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(The Special conditions given hereunder, supersede the relevant terms & conditions given in “General Terms & Conditions and Statutory compliances”, where ever applicable).

1. Tender submission:


Tenders can be submitted personally or by Speed post / Registered post with acknowledgment. Tenders should be posted with due allowance for any postal delay. The tenders received after the due date and time of submission shall be rejected, even if there is any postal delay.

2. Special terms and Condition of contract :

- 2.1 The activities of cleaning work shall generally be carried out in 1st shift/ general shift as per the prescribed frequencies. However, depending upon requirement, working hours may be changed/ altered by BHEL and if required, the cleaning work may have to be done on Sundays/Holidays and also beyond working hours of general shift and in other shifts (i.e. 2nd and 3rd shifts) and the same shall be followed by the contractor without any claim for extra payment over and above the awarded rate.
- 2.2 The areas quantified as indicated in ANNEXURE-III & IV may vary $\pm 5\%$, There may be a variation to this extent on actual execution of work. However, no extra amount shall be payable or deductible on this account.
- 2.3 All cleaning Tools & tackles such as mugs, brooms, dust pans, toilet brushes, flat mops etc. and cleaning chemicals such as Harpic, Odonil, Napthalene balls, etc. shall be **free issue material by BHEL**. An indicative list consisting of these items with their quantities is given in **ANNEXURE-XII** for better understanding of the work. It will be the responsibility of the contractor to collect the material from departmental store and also return the unused or balance material as and when desired by the Engineer-In-charge. Adequate/sufficient quantity of Chemicals, Detergents, Consumables etc. provided by BHEL shall be used for the specified work by the contractor so as to have good quality of cleanliness as specified in the work schedule. This will be verified by BHEL.
- 2.4 If the contractor wishes to deploy any mechanised tool(s) or kit(s) other than that/ those issued to him by BHEL, he is free to do so after prior permission of Engineer-In-charge. However, any cost incurred on account of this shall not be payable by BHEL.
- 2.5 The Contractor shall submit daily cleaning report duly verified by the authorised representatives of user department and FCX. Cleaning report of all the shop floor toilets, roads, plinth protections, footpaths, parking spaces and all other areas which are not owned by any user department shall be endorsed by the authorised representative of FCX only. These reports shall form the basis of payment and penalty (if applicable) and hence are to be generated and maintained meticulously.
- 2.6 The contractor may be required to engage his workmen for spraying mosquito repellent like HIT etc. However, material shall be provided by BHEL in this case.
- 2.7 The contractor's supervisor shall report immediately in writing to the Engineer-In-charge of the department if he, during cleaning operation, comes across any damage in sanitary installations of toilets such as wash basin, WC, urinal pot, etc including plumbing items requiring repair and maintenance (Reporting format shall be given by BHEL).
- 2.8 The contractor shall ensure that the drivers that are deployed in the work are medically fit and holder of valid driving licence to operate these machines/vehicles.
- 2.9 Before the work gets underway through operation of machines / vehicles, The contractor shall check/ ensure that all the required RTO papers such as registration paper, insurance paper etc. are in order. If not in order, he will bring it to the notice of the engineer-in-charge immediately.
- 2.10 If on a particular day or for a particular period, there is no requirement or requirement of less/more numbers of drivers than the stipulated numbers as mentioned in clause 3(VIII) of NIT and confirmed in writing through an advance notice of 7 days by the engineer-in-charge, the contractor shall engage manpower accordingly. payment shall be effected to the contractor simply as per the actual attendance of manpower.

