



**BHARAT HEAVY ELECTRICALS LIMITED
(A GOVERNMENT OF INDIA UNDER TAKING)
POWER SECTOR-PROJECT ENGINEERING MANAGEMENT
PPEI, HRDI & ESI COMPLEX, PLOT NO. - 25, FILM CITY,
SECTOR - 16A NOIDA (U.P.) - 201301**

TENDER DOCUMENT

FOR

**Award of job Contract for upkeep maintenance and other
job services in Offices of BHEL, PS-PEM, at Noida**

Tender Ref. No. PE-LPE/10/2011

Dated: 08/11/2011

CONTENTS

1. Total papers in tender document are 22 nos. which include technical bid (Scope and general terms & conditions) & Price Bid.

Last date of Submission: 30/11/2011

[Signature]
08/11/11 12:30 PM
DGM(A/R)

(Signature & Seal of Contractor)



BHEL, PS-PEM, PPEI, HRDI & ESI COMPLEX, PLOT NO. - 25, FILM
CITY, SECTOR - 16A NOIDA (U.P.) - 201301
Tele No. 0120-4368711 (Phone), 0120-4329026 (Fax)

No. PE-LPE/10/2011

Dt. 08/11/2011

Submission of tender enquiry on 30/11/2011 by 02.00 PM
Due date for opening of bid on - 30/11/2011 3.00 PM

**SUB: Job Contract for upkeep maintenance and other job Services in Offices of BHEL,
PS-PEM at Noida**

Dear Sirs,

We are pleased to invite your tenders, in sealed covers for the subject work. The terms & conditions of the tender are mentioned below:-

A) GENERAL TERMS & CONDITIONS

1. BHEL shall have the privity of the contract with the contractor only and will give instructions to the contractor or his authorized representative. BHEL will have nothing to do or be concerned with the employment of employees working for the contractor. The relationship between BHEL and the Contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or an employer-employee relationship.
2. The contractor shall maintain regular contact with the designated employee(s) of BHEL and will interact on matters relating to the work awarded under this contract.
3. In case the Contractor does not carry out the contractual/statutory obligations or the services rendered by him are found to be unsatisfactory, BHEL shall bring the same to his notice and he will be obliged to discharge the obligations and rectify the deficiency/anomaly within three days' time failing which, BHEL reserves the right to terminate the contract without assigning any reason whatsoever. In such an event, no damages will be payable for short closure of the contract.
4. The contractor shall deposit an amount as security deposit as per details below with BHEL in the form of Pay order / Demand Draft / Local Cheque / Security available from post office in the name of contractor account - BHEL duly discharged on the back:

- Up to Rs. 10 lakhs: 10%
- Above Rs. 10 lakhs up to Rs. 50 lakhs: Rs. 1 lakh + 7.5% amount exceeding Rs. 10 lakhs.
- Above Rs. 50 Lakh: Rs 4 Lakh + 5% of the amount exceeding 50 Lakh.

Alternatively, the amount of security deposit can be adjusted partly from EMD and balance amount from subsequent bills. 50% of the security deposit amount will be in the form of bank guarantee from a nationalised bank and balance 50% will be recovered @ 10% from the running bills. This security deposit shall be liable to be returned to the contractor after termination of the contract or at the end of it, subject to deduction on account of company dues, non-deposit of statutory dues, etc. No interest shall be payable on the security deposit. Security deposit may be submitted in the form of Pay Order, Demand Draft in favour of BHEL Local cheque of scheduled bank, subject to realization Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL. After completion of contract security deposit will return to the contractor with in three month.

5. The decision of BHEL regarding interpretation of any of terms and conditions set forth in this agreement shall be final and binding on the contractor.
6. Evaluation of the bid will be done for the period of one month. The comparative statement will also made on the quoted amount of one month.

