

Name of work: Works contract for House keeping and sanitation works at BHEL Main Hospital and peripheral dispensaries (Kattur, Thillai Nagar & Security colony) for a period of 15 months during 2022-23.

Enquiry No: 9032200002/04.02.22

BHARAT HEAVY ELECTRICALS LIMITED- TIRUCHIRAPPALLI-620 014

WORKS CONTRACTS MANAGEMENT

NOTICE INVITING e-TENDER

PART-I (TECHNO COMMERCIAL BID)

1.	Tender Ref No:	9032200002/04.02.22
2.	Tender Type	Open Tender-Two Part (e-Tender)
3.	Name of work	Works contract for House keeping and sanitation works at BHEL Main Hospital and peripheral dispensaries (Kattur,Thillai Nagar & Security colony) for a period of 15 months during 2022-23.
4.	Location of work	BHEL –TRICHY (as detailed in scope of work)
5.	Period of contract	Fifteen (15) months from the date of award of contract.
6.	Earnest Money Deposit	₹1,60,000/- (Rupees One lakh sixty thousand only). (EMD shall be paid preferably in the NEFT form (Ref.Annex-A2 and the SBIEcollect receipt shall be uploaded), EMD not waived off for MSE/NSIC/SSI vendors for this tender. EMD taken other than NEFT mode, should be forwarded in original, physically/couriered to WCM office/24 BLDG III Floor, on or before tender submission deadline. The scanned copy of the same should be uploaded in eprocurement site. For NEFT mode (Failing to adhere to the above, will make the bid liable for rejection)
7.	Tender Document details	PAGES 1-66
8.	Mode for submission of offer	No physical submission of tender. Tender only to be submitted electronically by logging to e-Procurement portal https://eprocurebhel.co.in/
9.	Contact details for queries related to tender	Shri Thiagarajan V, Dy. Manager / WCM, 0431 257 1727; e-mail: thiyaguvj@bhel.in Shri Dineshwar Pahan, Dy Engineer /WCM, 0431-257 4564; e-mail: dineshwar@bhel.in
9.1	Contact details for queries related to scope of work	Smt. C Hemalatha DGM/Medical 0431-2574102 email : hemalatha@bhel.in Shri Barada Prasanna swain, Dy Engineer /Medical 0431-2573923 ; e-mail: barada@bhel.in
10.	Last Date for Receipt of Tender	15.02.2022/10:30 Hrs.
11.	Date of Techno Commercial Bid Opening	15.02.2022/12:30 Hrs.

We, the tenderer, have gone through all the pages of tender document and accept the same.

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A: Contractor Profile

1.	Name of the Enterprise/ Company/ Firm.	To be filled in e-procurement portal
1.1.	Status of the Enterprise/ Company/ Firm.	To be filled in e-procurement portal
1.2	Regd. Address of Enterprise/ Company/ Firm	To be filled in e-procurement portal
1.3	If offer is addressed from different address, as above, the same may specified,	To be filled in e-procurement portal
2	Details of documentary evidence submitted in support of Status of the Enterprise/ Company/ Firm.	Details to be filled and documentary evidence to be uploaded in e-procurement portal
Following documents to be uploaded in e-procurement portal based on status of Enterprise/ Company/ Firm.		
2.1	Sole Proprietorship	Trade License / PAN/GST registration /Auditor's letter
2.2	Partnership	Registered Partnership Deed, PAN Copy of the firm. Also, PAN copy of all partners be furnished
2.3	Private Limited Company / Public Limited Company / Public Sector / Govt. Org	Certificate of Registration/Memorandum of Association & Articles of Association. List of Directors, their DIN Number, PAN Copy of all directors to be furnished.
3.	Landline/Mobile number(s)	To be filled in e-procurement portal
4.	E-mail Address	To be filled in e-procurement portal
5.	Name, Designation and Contact details of person signing the Tender (In case of authorized signatory, the copy of Power of Attorney (POA) should be uploaded as per Annexure-A5.)	To be filled in e-procurement portal

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6.	BHEL- Trichy Vendor Code: (If vendor code is not available, kindly Submit the original NEFT/RTGS Format duly filled and signed as per Annexure-A3 along with cancelled cheque leaf)	To be filled in e-procurement portal
7.	EPF Registration (No. & Date) (Copy of EPF Registration to be uploaded)	Details to be filled and documentary evidence to be uploaded in e-procurement portal
8.	ESI Registration (No. & Date) (Copy of ESI Registration to be uploaded)	Details to be filled and documentary evidence to be uploaded in e-procurement portal
9.	Labour License. (Copy of Labour license to be uploaded)	Details to be filled and documentary evidence to be uploaded in e-procurement portal

Note:

- Vendors not having EPF, ESI reg. no. and Labour License shall immediately get registered after award of work to comply with statutory requirements.**
- If vendor fails to get EPF, ESI reg. no. and Labour License before start of work, EMD/SD shall be forfeited and penal action shall be taken as per extant rules of BHEL.**

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B: Qualifying Criteria:

Sl. No.	Qualifying Criteria	DETAILS
A	EMD Amount: ₹ 1,60,000/- (Rupees One lakh sixty thousand only) (Offer without EMD will be rejected.) (EMD NOT WAIVED FOR MSE/NSIC/SSI VENDORS for this tender.) (NEFT is the preferred mode of payment for EMD.) EMD may be submitted in following ways: - Electronic fund transfer credited in BHEL account (Before Tender Opening). (Refer Annexure-A2 for making EMD payment through SBI-Ecollect) - In the form of Cash deposit (Done before tender opening) / Bankers Cheque / Pay order / DD / FDR (Along with offer) drawn in favour of BHEL - Trichy, payable at Trichy issued by Scheduled Bank / Nationalized bank / Consortium banks. EMD in any other form (One Time EMD, BG for full value of EMD etc.) is not acceptable.	NEFT/RTGS PAYMENT DETAILS: OR DD/ FDR / PAY ORDER DETAILS: (Details to be filled and documentary evidence to be uploaded in e-procurement portal)
B	Technical Competence:	
B1	Average annual financial turnover of ₹24.00 lakhs during any 3 consecutive financial years of FY 2016-17, 2017-18, 18-19, 19-20 & 20-21.	
B2	Work Experience: During the last 7 years, i.e. since 01-02-2015 to 31-01-2022, should have executed works similar to Housekeeping works such as Sweeping, swabbing of areas, Cleaning of toilets/ Any Manpower supply contracts. - Three similar works for a value of ₹32.00 lakhs each (OR) - Two similar works for a value of ₹40.00 lakhs each (OR) - One similar work for a value of ₹64.00 lakhs (Experience proof from BHEL shall contain work order copies and experience proof from other than BHEL shall contain work order copies along with Form 26AS/TDS certificate / bank statement for payment from the organisation for the work executed).	Details to be filled and documentary evidence to be uploaded in e-procurement portal
C	Financial Soundness: Vendor to filled and documentary evidence to be uploaded in e-procurement portal of Income tax return acknowledgement, Balance sheet and profit & loss statement (certified by Chartered accountant (with Membership No) for any 3 consecutive FY of the financial years i.e. 2016-17, 2017-18, 18-19, 19-20 & 20-21.	

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C1	Balance Sheet (Copy of Balance Sheet certified by CA to be uploaded)	Details to be filled and documentary evidence to be uploaded in e-procurement portal
C2	Profit & Loss Statement (Copy of Profit & Loss account statement certified by CA to be uploaded)	
C3	Income Tax Return acknowledgment (Copy of ITR to be uploaded)	
D	Income Tax Registration (PAN) (Copy of PAN to be uploaded)	Details to be filled and documentary evidence to be uploaded in e-procurement portal
E	Goods & Service Tax Registration (GST) (Copy of GST Registration to be uploaded) (Declaration to be uploaded if Vendor is Exempted from paying GST. For such exempted vendor, Vendor cannot claim GST from BHEL, during the execution of the contract(if awarded) even if their status under GST changes to regular tax payer.)	
F	Acceptance to Scope of work, Special and General Terms and Conditions of Contract. (Duly signed and sealed copy of tender document to be uploaded)	
G	“No deviation & Declaration certificate” on bidder’s Letter head as per enclosed Annexure-A1 of tender document (Duly signed and sealed copy to be uploaded.)	
H	Applicable GST % against the scope of work (To be confirmed)	
Note: 1. Bidders are requested to submit only the documents required to meet the pre-qualification criteria as per tender. Documents not relevant to tender pre-qualification criteria / tender shall not be enclosed along with the offer. 2. Digitally signed/ Self-attested copy of all the documents should be uploaded along with Tender, if at any stage, the document(s) submitted by Contractor is / are found incorrect / false / fake, then necessary action will be taken by BHEL against Contractor viz., legal, Contractual, BHEL Policy / Procedural Actions in whatsoever manner as deemed fit.		

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CHECK LIST FOR DOCUMENTS TO BE UPLOADED IN e-PROCUREMENT PORTAL

Description	Remarks
EMD	☐ uploaded / ☐ Not uploaded
Work Experience Certificates/ Work executed details	☐ uploaded / ☐ Not uploaded
Income tax return acknowledgement (ITR), Balance sheet and profit & loss account statement	☐ uploaded / ☐ Not uploaded
PAN	☐ uploaded / ☐ Not uploaded
GST	☐ uploaded / ☐ Not uploaded
Signed and sealed copy of this Tender Document (all pages) no price should be written in this tender document, the price should be quoted only in eprocurement portal)	☐ uploaded / ☐ Not uploaded
NO DEVIATION AND DECLARATION CERTIFICATE ON BIDDERS LETTER HEAD	☐ uploaded / ☐ Not uploaded
PF	☐ uploaded / ☐ Not uploaded
ESI	☐ uploaded / ☐ Not uploaded
DOCUMENTARY PROOF FOR COMPANY/ FIRM/ PROPRIETORSHIP	☐ uploaded / ☐ Not uploaded
NEFT BANK FORMAT (If applicable)	☐ uploaded / ☐ Not uploaded
POWER OF ATTORNEY FOR SIGNING TENDER (If applicable)	☐ uploaded / ☐ Not uploaded

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INSTRUCTIONS TO THE TENDERERS

1. Tender only to be submitted electronically by logging to e-Procurement portal <https://eprocurebhel.co.in>. Physical submission of tender shall not be accepted. All corrigenda/addenda/amendments/time extensions/clarifications, etc. to the tender will be hosted on BHEL & Govt. Tenders websites only (i.e. <https://www.bhel.com>, & <https://eprocurebhel.co.in>) and will not be published in any other media. Bidders should regularly visit above website(s) to keep themselves updated.
2. **EMD should be submitted as per Part-I (Technical Bid) Qualifying Criteria. Techno-commercial bid will be considered only, if the EMD is valid. EMD in any other form and tender without EMD will be summarily rejected.** EMD indicated in the tender may or may not, reflect any specified percentage on value of work. Hence vendors are advised to offer their quote cautiously while submitting their bid, without any presumption.
3. EMD may be submitted in the form of (i) Cash deposit under the extent Income Tax Act (before Tender opening) or (ii) Electronic Fund Transfer credited in BHEL account (before Tender opening) or (iii) Bankers Cheque/Pay order/Demand Draft (DD) in favor of BHEL Trichy or (iv) Fixed Deposit Receipt (FDR) issued by schedule banks/ Public Financial Institutions as defined in the Companies Act (**FDR should be in the name of the Contractor, a/c BHEL and affix one rupee (Rs.1/-) revenue stamp & sign on back side of FDR, In case, the same discharged FDR submitting second time as EMD “A Lien-Confirmation letter” issued from Bank must be submitted along with FDR**). For vendors who are unsuccessful in the tender, who submitted FDR, it will be returned in person only.
4. **In case of offline payments, the hardcopies of EMD documents i.e. DD/FDR submitted to WCM office/24 Building 3rd Floor, BHEL, Trichy before tender opening and the soft-copies to be uploaded at the time of online bid submission, otherwise the tender will be summarily rejected.**
5. Bidder should arrange for the EMD as specified in the tender. The original EMD should be posted/couriered/given in person in a sealed cover **super scribing “Name of Work” “Enquiry number & date”** to the Tender Inviting Authority, within the bid submission date and time for the tender.
6. Any deviation to this tender terms & conditions, and schedules of this tender will lead to total rejection of the offer submitted.
7. Tenderer who have been suspended or black listed or issued with “Show Cause Notice” by BHEL, Tiruchirappalli -620014 or any other unit or GOI will not be allowed to participate in the tender, and bidder should declare the same in the tender. Even during the course of evaluation/ finalization of tender if it is found that some of the parties are black listed/ barred from business transaction/ under business hold, BHEL will not consider them for further participation in the tender.
8. Should a tenderer find discrepancies or omissions in the tender documents, or should there be any doubt as to their meaning, he should at once address the authority inviting the tender, for clarification well before the due date, so as to submit his tender in time. No extension of time shall be given for submission of the tender on any account.
9. **Amount** should be quoted as per the Work schedule (Price bid/Part –II). **Amount** quoted in any other form will not be accepted, and will be rejected.
10. The tender must be signed digitally / physically by Partner/ Director of the Firm or by the person holding the Power of Attorney on behalf of the Firm concerned. In the latter case, a copy of Power of Attorney, duly attested by a Notary Public must accompany the tender (As per annexure-A5)
11. If a tenderer deliberately gives wrong information in his tender or creates conditions favorable for the acceptance of his tender, the BHEL will reject such tender at any stage.
12. Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
13. Canvassing in any form in connection with tenders is strictly prohibited and the tenders submitted by the Contractors who resort to canvassing will be liable for rejection.
14. Should a Tenderer's or a Contractor's or in the case of a firm or company of contractors/any of its shareholder's or shareholder's relative is employed in BHEL, the authority inviting the tenders shall be informed in writing

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of this fact at the time of submission of the tender, failing which the tender may be disqualified, or if such fact subsequently comes to light, the contract may be cancelled.

15. The tender schedule, and the tender shall be deemed to form an integral part of the contract to be entered into for this work.
16. Tenderer shall sign the tender documents for having accepted the conditions and upload in e-procurement portal.
17. Tender can be cancelled at any stage due to unavoidable circumstances.
18. Kindly ensure that the total size of the scanned documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However, it shall be sole responsibility of bidder that the uploaded documents remain legible.
19. If there is a discrepancy between words and figures quoted by bidder, the amount in words shall prevail. If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date upto 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.

20. CRITERIA FOR AWARD OF WORK:

Evaluation of the offer shall be done on “Net Cash outflow to BHEL after taking into account applicable Taxes and Duties “and overall (package) L1 basis. The L1 position based on the quoted values (subject to calculations) excluding applicable Goods & Services tax (GST), will not necessarily mean L1 for a vendor, but the net liability to BHEL, after considering the Goods & Services tax (GST) criteria for all the vendors who had participated in the tender. In case of exemption from the payment of Goods & Services tax (GST), the vendor has to submit a declaration along with the tender. For such exempted vendor, Vendor cannot claim GST from BHEL, during the execution of the contract (if awarded) even if their status under GST changes to regular tax payer. The Evaluation currency for this tender shall be INR.

21. If the contractor back outs after opening of tender, the contractor is liable for forfeiture of the EMD paid.
22. BHEL reserves the right to increase or decrease the tendered quantity.
23. BHEL does not guarantee ordering of any minimum quantity.
24. Income Tax deduction at source as applicable in the IT Act from time to time will be made on the value of the bills in the absence of Income Tax Exemption Certificate from the concerned IT officer.
25. All the Statutory Obligations such as ESI, PF, Labor Acts, Factories Act, Goods & Services tax (GST), etc. will have to be taken care of by the vendor. BHEL will have no liability on them. Notwithstanding the above, if any demand notice is served by the concerned Statutory Authorities for recovery of any of their dues on BHEL, the same would be paid to the statutory authorities without notice to the vendor and recovered as a due from any pending / future bills.
26. In case contract is not executed by vendor after award and acceptance of contract, BHEL may exercise the right to forfeit EMD, Security Deposit / BG of such contractors and also suitable action will be taken by BHEL on those Contractors as deemed fit.
27. BHEL reserves the right to reject the tender, if it contains any tampering to the tender documents submitted by the bidder, at any stage.
28. The labors engaged under this contract cannot be deployed in any other work. Violation of this rule will be viewed seriously.
29. BHEL reserves the right to cancel the tender or reject the lowest or any tender in full or in part without assigning any reasons whatsoever.
30. In order to ensure compliance to Minimum Wage payment to all workmen entering the BHEL premises, the entry of manpower shall be regulated based on the awarded value and the prevailing minimum wages.
31. Other than the bidder, none of its group concerns or affiliates etc. are participating in the tender either directly or indirectly through any other agency under same proprietor / common director(s) / common partner(s). The bidder should declare the same in the Tender. Even during the course of evaluation /finalization of Tender/ at any stage, if it is found that some of the parties are not fulfilling the above

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clauses, BHEL will not consider them for further participation in the Tender/ reject such tender/contract and all the bids of a bidder who has submitted multiple bids, as per the above clause, shall be rejected.

