



## Bharat Heavy Electricals Limited

(A Govt. Of India Undertaking)

**Power Sector, Eastern Region**

BHEL Bhawan, Plot No. DJ-9/1, Sector- II,

Salt Lake City, Kolkata, WEST BENGAL, INDIA

Phone: 033-23398220, 23211690, FAX: 033-23211960

### NOTICE INVITING TENDER (NIT)

OFFERS ARE INVITED FROM REPUTED & EXPERIENCED BIDDERS (MEETING PRE-QUALIFICATION CRITERIA AS MENTIONED) THROUGH NIC E-PROCUREMENT PORTAL <https://eprocurebhel.co.in> ONLY for THE SUBJECT JOB BY THE UNDERSIGNED ON BEHALF OF BHARAT HEAVY ELECTRICALS LIMITED AS PER THE TENDER DOCUMENT. ISSUE OF TENDER TO ANY BIDDER SHALL NOT CONSTRUCT THAT THE BIDDER IS CONSIDERED TO BE QUALIFIED. FOLLOWING POINTS RELEVANT TO THE TENDER MAY PLEASE BE NOTED AND COMPLIED WITH.

#### Salient Features of NIT

| SL NO | ISSUE                                                          | DESCRIPTION                                                                                                                                                                                                                                                                            |
|-------|----------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| i     | E-TENDER NUMBER                                                | PSER:PUR:HR:121(V):083:(ENQ:22:PP:0015:PUR:109) Date 23/02/2023.                                                                                                                                                                                                                       |
| ii    | Broad Scope of job                                             | <b>"RUNNING AND MAINTENANCE OF THREE NUMBER BHEL TRANSIT FLATS AT GOLF GREEN MULTISTORIED APARTMENT ASSOCIATION, KOLKATA-700095".</b>                                                                                                                                                  |
| iii   | ISSUE OF TENDER DOCUMENTS                                      | a) Online through e-procurement platform at ( <a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a> )<br>b) In BHEL website ( <a href="http://www.bhel.com">www.bhel.com</a> & CPP Portal) : For tender view purpose only<br>Start date of the tender: <b>23/02/2023</b> |
| iv    | DUE DATE & TIME OF OFFER SUBMISSION                            | Date: <b>02/03/2023</b> , Time: <b>14-00 Hrs. IST</b><br>(Offer to be submitted online only through e-procurement platform at <a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a> )                                                                                    |
| v     | TECHNO-COMMERCIAL BID OPENING OF TENDER                        | Date: <b>02/03/2023</b> , Time: <b>16-30 Hrs. IST</b><br>(online only through e-procurement platform at <a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a> , participating bidders may witness the same online only)                                                  |
| vi    | EMD AMOUNT                                                     | <b>INR 28,073.00</b> (Indian Rupees Twenty Eight Thousand Seventy Three Only)<br>[To be submitted in the form and manner as mentioned below]                                                                                                                                           |
| vii   | COST OF TENDER                                                 | --                                                                                                                                                                                                                                                                                     |
| viii  | LAST DATE FOR SEEKING CLARIFICATION                            | Date: <b>01/03/2023</b> (UP TO <b>12:00 Hrs.</b> )                                                                                                                                                                                                                                     |
| ix    | SCHEDULE OF Pre Bid Discussion (PBD)                           | If any, shall be intimated through Tender Change Notice (TCN)                                                                                                                                                                                                                          |
| x     | INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM) | --                                                                                                                                                                                                                                                                                     |

|     |                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                              |
|-----|---------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|
| xi  | Latest updates      | Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc. to Tender Specifications will be hosted in BHEL webpage ( <a href="http://www.bhel.com">www.bhel.com</a> →Tender Notifications →View Corrigendum & <b>CPP Portal</b> →Tender Notice & E-PROCUREMENT PORTAL <a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a> ). Bidders to keep themselves updated with all such information. | Shall be intimated to bidder |
| xii | Evaluation currency | INDIAN RUPEES (INR)                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                              |

The offer shall be submitted as per the instructions of tender document. Only One set of tender document (**in original, downloaded from website**) signed by authorised company rep. of bidder and stamped on each page shall be submitted as detailed further, as given below. Bidders to note specifically that all pages of tender document, including these NIT pages etc. appearing in the website for this particular tender shall be submitted by them (after signing/stamping on each page) as a part of their offer. **Price shall not be mentioned by them anywhere in the techno-commercial portion of offer. Price shall be mentioned in the relevant price schedule only and to be submitted in e-procurement portal/platform in the form and manner mentioned in tender.**

**For E-PROCUREMENT ASSISTANCE & TRAINING, NIC PORTAL HELPDESK CONTACTS AS PER FOLLOWING: -**

For any technical related queries please call at 24 x 7 Help Desk Number  
0120-4001 002

0120-4200 462

0120-4001 005

0120-6277 787

Email Support

Address: A) For any Issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority

Technical - [support-eproc@nic.in](mailto:support-eproc@nic.in)

**or for any difficulty in downloading the tender from internet website, they should contact this office (Dy. Manager, Purchase or DGM, Purchase Phone no. 033-23398220/8221). No alteration/changes by bidders is permitted in the tender/NIT appeared in the website.**

1.0 Successful bidder shall have to submit additional set of tender/sign on tender document provided by BHEL, if so decided by BHEL.

2.0 **Earnest Money Deposit (EMD) of INR 28,073.00 (Indian Rupees Twenty Eight Thousand Seventy Three Only)** in the form & manner prescribed in tender shall be submitted by bidder as mentioned below, failing which the bidder's offer is liable for rejection.

**SCAN COPY OF DOCUMENTS IN SUPPORT OF SUBMISSION OF EMD TO BE UPLOADED ALONG WITH TECHNO-COMMERCIAL OFFER IN NIC E-PROCUREMENT PORTAL/PLATFORM. IN CASE OF EMD SUBMISSION THROUGH BANKER'S CHEQUE/PAY ORDER/DEMAND DRAFT, SAME TO BE SUBMITTED IN SEALED ENVELOPE (SUPERSCRIBING TENDER REFERENCE) TO DGM-PURCHASE/DY. MANAGER-PURCHASE, BHEL BHAWAN, DJ-9/1, SECTOR-2, KARUNAMOYEE, SALT**

**LAKE CITY, KOLKATA-700091, WEST BENGAL PRIOR TO LATEST DUE DATE OF SUBMISSION OF OFFER.**

The followings may be noted:

- a) Security deposit shall be submitted as per provision of tender. Security deposit shall cover the entire duration of work plus the performance guarantee period plus three months' notice period prior to release of the same.
- b) **The EMD shall be enclosed with the Techno-Commercial Bid in the form and manner as mentioned above.**

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

| OFFER DESCRIPTION             | DOCUMENTS TO BE UPLOADED & MODALITY OF UPLOADING                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|-------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>TECHNICAL OFFER</b>        | 1.Scanned copy of Covering letter of offer (To be attached in <b>relevant Attachment</b> section)<br>2. Scanned copy of Entire tender documents signed & stamped in each page by authorized representative of the bidder except price bid (To be attached in <b>relevant Attachment</b> section).<br>3. Scanned copy of Techno-Commercial Offer (To be attached in <b>relevant Attachment</b> section)<br>4. Duly filled all annexures except price & unpriced format (To be attached in <b>relevant Attachment</b> section).<br>5. Copy of records notes of Pre-Bid Conference, if applicable/ pre-bid MOM. (To be attached in <b>relevant Attachment</b> section)<br>6. Copy of Tender change notice (TCN), if applicable (To be attached in <b>relevant Attachment</b> section)<br>7. All supporting documents/ Annexures etc. as applicable (To be attached in <b>relevant Attachment</b> section).<br>8. No deviation certificate in bidder's letterhead as per format given in Tender (To be attached in <b>relevant Attachment</b> section). |
| <b>PRE-QUALIFICATION PART</b> | 9. Pre-qualifying documents with all credentials as per tender. (To be attached in <b>relevant Attachment</b> section)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>UNPRICED PRICE BID</b>     | 10. Price schedule – Unpriced but mentioning only quoted / unquoted against each item as per tender. (To be attached in <b>Unpriced bid Attachment</b> section)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>PRICE BID</b>              | 11. Duly filled in Price Schedule as per tender. (To be attached in <b>price bid Attachment</b> section)<br>Any other document uploaded in the price bid, apart from tendered Price schedule, shall not be taken into cognizance for evaluation of offer.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |

**SPECIAL NOTE:**

- A) Offer & documents submitted with the offer shall be signed and stamped in each page by authorised representative of the bidder. No overwriting/correction in tender documents by bidders shall be allowed. However, if correction is unavoidable, the same may be signed by authorized signatory.
- B) All documents / Annexures submitted with the offer shall be properly annexed and placed in respective places of the offer as per enclosure list mentioned in the covering letter. BHEL shall not be responsible for any missing documents.

- 4.0 No deviation with respect to tender clauses and no additional clauses/suggestions/clarification in Techno-commercial bid/Price bid shall normally be considered by BHEL. Bidders are requested to positively comply with the same. Offers with deviation are liable for rejection.
- 5.0 BHEL reserves the right to accept or reject any or all offer without assigning any reasons thereof. BHEL also reserve the right to cancel the tender wholly or partly without assigning any reason thereof. BHEL also reserve the right to split/part award the job. Also, BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).
- 6.0 Since the job shall be executed at site, the bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including Law and Order situation, applicable Wage structure, Wage rules, present condition of machines etc. before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions. No additional claim shall be entertained by BHEL in future, on account of non-acquaintance of site/machine conditions at the time of bidding.
- 7.0 For any clarification on the tender document, you may seek the same in writing or through e-procurement portal/platform as per specified format within the last date of seeking clarification as per tender. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay, and receipt of any query after due date shall not be entertained.
- 8.0 BHEL may decide holding Pre-bid Discussion [PBD] with all intending bidders. On such communication from BHEL, the bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Outcome of PBD (if any) shall also form part of tender.
- 9.0 In case of absence of any queries from bidder(s), their quoted price will be PRESUMED to be final and complete with reference to the tender documents (including Tender change notes (TCNs), clarifications, corrigendum issued by BHEL, if any). Bidders are requested to study the tender documents in detail and prepare their queries/clarifications accordingly. All such queries / clarifications shall be cleared/replied by BHEL. Such clarification letters, corrigendum and/or Tender change notes (TCNs), if issued by BHEL, shall form part of tender document.
- 10.0 In the event of any conflict between requirement of any clause of this specification/ documents /drawings /data sheets etc. or requirements of different codes/ standards specified/ contradictions between any two clauses of tender document, the same to be brought to the knowledge of BHEL by bidders in writing for clarification before due date of seeking clarification, otherwise, more stringent requirement as may be interpreted by BHEL shall prevail and shall be binding on you. Any typing error/missing pages/ other clerical errors in the tender documents, noticed by you must be pointed out before submission of offer, or else, BHEL's interpretation shall prevail & binding on you.
- 11.0 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.
- 12.0 Tender document containing above mentioned volumes shall be signed & stamped in all pages including this covering letter. Price bid shall be furnished in the specified format enclosed with the tender. Any additional copy, if required, may be taken by photocopying from the tender document given in the web.
- 13.0 **The Bidder has to satisfy the Pre-Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened, who will qualify for the subject job on the basis of pre-qualification evaluation & Techno-Commercial bids etc. BHEL reserves the right to reject the bidders with**

**unsatisfactory past performance in the execution of a contract. BHEL's decision in this regard shall be final & binding.**

- 14.0 While BHEL reserve the right to open the price bid of the offers in camera, the date & time to open the PRICE BID, tender opening shall be intimated to the bidders in case BHEL decides it to be 'Public opening' and in such a case, one authorised representative of the bidder shall be allowed to attend.
- 15.0 **Validity of the offer shall be for Six months from the due date of offer submission (including extension, if any) unless specified otherwise.**
- 16.0 **Firm prices are to be quoted in whole rupees, in the place meant for price or on the price schedule enclosed as applicable for the full scope of work given in tender. The rates quoted must be in figures and words as well (Prices quoted must be workable too for the job involved). Prices quoted by the bidders should be inclusive of all taxes and duties leviable by any Statutory Authority for this job as on the date of the tender opening (excluding GST & BOCW Cess).**
- 17.0 Price Bids shall be evaluated in the manner as prescribed in Price Schedule. However, Unit Rates shall also be furnished if applicable in the Price Schedule.
- 18.0 ***Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection.***
- 19.0 **Bidders are required to submit their BEST price as per tender Price Schedule format in e-procurement portal/platform in the form & manner as mentioned in tender.**
- 20.0 ***"BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on [www.bhel.com](http://www.bhel.com)) for this tender. RA shall be conducted among the techno-commercially qualified bidders.***
- Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking."***
- 21.0 *Bidders are requested to note that the accepted / agreed tender terms (technical, commercial or on Reverse Auction) in their original offer can not be altered / withdrawn by their own during the processing of tender.*
- 22.0 **The Bidder along with its associate/collaborators/sub-contractors/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 any fraud or suspected fraud as soon as it comes to their notice.**
- 23.0 **The offers of the bidders who are on the banned list as also the offer of the bidders, who engages the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site [www.bhel.com](http://www.bhel.com).**

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

a) 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.

b) Commitment by Bidder/ Supplier/ Contractor:

b. i) 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.

b. ii) 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.

b. iii) 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 includes in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on [www.bhel.com](http://www.bhel.com) and/ or under applicable legal provisions.

**24.0 The bidder shall submit documents in support of possession of 'Qualifying Requirements' duly self certified and stamped/ digitally signed (as applicable) by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately.**

**25.0 The bidder may have to produce original document for verification if so decided by BHEL.**

**26.0 Suspension of Business dealings with Suppliers/ Contractors:** BHEL reserves the right to take action against contractors who fail to perform or indulge in malpractices, by suspending business dealings with them as detailed in Annexure-A.

**27.0 PREFERENCE TO MAKE IN INDIA:**

For this procurement, the local content to categorize a supplier as a Class-I local supplier/ Class-II local supplier/ Non-Local supplier and purchase preference to Class-I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04-06-2020 issued by DPIIT. In case of subsequent orders issued by the Nodal Ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.

Duly filled & signed Form-1 (Format for local content), as applicable, to be submitted by bidders along with their techno-commercial offer.

**28.0 MSE suppliers can avail the intended benefits in respect of the procurements related to the Goods and Services only (Definition of Goods and Services as enumerated by Govt. of India vide Office Memorandum F. No. 21(8)/2011-MA dtd. 09/11/2016 office of AS & DC,**

MSME) if they submit along with the offer, attested copies of either Udyam Registration Certificate or EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or Udyog Aadhar Memorandum (UAM) & Acknowledgement or EM II certificate along with attested copy of a CA certificate (Format enclosed at Annexure – B where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer.

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

| Type under MSME | SC/ST owned | Women owned | Others (excluding SC/ ST & Women Owned) |
|-----------------|-------------|-------------|-----------------------------------------|
| Micro           |             |             |                                         |
| Small           |             |             |                                         |
| Medium          |             |             |                                         |

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

#### 29.0 Compliance to Restrictions under Rule 144 (xi) of GFR 2017

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The Competent Authority for the purpose of this Clause shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Clause means: -
  - a. An entity incorporated established or registered in such a country; or
  - b. A subsidiary of an entity incorporated established or registered in such a country; or
  - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d. An entity whose beneficial owner is situated in such a country; or
  - e. An Indian (or other) agent of such an entity; or
  - f. A natural person who is a citizen of such a country; or
  - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The beneficial owner for the purpose of (III) above will be as under:
  1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more

juridical person, has a controlling ownership interest or who exercises control through other means.

**Explanation**

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person has ownership of or entitlement to more than fifteen percent of the property or capital or profits of the such association or body of individuals.
4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

**Note:**

- (i) The bidder shall provide undertaking for their compliance to this Clause, in the Format provided in Form-2.
- (ii) Registration of the bidder with Competent Authority should be valid at the time of submission as well as acceptance of the bids.

**30.0 GeMAR and PTS ID: GEM/GARPTS/24112022/5PXENNBQ0RU0**

31.0 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.

Bidder shall submit duly filled & signed Annexure-VII along with their techno-commercial offer.

32.0 In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders.

In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss / draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s).

Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.

33.0 The GeM Seller ID shall be mandatory before placement of order / award of contract for goods and services to the successful bidder(s).

**34.0 Order of Precedence: In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below: -**

- i) Amendments/Clarifications/Corrigenda/Errata/Tender change notice (TCN) etc. issued in respect of the tender documents by BHEL
- ii) Notice Inviting Tender (NIT)
- iii) Price Schedule
- iv) Scope & Special Conditions of Contract (SCC) – Annexure-I, Annexure-BOCW.
- v) General Conditions of Contract (GCC) - Service

All the bidders are requested to note that all the errata / technical clarifications / corrigendum / extension etc. shall be published THROUGH E-PROCUREMENT PORTAL <https://eprocurebhel.co.in> and in website [www.bhel.com](http://www.bhel.com) & <http://eprocure.gov.in> . As such, all the bidders are requested to be in continuous touch with these websites.

for BHARAT HEAVY ELECTRICALS LTD.

DY MANAGER (PURCHASE)

| Agency              | Contact details |                                                                                                                                           |
|---------------------|-----------------|-------------------------------------------------------------------------------------------------------------------------------------------|
| BHEL, PSER, Kolkata | Address         | BHARAT HEAVY ELECTRICALS LIMITED, POWER SECTOR – EASTERN REGION 2ND FLOOR, BLOCK-DJ, PLOT- 9/1, SECTOR, SALT LAKE CITY, KOLKATA – 700 091 |
|                     | Phone no.       | 033-23398221, 23388220                                                                                                                    |
|                     | FAX no.         | 033-23211960                                                                                                                              |
|                     | E-mail ID       | <a href="mailto:pritam@bhel.in">pritam@bhel.in</a> , <a href="mailto:a_sarkar@bhel.in">a_sarkar@bhel.in</a>                               |

|                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
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| NIC E-<br>PROCUREMENT<br>PORTAL | <p><b>For E-PROCUREMENT ASSISTANCE &amp; TRAINING, NIC HELPDESK CONTACTS AS PER FOLLOWING: -</b></p> <p>For any technical related queries please call at 24 x 7 Help Desk Number<br/>0120-4001 002<br/>0120-4200 462<br/>0120-4001 005<br/>0120-6277 787</p> <p>Email Support<br/>Address: A) For any Issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority</p> <p>Technical - <a href="mailto:support-eproc@nic.in">support-eproc@nic.in</a></p> |
|---------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**ANNEXURE - IV**

**FORMAT FOR NO DEVIATION CERTIFICATE**  
**(To be submitted in the bidder's letter head)**

To,  
Bharat Heavy Electricals Limited,  
POWER SECTOR – EASTERN REGION  
2nd FLOOR, Block-DJ, Plot- 9/1, SECTOR II  
SALT LAKE CITY, KOLKATA – 700 091  
FAX – 033-2321-1960

**Job: “RUNNING AND MAINTENANCE OF THREE NUMBER BHEL TRANSIT FLATS AT GOLF GREEN MULTISTORIED APARTMENT ASSOCIATION, KOLKATA-700095”.**

**E-Tender No.: PSER:PUR:HR:121(V):083:(ENQ:22:PP:0015:PUR:109) Date 23/02/2023.**

Dear Sir/Madam,

With reference to above, this is to confirm that as per tender conditions, we have visited site before submission of our offer and noted the job content & site conditions etc. We also confirm that we have not changed/modified the tender documents as appeared in the websites and in case of observance at any stage, it shall be treated as null and void.

We hereby confirm that we have not taken any deviation from tender clauses together with other references as enumerated in the above referred NIT *and confirm our acceptance to reverse auctioning process* and we hereby convey our unqualified acceptance to all terms and conditions as stipulated in the tender and NIT.

In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null & void.

We confirm to have submitted offer strictly in accordance with tender instructions.

