



भारत हैवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Limited

Regional Operation Division, Mumbai

14th Floor, World Trade Centre-1, Cuffe Parade, Colaba, Mumbai -400005.

Phone: 022-22171350, Fax: 022- 22171222,342,223.

RE:MUM:HRD:HK:WTC:001:2021

Date : 15.12.2021

To

M/s _____

Dear Sirs/Madams,

Sub: Tender for Rate contract for Housekeeping of BHEL 14th & 15th Floor World Trade centre office Mumbai.

BHEL invites bid in two bid E-Tender from established contractors for carrying out Housekeeping works for BHEL 14th & 15th Floor World Trade centre office Mumbai-05.

The tender comprises of :

SL No	Description	Section No.
01	General Information	SECTION - I
02	Scope of Work	SECTION - II
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The bidders are advised to submit their most competitive offers complete in all respect and without any deviation. The offers shall remain valid for One month for acceptance from the due date of tender. Tender should be submitted as stated in "Instruction to bidders – Section - II". The technical offer should comply with the all tender requirement. The offers with any deviation will be rejected and the financial offer of the bidder will not be opened.

The bidders are required to submit their firm and most competitive offers complete in all respect in two parts i.e Technical Bid (Part 1); Price Bid (Part 2) through bids submission in Tender box, 15th Floor, BHEL, ROD , Centre 1, WTC, Cuffe Parade, Colaba, Mumbai 05 by 26.02.2021 (15.00 hrs) The offer should comply with the entire tender requirement. The offers with any deviation will be rejected and the financial offer of the bidder will not be opened. No other forms of offer like emails etc. will be accepted.

Bidders must submit their offer for the above on or before due date of tender ie **15:00 Hrs, 22.12.2021 in tender box. Technical bid (Part-1) shall be opened on 22.12.2021 , 15:30** Hrs or at extended time thereof. Price Bids (Part II) of technically qualified bidders only will be opened on only after due intimations to the qualified bidders. The bidders are advised to quote their firm and most competitive rates in the price bid.

Thanking you,

Yours faithfully

For BHARAT HEAVY ELECTRICALS LIMITED

-SD-Addl. General Manager – MS & HR

Encl: Section as above

SECTION -I

GENERAL INFORMATION

Sno	Name and Address	Phone Nos. & Email
1.	Unit & Address	BHEL ROD Mumbai Unit Bharat Heavy Electricals Limited,14th / 15th Floor, World Trade Centre - 1, Cuffe Parade, Colaba, Mumbai:- 400 005
2.	Contact Person and Email E-Mail	Name: Julie Srivastava (AGM-MS&HR) Email: julie@bhel.in ; Name : Sarin Sondawale, Manager/HR, sarin@bhel.in Name: Prakash Salvi, Sr. Executive/HR Email : salvi@bhel.in Phn:022-22171222;22171223
3.	Tender Reference No	RE:MUM:HRD:HK:WTC:001:2021
4.	Tender Title	Tender for Rate contract for Housekeeping of BHEL 14 th & 15 th Floor World Trade centre office Mumbai
5.	Tender Type	Work Contract
6.	EMD Value	Rs.21403/-
7.	Date of Issue of Notification	15.12.2021
8.	Due date & Time of submission of EMD	Till due date and time of tender 22/12/2021 15.00 Hrs
9.	Date and time of opening of (Technical) Part I	22/12/2021 15:30 Hrs
10.	Date and time of opening of (Price) Part II	To be intimated separately
11.	Tender available on	https://bhel.com in tender notification
12.	Duration	1 Year from 01.01.2022 & Further extendable for 1 more year on sole discretion of BHEL

GENERAL INFORMATION OF THE BIDDER

Sl. No.	Description	Details
1	Name of the Party	
2	Address of the party	
3	Contact Person's Name	
4	Mobile 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.	
11	EPF Code No.	
12	Structure of the party	Proprietorship / Partnership / Private Limited

SECTION – II

SCOPE OF 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. Contractor to provide his own heavy duty vacuum cleaners. 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) Filing of papers, sending & receiving files / documents to/from other offices/departments/sections.
- (8) During the period of the contract of any of your 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.

SECTION III

INSTRUCTIONS TO BIDDERS

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. **Tender box is located at 15th floor, BHEL ROD Mumbai Unit** Bharat Heavy Electricals Limited, World Trade Centre - 1, Cuffe Parade, Colaba, Mumbai:- 400 005
3. The bidder while submitting the offer should consider the most safe, economical and reliable execution to be adopted for completion of work.
4. The tender will be conducted and evaluated offline. The bidder shall submit his response through bid submission to the tender box.
5. The offers shall be kept valid for a period of 1 month from the date of opening of the tender.
6. BHEL reserves the right to accept any tender or part of tender or to reject all tenders without assigning any reasons thereof
7. The offers shall include.

1) Techno Commercial Bid & EMD:

- I. Payment of **EMD of Rs. 21403/-** shall be done through RTGS/NEFT mode in following bank account before due date & Time of opening of tender. However bidders are advised to process payments one day prior to due date and time of opening of tender to avoid last minute rush.

Name BHARAT HEAVY ELECTRICALS LTD BANK : STATE BANK OF INDIA, CUFFE PARADE BRANCH ACCOUNT NO : 10783155482 IFSC CODE : SBIN0005345
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UTR details shall be furnished while submitting the tender.

2) Price Bid

The Price Bid is to be signed, filled up and complete in all respect. **Price bid of only those bidders shall be opened who will qualify techno commercial bid.**

Fax offers will be rejected.

