



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Ltd.

सम्पदा कार्यालय, सेक्टर 17-, नोएडा -) 201301 यू.पी., भारत
BHEL Township: Estate Office, Sector-17, Noida-201 301 (UP) INDIA
फोन (.का)/ Tel.- 0120-3070956, फैक्स / Fax- 0120-3070982
Email Id: - omender@bhel.in

CORRIGENDUM

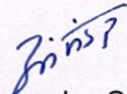
No.-AA:NOI:ADMN:TF:112:2019-20

Dated:29.11.2019

Sealed tenders were invited vide NIT No.- 31:AA:NOI:ADMN.:TF:112:2019-20 Dated: 15.11.2019 for "Contract for Housekeeping and Catering Services for Transit Flats at BHEL Township, Sector - 17, Noida". The following corrections/ modifications/ amendments are made in tender document as mentioned below:

- 1) The clause no. 19 (at page no. 7,8 & 9) of General Terms & Conditions of Part –'A' i.e. Techno-commercial bid is hereby modified. The complete modified clause no. 19 is replaced with the enclosed Annexure – 'A'

For & on behalf of "BHEL"


(Omender Singh)
Sr. Engineer (HR-TAX)





19) PENALTY FOR BAD QUALITY OF SERVICES/ PENALTY CLAUSES:

- a) **DELAY IN DISBURSEMENT OF MONTHLY WAGES:** Contractor has to make the payment to their respective workforce latest by 7th day of every calendar month by way of direct transfer by NEFT/RTGS in the respective account of contract worker. The contractor will also issue a salary slip to each of the workforce deployed against this contract. Contractor has to also ensure timely deposit of PF and ESI as per the provisions of the act. At the time of submitting the bill for payment by BHEL, the contractor has to submit the details of payment of wage & salary to their work force, proof of payment or transfer in the accounts of its workforce, proof of deposit of PF, ESI and GST etc. which will be for the purpose of ensuring that contractor has complied with the statutory requirement.
No excuse (whatsoever reason may be) on this account i.e. “delaying disbursement of monthly wages” will be entertained by BHEL during the entire contract period. If BHEL becomes aware of any delays in making wage/ salary payments by Contractor to its workforce, BHEL may consider to terminate the contract apart from which BHEL reserves the right to impose fines for an amount equivalent to the 0.5 % per day of the monthly wage bill for delay in payment of wages/ salary but not exceeding 10 % of the monthly wage bill amount. BHEL decision in this regard shall be final & binding in this regard. The penalty proposed is without prejudice to the duty of BHEL to discharge responsibility as a Principal Employer.
- b) **INFERIOR QUALITY OF FOOD:** BHEL reserves the right to inspect the quality of cooked food every day prior to its distribution. In case BHEL finds the quality of food as unsatisfactory the contractor will be penalized a maximum of 10% of the actual payment of that day on pro-rata basis. If any complaint regarding the quality of food is received from the Guests, BHEL would inspect the same, in such cases, the decision of BHEL shall be final and binding.
- c) **LACK OF HYGIENE:** In the event of any lapse in the standards of hygiene while cooking, distribution of food or any other canteen/ pantry services, the contractor would be penalized a maximum of 10% of that Day's cost on pro-rata basis. The standards of hygiene would include personal hygiene and cleanliness of staff, equipment, trolleys, plates/ thalis etc. and the standards would be judged by the BHEL officer-in-charge. The decision of BHEL shall be final and binding in such cases.
- d) **MISCONDUCT/ MISBEHAVIOUR OF THE WORKFORCE:** The contractor shall insure that the workforce deployed by him under the contract shouldn't commit any misconduct/ misbehaviour {(use of abusive language, chewing of tobacco, smoking/ drinking (alcoholic beverages) while on duty, eve-teasing, physical assault of any kind etc.)} in BHEL premises. In case of any misconduct/ misbehaviour reported then the contractor shall take suitable action including replacement of such workforce within 02 working days. However, depending on the severity of the offence, BHEL may take legal action for such misconduct/ misbehaviour.
- e) The contractor shall be fully responsible for any damage caused to the property of BHEL by the workforce deployed under the contract at BHEL premises and BHEL will deduct suitable amount from the bills payable to him or recover the same from the security deposit.
- f) **NON-SATISFACTORY PERFORMANCE OF WORKFORCE/ DEFICIENT SERVICES:** The deficiency in the services pointed out by BHEL on the part of any of the workforce are not rectified at any point of services within 02 working days, then the contractor will be liable for a penalty of Rs 1000/- per case/ activity/ service and same shall be recovered by the BHEL from the monthly bills of the contractor. If such deficiency continues more than 10 days, then BHEL may terminate the contract without any further notice. In such an event the Security Deposit of the contractor shall be liable to be forfeited. Further in the event, BHEL has to arrange its services through alternate arrangement because of aforesaid deficiency in the services by the contractor, the additional expense incurred by BHEL for such arrangement shall be recovered from the Contractor's pending bills and any other payments due to him.
- g) **NON-COMPLIANCE TO UNIFORM:** If the workforce does not report on duty in proper uniforms as issued to them by the contractor or uniform worn by him is not in distinctive colour code and neat & clean conditions, then as a special case, security guard will permit such workforce to enter into work-premise only on request of contractor and same shall not occur more than thrice in a month. In case of re-occurrence of the same, the contractor will be levied penalty of Rs 100 per day per workforce for non-wearing of uniform and Rs 50 per day per workforce for not carrying valid identity card with lanyards.
- h) Failure to provide services/ workforce by the tenderer as per requirement or Unwarranted/ Indiscipline of the labour of the tenderer at workplace shall attract adverse remarks which may be included in the Completion Certificate and/ or attract any legal/ administrative action on tenderer or his Labour or both as deemed fit.”

(Signature of the bidder with Seal)

NIT No: - 31:AA:NOI:ADMN.:TF:112:2019-20 Dated 15.11.2019