



BHARAT HEAVY ELECTRICALS LIMITED

(A GOVT. OF INDIA UNDERTAKING)

REGIONAL OPERATIONS DIVISION

BHEL BHAVAN, 3rd FLOOR, 9/1, D-J BLOCK,
SECTOR-II, SALT LAKE CITY,

Kolkata- 700 091

Phone: 2321-0973, 2321-6300, Fax: 2321-6299

E-mail: rodcomml@bhel.in

NOTICE INVITING TENDER

Sub: Tender document for %House Keeping and Maintenance Work+

Tender Document No: RE/Admn/Cleaning contract/2018-19 dated 30.07.2018

Sealed offers are invited from reputed and experience bidders (Meeting qualifying requirements as mentioned in Section-I through E-procurement portal <https://bhel.abcprocure.com> only for %House Keeping and Maintenance Work+ by Bharat Heavy Electricals Limited, Regional Operations Division, Kolkata as per the tender document. Issue of tender to any bidder shall not construe that the bidder is considered qualified. Following points relevant to the tender may please be noted and complied with:

Sl No	Issue	Description
1.	E-Tender No:	RE/Admn/Cleaning contract/2018-19 dated 30.07.2018
2.	Broad Scope of Job	House Keeping and Maintenance Work
3.	Issue of Tender documents	a) This is an E-tender floated online through our E-Procurement platform at https://bhel.abcprocure.com b) BHEL website (www.bhel.com , www.jantermanter.com & CPP Portal) For tender viewing purpose only
4.	Last date of seeking clarification	04.08.2018, Upto 15-00 Hrs
5.	Pre bid meeting	06.08.2018, Time: 11-00 Hrs
6.	Due Date & Time of Submission of Offer(online)	Date:13.08.2018, Time: 15-00 Hrs The bidder should respond by submitting offer online in our e-Procurement platform at https://bhel.abcprocure.com only. Hard copy bid or bids through email/ fax shall not be accepted.
7.	Techno Commercial Bid opening of Tender	Date: 13.08.2018, Time: 15-30 Hrs (Online only through e-procurement platform at https://bhel.abcprocure.com . Participating bidders may witness the same online only.
8.	Cost of tender documents	Rs 100/-, Amount to be deposited in form of Demand Draft drawn in favour of Bharat Heavy Electricals Limited, payable at Kolkata. The last date for depositing is

		09.08.2018 by 15-00 Hrs.
9.	Earnest Money Deposit	Rs. 34,800/- as per cl. no. 2.0, Section I, Instruction to Bidders.
10.	Latest updates	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (www.bhel.com Tender Notifications View Corrigendums & www.jantermanter.com/ CPP portal Tender Notice & E-PROCUREMENT PORTAL https://bhel.abcprocure.com) and not in the newspapers. Bidders to keep themselves updated with all such information.
11.	Details of Tender document	
11.1	Section-I	Instruction to Bidders
11.2	Section-II	General Terms and Conditions of the Contract
11.3	Section-III	Scope & Special Terms and Conditions of the Contract
11.4	Annexure-I	Information to be furnished by the Bidder
11.5	Annexure-II	Price Bid
11.6	Annexure-III	No deviation Certificate
11.7	Annexure-IV	Declaration Certificate
11.8	Annexure-V	Checklist
11.9	Annexure-VI	Format for agreement
11.10	Annexure-VII	Certificate by Chartered Accountant on letter head

Interested parties are advised to purchase the tender document against the prescribed Cost of Rs 100/- from the office of Bharat Heavy Electricals Limited, Regional Operations Division, 3rd Floor, Plot no. 9/1, DJ Block, Sector-II, Salt Lake City, Kolkata-700091. Tender document can also be downloaded from our websites mentioned above. However, even in case of downloading, bidder has to make payment of Rs 100/- in form of Demand Draft towards cost of tender documents on or before 09.08.2018 by 15-00 Hrs. Under no circumstances on this account, the tender opening date shall be extended.

The offer shall be uploaded as per the instructions of tender document. Price shall not be mentioned by the bidders anywhere in the techno-commercial portion of offer. Price shall be mentioned in the relevant price schedule only and to be submitted in e-procurement portal/platform in the form and manner mentioned in tender.

For E-PROCUREMENT ASSISTANCE & TRAINING, M/s E-PROCUREMENT TECHNOLOGIES LIMITED HELPDESK PERSONS AS PER FOLLOWING: -

- a) Mr. Swapnil Hamilton, Support Executive, Ph: +91 7940270549, e-mail ID: swapnil.h@eptl.in
- b) Mr. Hardik Oza, Support Executive, Ph: +91 7940270560, e-mail ID: hardik.oza@eptl.in
- c) Mr. Ankur Bhatt, Support Executive, Ph: +91 7940270590, e-mail ID: ankur.bhatt@eptl.in

d) Mr. Prashant Rajyaguru, Asst. Manager . Implementation & Support, Ph: +91 7940270545, e-mail ID: prashant@eptl.in

or for any difficulty in downloading the tender from internet website, the bidders should contact this office (DGM, ROD, Phone no. 033-23216553 or AGM, ROD, Phone no. 033-23216300). No alteration/changes by bidders is permitted in the tender/NIT appeared in the website.

Quotations submitted by the Bidders through e-mail/fax/telegrams will not be considered valid. You are requested not to take any deviation from this tender.

BHEL reserves the right to accept or reject the tender either partly or fully as considered necessary without assigning any reason thereof and the decision of BHEL in this regard shall be final and binding on the contractor.

Dy. General Manager
BHARAT HEAVY ELECTRICALS LIMITED
Regional Operations Division,
9/1, DJ Block, Sector -II,
Salt Lake City, Kolkata-700091.

Encl.: Tender documents

Contact Details: Tel. No.: 033 2321-6553/0973
Fax No.: 033 2321-6299
Email : phalder@bhel.in

SECTION-I
INSTRUCTIONS TO BIDDERS

1.0 Submission of Tender:

This e-tender specification as a whole duly furnishing the following details, shall be uploaded superscribing tender for House Keeping and Maintenance Work+ at BHEL, ROD Premises, located at BHEL House, 3rd floor, D/J-9/1, Salt Lake, Kolkata -700091 and its residential complex at Monohar Pukur Road, Kolkata-700026.

