

NAME OF WORK: OUTSOURCING OF CATERING AND HOUSEKEEPING SERVICES AT BHEL TRANSIT FLAT AT CHENNAI FOR A PERIOD OF 17 MONTHS ON RISK PURCHASE OF EXISTING CONTRACT.

Enquiry No: 9472300090/ 07.12.2023- GEM/2023/B/4312636

BHARAT HEAVY ELECTRICALS LIMITED- TIRUCHIRAPPALLI-620 014

WORKS CONTRACTS MANAGEMENT

NOTICE INVITING e-TENDER (GeM)

PART-I (TECHNO COMMERCIAL BID)

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| 1. | Tender Ref. No. : GeM Bid No.: | 9472300090/ 07.12.2023 GEM/2023/B/4312636 |
| 2. | Tender Type | Open Tender–Two Part (e–Tender) |
| 3. | Description of work | OUTSOURCING OF CATERING AND HOUSEKEEPING SERVICES AT BHEL TRANSIT FLAT AT CHENNAI FOR A PERIOD OF 17 MONTHS ON RISK PURCHASE OF EXISTING CONTRACT |
| 4. | Location of work | BHEL Chennai (Tamil Nadu) |
| 5. | Period of contract | 17 (Seventeen) Months from the date of award of contract. |
| 6. | Earnest Money Deposit (EMD) | Nil |
| 7. | PERFORMANCE SECURITY / SECURITY DEPOSIT | 10 % of the Contract value |
| 8. | Tender Document details | Technical bid pages from 1 to 73 |
| 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 C Balaji/ DM / C&PR 0431-2578251, EMAIL: balaji.c@bhel.in Shri Raghu Warriar/ DY. ENGG / C&PR 0431-2577445 /2571241 EMAIL: raghuwarrior@bhel.in |
| 12. | Last Date for Receipt of Tender | 18.12.2023 / 16:00 Hrs. |
| 13. | Date of Techno Commercial Bid Opening | 18.12.2023 / 16:30 Hrs. |
| | <u>This two-part e-tender consists of the following:</u> Part – I (A): Techno-Commercial Bid 2. Qualifying criteria for the contract 3. Scope of work, Bill of quantity and technical terms & conditions 4. General terms & conditions of the contract 5. Annexures (A1, A2, A3 & A4 etc.) Part – II: Price Bid | |

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I. INSTRUCTIONS TO THE TENDERERS

GENERAL INSTRUCTIONS:

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.
2. Any deviation to this Tender terms & conditions, and schedules of this Tender will lead to total rejection of the offer submitted.
3. Amount should be quoted as per the Work schedule (Price bid/Part –II). Amount quoted in any other form will not be accepted, and will be rejected.
4. The Tender must be signed digitally / physically by Partner/ Director of the Firm or by the person holding the Power of Attorney on behalf of the Firm concerned. In the latter case, a copy of Power of Attorney, duly attested by a Notary Public must accompany the Tender (As per annexure-A3)
5. Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
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.
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.
8. Tenderer shall sign the Tender documents for having accepted the conditions and upload in GeM portal.
9. Tender can be cancelled at any stage due to unavoidable circumstances.
10. 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.
11. If there is a discrepancy between words and figures quoted by bidder, the amount in words shall prevail. If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
12. **If the contractor back outs after opening of Tender, the contractor is liable for forfeiture of the security deposit/ performance security paid and penal action will be taken as per GeM GTC**
13. BHEL reserves the right to increase or decrease the Tendered quantity.
14. BHEL does not guarantee ordering of any minimum quantity.
15. 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.
16. All the Statutory Obligations such as ESI, PF, Labor Acts, Factories Act, Goods & Services tax (GST), etc. will have to be taken care of by the vendor. BHEL will have no liability on them. Notwithstanding the above, if any demand notice is served by the concerned Statutory Authorities for recovery of any of their dues on BHEL, the same would be paid to the statutory authorities without notice to the vendor and recovered as a due from any pending / future bills.
17. In case contract is not executed by vendor after award and acceptance of contract, BHEL may exercise the right to forfeit EMD, Performance Security / BG of such contractors and also suitable action will be taken by BHEL on those Contractors as deemed fit.
18. BHEL reserves the right to reject the Tender, if it contains any tampering to the Tender documents submitted by the bidder, at any stage.
19. The labors engaged under this contract cannot be deployed in any other work. Violation of this rule will be viewed seriously.
20. 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.

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21. 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.
22. 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.

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 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.
- 13) The contractor shall strictly adhere to various labour laws in force.
- 14) The decision of In-charge for this contract shall be final and binding on the contractor regarding clarification of items of works.

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- 15) Lowest prices received against BHEL Tenders need not be the technically acceptable one, and in that case, BHEL reserves the right not to consider the same.
- 16) 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.
- 17) In all matters of disputes, the decision of the General Manager, BHEL, Tiruchirappali-14 shall be final and binding on the Contractor.
- 18) 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.
- 19) No bidder shall be allowed to use any electronic gadgets viz., mobile phones, tablets etc during Tender opening/ or at any other meeting with BHEL for the purpose of this Tender, which if found would be liable for rejection of their bid.
- 20) 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.
- 21) The works contract to be entered into with the successful Tenderer will be governed by BHEL General Conditions of Contract in force.
- 22) The Tenderer shall carry out health performance test at his cost for all the workmen engaged in the work through a registered medical practitioner and produce certificate on demand.
- 23) The contractor has to make his own arrangements to provide refreshment for the workmen deployed by him.
- 24) 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.
- 25) 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.
- 26) Statement of completed works with detailed certified shall be submitted by the contractor in the last week of every month for processing their bill.
- 27) Works shall be carried out as per relevant IS standards and rules adhering to necessary safety precautions.
- 28) The contractor should extend fullest co-operation with the third party agencies engaged, if any by BHEL to adhere the Quality Control Procedures ensuring quality.
- 29) 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.
- 30) 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.
- 31) 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.
- 32) The offers of the Tenderer / bidders who are on the banned / Hold / Under Interim Suspension list and also the offer of the bidders, who engage the services of the banned Hold / Under Interim Suspension firms, shall be rejected. The list of banned Hold / Under Interim Suspension firms is available on BHEL web site (www.bhel.com → Tender Notification → List of Banned Firms).
- 33) **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.**
- 34) 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**

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suspension is lifted, a communication to this effect will be given by the concerned units to the concerned suppliers/ contractors.

- 35) The contractor should extend full co-operation to the other contractors who may be doing other works in the same areas to enable them to execute their portions of work without any delay or difficulty.
- 36) BHEL, at its discretion, may extend the duration of contract, beyond initial contract duration, on mutual consent.
- 37) 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.
- 38) Contractors are advised that contract labours must be employed without any discrimination on caste or creed or religion or gender basis.
- 39) The contractor shall submit police verification certificate in respect of the persons, engaged for first time by the contractor, for delivering services.
- 40) 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.
- 41) 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.
- 42) 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.
- 43) 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.
- 44) 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.
- 45) 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.
- 46) 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.

47. 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.

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PART – I
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 ₹ 14.86 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 01.11.2016 to 30.10.2023 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 ₹19.81 lakhs (excl GST) each (or) Two similar completed works costing not less than the amount equal to ₹24.77 (excl GST) lakhs each (or) One similar completed works costing not less than the amount equal to of ₹39.63 (excl GST) lakhs.</p> <p>Similar scope of works means in same Work order / experience proof, bidder should have executed in same location (anywhere in India) & same period for both Catering and Housekeeping operations (i.e: House keeping and catering should be done simultaneously in one location.) of Guest House / hotels / service apartments in any Central / State Govt. / PSU / Private company Guest House or Transit flats</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</p> | Details to be filled and documentary evidence to be uploaded in GeM portal |

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| | OR Form 26 AS OR Bank 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-A1 of tender document (Duly signed and sealed copy to be uploaded) | Copy to be uploaded in GeM portal |
| H | Vendor shall have valid FSSAI food business License/ registration (Documentary evidence to be uploaded) | |
| I | Vendor shall have registered office / branch office in Tamil Nadu (Documentary evidence to be uploaded) | |
| J | Bidders have to mandatorily visit Transit flat at Chennai before quoting and submit site visit certificate (Annexure-F). Offer submitted without site visit certificate will be summarily rejected | Copy to be uploaded in GeM portal |
| K | ESI Registration (Copy of ESI Registration to be uploaded) | Copy to be uploaded in GeM portal |
| L | EPF Registration (Copy of EPF Registration to be uploaded) | Copy to be uploaded in GeM portal |
| STATUATORY 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"> 1. 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. 2. 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. 3. At any stage, BHEL may ask for original documents and contractor has to submit the same 4. 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. | | |

This tender is a risk purchase Contract for balance work against GeM contract: GEMC-511687797923325 and BHEL SAP service purchase order 8300018951 dt: 25.03.2023 for a period of seventeen months only. Hence the existing contractor **M/S.PANORAMA ENTERPRISES offer will not be**

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considered, if offer submitted in this tender.

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 disqualified 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.

MSE bidders if not opted for MSE Purchase preference in GeM Portal will be consider as NON MSE bidder only. It is the responsibility of the bidder to ensure MSE purchase preference while submitting their bid.

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:

Contract will be awarded to single source on package basis

5. REVERSE AUCTION:

No.

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 **17 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 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

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- 8.2 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.
- 8.3 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.
- 8.4 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.
- 8.5 No advance may be paid for operational or any other expenses.
- 8.6 Goods and Services tax will be payable extra by BHEL at prevailing rates and corresponding TDS will be made as per Government norms.
- 8.7 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.

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
- 9.2 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.
- 9.3 Recover from the contractor, liquidated damages and not by way of penalty a sum of 0.1% of total contract value (excluding taxes) per day for each such default, if the tenderer fails to carry out the activities on Time mentioned in the contract on any day during the contract period.
- 9.4 If the contractor fails to make payment of wages for all his employees through individual employees bank accounts (though EFT) within 7 days from the last day of wage period, penalty of Rs. 1000/- per day for the delay period, irrespective of number of employees in this contract. If the seventh day from the last day of wage period falls on Sunday / Holiday, payment has to be done on the previous working day.
- 9.5 If the contractor fails to make payment of ESI and PF amount to the statutory authority to his employees working in this contract on or before 20th day from the last day of wage period penalty of ₹500/- per day for the delay period, irrespective of number of employees in this contract.
- 9.6 Cancellation of the work order shall be at the risk and responsibility of the contractor and BHEL reserves the right to award the work at the risk and cost of the defaulting contractor.
- 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 additional expenditure, if any, including consequential cost viz., demurrage etc., will be fully recovered from the contractor who failed to complete the job in line with the Contract. The decision of BHEL will be the final in this regards.

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9.8 For deviating the scope of work ref: Penalties as per Annexure - D.

9.9 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.

SCOPE OF WORK, BILL OF QUANTITY AND TECHNICAL TERMS & CONDITIONS

1. NAME OF WORK: CATERING AND HOUSEKEEPING SERVICES FOR BHEL TRANSIT FLAT AT CHENNAI DURING 2024-25

Outsourcing Transit Flat operations including catering and housekeeping for BHEL Transit Flat at Chennai for a period of seventeen months on risk purchase of balance work against GeM contract: GEMC-511687797923325 and BHEL SAP service purchase order **8300018951** dt: 25.03.2023 period from 01.04.2023 to 31.03.2025.

Hence the existing contractor **M/S.PANORAMA ENTERPRISES** offer will not be considered, if offer submitted in this tender.

2. LOCATION & DETAILS OF BHEL TRANSIT FLAT AT CHENNAI

IMPORTANT

Bidders have to mandatorily visit BHEL Transit Flat before quoting and submit Site visit certificate (Annexure – F). For obtaining permission, contact 0431-2577782 at least one working day prior to visit.

