

भारत हेवी इलेक्ट्रिकल्स लिमिटेड
BHARAT HEAVY ELECTRICALS LIMITED

सामान्य प्रशासन समूह-भेल सदन / COMMON ADMIN GROUP-BHEL SADAN
प्लॉट सं. -25, सैक्टर-16 ए, फ़िल्म सिटी / PLOT No.-25, SECTOR-16A, FILM CITY
नोएडा - 201301 (उ. प्र.) / NOIDA- 201301 (U.P.)



Open Tender Document

For

**SLA Based Housekeeping Services Contract for Toilet, Staircase and Lift Lobby
Area Cleaning at BHEL- SADAN, Sector -16A, Noida.**

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निविदा जमा करने की प्रारम्भ तिथि / Tender Submission Start Date : 04.11.2025 at 09:30 Hrs.

निविदा जमा करने की अंतिम तिथि / Tender Submission Last Date: 13.11.2025 at 15:00 Hrs.

निविदा खोलने की तिथि / Tender Opening Date : 13.11.2025 at 15:30 Hrs.

भारत हेवी इलेक्ट्रिकल्स लिमिटेड/ Bharat Heavy Electricals Ltd.

सामान्य प्रशासन समूह- भेल सदन कैम्पस, सेक्टर-16 ए, नोएडा- 201301 (उ. प्र.)

Common Administration Group - BHEL SADAN Campus, Sector-16A, Noida-201301 (U.P.)

खुली निविदा आमंत्रित करने की सूचना/NOTICE FOR INVITING OPEN TENDER

Sealed tenders are invited in Two Part Bid System for the following work: -

Name of Work	SLA based Housekeeping Services Contract for Toilet, Staircase and Lift Lobby Area Cleaning at BHEL- SADAN, Sector -16A, Noida.	
NIT No.	AA_CAG_BSN_25-26_HKS_06	Dated 03.11.2025
Completion Period	02 Years (24 Months)	
Earnest Money	2.00 Lacs	
Tender Cost	NIL	
Last date for submission of e-Tender	13.11.2025 at 15:00 Hrs	
Date of opening e-Tender	13.11.2025 at 15:30 Hrs.	
Venue for Opening of e-Tender	BHEL-SADAN Tower, Plot No-25, Sector-16A, Film City, Noida.	

1. The Tender Document may be obtained from the Office of Sr Engineer (HR-Admin./CAG), BHEL SADAN Building, Sector-16A, Noida free of cost or may be downloaded from BHEL e-Procurement Portal (<https://eprocurebhel.co.in>) and submit through online mode latest by 13.11.2025 at 15:00 Hrs. ***Tenderers have to submit their bids/offers electronically/ through online only by logging to BHEL e-Procurement portal <https://eprocurebhel.co.in/>. Sealed cover bids/E-mails/Fax/Manual offers will not be accepted.*** All corrigendum/addendum in subject NIT shall be updated on BHEL e-Procurement portal <https://eprocurebhel.co.in/>. Bidders are requested to visit above portals/website on regular intervals to keep abreast with latest updates. In case of any clarification the bidder can contact to undersigned on Tel- 0120 221 8110 or at e-mail: veer.singh@bhel.in and to Sr. Manager (HR-Admin/CAG) on Tel- 0120 221 8108 or at e-mail: shrikant.verma@bhel.in.

For and on behalf of "BHEL"

Sr. Engineer (HR-Admin/CAG)

PART 'A' – TECHNO- COMMERCIAL BID**A. INSTRUCTIONS FOR THE BIDDERS:**

1. The offer shall be submitted as per the instructions of tender document. Only one set of tender documents duly signed & stamped on each page shall be submitted as detailed further. Tenderer should note specifically that all pages of tender document, including the NIT page for this particular tender shall be submitted by them (after signing/ stamping on each page) as a part of their offer. Price shall not be mentioned by them anywhere in the techno-commercial portion of offer, except in the relevant price bid and submitted ONLINE. In case of any clarification, bidder may contact this office.
2. Bid should be free from correction, overwriting, using corrective fluid, etc. any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature (s) of person (s) signing the bid else bid shall be liable for rejection.
3. Tenderers have to submit their bids/offers electronically/ through online only by logging to BHEL e-Procurement portal <https://eprocurebhel.co.in/>. Sealed cover bids/E-mails/Fax/Manual offers will not be accepted. Tender must be submitted in two parts, i.e., (i) Techno-Commercial Bid along with un-price bid and (ii) Price Bid.
4. Tender to be submitted through electronic mode only, by logging to e-Procurement portal <https://eprocurebhel.co.in/>. Sealed cover bids/E-mails/Fax/Manual offers will not be accepted.
5. It is mandatory to have a valid digital signature certificate (DSC) for submission of tender on e-Procurement portal.
6. Tenders shall be uploaded with all relevant PDF/zip format. The relevant tender documents should be uploaded by an authorized person having Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION digital signature certificate (DSC).
7. Bidders interested in participating against an electronic tender are advised to obtain “Digital Signature Certificate” and get themselves registered on “<https://eprocurebhel.co.in/>” website well in advance of the tender closing date. BHEL shall not be able to provide any assistance to the vendor in this regard, and shall not be responsible for failure of the vendor to submit their offer timely against the electronic tender. Bidders are advised to go through the FAQ available in the web portal.
8. Before quoting the price, Bidders are also requested to go through General Terms & conditions, Special Terms & conditions of tender, Scope of work and all other documents which are part of tender and shall form part of the agreement to be entered into.
9. All the corrections / cancellations / insertions, if any, shall be duly attested by the Bidders concerned as per options available on the GePNIC portal.
10. Kindly ensure that the total size of the scanned documents to be uploaded remains minimum and within the permissible limits available on the GePNIC portal. If required, documents may be scanned at lower resolutions. However, it shall be sole responsibility of bidder that the uploaded documents are legible.
11. For two-part bid double covers system consisting ‘Part-A & Techno-commercial Bid’ in one cover & ‘Part-B/Price Bid’ in the second cover has to be submitted on the GePNIC portal.
12. Price bid should not be submitted along with the techno commercial bid in the cover type ‘Part-A & Techno-commercial Bid’ specified for techno commercial bid. The price bid has to be submitted separately in the cover type ‘Part-B/Price Bid’ specified for price bid only.
13. The digital signature of the tenderer on the e-tender form will be considered as confirmation that the tenderer has read, understood and accepted all the conditions laid down in the documents unless special deviation is quoted by the tenderer.
14. The Tender shall be digitally signed by the Authorized Signatory Only.

15. The e-Bidding Notice shall be published on e-procurement portal, stipulating the bid submission end date and bid opening date. The bidders are strictly advised to follow date and time as indicated in the e- Bidding Notice. The date and time shall be binding on all bidders.
16. No Vendor shall be required to be present in the BHEL office for any e-Tender opening process. BHEL does not guarantee opening of tenders at the specified Date and Time which may change due to reasons beyond control and hence tenders can be opened after due date and time also. It will, however, be ensured that no bids are submitted after tender closing Date and Time. Vendors cannot submit any offer or attach any file after the due date and time as stipulated under the tender notice.
17. Price Bid should contain only the "Part-B, Price Bid Format" after quoting the rates as specified in the Price bid format.
18. Rates must be quoted in figures as well as in words.
19. On the date of opening of tender, only Techno-Commercial Bid shall alone be opened.
20. After evaluation of Pre-Qualification Documents, a list of short listed agencies will be prepared. Thereafter the Price bids of only the qualified and technically acceptable bidders shall be opened at the notified time and date in the presence of the qualified bidders or their representatives, if present.
21. Price Bid Opening Date & Time Shall be intimated to qualified bidders through e-mail or telephone.
22. BHEL reserves the right to accept or reject any or all offers without assigning any reason thereof. Also, BHEL shall not entertain any correspondence from bidders in this matter.
23. In case any typing error/other clerical errors is noticed by the tenderer, in the tender documents, the same must be pointed out and got clarified before submission of offer, or else, BHEL's interpretation shall prevail & shall be binding on the tenderer.
24. The Tenderer should accept all terms & conditions of the tender unconditionally. Tenders with deviations from terms and conditions shall be rejected.
25. In case any document required as per PQR is not submitted in techno-commercial bid (part-A) the party shall be asked to submit the same within 48 hours by email, etc. If the document(s) is/are not received within 48 hours the offer may be rejected.
26. **Tenderers are requested to go through the scope of work, visit the site/location etc. and get fully acquainted with the work place and prevailing working conditions to get all their doubts clarified regarding the subject work before submitting the offer.** Engineer-in-charge's decision will be full and final in the event of any doubt. Any queries regarding this tender may be clarified from Sr. Engineer (HR-ADMIN/ CAG), Tel – 0120-221 8110 or at e-mail: veer.singh@bhel.in and from Sr. Manager (HR-Admin/CAG) at Tel – 0120-221 8108 or at e-mail: shrikant.verma@bhel.in.