This is an E-tender floated online through our E-Procurement Site <https://bhel.abcprocure.com>. The bidder should respond by submitting their offer online only in our e-Procurement platform at <https://bhel.abcprocure.com> through Digital Signature Certificate. Offers are invited in two-parts only. No Hard copy bid or bids through email/ fax shall be accepted. Bids are invited in two parts & shall be submitted as described below:

Offer Description	Documents to be uploaded & modality of uploading
Technical Offer	a) Scanned copy of documents towards Earnest Money & cost of tender documents (To be attached in Attachment section). b) Scanned copy of Entire tender documents signed & stamped on each page by authorized representative of the bidder except price bid (To be attached in Attachment section). c) All supporting documents/ Annexures etc. as applicable except Price bid (To be attached in Attachment section). d) No deviation certificate+ in bidder letterhead as per format given in Tender (To be attached in Attachment section). e) Declaration certificate in Bidders letterhead as per the format given in the Tender (To be attached in Attachment section).
Qualifying requirements data	f) Documents pertaining to Qualifying requirements data with all credentials as per tender. (To be attached in Attachment section)
Price Bid	g) Duly filled in Price bid as per tender. (To be attached in price bid Attachment section) Any other document uploaded in the price bid, apart from tendered Price schedule, shall not be taken into cognizance for evaluation of offer.

SPECIAL NOTE:

Your offer & documents submitted with the offer shall be signed and stamped on each page by your authorized representative. No overwriting / correction in tender documents by bidders shall be allowed. However if correction is unavoidable, the same may be signed by authorized signatory.

All documents / annexure submitted with the offer shall be properly annexed and placed in respective places of the offer as per enclosure list mentioned in the NIT. BHEL shall not be responsible for any missing documents.

2.0 COST OF TENDER DOCUMENT & EARNEST MONEY DEPOSIT

- i. Interested parties are advised to purchase the tender document against the prescribed Cost of Rs 100/- in form of Demand Draft from the office of Bharat Heavy Electricals Limited, Regional Operations Division, 3rd Floor, Plot no. 9/1, DJ Block, Sector-II, Salt Lake City, Kolkata-700091. Tender document can also be downloaded from our websites mentioned above. However, even in case of downloading, bidder has to make payment of Rs 100/- in form of Demand Draft towards purchase on or before 09.08.2018 by 15-00 Hrs. **Offer shall be not be considered in case of non-submission of cost of tender document within stipulated time.** Under no circumstances on this account, the tender opening date shall be extended.
- ii. Earnest Money Deposit (EMD) of Rs.34,800/- (Rupees Thirty Four Thousand Eight Hundred only) either in the form of crossed Demand Draft / Banker's cheque/ Pay Order (in favour of Bharat Heavy Electricals Limited, payable at Kolkata) or Electronic Fund Transfer shall be submitted by bidder within due date and time of submission of offer, failing which the bidder's offer is liable for rejection.
- iii. In case of submission of EMD through Electronic Fund Transfer, bidder shall ensure credit of amount to BHEL within due date and time of submission of offer failing which the bidder's offer is liable for rejection. Scanned copy of payment confirmation receipt/ transaction slip with UTR number to be uploaded online.

Bank details for Electronic Fund Transfer:
Name- Bharat Heavy Electricals Limited
Bank- ICICI Bank, Calcutta Branch
A/c no- 000605005830
IFSC- ICIC0000006
- iv. In case of EMD submission through demand draft/ banker's cheque/pay order, same to be submitted in sealed envelope (superscribing tender reference) to Dy. General Manager, ROD, 3rd floor BHEL Bhawan, DJ-9/1, Sector-II, Karunamoyee, Salt Lake City, Kolkata-700091, West Bengal within due date and time of submission of offer.
- v. Scan copy of documents in support of submission of cost of tender documents and EMD to be uploaded along with techno-commercial offer in e-procurement portal/platform.
- vi. In case of successful Bidder, the Earnest Money deposited shall be retained and it may be adjusted towards security deposit.
- vii. In case of unsuccessful Bidder, the Earnest Money deposited will be refunded to them within 15 (fifteen) days from the date of award of work to the successful bidder without any interest.

- viii. BHEL reserves the right to forfeit the Earnest Money deposit in case the Bidder:
- a. After opening of tender, revokes his tender within the stipulated period.
 - b. Fails to communicate unqualified acceptance to the Letter of intent within 15 (fifteen) days from the date of issue of Letter of Intent.
 - c. Fails to start the work as per contract specification
 - d. Fails to submit the Security Deposit as per clause no. 23.0 of Section-I, Instruction to Bidders

3.0 All bidders are required to submit the documents Online as per QR, Annexure-I Annexure-III, Annexure-IV, Annexure-V & Annexure-VII (if applicable) along with certificates/documents /information pertaining to the Qualifying requirement data and copy of tender specification duly signed by the bidder.

4.0 **QUALIFYING REQUIREMENTS FOR BIDDER**

1. The Bidder should have Average Annual Turn Over of minimum Rs 8.70 Lakhs (Rupees Eight Lakh Seventy Thousand Only) for last three financial years ending 31.03.17. Audited balance sheet and profit & loss account of the company is to be submitted for last three financial year ending 31.03.17.
2. The Bidder should have successfully executed similar work ~~at~~ leading PSUs/State Government /Central Government/Private Sector+in last five years ending 30.06.18, value of which should be either of the following: -
 - a) Three similar works, each costing not less than Rs. 6.96 Lakhs.
OR
 - b) The vendor should have executed two similar works, each costing not less than Rs. 8.70 Lakhs.
OR
 - c) The vendor should have executed Single similar work, costing not less than 13.92 Lakhs.

Bidder shall also submit copy of at least one Work order/Letter of Award of running contract in leading PSUs/State Government /Central Government/Private Sector+

3. Similar work as referred to above means experience in executing the services of ~~pro~~roviding House Keeping/Maintenance services in leading PSUs/State Government /Central Government/Private Sector+. Proof of same is/are to be enclosed.
4. A statement giving particulars duly supported by documentary evidence for works of similar nature by the Bidder in leading PSUs/State Government /Central Government/Private Sector in the past.
5. An attested copy of the Power of Attorney in case the tender is signed by an individual other than the Proprietor.

In case of Individual: His full name, mailing address, Fax No., Telephone No, E-Mail ID and place and nature of business are to be submitted along with copy of Trade License certificate.

In case of Partnership Firm: The names of all the partners and their address along with a copy of the Partnership deed, instruments or partnership duly certified by Public Notary are to be submitted.

In case of Companies: Date and place of registration including date of commencement certificate in case of Public Limited Company (Certified copies of Memorandum of Association are to be furnished), Nature of business carried out by the Company and provisions of the Memorandum relating thereof as well as names and particulars including addresses of all the Directors and their previous experience, as well as their financial condition are to be submitted.

6. The bidder shall submit supporting documents to establish that :

It is a specialized agency (having core competency) for providing the required services/carrying out the assigned work/job etc.

