

NAME OF WORK: WORKS CONTRACT FOR HOUSEKEEPING WORKS IN FACTORY COMPLEX AND PERIPHERAL BUILDINGS FOR BHEL-TRICHY FOR 2024-25.

Enquiry No: 94724 00009/ 01.02.2024- GEM/2024/B/4420896

BHARAT HEAVY ELECTRICALS LIMITED- TIRUCHIRAPPALLI-620 014

WORKS CONTRACTS MANAGEMENT

NOTICE INVITING e-TENDER (GeM)

PART-I (TECHNO COMMERCIAL BID)

1.	Tender Ref. No.: GeM Bid No.:	94724 00009/ 01.02.2024 GEM/2024/B/4420896
2.	Tender Type	Open Tender-Two Part (e-Tender)
3.	Description of work	WORKS CONTRACT FOR HOUSEKEEPING WORKS IN FACTORY COMPLEX AND PERIPHERAL BUILDINGS (Unit 1 & 2, SSTP, MHD, HRDC, 24, 53, OHS, MODEL CENTRE, RPS, EDP, FCB, CCDP, WRI, CRC AND MD HALL, VEHICLE PARKING SHED etc,) BHEL-TRICHY FOR 2024-25.
4.	Location of work	BHEL Trichy (Tamil Nadu)
5.	Period of contract	24 (Twenty-Four) Months from the date of award of contract.
6.	Earnest Money Deposit (EMD)	₹ 2,00,000.00/- (Rupees Two Lakhs only)
7.	PERFORMANCE SECURITY / SECURITY DEPOSIT	5% of the Contract value should be paid fully before commencement of work.)
8.	Tender Document details	Technical bid pages from 1 to 59
9.	Mode for submission of offer	No physical submission of Tender. Tender only to be submitted electronically through GeM portal (https://gem.gov.in/) only.
10.	Contact details for queries related to tender	Shri K Prasath Sr. Engineer / WCM; 0431 257 1573; e-mail: prasath@bhel.in Shri Dineshwar Pahan, Addl. Engineer /WCM 0431-257 4564; e-mail: dineshwar@bhel.in
11.	Contact details for queries related to scope of work	Shri B Rajabalan/Manager / CIVIL FACTORY MAINTENANCE 0431-2574109, EMAIL: rajabalan@bhel.in Shri T Aaruyir Yogaa/Sr. Manager/ Civil Factory Planning and Designs, 0431-2574559 EMAIL: tayogaa@bhel.in
12.	Last Date for Receipt of Tender	12.02.2024 / 15:00 Hrs.
13.	Date of Techno Commercial Bid Opening	12.02.2024 / 15:30 Hrs.
	<u>This two-part e-tender consists of the following:</u> Part – I (A): Pre-qualification Bid 1. Earnest Money Deposit (EMD) Part – I (B): Techno-Commercial Bid 2. Qualifying criteria for the contract 3. Scope of work, Bill of quantity and technical terms & conditions Including Annexures 4. General terms & conditions of the contract 5. Annexures (Q1, Q2, Q3 & Q4 etc.) Part – II: Price Bid	

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INSTRUCTIONS TO THE TENDERERS

1. GENERAL INSTRUCTIONS:

- 1.1. Tender only to be submitted electronically by logging to GeM portal i.e. <https://gem.gov.in/>. Physical submission of Tender shall not be accepted.
- 1.2. **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.**
- 1.3. **In case of offline payments, the hardcopies of EMD documents for e.g. DD to be 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.**
- 1.4. 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 **superscribing "Name of Work", "Enquiry number & date"** to the Tender Inviting Authority, within the bid submission date and time for the Tender.
- 1.5. Any deviation to this Tender terms & conditions, and schedules of this Tender will lead to total rejection of the offer submitted.
- 1.6. 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 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.
- 1.7. The Tender schedule and the Tender shall be deemed to form an integral part of the contract to be entered into for this work.
- 1.8. Tenderer shall sign the Tender documents for having accepted the conditions and upload in GeM portal.
- 1.9. Tender can be cancelled at any stage due to unavoidable circumstances.
- 1.10. 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.
- 1.11. 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.
- 1.12. **If the contractor back outs after opening of Tender or In case contract is not executed by contractor after award and acceptance of contract, BHEL may exercise the right to forfeit EMD, Performance Security / BG of such contractors and also suitable and penal action will be taken as per GeM GTC**
- 1.13. BHEL reserves the right to increase or decrease the Tendered quantity and BHEL does not guarantee ordering of any minimum quantity.
- 1.14. 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.
- 1.15. BHEL reserves the right to reject the Tender, if it contains any tampering to the Tender documents submitted by the bidder, at any stage.
- 1.16. The labors engaged under this contract cannot be deployed in any other work. Violation of this rule will be viewed seriously.
- 1.17. 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.
- 1.18. 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 clauses, BHEL will not consider them for further participation in the Tender/ reject such Tender/contract.

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IMPORTANT POINTS TO BE TAKEN CARE OF WHILE SUBMITTING OFFER:

- 1) **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.
- 2) 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.
- 3) Vendors are advised to get themselves acquainted with the site conditions, the scope / work details before submitting the offer.
- 4) The contractor shall quote only the lowest possible rate, inclusive of all taxes including GST that can be offered for the intended quantity.
- 5) 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.
- 6) Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
- 7) 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 1nd the Tender shall be deemed to form an integral part of the Contract to be entered into for this work.
- 8) Late and Delayed Tenders will be summarily rejected and under no circumstances, it will be considered and accepted.
- 9) All corrigenda/addenda/amendments/time extensions/clarifications, etc. to the Tender will be hosted on GeM portal, BHEL website only (i.e. <http://www.bhel.com>), and will not be published in any other media. Bidders should regularly visit above website(s) to keep themselves updated.
- 10) 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 GeM GTC, 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.
- 11) The contractor shall follow norms of BHEL security system for movement of men & materials within the complex including biometric system.
- 12) The contractor shall strictly adhere to various labour laws in force.
- 13) 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.
- 14) 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.
- 15) The rate offered shall provide for the complete cost towards labour, supervision, profits & overheads, and all other incidentals inclusive of applicable GST (As per BOQ), GST will be reimbursed on production of valid documentary proof for having paid the GST.
- 16) Statement of completed works with detailed certified shall be submitted by the contractor in the last week of every month for processing their bill.
- 17) Works shall be carried out as per relevant IS standards and rules adhering to necessary safety precautions.
- 18) In case of opening day falls on holiday or happened to be declared as a holiday, opening of the Tender shall automatically fall on the same timing of the next working day.
- 19) 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.
- 20) **The Parties who have been suspended or black listed or under interim suspension by BHEL Trichy-14 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.** The list of banned Hold / Under Interim Suspension firms is available on BHEL web site (www.bhel.com)

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→ Tender Notification → List of Banned Firms).

- 21) Similarly, the offers of the bidders who are black listed or under interim suspension or suspended (under hold/ delist) for business dealings by BHEL shall not be considered. Please note that **their name will be removed from the list of debarred firms across BHEL** after expiry of specified suspension period as per the lifting/ restoration of suspension (Ban/Hold/ De-list) of business dealing. **Wherever suspension is lifted, a communication to this effect will be given by the concerned units to the concerned suppliers/ contractors.**
- 22) BHEL, at its discretion, may extend the duration of contract, beyond initial contract duration, on mutual consent.
- 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, whichever as the case may be.
- 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. 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 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.

33) Signing the Tender:

- 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.
- 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

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- 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.

PART – I (A)

PRE-QUALIFICATION / EMD

1.1 EARNEST MONEY DEPOSIT (EMD) AMOUNT: ₹ 2,00,000.00/- (Rupees Two Lakhs only)

- 1.1.1 EMD given by all unsuccessful tenderers will be refunded after award of contract.
- 1.1.2 EMD shall not carry any interest.
- 1.1.3 EMD of successful tenderer will be retained as part of Security Deposit.
- 1.1.4 EMD should be valid on the tender opening date.

1.2 EMD WAIVER DOCUMENTS:

- 1.2.1 EMD is waived off for MSE (Micro and Small Enterprises only) vendor by submitting **UDYAM** certificate.

1.3 MODES OF DEPOSIT OF EMD AMOUNT:

The EMD may be accepted only in the following forms:

- 1.3.1 Electronic Fund Transfer credited in BHEL account (before tender opening) - Online Payment procedure for EMD and SD amount attached (Annexure – Q3) for vendors' reference. (SBI-eCollect / NEFT is the preferred mode of payment for EMD).
- 1.3.2 Demand draft, in favour of BHEL, Trichy-14 payable at Trichy (along with offer).
- 1.3.3 Fixed Deposit Receipt (FDR) issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
- 1.3.4 In addition to above, the EMD amount in excess of ₹2 lakhs (TWO LAKHS) will also be accepted in form of Bank Guarantee from scheduled bank provided the Bank Guarantee is valid for at least six months from the due date of tender submission. For instance, if EMD amount is ₹2,50,000/-, BG can be submitted for ₹50,000/- and rest ₹2,00,000/- to be submitted through other modes mentioned above.

1.4 FORFEITURE OF EMD:

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

- 1.4.1 After opening of price bid the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender, which is not acceptable to BHEL.
- 1.4.2 The Contractor fails to deposit the required Performance Security or commence the work within 15 days of LOI/ WO/ Contract.
- 1.4.3 EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines. Abridged version of the guideline is available in www.bhel.com.

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PART – I (B)
TECHNO-COMMERCIAL BID
QUALIFYING CRITERIA FOR THE CONTRACT

Sl. No.	Qualifying Criteria	DETAILS
A	<p><u>Status of the company :</u></p> <ul style="list-style-type: none"> • Proprietorship: PAN card on owner name • For partnership firms: PAN card and PARTNERSHIP DEED • For others: PAN card in the name of company / firm / business and CERTIFICATE OF INCORPORATION / MOA and AOA. • GST Certificate (If applicable) <p>MSE Vendor – Proof as per tender condition (If applicable)</p>	Copy to be uploaded in GeM portal
B	<p><u>FINANCIAL SOUNDNESS:</u> Average Annual financial turnover for any of the three consecutive years during the last five financial years i.e. 2018-19, 2019-20, 2020-21, 2021-22 & 2022-23 shall be equal to or more than ₹71.87 lakhs per year</p> <p>Documents to Prove Financial Soundness of the Firm (in any of the following manner given below) for any three consecutive years out of five years i.e.</p> <p>Self-attested copy of Income Tax Submission Acknowledgment (SARAL), Audited Profit & Loss account and Balance Sheet indicating CA membership number for above-mentioned Financial Years.</p> <p style="text-align: center;">OR</p> <p>Auditor's certificate (with CA membership no. / UDIN) for consolidated minimum average annual turnover (as given above) should be enclosed.</p>	Copy to be uploaded in GeM portal
C	<p><u>EXPERIENCE CRITERIA:</u></p> <p>Experience of having successfully completed similar works during last 7 (seven) years i.e. since 01.01.2017 to 31.12.2023 in any Central / State Govt. / PSU / Private company with either of the following.</p> <p>Three Similar completed works costing not less than the amount equal to of ₹95.82 lakhs each</p> <p style="text-align: center;">(or)</p> <p>Two similar completed works costing not less than the amount equal to ₹119.78 lakhs each</p> <p style="text-align: center;">(or)</p> <p>One similar completed works costing not less than the amount equal to of ₹191.65 lakhs.</p> <p>Similar work means Housekeeping works / sanitation works / Manpower supply works / Any Civil Works / Structural Fabrication, Erection works / O&M works / Horticulture works.</p> <p>While arriving the value of work executed / completed, the cost of materials issued at free of cost shall not be considered.</p> <p>(Experience proof from BHEL shall contain work order copies and experience proof from other than BHEL shall contain work order / Documentary evidence (WO /Agreement/ Completion certificate) Above experience other than BHEL to be supported by TDS (Tax Deducted at Source) certificate issued by the organization OR Form 26 AS OR Bank</p>	Details to be filled and documentary evidence to be uploaded in GeM portal

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	statement for transaction of payment.)	
D	Income Tax Registration (PAN) (Copy of PAN to be uploaded)	Details to be filled and documentary evidence to be uploaded in GeM portal
E	GST Regn. No. (Copy of GST to be uploaded) Declaration to be attached 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 taxpayer).	
	% OF GST APPLICABLE TO THE VENDOR FOR THIS WORK (In case of GST exempted vendor they can put NIL)	
F	Acceptance to Scope of work and General Terms and conditions of Contract. (Duly signed and sealed copy of Tender Document to be uploaded)	Copy to be uploaded in GeM portal
G	“No deviation & Declaration certificate” on bidder’s Letter head as per enclosed Annexure-Q1 of tender document (Duly signed and sealed copy to be uploaded)	Copy to be uploaded in GeM portal
H	Integrity pact as per the FORMAT -1 in tender document to be duly signed and sealed with witness and copy to be uploaded	Copy to be uploaded in GeM portal
I	ESI Registration (Copy of ESI Registration to be uploaded)	Copy to be uploaded in GeM portal
J	EPF Registration (Copy of EPF Registration to be uploaded)	Copy to be uploaded in GeM portal
	STATUTORY REQUIREMENTS:	
1	Labour License (if available) (Copy of Labour license to be uploaded if applicable) Vendors not having Labour License shall immediately get registered after award of work to comply with statutory requirements. If vendor fails to get Labour License within 30 days from start of work, SD shall be forfeited and penal action shall be taken as per extant rules of GeM.	Copy to be uploaded in GeM portal
Note: <ol style="list-style-type: none"> EMD /Pre Qualifying Criteria values 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. 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. At any stage, BHEL may ask for original documents and contractor has to submit the same 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, GeM Policy / Procedural Actions in whatsoever manner as deemed fit. 		

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CONTRACTUAL CONDITIONS:-

1. CRITERIA FOR AWARD OF WORK (GeM Bid Method)

Single Packet Method:

Technical & Price bids will be opened on the same day. Subsequently L1 Bidder Technical bid only evaluated, if they technical qualified, order will be issued to same L1 bidder. If L1 bidder technically dis-qualified then the process will continue until selecting technically qualified bidders L2, L3.... If more than one bidder quoted the same Price (Multiple L1), then the L1, L2.... will be decided by MS Excel random number generation method. (GeM random selection method will also be used if required) All eligible bidders will be informed through email for witnessing the random number generation.