2.1 TRANSIT FLAT AT CHENNAI

| | |
|----------------------|---|
| Address and Location | Plot No.7A, Inner Ring Road Ashok Nagar (opposite Udhayam Theatre) Chennai-600083 Tamilnadu |
| Contact no. | 0431-24890204 |
| Number of rooms | 22 rooms (air-conditioned) <u>Ground Floor</u> Double-bed (3 Nos) <u>First Floor</u> Double-bed (2 Nos), Three-bed (2 Nos), Six-bedded (1 No) <u>Second Floor</u> Twin-bed (5 Nos), Four-bed (1 No), Six-bedded (1 No) <u>Ground Floor - Annexe</u> Twin-bed (1 Nos), Three-bed (2 No) <u>First Floor - Annexe</u> Twin-bed (1 Nos), Three-bed (1 No) <u>Second Floor - Annexe</u> Twin-bed (2 Nos) |
| Total number of beds | 59 |
| Dining halls | 2 |
| Kitchen | 1 |
| Lounge | 3 (One on each floor) |
| Office Room | 1 |
| Store Rooms | 4 |

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3. BILL OF QUANTITIES (BOQ)

- 3.1 MINIMUM MANPOWER** (To be provided on all days including Sundays and holidays. BHEL at its discretion can reduce or increase the minimum number of manpower required as per operational requirements.)

| Description | Category | A-Shift (6 a.m. to 2 p.m.) | B-Shift (2 p.m. to 10 p.m.) | C-Shift (10 p.m. to 6 a.m.) | General Shift (8 a.m. to 4.30 p.m.) | Pax |
|-------------------|------------|-------------------------------|--------------------------------|--------------------------------|--|-----|
| Supervisor | Supervisor | 1 | 1 | | | 2 |
| Receptionist | USW | 1 | 1 | 1 | | 3 |
| Cook / Asst Cook | Skilled | 1 | 1 | | | 2 |
| Service | USW | 1 | 1 | | | 2 |
| Housekeeping | USW | 1 | 1 | | | 2 |
| Total pax per day | | | | | | 11 |

3.2 CATERING SERVICES

IMPORTANT

Estimated qty. indicated in Col (4) will be used for arriving at Total Food Cost for tender evaluation but should not be taken as firm commitment.

| Sl.No | Item (as per menu specified in <u>Annexure – E</u>) | Unit | Qty for 2 Yrs |
|-------|--|------|---------------|
| (1) | (2) | (3) | (4) |
| 1 | Veg Breakfast as per menu | No | 6375 |
| 2 | Packed Breakfast as per menu | No | 34 |
| 3 | Veg Lunch/Dinner as per menu | No | 4250 |
| 4 | Packed Veg Lunch/Dinner as per menu | No | 34 |
| 5 | Coffee/Tea/Milk (180 ml) | No | 6375 |
| 6 | Fresh Fruit Juice (180 ml) as per menu | No | 34 |
| 7 | Corn Flakes with milk and sugar | No | 34 |
| 8 | 2 eggs omelette/scrambled | No | 34 |
| 9 | 2 Bread slices with butter and Jam | No | 34 |
| 10 | Pot Tea/Coffee, Pot Milk (2 Cups) | No | 34 |
| 11 | Fruit Salad (50 gms) | No | 34 |
| 12 | Sweets (40 gms) | No | 34 |
| 13 | Vada/Bonda/Snacks | No | 68 |

Note: The above mentioned quantities are tentative only for unexecuted portion of the existing contract ref: GeM contract: GEMC-511687797923325 and BHEL SAP service purchase order 8300018951 dt: 25.03.2023. Hence the quantities may increase or decrease based on the actual utilization on execution of work.

4. SCOPE OF WORK

4.1 MINIMUM MANPOWER

- 4.1.1 Successful contractor will commence operations in Chennai Transit Flat from the date of start of contract specified in the PO.
- 4.1.2 BHEL at its discretion can reduce or increase the number of manpower required as per operational requirements. Minimum staff to be deployed at Chennai Transit Flat on all days will be as indicated in BOQ or as instructed by BHEL Guest house/Transit flat section.

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- 4.1.3 BHEL reserves the right for suspension or cancellation of BHEL Transit Flat operations in total or partially with prior intimation to the contractor as per operational requirements.
- 4.1.4 Daily manpower deployment and utilization will be as per need / requirement of BHEL and based on occupancy level and as per instructions of authorised BHEL official. BHEL at its discretion would reduce or increase the number of manpower required, as per Operational requirements.
- 4.1.5 Each contract personnel is eligible for statutory provisions viz. paid Weekly Off, National holidays and Earned Leave (EL) etc. The contractor should keep adequate reserve staff to maintain manpower as instructed in each category, in any 24 hour (3 shift) period.
- 4.1.5.1 For any reduction in manpower below the minimum specified / instructed by authorised BHEL official, in any 24 hour (3 shift) period, pro-rata deduction will be made from the bill for monthly service charge for providing manpower in addition to penalty of Rs. 500/- (Rupees Five hundred only) per person per day below the minimum.
- 4.2 GENERAL ADMINISTRATION**
- 4.2.1 Guest Occupancy Register provided by BHEL should be kept safely and maintained properly. No overwriting is permitted
- 4.2.2 Biometric attendance for contractor's staff on duty in each shift on all days of the year including Sundays and holidays to be sent with monthly bill. Biometric device to be provided by the contractor.
- 4.2.3 In addition to the biometric attendance, register should be maintained for recording the attendance of the contractor's staff in which signatures should be obtained from staff on duty in each shift on all days of the year including Sundays and holidays. Biometric attendance shall also be recorded in the device provided by BHEL at designated location.
- 4.2.3.1 For failure to maintain biometric attendance and attendance register for staff on duty, penalty of Rs. 250/- (Rupees Two hundred and fifty only) per person per day will be levied.
- 4.2.4 Daily Boarding Charts to be sent to BHEL with details (1) Guest Register No (2) Date (3) Room Number (4) Name of the primary guest (5) Number of accompanying family members (6) Details of Tea / coffee, Breakfast, Lunch / Dinner, snacks etc. served. (7) Value of the bill and bill number etc. in Microsoft Excel format (Format subject to change as per instructions from BHEL designated official) should reach BHEL through email before 11 a.m every day including Sundays and holidays in addition to the Daily boarding Charts maintained in BHEL Transit Flat without over writing.
- 4.2.4.1 Non-maintenance of proper records or non-submission of daily / weekly / monthly reports related to operations, inventory, maintenance, cash collection, occupancy, boarding, Guest amenities provided to guests, House linen sent to the laundry etc. as required by BHEL within the specified deadlines, will also attract penalty of Rs. 250/- (Rupees Two hundred and fifty only) for every instance and deducted from monthly charges.
- 4.2.5 An Asset Register should be maintained by the Contractor to ensure safe custody of company's properties which will be subject to periodic verification by BHEL. Contractor should assume full responsibility for maintaining all movable properties of BHEL located inside the Transit Flat. Monthly inventory statement is to be submitted along with the monthly bills without fail.
- 4.2.5.1 For non-availability or non maintenance of asset register a penalty of Rs. 250/- (Rupees Two hundred and fifty only) will be imposed for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and deducted from monthly charges.
- 4.2.6 Contractor is liable for replacement or repair of the company's properties at his own cost, when such damage is in the opinion of BHEL is caused due to negligence or carelessness or any fault on Contractor's part or that of his Manager or Workers, failing which repair or replacement cost incurred by BHEL will be deducted from the monthly bills submitted by the contractor.

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- 4.2.7 Contractor should maintain a suggestion book and complaints register for comments on services by Guests and adverse comments if any should immediately be brought to the notice of the designated BHEL official in charge of the BHEL Transit Flat.
- 4.2.7.1 For non-availability of suggestion book or complaint register and discouraging guests from registering complaints instructions a penalty of Rs. 250/- (Rupees Two hundred and fifty only) will be imposed for the first occasion after warning and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and deducted from monthly charges.
- 4.2.8 Periodical review of Complaints Book will be done and if contractor or his staff is found responsible for deficiency in services / behaviour, suitable action will be taken by the company and partial / full security deposit shall be forfeited.
- 4.2.9 Contractor should ensure that the Feedback is kept in all guest rooms and pointed out to guest on check-in and collected back duly filled-in and signed by the guest.
- 4.2.9.1 Penalty of Rs. 250/- (Rupees Two hundred and fifty only) per guest will be levied for failure to collect duly filled-in and get signed Feedback forms. The Feedback forms so collected are to be submitted to BHEL within 7 days from the last day of previous month, failing which penalty of Rs. 250/- (Rupees Two hundred and fifty only) per day for first instance and Rs. 500/- per day for subsequent instance will be levied and deducted from monthly charges.
- 4.2.10 In addition to other daily / weekly / monthly / periodic reports / boarding charts / daily menu, etc. specified by BHEL, Contractor should submit daily reports in Microsoft Excel format (Format subject to change as per instructions from BHEL designated official) through email before 11 a.m. every day including Sundays and holidays for food and any other extra / Miscellaneous expenditure incurred towards Company's Guests including nil reports wherever applicable.
- 4.2.10.1 Penalty of Rs. 250/- (Rupees Two hundred and fifty only) per day will be levied for non-submission of extra / Miscellaneous expenditure incurred towards Company's Guests including nil reports and deducted from monthly charges.
- 4.2.11 Contractor should perform all catering and housekeeping services in a thorough, efficient, professional manner with due diligence and care according to industry norms and standards, in conformity with applicable local laws and regulations and BHEL's own procedures and instructions. Contractor should perform the service to the satisfaction of BHEL and if any shortcoming is found, rectify the same as instructed by BHEL.
- 4.2.11.1 For noncompliance of instructions by BHEL designated official or reasonable requests of guests that are not against BHEL's standing instructions a penalty of Rs. 250/- (Rupees Two hundred and fifty only) will be imposed for the first occasion after warning and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and deducted from monthly charges.
- 4.2.12 Should BHEL find that the service provided by the Contractor is deficient and does not meet the requisite standards, BHEL reserves the right to deduct penalty as deemed fit for deficiency in service. However, BHEL will give the Contractor reasonable opportunity for rectification after pointing out the deficiency, before resorting to reduction.
- 4.2.13 Hygiene Standards: Contractor must ensure the health and hygiene of the workers employed by him and ensure annual medical check-up as per the norms of the Factories Act 1948 and OHSAS norms.
- 4.2.13.1 Inappropriate personal hygiene of contractor's employees or deployment of a sick person on duty will lead to fine of Rs. 1,000/- (Rupees One thousand only) for every instance and deducted from monthly charges.
- 4.2.13.2 Failure to conduct annual health check-up of workers will attract a fine of Rs. 1,000/- (Rupees One thousand only) for each person on each occasion and deducted from monthly charges.

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- 4.2.13.3 Severity of hygiene failure will be assessed and decided by BHEL and fined appropriately. In case of gross failure / negligence a severe penalty will be imposed, which could be a hefty fine as cash deducted from monthly fixed charges and / or summary Termination of the Contract.
- 4.2.13.4 Food poisoning will invoke a hefty penalty to be decided at the sole discretion of BHEL, along with cancellation of contract and possible black-listing of the caterer.
- 4.2.14 Facilities provided by BHEL:
- 4.2.14.1 All available kitchen and room appliances / equipment, crockery, cutlery, furniture, linen, etc. (Annexure – A) will be provided by BHEL for use in the BHEL Transit Flat. Actual inventory will be verified and handed over to the custody of the successful bidder before commencement of the contract.
- 4.2.14.2 Water (Packaged water for drinking in dining hall and rooms will be reimbursed by BHEL when supported by supplier's bill), Electricity, Cable TV subscription.
- 4.2.15 Any other appliances, equipment, etc. required to provide the catering and house-keeping services specified in this document including adequate number of chafing dishes for keeping food warm for buffets including daily breakfast, lunch and suppers / dinners and any other special equipment, appliances or utensils required for special occasions including standby kitchen appliances like mixie, grinder, etc. in lieu of BHEL provided appliances that are under maintenance / repair, should be provided by the contractor at his own cost in addition to crockery and cutlery of quality equivalent to that provided by BHEL to meet additional requirements or any exigencies and to make up for breakages / damages.
- 4.2.16 Contractor should ensure at his own cost that the manager / supervisor / in-charge posted by him has a dedicated mobile number and email ID along with computer system & peripherals (printer, scanner for saving soft copies of guest ID etc.) and internet connectivity at the BHEL Transit Flat to send and receive email instructions / booking information and for submission of daily / weekly / monthly reports in Microsoft Excel format as required by BHEL.
- 4.2.16.1 Failure to maintain dedicated mobile number for manager / supervisor / in-charge and email ID along with computing facilities and internet connectivity will attract a penalty of Rs. 250 (Rupees Two hundred and fifty only) per day and deducted from monthly charges.
- 4.2.17 All the items supplied by BHEL at its expense for the purpose of running the Transit Flat will be BHEL's property for all intents and purposes and the Contractor will have no right or claim on the same.
- 4.2.18 Liability towards any loss, theft, damage or breakage of the items entrusted to the Contractor should be borne by the Contractor.
- 4.2.19 All furniture, fixtures, equipment and articles provided as per inventory and all other furniture, fixtures, equipment and articles bought or made available by BHEL in the premises will remain to be the exclusive property of BHEL and on termination / expiry of this contract should be handed over by the Contractor to BHEL in the same order and condition in which they were at the beginning of the contract, except for reasonable wear and tear.
- 4.2.20 Contractor will be responsible for any damage to the building under the Contractor's charge and to the fittings, fixtures, furniture, equipment entrusted to the contractor when such damage is in the opinion of BHEL, caused due to negligence or carelessness or any fault on Contractor's part or that of his Manager or Workers and the Contractor will be liable to pay to BHEL such amount in respect of such damage as may be assessed by BHEL officials.
- 4.2.21 Cost of any missing items will be recovered from the Contractor in full.
- 4.2.22 Contractor should at all times keep and maintain all the articles in a clean, neat, hygienic and tidy order and condition. Contractor should maintain inventory of the stock of items given to him. An inventory statement giving clearly the break-up of the stock including usable items, unusable items

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due to normal wear and tear and breakage / missing, if any, should be submitted to BHEL by 10th of every month, which will be checked by the authorized official of BHEL.

- 4.2.23 If any breakage takes place on account of negligence or mishandling of the equipment, utensils, crockery and cutlery as decided by BHEL, the Contractor will have to bear the entire cost in respect of such breakage.
- 4.2.24 The Contractor will have full responsibility of proper upkeep, maintenance (including replacement of spare parts) and custody of the appliances / vessels etc. handed over by BHEL.
- 4.2.24.1 For not reporting immediately to BHEL regarding non-functioning / malfunctioning of appliances / equipment a penalty of Rs. 250/- (Rupees Two hundred and fifty only) will be imposed for the first occasion after warning and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and deducted from monthly charges.