8. Evaluation Criteria:

- (a) **Offers of Parties meeting the Technical criteria will only be considered for further price bid opening /or Reverse Auction.**
- (b) **The offers will be evaluated on the basis of the total price basis (Price Bid).**
- (c) **Party with lowest quote will be called for further process.**
- (d) **The order will be finalized on one party only.**
- (e) **BHEL Reserves right to Negotiate with L1 party.**

Sign and Seal of the Bidder

SECTION-IV

SPECIAL CONDITIONS

- (1) The Special Conditions mentioned herein will supersede the General Terms and Conditions mentioned in SECTION – V.
- (2) **Staff** :The contractor will keep 1 no. of Supervisor and 4 nos. of assistants (contractor has to avail the services of existing 1 no. of Supervisor and 4 nos. of assistants as per the **court directive**, the contractor shall not depute any Supervisor/ Assistant other than existing workmen). All should always be in uniform.
- (3) **Payment terms**: 100% payment on submission of monthly bills with the following documents for verifications and payments as per following:
 - (a) Proof of deposition of statutory dues/ contributions like EPF/ESI etc.(with a list of names of individuals/ personnel employed by the bidder and amounts deposited in their accounts)
 - (b) Proof of payment of wages and dues to his personnel for the work completed during the previous month.
 - (c) Performance document & certificate regarding the submission of PF, ESI and all statutory due related to the employees as per format provided by BHEL.
 - (d) Payment will be made within 30 days of submission of bills subject to all deductions & adjustments by BHEL as elsewhere provided in these terms and conditions of contract.
 - (e) All applicable taxes shall be deducted at source at the time of payment to the contractor in accordance with the provisions of relevant Acts as applicable.
- (4) **Duration of Contract** : The rate contract shall be valid for one year (01.01.2022 till 31.12.2022) subject to extension of 1 year at sole discretion of BHEL.
- (5) The offers of the bidders who are on hold/suspended/banned list and also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The lists of the banned firms are available on BHEL website www.bhel.com on “supplier registration page”
- (6) **Offer Validity**: Offers shall remain valid for one month from the date of opening of Tender.
- (7) MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (2 years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of CA certificate (format enclosed as per Annexure I where deemed validity of EM II certificate of 2 years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part I incase of 2 part bid). Non submission of such documents will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-

Procurement Portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by Gazetted officer.

(8) CONTRACTOR OBLIGATIONS

- (a) Contractor should issue appropriate appointment letters to his employees.
- (b) Contractor shall provide employment card /Identity cards with photograph duly verified and attested by the Contractor to his employees. Contractor to indicate the name of the proprietor/partnership firm/company, place of work, contact number and duration of validity of card.
- (c) Contractor will be responsible for the good conduct of his employees. In case of any misconduct/ misbehavior by any employee, the Contractor will replace such employees(s) immediately. Opinion of BHEL will be final and binding on Contractor with respect to the conduct of his employee.
- (d) Contractor will ensure that the work is executed through his employees on his rolls and under no circumstances the Contractor will deploy any casual employees to carry out the work nor shall sub-contract the work without prior written permission.
- (e) Contractor will keep watch on his employees and he will be liable for any pilferage / loss to BHEL, due to acts of omission and commission by his employees. Similarly, liability for any compensation to outsiders on account of any act of omission and commission by the employees deployed by the Contractor shall lie exclusively with him.
- (f) The Contractor shall be responsible for enforcing all safety regulations as applicable.
- (g) **Contractor shall be directly responsible for all disputes arising between him and his personnel and keep BHEL indemnified against all losses, damages and claims arising thereof.**
- (h) The Workforce engaged by the Contractor shall be subject to security check by BHEL security staff (if deployed by BHEL) while entering/leaving the office.
- (i) In the event of termination of contract for any reason whatsoever, the Contractor shall withdraw all his employees from the establishment of BHEL. In case Contractor decides to terminate services of his employees, he should settle all terminal dues including retrenchment compensation.
- (j) In case, while on duty and during the course of engagement in work premises of the BHEL under this Agreement, if any of the Contractor's workforce meet(s) with any injury / indisposition due to accident or other natural calamities, the Bidder 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, PF etc. in respect to his workers.
- (k) In case of a fatal or disabling injury/accident to any person at working sites pertaining to this work, the victim and/or his/her dependents shall be compensated by the Contractor as per statutory requirements. However, if considered necessary, BHEL shall have the right to impose appropriate financial penalty on the Contractor & recover the same from payments due to the Contractor for suitably compensating the victim and/or his/her dependents. Before imposing any such penalty, appropriate enquiry shall be held by BHEL giving opportunity to the Contractor to present his case.
- (l) In case of any damage to property due to lapse by the Contractor /employee of the Contractor, BHEL shall have the right to recover the cost of such damages from the payments due to the Contractor.
- (m) The Contractor shall during the performance of the contract take out a Third Party insurance cover against bodily injury or death suffered by any third party/parties or

damage to property occurring during the course of execution of this contract in accordance with appropriate statutory requirements.

- (9) **STATUTORY LIABILITIES** All statutory requirements under minimum wages Act, 1948, payment of wages Act, 1936, Workmen compensation Act 1923, EPF & MP Act 1952, Fatal Accidents Act 1855, Payment of Gratuity Act 1972 and ESI Act 1948. The contract Labor Act (R&A) Act 1970, Payment of Bonus Act 1965, Income Tax Act, Service Tax Act and all other applicable Acts shall be complied by the contractor. The successful Bidder has to pay monthly wages to supervisor and workers as mentioned in Price Bid Section VII, If there is any change in Basic, DA, rates etc, as per Maharashtra Minimum wages Act, the same has to be paid to supervisor and workers. The same can be claimed from BHEL subsequently.

