



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Limited

Regional Operation Division, Mumbai

15th Floor, World Trade Centre-1, Cuffe Parade, Colaba, Mumbai -400005.

Phone: 022-22171222, 301, 203

To,
M/s _____

Dear Sir/Madam,

RE:MUM:HRD:HK:WTC:001:2024

Date : 23.12.2024

Subject: Tender for Housekeeping Contract for BHEL 15th Floor Cuffe Parade Colaba Mumbai 05

BHEL invites bid in two part bid tender from established contractors for carrying out Housekeeping works for BHEL 15th Floor World Trade centre office Mumbai-05.

1. Other Details and Contact Persons:

S.N.	Particulars	Details
1.	BHEL ROD Mumbai address and contact for coordination for tender Mr. Anil Mandal , Add; Engineer , HR	Ph No. 022- 22171222/242, 9702204310 Email: anil.mandal@bhel.in
2.	Tender documents availability.	Website of BHEL (bhel.com) , CPPP (eprocure.com)
3.	Date of issue of tender	23.12.2024
4.	Last Date and time of submission of bid	26.12.2024 (3.30 pm)
5.	Date and time of opening of technical bid	26.12.2024 (4 pm)
6.	Date and time of opening of price bid	Will informed to qualified bidders
7.	Tender Type	Works; Two part bid
8.	The bids to be submitted on	Tender box, 15th Floor, BHEL, ROD , Centre 1, WTC, Cuffe Parade, Colaba, Mumbai 05

2. GUIDELINES FOR OFFER SUBMISSION:

1. Bidders are advised to go through the tender document fully before submitting the dully filled tender in tender box for Techno-commercial bid (Part I) and Price bid (Part II).
2. Bidder is free to visit the site during normal office working hours with prior appointment/information
3. Take print out of this entire tender documents.
4. Fill the required details and arrange all required documents
5. Fill best possible competitive price in format given
6. Make the envelope as under:

Envelope 1 (write Technical bid and your firm name on it).

Enclose following document (with sign and stamp on all pages)

- a. Audited Profit/loss or account statement or CA certificate with UDIN dully certifying the average annual turnover for last 3 years
- b. Copies of Executed Contract/agreement/Work order/completion certificate/letter from client
- c. Documents of Registration in Requisite Labour Acts, ESIC & EPFO, GST, PAN , Professional Tax (Maharashtra)
- d. Registration / Incorporation Certificate of firm or company / Proof of Partnership or proprietorship firm
- e. Address proof for office in MMR (Mumbai Metropolitan region)
- f. Signed NIT Duly signed and requisite declaration
- g. Undertaking to employ the 4 (four) workmen as mentioned in technical bid

Envelope 2 (write Price bid and your firm name on it).

It should contain

- a. filled price bid, with sign and stamp
- (please take print of last page (price bid) of this NIT separately, fill the price bid, sign/stamp, and put it in Envelope 2)

Envelope 3 (write Bid for Housekeeping Contract for BHEL 15th Floor Cuffe Parade Colaba Mumbai 05 and write your firm name)

It should contain

- a. sealed envelope 1
 - b. sealed envelope 2
7. Write name of agency and contact details on bottom of each envelope.
 8. Please ensure sign and stamp on each page
 9. Submit the sealed bid by due date/time
 10. (address : Tender box, 15th Floor, BHEL, ROD , Centre 1, WTC, Cuffe Parade, Colaba, Mumbai 05)

3. SCOPE OF WORK

The bidder shall execute the scope of work includes (indicative not exhaustive) following work:

- (1) Cleaning, Dusting, Floor Cleaning, wet Mopping of floors, Toilet Cleaning, Tables, wall, Ceiling Cleaning and misc. housekeeping work.
- (2) Dusting and cleaning of all furniture and other domestic and utility items.
- (3) Vacuum cleaning of electronic items / fittings / fixtures including ACs, tube lights, Telephones, bulbs, upholstered furniture, pelmets, ceilings of all rooms / toilets / balcony etc. Cleaning of toilets with phenyl / disinfectant.
- (4) In the rooms and toilets, fresheners should be used regularly. All cleaning materials i.e. fresheners / phenyl / disinfectant etc., will be provided by BHEL.
- (5) In all the Washroom Towels must be kept neatly, Towels will be provided by BHEL.
- (6) If any of the towel is torn or get damaged the same shall be reported to BHEL immediately. To ensure this, BHEL officials shall inspect the condition of the above items on daily basis or as required.
- (7) Carrying and storing files / documents to/from other offices/departments/sections, at designated places, as directed by BHEL
- (8) During the period of the contract of any of contractor's employees come in contract with contagious diseases like TB, Measles, Chicken Pox etc., as defined by Medical Council of India, they shall be immediately substituted with another person. Any loss on this account will be to the cost of the contractor.
- (9) At present work Location is BHEL premises located at 15 floor, Centre 1, WTC, Cuffe Parade, Mumbai. BHEL is free to re-allocated manpower to other BHEL premises, as per requirement. Contractor shall ensure deployment of manpower accordingly.

4. Eligibility and Document to be submitted

Eligible and interested bidder is required to submit the following documents timely (duly signed and stamped) on GEM portal. Bidder must ensure that the documents are properly scanned and they are readable. In absence of these documents, bid will not be processed further. Bidder is advised to check its eligibility before submitting the bid. BHEL reserves right to verification of documents submitted by bidder.

Sl. No.	Eligibility	Document to be submitted
1	<p>Past Experience</p> <p>The bidder must submit proof of successfully executed man power supply for housekeeping or similar work in the last 7 years in any organization (last 7 years to be counted from the date of publishing of Bid) as per following</p> <p>One similar work at least Rs. 18.85 lakhs OR Two similar work each at least Rs. 11.78 lakhs OR Three similar work each at least Rs. 9.43 lakhs</p>	<p>Copies of Executed Contract/agreement/Work order/completion certificate/letter from client.</p> <p>Mere submission of work order (in absence documents proving its execution) will not be considered as experience proof.</p> <p>Incomplete or on-going contract which are not executed yet fully, will not be considered as experience proof.</p>
2	<p>Average Annual turnover of the Agency should not be less than Rs. 7.1 lakhs during last 3 financial years (i.e.2021-22; 2022-23; 2023-24). Audited Profit/loss statement or CA certificate with UDIN dully certifying the average annual turnover for last 3 years.</p> <p>In case audited result of FY 2023-24 is not available, then average annual turnover of previous 3 FY (i.e. 2019-20, 2020-21, 2021-22) will be considered.</p>	<p>Audited Profit/loss or account statement or CA certificate with UDIN dully certifying the average annual turnover for last 3 years</p>
3	<p>The bidder must be registered in Requisite Labour Acts, ESIC & EPFO, GST, PAN , Professional Tax (Maharashtra)</p>	<p>Supporting Document</p>
4	<p>Bidder must have Registration / Incorporation Certificate of firm or company / Proof of Partnership or proprietorship firm</p>	<p>Supporting Document</p>
5	<p>Bidder must have office in MMR (Mumbai Metropolitan region)</p>	<p>Proof to be submitted are Present valid Utility bills (Gas/Water/Electricity/landline telephone etc.) or registered Rental/leave and license/lease agreement or company/firm registration or other relevant documents issued by</p>

		appropriate government entity. Mere self-declaration of bidder (in absence of above documents) will not be considered as address proof.
6	Offer of bidder who is under suspension, also the offer of bidder who engages the service of banned firms, shall be rejected. The list of banned firms available on www.bhel.com Bidder must submit self-certificate in this regards	Duly signed and stamped certificate
7	Bidder should NOT been referred to NCLT/DRT/Interim Resolution Professional (IRP). Bidder should not been declared “insolvent” by any statutory bodies. Bidder must submit self-certificate in this regards	Duly signed and stamped certificate
8	Undertaking to employ the 4 (four) employees (as under), whose names are mentioned in the matter pending before the Hon'ble Industrial Tribunal, Maharashtra at Mumbai, in Reference (CGIT) No. 57 of 2003, with continuity of services and subject to the final Orders of the Central Government Industrial Tribunal cum Labour Court No.1 1. Mr. Sunil Jadhav-Supervisor 2. Mr. Mahesh Adelkar- HK Boy/Worker/ Assistant 3. Mr. Sanjay Palsamkar- HK Boy HK Boy/Worker/ Assistant 4. Mr. Yashwant Pawar- HK Boy HK Boy/Worker/ Assistant	Duly signed and stamped certificate

5. GENERAL CONDITIONS OF CONTRACT

1. **CONTRACT PERIOD:** The contract will commence on the date as mentioned in the contract/agreement and will remain in force for a period of 2 year (01.02.2025 to 31.12.2026). It is extendable for one more year on mutual consent. The rates quoted by the bidder shall remain unchanged during the period of contract and extension if any. However, this Agreement shall be liable for termination by the BHEL at any time by giving minimum 30 days' notice to the Contractor without assigning any reason thereof and without prejudice to the rights of BHEL to recover any amount becoming due under this Agreement.