The bidder should submit the following documents: -

- i) A list of credentials i.e. proof of award of work by leading PSUs/State Government /Central Government/Private Sector in support of experience in the relevant field.
- ii) Details of the present job(s) being handled and working experience of last (05) five years.
- iii) Attested copies of partnership deed, power of attorney (if applicable).
- iv) No deviation certificate.
- v) Documents towards PF and ESI registration in West Bengal along with proof of deposition.
- vi) Latest I.T. clearance certificate/ Latest IT Return
- vii) Copy of PAN Card of Company/ Firm. In case of Firm/ Individual, copy of PAN card of partner(s)/ Proprietor
- viii) GSTIN Registration certificate and latest return
- ix) Audited Balance Sheet & profit & loss A/C of last three financial years ending 31.03.17.
- x) Copy of Trade License.
- xi) Experience of executing similar work preferably in large organizations.

The Bidder must submit Certificate(s)/Documentary evidence(s)/issued by the Client/End user in support of having executed the works as above.

5.0 The Bidder shall go through all the Sections and Annexures and quote their rates accordingly in Price Bid.

Bidders shall quote Service charges in percentage upto two decimal places for total liability per month.

The bidder shall note that Service Charges shall not include the payment mentioned under clause no. 4 of section-III.

The Service Charges shall include Cost of consumables for House Keeping elaborated in clause 1.1 of section-III of this NIT and cost towards tool kit as per clause no. 2 of Section-III of this NIT.

GST/other statutory taxes, if applicable shall be indicated separately and shall not be included in the Service charges. These statutory taxes shall be paid separately against documentary evidence, if applicable.

- 6.0 No deviation with respect to tender clauses and no additional clauses/suggestions/clarification in Techno-commercial bid/Price bid shall normally be considered by BHEL. Bidders are requested to positively comply with the same. Offers with deviation are liable for rejection.
- 7.0 BHEL also reserve the right to reject the bidder with unsatisfactory past performance in the execution of a contract. BHEL's decision in this regard shall be final & binding.
- 8.0 BHEL reserves the right to accept or reject any or all offer without assigning any reasons thereof. BHEL also reserve the right to cancel the offer wholly or partly without assigning any reason thereof. BHEL also reserve the right to split/part award the job. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).
- 9.0 Tenders shall be opened by the authorized official(s) of BHEL, online at the time and date specified in the tender notice.
- 10.0 The bidders shall thoroughly go through all the clauses/specification, terms and conditions stipulated in the tender documents. Should the bidders have any doubt about meaning of any portion of the tender specification or if the bidders find that the tender documents are incomplete or shall require clarification on any of the technical aspect, scope of work etc. he shall at once contact the authority inviting the tender for clarification on or before the last date of seeking clarifications.
- 11.0 Before submitting their offers, the bidder should visit/Inspect the place of work and get them well acquainted with the working atmosphere and other prevalent conditions, facilities available. No claim will be entertained by BHEL later on, on the ground of lack of knowledge.
- 12.0 Bidders must furnish all the required information as per the instructions given in various sections of the tender specification. Each and every page of the tender specifications must be signed and submitted along with the offer by the bidder as a token of complete acceptance thereof. The information furnished shall be complete by itself.
- 13.0 The bidder shall quote the rates in percentage in English language and international numerals. For the purpose of the tender, the metric system of units shall be used.

- 14.0 All entries in the tender shall be either typed or in written form. Erasures and overwriting are not permitted and may render such tenders liable to be summarily rejected. All cancellations, insertions, overwriting etc. shall be duly attested by the bidders.
- 15.0 While every endeavor will be made by BHEL they cannot guarantee uninterrupted work due to conditions beyond their control, contractor will not be entitled to any compensation/extra payment on this account.
- 16.0 In the event of any dispute of any nature, the decision of BHEL shall be final and binding on the contractor.
- 17.0 In case of any petty work for which there is no such specification as laid down in the contract, such work shall be carried out in accordance with the instructions and requirements of BHEL authorized representative free of cost.
- 18.0 No idle labour charges will be admissible in the event of any stoppage caused in the work resulting in contractor's working hands being rendered idle due to any cause of any type.
- 19.0 Use of Land: No premises belonging to BHEL either owned or hired shall be occupied by the contractor without the written permission of BHEL.
- 20.0 The price bids of only those bidders will be opened whose Techno-commercial Bid, Earnest Money Deposit requirements and cost of tender documents are found to be in order and acceptable to BHEL.

21.0 **AUTHORISATION AND ATTESTATION:**

Tenders shall be signed by persons duly authorized/empowered to do so. Certified Copies of such authority and relevant documents shall be submitted along with the tenders.

22.0 **EXECUTION OF CONTRACT:**

The successful Bidder will have to sign an agreement with %Bharat Heavy Electricals Limited.+; Kolkata as per the prescribed format enclosed at Annexure-VI.

The responsibility of the successful bidder under this contract commences from the date of award of work to successful bidder by Bharat Heavy Electricals Ltd, ROD, Kolkata.

23.0 **SECURITY DEPOSIT:**

- 23.1 Upon acceptance of tender, the successful Bidder must deposit Security Deposit which shall be 5% of the total Contract value which will be the total cash outflow of BHEL including service charge quoted by the successful bidder and the expenditure that would be incurred by BHEL on account of wages, emoluments and statutory payments etc to be made against the contract.

The successful Bidder may furnish the Security deposit in any one of 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 Schedule Banks/Public Financial Institutions as defined in the Companies Act. The Bank guarantee format should have approval of BHEL.
- iii. Fixed deposit 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 Saving Certificates, Kisan Vikas Patras etc. (held in the name of the contractor furnishing the security and duly endorsed/hypothecated/pledged, as applicable, in favour of BHEL)
- v. At least 50% of the required Security deposit, including the EMD, should be collected before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected. If the value of work done at any time exceeds the contract value, the amount of Security deposit shall be correspondingly enhanced and additional Security Deposit shall be immediately deposited by the Contractor or recovered from payments due to the Contractor
- vi. EMD of the successful bidder may be converted and adjusted against the Security Deposit.
- vii. Security Deposit shall be released to the Contractor upon fulfillment of contractual obligations as per terms of the contract.
- viii. The security deposit shall not carry any interest.

NOTE: BHEL will not be liable to or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected herewith.