- (a) **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 Bidder shall deposit Employees and Employer Contributions in the designated account with the designated authority every month. The Bidder 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. Bidder 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. Contractors to provide PF pass book/statement to his employees and ensure payment of PF, ED LI, pension dues under EPF & MP Act, 1952 to the RPFC. All workforces must possess with UAN (Universal Account Number) so that they can view their balance/deposit on-line at EPFO web site and can avail other benefits too.
- (b) **ESI:** The successful bidder shall strictly comply with the provision of Employees State Insurance Act. The successful 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 successful 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. The successful bidder shall also submit the copy of detailed half yearly return submitted to ESI for deposit of ESI for the period of April to September in 1st week of month of November & for the period of October to March in 1st week of month of May.
- (c) **WAGES:** The contractor shall ensure payment of statutory prescribed minimum wages as applicable from time to time. However, all payments to the contractor 's workforce shall be as per the terms of contract, which shall be made through cheque or direct credit in the bank accounts of its workforce and maintain proper records of their timely disbursement. These records need to be preserved for a period of at least 3 years and should be made available even after the contract is over for any verification by the statutory authorities /BHEL authorities. 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.
- (d) **BONUS:** The contractor shall strictly comply with the provision of Bonus Act. The Bidder shall ensure payment of Bonus % (Range minimum @ 8.33% to

Maximum 20% as per Payment of Bonus Act 1965) to their workforce during the contract period and extended period if any.

- (e) LEAVE / HOLIDAYS: In addition to weekly off and off days as observed by BHEL the contractor 's workforce shall be entitled for leave in each calendar year as admissible under the Bombay Shops and Establishments Act .
- (f) Contractor shall comply with all the statutory requirements, rules, regulations, notifications in relation to employment of his employees which are in force from time to time.
- (g) During the currency of the contract if any new act/ rule/ guidelines are issued by Government authorities then same has to be followed.
- (h) Contractor shall furnish proper returns to the concerned statutory authorities regarding wages /DA, contributions under EPF and MP Act, ESI etc.
- (i) Contractor shall be solely responsible for non-payment /delayed payment of wages /DA; contributions under EPF and MP Act, ESI act etc.
- (j) In case the Contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the security deposits/ other dues// running bills under the contract can be utilized by BHEL to discharge the liability of the Contractor .
- (k) Contractor shall indemnify BHEL against claims and losses under various Labor Laws, statutes or any civil or criminal law in connection with employees deployed by him.
- (l) The liability for any compensation on account of injury sustained by an employee of the Contractor will be exclusively that of the Contractor .
- (m) Contractor should have independent code numbers/ exemptions under EPF & MP Act, 1952 and ESI Act, 1948 and shall cover his employees under the said codes.
- (n) Payment of bonus under the payment of Bonus Act (wherever applicable), Payment of Gratuity under the Gratuity Act and retrenchment compensation under Act will be sole responsibility of the Contractor.
- (o) Contractor shall observe Provisions of the local administration in respect of working hours, holidays, rest intervals, leave to his employees. No overtime or No work shall be done on Sunday or on other declared holidays without permission.
- (p) Contractor should have obtained a Labour license from appropriate Government under Contract Labour (Regulation and Abolition) Act 1970, ESI Act and other relevant legislations.
- (q) In case of any contradictions under similar clauses of the tender enquiry, the provisions under special conditions of contract shall prevail.

(10) PERFORMANCE & PENALTY

- (a) The monthly payment becomes payable only if the performance of services has been found satisfactorily as certified by concerned BHEL site official.
- (b) Payment will be made by the Contractor to his/her employees on monthly basis by 7th of the succeeding month. Payment of bills submitted by Contractor will be made within 30 working days from the date of submission of bills.
- (c) The successful Bidder will be responsible for the quality of the job/ services and will immediately rectify the deficiency pointed out in the job performed.
- (d) The penalty will be imposed if the performance achieved by the contractor is below expected standards. The decision of BHEL work in -charge on the question of penalty will be final and binding.
- (e) Contractor shall maintain the daily roster of workers entering in to the premises and should be in position to produce the same as and when required.

- (f) The Contractor shall ensure proper conduct and behavior of the workforce engaged by him in the work premises of the BHEL 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 BHEL in any place.
 - (g) Continuation of the contract shall be based on the performance of the Contractor. The following parameters shall inter-alia be considered while valuating the performance :Timely rendering of services; Quality of works/services; Compliance with statutory requirements; and Safety consciousness, any other factor as considered appropriate by BHEL.
- (11) **CERTIFICATE OF INDEMNITY** :In case of any dispute, the decision taken by BHEL Management will be final and binding on the successful Bidder.
- (12) **WORKING TIME & NATURE OF SERVICES:** The Contractor shall perform services mentioned in the Scope of Services on day to day basis on all working days in a week from 9.00 am to 5.30 pm, 8½ Hrs. duty including half an hour lunch break.
- (13) **CHARACTER VERIFICATION AND ANTECEDENCE:** In case the Contractors desires to change the manpower deployed by him, due to any reason, the new incumbent should be deployed with the clearance of Police Authorities and Work-in-Charge.
- (14) **TAXES & DUTIES:**
- (a) All taxes(Except GST) duties, charges, royalties, duties etc any State or Central Levy and other taxes for materials for execution of the contract shall be borne by the Contractor and shall not be payable extra. Any increase of the same at any stage during execution of the contract shall have to be borne by the Contractor. Quoted price of the Bidders shall be inclusive of all such requirements.
 - (b) GST if applicable and as legally leviable & payable by the Contractor under the provisions of applicable law/ act, shall be paid by BHEL extra as per provision of applicable law. The invoice shall be a Tax invoice under GST law and it should clearly depict following (i) the GST registration number of the Contractor (ii) the amount of and rate of GST. In such case documentary evidence of payment of service tax shall be submitted.
 - (c) BHEL will not be held to be responsible for any non-compliance of the Contractor in respect of various service tax rules, being framed from time to time.
 - (d) Contractor will be required to provide all necessary documents / certificates as may be necessary for availing of input credit by BHEL.
 - (e) Tender rates are inclusive of all taxes, duties levies etc except GST. Any increase by the government in any of taxes except GST shall be borne by Contractor. GST will be paid extra as per Contract.