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7. Any matter arising out of or in connection with the agreement shall be under jurisdiction of UP Court.
8. Notwithstanding anything contained in this Agreement, the contract may be terminated by BHEL without assigning any reason thereof by giving a notice of 30 days to the contractor.
9. Tenders shall be strictly in accordance with the tender specifications. Any deviations shall be listed out separately.
10. Offers shall remain valid for 90 days period from the due date of submission of tenders.
11. BHEL shall be under no obligation to accept the lowest or any other tender and shall be entitled to accept or reject any tender in part or full without assigning any reason whatsoever.
12. BHEL will not be responsible for the postal delay under any circumstances for nonreceipt of Tenders/submission of filled in tender document by due date & time.
13. BHEL will not be responsible for the postal delay under any circumstances for nonreceipt of Tenders/submission of filled in tender document by due date & time.
14. Each Tenderer have to submit EMD Rs. **2,00,000/- (Two lakhs only)** for the above job / services and the same will be in the form of Pay Order or Demand Draft only in favour of BHEL, payable at New Delhi. EMD submitted by tenderer will be forfeited if tenderer revokes his tender within validity period or increases his rates.
15. Each tender shall be accompanied by separate envelope carrying EMD as mentioned above failing which the tender will be rejected.
16. Tender Enquiry No. & due date must be legibly superscribed on all the envelopes.
17. Tenders shall be received and opened on the due date and time as mentioned above in the presence of tenderers or their authorized representatives who may like to be present.
18. EMD of successful tenderer can be converted into security deposit if desired by the bidder and balance amount of security deposit will have to be deposited as per clause No. 4.
19. The amount quoted for the job will **vary depending on the following**:
 - a. Any changes in the monthly consolidated wages fixed by BHEL;
 - b. The periodic VDA increase, as and when notified by the State Government shall be payable separately;
 - c. Any changes in PF / ESI contribution of employers portion due to changes in Labour Law.
 - d. Payment to the contractor will be subject to TDS as per rules in force from time to time.
20. Tenders received after due date & time are liable to be rejected.
21. BHEL reserves the right to increase or decrease the quantity up to 15% of contract value at the same rates and terms and conditions of this contract during the currency of the contract.
22. Tender should be submitted along with covering letter of the tenderer and duly signed on each & every page of the tender document, technical specifications and price bid etc.
23. Prices quoted by the tenderers should be **inclusive of all taxes etc. as prevailing on Job Contract**.
24. The contract will be applicable for a **period of Two years** from the date of award of the job contract.
25. **Validity of rates**: Once the contract is entered, the agreed sum will not vary except VDA on any account what so ever be the reason.
26. Tenderers are requested to go through the scope of services, **visit the BHEL's work premises etc.** and get fully acquainted with the scope of services required for the said work premises and get their doubts clarified regarding the above job before submitting the offer.
27. All required material for the all type cleaning as required for the housekeeping will be provided by the contractor.
28. Tenderer must note that any false information / data or any suppression of facts will disqualify them even at a later stage also. The contractor will have to deploy trained and efficient work force for the above job contract. In this connection, the contractor has to maintain a register for their record etc. and made available to BHEL / Statutory authorities as & when needed.
29. The Contractor shall confirm that he shall abide by and is willing to execute the above mentioned services on Job Contract basis strictly in accordance with the terms and conditions of this tender enquiry and the Company in turn also agrees to engage the Contractor accordingly with effect from the date of award by entering into an Agreement.
30. All documents submitted by the Tenderer in his tender shall be accompanied with a covering

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letter giving index interlinking all the documents.

31. **Acceptance / Rejection of the Bid:** BHEL reserves the right to accept or reject any of the bid / all bids with or without deviation or cancel / withdraw the invitation for bid without assigning any reason whatsoever and in such case no tenderer shall have any claim arising out of such action by BHEL.
32. After the scrutiny of technical bids all the technically qualified bidders would be required to attend a meeting for clarifications if any before the opening of price bids.
33. Penalty will be levied by BHEL as per relevant clauses of the tender on account of delay, violation of contract conditions and non-performance of the Contractor.
34. The successful tenderer will be responsible for the quality of the job / services and will immediately rectify the deficiency pointed out in the job performed.
35. **Validity period of contract:** this contract will be valid for a period of two year w.e.f 01.01.2012 to 31.12.2013.



B) SPECIAL TERMS & CONDITIONS OF TENDER:

1. Mandatory Insurance cover for all the workforce of the contractor for a sum insured of Rs. 3.30 Lakhs for each workforce of the contractor. The contractor has to assess the premium of insurance cover for his contract period and build the cost in his quote.
2. The Contractor shall ensure proper conduct and behavior of the workforce engaged by him in the work premises of the Company and shall remove with immediate effect, the engagement of such person(s) who does/do not conduct himself / themselves properly or misbehave(s) with the regular employees / personnel of the Company in any place.
3. Continuation of the contract shall be based on the performance of the contractor. The following parameters shall inter-alia be considered while evaluating the performance: Timely rendering of services; Quality of works/services; Compliance with statutory requirements; Safety consciousness; Maintenance of staff in proper uniform.
4. The Contractor shall perform the job assignments to the best satisfaction of the Company. In case of continued unsatisfactory performance over a period of time by the Contractor, the Company shall intimate the same in writing to the Contractor; however, if the performance of the contractor does not improve even thereafter, then, the Company shall have the right to terminate the contract at the Contractor's risk and cost, by giving one month's notice. In addition, the Company shall also have the right to forfeit in full, the Security Deposit deposited by the Contractor.
5. Contractor should strictly follow the minimum wage act applicable for the Noida city as per notification of labour department.
6. Workers continued duty after office hours will be provided overtime on the basis of Rs. (Consolidated Wage/ 208) per hours.
7. The successful contractor will accept full and exclusive liability for the consolidated wages, VDA, Allowances, PF, ESI, Bonus, two set of uniform per year (consisting of shirt, pant, black belt, shoe and socks etc.) for the personnel deployed by the contractor and other obligation referred under the law now and thereafter imposed by the Government / Local Bodies.
8. 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.
9. 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.
10. If at any time during the period of contract, it is observed by the Company or his authorized representative that the services rendered by the contractor's workforce are not to the satisfaction of the Company or any terms of the contract are violated and contractor does not respond for improvement of the same in such situation BHEL reserves the right to terminate the contract with a notice period of one month and may recover the undone cost from his bill or may forfeit the Security Deposit in part of full as the case may be.
11. In case of any dispute, the decision taken by BHEL Management will be final and binding on the successful contractor. The workforce deployed by the contractor will have no right or claim for the permanent absorption in BHEL. In this connection, the contractor have to submit an affidavit as per specimen attached duly signed by all the work force deployed at BHEL ON A STAMP PAPER OF Rs. 100/- duly notarized.
12. **JURISDICTION** : Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of a suit, any and all actions and proceedings arising out of or relative to the contract (including any arbitration in terms thereof) shall lie only in the court of competent civil jurisdiction in this behalf at Noida (where this Contract has been signed on behalf of the CONTRACTOR) and only



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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.