2. **CONTRACT DOCUMENTS:** “Contract Documents” shall include the Contract Agreement, Scope of Work, Special Conditions of the Contract (SCC), General Conditions of the Contract (GCC), Scope of Work, Commercial Conditions of the Contract, amendments, schedules and any other document specified in the contract agreement. This agreement is the outcome of joint efforts of the parties.

3. INTERPRETATION OF THE CONTRACT:

3.1 Subject to the order of precedence as set out in Sub Clause b) below, all documents forming part of the Contract are intended to be correlative, complementary and mutually explanatory. The Contract shall be read and construed as a whole document.

3.2 In case of any conflict or contradiction between two or more documents with respect to the terms defined in the said documents, the order of precedence shall be as set out below i) Contract Agreement; ii) Commercial Terms of the Contract; iii) Special Conditions of the Contract; and iv) General Conditions of the Contract Note: Any annexure to any of the above shall be read along with the covering document.

3.3 In case of any ambiguity or discrepancy, the Company Representative nominated by BHEL shall issue the necessary clarifications or instructions to the Contractor.

3.4 Notwithstanding the sub-division of the Contract into sections, every part of each section shall be deemed to be supplementary to and complementary of each other.

3.5 All headings, sub-headings and marginal notes to the items of the Contract or to the Specifications or to any other document forming part of the Contract are solely for the purpose of giving a concise indication of the general subject matter thereof, and not a summary of the contents thereof and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof.

4. SECURITY DEPOSIT :

Successful bidder shall submit 5% of the total contract value as security deposit within Five days of issue of LOI for the 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 by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered from the bills along with the interest”

4.1 Security Deposit means the security provided by the Contractor towards fulfilment of any obligations in terms of the provisions of the contract. The total amount of Security Deposit shall be as per the SCC. The contractor shall submit the security deposit in any of the following forms:

- i. Cash (as permissible under the extant Income Tax Act)
- ii. Local cheque 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.
- iv. Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).
- v. Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).

4.2 COLLECTION OF SECURITY:

The entire security amount is to be deposited in advance. However, security may be collected in instalments in exceptional cases. In such cases at least 50% of the required Security Deposit, including the EMD, shall 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.

- i. The security deposit shall not carry any interest.
- ii. EMD of successful tenderer shall be adjusted as part of Security Deposit.
- iii. The validity of Security Deposit shall be up to the validity of contract plus three months.
- iv. BHEL reserves the right of forfeiture of Security Deposit towards its claims and penalties under the contract in the event of the Contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract.

4.3 RETURN OF SECURITY DEPOSIT: Security Deposit shall be refunded / Bank Guarantee(s) will be released to the Contractor upon fulfilment of all the Contractual / Statutory obligations or after 03 (three) months from the date of completion of the contract whichever is later, after deducting all expenses / other amounts due to BHEL under the contract.

4.4 BANK GUARANTEES: Wherever Bank Guarantee is to be furnished / submitted by the Contractor, the following shall be complied with

- I. Bank Guarantee shall be from Scheduled Banks / Public Financial Institutions as defined in the Companies Act.
- II. The Bank Guarantee shall be as per prescribed formats.
- III. It is the responsibility of the contractor to get the Bank Guarantee revalidated / extended for the required period, as per the advice of BHEL. BHEL shall not be liable for issue of any reminders regarding expiry of the Bank Guarantee.
- IV. In case the Bank Guarantee is not extended before the expiry date, BHEL reserves the right to invoke the same by informing the concerned Bank in writing, without any advance notice/communication to the concerned contractor.
- V. Contractors to note that any corrections to Bank Guarantee shall be done by the issuing Bank, only through an amendment in an appropriate non-judicial stamp paper.

5. Compliance with BHEL's Fraud prevention policy:

The Contractor along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants associated with the scope of work shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

6. Maintaining Quality of the Job and rectification of any deficiency:

The Contractor will be responsible for the quality of the job as per the specifications and will immediately rectify the deficiency pointed out in the job performed.

7. SUBCONTRACTING: The Contractor cannot sub-contract part or complete work detailed in the tender specification undertaken by him without written permission of BHEL. The Contractor is solely responsible to BHEL for the work awarded to him.

8. TERMINATION OF CONTRACT:

BHEL reserves the right to terminate the whole or part of the contract without assigning any reason by giving prior written notice of 30 days. The notice of termination shall specify, the portion/scope of the contract which stands terminated and the date on which such termination becomes effective. No compensation for termination shall be payable to the contractor. However, the Contractor shall be entitled to receive contract price for the services rendered upto the date of termination after effecting recoveries due from the contractor. The Contractor hereby waives any claim for compensation for losses/damages and/or reimbursement of costs.

9. Liquidated Damages and Penalties:

If the Seller/Service Provider fails to deliver Services to the satisfaction of BHEL, BHEL will reserve right to deduct/recover the Liquidated Damages and Penalties, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the admin/service charge for the month for each such incident. Decision of BHEL will be final in this regards.

10. RECOVERY FROM CONTRACTOR:

Whenever under the contract, any sum of money is 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 from his security deposit, or the contractor shall pay the claim on demand.

11. POST PAYMENT AUDIT OF WORK & 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. However, no such recovery shall be enforced after three years of payment of the final bill.

12. CONFIDENTIAL INFORMATION:

The Contractor agrees & acknowledges that in the course of their discussions and interactions, BHEL may disclose information of confidential proprietary nature relating to its business, products, know-how, technology, customers, employees and financial. Such information shall be considered as confidential. The contractor agrees to keep it confidential & secret at all times and not directly or indirectly disclose to any party other than its employees and authorized personnel's strictly on a need know basis, without the prior written permission of BHEL.

The above condition shall however not apply to that information, which –

- i. now or hereafter enters the public domain through no fault of that party;
- ii. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party hereto; and
- iii. otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

The provisions of this Clause shall survive termination for a period of 1 years, for whatever reason, of the Contract.

13. SETTLEMENT OF DISPUTES

13.1 The Parties agree that 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 contract/tender 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 to be appointed by competent authority of BHEL.

13.2 The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof.

13.3 In case the parties are unable to reach any amicable settlement (whether by Conciliation to be conducted as provided hereinabove or otherwise), then, either Party may, commence arbitration in accordance with the arbitration rules of the arbitral institution mentioned in the SCC for adjudication by Sole Arbitrator to be appointed by the said arbitral institution.

13.4 A party willing to commence arbitration proceeding shall invoke the Arbitration Clause by giving notice to the other party in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice') before referring the matter to the arbitral institution.

13.5 After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to the said arbitral institution and it shall be adjudicated in accordance with the respective arbitration rules of the said arbitral institution. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a retired Judge or Advocate having considerable experience in dealing with such commercial disputes.

13.6 The cost and expenses pertaining to the Arbitration shall be governed by the Rules of the said Arbitral Institution.

13.7 The seat and venue of the arbitration shall be the place from which the Contract is issued by BHEL.

13.8 The cost of arbitration shall be shared by the parties during the arbitration proceedings in equal proportion and shall be finally borne as per the award of the Arbitrator.

13.9 Subject to arbitration in terms of clause above, the Courts at the place from which the Contract is issued shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract or Arbitration proceedings.