Non-MSE bidder and MSE purchase preference non-selecting bidder in GeM portal will be excluded from Random number generation.

2. MSE BENEFITS: Applicable as per GeM GTC

3. BENEFITS TO STARTUPS: Start-up companies will be exempted as per government norms. In terms of work Experience & Turnover, such vendors need to meet atleast 50% of financial turnover & atleast 50% of similar experience on eligibility criteria in the tender

4. SPLITTING:

1. Works will be awarded to maximum of **three contractors (including L1)** only and the condition of distribution.

Whenever, the numbers of qualified responses (N) are three or more, the distribution shall be limited to (N-1) qualified vendors including L1 bidder and each accepting to L1 rate.

i.e., if there are 4 or more qualified responses, distribution will be done for 3 vendors only as per case 1.

If there are 3 qualified responses, distribution will be done for 2 vendors only as per case 2.

However, if there are 2 qualified responses, distribution will also be as per case 2.

Subject to the above, distribution of work will be as follows,

Case 1: In case of three vendors remain, the split will be in the ratio of

49% [L1- Unit 1]

33% [V2-Outside Buildings, SSTP, MHD, HRDC]

18% [V3-Unit II]

Case 2: In case of two vendors remain, the split will be in the ratio of

65% [L1-Unit 1 & 2]

35% [V2-SSTP, MHD, HRDC, outside buildings]

Case 3: If no vendor accepts L1 rates, entire work will be awarded to L1 vendor.

V2, V3 represents vendors accepting L1 rates, based on order of ranking.

% indicated are approximate. Ref Quantity breakup given in the price bid.

2. Counter offering to Vendors for accepting L1 rates, will be based on order of ranking and as per the GeM Conditions.
3. In case of non-performance, within stipulated time, for reasons other than BHEL, the work split may be altered, to other performing vendors.
4. On awarding contract to more than one vendors, if any of the contractor defaulting from the Tender terms and scope of work, Contract will be allocated to the other performing vendors, also action will be taken against the defaulting vendor as per GeM GTC. If no vendors are accepting to execute the default portion of contract, risk and cost purchase will be operated for the default portion of the Contract.

5. REVERSE AUCTION: No.

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6. Part – II: Price Bid quoting details :

Price to be quoted in GeM portal only.

Important Instruction to Bidder: (Price Bid)

Quoted value should be inclusive of GST i.e., Quoted Value = Rate + GST amount

Please quote the value with GST amount.

7. Period of Contract:

The successful bidder/s will be awarded contract for period of **24 months**. BHEL may extend at its discretion the period of contract for a further period on the same terms and conditions mutually agreed upon.

8. CONTRACT BILL PAYMENT TERMS:

- 8.1 **Payment shall be recommended for the actual deployed service point only.** All works are to be done as per the frequency and quantity as indicated in **per Annexure-A1, B1, C1, A2, B2, C2, A3, B3, C3, A4, B4 & C4** in respective areas and as directed by the engineer-in-charge.
- 8.2 Payment will be made after completion of work on pro-rata basis based on actual work executed as per BOQ after acceptance and certification of Area in charge (BHEL Executive). Payment shall be made as follows on submission of bill complete in all respect.
- I. 90 days on issue of CRAC / SDA for Non MSME
 - II. 60 days on issue of CRAC / SDA for Medium (UDYAM Certificate to be submitted)
 - III. 45 days on issue of CRAC / SDA for MSE (for Micro and Small enterprises only- UDYAM Certificate to be submitted).

If UDYAM Certificate not submitted substantiating the same, payment will be processed in Non MSME basis

- 8.3 The Contractor should submit the bill within a week after at the end of each month in triplicate copies detailing the various items of work done during the month supported by the requisitions issued from time to time. The Contractor shall, once in every month, submit to the respective area HOD separately details of their claims for the work done by them up to and including the previous. He should in addition furnish a clear certificate to the effect that the claims submitted by him as aforesaid cover all his claims and that no further claims shall be raised by him in respect of the work done up to and including the period under report. Payment will be at the sole discretion of BHEL.
- 8.4 Along with bills, Contractors has to furnish copy of the following documents for further processing of bills:
- a) Copy of payment challan of previous Month / Quarter as proof of deposit of GST along with a certificate from the Contractor that GST collected from BHEL has been remitted to tax authorities
 - b) Bills should be submitted along with all necessary documents, challans for ESI /PF and returns etc. as applicable under contractor's statutory liability and this contract.
 - c) Any other relevant document which is required from time to time as per BHEL requirement.
- 8.5 If the Contractor is not registered for any statutory obligation and not liable thereto, then a declaration should be submitted along with offer that they are within the threshold limit.
- 8.6 No advance may be paid for operational or any other expenses.
- 8.7 Goods and Services tax will be payable extra by BHEL at prevailing rates and corresponding TDS will be made as per Government norms.
- 8.8 Bills for every month shall be prepared by the Contractor on the basis of actual services provided with at least minimum numbers of service points as specified by BHEL and submitted to Engineer incharge for verification. Payments will be effected on actual basis after certification by the Engineer incharge. All the bills of contractors will be cleared by Finance Department subject to production of "Clearance Certificate" by the contractors in respect of compliance of all statutory requirement, issued by the Contract Cell of Human Resources Management.

Work measurement & Billing procedure:

This is a works/service contract involving minimum service points. Accordingly, the actual work done will be measured as follows:

- a) Actual work done with respect to BOQ mentioned in the contract/tender.
- and

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- b) The above work needs to be executed by engaging minimum number of service points mentioned in the contract/tender page No 15. Clause No: d.
Any shortfall of service / works / engaging minimum Service points, proportionate reduction of work/service measurement will be made and contractor will be eligible to claim only for the reduced service out of a & b mentioned above.

9. LIQUIDATED DAMAGES (LD)/PENALTY:

- 9.1 If the tenderer fails to mobilize the service points and provide services as per the tender and indicated in Work Order or at any time repudiates the contract then BHEL, without prejudice to any other right or remedy available to it under the contract, may at its discretion shall have right to Recover from the contractor, liquidated damages and not by way of penalty, a sum of 1% (one percentage) of total value of the contract (excluding taxes) per day of delay in mobilization. In such a case, BHEL may also terminate the contract and forfeit Performance Security if delay extends beyond 5 days.
- 9.2 If contractor fails to supply sufficient minimum specified service points mentioned in the Table A or as instructed by BHEL on any particular day for any of the category, BHEL shall have the right to levy penalty and will be calculated @ 1.5 times of per day rate of corresponding category of staff and number of staff not supplied (prevailing minimum wages, DA, statutory payments) shall be deducted as a penalty.
- 9.3 Penalty will be recovered from the running bills as per the Annexure P for delayed executions as per frequency mentioned in Annexure –A1, A2, A3 & A4 or as per instructions from engineer in charge based on work requirement or non-completed quantity of works due to insufficient service point, inefficient workmen or cleaning not carried out to the satisfaction and instructions of Engineer in charge.
- 9.4 For all items of cleaning, required quantity of consumables as per Annexure B1, B2, B3 & B4 & C1, C2, C3 & C4 should be supplied 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.**

Recovery Rates for Non-Supply of Consumables

Sl No	Consumable Item	Unit	Recovery Rate (INR)
1	Exo Powder or Equivalent	Kg	26.40
2	Bleaching powder	Kg	53.25
3	Washing Soda	Kg	81.15
4	Phenyl Liquid	Ltr	29.70
5	Soap oil	Ltr	33.00
6	Sanitary scent	Ltr	885.00
7	Colour cubes	Nos	3.83
8	Dettol Liquid	Ltr	274.50
9	Harpic / Eq	Ltr	148.50
10	Napthelene balls	Kg	251.70
11	Muttu brash	Nos	62.93
12	Nylons Scrubber	Nos	9.00
13	PVC LCR brush	Nos	74.25

14	Sundry brush	Nos	135.00
15	Shop floor cleaning brushes	Nos	209.78
16	Mop thread	Nos	118.50
17	Mop stick	Nos	69.98
18	Flower brooms (Soft Broom)	Nos	107.25
19	Brooms (coconut)	Nos	52.80
20	5-Litre Bucket & Mug	Set	111.90
21	Bio medical garbage bag	Kg	225.00
22	Maller (road cleaning brooms)	Nos	201.00
23	Cob-web remover	Nos	150.00
24	Saw dust (tree cutting powder)	Kg	27.00
25	Cotton waste	Kg	100.50

- 9.5 **If contractor fails to supply sufficient consumables as per per Annexure-A1, B1, C1, A2, B2, C2, A3, B3, C3, A4, B4 & C4 of respective schedules recovery will be made as per the Annexure P. Penalty**
- 9.6 Cancellation of the work order will be consider as Breach of Contract and BHEL reserves the right to award the work at to some other alternate sources.
- 9.7 In the event of any successful Tenderers failure to fulfil any of the tender/Contract obligations as per Contract/ Agreement, BHEL may entrust the job to alternate vendor, and get it completed to meet the BHEL requirement and contractor who failed to complete the job will be consider as Breach of Contract . The decision of BHEL will be the final in this regards-
- 9.8 The penalty will be restricted to 10% of the contract value. In case of any change of order value, penalty shall be subject to a maximum of 10% of the revised order value.

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9.9 Failing to commence the work after award of work will also be considered as “breach of Contract”. In such cases, appropriate action shall be taken as per tender conditions.

10. Tender Price: Applicable for (PRICE BID-Schedule-1) Service point Category only

- a. Unless explicitly stated in the Tender document, the contractor shall be responsible for the whole works, based on the schedule of works, bill of quantities and payment shall be made as per accepted rates based on the activities carried out as in the scope of work.
- b. While quoting the “service charge”, bidders should consider all cost elements like financing cost, cost of maintenance of accounts, insurance-premium overheads, profit margins, conveyance charges, amount of security deposit, statutory requirements / obligations, contractual obligations and any other expenditure as deemed relevant by the bidder or cost of any other item under its scope and to meet any expenses / exigencies (including bearing of penalty by bidder as per Tender document) so as to ensure continuity of services. While quoting the price, the bidder must keep in view the prevailing applicable minimum wages of the Government of Tamilnadu. It is the responsibility of the bidder to educate himself about all obligations to be performed under the contract, the financing cost, administrative expenses, statutory liabilities, etc and then submit the price accordingly
- c. If a bidder quote “Nil” service charge, the bid shall be treated as unresponsive and will not be considered for evaluation. Bids without any element of cost over and above wages / statutory payments (or below it) shall be treated as “Nil” price quotation and would be rejected. The contractor shall be liable for all kinds of dues payable in respect of all personnel provided under the contract and BHEL shall not be liable for any dues for availing the services of the personnel.
- d. The bidders are advised to quote the “Service Charges” in terms of percentage of total charges arrived above. The service charge quoted in the price bid shall be exclusive of GST. GST shall be payable as applicable on actual.
- e. Lowest “Service Charge” received against the Tender need not be acceptable to BHEL and in that case BHEL would not consider the same for Award of Contract. BHEL would negotiate or re-float the Tender if L1 price is not the lowest-acceptable price to them inter-alia other reasons.

11. Applicable Contractual Variations Applicable for (PRICE BID-Schedule-1) Service point Category only

Within the validity or any extension of contract thereof, “Service charge” shall remain Firm (in terms of percentage) without any escalation / variation for any reason, whatsoever, unless specifically provided herein. Contractor’s obligation shall remain unaffected by such escalation / variation. However, during the validity of contract period, the contract value will vary depending on the followings:

- a. Rates of basic plus VDA (subsequent to floating of this Tender), as & when notified by Govt. of Tamilnadu will be applicable in the contract and accordingly the monthly bills of the contractor will get amended against the documentary evidence.
- b. Rates of EPF / EPS / EDLI / ESI /Min. monthly bonus etc. (subsequent to floating of this Tender), as & when notified by governing statutory authorities will be applicable in the contract and accordingly the monthly bill(s) of the contractor will get amended against the documentary evidence.

12. INTEGRITY PACT (IP)

1.1 IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

SI	IEM	Email
1	Shri Otem Dai, IAS (Retd.)	iem1@bhel.in
2	Shri Bishwamitra Pandey IRAS (Retd.)	iem2@bhel.in
3	Shri Mukesh Mittal, IRS (Retd.)	iem3@bhel.in

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- 1.2 The IP as enclosed with the Tender (Format-1) is to be submitted (duly signed by authorized signatory) along with techno-commercial bid. Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification
- 1.3 Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the Tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

Note:

No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc on the Tender issued. All such clarification/ issues shall be addressed directly to the Tender issuing (procurement) department's officials whose contact details are provided below:

Details of contact person(s):

(1)

(2)

Name: M Sudala Srinivasan Designation : Manager Dept: Works Contracts Management Address: Bldg. 24 3rd Floor, HPBP, BHEL Trichy-14 Phone: 0431-2575478 Email: mssvasan@bhel.in	Name: K PRASATH Designation : ENGINEER Dept: Works Contracts Management Address: Bldg. 24 3 rd Floor, HPBP, BHEL Trichy-14 Phone: 0431-2571573 Email: prasath@bhel.in
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2 SCOPE OF WORK, BILL OF QUANTITY AND TECHNICAL TERMS & CONDITIONS

List of contents:

- 2.1 Scope of work
- 2.2 General instruction for work execution of Contract
- 2.3 Penalty
- 2.4 Annexure A1 - Quantity & Frequency of Cleaning (Unit-I)
- 2.5 Annexure B1 - Monthly Requirements for Toilet Cleaning (Unit-I)
- 2.6 Annexure C1 - Monthly Requirements of Consumables for Sweeping & Swabbing (Unit-1)
- 2.7 Annexure A2 - Quantity & Frequency of Cleaning - Unit 2
- 2.8 Annexure B2 - Monthly Requirements for Toilet Cleaning (Unit-2)
- 2.9 Annexure C2 - Monthly Requirements of Consumables for Sweeping & Swabbing (Unit-2)
- 2.10 Annexure A3 - Quantity & Frequency of Cleaning for MHD, SSTP, HRDC, Hostels & MHD
- 2.11 Annexure B3 - Monthly Requirements for Toilet Cleaning at SSTP, HRDC, Hostels & MHD
- 2.12 Annexure C3 - Monthly Requirements of Consumables for Sweeping & Swabbing at SSTP, HRDC & MHD
- 2.13 Annexure A4 - Quantity & Frequency of Cleaning - Outside Buildings
- 2.14 Annexure B4 - Monthly Requirements for Toilet Cleaning - Outside Buildings
- 2.15 Annexure C4 - Monthly Requirements of Consumables for Sweeping & Swabbing - Outside Buildings

2.1 Scope of Work:

2.1.1 Engaging the service points for the following activities for the area Table-A mentioned below:

- 2.1.1.1 Sweeping, cleaning, washing and swabbing the shop floors areas but excluding areas covered by machineries, furnaces, etc., in all shop buildings include cloak room/rest room, offices, staircases, swabbing of AC/PC rooms, conference halls, cobweb removal in office areas only & cleaning of dining hall, etc. complete.
- 2.1.1.2 Scrubbing and cleaning of oily substances in the floors inside shop areas, as per instructions of Engineer-in-charge.
- 2.1.1.3 Sweeping of roads, footpath, car sheds, drains, platform, open spaces, Vehicle shed, surrounding area of buildings, side & backspaces in between blocks and other area as identified & instructed by engineer-in-charge.
- 2.1.1.4 Sweeping, cleaning & swabbing of office premises, AC rooms, Wiping down air conditioner vents in AC rooms.
- 2.1.1.5 After sweeping all the waste, dust, garbage, etc. to be disposed off to the nearby dustbins / dumping site as instructed by Engineer-in-charge (for the above A. B.C & D).
- 2.1.1.6 Cleaning all toilets, bathrooms, Toilet block floors, washbasins, Tea-points.
- 2.1.1.7 Spraying chemicals for disinfection/mosquito / cockroach control inside factory and also, for fogging operation in the entire area. All as directed by the department. All the required chemicals, equipment's, machineries, etc. will be provided by BHEL at free of charges.
- 2.1.1.8 Disposal of dead animals including burying the animals at designated places in Factory complex (inside/outside) as directed by Engineer-in-charge. All the tools & plants, materials required are in the scope of contractor.