13. Both the Company and Contractor hereby agree that all differences / disputes / interpretations arising out of or in connection with this Agreement shall be mutually discussed and settled failing which the same shall be referred to the arbitration of a sole Arbitrator to be appointed by the Dy. General Manager (HR) of the Company for a Speaking Award wherein the sole Arbitrator shall give reasons for his Award. The venue of arbitration shall be in New Delhi and the Arbitrator's decision shall be final and binding on both the parties.
14. The Contractor shall duly comply with all acts, laws, or other statutory rules, regulations, bye-laws applicable or which might be applicable to the Noida with regard to the performance of the job / services included herein or concerning this Agreement but not limited to Minimum Wages Act- 1948, Contract Labour (Regulation & Abolition) Act, 1970, Industrial Dispute Act, 1947, Workmen's Compensation Act 1923, Employees' State Insurance Act 1948 (to the extent as may be applicable, if any), Employees' Provident Fund and Misc. Provisions Act, 1952 and the amendments made thereafter to these Acts / Laws and from time to time take such steps as may be deemed necessary in this regard. 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.
15. In case, while on duty and during the course of engagement in work premises of the Company under this Agreement, if any of the Contractor's workforce meet (s) with any injury / indisposition due to accident or other natural calamities, the Contractor shall ensure that immediate and adequate medical aid viz., first -aid and subsequent treatment facilities are provided to the person(s) concerned free of cost without fail. In addition, the Contractor shall also be liable for meeting with statutory liabilities like ESI etc. in respect to his workers.
16. The Contractor shall be fully responsible for the timely payment of consolidated wages, VDA, 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. The Company shall not be responsible for 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.
17. The Contractor shall indemnify and compensate the Company, if the Company as Principal Employer under the Contract Labour (Regulation and Abolition) Act, 1970 becomes liable to assume any liability towards the workforce engaged by the contractor. In that event, the provisions relating to recover as provided in relevant clauses of the said Act shall be applicable in toto.
18. This Agreement shall be deemed to have become effective from the forenoon of date of award, with respect to all the work premises covered under this Agreement and will remain in force for a period of twenty four months which can be further extended on the same terms and conditions on the mutual agreement between the Company and the Contractor on satisfactory performance of the Contract as will be decided later. However, this Agreement shall be liable for termination earlier by the Company at any time by giving one month's notice to the Contractor without assigning any reason therefore and without prejudice to the rights of the Company to recover any money becoming due under this Agreement. In such a case, the Contractor shall not be entitled to any compensation thereof. The Contractor can also terminate the contract with one month notice.



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19. **WORKING TIME & NATURE OF SERVICES:** The contractor shall perform all the services mentioned in the Scope of Services as detailed in scope on day to day basis on all six days in a week, 8½ Hrs. duty with half an hour lunch break. However, attending / messenger service job will not be required on second and last Saturday of the month and also on BHEL's Holidays until and unless specifically asked for.
20. The contractor shall not render any extra services unless he receives specific written instructions in writing from the Head of Administration of concerned work premises.
21. The swipe card system wherever applicable or an Attendance Register of the Contractor's workforce shall be maintained by the concerned Supervisor of the Contractor for each work premise separately for physical verification by the Principal Employer and Statutory Authorities. The workforce deployed by the contractor shall be hail and healthy and should not be suffering from any communicable diseases.
22. The contractor has to perform the entire job / services as detailed mentioned in the scope of services.
23. The contractor shall not render any extra services unless he receives specific written instructions in writing from the Head of Administration of concerned work premises.
24. The swipe card system wherever applicable or an Attendance Register of the Contractor's workforce shall be maintained by the concerned Supervisor of the Contractor for each work premise separately for physical verification by the Principal Employer and Statutory Authorities. The workforce deployed by the contractor shall be hail and healthy and should not be suffering from any communicable diseases.
25. Due supervision of jobs at the work premises shall be ensured by the contractors' work supervisors daily for closely monitoring services under the job contract and each work supervisor shall be equipped with cell phone facility for effective coordination with BHEL. To the extent possible the work supervisors shall be identified for each type of services such as housekeeping, maintenance, messenger services, canteen etc. The major responsibility of the work Supervisors at each BHEL premises would be as under:
- (i) Obtaining instructions from the concerned BHEL Official(s) for carrying out the works pertaining to their areas.
 - (ii) 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.
 - (iii) To ensure proper conduct and discipline by his team of workforce, while performing their duty at BHEL premises.
 - (iv) To report / intimate any constraint, if so felt, during the execution of designated works by his team of workforce.
26. The contractor has to supply sufficient tools and tackles etc. to be used at job premises and ensure that sufficient stock of necessary tools is always maintained so as to meet normal requirement.
27. BHEL will nominate for each work premise covered under this Agreement, a Representative (hereinafter called "the Company Representative") from among the Executive / Supervisor of the respective Administration Department.
28. The Contractor shall visit the work premises of the Company covered under this Agreement twice a week minimum during the working hours and meet the company Representative as a matter of routine for maintaining regular contacts and ensuring effective coordination on all related issues of these Agreements.
29. The contractor will maintain an instruction book at job premises, serially numbered on each page, so that our visiting officers can issue instructions regarding progress and quality of job to the Contractor. The Contractor or the contractor's representative will sign in the instruction book in token of receipt of and understanding of such instructions. Action taken on the instructions by the