SECTION V

- 1.0 General Terms & Conditions:** The following terms shall have the meaning hereby assigned to them except where the context requires otherwise
- 1.1 "COMPANY" OR "BHEL" (or B.H.E. Ltd.) shall mean Bharat Heavy Electricals Limited, a Company registered under Indian Companies Act 1956, with its Registered Office at BHEL House, Siri Fort, New Delhi-110 049, India or its Authorised Officers or its Engineer or other Employees authorised to deal with this contract.
- 1.2 "BIDDER" shall mean the Party bidding for the Tender.
- 1.3 "CONTRACTOR" shall mean the individual, Partnership firms or Private / Public Limited Co. or any legal entity who enters into Contract with BHEL and shall include their executors, administrators, successors and assigns. "CONTRACTOR" shall also mean "CONTRACTOR", "CONTRACTOR" "CARRIER" "TRANSPORTER" or "MTO" where the context so requires.
- 1.4 "CONTRACT" or "CONTRACT DOCUMENT" shall mean and include the agreement, the Work order/LOI , the accepted appendices of rates, Schedules of Quantities (if any), General Terms and Conditions of Contract, Special Conditions of Contract, Instructions to Bidder, the drawings, the Technical Specifications and the Special Specifications (if any).
- 1.5 Any conditions or terms stipulated by the bidder in the tender documents or subsequent letters shall not form part of the Contract unless specifically accepted in writing by BHEL and incorporated in the Agreement.
- 1.6 "TENDER SPECIFICATIONS" shall mean the Scope of Work, Special Instructions / Conditions, Technical specifications/requirement , Appendices, Site Information and drawings pertaining to the work and any other relevant reference in the Tender Document for which the Bidder are required to submit their offer.
- 1.7 "APPROVED" "DIRECTED" or "INSTRUCTED" shall mean approved, directed or instructed by BHEL.
- 1.8 "SINGULAR AND PLURAL" etc. words carrying singular number shall also include plural and vice versa, where the context so requires. Words imparting masculine gender shall be taken to include the feminine gender and words imparting persons shall include any Company or Association or Body or Individuals, whether incorporated or not.
- 1.9 "VALIDITY OF THE CONTRACT" The contract will remain valid till the date specified in the contract after considering time extension(s), if any granted by the Company to the contractor. Where validity date is not specified, the contract will remain valid till all the activities specified therein are completed in all respects to the satisfaction of BHEL or where the Company has decided to modify (increase/reduce) the scope of work, on completion of such modified scope of work to the complete satisfaction of BHEL.
- 1.10 "COMPLETION OF THE CONTRACT" The contract will be treated as complete on full and final settlement by BHEL of all Bills / invoices raised under the contract by the Contractor with no claim on either side.

2.0 : SAFETY OF MEN, EQUIPMENT, MATERIAL & ENVIRONMENT

- 2.1 All safety rules, codes applied by BHEL/its customer at site shall be observed by the Contractor and his workmen without exception. The Contractor shall be responsible for the safety of the equipment/materials and work to be performed by him.

3.0 Commencement of Work:

- 3.1 The Contractor shall commence the work on specific intimation from BHEL in writing or the time indicated in the LOI and shall proceed with the same with due expedition without delay. If the Contractor fails to commence the work as per the terms of Order/Contract, BHEL, at its sole discretion will have the right to cancel the Order/Contract. His Earnest Money and/or Security Deposit will stand forfeited without prejudice to any and all of BHEL's other rights and remedies in this regard.

4.0 Statutory Levies:

- 4.1 The contractor will pay all statutory liabilities of the workers and employees engaged by him and ensure that they are paid minimum wages as notified by the State Government from time to time and all other statutory laws shall be complied by the contractor.

5.0 Workmen Compensation:

- 5.1 It is the sole responsibility of the contractor to insure his staff engaged in the BHEL Officers/Flats under Workmen Compensation Insurance Act against any unfortunate incidences/ accidents while on duty.

6.0 FORCE MAJEURE:

- 6.1 Acts of God, Act of any Government, war, blockades, Sabotage, riots, civil Commotion, insurrection, terrorist acts, acts of Public enemy, Flood, Storms, Washouts, Fire, Explosion, landslides, lightning, Cyclone, Earthquake, epidemics, quarantine restrictions, arrest and restraints of the government, necessity for compliance with any court order, law ordinance or regulations promulgated by any governmental authority having jurisdiction, either federal /state /civil or military, strikes or other industrial disturbances, lockouts and other similar causes / events over which the Contractor has no control.
- 6.2 If the Contractor suffers delay in the due execution of the contract, due to delays caused by force majeure conditions, as defined above, the agreed time of completion of the work covered by this contract may be extended by a reasonable period of time provided notice of the happening of any such cause / event is given by the contractor to BHEL within 14 days from the date of occurrence thereof.
- 6.3 The Contractor by the reason of such events shall neither be entitled to terminate this contract nor shall have any claim for damages against BHEL in respect of such non-performance or delay in performance and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of BHEL as to whether the deliveries have been so resumed or not shall be final and conclusive.
- 6.4 Force Majeure conditions will apply on both sides.