IMPORTANT POINTS TO BE TAKEN CARE OF WHILE SUBMITTING OFFER:

- a) Should a Tenderer find discrepancies or omissions in the Tender documents or should there any doubt as to their meaning, he should at once address the authority inviting the Tender, for clarification well before the due date, so as to submit his Tender in time. (No extension of time shall be given for submission of the Tender on any account) Every Endeavour is made to avoid any error which can materially affect the basis of the tender but the successful tenderer shall take upon himself to provide for the risk of any error which may be subsequently by discovered and shall make no subsequent claim on account thereof.
- b) Conditional, unwitnessed, late Tenders, Tenders containing prima-facie absurd rates and amounts, Tenders which are incomplete or otherwise considered defective and Tenders not in accordance with the Tender conditions herein contained and the Tenders not in original **ARE LIABLE TO BE REJECTED**
- c) Vendors are advised to get themselves acquainted with the site conditions, the scope / work details before submitting the offer.
- d) The contractor shall quote only the lowest possible amount, inclusive of all taxes (except Goods & Service Tax which will be paid by BHEL extra as applicable) that can be offered for the intended quantity.
- e) If a Tenderer deliberately gives wrong information in his Tender or creates conditions favourable for the acceptance of his Tender, BHEL will REJECT SUCH TENDER AT ANY STAGE.
- f) Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
- g) Canvassing in any form in connection with Tenders is strictly prohibited and the Tenders submitted by the Contractors who resort to canvassing will be liable for rejection. The Tender schedule and the Tender shall be deemed to form an integral part of the Contract to be entered into for this work.
- h) Late and Delayed Tenders will be summarily rejected and under no circumstances it will be considered and accepted.
- i) BHEL may reject the bid or in case the contract has been awarded, then terminate the contract apart from taking any other suitable action under the contract or applicable legal provisions or BHEL guidelines including Guidelines for suspension of Business Dealings, without any liability for any compensation to the bidder if, BHEL discovers at any time that any statement made by the bidder in the affidavit cum undertaking is false, fraudulent or Any document submitted by the bidder was fake and forged Or If BHEL determines in the sole discretion that any statement was aimed at deliberately misleading BHEL with a view to ensure award of the subject contract to the bidder.
- j) The contractor shall follow norms of BHEL security system for movement of men & materials within the complex including biometric system.
- k) The workmen to be deployed by the contractor shall adhere to the safety / security rules and regulations of the Company and any person who is found to be violating the security / safety rules of the company shall be replaced immediately at the cost of the contractor.
- l) The contractor shall strictly adhere to various labour laws in force.
- m) The decision of In-charge for this contract shall be final and binding on the contractor regarding clarification of items of works.

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- n) Lowest prices received against BHEL tenders need not be the technically acceptable one, and in that case, BHEL reserves the right not to consider the same.
 - o) BHEL would negotiate or re-float the Tender opened if L1 price is not the acceptable price to them inter alia other reasons. Tenderers shall not increase their quoted rates in case BHEL, negotiates for reduction of rates. Such negotiation shall not amount to cancellation or withdrawal of the original offer.
 - p) In all matters of disputes, the decision of the General Manager, BHEL, Tiruchirappalli-14 shall be final and binding on the Contractor.
 - q) Water, Electrical energy, compressed air required for the work will be provided by BHEL at free of cost at the locations wherever possible. BHEL does not accept any liability whatsoever for non-supply, delay in supply or failure of supply of same. Contractor shall ensure that there is no wastage of same, otherwise supply of above is liable to be stopped at contractor's risk and cost. The contractor shall make leak proof / fire proof shed and provide control panel board of required capacity and lay the required electrical cables at their own cost for further distribution.
 - r) Care should be taken to ensure only correct bid for the corresponding enquiry is placed in appropriate cover super scribing the same, failing which the bid will be liable for rejection.
 - s) No bidder shall be allowed to use any electronic gadgets viz., mobile phones, tablets etc during tender opening/ or at any other meeting with BHEL for the purpose of this tender, which if found would be liable for rejection of their bid.
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- 1) The amount offered shall provide for the complete cost towards labour, consumables, tools, plants & machinery, transport, supervision, profits & overheads, and all other incidentals, etc. complete. However, if the GST is applicable for this contract, the same will be reimbursed on production of valid documentary proof for having paid the GST by them.
 - 2) The works contract to be entered into with the successful tenderer will be governed by BHEL General Conditions of Contract in force.
 - 3) The tenderer shall carry out health performance test at his cost for all the workmen engaged in the work through a registered medical practitioner and produce certificate on demand.
 - 4) The contractor has to make his own arrangements to provide refreshment for the workmen deployed by him.
 - 5) If any of the workers employed by the contractor is found to indulge in acts subversive of discipline, the same will be brought to the knowledge of the contractor and he shall arrange for replacement of such personnel.
 - 6) Contractor/ Authorized representative must be present at site to supervise the activities on day-to-day basis and for giving necessary instructions regarding the work to be carried out.
 - 7) All the consumables, Tools & Plants used in the work shall be of approved quality and will be subject to periodical inspection by BHEL officials.
 - 8) The contractor has to carry-out the work in production shops without affecting the day to-day production activities.
 - 9) The contractor should record the entry of all machineries / materials at the security gate while bringing in for work.
 - 10) Statement of completed works with detailed certified measurements along with material consumption statement shall be submitted by the contractor in the last week of every month for processing their bill.
 - 11) Contractor's materials and tools & plant shall have to be brought inside the factory with proper invoice / voucher and make necessary entry in the Security gate. They should maintain proper record for materials, tools & plants, etc., brought inside the factory complex.
 - 12) Works shall be carried out as per relevant IS standards and rules adhering to necessary safety precautions.

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- 13) The contractor should extend fullest co-operation with the third party agencies engaged, if any by BHEL to adhere the Quality Control Procedures ensuring quality.
- 14) **The labour engaged under this contract cannot be deployed in any other works. Violation of this rule will be viewed seriously.**
- 15) No contract labour will be allowed to enter into BHEL premises without PPEs (i.e. Safety Shoes etc.)
- 16) **GST will be charged on the forfeited EMD/SD amount from the bidder at the applicable rates. GST tax Invoice will be issued to the vendor on receipt/recovery of GST amount from the vendor.**

17) Signing the Tender:

The Tender shall be signed by the Authorized Signatory Only. Authorized signatory shall be the person holding 'power of attorney' on behalf of the firm / company / bidder-concerned authorized / empowered to act on behalf for the specific purpose.

Authorized signatory should have Power of Autonomy issued by MD or Board of Directors or authorized person for this purpose for quoting Tender and all procedures connected with, till finalization and execution of the Contract.

In case the Bidder is a Partnership Firm under Partnership Act, the Tender shall be signed by all the Partners of the firm or by the Managing Partner who have Signature and Seal of the Contractor authorized to do so or by a person holding the Power of Attorney on behalf of the Partnership Firm.

A copy of the Partnership Deed and / or a copy of the Power of Attorney, Self-attested shall accompany the Proprietor or Partner of the Company.

BHEL will not be bound by any other Power of Attorney granted or the change in the composition of the firm made, subsequent to the execution of the Contract agreement. They may however recognize such Power of Attorney or change in status after obtaining legal advice and the cost involved in that connection shall be chargeable to the bidder concerned. If tenderer expires after the submission of his tender or after the acceptance of his tender the BHEL may, at their discretion, cancels such tender. If a partner of a firm expires after submission of tender or after the acceptance of the Tender, BHEL may cancel such Tender at their discretion unless the firm retain its character. The works executed in the own name of the tenderer only will be considered for eligibility criteria.

- 18) Expenses incurred by bidder towards preparation of bid incidental to tender irrespective of whether it is accepted or not, shall be borne by vendor only. Tenderers not meeting Prequalifying requirements will not be considered for further process. Price bid opening intimation will be given to technically qualified vendors only.
- 19) The offers of the tenderer / bidders who are on the banned list and also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site (www.bhel.com → Tender Notification → List of Banned Firms).
- 20) The Parties who have been suspended or black listed or issued with "Show Cause Notice" by BHEL Trichy14 or any other BHEL Unit will not be allowed to participate in the Tender and the bidder should declare the same in the Tender. Even during the course of evaluation / finalization of Tender if it is found that some of the parties are black listed / barred from business transactions / under business hold, BHEL will not consider them for further participation in the Tender.
- 21) Similarly, the offers of the bidders who are suspended (under hold/ delist) for business dealings by BHEL shall not be considered. Please note that lifting/ restoration of suspension (Ban/Hold/ De-list) of business dealing is not automatic after expiry of specified suspension period. Hence, vendor shall be considered as suspended for business till suspension is lifted by BHEL in writing on specific request of the vendor as per extant guidelines.

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- 22) The contractor should extend full co-operation to the other contractors who may be doing other works in the same areas to enable them to execute their portions of work without any delay or difficulty.
- 23) Contractor has to ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, experience etc. acceptable to concerned department.
- 24) Contractors are advised that contract labours must be employed without any discrimination on caste or creed or religion or gender basis.
- 25) The contractor shall submit police verification certificate in respect of the persons, engaged for first time by the contractor, for delivering services.
- 26) The contractor by submitting the tender undertakes that, they had never been found guilty by a court of law in India for any offence in involving fraud, dishonesty and moral turpitude. If at a later date, if it comes to the notice of BHEL about any such occurrences on the subject bidder, BHEL will have every right to reject the offer of such vendors at any point of time.
- 27) The Contractor shall ensure that his workmen movement is restricted to their relevant work areas only & shall vacate the premises after the shift is over.
- 28) If a tender provides relaxation for vendors, and if a vendor fails to submit supporting documents, they will be treated at par with other vendors or their bid would be liable for rejection, wherever as the case may be. If needed, documents in original shall be submitted for verification.
- 29) In order to avoid unforeseen delay, it is advised that, any correspondence by vendor to BHEL shall be emailed to all the addressees instead of one individual, as mentioned in tender. The correspondence through email wherever sought by BHEL shall be replied with all the addressees in 'cc' of the mail. Any instances arising out of such non-adherence and subsequent claim by vendor, will not be entertained by BHEL. Vendor shall furnish valid email id's in the tender and regularly verify the same.
- 30) The tenderer/Bidder or any of his authorized personnel or agents will be granted permission by the BHEL to enter upon its premises and lands for the purpose of site visit. However, the bidder shall undertake that he, his personnel, and agents will be responsible against all liability in respect thereof, including death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- 31) In general, Bidders shall themselves obtain all necessary information. A Bidder shall be deemed to have full knowledge of the Site, whether he inspects it or not and no extra claims due to any misunderstanding or otherwise shall be allowed. The cost of visiting the Site shall be at the Bidders' own expense.
- 32) The Bidder, at his own responsibility and risk & cost, is encouraged to visit, inspect and survey the Site and its surroundings and satisfy himself before submitting his bid as to the form and nature of the Site, the means of access to the Site, the accommodation he may require, etc.
- 33) BHEL, at its discretion, may extend the duration of contract, beyond initial contract duration, subject to satisfactory performance and mutual consent.
- 34) Benefits to Startups: Start-up companies will be provided benefits and relaxation as per the latest government norms. For availing start-up benefits, relevant certificates issued by Department for Promotion of Industry and Internal Trade shall be submitted along with the tender.
- 35) Preference to Make in India: For this procurement, the local content to categorize a supplier as a Class I local supplier/ Class II local Supplier/ Non Local supplier and purchase preference to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of

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subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.

- 36) The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.

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SCOPE OF WORK AND SPECIAL/ TECHNICAL TERMS & CONDITIONS

Annexure-III

Special Terms and Conditions

1.0 Scope of House Keeping and Sanitation work includes Sweeping, cleaning of hospital floors, offices including all toilets, bathrooms, washbasins, etc along with transporting of garbage. at BHEL Main hospital, RSK dispensary, Kattur dispensary & Security colony dispensary area. All works to be done as per the frequency and quantity as indicated in Annexure A, and as directed by the Admn. -in-charge.

1.1 House Keeping and Sanitation work shall be done as required. The major cleaning activities involving scrubbing and detailed cleaning of hospital working floor areas are to be carried out during non-operational Hours. Cleaning has to be carried out in such a manner that all premises look always clean.

2.0 The price quoted in the price-bid shall be inclusive of all taxes except GST. GST shall be paid extra as applicable. Contractor shall arrange his own finance for smooth execution of contract, wages payment, other statutory payments to his employees and all other agreed conditions. Payment against running bills, on achievement of milestones, will have no relation with the payment schedule of firm for wages etc. of their personnel.

2.1 Workers must be immunized properly before deployment in the work area and it shall be the responsibility of the contractor. Before deployment of workers in the hospital, they should produce medical fitness certificate from the registered medical practitioners.

3.0 On placing of work order, the contractor should provide the plan for deployment of manpower, area / building / location wise for BHEL Trichy approval and record & issue of entry pass. This is only for getting passes and not for payment purpose. Payment will be made on the basis of measurement of work. The deployed manpower and machineries should meet the cleaning requirement given in Annexure-A and vendor may be required to prove the same on demand from BHEL.

3.1 The contractor has to carry out all the works on all days including Sundays and BHEL holidays under normal circumstances. On Sundays and Holidays the following areas will not function

- a) General OP b) Male OP c) Female OP d) X-ray e) Lab f) General Pharmacy g) ERNE h) Physiotherapy i) Operation Theatre j) Stores k) Canteen l) Office m) Community Health Services.

and the manpower should be utilized for washing the assigned floor areas with soap oil.

4.0 Terms & conditions of Cleaning:

4.1 The major cleaning activities involving scrubbing and detailed cleaning of hospital working floor areas are to be carried out during non-operational Hours. Cleaning has to be carried out in such a manner that all premises look always clean. All necessary Mechanized cleaning equipments, machines and tool and tackles which are required to be used to carry out the cleaning work effectively are in the scope of the contractor.

4.2 It shall be the responsibility of the Contractor to arrange all the consumable & required machines, cleaning material etc. (as per Section 5.0) at his own cost and any other materials relating to the cleaning work of standard quality and maintain hygienic conditions.

4.3 Adequate / sufficient quantity of Chemicals, Detergents, Consumables like Deodorants, Tablets, Aerosols etc. shall be used for the specific work by the contractor so as to have good quality of cleanliness.

4.4 All the consumables like cleaning chemicals, tools and tackles etc. brought in side hospital must be verified and signed by Chief Matron or Admn in Charge and stocked on quarterly basis in store provided by BHEL. If contractor fails to get monthly consignment of cleaning chemicals verified and signed by Chief Matron or Admn in Charge, it will be assumed that those unverified chemicals/materials have not been brought inside for use under this contract.

Penalty in such cases shall be imposed accordingly.

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4.5 Required power plug points will be provided by BHEL for running the equipments

4.6 The Contractor shall be responsible for providing necessary staff in adequate number for satisfactory execution of work with the prescribed uniform. Contractor shall maintain the attendance register for all the shift staff.

4.7 The cleaning work is subject to supervision by BHEL and subject to such time and period specified for each work by the BHEL and any irregularity observed or any area left un-cleaned, will entail penal deduction from running bill as given below:

Sl. No.	Description of Irregularities	Penalty
1	If the garbage is not lifted as per defined mode & scheduled	@ Rs. 500/-on each failure occasion
2	Staff not in Uniform/without I Card	@ Rs. 100/- per worker /day
3	Staff not wearing PPE (Chapel, Gloves & Mask etc.	@ Rs. 100/-per worker /day
4	If it is found that no action is been taken within one hour after the complaint of Un-clean premises and improper house keeping	@ Rs. 500/-per complaint
5	Misbehaviors by the housekeeping staff to BHEL employee or patient/ patient relative/ visitors.	@ Rs. 500/-per incident
6	For non-performance of activities under scope of work	1.5 times the quoted rate/unit for the non-executed activities. This is to be calculated by the executing department
7	Recurring of irregularities given at Sr. No. 1, 2, 3, 4,5 & 6	Double the penalties amount mentioned in Sr. No. 1 to 6

4.8 It will be the responsibility of contractor to maintain the high standards of cleaning of the areas with specified machines and other materials and should ensure that cleanliness is maintained to the satisfaction of Authorised Executive of the Medical Department.

4.9 The contractor shall take a certificate from the officer in-charge regarding performance each month for having finished cleanliness of job satisfactorily and successfully.

4.10 In the event of unsatisfactory performances of non-compliance of any of the Terms and Conditions of the contract by the Contractor, BHEL shall have the right to terminate the contract with one-month advance notice.

4.11 The contractor will be responsible for enforcing all safety regulations as applicable to BHEL and is advised to take adequate insurance cover of its representative, workers, machines, & equipments, etc.

4.12 Personal Protective Equipment including disposable clothing, gloves, goggles, mask etc. shall be provided to the workers by the contractor at no extra cost and he will ensure that it is used/worn during the cleaning activity.