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- contractor or the contractor's representative shall be intimated to Engineer-in-Charge or his authorized representative and their comment be recorded in the instruction book.
30. 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, equipment's, furniture etc. and loss of such things) caused due to the negligence of his workforce and shall have to replace the same at his own cost. The decision of the officer nominated in this regard by the Company for fact finding shall be final and binding on the Contractor.
 31. 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.
 32. The successful contractor shall comply to all statutory labour law regulations applicable to this contract like timely payment of prescribed wages and other amounts as and when becomes payable, depositing of PF, ESI, taking of insurance cover etc. for workforce employed for this contract. Any obligation on account of the above will be the liability of the Contractor.
 33. The successful contractor shall abide by all the rules / regulations / status imposed by the Govt. 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.
 34. Successful contractor shall have to execute Contract Agreement on a non-Judicial stamp paper of Rs. 100/- at Noida.
 35. LABOUR LICENCE: The successful contractor shall obtain labour license from appropriate Govt. by taking up the job on contractual basis under Contract Labour (Regulation and Abolition Act, 1970) and submit the same to BHEL within 15 days of from the date of work order.
 36. IDENTITY: The Contractor shall ensure that the work force/supervisors engaged by him must wear & display these cards prominently on their uniform during their duty period (as the same duly endorsed by the Company). Each work force 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.
 37. CHARACTER VERIFICATION AND ANTECEDENCE: The contractor should get the character / antecedence of each and every workmen deployed by them at the job premises, verified by the Police Authorities before engaging and deploying them in our premises. In case the contractor desires to change the manpower deployed by him, due to any reason, the new incumbent should be deployed with the clearance of Engineer-in-Charge.
 38. PROVIDENT FUND: The successful bidder shall obtain Provident Fund Number from the concerned authorities on award of work and shall strictly comply with the provision of Employees Provident Funds Act. The contractor shall deposit Employees and Employer Contributions in the designated account with the designated authority every month. The contractor shall furnish along with each running bill, the challan/receipt for the deposit of provident fund made to RPFC for the preceding month(s) with detailed calculation sheet of all the work force deployed at BHEL premises and other than BHEL premises which will be used only for tallying / verification that proper PF deposit has been made. Contractor shall also submit the copy of detailed yearly return submitted to RPFC of PF deposit for the period of March to February in 01st week of April month.
 39. ESI: The contractor shall strictly comply with the provision of Employees State Insurance Act. Contractor shall issue Latest digital ESI card to all the work force immediately after taking in to their employment. No workforce shall be deployed without the issuance of ESI Card under the contract. The contractor shall deposit Employees and Employer Contributions in the designated account with the designated authority every month. The contractor shall furnish along with each running bill, the challan/receipt for the payment towards ESI for the preceding month(s) with detailed calculation sheet of all the work force deployed at BHEL premises and other than BHEL premises which will be used only for tallying / verification that proper ESI deposit has been made. Contractor shall also submit the copy of detailed half yearly return submitted to ESI for deposit of



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ESI for the period of April to September in 01st week of month of November & for the period of October to March in 1st week of month of May.

40. LEAVE / HOLIDAYS: For every workmen deployed in our premises, the contractor will give one day's weekly off for every six continuous working days, the Contractor's workforce shall be entitled for leave in each calendar year as admissible under Section 22 of the Delhi Shops and Establishments Act 1954 viz., (i) Privilege Leave for 15 days; (ii) Sickness or Casual Leave for 12 days which shall not be accumulated; (iii) Further, as a special case, in a calendar year, each person shall also be allowed 3 days "Exigency Leave" which shall not be accumulated. Contractor may incorporate the cost of 30 days leave accrued in 12 month and reimburse to his worker for unavailed period.
41. BONUS: The contractor shall strictly comply with the provision of Bonus Act. The contractor shall ensure payment of Bonus @ 8.33% of Rs. 3500/- (Bonus will be paid as per Bonus Act 1965) to their workforce during the contract period of 2 years.
42. WAGES: All payments to the contractor's workforce shall be as per the terms of contract and as per details enumerated in Annexure which shall be made through cheque or direct credit in the bank accounts of its workforce. The issued cheque will be credited in the account by the 7th of each English month. Any delay on this account shall be subjected to penalty or termination of contract.
43. The Contractor's workforce shall wear the proper uniform along with contractors badges, proper identity card, and security check at the office premises by the Security staff of the Company.
44. UNIFORM / LIVERIES: (i) The contractor shall ensure that while on duty, his workforce put proper uniforms in distinctive color code and in neat and clean conditions issued to them by the contractor; (ii) The contractor will issue uniforms as agreed upon. In case the Contractor's work force do not report for duty in proper uniforms as above then as a special case security will permit on request of contractor and same shall not occur more than thrice in a month. In case of re-occurrence of the same contractor will be levied penalty of Rs. 500/- per case and same shall be deducted by the Company from the monthly bill payable to the contractor.
45. Statutory requirement both local authority / State Govt. / Central Govt. shall be responsibility of the successful tenderer.
46. The Company shall have no direct responsibility / liability in respect of the workforce engaged by the Contractor on Job Contract Basis under this Agreement.
47. SAFETY PRECAUTIONS: (i) All safety equipment such as safety belts, helmets & other equipment (as required for this work) are to be positioned by the contractor & used as per requirement. (ii) Any casualty or damage caused to the property or person by any untoward incidents while executing this contract will be at the contractors risk & cost. (iii) Violation of applicable safety, health & environment related norms, a penalty of 5,000.00 per occasion shall be imposed. (iv) Violation as above resulting in any physical injury, a penalty of 0.5% of the contract value shall be imposed (maximum of 20,000.00) per injury in addition to 5,000.00 as mentioned above (V) In case of fatal accidents, a penalty of 1% of the contract value per injury in addition to 5000/- as mentioned above.
48. HEALTH, SAFETY AND ENVIRONMENT (HSE) MANAGEMENT: In addition to the safety practices to be followed, the contractor shall establish document and maintain an effective Health, Safety and Environment (HSE) management system. The contractor shall arrange First Aid Box at work site at a suitable location for all the time during job contract period.
49. The Company shall, in consideration of satisfactory completion of services as agreed upon (as detailed in Annexures) in the terms of the contract be entitled to the agreed amount.
50. PAYMENT TERM: On receipt of the bill, BHEL will verify the bill and pass for payment of bill within 10 days from the date of receipt of bill. However contractor has to make the payment to their respective work force latest by 7th day of every calendar month by way of cheque or direct payment in the respective account of contract worker. Contractor has to also ensure timely