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- 2.11 A logbook shall be maintained by the contractor to keep a record of operation of machine / vehicle.
- 2.12 The contractor shall make his own arrangement to provide all the facilities such as uniform, transport etc. for his workers. The workers deployed under the contract shall, always wear, while on duty, uniform whose colour shall be distinctly different from that of BHEL uniform, failing which penalty shall be imposed @ Rs. 10.00 per number of workmen per day which shall be recovered from the contractor's bill.
- 2.13 The contractor shall present his labourers for inspection as and when required and shall be fully responsible for the conduct / discipline of labourers deployed by him. The contractor shall, at the instruction of Engineer-In-charge, immediately remove from the work any deployed person who misbehaves or causes any misconduct/ nuisance etc and in the opinion of the Engineer-In-charge is not fit to be retained in the work. Such a person shall not be employed again or allowed to work without prior written permission of the Engineer-In-charge.
- 2.14 The contractor and his labourers shall follow all safety rules while on work so as to prevent occurrence of any accident, as it may cause loss of life or damage to BHEL property. For this purpose, the contractor shall give sufficient training and instructions to his workmen so as to ensure proper use of safety equipments/PPEs (Personal Protective Equipments) by them. The contractor shall deploy trained/experienced workmen only.
- 2.15 It is incumbent upon the contractor or his supervisor to keep the department abreast with the progress of work on day-to-day basis.
- 2.16 **RECORD KEEPING** : The contractor shall, generally, maintain the following records:-
- I. Register for attendance of staff.
 - II. Log book/measurement register for the work done as per activity schedule.
 - III. Register for wage sheet.
- The above mentioned list of records is indicative and non-exhaustive. The contractor may have to maintain more records for statutory compliance and efficient/effective execution of the contract as per the instruction of the Engineer-In-charge.
- 2.17 The performance of the contractor and his employees/workmen shall be assessed periodically and the contractor shall be informed about it from time to time verbally or in writing. The cleaning work is subject to supervision by BHEL and subject to such time and period specified for each work by the BHEL and any irregularity observed or any area left un-cleaned, will entail deductions as per penalty clause.
- 2.18 The contractor shall take a certificate from the officer in-charge regarding performance each month for having finished cleanliness job satisfactorily and successfully.
- 2.19 Personal protective equipment including disposable clothing, shoes, gloves, etc. shall be worn during the cleaning activity. The contractor has to provide a distinct uniform and valid identity cards different from BHEL employees. The Uniform shall be kept in neat, tidy and wearable condition. Helmet shall be integral part of uniform.
- 2.20 The tenderer shall follow safety measure for carrying work at heights, handling chemical cleaning agents as per Labour Laws.
- 2.21 Short closure penalty - In case of completion of the contract below 90% of C.A. value without instruction of department, a lump sum penalty of 10.00% of C.A. value will be imposed on the contractor for leaving the work incomplete. GST will be charged extra on penalty.
- 2.22 The contractor shall be held responsible for damage of any sort caused to the property of BHEL due to negligence by him or his workmen/supervisor. Cost of all such damages shall be calculated by BHEL as per standard practice and recovered from the amount payable to him.
- 2.23 It is the responsibility of the contractor to give weekly-off and other holidays to his labourers as per the prevailing rules. He may, however, be required to depute labourers on all days including Sundays and other public holidays as per the instruction of Engineer-In-charge.
- 2.24 In case of persistent unsatisfactory performance of the contractor, the value of original award may be restricted to any amount and the contract may be short closed as decided by the Engineer-In-charge and the work for

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balance amount shall be got executed through other agency at risk and cost or with suitable punitive action as deemed fit by the department.

- 2.25 BHEL reserves the right to terminate the contract without advance notice depending upon the severity of the case for non compliance/ violation/ contravention of any of the provisions of labour laws, non-implementation of court orders or orders from labour law authorities received from time to time. BHEL may also initiate action for suspension of business dealings (Hold/ De-listing/ Banning) with the contractor in the event of failure on his part to discharge his contractual obligation based on the severity of the default.
- 2.26 If the contractor wants to withdraw from the contract before contract completion date due to personal reasons, he shall submit written request at least 4 (Four) months in advance to BHEL. Due to withdrawal from the contract, the contractor shall not be refunded EMD/security deposit. Other suitable penal action as deemed fit by the department may also be taken against him as per the prevailing contractual conditions.

3. PAYMENT OF WAGES :

Contractor shall be responsible for making payment of wages through Bank before expiry of 7 days from the last day of wage period and submit the Digital Transfer receipt to the authorised representative of contract awarding deptt. who shall record under his signature at the end of entries in the Register of wages in the following form

“Certified that the amount shown in column no. has been paid through Digital Mode on date

Cash payment for any work is not acceptable.


In case contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the security deposit /other dues under the contract can be utilized by BHEL to discharge the liability of the contractor.

Current MP government recommended Minimum wage per day in Rupees for contract labour :

Type of Worker	MP government recommended Minimum wages effective from 01-10-2020
Skilled (supervisor)	Rs. 409.00
Un skilled (Cleaner/Helper)	Rs. 323.00

The above rates revised by MP government in every month of April and October in a year. Contractor shall ensure the payment of statutory minimum wages, PF, ESI, Contribution to Labour Welfare Fund and bonus as per statutory requirements” as per Minimum wage circular issued from time to time.

- The bills for payment shall be submitted on monthly basis be made on a monthly basis as per the accepted rate based on the activities carried out as in the schedule of work duly making deductions, if any, for the various activities as mentioned in Penalty clause. In case of short deployment of man power the deductions shall be made on a daily basis.
For example : No of days x man power rate per day , wherever mentioned less penalty if any as per clause 4.0 below.
- The bidder is also requested to pay their workers through Bank to ascertain the wages paid after award of work.
- Successful bidder should follow the set guide lines of BHEL-HR(CLC), the final bill shall be released only after meeting all the compliances and payment of bonus to the workmen.
- The contract is a fixed price for quoted service charges. However Escalation of statutory wages declared by the Government of MP, PF, ESI and Labour Welfare fund contribution, from the time to time will be permissible.**
- The service charge quoted shall be inclusive of all other statutory payments, levies and all other Govt. taxes but Excluding Basic wage declared by Government of MP, PF, ESI, Labour Welfare fund contribution, bonus and GST as applicable. No additional/overtime/ waiting charges will be paid other than the service charge.