Losses due to breakage / theft / damage or loss of any such material / equipment / fixtures / furniture or damage due to poor and reckless handling will be recovered from the Contractor at full cost. In regard to natural wear and tear of any such item, the decision by BHEL will be final and binding on the Contractor.

4.3 RECEPTION-CUM-FRONT OFFICE

- 4.3.1 When the guest checks-in, the Contractor / Contactor's staff should immediately attend to him, receive him, necessary check-in entries should be obtained and allot the room specified by the designated officer of BHEL in his name. BHEL will reserve the rooms and intimate the Contractor through Reservation Slips duly signed / Booking Chart sent by the designated officer. The contractor will neither allot rooms on his own nor disclose information relating to availability status to the guests for any reason.
- 4.3.2 When the guest checks-in, the Contractor / Contactor's staff should verify the identity of the guest **(ID proof to be scanned and digital copies to be submitted weekly)** and get the guest's name including accompanying family members / others entered in the Guest Register provided by BHEL. The signature of the primary guest to be verified with the signature in the identity card of the guest.
- 4.3.3 When the guest checks-in, the Contractor / Contactor's staff should accompany the guest to the allotted room, carry the luggage to the room and leave the guest after attending to basic comforts, providing fresh water, etc.
- 4.3.3.1 Failure to accompany the guest to the allotted room, carry the luggage to the room and leave the guest after attending to basic comforts, providing fresh water, etc. will attract penalty of Rs. 250/- (Rupees Two hundred and fifty only) for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and deducted from monthly charges.
- 4.3.4 When the guest checks-in, the Contractor / Contactor's staff should offer the guest tea / coffee / meals, etc., as required, depending on the time of arrival, on chargeable basis.
- 4.3.5 Computerized receipts / room Rent Bill Books (Cash / Credit) in triplicate will be supplied by BHEL and should be used by the contractor for all guests. However, Bill Books in triplicate for boarding charges should be arranged by the contractor. When the guest checks-out, the Contractor / Contactor's staff should prepare separate bills, in duplicate, for Boarding and Lodging and get them signed by the guest.
- 4.3.5.1 Failure to Prepare separate bills, in duplicate, for Boarding and Lodging and get them signed by the guest will attract penalty of Rs. 250/- (Rupees Two hundred and fifty only) for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and deducted from monthly charges.
- 4.3.6 In case of employee on official duty, the Contractor should collect the charges from the guest towards Boarding charges only through POS machine (provided by the contractor) and obtain signature of the guest on the bill towards Lodging charges and the duplicate copy is to be submitted to the BHEL

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designated officials along with the statement of (1) Date (2) Guest Register number (3) Name of the guest (4) Designation (5) Staff number (6) Unit (7) Check In dated and time (8) Check out date and time (9) Number of days stay (10) Amount of debit (11) Bill number.

- 4.3.7 In case of Company's guests, the Contractor should raise the bill for Boarding charges, get them signed by the guest and submit them along with the monthly bill or as per the periodicity specified by BHEL for reimbursement of boarding charges by BHEL.
- 4.3.8 In case of employee on personal visit or guest provided accommodation on chargeable basis as specified by BHEL, Lodging charges should be collected through POS machines (provided by BHEL for payment to BHEL account) and boarding charges to be collected through POS machines (provided by the contractor) / Mobile banking app as per applicable rates.
- 4.3.9 The details of the remittance like (1) Guest register number (2) Name of the guest (3) Staff Number (4) Designation (5) Unit (6) Number of accompanying guests (7) Check-in date and time (8) Check out date and time (9) Number of days stay (10) Amount collected (11) Bill number (12) Reference No or Transaction ID if paid through POS / Mobile banking app to be sent in Microsoft Excel format (Format subject to change as per instructions from BHEL designated official) after remittance.
 - 4.3.9.1 If any discrepancy is observed in remittance of room payment due to BHEL, the contractor should set right discrepancies failing which BHEL is liable to impose penalty of Rs. 250 per day till the date of remittance.
- 4.3.10 Carry the guest's luggage from the room to the vehicle.
- 4.3.11 Ensure that guests have not left behind in the room any belongings. If any belongings are found, immediately inform BHEL and also arrange for their return to the guest.
- 4.3.12 Ensure that room key is collected from the guest failing which cost of replacement of lock will be recovered from the Contractor.
- 4.3.13 Before check-out, the Contractor should ensure that the room occupied by the guest is in order with respect to assets of BHEL and loss, if any, is to be reported to the BHEL official / in-charge of the Transit Flat. A quick check is to be carried out before the guest leaves the Transit Flat. Contractor is liable to pay total cost for any such damage or loss to BHEL property which has not been reported before departure of the Guest.
- 4.3.14 Contractor's staff should not seek any tips or favour from guests for services rendered.
- 4.3.15 During their stay, guests' miscellaneous needs like laundry, medicines, etc., are to be attended to and applicable charges collected from the guest at actuals, providing relevant bills. In cases where these services are to be rendered at BHEL's cost, the same will be intimated to the Contractor by the BHEL officials. However, the Contractor's staff should not extend any services like procurement of cigarettes or liquor which are prohibited in the Transit Flat.
- 4.3.16 To order newspapers / magazines as advised by BHEL, coordinating with newspaper agents and settling their bills at the end of the month. This will be reimbursed by BHEL along with the Contractor's monthly bill when supported by relevant suppliers' bills along with a date wise statement of room occupation and newspaper provided during that month.
- 4.3.17 Each contract personnel is eligible for statutory provisions viz. paid Weekly Off, National holidays and Leave etc., The contractor should keep adequate reserve staff to maintain minimum manpower in each category as instructed by authorised BHEL official or not less than indicated in BOQ table to comply with the statutory rules and regulation.
- 4.3.18 Telephone at the reception should be manned at all time by the contractor's staff.
 - 4.3.18.1 For Telephone not manned or messages not taken properly or not passed on promptly a penalty of Rs. 250/- (Rupees Two hundred and fifty only) for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month will be levied and deducted from monthly charges.

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4.3.19 Contractor's staff should respond immediately to call or bell of guests.

4.3.19.1 For not responding immediately to call or bell of guests a penalty of Rs. 250/- (Rupees Two hundred and fifty only) for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month will be levied and deducted from monthly charges.

4.3.19.2 If any of the contractor's personnel is found to be in disciplined or discourteous, a penalty of Rs. 250/- (Rupees Two hundred and fifty only) per default will be imposed on each occasion. The decision of BHEL in this regard will be final and binding on the Contractor.

4.4 CATERING

4.4.1 Contractor will responsible for preparation of breakfast, lunch and supper, tea and coffee, etc, as per the menu given in the price bid format and as per the rates quoted by the bidder in the price bid.

4.4.2 Menu may need to be altered for specific guests, special occasions, programs or functions as desired by BHEL, within the overall scope of the menus / rates. For any extra item not included in the Price Bid format, contractor may charge additionally at rates mutually agreed with BHEL.

4.4.3 Raw material standards: Contractor must ensure that high quality ingredients and variety of quality vegetables are always procured for preparation of eatables. For all food preparation, products having Govt. enforced certification marks (fssai, Agmark etc) are only to be used.

4.4.4 In no case should the packed items - foods, beverage, ingredients etc. be used/served at BHEL Transit Flat after its "sell by" / "Best if used by(or before)" / "Guaranteed fresh" / "Use by" / "Expiry date" etc.

4.4.4.1 If the packed items - foods, beverage, ingredients etc. are used/served at BHEL Transit Flat after its "sell by" / "Best if used by(or before)" / "Guaranteed fresh" / "Use by" / "Expiry date" etc, a penalty of Rs. 500/- (Rupees Five hundred only) per default will be imposed on each occasion.

4.4.5 BHEL's authorized official has the right to test the quality of food, reject any ingredient that may be found to be sub-standard. If any ingredient found to be inferior in quality in the opinion of BHEL or its authorized representative, the same should not be used and the contractor will replace the same immediately.

4.4.6 All raw materials used should be free from adulteration or any foreign material. Contractor should also ensure that the used edible oil is not re-used for any other cooking purpose. Fresh vegetables and milk / beverages should be used. Quality and storage of the raw materials and other ingredients are liable to be inspected at any time by authorized BHEL officials and should be improved / changed if so advised by BHEL.

4.4.7 List of brands to be used are furnished below (List is indicative and not exhaustive). In case of any deviation, prior approval to be obtained from the designated BHEL official.

4.4.7.1 Using brands not permitted in the contract without prior permission or adulteration of food will invoke a fine of Rs. 1,000/- (Rupees One thousand only) for every instance and deducted from monthly charges.

| INGREDIENT | BRANDS |
|--|----------------------------------|
| Refined ground nut oil / sunflower oil | Fortune, Safola, Godrej, Sundrop |
| Ghee | Aavin, Amul, RKG, Aashirvaad |
| Butter / Cheese | Amul, Hatsun, Milky mist |
| Jam and Sauces | Kissan, Maggi, Heinz |
| Bread | Modern, Harvest, Nilgiris |
| Corn flakes | Kellogg's, Bagrry's |
| Rice for Lunch / Dinner | White ponni - Any reputed Brand |
| Basmati Rice for pulavs | India Gate, Red Fort |

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- 4.4.8 Contractor should take advance orders from guests staying in the rooms for daily food requirements. Only the BHEL official / in charge of Transit Flat is authorized to place orders on the Contractor for any other official program, functions or special occasion.
- 4.4.9 Contractor should display the full menu with boarding tariffs in Dining Halls (in English of size 2 X 3 feet) in addition to display of daily menu near the serving counter or dining hall entrance.
- 4.4.9.1 For Failure to display the full menu with boarding tariffs in Dining Halls as specified, penalty of Rs. 250/- (Rupees Two hundred and fifty only) for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month will be levied and deducted from monthly charges.
- 4.4.10 Contractor should provide healthy food to Guests as per the menu prescribed by BHEL. In exceptional cases, Contractor may have to prepare special food as required by Guests on medical grounds.
- 4.4.11 Contractor should procure and store sufficient quantity of high quality ingredients in a hygienic manner at his own risk in the guesthouses to ensure preparation of food in time.
- 4.4.12 Timings for services will be as informed by BHEL.
- 4.4.13 Laying of tables setting for each service, display of chafing dishes, filling of food as per the menu and replenishing with food from time to time on each service.
- 4.4.13.1 For Failure to use chafing dishes for each service or as instructed by Transit Flat in charge, penalty of Rs. 250/- (Rupees Two hundred and fifty only) for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month will be levied and deducted from monthly charges.
- 4.4.14 Every food preparation should be used for one-time service only and the left-over food should not be served during the next meal / service.
- 4.4.15 Contractor will be responsible for service of food and beverages in the Dining Halls and for Morning Tea / Coffee service in the respective Guest Rooms for all guests. Room Service should be provided to VIPs on request and other guests in case they are not able to reach Dining Hall due to medical reasons.
- 4.4.15.1 For complaints from guests of poor service or quality of catering including room service based on feedback form, penalty of Rs. 250/- (Rupees Two hundred and fifty only) for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month will be levied and deducted from monthly charges. The same is applicable for not getting up early in the morning or staying up late when required or not serving bed tea to guest's at specified time.
- 4.4.15.2 If the quality of milk is not found up to appropriate standard, or it is diluted, a fine of Rs. 500/- (Rupees Five hundred only) per instance would be imposed.
- 4.4.15.3 If BHEL finds that a certain meal was not cooked properly then a fine of Rs. 500/- (Rupees Five hundred only) per meal would be imposed.
- 4.4.15.4 Hard and / or sharp objects like glass pieces, nails, hard plastic etc. will attract a penalty of Rs. 5,000/- (Rupees Five thousand only) per incident.
- 4.4.16 Contractor should provide efficient and prompt service to all Guests.
- 4.4.17 Contractor should ensure removal of empty cups and saucers from the rooms immediately after service.
- 4.4.17.1 For failure to remove empty cups and saucers from the rooms immediately after service, penalty of Rs. 250/- (Rupees Two hundred and fifty only) for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month will be levied and deducted from monthly charges.