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deposit of PF and ESI as per the provisions of the act. At the time of submitting the next bill contractor has to submit the details of payment of wage salary to their work force, proof of cheque or direct payment in the accounts of its workforce, proof of deposit of PF, ESI and service tax etc. which will be for the purpose of ensuring that contractor has complied with the statutory requirement.

The bidders shall be deemed to have visited the site and studied the specifications and details of job / services to be done in the desired manner and to have acquainted themselves of the conditions prevailing as on date in the

C) QUALIFYING CRITERIA FOR THE TENDERERS:

01. The contractor should be a specialized reputed agency (having core competency) for providing upkeep & housekeeping service.
02. Bidder must have Average Annual financial turnover during the last 3 years, ending on 31st March 2011 should be at least Rs. 54 lakh.
03. Bidders having experience of successfully executed job contract of similar jobs / services during last 7 years ending on 31.10.2011 should be either of the following : -
 - I. Three similar completed jobs / services costing not less than amount equal to 40% of the estimated cost i.e. Rs.71 Lakh.
 - II. Two similar completed jobs / services costing not less than amount equal to 50% of the estimated cost i.e. Rs.89 Lakh.
 - III. One similar completed jobs / services costing not less than amount equal to 80% of the estimated cost i.e. Rs.142 Lakh.
04. Bidder should have ESI Code number.
05. Bidder should have PAN number.
06. Bidder should have Service Tax number.
07. The bidder should have a local office (in Delhi/NCR) with proper set up.
08. The bidder should not have any case with the Police/Court/Regulatory authorities against the proprietor/firm/partner.
09. The bidder is to provide a copy of the following documents viz.
 - Income-Tax Return for-2008-09, 2009-10, 2010-11.
 - PAN Card.
 - Service tax registration.
 - PF Registration if available.
 - ESIC Registration.

Note: 'Similar job' mentioned in PQR shall be related to " Job / services of Housekeeping, attending / messenger services, upkeep & maintenance services etc. of office premises / guest houses / residential townships / hotels, hospitals, commercial / institutional complex like metro stations, airports, factories etc. with any Central Govt. / State Govt. / PSUs / Public Limited Company / Private Limited Company.


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D) DOCUMENTS REQUIRED:

1. The Tenderers should submit documents in support of possessing Qualifying requirements as under, duly certified and stamped by their authorized signatory:
 - a. Copy of income tax return of previous three years and work orders and/or completion certificates in support of the qualifying criteria with covering letter / indexing of the same. Tenderer shall also submit covering letter with calculation of average financial turnover of previous three years and description of jobs executing / executed.
 - b. Tenderer has to submit a copy of registration certificate of PAN No., ESI Registration No. & Service Tax No.
 - c. Un-priced price bid format duly signed by the tenderer shall be submitted along with technical bid by mentioning 'Q' in the column where quote is to be offered by the party in the BOQ.
 - d. A copy of tender enquiry duly signed on each and every page shall be submitted along with technical bid.
 - e. Tenderer has to submit the No Deviation Certificate & Declaration Certificate duly signed in the format mentioned as per Annexure.
 - f. Tender has to be submitted with contact address and e-mail ID etc. duly filled and signed as placed in Annexure.
 - g. Tender has to be submitted with contact address and e-mail ID etc. duly filled and signed as placed in Annexure.
 - h. Tender has to be submitted the check List duly filled and signed as placed in Annexure.

E) PROCEDURE FOR SUBMISSION OF TENDERS:

- a. The tender is to be submitted as required in two parts in separate sealed covers prominently superscribed as Part-1 "Techno-commercial Bid" & Part-2 "Price Bid" and also indicating on each of the covers the tender number and due date and time as mentioned in the tender enquiry. Envelope of Part-1 "Techno-commercial Bid" shall contain documents required. "Price Bid" shall contain price bid duly quoted in the Price format. A third sealed cover shall contain required amount of EMD and shall be super scribed as EMD. These three separate covers 1, 2 and 3 shall together be enclosed in fourth envelope and this sealed cover shall be superscribed with tender number / numbers and due date. Tenders submitted without EMD are liable to be rejected. Check list (enclosed) shall be placed inside the fourth envelope.
- b. In the Price Format, bidders may give their quote in each box where Quote is mentioned for different scope of services. No space where Quote is mentioned shall be left blank by the bidders while submitting the price format along with technical bid. In the Price bid envelope proper quoted amount in each box where Quote is mentioned shall be submitted.
- c. Envelope No. 3 containing EMD will be opened first and after due verification of EMD as per clause of the tender will be opened next and evaluated afterwards. Tenderers who qualify in Technical Bid (Part – 1) will only be considered while opening of Price Bid (Part – 2). The unsuccessful tenderers will be intimated through email for rejection in the technical bid. BHEL may finalize successful tenderer by opening of sealed price bid or by conducting online Reverse Auction. Date of opening of sealed Price Bid / conducting of online Reverse Auction will be intimated separately to the Tenderers who qualify in the Techno-Commercial bid.
- d. Tenders should strictly be in accordance with the tender specifications & General Instructions to the Tenderer enclosed herewith.
- e. The Tenderer should accept all terms & conditions of the tender unconditionally. In case the Tenderer wants to deviate from the tender conditions, such deviations shall be clearly specified in his tender. If no deviations are given in tender submitted, it will be assumed that the Tenderer accepts all terms and conditions of the tender.
- f. Tenders with deviations from terms and conditions are likely to be rejected.