7.0 SECURITY DEPOSIT:

- 7.1 Successful bidder shall submit 5% of the total contract value as security deposit within Five days of issue of LOI for the contract. EMD of the successful Bidder shall be converted and adjusted towards the required amount of Security Deposit
- 7.2 Security deposit may be made in any of the following ways:
- 7.2.1 Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.
 - 7.2.2 Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. Bidder to obtain the proforma for Bank Guarantee format from BHEL on issue of LOI.

- 7.2.3 Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Bidder, a/c BHEL).
- 7.2.4 Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Bidder 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.
- 7.3 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 Bidder or recovered from payment/s due to the Bidder.
- 7.4 The security deposit shall not carry any interest.(Note: Acceptance of Security Deposit against Sl. No. 7.2.3 and 7.2.4 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). Securities / BG's shall be released after one **(1) month** of successful execution, completion of the contract and upon fulfillment of contractual obligations as per terms of the contract.

8.0 ARBITRATION :

- 8.1 Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the contract; or, in any manner touching upon the contract, then, either Party may, by a notice in writing to the other party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Unit/Region/ Division issuing the contract.
- 8.2 The arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.
- 8.3 Subject as aforesaid, the provisions of Arbitrations and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause. The seat of arbitration shall be in Mumbai.
- 8.4 The cost of arbitration shall be borne as per the award of the Arbitrator.
- 8.5 Subject to the arbitration in terms of Clause 16 above, the Courts at Delhi shall have exclusive jurisdiction over any matter arising out of or in connection with this contract.
- 8.6 Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the contractor shall proceed and continue without hindrance the performance of its obligations under this contract with due diligence and expedition in a professional manner except where the contract has been terminated by either Party in terms of this contract.
- 8.7 **In case of contract with Public Sector Enterprise (PSE) or a Government Department :**
In the event of any dispute or difference relating to the interpretation and application of the provisions of the contract, such dispute or difference shall be referred by either party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the secretary of the Government of India in-charge of the department of Public Enterprises. The arbitration and conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the special

secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the Parties hereto finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

9.0 Risk Purchase / Penalty:

- 9.1 BHEL reserves to itself the following rights in respect of this Contract without entitling the Contractor for any compensation.
- 9.2 The Company reserves the right to terminate the contract of any contractor at any time, without assigning any reasons thereof, by giving one month's notice of their intention to do so in writing to the contractor who shall not be entitled for any compensation by reason of such termination.
- 9.3 To recover any moneys due from the Contractor, from any moneys due to the Contractor under this or any other contract or from the Security Deposit.
- 9.4 If at any time during the currency of the contract, the contractor fails to render all or any of the services required under the scope of work of the contract satisfactorily in the opinion of BHEL, whose decision shall be final and binding on the contractor, BHEL reserves the right to get the work done by other parties or departmentally at the cost and risk of the contractor and also forfeit the Security deposit.
- 9.5 To claim compensation for losses sustained including BHEL's supervision charges & overheads in case of termination of Contract.

10.0 Cancellation of Contract:

- 10.1 BHEL shall have the right to cancel the contract for unsatisfactory performance i.e. repeated failure for arranging trailers/vessels and delivery of the cargo within transit time. BHEL shall have the right to forfeit the security for poor performance of CONTRACTOR leading to cancellation of contract. If the CONTRACTOR fails or neglects or refuses to observe / perform any of the terms and conditions / obligation of or under the contract BHEL may without prejudice to any other rights terminate the contract by giving one month's notice in writing and recover from the Contractor any damage suffered by on account of the failure, negligence, refusal, violation or breach of contract or any part thereof including the amount by which the cost of completion of the work done by any other agency shall exceed the amount payable to the CONTRACTOR under the contract. BHEL reserves the right to either short close the contract or terminate the contract at its discretion without assigning any reason by giving one month's notice by registered post acknowledgement due or in person under delivery.

11.0 Observance of Local Laws:

- 11.1 The Contractor shall comply with all Laws, Statutory Rules, Regulations etc. The Contractor shall obtain all necessary permits/approval from the local Governing Body, Police and other concerned Authorities as may be required under law.
- 11.2 The Contractor shall pay all taxes, fees, license charges, deposits, duties, tolls, royalty, commissions or other charges that may be Leviable on account of any of the operations connected with the execution of this contract.
- 11.3 The Contractor shall be responsible for the proper behaviour and observance of all regulations by the staff employed.

12.0 Insurance:

- 12.1 The Contractor shall during the performance of the contract take a suitable insurance to cover against bodily injury, death or damage to property of the Contractor or his employees.
- 12.2 The Contractor shall during the performance of the contract take out a Third Party insurance cover against bodily injury or death suffered by any third party/parties or damage to property occurring during the course of execution of this contract in accordance with appropriate statutory requirements.

12.3 If due to Contractor's carelessness, negligence, non-observance of safety precautions, improper security arrangements or due to non-compliance of paper work needed for lodging insurance claim, damage to BHEL/its Customer's property, and if BHEL is unable to recover its claim from the Insurance Company, the deficit will be recovered from the Contractor.

13.0 Laws Governing the Contract:

13.1 The contract shall be governed by the Indian Laws for the time being in force and only courts in Mumbai, India shall have jurisdiction over this contract.

14.0 Indemnity:

14.1 The Contractor shall indemnify and keep indemnified BHEL all losses, claims etc. arising out of any of his acts or out of the acts of his Contractors or associates or servants during the currency of the contract.

15.0 Requirements of Performance:

15.1 All permissions/Clearances or any other relevant authorization from competent authority shall be obtained by the Contractor at his own cost. Any contingency arising in this respect shall be the responsibility of the Contractor. Also the Contractor shall be responsible for any mishap and consequences therefore including legal complications, if any.