2.1.2 MD Hall:

- 2.1.2.1 Sweeping, cleaning, washing and swabbing the auditorium as per required frequency, cleaning includes hall, stage, gallery front area, offices, staircases, and surrounding, swabbing, cobweb and dust removal as required. After sweeping all the waste, dust, garbage, etc. to be disposed off to the nearby dustbins / dumping site as instructed by Engineer-in-charge.

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2.1.3 Operation of track mounted Garbage Compactor:

- 2.1.3.1 Operation of track mounted Garbage Compactor of 4 Ton (6 cum) capacity at all areas of BHEL factory complex. The scope of work includes driving the vehicles to the required locations moving / lifting the garbage bins to required positions.
- 2.1.3.2 Loading the garbage from by lifting the bins to the compactor, compacting, transporting, unloading and disposing in specified areas with proper signalling guidance by helpers without affecting the traffic flow by taking necessary safety precautions.
- 2.1.3.3 Attending minor maintenance of vehicle including filling of fuel, oil which will be supplied by BHEL at free of cost etc., complete with help of a skilled drivers and two helpers.
- 2.1.3.4 The driver should possess valid heavy vehicle licence. All the operations shall be as per the manufacturer's specifications, safety norms and instructions of Engineer in charge. The rate is for a day of 08 hours of working.

2.1.4 Operation of road sweeping machine ride on diesel engine operated Model TPS-VAC-SWEP-3D in all roads and yards of BHEL factory complex:

- 2.1.4.1 The scope of work includes operating the machine for sweeping the required area with proper signalling guidance by one helper and without affecting the flow of traffic by taking necessary safety precautions,
- 2.1.4.2 Attending minor maintenance of vehicle including filling of diesel and oil, cleaning etc., complete with help of a driver (should possess a valid LMV licence) and a helper. All as per the instruction of engineer-in-charge.
- 2.1.4.3 The rate is for a day of 08 hours of working.
- 2.1.4.4 The sweeping machine and required diesel & oil will be provided/ supplied by BHEL at free of cost. Area wise cleaning frequency indicated in respective Annexure A1, A2, A3 & A4

TABLE-A

For Understating the area vendor may visit BHEL before quoting.

Area	Buildings covered	Per day service points to be deployed			QUANTITY & FREQUENCY OF CLEANING	Supply of Consumables MONTHLY REQUIREMENTS	
		Service Points category	Qty	Total		FOR TOILET CLEANING	FOR SWEEPING & SWABBING
Unit I	Bldg 1 ,50 ,5,6 areas & its allied buildings in and around	Unskilled	50	54	Ref Annexure-A1 (Page 18 of 59)	Ref Annexure- B1 (Page 19 of 59)	Ref Annexure-C1 (Page 20 of 59)
		Skilled	2				
		Supervisor	2				
Unit II	includes Bldg 107,108,117,123 areas & its allied building in and around	Unskilled	17	18	Ref Annexure-A2 (Page 21 of 59)	Ref Annexure- B2 (Page 22 of 59)	Ref Annexure-C2 (Page 23 of 59)
		Supervisor	1				
SSTP	Includes Hotmill, Cold Mill areas & its allied areas of SSTP and MHD & HRDC	Unskilled	18	19	Ref Annexure-A3 (Page 24 of 59)	Ref Annexure- B3 (Page 25 of 59)	Ref Annexure-C3 (Page 26 of 59)
		Supervisor	1				
Outside Buildings	(Includes BUILDING 24, 53, OHS, MODEL CENTRE, RPS, EDP, FCB, CCDP, WRI, CRC AND MD HALL, VEHICLE PARKING SHED AREAS . AT OUTSIDE FACTORY PERIPHERAL AREA)	Unskilled	17	18	Ref Annexure-A4 (Page 27 of 59)	Ref Annexure- B4 (Page 28 of 59)	Ref Annexure-C4 (Page 29 of 59)
		Supervisor	1				
		Supervisor	1				
Total				109			

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2.1.5 Supply of Consumables (cleaning materials) for the above work refer Annex B & C.

- 2.1.5.1 Area wise cleaning supplies to be used FOR TOILET CLEANING (monthly requirement- supply by contractor) indicated in respective Annexure – B1, B2, B3 & B4
- 2.1.5.2 Area wise cleaning supplies to be used FOR SWEEPING & SWABBING (monthly requirement -supply by contractor) indicated in respective Annexure – C1, C2, C3 & C4
- 2.1.5.3 Quoted rate shall include cost of labour charge, brooms, mallard, baskets, tools & plants, machineries, necessary chemicals, Harpic / Eqs and other cleaning materials, incidentals, etc and Sweeping and hand picking of debris, collecting & dumping the debris nearby dustbins/earmarked area etc.

2.2 General instruction for work execution of Contract:

- 2.2.1 Logbooks are to be maintained on daily basis for the executed quantity in line with frequency mentioned in the Annexure A1, A2, A3 & A4, which has to be approved by Engineer –in charge.
- 2.2.2 On placing of work order, before starting work the contractor should provide the plan for deployment of service points, area/building wise for BHEL approval and record & issue of entry pass. The deployed service points and machineries should meet the cleaning requirement given in Annexure A1, A2, A3 & A4 and vendor may be required to prove the same on demand from BHEL.
- 2.2.3 The contractor has to carry out all the works in BHEL Working days and If required by BHEL, works shall have to be carried out on Sundays and holidays too for which payment will be made as per the quoted rate and no other extra charges will be paid.
- 2.2.4 Besides the mentioned areas in the Table-A, the similar works has to be carried out in and around BHEL, Trichy Factory Complex area also in any day as instructed by Engineer in Charge in case of emergency and if required for which work shall be measured as per the quoted rate in the Bill of Quantities and no other extra charges shall be paid.
- 2.2.5 All the consumables should be approved by BHEL before effecting bulk supply / put into use. All the consumables, Tools & Plants used in the work shall be of approved quality and will be subject to periodical inspection by BHEL officials.
- 2.2.6 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.
- 2.2.7 Contractor is required to maintain proper logbook for the consumption of materials, log sheet for daily work done (sample format enclosed as ANNEXURE-D) 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.
- 2.2.8 Contractor should supply PPE items Like Minimum sets of Uniform, safety shoe/ waterproof shoe gloves to his workmen as mentioned below. Also, contractor shall ensure their working Group should wear uniform, safety shoe, gloves and identity card while on duty. The PPE items has to be supplied from the commencement date of work and if not supplied so, recovery will be made as per the rate as indicated from each running bills till the PPE items supplied.

Items	Recovery rate (in Rs)	Unit
UNIFORM	240	SET
SHOE	140	Pair
GLOVES	20	Pair

- 2.2.9 Once in a month, bill should be prepared for the actual service point deployed as per the daily log sheet (As per Annexure-D) and the same will be scrutinized, certified and forwarded to Finance for payment. Statement of deployment of service point, 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.
- 2.2.10 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.

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- 2.2.11 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.
- 2.2.12 The contractor has to carry out the work in production shops without affecting the day to-day production activities.
- 2.2.13 The contractor shall follow norms of BHEL security system for movement of men & materials within the complex.
- 2.2.14 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.
- 2.2.15 Covered area for the purpose of office / rest room for the contract workers will be provided by BHEL at free of cost depends upon the availability.
- 2.2.16 The decision of In-charge for this contract shall be final and binding on the contractor regarding any clarification. In all matters of disputes, the decision of the General Manager, BHEL, Tiruchirappali-14 shall be final and binding on the Contractor.
- 2.2.17 Water and electrical energy required for the work will be provided by BHEL at free of cost at the locations wherever possible.
- 2.2.18 The contractor 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.
- 2.2.19 The contractor has to make his own arrangements to provide refreshment for the workmen.
- 2.2.20 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.
- 2.2.21 Usually, working hours are limited to day time only (Shift Timings: – I Shift 06:00 Hrs – 14:30 Hrs, General Shift – 08:00 Hrs to 16:30 Hrs) and if required the shift timings shall be changed as per BHEL's requirement. In emergency cases to carryout works during nights, it may be done so with the specific prior permission of BHEL. In such case, it is to be carried out in the presence of BHEL officials or their authorized persons.
- 2.2.22 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. As the work areas are scatter, contractor should provide bi-cycle to his site supervisor for effective looking after the day-to-day activities.
- 2.2.23 Quoted rate shall include cost of labour, tools & plants, machineries, necessary chemicals, Harpic / Equivalents and other cleaning materials, etc.
- 2.2.24 Rate includes cost of labour, hire and running charges for tools and plants, machineries, etc., necessary chemicals, Harpic / Eqs and other cleaning materials, incidentals, etc., complete.

2.3 PENALTY:

ANNEXURE - P

Penalty will be imposed from the running bills at the rate mentioned below, for delayed execution as per frequency mentioned in Annexure –A1, A2, A3 & A4 or as per instructions from engineer in charge based on work requirement or non-completed quantity of works due to insufficient service points, inefficient workmen or cleaning not carried out to the satisfaction and instructions of Engineer in charge:

Sl. No.	Description of work	Unit	Penalty (Rs)
1	Toilet & Bathroom cleaning includes the cleaning of the total area cleaning of cloak room/rest room floor area.		
a	Water closet.	Each	15
b	Wash basin	Each	10
c	Urinal	Each	10
d	Wash trough	Each	10
e	Bath room	Each	10
f	Tea point	Each	10

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2	Sweeping, cleaning, swabbing the shop floors and office areas areas but excluding areas covered by machineries, furnaces, in all shop buildings, offices, staircases, swabbing of AC/PC rooms, conference halls, cobweb removal in office areas only cleaning of dining hall, etc. complete.		
a	Sweeping office area	M2	5
b	Sweeping shop floor area	M2	5
c	Sweeping and swabbing Air-conditioned / PC rooms and conference halls	M2	5
d	Cleaning of Dinning Hall	M2	5
e	Cob-web removal in office area only.	M2	5
3	Labour charges for spraying disinfection chemicals.	Man Hour	100
4	Sweeping of roads footpath, drains, platform, open spaces, Vehicle shed, surrounding area of buildings,	M2	5
5	Disposal of dead animals including burying the animals at designated places in Factory complex (inside/outside) as directed by Engineer-in-charge.		
a	Cattle	Each	500
b	Dog, Monkey, Peacock, etc.	Each	250
c	Rat, Cat, etc	Each	100
6	Scrubbing and cleaning of oily substances in the floors inside shop areas, as per instructions of Engineer-in-charge.	M2	10
7	Sweeping, cleaning, washing and swabbing the auditorium (MD Hall before/ after events).	Each	3000
8	Operation of track mounted Garbage Compactor of 4 Ton (6 cum) capacity at all areas of BHEL factory complex.	Day	2500
9	Operation of road sweeping machine ride on diesel engine operated Model TPS-VAC-SWEP-3D	Day	1000

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2.4 ANNEXURE A1 - QUANTITY & FREQUENCY OF CLEANING (UNIT-I):

Sl. No.	Description of work	Unit	Frequency	Quantity as frequency indicated	Cleaning Time (for the total quantity in a Day /Week/Month)	
					F.N	A.N
1	Cleaning, washing					
a	Water closet	Each	Daily	609	6.00 to 11.30	13.00 to 16.30
b	Wash basin	Each	Daily	862	6.00 to 11.30	13.00 to 16.30
c	Urinal	Each	Daily	717	6.00 to 11.30	13.00 to 16.30
d	Wash trough	Each	Daily	280	6.00 to 11.30	13.00 to 16.30
e	Bath room	Each	Daily	241	6.00 to 11.30	13.00 to 16.30
f	Tea point	Each	Daily	152	6.00 to 11.30	13.00 to 16.30
2	Sweeping, cleaning....					
a	Sweeping office area	100 sqm	Daily	628.03	6.00 to 11.30	13.00 to 16.30
b	Sweeping shop floor area	100 sqm	Daily	2144.14	6.00 to 11.30	13.00 to 16.30
c	Sweeping and swabbing Air-conditioned / PC rooms and conference halls.	100 sqm	Daily	172.88	6.00 to 11.30	13.00 to 16.30
d	Cleaning of Dinning Hall	100 sqm	Daily	12.79	6.00 to 11.30	13.00 to 16.30
e	Cob-web removal in office area only.	100 sqm	Monthly	589.27	6.00 to 11.30	13.00 to 16.30
3	Labour charges for spraying chemicals....					
a	Labour charges for spraying chemicals...	Hours	As required/ Daily	24	6.00 to 11.30	13.00 to 16.30
4	Sweeping of roads footpath, and when reqd.	100 sqm	As required/ Weekly	236.75	6.00 to 11.30	13.00 to 16.30
5	Scrubbing and cleaning of oily substances	100 sqm	As required	300	6.00 to 11.30	13.00 to 16.30
6	Disposal of dead animalscontd					
a	Cattle		As required	As required		
b	Dog, Monkey, Peacock, etc.		As required	As required		
c	Rat, Cat, etc		As required	As required		
7	Operation of track mounted Garbage Compactor	Day	Daily	1	8.00 to 16.30	
8	Operation of road sweeping machin	Day	Daily	1	8.00 to 16.30	
Note:	Where forenoon & after noon work is involved, 80% of work to be completed in Fore noon & remaining in afternoon.					