4.13 Personal protective equipments including shoes, disposable clothing, gloves, goggles, mask etc. shall be worn by the workers on duty and all immunization including Hepatitis-B, TT, shall be given to the workers deployed by the party and cost will be borne by the contractor. The certificate of a medical practitioner regarding medical fitness and vaccination of all workers and supervisors should be submitted in Admn in Charge of BHEL Trichy main hospital before actual deployment.

4.14 The contractor shall ensure to follow safety & Health measure for carrying out the above work as per occupational health and safety norms for the workers deployed by him. In case the gloves, mask and disposable clothing etc. is not provided by the contractor, BHEL will provide the same and deduct double the market price value of protective equipment from the running bill of contractor. The PPE items has to be supplied from the date of commencement of work and if not supplied so, recovery will be made as per the rate as indicated in Sec 4.7 from each running bills till

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the PPE items supplied.

4.15 The contractor has to provide a distinct uniform different from BHEL employees and other work contract workers already deployed in BHEL Trichy Hospital. The uniform shall be kept in neat, tidy and wearable condition. The worker has to carry photo ID while on duty.

4.16 The contractor shall ensure safety measure while carrying work at Heights, handling chemicals & cleaning agents as per the provisions Labour Laws.

4.17 BHEL, Trichy shall provide free water & electricity at the cleaning work site wherever possible.

4.18 The contractor shall be responsible for all acts and omissions of their staff and liabilities arising out of the acts and omissions of such staff shall be borne by the contractor, BHEL shall in no way be responsible for any such acts, omissions or any liabilities arising there from.

4.19 The Contractor shall arrange necessary Insurance cover with appropriate Third Party Liability cover for any loss/ill health/occupational hazards to the man power deployed by him. If any accident/ injury/loss occurs due to the operation of the cleaning work in the defined areas, contractor shall have to pay necessary compensation and other expense, so decided by the appropriate authorities/victims.

4.20 Only the authorised staff attached to the contracted work or representative nominated by the contractor shall be allowed entry inside the company's premises during the period of contract.

4.21 The persons employed by the contractor in respect of the work will be treated as the authorized representative(s) and shall also be held responsible along with the contractors, for any breach of the terms and conditions as provided in this contract.

4.22 The workers deployed by the contractor should not enter into direct agreement with patient's / family members for any services while the patient is admitted in hospital. If any of the worker is found to be engaged in any of such activities he will have to be terminated immediately.

4.23 If BHEL, Authorised Executive of the Medical Department feels that the persons deployed on job are not having required skill & knowledge to perform the job, the contractor will have to replace those persons by adequately trained worker.

4.24 Accident occurred during the course of Company's work should be reported by the Contractor to BHEL immediately and certainly not later than 24 hours. This should be followed by a detailed report from the contractor.

4.25 The Contractor will have to indemnify BHEL against -

(a) All claims for injury or damage to any person or property caused by his negligence or negligence of his employees whilst in BHEL premises.

(b) Observance of Labour & Industrial Laws, including regular remittance to EPF and ESI

(c) All Claims by way of compensation and all other types of unforeseen claims, which may arise in the period of contract.

(d) The Contractor will accept liability for compensation in accordance with the provision of the workmen Compensation Act, 1948, amendments thereafter and/or other law for the time being in force for personal injury caused to any workmen by accident arising out of and in the course of this contract.

(e) The contractor will indemnify the company against all payments by way of compensation or otherwise which the company may be called upon to make under the provisions of the said Acts to any workmen as aforesaid, and any cost incurred by the company in connection with any claim preferred by such workmen and/ or against all actions, claims and demand whatsoever in respect thereof or in respect of any loss, injury or damages whatsoever to any third person arising out of or occasioned by the negligent, imperfect or improper performance of this contract by the Contractor, their workmen servants or agents.

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(f) That BHEL shall not be held liable for any loss, damage or compensation to third parties arising from or in relation to transport operations done by the contractor. Such loss, damage or compensation if paid by BHEL shall be reimbursed by the Contractor to the company together with the costs incurred by the company on any legal proceedings pertaining there to.

4.26 This contract may be terminated at any time without paying any compensation whatsoever to the Contractor in case of misbehavior, disobedience, dishonesty, clandestine insolvency, any court order or any other related activities on their part or their failure to fulfil the terms and conditions of this agreement.

4.27 While quoting their rates, the Tenderers are advised to take into account all factors, including any fluctuations in the market rates etc. No claim will be entertained on any account after acceptance of the tender during the period of the contract. Rate escalation will not be allowed for any reasons whatsoever.

4.28 BHEL reserves the right to short close the contract at its discretion at any point of time with one-month notice period without assigning any reason thereof.

4.29 The total charges payable will be rounded off to the nearest full rupee value. Income Tax shall be deducted at source under Income Tax Act.

5.0 List of cleaning Materials & Equipment (vendor scope): -

- a) List of Cleaning Materials to be used on monthly basis: For all items of cleaning, required quantity of consumables should be supplied by vendor every month and to be used for each and every activity & time so that it should be clean and neat always. If the quantity of consumables consumed is less than the theoretical quantity, the cost of the consumables for the deficit quantity will be recovered at the rate indicated as under:

MONTHLY CONSUMPTION OF ITEMS for contract				
Sl. No.	Consumables:	unit	Proposed qty per month	Recovery rate per unit in Rs.
1	Vim Powder/Exo powder	Kg	150	60.8
2	Soap Oil	Liter	150	56
3	Phenol	Liter	150	72
4	Sanitary sent (perfume)	Litre	6	1568
5	Colour cubes	Each	750	6.8
6	Acid	Litre	11	54.4
7	Dettol	Litre	3	600
8	Naphthalene balls	kg	5	321.6
9	Bleaching Powder	kg	30	88
10	Odonil 75 gm packates	each	90	70
11	Soft Brooms	Each	15	136
12	Coconut Brooms	Each	15	44.8
13	Maller(Road sweeping with handle)	Each	5	246.4
14	LCR Brushes	Each	5	73.6
15	Muthu Brush	Each	10	81.6
16	Scrubbers	Each	10	14.4
17	MOP Thread	Each	15	131.2
18	MOP Stick	Each	5	92.8
19	Cobweb remover Stick	Each	3	160
20	BUCKET & MUG	SET	2	448
21	Bio-Medical Waste Bags	Each	330	10
22	Plastic garbage bags	Each	1410	6
23	Washing Soda	kg	5	112
24	Harpic	litr	60	172
25	Lyzol	litr	60	362
26	Note Book	Each	2	50

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b) List of tools:

No	Tools:	Qty
1	PVC Hose 25 mtrs	2 Nos
2	Block Removing Steel Rod	2 Nos
3	Soil Cutter	1 No
4	Knife	1 No
5	Moram	15 No
6	Buckle	1 No
7	Kodaparai Rod	1 No
8	Ladder 7 step	1 No
9	Machine for Sodium Hypochlorite spray	1 No

C) List of Mechanized Equipments (Indicative):

SI. No	Type of Machine	Quantity
1	Single Disc Scrubber machine	1
2	Heavy duty Wet and Dry Vacuum Cleaner	2
3	Heavy duty Auto Scrubber cum	1
4	Glass Cleaning Kit	2
5	Cob-web Kit	2

Note: -

All Chemicals, disinfectants, cleaning materials (for eg. Dettol, Phenyl, Glass Cleaners, Acid etc.) to be used will be borne by the contractor for the execution of the Housekeeping and Sanitation Work in adequate quantity so as to upkeep the hospital in excellent hygienic condition and excellent cleanliness. For execution of the above work, no materials will be issued from BHEL except water and electricity.

6.0 Contractor is required to maintain proper logbook for the consumption of materials, log sheet for daily work done (As per format shown in Annexure A & Annexure A-I to A-V) and submit to the department for its approval. The contractor shall maintain registers/work diary for entering the details of cleaning done in each bay / building and obtain the signature from the concerned officials daily for the works carried out.

7.0 Once in a month, bill should be prepared for the actual quantum of work done as per the daily log sheet (As per Annexure-A) and the same will be scrutinized, certified and forwarded to Finance for payment. Statement of deployment of manpower, completed works with detailed certified measurements along with material consumption statement shall be submitted by the contractor in the last week of every month for processing their bill.

8.0 The contractor shall ensure payment of minimum wages, Bonus to the workmen employed by him at the rates at which shall not less than the minimum wage applicable under law time to time.

9.0 The works contract will be governed by the BHEL Revised General Conditions of Contract in force. The contractor shall strictly adhere to various labour laws in force.

10.0 Covered area for the purpose of office / rest room for the contract workers will be provided by BHEL at free of

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cost depends upon the availability.

11.0 In addition to the daily cleaning works the Same manpower shall be used for the other Miscellaneous housekeeping works related to hospital, in and around hospital area as and when required and as directed by Admn. in- Charge for which no additional payment shall be made.

12.0 Contractor/Authorized representative must be present at site to supervise the activities on day-to-day basis and for giving necessary instructions regarding the work to be carried out (preferably one male and one female supervisor may be employed).

13.0 The decision of Admn. In-charge for this contract shall be final and binding on the contractor regarding clarification of items of works. In all matters of disputes, the decision of the Additional General Manager/HR & Medical, BHEL, Tiruchirappali-14 shall be final and binding on the Contractor.

14.0 Safety & Occupational Health:

The Contractor has to ensure full responsibility of the safety and health of the manpower which shall be deployed for the Housekeeping and Sanitation work to comply with the security/safety and health regulations of BHEL.

15.0 Legal Jurisdiction:

In respect of all matters arising out of or pertaining to the contract, the cause of action there of shall be deemed to have arisen only at Tiruchirappalli, where HPBP-BHEL is situated. All legal proceedings pertaining to the above matters or dispute shall be instituted only in courts having territorial jurisdiction over the place where BHEL-HPBP is situated and no other court shall have the jurisdiction.

Vendor may visit the site, before quoting for judiciously planning the daily manpower deployment and may use machineries for ease of work.

SITE VISIT:

- (a) Before quoting, the tenderers are advised to inspect the site of work and its environments and be well acquainted with the actual working and other prevailing conditions, position of materials and labour related procedures including payments, billing and practices etc. They should be well versed with BHEL General Conditions of Contract, Instructions to tenderers, drawings wherever applicable and specifications and all other documents which form part of the agreement to be entered into subsequent to award of work. The tenderers shall specially note that it is the tenderer's responsibility to provide any item which is not specially mentioned in the specification or drawing, but which is necessary to complete the work.
- (b) The tenderer/Bidder and any of his authorized personnel or agents will be granted permission by the BHEL to enter upon its premises and lands for the purpose of site visit. However, the bidder shall express condition that he, his personnel, and agents will be responsible against all liability in respect thereof, including death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- (c) The Bidder should inform the BHEL at least 2 days (time may be fixed in consultation with tender issuing authority) in advance about the proposed site visit. The Bidder, at his own responsibility and risk is encouraged to visit, inspect and survey the Site and its surroundings and satisfy himself before submitting his bid as to the form and nature of the Site, the means of access to the Site, the accommodation he may require, etc.
- (d) In general, Bidders shall themselves obtain all necessary information. A Bidder shall be deemed to have full knowledge of the Site, whether he inspects it or not and no extra claims due to any misunderstanding or otherwise shall be allowed. The cost of visiting the Site shall be at the Bidders' own expense.

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Annexure-IV

HOUSEKEEPING & SANITATION WORKS CONTRACT

TERMS & CONDITIONS:

1.0 INTRODUCTION:

1.1 BHEL Main Hospital is situated in BHEL Township, Kailasapuram, Trichy-14 which is 17 KMs away from Trichy Central Bus Stand.

1.2 There is one Satellite Dispensary (RSK Dispensary) at Thillai Nagar in Trichy 15kms from Main Hospital and there are two more Dispensaries one at Kattur, which is 5 KM from Main Hospital and the other at Security Colony which is 1.5 Kms from Main Hospital.

1.3 This contract is for the House Keeping and Sanitation activities to be performed in the above Hospital and Dispensaries.

1.4 The Contractor has to quote for all the activities of housekeeping as given in B.O.Q.

2.0 GENERAL:

2.1 The Contractor shall provide proper uniforms to their employees including supervisors. No person will be allowed to work without uniform. For Female Ward, Gynaec Ward, Labor Ward, P.O. W. etc., only female laborers should be engaged. One female supervisor shall be engaged to supervise the activities in these wards. Also the safety measures have to be taken care of by the contractor.

2.2 The laborers should not wander here and there. They should stick to their allotted areas of work.

2.3 Security check will be there for the laborers when they come to work and when they leave the hospital.

2.4 The quoted rate should except applicable GST, the quoted rates remain firm and will not be increased at any cost.

2.5 The contractor has to pay the minimum wage to their workers as prescribed and revised by the Govt. of Tamil Nadu from time to time as per General engineering and related employment. The contractor shall take all necessary steps to comply with the relevant statutes in force, governing the contract workers. There will not be any liability for BHEL in respect of personnel employed by the contractor. The contractor shall indemnify BHEL against all claims and losses arising as a liability under ESI Act, EPF & Misc. Provisions act, Workmen Compensation Act, ID Act, Minimum Wages Act etc, or any civil / Criminal law in force so far they relate to the contract workers engaged under this contract in BHEL.

2.6 The Agency has to submit the list showing the details of the Laborer / Employees and supervisors engaged, with Passport Size Photograph and permanent address with proof of address.

2.7 In case of additional requirement of housekeeping, the agency should be in a position to carry out the job without any delay.

2.8 In case if it is found by BHEL that any property or materials of BHEL is lost or stolen or damaged due to the negligence of the Agency, the Agency will be held fully responsible and should reimburse the cost of loss / damage so incurred. The decision of BHEL as to the cost of loss and negligence is final.

2.9 Contractor shall not assign or transfer the rights under this contract to any other person.

2.10 The contractor shall be required to execute an agreement towards this on non-judicial stamp paper of value Rs.100/- in the form prescribed by BHEL. The expenses of completing and stamping the agreement shall be borne and paid by the contractor.

2.11 These contract conditions shall be deemed to form an integral part of the contract agreement that is to be entered into.

2.12 In addition to above, General conditions of contract of BHEL in force is also applicable.

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2.13 In the event of unsatisfactory or non-compliance of any of the terms and conditions of the contract by the contractor, the management of BHEL shall have the right to terminate the contract one-month notice.

2.14 In case executive in-charge requires less number of services on a particular day/Sunday/Holiday, the same will be informed to the contractor in advance and the contractor will provide the required services as per the requirement for that particular day. The monthly payment to the contractor will be paid on pro-rata basis depending on the total number of services availed per month.

2.15 The contractor has to maintain sufficient Man power to ensure the continuity of the job every day taking into consideration the weekly off/ absentees of Labourers including Supervisors.

2.16 Salary to the workers and supervisors shall be as per Minimum Wages Act 1948 and notification from Commissioner of Labour Chennai for "General Engineering and related employment" as applicable from time to time.

1.0 SCOPE OF WORK-I

The scope of work in BHEL Main Hospital and the three Dispensaries are given below. Frequency of activities are given in Annexure A

1.1 Cleaning and sweeping of all Wards, Pharmacy, OP areas, Doctors' rooms, Office rooms, Conference hall, all Verandas etc. with brooms and then by swabbing with wet cloth using soap oil or equivalent.

1.2 Cleaning the toilets, urinals, washbasins, bathrooms, etc.

1.3 Removal of cobweb in the entire hospital area.

1.4 Washing the areas with water & soap oil periodically.

1.5 Cleaning of electrical fittings such as fans, lights, switch boards, partitions, cupboards, chairs, sofas, file-racks etc. once in 15 days.

1.6 Cleaning of doors, windows, ventilators, etc. once in 15 days.

1.7 Cleaning of all open terrace areas, walls, ceilings etc. once in a month.

1.8 Removal of unwanted jungle, vegetation, dried leaves etc. and disposal of the same to one designated place outside the Hospital. Collection of these garbage is through the vehicle as per the Scope indicated in Sl. No. 25 in BOQ.

1.9 Collection of Bio medical wastages daily from all wards, operation theatres etc., segregation and keeping it in color bar coded bags at a designated place. A contractor already engaged by BHEL for this purpose will collect the bags.

1.10 Cleaning & preparation of the discharge rooms, immediately after the discharge of a patient.

1.11 Fumigation of rooms including cleaning all the furniture, keeping it in sunlight and rearranging the same, whenever occasion arises.

1.12 Washing of dirty, soiled linen specifically from OT, ICU, Gynaec ward, Post-Operative Ward etc. identified by the executive in-charge and handing over the same to Dhobi.

1.13 The work should be attended to round the clock. The shift timings are given below:

1 Shift: 06.00 Hr. to 14.00 Hr.

11 Shift : 14.00 Hr. to 22.00 Hr.

111 Shift: 22.00 Hr. to 06.00 Hr.

split shift: (7.00 Hr. to 12.00 Hr. & 13.00 Hr. to 16.00 Hr.)

General: 8.00 Hr. to 16.30 Hr.

1.14 In wards, whenever the patients vomit, urination, defeating, bleeds, etc., on emergency basis the cleaning is to be done immediately.