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- 4.4.18 Contractor is solely responsible for preparation of all food under strictly hygienic conditions without any compromise. Disposable gloves, mask and cap should be worn by the catering staff while serving food failing which penalty will be imposed.
- 4.4.18.1 Not wearing mask, cap and disposable gloves while serving food will attract a Penalty of Rs. 250/- (Rupees Two hundred and fifty only) for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and deducted from monthly charges.
- 4.4.18.2 Any complaints of insects and / or foreign objects (stone, hair, rope, cloth, plastic, etc.) cooked along with food found in any food item would invite a fine of Rs. 500/- (Rupees Five hundred only) per instance.
- 4.4.19 All Contractor's staff on duty should be in good health and hygiene and should wear clean, washed and neatly pressed uniforms and shoes with socks, name plates and photo ID cards while on duty.
- 4.4.20 Contractor should ensure total cleanliness and regular cleaning of all kitchen facilities.
- 4.4.20.1 Three or more complaints of unclean utensils in a day would lead to a fine of Rs. 500/- (Rupees Five hundred only) per meal.
- 4.4.21 Contractor should perform the above services to the satisfaction of the designated BHEL Transit Flat official. If any shortcomings are found, then on oral or written instruction, Contractor should rectify the shortcomings immediately failing which penalty at the sole discretion of BHEL is liable to be levied.
- 4.4.22 Contractor should ensure that cooks are professionally-qualified / experienced persons, well-versed in all types of Vegetarian, Non-Vegetarian and Continental food preparation. In case of deficiencies in cooking as decided by the designated BHEL official, cooks will need to be changed immediately by the Contractor.
- 4.4.22.1 If cooks are not changed as decided by the designated BHEL official, Penalty of Rs. 250/- (Rupees Two hundred and fifty only) per day will be levied in addition to pro-rata deduction as applicable from the fixed charges towards providing manpower. Above penalty is also applicable in case a professionally qualified / experienced cook is not available or is absent from duty and will be deducted from monthly charges.
- 4.4.23 On special occasions at the Transit Flat or in any other location specified by BHEL, Contractor should be ready to undertake food arrangements as per the rate contract. For any arrangement not covered in the contract, payment will be made on production of bills duly certified by the authorized BHEL official in charge of Transit Flat.
- 4.4.24 If BHEL requires procurement of any outside food preparations, Contractor should arrange for the same and claim the expenditure in his regular bills enclosing the suppliers' bill wherever possible or claim the amount on self-certification basis.
- 4.4.25 Contractor may inspect the kitchen equipment, crockery and cutlery, etc. provided by BHEL at the Transit Flat and is free to make use of the same for providing the services specified in this contract. For any additional requirement, Contractor may bring his own equipment.
- 4.4.26 All cooking fuel costs will be borne by the Contractor and should be included in the cost of Food. Contractor will be responsible for booking and procurement of gas cylinders in time so as to ensure availability of sufficient fuel for Transit Flat operation on a continuous basis.
- 4.4.27 Contractor should attend to any / all catering requirements of BHEL whether covered contractually or otherwise, at pre-determined price as per the contract or mutually agreed rates.
- 4.4.28 Menu for food and beverage to be served as per Annexure – E.
- 4.4.29 The disposal of garbage on daily basis is the responsibility of the contractor only

4.5 HOUSEKEEPING

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- 4.5.1 Contractor should provide Housekeeping services for all the rooms available in the Transit Flat and allied areas including lounges, dining halls, corridors, porticos, etc. Quantity and Frequency of cleaning is given in Annexure – B.
- 4.5.2 All the necessary housekeeping materials for the performance of services should be procured by the Contractor periodically at Contractor's expense (approximate monthly requirement as given in Annexure – C). Any other item deemed required for housekeeping by the contractor may be procured at his own expense.
- 4.5.3 Contractor will procure all the materials required for providing Guest amenities and extra items for all Guests including toothbrush toothpaste(20 gm), and sample bathing soap (35 gm), shampoo (5 ml), coconut oil (2 ml), pocket comb and talcum powder (15 gm). All such items should be of popular brands such as Dettol, Lifebuoy, Colgate, Close-Up, Oral B, Pepsodent, Meswak, Gillette, Lux, Cinthol, Rexona, Hamam, Medimix, Santoor, Clinic Plus, Pantene, Sunsilk, Parachute, Dabur, VVD.
- 4.5.4 Details of Guest Amenities and consumption is to be sent in excel format along with Daily MIR. Extra items like disposable razor, sachet shaving cream, and sachet body lotion, shower cap, etc. are to be provided for VIPs as specified by BHEL and the cost of the same will be reimbursed in the monthly bill.
- 4.5.4.1 For deficiency in quality, quantity or number of guest amenities provided to guests including replenishment on request by the guest, cost thereof will be recovered from monthly bill in addition to penalty of Rs. 100/- (Rupees One hundred only) per occasion and deducted from monthly charges.
- 4.5.5 Contractor should provide one English Newspaper i.e. The Hindu in all occupied Guest Rooms. Lounges / Reception areas will have minimum two copies each of The Hindu and any other English / Tamil newspaper / magazine as directed from time-to-time by BHEL. Except for Lounges / Reception Areas for which newspapers are to be procured on a daily basis, procurement of newspapers for rooms will be occupancy-based. Expenditure towards the same will be borne by the Contractor and claimed from BHEL in the monthly bill.
- 4.5.5.1 Failure to provide Newspaper in occupied rooms and Lounges / reception will attract a penalty of Rs. 250/- (Rupees Two hundred and fifty only) for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and deducted from monthly charges.
- 4.5.6 All Guest Rooms should be kept neat and tidy always as soon as they are vacated to enable BHEL to allocate the rooms at any time.
- 4.5.6.1 Failure to keep rooms neat and tidy immediately after they are vacated will attract a penalty of Rs. 250/- (Rupees Two hundred and fifty only) for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and will be deducted from monthly charges.
- 4.5.7 All linen in Guest Rooms including towels, bedspreads, bed sheets and pillow covers should be changed on alternate days in the guest rooms.
- 4.5.7.1 Failure to change linen in the guest rooms on alternate days will attract a penalty of Rs. 250/- (Rupees Two hundred and fifty only) for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and will be deducted from monthly charges.
- 4.5.8 Contractor will be responsible for making the beds. All rooms, bathrooms and toilets are to be cleaned and mopped twice daily or more frequently, as required, and also as and when vacated by Guests, with high quality disinfectants such as Lizol, Harpic etc.
- 4.5.8.1 Failure to make beds and clean rooms, bathrooms and toilets daily will attract a penalty of Rs. 250/- (Rupees Two hundred and fifty only) for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and will be deducted from monthly charges.

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- 4.5.9 Ceilings, ceiling fans, windows, window panes, are to be cleaned regularly and in any case once in seven days while all common areas including lounges, corridors are to be swept and swabbed twice daily or more frequently as required.
- 4.5.9.1 Failure to dust and clean ceilings, ceiling fans, windows, window panes and all common areas within specified days will attract a penalty of Rs. 250/- (Rupees Two hundred and fifty only) for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and will be deducted from monthly charges.
- 4.5.10 All rooms and service areas are to be cleaned and washed twice a day by using cleaning agents such as Harpic, soap oil, phenol etc. on each time. Room fresheners and deodorants to be used in all the bathrooms, toilets.
- 4.5.10.1 Failure to clean rooms and service areas twice a day will attract a penalty of Rs. 250/- (Rupees Two hundred and fifty only) for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and will be deducted from monthly charges.
- 4.5.11 Bath rooms are to be replenished with fragrant deodorants such as Odonil, Wonder Fresh, Deo n fresh etc. and fragrant sanitary cubes to be provided in urinals. Mosquito repellent should be available at all time in all rooms and service areas like lounge dining halls etc. and is to be replaced as and when required.
- 4.5.11.1 Failure to replenish deodorants and mosquito repellents will attract a penalty of Rs. 250/- (Rupees Two hundred and fifty only) for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and will be deducted from monthly charges.
- 4.5.12 Bathroom taps and chrome fittings should be cleaned once in seven days with cleaners such as Blueoxy, Silvo etc. Mirrors should be sprayed and wipe cleaned daily using glass cleaners such as Colin, 3M etc.
- 4.5.12.1 Failure to clean bathroom fittings and mirrors as specified will attract a penalty of Rs. 250/- (Rupees Two hundred and fifty only) for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and will be deducted from monthly charges.
- 4.5.13 Contractor should maintain high standards of cleanliness and hygiene throughout the Transit Flat including Kitchen and dining halls.
- 4.5.13.1 If Hygiene of dining hall, kitchen etc., is not up to the desired standards penalty of Rs. 250/- (Rupees Two hundred and fifty only) will be imposed for the first occasion after warning and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and will be deducted from monthly charges.
- 4.5.14 In case the contractor is asked to make extra arrangements like Fruits, Flowers, Snacks etc., during any event or visits of VVIPs, reimbursement at actuals will be made towards the same on production of relevant bills wherever possible.
- 4.5.15 Wherever it is not possible to produce the suppliers' bills, the contractor should claim the amount on self-certification basis duly certified by the designated BHEL official. Besides reimbursing the actual cost of such arrangements, BHEL may also reimburse the transportation cost to the contractor in connection with such arrangements. Reimbursement of transportation cost will normally be limited to auto fare.
- 4.5.16 Contractor should take care of miscellaneous requirements like replacement of batteries for clocks, remote control units of TVs / ACs, etc. and reimbursement claimed from BHEL. Guest Room amenities including furniture, linen, TV, refrigerator, AC, geysers, etc., should be regularly checked by the Contractor and maintenance report including replacement of bulbs, batteries, repairs, etc., are to be submitted to BHEL in the specified format.
- 4.5.17 Contractor should ensure proper functioning of all systems in the Transit Flat including electrical, electronic, sanitation and water supply. Should there be any requirement of attending to emergency

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problems which are minor in nature, Contractor should arrange to engage a qualified person to get the problem solved with prior concurrence of the designated BHEL official and expenditure incurred, if any, towards the same may be claimed in the monthly miscellaneous bill if so instructed by BHEL.

4.6 LAUNDRY AND MAINTENANCE OF PREMISES

- 4.6.1 Contractor should take all required steps to ensure efficient and timely laundry services for the Transit Flat.
- 4.6.2 Bed linen and towels should be regularly washed and kept in clean condition for use. Washing of table clothes, curtains, blankets etc., are to be carried out regularly as required.
- 4.6.3 Details of House linen sent to and received from laundry should be sent in excel format along with Daily MIR.
- 4.6.4 Contractor should charge Guests for laundry of their clothes and collect charges for the same directly from the guests. In exceptional cases, on specific instructions from BHEL, Contractor may claim expenditure incurred for laundry for VIPs.
- 4.6.5 Bed linen, towels, napkins, curtains, furniture upholstery should be regularly washed and kept in clean condition at all times. Soiled / wrinkled linen should not be used in Guest Rooms or common areas on any account. Failure to comply will attract penalty as decided by BHEL and deduction of the same will be from the monthly charges.
- 4.6.6 Contractor should bring washing equipment and provide detergents for laundry, if required.
- 4.6.7 Keeping the Transit Flat premises neat and free from litter / debris will be the Contractor's responsibility.

4.7 CONTRACTOR'S PERSONNEL

- 4.7.1 Successful contractor will be responsible for smooth running of the Transit Flat and should post a team of qualified / experienced personnel under the leadership of a capable supervisor / In-charge with a Full-time course in Hotel Management / Catering Technology and relevant experience who will report to the authorised BHEL official or in charge of Transit Flat.
- 4.7.2 Substitute with the same qualification and experience should be posted immediately whenever the above supervisor / in-charge is absent.
 - 4.7.2.1 Failing to post Qualified (Full-time course in Hotel Management / Catering Technology) supervisor / In- Charge will attract penalty of Rs. 250/- (Rupees Two hundred and fifty only) per day in addition to pro-rata deduction as applicable from the fixed charges towards providing manpower.
- 4.7.3 Contractor will also maintain qualified / well-trained and competent Personnel for all services specified in the tender including and not limited to the following:
 - 4.7.3.1 Manpower required to prepare and serve meals of different cuisines and to maintain the Transit Flat in total cleanliness and hygienic conditions.
 - 4.7.3.2 Contractor's employees deployed on BHEL's premises should be physically fit and able-bodied with good eye sight and hearing power and should also be able to speak / converse fluently in the regional language where the Transit Flat is situated and should additionally understand English.
 - 4.7.3.3 Contractor should always maintain the minimum number of personnel as instructed by the authorised BHEL official or as indicated by BHEL in the Price Proforma. However, during any major event or visit of dignitaries, additional manpower as may be required to meet the work load, will have to be provided at no extra cost.
 - 4.7.3.4 Contractor should have sufficient reserve staff for substituting the workers against weekly off, leave etc. to comply with Factory Act 1948.