NAME OF WORK: WORKS CONTRACT FOR HOUSEKEEPING WORKS IN FACTORY COMPLEX AND PERIPHERAL BUILDINGS FOR BHEL-TRICHY FOR 2024-25.

Enquiry No: 94724 00009/ 01.02.2024- GEM/2024/B/4420896

2.5 ANNEXURE B1 - MONTHLY REQUIREMENTS FOR TOILET CLEANING (UNIT-I):

Material	EXO POWDER / EQ	BLEACHING POWDER	Phenyl Liquid	SOAP OIL	SANITARY SCENT	COLOUR CUBES	HARPIC / EQ	NAPTHELENE BALLS	MUTHU BRASH	NYLON SCRABER	LCR BRUSH	SUNDRAY BRUSH	MOP THREAD	MOP STICK	BROMES (COCONUT)	BUCKET & MUG	Bio medical garbage Bag
Unit	Kg	Kg	Ltr	Ltr	Ltr	Ea	Ltr	Kg	Ea	Ea	Ea	Ea	Ea	Ea	Ea	set	kg
Cleaning of water closet	100.08	5.07	44.97	0.96	0.96	0.00	8.08	0.00	16.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.06
Cleaning of wash basins	80.02	4.94	0.00	0.90	0.90	0.00	6.06	10.09	0.00	23.99	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Cleaning of urinals	49.97	5.04	18.09	0.94	0.94	9395.57	8.02	0.00	0.00	0.00	16.04	0.00	0.00	0.00	0.00	0.00	0.00
Cleaning of wash-troughs	74.99	5.03	8.01	1.02	1.02	0.00	5.97	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Cleaning of bath rooms	25.01	14.98	14.98	0.51	1.01	0.00	2.01	0.00	0.00	0.00	0.00	4.02	32.02	2.01	4.02	0.00	0.00
Cleaning of tea point	30.00	5.02	10.00	0.52	0.99	0.00	2.02	0.00	0.00	23.99	0.00	0.00	0.00	0.00	4.00	2.02	0.00
Total	360	40	96	5	6	9396	32	10	16	48	16	4	32	2	8	2	2
TOTAL QTY FOR 24 MONTHS	8640	960	2304	120	144	225504	768	240	384	1152	384	96	768	48	192	48	48

NAME OF WORK: WORKS CONTRACT FOR HOUSEKEEPING WORKS IN FACTORY COMPLEX AND PERIPHERAL BUILDINGS FOR BHEL-TRICHY FOR 2024-25.

Enquiry No: 94724 00009/ 01.02.2024- GEM/2024/B/4420896

2.6 ANNEXURE C1 - MONTHLY REQUIREMENTS OF CONSUMABLES FOR SWEEPING & SWABBING (UNIT-1):

Consumables items required every month.	soda washing	Phenyl Liquid	Soap oil	sanitary sent (perfume liquid)	Dettol	Flower brooms	Coconut brooms	Shop floor cleaning brushes	Mop Thread	Maller (Road cleaning brooms)	Cob-web remover	Mop stick	Bucket & Mug
Unit	KG	Ltr	Ltr	Ltr	Ltr	Each	Each	Each	Each	Each	Each	Each	SET
Sweeping office area	0.00	0.00	0.00	0.00	0.00	89.97	120.02	0.00	0.00	0.00	0.00	0.00	0.00
Sweeping shop floor area	0.00	0.00	0.00	0.00	0.00	0.00	120.41	15.05	0.00	0.00	0.00	0.00	0.00
Swabbing Air-conditioned / PC rooms and conference halls	12.00	48.01	3.51	4.00	0.27	0.00	0.00	0.00	40.00	0.00	0.00	3.01	3.01
Cleaning of dining hall	4.41	2.21	0.55	1.10	0.28	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Cob-web removal	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.87	0.00	0.00
Cleaning of Non approachable area by S/w M/C / Car scooter shed	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.08	0.00	0.00	0.00
Oil Cleaning	1.58	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL QTY.	18	50	4	5	0.55	90	240	15	40	1	2	3	3
TOTAL QTY FOR 24 MONTHS	432	1200	96	120	13.2	2160	5760	360	960	24	48	72	72

NAME OF WORK: WORKS CONTRACT FOR HOUSEKEEPING WORKS IN FACTORY COMPLEX AND PERIPHERAL BUILDINGS FOR BHEL-TRICHY FOR 2024-25.

Enquiry No: 94724 00009/ 01.02.2024- GEM/2024/B/4420896

2.7 ANNEXURE A2 - QUANTITY & FREQUENCY OF CLEANING - (UNIT 2):

Sl. No.	Description of work	Unit	Frequency	Quantity as frequency indicated	Cleaning Time (for the total quantity in a Day /Week/Month)	
					F.N	A.N
1	Cleaning, washing					
a	Water closet.	Each	Daily	178	6.00 to 11.30	13.00 to 16.30
b	Wash basin	Each	Daily	143	6.00 to 11.30	13.00 to 16.30
c	Urinal	Each	Daily	229	6.00 to 11.30	13.00 to 16.30
d	Wash trough	Each	Daily	54	6.00 to 11.30	13.00 to 16.30
e	Bath room	Each	Daily	67	6.00 to 11.30	13.00 to 16.30
f	Tea point	Each	Daily	39	6.00 to 11.30	13.00 to 16.30
2	Sweeping, cleaning,.....					
a	Sweeping office area	100 sqm	Daily	107.28	6.00 to 11.30	13.00 to 16.30
b	Sweeping shop floor area	100 sqm	Daily	1152	6.00 to 11.30	13.00 to 16.30
c	Sweeping and swabbing Air-conditioned / PC rooms and conference halls.	100 sqm	Daily	86.26	6.00 to 11.30	13.00 to 16.30
d	Cob-web removal in office area only.	100 sqm	Monthly	107.28	6.00 to 11.30	13.00 to 16.30
3	Labour charges for spraying chemicals...					
a	Labour charges for spraying chemicals...	Hours	As required/ Daily	10	6.00 to 11.30	13.00 to 16.30
4	Sweeping of roads footpath,.... and when required.	100 sqm	Weekly	48	6.00 to 11.31	13.00 to 16.31
5	Scrubbing and cleaning of oily substances	100 sqm	As required	30	6.00 to 11.30	13.00 to 16.30
6	Disposal of dead animals ...					
a	Cattle		As required	As required		
b	Dog, Monkey, Peacock, etc.		As required	As required		
c	Rat, Cat, etc		As required	As required		
Note:	Where forenoon & after noon work is involved, 80% of work to be completed in Fore noon & remaining in afternoon.					

NAME OF WORK: WORKS CONTRACT FOR HOUSEKEEPING WORKS IN FACTORY COMPLEX AND PERIPHERAL BUILDINGS FOR BHEL-TRICHY FOR 2024-25.

Enquiry No: 94724 00009/ 01.02.2024- GEM/2024/B/4420896

2.8 ANNEXURE B2 - MONTHLY REQUIREMENTS FOR TOILET CLEANING (UNIT-2):

Material	EXO POWDER / FOAM	BLEACHING POWDER	Phenyl LiquidAA	SOAP OIL	SANITARY SCENT	COLOUR CUBES	1	NAPTHELE NE BALLS	MUTHU BRASH	NYLON SCRABER	LCR BRUSH	SUNDRAY BRUSH	MOP THREAD	MOP STICK	BROMES (COCONUT)	BUCKET & MUG	BIO MEDICAL GARBAGE BAG
Unit	Kg	Kg	Ltr	Ltr	Ltr	Ea	Ltr	Kg	Ea	Ea	Ea	Ea	Ea	Ea	Ea	set	kg
Cleaning of water closet	29.25	1.49	13.15	0.28	0.28	0.00	2.37	0.00	4.68	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.61
Cleaning of wash basins	13.28	0.82	0.00	0.15	0.15	0.00	1.01	1.68	0.00	3.98	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Cleaning of urinals	15.96	1.61	5.78	0.30	0.30	3000.82	2.57	0.00	0.00	0.00	5.13	0.00	0.00	0.00	0.00	0.00	0.00
Cleaning of wash-troughs	14.47	0.97	1.55	0.20	0.20	0.00	1.16	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Cleaning of bath rooms	6.96	4.17	4.17	0.14	0.28	0.00	0.56	0.00	0.00	0.00	0.00	1.12	8.91	0.56	1.12	0.00	0.00
Cleaning of tea point	7.70	1.29	2.57	0.14	0.26	0.00	0.52	0.00	0.00	6.16	0.00	0.00	0.00	0.00	1.03	0.52	0.00
Total	88	10	27	1	1	3001	8	2	5	10	5	1	9	1	2	1	0.50
TOTAL QTY FOR 24 MONTHS	2112	240	648	24	24	72024	192	48	120	240	120	24	216	24	48	24	12

NAME OF WORK: WORKS CONTRACT FOR HOUSEKEEPING WORKS IN FACTORY COMPLEX AND PERIPHERAL BUILDINGS FOR BHEL-TRICHY FOR 2024-25.

Enquiry No: 94724 00009/ 01.02.2024- GEM/2024/B/4420896

2.9 ANNEXURE C2 - MONTHLY REQUIREMENTS OF CONSUMABLES FOR SWEEPING & SWABBING (UNIT- 2):

Consumables items required every month.	soda washing	Phenyl Liquid	Soap oil	sanitary sent	Conformal	Dettol	Flower brooms	Coconut brooms	Shop floor cleaning	Mop Thread	Maller (Road	Cob-web remover	Mop stick	Bucket & Mug
Unit	KG	Ltr	Ltr	Ltr	Ltr	EA	EA	EA	EA	EA	EA	EA	EA	SET
Sweeping office area	0.00	0.00	0.00	0.00	0.00	15.37	20.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Sweeping shop floor area	0.00	0.00	0.00	0.00	0.00	0.00	64.70	8.09	0.00	0.00	0.00	0.00	0.00	0.00
Swabbing Air-conditioned / PC rooms and conference halls	5.99	23.95	1.75	2.00	0.13	0.00	0.00	0.00	19.96	0.00	0.00	0.00	1.50	1.50
Cleaning of dining hall	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Cob-web removal	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.34	0.00	0.00
Cleaning of Non approachable area by S/w M/C / Car scooter shed	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.17	0.00	0.00	0.00
Oil Cleaning	0.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL QTY.	6	24	2	2	0.5	15	85	8	20	1	1	2	2	
TOTAL QTY FOR 24 MONTHS	144	576	48	48	12	360	2040	192	480	24	24	48	48	

NAME OF WORK: WORKS CONTRACT FOR HOUSEKEEPING WORKS IN FACTORY COMPLEX AND PERIPHERAL BUILDINGS FOR BHEL-TRICHY FOR 2024-25.

Enquiry No: 94724 00009/ 01.02.2024- GEM/2024/B/4420896

2.10 ANNEXURE A3 - QUANTITY & FREQUENCY OF CLEANING FOR MHD, SSTP, HRDC, HOSTELS & MHD:

Sl. No.	Description of work	Unit	Frequency	Quantity as frequency indicated	Cleaning Time (for the total quantity in a Day /Week/Month)	
1	Cleaning, washing					
a	Water closet.	Each	Daily	233	6.00 to 11.30	13.00 to 16.30
b	Wash basin	Each	Daily	129	6.00 to 11.30	13.00 to 16.30
c	Urinal	Each	Daily	244	6.00 to 11.30	13.00 to 16.30
d	Wash trough	Each	Daily	79	6.00 to 11.30	13.00 to 16.30
e	Bath room	Each	Daily	166	6.00 to 11.30	13.00 to 16.30
f	Tea point	Each	Daily	30	6.00 to 11.30	13.00 to 16.30
2	Sweeping, cleaning.....					
a	Sweeping office area	100 sqm	Daily	450.3	6.00 to 11.30	13.00 to 16.30
b	Sweeping shop floor area	100 sqm	Daily	463	6.00 to 11.30	13.00 to 16.30
c	Sweeping and swabbing Air-conditioned / PC rooms and conference halls.	100 sqm	Daily	88.25	6.00 to 11.30	13.00 to 16.30
d	Cob-web removal in office area only.	100 sqm	Monthly	448.53	6.00 to 11.30	13.00 to 16.30
3	Labour charges for spraying chemicals...					
a	Labour charges for spraying chemicals...	Hours	As required / Daily	8	6.00 to 11.30	13.00 to 16.30
4	Sweeping of roads footpath,.... and when required.	100 sqm	Weekly /As required	142	6.00 to 11.30	13.00 to 16.30
5	Scrubbing and cleaning of oily substances	100 sqm	weekly	41.5	6.00 to 11.30	13.00 to 16.30
6	Disposal of dead animals ...					
a	Cattle		As required	As required		
b	Dog, Monkey, Peacock, etc.		As required	As required		
c	Rat, Cat, etc		As required	As required		
Note:	* Where forenoon & after noon work is involved, 80% of work to be completed in Fore noon & remaining in afternoon.					

NAME OF WORK: WORKS CONTRACT FOR HOUSEKEEPING WORKS IN FACTORY COMPLEX AND PERIPHERAL BUILDINGS FOR BHEL-TRICHY FOR 2024-25.

