



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(VII):012:(ENQ:25:PP:0015:PUR:10) Date 27/05/2025.	
ii	BROAD SCOPE OF JOB	"RUNNING AND MAINTENANCE OF THREE NUMBER BHEL TRANSIT FLATS AT GOLF GREEN MULTISTORIED APARTMENT ASSOCIATION, KOLKATA-700095 FOR TWO YEARS".	
iii	ISSUE OF TENDER DOCUMENTS	a) <i>Online through e-procurement platform at (https://eprocurebhel.co.in)</i> b) In BHEL website (www.bhel.com & CPP Portal): For tender view purpose only Start date of the tender: 27/05/2025	1. <i>Applicable</i> 2. <i>Applicable</i>
iv	DUE DATE & TIME OF OFFER SUBMISSION	<i>Date: 03/06/2025, Time: 14-00 Hrs. IST (Offer to be submitted online only through e-procurement platform at https://eprocurebhel.co.in)</i>	<i>Applicable</i>
v	TECHNO-COMMERCIAL BID OPENING OF TENDER	<i>Date: 03/06/2025, Time: 16-30 Hrs. IST (online only through e-procurement platform at https://eprocurebhel.co.in, participating bidders may witness the same online only)</i>	<i>Applicable</i>
vi	EMD AMOUNT	--	<i>Not Applicable</i>
vii	COST OF TENDER	--	<i>Not Applicable</i>
viii	LAST DATE FOR SEEKING CLARIFICATION	<i>Date: 30/05/2025 (UP TO 11:00 Hrs. IST)</i>	<i>Applicable</i>
ix	SCHEDULE OF PRE BID DISCUSSION (PBD)	If any, shall be intimated through Tender Change Notice (TCN)	<i>Not Applicable</i>
x	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)	--	<i>Not Applicable</i>

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 (www.bhel.com →Tender Notifications →View Corrigendum & CPP Portal →Tender Notice & E-PROCUREMENT PORTAL https://eprocurebhel.co.in). Bidders to keep themselves updated with all such information.	<i>Shall be intimated to bidder</i>
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

or for any difficulty in downloading the tender from internet website, they should contact this office (Engineer, Purchase, or SDGM, Purchase Phone no. 033-2339 8261/8220). 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) – Not Applicable for this Tender.

However, 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.

3.0 This is an E-tender floated online through our E-Procurement Site <https://eprocurebhel.co.in>. The bidder should respond by submitting their offer online only in our e-Procurement platform at <https://eprocurebhel.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
TECHNICAL OFFER	1.Scanned copy of Covering letter of offer (To be attached in relevant Attachment section) 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 relevant Attachment section). 3. Scanned copy of Techno-Commercial Offer (To be attached in relevant Attachment section) 4. Duly filled all annexures except price & unpriced format (To be attached in relevant Attachment section). 5. Copy of records notes of Pre-Bid Conference, if applicable/ pre-bid MOM. (To be attached in relevant Attachment section) 6. Copy of Tender change notice (TCN), if applicable (To be attached in relevant Attachment section) 7. All supporting documents/ Annexures etc. as applicable (To be attached in relevant Attachment section). 8. No deviation certificate in bidder's letterhead as per format given in Tender (To be attached in relevant Attachment section).
PRE-QUALIFICATION PART	9. Pre-qualifying documents with all credentials as per tender. (To be attached in relevant Attachment section)
UNPRICED PRICE BID	10. Price schedule – Unpriced but mentioning only quoted / unquoted against each item as per tender. (To be attached in Unpriced bid Attachment section)
PRICE BID	11. Duly filled in Price Schedule as per tender. (To be attached in price bid Attachment section) Any other document uploaded in the price bid, apart from tendered Price schedule, shall not be taken into cognizance for evaluation of offer.

SPECIAL NOTE:

- 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, as applicable).
- 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, as appl.).
- 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) 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 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 under suspension as also the offers of the bidders, who engage the services of the firms debarred across BHEL, shall be rejected. The list of firms debarred across BHEL is available on BHEL web site www.bhel.com.