Thanking you,

Yours faithfully,

(Signature, date & seal of authorized  
representative of the contractor)

**ANNEXURE - V****PRE – QUALIFICATION CRITERIA**

**Job: “RUNNING AND MAINTENANCE OF THREE NUMBER BHEL TRANSIT FLATS AT GOLF GREEN MULTISTORIED APARTMENT ASSOCIATION, KOLKATA-700095”.**

**E-Tender No.: PSER:PUR:HR:121(V):083:(ENQ:22:PP:0015:PUR:109) Date 23/02/2023.**

| Sl.No.  | CRITERIA                                                                                                                                                                                                                                                                                                                                                                           |
|---------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.0 (a) | BIDDER SHOULD HAVE AVERAGE ANNUAL TURNOVER OF MINIMUM RS.4.21 LAKHS DURING THE LAST 03 (THREE) FINANCIAL YEARS, ENDING ON 31-03-2022 AND SHOULD HAVE POSITIVE NET WORTH AS ON LATEST AUDITED ACCOUNTS AS SUBMITTED FOR PARA 1 (C).                                                                                                                                                 |
| (b)     | BIDDER MUST HAVE EARNED PROFIT IN ANY ONE OF THE LAST THREE FINANCIAL YEARS ENDING ON 31-03-2022. AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT OF THE COMPANY FOR LAST 03 (THREE) FINANCIAL YEARS, ENDING ON 31-03-2022, NEED TO BE SUBMITTED IN SUPPORT OF ABOVE.                                                                                                              |
| (c)     | IN CASE AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT HAS NOT BEEN SUBMITTED FOR ALL THREE YEARS INDICATED ABOVE THEN THE APPLICABLE FINANCIAL AUDITED STATEMENTS SUBMITTED BY THE BIDDERS AGAINST THE REQUISITE THREE YEARS WILL BE AVERAGED FOR THREE YEARS.                                                                                                                   |
| (d)     | IF FINANCIAL STATEMENTS ARE NOT REQUIRED TO BE AUDITED STATUTORILY, THEN INSTEAD OF AUDITED FINANCIAL STATEMENTS, FINANCIAL STATEMENTS ARE REQUIRED TO BE CERTIFIED BY CHARTERED ACCOUNTANT.                                                                                                                                                                                       |
| 2.0     | THE BIDDER SHOULD HAVE EXPERIENCE OF SUCCESSFULLY COMPLETED INITIAL CONTRACT PERIOD OF SIMILAR WORKS (I.E. <b>RUNNING AND MAINTENANCE OF GUEST HOUSE/ TRANSIT FLATS / HOUSEKEEPING/ CANTEEN SERVICE</b> ) AT LEADING PSU'S/STATE GOVERNMENTS/CENTRAL GOVERNMENTS/REPUTED COMPANIES IN THE LAST 07 YEARS IN LINE WITH THE ABOVE, VALUE OF WHICH SHALL BE EITHER OF THE FOLLOWING :- |
| 2.1     | AT LEAST ONE SIMILAR JOB OF VALUE NOT LESS THAN Rs.11.23 LAKHS EACH                                                                                                                                                                                                                                                                                                                |
| 2.2     | AT LEAST TWO SIMILAR JOB OF VALUE NOT LESS THAN Rs. 7.02 LAKHS EACH                                                                                                                                                                                                                                                                                                                |
| 2.3     | AT LEAST THREE SIMILAR JOB OF VALUE NOT LESS THAN Rs. 5.61LAKHS EACH                                                                                                                                                                                                                                                                                                               |
| 3.0     | BIDDER SHOULD HAVE VALID PAN AND GST NO.                                                                                                                                                                                                                                                                                                                                           |
| 4.0     | CONSORTIUM/ JV BIDDING NOT ALLOWED                                                                                                                                                                                                                                                                                                                                                 |
| Note    | RELEVANT SUPPORTING DOCUMENTS FOR ALL ABOVE MUST BE SUBMITTED                                                                                                                                                                                                                                                                                                                      |

**GENERAL INFORMATION:**

VENDOR SHOULD FURNISH INFORMATION REGARDING PROJECTS IN HAND, DETAILS OF CURRENT LITIGATION AND ARBITRATION CASES, ORDERS REGARDING EXCLUSION/EXPULSION OR BLACK LISTING, IF ANY.

CORRIGENDUM/EXTENSION (IF ANY) OF THIS TENDER WILL BE PUBLISHED IN WEBSITES.

INTERESTED BIDDERS MEETING THE ABOVE QUALIFYING REQUIREMENTS MAY DOWNLOAD TENDER DOCUMENTS FROM AFORESAID WEBSITE(S).

|      |                                       |                                        |
|------|---------------------------------------|----------------------------------------|
| i)   | DOWNLOAD OF TENDER DOCUMENT STARTS    | <b>23/02/2023</b>                      |
| ii)  | TENDER DOWNLOAD CLOSING ON            | <b>02/03/2023 AT 14:00 HRS. IST</b>    |
| iii) | LAST DATE OF SEEKING CLARIFICATIONS   | <b>01/03/2023 UP TO 12:00 HRS. IST</b> |
| iv)  | PRE-BID DISCUSSION (IF REQUIRED) ON   | <b>N.A.</b>                            |
| v)   | LAST DATE OF SUBMISSION OF OFFER      | <b>02/03/2023 UP TO 14:00 HRS. IST</b> |
| vi)  | DATE OF TECHNO-COMMERCIAL BID OPENING | <b>02/03/2023 AT 16:30 HRS. IST</b>    |

BHEL RESERVE THE RIGHT TO ACCEPT/REJECT ANY OR ALL THE BIDS WITHOUT ASSIGNING ANY REASON THEREOF.

**NOTE: PRE-BID DISCUSSION, IF TAKE PLACE, SHALL FORM PART OF THE TENDER DOCUMENT. NO CLARIFICATIONS/QUIRIES FROM THE TENDERERS AFTER 01/03/2023 (UP TO 12:00 HRS. IST) OR AFTER PRE-BID DISCUSSION (IF TAKES PLACE) SHALL BE ENTERTAINED BY BHEL.**

**ENCLOSURES: -**

- i) SCOPE OF WORK, TAXES AND DUTIES & OTHER DETAILS: (ANNEXURE-I: 13 PAGES)
- ii) SPECIFIC CLAUSE WITH RESPECT TO BOCW ACT & CESS ACT: (ANNEXURE-BOCW: 02 PAGES)
- iii) GENERAL CONDITIONS OF CONTRACT (GCC) - SERVICE: (14 PAGES)
- iv) NO DEVIATION CERTIFICATE AS PER PRESCRIBED FORMAT (ANNEXURE-IV)
- v) PRE-QUALIFICATION CRITERIA (ANNEXURE-V)
- vi) DECLARATION OF THE BIDDERS (ANNEXURE-VI)
- vii) DECLARATION OF RELATED FIRMS AND THEIR AREA OF ACTIVITIES (ANNEXURE-VII)
- viii) PRICE SCHEDULE
- ix) GENERAL TERMS & CONDITIONS OF REVERSE AUCTION (PART – D)
- x) FORMAT FOR BANK GUARANTEE FOR PERFORMANCE SECURITY
- xi) FORMAT FOR PROFORMA OF BANK GUARANTEE (in lieu of SECURITY DEPOSIT)
- xii) RTGS FORMAT (REAL TIME GROSS SETTLEMENT)
- xiii) SUSPENSION OF BUSINESS DEALING WITH SUPPLIERS/CONTRACTORS - ANNEXURE-A
- xiv) FORMAT FOR CERTIFICATE BY CHARTERED ACCOUNTANT ON LETTER HEAD - ANNEXURE-B
- xv) BANKRUPTCY/ LIQUIDATION UNDERTAKING-ANNEXURE-C
- xvi) FORMAT FOR DECLARATION FOR RELATION IN BHEL
- xvii) FORMAT FOR SEEKING CLARIFICATION
- xviii) FORMAT FOR DETAILS OF BIDDER
- xix) FORM-1 (FORMAT FOR LOCAL CONTENT)
- xx) FORM-2
- xxi) RTGS DETAILS OF BHEL-PSER FOR EFT BY BIDDER/CONTRACTOR

**ALL THE PAGES OF NIT SHALL BE DULY SIGNED BY THE BIDDER WHILE SUBMITTING THE OFFER.**

For & on behalf of  
**BHARAT HEAVY ELECTRICAL LIMITED**

**DY MANAGER (PURCHASE)**

**ANNEXURE-VI**

**DECLARATION OF THE BIDDERS**

**Job: "RUNNING AND MAINTENANCE OF THREE NUMBER BHEL TRANSIT FLATS AT GOLF GREEN MULTISTORIED APARTMENT ASSOCIATION, KOLKATA-700095".**

01. I, .....hereby certify that all the information and data furnished by me with regard to this **E-Tender No. PSER:PUR:HR:121(V):083:(ENQ:22:PP:0015:PUR:109) Date 23/02/2023** are true and complete to the best of my knowledge.
02. I have gone through the tender specifications, scope of work, terms and conditions mentioned in Annexure as well as General and Special conditions of contract and various stipulations in detail and agree to abide by them and comply with the requirements and intent of specifications.
03. I also certify that there have been no deviations from the tender requirements in the bid submitted against this tender.
04. I further certify that I am duly authorized representative of the under mentioned tenderer and hold a valid power of attorney to this effect, a copy of which is enclosed.

Signature:

Name :

Date :

Designation :

Seal :

**Tenderers Name and address**

**ANNEXURE-VII****DECLARATION**

Date: -----

**Job: "RUNNING AND MAINTENANCE OF THREE NUMBER BHEL TRANSIT FLATS AT GOLF GREEN MULTISTORIED APARTMENT ASSOCIATION, KOLKATA-700095".****E-Tender No.: PSER:PUR:HR:121(V):083:(ENQ:22:PP:0015:PUR:109) Date 23/02/2023.**To: -----  
Address: BHEL, -----

Email: -----

**Sub: Details of related firms and their area of activities**

Dear Sir/Madam,

Please find below details of firms owned by our family members that are doing business/registered for same item with BHEL, -----(NA, if not applicable)

|     |                                     |  |
|-----|-------------------------------------|--|
| 1   | Material Category/ Work Description |  |
|     | Name of Firm                        |  |
|     | Address of Firm                     |  |
|     | Nature of Business                  |  |
|     | Name of Family Member               |  |
|     | Relationship                        |  |
| 2   | Material Category/ Work Description |  |
|     | Name of Firm                        |  |
|     | Address of Firm                     |  |
|     | Nature of Business                  |  |
|     | Name of Family Member               |  |
|     | Relationship                        |  |
| ... |                                     |  |

**Note: I certify that the above information is true and I agree for penal action from BHEL in case any of the above information furnished is found to be false.**

Regards,

(-----)

From: M/s-----  
Supplier Code: -----  
Address: -----  
-----  
-----

**PART-D:**  
**General Terms & Conditions of Reverse Auction**

Against this enquiry for the subject item/ system with detailed scope of supply/service as per tender specifications, BHEL *shall be resorting to* "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. *Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA.*
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained for participation in the reverse auction.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax /e-mail the Compliance form (annexure III) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" which is inclusive of all cost elements in line with terms & conditions of the tender for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VI) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. *Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the "Business Rules of Reverse Auction", which will be communicated before the Reverse Auction.*
12. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as *per extant BHEL guidelines for suspension of business dealings (as available on www.bhel.com)*, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
13. Reverse Auction will be conducted if two or more bidders are techno-commercially qualified. In case of two or three qualified bidders, there shall be no elimination of H1 bidder (whose quote is highest in sealed envelope price bid). In case of four qualified bidders, the H1 bidder shall be eliminated whereas in case of five qualified bidders, H1 & H2 bidders shall be eliminated. However, in case of six or *more qualified bidders are available, RA would be conducted amongst first 50% of the bidders arranged in the order of prices from lowest to highest. Number of bidders eligible for participating in RA would be rounded off to next higher integer value if number of qualified bidders is odd (e.g. if 7 bids are qualified, then RA will be conducted amongst lowest four bidders). However, there will be no elimination of qualified bidders who are MSE or qualifying under PPP-MII, Order 2017, irrespective of the number of bidders qualifying techno-commercially.*

*In case of multiple H1 bidders, all H1 bidders (excluding MSEs and bidders qualifying under PPP-MII, Order 2017) shall be removed provided minimum two bidders remain in fray, else no H1 removal.*

**PRICE SCHEDULE (UNPRICED)**

**PLEASE REFER**

**E-PROCUREMENT PORTAL <https://eprocurebhel.co.in>**

**PRICE SCHEDULE**

**PLEASE REFER**

E-PROCUREMENT PORTAL <https://eprocurebhel.co.in>

ABOVE TO BE READ ALONG WITH SCHEDULE-2 (WEIGHTAGE/PERCENTAGE  
ALLOCATION) OF PRICE SCHEDULE (VOLUME-III)

**ANNEXURE-A**

|              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|--------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1.0</b>   | <b><u>Suspension of Business dealings with Suppliers/ Contractors</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>1.1</b>   | BHEL reserves the right to take action against Suppliers/ Contractors who fail to perform or indulge in malpractices, by suspending business dealings with them.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>1.2</b>   | <p>Suspension of business dealings with Suppliers/ Contractors could be in the form of following: --</p> <p><b>a) Hold within the unit for specific item(s)/ material category(ies)/ type of work(s) for one year.</b></p> <p><b>b) Hold within the unit for all item(s)/ material category(ies)/ type of work(s) for two years</b></p> <p><b>c) Banning across BHEL for all items/ material category(ies)/ type of work(s) for three years.</b></p> <p>The Supplier may be either put on hold or banned, as detailed hereinafter on the basis of one or more of the category wise reasons as enumerated hereunder.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>1.3</b>   | <p><b>1.3.1 Hold within the unit for a specific item(s)/ material category(ies)/ type of work(s) shall be imposed in the following cases, if</b></p> <p>i) In the last three consecutive supplies of a specific material category, average quality rating, as provided in the supplier performance rating (SPR) as per SEARP, falls below 80% of the quality weightage. This is irrespective of supplies against PO(s) having single/ multiple delivery schedules.</p> <p>Note: Not applicable in cases for erection works of Power Sector Regions, where separate guidelines for evaluation of capacity of bidders is being followed.</p> <p>ii) Two consecutive delays, for reasons of delay attributed to the Supplier, in execution of the contracts where delay occurred is such that</p> <p>a) prescribed maximum LD time limits of the contracts is exceeded or</p> <p>b) delay period has equaled/ exceeded half the original delivery period specified in the contracts whichever among the above is earlier.</p> <p>iii)</p> <p>a) Overall SPR (Supplier Performance Rating) in that particular Unit in line with SEARP falls below 60% of the specific material category.</p> <p>b) Bids of contractors (in PS-MSX portal) shall not be considered (if average score of last six months falls 60% or below as per guidelines for evaluation of capacity of bidders formula).</p> <p>Note: – for (b), No specific period of hold shall be applicable.</p> <p>iv) Supplier works are under strike/ lockout for a period of more than three months.</p> |
| <b>1.3.1</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |

|       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|-------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.3.2 | <p><b>Hold within the unit for all item(s)/material category(ies)/ type of work(s) shall be put in the following cases, if</b></p> <ul style="list-style-type: none"> <li>i) Supplier tampers with tendering procedure affecting ordering process.</li> <li>ii) Supplier has misused BHEL documents/ drawings/ technical information or has breached the confidentiality agreement with BHEL.</li> <li>iii) after placement of order, Supplier fails to execute the contract.</li> <li>iv) within warranty period as per contract, Supplier continues to supply low/ less/ non-performing equipment/ services, repetitive failures, remains non-responsive.</li> <li>v) Wherever risk purchase clause (amounting to more than 5% of contract value) has been invoked.</li> <li>vi) After price bid opening but before placement of order, Supplier withdraws his offer or varies it in any manner within the validity period.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 1.4   | <b>Banning across BHEL shall be imposed in following cases, if</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 1.4.1 | <ul style="list-style-type: none"> <li>i) –BLANK–</li> <li>ii) “Supplier is found to be responsible for submitting fake/ false/ forged documents, certificates, or information or misrepresentation/ wilful suppression of facts, or has resorted to unethical, illegal means or has forged BHEL documents, certificates etc. for securing business, meeting PQR or for enlistment in BHEL or with customers other than BHEL.”</li> <li>iii) In spite of warnings, the Supplier persistently violates or circumvents the provisions of labour laws/ regulations/ rules or other statutory requirements.</li> <li>iv) Supplier is found to be involved in cartel formation or in any other act so as to influence the bidding process or influence the price.</li> <li>v) The Supplier has indulged in malpractices or misconduct such as bribery, corruption and fraud, pilferage, coercion etc.</li> <li>vi) The Supplier is found guilty by any court of law for criminal activity/ offences involving moral turpitude in relation to business dealings.</li> <li>vii) Supplier is found to have obtained any internal information/ documentation of BHEL by unauthorized means.</li> <li>viii) The foreign Principals along with the representing Agent shall be banned together if information submitted by them about their precise relationship, commission/ remuneration etc. payable/ receivable and other particulars as asked by BHEL, as per the extant guidelines regarding dealing with Agents of Foreign Suppliers is found false/ incorrect, at any stage.</li> <li>ix) Supplier has substituted, damaged, failed to return, or unauthorizedly disposed off free issue materials/ tools etc. of BHEL.</li> </ul> |
| 1.4.2 | A Supplier can also be banned with the approval of Director (E, R&D) provided a direction to this effect has been received from the administrative ministry of the Government.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

**Note: Above shall be applicable along with Guidelines for “Suspension of Business dealings with Suppliers/ Contractors” available in BHEL website <http://www.bhel.com>. These shall form part of tender documents.**

**ANNEXURE-B****Certificate by Chartered Accountant on letter head**

This is to Certify that M/S ..... ,  
 (hereinafter referred to as 'company') having its registered office at .....  
 ..... is registered under MSMED Act 2006, (Entrepreneur  
 Memorandum No (Part—II)/ Udyam Registration Certificate No.  
 ..... dtd:  
 ..... , Category: ..... (Micro/Small/Medium)). (Copy enclosed).

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

1. **For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No. S.O.1722(E) dated October 5, 2006:  
 Rs ..... Lacs
2. **For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the **MSMED** Act, 2006:  
 Rs ..... Lacs
3. **For Enterprises** (having EM-II Certificate/ valid NSIC Certificate or Udyog Aadhar Memorandum): Investment in plant and machinery or equipment is Rs..... Lacs and turnover is Rs. .... Lacs (as notified in MSME notification no. S.O. 2119 (E) dated 26.06.2020)
4. **For Enterprises** (Udyam registered under Udyam Registration Portal): Investment in plant and machinery or equipment is Rs..... Lacs and turnover is Rs. .... Lacs (as notified in MSME notification no. S.O. 2119 (E) dated 26.06.2020)

**(Strike off whichever is not applicable)**

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

Or

The enterprise has been graduated upward from its original category (micro/small/medium) (*strike off which is not applicable*), the enterprise shall maintain its prevailing status till expiry of one year from the close of year of registration, as notified vide S.O. No. 2119 (E) dated 26.06.2020 & S.O. 2347 (E), dated 16.06.2021 published in the gazette notification dated 26.06.2020 & 16.06.2021 by Ministry of MSME.

Or

The enterprise has been reverse-graduated from its original category (micro/small/medium) (*strike off which is not applicable*), the enterprise will continue in its present category till the closure of the financial year and it will be given the benefit of the changed status only with effect from 1<sup>st</sup> April of the financial year following the year in which such change took place, as notified vide S.O. No. 2119 (E) dated 26.06.2020 & S.O. 2347 (E), dated 16.06.2021 published in the gazette notification dated 26.06.2020 & 16.06.2021 by Ministry of MSME.

Date:

(Signature)

Name:

Membership Number:

Seal of the Chartered Accountant

**ANNEXURE-C**

**UNDERTAKING**

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

**To,**

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir/Madam,

**Sub: DECLARATION REGARDING INSOLVENCY/ LIQUIDATION/ BANKRUPTCY PROCEEDINGS**

**Ref:** NIT/Tender Specification No:

I/We,

---

\_\_\_\_\_ declare that, I/We am/are not under insolvency resolution process or liquidation / BIFR or Bankruptcy Code Proceedings (IBC) as on date, by NCLT or any adjudicating authority/authorities, which will render us ineligible for participation in this tender.

**Sign. of the Authorised Signatory  
(With Name, Designation and Company seal)**

Place:

Date:

**DECLARATION FOR RELATION IN BHEL**

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder failing which the offer of Bidder is liable to be summarily rejected)

---

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: **Declaration for relation in BHEL**

Ref: 1) NIT/Tender Specification No: .....,

I/We hereby submit the following information pertaining to relation/relatives of Proprieter/Partner(s)/Director(s) employed in BHEL.

Tick (✓) any one as applicable:

1. The Proprietor, Partner(s), Director(s) of our Company/Firm DO NOT have any relation or relatives employed in BHEL

OR

2. The Proprietor, Partner(s), or Director(s) of our Company/Firm HAVE relation/relatives employed in BHEL and their particulars are as below:

(i)

(ii)

Signature of the Authorized Signatory

Note:

1. Attach separate sheet, if necessary.
2. If BHEL Management comes to know at a later date that the information furnished by the Bidder is false, BHEL reserves the right to take suitable against the Bidder/Contractor.