- 23.2 The successful Bidder shall not commence work under the contract before remitting the Security Deposit.
- 23.3 Failure to deposit the security deposit within the stipulated time may lead to forfeiture of Earnest Money and cancellation of award of the work as BHEL may deem fit.
- 23.4 BHEL reserves the right to forfeit the Security Deposit, in addition to other claims and penalties in the event of the contractors failure to fulfill any of the contractual obligation or in the event of termination as per terms and conditions of the contract, BHEL reserves the right to set off his security deposit against any claim of any other contracts with BHEL.
- 23.5 No interest shall be payable by BHEL on Earnest Money/Security Deposit money due to the Contractor by BHEL.
- 24.0 **RETURN OF SECURITY DEPOSIT:**

If the Contractor duly performs and completes the contract in all respects to the entire satisfaction of BHEL and presents an absolute ~~No Demand Certificate~~+and returns properties belonging to BHEL, lent or hired by him for carrying out said work, the Security Deposit will be released to the contractor after deducting all cost and expenses or other amounts that are to be paid to BHEL under this or other contracts entered in to with the contractor, only after the satisfactory completion of the contract period.

25.0 REJECTION OF TENDER AND OTHER CONDITION:

The acceptance of tender will rest with BHEL which does not bind BHEL to accept the lowest tender or any tender and reserves to itself full rights for the following without assigning any reason whatsoever.

- a. To reject any or all of the tenders.
- b. To split up the work amongst two or more Bidders.
- c. To award the work in part.

25.1 Conditional tenders containing absurd or unworkable rates and amounts and tenders which are incomplete and otherwise defective and tenders which are not in accordance with the tender conditions and specifications etc are liable to be rejected.

25.2 If a Bidder expires after submission of the tender or after the acceptance of his tender, BHEL may at their own discretion, cancel such tender. If a partner of a firm expires after the submission of the tender or after the acceptance of the tender, BHEL may cancel such tender at their discretion unless the firm retains its character.

25.3 If the Bidder deliberately gives wrong information in the tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract, if awarded and forfeit the EMD/Security Deposit.

25.4 Should a Bidder or contractor or in the case of a firm or Company one or more of its partners/Shareholders/Director have a relations employed in the capacity of an officer in BHEL, the authority in BHEL inviting the Tender shall be informed of the fact along with name of the Officer, failing which BHEL may at its sole discretion reject the Tender or cancel the Contract and may forfeit the EMD/SD.

25.5 If any price component related to subject Tender in full or in part is exposed and found with its Techno-commercial offers, the offer shall out rightly be rejected and will not be considered further.

26.0 The successful Bidder should not sub-contract the part or complete work detailed in this tender specification under taken by him without written permission of BHEL. The Bidder is solely responsible to BHEL for the work awarded to him. Any deviation in this regard will entail termination of such contract by BHEL at the risk and responsibility of the contractor.

27.0 No deviation from the tender specifications shall be acceptable to BHEL. Bidders shall confirm their unqualified acceptance of the terms and conditions

by giving an undertaking that they have not taken any deviation from the terms and conditions of the Tender.

28.0 VALIDITY OF OFFER:

The rates in the Tender shall be initially kept open for acceptance for a minimum period of four months from the date of opening of tender. If a bidder withdraws or revokes his tender or revises the tender rates and/or conditions for any item within the aforesaid period, his Earnest Money Deposit is liable to be forfeited. In case Bharat Heavy Electricals Limited calls for negotiations, such negotiation shall not account to cancellation or withdrawal of the original offer which shall be binding on the Bidders.

29.0 EVALUATION:

Evaluation will be done on the basis of lowest evaluated service charges based on the quotation in Annexure II %Price Bid+.

30.0 SETTLEMENT OF DISPUTE AND ARBITRATION:

Except as otherwise specifically provided in the Contract all disputes concerning questions of fact arising under the contract shall be decided by BHEL subject to a written appeal by the Contractor to BHEL, whose decision shall be final to parties hereto.

Any disputes or differences including those considered as such by only of the parties arising out of or in connection with the Contract shall be to the extent possible settled amicably between the parties.

If any dispute or differences of any kind whatsoever shall arise between the BHEL and contractor, arising out of the contract for the performance of the work whether during the progress of termination, abandonment or breach of the contract, it shall in the first place be referred to and settled by AGM, BHEL, ROD, Kolkata who within a reasonable period after being requested shall give written notice of his decision to the contractor. Save as hereinafter provided, such decision in respect of every matter so referred shall forthwith be given effect to by the contractor who shall proceed with the work with all due diligence, whether he or BHEL required arbitration as hereinafter provided or not.

If the AGM, BHEL, ROD, Kolkata has given written notice of this decision to the party, no claim to arbitration has been communicated to him by the party within 30 days from the receipt of such notice the said decision shall become final and binding on the parties. In the event of the contractor being dissatisfied with any such decision of if amicable settlement cannot be reached then all such disputed issues shall be referred to the sole arbitration of the person appointed by BHEL representative from HR, ROD,Hq, New Delhi, BHEL.

The parties to the contract understand and agree that there will be no objection to any such appointment that the arbitrator is appointed is a Government servant or in the employment of BHEL, that he had to with the

matters to which the contract relates and that in the course of his duties or any of the matter in dispute or difference as a Government servant or as an employee of BHEL, he had expressed views in all or any of the matter in dispute or difference. The award of the arbitrator shall be final and binding on the parties to this contract.

In the event of the arbitrator dying, neglecting or refusing or resigning or transferred or being unable to act for any reason or his award being set aside by the court for any reason, it shall be lawful for the either to act himself as the arbitrator or to appoint another arbitrator in place of outgoing arbitrator in the matter aforesaid.

The arbitrator may from time to time with the consent of both the parties to the contract enlarge the time for making the award.

Work under the contract shall continue during the arbitration proceedings unless BHEL shall order the suspension or termination thereof or any part thereof of the work or any portion of the work.

Subject arbitration as aforesaid, shall be conducted in accordance with the provision of Indian Arbitration Act, 1940 or any statutory modification or reenactments thereof the rules made there under and for the time being in force shall apply to the arbitration proceeding under the clause. The venue of the arbitration, if any, shall be Kolkata.

31.0 MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or valid Udyog Aadhar Memorandum & acknowledgement or EM II certificate along with attested copy of a CA certificate (Format enclosed at Annexure . VII where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 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 is not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer.

Any Bidder falling under MSME category, shall furnish the following details & submit documentary evidence/Govt. Certificate etc. in support of the same along with their techno-commercial offer:-

Type under MSME	SC/ST owned	Others
Micro		
Small		
Medium		

Note: - If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSME category.