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

1.1 Commitment by BHEL:

BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

1.2 Commitment by Bidder/ Supplier/ Contractor:

1.2.1 The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

1.2.2 The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

1.2.3 The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage 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 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 19.07.2024 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/16052025/G6PRER4T2HMD

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

- a) they have controlling partner (s) in common; or
- b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
- c) they have the same legal representative/agent for purposes of this bid; or
- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
- e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid, or
- f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:
 - 1. The principal manufacturer directly or through one Indian agent on his behalf; and
 - 2. Indian/foreign agent on behalf of only one principal,or
- g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or
- h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business. "

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

35.0 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 - Annexure-I
- 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://eprocure.gov.in> . As such, all the bidders are requested to be in continuous touch with these websites.

for BHARAT HEAVY ELECTRICALS LTD.

ENGINEER (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 23398261, 23398220, 23211690
	FAX no.	033-23211960
	E-mail ID	anima@bhel.in , a_sarkar@bhel.in
NIC E- PROCUREMENT PORTAL	<p>For E-PROCUREMENT ASSISTANCE & TRAINING, NIC HELPDESK CONTACTS AS PER FOLLOWING: -</p> <p>For any technical related queries please call at 24 x 7 Help Desk Number 0120-4001 002</p> <p>0120-4200 462</p> <p>0120-4001 005</p> <p>0120-6277 787</p> <p>Email Support 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 - support-eproc@nic.in</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 FOR TWO YEARS".

E-Tender No: PSER:PUR:HR:121(VII):012:(ENQ:25:PP:0015:PUR:10) Date 27/05/2025.

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 FOR TWO YEARS".

E-Tender No: PSER:PUR:HR:121(VII):012:(ENQ:25:PP:0015:PUR:10) Date 27/05/2025.

SL. NO.	CRITERIA
1.0	(a) BIDDER SHOULD HAVE AVERAGE ANNUAL TURNOVER OF MINIMUM RS.4.34 LAKHS DURING THE LAST 03 (THREE) FINANCIAL YEARS, ENDING ON 31.03.2024 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 FIVE FINANCIAL YEARS PRECEDING THE PRESENT (I.E. 2019-20, 2020-21, 2021-22, 2022-23 & 2023-24). BIDDERS TO SUBMIT AUDITED BALANCE SHEET AND PROFIT & LOSS STATEMENT FOR THE YEAR AS SUPPORTING DOCUMENTS. (c) IN CASE AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT HAS NOT BEEN SUBMITTED FOR ALL THREE YEARS INDICATED ABOVE AT 1.0 (a) 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	BIDDER SHOULD HAVE SUCCESSFULLY EXECUTED SIMILAR WORKS (I.E. RUNNING AND MAINTENANCE OF GUEST HOUSE / TRANSIT FLATS / HOUSEKEEPING / CANTEEN SERVICE) AT LEADING PSU/STATE GOVERNMENTS/ CENTRAL GOVERNMENT/REPUTED COMPANIES/ FIRMS FOR ATLEAST ONE YEAR IN A SINGLE CONTRACT IN THE LAST 07 YEARS, ENDING ON THE LATEST DUE DATE OF SUBMISSION OF OFFER. THE TOTAL EXECUTED VALUE FOR THE AFORESAID CONTRACT SHALL NOT BE LESS THAN RS.5.8 LAKHS.
NOTE FOR SL. NO. 2.0 ABOVE: THE WORD "EXECUTED" MEANS, BIDDER SHOULD HAVE ACHIEVED THE EXECUTED VALUE CRITERIA SPECIFIED ABOVE EVEN IF THE CONTRACT HAS NOT BEEN COMPLETED OR CLOSED.	
3.0	BIDDER SHOULD HAVE VALID PAN.
4.0	CONSORTIUM/ JV BIDDING NOT ALLOWED FOR THIS TENDER.
5.0	BIDDER MUST NOT BE UNDER BANKRUPTCY CODE PROCEEDINGS (IBC) BY NCLT OR UNDER LIQUIDATION / BIFR, WHICH WILL RENDER HIM INELIGIBLE FOR PARTICIPATION IN THIS TENDER, AND SHALL SUBMIT UNDERTAKING TO THIS EFFECT.
NOTE	
1.0	RELEVANT SUPPORTING DOCUMENTS FOR ALL ABOVE MUST BE SUBMITTED.
2.0	AFTER SATISFACTORY FULFILLMENT OF ALL THE ABOVE CRITERIA, OFFER SHALL BE CONSIDERED FOR FURTHER EVALUATION AS PER NIT AND ALL OTHER TERMS OF THE TENDER.