**FORMAT FOR SEEKING CLARIFICATION**

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

---

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: **Request for Clarification**

Ref: 1) NIT/Tender Specification No: .....  
2) All other pertinent issues till date

| Sl No | Reference clause of Tender Document | Existing provision | Bidder's query | BHEL's clarification |
|-------|-------------------------------------|--------------------|----------------|----------------------|
| 1     |                                     |                    |                |                      |
| 2     |                                     |                    |                |                      |
| 3     |                                     |                    |                |                      |

Yours faithfully,

(Signature, date & seal of Authorized Representative of the Bidder)

**FORMAT FOR DETAILS OF BIDDER**

|                                                                                                                                                                                                                                                                                                      |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>NAME OF BIDDER</b>                                                                                                                                                                                                                                                                                |  |
| <b>ADDRESS OF BIDDER</b>                                                                                                                                                                                                                                                                             |  |
| Company Registration Number*                                                                                                                                                                                                                                                                         |  |
| Name of Partners / Directors                                                                                                                                                                                                                                                                         |  |
| Bidder Type<br>Indian/ Foreign*                                                                                                                                                                                                                                                                      |  |
| City*                                                                                                                                                                                                                                                                                                |  |
| State*                                                                                                                                                                                                                                                                                               |  |
| Country*                                                                                                                                                                                                                                                                                             |  |
| Postal Code*                                                                                                                                                                                                                                                                                         |  |
| PAN/TAN Number*                                                                                                                                                                                                                                                                                      |  |
| Company's Establishment Year                                                                                                                                                                                                                                                                         |  |
| Company's Nature of Business*                                                                                                                                                                                                                                                                        |  |
| Company's Legal Status* {limited<br>company/undertaking/joint<br>venture/partnership/other}                                                                                                                                                                                                          |  |
| Company Category* {micro unit as per<br>MSME/small unit as per MSME/medium<br>unit as per MSME/ UAN as per Udyog<br>Aadhaar Memorandum/ Udyam<br>Registration No. / Ancillary unit/project<br>affected person of this company/SSI/<br>other}<br>Relevant documents to be submitted as<br>applicable. |  |
| Enter Company's Contact Person Details<br>Title(Mr. / Mrs. / Ms. / Dr. / Shri)*                                                                                                                                                                                                                      |  |
| Contact Name*                                                                                                                                                                                                                                                                                        |  |
| Date Of Birth*                                                                                                                                                                                                                                                                                       |  |
| Correspondence Email*<br>(Correspondence Email ID can be same<br>as your Login ID. All the mail<br>correspondence will be sent only to the<br>Correspondence Email ID.)                                                                                                                              |  |
| Designation                                                                                                                                                                                                                                                                                          |  |
| Phone*                                                                                                                                                                                                                                                                                               |  |
| FAX NO.                                                                                                                                                                                                                                                                                              |  |
| Mobile*                                                                                                                                                                                                                                                                                              |  |

**Form-1 (Format for local content)**

**DECLARATION REGARDING MINIMUM LOCAL CONTENT IN LINE WITH  
REVISED PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017  
DATED 04<sup>TH</sup> JUNE, 2020 AND SUBSEQUENT ORDER(S)**

*(To be typed and submitted in the Letter Head of the Entity/Firm providing certificate as applicable)*

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

**Sub:** Declaration reg. minimum local content in line with Public Procurement (Preference to Make in India), Order 2017-Revision, dated 04<sup>th</sup> June, 2020 and subsequent order(s).

**Ref.:** 1) NIT/Tender Specification No: .....  
2) All other pertinent issues till date

We hereby certify that the items/works/services offered by.....  
(Specify the name of the organization here) has a local content of \_\_\_\_\_ % and this meets the local content requirement for '**Class-I local supplier**' / '**Class II local supplier**' \*\* as defined in Public Procurement (Preference to Make in India), Order 2017-Revision dated 04.06.2020 issued by DPIIT and subsequent order(s).

The details of the location(s) at which the local value addition is made are as follows:

- |          |          |
|----------|----------|
| 1. _____ | 2. _____ |
| 3. _____ | 4. _____ |

...  
...  
...

Thanking you,  
Yours faithfully,

**(Signature, Date & Seal of Authorized Signatory of the Bidder)**

**\*\* Strike out whichever is not applicable.**

**Note:**

1. Bidders to note that above format Duly filled & signed by authorized signatory, shall be submitted along with the techno-commercial offer.
2. In case the bidder's quoted value is in excess of Rs. 10 crores, the authorized signatory for this declaration shall necessarily be the statutory auditor or cost auditor of the company (in the case of companies) or a practising cost accountant or practicing chartered accountant (in respect of suppliers other than companies).
3. In the event of false declaration, actions as per the above order and as per BHEL Guidelines shall be initiated against the bidder.

**FORM – 2**

**DECLARATION REGARDING COMPLIANCE TO RESTRICTIONS UNDER RULE 144 (xi) OF GFR 2017**

*(To be submitted in the bidder's letter head)*

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To,

*(Write Name & Address of Officer of BHEL inviting the Tender)*

Dear Sir,

**Sub:** Declaration regarding compliance to Restrictions under Rule 144 (xi) of GFR 2017

**Ref:** 1) NIT/Tender Specification No: .....  
2) All other pertinent issues till date

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries. I certify that \_\_\_\_\_ *(specify the name of the organization here)*, is not from such a country / has been registered with the Competent Authority\*\* *(attach valid registration by the Competent Authority, i.e., the Registration Committee constituted by the Dept. for Promotion of Industry and Internal Trade (DPIIT))*; and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. *(attach relevant valid registration, if applicable)*

I hereby certify that we fulfil all requirements in this regard and is eligible to be considered.

Thanking you,  
Yours faithfully,

**(Signature, Date & Seal of Authorized Signatory of the Bidder)**

**\*\* Strike out whichever is not applicable.**

**Note:** Bidders to note that in case above certification given by a bidder, whose bid is accepted, is found to be false, then this would be a ground for immediate termination and for taking further action in accordance with law and as per BHEL guidelines.

# **GENERAL CONDITIONS OF CONTRACT (GCC) - SERVICE**

## **SECTION-I**

### **GENERAL INSTRUCTION TO TENDERER**

| <b>CLAUSE NO</b> | <b>DESCRIPTION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1.1</b>       | <b>NOTICE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 1.1.1            | Tenders complete in all respects shall be submitted in the form and manner specified in NIT within specified date and time.                                                                                                                                                                                                                                                                                                                                                                                              |
| 1.1.2            | Bharat Heavy Electricals Ltd., take no responsibility for any delay, loss or non-submission of tender document online and also reserve the right to reject any or all the tenders without assigning any reason thereof. Tenders not accompanied by prescribed earnest money are liable to be summarily rejected.                                                                                                                                                                                                         |
| 1.2              | Tenders shall be opened by the authorized officers of BHEL in the e-procurement platform at the specified time and date. Bidders may witness the same from their respective e-procurement log in.                                                                                                                                                                                                                                                                                                                        |
| 1.2.1            | The tenderers shall closely peruse all the clauses, specification and drawings indicated in the tender documents before quoting. Should the tenderer have any doubt about the meaning of any portion of the tender specifications or find discrepancies or omission in the drawing or the tender documents issued are incomplete or shall require clarification on any of the technical aspect, scope of work etc, shall at once contact the authority inviting the tender for clarification before submission of offer. |
| 1.2.2            | Before tendering, the tenderers are advised to inspect the site of work and the environments and be well acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour. No claim will be entertained later on the ground of lack of knowledge.                                                                                                                                                                                                                |
| 1.2.3            | Tenderer must fill up all the schedules and annexure and furnish all the required information as per the instructions given in various sections of the tender specification. Each and every page of the tender must be SIGNED AND SUBMITTED ALONG WITH THE OFFER by the tenderer in token acceptance thereof. The information furnished shall be complete by itself.                                                                                                                                                     |
| 1.2.4            | The tenderer shall quote the rates in English language and international numerals. The rate shall be in whole rupees. These rates shall be entered in figurers as well as in words. In case of difference in rates between words and figurers THE LESSER OF THE TWO will be treated as valid rate. For the purpose of the tender, the metric system of units shall be used.                                                                                                                                              |
| <b>1.3</b>       | <b>QUALIFICATION OF TENDERERS:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|                  | Only tenderers who meet all the tender requirement are expected to quote for this work.                                                                                                                                                                                                                                                                                                                                                                                                                                  |

|         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
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| 1.4     | <b>DATA AND DOCUMENTS TO BE ENCLOSED:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 1.4.1   | Full information shall be given by the tenderer in respect of following. Non-submission of these information may lead to rejection of the offer.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 1.4.2   | Attested copies of partnership deed, power of attorney and tender specifications duly signed as mentioned in the tender documents.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 1.4.3   | In case of a proprietorship firm, full name of proprietor, address, place and nature of business shall be furnished. In case of partnership firm, names of all the partners and their address, copy of partnership deed, instrument of partnership duly certified by the Notary Public shall be enclosed. In case of company, date and place of registration including date of commencement certificate, in case of public companies (certified copies of Memorandum and Articles of Association are also to be furnished), nature of business carried on by the company and submissions of the memorandum relating thereof, names and particulars including addresses of all the directors and their previous experiences etc shall be furnished. |
| 1.4.4   | Prescribed Earnest Money Deposit.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 1.4.5   | Previous experience                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|         | A statement giving particulars duly supported by documentary evidence of the various services rendered for each similar work by the tenderer indicating the particulars and value of each work, the site location and the duration and date of completion and also list of site location and particulars and values of various works that are under progress.                                                                                                                                                                                                                                                                                                                                                                                      |
| 1.4.6   | Organization chart                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 1.4.6.1 | The organization that is totally available and that will be employed by the tenderer for this work duly indicating the number of supervisors the number of skilled and unskilled persons etc.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 1.4.6.2 | A list of tools and tackles that the tenderer is having and those will be used on this job including deployment plan.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 1.4.6.3 | Audited Balance Sheet and Profit & Loss A/c of last three years.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 1.4.7   | Banker's Certificate                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|         | A latest certificate from Scheduled Bank to prove his financial capacity to undertake the work or solvency certificate from the concerned government authority.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 1.4.8   | Income Tax / Sales Tax Certificate                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 1.4.8.1 | A valid certificate of Income Tax / Sales Tax verification from the appropriate authority in the forms prescribed duly indicating annual turnover. These certificates shall be valid for one year from the date of issue or for the period prescribed therein for all tenders submitted during the period.                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 1.4.8.2 | A written declaration indicating that no deviation from the tender specification has been taken.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 1.4.8.3 | In addition to above, other particulars, required in various annexure shall be furnished.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

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| 1.4.9   | <b><u>EARNEST MONEY DEPOSIT (EMD):</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 1.4.9.1 | Every tender Must be accompanied by the prescribed amount of Earnest Money Deposit in any one of the following forms:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 1.4.9.2 | <b>Cash deposit as permissible under the extant Income Tax Act</b> (Before tender opening) - The amount should be remitted by the party to the Cashier of Bharat Heavy Electricals Limited, PS-ER, Kolkata between 14.00 hours and 16.00 hours on working days and cash receipt issued by him shall be enclosed along with the tender.                                                                                                                                                                                                                                                                                                                                                            |
| 1.4.9.3 | <b>Electronic Fund Transfer</b> credited in Bharat Heavy Electricals Limited, PS-ER' account (before tender opening). RTGS details of BHEL-PSER is available in tender.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 1.4.9.4 | <b>Banker's Cheque/Pay Order/Demand Draft</b> payable at Kolkata duly pledged in Favour of Bharat Heavy Electricals Limited, Kolkata (along with offer).<br><b>Fixed Deposit Receipt (FDR)</b> issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).                                                                                                                                                                                                                                                                                                                                                  |
| 1.4.9.4 | <b>(a) Any other mode as per latest guidelines issued by Govt. of India.</b><br>In addition to above, the EMD amount in excess of Rs. 2 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.                                                                                                                                                                                                                                                                                                                                                                                                      |
| 1.4.9.5 | Parties/bidders who have submitted/submits <b>One Time EMD (OEMD) in this Power Sector Region (i.e. BHEL-PSER) for Service After Sales (SAS) a sum of amount Rs. 5,00,000/- (Rupees Five Lakh only)</b> are exempted from payment of E.M.D. on each such tender in that unit on case to case basis.                                                                                                                                                                                                                                                                                                                                                                                               |
| 1.4.9.6 | Tenders received without Earnest Money in full in the manner prescribed above are liable to be rejected. EMD shall not carry any interest.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 1.4.9.7 | The Earnest Money Deposit of the successful tenderer will be retained as part of Security Deposit.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 1.4.9.8 | EMD given by all unsuccessful tenderers shall be refunded normally within 15 days of award of Work.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 1.4.9.9 | BHEL reserves the right of forfeiture of Earnest Money Deposit submitted by the tenderer if: -<br>a) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.<br>b) The contractor fails to deposit the required Security Deposit or commence the work within the period as per LOI/Contract.<br>EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/contractors" and forfeited/released based on the action as determined under these guidelines". |
| 1.5     | <b><u>AUTHORIZATION AND ATTESTATION:</u></b><br>Tenders shall be signed by persons duly authorized / empowered to do so. Certificated copies of such authority and relevant documents shall be submitted along with the tenders.                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

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| 1.6   | <p><b><u>VALIDITY OF OFFER:</u></b></p> <p>The rates in the tender shall be kept valid for acceptance / for minimum period of six months from the latest due date of submission of offer. If a tenderer withdraws or revokes his tender or revises the tendered rates and conditions for any items within the aforesaid period, his earnest money is liable to be forfeited. In case Bharat Heavy Electricals Limited calls for negotiations, such negotiations shall not amount to cancellation or withdrawal, of the original offer which shall be binding on the tenderers.</p>                |
| 1.7   | <p><b><u>EXECUTION OF CONTRACT:</u></b></p> <p>The successful tenderer's responsibility under this contract commences from the date of issue of letter of intent by Bharat Heavy Electricals Limited. The successful tenderer shall be required to execute agreement in the prescribed form with BHEL within a reasonable time after the acceptance of his tender and in any case before submitting the first bill for payment. The total expenses towards preparing agreement (no of copies to be specified by BHEL at the time of execution of agreement) shall be borne by the contractor.</p> |
| 1.8   | <p><b><u>SECURITY DEPOSIT (SD):</u></b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 1.8.1 | <p>Security Deposit means the security provided by the contractor towards fulfilment of any obligations in terms of the provisions of the contract. Upon acceptance of tender, the successful tenderer within the time specified in the Letter of Intent must deposit the required amount towards Security Deposit before start of the work. The Security Deposit shall not carry any interest.</p>                                                                                                                                                                                               |

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| 1.8.2 | The total amount of <b>Security Deposit will be 5% (Five percent) of the contract value.</b> EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 1.8.3 | If the value of the work done at any time exceeds the accepted agreement value, the Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall immediately be deposited by the contractor or recovered from payments due to the contractor.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 1.8.4 | Regarding adjustment of Earnest Money Deposit towards part of Security Deposit, refer clause 1.8.2 above, the successful tenderer shall not commence any work under the contract before remitting the Security Deposit except as directed by BHEL.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 1.8.5 | Failure to deposit the Security within the stipulated time may lead to forfeiture of Earnest Money and cancellation of the award of work.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 1.8.6 | <p>The balance amount to make up the required Security Deposit of 5% of the contract value may be furnished in any one of the following forms:</p> <ul style="list-style-type: none"> <li>i. Cash (as permissible under the Income Tax Act)</li> <li>ii. Local cheques of scheduled banks (subject to realization)/Pay Order/Demand Draft/Electronic Fund Transfer credited in Bharat Heavy Electricals Limited, PS-ER account.</li> <li>iii. Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL. Bank Guarantee for S.D. must be posted by the Bank by registered post directly to us, and it should not be submitted by the bidder directly to us.</li> <li>iv. Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the contractor, A/C BHEL).</li> <li>v. 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).</li> <li>vi) Any other mode as per latest guidelines issued by Govt. of India.</li> </ul> <p>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.</p> |
|       | <p><b>1.8.7 Collection of Security Deposit:</b></p> <p>1.8.7.1 At least 50% of the required Security Deposit, including EMD, should be collected before start of work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the contractor till the amount of the required Security Deposit is collected.</p> <p>1.8.7.2 If the value of the work done at any time exceeds the accepted agreement value, the Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall immediately be deposited by the contractor or recovered from payments due to the contractor.</p> <p>1.8.7.3 The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

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|         | <p>in acceptable form, but only once, before completion of work, subject to approval of BHEL.</p> <p>1.8.7.4 Security Deposit should cover up to the period of guarantee also.</p> <p><b>(Note: In case of small value contracts not exceeding Rs.20 lakhs and all SAS jobs, work can be started before Security Deposit is collected. However, payment can be released only after collection / recovery of initial 50% Security Deposit).</b></p> <p>1.8.8 BHEL reserves the right of forfeiture of Security Deposit in addition to other claim and penalties in the event of the contractor's failure to fulfil any of the contractual obligations including statutory or in the event of termination of contract as per terms and conditions of contract.</p> |
| 1.8.9   | <b><u>RETURN OF SECURITY DEPOSIT:</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 1.8.9.1 | If the contractor duly performs and completes the contract in all respects to the entire satisfaction of BHEL, and presents an absolute "No Demand Certificate" in the prescribed form and return properties belonging to BHEL handed over, lent or hired by him for carrying out the said works the security deposit will be released to the contractor after deducting all costs or expenses or other contracts entered into with the contractor, only after the satisfactory completion or guarantee period,                                                                                                                                                                                                                                                  |
| 1.8.9.2 | No interest shall be payable by BHEL on earnest money / security deposit or any money due to the contractor by BHEL.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 1.8.9.3 | In no case Security Deposit can be released before settling all claims under this contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 1.9     | <b><u>REJECTION OF TENDER AND OTHER CONDITIONS:</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 1.9.1   | The acceptance of tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights for the following without assigning any reasons whatsoever.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 1.9.1.1 | To reject any or all of the tender.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 1.9.1.2 | To split up the work amongst two or more tenderers.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 1.9.1.3 | To award the work in part.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 1.9.1.4 | Either of the contingencies stated in 1.8.1.2 and 1.8.1.3 to modify the time for completion suitably.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 1.9.2   | Conditions and un-witnesses tenderers, tenders containing absurd or unworkable rates and amounts and tenders which are incomplete and otherwise considered defective and not in accordance with the tender conditions, specification etc., are liable to be rejected.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 1.9.3   | If a tenderer expires after his submission of the tenders or after the acceptance of his tender BHEL may at their discretion cancel such tender. If a partner of a firm expires after the submission of the tender or after the acceptance of the tender, BHEL may cancel such tender at their discretion unless the firm retains its character.                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 1.9.4   | BHEL will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. They may however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.                                                                                                                                                                                                                                                                                                                                                                                                                     |

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| 1.9.5  | If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract, if awarded, and forfeit Earnest Money / Security Deposit.                                                                                                                                                                                                                 |
| 1.9.6  | Canvassing in any form in connection with the tenders is strictly prohibited and the tenders submitted by the contractor who resort to canvassing are liable to rejection.                                                                                                                                                                                                                                                          |
| 1.9.7  | Should a tenderer of contractor or in the case of a firm or Company one or more its partners / shareholders / directors have a relation or relations employed in the capacity of an officer of BHEL, the authority inviting tender shall be informed of the fact along with the officer, failing this, BHEL may, at its sole discretion, reject the tender or cancel the contract and forfeit the Earnest Money / Security Deposit. |
| 1.9.8  | The successful tenderer should not subcontract the part or complete work detailed in this tender specification / undertaken by him without written permission of BHEL. The tenderer is solely responsible to BHEL for the work awarded to him.                                                                                                                                                                                      |
| 1.9.9  | No deviation from the tender specifications shall be acceptable to BHEL. Tenderers shall confirm their unqualified acceptance of the terms and conditions by giving an undertaking to this effect in a separate envelope along with the techno-commercial bid super scribed the word "undertaking for NO DEVIATION".                                                                                                                |
| 1.9.10 | The Tender submitted by a techno commercially qualified tenderer shall become the property of BHEL who shall be under no obligation to return the same to the bidder. However unopened price bids and late tenders shall be returned to the bidders                                                                                                                                                                                 |
| 1.9.11 | Unsolicited discount received after the due date and time of Bid Submission shall not be considered for evaluation. However, if the party who has submitted the unsolicited discount/rebate becomes the L-I party, then the awarded price i.e contract value shall be worked out after considering the discount so offered.                                                                                                         |
| 1.9.12 | BHEL shall not be liable for any expenses incurred by the bidder in the preparation of the tender irrespective of whether the tender is accepted or not.                                                                                                                                                                                                                                                                            |

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## SECTION-II

### GENERAL TERMS AND CONDITIONS OF THE CONTRACT

#### **1.0 DEFINITION:**

- 1.1 The following terms and expressions shall have the meaning hereby assigned to them except where the context otherwise requires.
- 1.2 BHEL shall mean Bharat Heavy Electricals Limited, a company registered under Indian Companies' Act, 1956 having its registered office at BHEL HOUSE, Siri Fort, New Delhi-110 049 and its Power Sector Eastern Region HQ at 9/1,DJ-Block, Sector-II, Salt lake, Kolkata-700091.
- 1.3 EXECUTIVE DIRECTOR / GENERAL MANAGER shall mean the Officer in administrative charge of BHEL, Power Sector Eastern Region at 9/1, DJ-Block, Sector-II, Salt Lake, Kolkata-700091.
- 1.4 "CONTRACTOR" shall mean the individual firm or Company who enters into this contract with BHEL and shall include their executors, administrators, successors and assigns.
- 1.5 "LETTER OF INTENT" shall mean the intimation letter to the Bidder that his offer has been accepted in accordance with the provisions contained in the said letter. The responsibility of the contractor commences from the date of issue of this letter and the terms and conditions of the contract are applicable from that date.
- 1.6 "MONTH" shall mean English Calendar month.