1.15 Removal of blocks in drainage chambers and up to manholes, manholes to manholes inside hospital area,

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carcass if any in the premises should be removed and buried.

1.17 Collection of medicines from main store and distribution to all the five pharmacies as below:

1. Ward Pharmacy in Main hospital, 2. General pharmacy in Main hospital 3. RSK Dispensary 4. Kattur Dispensary 5. Security colony Dispensary.

Arranging the medicines in racks, as per the directions of Pharmacy in-charges.

1.18 The Female surgical ward which is at present closed. This ward is to be cleaned once in 7 days.

1.19 The Mortuary is situated 100 metres away from the casualty. The area is 19 sqm and is to be cleaned once in a week. Apart from this, after removal of dead bodies, mortuary is to be washed completely.

1.20 Two operation theatres (A&B) are available in main hospital. Proper cleaning and swabbing is to be done regularly. Washing is to be done weekly once, as per instructions of theatre in-charge. During emergency operations, concerned ward sanitary workers are to be deputed for washing the clothes and operation theatres.

1.21 Watering of the lawns and all plants are to be done periodically. All the lawns are to be cleaned and maintained properly. Mowing of the lawns and cutting/trimming the plants have to be done periodically.

1.22 One person is to be deputed exclusively for cleaning the Dining & Dietary areas including cleaning of toilets, washing of plates before and after breakfast / lunch / dinner, etc. Every day, the dining hall is to be washed after lunch. Dietary cleaning is to be done every day.

1.23 Whenever functions / meetings are arranged on Sundays and other days, the conference hall is to be cleaned and maintained properly.

1.24 There are four rest rooms (Hospital Annexe rooms) nearer to the hospital, whenever required these rooms and surrounding area to be cleaned.

1.25 In Laboratory for cleaning the floor area, toilet, test tubes, burettes, glass plates, slides etc. one person is to be deputed exclusively every day except on Sundays.

1.26 On Sundays and Holidays the following areas will not function. Hence the manpower should be utilized for washing the floors with soap oil in these areas.

- a) General OP
- b) Male OP
- c) Female OP
- d) X-ray
- e) Lab
- f) General Pharmacy
- g) ERNE
- h) Physiotherapy
- i) Operation Theatre
- j) Stores
- k) Canteen
- l) Office
- m) Community Health Services

1.27 Monday & Thursday security colony, Tuesday & Friday Kattur Peripheral dispensaries are to be cleaned.

1.28 The footwear of doctors, staff of Post-Operative Ward, ICU & OT are to be washed daily in night shift.

1.29 Shifting of machineries, furniture etc. from one place to other whenever needed is to be arranged.

1.30 Disinfection of full hospital with Sodium hypochlorite solution after discharge of Corona Patients and /or as per the instruction of Chief matron.

PATIENT CARE BY THE CONTRACTOR:

1.31 The Bed Pans, Urinals, Spittoons, Buckets, Kidney Trays, Dust Bins, etc. used by the patients are to be washed then and there with antiseptic solutions.

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- 1.32 The patients who are unable to walk should be given bed pan and urinal whenever needed and cleaned after their use.
- 1.33 The patients who are unknowingly urinating / defecating in bed should be cleaned & washed including washing of clothes etc.
- 1.34 After motion the anal region of patients is to be cleaned.
- 1.35 Whenever the patients are to be shifted from ward to ward and to other areas viz. X-ray. Physiotherapy, Lab. Dental, Eye, ENT, Operation Theatre etc. they should be shifted by wheel chair or Trolley,
- 1.36 Enema can, Bowl, Catheters, gloves, Rubber-sheets, etc. are to be cleaned with antiseptic solution.
- 1.37 The collected blood, urine, motion that are to be tested are to be collected and given to Lab.
- 1.38 Cleaning of utensils with soap solution should be done weekly once thoroughly and kept dried in sunlight.
- 1.39 If any patient expires in the ward, then immediately that area has to be washed.

FLOOR AREA:

1.39 Area of Wards:

Sl. No.	Description	Area in SQM
1	Male ward	409
2	Female ward	381
3	Special ward	310
4	Male Surgical ward	245
5	Isolation ward	220
6	Gynaec & Pediatric ward	296
7	Labour ward	285
8	Operation Theatre - A & Minor OT	428
9	Operation Theatre - B	176
10	Post-Operative ward and Intensive care unit	246
11	Special Care Nursery	125
12	Casualty	487
13	New Labour ward	300
14	Female Surgical ward	250
	Total	4158

1.40 Other than wards:

No.	Description	Area in SQM
1	Community Health Services	247
2	Dietary & Dining Hall	269
3	Ramp Area	133
4	Minor OT out side	150

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5	Main Veranda	310
6	X-ray section	137
7	CMO Office area	358
8	Male OP	766
9	Specialist area up to Lab	613
10	LAB Area	200
11	Female OP	627
12	Stores and Purchase	410
13	Conference hall	245
14	Hospital Annexe building (4 Rooms)	104
	TOTAL	4569

1.41 Open area sweeping (Daily) Car sheds, All cycle and Scooter stands area, front entrance open area etc.

- 9000 SQM

1.42 RSK Dispensary area

- 818 SQM

1.43 Closed wards area

- 250 SQM

1.44 Mortuary area

- 19 SQM

TOILETS

1.45 Main hospital total toilets area - 415 SQM (This is only floor area and walls 1.5 metre height tiles area is also to be cleaned)

- a) water closet - 81
- b) Wash basin - 51
- c) Wash trough(Sink) - 78
- d) Urinal - 10
- e) Bath room - 72

1.46 RSK Dispensary Toilet Area - 35 SQM (This is only floor area and walls 1.5 metre height tiles area is also to be cleaned).

- a) water closet - 9
- b) Wash basin - 1
- c) Wash trough (Sink)- 1

1.47 The removal of grass and rubbish have to be done periodically The removed grass to be collected and kept at one place for disposal or burning. Removing or clearing of any debris inside the hospital compound.

2.0 The conveyance for clearing of garbage and other items which are kept at the rear side of hospital are to be removed daily and as per the instructions during emergency.

2.1 Payment will be made per load basis (Open Lorry capacity 300 cubic feet). The garbage will be kept in one place and collection has to be done from that area and disposed at the designated place. The grass & leaves are to be collected from various areas.

3.0 CONTRACTOR SCOPE MATERIALS:

List of consumables, machinery and tools are as per Special terms and conditions, Clause.5.0.

4.0 Housekeeping Monitoring and Control Mechanism:

4.1 The contractor has to provide Supervisory support to get maximum output from the house keeping force provided to the hospital as per Annexure- A, summary and details of work given in Annexure A-I, A-II, A-III, A-IV & A-V.

4.2 Contractor/Authorized representative must be present at site to supervise the activities on day-to-day basis and for giving necessary instructions regarding the work to be carried out (preferably one male and one female supervisor may be employed).

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4.3 The responsibility of the supervisor is to monitor the execution of housekeeping, mopping & sanitation works and make entries in Registers as per formats given in Annexure A-I, A-II, A-III, A-IV & A-V given by Hospital administration staff. They have to obtain certification of completion from the concerned officials as nominated by Hospital administration.

4.4 The contractor shall ensure adequate (Unskilled Workers) and supervisors on all days including Sundays / holidays. Day-wise attendance is to be recorded and signed by the individual worker. The recorded sheet shall be submitted to hospital administration. However, contractor will be paid only on the basis of measurement of work. Any deficiency, appropriate penalty/action will be taken.

4.5 The contractor has to declare list of workers to be employed on monthly basis, deployment location wise and shift wise in advance in order to get official passes through HR-IR. This is only for getting passes and not for payment purpose. Payment will be made on the basis of measurement of work.

4.6 The following monitoring mechanism will be adopted by the contractor: -

- a. Toilets Checklist: This is to be attached on the back of the toilet door. It is to be filled up by the Contractor supervisor on duty daily.
- b. Management/Housekeeping Services Requirements/ Complaints Register: This is to be filled up by the supervisor of the Contractor/the hospital administration officials, who receive/ observe the complaints/ requirements for any of the Services. All suggestions, complaints related to services or staff deployed by the contractor will be registered at control office of the Hospital administration. The contractor will take immediate action to resolve the same failing which the Penalty Clause will be invoked.
- c. Housekeeping Services Complaint closure: - The registered complaints shall be completed on the basis of information received by the Housekeeping Supervisor and BHEL officials shall inspect the site/nature of complaint and close the registered complaints and if the complaints are not completed within specified time given by Hospital administration necessary action is to be taken against the contractor.
- d. Work Completion Registers (as per the formats enclosed in Annexure A (Annexure A-I, A-11, A-111, A-IV & A-V) are to be kept by the contractor at various locations. The day-to-day work measurement is to be recorded in those registers and obtain certification for completion of work from the respective official nominated by Hospital administration. The daily location wise areas attended are recorded in Summary Book as per Annexure A date-wise and is kept with Chief Matron.

5.0 TERMS & CONDITIONS:

- a) The rate quoted should be inclusive of all taxes etc. (except applicable GST) for the work indicated under all scope of work mentioned above.
- b) The rates quoted should be firm and no increase is allowed throughout the contract period.
- c) The rates shall be quoted taking into consideration for any increase in wages during the contract period by the Govt. of Tamilnadu
- d) The contractor should revise the wages whenever there is a revision of wages throughout the whole period of contract for the workmen and Supervisors engaged by him.
- e) In case if the lowest offer of rate for this contract does not meet BHEL scope of work given in the tender BHEL reserves the right not to consider the same.
- f) BHEL reserves the right to negotiate or refloat the tender if the L1 rate of contract is not the lowest acceptable value to BHEL inter-alia other reasons.
- g) At any point of time during the course of contract, if the workers of the contract absent themselves from work or go on strike BHEL will be at full liberty to engage work force from outside agencies and the amount paid to them will be deducted from the contractor's bills.

6.0 CONTRACT PERIOD:

The period of contract will be for 15 months and if found satisfactory it may be extended which will be mutually agreed. However, the contract may be terminated due to violation or non-performance of contract conditions by giving one-month notice only by BHEL.

7.0 INSURANCE:

BHEL will not be liable for any Injury / Loss of life of persons engaged by the contractor. A suitable Insurance coverage for them may be arranged by the Contractor at his own cost.

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8.0 EMD: The EMD for the said work should be furnished in the manner specified in Favour of BHEL, Trichy-14. Offers without EMD) will be rejected.

9.0 EMPLOYEES:

- a) The contractor shall engage sufficient workers and supervisors for the above said works mentioned in the scope.
- b) Expenses on account of salary, food for the contract employees, 2 sets of uniform, personal protective equipment and other benefits including statutory payments like PF, ESI, Holiday wages, Gratuity, Bonus etc. to the employees engaged by the contractor shall be borne by the contractor.
- c) The contractor shall have full control of his employees in respect of discipline, attendance and obedience etc.
- d) The contractor shall be solely responsible for any claim arising out of employment or termination of employment of his employees and for statutory payments.
- e) The contractor shall employ such personnel who are medically fit. BHEL has the right to direct the contractor to remove from the premises such of his personnel who may be physically, hygienically, clinically or medically unfit.
- f) The contractor shall comply with the provision of the Factories Act 1948, Contract Labour (Regulation & Abolition) Act 1970, ESI Act 1948, Workmen Compensation Act 1923, Employees Provident Fund and Miscellaneous Act 1952, Minimum Wages Act 1948, Payment of wages Act 1936, Payment of Bonus Act 1965, Payment of Gratuity act 1972, GST if applicable, Tamil Nadu Industrial Establishment (National & Festival holidays) Act 1958 and the rules framed under or any other laws and rules as may be applicable from time to time to the workers engaged by him. The contractor shall produce the Attendance Register, Wage Register, PF statement and ESI statement etc. every month for claiming his monthly bills. The contractor when required by the company shall produce the registers and records for verification and shall comply with other directions issued by the company for compliance of statutory provisions.

This clause shall survive termination or expiry of contract and the contractor agrees to maintain these details and records as per the provisions of various statutory provisions and rules.

- g) Noncompliance of the statutory acts for the payment of salary to the employees will be viewed seriously and the contract shall be terminated.
- h) After completion of the contract period, the contractor is responsible for the PF amount settlement to the workmen and the supervisor within one month from the date of completion. After settlement of PF and all other dues from the contractor to the workmen only the security deposit of the contractor will be released by BHEL.
- i) The contractor has to ensure payment to the employs and supervisors engaged by him before 7th day of every calendar month. Payments should be made through electronic mode directly to the Bank account of the employees. Monthly bank Statement for the proof of Payment has to be enclosed with the contractor Bills for each month.
Contractor should ensure that atleast the prevailing minimum wages, as per the rules of Government of Tamilnadu, which are applicable to General Engineering and Fabrication Industry, inclusive of bonus after remitting PF & ESI contributions, are paid to his employees ONLY in their respective bank accounts by means of NEFT/ RTGS/ IMPS. While submitting the bills, the contractor should submit a proof of payment made to employees through bank, along with PF and ESI contribution challans to Welfare Section every month for effecting payment by BHEL. Otherwise payment to the bills will not be processed. In addition, the contractor has to submit wage register as a proof for payment of Minimum wages as per prevailing acts, for getting payment from BHEL. .
- j) Pay slips with details are to be provided to the all employees.
- k) In case of delay in Payment to the employees beyond 7th of every month, BHEL will put a penalty to the contractor 0.5% of the monthly bill value of the contract per week of delay.
- l) In case an employee continues to work beyond 8 hrs in a day, the Overtime should be recorded in the Overtime register and payment shall be made as per statutory conditions.

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10.0 Payment to the contractor by BHEL:

a) The bills for Payment shall be prepared by the contractor on the basis of contract and submitted in the name "Medical Supt.", BHEL Main Hospital, Trichy in the first week of every month along with copies of PF, ESI & GST receipts. The bills will be verified and sent to Finance department. Payment of the same will be after 45 days from the date of submission of Bills proper in all respects. All payments shall be released through electronic - pay mode only.

b) No interest shall be payable by BHEL on Earnest Money, Security Deposit or on any money due to the firm by BHEL.

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Annexure A

DETAILS OF HOUSEKEEPING & SANITATION ACTIVITIES

Sl. No.	Description	Cleaning and Sanitation as specified	Work Completed area per day/week
1	Male ward	Annexure A-I	Annexure A-I
2	Female ward		
3	Special ward		
4	Male Surgical ward		
5	Female Surgical ward		
6	Isolation ward		
7	Gynaec & Pediatric ward		
8	Labour ward		
9	New Labour ward		
10	Closed ward area		
11	Male OP	Annexure A-II	Annexure A-II
12	Female OP		
13	Specialist area up to Lab		
14	Operation Theatre – A & Minor OT		
15	Operation Theatre – B		
16	Minor OT out side		
17	Post Operative ward and Intensive care unit		
18	Special Care Nursery		
19	Casualty		
20	Community Health Services	Annexure A-III	Annexure A-III
21	Ramp Area		
22	Main Verandah		
23	X-ray section		
24	Mortuary Area		
25	LAB		
26	Peripheral Dispensary including RSK dispensary	Annexure A-IV	Annexure A-IV
27	Stores and Purchase		
28	CMO Office area		
29	Conference hall		
30	Hospital Annexe building (4 Rooms)	Annexure A-V	Annexure A-V
31	Hospital open area		
32	Diaetry		

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Contractors seal and Signature

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Contractors seal and Signature

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Annexure A-III																												
Area wise distribution of work																							Date					
Description	Shifts	DAILY												WEEKLY									AS PER REQ*					
		Sweeping Area			Swabbing Area			Bathroom			Cleaning LAB items			Window & ventilators			Cob-web removal			Floor washing			Cleaning glass partition			Dead body transportation		
		Area in Sq Mtr.	Frequency	Total	Area in Sq Mtr.	Frequency	Total	Number	Frequency	Total	Activity per day	Frequency	Total	Number	Frequency	Total	Area in Sq Mtr.	Frequency	Total	Area in Sq Mtr.	Frequency	Total	Area in Sq Mtr.	Frequency	Total	Activity per day	Frequency	Total
Community Health Services	1st & 2nd shifts	247	1	247	247	1	247	1	2	2				24	1	24	247	1	247			0	25	1	25			
Ramp Area		133	1	133	133	1	133	1	2	2				0	1	0	133	1	133			0			0			
Main Verandah		310	1	310	310	1	310	1	2	2				24	1	24	310	1	310			0			0			
X-ray section		137	1	137	137	1	137	1	2	2				24	1	24	137	1	137			0	10	1	10			
Mortuary Area	General shift	19	1	19	19	1	19			0			15	1	15	19	1	19	19	1	19			0	1	1	1	
LAB		200	1	200	200	1	200				1	1	1	30	1	30	200	1	200			0	15	1	15			
Total				1046			1046			8			1			117			1046			19			50			1
Work Completed areas per day																												
Community Health Services	1st & 2nd shifts																											
Ramp Area																												
Main Verandah																												
X-ray section																												
Mortuary Area	General shift																											
LAB																												
Total																												
* As and when Required																												
Contractor's Signature																												
BHEL Official Signature																												
Remarks																												

Name of work: Works contract for House keeping and sanitation works at BHEL Main Hospital and peripheral dispensaries (Kattur, Thillai Nagar & Security colony) for a period of 15 months during 2022-23.