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- g. Clarifications, if any, of Technical / Commercial nature, can be obtained from the officer to whom the tender is to be submitted or from Noida office at the following address up to one week before the tender due date.

F) SCOPE OF SERVICES OF THE TENDER ENQUIRY:

(i) PPEI Building (Ground Floor & First Floor), Noida;

(ii) MPL Block, Noida;

(iii) Civil Engineering Block, Noida;

(IV) Electrical Engineering & PE Block, Noida;

(V) PS-TS Lab, Noida;

- a. The Tenderers should go through the General & Special Terms and conditions, qualifying requirements and submit the duly signed and stamped copy in support of compliance.

The tender(s) should reach the under mentioned on or before the due date mentioned above. BHEL will not be responsible for delay in receipt of tender(s), sent by post / courier. The same shall be opened on scheduled date and time.



M/s Bharat Heavy Electricals Ltd.,
Project Engineering Management,
Power Project Engineering Institute,
HRD & ESI Complex,
Plot No 25, Sector-16 A, Noida-201301 (U.P.)

Kind Attn: Sh Devendra Sharma / Manager(CMM) & S. C. Pruthi/ Adm. Officer (HR)
Ph 0120-4368711/ 4368568, Fax 0120-4329026 Email: devendrasharma@bhelpem.co.in /
scpruthi@bhelpem.co.in

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JOBS / SERVICES REQUIRED:

FOR OFFICES (PPEI Building, MPL Block, Civil Engineering Block, Electrical Engineering & PE Block, PS-TS Lab) OF BHEL, PS-PEM, NOIDA (Approx. Area of all offices of BHEL PS-PEM, Noida building is 135000 Sqft.)

(A). CLEANING & HOUSEKEEPING JOBS:

- 1) Keeping the entire floor area on all the floors of BHEL, PS-PEM, Noida neat and clean by sweeping and mopping the floor well before 8:45AM on daily basis. The second mopping of the floor is to be done between 11:00AM and 12:15PM, followed by the third mopping between 2:00PM and 3:30PM. Sweeping and mopping of the floor are also to be done as and when required in between.
- 2) Cleaning of all the workstations, tables and chairs, storages, hangings on walls, table fans; dusting & arranging the files & papers in proper order at the tables, workstations; cleaning & dusting of computer screens with a softer cloth along with cleaning and dusting of monitors, CPU, Keyboards and other computer parts, printers, telephones, fax etc. in the designated area. The above activity has to be completed well before 8.45AM on a daily basis and also as and when required.
- 3) Dusting and cleaning of the reception area and the waiting rooms including tables, chairs, sofa sets, etc. at the designated locations of the buildings of all offices well before 8:45AM on daily basis and also as and when required.
- 4) Dusting of notice boards, wall hangings, fire extinguishers, etc. on all floors/blocks of PS-PEM on daily basis.
- 5) Cleaning of lift cars, operating panels, fans etc. from inside and its door from inside / outside on daily basis and also as and when required.
- 6) Cleaning of complete stair case railings, balusters etc. in the building well before 8:45AM on daily basis.
- 7) Cleaning of the pantry including all its fittings, fixtures & gadgets on daily basis and also as and when required in between.
- 8) Cleaning of the toilets in the building well before 8.45AM on a daily basis and after every 1.5 hours during office hours and as and when required. This cleaning shall be inclusive of the toilets' doors, exhaust fans, mirrors, wall tiles, it's fitting and fixtures like CP fittings, Chinaware and other fixtures etc. along with replacement of tissue papers as and when required. Clearing of blockages in the floor traps of bathrooms and toilets as and when required.
- 9) Filling of liquid soap in soap dispensers; changing of toilet rolls/ towels; changing of bathroom fresheners/ Odonil cakes etc. as per requirement in the toilets.
- 10) Sweeping and cleaning of the area outside the all buildings of all offices of BHEL, PS-PEM, premises, including porch area, parking area, dispensary, main and backside entrances into the building, etc. on a daily basis.
- 11) Thorough cleaning of the window panes, window frames, blinds and all other approachable areas of the windows on weekly basis from inside and outside both and also as and when required.
- 12) Cleaning of storage cupboards stacked at different places in BHEL, PS-PEM, on all floors on weekly basis and also as and when required.
- 13) Thorough Cleaning of water coolers installed for drinking water purpose once in 15 days and as and when required.
- 14) Thorough dusting and cleaning of the switch boards, wall panelling, walls and partitions etc. once in every months and also as and when required.
- 15) Cleaning balconies on the various floors of the building once in every month and also as and when required.
- 16) Cleaning the roof top once in every month and also before start of rainy season including clearing khurrah of rain water pipe to avoid water logging on the terrace of BHEL, PS-PEM.
- 17) Cleaning of Solar Water Heater / Lighting Panels, if available, once in every month and also as and when required.
- 18) Cleaning of entire area in conference rooms with the help of vacuum cleaner once in every month and also as and when required in BHEL PS-PEM.
- 19) Thorough cleaning of the surface drains in front of the building once in three months and also before

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rainy season to avoid any water logging.