Enquiry No: 94724 00009/ 01.02.2024- GEM/2024/B/4420896

2.11 ANNEXURE B3 - MONTHLY REQUIREMENTS FOR TOILET CLEANING AT SSTP, HRDC, HOSTELS & MHD:

Material	EXO POWDER / EQ	BLEACHING POWDER	PHENYL LIQUID	SOAP OIL	SANITARY SCENT	COLOUR CUBES	HARPIC / EQ	NAPTHELENE BALLS	MUTHU BRASH	NYLON SCRAPER	LCR BRUSH	SUNDRA BRUSH	MOP THREAD	MOP STICK	BROMES (COCONUT)	BUCKET & MUG	BIO MEDICAL GARBAGE BAG
Unit	Kg	Kg	Ltr	Ltr	Ltr	Ea	Ltr	Kg	Ea	Ea	Ea	Ea	Ea	Ea	Ea	set	kg
Cleaning of water closet	38.29	1.94	17.21	0.37	0.37	0.00	3.09	0.00	6.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.79
Cleaning of wash basins	11.98	0.74	0.00	0.14	0.14	0.00	0.91	1.51	0.00	3.59	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Cleaning of urinals	17.01	1.72	6.16	0.32	0.32	3197.38	2.73	0.00	0.00	0.00	5.46	0.00	0.00	0.00	0.00	0.00	0.00
Cleaning of wash-troughs	21.16	1.42	2.26	0.29	0.29	0.00	1.69	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Cleaning of bath rooms	17.23	10.32	10.32	0.35	0.70	0.00	1.39	0.00	0.00	0.00	0.00	2.77	22.06	1.39	2.77	0.00	0.00
Cleaning of tea point	5.93	1.00	1.98	0.11	0.20	0.00	0.40	0.00	0.00	4.74	0.00	0.00	0.00	0.00	0.79	0.40	0.00
Total	112	17	38	2	2	3197	10	2	6	8	5	3	22	1	4	1	1.00
TOTAL QTY FOR 24 MONTHS	2688	408	912	48	48	76728	240	48	144	192	120	72	528	24	96	24	24

NAME OF WORK: WORKS CONTRACT FOR HOUSEKEEPING WORKS IN FACTORY COMPLEX AND PERIPHERAL BUILDINGS FOR BHEL-TRICHY FOR 2024-25.

Enquiry No: 94724 00009/ 01.02.2024- GEM/2024/B/4420896

2.12 ANNEXURE C3 - MONTHLY REQUIREMENTS OF CONSUMABLES FOR SWEEPING & SWABBING AT SSTP, HRDC & MHD:

Consumables items required every month.	soda washing	Phenyl Liquid	Soap oil	sanitary sent (perfume liquid)	Dettol	Flower brooms	Coconut brooms	Shop floor cleaning brushes	Mop Thread	Maller (Road cleaning brooms)	Cob-web remover	Mop stick	Bucket & Mug	SAW DUST (tree cutting powder)	COTTON WASTE
Unit	KG	Ltr	Ltr	Ltr	Ltr	EA	EA	EA	EA	EA	EA	EA	SET	KG	KG
Sweeping office area	0.00	0.00	0.00	0.00	0.00	64.51	86.05	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Sweeping shop floor area	0.00	0.00	0.00	0.00	0.00	0.00	26.00	3.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Swabbing Air-conditioned / PC rooms and conference halls	6.13	24.51	1.79	2.04	0.14	0.00	0.00	0.00	20.42	0.00	0.00	1.54	1.54	0.00	0.00
Cleaning of dining hall	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Cob-web removal	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.43	0.00	0.00	0.00	0.00
Cleaning of Non approachable area by S/w M/C / Car scooter shed	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.24	0.00	0.00	0.00	0.00	0.00
Oil Cleaning	4.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	40.00	4.00
TOTAL QTY.	11	25	2	2	1	65	112	3	20	1	1	2	2	40	4
TOTAL QTY FOR 24 MONTHS	264	600	48	48	24	1560	2688	72	480	24	24	48	48	960	96

NAME OF WORK: WORKS CONTRACT FOR HOUSEKEEPING WORKS IN FACTORY COMPLEX AND PERIPHERAL BUILDINGS FOR BHEL-TRICHY FOR 2024-25.

Enquiry No: 94724 00009/ 01.02.2024- GEM/2024/B/4420896

2.13 ANNEXURE A4 - QUANTITY & FREQUENCY OF CLEANING - OUTSIDE BUILDINGS:

Sl. No.	Description of work	Unit	Frequency	Quantity as frequency indicated	Cleaning Time (for the total quantity in a Day /Week/Month)	
					F.N	A.N
1	Cleaning, washing					
a	Water closet.	Each	Daily	223.00	6.00 to 11.30	13.00 to 16.30
b	Wash basin	Each	Daily	262.00	6.00 to 11.30	13.00 to 16.30
c	Urinal	Each	Daily	218.00	6.00 to 11.30	13.00 to 16.30
d	Wash trough	Each	Daily	37.00	6.00 to 11.30	13.00 to 16.30
e	Bath room	Each	Daily	16.00	6.00 to 11.30	13.00 to 16.30
f	Tea point	Each	Daily	14.00	6.00 to 11.30	13.00 to 16.30
2	Sweeping, cleaning,.....					
a	Sweeping office area	100 sqm	Daily	600.19	6.00 to 11.30	13.00 to 16.30
	Sweeping and swabbing Air-conditioned / PC rooms and conference halls.	100 sqm	Daily	121.00	6.00 to 11.30	13.00 to 16.30
b	Sweeping shop floor area	100 sqm	Daily	501.19	6.00 to 11.30	13.00 to 16.30
c	Cob-web removal in office area only.	100 sqm	Monthly	619.00	6.00 to 11.30	13.00 to 16.30
3	Labour charges for spraying chemicals...& disinfection spray for COVID 19					
a	Labour charges for spraying chemicals...	Hours	As required/ Daily	12.00	6.00 to 11.30	13.00 to 16.30
4	Sweeping of roads footpath, and when required.	100 sqm	Weekly /As required	214.00	6.00 to 11.30	13.00 to 16.30
5	Sweeping, cleaning, washing and swabbing the auditorium (MD Hall)					
a	Floor area	100 sqm	As required	34.80		
b	Water closet.	Each	As required	22.00		
c	Wash basin	Each	As required	10.00		
d	Urinal	Each	As required	21.00		
e	Wash trough	Each	As required	2.00		
f	Bath room	Each	As required	4.00		
g	Tea point	Each	As required	1.00		
6	Disposal of dead animals....					
a	Cattle		As required	As required		
b	Dog, Monkey, Peacock, etc.		As required	As required		
c	Rat, Cat, etc		As required	As required		
Note:	Where forenoon & after noon work is involved, 80% of work to be completed in Fore noon & remaining in afternoon.					
	For MD Hall Estimated time of Operation 2 times per month					

NAME OF WORK: WORKS CONTRACT FOR HOUSEKEEPING WORKS IN FACTORY COMPLEX AND PERIPHERAL BUILDINGS FOR BHEL-TRICHY FOR 2024-25.

Enquiry No: 94724 00009/ 01.02.2024- GEM/2024/B/4420896

2.14 ANNEXURE B4 - MONTHLY REQUIREMENTS FOR TOILET CLEANING OUTSIDE BUILDINGS:

Material	EXO POWDER / EQ	BLEACHING POWDER	Phenyl Liquid	SOAP OIL	SANITARY SCENT	COLOUR CUBES	HARPIC / EQ	NAPTHELENE BALLS	MUTHU BRASH	NYLON SCRABER	LCR BRUSH	SUNDRAY BRUSH	MOP THREAD	MOP STICK	BROMES (COCONUT)	BUCKET&MUG	Bio medical garbage Bag
Unit	Kg	Kg	Ltr	Ltr	Ltr	Each	Ltr	Kg	Each	Each	Each	Each	Each	Each	Each	set	kg
Cleaning of water closet	36.64	1.86	16.47	0.35	0.35	0.00	2.96	0.00	5.86	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.75
Cleaning of wash basins	24.32	1.50	0.00	0.27	0.27	0.00	1.84	3.07	0.00	7.29	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Cleaning of urinals	15.19	1.53	5.50	0.28	0.28	2856.67	2.44	0.00	0.00	0.00	4.87	0.00	0.00	0.00	0.00	0.00	0.00
Cleaning of wash-troughs	9.91	0.66	1.06	0.13	0.13	0.00	0.79	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Cleaning of bath rooms	1.66	0.99	0.99	0.03	0.07	0.00	0.13	0.00	0.00	0.00	0.00	0.27	2.13	0.13	0.27	0.00	0.00
Cleaning of tea point	2.76	0.46	0.92	0.05	0.09	0.00	0.19	0.00	0.00	2.21	0.00	0.00	0.00	0.00	0.37	0.19	0.00
Total	90	7	25	1	1.22	2857	8	3	6	10	5	1.00	3.00	1.00	1.00	1.00	1.00
TOTAL QTY FOR 24 MONTHS	2160	168	600	24	29.28	68568	192	72	144	240	120	24	72	24	24	24	24

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2.15 ANNEXURE C4 - MONTHLY REQUIREMENTS OF CONSUMABLES FOR SWEEPING & SWABBING OUTSIDE BUILDINGS:

Consumables items required every month.	soda washing	Phenyl Liquid	Soap oil	sanitary sent (perfume)	Dettol	Flower brooms	Coconut brooms	Shop floor cleaning brushes	Mop Thread	Maller (Road cleaning brooms)	Cob-web remover	Mop stick	Bucket & Mug
Unit	KG	Ltr	Ltr	Ltr	Ltr	Each	Each	Each	Each	Each	Each	Each	SET
Sweeping office area	0	0	0	0	0	86	115	0	0	0	0	0	0
Sweeping shop floor area	0	0	0	0	0	0	7	1	0	0	0	0	0
Swabbing Air-conditioned / PC rooms and conference halls	35	139	10	12	1	0	0	0	116	0	0	9	9
Cleaning of dining hall	0	0	0	0	0	0	0	0	0	0	0	0	0
Cob-web removal	0	0	0	0	0	0	0	0	0	0	2	0	0
Cleaning of Non approachable area by S/w M/C / Car scooter shed	0	0	0	0	0	0	0	0	0	1	0	0	0
Oil Cleaning	0	0	0	0	0	0	0	0	0	0	0	0	0
MD Hall - Quantity of 8 days in a month Four Funcation IN a month & hence clean before & after function	0	5	1	1	0	5	5	0	2	0	0	0	0
TOTAL QTY.	35	144	11	13	1	91	127	1	118	1	2	9	9
TOTAL QTY FOR 24 MONTHS	840	3456	264	312	24	2184	3048	24	2832	24	48	216	216

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ANNEXURE-D

Date:

Daily Log Sheet for work done

Name of work: (Subject scope of work as per Work order)

Name of Contractor: M/s

WO sl no	Description of work	Unit	Total Qty.
1a.	Cleaning of Water Closet	Ea.	
1b.	Cleaning of Wash basin	Ea.	
1c.	Cleaning of Urinal	Ea.	
1d.	Cleaning of Wash trough	Ea.	
1e.	Cleaning of Bath room	Ea.	
1f.	Cleaning of Tea point	Ea.	
2a	Sweeping Office area	100 sqm	
2b	Sweeping Shop floor area	100 sqm	
2c	Swabbing Air-conditions/PC rooms & conference halls	100 sqm	
2d	Cob-Web removal (Office area)	100 sqm	
3	Spraying chemicals & fogging operation for mosquito/cockroach control	Man Hour	
4	Sweeping of road, car/scooter , vehicle shed etc.	100 sqm	
5	Sweeping, cleaning, washing and swabbing the auditorium (MD Hall)	100 sqm	
6a	Disposal of dead animals Cattle	Ea.	
6b	Disposal of dead animals Dog ,monkey,peacock etc	Ea.	
6c	Disposal of dead animals Rat, cat etc.	Ea.	

M/s. Contractor

M/s. BHEL

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3 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:

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 by-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

8 Earnest Money Deposit (EMD) & PERFORMANCE SECURITY (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.

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Modes of deposit

a) The EMD may be accepted only in the following forms:

- (i) Electronic Fund Transfer credited in BHEL account (before tender opening).
- (ii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer) .
- (iii) Fixed Deposit Receipt (FDR). issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act **(FDR should be in the name of the Contractor, a/c BHEL).**
- (iv) Bank Guarantee from any of the BHEL Listed Consortium Banks as per **ANNEXURE-Q5.**
- (v) Insurance Surety Bonds.

b. In addition to above, the EMD amount in excess of Rupees Two lakh may also be accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for atleast six months.

Forfeiture of EMD

- a. bidder's EMD will be forfeited if the bidder withdraws or amends its/his tender or impairs or derogates from the tender in any respect within the period of validity of the tender or if the successful bidder fails to furnish the
- b. required performance security within the specified period mentioned in the Tender.
- c. EMD by the tenderer to be withheld in case any action on the bidder is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.

REFUND of EMD

- a. Bid securities of the unsuccessful bidders should be returned to them at the earliest after expiry of the final bid validity period and latest by the 30th day after the award of the contract. However, in case of two packet or two stage bidding, Bid securities of unsuccessful bidders during first stage i.e. technical evaluation etc. should be returned within 30 days of declaration of result of first stage i.e. technical evaluation etc.
- b. Bid security should be refunded to the successful bidder on conclusion of the order/ receipt of a performance security (if called in the tender).

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.

PERFORMANCE SECURITY (SD):

Performance Security is to be furnished by a specified date (generally 14(fourteen) days after notification of the award) and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.

Performance Security shall be @ 5 % of Contract value.

After issue of LOI / Work Order intimation, if the Contractor fails to commence the work within 14 Days or as indicated in LOI / Work Order, and do not complete the work in total as per the terms & conditions of tender, EMD / SD deposited by the Contractor will be forfeited and suitable action will be taken as per GeM GTC.

SD conversion of EMD:

EMD of the successful Tenderer shall be converted and adjusted towards the required amount of Performance Security (SD):

Modes of Deposit:

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

- (i) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.
- (ii) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- (iii) 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).
- (iv) 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

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applicable, in favour of BHEL).
(V) Insurance Surety Bond.