- 2.0 USE OF LAND: No premises belonging to BHEL either owned or hired shall be occupied by the contractor without the written permission of BHEL.

#### **3.0 COMMENCEMENT OF WORK:**

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

#### **4.0 MODE OF PAYMENT:**

- 4.1 As per Annexure-I.
- 4.2 All payments will be made to the contractor after deduction of Income Tax at source or any other taxes as applicable and prescribed under Income Tax Act/Rules/any other Act from time to time.
- 4.3 All payments to the contractor will be made by Account Payee Cheque /RTGS only.

#### **5.0 DELETED**

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

- 6.1 The contractor shall comply with all state and central laws statutory rules, regulations as may be applicable from time to time, as may be prevalent or enacted by the Government during the tenure of the contract and having force or jurisdiction at the place of work. The contractor shall give to the local Government body, Police and other relevant authorities all such notices as may be required by law. The contractor shall also furnish proof of above compliance to the authority concerned as and when demanded by the BHEL authority.
- 6.2 The contractor shall pay all taxes fees, license fee, charges for duties, royalty commissions or other charges which may be levied on account of operation and in executing the contract to the concerned authorities. In case BHEL is forced to pay any of such taxes, etc. BHEL shall have the right to recover the same from the contractor either from his bill or otherwise as deem fit.
- 6.3 The contractor shall be responsible for provision of health and sanitary arrangements particularly described in Contract Labour Regulation & Abolition Act) safety precautions etc., as may be required for safe and satisfactory execution of this contract.
- 6.4 The contractor shall be responsible for the proper behaviour at the place of work and observance of all regulations by the staff employed by him.
- 6.5 The contractor shall ensure that no damage is caused to any person, property of other parties working at the place of work. If any such damage is caused, it is the responsibility of the contractor to make good the losses or to compensate for the same.
- 6.6 In case the contractor is required to undertake any work outside the scope of this contract, the rates payable shall be those mutually agreed upon.
- 6.7 The contractor shall arrange and co-ordinate his work in such a manner as to cause no hindrance to other agencies working in the same premises.
- 6.8 All safety rules and codes applied by BHEL at the place of work shall be observed by he contractor without exception. The contractor shall be responsible for the safety of the equipment/materials and work to be performed by him and shall maintain all protection necessary for the purpose. The contractor shall also take precaution as may be indicated from time to time by BHEL with a view to prevent pilferage, accidents, fire hazard and due precaution shall be taken against fire hazards and atmospheric conditions.
- 6.9 The contractor shall arrange for such safety devices as are necessary for this type of work under this contract.
- 6.10 **The contractor shall be directly responsible for payment of wages to his workmen.**

**7.0 INSURANCE:**

- 7.1 It is the sole responsibility of the contractor to insure his workmen against injury, disability and death while at work and to pay compensation to his workmen, if so happens. The contractor should have ESI registration for coverage of his workmen under ESI Scheme.
- 7.2 If due to negligence and/or non-observance of the safety and other precaution any accident/injury takes place to any other person(s)/public, the contractor shall have to pay necessary compensation and other expenses, if so decided by the BHEL authorities.
- 7.3 If due to contractor's carelessness, negligence or non-observance of safety precautions if there is any damage to BHEL's property and personnel should occur and if BHEL is unable

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

8.0 **STRIKES & LOCKOUTS:**

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

9.0 **FORCE MAJEURE:** The following shall amount to force majeure: --

9.1 Acts of God, acts of any Government, war, sabotage, riots, civil commotion, police action, revolution, flood, fire, cyclone, earthquake and epidemic and other similar cause over which the contractor has no control.

9.2 If the contractor suffers delay in the due execution of the contractual obligation due to delays caused for force majeure as defined above, the agreed time of completion of the job covered by this contract or the obligations of the contract shall be extended by a period of time equal to the period of delay provided that on the occurrence of any such contingency the contractor immediately reports to BHEL in writing the causes of delay and contractor shall not be eligible for any compensation.

10. **ARBITRATION & RECONCILIATION:**

10.1 **ARBITRATION:**

10.1.1 Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause 10.2 herein below or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may, commence arbitration in respect of such Dispute by issuance of a notice in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice'). The Notice shall contain the particulars of all claims to be referred to arbitration in sufficient detail and shall also indicate the monetary amount of such claim. The arbitration shall be conducted by a sole arbitrator to be appointed by the Head of the BHEL Power Sector Region issuing the Contract within 60 days of receipt of the complete Notice. The language of arbitration shall be English.

The Arbitrator shall pass a reasoned award.

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Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder as in force from time to time shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be Kolkata (the place from where the contract is Issued). The Contract shall be governed by and be construed as per provisions of the laws of India. Subject to this provision 10.1.1 regarding ARBITRATION, the principal civil court exercising ordinary civil jurisdiction over the area where the seat of arbitration is located shall have exclusive jurisdiction over any DISPUTE to the exclusion of any other court.

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

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018 as amended from time to time.

- 10.1.3 The cost of arbitration shall initially be borne equally by the Parties subject to the final allocation thereof as per the award/order passed by the Arbitrator.

- 10.1.4 Notwithstanding the existence of any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner unless the dispute inter-alia relates to cancellation, termination or short-closure of the Contract by BHEL.

10.2 **CONCILIATION:**

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 agreement, contract), which the Parties are unable to settle mutually, arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee (IEC) to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.

Notes:

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

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Procedure 2.3 : "Procedure for conduct of conciliation proceedings" (as available in [www.bhel.com](http://www.bhel.com)). The Procedure 2.3: "Procedure for conduct of conciliation proceedings" (as available in [www.bhel.com](http://www.bhel.com)) together with its Formats (as available in [www.bhel.com](http://www.bhel.com))

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will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in this GCC.

The Contractor hereby agrees that BHEL may make any amendments or modifications to the provisions stipulated in the Procedure 2.3 : "Procedure for conduct of conciliation proceedings" (as available in [www.bhel.com](http://www.bhel.com)) from time to time and confirms that it shall be bound by such amended or modified provisions of the Procedure 2.3 : "Procedure for conduct of conciliation proceedings" (as available in [www.bhel.com](http://www.bhel.com)) with effect from the date as intimated by BHEL to it.

**10.3 NO INTEREST PAYABLE TO CONTRACTOR:**

Notwithstanding anything to the contrary contained in any other document comprising in the Contract, no interest shall be payable by BHEL to Contractor on any moneys or balances including but not limited to the Security Deposit, EMD, Retention Money, RA Bills or the Final Bill, or any amount withheld and/or appropriated by BHEL etc., which becomes or as the case may be, is adjudged to be due from BHEL to Contractor whether under the Contract or otherwise.

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

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

**12.0 TERMINATION OF CONTRACT:**

BHEL has a right to cancel the order for delay in supply beyond penalty period without any monetary or legal obligations. Obtaining the Export / Import License, if any required is the responsibility of the supplier. In case of delay in supplying the equipment in time, due to this reason, BHEL has a right to cancel the order without any monetary / legal obligation. To this extent supplier has to give the confirmation.

**13.0 RIGHTS OF BHEL:**

13.0.1 To withdraw any portion of work and/or to restrict / alter the quantum of work as indicated in the contract during the progress of work and get it done through other agency and/or by departmental labour to suit BHEL's commitment to its customer or in case BHEL decides to advance the date of completion due to other emergency reasons / BHEL's obligation to its customer.

13.0.2 To terminate the contract or withdraw portion of work and get it done through other agency, at the risk and cost of the contractor after due notice of a period of 14 days' by BHEL in any of the following cases:

- i) Contractor's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor including unexecuted portion of work does not appear to be executable within balance available (#) period considering its performance of execution.
- ii) Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.

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- iii) Non-completion of work by the Contractor within scheduled completion period as per Contract or as extended from time to time, for the reasons attributable to the contractor.
- iv) Termination of Contract on account of any other reason (s) attributable to Contractor.
- v) Assignment, transfer, subletting of Contract without BHEL's written permission.
- vi) Non-compliance to any contractual condition or any other default attributable to Contractor.
- (#) In-case inputs from BHEL/Customer are likely to be delayed or are actually delayed, this delay may also be taken into account while considering balance period available for execution of Contract.

**Risk & Cost Amount against Balance Work:**

Risk & Cost amount against balance work shall be calculated as follows:

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

Where,

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

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

H = Overhead Factor to be taken as 5

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

(\*) Balance scope of work (in case of termination of contract):

Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work for calculating risk & cost amount. Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities.

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

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

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

NOTE: In-case portion of work is being withdrawn at risk & cost of contractor instead of termination of contract, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work' for calculating Risk & Cost amount.

**LD against delay in executed work in case of Termination of Contract:**

LD against delay in executed work shall be calculated in line with LD clause as per GCC/SCC/TCC/Special note/any other annexure of tender document (in compliance with order of precedence), for the delay attributable to contractor. For limiting the maximum value of LD, contract value shall be taken as Executed Value of work till termination of contract.

**Method for calculation of "LD against delay in executed work in case of**

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**termination of contract” is given below.**

- i) Let the time period from scheduled date of start of work till termination of contract excluding the period of Hold (if any) not attributable to contractor = T1
- ii) Let the value of executed work till the time of termination of contract= X
- iii) Let the Total Executable Value of work for which inputs/fronts were made available to contractor and were planned for execution till termination of contract = Y
- iv) Delay in executed work attributable to contractor i.e.  $T2 = [1 - (X/Y)] \times T1$
- v) LD shall be calculated in line with LD clause [as per GCC/SCC/TCC/Special note/any other annexure of tender document (in compliance with order of precedence)] of the Contract for the delay attributable to contractor taking “X” as Contract Value and “T2” as period of delay attributable to contractor.

**13.0.3 Recoveries arising out of Risk & Cost and LD or any other recoveries due from Contractor**

Following sequence shall be applicable for recoveries from contractor:

- a) Dues available in the form of Bills payable to contractor, SD, BGs against the same contract.
- b) Demand notice for deposit of balance recovery amount shall be sent to contractor, if funds are insufficient to effect complete recovery against dues indicated in (a) above.
- c) If contractor fails to deposit the balance amount to be recovered within the period as prescribed in demand notice, following action shall be taken for balance recovery:
  - i) Dues payable to contractor against other contracts in the same Region shall be considered for recovery.
  - ii) If recovery cannot be made out of dues payable to the contractor as above, balance amount to be recovered, shall be informed to other Regions/Units for making recovery from the Unpaid Bills/Running Bills/SD/BGs/Final Bills of contractor.
  - iii) In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against contractor.

13.0.4 To terminate the contract or to restrict the quantum of work and pay for the portion of work executed in case BHEL's contract with their customers are terminated for any reason.

13.0.5 While every endeavour will be made by BHEL they cannot guarantee uninterrupted work due to conditions beyond their control. Contractor will not be entitled to any compensation / extra payment on this account.

------(X)-----

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Job: DAY TO DAY RUNNING AND MAINTENANCE OF HOSPITALITY SERVICE IN 03 (THREE) BHEL TRANSIT FLATS NOS. 11/22, 11/23, 11/24 AT GOLF GREEN MULTISTORIED APARTMENT ASSOCIATION, ONGC APARTMENT, 18/2 UDAY SANKAR SARANI, KOLKATA FOR 02 (TWO) YEARS

ANNEXURE-I

### **SCOPE, SPECIAL TERMS AND CONDITIONS OF THE CONTRACT**

|            |                                                                                                                                                                                                                                                                                                                                                                                    |
|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1.0</b> | <b><u>SCOPE OF WORK:</u></b>                                                                                                                                                                                                                                                                                                                                                       |
| 1.1        | Day to day running and maintenance of hospitality service in three BHEL Transit Flats No. 11/22, 11/23 and 11/24 at Golf Green Multistoried Apartment Association, ONGC Apartment, 18/2, Uday Sankar Sarani, Kolkata – 700095.                                                                                                                                                     |
| 1.2        | Each flat has approximately 1200 sq. ft covered area consisting of two bed rooms, with one attached Toilet, one dining hall cum drawing room with balcony, one common toilet and one kitchen.                                                                                                                                                                                      |
| 1.3        | The scope of work includes running and maintenance of the Transit Flats, washing of linen items/curtains, supply of Toiletries and catering services.                                                                                                                                                                                                                              |
| 1.4        | The Bidder shall provide supervision of the said Transit flats and housekeeping of flats and its surroundings with provision of caretaking of Transit Flat including reception (front desk), facilitating accommodation and all services for comfortable stay of employees / guests of BHEL.                                                                                       |
| 1.5        | The indicative guests strength would likely to be around 2000 nos (±10%) (number of days X guests per day) in 24 months.                                                                                                                                                                                                                                                           |
| <b>2.0</b> | <b><u>CONTRACT PERIOD</u></b>                                                                                                                                                                                                                                                                                                                                                      |
| 2.1        | The Vendor shall commence the work within five days from the date of issuance of the Letter of Intent from BHEL and shall proceed with the same with due expedition without any delay.                                                                                                                                                                                             |
| 2.2        | The duration of contract will be for Two years from the date of commencement. However, in order to evaluate vendor's performance and service, the contract will cover a probationary period of 03 months. Only on satisfactory services during the probationary period, the contract will continue for a further contract period of 21 months under the same terms and conditions. |
| 2.3        | Extension of the contract, if any, would be allowed on the same rate, terms and conditions subject to the BHEL requirement and approval of the Competent BHEL Authority, provided there is no price downward trend. Extension cannot be treated as matter of rights.                                                                                                               |
| <b>3.0</b> | <b><u>RESPONSIBILITIES OF THE BIDDER</u></b>                                                                                                                                                                                                                                                                                                                                       |
| <b>3.1</b> | <b><u>Reception Services</u></b> - The following services will be ensured by the bidder :-                                                                                                                                                                                                                                                                                         |
| 3.1.1      | To manage the reception counter by an experienced person to attend the guest(s) and attend telephone calls/enquires in professional manner.                                                                                                                                                                                                                                        |
| 3.1.2      | To allot the rooms in the Transit Flats as per the direction received from the Incharge Transit Flats / Officer incharge of BHEL.                                                                                                                                                                                                                                                  |
| 3.1.3      | To maintain the Check-in and Check-out Registers/ Records.                                                                                                                                                                                                                                                                                                                         |
| 3.1.4      | To maintain the Complaint / Feedback Register which should be readily available on demand.                                                                                                                                                                                                                                                                                         |
| 3.1.5      | To report the Room-wise Occupancy status every morning to the Officer Incharge.                                                                                                                                                                                                                                                                                                    |
| 3.1.6      | To ensure overall cleanliness in the surrounding area of the Reception Counter, Sitting area.                                                                                                                                                                                                                                                                                      |
| 3.1.7      | To ensure overall upkeep of the Transit Flats.                                                                                                                                                                                                                                                                                                                                     |
| 3.1.8      | To ensure that only authorized personnel stay in the Transit Flats.                                                                                                                                                                                                                                                                                                                |
| 3.1.9      | To maintain registers like Booking register, asset register, utilization register, payment register, bill book etc.                                                                                                                                                                                                                                                                |
| 3.1.10     | To ensure collection of bills pertaining to electricity, water, building maintenance, telephone, laundry, etc. and timely submission to BHEL.                                                                                                                                                                                                                                      |
| 3.1.11     | To ensure maintenance and upkeep of all assets.                                                                                                                                                                                                                                                                                                                                    |
| 3.1.12     | To ensure timely serving of coffee/tea, breakfast, lunch, dinner etc. to the Guests.                                                                                                                                                                                                                                                                                               |
| 3.1.13     | To report about non-functional electrical gadgets (geyser, Fan, light, AC etc.) and civil / plumbing related complaints of the rooms and other common areas of Transit Flat to the Officer Incharge promptly. A Register to be maintained for this purpose.                                                                                                                        |
| 3.1.14     | To collect payments from Guests towards their stay, meals etc. as per applicable rates by issuing proper money receipt. The money collected towards stay (rent) should be done through BHEL owned <i>point-of-sale (POS)</i> Machines.                                                                                                                                             |
| 3.1.15     | All payment from the guests should preferably be collected through Bidder's owned <i>point-of-sale</i>                                                                                                                                                                                                                                                                             |

Job: RUNNING AND MAINTENANCE OF THREE NUMBER BHEL TRANSIT FLATS  
AT GOLF GREEN MULTISTORIED APARTMENT ASSOCIATION, KOLKATA – 700095

|            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|            | (POS) Machines for which no extra service charges / reimbursement of commission/Charges would be payable to bidder.                                                                                                                                                                                                                                                                                                                                                                                                |
| 3.1.16     | The reception shall be manned from 06:00 Hrs to 23:00 Hrs.                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>3.2</b> | <b>Maintenance / Operation</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 3.2.1      | Maintenance and up-keep of all rooms and common area of Transit Flats.                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 3.2.2      | Regular maintenance and cleaning of Transit Flats by using proper tools, tackles and equipment. Regular care for the safe maintenance of fittings, fixtures, TV, equipment and furniture will be the sole responsibility of the Bidder. Any damage caused to the above either by the Bidder himself or by any of his employees shall be made good by the bidder at his own cost immediately. Information regarding damage, if any, caused by any guest, should be put up for perusal of Officer Incharge promptly. |
| 3.2.3      | The Bidder shall take in his charge the premises of the Transit Flats including all materials / properties therein and maintain them in safe and proper conditions. The Bidder shall keep all records related to the materials available in the Transit Flats and produce the same for verification by the Officer In-charge or his authorized representative, as and when required.                                                                                                                               |
| 3.2.4      | The Bidder shall keep a watch and ensure safety and security over materials of the company and see that unauthorized persons do not enter the Transit Flats.                                                                                                                                                                                                                                                                                                                                                       |
| <b>3.3</b> | <b>Readiness of Room for Guests</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 3.3.1      | The Bidder shall be responsible to keep room(s) ready in all respect within one (01) hour of vacation of the room by the Guest(s).                                                                                                                                                                                                                                                                                                                                                                                 |
| 3.3.2      | The Bidder shall ensure that linen of rooms during the stay of guests is changed on every alternate day.                                                                                                                                                                                                                                                                                                                                                                                                           |
| 3.3.3      | The Bidder shall be responsible to replace linen of rooms in case room remains vacant for more than 03 days.                                                                                                                                                                                                                                                                                                                                                                                                       |
| 3.3.4      | The Bidder shall ensure that linen is changed as and when requested by the guest(s).                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 3.3.5      | The availability of toiletries, mosquito repellent, Naphthalene balls, Toilet paper rolls and functionality of mosquito repellent machines shall be ensured.                                                                                                                                                                                                                                                                                                                                                       |
| <b>3.4</b> | <b>Catering Services</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 3.4.1      | It shall be prime responsibility of the Bidder to provide catering service as follows:                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 3.4.1.1    | Morning tea / coffee                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 3.4.1.2    | Breakfast                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 3.4.1.3    | Lunch                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 3.4.1.4    | Evening Tea / Snacks                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 3.4.1.5    | Dinner                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 3.4.2      | The bidder should ensure sufficient stock of items such as consumable raw materials, packed and bottled items to meet normal requirement and any immediate needs of guests.                                                                                                                                                                                                                                                                                                                                        |
| 3.4.3      | The Bidder should ensure Tea / Coffee is served with Biscuits (02 Nos) daily in the morning in each occupied room for each visitor as per their convenience.                                                                                                                                                                                                                                                                                                                                                       |
| 3.4.4      | Breakfast / Lunch/ Dinner shall be served in the Dining Room and not in the living rooms of the individual occupants, except under special circumstances. However, for VIPs and for <b>Company Guests</b> the same shall be served in the rooms, if so desired.                                                                                                                                                                                                                                                    |
| 3.4.5      | The Bidder shall make adequate arrangement for supply of Chinese, North Indian and Standard Indian Dishes and cuisines as part of Breakfast, lunch, dinner etc as demanded by the guest / as per advice of the officer in-charge or his authorized representative.                                                                                                                                                                                                                                                 |
| 3.4.6      | The eatables served by the Bidder to the Guests shall be completely hygienic , free from any sort of adulteration and unwanted objects such as stones, soil, egg-shell, human hair, glass or crockery chips, paper wood, insects, flies etc.                                                                                                                                                                                                                                                                       |
| 3.4.7      | All vegetables, fruits etc used shall be fresh and shall not be rotten or overripe. The bidder shall be responsible for their hygienic condition. Milk and milk product such as curd, yoghurt, cheese etc shall be of the standard quality and should be prepared and served fresh.                                                                                                                                                                                                                                |
| 3.4.8      | Raw materials like tea, coffee, masalas, ghee, refined oils (loose oil shall not be used) and eatables like bread, butter jam etc to be served to the Guests shall be fresh and of good quality and manufactured by well –known manufactures.                                                                                                                                                                                                                                                                      |
| 3.4.9      | The Bidder should use only branded food items or equivalent as detailed below:-                                                                                                                                                                                                                                                                                                                                                                                                                                    |