20) Cleaning of entire ceiling by removing Cobweb (JALA) every month and removing of dust from the metal ceiling & electrical fittings etc. with the help of operator and vacuum cleaner at every six month interval of BHEL PS-PEM.

21) Cleaning of ceiling at two storied ceiling height of reception side of BHEL, PS-PEM by removing Cobweb (JALA) at every six month interval.

22) Monthly checking of GT of sewer line and clearing the blockage if any, including attending to the above job as and when complaint arises for the same.

23) Clearing of the sewerage drains line as and when drain choking takes place.

24) Cleaning of overhead water tanks once in three months and also as and when required.

25) Disposal of garbage from the building to the designated dustbins within BHEL Premises on a daily basis.

26) Shifting / re-arrangement/placing of office furniture, equipment, storages & other items etc. within the building as and when required.

27) Cleaning of dust of PS-PEM Data centre and switch room floor with vacuum cleaner (Vacuum cleaner will be provided by BHEL) on a daily basis.

28) Cleaning of frame & glass of windows and doors from inside including furniture with Colin of PS-PEM data centre and switch room on a daily basis.

29) Dusting and cleaning of racks, almiraha, and other electrical equipment etc inside the PS-PEM data centre and switch room on a daily basis.

30) Mopping of false floor tiles of PS-PEM Data centre and switch room with anti septic water solutions / chemical on a weekly basis.

31) Cleaning of glass windows from outside of PS-PEM data centre and switch room approachable from balcony on a weekly basis.

32) Mopping / vacuum cleaning of the floor below the false floor of PS-PEM data centre and switch room once in three month other items of server room.

33) Cleaning and polishing of name plates in the office premises.

34) Any other work of cleaning and Housekeeping job related work premises will also be in the scope of contractor.

35) All the items like broom, duster & cleaning materials, toilet consumables etc. as required for cleaning & housekeeping job will be provided by BHEL. However hand gloves, dungarees, safety belts and other safety equipments etc. will be provided by the contractor to their workforce.

(B). ATTENDING / MESSENGER SERVICES JOBS: (For designated Senior Officer or Group of approximately 15 employees) – All Locations of PS-PEM, Noida

36) Distribution of dak and official documents inside and outside the building time to time as per need. For distribution of dak and official documents outside the building the mode of conveyance will be on BHEL's part.

37) Filling of water jugs with drinking water every day in the morning for designated Senior Officer or Group of employees and also as and when required in the day time, including proper cleaning of water jugs and glasses etc. complete.

38) Serving tea / coffee / cold drinks / fruit juice / water etc. to senior officers or the designated group of employees including their guests time to time as per requirement and proper cleaning of crockery etc. complete.

39) Serving lunch to senior executives and their official guests at their respective tables from the lunch trolleys / Lunch Canteen including removing of crockery and proper cleaning of crockery etc. and keeping it at proper place.

40) Submission of certain documents etc. in the Bank, Post office or elsewhere nearby as per requirements of the BHEL, PS-PEM.

41) Photocopying of papers and documents, making of proper sets, filing of papers and documents in the file as desired, sending fax messages, collection of received fax and handing over to the concerned employee.

42) Attending of phone calls and making of entry of office dak and files in the entry register / system as required.

43) Opening of office room in the morning, putting AC & lights etc. ON and at the closing of office putting AC & lights etc. OFF including locking of the office rooms etc. complete.

44) Collecting stationary from store for senior officers or the designated group of employees as and when

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required.

45) Performing time to time job assigned of the attendant.

46) There are a total of approximately 105 points where the attending jobs are required to be attended for senior executives and groups of executives.

47) The attending / messenger services job is to be performed daily for 9 Hrs. with half an hour lunch break for the detailed scope of services as mentioned above.

48) The working time of the attending / messenger services will be from 8.30AM to 5.30PM on all working days with a lunch break. In case of any additional requirement of the Company for attending / messenger services job on account of extended hour / on any holiday the same shall be reimbursed on the basis of per hour overtime charges mentioned in the wage sheet annexure.

NOTE:-

1. The contractor has to perform regular & routine nature jobs like the above 9 Hrs. daily with a lunch break of half an Hr. on all days of the week. However any unfinished job has to be completed the same day to restore the normalcy of the services in the BHEL PS-PEM, Noida as and when need arises. Running of water pump & water booster pumps etc. have to be performed round the clock. For completing the unfinished job, no overtime shall be given, if it is performed after office hours or on holidays.

2. Presently PS-PEM, located in Plot no. 25 and FC – 24 Building in Film city sector – 16A Noida. If any change comes in the location of the offices of BHEL, PS-PEM, Noida in future, services have to continue on same.

Note: Any left out work of urgent nature has to be completed on same date. However any scheduled job of larger nature in respect of time and quantity has to be completed as per requirement of BHEL within reasonable time limit.



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ANNEXURE - 'B'

Tender for Job Contract for upkeep and maintenance work in offices of BHEL, PS-PEM, Noida

No Deviation Certificate

(To be submitted along with Part-1 Bid)

Notwithstanding anything mentioned in our bid, we hereby accept all the terms and conditions of the above 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.