15.2 The contract as entered into between BHEL and the Contractor shall in no way, nullify, reduce, mitigate or absolve the parties of any responsibility, obligation or liability that may devolve upon them under the acts or laws governing such activity.

16.0 Earnest Money Deposit: The offers from the bidders shall enclose a EMD as per Techno commercial Bid in any one of the following forms :

16.1 Electronic Fund Transfer credited in BHEL account (before tender opening) in Below bank account of BHEL

Name BHARAT HEAVY ELECTRICALS LTD
BANK : **STATE BANK OF INDIA, CUFFE PARADE BRANCH**
ACCOUNT NO : **10783155482**
IFSC CODE : **SBIN0005345**

16.2 EMD of the Bidder will be forfeited if:

16.2.1 After opening the tender and within the offer validity period, the Bidder revokes his tender or makes any modification in his tender which is not acceptable to BHEL.

16.2.2 The Bidder fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.

16.2.3 If the bidder declines to accept the LOI or is unable to accept the work which has been awarded on the basis of the offer received from the bidder or revokes the offer within the validity period of the offer, the earnest money shall stand forfeited.

16.2.4 EMD by the Bidder shall be withheld in case any action on the Bidder is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ Bidders" and forfeited/ released based on the action as determined under these guidelines.

16.3 EMD of successful bidder will be adjusted towards part of the security deposit.

16.4 EMD of all unsuccessful bidders shall be returned normally within fifteen days of placement of LOI/Work Order on successful bidder.

16.5 EMD shall not carry any interest.

16.6 In case total EMD amount is more than Rs.20 Lakh, the amount in excess of Rs.20 lakh maybe accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for atleast six months.

17.0 Invoices & Payment Terms:

- 17.1 The Contractor will be required to raise the Invoice for the services rendered. The Invoices will have to be raised according to the explicitly agreed rates and payment terms of the contract.
- 17.2 **In consideration of such services mentioned above rendered by the contractor, BHEL will pay charges to the contractor 15 days of submission of clear bills. TDS/WCT as applicable will be deducted at source from the payment.**
- 17.3 The payments shall be made through RTGS/NEFT. The contractor would be required to submit bank details for receiving the payments.
- 17.4 Even if the **prices offered are excluding GST**, the contractor will have to produce invoices showing the GST elements separately.
- 17.5 In case the, TDS is not to be made, the contractor will have to produce the exemption letter from the relevant authorities to this effect along with bill submitted for payment.

18.0 Discrepancy In Words & Figures: Quoted In Offer

- 18.1 If, in the price structure quoted for the required goods/ services/ works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- 18.2 If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- 18.3 If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.
- 18.4 If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

19.0 Prevention of Corruption:

- 19.1 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.
- 19.2 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.

20.0 Laws Governing the Contract:

- 20.1 The Order/Contract shall be executed and governed by the laws of India and the courts of India alone shall have jurisdiction in respect of any matter arising under or in connection with the Order/Contract.

21.0 Jurisdiction of Court:

- 21.1 Courts at Mumbai shall have exclusive jurisdiction to decide the dispute, if any, arising out of or in respect of the contract(s) to which these conditions are applicable.

- 22.0 Integrity commitment, performance of the contract and punitive action thereof:**
- 22.1 **Commitment by BHEL:** BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.
- 23.0 Commitment by Bidder/ Supplier/ Contractor:**
- 23.1 The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.
- 23.2 The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.
- 23.3 The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.
- 23.4 If any bidder/ supplier/ contractor during pre-tendering /tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/supplier/ contractor as per extant guidelines of the company available on www.bhel.com and/or under applicable legal provisions”.
- 24.0 Safety of men, Equipment, Material & Environment:**
- 24.1 All safety rules, codes applied by BHEL/its customer at site shall be observed by the Contractor and his workmen without exception. The Contractor shall be responsible for the safety of the equipment/materials and work to be performed by him.
- 25.0 MSE suppliers**
- 25.1 **MSE Suppliers** can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (2 years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of CA certificate (format enclosed as per Annexure I where deemed validity of EM II certificate of 2 years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part I incase of 2 part bid). Non submission of such documents will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if any deficiency in the above required documents is not submitted before price bid opening. If the tender is to be submitted through e-Procurement Portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by Gazetted officer.
- 26.0 License/Permission/Registration:**
- 26.1 Wherever any Licence/Permission from or Registration with Local or State or Central authorities is required under the above Acts/Law or any other Laws Governing the work contracted for, the contractor shall at his own cost arrange for such Licence/ Permission/ Registration. Contractor shall also be liable for producing for inspection such certificates and licenses as may be required by the Local/State/Central Authorities or BHEL as and when required. The contractor shall pay all levies, fees, taxes and charges etc. to appropriate authorities and other bodies as required by them under

their rules for, vehicles / trailers, employees or workers engaged by him. These charges shall be borne by the contractor. However, if any new tax is levied, subsequent to the signing of the contract, reimbursement of the same may be considered by the Competent Authority on the basis of written proof regarding imposition of new tax. No claim or compensation for reimbursements, made against BHEL by Contractor shall be entertained by BHEL for any breach of the provisions/Acts or laws by the contractor.