13.10 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 obligation under this Contract with due diligence and in a professional manner except where the Contract has been terminated by either Party.

13.11 It is agreed between the parties that Arbitration as a dispute redressal mechanism shall be applicable only in case where the amount involved in the disputes is less than Rs.10 crores.

Note: Ministry of Finance has issued OM reference No. 1/2/24 dated 03.06.2024 regarding "Guidelines for Arbitration and Mediation in Contracts of Domestic Public Procurement. In the said OM it has been recommended that Government departments/ Entities/agencies are to encourage mediation under the Mediation Act. 2023 . The said Act has not yet been notified by the Government. Therefore, the clause "Settlement of Disputes" shall be modified accordingly as and when the Mediation Act 2023 gets notified.

14. APPLICABLE LAWS AND JURISDICTION OF COURTS:

Indian laws both substantive and procedural, for the time being in force, including modifications thereto, shall govern the Contract including Arbitration proceedings. The court of competent civil jurisdiction at the place of the concerned BHEL Unit awarding the contract and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts.

15. DEFAULT/BREACH OF CONTRACT AND CONTRACTOR'S OBLIGATION

If the Contractor fails to provide the required services as per the Contract / fails to deliver the goods or materials or any instalment thereof within the period(s) fixed for such delivery or delivers goods or services not of the contracted quality and failing to adhere to the contract specifications or at any time repudiates or otherwise abandons the contract before expiry of such period or refuses or is unable to supply / provide goods / services or materials covered by the Order/Contract either in whole or in part or otherwise fails to perform the Order/Contract or commits any breach of the Order/Contract not herein specifically provided for, the contractor agrees that BHEL would be entitled to recover 10% of the contract value as damages for breach. Such compensation may be recovered from the security instruments like performance/security bank guarantee available with BHEL. In case the value of the security instruments available is less than 10% of the contract value, the balance amount shall be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, etc. with BHEL) under the contract or other legal remedies.

16. FORCE MAJEURE

16.1 "Force Majeure" shall mean any event beyond the reasonable control of the BHEL or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and shall include, without limitation, the following:

- i. war, hostilities, or warlike operations whether a state of war be declared or not, invasion, act of foreign enemy and civil war;
- ii. rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion, and terrorist acts;
- iii. epidemics, quarantine, and plague;
- iv. earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm or other natural or physical disaster.

16.2 If either party is prevented, hindered, or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within 14 days after the occurrence of such event.

i. If the contractor issues a notice under this clause, BHEL shall examine the existence of such force majeure and may excuse the contractor from performance of the contract during the existence of such force majeure.

ii. The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect thereof upon its or their performance of the Contract and to fulfill its or their obligations under the Contract.

iii. No delay or non-performance by either party hereto caused by the force majeure shall

(a) constitute a default or breach of the Contract; or

(b) give rise to any claim for damages or additional cost or expense occasioned thereby.

iv. If the performance of the Contract is substantially prevented, hindered, or delayed for a single period of more than 60 days or an aggregate period of more than 120 days on account of one or more events of Force Majeure during the currency of the Contract, the parties will attempt to develop a mutually satisfactory solution, failing which either party may terminate the Contract by giving a notice to the other.

17. TERMS OF PAYMENT

17.1 The Contract Price shall be paid by BHEL to the Supplier as per the terms specified in Special Conditions of the Contract.

17.2 Discrepant Amounts

In the event BHEL finds any discrepancy, within fifteen (15) days from receipt, in any invoice raised by the Contractor, BHEL shall give a notice regarding discrepant amount to the Contractor and withhold such part of the invoice value which is discrepant till such time the discrepancy is resolved between the Parties. If the Contractor intends to dispute the discrepant amount, the Contractor shall provide documentary evidence to BHEL within fifteen (15) days of receipt of notice regarding such discrepant amount. If Contractor's documentary evidence is accepted by BHEL, it shall pay the amount as mentioned in the invoice raised by the Contractor. In the event that the Parties are unable to resolve any issue in relation to such discrepant amount(s) within thirty (30) days of issue of the notice by BHEL in relation to the discrepant amount, such dispute shall be resolved in accordance with Clause 13.

17.3 Notwithstanding anything to the contrary in the Contract, the payment of any invoice by BHEL shall not prejudice, at any point of time, any rights of BHEL under the Contract, including the right of BHEL to notify any discrepancy in accordance with Clause herein above in respect of any amounts therein, as may be identified by way of any audit or inspection, that may have been conducted subsequent to the payment of such invoice. In the event any such discrepancy is identified in relation to any invoice that has already been paid by BHEL, BHEL shall have the right to adjust any amount that may be due and payable by the Supplier.

17.4. The Contractor agrees that no interest shall be payable by BHEL on any amount due under this contract.

18. NO CLAIM CERTIFICATE

The Contractor shall not, be entitled to make any claim, whatsoever, against BHEL under or by virtue of or arising out of this contract nor shall BHEL entertain or consider any such claim after Contractor has signed a “no claim certificate (WAM10)” in favour of BHEL or in such forms as shall be required by BHEL after the works are finally accepted.

19. LIAISONING WITH LOCAL AND STATE AUTHORITIES

Contractor will co-ordinate with state and local authorities for the work being done, as and when needed.

20. REPORTING

Contractor will submit the Daily, Weekly, Monthly, Quarterly, Half-Yearly and Annual Reports as per the formats discussed and decided between BHEL and Contractor.

21. COMMISSION FOR EMPLOYMENT

21.1 The Contractor hereby undertakes that it shall not charge any fees in whatever name, or take any monetary / non-monetary considerations / deductions from its workforces/ individual/ persons/ resources engaged by it, to be deployed at BHEL site. The Contractor further agrees that it will not indulge in any unethical practices and acknowledges that any noncompliance of the aforesaid undertaking will be treated as a material breach of the Contract, in which case BHEL shall have the right to take appropriate independent actions including termination of the Contract and actions as deemed fit.

21.2 After award of contract, if the Contractor is found to be charging any amount from the manpower on its roll in any manner, the agreement shall be terminated immediately with forfeiture of Performance Security amount and also the Contractor will be blacklisted. Any amount received from its manpower as registration or any fees by the Contractor will be recovered from the pending bills and will be paid directly to the concerned manpower.

22. CONTRACTOR'S REPRESENTATIVE

The Contractor shall nominate a coordinator/ Single Point of Contact (SPOC) who shall be responsible for regular interaction with BHEL so that optimal services of the persons deployed could be availed without any disruption.

23. STATUTORY OBLIGATIONS/ COMPLIANCES/ REQUIREMENTS

23.1 Contractor shall comply with all the statutory requirements, rules, regulations, notifications in relation to employment of his workforces. The Contractor shall duly comply with all Acts, Laws, or other Statutory rules, regulations, bye-laws applicable or which might become applicable to the place of work with regard to the performance of the work under the contract. Contractor shall indemnify BHEL against all claims and losses arising out of any non-compliance and violation of any applicable Law in connection with the subject matter of the contract. Contractor, wherever applicable, shall maintain proper records prescribed by the concerned statutory authorities and also provide a copy of the same to BHEL.

23.2 The Contractor shall alone be responsible for Compliance of all labour legislation's (as may be amended from time to time) in respect of persons employed by or through him and deputed for the services being provided to BHEL.

23.3 Minimum rates of wages shall be as per the notifications of concerned State Government/Appropriate Government from time to time.

23.4 The Contractor shall prepare, maintain and submit all records, documents, returns, registers, notice, etc. as required under various Labor Legislations in the prescribed manner as applicable from time to time and within prescribed time to the concerned statutory authorities and produce the same on demand. The Contractor shall keep itself updated of the various labour laws as applicable to it and which may become applicable to it from time to time and shall take effective and speedy steps to comply with the same. In the event of

breach of any law as applicable to its personnel or otherwise, by the contractor, the Contractor alone shall be responsible and liable for legal action that may arise as a result of such breach or violation and consequences thereof, if any.