B. SCOPE OF WORK: -

The scope of work under this SLA-based Housekeeping Services Contract shall encompass comprehensive cleaning of **all toilets from Ground Floor to 13th Floor, Lift Lobby areas from Lower Basement to 13th Floor, Main Staircase from Lower Basement to 18th Floor and Fire Staircase from Ground Floor to 19th Floor**. In addition, the service provider shall cover **internal cleaning of all six (06) lifts installed** in the building. The services shall be carried out as per the detailed specifications, frequency, and standards stipulated in the tender document and as described in the Bill of Quantities (BOQ). The contractor shall ensure that all designated areas are maintained in a clean, hygienic, and aesthetically pleasing environment condition at all times, in line with the Service Level Agreement (SLA) parameters. The work shall include the deployment of adequate manpower, cleaning materials, equipment and supervision necessary to achieve the desired service levels as per the directions of BHEL's authorized representative.

The Contractor shall carry out and complete the said works in every respect in accordance with this Contract and with the directions of and to the satisfaction of BHEL Engineer-in-Charge. In case of

any doubt regarding the specification and its quality of work, Engineer in Charge's clarification and decision will be final and binding on the contractor. The Contractor/Service Provider is advised to visit and inspect the site to fully ascertain the Scope of Work. No claims or requests for additional compensation shall be entertained in the future on any account arising from failure to do so.

- (a) Mechanized /Manual Cleaning of Gents & Ladies Toilet floor/ walls etc. (28 nos.) with installed toilet accessories (Urinals-83, WC-126 & WB- 122) from GF to 13th Floor of BHEL SADAN – 475.00 Sq. Mtr Floor Area (Cleaning Frequency: 4 times a day).
- (b) Mechanized /Manual Cleaning of Toilet Floor/ Walls (14 nos.) with installed toilet accessories (WC-14 & WB- 14) for Especially abled from GF to 13th Floor of BHEL SADAN - 77 Sq. Mtr. Floor Area (Cleaning Frequency: 2 times a day)
- (c) Mechanized /Manual Cleaning of ED Room Toilets Floors/ Walls (19 nos.) with installed toilet accessories (Urinal- 19, WC-19 & WB- 19) from 4th Floor to 13th Floor of BHEL SADAN – 171 Sq. Mtr. Floor Area (Cleaning Frequency: 2 times in a day)
- (d) Mechanized /Manual Cleaning of Main staircase from Lower Basement to 18th Floor of BHEL SADAN – 815.00 Sq. Mtr. (Cleaning Frequency: 01 time in a day).
- (e) Mechanized/ Manual Cleaning of Fire staircase from GF to 19th Floor of BHEL SADAN – 740.00 Sq. Mtr. (Cleaning Frequency: 01 time in a day).
- (f) Mechanized /Manual Floor Cleaning of All Lift Lobby from Lower Basement Floor to 13th floor of BHEL SADAN – 750 Sq. Mtr. (Cleaning Frequency- in every two hours from 8:00 AM to 6:00 PM).
- (g) Mechanized /Manual Cleaning of all the 06 Lifts installed at BHEL sadan from inside (floors, walls & roofs) and outside facia with Colin- 80.00 Sq. Mtr. - (Frequency- Twice a day).

C. PRECAUTIONS TO BE TAKEN WHILE ATTENDING THE HOUSEKEEPING SERVICES:

- 1. Toilet floors shall be cleaned using floor-scrubbing machines with approved cleaning agents from Birla 3M, Godrej Cleaning, Hindustan Unilever or other **BIS-standard** certified chemicals. Floors finished with ceramic tiles or granite shall be polished to ensure a clean, smooth appearance **without increasing the risk of slipping**. The use of **liquid or wax-based polishes** is strictly **prohibited**.
- 2. Always wear appropriate **personal protective equipment (PPE)** such as gloves, masks, and closed footwear.
- 3. No acidic cleansing agents on Tiles/ Granite surface to be used to avoid discoloration or permanent bleaching or pitting.
- 4. No wire brushed or coarse-grained grinding bits to be used to avoid permanent scratches appearing on the floor surfaces.
- 5. Toilets disinfecting treatment to be daily done before office hours.
- 6. The service provider shall ensure that all housekeeping personnel are properly instructed to avoid direct contact with waste or any materials that may be contaminated.
- 7. Place **“Wet Floor”** or **“Cleaning in Progress”** signs to prevent accidents and slips.

8. Single-disc machines, polishing machines, automatic scrubber-driers, cleaning agents, vacuum sweepers, and steam/vacuum (wet and dry) cleaners shall be used as and when required, entirely at the contractor's risk and responsibility.
9. The housekeeping staff have to be in a smart uniform supported by identity cards and name badges during duty hours.
10. Weekly report of the works carried out shall be submitted to the concerned BHEL official.

D. IMPORTANT INSTRUCTIONS TO THE BIDDERS:

- a) The Bidder should be having adequate manpower, equipment etc. to smoothly executed the work.
- b) The List of Category-wise number of manpower employed on the rolls of the contractor be submitted.
- c) The Toilet cleaning has to be completed half an hour before the start of office hours and two hours after closure of office hours. However, Toilets, Main staircase areas etc. will have to be kept sparkling clean at all the time and at any call from BHEL concerned officials. However, on Saturday and Holidays, work can be carried out on full day basis in consultation with BHEL official. Air fresheners and cleansing agents as might be specified are to be used at contractors' costs.
- d) Removal of waste paper and garbage (final waste/ garbage will have to be disposed off according to the instructions).
- e) Room-fresheners: To be sprayed daily before 9 AM and during lunch hours.
- f) Stocking of toiletries such as naphthalene balls, urinal cubes, odonil etc. Harpic cleaning/ scrubbing of toilets/ WCs/ urinal stands/ wash basins/mirrors etc. of all the toilets.
- g) In case of any damage to BHEL's Property i.e. Plumbing Fixtures (WC Sheets, Urinals, Taps etc) for which contractor is accountable, the contractor will be liable to pay the compensation to BHEL as may be advised by BHEL. The contractor shall also take full responsibility and compensate BHEL for any loss/damage/break-down caused to the installations due to negligence of his workers.
- h) The contractor shall regularly monitor the work of his team through his Engineer/supervisor, who will visit the BHEL Tower at least Twice in a Month, in coordination with BHEL Officer-in-charge.
- i) A log book to be maintained to record the daily work done as well as the regular maintenance being carried out along with an attendance register at site.
- j) The Monthly Bill Charges are inclusive of all cleaning consumables and maintenance tools. The contractor has to ensure that cleaning material being used should be of standard quality as per specification and must comply with environmental legislation as required to clean Toilets and Main Staircase at BHEL-SADAN.
- k) Any other servicing which are not covered but necessary for smooth and trouble-free working of entire system(s) are also included in the scope of work.
- l) All systems/equipment would be operated as per mutually agreed programmers. The contractor should maintain proper entry and upkeep of relevant log books/registers as per statutory obligations in physical and shall also maintain complaints register, and work done/carried out reports to the satisfaction of BHEL. The same can also be maintained in MS Word/ excel sheet format.
- m) The Service provider need to provide Electronic Gadgets / Smart Apps/ any Digital Platform etc for uploading of report/ photographs, feedback/ incidence raising mechanism for monitoring the day to day activities of work as per BOQ Specifications.