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| Sl No.  | Item                                                                                                                                                                                                                                                                                                                                                                                                    | Brand or its equivalent                                        |
|---------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------|
| (i)     | Salt                                                                                                                                                                                                                                                                                                                                                                                                    | Tata, Annapurna                                                |
| (ii)    | Spices                                                                                                                                                                                                                                                                                                                                                                                                  | Ganesh, Everest, Shakthi, MDH                                  |
| (iii)   | Ketchup                                                                                                                                                                                                                                                                                                                                                                                                 | Maggi, Kissan, Heinz                                           |
| (iv)    | Oil                                                                                                                                                                                                                                                                                                                                                                                                     | Sundrop, Gold Winner, Saffola                                  |
| (v)     | Ghee                                                                                                                                                                                                                                                                                                                                                                                                    | Jharna, Amul                                                   |
| (vi)    | Pickle                                                                                                                                                                                                                                                                                                                                                                                                  | Priya, Mother's Choice                                         |
| (vii)   | Atta                                                                                                                                                                                                                                                                                                                                                                                                    | Aashirvad, Pillsbury, Annapurna, Ganesh                        |
| (viii)  | Butter                                                                                                                                                                                                                                                                                                                                                                                                  | Amul, Britannia                                                |
| (ix)    | Bread                                                                                                                                                                                                                                                                                                                                                                                                   | Britannia, Modern                                              |
| (x)     | Jam                                                                                                                                                                                                                                                                                                                                                                                                     | Kissan                                                         |
| (xi)    | Paneer                                                                                                                                                                                                                                                                                                                                                                                                  | Amul, Britannia                                                |
| (xii)   | Tea                                                                                                                                                                                                                                                                                                                                                                                                     | Brook bond, Lipton, Red Label, Tata Tea                        |
| (xiii)  | Coffee                                                                                                                                                                                                                                                                                                                                                                                                  | Green label, Bayars, Bru, Nescafe                              |
| (xiv)   | Biscuits                                                                                                                                                                                                                                                                                                                                                                                                | Britannia / Parle / Sunfeast / Kwality                         |
| (xv)    | Ice Creams                                                                                                                                                                                                                                                                                                                                                                                              | MTR/Mother Dairy / Amul/ Kwality                               |
| (xvi)   | Mineral Water                                                                                                                                                                                                                                                                                                                                                                                           | Kinley/Bisleri/Aquafina                                        |
| (xvii)  | Rice                                                                                                                                                                                                                                                                                                                                                                                                    | Sona Masoori, Basmati                                          |
| (xviii) | Pulses/dal                                                                                                                                                                                                                                                                                                                                                                                              | Branded                                                        |
| (xix)   | Papad                                                                                                                                                                                                                                                                                                                                                                                                   | Ganesh, Lijjat                                                 |
| (xx)    | Vegetables/Fruits                                                                                                                                                                                                                                                                                                                                                                                       | Fresh vegetables/fruits only                                   |
| (xxi)   | Beverages                                                                                                                                                                                                                                                                                                                                                                                               | Fanta, Limca, Coca Cola, Pepsi, Mirinda, Thumsup, Maaza, Slice |
| (xxii)  | Chips                                                                                                                                                                                                                                                                                                                                                                                                   | Lays, Kurkure                                                  |
| 3.4.10  | Any addition/change with respect to the above brands at 3.4.9 above should be done only after obtaining prior approval from Officer In-charge.                                                                                                                                                                                                                                                          |                                                                |
| 3.4.11  | Cooking and serving food, snacks to the Guests staying in the Guest House as per requirement. All ingredients for cooking, fuel etc should be provided by the Bidder. The menu to be adopted for serving Guests on rotation basis is as under :-                                                                                                                                                        |                                                                |
| 3.4.12  | The breakfast should comprise of one of the following clusters of items with Coffee/Tea (120ml) or Milk (180ml) (Items to be varied every day):                                                                                                                                                                                                                                                         |                                                                |
|         | ITEMS                                                                                                                                                                                                                                                                                                                                                                                                   | RATE                                                           |
|         | (i) 4 Pcs Roti / Poori -6 Nos. +Vegetable & Pickle<br>(ii) Aloo/Gobi/Paneer Paratha-2 nos + Curd + pickle<br>(iii) Bread toast with butter/Jam - 6 slices<br>(iv) Bread Sandwich- 4 slices<br>(v) Cornflakes served with milk 250 ml & sugar<br>(vi) Bread toast with butter/Jam - 4 slices + one (1) Boiled egg or Omelette one (01) egg pcs                                                           | Rs.40/-                                                        |
| 3.4.13  | The Lunch / Dinner should comprise of the following items :<br>Standard Thali comprising of: -<br>(i) Chapathi /Poori/Paratha - 2 Nos.<br>(ii) Variety Rice- Plain Rice – 125 gms.<br>(iii) Vegetable Gravy (North Indian/Bengali)- 150 gms.<br>(iv) Vegetable Dry or Fried Item (North Indian) – 125 gms.<br>(v) Variety Dal of any one type<br>(vi) Green Salad, Pickle, Papad<br>(vii) Curd- 100 gms | Rs.80/- for Veg Meal                                           |
| 3.4.14  | Normal/black Coffee/Tea(120ml) or Milk (180ml) with/without 02 nos biscuits                                                                                                                                                                                                                                                                                                                             | Tea-Rs.10/-,<br>Coffee-Rs.15/-,<br>Milk- Rs.20/-               |
| 3.4.15  | Packed Water bottle/ any other kind of packaged food item                                                                                                                                                                                                                                                                                                                                               | As per MRP                                                     |

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| 3.4.16 | The Snacks should comprise one of the following cluster of items on rotation basis:<br>(i) Veg Cutlet<br>(ii) Veg Sandwich<br>(iii) Fry– potato/chilly/bread/onion/assorted<br>(iv) Chop– Different types<br>(v) Pakoda – onion/veg/bread<br>(vi) Finger Chips<br>(vii) Omelette (two eggs)<br>Note: The menu mentioned above is not exhaustive.                                                                                                                                                                                                                                                                                                                                                                                          | Rs.15/- per piece<br>Rs.20/- per piece<br>Rs.20/- per 100 gms<br>Rs.15/- per piece<br>Rs.20/- per piece<br>Rs.20/- per 100 gms<br>Rs. 25/- (with one egg – Rs.15/-) |                                                  |                   |                 |       |                   |         |                                                  |             |                    |        |        |              |          |      |              |          |     |                |         |      |         |       |       |                   |         |                   |        |                |          |                   |  |
|--------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|-------------------|-----------------|-------|-------------------|---------|--------------------------------------------------|-------------|--------------------|--------|--------|--------------|----------|------|--------------|----------|-----|----------------|---------|------|---------|-------|-------|-------------------|---------|-------------------|--------|----------------|----------|-------------------|--|
| 3.4.17 | Any other food item not in the above list                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Would be decided on discussion with guest as per local market conditions                                                                                            |                                                  |                   |                 |       |                   |         |                                                  |             |                    |        |        |              |          |      |              |          |     |                |         |      |         |       |       |                   |         |                   |        |                |          |                   |  |
| 3.4.18 | While normally the catering service will be carried out as per the schedule given below, in exceptional cases the same needs to be provided (during day as well as night) beyond the specified timings as per requirement of the Company Guests / Guests and / or on advice of the Officer In-charge.<br>(i) Morning Tea: 06:00 to 06:30 Hrs<br>(ii) Breakfast: 07:30 Hrs to 09:00 Hrs<br>(iii) Lunch: 12:30 Hrs to 14:00 Hrs<br>(iv) Evening Snacks: 17:00 Hrs to 19:00 Hrs<br>(v) Dinner : 20:00 Hrs to 22:00 Hrs                                                                                                                                                                                                                       |                                                                                                                                                                     |                                                  |                   |                 |       |                   |         |                                                  |             |                    |        |        |              |          |      |              |          |     |                |         |      |         |       |       |                   |         |                   |        |                |          |                   |  |
| 3.4.19 | This rate chart for cluster of food items would remain firm for first one year of the contract and thereafter for any upward revision in price for 2 <sup>nd</sup> year onwards, specific approval in writing will be given by the Officer In-Charge after mutual negotiation and review of market rates vis-a-vis stakeholder requirements in this regard.                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                     |                                                  |                   |                 |       |                   |         |                                                  |             |                    |        |        |              |          |      |              |          |     |                |         |      |         |       |       |                   |         |                   |        |                |          |                   |  |
| 3.5    | Uniform to employees deployed                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                     |                                                  |                   |                 |       |                   |         |                                                  |             |                    |        |        |              |          |      |              |          |     |                |         |      |         |       |       |                   |         |                   |        |                |          |                   |  |
| 3.5.1  | The Bidder should ensure that their employees are always dressed in clean and tidy uniforms and in shaved and combed condition while on duty for the said services in BHEL.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                     |                                                  |                   |                 |       |                   |         |                                                  |             |                    |        |        |              |          |      |              |          |     |                |         |      |         |       |       |                   |         |                   |        |                |          |                   |  |
| 3.5.2  | The uniform items (standard quality of reputed make) are to be provided by the Bidder at his own cost for the tenure of the contract once in two years. Bidder shall not recover the cost of uniform from the wages payable to his employees.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                     |                                                  |                   |                 |       |                   |         |                                                  |             |                    |        |        |              |          |      |              |          |     |                |         |      |         |       |       |                   |         |                   |        |                |          |                   |  |
| 3.5.3  | The Bidder would provide following items as part of uniform to his employees under this contract :                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                     |                                                  |                   |                 |       |                   |         |                                                  |             |                    |        |        |              |          |      |              |          |     |                |         |      |         |       |       |                   |         |                   |        |                |          |                   |  |
|        | <table><tr><th>Sl no.</th><th>Items</th><th>Quantity provided</th><th>Time to provide</th></tr><tr><td>(i)</td><td>Terri Cotton Pant</td><td>02 Nos.</td><td rowspan="6">Uniform must be issued at the start of contract.</td></tr><tr><td>(ii)</td><td>Terri cotton Shirt</td><td>02 Nos</td></tr><tr><td>(iii)</td><td>Canvas Shoes</td><td>02 pairs</td></tr><tr><td>(iv)</td><td>Socks(Nylon)</td><td>02 Pairs</td></tr><tr><td>(v)</td><td>Apron (cotton)</td><td>02 Nos.</td></tr><tr><td>(vi)</td><td>Sweater</td><td>01 No</td></tr><tr><td>(vii)</td><td>Disposable Gloves</td><td>01 pair</td><td>Every working Day</td></tr><tr><td>(viii)</td><td>Disposable Cap</td><td>01 piece</td><td>Every Working Day</td></tr></table> | Sl no.                                                                                                                                                              | Items                                            | Quantity provided | Time to provide | (i)   | Terri Cotton Pant | 02 Nos. | Uniform must be issued at the start of contract. | (ii)        | Terri cotton Shirt | 02 Nos | (iii)  | Canvas Shoes | 02 pairs | (iv) | Socks(Nylon) | 02 Pairs | (v) | Apron (cotton) | 02 Nos. | (vi) | Sweater | 01 No | (vii) | Disposable Gloves | 01 pair | Every working Day | (viii) | Disposable Cap | 01 piece | Every Working Day |  |
| Sl no. | Items                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Quantity provided                                                                                                                                                   | Time to provide                                  |                   |                 |       |                   |         |                                                  |             |                    |        |        |              |          |      |              |          |     |                |         |      |         |       |       |                   |         |                   |        |                |          |                   |  |
| (i)    | Terri Cotton Pant                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 02 Nos.                                                                                                                                                             | Uniform must be issued at the start of contract. |                   |                 |       |                   |         |                                                  |             |                    |        |        |              |          |      |              |          |     |                |         |      |         |       |       |                   |         |                   |        |                |          |                   |  |
| (ii)   | Terri cotton Shirt                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 02 Nos                                                                                                                                                              |                                                  |                   |                 |       |                   |         |                                                  |             |                    |        |        |              |          |      |              |          |     |                |         |      |         |       |       |                   |         |                   |        |                |          |                   |  |
| (iii)  | Canvas Shoes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 02 pairs                                                                                                                                                            |                                                  |                   |                 |       |                   |         |                                                  |             |                    |        |        |              |          |      |              |          |     |                |         |      |         |       |       |                   |         |                   |        |                |          |                   |  |
| (iv)   | Socks(Nylon)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 02 Pairs                                                                                                                                                            |                                                  |                   |                 |       |                   |         |                                                  |             |                    |        |        |              |          |      |              |          |     |                |         |      |         |       |       |                   |         |                   |        |                |          |                   |  |
| (v)    | Apron (cotton)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 02 Nos.                                                                                                                                                             |                                                  |                   |                 |       |                   |         |                                                  |             |                    |        |        |              |          |      |              |          |     |                |         |      |         |       |       |                   |         |                   |        |                |          |                   |  |
| (vi)   | Sweater                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 01 No                                                                                                                                                               |                                                  |                   |                 |       |                   |         |                                                  |             |                    |        |        |              |          |      |              |          |     |                |         |      |         |       |       |                   |         |                   |        |                |          |                   |  |
| (vii)  | Disposable Gloves                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 01 pair                                                                                                                                                             | Every working Day                                |                   |                 |       |                   |         |                                                  |             |                    |        |        |              |          |      |              |          |     |                |         |      |         |       |       |                   |         |                   |        |                |          |                   |  |
| (viii) | Disposable Cap                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 01 piece                                                                                                                                                            | Every Working Day                                |                   |                 |       |                   |         |                                                  |             |                    |        |        |              |          |      |              |          |     |                |         |      |         |       |       |                   |         |                   |        |                |          |                   |  |
| 3.5.4  | If the Bidder has colour code for uniform of their concern, the same should be followed. If they do not have any colour code of uniform, the colour code of the shall be as under:<br><table><tr><th>Item</th><th>Colour code</th></tr><tr><td>Pant</td><td>Black</td></tr><tr><td>Shirts</td><td>White</td></tr><tr><td>Apron</td><td>White /Blue</td></tr><tr><td>Shoes</td><td>Black</td></tr><tr><td>Shocks</td><td>Blue</td></tr></table>                                                                                                                                                                                                                                                                                            |                                                                                                                                                                     | Item                                             | Colour code       | Pant            | Black | Shirts            | White   | Apron                                            | White /Blue | Shoes              | Black  | Shocks | Blue         |          |      |              |          |     |                |         |      |         |       |       |                   |         |                   |        |                |          |                   |  |
| Item   | Colour code                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                     |                                                  |                   |                 |       |                   |         |                                                  |             |                    |        |        |              |          |      |              |          |     |                |         |      |         |       |       |                   |         |                   |        |                |          |                   |  |
| Pant   | Black                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                     |                                                  |                   |                 |       |                   |         |                                                  |             |                    |        |        |              |          |      |              |          |     |                |         |      |         |       |       |                   |         |                   |        |                |          |                   |  |
| Shirts | White                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                     |                                                  |                   |                 |       |                   |         |                                                  |             |                    |        |        |              |          |      |              |          |     |                |         |      |         |       |       |                   |         |                   |        |                |          |                   |  |
| Apron  | White /Blue                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                     |                                                  |                   |                 |       |                   |         |                                                  |             |                    |        |        |              |          |      |              |          |     |                |         |      |         |       |       |                   |         |                   |        |                |          |                   |  |
| Shoes  | Black                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                     |                                                  |                   |                 |       |                   |         |                                                  |             |                    |        |        |              |          |      |              |          |     |                |         |      |         |       |       |                   |         |                   |        |                |          |                   |  |
| Shocks | Blue                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                     |                                                  |                   |                 |       |                   |         |                                                  |             |                    |        |        |              |          |      |              |          |     |                |         |      |         |       |       |                   |         |                   |        |                |          |                   |  |
| 3.5.5  | The Bidder should ensure that his employees should use hand gloves with hand towel while serving in the dinning place or room.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                     |                                                  |                   |                 |       |                   |         |                                                  |             |                    |        |        |              |          |      |              |          |     |                |         |      |         |       |       |                   |         |                   |        |                |          |                   |  |
| 3.5.6  | The Bidder should ensure that Cooks and Helpers should use apron, head Gear, Hand gloves etc                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                     |                                                  |                   |                 |       |                   |         |                                                  |             |                    |        |        |              |          |      |              |          |     |                |         |      |         |       |       |                   |         |                   |        |                |          |                   |  |

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|            |                                                                                                                                                                                                                                                                                                                                                                                                           |
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|            | while cooking in the kitchen.                                                                                                                                                                                                                                                                                                                                                                             |
| <b>3.6</b> | <b>Cleaning Services</b>                                                                                                                                                                                                                                                                                                                                                                                  |
| 3.6.1      | Cleaning of kitchen, living rooms and all the toilets at Transit Flats, wash basins in Dining Hall, store, equipments used by bidder will be the responsibility of the bidder at his own cost.                                                                                                                                                                                                            |
| 3.6.2      | Cleaning shall ordinarily be done daily.                                                                                                                                                                                                                                                                                                                                                                  |
| 3.6.3      | Damp moping of titles, vitrified floors, sidewalls, Verandah. The room should be cleaned and wiped using anti-bacterial liquid and use scented wiping at the end.                                                                                                                                                                                                                                         |
| 3.6.4      | The rooms should be sprayed with room fresheners twice a day. Dusting of desk, table, chair and furniture located in the rooms occupied.                                                                                                                                                                                                                                                                  |
| 3.6.5      | Special attention will be paid to the cleaning of wash basin. Through cleaning and sanitization of the toilets, wash basins, mirrors, dustbins and WC facilities using suitable nonabrasive cleaners and disinfections. Biodegradable carry bag must be placed in Dustbins placed in each room. Biodegradable carry bag (small size) must also be kept inside toilet for miscellaneous use of the guests. |
| 3.6.6      | All wash basins, toilet pan should be kept stain free using harpic or equivalent.                                                                                                                                                                                                                                                                                                                         |
| 3.6.7      | All surfaces shall be free of germs, soap mud and smudges at the wash rooms / WCs. Replacement of towels on a daily basis in all the WC facilities.                                                                                                                                                                                                                                                       |
| 3.6.8      | Cleaning of Door mats.                                                                                                                                                                                                                                                                                                                                                                                    |
| 3.6.9      | Naphthalene balls should be supplied sufficiently in the toilets.                                                                                                                                                                                                                                                                                                                                         |
| 3.6.10     | Emptying all waste paper baskets, ashtrays from all rooms and washing or wiping them clean with cloth, replacing plastic waste paper basket linings and returning of items where they were located.                                                                                                                                                                                                       |
| 3.6.11     | All waste, wet and dry from waste paper baskets, kitchen, dining hall etc will be collected and disposed of as per the guidelines every day. Removal of waste to the demarcated area should be done by the Bidder.                                                                                                                                                                                        |
| 3.6.12     | Disposal of garbage on daily basis.                                                                                                                                                                                                                                                                                                                                                                       |
| 3.6.13     | All Indoor Plants should be watered regularly and maintained properly.                                                                                                                                                                                                                                                                                                                                    |
| 3.6.14     | Cleaning of bathroom tiles.                                                                                                                                                                                                                                                                                                                                                                               |
| 3.6.15     | Any other daily cleaning activity as instructed by Officer In-charge.                                                                                                                                                                                                                                                                                                                                     |
| 3.6.16     | All glass doors and windows of the premises would be cleaned using damp and dry method.                                                                                                                                                                                                                                                                                                                   |
| 3.6.17     | Glass tabletops, door partitions and glass accessories would be cleaned using solvent.                                                                                                                                                                                                                                                                                                                    |
| 3.6.18     | Cleaning of photos, sculptures, panels, glass /board partitions etc.                                                                                                                                                                                                                                                                                                                                      |
| 3.6.19     | Wipe/Clean verandahs, corridors with detergents                                                                                                                                                                                                                                                                                                                                                           |
| 3.6.20     | Dusting of venetian blinds.                                                                                                                                                                                                                                                                                                                                                                               |
| 3.6.22     | Dusting of furniture & fixture, fans, windowpanes, grills, etc. Vacuum cleaning wherever required                                                                                                                                                                                                                                                                                                         |
| 3.6.23     | Polishing of brass vases, etc., with brass polish.                                                                                                                                                                                                                                                                                                                                                        |
| 3.6.24     | Cleaning and upkeep of all electronic appliances and kitchen gadgets like Refrigerator, Mixee, Grinder, gas stove, chimney, kitchen utensils, etc.                                                                                                                                                                                                                                                        |
| 3.6.25     | To remove cobwebs from the entire transit flats and from furniture wherever they exist.                                                                                                                                                                                                                                                                                                                   |
| 3.6.26     | Suggestive materials of good quality for cleaning / consumables :-                                                                                                                                                                                                                                                                                                                                        |