SECTION-II

GENERAL TERMS AND CONDITIONS OF THE CONTRACT

1.0 DEFINITION:

- 1.1 The following terms and expressions shall have the meaning hereby assigned to them except where the context otherwise requires.
- 1.2 %BHEL+ shall mean %Bharat Heavy Electricals Limited+, a company registered under Indian Company Act 1956 having its registered office at BHEL House Siri Fort, New Delhi-110049 and its Regional Head Quarter at Industry Sector, Integrated Office Complex, Lodhi Road, New Delhi-110003 or at its administrative officers or other employees authorized to deal with any matters with which these persons are concerned on its behalf.
- 1.3 %CONTRACTOR+ shall mean the Individual firm or Partnership firm or Company who enters into this contract with BHEL and shall include their executors, administrators, successors and assigns.
- 1.4 %LETTER OF INTENT+ shall mean the intimation by a letter to the bidders that his tender has been accepted in accordance with the provisions contained in that letter. The responsibility of the contractor shall commence from the date as mentioned in the %Letter of Intent+ and all the terms and conditions of the contract are applicable from the date of commencement.
- 1.5 %MONTH+ shall mean the English Calendar month.

1.6 ISSUE OF NOTICE

The contractor shall furnish to BHEL, the name, designation and address of his authorized agent and all complain notices, communications and reference shall be deemed to have been duly given to the Contractor if delivered to the contractor or his authorized agent or left or posted to the address either of the contractor or his representative /authorized agent and shall be deemed to have been so given, in the case of posting on the day on which they would have reached such address in the ordinary course of post or on which they were so delivered of /or left.

2.0 COMMENCEMENT OF WORK:

- 2.1 The contractor shall commence the work from the date of award and shall proceed with the same with due expedition without any delay.
- 2.2 If the successful Bidder fails to start the work within the stipulated time, BHEL at its sole discretion will have the right to cancel the contract. His earnest money and /or security deposit with BHEL will stand forfeited without any further reference to him.

3.0 **MODE OF PAYMENT:**

- 3.1 Reimbursement of payments such as minimum wages, statutory payments, Special economic relief package, HRA etc., on proof of such payments made to their Contract Workers deployed by the Contractor along with service charges will be released to the contractor after his submission of bills and verification of same.
- 3.2 All payment will be made to the contractor after deduction of Income Tax at source or any other taxes as applicable and prescribed under Income Tax Act/Rules/any other Act from time to time.
- 3.3 All payments to the contractor will be made by NEFT/RTGS.
- 3.4 GST shall be paid as per Statutory Norms.

4.0 **RIGHTS OF BHEL**

- 4.1 In case the contractor does not carry out the contractual/statutory obligations or the services rendered by him are found to be unsatisfactory, BHEL shall bring the same to his notice and he will be obliged to discharge the obligations and rectify the deficiency/anomaly within specified time failing which BHEL reserves the right to impose the specified penalty and/or terminate the contract without assigning any reason whatsoever. In such an event, no damages will be payable for short closure of the contract.
- 4.2 Without prejudice to the aforesaid clause, BHEL reserves its right to terminate the contract without assigning any reason thereof by giving 30 days notice in writing to the contractor.
- 4.3 The cancellation of contract may be either for whole or part of the contract at BHEL's option. In the event of termination of contract in whole or part BHEL may procure upon such terms and in such manner as deemed appropriate, supplies or services similar to those so terminated and the contractor shall be liable to BHEL for any excess costs for such similar supplies or services provided that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.
- 4.4 The decision of BHEL regarding interpretation of any terms and conditions set forth in the Agreement shall be final and binding on the contractor.

5.0 **RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF LOCAL LAWS EMPLOYMENT OF WORKERS ETC.**

- 5.1 The contractor shall comply with all state and central laws statutory rules, regulations as may be applicable from time to time, as may be prevalent or enacted by the government during the tenure of the contract and having force or jurisdiction at the place of work. The contractor shall give to the local Government body, police and other relevant authorities all such notices as may be required by the law. The contractor shall also furnish proof of above compliance to the authority concerned as and when demanded by BHEL authority.

- 5.2 The contractor shall pay all taxes, fees, license fee, charges for duties, royalty commissions or other charges which may be levied on account of operation and in executing the contract to the concerned authorities. In case BHEL is forced to pay any of such taxes, etc. BHEL shall have the right to recover the same from the contractor either from his bill or otherwise as deem fit.
- 5.3 The contractor shall be responsible for provision of health and sanitary arrangements particularly described in Contract Labour Regulation & Abolition Act safety precautions etc. as may be required, for safe and satisfactory execution of the Contract.
- 5.4 The contractor shall be responsible for the proper behavior at the place of work and observance of all regulations by the staff employed by him.
- 5.5 The contractor shall ensure that no damage is caused to any person, property of other parties working at the place of work. If any such damage is caused, it is the responsibility of the contractor to make good the losses or to compensate for the same.
- 5.6 In case the contractor is required to undertake any work outside the scope of this contract, the rates payable shall be those mutually agreed upon.
- 5.7 The contractor shall arrange and coordinate his work in such a manner as to cause no hindrance to other agencies working in the same premises.
- 5.8 All safety rules and codes applied by BHEL at the place of work shall be observed by the contractor without exception. The contractor shall be responsible for the safety of the equipment/materials and work to be performed by him and shall maintain all protection necessary for the purpose. The contractor shall also take precaution as may be indicated from time to time by BHEL with a view to prevent pilferage, accidents, fire hazard and due precaution shall be taken against fire hazards and atmospheric conditions.
- 5.9 The contractor shall arrange for such safety devices as are necessary for this type of work under this contract.
- 5.10 **The contractor shall be directly responsible for payment of wages, other statutory payments, Special Economic package etc to his workmen.**
- 6.0 **INSURANCE:**
- 6.1 It is the sole responsibility of the contractor to insure his workmen against injury, disability and death while at work and to pay compensation to his workmen, if so happens. The contractor should have ESI registration for coverage of his workmen under ESI scheme.
- 6.2 If due to negligence and/or non-observance of the safety and precautions any accident/injury takes place to any other person(s)/public, the contractor shall have to pay necessary compensation and other expenses, if so decided by BHEL authorities.

6.3 If due to contractor's carelessness, negligence or non-observance of safety precautions damage to BHEL's property and personnel should occur and if BHEL is unable to recover the cost in full from the Insurance Company, the balance will, be recovered from the contractor. In the event of loss/theft of BHEL's property while in the custody of the contractor it will be the responsibility of the contractor to lodge F.I.R with the local police authorities and furnish the details of F.I.R. about loss/theft within 48 hours of the occurrence. This is for the purpose of lodging insurance claim. If BHEL is unable to recover the cost in full from the Insurance Company, the balance including deductible franchise wherever applicable will be recovered from the contractor.