27.0 Time Limit for Submission of Bills

- 27.1 The contractor shall make a claim for the services rendered under this contract to BHEL within **(3)Three months** of such service. If he does not prefer claim within the said period, he shall be deemed to have waived his right in the respect thereof and shall not be entitled to any payment on account thereof. Nevertheless, the accepting authority on written request can waive off this limitation and allow late submission of bills if the reasons for delay are found convincing and reasonable.
- 27.2 No claim in respect of under payment to the contractor shall be considered valid or entertained unless a claim in writing is made thereof within **(3) Three months** from the date on which payment of the original claim thereto was made. Any claim for such under payment, not received within the stipulated four months period, shall be liable to be summarily rejected by BHEL. Nevertheless, the accepting authority on written request can waive off this limitation and allow late submission of bills if the reasons for delay are found convincing and reasonable.
- 27.3 However, in case of any specific issue over which the contractor had not billed for any particular activity the same can be allowed for payment, subject to with the prior approval of the General Manager, notwithstanding what has been laid down in the Clause on Payment. The decision of the General Manager shall be final and binding on the contractor.
- 27.4 The contractor shall indemnify BHEL against any violation of safety laws, rules and regulations while carrying-out operations as required by the contract.
- 27.5 No unauthorized person should be allowed to work.

SECTION-VI

TECHNO- COMMERCIAL BID		
Tender Ref: RE:MUM:HRD:HK:WTC:001:2021		
OFFER FOR HOUSE KEEPING CONTRACT OF BHEL 14 TH AND 15 TH FLOOR WTC, MUMBAI		
SNo	Technical Criteria	Remarks/Documents to enclose
1	The average annual turnover for the last three years to be not less than Rs. 3.21 Lakhs /- Copy of CA Certificate or copy of PL statement to be submitted	Accepted
2	<p>Bidder must submit experience (proof) of having successfully completed similar work i.e “Manpower Supply/ Housekeeping” in least 7 years (ending last day of month previous to the one in which the tender is floated) as under : (Copies of contract / work order with satisfactory completion certificate from customer must be attached)</p> <p>(a) Three contracts of value not less than Rs 4.28/- Lakhs each. OR (b) Two contracts of value not less than Rs.5.35/- Lakhs- each. OR (c) One contract of value not less than Rs 8.56/ Lakhs- each.</p> <p>NOTES:</p> <p>a. If work order does not specify the value of the contracts, the same should be certified from customers. In that case the documents required will be work order/contract copy, customer certification for contract value and satisfactory completion certificate from customer.</p> <p>b. The party who submits only work order or contract copy and does not submit satisfactory completion certificate from customer will not be considered.</p> <p>c. The party who submits only satisfactory completion certificate from customer and does not submit relevant copy of work order/contract will not be considered.</p> <p>Copies of contract / work order with satisfactory completion certificate from customer must be attached</p>	Details
3	<p>EARNEST MONEY DEPOSIT Rs. 21403/- :The Bidders, should submit EMD in Online mode in the given A/C of ‘BHARAT HEAVY ELECTRICALS LIMITED as part of the Technical Bid. EMD is interest free as per tender conditions. Offers without EMD shall not be considered. The EMD will be refunded to the unsuccessful bidders within a week of award of contract.</p> <p>A/C details :</p> <p>Name BHARAT HEAVY ELECTRICALS LTD BANK : STATE BANK OF INDIA, CUFFE PARADE BRANCH ACCOUNT NO : 10783155482 IFSC CODE : SBIN0005345</p> <p>UTR details shall be furnished vide email and intimated through E-mail before opening of tender. NO hard copy DD shall be accepted</p>	Details
4	<p>Nature of Firm : (Details documents Required as stated below)</p> <p>(a) Proprietorship: Reg. Certificate under Bombay shop/PWD/MHADA/SALES TAX/Reliance Energy/MTNL/Reg.Of Companies</p> <p>(b) Partnership : Partnership Deed,</p> <p>(c) Pvt & Public Ltd Co: Certificate of Incorporation</p> <p>(d) Bidder must submit firms nature documents and PAN copy & GST Registration No copy(documentary proof to be attached).</p>	Details
5	Compliance Letter: The compliance letter duly signed and stamped on letter head	Submitted/Uploaded

6	All NIT documents to be stamped and signed, including blank copy of price Bid	Submitted/Uploaded
7	During the period of the contract of any of your 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.	Accepted
8	Contractual & Legal Obligations:	Accepted Unconditionally
	1. BHEL has privity of contract with employer only.	
	2. No relation with the employment of employees	
	3. It is a contract and should not amount to	
	- Joint Venture	
	- Partnership	
	This is a contract for Housekeeping works of BHEL 14 th & 15 th Floor, WTC Office, Cuffe Parade, Colaba, Mumbai 05 only and will not amount to Employer – employee relationship	
	(a) The contractor's workers have to work as per the instruction of BHEL.	
	(b) The contractor will not deploy any casual employee or subcontract the job without written permission.	
9	Bidder shall furnish proper returns to the concerned statutory authorities regarding wages /DA, contributions under EPF and MP Act, ESI etc. and also solely responsible for non-payment /delayed payment of wages /DA; contributions under EPF and MP Act, ESI act etc	Accepted
10	In case the Bidder fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the security deposits/ other dues// running bills under the contract can be utilized by BHEL to discharge the liability of the Bidder.	Accepted
11	Bidder shall indemnify BHEL against claims and losses under various Labor Laws, statutes or any civil or criminal law in connection with employees deployed by him.	Accepted
12	The liability for any compensation on account of injury sustained by an employee of the Bidder will be exclusively that of the Bidder.	Accepted
13	Bidder should have independent code numbers/exemptions under EPF & MP Act 1952 and ESI Act 1948 and shall cover his employee under the said codes.	Accepted
14	Payment of bonus under the payment of Bonus Act (wherever applicable), Payment of Gratuity under the Gratuity Act and retrenchment compensation under Act will be sole responsibility of the Bidder.	Accepted
15	Bidder shall observe Provisions of the local administration in respect of working hours, holidays, rest intervals, leave to his employees. No overtime or No work shall be done on Sunday or on other declared holidays without permission.	Accepted
16	Bidder should have obtained a Labour license from appropriate Government under Contract Labour (Regulation and Abolition) Act 1970, ESI Act and other relevant legislations	Accepted
17	During the currency of the contract if any new act/ rule/ guidelines are issued by Government authorities then same has to be followed	Accepted
18	Contract will indemnify BHEL against all legal action including prosecution and agreed to pay liabilities/wages (incl PF, ESI, and other) to said workmen.	Accepted