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- 4.7.3.5 If, at any stage during the contract period, BHEL observes that the personnel engaged by the contractor are not capable of carrying out the Catering and / or House Keeping services in the Transit Flat according to professional standards, BHEL will take steps as deemed necessary including termination of the contract, in the overall interests of Transit Flat operations.
- 4.7.4 The tenderer should get the character / antecedence consisting of Police verification, qualification, address and age of each and every workers deployed by them at the job premises and the same should be submitted to BHEL before engaging and deploying them or within 02 months of deployment in our premises. In case the contractor desires to change the manpower deployed by him, due to any reason, the new incumbent should be deployed with the clearance of Contract Awarding Executive by submitting the proof of identity and Medical certificate for fitness. Police verification of such workers should be furnished within 02 months of deployment.
- 4.7.4.1 The contractor should give certificate of antecedents of each of his employees from the local police station or through online portal of state police within specified period failing which penalty of Rs. 250 (Rupees Two hundred and fifty only) will be imposed per person per day until police clearance is submitted.
- 4.7.5 Tenderer 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, proficiency, qualification, experience, etc. Tenderer will be fully responsible for theft, burglary, fire or any mischievous deeds by their personnel. Tenderer will engage only such employee who are medically fit and are disciplined
- 4.7.6 The contractor should submit bio data of all workers deployed at site to contract cell before commencement of contract or within 15 days after commencement along with following documents:
- I. Aadhar copy
 - II. Bank pass book front page / Cancelled Cheque
 - III. Vaccine certificate
 - IV. ESIC e - pehchan card
 - V. Police verification report / acknowledgement
 - VI. Passport size photograph
 - VII. Contractor Details
- 4.7.7 Contractor should ensure that the employees deployed in the Transit Flat comply with all precautions (including vaccination, appropriate behaviour in Transit Flat premises etc.) and instructions related to prevention of any infectious disease / pandemic / epidemic given by Central / State Govt. from time to time.
- 4.7.8 Contractor should ensure strict compliance with Child Labour (Prohibition and Regulation) Act 1986 and should not engage a person below the age of 18 years at any time for any work under this contract.
- 4.7.9 Contractor will be solely responsible for providing for all requirements of his employees, including and not limited to the following:
- 4.7.9.1 Payment of wages and all allowances as per applicable Central and State Govt. statutes and regulations.
- 4.7.9.2 Deduction, collection and payment of all taxes on behalf of his employees and compliances with all statutory requirements including but not limited to PF, ESI etc., and notifications made by any Government authority having jurisdiction.
- 4.7.9.3 Prompt replacement of any personnel whose performance is unsatisfactory or otherwise required to be changed for any other reason.
- 4.7.10 Personnel employed by the Contractor should be healthy in all respects and must produce medical certificates to substantiate the same as required by BHEL or BHEL's medical officer. Regular medical

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check-up should be done for all of the Contractor's employees once in six months. BHEL is at liberty to subject any personnel employed by the contractor to medical check-up by BHEL doctor / any other authorized doctor at any time on a cost-recovery basis.

- 4.7.11 All personnel posted by the Contractor at the Transit Flat should be trained to handle fire-fighting systems, administer First Aid in emergencies, etc.
- 4.7.12 In the interest of efficient operation of the Transit Flat, BHEL may seek change of staff belonging to the Contractor which he should comply with. However, the Contractor should not indulge in shifting his staff from BHEL Transit Flat to other clients without the permission of BHEL.
- 4.7.13 The Contractor should engage specified number of competent employees for running the Transit Flat on round-the-clock basis. All expenses on account of payment of salary / wages / provisions of food stuff / eatables for contractor's employees / uniforms / Personal Protective Equipment and other benefits including statutory payments like PF, ESI, Holiday wages, Gratuity, Bonus, etc., to the contractor's employees should be met by the Contractor.
- 4.7.14 Contractor will have full control of his employees including the right to appoint, determine service conditions, discharge, dismiss, or otherwise terminate their services at any time. Contractor will be solely responsible for any claim arising out of employment or termination of employment of his employees and any other statutory payments.
- 4.7.15 Contractor should fully indemnify BHEL for any default or non-observance by the Contractor or any of his representatives of any of the provisions of the above mentioned enactments and the rules framed there under. Even though the Contractor will be solely liable for settlement of any claim made by any persons due to non-observance by the Contractor of any of the provisions or otherwise of the enactments cited above, BHEL reserves the rights to settle directly any amount due by the Contractor as mentioned above and to recover such amounts from any of the amounts payable by BHEL to the Contractor or in the absence of the same as debt due to BHEL from the Contractor.
- 4.7.16 Contractor should, whenever required by BHEL or Govt. officials authorized under the statutes, produce for inspection, all forms, registers and other records required to be maintained under various statutes.
- 4.7.17 Contractor should provide all stationeries, boarding charts etc for proper upkeep of records. Printing and supply of bill books towards lodging and guest register only will be in the scope of BHEL.
- 4.7.18 Contractor should produce documentary evidence in proof of effecting the said statutory payments. Non-observance of the provisions will be construed as default by the Contractor to make such payment, and payment of his bill will be withheld.
- 4.7.19 Contractor should maintain necessary Qualified / Trained competent personnel in each category of work, in accordance with the rules. They should meet all the requirements and fulfil all the activities mentioned in the schedule. Receptionist / supervisors should be well conversant (speak,read,write) with Tamil and English and preferably in Hindi also.
- 4.7.20 The personnel should have pleasing personality, be courteous, have good communication skills and experienced in serving high-level guests. Hence, the contractor should engage personnel who know Tamil/ English /Hindi. Receptionist / supervisors should be well conversant (speak,read,write) with Tamil and English and preferably in Hindi also.
- 4.7.21 Weekly duty roster of the staff should be made available to BHEL on the last working day of each preceding week.
- 4.7.22 Identity Cards and Name Plates: Contractor should ensure that all staff engaged by him must wear and display colour Photo Identity Cards and Plastic Name Plates / Tags (Dark Blue Letters on white background) prominently on their uniform at all times while on duty. All personnel of the Contractor will strictly follow the security regulations of BHEL.

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- 4.7.23 BHEL has no responsibility whatsoever towards the Contractor's employees and the Contractor will be solely responsible for supervising and managing his employees. In the event of any dispute between the Contractor and his employees, the Contractor alone will be responsible for settlement of any claim and consequences that may arise out of any such dispute, whether statutory or otherwise.
- 4.7.24 The contractor should ensure that the minimum wages are paid to the employees as per the prevailing rules of Govt. of Tamilnadu which are applicable to General Engineering and Fabrication Industry, inclusive of Bonus after remitting PF and ESI contributions ONLY in their respective bank accounts by means of NEFT / RTGS. While submitting the bills, the contractor should submit a proof of payment made to the employees through bank along with PF and ESI contribution challans to Welfare section every month.
- 4.7.25 Contractor will be solely responsible for the operations of the Transit Flat. The operations will be monitored at all times by the designated officials of BHEL. Contractor will ensure availability of a supervisor on round-the-clock basis for contact by the designated officials of BHEL.
- 4.7.26 Contractor should employ only such personnel under this contract, who are medically fit. BHEL has the right to direct the Contractor to remove from the premises his personnel who are found to be unfit on physical, hygienic, clinical, and medical or on disciplinary grounds.
- 4.7.27 Contractor should comply with the provisions of all the Govt. Statutes and Regulations including the following:
- 4.7.27.1 Factories Act 1948
 - 4.7.27.2 Contract Labour (Regulation and Abolition) Act 1970
 - 4.7.27.3 Child labour (Prohibition and Regulation) Act 1986
 - 4.7.27.4 ESI Act 1948
 - 4.7.27.5 Employees Compensation Act 1923
 - 4.7.27.6 Employees Provident Fund and Miscellaneous Provisions Act 1952
 - 4.7.27.7 Minimum Wages Act 1948
 - 4.7.27.8 Payment of Wages Act 1936
 - 4.7.27.9 Payment of Bonus Act 1965
 - 4.7.27.10 Payment of Gratuity Act 1972
 - 4.7.27.11 Catering Establishment Act 1958
 - 4.7.27.12 Industrial Establishment (National and Festival Holidays) Act 1958
 - 4.7.27.13 Any other Laws and Rules as may be applicable to contract workers from time to time including obtaining of license under Contract Labour (Regulation and Abolition) Act. Contractor should produce registers, Income Tax returns and records and comply with other directions issued by BHEL for compliance of the above statutory provisions.
- 4.7.28 BHEL will not make any separate payment towards the expenses incurred by the Contractor for complying with the above or any of the statutory provisions regarding Contractor's staff.
- 4.7.29 Contractor should comply with all operational rules and regulations, including security and disciplinary rules framed by BHEL and made applicable to the whole or part of the premises wherein the Contractor or his employees happen to be working. In the event of any of the Contractor's employees violating the said rules and regulations or in any way becoming objectionable to the company, the Contractor should immediately remove such employees from BHEL's premises and indemnify BHEL for any loss on such violation of the rules and regulations.

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4.8 STAFF UNIFORMS

- 4.8.1 The contractor has to ensure that uniform and turnout of the workforce shall be smart and proper at all times. Thus, it will be the responsibility of contractor to provide adequate uniform and protective clothing items to all workforce deployed by them.
- 4.8.2 The contractor will be solely responsible to procure and issue the prescribed uniform and accessories to the workforce deployed by him and details of the same have been appended below. The uniform shall not be similar to any colour/pattern prohibited by any existing law in force in the country. The contractor should ensure that while on duty, his workforce put proper uniforms (distinctive colour code for each category of workforce) and in neat and clean conditions issued to them by the contractor.

| SL NO | ITEM | UNIFORM ARTICLES FOR |
|-------|--|----------------------|
| 1 | Uniform (Plain Shirt /T shirt with collar and company's logo + pant) | Male |
| 2 | Black leather shoes | |
| 3 | Black socks | |
| 4 | Black leather belt | |
| 5 | Saree with blouse / Chudidhar Suit with overcoat | Female |
| 6 | Black leather footwear | |
| 7 | Socks black/blue | |
| 8 | Name plate (Plastic) | For all |
| 9 | Photo ID | |

- 4.8.3 Contractor should provide mask and gloves and ensure wearing of mask and gloves at all times while on duty for all the contractor's staff.
- 4.8.3.1 Failure to wear mask and gloves at all times will attract Penalty of Rs. 250/- (Rupees Two hundred and fifty only) for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and will be deducted from monthly charges.
- 4.8.4 All personnel should wear mask, caps and use transparent disposable gloves while serving food. In case any employee of the Contractor does not report for duty in uniform, the same may be condoned only once a month.
- 4.8.4.1 Failure to wear full uniform including shoes, socks, name plate, photo ID card, etc. and not wearing mask, caps and disposable gloves while serving food will attract Penalty of Rs. 250/- (Rupees Two hundred and fifty only) for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and will be deducted from monthly charges.

4.9 ACCOUNTING, SUBMISSION AND PROCESSING OF BILLS

- 4.9.1 Contractor should properly account for the food items served which are liable to be checked and counter-checked as per the systems specified by BHEL.
- 4.9.2 The contractor should ensure collection of room rent from the paying guest through POS machines (provided by BHEL for remittance to BHEL account). The same has to be properly accounted for with necessary paper work and details should be regularly submitted to Transit Flat section on every Wednesday.

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- 4.9.3 In case of Company Guests for whom BHEL will make payment, the Contractor should keep proper account of various claims against Food and other Miscellaneous Items. In case of making miscellaneous items by purchasing the same from outside, the Contractor should produce Bills of such purchases along with his claim.
- 4.9.4 Necessary records are to be maintained by the responsible person appointed by the Contractor which is to be audited from time to time by the BHEL officials or the auditor appointed by BHEL.
- 4.9.5 Payment will be admitted and cleared for the quantity of food items served only and not on the quantity prepared.
- 4.9.6 Contractor is fully responsible for the wastages of food items prepared at the Transit Flat. So, any wastage of food items will have to be borne by the Contractor.
- 4.9.7 Payment will be made after completion of work on pro-rata basis based on actual work executed as per BOQ / actual deployment of manpower / instructions of BHEL's official after acceptance and certification of BHEL's official.
- 4.9.8 Contractor will be responsible for making payment of wages of his employees through bank into the individual employees bank accounts within 7 days from the last day of wage period through EFT and produce bank document in support of the same. The contractor should also obtain the signature at the end of entries in the wage register from BHEL official of contract operating department. If the 7th days falls on Sunday or holiday the payment should be made on the previous working day
- 4.9.9 Along with bills, Contractor has to furnish copy of the following documents for further processing of bills:
- 4.9.9.1 The Contractor should submit the bill within a week after 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.
- 4.9.9.2 Proof of payment of GST failing which BHEL will not be able to make payment against the invoice as per existing government guidelines.
- 4.9.9.3 The salary/wages to the workmen concerned to be remitted through online mode in the bank account of the workmen and relevant Bank statement / proof for Bank payment should be produced along with PF and ESI challans.
- 4.9.9.4 Details, as instructed by authorised BHEL official in excel format like summary of Feedback form from guests etc is to be submitted.
- 4.9.9.5 Any other relevant document which is required from time to time as per BHEL requirement.
- 4.9.10 Payment will be made after completion of work on pro-rata basis based on actual work executed after acceptance and certification of BHEL's official. Payment shall be made after 45 days of submission of bill complete in all respect including copies of attendance sheet, biometric attendance, wage register, proof of payment to workmen through bank, proof of PF / ESI payment, proof of GST payment made against the invoice.
- 4.9.11 Contractor's bill can be processed for payment only on submission of all supporting documents including proof of attendance, personal payments, statutory payments like ESI, PF, GST declaration, statement of inventory, consolidated statement of manpower with biometric attendance details etc. BHEL will make payment only through the Electronic Fund Transfer (EFT) method.
- 4.9.12 In case of increase in number of rooms during the contract period, payment will be made against consumables / services on pro-rata basis.