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|        | <table><tr><td>SL No.</td><td>Description</td></tr><tr><td>i.</td><td>Table Dusters</td></tr><tr><td>ii.</td><td>Feather Duster</td></tr><tr><td>iii.</td><td>Water Squeezer</td></tr><tr><td>iv.</td><td>White Phenyl</td></tr><tr><td>v.</td><td>Toilet Cleaner ( Harpic / Equivalent)</td></tr><tr><td>vi.</td><td>Air Freshener ( Odonil /equivalent) - 50 gms pack</td></tr><tr><td>vii.</td><td>Hand wash (Dettol/Fem or Equivalent) 500 ml</td></tr><tr><td>viii.</td><td>Soft Broom (555 make or equivalent)</td></tr><tr><td>ix.</td><td>Mopping Cloth</td></tr><tr><td>x.</td><td>Floor Mop</td></tr><tr><td>xi.</td><td>Floor Mop refill</td></tr><tr><td>xii.</td><td>Dry Mop</td></tr><tr><td>xiii.</td><td>Dry Mop refill</td></tr><tr><td>xiv.</td><td>Scrubber ( Scotchbrite or equivalent)</td></tr><tr><td>xv.</td><td>Garbage cover – big – 30 pulls</td></tr><tr><td>xvi.</td><td>Toilet cleaning brush</td></tr><tr><td>xvii.</td><td>Steel Wool 100 gms.</td></tr><tr><td>xviii.</td><td>Vim / Dettol Liquid or equivalent – 225 ml. No.</td></tr><tr><td>xix.</td><td>Toilet Tissue Paper Roll – 350 pulls</td></tr><tr><td>xx.</td><td>Room Freshener - 160 gms (Odonil or equivalent)</td></tr><tr><td>xxi.</td><td>Detergent Power</td></tr><tr><td>xxii.</td><td>Rin Soap or equivalent – 125 Gms</td></tr><tr><td>xxiii.</td><td>Hit – Cockroach &amp; Mosquito –314 ml.</td></tr><tr><td>xxiv.</td><td>Mosquito Repellent refill (Liquid)–Good Knight or equivalent</td></tr></table> | SL No.                           | Description | i.   | Table Dusters                    | ii. | Feather Duster | iii.          | Water Squeezer | iv.        | White Phenyl  | v. | Toilet Cleaner ( Harpic / Equivalent) | vi. | Air Freshener ( Odonil /equivalent) - 50 gms pack | vii. | Hand wash (Dettol/Fem or Equivalent) 500 ml | viii. | Soft Broom (555 make or equivalent) | ix. | Mopping Cloth | x. | Floor Mop | xi. | Floor Mop refill | xii. | Dry Mop | xiii. | Dry Mop refill | xiv. | Scrubber ( Scotchbrite or equivalent) | xv. | Garbage cover – big – 30 pulls | xvi. | Toilet cleaning brush | xvii. | Steel Wool 100 gms. | xviii. | Vim / Dettol Liquid or equivalent – 225 ml. No. | xix. | Toilet Tissue Paper Roll – 350 pulls | xx. | Room Freshener - 160 gms (Odonil or equivalent) | xxi. | Detergent Power | xxii. | Rin Soap or equivalent – 125 Gms | xxiii. | Hit – Cockroach & Mosquito –314 ml. | xxiv. | Mosquito Repellent refill (Liquid)–Good Knight or equivalent |  |
| SL No. | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                  |             |      |                                  |     |                |               |                |            |               |    |                                       |     |                                                   |      |                                             |       |                                     |     |               |    |           |     |                  |      |         |       |                |      |                                       |     |                                |      |                       |       |                     |        |                                                 |      |                                      |     |                                                 |      |                 |       |                                  |        |                                     |       |                                                              |  |
| i.     | Table Dusters                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                  |             |      |                                  |     |                |               |                |            |               |    |                                       |     |                                                   |      |                                             |       |                                     |     |               |    |           |     |                  |      |         |       |                |      |                                       |     |                                |      |                       |       |                     |        |                                                 |      |                                      |     |                                                 |      |                 |       |                                  |        |                                     |       |                                                              |  |
| ii.    | Feather Duster                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                  |             |      |                                  |     |                |               |                |            |               |    |                                       |     |                                                   |      |                                             |       |                                     |     |               |    |           |     |                  |      |         |       |                |      |                                       |     |                                |      |                       |       |                     |        |                                                 |      |                                      |     |                                                 |      |                 |       |                                  |        |                                     |       |                                                              |  |
| iii.   | Water Squeezer                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                  |             |      |                                  |     |                |               |                |            |               |    |                                       |     |                                                   |      |                                             |       |                                     |     |               |    |           |     |                  |      |         |       |                |      |                                       |     |                                |      |                       |       |                     |        |                                                 |      |                                      |     |                                                 |      |                 |       |                                  |        |                                     |       |                                                              |  |
| iv.    | White Phenyl                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                  |             |      |                                  |     |                |               |                |            |               |    |                                       |     |                                                   |      |                                             |       |                                     |     |               |    |           |     |                  |      |         |       |                |      |                                       |     |                                |      |                       |       |                     |        |                                                 |      |                                      |     |                                                 |      |                 |       |                                  |        |                                     |       |                                                              |  |
| v.     | Toilet Cleaner ( Harpic / Equivalent)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                  |             |      |                                  |     |                |               |                |            |               |    |                                       |     |                                                   |      |                                             |       |                                     |     |               |    |           |     |                  |      |         |       |                |      |                                       |     |                                |      |                       |       |                     |        |                                                 |      |                                      |     |                                                 |      |                 |       |                                  |        |                                     |       |                                                              |  |
| vi.    | Air Freshener ( Odonil /equivalent) - 50 gms pack                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                  |             |      |                                  |     |                |               |                |            |               |    |                                       |     |                                                   |      |                                             |       |                                     |     |               |    |           |     |                  |      |         |       |                |      |                                       |     |                                |      |                       |       |                     |        |                                                 |      |                                      |     |                                                 |      |                 |       |                                  |        |                                     |       |                                                              |  |
| vii.   | Hand wash (Dettol/Fem or Equivalent) 500 ml                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                  |             |      |                                  |     |                |               |                |            |               |    |                                       |     |                                                   |      |                                             |       |                                     |     |               |    |           |     |                  |      |         |       |                |      |                                       |     |                                |      |                       |       |                     |        |                                                 |      |                                      |     |                                                 |      |                 |       |                                  |        |                                     |       |                                                              |  |
| viii.  | Soft Broom (555 make or equivalent)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                  |             |      |                                  |     |                |               |                |            |               |    |                                       |     |                                                   |      |                                             |       |                                     |     |               |    |           |     |                  |      |         |       |                |      |                                       |     |                                |      |                       |       |                     |        |                                                 |      |                                      |     |                                                 |      |                 |       |                                  |        |                                     |       |                                                              |  |
| ix.    | Mopping Cloth                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                  |             |      |                                  |     |                |               |                |            |               |    |                                       |     |                                                   |      |                                             |       |                                     |     |               |    |           |     |                  |      |         |       |                |      |                                       |     |                                |      |                       |       |                     |        |                                                 |      |                                      |     |                                                 |      |                 |       |                                  |        |                                     |       |                                                              |  |
| x.     | Floor Mop                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                  |             |      |                                  |     |                |               |                |            |               |    |                                       |     |                                                   |      |                                             |       |                                     |     |               |    |           |     |                  |      |         |       |                |      |                                       |     |                                |      |                       |       |                     |        |                                                 |      |                                      |     |                                                 |      |                 |       |                                  |        |                                     |       |                                                              |  |
| xi.    | Floor Mop refill                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                  |             |      |                                  |     |                |               |                |            |               |    |                                       |     |                                                   |      |                                             |       |                                     |     |               |    |           |     |                  |      |         |       |                |      |                                       |     |                                |      |                       |       |                     |        |                                                 |      |                                      |     |                                                 |      |                 |       |                                  |        |                                     |       |                                                              |  |
| xii.   | Dry Mop                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                  |             |      |                                  |     |                |               |                |            |               |    |                                       |     |                                                   |      |                                             |       |                                     |     |               |    |           |     |                  |      |         |       |                |      |                                       |     |                                |      |                       |       |                     |        |                                                 |      |                                      |     |                                                 |      |                 |       |                                  |        |                                     |       |                                                              |  |
| xiii.  | Dry Mop refill                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                  |             |      |                                  |     |                |               |                |            |               |    |                                       |     |                                                   |      |                                             |       |                                     |     |               |    |           |     |                  |      |         |       |                |      |                                       |     |                                |      |                       |       |                     |        |                                                 |      |                                      |     |                                                 |      |                 |       |                                  |        |                                     |       |                                                              |  |
| xiv.   | Scrubber ( Scotchbrite or equivalent)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                  |             |      |                                  |     |                |               |                |            |               |    |                                       |     |                                                   |      |                                             |       |                                     |     |               |    |           |     |                  |      |         |       |                |      |                                       |     |                                |      |                       |       |                     |        |                                                 |      |                                      |     |                                                 |      |                 |       |                                  |        |                                     |       |                                                              |  |
| xv.    | Garbage cover – big – 30 pulls                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                  |             |      |                                  |     |                |               |                |            |               |    |                                       |     |                                                   |      |                                             |       |                                     |     |               |    |           |     |                  |      |         |       |                |      |                                       |     |                                |      |                       |       |                     |        |                                                 |      |                                      |     |                                                 |      |                 |       |                                  |        |                                     |       |                                                              |  |
| xvi.   | Toilet cleaning brush                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                  |             |      |                                  |     |                |               |                |            |               |    |                                       |     |                                                   |      |                                             |       |                                     |     |               |    |           |     |                  |      |         |       |                |      |                                       |     |                                |      |                       |       |                     |        |                                                 |      |                                      |     |                                                 |      |                 |       |                                  |        |                                     |       |                                                              |  |
| xvii.  | Steel Wool 100 gms.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                  |             |      |                                  |     |                |               |                |            |               |    |                                       |     |                                                   |      |                                             |       |                                     |     |               |    |           |     |                  |      |         |       |                |      |                                       |     |                                |      |                       |       |                     |        |                                                 |      |                                      |     |                                                 |      |                 |       |                                  |        |                                     |       |                                                              |  |
| xviii. | Vim / Dettol Liquid or equivalent – 225 ml. No.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                  |             |      |                                  |     |                |               |                |            |               |    |                                       |     |                                                   |      |                                             |       |                                     |     |               |    |           |     |                  |      |         |       |                |      |                                       |     |                                |      |                       |       |                     |        |                                                 |      |                                      |     |                                                 |      |                 |       |                                  |        |                                     |       |                                                              |  |
| xix.   | Toilet Tissue Paper Roll – 350 pulls                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                  |             |      |                                  |     |                |               |                |            |               |    |                                       |     |                                                   |      |                                             |       |                                     |     |               |    |           |     |                  |      |         |       |                |      |                                       |     |                                |      |                       |       |                     |        |                                                 |      |                                      |     |                                                 |      |                 |       |                                  |        |                                     |       |                                                              |  |
| xx.    | Room Freshener - 160 gms (Odonil or equivalent)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                  |             |      |                                  |     |                |               |                |            |               |    |                                       |     |                                                   |      |                                             |       |                                     |     |               |    |           |     |                  |      |         |       |                |      |                                       |     |                                |      |                       |       |                     |        |                                                 |      |                                      |     |                                                 |      |                 |       |                                  |        |                                     |       |                                                              |  |
| xxi.   | Detergent Power                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                  |             |      |                                  |     |                |               |                |            |               |    |                                       |     |                                                   |      |                                             |       |                                     |     |               |    |           |     |                  |      |         |       |                |      |                                       |     |                                |      |                       |       |                     |        |                                                 |      |                                      |     |                                                 |      |                 |       |                                  |        |                                     |       |                                                              |  |
| xxii.  | Rin Soap or equivalent – 125 Gms                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                  |             |      |                                  |     |                |               |                |            |               |    |                                       |     |                                                   |      |                                             |       |                                     |     |               |    |           |     |                  |      |         |       |                |      |                                       |     |                                |      |                       |       |                     |        |                                                 |      |                                      |     |                                                 |      |                 |       |                                  |        |                                     |       |                                                              |  |
| xxiii. | Hit – Cockroach & Mosquito –314 ml.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                  |             |      |                                  |     |                |               |                |            |               |    |                                       |     |                                                   |      |                                             |       |                                     |     |               |    |           |     |                  |      |         |       |                |      |                                       |     |                                |      |                       |       |                     |        |                                                 |      |                                      |     |                                                 |      |                 |       |                                  |        |                                     |       |                                                              |  |
| xxiv.  | Mosquito Repellent refill (Liquid)–Good Knight or equivalent                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                  |             |      |                                  |     |                |               |                |            |               |    |                                       |     |                                                   |      |                                             |       |                                     |     |               |    |           |     |                  |      |         |       |                |      |                                       |     |                                |      |                       |       |                     |        |                                                 |      |                                      |     |                                                 |      |                 |       |                                  |        |                                     |       |                                                              |  |
| 3.7    | Provision of Toiletries /Bath Kit & News Paper at bidder's cost                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                  |             |      |                                  |     |                |               |                |            |               |    |                                       |     |                                                   |      |                                             |       |                                     |     |               |    |           |     |                  |      |         |       |                |      |                                       |     |                                |      |                       |       |                     |        |                                                 |      |                                      |     |                                                 |      |                 |       |                                  |        |                                     |       |                                                              |  |
| 3.7.1  | Placement of Bath / Toilet Kit comprising of following, for each guest on arrival, at bidder's own cost.<br>(i) Soap (Lux Soap or equivalent) (minimum 10 gms) – One Piece<br>(ii) Shampoo Sachet (minimum 4 ml) – one Piece for every day.<br>(iii) Tooth Brush (not costing less than Rs.10) – One Piece<br>(iv) Tooth Paste (not costing less than Rs. 5) –one Piece                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                  |             |      |                                  |     |                |               |                |            |               |    |                                       |     |                                                   |      |                                             |       |                                     |     |               |    |           |     |                  |      |         |       |                |      |                                       |     |                                |      |                       |       |                     |        |                                                 |      |                                      |     |                                                 |      |                 |       |                                  |        |                                     |       |                                                              |  |
| 3.7.2  | Placement of one set of Newspaper in Hindi, English & Bengali at bidder's own cost.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                  |             |      |                                  |     |                |               |                |            |               |    |                                       |     |                                                   |      |                                             |       |                                     |     |               |    |           |     |                  |      |         |       |                |      |                                       |     |                                |      |                       |       |                     |        |                                                 |      |                                      |     |                                                 |      |                 |       |                                  |        |                                     |       |                                                              |  |
| 3.8    | Laundry Services                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                  |             |      |                                  |     |                |               |                |            |               |    |                                       |     |                                                   |      |                                             |       |                                     |     |               |    |           |     |                  |      |         |       |                |      |                                       |     |                                |      |                       |       |                     |        |                                                 |      |                                      |     |                                                 |      |                 |       |                                  |        |                                     |       |                                                              |  |
| 3.8.1  | The Bidder shall ensure regular laundry services for guests, for which payment shall be collected from Guests at actual as per market rate.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                  |             |      |                                  |     |                |               |                |            |               |    |                                       |     |                                                   |      |                                             |       |                                     |     |               |    |           |     |                  |      |         |       |                |      |                                       |     |                                |      |                       |       |                     |        |                                                 |      |                                      |     |                                                 |      |                 |       |                                  |        |                                     |       |                                                              |  |
| 3.8.2  | The bidder shall ensure Laundry Services for used Bed Sheets, Pillow Covers, Towels, Bed Covers at own cost.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                  |             |      |                                  |     |                |               |                |            |               |    |                                       |     |                                                   |      |                                             |       |                                     |     |               |    |           |     |                  |      |         |       |                |      |                                       |     |                                |      |                       |       |                     |        |                                                 |      |                                      |     |                                                 |      |                 |       |                                  |        |                                     |       |                                                              |  |
| 3.8.3  | Bidder should ensure cleanliness of following items at own cost: <table><tr><td>Sl no.</td><td>Item</td><td>Suggestive frequency of Cleaning</td></tr><tr><td>i.</td><td>Curtains</td><td>Once in month</td></tr><tr><td>ii.</td><td>Sofa Cover</td><td>Once in month</td></tr></table>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                  | Sl no.      | Item | Suggestive frequency of Cleaning | i.  | Curtains       | Once in month | ii.            | Sofa Cover | Once in month |    |                                       |     |                                                   |      |                                             |       |                                     |     |               |    |           |     |                  |      |         |       |                |      |                                       |     |                                |      |                       |       |                     |        |                                                 |      |                                      |     |                                                 |      |                 |       |                                  |        |                                     |       |                                                              |  |
| Sl no. | Item                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Suggestive frequency of Cleaning |             |      |                                  |     |                |               |                |            |               |    |                                       |     |                                                   |      |                                             |       |                                     |     |               |    |           |     |                  |      |         |       |                |      |                                       |     |                                |      |                       |       |                     |        |                                                 |      |                                      |     |                                                 |      |                 |       |                                  |        |                                     |       |                                                              |  |
| i.     | Curtains                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Once in month                    |             |      |                                  |     |                |               |                |            |               |    |                                       |     |                                                   |      |                                             |       |                                     |     |               |    |           |     |                  |      |         |       |                |      |                                       |     |                                |      |                       |       |                     |        |                                                 |      |                                      |     |                                                 |      |                 |       |                                  |        |                                     |       |                                                              |  |
| ii.    | Sofa Cover                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Once in month                    |             |      |                                  |     |                |               |                |            |               |    |                                       |     |                                                   |      |                                             |       |                                     |     |               |    |           |     |                  |      |         |       |                |      |                                       |     |                                |      |                       |       |                     |        |                                                 |      |                                      |     |                                                 |      |                 |       |                                  |        |                                     |       |                                                              |  |
| 3.8.4  | Bidder should arrange dry cleaning of Blankets once in every quarter. Actual charges of dry cleaning will be reimbursed by BHEL.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                  |             |      |                                  |     |                |               |                |            |               |    |                                       |     |                                                   |      |                                             |       |                                     |     |               |    |           |     |                  |      |         |       |                |      |                                       |     |                                |      |                       |       |                     |        |                                                 |      |                                      |     |                                                 |      |                 |       |                                  |        |                                     |       |                                                              |  |
| 4.0    | Other Terms and Conditions                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                  |             |      |                                  |     |                |               |                |            |               |    |                                       |     |                                                   |      |                                             |       |                                     |     |               |    |           |     |                  |      |         |       |                |      |                                       |     |                                |      |                       |       |                     |        |                                                 |      |                                      |     |                                                 |      |                 |       |                                  |        |                                     |       |                                                              |  |
| 4.1    | The following items / accessories will be provided by BHEL for execution of the Contract to the bidder.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                  |             |      |                                  |     |                |               |                |            |               |    |                                       |     |                                                   |      |                                             |       |                                     |     |               |    |           |     |                  |      |         |       |                |      |                                       |     |                                |      |                       |       |                     |        |                                                 |      |                                      |     |                                                 |      |                 |       |                                  |        |                                     |       |                                                              |  |
| 4.1.1  | Bed linen, Pillow covers, Blankets, Towels, sofa covers, Carpets, Curtains, Mattress, Cots/Beds in sufficient numbers for which inventory shall be handed over to the bidder on the day of start of contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                  |             |      |                                  |     |                |               |                |            |               |    |                                       |     |                                                   |      |                                             |       |                                     |     |               |    |           |     |                  |      |         |       |                |      |                                       |     |                                |      |                       |       |                     |        |                                                 |      |                                      |     |                                                 |      |                 |       |                                  |        |                                     |       |                                                              |  |
| 4.1.2  | Utensils and crockeries                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                  |             |      |                                  |     |                |               |                |            |               |    |                                       |     |                                                   |      |                                             |       |                                     |     |               |    |           |     |                  |      |         |       |                |      |                                       |     |                                |      |                       |       |                     |        |                                                 |      |                                      |     |                                                 |      |                 |       |                                  |        |                                     |       |                                                              |  |
| 4.1.3  | Flower Vases and flowers in all rooms and halls during guests stay. Flowers should be fresh and should not be more than 03 days old.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                  |             |      |                                  |     |                |               |                |            |               |    |                                       |     |                                                   |      |                                             |       |                                     |     |               |    |           |     |                  |      |         |       |                |      |                                       |     |                                |      |                       |       |                     |        |                                                 |      |                                      |     |                                                 |      |                 |       |                                  |        |                                     |       |                                                              |  |