(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)

General Terms related to SD:

- The Performance Security will not carry any interest.
- Performance Security shall be released to the contractor upon fulfilment of Contractual obligations as per terms of contract.
- GST will be charged on the forfeited 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.
- 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 Performance Security 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 Performance Security:

- LOI will be issued separately through mail, Performance Security has to be deposited within 14 days of LOI. Else EMD will be forfeited and may also attract the provision as per GeM GTC.
- If the value of work done at any time exceeds the contract value, the amount of Performance Security shall be correspondingly enhanced and the additional Performance Security 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 Performance Security or realized by the sale of the securities of 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 of any other contract with BHEL and in the event of his Performance Security 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 Performance Security 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 Performance Security will not be refunded / Bank Guarantee encashed.
- The Bank Guarantee shall be kept valid until the due date for refund of Security Deposit.

Timely Submission of SD: Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. *In case of delay in submission of performance security, enhanced performance security which would include interest (Repo rate + 4%) for the delayed period, shall be submitted by the bidder.* Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT / contract, from the bills along with due interest.

REFUND OF PERFORMANCE SECURITY:

Performance Security will be refunded on completion of the work and after the expiry of the maintenance period, if any, provided always that the Contractor shall first have been paid the last and final bill and have rendered a "NO DEMAND CERTIFICATE". In case no maintenance period is applicable, then 100% of Performance Security will be refunded after providing "NO DEMAND CERTIFICATE" by the contractor as per format provide by BHEL.

FORFEITURE OF PERFORMANCE SECURITY:

The performance security will be forfeited and credited to BHEL's account in the event of a breach of contract by the supplier.

Performance Security should be refunded to the contractor without interest, after he duly performs and completes the contract in all respects but not later than 60(sixty) days of completion of all such obligations including the warranty under the contract.

The Performance Security shall not carry any interest.

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

At the time of bill passing, the contractor shall submit the copy of the remitted GST challan of previous month / Quarter as proof of GST remitted to tax authorities and also a Certificate Stating that "GST Collected from BHEL has been remitted to tax authorities".

For services / supplies after implementation of New GST Return System i.e. from 01/10/2019, the following conditions will apply and contractor shall fully comply to the below points.

- a) Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration Number (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 GSTN portal. The unregistered dealer as well as the composition dealer has to submit an undertaking stating that they will not claim GST during the execution of the contract even if their status under GST changes to regular tax payer. The dealer has to submit necessary documents if there is any change in status under GST.
- b) 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. **Wherever E-Invoice is applicable, the tax invoice/ CN / DN submitted by the vendor must contain the QR code generated in E-Invoice Portal & IRN.**
- c) All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
- d) Invoices will be processed only upon completion of statutory requirement and further subject to following:
 - i. Vendor declaring such invoice in their GSTR-1 Return/ IFF
 - ii. Receipt of Goods or Services and Tax invoice by BHEL
- e) As the continuous uploading of tax invoices in GSTN portal (in GSTR-1/ IFF) is available for all (i.e. both Small & Large) tax payers, all invoices raised on BHEL may be uploaded immediately in GST portal on dispatch of material /rendering of services. The supplier shall ensure availability of Invoice in GSTN 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 GSTR-2A/ GSTR-2B).
- f) 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.
- g) 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.
- h) 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 reasons not attributable to BHEL, GST amount claimed in the invoice shall be disallowed to the vendor.
- i) 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.
- j) 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.
- k) 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 will be generated in GSTN portal subsequent to vendor accepting the TDS deduction in the GSTN portal & the vendor can directly download the Certificate from the GSTN Portal.
- l) In case any changes in taxes and duties as per Gov. Notification (including GST), the same shall be applicable from time to time.

GST will be charged on the

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1. SD amount forfeited from the bidder at the applicable rates.

2. Risk purchase amount forfeited 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. If the 7th days falls on Sunday or holiday the payment should be made on the previous working day
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. Contractor should ensure that at least the prevailing minimum wages, as per the rules of Government of Tamil Nadu, which are applicable to General Engineering and Fabrication Industry and BHEL's additional wages, inclusive of bonus after remitting PF & ESI contributions, are paid to his employees only in their respective nationalized bank accounts by means of NEFT/ RTGS/ IMPS.

Any changes in service points 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.

7. 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.

8. The Contractor should follow and comply with Minimum Wages, ESI, PF, Bonus, Group Insurance and other statutory regulations as stipulated in Factories Act and other applicable State / Central Governments' rules & regulations.
9. **Each contract employees must have his own PF and ESI Codes and comply with the relevant Acts.**
10. **The Contract workers should be fully aware of safety measures and observe all safety precautions during**

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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.

11. 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
(Rule 75) | - | Register of Workmen employed by contractor |
| (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
Payment) | - | Register of wages-cum Muster Roll (in case of weekly |
| (f) | Form XIX | - | Wage Slip (Rule 78) (b) |
| (g) | Form XX
(78) (1) (a) (ii) | - | Register of deduction for damages or loss (Rule |
| (h) | Form XXI | - | Register of fines (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
officer (Rule 82) | - | Return to be sent by the contractor to licensing |
| (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 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 Indian Laws shall govern the contract 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

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- 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 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 behavior in dealing with employees of BHEL. Any misbehavior 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 Performance Security 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.

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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 Performance Security unless the contractor pays the claim on demand.

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. Force Majeure Clause:

As per GeM GTC

24. BENEFITS TO STARTUPS:

Start-up companies will be exempted from remitting EMD as per government norms. In terms of work Experience & Turnover, such vendors need to meet atleast 50% of financial turnover & atleast 50% of similar experience on eligibility criteria in the tender.

For availing start-up benefits, relevant certificates issued by Department for Promotion of Industry and Internal Trade shall be submitted along with the tender.

25. 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/ Nonlocal 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 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".

26. SUBMISSION OF BILLS BY CONTRACTOR: Bills should be submitted within a week after execution of work during the calendar month. The Contractor shall submit a bill in triplicate detailing the various items of work done during the month supported by the requisitions issued from time to time. The Contractor shall, once in every month, submit to the end user / executing agency, separately details of his claims for the work done by him up to and including the previous month which are not covered by his contract agreement in any of the following respects:

- a) Deviation from the items provided in the contract documents.
- b) Extra items / new items of work.
- c) Items in-respect of which rates have not been settled. He should in addition furnish a clear certificate to the effect that the claims submitted by him as aforesaid cover all his claims and that no further claims shall be raised by him in respect of the work done up to and including the period under report.
- d) Tenderer has to quote rates both in figures and in words for all the items given in the Bill of Quantities provided.
- e) Along with bills, Contractors has to furnish self-attested copy of the following documents for further processing of bills:
 - f) Copy of PAN card.
 - g) Documentary proof for payment of PF/ESI (for the last month) with respect to the employees engaged by the contractor with payment details relating to individual names to be submitted.
 - h) Copy of payment challan of previous Month / Quarter as proof of deposit of GST along with a certificate from the Contractor that tax collected from BHEL has been remitted to tax authorities.
 - i) If the Contractor is not registered for any statutory obligation and not liable there to, then a declaration shall be submitted along with offer that they are within the threshold limit.

Any other relevant document which is required from time to time as per BHEL requirement.

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1. **PAYMENT OF BILLS:** All payments to be made to the contractor, under this contract shall be through Electronic Fund Transfer (EFT) only as per payment terms.
- a) Payment will be made after completion of work as per tender conditions on acceptance and certification of bills by respective area Executive in charge.
- b) Statutory deduction like IT etc. will be deducted from contractor payment as required by Law.

EXTENTION OF CONTRACT: One or more extensions of the Contract may be done with mutual agreement between BHEL, Trichy and the approved Contractor. Such agreements shall be based on acceptance of the lowest rates and terms & conditions of the corresponding contract.

27. PROVISION FOR MICRO & SMALL ENTERPRISES (MSE) SUPPLIERS.

1. MSE suppliers can avail the intended benefits only if they submit along with UDYAM certificate
2. Definitions of MSEs owned by Women is under:
 - a) In case of proprietorship firm, proprietor must be woman.
 - b) In case of partnership firm, the women partners must be holding at least 51% shares in the unit.
 - c) In case of private limited companies, at least 51% share must be held by women promoters.
3. Definitions of MSEs owned by SC/ST is under:
 - a) In case of proprietorship firm, proprietor must be SC/ST.
 - b) In case of partnership firm, the SC/ST partners must be holding at least 51% shares in the unit.
 - c) In case of private limited companies, at least 51% share must be held by SC/ST promoters.
 - d) Authorized Offices to Issue SC/ST certificate. The caste/Tribe/Community certificate issued by the following authorities in the prescribed form for SCs/STs can be considered.
 - i District Magistrate / Additional District Magistrate / Collector / Deputy commissioner / Additional Deputy commissioner / Deputy collector/ 1st class stipendiary magistrate/ Sub divisional Magistrate/ Taluka Magistrate/ Executive magistrate/ Extra Assistant commissioner.
 - ii Chief Presidency magistrate/ Additional chief presidency magistrate/ Presidency magistrate.
 - iii Revenue Officer not below the rank of tahsildar.
 - iv Sub-Divisional officer of the area where the individual and/ or his family normally resides.
 - v To avail the benefits of MSE under SC/ST category, the related documents as stated above should be submitted along with tender documents.
4. Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the Tender is to be submitted through GeM portal, then the above-required documents are to be uploaded on the portal.
5. However, credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers at the time of Tender evaluation.
6. The MSEs who have applied for registration or renewal of registration with any of the above agencies/bodies, but have not obtained the valid certificate as on closing date of the Tender, are not eligible for exemption/preference.
7. If non-MSE vendor is L1, participating MSE quoting price within price band of L1+15 %shall be counter-offered L1 rates .(If the MSE vendors accepts the counter-offered L1 rates, then as the contract cannot be split, the full /complete supply of total tendered value shall be awarded to MSE.

28. 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.**

29. 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 as per GeM GTC

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Appendix I

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

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**

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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):

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

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.

30. 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.

31. 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.

32. 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 authorized 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 authorized to do so, shall accompany the contract.

33. 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.

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34. BREACH OF CONTRACT / RISK PURCHASE:

In case of breach of contract, wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is atleast 10% of the contract value, the same be encashed. In case the value of the security instruments available is less than 10% of the contract value, the balance amount be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, etc. with BHEL) or legal remedies be pursued. The balance scope shall be got done independently without Risk & Cost of the failed supplier/ contractor.

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

35. 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 should arrange photo coverage for all his/her employees within the above stipulated time.
3. 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.
4. 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.
5. The contractor should educate his employees in registering the attendance through the system.
6. 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.
7. 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/Performance Security of the contractor.
8. If any contract employee lose his/her entry card, the contractor shall arrange a duplicate entry card for the employee by paying an amount of Rs.200/-.
9. The Contractor is totally responsible for the biometric cards issued to his/her employee.
10. The Contractor has to indemnify BHEL for all the damages and losses caused by his/her employees.

36. 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.)

37. Government Law's covering Under This Contract:

1. The Factories Act, 1948:
Section 32: Floors, stairs and means of access shall be properly maintained to ensure safety. Every place of working should have safe access. When any person has to work at a height from which he is likely to fall, provision shall be made, so far as is reasonably practicable, by fencing or otherwise, to ensure the safety of person so working.

2. Tamil Nadu Factories Rules, 1950

Rule 55: Hoists and Lifts & Rule 55A. Lifting machines, chains, ropes and lifting tackles: Shall be maintained in good condition, thoroughly inspected and examined by competent persons and records to be maintained.

Rule 57: Excessive Weights: No person shall, unaided by another person, lift, carry or move by hand or on head, any material, article, tool or appliance exceeding the maximum limit in weight set out in the schedule (50 kg for adult male and 30 kg for adult female).

Rule 61E: Machinery and plant: No machinery, plant or equipment shall be constructed, situated, operated or maintained in any factory in such a manner as to cause risk of bodily injury.

Rule 61F: Methods of Work: No process or work shall be carried on in any factory in such a manner as to cause risk of bodily injury.

Rule 61G: Stacking and storing of materials etc.: No materials or equipment shall be stacked or stored in such a manner

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as to cause risk of bodily injury.

Rule 61-K. Examination of eye sight of certain workers: No person shall be employed to operate a crane or to give signals to crane operator unless his eye sight and colour vision have been examined and declared fit by a qualified ophthalmologist.

Rule 61-N and Rule 61- O: Workers to be provided with Personal Protective equipment suitable for the hazards and should be of good quality / have certification by Indian Standard Institute.

Note: For the type of work envisaged, personal protective equipment such as helmet, safety shoes and gloves are essential.

Rule 96: Notification of accidents: Shall be complied with as required in the Factories Act (Section 88 and Section 88A) and Tamil Nadu Factories Rules.

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 and in regard to all matters provided therein.

The Contract Labour (Regulation & Abolition) Act 1970 and the related Rules.

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

38. STATUTORY REQUIREMENTS:

- a. All statutory requirements under Minimum Wages Act, 1948, Factories Act 1948, Workmen Compensation Act 1923, Employees Provident Fund and Miscellaneous Provisions Act, 1952, Payment of Gratuity Act 1972, Employee State Insurance Act 1948, Contract Labour (R&A) Act 1970, Payment of Bonus Act 1965, Income Tax Act, GST Act and all other applicable Acts shall be complied with by the Contractor.
- b. 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.
- c. 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.
- d. Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and provide a copy of the same to BHEL.
- e. Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.

39. 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.

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40. 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.

41. 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."
3. HR/ Welfare will issue passes to the trained employees only.
4. 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.
5. The data of daily entry of contract workers through biometric will be made available online to the contract awarding departments HR/Welfare.

II. Training:

1. Safety, first aid and firefighting training to be given to two responsible persons in each contract and they should take care of their groups on day to day working.
2. This shall be done within a period of 2 weeks after awarding of fresh contract.
3. For ongoing contracts, the contractors have to identify the persons to be trained within a period of 2 weeks.
4. Driving/operation of Crane/jumbo/Fork lift etc. are to be done only by authorized persons.

III. Dress Code:

1. Male employees should enter gates only with Safety shoes, Pants-Shirts, (Dothi, Lungi not permitted).
2. Female employees should enter gates only with Safety shoes. Loose dress must be avoided. (A shirt over saree /chudithar is a must).
3. Normal shoes are acceptable for office area work only.
4. Employees working in canteens can wear sandex.
5. Welfare will finalize and indicate a color coding to be provided in the dresses used by contract employees for uniformity and easy identification of the contract workers. Such colour shall be distinct from the colour of BHEL employees uniform.