7.0 **STRIKES & LOCKOUTS:**

The contractor will be fully responsible for any dispute and other issues connected with his employee. In the event of the contractor's employee resorting to strike BHEL shall have the right to get the work executed through any other agencies and the cost so incurred by BHEL, shall be deducted from the contractor's running bill/(s).

8.0 **LAW GOVERNING THE CONTRACT AND COURT JURISDICTION:**

8.1 The contract shall be governed by the laws for the time being in force in the Republic of India. The Civil Court, having ordinary original civil jurisdiction in Kolkata shall alone have exclusive jurisdiction in regard to all claims in respect of this contract.

9 **DURATION OF CONTRACT:**

9.1 The contract shall remain valid for a period of one year from the date of award with a provision for further extension upto a period of one year subject to satisfactory performance of Agency. In case, the contract is further extended, the security deposit has to be enhanced accordingly.

9.2 In the event of changes in the rates of Minimum wages, statutory payments, any other emoluments etc., same shall be incorporated in the Contract which will be payable by the Contractor as applicable to the contract Workers deployed under him, on reimbursable basis.

9.3 Extension of the contract cannot be claimed as a matter of right by the contractor and the decision of BHEL shall be final in this regard.

10.0 **TERMINATION OF CONTRACT:**

10.1 The contract may be terminated by BHEL after giving one month's notice to the contractor.

10.2 The contractor will be required to give to BHEL an advance notice of three months in writing for termination of this contract.

11.0 **LIQUIDATED DAMAGE/PENALTY:**

If for any reason, House keeping job is hampered and can not be reconciled within 24 hours due to the fault on the part of the contractor than penalty @ Rs 1000/- per day will be deducted from the service charge of the contractor limited to 5% of the contract.

SECTION-III
SCOPE & SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

1.0 NAME OF WORK

House Keeping Service and Maintenance work including plumbing Work at BHEL, ROD premises, located at BHEL House, 3rd Floor, DJ-9/1, Salt Lake, Kolkata-700091 and its residential complex at Monohar Pukur Road, Kolkata-26. The following are the terms and conditions of the contract:

1.1 SCOPE OF WORK:

House keeping maintenance services shall be provided by the Contractor at DJ-9/1, 3rd Floor (area covered under the departments called ROD, TBG & TMX cell) having approx. 4000 Sq. ft. and all plumbing works in office and Residential complex at Monohar pukur Road, Kolkata-700026

All Office furniture items, furnishings, fittings and fixtures, lights, fans, electronic equipments, cabins in the aforesaid buildings.

All toilets of the area covered as above.

Pantry/pantries of the area covered as above.

Stores, cabinets of the area covered as above.

Telephone instruments, computers/printers of the area covered as above.

House keeping services to be provided by the contractor shall include the following:-

- Sweeping the floors.
- Collection of garbage.
- Mopping of floors with disinfectant/anti bacterial chemicals.
- Cleaning of floors with soap.
- Lobby and common areas (to be specified) to be mopped.
- During important occasions and VIP visits activity of cleaning and mopping may be required more frequently this will be intimated in advance.
- Dusting and cleaning of all furniture items, fittings and fixtures, electronic equipments, Venetian blinds, window panes, wall panels, waste paper baskets, etc.
- Polishing/buffing of floors once a month.
- Cleaning of toilets and urinals pots with acid once a day.

- Cleaning and polishing of tiles and urinal separators one times.
- Cleaning and polishing of name plates, display boards, handles and hand railings.
- Removal of cob-web one time.
- Cleaning all attached Toilets before opening of office and after closure of office thoroughly using disinfectants, keeping toilet rolls, filling soap dispersers in the morning and keeping fresheners/naphthalene balls at appropriate
- Supply of following materials every month:
 - 1) Room Freshners - 6 Bottles
 - 2) Liquid soap solutions (Floor Cleaner) - 1 Ltr x 4 bottles
 - 3) Phenyl (like phytofresh) - 5 Ltrs
 - 4) Liquid soap (Hand Wash) - 3 Ltrs
 - 5) Toilet Cleaner (Like Harpic) . 1 Ltr x 5 bottles
 - 6) Acid . 2 Ltrs
 - 7) Floor Cleaner Cloth . 12 Pcs.
 - 8) Cloth Duster (white) - 8 Pcs.
 - 9) Cloth Duster (yellow) - 8 Pcs.
 - 10) Broom stick (Jharu) - 4 Nos. (Alternate Month)
 - 11) Kathi Jharu- 4nos. (Alternate Month)
 - 12) Odonil (Thin square) - 24 Nos
 - 13) Mosquito Repellent (Hit)-1 Bottle
 - 14) Floor Wipers (long) . 4 nos. (Alternate Month)
 - 15) Vim Powder . 1 Kg x 4 packets
 - 16) Red cloth . 8 metres

(All the materials supplied shall be of ISI standard and brands/make.)

Cost of these materials/consumables shall be included in the Service Charge quoted by bidder in Annexure II, "Price bid".

- 1.2 For execution and performance of house keeping and maintenance work, the contractor shall deploy manpower as per clause no. 2.0 of section-III.
- 1.3 The contractor shall also provide plumbing services for regular maintenance work and requisite emergency repairs.
- 1.4 The contractor shall arrange for all materials at his own cost required for House Keeping purpose and shall strictly maintain a stock-cum-issue register for the same regularly. For periodic check up the same shall be made available to the authorized representative of BHEL as and when asked for.
- 1.5 The contractor shall provide such expertise and skilled manpower as and when required to undertake repairing jobs of sanitary fittings and other related areas.

- 1.6 Any other related work with respect to the contract as per the description of the tender enquiry shall have to be undertaken by the employees of the contractor.
- 1.7 The contractor shall be liable to make good all damages, breakage etc resulting in from the negligence of the contractor's workmen.
- 1.8 The contractor shall engage/ensure that the persons being engaged by him shall maintain office decorum. Such persons should be well-behaved, neatly dressed, properly shaved and combed and obedient. They shall carry out all instructions given for proper maintenance and cleaning of premises.
- 1.9 BHEL reserves the right to recover from the bills of the contractor the cost incurred in emergency repairs or work done on emergent nature through other agencies.
- 1.10 The contractor should be in a position to mobilize and start services as per the conditions of contract.

2.0 **DEPLOYMENT OF MANPOWER AND AMENITIES TO MANPOWER:**

The manpower will be deployed at BHEL premises at Kolkata as per requirement. For actual deployment of manpower, the contractor shall consult with BHEL. Age of contractor deployed manpower should not less than 18 years and upper limit of age shall be 60 years.