- 23.5 The Contractor shall ensure to pay the entire wages payable by it under Minimum Wages Act as applicable from time to time to the workforce deployed / to be deployed and further ensure to deposit the PF and ESI contribution on such gross wages with the appropriate authorities within due dates and shall submit the copy of challan for the PF & ESI contribution deposited by it along with its details to BHEL as and when called upon to do so. It is agreed that BHEL shall be entitled to withhold contractor's payment, should the contractor fail to submit records of statutory compliances as and when called for, until such record is produced before BHEL. If it is discovered that the Contractor has failed in its statutory compliances, BHEL shall terminate the Contract.
- 23.6 The Contractor will regulate recruitment, terms & conditions of employment, welfare amenities, disciplinary action, grievance handling, transfer, promotion, wages, allowances, leaves/holidays & benefits, provision for lunch, etc. of personnel deployed with BHEL.
- 23.7 The Contractor shall ensure that the personnel deployed in the premises of BHEL follow the safety norms, rules, regulations and instructions strictly including prohibiting smoking inside the Premises.
- 23.8 The Contractor shall prepare and disburse wages/salaries of its personnel latest by 7th of every month or as prescribed by law from time to time and shall not delay the same for any reasons whatsoever. The Contractor shall provide BHEL with a copy of salary/wage payment register duly certified by it as and when required by BHEL. After receipt of copy of salary of workmen and its proof of payment, the bill will be processed accordingly. BHEL shall be entitled to depute its representative to oversee the disbursement of wages/salaries.
- 23.9 The Contractor shall be liable to pay retrenchment compensation, notice pay, gratuity or bonus as payable to its personnel as and when required and BHEL shall not be liable for any such obligation of the Contractor.

24. DEATH CUM ACCIDENTAL INSURANCE POLICY

The Contractor shall necessarily buy death cum accidental insurance (24x7) policy for all of his workforce to be deployed under the contract before the start of work. No workforce should enter the BHEL-premises or working area without insurance cover. Copy of the Insurance Policy to be necessarily submitted by the Contractor in the first month itself of start of the contract. The coverage shall be of Rs.5.00 Lakhs per individual. The sum assured (Rs. 5.00 Lakhs) shall become payable to the nominee/legal heir in the event of death due to accident of insured person. In the event of death of any member of workforce deployed by the contractor without proper insurance cover, the contractor shall be liable to pay Rs. 5.00 Lakhs to the nominee/ legal heir of such deceased member of workforce. Accident Insurance Scheme which will be a one-year cover, renewable from year to year, offering accidental death & disability on account of an accident. The Contractor will be responsible to pay the premium per annum per member for all the workforce during the contract. The Contractor must submit documentary evidence to show coverage of all the workforce under the above-mentioned insurance scheme at all times during the validity of contract. The Contractor has to assess the premium of insurance cover for the entire contract period. Contractors should include the impact of cost of insurance cover in

their quote (i.e. Service Charge) itself.

25. CONTRACTOR'S OBLIGATIONS

- 25.1 The Contractor will have full and exclusive liability for Wages, PF, ESI, Bonus, Insurance, overtime, Uniform etc.; for the personnel deployed by the contractor and other obligation arising under the applicable law at present and hereafter imposed by the Government / Local Bodies. The Contractor shall be fully responsible for the timely payment of wages, provident fund, bonus or any other benefits payable under the aforesaid Acts, Laws and regulations to the Workforce engaged by him at the work premises of BHEL. BHEL shall not be responsible for these payments or any other liability on this account. The Contractor shall also indemnify and compensate BHEL for any liability incurred by BHEL, including costs incurred thereon. In such an event, the nominated officer of BHEL shall be entitled to recover the amount so incurred, from the contractor, including forfeiture of the Security Deposit; and, if the sum so payable and / the Security Deposit is less than the amount due, it shall be lawful for BHEL to recover the balance amount as a debt from the Contractor.
- 25.2 Contractor will ensure that the job is executed through his workforce on his rolls and under no circumstances the contractor will deploy any casual workforce to carry out the job nor shall sub-contract the job.
- 25.3 The Contractor shall perform the work assignments to the satisfaction of BHEL. In case of unsatisfactory performance by the Contractor, BHEL shall intimate the same in writing to the Contractor; however, if the performance of the contractor does not improve within 7 days from the date of the above intimation, then, BHEL shall have the right to terminate the contract by giving one month's notice. BHEL shall also have the right to recover its damages (10%) from the Security Deposit received from the Contractor or any other financial holds including future invoices in the present or any other contract between the parties.
- 25.4 The Contractor shall exhibit its licence (Labour Licence if applicable etc.) or copy thereof in a conspicuous place at its place of work in BHEL premises. Every contractor shall display an abstract of the Contract Labour (Regulation and Abolition) Act, 1970 and rules in English and Hindi and in the language spoken by the majority of workforce in such form as may be approved by the Chief Labour Commissioner (Central).
- 25.5 Contractor shall ensure necessary assistance by its workforce to the police or to BHEL's authority in the process of any investigation pertaining to the activities of the Contractor.
- 25.6 It shall be the sole responsibility of the Contractor to settle disputes, if any arising out of the engagement between himself and the personnel engaged by him. In the event, any personnel approach the Competent Authority under any law or to the Court, the entire expenses in this behalf shall be borne by the Contractor.
- 25.7 The entire administration and deployment of the workforce will be the responsibility of the Contractor. The Proprietors/director(s) / authorized representative(s) on behalf of Contractor shall visit and check their workforce deployed at BHEL premise periodically in different shift and monitor their performance.
- 25.8 Personal bag & baggage of all the workforce deployed by Contractor at BHEL-Premise shall be liable for physical check-up both at the time of entry into the campus and while leaving at the security gate

25.9 The contractor shall ensure that while on duty, his workforce puts proper uniforms in distinctive color code and in neat & clean conditions issued to them by the Contractor.

25.10 For security reasons, the contractor shall furnish /submit the details of his workforce along with photograph at BHEL's Security Office before they are brought into the BHEL-premise for providing various services. Without the prior knowledge of the BHEL, the contractor shall not deploy any workforce for any job within BHEL premises. In case the Contractor decides to change one or more member of his workforce, this shall be brought in writing to the notice of the BHEL.

25.11 The contractor shall not deploy any workforce below the age of 18 years.

25.12 The contractor's workforce shall not loiter in the BHEL premises and also not normally move out of their specified areas. Persons other than those who are required to work or visit the specified premises shall not be allowed into such places.

25.13 The contractor's workforce shall not indulge in entertaining their guests/outside in the work premise during their working hours.

25.14 While every care has been taken to ensure that the contents (w.r.t. Statutory Obligations / Compliances) of this tender document are accurate and up to date. In case of any conflict between the statutory provisions stipulated in this tender document and in the original source such as applicable Acts or the prevailing laws / rules, the statutory provisions contained in the extant law/rule and the original instructions shall prevail.

25.15 All the consumable materials will be of standard quality as mentioned in the scope of services and that will be verified by the Company Representative before the use.

25.16 The Workforce deployed by the Contractor shall have no right or claim or complaint of any nature whatsoever against BHEL including permanent absorption in BHEL. Any complaint as regards the working condition or dispute of any nature can only be taken up through the Contractor.

26. CARE & TREATMENT:

Contractor or his representative should be in regular touch with all his workforce during all work timings. If any member of workforce falls ill or suffers an accident / injury, the contractor or his authorized representative, shall immediately arrange to take him/her for proper medical care. Delay / ignoring will be treated as violation of contractual obligations. Provisions of First Aid Facility should be provided & maintained by the Contractor so, as to be readily accessible during all working hours. In case, while on duty and during the course of engagement in work premises of BHEL under this Agreement, if any of the Contractor's Workforce meet (s) with any injury / illness 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 other statutory liabilities like ESI, Insurance etc. Contractor shall make every arrangement to render all the possible assistance to their workforce in such cases.

27. REGISTERS AND RECORDS AND COLLECTION OF STATISTICS

All registers and other records required to be maintained under various Labour Laws / Rules, shall be maintained complete and up-to-date, and, unless otherwise provided for, shall be kept with Work Supervisor or the nearest convenient building within the precincts of the workplace or at a place within a radius of three kilometers. Such registers shall be maintained legibly in English and Hindi or in the language understood by the majority of the workforce. In case of any call seeking information or statistics in relation to Contractor's workforce at any time by an order in writing, the same should be provided without fail. The contractor shall maintain all Register(s); or alternative suitable Register(s) in lieu of any of the registers prescribed below.