IV. Procedures:

1. Smoking, audio-playing (mobile phone, iPod, inbuilt music systems etc. in the vehicles.) are banned within the factory 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.
3. Procedure (SOP) given from user departments are to be adopted for all operations and maintenance — e.g. tank cleaning, FT plant maintenance, Sewage maintenance, Oxidation pond maintenance, operation of substation, transformer maintenance etc. User departments agreed to generate procedures incase if not available already (Snake catching, Monkey catching, Honey comb removal etc.).
4. Adequate precautions to be taken while waste removal like paint sludge removal, chromic sludge removal, phenol and tar removal by contract employees.
5. The contractor should clearly inform the hazards involved to the employees MSDS to be displayed.
6. The contract employees involved in tank cleaning, ET plant maintenance, Oxidation pond maintenance should know swimming and strict monitoring should be ensured.
7. Line clearance (LOTO) procedure to be followed during bulb changing, electrical substation maintenance, ay, maintenance, furnace instrumentation etc.
8. Work permits to be obtained for jobs like work at height, excavation, blasting, hot work, pipe line work, roof light maintenance, work at confined space like cellar.

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9. Users agreed to initiate the permits for all the works mentioned in the table given below to safety Management for clearance.
10. Specified Speed limit 20 kmph to be followed by all the vehicles entered in factory premises.
11. Procedure given by user departments for spray painting, brush painting and dip painting should be followed. Paint sludge removal, empty tin removals etc. are to be periodically carried out and sent to disposal stores.

Work Permit Instructions: -

1	Work at height	Only experienced and qualified persons shall be allowed to carry out the work at height. Physically fit without any vertigo problem. Wear safety belt and use life line, Net etc.
2	Confined space work, cellars, furnace ducts	Oxygen level to be checked before work, proper breathing apparatus to be used. Only experienced people shall be allowed to carry out the work at cellars/confined space.

Equipment's:

1. All the equipment used by the contractors are to be in good condition with all safety provisions and to be checked and certified by the department officials.
2. Electrical supply to be taken through the M&S department. Unauthorized connections taken any will be viewed seriously.
3. Welding machines are to be used with proper earth connection. Cables should be in good condition. Insulation to be checked regularly and maintained.
4. Qualified electricians are only to be used for giving connections.
5. Good quality Electrical equipment and tools are to be used with valid certificates. These certificates must be shown on demand.
6. For portable electrical equipment supply to be taken using plugs points.
7. Wires / cables extension box should be in good condition.
8. Proper earthing should be maintained.
9. Mobile Crane, Fork lift, Trailers; JCB etc. should be in good condition with specified capacity and should not cause any untoward incident while in use.
10. Fitness Certificate issued by competent person approved by Govt. authorities, insurance and emission certificate etc. should be in possession and should be shown on demand.

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. Not wearing safety shoes or normal shoes (Contract employees will not be permitted after the security gates).
3. Not wearing FTEs.
4. Working without proper work permit.
5. Possession of mobile phones other than taxi drivers.
6. Using mobile phones while driving.
7. Unauthorized electrical connections.
8. Driving/operation of Crane/jumbo/Fork lift etc. by unauthorized persons.
9. Unauthorized operation/driving of Lorries, mobile cranes etc.
10. Smoking, alcohol, audio-playing etc.
11. Moving to unconnected areas.

Any willful act that creates unsafe conditions.

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.

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42. 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:
 - (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".

43. PF & ESI Clause:

- I. The Contractor shall be solely responsible to comply with the payment of applicable minimum wages, PF, ESI and other statutory payments in respect of his employees engaged in BHEL for carrying out the required services. In case of any default in making the statutory payment, the Contractor shall be responsible to settle the dues along with penalties and damages, if any levied by the appropriate authority under the Act. The contractor has to pay the previous month's applicable ESI & PF amount in the respective employee account before 20th of every month.
- II. The Contractor shall indemnify BHEL against all claims and loss if any caused under various labour laws, Civil or criminal law in connection with the employees deployed by him.
- III. The entry/exit of the employees engaged by the contractor are regulated through Security Department by issuing entry pass. For obtaining the same, the contractor should submit the required application form to the Security Department along with copy of Identity Card of the employee, ESI card / ESI Membership details of employee. ESI is exempted if wages are above Rs.21,000/- per month. Those employees drawing wages above Rs.21,000/- should produce copy of pay slip (or) a salary certificate from the company for availing ESI exemption.
- IV. In the event of Contractor engaging any labourer other than his permanent employee for the purpose of providing the required services to BHEL, the Contractor should obtain clearance from HR-Contract Cell by submitting copy of proof of payment of statutory payments i.e., applicable Minimum Wages notified by State Government from time to time along with PF, ESI, Wage and Attendance Register.

44. Final Bill:

As soon as possible after the completion of the work to the satisfaction of the Engineer-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 Engineer-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 Engineer-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.

45. Conflict of interest among Bidders/ Agents.

A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive to the detriment of procuring Entity's interest. **The bidder found to have a conflict of interest shall be disqualified.** A bidder may be considered to have a conflict of interest with one or more parties in this bidding process if:

- a) They have controlling partner(s) in common; or
- b) They receive or have received any direct or indirect subsidy/ financial stake from any of them; or
- c) They have the same legal representative / agent for purpose of this bid; or
- d) They have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
- e) Bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly / assemblies from one bidding manufacturer in more than one bid; or

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- f) In case of agent quoting in offshore procurements, on behalf of their principle manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent / dealer. There can be only one bid from the following
 - 1. The principle manufacturer directly or through one Indian agent on his behalf; and
 - 2. Indian/foreign agent on behalf of only one principal;
- g) A bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the bid; or
- h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/ management, only one nit should quote. Similar restrictions would apply to closely related sister companies. Bidder must proactively declare such sister/ common business / management units in same similar line of business.

46. INCIDENT MANAGEMENT POLICY ON GEM / GROUNDS FOR ADMINISTRATIVE ACTION:

As per GeM GTC

47. RESOLUTION OF DISPUTES BETWEEN CPSE & GOVERNMENT DEPARTMENTS:

In the event of any Disputes or difference relating to the interpretation and application of the provisions of commercial contract (s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government departments/ Organizations (excluding disputes relating to railways, Income Tax, Customs and Excise departments). Such disputes or difference shall be taken up with by either party for its resolution through AMRCD as mentioned in DPE OM No: 05/0003/2019-FTS 10937 Dated 14th December 2022 and the decision of AMRCD on the said dispute will be binding on both the parties.

48. SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS / CONTRACTORS:

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 firms debarred across BHEL, shall be rejected. The list of firms debarred across BHEL 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 malpractices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on www.bhel.com and/or under applicable legal provisions"

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.

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ANNEXURE-Q1

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

Name of work:

Enquiry no.....

I/We have read and clearly understood all the Terms and Conditions in Tender Schedule of and accordingly accept the same without any deviation what so ever.

I/ We unconditionally agree to all the tender conditions and no new conditions are imposed by us in the technical / price bid. I understand in the event of imposing any condition in the technical / price bid, such condition would be ignored by BHEL and only the prices will be considered for the purpose of evaluation"

I/ We confirm that none of our group concern or affiliates etc., appears on the list of banned firms / companies by BHEL (list available on www.bhel.com) nor any of the Director / Partner / proprietor of bidder / such group concern or affiliate etc. are involved with such company.

I/ We also declare that, we have not been suspended or black listed or issued with Show Cause Notice by BHEL- Trichy or any other BHEL Unit or any PSU/ Government organization.

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).

I/ We confirm that if any of the above statement / information furnished by us in this tender is found to be false/ fake at any stage of tender evaluation or during execution of contract, BHEL will have the right to initiate appropriate action including legal proceeds / termination of contract, recovery of damages, penalties etc. as deemed fit.

Yours Sincerely,

Signature of the Bidder with date & Seal

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ANNEXURE-Q2

SPECIAL DECLARATION

I declare that, on behalf of our Company, I have fully understood the Scope of Work, and all Contract terms & conditions of the NIT and signed the documents accordingly. Also I fully understand the commercial conditions, especially the following clauses and quoted the rates accordingly.

SL No	Clause	Details	Declaration by the Bidder
1	Page 13 to 15	Scope of Work	I / we have understood the scope of Work and unit of measurements for which area and quoted the lumpsum rates accordingly.
2	Page 18 to 29	Annexure-A1, A2, A3 & A4 Annexure-B1, B2, B3 & B4 Annexure-C1, C2, C3 & C4 for respective areas	I / we have understood the total area and frequency of cleaning, month wise consumables to be supplied & used for floor cleaning and toilet area cleaning and quoted the rates accordingly. I assure that no additional charges in this regard will be claimed from BHEL.
3	Page 8 to 12	Contractual conditions	I / we have read and understood the contractual Conditions (CRITERIA FOR AWARD OF WORK, payment terms LIQUIDATED DAMAGES (LD)/PENALTY) and accepting the clauses.
4	Page 8	Clause 4 of contractual conditions (Splitting and counter offering)	I have understood this clause fully and accept that, if I become L1 Bidder and no other bidder accepted the counter offer, I will be responsible for accepting all the Tender schedule. Also, if I become L1 Bidder and few bidder accepted the counter offer (lesser than the number of bidder indicated), I will be responsible for tender schedule @ 3:2:1 ratio with the available vendors for the total area projected.

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ANNEXURE-Q3

EMD/SD PAYMENT VIDE E-COLLECT

This explains how to make Payments to BHEL- Tiruchirappalli 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.sbi/>

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.sbi
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 that you have entered at the time of making payment through SB collect. Select the date range and submit.
 - b. If you know the 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.

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 letterhead)

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

PROFORMA OF BANK GUARANTEE

(in lieu of EARNEST MONEY)

(On non-Judicial stamp paper of appropriate value, should be valid for a period of at least six months from the date of tender opening)

Bank Guarantee No.....

Date.....

To

Bharat Heavy Electricals Limited
High Pressure Boiler Plant, Tiruchirappalli – 620014

Dear Sirs,

In accordance with the terms and conditions of Invitation for Bids/Notice Inviting Tender, Enquiry No..... (Tender Reference) M/s.....(vendor name) having its registered office at (hereinafter referred to as the 'Tenderer'), is submitting its bid for the work of (Name of work) invited by Bharat Heavy Electricals Limited through its Unit, High Pressure Boiler Plant, at Tiruchirappalli – 620014

The Tender Conditions provide that the Tenderer shall pay a sum of Rs (BG Amount in words and Figures) as Earnest Money Deposit in the form therein mentioned. The form of payment of Earnest Money Deposit includes Bank Guarantee executed by a Scheduled Bank.

In lieu of the stipulations contained in the aforesaid Tender Conditions that an irrevocable and unconditional Bank Guarantee against Earnest Money Deposit for an amount of (BG Amount in words and Figures) is required to be submitted by the Tenderer as a condition precedent for participation in the said Tender and the Tenderer having approached us for giving the said Guarantee,

We, the[Name & address of the Bank] having our Registered Office at(hereinafter referred to as the Bank) being the Guarantor under this Guarantee, hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer without any demur, merely on your first demand any sum or sums of(BG Amount in words and Figures) without any reservation, protest, and recourse and without the beneficiary needing to prove or demonstrate reasons for its such demand.

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (BG Amount in words and Figures)

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Vendor/Contractor/Supplier in any suit or proceeding pending before any Court or Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment hereunder and the Tenderer shall have no claim against us for making such payment.

We, Bank, further agree that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Tender or to extend the time of submission of from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said -renderer and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said -renderer or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Tenderer or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the renderer and notwithstanding any security or other guarantee that the Employer may have in relation to the Tenderer's liabilities.

This Guarantee shall be irrevocable and shall remain in force up to and including..... (Six months from the date of tender opening) and shall be extended from time to time for such period as may be desired by the Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Tenderer but shall in all respects and for all purposes be binding and operative until payment of

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all money payable to the Employer in terms hereof. However, unless a demand or claim under this Guarantee is made on us in writing on or before the (Six months from the date of tender opening) we shall be discharged from all liabilities under this Guarantee.

Any claim or dispute arising under the terms of this document shall only be enforced or settled in the Courts at Tiruchirappalli.

WeBank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed..... (BG Amount in words and Figures)
- b) This Guarantee shall be valid up to.(Six months from the date of tender opening)
- c) Unless the Bank is served a written claim or demand on or before (Six months from the date of tender opening) all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank

We Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of
(Name of the Bank)

Date.....

Place of issue.....