The contractor shall deploy minimum 5 workers as per below details to carry out the activities as per tender specifications:-

- a. Skilled Workers-1no. (1no. Plumber)
- b. Un-skilled workers . 4nos.

Deployment of any additional worker will be to the bidders account. In any case, all necessary statutory payments as per clause No 3.0 will have to be ensured for all the workers.

Contractor has to provide a tool kit with bag containing basic tools to skilled Workers.

Contractor shall ensure that his staffs are always dressed in clean and tidy uniforms condition while on duty for the said services in BHEL from the date of commencement of the contract. The following uniform items are to be provided by contractor on reimbursable basis as per advice from BHEL.

- a. Two sets of terri cotton uniform (two pants and two shirts per worker)
- b. One pair of leather shoes
- c. Two pair of terri cotton Socks
- d. Sweaters

3.0 **PAYMENT TO WORKERS BY CONTRACTOR:**

- 3.1 Contractor has to make payment to workers as per Minimum Wages Act of Government of West Bengal as applicable to different category of worker inline with the Minimum Wages Notification issued by Government of West Bengal from time to time.
- 3.2 The Special Economic Relief Package (SERP) to be offered to the contract workers to be deployed by the Contractor at present shall be Rs 2590/- (Consisting of Transport subsidy of Rs 1200/-, Liveries of Rs 690/-, Washing allowance of Rs 400/- and Education allowance of Rs 300/-) per worker per month. In addition, Rs 500/- per month shall be paid to contract workers as fixed benefit.
- 3.3 HRA @ 5% of the basic wages plus SERP per worker per month shall also be payable by the Contractor.
- 3.4 Provident Fund @ 12% of minimum wages plus SERP towards the Employers contribution is to be deposited by contractor to the concerned authority as per statutory requirement.
- 3.5 Special Pay @ Rs. 4302/- per unskilled worker and Rs. 4858/- per skilled worker shall be payable by the contractor.
- 3.6 ESI payment @ 4.75% of Basic wage, SERP (excluding Washing Allowance) and HRA to be deposited by contractor to the concerned authority as per statutory requirement.
- 3.7 In addition to above, the following payments are payable to/for the benefit of workers from contractor at the end of the contract:
1. Bonus @ 8.33% of Basic wage plus SERP
 2. Terminal Benefit @ 4.81% of Basic wage plus SERP
 3. Leave salary . 30 days per year
- 3.8 Any revision of Special Economic Relief Package/ Special pay, additions/ variations of emoluments shall be payable to contract Workers as advised by BHEL.

4.0 **AMOUNT REIMBURSABLE TO CONTRACTOR**

- 4.1 Payments as per clause no.3.0 are reimbursable to contractor.
- 4.2 Provident Fund @12% of minimum wages plus SERP is to be deposited by contractor to statutory authority as per statutory requirement. Such payment towards Provident fund including Admn. Charges @ 1 % of minimum wages plus SERP shall be reimbursed to contractor.
- 4.3 ESI payment @ 4.75% on minimum wages, SERP (excluding Washing allowance) and HRA is to be deposited by contractor to statutory authority as per statutory requirement which shall be reimbursed to contractor.

- 4.4 Amount against Provident Fund, Bonus, Terminal Benefits, Leave salary, E.S.I etc. will be reimbursed on production of proof of payment made by the Contractor to his manpower engaged under this contract.
- 4.5 Statutory increases in Minimum Wages and consequential benefits will be reimbursed subject to production of government notifications. Contractors will have to make arrangement of substitute manpower while working staff goes on leave for which no extra payment will be made by BHEL.
- 4.6 For manpower sent to company's Residential complex at 107/4, Monoharpukur Road, Kolkata for performance of duty there, Bus/Mini Bus fare will be reimbursed by BHEL.

5.0 **MONTHLY EXPENSES**

The monthly expenses as per present minimum wage and proposed payment in line with this specification to be payable by the Contractor is as under:-

	Strength	Unskilled-4 nos.	Skilled-1 no.
Sl. No.	Description	Rate per Head per Month	Rate per Head per Month
1	Minimum Wage	7,776.00	9,409.00
2	Special Economic Relief Package (SERP)	3,090.00	3,090.00
3	Sub Total	10,866.00	12,499.00
4	HRA @5%	543.30	624.95
5	Provident Fund @ 12%	1,303.92	1,499.88
6	EDLI charges @ 1%	108.66	124.99
7	ESI @ 4.75%	731.92	840.44
8	Special Pay	4302.34	4857.98
10	Liability for each worker per month	17856.14	20447.24
11	Total liability (4 unskilled & 1 skilled worker) per month	91871.80	

Bidders shall quote Service charges in percentage upto two decimal places for total liability per month in Annexure II %Price Bid+.

6.0 **MODE OF PAYMENT:**

- 6.1 The payment shall be made in Indian Currency only by NEFT/RTGS. Contractor will have to raise monthly bill for carrying out all above jobs with manpower, consumables and service charges etc.
- 7.0 After scrutiny of Bills, payment will be made to the contractor as per the terms and conditions of this contract. The contractor will have to make payment for the monthly wages for working staff on or before 3rd of every month. Salary payment to the working staff of the contractor is no way binding to the monthly bill raised by the contractor. Submission of bill after a prolonged period shall

not be an excuse on the part of the contractor since such over delayed submission of Bills create lot of confusions and delay in receipt of payment.

8.0 After going through all the sections of this Tender Documents, the contractor shall quote for Services separately in Annexure II ~~Price bid~~.

9.0 Bidder/Contractor shall be responsible for implementation of the labour laws of service staff but no extra payment for the same will be borne by BHEL for any such payment made by the contractor to his staff over and above the statutory obligations of Minimum Wages. It is re-iterated that there is no employer-employee relationship either with the contractor or with contractor's employees or with contractor's organization. This is a contract and we have no connection directly or indirectly or even remotely with contractor employees or with contractor's organization.

This is only a business transaction for a period of one year and it would be terminated by serving one months notice from BHEL's side/ three months notice from contractor's side.

I/We have gone through the complete tender documents connected with the work and agree to execute all the work in the terms and conditions of this contract.