E. List of Materials to be used in Housekeeping Service – Toilets, Staircase and Lift lobby cleaning contract at BHEL -SADAN, Noida:

Sr. No.	List of material: Consumables/ Durables/ Special chemicals to be used. All materials, including consumables, durables, and special chemicals, shall be of approved quality and reputed brands. Consumables must be made available for inspection by BHEL officials at any time when called for. Only products from recognized and reputed manufacturers such as Birla 3M, Godrej Cleaning, Hindustan Unilever brands shall be used, wherever applicable.
1	Dust Control Mop
2	Dustpan
3	Single Disc Scrubber
4	Hand Dusters (White/Yellow) - Micro fibre only.
5	Floor Dusters
6	Vacuum Pump
7	Brooms (Hard/Soft with stick)
8	Nylon Hard and Soft Bristle Scrubbing brushes
9	W.C. Brushes
10	Toilet Brushes
11	Heavy Duty Stripper
12	Floor and Glass Wiper
13	Buckets
14	Heavy Duty floor cleaning liquid spiral
15	Urinal cubes
16	Naphthalene balls
17	Odonil/ Deodrant
18	Air Fresheners
19	Room freshener spray
20	Liquid Floor & Toilet cleaner and disinfectant
21	Taski R-1 to R-9
22	Colin Bottle
23	Harpic
24	Garbage Bag Black (Small/Big)

Note: The above list is indicative only. Anything which is not indicated in the above list, but forms part of the overall services, shall be deemed to be included in the scope of work. The contractor may inspect the building/premises thoroughly, before quoting for the work. The contractor should physically inspect the entire area which are to be covered under contract and also to make an assessment of the average consumption of consumables, etc., before quoting their rates.

Disclaimer: Service provider is advised to visit and assess the Housekeeping area or any applicable area by their own teams or experts. Service Provider is also advised to make an assessment of the average consumption of all cleaning consumables and related materials etc. before quoting their rates. The service provider shall have no right to claim any additional compensation and shall indemnify BHEL against any variations arising from changes in the size of the area indicated above.

F. PRE - QUALIFYING CRITERIA:

- a) The bidder should have valid PAN No.
- b) The Bidder's average annual financial turnover during the last three financial years i.e. 2022-23, 2023-24, 2024-25 (2021-22 may be submitted if available instead of F/Y: 2024-25) should be at least Rs 31.04 Lacs (including GST).
- c) The experience of having successfully completed similar Works (Similar work shall mean Providing Housekeeping Services in high-rise or multistoried (as per NBC) modern buildings belonging to Public Sector Undertakings (PSUs), PSU Banks, Financial Institutions, Multinational Companies (MNCs), Private Companies, Govt. Organizations or Autonomous bodies) during last 7 years ending on 30.09.2025 should be either of the following: -
 - a) Three similar completed jobs/ works costing not less than Rs. 20.69 Lacs (including GST) each.
 - OR
 - b) Two similar completed jobs/ works costing not less than Rs. 25.86 Lacs (including GST) each.
 - OR
 - c) One similar completed jobs/ works costing not less than Rs. 41.38 Lacs (including GST).

Note: Failure to meet the above mentioned PQR requirement may result in disqualification from the Bidding or Contracting process.

G. DOCUMENTS REQUIRED IN SUPPORT OF PRE-QUALIFYING REQUIREMENT:

- a) Complete tender document in all respects duly digitally signed as a token of acceptance of all the terms and conditions of tender.
- b) Self-attested copies of CA Certificates of Average Annual Turnover bearing UDIN No. of last three financial years i.e. 2022-23, 2023-24, 2024-25 (2021-22 may be submitted if available instead of F/Y: 2024-25)
- c) Self-attested copies of CA certificates OR audited Balance Sheet and Profits & Loss Account statements bearing UDIN No. of last three financial years i.e. 2022-23, 2023-24, 2024-25 (2021-22 may be submitted if available instead of F/Y: 2024-25)
- d) Self-attested copies of acknowledgements of IT return of last three financial years i.e. 2022-23, 2023-24, 2024-25 (2021-22 may be submitted if available instead of F/Y: 2024-25)
- e) Self-attested copies of Work Orders/Award letters along with satisfactory Completion certificates in support of proof of experience for the works executed by the bidders during last 07 years ending on 30.09.2025. BHEL reserves the right to cross check the documents from the issuing department/company. BHEL reserves the right to reject any or all applications at any stage without assigning any reason, thereof.
- f) BHEL reserves the right to request for any further documents/certificate/clarification from the bidder/contractor relevant to above qualifying criteria and the same must be submitted within stipulated time of receipt of any such communication from BHEL, failing which suitable action shall be taken by BHEL.
- g) Self-attested copy of the PAN No. & GST No.
- h) Un-Price bid as per Annexure - C.
- i) The Bidder must Submit a declaration (enclosed at Annexure - D), that the bidder has not been suspended /blacklisted by PSU or any State/Central Govt. organization.
- j) No deviation certificate as per Annexure - E (enclosed) must be signed and stamped.
- k) Bidder must submit the bidder's details in the enclosed format (Annexure - F).

H. GENERAL TERMS & CONDITIONS:

- (1) BHEL will not be responsible for delay submission of tender under any circumstances for non-receipt of Tenders by due date & time.
- (2) BHEL has the right to reject all or any of the tenders and accept any tender(s) irrespective of its / their being the lowest / highest.
- (3) The bidder should physically inspect the entire systems which are to be covered under contract and also to make an assessment of the average consumption of consumables/spares etc before quoting their rates.
- (4) The bidder is expected to quote rate after careful analysis of cost involved considering all specifications and conditions of contract. In case it is noticed that the rates quoted by the bidder are unusually high or unusually low, it will be a sufficient ground for rejection of the tender unless the reasonableness of the rates is convincing. For scrutiny, the analysis for such rates is to be furnished by the bidder on demand.
- (5) If any information/ documents submitted by the tenderer are found false/fake at any stage, the tender will be cancelled.
- (6) The Tenderers are required to quote for the complete scope of work. Tenders for part of the work or incomplete in any respect are liable to be rejected.
- (7) Rates/amount/percentage quoted by the bidder will be firm for the entire contract period including extended period of contract. No price variation and escalation due to increase in labour / material cost will be allowed.
- (8) The Rates/amount/percentage quoted by the bidder are deemed to be inclusive of all and any other incidental works required to complete the work and inclusive of all the taxes including GST.
- (9) The rate should be indicated both in words and figures. All entries in the Tenders must be written in ink or typewritten. Over-writing should be avoided. Corrections, if any, should be attested with signature by the bidder.
- (10) In case L-1 bidder quotes abnormally low rates, BHEL may ask such bidder to submit the rate analysis of the item with justification. Failure to which, bid may be considered non-responsive and liable for rejection.
- (11) Shut Downs: No routine shut down shall be permitted during office hours. The contractor shall be at liberty to carry out maintenance on holidays and after office hours but with prior permission of BHEL.
- (12) This is being a pure Services Contract, the personnel engaged by the contractor and deployed by him at BHEL premises will be in no way be deemed as working under employment of BHEL and there shall not exist any employer-employee relationship between BHEL and the contractor or his personnel deployed by him. The Contractor or personnel shall have nothing to do with BHEL either in respect of wages/salary or such other statutory benefits or compensation etc. under the Labour Laws and other related Laws i.e. Gratuity, Bonus or Workmen Compensation Act or any other law in force. The contractor shall obtain an appropriate/adequate Policy i.e. Contractor All Risks (CAR) Policy so as to meet any obligation in any eventuality. The Contractor will be responsible for providing benefits like ESI, PF, Bonus, Group Insurance Scheme etc. under the relevant rules/laws of the State and Central Government. The Contractor shall be solely liable for any dispute that might arise in any matter in future for violation/non-compliance of Labour Laws/regulations and BHEL will have no responsibility, whatsoever.
- (13) Thorough checking of employees of the contractor during entry/exit would be done by security staff of BHEL.
- (14) The employees of the contractor will work strictly under the direction and administrative control of the contractor's Manager/Supervisor/Site Engineer. However, the contractor's supervisory staff will

have to execute the work through their employees according to the requirement, need and instructions of the designated officers of BHEL.