Job: RUNNING AND MAINTENANCE OF THREE NUMBER BHEL TRANSIT FLATS  
AT GOLF GREEN MULTISTORIED APARTMENT ASSOCIATION, KOLKATA – 700095

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| 4.1.4 | Telephone: Two numbers P&T STD/non STD Telephone line will be provided by BHEL for use of BHEL officials / guests boarding there. Rent for the same will be borne by BHEL. The contractor shall ensure official utility of the same and the telephone is working condition at all times. The contractor shall contact P&T authorities for attending complaints of the said telephone connections.                                                                                                                                      |
| 4.1.5 | FUEL: Two empty LPG cylinders & one Gas burning stove (in working condition). Filling of LPG gas, repair & service of Gas burning stove are at vendor scope.                                                                                                                                                                                                                                                                                                                                                                           |
| 4.1.6 | Fitting and fixtures in Room, Dining space, Bath Room.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 4.2   | All equipment and items handed over to the agency shall remain at the risk and in the charge of the Bidder. The Bidder shall be responsible for any loss or damage thereto, arising from any cause other than the accepted wear and tear due to use and shall return the same in its proper condition at the time of expiry of the contract. An inventory of these items will be made out and signed by the Bidder and BHEL's representative. BHEL will absorb the damage incurred due to natural wear and tear.                       |
| 4.3   | Civil and Electrical maintenance of the Transit Flat shall be in the scope of BHEL.                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 4.4   | No alcohol shall be served in the Transit Flat.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 4.5   | All eatables shall be served at Common Dining Hall. Used crockery, empty bottles etc shall be collected back from the tables / room immediately.                                                                                                                                                                                                                                                                                                                                                                                       |
| 4.6   | The used cups, saucers, tea pots, utensils are to be washed with good quality utensils cleaning agents. Used utensils / bowls are to be additionally washed in hot water.                                                                                                                                                                                                                                                                                                                                                              |
| 4.7   | The dining hall, kitchen and working place shall be maintained in clean and hygienic conditions.                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 4.8   | Tea leaves, leftover food will be collected in proper waste bins and disposed of immediately.                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 4.9   | Only meals and light refreshment, including tea, coffee and other soft drinks shall be made available on payment to the guest(s). Prior to checking out from the Transit Flats, bidder staffs should ensure collection of the dues from the guests.                                                                                                                                                                                                                                                                                    |
| 4.10  | BHEL shall supply all fixtures, furniture and linen items required for the use of occupants. BHEL shall also provide crockery, utensils and cutlery as required. The Bidder shall be responsible for proper maintenance and up-keep of the furniture, fixtures, linens, crockery, and cutlery and all other property entrusted to them at the item of handling over or from time to time during the contract period and shall keep proper account of the same and return the same in good condition at the end of the contract period. |
| 4.11  | Electricity will be supplied for the Transit Flat at BHEL's cost                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 4.12  | The Bidder shall maintain Gas oven Burner for cooking purpose at all time.                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 4.13  | No alternation, partition, addition and /or improvisation in the Flat and fixture of the Transit Flat will be permitted without prior approval of Officer Incharge.                                                                                                                                                                                                                                                                                                                                                                    |
| 4.14  | Unauthorized person and anti-social elements shall not be permitted entry / accommodation in the Transit Flats. Any lapse in this regard will be the sole responsibility of the Bidder and may lead to action, as deemed fit by the management including short closure of the contract, in addition to action under law of the land.                                                                                                                                                                                                   |
| 4.15  | No political activity / meeting is permitted inside Transit Flats.                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 4.16  | Any abnormal / undesirable incident in the Transit Flat will have to be informed to the Officer in-charge immediately.                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 4.17  | No accommodation will be provided to the Bidder's Employees.                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 4.18  | Personal Laundry charges for the guests are to be collected extra by the Bidder from the guests.                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 4.19  | Before bidding, the agency shall visit, assess and understand the site to have better clarity of job.                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 4.20  | Suggestive equipment /tools to be arranged by Bidder within quoted rates for execution of the contract:<br>(i) Vacuum Cleaner for Cleaning of Transit Flat<br>(ii) Food Process / Grinder<br>(iii) Micro Oven<br>(iv) Grill Toaster<br>(v) Point-of-Sale (PoS) Machines (for billing amount other than guest's room rent charge <sup>#</sup> )<br>(# Guest's room rent charge will be collected through PoS machine of BHEL)                                                                                                           |
| 4.21  | The Bidder shall not appoint any sub-contractor to carry out his obligations under the contract.                                                                                                                                                                                                                                                                                                                                                                                                                                       |

Job: RUNNING AND MAINTENANCE OF THREE NUMBER BHEL TRANSIT FLATS  
AT GOLF GREEN MULTISTORIED APARTMENT ASSOCIATION, KOLKATA – 700095

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| <b>5.0</b> | <b>STATUTORY OBLIGATIONS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 5.1        | The following statutory regulations/acts should be strictly adhered to by the Bidder during the execution of contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 5.1.1      | The Contract Labour (Abolition & Regulations) Act, 1970                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 5.1.2      | The Payment of Wages Act, 1936                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 5.1.3      | The Provident Fund and Miscellaneous Provisions Act, 1952                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 5.1.4      | The Employees' State Insurance Act, 1948                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 5.1.5      | The Minimum Wages Act, 1948                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 5.1.6      | Miscellaneous: BHEL will neither be responsible for any accident, death or injury to bidder's employees which might happen during the course of their duty nor be responsible/ liable to pay damage or compensation to such persons. The Bidder would keep BHEL indemnified against all claims which may be made under Employees' Compensation Act, 1923 or any statutory modifications thereof or otherwise for or in respect of any damages or compensation payable in consequence of any accident or injury sustained by any of its employees or other person whose entry into BHEL's premises has been authorized by the bidder. Similarly, if any damage to any other person/persons at the premises or buildings of BHEL owned Flats, is attributable to the Bidder, such damages should be made good by the Bidder. The Bidder will also be responsible for appropriate insurance coverage of their employees. Any payment to be made by BHEL to the statutory authority due to non-adherence of the stipulated norms should be borne by the Bidder. |
| <b>6.0</b> | <b>Suggestive Manpower of Transit Flats, Group Personal Accident Insurance Policy (GPA) &amp; Environment, Health and Safety</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 6.1        | 02 nos. (Two) Unskilled worker                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 6.2        | 01 no. (One) Cook (Semi Skilled Worker)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 6.3        | Supervisor for managing all issues related to total transit flat operations                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 6.4        | The Unskilled workers should have at least 4-5 years' experience in the area of Transit Flats Maintenance specially housekeeping and caretaking of the various guest house/transit flat activities. They should understand Bengali, Hindi and English.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 6.5        | The cook should have at least 4-5 years cooking experience and should be well versed in cooking Bengali, South Indian, North Indian and Chinese Cuisine.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 6.6        | The Supervisor should have at least 2-3 years' experience in their area of subject work.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 6.7        | Age of the bidder engaged staff's should be <b>within 18-60 years</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 6.8        | The Bidder, apart from ESI Coverage of his employees, shall arrange to take Group Personal Accident Insurance Policy (GPA) which provides for the payment of certain amount for Death or Disablement of person employed by him under this contract due to an accident. The minimum amount of Sum Insured (Capital Sum Insured) shall be Rupees Three Lakh only (Rs. 300000.00) per person insured. The GPA shall be designed in such a manner that it covers risk on 24 hours basis during the contract period. <b>The cost for arranging GPA through IRDA shall be borne by the Bidder.</b> It should be taken within 15 days after commencement of the service.                                                                                                                                                                                                                                                                                                                                                                                           |
| 6.9        | The Bidder shall at his own cost, shall ensure medical checkup for communicable diseases of his employees /staff engaged (clause 6.1 & 6.2) under the contract. Accordingly, the bidder has to submit medical certificate(s) along with copies of the following Diagnostic Tests in the start of contract and start of second year of the contract: <ul style="list-style-type: none"> <li>(i) LFT</li> <li>(ii) Haemogram with ESR</li> <li>(iii) X-ray Chest (PA)</li> <li>(iv) RE Urine</li> <li>(v) Widal Test</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 6.10       | The Bidder along with his employees must be well acquainted with the cleanliness and disposition of excess food/wastes as per the Rules of Municipal Corporation of the locality.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 6.11       | No employee of the Bidder shall be allowed to perform duty with illness/fever/ contiguous diseases. Covid protocol is to be maintained as per Govt. norms.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 6.12       | The Bidder through its supervisor should ensure cleanliness and hygiene of the utensils and working place.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 6.13       | In case any unwanted spot/wastes are noticed in utensils, alternative lunch / tea has to be                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |

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|            | arranged by the Bidder, for which no extra payment shall be made by BHEL.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |        |           |     |                                            |      |                       |       |                    |      |                                                                                                  |     |                           |      |                          |       |                                                  |        |                     |
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| 6.14       | The Bidder shall keep clean and maintain hygienic condition the allotted places for preparation, washing, distribution and serving.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |        |           |     |                                            |      |                       |       |                    |      |                                                                                                  |     |                           |      |                          |       |                                                  |        |                     |
| <b>7.0</b> | <b>Billing Cycle and documents:-</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |        |           |     |                                            |      |                       |       |                    |      |                                                                                                  |     |                           |      |                          |       |                                                  |        |                     |
| 7.1        | <p>The contract price shall be inclusive of all applicable taxes, duties &amp; levies etc but exclusive GST. The payment shall be made in Indian currency only by Account Payee cheque /RTGS. Payment will be made on monthly basis and it will be released within 60 (Sixty) days after receipt of bill where GST payment would be released to the vendor upon compliance of following :-</p> <ul style="list-style-type: none"> <li>i) Tenderer declaring GST Invoice in his GSTR-1 and the same is available to BHEL in FORM GSTR-2A/2B electronically through the common portal.</li> <li>ii) Confirmation of payment of GST thereon by Tenderer on GSTN Portal</li> <li>iii) Confirmation of full GST Credit to BHEL</li> </ul> <p>Above is subject to receipt of goods / service and tax invoice thereof along with vendor declaring invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL.</p> |        |           |     |                                            |      |                       |       |                    |      |                                                                                                  |     |                           |      |                          |       |                                                  |        |                     |
| 7.2        | The first monthly and 13 <sup>th</sup> monthly running bill will be released only on submission of copy of Personal Accident Insurance Policy and medical tests showing the number / name of the persons insured under the policy along with other relevant documents.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |        |           |     |                                            |      |                       |       |                    |      |                                                                                                  |     |                           |      |                          |       |                                                  |        |                     |
| 7.3        | <p>The Bidder shall required to submit the copy of following documents along with monthly bill : -</p> <table border="1"> <thead> <tr> <th>Sl No.</th><th>Documents</th></tr> </thead> <tbody> <tr> <td>(i)</td><td>Copy of Master Roll for employees deployed</td></tr> <tr> <td>(ii)</td><td>Copy of Wage Register</td></tr> <tr> <td>(iii)</td><td>Copy of wage Slips</td></tr> <tr> <td>(iv)</td><td>Copy of other Registers under the Contract Labour (Regulation and Abolition) Central Rules, 1971</td></tr> <tr> <td>(v)</td><td>Copy of ECR of PF and ESI</td></tr> <tr> <td>(vi)</td><td>Copy of PF &amp; ESI Challan</td></tr> <tr> <td>(vii)</td><td>Copy of attendance and Leave record of the month</td></tr> <tr> <td>(viii)</td><td>Copy of GST Receipt</td></tr> </tbody> </table>                                                                                                                                      | Sl No. | Documents | (i) | Copy of Master Roll for employees deployed | (ii) | Copy of Wage Register | (iii) | Copy of wage Slips | (iv) | Copy of other Registers under the Contract Labour (Regulation and Abolition) Central Rules, 1971 | (v) | Copy of ECR of PF and ESI | (vi) | Copy of PF & ESI Challan | (vii) | Copy of attendance and Leave record of the month | (viii) | Copy of GST Receipt |
| Sl No.     | Documents                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |        |           |     |                                            |      |                       |       |                    |      |                                                                                                  |     |                           |      |                          |       |                                                  |        |                     |
| (i)        | Copy of Master Roll for employees deployed                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |        |           |     |                                            |      |                       |       |                    |      |                                                                                                  |     |                           |      |                          |       |                                                  |        |                     |
| (ii)       | Copy of Wage Register                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |        |           |     |                                            |      |                       |       |                    |      |                                                                                                  |     |                           |      |                          |       |                                                  |        |                     |
| (iii)      | Copy of wage Slips                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |        |           |     |                                            |      |                       |       |                    |      |                                                                                                  |     |                           |      |                          |       |                                                  |        |                     |
| (iv)       | Copy of other Registers under the Contract Labour (Regulation and Abolition) Central Rules, 1971                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |        |           |     |                                            |      |                       |       |                    |      |                                                                                                  |     |                           |      |                          |       |                                                  |        |                     |
| (v)        | Copy of ECR of PF and ESI                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |        |           |     |                                            |      |                       |       |                    |      |                                                                                                  |     |                           |      |                          |       |                                                  |        |                     |
| (vi)       | Copy of PF & ESI Challan                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |        |           |     |                                            |      |                       |       |                    |      |                                                                                                  |     |                           |      |                          |       |                                                  |        |                     |
| (vii)      | Copy of attendance and Leave record of the month                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |        |           |     |                                            |      |                       |       |                    |      |                                                                                                  |     |                           |      |                          |       |                                                  |        |                     |
| (viii)     | Copy of GST Receipt                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |        |           |     |                                            |      |                       |       |                    |      |                                                                                                  |     |                           |      |                          |       |                                                  |        |                     |
| <b>8.0</b> | <b>Wage Payment &amp; Other Reimbursement :</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |        |           |     |                                            |      |                       |       |                    |      |                                                                                                  |     |                           |      |                          |       |                                                  |        |                     |
| 8.1        | BHEL would reimburse the following wages for the 02 no's unskilled workers and 01 no. Semi-skilled Cook on production of the requisite documents.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |        |           |     |                                            |      |                       |       |                    |      |                                                                                                  |     |                           |      |                          |       |                                                  |        |                     |
| 8.1.1      | Reimbursement of <b>Minimum Wage inclusive of VDA</b> as notified and revised by State of West Bengal from time to time for each category of workers as indicated in 8.1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |        |           |     |                                            |      |                       |       |                    |      |                                                                                                  |     |                           |      |                          |       |                                                  |        |                     |
| 8.1.2      | Reimbursement of House Rent Allowance (HRA) @ 5% on <b>Minimum Wage inclusive of VDA</b> as indicated in 8.1.1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |        |           |     |                                            |      |                       |       |                    |      |                                                                                                  |     |                           |      |                          |       |                                                  |        |                     |
| 8.1.3      | Reimbursement of <b>Special Allowance</b> @Rs. 3128/- per month for Unskilled workers and @Rs.3441/- per month for semi-skilled worker.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |        |           |     |                                            |      |                       |       |                    |      |                                                                                                  |     |                           |      |                          |       |                                                  |        |                     |
| 8.1.4      | <p>Reimbursement of employers' liabilities towards payment of Contributions and Administrative Charges under (i) Employees' State Insurance Act, 1948 and (ii) Employees' Provident Funds and Miscellaneous Provision Act, 1952 for the manpower supplied under clause 8.1 will be made at actual on applicable rates under relevant statutes. The current rate of (i) Employer's Contribution towards under Employees' State Insurance Act, 1948 is 3.25% of the wages payable and (ii) Employer's Contribution and Administrative Charges thereof under the Employees' Provident Funds and Miscellaneous Provision Act, 1952 are 12%, 0.5% &amp; 0.5% for Provident Fund, Admin Charges on Provident Fund &amp; Employees Deposit Linked Insurance respectively.</p> <p>PF &amp; EDLI would be calculated on Minimum Wage inclusive of VDA as indicated in 8.1.1 &amp; ESI as per applicable rule.</p>                                 |        |           |     |                                            |      |                       |       |                    |      |                                                                                                  |     |                           |      |                          |       |                                                  |        |                     |
| 8.1.5      | <p>Reimbursement of Ex-Gratia /Bonus at the minimum rate i.e. 8.33% under the Payment of Bonus Act, 1965. Reimbursement shall be made on completion of first year of the contract, second year of contract and end of the extended contract (if any).</p> <p>Calculation would be on Minimum Wage inclusive of VDA as indicated in 8.1.1</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |        |           |     |                                            |      |                       |       |                    |      |                                                                                                  |     |                           |      |                          |       |                                                  |        |                     |
| 8.1.6      | The Bidder shall seek written approval of BHEL before making payment of Rate of Ex- Gratia/ Bonus to his workers deployed under the contract. BHEL may give approval for Ex-Gratia / Bonus to be made as such rate within the limits under the Payment of Bonus Act, 1965 based on                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |        |           |     |                                            |      |                       |       |                    |      |                                                                                                  |     |                           |      |                          |       |                                                  |        |                     |