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	27/05/2025
ii)	TENDER DOWNLOAD CLOSING ON	03/06/2025 AT 14:00 HRS. IST
iii)	LAST DATE OF SEEKING CLARIFICATIONS	30/05/2025 UP TO 11:00 HRS. IST
iv)	PRE-BID DISCUSSION (IF REQUIRED) ON	N.A.
v)	LAST DATE OF SUBMISSION OF OFFER	03/06/2025 UP TO 14:00 HRS. IST
vi)	DATE OF TECHNO-COMMERCIAL BID OPENING	03/06/2025 AT 16:30 HRS. IST

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 30/05/2025 (UP TO 11:00 HRS. IST) OR AFTER PRE-BID DISCUSSION (IF TAKES PLACE) SHALL BE ENTERTAINED BY BHEL.

ENCLOSURES: -

- i) SCOPE & SPECIAL CONDITIONS OF CONTRACT: (ANNEXURE-I: 14 PAGES)
- ii) GENERAL CONDITIONS OF CONTRACT (GCC) – SERVICE (12 PAGES)
- iii) NO DEVIATION CERTIFICATE AS PER PRESCRIBED FORMAT (ANNEXURE-IV)
- iv) PRE-QUALIFICATION CRITERIA (ANNEXURE-V)
- v) DECLARATION OF THE BIDDERS (ANNEXURE-VI)
- vi) DECLARATION OF RELATED FIRMS AND THEIR AREA OF ACTIVITIES (ANNEXURE-VII)
- vii) PRICE SCHEDULE
- viii) GENERAL TERMS & CONDITIONS OF REVERSE AUCTION (PART – D)
- ix) FORMAT FOR BANK GUARANTEE FOR PERFORMANCE SECURITY
- x) FORMAT FOR PROFORMA OF BANK GUARANTEE (in lieu of SECURITY DEPOSIT)
- xi) RTGS FORMAT (REAL TIME GROSS SETTLEMENT)
- xii) SUSPENSION OF BUSINESS DEALING WITH SUPPLIERS/CONTRACTORS - ANNEXURE-A
- xiii) FORMAT FOR CERTIFICATE BY CHARTERED ACCOUNTANT ON LETTER HEAD - ANNEXURE-B
- xiv) BANKRUPTCY/ LIQUIDATION UNDERTAKING-ANNEXURE-C
- xv) FORMAT FOR DECLARATION FOR RELATION IN BHEL
- xvi) FORMAT FOR SEEKING CLARIFICATION
- xvii) FORMAT FOR DETAILS OF BIDDER
- xviii) FORM-1 (FORMAT FOR LOCAL CONTENT)
- xix) FORM-2
- xx) 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

ENGINEER (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 FOR TWO YEARS".

01. I,hereby certify that all the information and data furnished by me with regard to this E-Tender No. PSER:PUR:HR:121(VII):012:(ENQ:25:PP:0015:PUR:10) Date 27/05/2025 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 FOR TWO YEARS".

E-Tender No.: PSER:PUR:HR:121(VII):012:(ENQ:25:PP:0015:PUR:10) Date 27/05/2025.