Or

We hereby accept all terms and conditions of the above tender except the following :

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

Signature With name, Designation & seal of the firm



(Signature & Seal of Contractor)

DECLARATION CERTIFICATE

I / We do hereby declare that there is no case with the Police/Court/Regulatory authorities against the proprietor/firm/partner. Also 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.


Signature and Seal of the Bidder

A handwritten signature in black ink, consisting of a stylized 'R' followed by a horizontal line.

(Signature & Seal of Contractor)

ANNEXURE - 'D'

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

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Check List

S. N.	Required Document	If Submitted then Tick (√)
1	Required amount of EMD (2.00 Lakhs)	
2	Un-priced BOQ for technical bid	
3	Duly signed and stamped complete set of tender documents for technical bid	
4	ITR for last 3 financial years (2008-09, 2009-10, 2010-11)	
5	Work orders / Completion certificates	
6	Copy of PAN No. registration certificate	
7	Copy of ESI registration certificate	
8	Copy of Service Tax registration certificate	
9	NO DEVIATION certificate as per Annexure duly signed and stamped	
10	Declaration Certificate as per Annexure	
11	Duly filled and signed Annexure regarding information of the tenderers	
12	Quoted PRICE BID Annexure -E duly signed and stamped along with tender enquiry.	



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ANNEXURE - 'F'**Details of requirement of contract workers for BHEL, PS-PEM, Noida**

S. N.	PS-PEM	USW	SW	Total
1.	Messenger Services			
a.	Attendant	26		26
2	Housekeeping Service			
a.	Sanitary worker	19		19
3	Maintenance Services			
a.	Plumber		1	1
b.	Carpenter		1	1
4.	Work Supervisor		1	1
Grand Total		45	3	48
Total contract workers required for BHEL, PS-PEM, Noida		45	3	48



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**Consolidated Wages and other allowances and Statutory
Payments/Contributions per Month**

S. N.	Description	Category of Workers	
		USW	SW / Work Supervisor
		Amount (Rs.)	Amount (Rs.)
1	Present Minimum monthly wages as applicable in the Noida for the unskilled workers (As on 01.04.2011)	Rs. 6422.00	Rs. 7826.00
2	Additional payment decided by BHEL @ Rs. 2000/- for USW	Rs. 2000.00	Rs. 2,500.00
3	MONTHLY CONSOLIDATED WAGES (1 + 2)	Rs. 8422.00	Rs. 10326.00
4	PF Contribution on S.No. 3		
(a)	PF @ 12% on Sl.No. 3	Rs. 1010.64	Rs. 1239.12
(b)	EDLI @ 0.50% on Sl. No. 3	Rs. 42.11	Rs. 51.63
(c)	Admn. Charges (02) @ 1.10% on Sl. No. 3	Rs. 92.64	Rs. 113.58
(d)	Admn. Charges (22) @ 0.01% on Sl. No. 3	Rs. 0.84	Rs. 1.03
5	ESI Contribution		
(a)	ESI @ 4.75 as employer contribution on S.No. 3	Rs.400.04	Rs. 490.48
6	Bonus @ 8.33%* on Rs. 3500/- of S. No. 3 (as per Payment of Bonus Act 1965)	Rs. 291.55	Rs. 291.55
7	Liveries LS @ Rs. 200/- P. M.	Rs. 200.00	Rs. 200.00
8	Leave Salary 2½ day P.M. (S.N. 3 X 2.5 / 30days)	Rs. 701.83	Rs. 860.50
9	Per month wage	Rs. 11161.65	Rs. 13573.89

- Minimum wages (USW) @ 247 X 26.
- Minimum wages (SW / Work Supervisor) @ 301 X 26.

Notes:-

1. The monthly consolidated wages will be reviewed after three years w.e.f. Sept'2013. Increase of VDA by U. P. Govt. w.e.f. 01.04.2011 has been incorporated in the category wise wage calculation and any further increase of VDA will become the part of monthly consolidated wages.
2. TDS as applicable will be deducted from all the bills & TDS certificate will be issued to the Party.
3. Calculation of PF, ESI, Bonus & Leave Salary will be based on the monthly consolidated wages inclusive of VDA increase by U. P. Government.

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Tender Reference No. PE-LPE/10/2011 DT. 08/11/11

Price Bid Format for BHEL, PS-PEM, Noida.

(A)		
S. N.	Scope of Services	Quote (Rs. / per Month)
1.	Messenger Services	
2.	Housekeeping Services	
3.	Maintenance Services	
<u>Sub Total (A)</u>		

- Quote for the services mentioned shall be based on Wage Sheet as per (Annexure- G) and requirement of contract workers (As per annexure- F).
- Quote for the services shall be inclusive of service charges of the contractor and service tax as applicable which is @ 10.30% (at present) on the value of services and service charges of contractor.

(B)		
S.N.	Description	Quote (Rs. / per Month)
1.	Material Consumption in House Keeping for the cleaning of all entire floor area, toilets, glasses, e.t.c. as mentioned in the scope of housekeeping of all offices in BHEL, PS-PEM, Noida per month. Approximate area of All Offices of BHEL, PS-PEM, Noida is 101100 Sq. Ft. (APPROXIMATELY). Charges for the material of housekeeping per month per month	
<u>Sub Total (B)</u>		

- Quote for material shall be inclusive of all taxes and Contractor's profit.
- This amount will be firm for entire period of validity of the contract.

Grand Total (A + B) per month

(Total quoted amount in words Rs.

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