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4.10 DO'S AND DON'TS

| SL.NO | DO's | DON'Ts |
|-------|--|---|
| 1 | Contractor's staff should wear clean, neat & tidy uniform in duty hours and behave courteously with guests /officials | Contractor's staff are not allowed to stay inside the premises before / after the duty hours. (Without GH Incharge permission) |
| 2 | Contractor shall send authentic person for the site visit. The person visiting site should be able to provide relevant inputs for quoting of values. | Contractor's staff are not allowed to enter guest rooms other than at the time of housekeeping / maintenance work |
| 3 | Procurement of housekeeping material, provisions/grocery, guest amenities should be well before they are exhausted | Contractor's staff are not permitted to enter the premises on intoxication of any form, and not bring in any such materials in the premises. |
| 4 | Cooking to be done only in the gas stove /burners. No induction stove /Electrical oven etc. to be used for cooking | Contractor's staff shall not use electrical equipments like A/C, Geyser, induction stove, iron box, oven, kettle, office telephone, internet etc for their use. |
| 5 | Housekeeping service staff should be available at reception on bell | Contractor's staff should not disclose the booking chart to anybody except for C&PR officials |
| 6 | Contractor's staff should be trained / experienced in their respective field. | Contractor's staff should not use mobiles , headphones or bluetooth devices during duty hours |
| 7 | Payments to the suppliers like water, milk, newspaper, laundry should be done on time, without waiting for clearance of contractor's pending bills with BHEL | Contractor's staff should not leave/move out of the premises without intimation to the BHEL Site Incharge during duty hours |
| 8 | Attendance of the employees engaged by contractor is to be regulated only through Biometric system. | |
| 9 | Housekeeping material listed in Annexure C is aprox. However contractor should replenish the materials on need before getting exhausted | |

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CHENNAI TRANSIT FLAT

ANNEXURE – A

AVAILABLE ASSETS (EQUIPMENT, CROCKERY, CUTLERY, FURNITURE, LINEN ETC.)

| SL No | DESCRIPTION | QTY |
|-------|--|-----|
| 1 | ALMIRAH WOODEN | 19 |
| 2 | ALMIRAH STEEL | 5 |
| 3 | ASH TRAY | 1 |
| 4 | BUCKETS PLASTIC | 51 |
| 5 | CHAIR DINING WOODEN | 36 |
| 6 | CHAIR PLASTIC | 6 |
| 7 | COAT HANGERS PLASTIC | 73 |
| 8 | COAT HANGERS WOODEN | 118 |
| 9 | COT WOODEN DOUBLE | 5 |
| 10 | COT WOODEN SINGLE | 53 |
| 11 | DUST BIN PLASTIC/METAL | 34 |
| 12 | EMERGENCY LAMP | 4 |
| 13 | FIRE EXTINGUISHER | 6 |
| 14 | FLOOR MAT(BIG) ROOM NO 1 | 1 |
| 15 | FLOWER VASE | 19 |
| 16 | KEY BOARD WOODEN | 1 |
| 17 | LAMPS TABLE | 8 |
| 18 | DINING TABLE MAT | 43 |
| 19 | DOOR MAT | 51 |
| 20 | BATH ROOM MAT | 35 |
| 21 | MODEM NET | 3 |
| 22 | MUG PLASTIC | 112 |
| 23 | NAPKIN STAND GLASS | 5 |
| 24 | PLASTIC WIRE FRUIT TRAY | 2 |
| 25 | REFRIGERATORS WITH STABILISER SINGLE DOOR&90L WITHOUT STABILISER | 3 |
| 26 | SOFA SET 3 SEATER WITH 2 SINGLE SEATER | 2 |
| 27 | SOFA SET 3 SEATER WITH 4 SINGLE SEATER | 1 |
| 28 | SOFA SINGLE SEATER | 22 |
| 29 | SOFA SINGLE SEATER WITH WHEEL | 1 |
| 30 | STEEL RACK | 3 |
| 31 | DRESSING STOOL WITH WHEEL | 10 |
| 32 | STOOL PLASTIC | 2 |
| 33 | DINING TABLE WOODEN | 6 |
| 34 | SMALL TABLE WITH DRAWERSTABLE STEEL | 2 |
| 35 | TABLE STEEL | 4 |
| 36 | BED SIDE TABLE WOODEN | 56 |

| | | |
|----|---|----|
| 37 | COMPUTER TABLE | 3 |
| 38 | COMPUTER TABLE WITH 3 DRAWERS | 1 |
| 39 | TEAPOY CENTRE TABLE TOP & BOTTOM GLASS | 5 |
| 40 | TV STAND | 10 |
| 41 | UPS | 5 |
| 42 | WALL CLOCK ELECTRONIC | 30 |
| 43 | WATER HEATER (GEYSER) | 25 |
| 44 | WOODEN CHAIR WITH CUSHION | 34 |
| 45 | MOSQUITO REPELLENT ALL OUT | 36 |
| 46 | TV REMOTE | 21 |
| 47 | A/C REMOTE | 8 |
| 48 | BEDSIDE LAMP | 15 |
| 49 | LOCK | 4 |
| 50 | SIDE TABLE HAVANA WOODEN | 7 |
| 51 | CENTRE TABLE ECOSTAR WOODEN | 2 |
| 52 | CEILING FAN 1200 MM 48" SWEEP | 5 |
| 53 | COAT HANGERS STEEL/ALUMINIUM | 65 |
| 54 | LOCKER STEEL SMALL GODREJ | 1 |
| 55 | ROOM HEATER | 15 |
| 56 | TABLE WOODEN FOR WRITING | 12 |
| 57 | CHEPPAL BATHROOM | 11 |
| 58 | CALLING BELL WITH REMOTE | 1 |
| 59 | EXTENSION CORD ELECTRICAL | 5 |
| 60 | IRON BOX | 1 |
| 61 | HOSE PIPE | 1 |
| 62 | CHAIR WRITING TABLE WOODEN | 11 |
| 63 | LADDER ALUMINIUM | 1 |
| 64 | TABLE SERVICING WOODEN | 1 |
| 65 | CHAIR SINGLE SEATER ARMED | 22 |
| 66 | TEAPOY – CENTER TABLE (CENTER GLASS ON TOP) | 9 |
| 67 | BOWL CURRY CERAMIC VARIOUS SIZES | 16 |
| 68 | TEA/ COFFEE CUP | 24 |
| 69 | TEA/ COFFEE SAUCER | 24 |
| 70 | FULL PLATE CERAMIC | 49 |
| 71 | QUARTER PLATE CERAMIC | 10 |
| 72 | SOUP BOWL CERAMIC | 11 |
| 73 | SOUP SPOON CERAMIC | 9 |
| 74 | GLASS WATER | 32 |

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| | | |
|-----|--|-----|
| 75 | BASIN SS VARIOUS SIZES | 2 |
| 76 | COCONUT SCRAPER | 1 |
| 77 | TISSUE PAPER HOLDER | 3 |
| 78 | ALUMINIUM SAMBADAM (BIG) | 2 |
| 79 | BREAD TOASTER ELECTRIC | 2 |
| 80 | BUCKET SS | 5 |
| 81 | CASSEROLE/HOT PACK PLASTIC | 3 |
| 82 | CASSEROLE/HOT PACK SS | 3 |
| 83 | COOKING VESSEL SS VARIOUS SIZES | 8 |
| 84 | COOKING VESSEL ALUMINIUM VARIOUS SIZES | 5 |
| 85 | CYLINDER BIG | 3 |
| 86 | FLASK PLASTIC | 22 |
| 87 | FLASK SS | 30 |
| 88 | FORK SS AP | 43 |
| 89 | JARANI SS | 4 |
| 90 | KADAI ALUMINIUM VARIOUS SIZES | 7 |
| 91 | KATORI CUP SS | 282 |
| 92 | KITCHEN LADLES SS VARIOUS SIZES | 10 |
| 93 | BUTTER KNIFE | 25 |
| 94 | MIXIE HEAVY DUTY | 1 |
| 95 | MUG SS | 2 |
| 96 | PRESSURE COOKER HINDALIUM | 2 |
| 97 | RICE LADLE | 1 |
| 98 | SERVICE TONG SS | 11 |
| 99 | SERVICE TRAY PLASTIC | 16 |
| 100 | SERVICE TRAY SS (VARIOUS SIZES) | 4 |
| 101 | SPOON SS AP | 57 |
| 102 | SPOON SS TEA/ DESERT | 140 |
| 103 | SS PLATE THALI PLATE | 120 |
| 104 | SS WATER JUG | 42 |
| 105 | STRAINER SS | 1 |
| 106 | TAWA DOSAI | 1 |
| 107 | WET GRINDER WITH COCONUT SCRUBBER | 1 |
| 108 | JUG PLASTIC | 21 |
| 109 | PRESSURE COOKER SS | 1 |
| 110 | FILTER FOR COFFEE | 1 |
| 111 | DOSAI TIRUPPI | 2 |
| 112 | STRAINER TEA (STEEL WIRE MESH) | 10 |
| 113 | OIL STRAINER SS | 2 |
| 114 | STRAINER VEGETABLE SS | 2 |

| | | |
|-----|---------------------------------|-----|
| 115 | SAUCE PAN SS | 2 |
| 116 | KETTLE ELECTRIC | 1 |
| 117 | KNIFE KITCHEN PURPOSE | 6 |
| 118 | PICKLE STAND STEEL | 5 |
| 119 | SS SPOON TABLE SERVICE | 10 |
| 120 | STRAINER RICE SS | 2 |
| 121 | PLASTIC CONTAINERS VARIOUS SIZE | 14 |
| 122 | WET GRINDER (3 LTR) | 1 |
| 123 | VEGETABLE CUTTING BOARD | 1 |
| 124 | BED SHEET COLOUR DOUBLE | 24 |
| 125 | BED SHEET WHITE DOUBLE | 55 |
| 126 | BED SHEET WHITE SINGLE | 212 |
| 127 | BLANKETS WOOLLEN SINGLE | 44 |
| 128 | CURTAIN DOOR | 26 |
| 129 | CURTAIN WINDOW | 30 |
| 130 | MATTRESS DOUBLE | 3 |
| 131 | MATTRESS SINGLE | 77 |
| 132 | PILLOW | 83 |
| 133 | PILLOW COVER (WHITE & COLOUR) | 136 |
| 134 | BATH TOWEL VARIOUS SIZES | 491 |
| 135 | CARPET MINI (RUGS) | 35 |
| 136 | CARPET BED SIDE SMALL | 6 |
| 137 | QUILT KING SIZE DOUBLE COT | 2 |
| 138 | TOWEL HAND | 17 |
| 139 | NAPKIN | 25 |
| 140 | TABLE CLOTH | 4 |
| 141 | AIR CONDITIONERS WINDOW TYPE | 2 |
| 142 | TELEVISION CRT SAMSUNG | 12 |
| 143 | TELEVISION CRT SONY | 3 |
| 144 | TELEVISION LED | 9 |
| 145 | PERSONAL COMPUTER | 4 |
| 146 | PRINTER | 5 |
| 147 | SOFA SET 2 SEATER | 7 |
| 148 | REFRIGERATOR DOUBLE DOOR | 1 |
| 149 | COT WOODEN DOUBLE KING SIZE | 2 |
| 150 | MATTRESS DOUBLE KING SIZE | 2 |
| 151 | REFRIGERATOR LG (300 LTRS) | 1 |
| 152 | COT WOODEN SINGLE | 17 |
| 153 | CARPET LOUNGE BIG | 1 |
| 154 | TABLE SHEET | 3 |

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ANNEXURE – B

| APPROXIMATE QUANTITY & FREQUENCY OF CLEANING – CHENNAI TRANSIT FLAT | | | | | | |
|---|-----------------------------------|------|-------------|---|----------------|---------------------------------|
| SL NO | DESCRIPTION OF WORK | UNIT | FREQUENCY | CLEANING TIME (FOR THE TOTAL QUANTITY IN A DAY / WEEK / MONTH | | QUANTITY AS FREQUENCY INDICATED |
| | | | | FN | AN | CHENNAI TF |
| 1 | CLEANING, WASHING | | | | | |
| A | Water Closet | Each | Daily | 6.00 to 11.30 | 13.00 to 16.30 | 25 |
| B | Wash Basin | Each | Daily | 6.00 to 11.30 | 13.00 to 16.30 | 30 |
| C | Urinal | Each | Daily | 6.00 to 11.30 | 13.00 to 16.30 | 0 |
| D | Wash Trough | Each | Daily | 6.00 to 11.30 | 13.00 to 16.30 | 4 |
| E | Bathroom | Each | Daily | 6.00 to 11.30 | 13.00 to 16.30 | 25 |
| F | Water tank | Each | Monthly | 6.00 to 11.30 | 13.00 to 16.30 | 1 |
| 2 | SWEEPING & SWABBING | | | | | |
| A | Sweeping and swabbing Room area | Sq.m | Daily | 6.00 to 11.30 | 13.00 to 16.30 | 382 |
| B | Sweeping and swabbing Dining area | Sq.m | Daily | 6.00 to 11.30 | 13.00 to 16.30 | 284 |
| C | Sweeping and swabbing Common area | Sq.m | Daily | 6.00 to 11.30 | 13.00 to 16.30 | 600 |
| D | Cob-web removal in all areas | Sq.m | Weekly | 6.00 to 11.30 | 13.00 to 16.30 | 824 |
| | | | | | | |
| | | | | | | |
| 3 | DISPOSAL OF DEAD ANIMALS | | | | | |
| A | Cattle | | As Required | | | |
| B | Dog, Monkey, Peacock, etc. | | As Required | | | |
| C | Rat, Cat, lizard, etc | | As Required | | | |