Signature of the Bidder : _____

Date : _____

Address : _____

ANNEXURE-I
Information to be furnished by bidder

The Bidder shall furnish the following information:-

1. Name of the Firm:
2. Address for Communication:
3. Registered Office:
4. Contact No./E-mail address:
 - a. Telephone Nos.:
 - b. Fax No:
 - c. E-mail id:
5. Nature of Firm(Proprietorship/Partnership/Private Limited/Public Limited):
6. Supporting documents to be furnished by the Bidder(s) for the following:
 - (a) Proprietorship Firm-Trade License issued by Corporation/Municipality
 - (b) Partnership Firm-Partnership deed.
 - (c) Private Limited Co. /Public limited Co.
7. Name of proprietor/Partner:
8. Permanent Account Number:
9. GSTIN Registration No.:
10. Latest GST return:
11. Provident Fund No. (enclose copy of evidence):
12. ESIC No. (enclose copy of evidence):
13. Trade License No.
14. Latest Income Tax Return:
15. Whether bidder is making payments towards P.F., Pension, ESI or any other statutory payment to its employees:
16. Copy of Work orders/Letter of Award in last three years from Govt./PSU/Reputed private sector Company: (Y/N)

Signature of the Bidder along
with company seal

**NOTE: SUPPORTING DOCUMENTS WHEREVER NECESSARY IS TO BE
ENCLOSED.**

ANNEXURE-III

NO DEVIATION CERTIFICATE

Ref: RE/Admn/Cleaning contract/2018-19

Date:

To,

M/s Bharat Heavy Electricals Limited,
Regional Operations Division,
9/1, DJ Block, Bidhan Nagar,
Sector-II, Salt Lake,
Kolkata-700091.

Dear Sir,

Sub: Tender Enquiry for House Keeping & Maintenance Work at ROD Premises,
located at BHEL House ,3rd floor DJ -9/1 , Salt Lake, Kolkata-700091 and its
residential complex at Monohar Pukur Road, Kolkata -700026.

With reference to your Tender Enquiry No: RE/Admn/Cleaning contract/2018-19
dated 30.07.2018 this is to confirm that we have not taken any deviation from any of
the Tender Clauses and have quoted as required under tender, We hereby convey
our unqualified acceptance to the terms and conditions as stipulated in the Tender.

In the event of discovery of any deviation in our offer at a later date, the same
shall stand null and void.

Thanking you,

Yours faithfully,

(Signature)

(Seal)

ANNEXURE-IV

DECLARATION CERTIFICATE

Ref: RE/Admn/Cleaning contract/2018-19

Date:

Sub: Tender Enquiry for House Keeping & Maintenance Work at ROD Premises, located at BHEL House ,3rd floor DJ -9/1 , Salt Lake, Kolkata-700091 and its residential complex at Monohar Pukur Road, Kolkata -700026.

I/ we do hereby declare that there is no case with the Police/Court/ Regulatory Authorities against the proprietor/firm/partner. Also I/we have not been suspended/delisted/blacklisted by any other Govt. Ministry/Department/Public Sector Undertaking/Autonomous Body/Financial Institution/Court. We also certify that either our firm or any of the partners are not involved in any scam or disciplinary proceedings settled or pending adjudication.

Signature and Seal of the Bidder

Annexure-V
Check List

Sl. No.	Required Document	If submitted then specify 'YES' else 'NO'
1	Copy of Money Receipt towards Purchase of Tender Document	
2	Required amount of EMD (Rs 34,800/-)	
3	Duly signed and stamped complete set of tender document	
4	Copy of Audited Balance Sheet and Profit & Loss account for last three financial year ending 31.03.2017	
5	Copy of Work Orders	
6	Attested Copy of Partnership Deed/Power of Attorney	
7	Copy of PAN card	
8	GSTIN Registration certificate and latest return	
9	Provident Fund & ESIC registration Certificate at West Bengal and proof of payment	
10	Latest Income Tax Return	
11	Annexure-I	
12	Annexure-III No Deviation Certificate	
13	Annexure-IV Declaration Certificate	
14	Annexure . VII Certificate by Chartered Accountant on letter head	

ANNEXURE-VI

FORMAT FOR AGREEMENT

This agreement made this _____ day of _____ Two Thousand _____ between :

M/s _____, a proprietary/Partnership firm/Society/Co-operative Society/Company (indicate legal status of the Contractor) duly registered with _____ (indicate name of the Authority with whom Registered) and having Registration No. _____ and having its Registered Office at _____ hereinafter referred to as _____ (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns) of the first part.

AND

Bharat Heavy Electricals Limited, Regional Operations Division, 3rd Floor, DJ-9/1, Salt Lake City, Kolkata-700091 a Company incorporated under the Companies Act 1956, and having its registered office at BHEL House, Siri Fort, New Delhi-110049 hereinafter referred to as "BHEL", (which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns) of the Second part.

Whereas:-

- A. The BHEL desires to engage a contractor to provide House keeping and Maintenance services work including plumbing Workq at BHEL, ROD premises, located at BHEL House, 3rd Floor, DJ-9/1, Salt Lake, Kolkata-700091 and its residential complex at Monoharpukur Road, Kolkata-26.

- B. The _____ (Contractor) which is a specialized agency providing House keeping and Maintenance services work in different establishment has agreed to undertake the aforesaid work on job contract basis.

Now therefore it is agreed between the parties:

The terms and conditions stipulated in Tender specification No: RE/Admn/Cleaning contract/2018-19 dated 30.07.2018 which forms part of this agreement.

In witness whereof the parties hereto through their authorised representatives have signed these presents on the day, month and year mentioned above.

For and on behalf of Contractor

(Indicate name of the Contractor & affix his seal)

(Authorised Signatory)

(Name & Designation)

WITNESS - 1

1. Signature
2. Designation
3. Address

For and on behalf of

Bharat Heavy Electricals Limited

(Authorised Signatory)

(Name & Designation)

WITNESS - 1

1. Signature
2. Designation
3. Address

Annexure -VII

Certificate by Chartered Accountant on letter head

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

Further verified from the Books of Accounts that the investment of the
company as per the latest audited financial year _____ as per MSMED Act
2006 is as follows:

1. **For Manufacturing Enterprises:** Investment in plant and machinery
(i.e. original cost excluding land and building and the items specified
by the Ministry of Small Scale Industries vide its notification
No.S.0.1722(E) dated October 5, 2006 :
Rs.....Lacs
2. **For Service Enterprises:** Investment in equipment (original cost
excluding land and building and furniture, fittings and other items not
directly related to the service rendered or as may be notified under the
MSMED Act, 2006:
Rs.....Lacs

(Strike off whichever is not applicable)

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

Or

The company has been graduated from its original category (Micro/ Small)
(Strike off which is not applicable) and the date of graduation of such
enterprise from its original category is _____ (dd/mm/yyyy) which is within
the period of 3 years from the date of graduation of such enterprise from its
original category as notified vide S.O. No. 3322(E) dated 01.11.2013 published in
the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name-

Membership number-

Seal of Chartered Accountant