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Annexure A-IV																																						
Area wise distribution of work																												Date										
Description	Shifts	DAILY																		WEEKLY						AS PER REQ*												
		Sweeping Area			Swabbing Area			Water closet			Wash basin			Urinal			Wash trough			Bath room			Window & ventilators			Cob-web removal			Cleaning glass partition			Shifting of medicine		Dead dog, mon key etc.				
		Area in Sq Mtr.	Frequency	Total	Area in Sq Mtr.	Frequency	Total	Number	Frequency	Total	Number	Frequency	Total	Number	Frequency	Total	Number	Frequency	Total	Number	Frequency	Total	Area in Sq Mtr.	Frequency	Total	Area in Sq Mtr.	Frequency	Total	Activity per day	Frequency	Total	Activity per day	Frequency	Total				
Peripheral Disp area	1st & 2nd shifts	818	1	818	818	1	818	9	2	18	1	2	2			0	1	2	2	3	1	3	24	1	24	818	1	818	25	1	25							
Stores and Purchase	General shift	410	1	410	410	1	410			0			0	1	1	1			0	1	2	2	29	1	29	410	1	410	10	1	10	1	1	1	1	1	1	
CMO Office area		358	1	358	358	1	358			0	1	1	1	1	1	1			0	2	2	4	30	1	30	358	1	358	10	1	10							
Conference hall		245	1	245	245	1	245			0			0			0			0	1	2	2	30	1	30	245	1	245			0							
Hospital Annexe buildings		104	1	104	104	1	104			0			0			0			0			0	24	1	24	104	1	104			0							
Total				1935			1935			18			3			2			2			11			137			1935			45			1			1	
Work Completed areas per day																																						
Peripheral Disp area	1st & 2nd shifts																																					
Stores and Purchase	General shift																																					
CMO Office area																																						
Conference hall																																						
Hospital Annexe buildings																																						
Total																																						
* As and when Required																																						
Contractor's Signature																																						
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Remarks																																						

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Annexure A-V																									
Area wise distribution of work																				Date					
Description	Shifts	DAILY															WEEKLY								
		Open Area (Car shed, Garden etc.)			Dietry & Dinning Area			Wash trough			Tea Point			Transportation of garbage			Window & ventilators			Cob-web removal			Drain cleaing		
		Area in Sqr Mtr.	Frequency	Total	Area in Sqr Mtr.	Frequency	Total	Number	Frequency	Total	Number	Frequency	Total	Activity per day	Frequency	Total	Number	Frequency	Total	Area in Sqr Mtr.	Frequency	Total	Area in Sqr Mtr.	Frequency	Total
Hospital open area	General shift	9000	1	9000						0				1	1	1	0	1	0			0	300	1	300
Diaetry					269	3	807	1	1	1	5	2	10				24	1	24	320	1	320			
Total				9000			807			1			10			1			24		320			300	
Work Completed areas per day																									
Hospital open area	General shift																								
Diaetry																									
Total																									
Contractor's Signature																									
BHEL Official Signature																									
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GENERAL TERMS & CONDITIONS OF CONTRACT

1. Definition:

In these General Conditions of Contract, the following terms shall have, I meaning hereby assigned to them, except where the context otherwise requires:

- a) The "Contract" means, the documents forming the tender and acceptance thereof, together with all the documents referred to therein including general and special conditions to contract. All these documents as applicable taken together shall be deemed to form one contract and shall be complementary to one another.
- b) The "Work" means, the work described in the tender documents in individual work orders as may be issued from time to time to the contractor by the Officer-In charge within the power conferred upon him including all notified or additional items of works and obligations to be carried out as required for the performance of contract.
- c) The "contractor" means, the individual Firm or Company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the persons composing the firm or Company or the successors of the firm or company and the permitted assigns of such individual or firm or Company.
- d) "The Officer-In charge" means, the Officer deputed by the respective area HOD to supervise the work or part of the work.
- e) "Approved" and "Directed" means, the approval or direction of the respective area HOD or person deputed by him for the particular purposes.
- f) "BHARAT HEAVY ELECTRICALS LIMITED" (hereinafter referred to as BHEL) shall mean the Board of Directors, Chairman, Executive Director, General Manager or, other Administrative Officer of the said Company including DGM / WCM authorised to invite tenders and enter into contract for works on behalf of the Company.
- g) The "Contract sum" means, the sum accepted or the sum calculated in accordance with the prices accepted in tender and / or the contract rates as payable to the contractor for the execution of the work during the currency of the contract.
- h) A "week" means, Seven Days, without regard to the number of hours worked or not worked in any day in that week.
- i) A "day" means, the day of 24 hours (TWENTY-FOUR) irrespective of the number of hours worked or not worked in that day.

2. Heading to the Contract Conditions:

The heading to these conditions shall not affect the interpretations thereof.

3. **DEVIATIONS:** The contractor shall not carry out any work not covered by schedule except in pursuance of the written instructions of the respective area HOD/WCM. No such work shall be valid unless the same has been specifically confirmed and accepted by BHEL in writing and incorporated in the Contract.

4. Work to Be Carried Out:

The Contract shall include all labour which may be required for the execution of the work.

The Contractor will be deemed to have satisfied himself as to the nature of the site, local facilities of access and all matters affecting the execution of the work. No. extra charges consequent on any misunderstanding in these respects or otherwise will be allowed.

5. Assignment of Transfer of Contract:

The Contractor shall not, assign or transfer the contract or any part thereof, or any share, or interest thereon to any other persons.

6. Sub-Contract:

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The Contractor shall not sublet any portion of the contract.

7. Compliance to Regulations and Bye-Laws:

The Contractor shall confirm to the provisions of any statute relating to the work and regulations and Bye- laws of any local authority. The Contractor shall be bound to give all notices required by statutory regulations or bylaws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

8. Earnest Money Deposit (EMD) & Security Deposit (SD):

Earnest Money Deposit (EMD):

Tender must be accompanied by Earnest Money for the amount mentioned in tender notice, pledged to BHEL, Trichy in any of the forms mentioned below.

Modes of Deposit:

The EMD shall be accepted only in the following forms:

- (i) Cash deposit under the extent Income Tax Act (before Tender opening) or
- (ii) Electronic Fund Transfer credited in BHEL account (before Tender opening) or
- (iii) Bankers Cheque/Pay order/Demand Draft (DD) in favour of BHEL Trichy (along with offer) or
- (iv) Fixed Deposit Receipt (FDR) issued by schedule banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL and affix one rupee (Rs.1/-) revenue stamp & sign on back side of FDR).

In addition to above, the EMD in excess of Rs Two lakh may also be accepted in the form of Bank Guarantee(BG) from scheduled bank. The Bank Guarantee in such cases shall be valid for at least six months. This means, for e.g., If EMD stipulated for a tender is ₹2.50 lakhs, ₹2 lakhs shall be deposited in any of the above (4) modes and the balance ₹0.50 lakhs shall be given as bank guarantee". However, if a tender has an EMD amount equal to or less than ₹2 lakhs, then BG cannot be accepted for EMD. Vendor should exercise caution while taking modes of EMD for appropriate amount, as per tender, failing which their offer is liable to be rejected.

Forfeiture of EMD:

EMD by the tenderer will be forfeited as per tender documents if

- i) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender or increase his earlier quoted rates. ii) The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract. iii) If only, a part of the work included in the tender has been awarded to the tenderer and the tenderer refuses to take up the work, the amount of Earnest Money to be forfeited will be based on the value of the contract so awarded.

General Terms related to EMD:

Earnest Money Deposit (EMD) will not carry any interest.

Earnest Money Deposit (EMD) of the successful tenderer will be retained as part of Security deposit. The Earnest Money Deposit (EMD) will be refunded to the unsuccessful tenderers normally within 15 days of acceptance of the award of work by successful tenderer / expiry of offer validity period

Security Deposit (SD):

The contractor whose tender has been accepted shall, furnish security deposit within seven days of receipt of the notification of acceptance of his tender, as indicated. Security deposit shall be @ 5 % of Contract value.

EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security deposit

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(SD):

Modes of Deposit:

The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:

- i) Cash (as permissible under the extant Income Tax Act)
- ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
- iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL and affix one rupee (Rs.1/-) revenue stamp & sign on back side of FDR).

3 Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)

General Terms related to SD:

The security Deposit will not carry any interest.

Security Deposit shall be released to the contractor upon fulfilment of Contractual obligations as per terms of contract.

BHEL, shall not be responsible for any loss of securities due to liquidation or any other reason whatsoever or any depreciation in the value of the Securities while in their charge or for any loss of interest thereon.

NOTE: Acceptance of Security Deposit against Sl. No. (iii), (iv) and (v) above will be subject to hypothecation or endorsement on the documents (Signature of the Branch Manager must be present) in favor 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.

Collection of Security:

At least 50% of the required Security Deposit, including the EMD, will be collected from the Contractor before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected. If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.

All compensation or other sums of money payable by the contractor to BHEL under the terms of this contract or under any other contract with BHEL, may be deducted from the Security Deposit or realized by the sale of the securities or from the interest arising there from or from any sums which may be due or may become due to the contractor payable by BHEL, on any account whatsoever against this contract or any other contract with BHEL and in the event of his Security Deposit being reduced by reason of such deductions or sale as aforesaid, the Contractor shall within seven days thereafter make good in cash or in securities endorsed as aforesaid, any sum or sums by which the security Deposit has been so reduced.

In case of an Award of a Contract and if the Contractor fails to perform or does not comply with the Performance Evaluation Criteria, the Security Deposit will not be refunded / Bank Guarantee encashed.

The Bank Guarantee shall be kept valid until the due date for refund of Security Deposit.

Security Deposit has to be deposited within 7 days of LOI/WO as indicated. Else EMD will be forfeited and may also attract the provision of "Suspension of Business dealings with

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Suppliers/Contractors".

Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (SBI rate+6%) for the delayed period, shall be submitted by the bidder. Further if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT/contract from the bills along with due interest.

9. GOODS & SERVICE TAX (GST) REGISTRATION & COMPLIANCE:

1. Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration No (GSTIN) which should be clearly mentioned in the offer. If the dealer is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer. Dealers under composition scheme should declare that he is a composition dealer supported by the screen shot taken from GST portal. The dealer has to submit necessary documents if there is any change in status under GST.
2. Supplier shall mention their GSTIN in all their invoices (incl. credit Notes, Debit Notes) and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No. which is linked/uploaded in GSTN network shall be clearly indicated), Billed to party (with GSTIN) & Shipped to party details, item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, Place of Supply etc.
3. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
4. Invoices will be processed only upon completion of statutory requirement and further subject to following:
 - a. Vendor declaring such invoice in Form GST ANX-1
 - b. Receipt of Goods or Services and Tax invoice by BHEL
5. As the continuous uploading of tax invoices in GSTN portal (in GST ANX-1) is available for all (i.e. both Small & Large) tax payers under proposed new GST Return System, all invoices raised on BHEL may be uploaded immediately in GST portal on despatch of material /rendering of services. The supplier shall ensure availability of Invoice in GST portal before submission of invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's GST ANX-2).
6. In case of discrepancy in the data uploaded by the supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month informed by BHEL.
7. In cases where invoice details have been uploaded by the vendor but failed to remit the GST amount to GST Department (Form PMT-08 or Form GST RET-01 to be submitted) within stipulated time, then GST paid on the invoices pertaining to the month for which GST return not filed by the vendor will be recovered from the vendor along with the applicable interest (currently 24% p.a) and all subsequent bills of the vendor will not be processed till filing of the GST return by the vendor
8. In case GST credit is denied to BHEL due to non-receipt or delayed receipt of goods and/ or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other

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reasons not attributable to BHEL, GST amount claimed in the invoice shall be disallowed to the vendor.

9. Where any GST liability arising on BHEL under Reverse Charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the vendor.
10. Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contracts. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Tax Invoice will be issued by BHEL indicating the respective supply invoice number.
11. GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 – Central Tax dated 13.09.2018. GST TDS certificate which will be generated in GST portal subsequent to vendor accepting the TDS deduction in the GST portal, will be issued to the vendor.

Note: GST will be charged on the forfeited EMD/SD amount from the bidder at the applicable rates. GST tax Invoice will be issued to the vendor on receipt/recovery of GST amount from the vendor.

10. Orders under the Contract:

All orders, notices etc. to be given under the contract shall be in writing, typescript or printed and if sent by registered post to the address given in the tender of the Contract, shall be deemed to have been served on the date, when in the ordinary course they would have been delivered to him. The Contractor shall carry out without delay all orders given to him.

11. Contractor's Supervision:

1. The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to BHEL Officials.
2. Orders given to the Contractor's agent shall be considered to have the same force as if they have been given to the Contractor himself.
3. The Contractor or his accredited agent shall attend when required without making any claim for doing so to the OFFICER-INCHARGE, to receive instructions.
4. The respective area HOD shall have full powers and without assigning any reason, requires the Contractor to immediately cease to employ in connection with this contract, any agent, servant or employee where continued employment is, in his opinion undesirable. The Contractor shall not be allowed any compensation on this account.

12. Payment to employees engaged by the contractor:

1. The Contractor shall remain liable for the payment of all wages and other payments in connection with the employees engaged by him and with regard to the work.
2. The Contractor shall comply with the applicable provisions of Payment of Wages Act-1936, Minimum Wages Act-1948, Employees' Liability Act-1938, Employees' Compensation Act-1923, Payment of Bonus, EPF and Miscellaneous Provisions Act-1952, Employees' State Insurance Act-1948 and other relevant Acts and rules framed, thereunder from time to time.
3. Contractor shall be responsible for making payment of wages within 7 days from the last day of wage period and shall obtain the signature at the end of entries in the wage register from area in-charge of contract operating department.

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4. Contract labours has to sign the filled in wage register in front of the area in-charge of contract operating department and area in-charge should certify the wage register for payment to the Contract labours only after signed by all the contract labours in filled wage register.
5. Contractor shall have/ obtain license under the Contract Labour (Regulation and Abolition) Act-1970.

6. Payment of BHEL additional wages for the contract workers engaged by the Contractors has been discontinued. The same may be noted by all bidders.

1 Vendors shall refer wages, based on the Minimum Wage Act. 1948 Tamilnadu Govt. and for Dearness allowance the circular from Commissioner of Labour / Tamilnadu dated **which are applicable to General Engineering and Fabrication Industry**

The minimum wage may vary based on the latest change on GO and the increase in wage will have to be borne by vendor only.

Prevailing wages is as below for ref

Sub: Minimum Wages Act, 1948 – Revision of Dearness Allowance for employment in “General Engineering and Fabrication Industry – Reg.

Ref: Notification No.23/6667/2021 dated 16/03/2021 by Office of the Commissioner of Labour, Chennai – 600 006.

Consequent upon the increase in Dearness Allowance payable under the Minimum Wages Act from Rs.5209/- to Rs.5717/- per month to those employed in “General Engineering and Fabrication Industry”, the Statutory Minimum Wages applicable to the contract workmen would be as follows with effect from 01/04/2021:

S.No.	Category	Minimum Basic Wages per day (in Rs.)	Minimum DA per day (in Rs.)	Total Minimum Wages per day (in Rs.)
1	Unskilled Worker	258.50	219.88	478.38
2	Semi-Skilled Worker	271.00	219.88	490.88
3	Skilled Worker	278.50	219.88	498.38
4	Supervisor	295.00	219.88	514.88

7. Contractor should ensure that at least the prevailing minimum wages, as per the rules of Government of Tamil Nadu, which are applicable to ‘which are applicable to General Engineering and Fabrication Industry inclusive of bonus after remitting PF & ESI contributions, as applicable, are paid to his employees only in their respective nationalized bank accounts by means of NEFT/ RTGS/ IMPS.

Any changes in manpower should be informed to the executive in-charge of Contract execution department before engaging them along with the details.

While submitting the bills, the contractor should submit a proof of payment made to employees only through nationalized bank, along with PF and ESI contribution challans to Welfare Section every month for effecting payment by BHEL. Otherwise payment to the bills will not be processed.

In addition, the contractor has to submit wage register as a proof for payment of Minimum wages as per prevailing acts, for getting payment from BHEL.

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8. The contractor shall remit the salary/wages of their workmen ONLY through nationalized Bank, directly to the salary/savings account of the employee concerned. monthly clearance will be given in respect of those contractors, only if the salary/wages to the workmen concerned has been remitted. The relevant Bank statement/proof of payment should be produced along with PF and ESI challans every month.

If the Contractor employs more than twenty employees, he has to obtain License to this effect from the Factory Inspectorate and renew the same periodically.