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ANNEXURE – C

| APPROXIMATE MONTHLY REQUIREMENT OF HOUSEKEEPING CONSUMABLES AT CHENNAI TRANSIT FLAT | | | |
|---|--|-----|--------------|
| Sl No | ITEM DESCRIPTION | UOM | Approx. Qty. |
| 1. | Bleaching Powder | Kg | 3 |
| 2. | Exo Powder / Equivalent | Kg | 8 |
| 3. | Phenol | Ltr | 4 |
| 4. | Soap Oil | Ltr | 4 |
| 5. | Perfume Liquid | Ltr | 1 |
| 6. | Naphthalene Balls | Kg | 1 |
| 7. | Toilet cleaning acid / Equivalent | Ltr | 1 |
| 8. | Dettol | Ltr | 1 |
| 9. | Mop Threads | Set | 3 |
| 10. | Flower Brooms | Pcs | 4 |
| 11. | Cob web Remover | Ea | 1 |
| 12. | Muthu Brush (Closet Cleaning Brush) | Ea | 2 |
| 13. | Nylon Scrubber | Ea | 3 |
| 14. | Harpic / Domex (Toilet Cleaner) | Ltr | 1 |
| 15. | Colin (Glass cleaner) | Ltr | 0.50 |
| 16. | Silvo (Chrome Bath fittings cleaner) | Ltr | 0.10 |
| 17. | Odonil/ Wonder Fresh / Deo n Fresh (Air Freshener) | Pcs | 25 |
| 18. | Dettol Hand wash | Ltr | 5 |
| 19. | Duster Cloth | Pcs | 4 |

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ANNEXURE - D

5. PENALTIES

- 5.9 For any reduction in manpower below the minimum specified or as instructed by BHEL, in any 24 hour (3 shift) period, pro-rata deduction will be made from the bill for fixed monthly service charge for providing manpower in addition to penalty of Rs. 500/- (Rupees Five hundred only) per person per day below the minimum.
- 5.10 For failure to maintain biometric attendance and attendance register for staff on duty, penalty of Rs. 250/- (Rupees Two hundred and fifty only) per day will be levied.
- 5.11 Non-maintenance of proper records or non-submission of daily / weekly / monthly reports related to operations, inventory, maintenance, cash collection, occupancy, boarding, Guest amenities provided to the guests, House linen sent to the laundry, daily stock and consumption of Housekeeping consumables etc. as required by BHEL within the specified deadlines, will also attract penalty of Rs. 250/- (Rupees two hundred and fifty only) for every instance and will be deducted from monthly charges.
- 5.12 If any discrepancy is observed in remittance of room payment due to BHEL, the contractor should set right discrepancies failing which BHEL is liable impose penalty of Rs. 250 per day till the date of remittance.
- 5.13 For non maintenance of file in the BHEL Transit Flat office for preserving the Room Reservation Slips / Booking Chart sent from designated BHEL authorities a penalty of Rs. 250/- (Rupees Two hundred and fifty only) will be imposed for the first occasion after warning and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and deducted from monthly charges.
- 5.14 For non-availability or non maintenance of asset register a penalty of Rs. 250/- (Rupees Two hundred and fifty only) will be imposed for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and deducted from monthly charges.
- 5.15 For non-availability of suggestion book or complaint register and discouraging guests from registering complaints a penalty of Rs. 250/- (Rupees Two hundred and fifty only) will be imposed for the first occasion after warning and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and will be deducted from monthly charges.
- 5.16 Penalty of Rs. 250/- (Rupees Two hundred and fifty only) per guest will be levied for failure to collect duly filled-in and signed Feedback forms. The Feedback forms so collected are to be submitted to BHEL monthly failing which penalty of Rs. 250/- (Rupees Two hundred and fifty only) per day for first instance and Rs. 500/- per day for subsequent instance will be levied and deducted from monthly charges.
- 5.17 Failure to keep Feedback form along with the amenities in the room, a penalty of Rs. 250/- (Rupees Two hundred and fifty only) per day for first instance and Rs. 500/- per day for subsequent instance within the same month will be levied and deducted from monthly charges.
- 5.18 Penalty of Rs. 250/- (Rupees Two hundred and fifty only) per day will be levied for non-submission of extra / Miscellaneous expenditure incurred towards Company's Guests including nil reports and will be deducted from monthly charges.
- 5.19 For noncompliance with reasonable requests of guests that are not against BHEL's standing instructions a penalty of Rs. 250/- (Rupees Two hundred and fifty only) will be imposed for the first occasion after warning and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and will be deducted from monthly charges.
- 5.20 Inappropriate personal hygiene of contractor's employees or deployment of a sick person on duty will lead to fine of Rs. 1,000/- (Rupees One thousand only) for every instance and will be deducted from monthly charges.

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- 5.21 Failure to conduct periodic health check-up of workers as required by BHEL will attract a fine of Rs. 1,000/- (Rupees One thousand only) for each person on each occasion and will be deducted from monthly charges.
- 5.22 Severity of hygiene failure will be assessed and decided by BHEL and fined appropriately. In case of gross failure/negligence a severe penalty will be imposed, which could be a hefty fine as cash deducted from monthly fixed charges and / or summary Termination of the Contract.
- 5.23 Food poisoning, will invoke a hefty penalty to be decided at the sole discretion of BHEL, along with cancellation of contract and possible black-listing of the caterer.
- 5.24 Failure to maintain dedicated mobile number for manager / supervisor / in-charge and email ID along with computing facilities and internet connectivity will attract a penalty of Rs. 250 (Rupees Two hundred and fifty only) per day and will be deducted from monthly charges.
- 5.25 For not reporting immediately to BHEL regarding non-functioning / malfunctioning of appliances/equipment a penalty of Rs. 250/- (Rupees Two hundred and fifty only) will be imposed for the first occasion after warning and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and will be deducted from monthly charges.
- 5.26 Failure to accompany the guest to the allotted room, carry the luggage to the room and leave the guest after attending to basic comforts, providing fresh water, etc. will attract penalty of Rs. 250/- (Rupees Two hundred and fifty only) for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and will be deducted from monthly charges.
- 5.27 Failure to Prepare separate bills, in duplicate, for Boarding and Lodging and get them signed by the guest will attract penalty of Rs. 250/- (Rupees Two hundred and fifty only) for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and will be deducted from monthly charges.
- 5.28 For Telephone not manned or messages not taken properly or not passed on promptly a penalty of Rs. 250/- (Rupees Two hundred and fifty only) for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and will be deducted from monthly charges.
- 5.29 For not responding immediately to call or bell of guests a penalty of Rs. 250/- (Rupees Two hundred and fifty only) for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and will be deducted from monthly charges.
- 5.30 If any of the contractor's personnel is found to be indiscipline or discourteous, a penalty of Rs. 250/- (Rupees Two hundred and fifty only) per default will be imposed on each occasion. The decision of BHEL in this regard will be final and binding on the Contractor.
- 5.31 Using brands not permitted in the contract without prior permission or adulteration of food will invoke a fine of Rs. 1,000/- (Rupees One thousand only) for every instance and will be deducted from monthly charges.
- 5.32 For Failure to display the full menu with boarding tariffs in Dining Halls in specified size and language, penalty of Rs. 250/- (Rupees Two hundred and fifty only) for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month will be levied and deducted from monthly charges.
- 5.33 For complaints from guests of poor service or quality of catering including room service based on feedback form penalty of Rs. 250/- (Rupees Two hundred and fifty only) for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and will be deducted from monthly charges. The same is applicable for not getting up early in the morning or staying up late when required or not serving bed tea to guest's at specified time.
- 5.34 For failure to remove empty cups and saucers from the rooms immediately after service, penalty of Rs. 250/- (Rupees Two hundred and fifty only) for the first occasion and Rs. 500/- (Rupees Five

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hundred only) for each subsequent occasion within the same month will be levied and deducted from monthly charges.

- 5.35 Failure to use chafing dishes for each service or as instructed by BHEL Transit Flat in charge, penalty of Rs. 250/- (Rupees Two hundred and fifty only) for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month will be levied and deducted from monthly charges.
- 5.36 If the quality of milk is not found up to appropriate standard, or it is diluted, a fine of Rs. 500/- (Rupees Five hundred only) per instance would be imposed.
- 5.37 If BHEL finds that a certain meal was not cooked properly then a fine of Rs. 500/- (Rupees Five hundred only) per meal would be imposed.
- 5.38 If the packed foods and beverage items, ingredients etc. are used/served at Transit Flat after its "sell by" / "Best if used by(or before)" / "Guaranteed fresh" / "Use by" / "Expiry date" etc, a penalty of Rs. 500/- (Rupees Five hundred only) per default will be imposed on each occasion.
- 5.39 Hard and / or sharp objects like glass pieces, nails, hard plastic etc. will attract a penalty of Rs. 5,000/- (Rupees Five thousand only) per incident.
- 5.40 Not wearing mask, caps and disposable gloves while serving food will attract a Penalty of Rs. 250/- (Rupees Two hundred and fifty only) for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and will be deducted from monthly charges.
- 5.41 Any complaints of insects and / or foreign objects (stone, hair, rope, cloth, plastic, etc.) cooked along with food found in any food item would invite a fine of Rs. 500/- (Rupees Five hundred only) per instance.
- 5.42 Three or more complaints of unclean utensils in a day would lead to a fine of Rs. 500/- (Rupees Five hundred only) per meal.
- 5.43 If cooks are not changed as decided by the designated BHEL official, Penalty of Rs. 250/- (Rupees Two hundred and fifty only) per day will be levied in addition to pro-rata deduction as applicable from the fixed charges towards providing manpower. Above penalty is also applicable in case a professionally qualified / experienced cook is not available or is absent from duty and deducted from monthly charges.
- 5.44 For deficiency in quality, quantity or number of guest amenities provided to guests including replenishment on request by the guest, cost thereof will be recovered from monthly bill in addition to penalty of Rs. 100/- (Rupees One hundred only) per occasion and will be deducted from monthly charges.
- 5.45 Failure to provide Newspaper in occupied rooms and Lounges / reception will attract a penalty of Rs. 250/- (Rupees Two hundred and fifty only) for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and will be deducted from monthly charges.
- 5.46 Failure to keep rooms neat and tidy immediately after they are vacated will attract a penalty of Rs. 250/- (Rupees Two hundred and fifty only) for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and will be deducted from monthly charges.
- 5.47 Failure to change linen in the guest rooms on alternate days will attract a penalty of Rs. 250/- (Rupees Two hundred and fifty only) for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and will be deducted from monthly charges.
- 5.48 Failure to make beds and clean rooms, bathrooms and toilets daily will attract a penalty of Rs. 250/- (Rupees Two hundred and fifty only) for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and will be deducted from monthly charges.

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- 5.49 Failure to dust and clean ceilings, ceiling fans, windows, window panes and all common areas within specified days will attract a penalty of Rs. 250/- (Rupees Two hundred and fifty only) for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and will be deducted from monthly charges.
- 5.50 Failure to clean rooms and service areas twice a day will attract a penalty of Rs. 250/- (Rupees Two hundred and fifty only) for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and will be deducted from monthly charges.
- 5.51 Failure to replenish deodorants and mosquito repellents will attract a penalty of Rs. 250/- (Rupees Two hundred and fifty only) for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and will be deducted from monthly charges.
- 5.52 Failure to clean bathroom fittings and mirrors as specified will attract a penalty of Rs. 250/- (Rupees Two hundred and fifty only) for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and will be deducted from monthly charges.
- 5.53 If Hygiene of dining hall, kitchen etc., not up to the desired standards penalty of Rs. 250/- (Rupees Two hundred and fifty only) will be imposed for the first occasion after warning and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and will be deducted from monthly charges.
- 5.54 Failing to post Qualified (Full-time course in Hotel Management / Catering Technology) supervisor / In- Charge will attract penalty of Rs. 250/- (Rupees Two hundred and fifty only) per day in addition to pro-rata deduction as applicable from the fixed charges towards providing manpower.
- 5.55 The contractor should give certificate of antecedents of each of his employees from the local police station within specified period of 02 months failing which penalty of Rs. 250 (Rupees Two hundred and fifty only) will be imposed per person per day until police clearance is submitted.
- 5.56 Failure to wear full uniform including mask, gloves, shoes, socks, name plate, photo ID card, etc. at all times will attract Penalty of Rs. 250/- (Rupees Two hundred and fifty only) for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and deducted from monthly charges.
- 5.57 BHEL will inform the Contractor in writing regarding the specific deficiency for which deduction is made.
- 5.58 In case of any damages or loss caused to BHEL's premises or property due to any default or failure on the part of the contractor for providing services of the requisite standard or negligence of the contractor or his employees, the same would be recoverable from the dues to the contractor in addition to the civil or criminal liabilities.
- 5.59 Penalty will also be levied for not adhering to any other service clause in this document as follows:
- 5.59.1 First violation of the service clause implies fine of Rs. 250/- (Rupees Two hundred and fifty only) per clause. Second and subsequent violations of the same clause within 30 days of previous fine will attract a fine of Rs. 500/- (Rupees Five hundred only).