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- f. Bonus shall be payable as per Payment of Bonus Act 1965, on actual basis for the contract period on submission of proof of payment with the last bill of the contract and shall be restricted to the amount of **Rs.26.91/-** per day for workman and **Rs.34.07/-** per day for Supervisor as applicable. Instant arrangement nowhere intends to affix responsibility of payment of bonus on BHEL.
- g. Computer soft copy in word and excel format shall be also submitted apart from hard copy of bill. Payment shall be made after deduction of Income tax and other deductions as may be necessary as per the conditions of the contract.

4. **Penalty Clause :-** Penalty shall be levied for short deployment of working crew/supervisors (daily basis), poor quality of work, workers not wearing uniforms / safety gadgets and all other non-conformances of tender terms. Penalty will be applicable as per the description given below amount of penalty will be calculated on monthly basis and this amount will be deducted from running bill on monthly basis.

Sl. No.	Description	Penalty
1.	For non-deployment of workmen	1.5 times the awarded rate of workmen per day if deployment is less than 90% in a month
2.	For non deployment of supervisor /driver	1.5 times the awarded rate of supervisor per day if non-deployment is more than 3 days in a month for each supervisor/driver.
3.	For 'non-performance/below par performance of activities under scope of work as per ANNEXURE-II	For (i) Cleaning of Annexes/Offices/ Buildings : Rs. 0.40/- per sq. mtr. per day (ii) Cleaning of Toilets of Shop floors and Annexes/Offices : Rs.1.60/- per sq. mtr. per day (iii) Cleaning of Plinth Protections, Vehicle Parking, Roads & footpaths : Rs. 0.27/- per sq. mtr. per day.
4.	For not wearing uniform, etc. by the workmen, supervisors/driver etc.	Uniform- Rs. 10 per day per person.
5.	In case violation of safety norms	Rs. 1000 per person per incident

***Note :**

- I. In case the deployment is less than 90% in a month for workmen, penalty shall be calculated for total absence from the required deployment (as per work order x No. of working day in a month). 90% attendance shall be lower side of decimal point. However contractor may be asked to deploy maximum 10% extra manpower of required manpower in any exigency for which payment shall be made as per awarded rate but overall manpower deployment in a month should not be more than required deployment in a month.
- II. In case the non-deployment is more than 3 days in a month for each supervisor/driver, penalty shall be calculated for total absence from required deployment in a month.
- III. In case of short deployment of manpower (man days) by the contractor of less than 90% of stipulated manpower (man days) in a month during the contract and unsatisfactory/Non-Performance of work, Penal amount greater of the above two cases (Sl. No.1 and 3 of clause 4) shall be imposed.

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ANNEXURE-XII

S.No.	Cleaning materials	Unit	Approx. annual consumption (Nos.)
1	Coconut Broom 400 gm (Min.)	Each	2700
2	Phool Broom 350 gm (Min.)	Each	1890
3	Sanitary cube 250 gm	piece	1125
4	Rubber Choke pump inner dia 4" (min.) with PVC handle.	Each	45
5	Nylon Scrub Brush plastic handle double bend used for toilet cleaning	Each	432
6	Wet floor mop 10" width and 11" cotton soot length with steel handle, Make: BRW or equivalent	Each	1080
7	Wiper : Size - Width 400 mm (min.) , height- 53 mm (min.) and foam width-10 mm (min.) with PVC handle of minimum length-1080 mm, Make: BRW or equivalent	Each	432
8	Toilet rolls (150 gm x 2 ply) , Make: Terzo or equivalent	Each	432
9	Dr. Phenyl 450 ml pack	Each	6480
10	Odonil air freshner 50 gm pack	Each	2000
11	Harpic Liquid 500 ml pack	Each	2808
12	Dettol hand wash (original) 225 ml pack	Each	75.6
13	Dettol hand wash refill 200ml pack	Each	540
14	Lizol (3 in 1) 500 ml pack	Each	2000
15	Colin 500 ml pack	Each	324
16	Wheel detergent powder -1 kg pack	Each	1080
17	Room Freshner lovin 125 gm / 234 ml pack	Each	90
18	Mug -1 ltr (make: Neelkamal/Cello/Puma)	Each	270
19	Dust Pan. Size: Outer width 240 mm (Min.), Inner width 180 mm(Min.) and length 200 mm(Min.) excluding handle	Each	270
20	Bamboo in finished condition . Size , Dia :25 mm (min.) and length 1.60 metre (min.) used for sweeping of road	Each	162
21	Scotch brite (scrub pad), Size 7.5 cm x 10 cm	Each	270
22	Scotch brite floor cloth pochha (50 cm x 55cm)	Each	540
23	Napthalene Balls (White)	kg	162
24	Bucket shaped dustbin with cover and paddle opening arrangement . Size: Bottom outer dia 240 mm (Min.) and Height 300 mm (Min.)	Each	45

The above cleaning Tools & tackles and cleaning. shall be free issue material by BHEL.

Name & signature of the bidder
(Seal)