27.1 Contract Labour (Regulation & Abolition), Act, 1970 & Payment of Wages Act, 1936:

- Employee Register in FORM- A.
- Wage Register in FORM- B.
- Register of Loan / Recoveries in FORM- C
- Attendance Register in FORM- D.
- Employment Card in FORM – XII
- Copies of Wage Slips in FORM – XIX.
- Copies of Half-Yearly Returns in in FORM – XXIV.

27.2 Employee State Insurance Act, 1948:

- Register of employees in FORM-6
- Accident Book in FORM-11

27.3 Employees Provident Fund & Miscellaneous Provisions Act, 1952: The Contractor has to maintain the Eligibility Register and Online Return submitted in compliance to Para 36B of the EPF Scheme 1952. Copies of Nomination cum Declaration prescribed under the Payment of Wages Act 1936, The Employees Provident Fund & Miscellaneous Provisions Act 1952, and The ESI Act 1948.

27.4 The Payment of Bonus Act, 1962:

- Register showing the details of the amount of bonus due to each of the contract workers, the deductions under Sections 17 and 18 and the amount actually disbursed, in FORM- C.
- The contractor shall send a return in FORM –D to the Inspector so as to reach him within 30 days after the expiry of the time limit specified in Section 19 for payment of Bonus.

27.5 The Ease of Compliance to Maintain Registers under various Labour Laws Rules, 2017: Ministry of Labour & Employment has since notified "Ease of Compliance to maintain Registers under various Labour Laws Rules, 2017" on 21st February 2017 which has in effect replaced the 56 Registers/Forms under 9 Central Labour Laws and Rules made thereunder in to 5 common Registers/Forms. This will save efforts, costs and lessen the compliance burden by various establishments. These Rules are available on the Website of this Ministry at the link below:

<http://labour.gov.in/whatsnew/ease-compliance-maintain-registers-under-various-labour-laws-rules-2017>

- Employee Register – FORM A.
- Wage Register – FORM B.
- Register of Loan/Recoveries – FORM C.
- Attendance Register – FORM D.

28 RETURNS UNDER LABOUR LAWS

The Unified Shram Suvidha Portal, developed by Government of India, facilitates reporting of inspections & submission of Returns and has also been envisaged as a single point of contact between employer, employee and enforcement agencies bringing in transparency in their day-to-day interactions. For integration of data among various enforcement Agencies, the Contractor, as an inspectable unit, is required to register and obtain Labour Identification Number

(i.e. LIN) from Shram Suvidha Portal and submit the same in BHEL. Single Online Common Annual Return under 9 Central Labour Acts {(1) *Payment of Wages Act, 1936* (2) *Minimum Wages Act, 1948* (3) *Contract Labour (Regulation and Abolition) Act, 1970* (4) *Maternity Benefit Act, 1961* (5) *Building and Other Construction Workers (Regulation of Employment and Condition of Service) Act, 1996* (6) *Payment of Bonus Act, 1965* (7) *Inter-State Migrant Workmen (Regulation of Employment and conditions of Service) Act, 1979* (8) *Industrial Disputes Act, 1947* (9) *The Mines Act 1952*} has been made operational on Shram Suvidha Portal since 24th April 2015 to facilitate filing of simplified Single Online Return by the establishments instead of filing separate Returns, under the Various Acts and same shall be duly filed by the contractor with a copy to BHEL. The Contractor shall submit annual returns in Form-6A and Form 3A, prescribed under statutory EPF scheme, 1952 and annual returns in Form-6 prescribed under ESI Act, in respect of all the workforce (wherever applicable) deployed by him with a copy to BHEL.

29. COMPLIANCE WITH BHEL RULES

The contractor shall comply with all norms stipulated by BHEL such as gate passes, discipline & decency at and around the work site etc.

30. INDEMNITY

The Contractor shall indemnify and compensate BHEL against any liability that BHEL is subjected to on account of any statutory or contractual violation including any liability arising under the Contract Labour (Regulation and Abolition) Act, 1970 towards the workforce engaged by the contractor. BHEL shall be entitled to recover its losses arising out of such liability from the security deposit or other financial holdings in the contract

The Contractor shall also indemnify and hold BHEL harmless from and against all claims, damages, losses or expenses arising out of or resulting from the work/ services under the contract.

31. COMPANY REPRESENTATIVE

BHEL will nominate for each work premise covered under this Agreement, a Representative (hereinafter called "the Company Representative"). The Company Representative shall be the point of contact between the Contractor and the Company.

32. WITHDRAWAL OF WORKFORCE

In the event of termination of contract for any reason whatsoever or on completion of contract, the contractor shall withdraw all his workforce from the establishment of BHEL. In case the contractor has to discontinue services of any workforce (due to any reason) deployed under this agreement at any of BHEL premise, he should settle all statutory dues/payments of such individual immediately.

33. INSTRUCTION BOOK

The Contractor shall maintain an instruction book at job premises, serially numbered on each page, so that BHEL's visiting officers can issue instructions regarding progress and quality of job to the Contractor. The Contractor or the contractor representative will sign in the instruction book in token of receipt of and understanding of such instructions. Action taken on the instructions by the contractor or the contractor's representative shall be intimated to Company Representative or any other authorized representative of BHEL and their comment be recorded in the instruction book.

34. IDENTITY

The Contractor shall ensure that the Workforces engaged by him must wear & display ID-cards prominently on their uniform during their duty period (as the same duly endorsed by BHEL). Each Workforce shall also wear his name badge (to be issued by the contractor) while on duty. All the

personnel so deployed will follow strictly the security regulations of the BHEL, in vogue from time to time.

35. ATTENDANCE RECORD

Attendance of the workforce deployed by the Contractor will be maintained by the Contractor and copy of such document duly signed & stamped by the Contractor shall be provided to BHEL as and when called for. Contractor shall provide proper Biometric Employment cards for the contract workers to be deployed by him for Work/Services, duly signed by the contractor or authorized person on behalf of contractor. Contractor is required to install Biometric Attendance System to regulate attendance of the workforce engaged by them. Contractor shall provide proper Biometric Employment cards for the workforce to be deployed by him for Work/Services, duly signed by the contractor or authorized person on behalf of contractor. All the workforce deployed by the Contractor at work premises should also mark their attendance in the Bio-Matric Attendance System installed at BHEL premises. For the same, the Contractor should complete all formalities before deployment of workforce at work premises. However, a physical attendance register (Muster-Roll) shall be also maintained by the concerned Work Supervisor of the Contractor at work premise for physical verification by BHEL / statutory authorities.

36. CHARACTER VERIFICATION AND ANTECEDENCE

The contractor should get the character / antecedents of all the workforce deployed by them at the work premises, verified by the Police Authorities before engaging & deploying them in BHEL premises. It is mandatory for the Contractor to Arrange / Apply for "On Line" Police Verification in respect of each individual deputed for BHEL on his own expenses and submit Police Verification Report obtained from the Police Authorities in respect of each individual before deploying him/her for BHEL treating it as a mandatory requirement. Please note that online application for Police Verification is to be made by the Contractor himself/themselves giving declaration that the individual in question is his/their own employee. Police Verification applied by the individual will not be accepted. In case the contractor desires to change the Workforce deployed by him/her due to any reason or BHEL requires the Contractor to withdraw any workmen, the new incumbent (replacement) should be deployed subject to verification as explained above.

37. CHARGES FOR EXTRA SERVICES

The Contractor shall be entitled to claim additional charges for extra services beyond the initial scope of work at the rates agreed under the Special Conditions of the Contract. In addition to normal duty hours, extra services may be required. However, the Contractor shall not render any extra services unless he receives specific written instructions from Company Representative of BHEL. The Contractor shall ensure that the personnel deployed by it receive their overtime charges as prescribed under the law applicable at the place of deployment, if they are made to work for extra hours or on holidays by the Contractor.