- (15) The employee of the contractor will ensure strict discipline and behavior and diligent performance of their duties most befitting to the décor of the most modern mechanized building and the employees of the contractor shall not in any manner cause any interference, annoyance, nuisance etc. to BHEL staff or its business or working and will be liable for immediately replacing/relocating the individual employee if the services rendered by him are not found to be satisfactory.
- (16) In case of any damage to BHEL's property/premises for which contractor is accountable, the contractor will be liable to pay the compensation to BHEL as may be advised by BHEL. The contractor shall also take full responsibility and compensate BHEL for any loss/damage/break-down caused to the installation due to negligence of his workers.
- (17) BHEL will not be responsible for any injury/death caused to the employees provided by the contractor at site. It will be the responsibility of the contractor to abide with the all the provisions of the Workmen Compensation Act, 1923 and no compensation, whatsoever shall be paid by BHEL in this regard.
- (18) The evaluation currency for this tender shall be INR (Indian National Rupee).
- (19) **VALIDITY OF BID / RATES:** The rates in the Tender shall be kept open for acceptance for a minimum period of 90 days from last due date of offer submission (including extension, if any). In case BHEL (Bharat Heavy Electricals Ltd) call for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the tenderers.
- (20) **EVALUTION CRITERIA:** The criteria of evaluation of techno-commercial bids shall be on the basis of documents submitted by the bidders. Estimated rates have been disclosed in the tender documents and percentage rate tenders are invited. Accordingly, the basic amount as per basic rates has been calculated against each item.

Bidders have to quote a single overall percentage, (+) above or (-) below or at par with the tender rates in ONLINE EXCEL Price Bid format. The same quoted percentage will be applied on every item of the BOQ. The Evaluation of Price Bid will be carried out on the basis of overall L-1 rate determined through Reverse Auction process, inclusive of all applicable taxes and duties.

(21) **REVERSE AUCTION:**

“BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among all the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.”

(22) **CORRECTION OF ARITHMETIC ERRORS:** Provided that the bid is substantially responsive, BHEL shall correct arithmetical errors on the following basis:

- (i) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the BHEL 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 shall be corrected.

- (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.
- (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 to (i) and (ii) above.
- (iv) If there is any discrepancy between total quoted amount and actual total amount after applying quoted percentage (above/ below/ at par), the actual total amount after applying quoted percentage shall be prevailing and corrected.
- (v) If any bidder does not accept the correction of errors, their bids are liable to be disqualified.

(23) WATER & ELECTRICITY: Water and electricity shall be supplied to the contractor by BHEL subject to the following conditions: -

- a) Water & Electricity shall be provided free of cost.
- b) Contractor shall make his/ their own arrangement of water/ electricity connection and laying of pipelines of water/connection from existing main of source of supply as directed by Engineer in charge.
- c) BHEL do not guaranty to maintain uninterrupted supply of water/ electricity and it will be incumbent on the contractor to make alternative arrangement for proper supply of the same at his/ their own cost in the event of any break down in the government water/ electricity mains so that the progress of his/ their work is not held up for the want of the same. No claim of damage or refund will be entertained on account of such break down.

(24) STORES AND MATERIALS ON SITE: -

- a) No space belonging to BHEL shall be occupied by the contractor without written permission of BHEL.
- b) All materials for the work are to be deposited by the contractor only in places to be indicated by the Engineer-in-Charge.
- c) The safety & security of the contractor's materials will be the responsibility of contractor himself.
- d) BHEL will not provide any compensation due to theft or loss of contractor's materials. The stores provided by the contractor will not be utilized as the accommodation for the workers or for any other purpose.
- e) Accommodation in any manner will not be provided to the workers of the contractor deployed in the execution of work.

(25) CONTRACT PERIOD: THE subject contract shall initially be valid for a period of two (02) years (twenty-four months), with a provision for an additional extension of up to three (03) months, subject to satisfactory performance evaluation of the Service Provider/Contractor by BHEL. In the event of such an extension, the service charges shall remain the same as those quoted for the original two-year contract period, and all other terms and conditions shall remain unchanged. The performance of the Service Provider/Contractor will be evaluated on a monthly and continuous basis, and any extension or renewal of the contract will be solely based on the performance as assessed by BHEL officials.

(26) QUANTITY VARIATION: Depending on actual site conditions the individual BOQ item quantities given in the contract may change to any extent limited to $\pm 30\%$ of the awarded contract value. The quoted rates for individual items shall remain firm irrespective of any variations in the individual BOQ item quantities.

In case the finally executed contract value increases above the original awarded Contract Value due to quantity variation, there will be no upward revision in the rates for the individual items and also contractor is not eligible for any compensation.

(27) LD/PENALTY CLAUSE:

The performance of the service provider shall be closely monitored during working hours by the designated BHEL officials. Any adverse observations recorded will lead to deduction of the applicable penalty amount from the contract value, in accordance with the Inspection Checklist/SLA sheet filled by the BHEL official on a daily basis. The penalty system is intended solely as a deterrent measure and will be invoked only in cases of repeated, negligent, willful, intentional, malicious, or disruptive actions by the deployed personnel, as well as in instances of poor execution of BOQ items that fail to meet specified standards and result in reputational loss to BHEL.

Before imposing any penalty, BHEL officials' team shall provide prior notice to the Service Provider, allowing it an opportunity to present its representation. The Service Provider hereby confirms and agrees that any penalty, as and when it becomes payable, may be deducted by BHEL from the payments due or to become due to the Service Provider. However, the maximum LD amount shall be limited to 10% of Contract Agreement Value. LD will be calculated on the total contract value (excluding Taxes). The details of the applicable penalties are enumerated below for which decision of the engineer in charge shall be final;

Sl No	Category	Default Details	Penalties		
			1 st Incidence	2 nd Incidence	3 rd Incidence
1	General	If Service provider's staff not found in uniform or not properly groomed or engaged in wrongful act/ mis behavior / misconduct / disobedience.	Warning/ counselling of employee as decided by the BHEL depending on the gravity of the act	Warning/ counselling/ Immediate replacement of employee within 2 days as decided by the BHEL & Warning to Service Provider depending on the gravity of the act.	Rs. 1500/- per Incidence
2	Work: SLA based Housekeeping Services Contract for Toilet, Staircase and Lift Lobby Area Cleaning at BHEL SADAN, Sector -16A, Noida	If Cleaning & upkeep of Gents and Ladies Toilet, ED Room's Toilets, especially abled Toilet from GF to 13th Floor not found satisfactorily.	Rs. 500 Per Sighting	Rs. 1000 Per Sighting	Rs. 1500 Per Sighting
3		If Cleaning & upkeep of Main staircase from LB to 18 th floor not found satisfactorily.	Rs. 500 Per Sighting	Rs. 1000 Per Sighting	Rs. 1500 Per Sighting