1. Details of the Invitation to Bid/Notice Inviting Tender
2. Name and Address of the Tenderer
3. Details of the Work
4. Name of the Employer
5. BG Amount in words and Figures
6. Validity Date
7. 7Date of Expiry of Claim Period

Note:

The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/Supplier /Bank issuing the guarantee

BG Should be taken from the list of Consirtum banks listed below:

- | | |
|----------------------------|--|
| 1 State Bank of India | 16 Indian Overseas Bank |
| 2 Canara Bank | 17 Kotak Mahindra Bank Limited |
| 3 IDBI Bank Limited | 18 Federal Bank Limited |
| 4 ICICI Bank Limited | 19 Hongkong and Shanghai Banking Corporation Ltd |
| 5 HDFC Bank Limited | Sl. No. Name of the bank. |
| 6 Axis Bank | |
| 7 IndusInd Bank Limited | |
| 8 Bank of Baroda | |
| 9 Exim Bank | |
| 10 Indian Bank | |
| 11 Punjab National Bank | |
| 12 Union Bank of India | |
| 13 Yes Bank Limited | |
| 14 RBL Bank Ltd. | |
| 15 Standard Chartered Bank | |

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PART-II (PRICE BID-Schedule-1) Service point Category

(BILL OF QUANTITIES)

(No value/rate shall be quoted here. Quote based on this BOQ should be given only in GeM portal)

Sl.No	Description	UOM	Unit 1	Unit II	24 & outside	SSTP ,MHD ,HRDC	Total Quantity (for 24 months)	Rate	Amount
1	By engaging the minimum service points for Sweeping,cleaning of shop floors, office premises, swabbing of AC rooms, sweeping of car sheds, roads and cleaning of all toilets, bathrooms, Toilet block floors, wash-basins,Tea-points, spraying disinfection chemicals at the following areas as per the frequency mentioned in the Annexure A1, A2, A3 & A4 of respective areas and using consumables as mentioned in the Annexure- B1, C1, B2, C2, B3, C3, B4 & C4) of respective areas.(Consumables are in the scope of contractor only) <ul style="list-style-type: none"> UNIT - I (includes Bldg 1 ,50 ,5,6 areas & its allied buildings in and around) Unit - II(includes Bldg 107,108,117,123 areas & its allied building in and around) SSTP (Includes Hotmill, Cold Mill areas & its allied areas of SSTP and MHD & HRDC Outside Buildings (Includes BUILDING 24, 53, OHS, MODEL CENTRE, RPS, EDP, FCB, CCDP, WRI, CRC AND MD HALL, VEHICLE PARKING SHED AREAS. AT OUTSIDE FACTORY PERIPHERAL AREA) 								
a	Service point Category - Unskilled	Nos	30350	10319	10319	10926	61914	640.63	₹ 3,96,63,965.82
b	Service point Category - Skilled	Nos	1214	0	0	0	1214	665.65	₹ 8,07,965.56
c	Service point Category - Supervisor	Nos	1214	607	607	607	3035	686.10	₹ 20,82,313.50
	(A). Total value towards payment of Minimum wages, PF ESI and Bonus value for 24 months (A) (₹)								₹ 4,25,54,244.88
	(B). Service charge amount (Inclusive of GST on service charge) (Minimum 3.85% on (A))								₹16,38,338.43
	(C). Applicable <u>GST 18 % on (A) (Bidder to Confirm the in Technical Data sheet)</u>								₹ 76,59,764.08
	lump sum offer value (Total value is sum of (A) Total value towards payment of Minimum wages, PF ESI and Bonus (₹) + (B) Service charge amount + (C) Applicable GST on (A)) (Bidders quoting lesser than the mentioned value for schedule-1, offers will be summerily rejected)								₹ 5,18,52,347.39

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PART-II (PRICE BID- Schedule -2) CONSUMABLES
(BILL OF QUANTITIES)

Sl No	Description of work	Unit	Total Qty	Total Value Inclusive GST
2	Consumables	Month	24	BIDDER SHOULD QUOTE ONLY LUMP SUM AMOUNT (including GST) FOR FULL TENTATIVE QUANTITY

Note : If required, after Price Bid opening vendor has to submit the Price breakup / Justification for their quoted rates in schedule-2 (List of monthwise consumables mentioned in the Annexure-A1, B1, C1, A2, B2, C2, A3, B3, C3, A4, B4 & C4)

L1 Will be evaluated based on package basis, sum of amount quoted for (Price Bid-Schedule-1) service point category & (Price Bid-Schedule -2) consumables.

Note: Do not write any amount/ values here.) Quote should be given only online in GeM Portal).

GRAND TOTAL i.e. Total lumpsum value for the work, for each item based on this BOQ, given for the total contract duration of **24 months**, including all the taxes (inclusive of applicable Goods & Service Tax, should be given only online in **GeM** portal.

Note:

- **Any increase of DA / wages / other payments to be made to the persons engaged in the contract as stipulated in the Acts / circulars already released / to be released at a later date during the contract period / Contract finalization period will be reimbursed/ adjusted for (PRICE BID-Schedule-1) Service point Category only, based on actual payment made to contract labours. Amount Quoted for (PRICE BID- Schedule -2) consumables will not be applicable on such additional amount.**
- Bidder has to quote lumpsum amount with service charge of Minimum 3.85% on total estimated wages for Schedule-1. Any lumpsum amount quoting with service charge percentage lesser than 3.85 % for Schedule-1 will not be considered for further processing.**
- For (PRICE BID-Schedule-1) Service point Category Bidder shall quote lump sum offer value in GeM = (A) Total value towards payment of Minimum wages, PF ESI and Bonus (₹) + (B) Service charge amount (Inclusive of GST on service charge)+ (C) Applicable GST on (A)**
- For (PRICE BID-Schedule-2) Consumables Category Bidder shall quote lump sum offer value in GeM = (A) Total value towards Consumables for execution of this Contract as per Annexure-A1, B1, C1, A2, B2, C2, A3, B3, C3, A4, B4 & C4) with Inclusive of GST.**
- However, L1 Will be evaluated based on package basis, sum of amount quoted for (PRICE BID-Schedule-1) service point category & (PRICE BID-Schedule-2) consumables.**
- The service charge amount shall remain firm during entire contract period. Total Service charge amount shall be inclusive of all expenses towards, PPE, uniforms, Administrative/ Operational charges and all other incidental charges etc. for execution of this contract**
- If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in malpractices, 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 their offer will be summarily rejected and necessary action will be taken against the bidders.**
- 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 subject to lumpsum amount with service charge of Minimum 3.85%. 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 random algorithm of GeM portal or 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.**
- Bidder has to calculate the total rate inclusive of GST % and quote the total lumpsum value in the respective schedule.**
- The amount should be quoted inclusive of all taxes and duties levied or to be levied both by Central and State Government authorities from time to time, with applicable GST. Applicable GST% shall be indicated, separately as required in tender. Goods & Service Tax (GST) will be paid extra on production of documentary evidence.**
- The contractor shall quote only the lowest possible amount that can be offered for the intended quantity.**
- Rate for individual items of BOQ will then be arrived by BHEL, based on the service charge amount arrived from**

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quoted lumpsum amount.

13. Quotation should be valid for a period of 120 days from the date of Technical bid opening.
14. 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 with Goods & Service Tax (GST) etc. has been considered by the tenderer for the total contract period.
15. No other pre conditions along with your offer will be entertained by BHEL.
16. If non-MSE vendor is L1, participating MSE quoting price within price band of L1+15% shall be counter-offered L1 rate(s). If the MSE vendor(s) accepts the counter-offered L1 rate(s), then as the contract cannot be split, the full/ complete supply of total tendered value shall be awarded to MSE.

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TECHNICAL BID FORM (Part-I)				
Note: All relevant details should be filled by bidder and the same documents to be uploaded in GeM portal. Ref tender document for details.				
Sl. No.	DESCRIPTION	RESPONSE	ATTACHMENT IN ONLINE PORTAL	APPLICABILITY
1	Name of the Enterprise/ Company/ Firm			
2	BHEL VENDOR CODE (IF ANY)			
3	Address of the Firm/ Company			
4	Landline/Mobile number(s)			
5	EMAIL ID			
6	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 Tender document)			
7	Qualifying Criteria:			
A	EMD Amount Rs 2,00,000/- (Rupees Two Lakhs only) OR, UDYAM Registration Certificate (Copy to be uploaded in GeM Portal)		MANDATORY	
B	Proof of Status of Enterprise/ Company/ Firm: - AS APPLICABLE: •Proprietorship:- PAN/GST registration •Partnership:- Registered Partnership Deed, PAN Copy of the firm. Also, PAN copy of all partners be furnished), •Pvt Ltd./Public Ltd./Public sector/Govt Orgn.:- Certificate of Registration/Memorandum of Association & Articles of Association] (Copy to be uploaded in GeM portal)		MANDATORY	
C	PROOF OF EXPERIENCE: Experience of having successfully completed similar works during last 7 (seven) years i.e. since 01.01.2017 to 31.12.2023 in any Central / State Govt. / PSU / Private company with either of the following. Similar work means Similar works means Housekeeping works / sanitation works / Man power supply works / Any Civil Works / Structural Fabrication, Erection works / O&M works / Horticulture works. (Experience proof from BHEL shall contain work order copies and experience proof from other than BHEL shall contain work order / Documentary evidence		MANDATORY	

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	(WO /Agreement/ Completion certificate) Above experience other than BHEL to be supported by TDS (Tax Deducted at Source) certificate issued by the organization OR Form 26 AS OR Bank statement for transaction of payment.). (Copy to be uploaded in GeM portal)			
D	FINANCIAL SOUNDNESS: Average Annual financial turnover for any of the three consecutive years during the last five financial years i.e. 2018-19, 2019-20, 2020-21, 2021-22 & 2022-23 Documents to Prove Financial Soundness of the Firm (in any of the following manner given below) for any three consecutive years out of five years i.e. Self-attested copy of Income Tax Submission Acknowledgment (SARAL), Audited Profit & Loss account and Balance Sheet indicating CA membership number for above mentioned Financial Years. OR Auditor's certificate (with CA membership no. / UDIN) for consolidated minimum average annual turnover (as given above) should be enclosed.			
E	Income Tax Registration (PAN NUMBER) (Copy to be uploaded in GeM portal)		MANDATORY	
F	GST Regn. No. (Copies to be uploaded in GeM portal)		MANDATORY	
G	% OF GST APPLICABLE TO THE VENDOR FOR THIS WORK (In case of GST exempted vendor they can put NIL)	_____ %	MANDATORY	TO BE FILLED
H	Acceptance to Scope of work and General Terms and conditions of Contract. (Digitally/ Physically Signed copy of Tender document to be uploaded in GeM portal)		MANDATORY	
I	No deviation & Declaration certificate (Copy to be uploaded in GeM portal as per Annexure-Q1 on bidder letter head only)		MANDATORY	
J	Integrity pact (Copy to be uploaded as per FORMAT -1 in tender document to be duly signed and sealed with witness)		MANDATORY	
K	EPF Registration (Copy of EPF Registration to be uploaded)		MANDATORY	
L	ESI Registration (Copy of ESI Registration to be uploaded)		MANDATORY	
8	NEFT BANK FORMAT (If applicable)		ATTACH	IF APPLICABLE
9	In case of bid submitted by partnership firm, PAN of all partners to be uploaded. (Copy to be uploaded in GeM portal)		ATTACH	IF APPLICABLE

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10	DISCLAIMER CLAUSE: Neither the Organization (Bharat Heavy Electricals Ltd.) nor the service provider (M/s. GeM.) is responsible for any failure of submission of bids due to failure of internet or other connectivity problems or reasons thereof. (To be agreed by bidder)		To be “Agreed” by bidder	
11	Offer should be submitted as TWO part bids (Techno-commercial bid + Price bid) in the GeM portal. Sufficient notice would be given by BHEL for corrigendum / extensions and it will be published in following websites, https://gem.gov.in/ , http://bhel.com ; After the scrutiny of techno-commercial bids, the price bids of only techno-commercially qualified offers will be opened with prior intimation. (To be agreed by bidder)		To be “Agreed” by bidder	
12	Either Principal or authorized agent shall register their Digital Signature Certificate (DSC) (Class 3-signing & encryption). Bidders are advised to go through the FAQ available in the GeM portal. DSC shall be registered for the authorized person and all transactions done using that DSC against tenders shall be taken as valid communication and shall be binding on principal/agent and is valid legally. (Kindly intimate the authorized person name, email for registering DSC with BHEL to participate in GeM-tenders). (To be agreed by bidder)		To be “Agreed” by bidder	
13	Declaration for website downloaded and non-tampering of tender document: I/We hereby declare that I/We have downloaded the Tender Document from the website https://gem.gov.in and I/We have not tampered the tender document. In case at any stage, if it is found that the information given above is false or incorrect, BHEL shall have the absolute right to take any action as deemed fit without any prior intimation. (To be agreed by bidder)		To be “Agreed” by bidder	
14	I / We confirm that none of its group concern or affiliates etc., appears on the list of banned firms/ companies by BHEL (list available on www.bhel.com) nor any of the Director / Partner / proprietor of bidder / such group concern or affiliate etc. are involved with such company. (To be agreed by bidder)		To be “Agreed” by bidder	

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FORMAT-1

INTEGRITY PACT

Between

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Siri Fort, New Delhi - 110049 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

and

_____, (description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

Preamble

The Principal intends to award, under laid-down organizational procedures, contract's for 'OUTSOURCING OF CATERING AND HOUSEKEEPING SERVICES FOR KAILAS & ROCKFORT HOUSES AT BHEL TRICHY AND TRANSIT FLAT AT CHENNAI FOR TWO YEARS'.

The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s)

In order to achieve these goals, the Principal will appoint Independent External Monitor(s), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

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Section 1- Commitments of the Principal

1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

1.1.3 The Principal will exclude from the process all known prejudiced persons.

1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions:

Section 2 - Commitments of the Bidder(s)/ Contractor(s)

2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. 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.

2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) 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.

2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and will await their decision in the matter.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

Section 4 - Compensation for Damages

4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/ Bid Security.

4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher.

Section 5 - Previous Transgression

5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 - Equal treatment of all Bidders/ Contractors / Sub-contractors

6.1 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors. In case of sub-contracting, the Principal contractor shall be responsible for the adoption of IP by his sub-contractors and shall continue to remain responsible for any default by his sub-contractors.

6.2 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

Section 7 - Criminal Charges against violating Bidders! Contractors /Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 - Independent External Monitor(s)

8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.

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8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s) / Contractor(s). The Bidder(s) / Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)! Contractor(s) / Sub-contractor(s) with confidentiality in line with Non- disclosure agreement.

8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

8.5 The role of IEMs is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.

8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter should be examined by the full panel of IEMs jointly as far as possible, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.

8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to CMD, BHEL, at the earliest. They may also send their report directly to the CVO and the Commission, in case of suspicion of serious irregularities requiring legal/ administrative action. IEMs will tender their advice on the complaints within 10 days as far as possible.

8.8 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.

8.9 IEM should examine the process integrity; they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the organization should be looked into by the CVO of the concerned organization.

8.10 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code! Prevention of Corruption Act, and the CMD. BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.11 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.

8.12 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

9.1 This Pact shall be operative from the date IP is signed by both the parties till the final completion of contract for successful bidder and for all other bidders 6 months after the contract has been awarded. Issues like warranty / guarantee etc. should be outside the purview of IEMs.

9.2 If any claim is made/ lodged during currency of IP, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

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Section 10 - Other Provisions

10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.

10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

10.5 Only those bidders / contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

For & On behalf of the principal

For & On behalf of the Bidder/Contractor



K. PRAVEETH
Engineer
Works Contracts Management
BHEL, TRICHY - 620 014.

(Office Seal)

Place: Trichy
Date: 01.02.2024



DINESHWAR PAHAN
Dy. Engineer
Works Contracts Management
BHEL, TRICHY - 620 014.

Witness: (Name & Address)

Witness: (Name & Address)