38. WORKING DAYS / HOLIDAYS / LEAVE

38.1 All the workforce must be allowed at least one whole day of rest / weekly-off for every six continuous working days or as laid down in the prevailing laws. No deduction shall be made by the Contractor from the wages of any workforce on account of Weekly-Off, National Holidays or Public Holidays. Workforce deployed by the Contractor shall be required to work normally on all six days (Monday to Saturday) for 8 ½ Hrs. with a break of half-an-hour after every 04 Hrs. or as provided under the applicable law from time to time. The Contractor's shall ensure that its workforce is granted leaves as per the applicable Shops and Establishment Act or Factories Act as amended from time to time.

38.2 Payment against encashment of paid leave shall be made to the Contractor when the

Contractor submits proof of such payment at the end of one year i.e. annual basis (and not with every monthly bill).

- 38.3 If there are any changes in statutory laws / periodicity of payment of leave entitlement or if any other leave / holidays are enforced or modified in future, the Contractor will be authorized for billing to cover the same accordingly. The Contractor will maintain proper records of Leaves/ Holidays/ Weekly off etc. granted to the workforce.

39. WORKING TIME & NATURE OF SERVICES

The contractor shall perform all the job / services as details mentioned in the scope of work.

40. SAFETY, HEALTH AND ENVIRONMENT (SHE) MANAGEMENT

40.1 All necessary precautions for safety of the man / machine, fire hazard & environmental aspects shall have to be taken by the Contractor for the activities performed by his workforce.

40.2 The Contractor will be responsible for meeting all obligations for providing a safe and healthy workplace for its workforce. The contractor will be responsible for frequent and regular safety inspections of the worksites, materials, and equipment by its competent employees.

40.3 Safety and Personal Protective Equipment: Unless otherwise specified, the contractor is responsible for providing all necessary safety and personal protective equipment (PPE) needed by its workforce. This equipment must meet appropriate OSHA requirements and be in good working order. The contractor shall ensure that its workforce have received appropriate training on the use and maintenance of safety and PPE prior to its use. Failure to correctly use appropriate safety equipment is a violation of the contract and may result in damages in law and any applicable penalties in line with Special Conditions of the Contract.

40.4 Safety Training: The contractor must ensure that its workforces have completed appropriate health and safety training when required by statute/regulation and provide documentation of such training when required by BHEL.

40.5 Safety and Health Plan: The contractor must develop and implement a comprehensive health and safety plan for his or her workforce, which covers all aspects of operations and activities associated with the contract. This plan must comply with all statutorily applicable health and safety regulations and any project specific requirements that BHEL has specified.

40.6 It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the "National Policy on Safety, Health and Environment at Workplace".

41. BHEL'S RIGHT TO WITHDRAW / RELAX

BHEL reserves the right to withdraw / relax any of the terms and condition mentioned in the contract, so as to overcome the problem encountered at a later stage. No such withdrawal or relaxation in any term shall be deemed to affect the other terms and conditions of the contract unless done so expressly and in writing.

42. NO EMPLOYER-EMPLOYEE RELATIONSHIP

The workforce deployed by the Contractor shall be the employees of the Contractor and there shall not be any employer – employee relationship between BHEL and the said workforce of Contractor on any ground whatsoever. BHEL will not issue any experience certificate to the workforces of the Contractor.

43. FACILITIES AND UTILITIES TO BE PROVIDED BY THE BHEL TO CONTRACTOR AT SITE

43.1 WATER & ELECTRICITY: Water & electricity shall be supplied to the contractor by BHEL free of cost subject to that the contractor will utilize the Water/Electricity for the services to be provided to BHEL. BHEL does not guarantee 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 their own cost in the event of any break down in the government water/ electricity mains so that the services to be provided against this contract is not held up for the want of the same.

43.2 STORES: The contractor shall be provided free of cost a space for storing the materials related to the scope of work which will be utilized against this contract only. The contractor shall at all times keep the place tidy, clean and in sanitary condition to the entire satisfaction of the Officer In-charge. The safety & security of the contractor's materials will be the

responsibility of contractor himself. BHEL will not provide any compensation due to theft, damage or loss of contractor's materials. The stores provided to the contractor will not be utilized as the accommodation for the workers or for any other purpose than storing the materials related to housekeeping and catering services.

44. CONTRACTOR'S WORKFORCE

44.1 The Contractor shall provide workforce in sufficient numbers to meet the requirement of the scope of work and to the satisfaction of the BHEL's Company Representative. Estimated quantities envisaged for all services shall be as provided in the Special Conditions. In order to maintain quality services and minimize operational problems, the contractor may rotate the workforce with prior intimation to BHEL. For satisfactory services, the Contractor shall continuously maintain workforce strength as required to cope up with the requirement as arisen for satisfactory services to BHEL. Contractor has to deploy the minimum workforce as emphasized in the scope of services in the contract at any given day. Any deficiencies of the scope of services, the monthly payment against the job / services provided shall be deducted to the tune of shortages.

44.2 The workforce shall be classified as follows-

- i) TYPE-A- Unskilled (USW): For providing Services at Job-Premise, the Contractor has to deploy unskilled workforce who must be minimum 5th Pass and know operations that involve the performance of simple duties, which require the experience of little or no independent judgment or previous experience although familiarity with the occupational environment is necessary.
- ii) TYPE-B- Semi-skilled (SSW) / Non-Matriculate: For providing services at Job- Premise, the Contractor has to deploy semi-skilled workforce who must be minimum Non Matriculate (8th Pass), his/her work will be limited to the performance of routine operations of limited scope.
- iii) TYPE-C- Skilled (SW)/Work Supervisor (SW) / Matriculate: For providing Services at Job Premise, the Contractor has to deploy skilled workforce who must be Matriculate (10th Pass), his/her shall be capable of working efficiently of exercising considerable independent judgement and of discharging his duties with responsibility. They must possess thorough & comprehensive knowledge of the trade, craft or industry in which they will be deployed by the Contractor. Specific work, wherever required, work supervisor, receptionist etc. should have basic knowledge of operating computer. The Contractor i.e. the employer of contract workers will give certification regarding eligibility of an individual for his/her respective category for TYPE-A, TYPE-B & TYPE-C (mentioned above) on the basis of their skills/experience etc.

44.3 Efficiency, promptness, quality service, good behavior and politeness of the workforce are shall be ensured at all times. The Contractor is required to supervise the operations at all working hours and his manager or supervisor shall personally supervise operations in the kitchen and dining area at the BHEL premises.

44.4 The workforce deployed by the contractor shall be healthy and should not be suffering

from any communicable diseases. The contractor shall get his employee medically examined on regular intervals and such reports shall be produced as and when called upon by BHEL.

44.5 The persons deployed by the Contractor shall not be entitled to pay, perks and other facilities admissible to regular/ confirmed employees during the currency or after expiry of the Agreement.

44.6 No medical facilities or reimbursement or any sort of medical claims thereof in respect of workforces provided by the Contractor will be entertained by BHEL.

44.7 The Contractor shall furnish the following documents in respect of the manpower deployed by them to BHEL's premise/ designated premise in the given time limit:

- List of persons deployed (monthly)
- Biodata/ resume with antecedents' details (at the time of deployment)
- Copy of Aadhaar Card of the candidates (at the time of deployment)
- Identity Cards issued by Contractor bearing photograph (within 8 days of joining)
- Identity proof and residential proof (at the time of deployment)
- Copy of police verification certificate (at the time of deployment)
- Copy of birth certificate, if required (at the time of deployment - for domicile purpose)

44.8 For all intents and purposes, the Contractor shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Contractor shall not have any claim whatsoever like employer and employee relationship with BHEL. No deployed manpower shall be allowed to stay in the BHEL's premise/ designated premise unnecessarily after working hours without BHEL's permission.

45. SUPERVISION OF CONTRACTOR'S WORKFORCE

SUPERVISORY SERVICES: Due supervision of jobs at the work premises shall be ensured by the contractor's work supervisors daily for closely monitoring services under the job contract and work supervisor shall be equipped with cell phone facility for effective coordination with BHEL. Adequate intercommunication facilities for communication between supervisors/managers shall also be provided by the contractor. The major responsibility of the works Supervisor would be as under:

45.1 Obtaining instructions from the concerned BHEL Official(s) for carrying out the works pertaining to their areas.

45.2 Passing on the work instructions to his team of workforce ensuring completion of work within the stipulated time as instructed above and as per the terms & conditions of the tender document.