- contractor to Govt. within the stipulated time period as per GST Law. However only one running bill will be accepted in a month.
- c. Payment shall be made based on the actual quantity of work executed (measured in square meters), after recording joint measurement on Bill Invoice by Engineer-in-Charge. All the penalties/ fine (if applicable) shall be settled before making the payments. Service Provider shall not have any objection on the same.
 - d. The Contractor shall submit, along with the monthly bill/invoice, a certificate confirming that all statutory obligations and requirements — including payment of wages, contributions to PF, ESI, and other applicable compliances — have been duly fulfilled in respect of their personnel. BHEL shall bear no responsibility or liability in this regard.
 - e. Contractor shall submit, as and when required by BHEL, all necessary supporting documents related to the payment of salaries to housekeeping personnel.
 - f. The Contractor shall be solely responsible for complying with all statutory obligations under the applicable labour laws of the Central and/or State Governments in respect of its employees. The Contractor shall indemnify and hold BHEL harmless against any liability, claim, or expenditure arising out of such obligations. BHEL shall, in no case, be held responsible for any non-compliance or default on the part of the Contractor.
 - g. BHEL shall not be responsible for any injury or death caused to the employees deployed by the contractor at BHEL – SADAN Tower. The contractor shall be solely responsible for complying with all provisions of the Workmen's Compensation Act, 1923, and any other applicable laws in this regard. BHEL shall not be liable to pay any compensation whatsoever in such cases.
 - h. The payment of final bill will be made only after obtaining certificate of satisfactory completion & satisfactory quality of the work as per tender by the Engineer-in-Charge, clearance of the site & clearance of all the liabilities on Contractors' part. No claim will be entertained after signing the final bill.
 - i. No payment shall be made for the work done without the permission of Engineer-in-Charge.
 - j. Bills raised by the Contractors shall be certified by the official in-charge of BHEL and the payments will be made against running/ final bill excluding GST portion, within 90 days for Non MSME (whereas 60 days for Medium Enterprises and 45 days for Micro & Small Enterprises) by NEFT/ RTGS from the date of receipt of in-discrepant bill subject to conditions mentioned for Taxes & Duties. The Contractors shall not be entitled to any interest with respect to any money, which may be due to him from BHEL.
 - k. Contractor shall prepare the Monthly Bill, along with statutory documents, in prescribed format and work out the financial value. These will be entered on Bill Invoice and signed by both the parties. Payment shall be made by BHEL after effecting the recoveries due from the contractor.
 - l. All recoveries due from the contractor for the month/period shall be effected in full from the corresponding running bills unless specific approval from the competent authorities is obtained to the contrary.
 - m. Measurement shall be recorded on Bill Invoice and the Bill entries will be counter-signed by the contractor.

(29) TAXES AND DUTIES:

- (i) To enable BHEL to avail GST input tax credit, contractor shall submit GST compliant Tax invoice containing all the particulars as stipulated under invoice Rules of GST Law. Payment shall be made to the contractor only after submission of GST compliant Tax invoice. The contractor shall raise GST compliant invoice affixing GSTIN of BHEL's unit availing the services.
- (ii) BHEL reserves the right to protect its interest against any loss on account of availability of GST credit.

- (iii) GSTIN of BHEL is “09AAACB4146P2ZC”.
- (iv) Any new/ change in statutory levy as and when made applicable by the Government shall become applicable against documentary evidence.
- (v) Payment to the contractor will be subjected to TDS as per rules in force from time to time. The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act & GST, as amended from time to time and a certificate to this effect shall be provided to the contractor by BHEL.
- (vi) Invoice submitted should be in the format as specified under GST Laws viz. all details as mentioned in Invoice Rules like GSTIN registration number, invoice number, quantity, rate, value, taxes with nomenclature – CGST, SGST, IGST mentioned separately, HSN (Harmonized System of Nomenclature) Code/ SAC (Services Accounting Code) Code etc.
- (vii) The vendor shall ensure strict compliance under GST Act & Rules so that input tax credit is available to BHEL. In case of any loss to BHEL on account of non-compliance by vendor, the same shall be to vendor's account. BHEL has a right to take necessary steps to protect its interest at the time of release of payment.

(30) BONUS CLAUSE, PVC & ORC are not applicable for the Subject Work NIT.

The price quoted shall remain firm during the entire contract period including any extension of the original contract period and no price variation compensation shall be paid by BHEL for whatsoever reason. The contractor will not be entitled to any compensation/extra payment/ cost overrun compensation on this account.

(31) EARNEST MONEY DEPOSIT (EMD): EMD of Rs. 2.00 lacs is to be paid by tenderers for securing fulfilment of any obligations in terms of the NIT.

Modes of deposit- The EMD may 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)
- (d) Fixed Deposit Receipt (FDR) 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).

(32) SECURITY DEPOSIT:

There shall be two work orders for two different locations. Eventually, the Security Deposit amount shall also be in accordance with the work order value and their collection & refund shall be taken care by respective site officials.

- a) The total amount of Security Deposit will be 5 % of the contract value. The security deposit should be collected before start of work by the contractor.
- b) Security deposit may be furnished in any one of the following forms:
 - i) Cash (as permissible under the 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 Saving Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)
(Note: 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)
- vi) At least 50% of the Security Deposit, should be collected before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.
- c) The security deposit will be released only after the contractor has satisfactorily fulfilled all contractual obligations under the agreement.
- d) The Security Deposit shall not carry any interest.
- e) Failure to pay the security deposit shall be treated as failure to discharge the duties under the contract and shall result in cancellation of the contract and the contractor shall be liable to compensate BHEL for any losses incurred by BHEL. BHEL reserves the right to appropriate any part / whole of the amount of the security deposit without prejudice to other claims against the contractor for losses suffered by BHEL due to failures on the part of the contractor, due to termination of contract or contractor becoming disqualified because of liquidation / insolvency. The decision of BHEL in respect of such losses, damages, charges, expenses or costs, shall be final and binding to the contractor.
- f) Bidder agrees to submit performance security required for execution of the contract within 15 working days from the date of start of work order / contract. In case of delay in submission of performance security, enhanced performance security which would include interest (Repo rate + 4%) for the delayed period, shall be submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT/ contract, from the bills along with due interest.
- g) **Collection of Security Deposit:** At least 50% of the required Security Deposit, including the EMD (if applicable), should be collected before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected. If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor. The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of the authority competent to award the work.
- h) Electronic Fund Transfer may be credited in the following BHEL account-

Bank name	KOTAK MAHINDRA BANK
Address of Bank	G-F 3A-3J, GROUND FLOOR, AMBA DEEP, 14 K.G. MARG, NEW DELHI
IFSC	KKBK0000172
CA No.	9011196535
MICR No.	110485002
BANK ACCOUNT NAME	BHARAT HEAVY ELECTRICALS LTD

- (33) **TERMINATION OF CONTRACT:** BHEL may terminate the contract earlier by giving not less than Fifteen Day's written notice of termination to the successful tenderer, if the successful tenderer does not remedy a failure in performance of their obligation under the contract or without assigning any reason, within thirty days after being notified and without prejudice to the rights of the Company to recover any amount becoming due under this Contract. In such a case, the Contractor shall not be entitled to any compensation thereof. The decision of BHEL about the failure on the part of the Contractor shall be final and binding on the Contractor.
- (34) **TERMINATION OF CONTRACT ON DEATH:** Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the accepting officer shall have the option of terminating the contract without compensation to the contractor's survivors.
- (35) **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 any sum then due or which at any time thereafter may become due to the contractor under the contract or under any other contract with BHEL or from his security deposit, or the contractor shall pay the claim on demand without any terms & conditions.
- (36) **POST TECHNICAL AUDIT OF WORK AND BILLS:** BHEL reserves the right to carry out a post payment audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc. and to enforce recovery of any sums becoming due as a result thereof in the manner provided into the proceeding sub-paragraph provided however, that no such recovery shall be enforced after three years of passing the final bill.
- (37) **ARBITRATION / CONCILIATION:**

CONCILIATION

If at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract), which the Parties are unable to settle mutually, arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee (IEC) to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators under BHEL Conciliation Scheme.

Note:

- i) No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.
- ii) Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.
- iii) The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Forms & Procedure to this GCC. The Procedure together with its Formats will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in this GCC.

The Contractor/ supplier hereby agrees that BHEL may make any amendments or modifications to the provisions stipulated in the Procedure to this terms and conditions from time to time and confirms that it shall be bound by such amended or modified provisions of the Procedure with effect from the date as intimated by BHEL to it. The venue of conciliation shall be Delhi/ Delhi-NCR.

ARBITRATION:

Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity of execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the contract, then, either Party may, by a notice in terms of Section 21 of Arbitration & Conciliation Act in writing to the other Party commence arbitration. The notice shall as far as possible contain the particulars of all claims to be referred to arbitration.

The arbitration shall be conducted by Sole Arbitrator to be appointed mutually by the Competent Authority of BHEL (BHEL) & Supplier within the statutory period as applicable. As far as practicable, names of 2 or more persons shall be forwarded to the Supplier for seeking consent of the Supplier to one of the names proposed for appointment as arbitrator in the case. If the parties fail to agree on the name of Sole Arbitrator, then appointment shall be made as per the provisions of section 11 of the Arbitration & Conciliation Act.