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 online 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 RA, the techno-commercially qualified H1 will not be allowed to participate in RA. In case more than one H1 bidder quote the same rate, the Price Offer received last, as per the time log of the Portal, shall be removed first, on the principle of last in, first out by the system.
However, H1 will be allowed to participate in RA in the following cases:
 - a) *If number of techno-commercially qualified bidders are only 2 or 3.*
 - b) *In case Primary product of only one OEM is left in contention for participation in RA on elimination of H1.*
 - c) *For cases where there are more than 3 techno-commercially qualified bidders, if lowest bidder in sealed price bid is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE lowest bidder.*
 - d) *For cases where there are more than 3 techno-commercially qualified bidders, if lowest bidder in sealed price bid is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII lowest bidder.*

NAME OF JOB: RUNNING AND MAINTENANCE OF THREE NUMBER BHEL TRANSIT FLATS AT GOLF GREEN MULTISTORIED APARTMENT ASSOCIATION, KOLKATA – 700095 FOR TWO YEARS.

SCOPE & SPECIAL CONDITIONS OF CONTRACT

Following are the scope, special terms and conditions of the contract.

1.0	SCOPE OF WORK
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 guest's strength would likely to be around 2000 nos. (-/+ 10%) (number of days X guests per day) in 24 months.
2.0	COMMENCEMENT OF WORK & CONTRACT PERIOD
2.1	<u>Commencement of Work:</u> The successful bidder shall commence the work within 05 (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	<u>Contract Period:</u> The duration of contract will be for 02 (Two) years from the date of commencement of work.
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 Authority of BHEL, provided there is no price downward trend. Extension cannot be treated as matter of rights.
3.0	RESPONSIBILITIES OF THE BIDDER
3.1	Reception Services - 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 In-charge Transit Flats / Officer In-charge 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 In-charge.
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 In-charge 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 point-of-sale (POS) Machines.

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

3.1.15	All payment from the guests should preferably be collected through Bidder's owned point-of-sale (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.
3.2	Maintenance / Operation
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 In-charge 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.
3.3	Readiness of Room for Guests
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 (Three) 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.
3.4	Catering Services
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 Company Guests 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.

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

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:																																																																						
	<table> <tr> <th>SL. NO.</th><th>ITEM</th><th>BRAND OR ITS EQUIVALENT</th></tr> <tr> <td>(i)</td><td>Salt</td><td>Tata, Annapurna</td></tr> <tr> <td>(ii)</td><td>Spices</td><td>Ganesh, Everest, Shakthi, MDH</td></tr> <tr> <td>(iii)</td><td>Ketchup</td><td>Maggi, Kissan, Heinz</td></tr> <tr> <td>(iv)</td><td>Oil</td><td>Sundrop, Gold Winner, Saffola</td></tr> <tr> <td>(v)</td><td>Ghee</td><td>Jharna, Amul</td></tr> <tr> <td>(vi)</td><td>Pickle</td><td>Priya, Mother's Choice</td></tr> <tr> <td>(vii)</td><td>Atta</td><td>Aashirvad, Pillsbury, Annapurna, Ganesh</td></tr> <tr> <td>(viii)</td><td>Butter</td><td>Amul, Britannia</td></tr> <tr> <td>(ix)</td><td>Bread</td><td>Britannia, Modern</td></tr> <tr> <td>(x)</td><td>Jam</td><td>Kissan</td></tr> <tr> <td>(xi)</td><td>Paneer</td><td>Amul, Britannia</td></tr> <tr> <td>(xii)</td><td>Tea</td><td>Brook bond, Lipton, Red Label, Tata Tea</td></tr> <tr> <td>(xiii)</td><td>Coffee</td><td>Green label, Bayars, Bru, Nescafe</td></tr> <tr> <td>(xiv)</td><td>Biscuits</td><td>Britannia / Parle / Sunfeast / Kwality</td></tr> <tr> <td>(xv)</td><td>Ice Creams</td><td>MTR/Mother Dairy / Amul/ Kwality</td></tr> <tr> <td>(xvi)</td><td>Mineral Water</td><td>Kinley/ Bisleri/ Aquafina</td></tr> <tr> <td>(xvii)</td><td>Rice</td><td>Sona Masoori, Basmati</td></tr> <tr> <td>(xviii)</td><td>Pulses/dal</td><td>Branded</td></tr> <tr> <td>(xix)</td><td>Papad</td><td>Ganesh, Lijjat</td></tr> <tr> <td>(xx)</td><td>Vegetables/Fruits</td><td>Fresh vegetables/fruits only</td></tr> <tr> <td>(xxi)</td><td>Beverages</td><td>Fanta, Limca, Coca Cola, Pepsi, Mirinda, Thumsup, Maaza, Slice</td></tr> <tr> <td>(xxii)</td><td>Chips</td><td>Lays, Kurkure</td></tr> </table>		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
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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) Bread toast with butter/Jam - 2 slices and Cornflakes served with milk 250 ml & sugar (Provision to made for Every Day).	Rs.60/- per items																																																																					
	(ii) Bread toast with butter/Jam - 4 slices + [1 Pcs Banana or one (1) Boiled egg or Omelette one (01) egg pcs.] (Provision to made for Every Day).																																																																						
	(iii) Bread Sandwich (Veg) / French Toast (4 Pcs) with 2 pcs Egg - 4 slices + Tomato Sauce (Provision to made for Every Day).																																																																						
	(iv) 4 Pcs Roti / Poori - 6 Nos. + Vegetable & Pickle (Monday & Thursday).																																																																						
	(v) Aloo/Gobi/Paneer Paratha - 2 nos. + Curd + Pickle (Wednesday & Friday).																																																																						
	(vi) Idli + Sambhar + Coconut Chatni – 04 Pcs. (Tuesday & Saturday).																																																																						
	(vii) Masala Dosa + Sambhar + Coconut Chatni – 02 Pcs. (Sunday).																																																																						