9. The Contractor should follow and comply with Minimum Wages, ESI, PF, Bonus, Group Insurance and other statutory regulations relevant **applicable to General Engineering and Fabrication Industry** other applicable State / Central Governments' rules & regulations.
10. **Each contract employees must have his own PF and ESI Codes and comply with the relevant Acts.**
11. **The Contract workers should be fully aware of safety measures and observe all safety precautions during work. The Contractor should also make his own arrangements to provide requisite safety devices to the workers, based on the nature of work. Any accident / incident occurring to his workers in Company's premises should be reported in writing by the Contractor to Safety, Welfare and Line Executive concerned.**
12. Contractor shall maintain proper records of PF, EDLI, Pension, ESI contribution, administrative charges etc., wherever applicable and shall produce proof of deductions as well as remittances. Contractor shall issue wage slips to his employees. Indicative lists as follows, which shall be maintained neatly, completely and legibly for inspection by various statutory authorities and the company officials even at short notice:
- | | | |
|----------------|---|--|
| (a) Form XIII | - | Register of Workmen employed by contractor (Rule 75) |
| (b) Form XIV | - | Employment card issued by contractor (rule 76) |
| (c) Form XVI | - | Muster Roll (Rule 78(1) (a) (i) |
| (d) Form XVII | - | Register of Wages (Rule 78(1) (a) (i) |
| (e) Form XVIII | - | Register of wages-cum Muster Roll (in case of weekly Payment) |
| (f) Form XIX | - | Wage Slip (Rule 78) (b) |
| (g) Form XX | - | Register of deduction for damages of loss (Rule (78) (1) (a) (ii) |
| (h) Form XXI | - | Register of files (Rule 78) (1) (a) (ii) |
| (i) Form XXII | - | Register of advance (Rule 78) (1) (a) (ii) |
| (j) Form XXIII | - | Register of overtime (Rule 78) (1) (a) (iii) |
| (k) Form XXIV | - | Return to be sent by the contractor to licensing officer (Rule 82) |
| (l) | - | any other records/registers required to be maintained by the contractors under statutory provisions applicable to him. |

13. Precautions against Risk:

The Contractor shall be responsible for providing at his own expense for all precautions to prevent loss or damage from any and all risks and to minimize the amount of any such loss or damage and for the necessary steps to be taken for the said purpose.

14. Damage & Loss to Private Property & Injury to workmen:

The Contractor shall at his own expense reinstate and make good to the satisfaction of the respective area HOD and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or

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employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Employees Compensation Act or otherwise.

15. Laws Governing the Contract:

The contract shall be governed by the Indian Laws for the time being in force.

16. Cancellation of Contract for Corrupt Acts:

BHEL, whose decision shall be final and conclusive, shall without prejudice to any other right or remedy which shall have accrued, shall accrue thereafter to BHEL cancel the contract in any of the following cases and the Contractor shall be liable to make payment to BHEL for any loss or damage resulting from any such cancellation to the same extent as provided in the case of cancellation for default.

If the Contractor shall:

a) Offer or give or agree to give to any person in BHEL service any gift or consideration of any kind, as an inducement or reward for doing or for bearing to do or for having done or for having borne to do any act, in relation to the obtaining or execution of this or any other contract for BHEL service,

OR

b) Enter into a contract with BHEL in connection with which commission has been paid or agreed to be paid by him or with his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to BHEL,

OR

c) To obtain a contract with BHEL as a result of ring tendering or by non-bonafide methods of competitive tendering, without first disclosing the fact in writing to BHEL.

17. Cancellation of Contract for Insolvency Assignment of Transfer or Subletting of Contract:

BHEL, without prejudice to any other right or remedy, which shall have accrued or shall accrue thereafter to BHEL, shall cancel the contract in any of the following cases:

If the Contractor,

a) Being an individual or if a firm any partner thereof shall at any time be adjudged bankrupt or have a receiving order for administration of his estate, made against him or shall take any proceedings for liquidation or composition under any bankruptcy Act or assignment of his effects of composition or arrangement for the benefit of his creditors or purport to do so, or if any application made under any Bankruptcy Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him on behalf of his creditors.

OR

b) Being a Company, shall pass a resolution or Court shall make an order for the liquidation of its assets, or a receiver or Manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or Manager.

OR

c) **Assigns, Transfers, Sublets or attempts to assign, transfer or sublet any portion of the work.**

d) Whenever BHEL exercises the authority to cancel the contract under these conditions, BHEL may have the work done /by any means at the Contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by the respective area HOD) being less

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than the contract cost, the advantage shall accrue to BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by the respective area HOD or the same shall be recovered from the Contractor by other means.

- e) In case BHEL carries out the work under the provisions of this condition, the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plants and / or labour provided by BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the respective area HOD whose decision shall be final and conclusive.
- f) Labour engaged by the contractor should be disciplined & exhibit good behaviour in dealing with employees of BHEL. Any misbehaviour or undesirable conduct of any person engaged by the contractor is reported, contractor shall change that person immediately or else it may even lead to termination of the contract & in such case security deposit will be forfeited as penalty.

18. Cancellation of Contract in Part or Full for Contractor's Default:

If the contractor:

- a) makes default in carrying out the work as directed and continues in that state after a reasonable notice from the respective area HOD or his authorized representative:
- b) fails to comply with any of the terms & conditions of the contract or failure to comply orders after reasonable notice in writing with orders properly issued thereunder:

BHEL, may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the contract as whole or in part thereof or only such work order or items of work in default from the contract. Whenever BHEL exercises the authority to cancel the contract as a whole or part under this condition, BHEL may complete the work at the contractor's risk and cost (as certified by the respective area.

HOD which is final and conclusive) being less than the contract cost, the advantage shall accrue to BHEL. If the cost exceeds the money due to the Contractor under this contract, the Contractor shall either pay the excess amount ordered by the respective area HOD or the same shall be recovered from the Contractor by other means. In case BHEL carries out the work or any part thereof under the provisions of the conditions the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or labour provided by BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the respective area HOD whose decision shall be final and conclusive.

19. Termination of Contract on Death of Contractor:

Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, or if the firm is dissolved or the company is liquidated, BHEL shall have the option of terminating the contract without compensation to the Contractor.

20. Special Power to Termination:

If at any time after the award of contract, BHEL shall for any reason whatsoever not require whole or any part of the work to be carried out the respective area HOD shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the foreclosing of the work.

21. Recovery from Contractor:

Whenever under the contract, any sum of money, shall be recoverable from or payable by the Contractor, the same may be deducted from or any sum then due or which at any time thereafter may become due to Contractor under the contract or under any other contract with BHEL or from his Security Deposit unless the contractor pays the claim on demand.

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22. Post- Technical Audit of Work and Bills:

BHEL reserves the right to carry out the post-payment Audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc., and enforce recovery of any sum becoming due as a result thereof in the manner provided in the presiding sub- paragraphs. However, no such recovery shall be enforced after three years of passing the final bill.

23. Refund of Security Deposit:

The Security Deposit may be refunded to the Contractor after completion of the contract provided, after the Contractor shall first have been paid the last and final bill and have rendered a "NO DEMAND CERTIFICATE".

24. Force Majeure Clause:

If, at any time during the continuance of this Contract the performance in whole or in part by either party of any obligations under this Contract shall be prevented or delayed by reason of any War, Hostile acts of the public enemy Civil Commotion, Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, Earthquake etc.) then provided notice of happening of any such event is given by either party to other within 7 days from the date of occurrence thereof neither of the parties shall by reason of such event be entitled to terminate this Contract or claim for damages against the other in respect of such non-performance or delay for such period. Performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event, claims for extension of time may be granted for periods considered reasonable by the respective area HOD at his discretion subject to prompt notification by the contractor.

25. Arbitration and conciliation:

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

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

Notes:

1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.
2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Annexure ... to the Terms and conditions of the tender. The Annexure (as below) together with its appendices will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in the terms and conditions of the tender.

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

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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, Trichy.

The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties. Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be at BHEL premises, Trichy.

The cost of arbitration shall be borne as per the award of the Arbitrator.

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

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

In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:

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 to 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.

Annexure

BRIEF PROCEDURE FOR CONDUCT OF CONCILIATION PROCEEDINGS

1. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided herein:
2. The party desirous of resorting to Conciliation shall send an invitation/notice in writing to the other party to conciliate specifying all points of Disputes with details of the amount claimed. The party concerned shall not raise any new issue thereafter. Parties shall also not claim any interest on claims/counter-claims from the date of notice invoking Conciliation till the conclusion of the Conciliation proceedings.
3. The party receiving the invitation/notice for Conciliation shall within 30 days of receipt of the notice of Conciliation intimate its consent for Conciliation along with its counter-claims, if any.
4. The Conciliation in a matter involving claim or counter-claim (whichever is higher) up to Rs 5 crores shall be carried out by sole Conciliator nominated by BHEL while in a matter involving claim or counterclaim (whichever is higher) of more than Rs 5 crores.
5. Conciliation shall be carried out by 3 Conciliators nominated by BHEL.

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6. The Parties shall be represented by only their duly authorized in-house executives/officers and neither Party shall be represented by a Lawyer.
7. The first meeting of the IEC shall be convened by the IEC by sending appropriate communication/notice to both the parties as soon as possible but not later than 30 days from the date of his/their appointment. The hearings in the Conciliation proceeding shall ordinarily be concluded within two (2) months and, in exceptional cases where parties have expressed willingness to settle the matter or there exists possibility of settlement in the matter, the proceedings may be extended by the IEC by a maximum of further 2 months with the consent of the Parties subject to cogent reasons being recorded in writing.
8. The IEC shall thereafter formulate recommendations for settlement of the Disputes supported by reasons at the earliest but in any case within 15 days from the date of conclusion of the last hearing. The recommendations so formulated along with the reasons shall be furnished by the IEC to both the Parties at the earliest but in any case within 1 month from the date of conclusion of the last hearing.
9. Response/modifications/suggestions of the Parties on the recommendations of the IEC are to be submitted to the IEC within time limit stipulated by the IEC but not more than 15 days from the date of receipt of the recommendations from the IEC.
10. In the event, upon consideration, further review of the recommendations is considered necessary, whether by BHEL or by the other Party, then, the matter can be remitted back to the IEC with request to reconsider the same in light of the issues projected by either/both the Parties and to submit its recommendations thereon within the following 15 days from the date of remitting of the case by either of the Parties.
11. Upon the recommendations by the Parties, with or without modifications, as considered necessary, the IEC shall be called upon to draw up the Draft Settlement Agreement in terms of the recommendations.
12. When a consensus can be arrived at between the parties only in regard to any one or some of the issues referred for Conciliation the draft Settlement Agreement shall be accordingly formulated in regard to the said Issue(s), and the said Settlement Agreement, if signed, by the parties, shall be valid only for the said issues. As regards the balance issues not settled, the parties may seek to resolve them further as per terms and conditions provided in the contract.
13. In case no settlement can be reached between the parties, the IEC shall by a written declaration, pronounce that the Conciliation between the parties has failed and is accordingly terminated.
14. Unless the Conciliation proceedings are terminated in terms of para 22 (b), (c) & (d) herein below, the IEC shall forward his/its recommendations as to possible terms of settlement within one (1) month from the date of last hearing. The date of first hearing of Conciliation shall be the starting date for calculating the period of 2 months.
15. In case of 3 members IEC, 2 members of IEC present will constitute a valid quorum for IEC and meeting can take place to proceed in the matter after seeking consent from the member who is not available. If necessary, videoconferencing may be arranged for facilitating participation of the members. However, the IEC recommendations will be signed by all members. Where there is more than one (1) Conciliator, as a general rule they shall act jointly. In the event of differences between the Members of IEC, the decision/recommendations of the majority of the Members of IEC shall prevail and be construed as the recommendation of the IEC.
16. The Draft Settlement Agreement prepared by the IEC in terms of the consensus arrived at during the Conciliation proceedings between the Parties shall be given by the IEC to both the parties for putting up for approval of their respective Competent Authority.

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17. Before submitting the draft settlement agreement to BHEL's Competent Authority viz. the Board Level Committee on Alternative Dispute Resolution (BLCADR) for approval, concurrence of the other party's Competent Authority to the draft settlement agreement shall be obtained by the other party and informed to BHEL within 15 days of receipt of the final draft settlement agreement by it. Upon approval by the Competent Authority, the Settlement Agreement would thereafter be signed by the authorized representatives of both the Parties and authenticated by the members of the IEC.
18. In case the Draft Settlement Agreement is rejected by the Competent Authority of BHEL or the other Party, the Conciliation proceedings would stand terminated.
19. A Settlement Agreement shall contain a statement to the effect that each of the person(s) signing thereto (i) is fully authorized by the respective Party(ies) he/she represents, (ii) has fully understood the contents of the same and (iii) is signing on the same out of complete freewill and consent, without any pressure, undue influence.
20. The Settlement Agreement shall thereafter have the same legal status and effect as an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal passed under section 30 of the Arbitration and Conciliation Act, 1996.
21. Acceptance of the Draft Settlement Agreement/recommendations of the Conciliator and/or signing of the Settlement Agreement by BHEL shall however, be subject to withdrawal/closure of any arbitral and/or judicial proceedings initiated by the concerned Party in regard to such settled issues.
22. Unless otherwise provided for in the agreement, contract or the Memorandum of Understanding, as the case may be, in the event of likelihood of prolonged absence of the Conciliator or any member of IEC, for any reason/incapacity, the Competent Authority/Head of Unit/Division/Region/Business Group of BHEL may substitute the Conciliator or such member at any stage of the proceedings. Upon appointment of the substitute Conciliator(s), such reconstituted IEC may, with the consent of the Parties, proceed with further Conciliation into the matter either de-novo or from the stage already reached by the previous IEC before the substitution.
23. The proceedings of Conciliation under this Scheme may be terminated as follows:
 - a. On the date of signing of the Settlement agreement by the Parties; or,
 - b. By a written declaration of the IEC, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of the declaration; or,
 - c. By a written declaration of the Parties addressed to the IEC to the effect that the Conciliation proceedings are terminated, on the date of the declaration; or,
 - d. By a written declaration of a Party to the other Party and the IEC, if appointed, to the effect that the Conciliation proceedings are terminated, on the date of the declaration.
 - e. On rejection of the Draft Settlement Agreement by the Competent Authority of BHEL or the other Party.
24. The Conciliator(s) shall be entitled to following fees and facilities:

Sl No	Particulars	Amount
1	Sitting fees	Each Member shall be paid a Lump Sum fee of Rs 75,000/- for the whole case payable in terms of paragraph No. 27 herein below.
2	Towards drafting of settlement agreement	In cases involving claim and/or counter-claim of up to Rs 5crores. Rs 50,000/- (Sole Conciliator)
Sl No	Particulars	Amount

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		In cases involving claim and/or counter-claim of exceeding Rs 5 crores but less than Rs 10 crores. Rs 75,000 (per Conciliator) In cases involving claim and/or counter-claim of more than Rs 10 crores. Rs 1,00,000/- (per Conciliator) Note: The aforesaid fees for the drafting of the Settlement Agreement shall be paid on Signing of the Settlement Agreement after approval of the Competent Authority or Rejection of the proposed Settlement Agreement by the Competent Authority of BHEL.
3	Secretarial expenses	Rs 10,000/- (one time) for the whole case for Conciliation by a Sole Member IEC. Where Conciliation is by multi member Conciliators -Rs 30,000/- (one time)- to be paid to the IEC
4	Travel and transportation and stay at outstation Retired Senior Officials of other Public Sector Undertakings (pay scale wise equivalent to or more than E-8 level of BHEL)	As per entitlement of the equivalent officer (pay scale wise) in BHEL.
	Others	As per the extant entitlement of whole time Functional Directors in BHEL.
		Ordinarily, the IEC Member(s) would be entitled to travel by air Economy Class.
5	Venue for meeting	Unless otherwise agreed in the agreement, contract or the Memorandum of Understanding, as the case may be, the venue/seat of proceedings shall be the location of the concerned Unit / Division / Region / Business Group of BHEL. Without prejudice to the seat/venue of the Conciliation being at the location of concerned BHEL Unit / Division / Region / Business Group, the IEC after consulting the Parties may decide to hold the proceedings at any other place/venue to facilitate the proceedings. Unless, Parties agree to conduct Conciliation at BHEL premises, the venue is to be arranged by either Party alternately.

25. The parties will bear their own costs including cost of presenting their cases / evidence / witness(es) / expert(s) on their behalf. The parties agree to rely upon documentary evidence in support of their claims and not to bring any oral evidence in IEC proceedings.