**Job: RUNNING AND MAINTENANCE OF THREE NUMBER BHEL TRANSIT FLATS  
AT GOLF GREEN MULTISTORIED APARTMENT ASSOCIATION, KOLKATA – 700095**

|        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
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|        | performance of Bidder in execution of the contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 8.1.7  | Reimbursement of leave to workers shall be made at the end of every year during the contract at the rate of one day for every Ten mandays' working or 2.5 days in a month whichever is lesser. Calculation would be on Minimum Wage inclusive of VDA as indicated in 8.1.1 on the basis of last month's prorated rate.                                                                                                                                                                                                                                                                                                                                                      |
| 8.1.8  | Reimbursement of Contract Closing Benefits to workers shall equal to 15 days average pay for every completed year of contract or any part thereof in excess of six months (period falls more than six months and less than one year will be treated as one year for the calculation purpose).<br><br>Calculation would be on Minimum Wage inclusive of VDA as indicated in 8.1.1 on the basis of average of last three month's prorated rate.                                                                                                                                                                                                                               |
| 8.1.9  | Service charges as per agreed quotation and would be applied on sl. no. 8.1 to sl. no. 8.1.8. The Service charge rate will remain firm during the tenure of the contract period and its extension period, if any.                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 8.1.10 | The Bidder has to arrange his own finance for carrying out the job including other financial obligations involved in arrangement of payment to his employees and their uniforms, suggestive equipment / tools, raw materials & ingredients, LPG Gas refill, repair and maintenance of Gas burner etc. and all other aspects of bidder responsibilities during the tenure of this contract.                                                                                                                                                                                                                                                                                  |
| 8.1.11 | No mobilization advance will be paid to the Bidder by BHEL under this contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 8.1.12 | Wages of supervisor would remain with Bidder scope i.e. BHEL will not reimburse any other wages except as indicated 8.1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 8.2    | Price Variation: Hike in the Minimum Wages and related other pay and allowances therein would be allowed.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 8.3    | The following items shall also be paid / reimbursed along with the quoted service charge based on production of supporting bills/ Proof :-                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 8.3.1  | Cost of Annual Maintenance Charges for RO Water Filtration Machines.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 8.3.2  | Cost of Annual Recharge of DTH/Cable TV Charges.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 8.3.3  | Cost of Dry cleaning Charges of Blankets.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 8.3.4  | Cost of Food and Room Charges for company guests i.e the VIP guests whom BHEL Administration specially would issue advice to bidder for special care/hospitality.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 8.3.5  | Cost of maintenance of Refrigerator, Washing machine or any other BHEL equipment, if requisitioned by BHEL.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 8.3.6  | Cost of Pencil Batteries for TV Remotes, Watches & Call bell etc.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 8.3.7  | Cost of Tube lights, night lamps and other electrical/electronic items/gadgets repair or replacement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 9.0    | <b>TERMS OF PAYMENT:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 9.1    | The successful bidder shall submit the bill/invoice on monthly basis (Wages bill in line with Clause no. 8.1 to 8.3.7 plus Service Charge along with any other bills as per tender terms and conditions), which shall be duly verified, checked by concerned BHEL Official for releasing of payment.<br><br>Payment shall be made within 60 working days from the receipt of complete GST complaint invoice.                                                                                                                                                                                                                                                                |
| 9.2    | All payment shall be made in Indian currency and by RTGS/NEFT only.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 9.3    | The contract price shall be inclusive of all applicable taxes, duties & levies but exclusive GST. GST as shown in Tax invoice shall be release subject to fulfillment of following conditions: -<br>iv) Tenderer declaring GST Invoice in his GSTR-1 and the same is available to BHEL in FORM GSTR-2A/2B electronically through the common portal.<br>v) Confirmation of payment of GST thereon by Tenderer on GSTN Portal<br>vi) Confirmation of full GST Credit to BHEL<br>Above is subject to receipt of goods / service and tax invoice thereof along with Tenderer declaring invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL |
| 10.0   | <b>TAXES, DUTIES ETC:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 10.1   | All taxes excluding GST with applicable cess (mentioned elsewhere in the Tender) but including, Charges, Royalties, any State or Central Levy and other Taxes for materials if any obtained for the work and for the execution of the contract shall be borne by the Contractor and shall not be                                                                                                                                                                                                                                                                                                                                                                            |

Job: RUNNING AND MAINTENANCE OF THREE NUMBER BHEL TRANSIT FLATS  
AT GOLF GREEN MULTISTORIED APARTMENT ASSOCIATION, KOLKATA – 700095

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|       | payable extra by BHEL.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 10.2  | Any increase in the above at any stage during execution including extension of the contract, if any, shall have to be borne by the contractor. Quoted/ accepted rates/ price shall be inclusive of all such requirements.                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 10.3  | GST with applicable Cess, legally leviable & payable by the successful Contractor as per GST Law, shall be paid extra by BHEL. Hence, Contractor shall not include GST with applicable Cess in their quoted price.                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 10.4  | The successful Contractor shall furnish proof of GST registration with GSTN Portal covering the services under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by the successful Contractor on BHEL for this project/ work.                                                                                                                                                                                                                                                                                                                                                                                           |
| 10.5  | Since GST on output will be paid by BHEL separately as enumerated above, Contractor's quoted rates/ price should be after considering the Input Credit under GST law at their end.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 10.6  | TDS under Income Tax shall be deducted at prevailing rates on gross invoice value from the running bills unless exemption certificate from the appropriate authority/ authorities is furnished.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 10.7  | TDS under GST (if/ as & when applicable later) shall be deducted at applicable rates on gross invoice value from the running bills. However as on date no TDS under GST is applicable.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 10.8  | Contractor shall note that the GST Tax Invoice complying with GST Invoice Rules (Section 31 of GST Act & Rules referred there under) wherein the 'Bill To' details shall be as per following.<br><b>BHEL GSTN – 19AAACB4146P1ZC</b><br>NAME – BHARAT HEAVY ELECTRICALS LIMITED<br>ADDRESS – BHEL Bhavan, DJ-9/1, Sector - II, Saltlake, Kolkata - 700091.                                                                                                                                                                                                                                                                                                                            |
| 10.9  | Contractor to intimate immediately on the day of removal of Goods (in case of any supply of goods) to BHEL along with all relevant details and a scanned copy of Tax Invoice through following communication mode for enabling BHEL to meet its GST related compliances<br><br>Portal Address – Shall be intimated later.<br>and<br>Email Address – Shall be intimated later<br>In case of delay in submission of the abovementioned documents on the date of dispatch, BHEL may incur penalty /interest for not adhering to Invoicing Rules under GST Law. The same will be liable to be recovered from the successful Contractor, if such delay is attributable to the Contractor. |
| 10.10 | In case of raising any Supplementary Tax Invoice (Debit / Credit Note) Contractor shall issue the same containing all the details as referred to in Section 34 read with Section 31 of GST Act & Rules referred there under.                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 10.11 | Contractor shall Comply with the Time limit prescribed under the GST Law and rules thereof for raising of the tax invoice. If any supply of goods is applicable, Contractor shall also ensure prompt delivery of Goods after dispatch.                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 10.12 | Contractor shall note that in case GST credit is delayed/ denied to BHEL due to delayed / non receipt of goods and /or tax invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons attributable to the Contractor, GST amount shall be recoverable from the Contractor along with interest levied / leviable on BHEL, as the case may be.                                                                                                                                                                                                                                                                                                |
| 10.13 | Contractor shall upload the Invoices raised on BHEL in GSTR-1 within the prescribed time as given in the GST Act. Contractor shall note that in case of delay in declaring such invoice in your return and GST credit availed by BHEL is denied or reversed subsequently as per GST Law , GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from the Contractor along with interest levied / leviable on BHEL.                                                                                                                                                                                                                                   |
| 10.14 | Way Bill: Successful Contractor shall arrange way bill / e-waybill for any transfer of goods for the execution of the contract. The Contractor has to make their own arrangement at their cost for completing the formalities, if required, with Issuing Authorities, for bringing materials, plants & machinery at site for execution of the works under this contract, Road Permit/ Way Bill, if required, shall be arranged by the contractor and BHEL will not supply any Road Permit/ Way Bill for this purpose.                                                                                                                                                                |
| 10.15 | Any new taxes & duties, if imposed subsequent to the due date of offer submission as per NIT & TCN, by statutory authority during contract period (including extensions for which delay is not attributable to the Contractor), shall be reimbursed by BHEL on production of relevant supporting                                                                                                                                                                                                                                                                                                                                                                                     |

**Job: RUNNING AND MAINTENANCE OF THREE NUMBER BHEL TRANSIT FLATS  
AT GOLF GREEN MULTISTORIED APARTMENT ASSOCIATION, KOLKATA – 700095**

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|             | document to the satisfaction of BHEL. However, Contractor shall obtain prior approval from BHEL before depositing any such new taxes and duties. Benefits and/or abolition of all existing taxes must be passed on to BHEL against new taxes, if any, introduced at a later date.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 10.16       | The total charges payable will be rounded off to the nearest full rupee value.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 10.17       | Income Tax & IT on GST shall be deducted at source as applicable under relevant Act / Law.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>11.0</b> | <b>Penalty</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 11.1        | <p>All contractual obligations will be strictly enforced. Deductions will be made for poor services like</p> <ul style="list-style-type: none"> <li>(i) Using substandard materials</li> <li>(ii) Absenteeism</li> <li>(iii) Refusal to perform the duty assigned</li> <li>(iv) Not maintaining the Guest House/Flats in presentable condition.</li> <li>(v) Allowing unauthorized persons to stay in the Guest House/Flats.</li> <li>(vi) Lending BHEL assets to any outsider</li> <li>(vii) Misbehaving of your personnel with neighbors, Apartment Association, etc.</li> <li>(viii) Misuse of telephones and other facilities</li> <li>(ix) Unauthorizedly leaving the Guest House/Flats.</li> <li>(x) Delay in carrying out the assignment</li> <li>(xi) Damages caused to BHEL assets</li> <li>(xii) Misappropriating the money entrusted to your personnel</li> <li>(xiii) Intercepting the belongings of the occupants in their absence and pilfering or stealing goods, etc.</li> <li>(xiv) Disobeying the Guests.</li> <li>(xv) Any other issue/shortcomings other than the above as occasion demands as decided by the BHEL Representative.</li> </ul> <p>Note: The personnel posted by the Bidder committing any misappropriation/mistake should be replaced immediately on communication of such incident from BHEL.</p> |
| 11.2        | In case of non-performance or poor services by the Bidder, BHEL may, at its discretion, recover Liquidated Damages upon recommendation of Officer Incharge.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 11.3        | In the event of appeal, the decision of Head of Human Resource, BHEL, PSER, Kolkata shall be final and binding upon the Bidder. The quantum of Penalty shall be levied and deducted from the bill as under :                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 11.3.1      | Rs. 10/- (Rupees Ten only) per day per man, limited to Rs. 260/- per month per man, if a man deployed by the Bidder is not wearing shoes while on duty.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 11.3.2      | Rs. 02/- (Rupees Two only) per day per man, limited to Rs. 52/- per month per man, if a man deployed by the Bidder is not wearing Gloves while on duty.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 11.3.3      | Rs. 02/- (Rupees Two only) per day per man, limited to Rs. 52/- per month per man, if a man deployed by the Bidder is not wearing Cap / head gear while on duty.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 11.3.4      | 05/- (Rupees Five only) per day per man, limited to Rs. 130/- per month per man, if a man deployed by the Bidder is not wearing Apron while on duty.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 11.3.5      | Rs. 10/- (Rupees Ten only) per day per man, limited to Rs. 260/- per month per man, if a man deployed by the Bidder is not wearing prescribed Shirt while on duty.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 11.3.6      | Rs. 10/- (Rupees Ten only) per day per man, limited to Rs. 260/- per month per man, if a man deployed by the Bidder is not wearing prescribed Pant while on duty.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 11.3.7      | Rs 500/- (Rupees Five Hundred only) per instance for not using cleaning materials as per prescribed in the scope of work.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 11.3.8      | Rs.240/- (Rupees Two Hundred Forty only) per day for non-compliance of Laundry requirement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 11.3.9      | Rs. 100/- (Rupees One Hundred only) per instance for non-reporting of malfunctioning of electrical appliances.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 11.3.10     | Rs. 500/- (Rupees Five Hundred only) per instance for non-disposal of waste /garbage.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 11.3.11     | Rs. 5000/- (Rupees Five Thousand only) per instance for complaints of misbehavior or negligence on part of Bidder's employees, if substantiated or found true.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 11.3.12     | Rs. 1000/- (Rupees One Thousand only) per instance of non-deployment /short deployment of manpower.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 11.3.13     | Rs. 1000/- (Rupees One Thousand only) for every Seven days or its part thereof delay to disburse wages to its employees by the bidder with respect to the prescribed date as notified by                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

Job: RUNNING AND MAINTENANCE OF THREE NUMBER BHEL TRANSIT FLATS  
AT GOLF GREEN MULTISTORIED APARTMENT ASSOCIATION, KOLKATA – 700095

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|         | appropriate Govt. Wages shall be paid on a working days within seven days of the end of the wage-period. This is without prejudice to any other option available before BHEL under any of the terms and conditions under the contract, as well as the provisions of the Contract Labour (Regulation and Abolition) Act, 1970. |
| 11.3.14 | Rs. 20/- (Rupees Twenty only) for each day of delay in case of failure of Bidder to provide Vacuum Cleaner, Microwave oven, toaster, grinder etc as indicated in Sl.no. 4.20 beyond 15 days after commencement of the works.                                                                                                  |
| 11.3.15 | Rs. 20/- (Rupees Twenty only) for each day of delay in case of failure of Bidder to carry out tests as indicated in Sl.no. 6.9 beyond 15 days after commencement of the works. Medical test report should be submitted within 20 days after commencement of the works.                                                        |
| 11.3.16 | Monthly Penalty shall not exceed 10% of monthly Charge.                                                                                                                                                                                                                                                                       |
| 11.3.17 | A Penalty of 200% of the Premium shall be levied and deducted from the second monthly / RA bill, if BHEL is forced to arrange Group Personal Accident Insurance Policy (GPA) on behalf of Bidder for his employees.                                                                                                           |
| 11.3.18 | A Penalty of 200% of the cost shall be incurred and deducted from the second monthly / RA bill, if BHEL is forced to arrange Medical tests on behalf of Bidder for his employees.                                                                                                                                             |

**PART-H (FORMS AND PROCEDURES)****PROFORMA OF BANK GUARANTEE (in lieu of CONTRACT EXECUTION/SECURITY DEPOSIT)**

In consideration of the Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at BHEL House, Siri Fort, Asiad, New Delhi – 110049 through its Unit at Bharat Heavy Electricals Limited, Power Sector Eastern Region, BHEL Bhawan, Plot No 9/1, DJ Block, Sector-II, Salt lake City, Kolkata – 700091 having agreed to exempt (Name of the Vendor / Contractor / Supplier) having its registered office at \_\_\_\_\_<sup>1</sup> (hereinafter called the said Contractor which term includes supplier), from demand under the terms and conditions of the Contract reference No. \_\_\_\_\_<sup>2</sup> dated \_\_\_\_\_<sup>2</sup> valued at Rs. ....<sup>2</sup> ( Rupees -----)<sup>2</sup> for <Nature of the Work><sup>3</sup> (hereinafter called the said Contract) of Security Deposit for the due fulfilment by the said contractor of the terms and conditions contained in the said Contract, on production of a Bank Guarantee for Rs. \_\_\_\_\_<sup>4</sup> (Rupees \_\_\_\_\_ only), we \_\_\_\_\_ (indicate the name and address of the Bank) having its Head Office at \_\_\_\_\_ (address of the head Office) (hereinafter referred to as the Bank) at the request of \_\_\_\_\_ [Name of Contractor(s)] do hereby undertake to pay to the Employer an amount not exceeding Rs. \_\_\_\_\_ in the event of any breach by the said Contractor(s) of any of the terms and conditions contained in the said Contract.

We, \_\_\_\_\_ (indicate the name of the Bank), do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Employer. 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. \_\_\_\_\_.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto 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 Contractor(s) shall have no claim against us for making such payment. We, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claim satisfied or discharged or till \_\_\_\_\_<sup>5</sup> or till the office/Department/Division of Bharat Heavy Electricals Limited certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said contractor(s) and also including the satisfactory performance of the equipment during guarantee period and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the \_\_\_\_\_<sup>6</sup>, (3 months more than the present date of validity of Bank Guarantee) we shall be discharged from all the liability under this guarantee thereafter.

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960 फ़ोन/Phone : बोर्ड/EPABX : 23398220

We, \_\_\_\_\_ (indicate the name of the Bank) further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said contractor(s) 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 contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said contractor(s) 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.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

We, ..... BANK 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 ..... <sup>7</sup>
- b) This Guarantee shall be valid up to ..... <sup>8</sup>
- c) Unless the Bank is served a written claim or demand on or before ..... <sup>9</sup> (3 months more than the present date of validity of Bank Guarantee) 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, \_\_\_\_\_ (indicate the name of the Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

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

Date \_\_\_\_\_ Day of \_\_\_\_\_

for \_\_\_\_\_ (indicate the name of the Bank)

(Signature of Authorised signatory)

<sup>1</sup> NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER .

<sup>2</sup> DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

<sup>3</sup> PROJECT/SUPPLY DETAILS

<sup>4</sup> BG AMOUNT IN FIGURES AND WORDS

<sup>5</sup> VALIDITY DATE

<sup>6</sup> DATE OF EXPIRY OF CLAIM PERIOD

<sup>7</sup> BG AMOUNT IN FIGURES AND WORDS.

<sup>8</sup> VALIDITY DATE

<sup>9</sup> DATE OF EXPIRY OF CLAIM PERIOD

**Note:**

1. Units are advised that expiry of claim period may be kept 2/3 months after validity date.

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फैक्स/Fax : (033) 23211960 फ़ोन/Phone : बोर्ड/EPABX : 23398220

**2. In Case of Bank Guarantees submitted by Foreign Vendors-**

**a. From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India)** can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.

**b. From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)**

**b.1** In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank (BHEL's Consortium Bank). It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.

**b.2** In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.

**b.3** The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). In case, of Foreign Vendors, the BG Format provided to them should clearly specify the same.

**b.4** The BG should clearly specify that the demand or other document can be presented in electronic form.

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**LIST OF CONSORTIUM BANKS FOR BANK GUARANTEE**

| List of Consortium Banks * |                           |                     |                                                       |
|----------------------------|---------------------------|---------------------|-------------------------------------------------------|
| Nationalised Banks         |                           | Nationalised Banks  |                                                       |
| 1                          | Allahabad bank            | 19                  | Vijaya Bank                                           |
| 2                          | Andhra bank               | Public Sector Banks |                                                       |
| 3                          | Bank of Baroda            | 20                  | IDBI                                                  |
| 4                          | Canara Bank               | Foreign banks       |                                                       |
| 5                          | Corporation bank          | 21                  | CITI Bank N.A                                         |
| 6                          | Central bank              | 22                  | Deutsche Bank AG                                      |
| 7                          | Indian Bank               | 23                  | The Hongkong and Shanghai Banking Corporation Limited |
| 8                          | Indian Oversea Bank       | 24                  | Standard Chartered Bank                               |
| 9                          | Oriental bank of Commerce | 25                  | J P Morgan                                            |
| 10                         | Punjab National Bank      |                     |                                                       |
| 11                         | Punjab & Sindh Bank       | Private banks       |                                                       |
| 12                         | State Bank of India       | 26                  | Axis Bank                                             |
| 13                         | State Bank of Hyderabad   | 27                  | The Federal Bank Limited                              |
| 14                         | Syndicate Bank            | 28                  | HDFC                                                  |
| 15                         | State Bank of Travancore  | 29                  | Kotak Mahindra Bank                                   |
| 16                         | UCO Bank                  | 30                  | ICICI                                                 |
| 17                         | Union Bank of India       | 31                  | Indusind Bank                                         |
| 18                         | United Bank of India      | 32                  | Yes Bank                                              |

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**RTGS FORMAT**

**Form for getting payment through RTGS (Real Time Gross Settlement)**

01. NAME OF VENDOR
02. ADDRESS
03. VENDOR'S BANK A/C NAME
04. VENDOR'S BANK A/C NO.
05. NAME OF BANK
06. NAME OF BRANCH
07. BRANCH PH. NO.
08. CITY
09. IFSC CODE OF THE BRANCH

THE CHARGES IF ANY FOR PAYMENT THROUGH RTGS MAY BE RECOVERED FROM THE BILL SUBMITTED BY US.

SIGNATURE OF AUTHORISED REPRESENTATIVE  
OF VENDOR WITH DATE & SEAL

CONFIRMATION BY BANKER WITH  
OFFICE SEAL

**Note: Incorrect information will create accounting complications and payment  
Will be delayed**

**RTGS DETAILS OF BHEL-PSER FOR NEFT BY  
BIDDER/CONTRACTOR**

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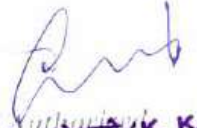
POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960 फ़ोन/Phone : बोर्ड/EPABX : 23398220

Form for getting payment through RTGS (Real Time Gross Settlement)

01. Name of Vendor **BHARAT HEAVY ELECTRICALS LTD.**  
 02. Address **~~BHEL~~ BHEL HOUSE, SIRI FORT, N.DELHI**  
 03. Vendors Bank A/c Name **BHARAT HEAVY ELECTRICALS LTD.**  
 04. Vendors Bank A/c No. **11107800029**  
 05. Name of Bank **STATE BANK OF INDIA**  
 06. Name of Branch **COMMERCIAL BR., SALT LAKE, SECTOR-V**  
 07. Branch Phone No. **KOLKATA**  
 08. City **033-23575666**  
 09. IFSC Code of the Branch **KOLKATA**  
**SBIN 0004289**

The charges if any for payment through RTGS may be recovered from the Bill submitted by us.

Signature of   
 के. के. कोआरी / K. K. Coari  
 Representative (वित्त) / Dy. General Manager (Fin)  
 बी. एच. ई. एल. : पी.एस.ई.आर. : कोलकाता - 700 091  
 BHEL:PSER / Kolkata-700 091

Confirmation by Banker   
 with office seal 

Note : Incorrect information will create Accounting complications and payment will be delayed

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