The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties. The language of Arbitration shall be English.

Subject as aforesaid, the provisions of Arbitration of Conciliation Act 1996 (India) or statutory modification/ Amendments or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat and venue of arbitration shall be Delhi/ New Delhi/ PO issuing agency city.

The cost of arbitration shall be borne equally by both the parties' subject to the final apportionment of the cost of the arbitration as per the award/order of the arbitrator.

Subject to the arbitration in terms of Clause above, the Courts at Delhi-NCR shall have exclusive jurisdiction over any matter arising out of or in connection with this contract.

Notwithstanding the existence or any dispute or difference and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.

In Case of Contract with Public Sector Enterprise (PSE) or a Government Department & Institutes, the Following Shall be Applicable:

In the event of any dispute or difference relating to the interpretation and application of the provisions of the commercial contract between Central Public Sector Enterprises(CPSEs)/Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning railways, Income Tax, Customs and Excise Departments) such dispute or difference shall be taken up by either party for resolution through Administrative Mechanism for Resolution of CPSEs Disputes(AMRCD) as mentioned in Department of Public Enterprises(DPE) office Memorandum No. 4 (1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018 as amended from time to time. A copy of the extant Department of Public Enterprises (DPE) Office Memorandum is available on Govt. of India website and the same shall apply with any amendments as made from time to time.

(38) RIGHTS of BHEL: -



1. BHEL reserves the following rights in respect of this contract during the original contract period or its extensions if any, as per the provisions of the contract, without entitling the contractor for any compensation.
2. To terminate the contract or get any part of the work done through other agency or deploy BHEL's own/hired/otherwise arranged resources, at the risk and cost of the contractor after due notice period of two weeks by BHEL in the event of:
 - (i) Contractor's continued poor progress.
 - (ii) Withdrawal from or abandonment of the work before completion of the work
 - (iii) Contractor's inability to progress the work for completion as stipulated in the contract.
 - (iv) Poor quality work
 - (v) Insolvency of the Contractor
 - (vi) Persistent disregard to the instructions of BHEL
 - (vii) Assignment, transfer, sub-letting of contract without BHEL's written permission
 - (viii) Non fulfilment of any contractual obligations.

(39) BREACH OF CONTRACT, REMEDIES AND TERMINATION:

Following cases shall be considered as terms of breach of contract: -

- i. Contractor's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor including unexecuted portion of work does not appear to be executable within balance available period considering its performance of execution.
- ii. Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.
- iii. Non-completion of Work by the Contractor within scheduled completion period as per Contract or as extended from time to time, for the reasons attributable to the contractor.
- iv. Termination of Contract on account of any other reason (s) attributable to Contractor. If at any time the Contractor defaults in proceeding with the work with due diligence and continues to do so or commit any default in complying any of the tender terms and conditions even after the notice in writing is given, BHEL may, without prejudice to any other right to remedy which shall have accrued or shall accrue thereafter to BHEL, to terminate the contract by giving 15 days' notice in writing. The notice will be deemed to have been served as and when sent to the address given in the tender.
- v. Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL. The Contractor is solely responsible to BHEL for the work awarded to him.
- vi. Non-compliance to any contractual condition or any other default attributable to Contractor.

RECOVERY IN CASE OF BREACH OF CONTRACT

In case of breach of contract, 10% of the contract value shall be recovered from the contractor. The recovery shall be made from Security Deposit (if any)/ Retention Money (if any)/ available bills. In case 10% amount is not recovered from these instruments the balance amount shall be recovered from the bills available under any other contract with BHEL unit(s)/Division(s).

Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure etc., shall be applied as per provisions of contract.

In case of breach of contract, wherever the value of security instruments like Security Deposit / Performance Bank Guarantee available with BHEL against the said contract is at least 10% of the contract value, the same may be encashed. In case the value of the security instruments available is less than 10% of the contract value, the balance amount be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, etc. with BHEL) or legal remedies be pursued. The balance scope shall be got done independently without Risk & Cost of the failed supplier/ contractor. Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract. Accordingly, the tender/ contract terms shall be structured in such a way to ensure recovery of an amount equivalent to 10% of the contract value in case of breach of contract.

(40) RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF LOCAL LAWS, EMPLOYMENT OF WORKS ETC.

The contractor shall fully indemnify BHEL against any claims of whatsoever nature arising due to the failure of the contractor in discharging any of his responsibilities. The following are the responsibilities of the contractor in respect of observance of local laws, employment of personnel, payment of taxes etc:

1. The contractor shall comply with all applicable Uttar Pradesh State Government Statutory Rules, Laws and Regulations etc. such as Payment of Wages Act, Minimum Wages Act, Workmen Compensation Act, Employer's Liability Act, Industrial Dispute Act, Employers Provident Act, Employees State Insurance Scheme, Contract Labour (Regulation and Abolition) Act 1970, Payment of Bonus & Gratuity Act and other Acts, Rules and Regulations for labour as may be enacted by the Government during the tenure of the Contract and having force or jurisdiction at Site.
2. The Contractor shall pay all taxes, fees, license charges, deposits, tolls, royalties or other charges which may be liable on account of his operations in executing the contract.
3. The Contractor shall ensure that no damage is caused to any person/property of other parties working at site. If any such damage is caused, it is responsibility of the contractor to make good the losses or compensate for the same.
4. All safety rules and codes applied by the BHEL at site shall be observed by the contractor without exception. The contractor shall be responsible for the safety of the equipment/material and works to be performed by him and shall maintain all light, fencing guards, slings etc. or other protection necessary for the purpose. Contractor shall also take such additional precautions as may be indicated from time to time by the Engineer with a view to prevent pilferage, accidents, fire hazards. Due precautions shall be taken against Fire Hazards and Atmospheric conditions. Suitable number of Clerical staff, watch and ward, store keepers to take care of equipment/materials and tools and tackles shall be posted at site by the contractor till the completion of work under this contract.
5. The contractor shall arrange for such safety devices as are necessary for such type of work and carry out requisite site tests of handling equipment, lifting tools, tackles etc. as per prescribed standards and practices.
6. Contractor has to ensure the implementation of Health, Safety and Environment (HSE) requirements as per directions given by BHEL. The contractor has to assist in HSE audit conducted by BHEL and submit compliance Report. The contractor has to generate and submit record/reports as per HSE plan/activities as per instruction of BHEL.
7. The contractor will be directly responsible for payment of wages to his workmen.
8. The Contractor shall establish a fully equipped First Aid Box on the Site to deal with accidental injuries. The Contractor shall provide such First Aid and Medical facility to at his own cost. The Contractor shall make necessary arrangements with a local hospital and with local doctors so that

his sick or injured persons may receive prompt medical treatment with minimum delay at any hour of the day or night.

9. The Contractor shall take full responsibility for the adequacy, stability and safety of all Site operations and ensure that the methods of carrying out the Work by the Contractor including his workmen, employees, Sub-Contractors and Vendors meet all the necessary safety standards and requirements of the HSE Plan.
10. **Implementation of Safety Measures:** Notwithstanding anything herein before contained, the Contractor shall be liable to ensure and implement all safety measures, whether or not statutorily prescribed, to safeguard, preserve and protect the life, health and welfare of every workman employed/deployed/engaged directly or indirectly by the Contractor on the Site and in relation to or connected with the Work and all Vendors employed in later phases of the Project in addition to installing, providing every prescribed safety and protective equipment, clothing etc., and the mere absence of any reference to or specification of a particular statute or rule or regulation in this Contract shall not absolve the Contractor of an obligation to comply with every such law, rule or regulation. The obligations stipulated in the contract shall not in any manner be deemed to limit or restrict any obligation or duty that any law, rule or regulation may otherwise impose upon the Contractor. The Contractor shall be liable for all consequences/liabilities arising out of his violating any of the aforesaid provisions, including fines, penalties, compensations, damages, prosecutions, proceedings, medical expenditure and costs, rehabilitation costs and all other expenses connected therewith.