45.3 To ensure proper conduct and discipline by his team of workforce, while performing their duty at BHEL premises.

45.4 To report / intimate any constraint in writing, if so felt, during the execution of designated works by his team of workforce.

46. ASSIGNMENT

The Contractor shall not, without the express prior written consent of BHEL, assign to any third

party the Contract or any part thereof, or any right, benefit, obligation or interest therein or thereunder.

47. TERMINATION

47.1 Termination for BHEL's Convenience

- (i) BHEL may at any time terminate the Contract for any reason by giving the Contractor a notice of termination that refers to this clause.
- (ii) Upon receipt of the notice of termination under Subclause 1), the Contractor shall, either immediately or upon the date specified in the notice of termination,
 - (a) cease all further work, except for such work as BHEL may specify in the notice of termination; and
 - (b) remove all Contractor's Equipment from the Site, repatriate the Contractor's personnel from the Site, remove from the Site any wreckage, rubbish and debris of any kind, and leave the whole of the Site in a clean and safe condition.
- (c) In the event of termination of the Contract under Subclause 1), the BHEL shall pay to the Contractor the Contract Price, properly attributable to the parts of the Facilities executed by the Contractor as of the date of termination;

47.2 Termination for Contractor's Default

- (i) BHEL, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith in the following circumstances by giving a notice of termination and its reasons therefor to the Contractor:
 - a) if the Contractor becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Contractor is a corporation, a resolution is passed or order is made for its winding up, other than a voluntary liquidation for the purposes of amalgamation or reconstruction, a receiver is appointed over any part of its undertaking or assets, or if the Contractor takes or suffers any other analogous action in consequence of debt; and
 - b) has abandoned or repudiated the Contract or has without valid reason failed to commence work on the Facilities promptly or has suspended the progress of Contract performance after receiving a written instruction from the BHEL to proceed;
 - c) persistently fails to execute the Contractor remedy any breach or persistently neglects to carry out its obligations under the Contract; then BHEL may, without prejudice to any other rights it may possess under the Contract, give a notice to the Contractor, stating the nature of the default and requiring the Contractor to remedy the same. If the Contractor fails to remedy or to take steps to remedy the same within 14 days of its receipt of such notice, then BHEL may terminate the Contract forthwith by giving a notice of termination to the Contractor.
- a) Upon receipt of the notice of termination under Subclause
 - (i), the Contractor shall, either immediately or upon such date as is specified in the notice of termination, cease all further work, except for such work as BHEL may specify in the notice of termination.
 - (ii) the Contractor shall be entitled to be paid the contract price attributable to the works executed/services performed up to the date of termination. Any sums due to BHEL from the Contractor accruing prior to the date of termination and already intimated to the Contractor shall be deducted from the amount to be paid to the Contractor under this Contract.

47.3 Termination by Contractor

- (i) If BHEL has failed to pay the Contractor any sum due under the Contract within the specified period, if any, without just cause, the Contractor shall give a notice to BHEL of the same. If BHEL fails to pay such sums or give its reasons for withholding such sums within 14 days after receipt of the Contractor's notice, the Contractor may by a further notice to BHEL shall be entitled terminate the Contract.
- (ii) In calculating any monies due from the BHEL to the Contractor, account shall be taken of any sum previously paid to the Contractor under the Contract, including any advance payment paid. The Contractor shall be entitled to be paid the contract price attributable to the works executed/services performed upto the date of termination.

48. SUSPENSION OF BUSINESS DEALINGS

BHEL reserves the right to take action against Contractors who either fail to perform or indulge in malpractices, by suspending business dealings with them in line with BHEL guidelines issued from time to time.

6. Special Conditions of the Contract.

1. Contractor is required to employ the 4 (Four) employees (as under), whose names are mentioned in the matter pending before the Hon'ble Industrial Tribunal, Maharashtra at Mumbai, in Reference (CGIT) No. 57 of 2003, with continuity of services and subject to the final Orders of the Central Government Industrial Tribunal cum Labour Court No.1
 - I. Mr. Sunil Jadhav-Supervisor
 - II. Mr. Mahesh Adelar- HK Boy/Worker/ Assistant
 - III. Mr. Sanjay Palsamkar- HK Boy HK Boy/Worker/ Assistant
 - IV. Mr. Yashwant Pawar- HK Boy HK Boy/Worker/ Assistant
2. Period of Contract: The Contract shall initially be for a period of 2 year (01.01.25 to 31.12.26), extendable for one more year on mutual consent. The rates quoted by the bidder shall remain unchanged during the period of contract and extension if any. BHEL however, reserves the right to terminate the contract at any time without assigning any reason thereof by serving one month notice.
3. The Contractor would be wholly responsible for the job to be performed.
Work location is BHEL Premises, 15th floor, World Trade Centre-I, Cuffe Parade, Colaba, Mumbai 05.
4. Canvassing in any form or any attempt to influence directly or indirectly any official of the company will lead to rejection of the bid & forfeiture of the EMD. The company shall be entitled to cancel the contract and to recover from the Contractor the amount of any loss resulting from such cancellation, if the Contractor has offered or given any person any gift or consideration of any kind as an inducement or reward for doing or intending to do any action in relation to the obtaining or the execution of the contract or any other contract with the company or for showing or indenting to show favour or disfavour to any person in relation to the contract with the company, if the like acts shall have been done by any persons employed by him or acting on his behalf whether with or without the knowledge of the Contractor in relation to this or any other contract with the company.
5. Successful bidder shall have to execute "Contract Agreement" on a non-judicial stamp paper of ₹100/-, immediately after the issuance of LOI / Work Order.
6. The contractor has to employ the said workmen in continuity of service. In case of change of contractor, gratuity of said workmen is to be transferred by earlier contractor to succeeding contractor.

7. EVALUATION CRITERIA:

There will not be RA. Bidders are requested to give their best possible offer. Offer should be firm. The offers will be evaluated on the basis of the lowest administrative/ service charges as % of (Basic + DA) (Ref Price Bid) as shown in the price bid. The qualified bidder who quotes lowest, will be referred as L1 and called for further process of award of work. Order will be placed on one party only. BHEL Reserves right to Negotiate with L1 party.

In case of tie for L1, name of parties who quoted lowest, will be written on individual chit, all chits will be folded and placed in box/pot. One of the party (preferably in alphabetical order) will be asked to pick one chit from the box/pot. The bidder whose chit is picked up, will be termed as L1 for further process.

8. Security Deposit

Security Deposit (SD): The Successful L1 bidder, within seven days of receipt of the notification of acceptance of LOI or before start of work (whichever is earlier), deposit Security deposit @ 5 % of Contract value.

Modes of Deposit:

Security deposit may be made in any of the following ways:

- a. NEFT / RTGS details will be provided(as permissible under the extant Income Tax Act).
- b. Electronic Fund Transfer in favour of BHEL .
- c. Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- d. 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).
- e. Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).

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

Note: Acceptance of Security Deposit against Sl. No. (d) and I above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith).

General Terms related to SD:

- a. The security Deposit will not carry any interest. Security Deposit shall be released to the contractor after 3 months of fulfillment of Contractual obligations as per terms of contract.
- b. 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
- c. BHEL, shall not be responsible for any loss of securities due to liquidation or any other reason whatsoever or any depreciation in the value of the Securities while in their charge or for any loss of interest thereon.
- d. All compensation or other sums of money payable by the contractor to BHEL under the terms of this contract or under any other contract with BHEL, may be deducted from the Security Deposit.
- e. In case of an Award of a Contract and if the Contractor fails to perform or does not comply with the Performance Evaluation Criteria, the Security Deposit will not be refunded / Bank Guarantee encashed.
- f. The claim period for Bank Guarantee shall be kept three months after the contract end date.
- g. "Bidder agrees to submit performance security required for execution of the contract within

the time period mentioned. 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 by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered from the bills along with the interest”

9. PAYMENT TERMS

1. No Advance payment will be made.
2. All the payments shall be released in INR in line with the prices finalized in the Contract.
3. 100% Payment of relevant schedule of Price bid schedule including GST on 100% invoice value will be paid after satisfactory completion of work
4. Pakka bill with GST number is must. The bill should be in name of BHEL bearing GST No. 27AAACB4146P1ZF. The GST no of contractor should also be written on the bill. The GST amount would be released once it is reflected on GST portal.
5. Payment will be made online through NEFT/RTGS to contractor bank account on submission of bill and its verification. Successful bidder must give bank details for NEFT/RTGS in prescribed format.
6. The amount payable on monthly basis.
7. The bonus or other statutory liabilities and paid leave as per statutory provisions will be reimbursed after payment of same by the contractor along with service charge and taxes.
8. In case, if at any stage any statutory compliance is required to meet, the bidder, selected for the purpose has to comply with the statutory compliance.
9. The contractor shall make a claim for the services rendered under this contract to BHEL within (3)Three months of such service.
10. In case the job is cancelled/withdrawn (because of any reason or circumstances), no amount will be paid.