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26. If any witness(es) or expert(s) is/are, with the consent of the parties, called upon to appear at the instance of the IEC in connection with the matter, then, the costs towards such witness(es)/expert(s) shall be determined by the IEC with the consent of the Parties and the cost so determined shall be borne equally by the Parties.
27. The other expenditures/costs in connection with the Conciliation proceedings as well as the IEC's fees and expenses shall be shared by the Parties equally.
28. Out of the lump sum fees of Rs 75,000/- for Sitting Fees, 50% shall be payable after the first meeting of the IEC and the remaining 50% of the Sitting Fees shall be payable only after termination of the conciliation proceedings in terms of para 22 hereinabove.
29. The travelling, transportation and stay at outstation shall be arranged by concerned Unit as per entitlements as per Serial No. 3 of the Table at para 23 above, and in case such arrangements are not made by the BHEL Unit, the same shall be reimbursed to the IEC on actuals limited to their entitlement as per Serial No. 4 of the Table at Para 23 above against supporting documents. The IEC Member(s) shall submit necessary invoice for claiming the fees/reimbursements.
30. The Parties shall keep confidential all matters relating to the conciliation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of its implementation and enforcement or as required by or under a law or as per directions of a Court/Governmental authority/ regulatory body, as the case may be.
31. The Parties shall not rely upon or introduce as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the Disputes that is the subject of the Conciliation proceedings:
 - a. Views expressed or suggestions made by the other party in respect of a possible settlement of the Disputes;
 - b. admissions made by the other party in the course of the Conciliator proceedings;
 - c. proposals made by the Conciliator;
 - d. The fact that the other Party had indicated his willingness to accept a proposal for settlement made by the Conciliator.
32. The Parties shall not present the Conciliator(s) as witness in any Alternative Dispute Resolution or Judicial proceedings in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.
33. None of the Conciliators shall act as an arbitrator or as a representative or counsel of a Party in any arbitral or judicial proceeding in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.
34. The Parties shall not initiate, during the Conciliation proceedings, any arbitral or judicial proceedings in respect of a Disputes that is the subject matter of the Conciliation proceedings except that a Party may initiate arbitral or judicial proceedings where, in his opinion, such proceedings are necessary for preserving his rights including for preventing expiry of period of limitation. Unless terminated as per the provisions of this Scheme, the Conciliation proceedings shall continue notwithstanding the commencement of the arbitral or judicial proceedings and the arbitral or judicial proceedings shall be primarily for the purpose of preserving rights including preventing expiry of period of limitation.
35. The official language of Conciliation proceedings under this Scheme shall be English unless the Parties agree to some other language.

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FORMAT FOR SEEKING CONSENT FOR REFERRING THE DISPUTES TO CONCILIATION THROUGH IEC

To,

M/s. (Stakeholder's name)

Sub: Resolution of the Disputes through conciliation by Independent Expert Committee (IEC).

Ref: Contract No/MoU/Agreement/LOI/LOA& date _____.

Sir,

With reference to above referred Contract/MoU/Agreement/LOI/LOA, you have raised certain Disputes/claims. Vide your letter dated____ you have requested BHEL to refer the Disputes/claims to IEC for Conciliation.

We are enclosing herewith Format (3) for giving consent and the terms and conditions of BHEL Conciliation Scheme, 2018 governing conciliation through IEC. You are requested to give your unconditional consent to the said terms and conditions of the Scheme by returning the same duly sealed and signed on each page. On receipt of your consent, matter will be put to the Competent Authority for consideration and decision.

Please note that BHEL has also certain claims against you (if applicable). BHEL reserves its right to agree or not to agree conciliation of the said disputes through BHEL and this letter is being issued without prejudice to BHEL's rights and contentions available under the contract and law.

Yours faithfully,

Representative of BHEL

Appendix II

FORMAT FOR GIVING CONSENT BY CONTRACTOR/ VENDOR/ CUSTOMER/ COLLABORATOR/ CONSORTIUM PARTNERS FOR REFERRING THE DISPUTES TO CONCILIATION THROUGH IEC

To,
BHEL

Sub: Resolution of Disputes through Conciliation by Independent Expert Committee (IEC).

Ref: Contract/MoU/Agreement/LOI/LOA No & date____

With reference to above referred contract, our following bills/invoices/claims submitted to BHEL are still unpaid giving rise to Disputes:

SL. no.	Claim Description	Bill submitted to BHEL (no. and date)	Amount of the bill/ claim	Amount received from BHEL	Outstanding Amount

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Accordingly, we request you to kindly refer the Disputes in respect of above claims to IEC for Conciliation.

We hereby agree and give our unconditional consent to the terms and conditions of BHEL Conciliation Scheme, 2018 governing conciliation through IEC. We have signed the same on each page and enclosed it for your consideration. Yours faithfully,

(Signature with stamp)

Authorized Representative of Contractor

Name, with designation Date

Appendix III

STATEMENT OF CLAIMS/COUNTER CLAIMS TO BE SUBMITTED TO THE IEC BY BOTH THE PARTIES

1. Chronology of the Disputes
2. Brief of the Contract/MoU/Agreement/LOI/LOA
3. Brief history of the Disputes:
4. Issues:
5. Details of Claim(s)/Counter Claim(s):

SI. No.	Description of claim(s)/ Counter Claim	Amount (in INR) Or currency applicable in the contract	Relevant contract clause

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6. Basis/Ground of claim(s)/counter claim(s) (along with relevant clause of contract)

Note– The Statement of Claims/Counter Claims may ideally be restricted to maximum limit of 20 pages. Relevant documents may be compiled and submitted along with the statement of Claims/Counter Claims. The statement of Claims/Counter Claims is to be submitted to all IEC members and to the other party by post as well as by email.

26. JURISDICTION:

In case of any suit or other legal proceedings arising under or relating to this Contract, the courts at Trichy, Tamil Nadu only shall have the Jurisdiction and is only after exhausting the, Arbitration Clause.

27. SECRECY OF CONFIDENTIAL INFORMATION:

The Contractor undertakes and agrees that he/it will not disclose or reveal in part or full the proprietary/confidential information, which terms shall mean and include patents, trademarks, service marks, registered designs, copyright, design rights, know-how, confidential information, trade and business names and any other similar protected information of BHEL received during negotiation or currency of the contract to any third party or governmental authorities without written permission from BHEL. In the event of termination or expiry of the contract, the contractor shall return all proprietary/confidential information to BHEL. This clause shall survive termination or expiry of the contract.

BHEL reserves the right to initiate appropriate action including legal proceeds / termination of contract, recovery of damages, penalties etc., if the contractor is found guilty / wrong usage of the documents given by BHEL for any unauthorised activity.

28. Signing of Contract:

Each contract document shall be signed by the Contractor with his usual signature. Contract by partnership or Hindu Joint Family firm, may be signed in the FIRM'S name by the Managing Partner or all / one of the Partners on behalf of the firm or the Karta or Manager for HUF as the case may be. Contract by a Company shall be signed with the name of the Company from a person authorised in this behalf and a Resolution or power of attorney or other satisfactory proof, showing that the person signing the Contract documents on behalf of the Company is duly authorised to do so, shall accompany the contract.

29. FRAUD PREVENTION POLICY:

The Bidder along with its associate / collaborators / sub - vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about fraud or suspected fraud as soon as it comes to their notice". Fraud Prevention policy and List of Nodal Officers shall be hosted on BHEL website, vendor portals of Units / Regions intranet.

30. SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS/ CONTRACTORS:

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Penal action can be initiated on the suppliers / Contractors in line with extant 'Guidelines for Suspension of Business Dealings with Suppliers/ Contractors. The abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' has been uploaded on <http://www.bhel.com> on "supplier registration page". BHEL's Guidelines for Suspension of Business Dealings with Suppliers/ Contractors shall apply to this Notice Inviting Tender/ Enquiry. The Bidders shall peruse the same prior to submission of the bid Any action taken or proposed to be taken by BHEL under the said policy shall be without prejudice, and in addition, to other rights and remedies as may be available to BHEL under contract or law."

The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.

1.0 Integrity commitment, performance of the contract and punitive action thereof:

1.1. 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.

1.2. Commitment by Bidder/ Supplier/ Contractor:

1.2.1. 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.

1.2.2. 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. 1.2.3. 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. 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](http://www.bhel.com) and/or under applicable legal provisions".

31. RISK PURCHASE:

In case of abnormal delays (beyond the maximum late delivery period as per LD clause) or non-fulfilment of any other terms and conditions given in work order, BHEL may cancel the work order in full or part thereof, and may also make a contract of such work/service from elsewhere / alternative source at the risk and cost of the original contractor. BHEL will take all reasonable steps to complete the contract obligations from alternate source at optimum cost. If bidder does not agree to the above Risk Purchase Clause, BHEL reserves the right to reject the offer. In case for compelling reasons BHEL accepts the offer without acceptance of this clause by the bidder and in the eventuality of Risk Purchase, appropriate action will be taken as per BHEL extant rules. This will be without prejudice to any other right of BHEL under the contract. Risk & cost clause, in line with conditions of contract may be invoked in any of the following cases:

1. Contractor's poor progress of the work vis-à-vis execution timeline as stipulated in the contract, backlog attributable to contractor/ supplier including unexecuted portion of work/ supply does not appear to be executable within balance available period (#) considering its performance of execution.

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2. Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.
3. Non completion of work / Non-supply by the contractor within scheduled completion/delivery period as per contract or as extended from time to time, for the reason attributable to the contractor.
4. Termination of contract on account of any other reason (s) attributable to contractor.
5. Assignment, transfer, subletting of contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
6. Non-compliance to any contractual condition or any other default attributable to contractor.

Risk and Cost amount against balance work will be calculated as follows:

$\text{Risk \& Cost Amount} = [(A-B) + (A \times H/100)]$

Where,

A= Value of Balance scope of Work/ Supply (*) as per rates of new contract

B= Value of Balance scope of Work/ Supply (*) as per rates of old contract being paid to the contractor/ supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

H = Overhead Factor to be taken as 5

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

*(Balance scope of work/ supply)

Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work/ Supply for calculating risk & cost amount.

Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities.

Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities.

Substitute/ extra items whose rates have already been approved would form part of contract quantities for this purpose. Substitute/ extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions.

However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose.

NOTE: In case portion of work is being withdrawn, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work/supply' for calculating Risk & Cost amount.

32. Biometric Entry/Exit System for Contract Workmen:

1. The Entry/Exit of the employees engaged by contractor is to be regulated only through Biometric system.
2. The Contractor initially will be issued with a temporary gang pass for his/her employees for a period of ten days.
3. The contractor should arrange photo coverage for all his/her employees within the above stipulated time.
4. The contractor has to submit FORM-I for all his/her contract employees. All the particulars required in FORM-I are to be provided by the contractor without fail.
5. Every employee of the Contractor shall be provided with Employment Card as per Form XIV (as per Rule 76 of the Contract Labour (Central) Rules, 1971 and the contractor shall instruct its employees to carry the Employment Card as well as Entry Card without fail, while entering/exiting factory.
6. The contractor should educate his employees in registering the attendance through the system.

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7. Whenever a contract employee migrates or leaves service of the contractor, the contractor has to surrender the biometric card of the particular employee to Contract Cell with immediate effect, without fail.
8. On completion of the work, the contractor has to surrender all the biometric entry cards issued to its employees immediately to the contract cell. Otherwise, an amount of Rs.200/- per card will be deducted from the final bill/security deposit of the contractor.
9. If any contract employee loses his/her entry card, the contractor shall arrange a duplicate entry card for the employee by paying an amount of Rs.200/-.
10. The Contractor is totally responsible for the biometric cards issued to his/her employee.
11. The Contractor has to indemnify BHEL for all the damages and losses caused by his/her employees.
12. In case of award of work to contractor, For the persons engaged for the first time by the contractor for delivering services in the unit, contractor shall submit police verification certificate (the cost of which shall be borne by vendor) to welfare section of BHEL, TRICHY.

33. Notices of Accidents:

In the event of an accident the Contractor shall be required to fill injury report and submit to the Engineer in charge immediately and ensure compliance of ESI / Workmen's Compensation of accident as per the Act. The Contractor shall get the Contract personnel engaged by him insured under workmen's compensation policy from any Insurance company in India before actually starting the work. The Insurance coverage should be for the entire period of Contract. The Contractor shall comply with the provisions of the Workmen's Compensation Act 1923. (This should be read in connection with the provisions of ESI Act.)

34. Government Law's:

The Contractor shall in respect of Personnel employed by him either directly or through sub-Contractors, comply with or cause to be complied with following statutory provisions and rules as applicable and in regard to all matters provided therein

- a. The Contract Labour (Regulation & Abolition) Act 1970 and the related Rules.
- b. The minimum wages Act 1948 and the related rules
- c. The payment of wages Act 1936 and the related rules.
- d. The Employees' Provident Fund & Miscellaneous provisions Act 1952.
- e. The Employees State Insurance Act 1948.
- f. Workmen Compensation Act 1923
- g. Payment of Bonus Act 1965
- h. Maternity Benefit Act, 1961
- i. Payment of Gratuity Act, 1972
- j. Inter-State Migrant Workmen (Regulation of Employment & Conditions of Service) Act, 1979 k. Equal Remuneration Act, 1976
- l. Industrial Employment (Standing Order) Act, 1960 (In case of engaging 100 or more personnel)
- m. The Industrial Disputes Act 1947

3. Information technology act 2000

And any other law, or modifications to the above or to the rules made there under from time to time.

35. STATUTORY REQUIREMENTS:

All statutory requirements under Minimum Wages Act, 1948, Workmen Compensation Act 1923, Employees Provident Fund and Miscellaneous Provisions Act, 1952, Payment of

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Gratuity Act 1972, Employee State Insurance Act 1948, Contract Labour (R&A) Act 1970, Payment of Bonus Act 1965, Income Tax Act, acts relevant to applicable to General Engineering and Fabrication Industry, GST Act and all other applicable Acts shall be complied with by the Contractor.

- a. Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.
- b. Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
- c. Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and provide a copy of the same to BHEL.
- d. Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.

36. REMOTE TRANSACTIONS: -

The Contractor shall agree to and comply with all such terms and conditions as BHEL may prescribe from time to time and shall confirm that all transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centers, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication established by BHEL shall constitute legally binding and valid transactions when done. Any transaction pertaining to the tender from both the parties of business done round the clock irrespective of the office or business hours of the companies, are valid legally and binding on both the parties. This applies to the extent only in such cases where deadline time for transaction is not specifically declared by either or both the parties to the business. In case Letter of Intent (LOI) is issued through email, the PC generated time and date of mail shall be construed as the official time and date of release of LOI. In as much as this date is within the last date of validity given by the bidder the LOI is said to have been issued within the validity period and shall be binding on both the parties to the business.

37. CHANGE IN CONSTITUTION OF FIRM:

Changes in constitution of firm whenever it is made after submission of application or during currency of the Contract, the existing firm has to duly inform the proposed changes to Contracting department of BHEL at the appropriate time before the changes in the constitution are made. In case the absence of any such information BHEL is not responsible for the consequences arising out of the absence or suppression of information and the issue / dispute arising out of these changes and the firm is responsible for settling the issue or dispute among themselves (Partners etc.) or with the bankers or with any third party. Under the above circumstances when dispute arises and the firm does not inform the change in the constitution of the firm BHEL has the right for suspending or terminating the Contract.

38. Common Terms and Conditions for Works Contract relevant to Safety:

Following points shall be ensured for the safety of contract employees:

I. Identity and Entry:

1. The contractors to give identity card to their employees with full details like employee name, company name, age, blood group, contact person with phone no. etc.
2. The contractor shall not engage in connection with the work any person who has not completed 18 years of age or has completed 60 years of age."

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3. HR/ Welfare will issue passes to the trained employees only. Welfare section shall arrange for necessary infrastructure (biometric entry) for enrolment of new contract workers. Biometric entry system will be made available in North Gate and Unit 2 initially.
4. The data of daily entry of contract workers through biometric will be made available online to the contract awarding departments HR/Welfare.

III. Dress Code:

1. As per scope of work

IV. Procedures:

1. Smoking, audio-playing (mobile phone, iPod, inbuilt music systems etc. in the vehicles.) are banned within the premises.
2. Moving to unrelated areas must be strictly avoided by the contract employees entering to the other areas only with knowledge of concerned department.

V. Welfare:

1. The contractors are directed to generate PF number and ensure PF contribution remittance for all contract workmen engaged by them.
2. Bio-Metric Entry for Contract Workmen Contractors have been directed to cover all the contract workmen engaged by them through Bin-Metric Entry System

VI. Violations:

The following will be treated as serious violations and appropriate actions are to be Initiated by the users:

1. Employing people whose age is below 18 years.
2. Smoking, alcohol, audio-playing etc.
3. Moving to unconnected areas.

Any wilful act that creates unsafe conditions.

39. It will be the responsibility of the Contractor to ensure that the contractor himself, labour engaged for the work, are required to possess valid necessary license for execution of work from statutory authorities, renewal of the same periodically, during the occurrence of the contract and scrupulously adhere to the prevailing safety regulations, safety precautions and measures. BHEL will not be responsible for the lapses, shortcomings arising out of such deviations and the contractor will be responsible for any such eventualities and liabilities if any.

Compensation Clause:

"BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life / permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below.