(41) Insurance:

1. It is the sole responsibility of the contractor to insure his materials, equipments, workmen, etc. against accidents and injury while at work and to pay compensation, if any, to workmen as per Workmen's compensation Act. The work be carried out in protected area and all the rules and regulations of the BHEL in the area of project which are in force from time to time will have to be followed by the contractor.
2. If due to negligence and or non-observation of safety and other precautions by the contractors, any accident/injury occurs to the property/manpower belong to third party, the contractor shall have to pay necessary compensation and other expense, if so by the appropriate authorities.
3. **Compensation:** BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life / permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below:

(i) Victim: Any person who suffers permanent disablement or dies in an accident as defined below.

(ii) Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/ operation and works incidental thereto at BHEL factories/ offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works / during working at BHEL Units/ Offices/ townships and premises/ Project Sites.

(iii) Compensation in respect of each of the victims:

- In the event of death or **permanent disability** resulting from Loss of both limbs: ₹ 10,00,000/- (Rupees Ten Lakhs).

- In the event of **other permanent disability**: ₹ 7,00,000/- (Rupees Seven Lakhs).

(iv) Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to Section 2 (I) of the Employee's Compensation Act, 1923."

The contractor will take necessary precautions and due care to protect the material, while in his custody from any damage/loss due to theft or otherwise till the same is taken over by BHEL or customer. The contractor will submit necessary documents for lodging/processing of insurance claim. BHEL will recover the loss from the contractor, in case the damage /loss is due to carelessness / negligence on the part of the contractor. In case of any theft of material under contractor's custody, matter shall be reported to police by the contractor immediately and copy of FIR and subsequently police investigation report shall be submitted to BHEL for taking up with insurance. However, this will not relieve the contractor of his contractual obligation for the material in his custody.

I. SPECIAL CONDITIONS RELATED TO THE WORK

- 1) The subject work shall be carried out up to the satisfaction of Engineer-in-charge. The work will be carried out in accordance with the enclosed BOQ and tender specifications for all items of work. In case of any doubt or ambiguity regarding the specifications or quality standards, the clarification and decision of the Engineer-in-Charge shall be final and binding on the contractor. If the quality of work is found unsatisfactory, the contractor shall carry out the necessary rework at no additional cost to BHEL.
- 2) The subject work shall be executed to the complete satisfaction of the Engineer-in-Charge and in accordance with the enclosed BOQ and tender specifications for all items of work. In case of any doubt or ambiguity regarding the specifications or quality standards, the clarification and decision of the Engineer-in-Charge shall be final and binding on the contractor. If the quality of work is found unsatisfactory, the contractor shall carry out the necessary rework at no additional cost to BHEL.
- 3) The Service Provider shall ensure the deployment of adequate female housekeeping staff exclusively for cleaning and maintenance of ladies' toilets. Such deployment shall strictly comply with statutory norms and ensure hygiene, safety, and privacy standards are maintained at all times.
- 4) The Contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause of delays may be, including delays arising out of modification to the work entrusted to him and BHEL shall not be liable for any claim in respect thereof.
- 5) The contractor shall immediately remove from works any material and/or workmanship which in the opinion of Engineer-In-Charge are defective or unsuitable and shall replace with proper materials and workmanship at his own cost. If the contractor fails to proceed at once with the replacement of defective or unsuitable materials or workmanship, the Engineer-In-Charge may by contract or otherwise replace such materials and/or such workmanship and charges the cost thereof to the contractor.
- 6) The contractor shall stick to the approved brand/ make unless it is absolutely unavoidable. Any change shall be done with the prior approval of the Engineer-in-Charge for which tests etc. shall be done by the contractor at his own cost. Similarly, the contractor shall submit brand/ make of various materials not specified in the agreement, to be used for the approval of the Engineer-in-Charge along with samples and once approved, he shall stick to it.
- 7) If the Contractor finds any discrepancy in the NIT Terms & Conditions, Specifications and Bill of Quantities he shall immediately refer the same in writing to BHEL, who shall decide which shall be followed, and their decision shall be final and binding on all the parties.

- 8) The work will be done as per the convenience of existing infrastructure.
- 9) Any misconduct with the BHEL Officials & other staff will not be tolerated
- 10) The contractor shall take full responsibility and compensate BHEL for any loss/damage/break-down caused to the installations due to negligence of his workers
- 11) After completion of the subject work the contractor will remove all unwanted material/ rubbish from the site with no extra claim.
- 12) All materials, cleaning consumables, tools & tackles shall be arranged by the contractor. No materials shall be issued from BHEL. All materials will be approved by Engineer In-charge before use.
- 13) Regular meeting (fortnightly or as decided by BHEL) shall be held between BHEL and contractor to review the issues related to progress, penalty, quality and any other aspect.
- 14) No excuses like hindrance because of extreme weather conditions, non-availability of labour and material etc. will be entertained for not completing the work in time.
- 15) All necessary precautions with respect to safety at site and environmental aspects and their impacts shall have to be taken by the contractor for activities performed by his workers.
- 16) In case of any dispute, the decision taken by BHEL Management will be final and binding on the contractor.
- 17) The bidder(s) shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, access facilities for workers and all other services required for executing the subject work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidder(s) implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates.
- 18) Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their Tenders to ascertain the nature of work, site conditions, means of access to the site etc. Non-familiarity with the site conditions will not be considered a reason either for extra claims or for not carrying out the work in strict conformity with the specifications. For site visit and any clarification / information/Assistance, the intending Bidders may contact Sr. Engineer contact on Tel- 0120 221 8110 or at e-mail: veer.singh@bhel.in and to Sr. Manager (HR-Admin/CAG) on Tel- 0120 221 8108 or at e-mail: shrikant.verma@bhel.in.

J. CONTRACTOR'S OBLIGATION:

- 1) Contractor shall supervise the Work allotted to him to be carried out by his workforce. The contractor shall visit the site every day to ensure the work is carried out in fast pace for completion within schedule time.
- 2) Contractor to ensure that the workforce deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc.
- 3) The workforce deployed by the contractor shall be hail and healthy and should not be suffering from any communicable diseases.
- 4) BHEL will have no liability whatsoever concerning the persons deployed by the contractor for the purpose. The contractor shall keep the Company indemnified against all losses or damages or liability arising out of or imposed in the course of employment of persons by the contractor.
- 5) Statutory requirement of the local authority / State Govt. / Central Govt. shall be responsibility of the contractor.
- 6) The contractor will be solely responsible for any unlawful act of their workforce while on duty. In case of theft or loss of Company's property take place due to the negligence or carelessness of workforce, the contractor will be responsible and shall make good of the same.

