFSC CODE OF THE BRANCH                         |                                |
| 11                                     | EMAIL ID  |                                |
| 12                                     | TELEPHONE/MOBILE NO.                            |                                |

**CERTIFICATE I** / We hereby agree to receive the payments due from BHARAT HEAVY ELECTRICALS LIMITED by the National Electronic Funds Transfer and/or RTGS Transfer mode by credit to my / our above mentioned Bank Account. I / We also agree that payments made to the above mentioned Account is a valid discharge of the liability of Bharat Heavy Electricals Limited. I / We also agree to bear the applicable Bank Charges for the above mode of transfer. **A copy of the cheque leaf/cancelled cheque leaf of the above account is sent herewith.**

AUTHORISED SIGNATORY WITH NAME SEAL

**Banker's Certification**

We confirm that we are enabled for receiving RTGS and NEFT credits and we further confirm that the account number of \_\_\_\_\_ (name of account holder), the signature of the authorized signatory and the MICR and IFSC codes of our Branch mentioned above are correct.

PLACE:

(Manager / Officer's)

DATE :

Signature Under Bank stamp and Name Seal

With Membership No.

(Telephone / Mobile No. \_\_\_\_\_ )

Forwarded to Accounts Dept. We confirm the above details are verified with the records available with us.

Signature of the BHEL Executive with Name Seal (Operating the Contract/Services)

Name of Works: "WORKS CONTRACT FOR "CLEANING, WASHING AND OTHER INCIDENTAL SERVICES IN CANTEENS & PERIPHERAL DINING HALLS OF BHEL TRICHY FOR 2017-19".

Enquiry No: 9471700098 / 04.11.2017

**PART-II (PRICE BID)**

**ANNEXURE-II**

| SL NO                                      | Description of Work   | UOM   | Approx. Qty. (a) | Rate / UOM (₹/UOM) (b)                         | Amount (₹) (c=a*b)                             |
|--|---|-------|------------------|--|--|
| 1  | Cleaning, Washing and other incidental services in canteens & peripheral dining Halls of BHEL | MONTH | 24               | ₹...../-<br>(In Words<br>₹.....<br>.....only.) | ₹...../-<br>(In Words<br>₹.....<br>.....only.) |
| Total amount ( Excluding GST ) (A) (₹)     |   |       |                  |  |  |
| GST @ ..... % (B) (₹)                      |   |       |                  |  |  |
| Total amount ( Including GST ) (C=A+B) (₹) |   |       |                  |  |  |

**NOTES**

- The rate quoted shall remain firm and throughout the valid for entire Contract period and no extra payment will be reimbursed to the contractor by BHEL. Any increase of DA/ wages to the contract labor shall be absorbed by the contractor themselves during the period of contract.
- The Tenderer has to quote the Rate / Unit only.
- The base rate should be quoted exclusive of GST and inclusive of any taxes and duties levied or to be levied both by Central and State Government authorities from time to time. GST will be paid extra on production of documentary evidence.
- Quotation should be valid for a period of 180 days from the date of Tender opening
- Evaluation of the offer shall be done on "Net Cash outflow to BHEL after taking into account applicable Taxes and Duties". The contract will be awarded to only one contractor based on the total value of the offer (package basis L1) In case of more than one L1 bidders, BHEL gets fresh revised reduced price bids from all such L1 bidders & ranking will be decided based on these revised bids. The new rates quoted should be lower than their previous L1 rates. In case if the revised bids submitted by L1 bidders is also same and none of the bidders are ready for further reduction in their rates, then L1 bidder will be selected on draw of lots.
- No other pre conditions along with your offer will be entertained by BHEL
- Contractor should ensure that atleast the prevailing minimum wages, as per the rules of Government of Tamilnadu, which are applicable to General Engineering and Fabrication Industry and BHEL's additional wages, inclusive of bonus after remitting PF & ESI contributions, are paid to his employees ONLY in their respective bank accounts by means of NEFT/ RTGS/ IMPS.

While submitting the bills, the contractor should submit a proof of payment made to employees through bank, along with PF and ESI contribution challans to Welfare Section every month for effecting payment by BHEL. Otherwise payment to the bills will not be processed.

In addition, the contractor has to submit wage register as a proof for payment of Minimum wages and additional wages as per prevailing acts, for getting payment from BHEL

Name of Works: "WORKS CONTRACT FOR "CLEANING, WASHING AND OTHER INCIDENTAL SERVICES IN CANTEENS & PERIPHERAL DINING HALLS OF BHEL TRICHY FOR 2017-19".

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To illustrate, at present the minimum wages as per the guidelines of government of Tamilnadu plus BHEL's additional wages inclusive of bonus being paid to an unskilled worker per day after remitting PF & ESI contributions, is ₹ 430/-and for supervisor is ₹ 471/- which shall be the minimum amount per day that has to be paid to the employees' bank accounts.

8. The above Illustration is subject to change as and when the minimum wages are revised by the competent authority.
9. The signature at the bottom of the rate schedule confirms that the Tenderer had read and accepted all the Terms and conditions in Tender Schedule, also rate quoted by vendor is inclusive of all taxes and duties levied excluding GST .
10. Applicable GST at the time of execution of contract shall be payable to vendor.