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ANNEXURE – E

| SL NO | Description of the Items | Unit |
|-------|--|---------------------------------|
| 1 | Unlimited Breakfast Vegetarian (To be served as buffet): 1. Idly / Rava Idly / Dosa / Rava Dosa / Masala Dosa / Onion Oothappam / Tomato Oothappam / Poori with potato masala / Pongal, etc. (Any two items - to be varied every day - with variety chutney and sambar) 2. Vadai with chutney and sambar 3. Coffee / Tea / Milk | Per Head for Unlimited Quantity |
| 2 | Unlimited Veg Lunch / Supper (To be served as buffet): 1. Soup with Bread slices and Butter, Chips 2. Chapathi with sabzi or Poori with masala, 3. Variety rice - Vegetable fried rice / Pulao, etc. (Any 2 items - to be varied every day) 4. Deep fry poriyal, Koottu or Aviyal 5. Cutlet / Vadai / Bonda / Bajji / Pakoda, etc. / plain or with sambar or curd 6. Plain rice with Sambar / Dal / Vattal / More kulambu 7. Rasam, Curd or Curd Rice 8. Appalam, Pickle 9. Sweet + Banana / Seasonal fruit | Per Head for Unlimited Quantity |
| 3 | Packed Breakfast / Tiffin: 1. Idly (4 Nos.) or Dosa / Oothappam (2 Nos), 2. Vadai (2 Nos, 25 gm each) with Chutney | Per Head |
| 4 | Packed Lunch / Dinner: 1. Chapathi / Roti / Phulka (2 Nos), 2. Variety rice like Tomato / Tamarind / Lime rice (150 gm), 3. Poriyal / Kootu (50 gm) 4. Curd Rice (150 gm) with pickle | Per Head |
| 5 | Fresh Fruit Juice (180 ml) | Per Glass |
| 6 | Cornflakes with Milk and Sugar | Per Head |
| 7 | 2 slices of Bread with Butter and Jam | Each |
| 8 | 2 eggs served as Omelette / Scrambled, etc. | Each |
| 9 | Coffee / Tea / Milk (180 ml) | Per Cup |
| 10 | Pot Coffee / Tea/ Milk (2 cups) | Each |
| 11 | Fruit Salad (50 gm) | Each |
| 12 | Sweet (40 gm) | Each |
| 13 | Vadai / Bonda / Snack (25 gm) | Per Head |

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ANNEXURE – F

**SITE VISIT CERTIFICATE
FOR HOUSEKEEPING & CATERING SERVICES
(TO BE FURNISHED WITH PART I “TECHNO-COMMERCIAL BID”)**

Name and Address of the Bidder:

.....
.....
.....
.....

Ref. of tender: Date:

I have seen the premises (BHEL Guest House Trichy / chennai Transit Flat) and am completely aware of the nature and quantum of Housekeeping & Catering services to be carried out.

Signature with Seal
(Bidder / Bidder’s representative)

The above mentioned bidder has visited the site to assess the scope of work.

Signature with Seal
(Works Contract Management)

Signature with Seal
(Guest House Incharge)

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II. 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.

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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.

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 –A4**.
- (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

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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 @ 10 % of Contract value.

After issue of LOI / Work Order intimation, if the Contractor fails to commence the work within 15 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 10 %** 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 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.
- 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 or from the interest arising there from or from any sums which may be due or may become due to the contractor payable by BHEL, on any account whatsoever against this contract or any other contract with BHEL and in the event of his Performance Security being reduced by

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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.

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,

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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

- 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.

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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**

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Acts.

10. **The Contract workers should be fully aware of safety measures and observe all safety precautions during work. The Contractor should also make his own arrangements to provide requisite safety devices to the workers, based on the nature of work. Any accident / incident occurring to his workers in Company's premises should be reported in writing by the Contractor to Safety, Welfare and Line Executive concerned.**
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 - Register of Workmen employed by contractor
(Rule 75)
 - (b) Form XIV - Employment card issued by contractor (rule
76)
 - (c) Form XVI - Muster Roll (Rule 78(1) (a) (i)
 - (d) Form XVII - Register of Wages (Rule 78(1) (a) (i)
 - (e) Form XVIII - Register of wages-cum Muster Roll (in case of
weekly Payment)
 - (f) Form XIX - Wage Slip (Rule 78) (b)
 - (g) Form XX - Register of deduction for damages of loss
(Rule (78) (1) (a) (ii)
 - (h) Form XXI - Register of files (Rule 78) (1) (a) (ii)
 - (i) Form XXII - Register of advance (Rule 78) (1) (a) (ii)
 - (j) Form XXIII - Register of overtime (Rule 78) (1) (a) (iii)
 - (k) Form XXIV - Return to be sent by the contractor to
licensing officer (Rule 82)
 - (l) any other records/registers required to be maintained by the contractors
under statutory provisions applicable to him.

13. Precautions against Risk:

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

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

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

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cases and the Contractor shall be liable to make payment to BHEL for any loss or damage resulting from any such cancellation to the same extent as provided in the case of cancellation for default.

If the Contractor shall:

- a) Offer or give or agree to give to any person in BHEL service any gift or consideration of any kind, as an inducement or reward for doing or for bearing to do or for having done or for having borne to do any act, in relation to the obtaining or execution of this or any other contract for BHEL service,
OR
- b) Enter into a contract with BHEL in connection with which commission has been paid or agreed to be paid by him or with his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to BHEL,
OR
- c) To obtain a contract with BHEL as a result of ring Tendering or by non-bonafide methods of competitive Tendering, without first disclosing the fact in writing to BHEL.

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

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

If the Contractor,

- a) Being an individual or if a firm any partner thereof shall at any time be adjudged bankrupt or have a receiving order for administration of his estate, made against him or shall take any proceedings for liquidation or composition under any bankruptcy Act or assignment of his effects of composition or arrangement for the benefit of his creditors or purport to do so, or if any application made under any Bankruptcy Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him on behalf of his creditors.
OR
- b) Being a Company, shall pass a resolution or Court shall make an order for the liquidation of its assets, or a receiver or Manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or Manager.
OR
- c) **Assigns, Transfers, Sublets or attempts to assign, transfer or sublet any portion of the work.**
- d) Whenever BHEL exercises the authority to cancel the contract under these conditions, BHEL may have the work done /by any means at the Contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by the respective area HOD) being less 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:

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

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

19. Termination of Contract on Death of Contractor:

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

20. Special Power to Termination:

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

21. Recovery from Contractor:

Whenever under the contract, any sum of money, shall be recoverable from or payable by the Contractor, the same may be deducted from or any sum then due or which at any time thereafter may become due to Contractor under the contract or under any other contract with BHEL or from his 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

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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.

23. 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

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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 .
Hence it is the repsonsibility of the bidders to submit MSE Purchase preference in GeM Portal

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

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.

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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

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):

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| 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.

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

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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.

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.

35. 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.)

36. 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).

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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 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.

37. 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.

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38. 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.

39. 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.

40. 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.

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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.
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.

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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.

41. 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”.

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42. 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 months 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.

43. 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.

44. 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
- 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

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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 unit 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.

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

As per GeM GTC

46. 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.

47. 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.

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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-A1

No deviation and Declaration to be given by 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-A2

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.

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ANNEXURE-A3

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

POWER OF ATTORNEY

(To be typed on company's letter head)

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

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

Director/CMD/Partner/Proprietor

Signature of Mr.....(Attorney)

Attested by: Director/CMD/Partner/Proprietor

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ANNEXURE-A4

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

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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 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

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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
 - 2 Canara Bank
 - 3 IDBI Bank Limited
 - 4 ICICI Bank Limited
 - 5 HDFC Bank Limited
 - 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
 - 16 Indian Overseas Bank
 - 17 Kotak Mahindra Bank Limited
 - 18 Federal Bank Limited
 - 19 Hongkong and Shanghai Banking Corporation Ltd
- Sl. No. Name of the bank.

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ANNEXURE-A5

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

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

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

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

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

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

Then,

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

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

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

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

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PART-II (PRICE BID)
(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 | QTY | % Applicable GST | % Allocation | Total value Excluding GST |
|-------|--|-----|------|------------------------|-----------------|---|
| 1 | TRANSIT FLAT HOUSEKEEPINH / MAINTENANCE SERVICES | | | | | <div>BIDDER SHOULD QUOTE ONLY LUMP SUM AMOUNT (including GST) FOR FULL TENTATIVE QUANTITY</div> |
| 1.1 | Service Charge | MON | 17 | 18% | 72.319 | |
| 2 | ESTABLISHMENT SERVICES | | | | | |
| 2.1 | Housekeeping Consumables | MON | 17 | 18% | 1.165 | |
| 2.2 | Guest Amenities | MON | 17 | 18% | 4.554 | |
| 2.3 | House Linen Laundry Services | MON | 17 | 18% | 11.996 | |
| 3 | FOOD SERVICES | | | | | |
| 3.1 | Veg Breakfast | NO | 6375 | 5% | 4.525 | |
| 3.2 | Packed Breakfast / Tiffin | NO | 34 | 5% | 0.017 | |
| 3.3 | Veg lunch/Dinner | NO | 4250 | 5% | 4.310 | |
| 3.4 | Packed Veg Lunch / Dinner | NO | 34 | 5% | 0.021 | |
| 3.5 | Tea / Coffee / Milk(180ml) | NO | 6375 | 5% | 1.035 | |
| 3.6 | Fresh Fruit Juice (180ml) | NO | 34 | 5% | 0.007 | |
| 3.7 | Cornflakes with milk& sugar | NO | 34 | 5% | 0.007 | |
| 3.8 | 2 Eggs Omlette / Scrambled | NO | 34 | 5% | 0.007 | |
| 3.9 | 2 Bread Slices with Butter & Jam | NO | 34 | 5% | 0.004 | |

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| | | | | | |
|------|--------------------------------------|----|----|----|-------|
| 3.10 | Pot Tea or Coffee / Pot Milk(2 Cups) | NO | 34 | 5% | 0.008 |
| 3.11 | Fruit Salad (50gm) | NO | 34 | 5% | 0.007 |
| 3.12 | Sweet(40gm) | NO | 34 | 5% | 0.007 |
| 3.13 | Vada / Bonda / Snack(25gm) | NO | 68 | 5% | 0.012 |

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 all the items based on this BOQ, given for the total contract duration of **17 months**, including all the taxes (inclusive of applicable Goods & Service Tax, should be given only online in **GeM** portal.

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

Note:

1. Total lumpsum amount quoted by vendor online, is for all the items in BOQ, for the quantity indicated, for the total contract duration as per tender.
2. 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, including applicable GST. Applicable GST% shall be indicated, separately as required in tender, online. Goods & Service Tax (GST) will be paid extra on production of documentary evidence.
3. The contractor shall quote only the lowest possible amount that can be offered for the intended quantity. Rate for individual items of BOQ will then be arrived by BHEL, as per Annexure-A5 in Technical bid. Quotation should be valid for a period of 120 days from the date of Technical bid opening.
4. The amount quoted shall remain firm and valid during the entire period of contract (including extended period if any) and no extra payment will be reimbursed to the contractor by BHEL.
5. 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, duties levied and Goods & Service Tax (GST) etc. has been considered by the tenderer for the total contract period.
6. No other pre conditions along with your offer will be entertained by BHEL.
7. The contractor while quoting shall take care of units specified against every item in bill of quantities.

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Note: All relevant details should be filled by bidder and the same documents to be uploaded in GeM portal. Ref tender document for details.

Contractor's Sign & Seal

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| | | | | |
|---|--|--|-----------|--|
| | <p>(or)</p> <p>One similar completed works costing not less than the amount equal to of ₹39.63 lakhs.</p> <p>Similar scope of works means in same Work order / experience proof, bidder should have executed in same location (anywhere in India) & same period for both Catering and Housekeeping operations of Guest house / hotels / service apartments in any Central / State Govt. / PSU / Private company Guest house or Transit flats</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 statement for transaction of payment.)</p> | | | |
| C | <p>FINANCIAL SOUNDNESS: Average 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 ₹ 14.86 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>OR</p> <p>Auditor's certificate (with CA membership no. / UDIN) for consolidated minimum average annual turnover (as given above) should be enclosed.</p> | | | |
| D | UDYAM Registration Certificate (Copy to be uploaded in GeM Portal) | | ATTACH | |
| E | Income Tax Registration (PAN NUMBER) (Copy to be uploaded in GeM portal) | | MANDATORY | |

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| | | | | |
|----|--|---------|--------------------------|---------------|
| 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-A1 on bidder letter head only) | | MANDATORY | |
| J | Vendor shall have valid FSSAI food business License/ registration (Documentary evidence to be uploaded) | | MANDATORY | |
| K | Vendor shall have registered office / branch office in Tamil Nadu (Documentory evidence to be uploaded) | | MANDATORY | |
| L | Bidders have to mandatorily visit Transit flat at Chennai before quoting and submit site visit certificate (Annexure-A). Offer submitted without site visit certificate will be summarily rejected | | MANDATORY | |
| M | EPF Registration (Copy of EPF Registration to be uploaded) | | MANDATORY | |
| N | 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 |
| 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 | |

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| | | | | |
|----|---|--|--------------------------|--|
| 12 | <p>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).</p> <p>(To be agreed by bidder)</p> | | To be “Agreed” by bidder | |
| 13 | <p>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.</p> <p>(To be agreed by bidder)</p> | | To be “Agreed” by bidder | |
| 14 | <p>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.</p> <p>(To be agreed by bidder)</p> | | To be “Agreed” by bidder | |