- 7) The Contractor shall duly comply with all acts, laws, or other statutory rules, regulations, bye-laws applicable or which might be applicable to with regard to the performance of the contract included herein or concerning this Agreement but not limited to Environmental Pollutions Acts, Minimum Wages Act- 1948, Contract Labour (Regulation & Abolition) Act, 1970, Industrial Dispute Act, 1947, Workmen's Compensation Act 1923, Employees' State Insurance Act 1948 (to the extent as may be applicable, if any), Employees' Provident Fund and Misc. Provisions Act, 1952 and the amendments made thereafter to these Acts / Laws and from time to time take such steps as may be deemed necessary in this regard. The Contractor shall keep the Company Indemnified against all penalties, claims and liabilities of every kind under or for any violation of such acts, laws or regulations etc. by him or his workers.
- 8) In case, while on duty and during the course of engagement in work premises of the Company under this Agreement, if any of the Contractor's workforce suffers with any injury / indisposition due to accident or other natural calamities, the Contractor shall ensure that immediate and adequate medical aid viz., first -aid and subsequent treatment facilities are provided to the person(s) concerned free of cost without fail. In addition, the Contractor shall also be liable for meeting with statutory liabilities like ESI etc. in respect to his workers.
- 9) The Contractor shall be fully responsible for the timely payment of wages, Allowances, Bonus or any other benefits payable under the aforesaid Acts, Laws and regulations to the workforce engaged by him at the work premises of the Company. Contractor shall also be fully responsible for timely deposit of PF and ESI with the appropriate authority including submission of return of PF & ESI and issue of PF slip issued by the PF Authority. BHEL (Bharat Heavy Electricals Ltd.) shall not be responsible for any of these payments or any other liability on this account. The Contractor shall also indemnify and compensate the Company for any liability incurred by the Company, if any, including costs incurred thereon. In that event the nominated officer of the Company shall be entitled to recover the amount so paid, from the contractor, including forfeiture of the Security Deposit; and, if the sum so payable and / the Security Deposit is less than the Company's claim, it shall be lawful for the Company to recover the balance amount as a debt from the Contractor.
- 10) The Contractor shall be held responsible for any damage / loss to the work premises /or the properties of the Company (i.e. missing or broken fittings, equipments, furniture etc. and loss of such things) caused due to the negligence of his work force and shall have to replace the same at his own cost. The decision of the Engineer-in-charge shall be final and binding on the Contractor.
- 11) The contractor shall hand over a copy of all legal and statutory documents and records to BHEL for fulfilling any future requirement with the statutory authority.
- 12) The contractor shall abide by all the rules / regulations / status imposed by Uttar Pradesh Government/ Central Government or other concerned authorities. The contractor will be responsible for workmen's compensation & other requirements of local Municipalities / Govt. or any other law regulating bodies
- 13) Contractor to maintain appropriate records of his employees deployed to carry out the job (s).
- 14) Contractor to get all his employees insured against all type of risks at his own cost.
- 15) Contractor to ensure that all precautions are taken for safety of his employees and equipments.
- 16) In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees from the site of BHEL. In case contractor decides to terminate services of his employees, he should settle all terminal dues including retrenchment compensation.
- 17) The contractor must comply to all statutory labour law regulations applicable to this contract like minimum wages act, timely payment of wages etc. including taking of insurance cover etc. for workers employed for this contract. Any obligation on account of the above will be the liability of the successful tenderer.

- 18) In case of any objection from any statutory / local authority, the contractor has to liaison with them for smooth progress of work.
- 19) The Contractor shall ensure proper conduct and behavior of the workforce engaged by him on the site and shall remove with immediate effect, the engagement of such person(s) who does/do not conduct himself / themselves properly or misbehave(s) with the residents of township or the staff of Estate office.
- 20) **Manpower:** The contractor shall deploy adequate numbers of Manpower including relievers of experienced skilled persons in the field of Housekeeping services having minimum 3 years' experience in the respective areas at BHEL- SADAN Tower to the satisfaction of BHEL at the site in appropriate shift duties. The contractor shall also deploy at site an experienced Site Supervisor/technician having minimum 3 years' experience, handled similar job in high rise buildings/ modern storied buildings. The site supervisor shall be responsible for liaisoning the Cleaning / Maintenance activities at BHEL- SADAN Tower. All break-down shall be reported to BHEL immediately and rectified without any loss of time. These personnel deployed shall work 8 hours a day and six days a week basis. However, these personnel deployed by the contractor should be allowed to observe the national holidays. In case of exigency, the contractor has to deploy their services during Sundays without any extra payment. BHEL will not be responsible for any overtime payments to the personnel deployed by the contractor for any reason whatsoever. Duty allocation and roaster control shall be the contractor's responsibility. Exact working hours will be fixed in consultation with officer-in-charge of BHEL. A list of the persons deployed, shall be submitted to BHEL immediately on commencement of the contract. BHEL reserves the right to advise replacement/change the manpower deployed by the contractor, if his service is not found satisfactory.
- 21) The housekeeping personnel deployed by the Housekeeping Service Provider shall, at all times and for all purposes, be deemed employees of the SLA based Housekeeping Service Provider. The Service Provider shall be solely responsible for extending all statutory and service-related benefits to its personnel, and under no circumstances shall such personnel claim any employment, benefit, or right from BHEL (Bharat Heavy Electricals Limited).
- 22) The contractor has to provide proper uniform with his organization's name/logo, shoe, raincoat, umbrella and I-card etc. to the manpower deployed at BHEL SADAN, Noida.
- 23) **CARE OF BUILDINGS:** Care shall be taken by the contractor to avoid damage to the existing buildings during execution of work. He shall be responsible for repairing all the damages and restoring the same to their original finish at his cost.
- 24) **QUALITY OF MATERIALS:** All materials supplied by the contractor shall be new and of the design, size, and specifications stated in the Bill of Quantities (BOQ). They shall be suitable for their intended function and meet the required standards of performance.
- 25) **INSPECTION OF MATERIALS:** All the materials delivered by the contractor at site shall be inspected and verified by Engineer-in-charge before use.
- 26) **WORKMANSHIP:** Good workmanship is an essential requirement to be complied with. The entire work shall conform to sound engineering practice. In case of bad workmanship re-work will be done by the contractor on no extra claim.
- 27) **SUPERVISION OF WORK:** The contractor will deploy sufficient numbers of Supervisors/ Engineers of appropriate qualification and experience to ensure proper execution of work. They will carry out instructions of Engineer-in-charge and other senior officers of BHEL during the progress of work.

For & on behalf of "BHEL"

Sr. Engineer (HR-Admin/CAG)


 **श्री. वीर सिंह (आ. सं. प्रशा.) / Sr. Engineer (HR-Admin.)**
कॉर्पोरेट आ. सं. प्रशासन (आ. सं. प्रशा.) / Corporate HR-Admin. (CAG)
भारत भारती इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Ltd.
प्लॉट नं. 25, सेक्टर-16ए, नॉइडा-201301 (उ.प्र.) / Plot No. 25
Sector-16A, Noida-201301 (U.P.)

9	GST Amount @ 18% on Sl No.8 above	62,616.00
10	Total Amount per month inclusive of all including GST (i.e. amount at Sl No 8 + 9) Rs.	4,10,482.64
11	Add 5% inflation charge (i.e. amount at Sl No 10 + 5% inflation charge) Rs.	4,31,006.77
12	Total amount for one year duration (i.e. amount at Sl No 11 X 12) Rs.	51,72,081.26
11	Total amount for two year duration (i.e. amount at Sl No 12 X 2) Rs.	1,03,44,162.53
14	Total estimated contract value including GST amount for 02 years (two years) duration of contract (i.e. amount at Sl No. 11 + 12) Rs.	1,03,44,162.53
Note: 1. For Cleaning of All Toilets, Main Staircase & Fire Staircase, Lift Lobby all the T&P, Consumables, Cleaning Material etc. are included in the scope of work and the T&P/ consumable/ cleaning materials must be of standard make and conforming to ISI/BIS specifications. 2. HRT Rolls, Napkin / Tissue Paper, Liquid Hand Soap and plumber personnel shall be provided by BHEL.		

Note: -

1. % to be quoted by selecting (+/-) in Price Bid/Schedule format (Part-B) only.
2. The Percentage above or below (+/-) shall be used to arrive at rate for each item of BOQ including GST (i.e. Total Quoted in Amt. figures/words).
3. Any deviation by means of changing the estimated rate of an individual item or modification of quantity provided will be treated as non-acceptance of tender terms and bid will be rejected.



DECLARATION

I / We, do hereby declare that I/We have not been suspended / delisted / blacklisted by any other Govt. Ministry / Department/Public Sector Undertaking/ Autonomous Body/Financial institution/Court. We also certify that either our firm or any of the partners are not involved in any scam or disciplinary proceedings settled or pending adjudication.

Place:

Date:



NO DEVIATION CERTIFICATE

Notwithstanding anything mentioned in our bid, we hereby accept all the terms and conditions of the above tender and there is no deviation in the terms & conditions of tender. We confirm that the offer submitted by is confirming to all the terms and conditions mentioned in the tender document. We hereby undertake and confirm that we have understood the scope of services properly and shall carry out the job as mentioned in this tender.

**BIDDER'S DETAILS**

Name of the Contractor /Party/ Firm	
Name of Representative	
Postal Address	
Phone/ Landline No.	
Mobile No.	
Fax No.	
E-Mail Address	
Web Site Address (If Any)	
Bank details for payment through NEFT/RTGS *	Name of Bank: Branch: Address: Account No.: IFSC No. MICR No.:

Note: Submit a cancelled cheque for verification of above bank details.