- a) Victim: Any person who suffers permanent disablement or dies in an accident as defined below.
- b) Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/operation and works incidental thereto at BHEL factories/offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works/during working at BHEL Units/Officers/townships and premises/Project sites
- c) Compensation in respect of each of the victims:

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- (i) In the event of death or permanent disability resulting from Loss of both limbs: Rs 10,00,000/- (Rs Ten lakh)
 - (ii) In the event of others permanent disability: Rs.7,00,000/- (Rs. Seven Lakh)
- d) Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to section 2 (I) of the Employee's Compensation Act,1923"

40. Final Bill:

As soon as possible after the completion of the work to the satisfaction of the Medical-in-charge, the contractor shall forward a certified final account on BHEL form, in duplicate. It shall be accompanied by all abstracts, vouchers etc., in support thereof and shall be prepared in the manner prescribed by the Medical-in-charge. No claims will be entertained after the receipt of the final bill. The Contractor shall be entitled to be paid the final sum less the value of payments already made on account subject to certification of the final bill by the Medical-in-charge. Any sums due from the contractor on account of Tools & Plant, Stores or any other items provided by BHEL not yet recovered from the contractor shall be deducted from the final sum aforesaid. No charge shall be allowed to the Contractor on account of the preparation of the final bill.

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ANNEXURE-A1

No deviation and Declaration to be given by vendor in vendor's letter head

Name of work:

Enquiry No:

We, the vendor, do hereby declare that we do not have any deviations to the tender terms and conditions as per

1. Technical Bid-Qualifying Criteria-Price bid
2. Scope of Work & Special/Technical Terms and Conditions
3. General terms & Conditions of Contract

We have gone through all the tender terms and conditions; we have noted down the job content & site conditions. We have quoted our offer for all items by taking care of unit of measurement given in the Bill of quantities against individual items. In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null & void. We assure that no tampering was done to any part of tender document by us and if otherwise will lead to rejection of our bid. We confirm to have submitted our offer strictly in accordance with tender instructions.

We also hereby confirm the following points with ref to the above works, if ordered on us:

1. We do hereby confirm that we will pay (i) at least the minimum wages (minimum basic wages + minimum DA) to all the persons engaged (Un Skilled / Semi-Skilled / Skilled / Supervisor category) by us in the above contract as per the Tamilnadu Government Minimum Wages Act - 1948 & also as per any revisions made by the State Govt. from time to time and (ii) Bonus as per the Bonus Act-1965 along with Wage as applicable.
2. Applicable ESI, PF & Bonus (both Employer and Employee contributions) amounts are to be remitted for total wages to be paid as mentioned in (i) & (ii) of point 1 and challans to be produced along with invoices for all the respective persons engaged in the above contract.
3. The quoted amount/ rate in this tender will remain firm throughout the entire Contract period and no extra payment against service charges will be claimed from BHEL under any circumstances from our end.
4. We, the contractor, will disburse the salary/wages to all the persons engaged in the contract ONLY through nationalized banking channel in their respective accounts & the relevant Bank statement / proof for Bank payment will also be produced along with PF and ESI challans to the Welfare Section every month for processing our invoices for payment.
5. We will pay the previous month salary in full to our employees before 7th of every month and will not adjust any advance/ loan / repayment due by the employee to us.
6. All the payments to the persons engaged in the contract will be paid ONLY through nationalized bank. No other mode of payment (hand payment / account transfer as advance payment or any other) is acceptable as salary.
7. In case we fail to pay the minimum wages to all the persons engaged in the contract which includes Minimum wages with ESI and PF (both Employee and Employer contributions) for every month including Bonus, BHEL has the right to recover from the outstanding payments to us either under this Contract or in any other Contract(s) or from Security Deposit or from both. In case this amount is insufficient for such recoveries, we shall make good the balance amount by actual payment. In addition, BHEL, Trichy may recover the said amounts through other running contracts from BHEL's sister units.
8. We also confirm to all the Terms & Conditions as per your above referred Enquiry & as per our offer submitted against the same. We also declare that, we have not been suspended or black listed or issued with Show Cause Notice by BHEL Trichy-14 or any other BHEL Unit or any PSU/ Government organization.
9. We will obtain and submit Labour License (As applicable) within 30 days from award of work.
10. I/ We confirm that other than us, none of our group concerns or affiliates etc. are participating in the tender either directly or indirectly through any other agency under same proprietor/ common director(s)/ common partner(s).

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ANNEXURE-A2

EMD PAYMENT VIDE E-COLLECT

This explains how to make Payments to BHEL- Tiruchirapali and through SBI-Ecollect. Vendors (EMD and SD Payments payable by others) can utilise this facility. Payments can be made using Internet Banking, Debit Cards/Credit Cards etc. SBI Charges a minimum amount for every transaction. This may vary according to the MODE selected.

STEP BY STEP PROCEDURE:

Login to <https://www.onlinesbi.com>

1. Select State Bank Collect available on the top (pre login page)
2. Accept the terms and conditions and click “PROCEED”
3. Select State “TAMILNADU “and Institution type “INDUSTRY “.
4. Select “BHEL TRICHY under “INDUSTRY”.
5. In the next page, Select APPROPRIATE category, fill details correctly & click “SUBMIT”.
6. If all details entered are correctly populated, click “CONFIRM “to proceed.
7. Make payment as per your convenience. (Options available are payment of fees through SBI Net Banking, State Bank ATM cum Debit Cards / Other Bank Debit / Credit Cards and through SBI Branches).
8. SAVE & Keep the copy of receipt for future reference.

**HOW TO TAKE RECEIPT FOR A PAYMENT MADE, EVEN ON A LATER DATE:
(PLEASE CHECK THE STATUS BEFORE MAKING PAYMENT SECOND TIME)**

1. Login to www.onlinesbi.com
2. Select State Bank Collect available on the top (pre login page)
3. Accept the terms and conditions and click “PROCEED”
4. Select “PAYMENT HISTORY “option available on the left side of screen.
5. Using two options as mentioned below, you can get the receipt:
 - a. Type the same Date of Birth, Mobile Number which you have entered at the time of making payment through SB collect. Select the date range and submit.
 - b. If you know the payment reference number, then enter the Reference number (DU...) along with anyone information (Date of Birth / Mobile number, which you have entered at the time of making payment). Select the date range and submit.
1. In the next page, take print out of receipt.

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ANNEXURE-A3

(NOTE: VENDORS ALREADY HAVING VENDOR CODE/PAID VIA EFT WITH BHEL TRICHY PREVIOUSLY NEED NOT FILL THIS)

ACCEPTANCE FOR ELECTRONIC FUND TRANSFER NEFT/ RTGS TRANSFER

1	NAME & ADDRESS OF THE SUPPLIER	
2	VENDOR CODE assigned by BHEL	
	Details of Bank Account:	
3	NAME & ADDRESS OF THE BANK	
4	NAME OF THE BRANCH	
5	BRANCH CODE	
6	MICR CODE	
7	ACCOUNT NUMBER	
8	TYPE OF ACCOUNT	SB a/c / CURRENT a/c / OD / CASH CREDIT
9	BENEFICIERY'S NAME	
10	IFSC CODE OF THE BRANCH	
11	EMAIL ID	
12	TELEPHONE/MOBILE NO.	

CERTIFICATE I / We hereby agree to receive the payments due from BHARAT HEAVY ELECTRICALS LIMITED by the National Electronic Funds Transfer and/or RTGS Transfer mode by credit to my / our above mentioned Bank Account. I / We also agree that payments made to the above mentioned Account is a valid discharge of the liability of Bharat Heavy Electricals Limited. I / We also agree to bear the applicable Bank Charges for the above mode of transfer. **A copy of the cheque leaf/cancelled cheque leaf of the above account is sent herewith.**

AUTHORISED SIGNATORY WITH NAME SEAL

Banker's Certification

We confirm that we are enabled for receiving RTGS and NEFT credits and we further confirm that the account number of _____ (name of account holder), the signature of the authorized signatory and the MICR and IFSC codes of our Branch mentioned above are correct.

PLACE:

(Manager / Officer's)

DATE:

Signature Under Bank stamp and Name Seal
With Membership No.
(Telephone / Mobile No. _____)

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ANNEXURE-A4

Illustration for arriving the rates for individual items of BoQ by BHEL for the total amount quoted by the vendor

Contractor shall only quote the total amount for the work and not the individual rates for every item of BoQ. The amount quoted shall include all taxes except Goods & service tax. Applicable Goods & service tax would be paid extra.

The rates for the individual items of BoQ would be arrived by BHEL as follows: -

In this illustration, assume there are 2 items in the BoQ and the respective quantity and Percentage allocation is specified as below.

Item	Quantity	Unit	% allocated
1	500	Each	60%
2	400	Each	40%

If the total amount quoted by a vendor is 1,00,000/- (One lakh) for the entire package,

Then,

Rate per unit for Item 1 would be arrived as = $(₹1,00,000 \times 60\%) / 500 = ₹ 120.00/-$

In the same manner, the rate per unit, for item 2 would be arrived as follows,

Rate per unit for Item 2 = $(1,00,000 \times 40\%) / 400 = ₹ 100.00/-$

The rates will be rounded off to nearest two decimal places only, so as to match the total amount or closest to the total amount, quoted by the vendor. Rates so arrived by BHEL shall be final and binding on the contractor.

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ANNEXURE-A5

The tender must be signed digitally / physically by Proprietor/ Managing Partner/ Director of the Firm. If any other person is authorized to sign the tender, this copy of Power of Attorney must accompany the tender.

POWER OF ATTORNEY

(To be typed on company's letter head)

I/We do hereby make, nominate, constitute and appoint Mr , whose signature given below herewith to be true and lawful Attorney of M/s hereinafter called 'Company', for submitting Tender and inter alia, sign, execute all papers and to do necessary lawful acts on behalf of our Company with M/s Bharat Heavy Electricals Ltd, HPBP, TRICHY-620 014, in connection with (Name of work)

.....
vide Tender Enq No: _____, dated _____. And the Company do hereby agree to ratify and confirm all acts, deeds, things or proceedings as may be lawfully done by the said attorney and by or on behalf of the company and in the name of the company, by virtue of the powers conferred herein and the same shall be binding on the company and shall have full force and effect.

Director/CMD/Partner/Proprietor

Signature of Mr.....(Attorney)

Attested by: Director/CMD/Partner/Proprietor

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PART-II (PRICE BID)
BILL OF QUANTITIES

(No amount shall be quoted here. Quote based on this BOQ should be given online, only in eProcurement portal)

Sl. No.	Quantity for 15 months	Description of work	Unit	% allocation
A		Cleaning, washing and swabbing the following including the floor area dado etc. as per the frequency mentioned against each activity in Annexure-A in all toilets, wash basins, bath rooms, etc. Payment will be made based on the actual work done and on acknowledgement from the user departments. Quoted rate shall include cost of labour, tools, machineries, necessary chemicals, acids and other cleaning materials, etc. Required quantity of water, power and storage room will be given by BHEL at free of cost.		
1	149896	Water closet.	Each	8.980
2	90943	Wash basin	Each	3.800
3	8226	Urinal	Each	0.520
4	90943	Wash trough	Each	4.820
5	89115	Bath room	Each	5.130
6	4570	Cleaning of Tea Piont	Each	0.330
7	48750	Cleaning of windows & Ventilators	Ea Set	3.290
B		Sweeping, cleaning, washing and swabbing the following hospital floors areas as per the frequency mentioned against each activity in Annexure-A in all hospital buildings, offices, staircases, swabbing of doctor rooms, conference halls, cobweb removal in all areas, cleaning of OT etc. After sweeping all the waste, dust, garbage, etc. to be disposed off to the nearby dustbins / dumping site as instructed by section incharge. Payment will be made based on the actual quantum of work done and on acknowledgement from the user section. Quoted rate shall include cost of labour, tools, machineries, necessary chemicals, acids and other cleaning materials, incidentals, etc. complete. Required quantity of water, power and storage room will be given by BHEL at free of cost.		
8	122229	Sweeping of full hospital floor area	100 Sqm	21.920
9	122229	Swabbing of full hospital floor area.	100 Sqm	28.000
10	6412	Cob-web removal in full hospital area.	100 Sqm	2.510

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Sl. No.	Quantity for 15 months	Description of work	Unit	% allocation
11	41130	Sweeping of roads footpath, drains, platform, open spaces, Vehicle shed, surrounding area of buildings, side & back spaces in between blocks and other area as identified & instructed by Admn. incharge. Grass removal and gardening of surroung area. Rates include labour charge, tools, brooms, mallard, baskets etc. Sweeping and hand picking of debris, collecting & dumping the debris nearby dustbins/earmarked area etc. Complete. Sweeping has to be done as and when required. Payment will be made only for the area where sweeping has been done.	100 sqm	6.496
12	2715	Hospital floor washing which includes all wards including Varandas, Operation theatres & Martuary area.	100 Sqm	2.930
13	3688	Cleaning of Dietry & Dinning hall, after every meals which includes cleaning of floor, table, utensils etc. as directed by Chief Matron.	100 sqm	1.640
14	130	Cleaning of glass partitions at Male OP, Female OP, X-ray room etc., includes cleaning with cotton sock with soap water.	100 sqm	0.003
15	65	Dead body transportation, includes transportation of dead body from ICU,OT etc. to Mortuary and Martuary to Ambulance.	Each	0.061
16	2285	Patient care as defined in terms & conditions, Annexure-2.	Each	1.060
17	457	Spaying of Sodium hypochlorite Solution	Each	0.210
18	65	Dead Dog,Monkey, Peacock etc., includes picking up the dead animals and buried at assigned place.	Each	0.060
19	195	Drain cleaning: Cleaning of all open and closed drains	100 Sqm	0.180
20	457	Cleaning of Blood stain cloths at OT	Each	0.860
21	457	Cleaning of Lab Items, includes Cleaning of Test tubes, bowls, etc.,	Each	0.430
22	457	Collection of Bio-medical waste from wards and Ops in color coded bags and keeping at assigned place.	Each	1.350
23	457	Collection of waste other than Biomedical waste	Each	1.230
24	457	Shifting of Madicine & Materials includes shifting of medicine from stoeres to dispensary and arremgement in racks also to periferal dispensaries. Shifting of materials in and arround hospital as directed by Admn. In-charge.	Each	0.430

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Sl. No.	Quantity for 15 months	Description of work	Unit	% allocation
25	457	Daily Transporting the garbage, horticulture waste, hospital, kitchen waste etc., collected from various wards, dustbins and other places by Lorry covering with suitable net to avoid spilling during transportation and unloading at the earmarked place on the Eastern side of MHD (Nearly 5 K.M. from the center point of Kailasapuram,). Rate also includes collection, loading, unloading, hire & running charges of lorry, tools required, all labour and all other incidentals etc. complete and as directed by the department. The trip sheet is to be maintained for each load that will be certified by the concerned official, which will form the basis for making payment. Each load would exit only through the main entrance of Township. Capacity of the Lorry should be minimum 300 cubic feet	Each trip	3.760
			TOTAL	100.00%

Note: Do not write any amount/ values here.) Total lump sum value of work excluding applicable GST, for all the **above 25** items, for the total contract duration i.e. fifteen (15) months shall be Quoted only in online price bid xl format) GST applicable shall indicated in separate column in online price bid. However applicable GST % confirmed during technical evaluation will be considered final for price evaluation.

Payment of BHEL additional wages for the contract workers engaged by the Contractors has been discontinued. The same may be noted by all bidders.

Refer **Annexure-A5**, for rates to be arrived by BHEL.

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Note:

1. Total **lump sum amount** quoted shall be for the total quantity indicated, for the total contract duration as per tender.
2. The quoted **amount** shall be inclusive of all taxes and duties levied or to be levied both by Central and State Government authorities from time to time, except applicable GST. Applicable GST% shall be indicated, separately as required in tender, online. Goods & Service Tax will be paid extra on production of documentary evidence.
3. The contractor shall quote only the lowest possible amount that can be offered for the intended quantity. Quotation should be valid for a period of 120 days from the date of Technical bid opening.
4. In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders. In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a draw of lots, in the presence of the respective L-1 bidder(s) (or their representatives). (Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.
5. The **amount** quoted shall remain firm and valid during the entire period of contract (including extended period if any) and no extra payment will be reimbursed to the contractor by BHEL.
6. The tenderer by participating in this tender, hereby confirms they had read and accepted all the Terms and conditions in Tender Schedule, also amount quoted with inclusive of any taxes and duties levied except Goods & Service Tax (GST) etc. has been considered by the tenderer for the total contract period.
7. No other pre-conditions along with your offer will be entertained by BHEL.
8. The contractor while quoting shall take care of units specified against every item in bill of quantities.
9. Evaluation of the offer shall be done on "Net Cash outflow to BHEL after taking into account applicable Taxes and Duties" and overall (package) L1 basis. The L1 position based on the quoted values (subject to calculations) excluding applicable Goods & Services tax (GST), will not necessarily mean L1 for a vendor, but the net liability to BHEL, after considering the Goods & Services tax (GST) criteria for all the vendors who had participated in the tender. In case of exemption from the payment of Goods & Services tax (GST), the vendor has to submit a declaration along with the tender. For such exempted vendor, Vendor cannot claim GST from BHEL, during the execution of the contract (if awarded) even if their status under GST changes to regular tax payer.