10. Evaluation and Financial Bid

PRICE BID	
Housekeeping Contract for BHEL 15 th Floor Cuffe Parade Colaba Mumbai 05	
Skilled Supervisor (BP + DA) : 11632 + 3250=14882, Unskilled Worker (BP + DA): 10021+3250=13271	
Salary for 3 worker @ Rs.13271 per month (Minimum wages + special allowance)	39813
Salary for 1 supervisor @ Rs.14882 per month (Minimum wages + special allowance)	14882
Total salary for all workers	54695
Total no. of working days for worker (3 workers x 30 days)	90
Total no. of mandays present (workers)	90
Salary for 3 workers per day (Assuming attendance on all days)	442
Salary for 3 workers based on actual attendance for Sep 2024	39813
Total no. of working days for supervisor (1 supervisor x 30 days)	30
Total no. of mandays present (supervisor)	30
Salary for 1 supervisor per day (Assuming attendance on all days)	496
Salary for 1 supervisor based on actual attendance for a month	14882
Total salary for workers and supervisor based on attendance	54695
HRA @ 5% on total salary	2735
PF @ 13% on total salary	7110
ESIC @ 3.25% on total + HRA	1866
Bonus @ 8.33% on total salary	4556
Uniform charges Rs.1500/- per year (Rs.1500 / 12 x No. of persons)	500
Gratuity 15 days per year (year considered as 312 days)	2630
21 days leave with wages per year (year considered as 360 days)	3191
Administrative/ service charges @ _____% of (Basic + DA)	to be QUOTED
Total Without GST	will be calculated as per Administrative/ service charges quoted by bidder
GST @ 18% on Gross Amount	will be calculated later
Monthly Grand Total	will be calculated as per Administrative/ service charges quoted by bidder
Yearly Grand Total	will be calculated as per Administrative/ service charges quoted by bidder

Sign and stamp of Agency

1. The Bidders are required to submit Technical bid as per NIT.
2. Each and every page of attached document should be signed and stamped by bidder or their authorized representative.
3. BHEL reserves the right to reject all or any Bid in whole, or in part, without assigning any reason thereof.
4. Financial bid of techno-commercially qualified bidder will be opened.
5. EVALUATION CRITERIA: There will not be RA. Bidders are requested to give their best possible offer. Offer should be firm. The offers will be evaluated on the basis of the lowest administrative/ service charges as % of (Basic + DA) (Ref Price Bid) as shown in the price bid. The qualified bidder who quotes lowest, will be referred as L1 and called for further process of award of work. Order will be placed on one party only. BHEL Reserves right to Negotiate with L1 party. In case of tie for L1, name of parties who quoted lowest, will be written on individual chit, all chits will be folded and placed in box/pot. One of the party (preferably in alphabetical order) will be asked to pick one chit from the box/pot. The bidder whose chit is picked up, will be termed as L1 for further process.
6. The selection of the vendor will be decided on the basis of Service Charge quoted by the bidder.
7. Bidder shall quote Administrative/ service charges as percentage of Basic+DA of workmen.
8. The minimum floor price for Administrative/ service charges is set at 3.85 % of (Basic + DA). If price quoted is less than minimum floor price, bid will not be considered.
9. In case, there is subsequent change in minimum wages/Basic/DA, the contractor shall make the revised payment to the workers as per latest rates and the bill shall be claimed accordingly. The Vendor/ Contractor is also required to submit the notification regarding the same.
10. The Contractor shall necessarily buy death cum accidental insurance (24x7) policy for all of his workforce to be deployed under the contract before the start of work. Copy of the Insurance Policy to be necessarily submitted by the Contractor in the first month itself of start of the contract. The coverage shall be of Rs.5.00 Lakhs per individual. Contractors should include the impact of cost of insurance cover in their quote (i.e. Service Charge) itself.
11. Incomplete or Conditional Bid if any, in any form, shall be rejected outrightly.
12. The Financial Bid not in conformity with Existing Minimum Wages will be rejected out rightly.

Sign and stamp of Agency

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Sub : Letter of compliance

On letter head

To,

M/s Bharat Heavy Electricals Limited,
15th Floor, World Trade Centre-1,
Cuffe Parade, Mumbai –5

Dear Sir,

With reference to your tender for House Keeping Services at BHEL Premises, 15th floor, World Trade Centre-I, Cuffe Parade, Colaba, Mumbai 05, we have carefully read and understood the tender terms & conditions and hereby confirm that all the terms and conditions of your above tender are acceptable to us and our offer is based on the same.

In view of the above confirmation, if any deviation mentioned by us anywhere in the tender is not valid and is to be ignored by BHEL while finalizing the Tender.

Further, it is also confirmed that we have submitted the price bid without any deviations / conditions. In case, any deviation is observed in the financial bid the same is not be entertained / considered by BHEL.

I/We hereby declare and confirm that we have visited the work location and acquired full knowledge and information about the work to be executed.

I/We are aware and now conversant with local site conditions / Route feasibility to site/Local social issues/Local labour issues/ Work Culture/ Weekly holidays/ festivals Holidays, etc.

I/We do hereby declare that there is no legal case or compliant with the Police/Court/Regulatory authorities against the proprietor/firm/company/partner/director.

I/We do hereby declare that our firm has not been suspended for business dealing by BHEL and we do not engage service of any banned firms available on www.bhel.com.

I/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.

We state that there is no legal case/litigation in any court of law is pending/convicted/initiated against us. We have NOT been referred to NCLT/DRT/Interim Resolution Professional (IRP). We have not been declared “insolvent” by any statutory bodies.

We state that we will follow all local laws / acts / rules prevailing during execution of job and indemnify BHEL from any mishap / claims while undertaking the work.

The above information is true and correct and we will not raise any claim of any nature due to lack of knowledge of work locations and condition.

Thanking you,
Yours faithfully,

Sign and stamp of Agency

Legal Undertaking

Letter head of Agency

Date:

To,

BHEL, Mumbai

This is to certify and confirm the following:

We have gone through entire legal matter between BHEL , Global Maintenance Service (GMS), Khushi enterprises and Workmen of Global Maintenance Service (GMS)/Khushi enterprises (case Reference (CGIT) No. 57 of 2003). We have understood the matter.

We have no objection to be the party in this legal case, if invited.

We are ready to fulfil all statutory obligations including gratuity and dues to the workmen in this regards.

We shall ensure necessary compliance as per direction/judgement in this case.

We have no objection to employ the 4 (Four) employees (as under), whose names are mentioned in the matter pending before the Hon'ble Industrial Tribunal, Maharashtra at Mumbai, in Reference (CGIT) No. 57 of 2003, with continuity of services and subject to the final Orders of the Central Government Industrial Tribunal cum Labour Court No.1

- I. Mr. Sunil Jadhav-Supervisor
- II. Mr. Mahesh Adelkar- HK Boy/Worker/ Assistant
- III. Mr. Sanjay Palsamkar- HK Boy HK Boy/Worker/ Assistant
- IV. Mr. Yashwant Pawar- HK Boy HK Boy/Worker/ Assistant

Regards

Sign and stamp Representative of Agency

PRICE BID	
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Sign and stamp of Agency