SECTION VII

PRICE BID

Name of the work: House Keeping Services at 14 / 15 Floor, World Trade Centre-I, Cuffe Parade, Colaba, Mumbai			
SL No	Components	Category of services	
		Supervisor	Worker
1	Basic	11632	10021
2	DA	1430	1430
3	Basic +DA	13062	11451
4	HRA (@ 5% on Total Salary)	653	573
5	Gross Salary	13715	12024
6	PF Earned Basic + Salary @ 13% on Total Salary	1698	1489
7	ESIC on Gross @ 3.25 % on Total Salary	446	391
8	Leave Salary on Basic + DA	762	668
9	Bonus(@ 8.33% on Total Salary)	1088	954
10	Gratuity (@ 15 days per annum)	628	551
11	Uniform Charges	125	125
12	LWF	6	6
13	Total Monthly Wages per month for 01 Supervisor and 01 Workers (without service charge)	18468	16206
14	Net Amount to be considered for Service Charges (Exuding HRA, PF, ESIC, Leave Salary, Bonus, Gratuity, Uniform Chrgs and LWF)	13062	11451
16	Percentage of Service charges per month for 01 Supervisor and 01 Workers (on Net Amount)	__%	__%
17	Amount of Service charges per month for 01 Supervisor and 01 Workers	Will be calculated later	Will be calculated later
18	Total amount including Service charges per month for 01 Supervisor and 04 Workers	Will be calculated later	Will be calculated later
19	Total Amount including service charges for 12 Months for 01 Supervisor and 04 Workers	A= Will be calculated later	B= Will be calculated later
Total A+B=			
Tenderer has to quote his service charges against SI . No. 16 for 01 No. of Supervisor and 01 No. of workers. Same percentage of service charge shall be quoted for Both category of manpower against SI No. 16. Evaluation will be done on lowest quoted service charge in %. No Negative % is allowed.			
GST shall be paid Extra as per NIT			

SECTION VIII

(Letter of compliance in Company's Letter Head)

Ref No:

Date:

To,

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

Sub : Your Tender no RE:MUM:HRD:HK:WTC:001:2021

Dear Sir,

With reference to your above tender, 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, any deviation mentioned by us anywhere in the tender is not valid and is to be ignored by BHEL while finalising the Tender.

Further, it is also confirmed that we have submitted the price bid in your price bid format only without any deviations / conditions.

In case, any deviation is observed in the financial bid the same is not be entertained / considered by BHEL.

Thanking you,

Yours faithfully,

Name/Signature of the signatory.
Stamp.

SECTION IX

CERTIFICATE BY CHARTERED ACCOUNTANT ON LETER HEAD

This is to certify that M/s.-----
(hereinafter referred to as 'company') having its registered office at -----
----- is registered under MSMED Act 2006, (Entrepreneur Memorandum No (Part- II)
----- dtd.-----
Category:----- (Micro/Small). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as on date-----
----- as per MSMED Act 2006 is as follows:

1. For Manufacturing Enterprises :Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small scale Industries vide its notification No. S.O. 1722(E) dated October 5, 2006:

Rs. -----Lacs

2. For Service Enterprises: Investment in equipment ((i.e. original cost excluding land and building and furniture, fitting and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:

Rs. -----Lacs.

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

Date:

(Signature)

Name:

Membership number-

Seal of Chartered Accountant

SECTION X

DECLARATION (On Company Letter Head)

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

SECTION XI

DECLARATION FOR RELATION IN BHEL

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder failing which the offer of Bidder is liable to be summarily rejected)

To,
(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub : **Declaration for relation in BHEL**

Ref : 1) NIT/Tender Specification No:,

I/We hereby submit the following information pertaining to relation/relatives of Proprietor/Partner(s)/Director(s) employed in BHEL

Tick(v) any one as applicable:

1. The Proprietor, Partner(s), Director(s) of our Company/Firm **DO NOT have any relation or relatives** employed in BHEL

OR

2. The Proprietor, Partner(s), or Director(s) of our Company/Firm **HAVE relation/relatives employed** in BHEL and their particulars are as below:

(i)

(ii)

Signature of the Authorised Signatory

Note:

1. Attach separate sheet, if necessary.

2. If **BHEL Management comes to know at a later date that the information furnished by the Bidder is false, BHEL reserves the right to take suitable against the Bidder/Contractor.**

SECTION XII

BANK ACCOUNT DETAILS FOR E-PAYMENT

(To be given on Letter head of the Company /Firm of Bidder, and **ENDORSED (SIGNED & STAMPED)**
BY THE BANK to enable BHEL release payments through Electronic Fund Transfer (EFT/RTGS)

1. Beneficiary Name:

2. Beneficiary Account No. :

3. Bank Name & Branch :

4. City/Place:

5. 9 digit MICR Code of Bank Branch:

6. IFSC Code of Bank Branch:

7. Beneficiary E-mail ID:
(For payment confirmation)

NOTE: In case Bank endorsed certificate regarding above has already been submitted earlier, kindly submit photocopy of the same.

Signature of the Authorised Signatory