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

3.4.13	The Lunch / Dinner should comprise of the following items: Standard Thali comprising of: (i) Chapathi/ Poori/ Paratha (ii) Variety Rice - Plain Rice – 125 gms. (iii) Vegetable Gravy (North Indian/Bengali) - 150 gms. (iv) Vegetable Dry or Fried Item (North Indian) – 125 gms. (v) Variety Dal of any one type (vi) Green Salad, Pickle, Papad (vii) Curd- 100 gms.	Rs.100/- for Veg Meal																															
3.4.14	Normal/black Coffee/Tea(120ml) or Milk (180ml) with/without 02 nos. biscuits.	Tea - Rs.10/-, Coffee - Rs.15/- Milk - Rs.20/-																															
3.4.15	Packed Water bottle/ any other kind of packaged food item.	As per M.R.P.																															
3.4.16	The Snacks should comprise one of the following cluster of items on rotation on requirement basis: (i) Veg Cutlet (ii) Veg Sandwich (iii) Fry– potato/chilly/bread/onion/assorted (iv) Chop– Different types (v) Pakoda – onion/veg/bread - 4 pcs (vi) French fries (vii) Omelette (two eggs) Note: The menu mentioned above is not exhaustive.	Rs.15/- per piece Rs.20/- per piece Rs.20/- per 100 gms Rs.15/- per piece Rs.40/- per piece Rs.30/- per 100 gms 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. (i) Morning Tea: 06:00 Hrs. to 06:30 Hrs. (ii) Breakfast: 07:30 Hrs. to 09:00 Hrs. (iii) Lunch: 12:30 Hrs. to 14:00 Hrs. (iv) Evening Snacks: 17:00 Hrs. to 19:00 Hrs. (v) Dinner: 20:00 Hrs. to 22:00 Hrs.																																
3.4.19	This rate chart for cluster of food items would remain firm throughout the contract period.																																
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
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3.5.4	<p>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 same shall be as under:</p> <table border="1"> <tr> <th>ITEM</th><th>COLOUR CODE</th></tr> <tr> <td>Pant</td><td>Black</td></tr> <tr> <td>Shirts</td><td>Light Blue</td></tr> <tr> <td>Apron</td><td>White</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	Light Blue	Apron	White	Shoes	Black	Shocks	Blue
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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. while cooking in the kitchen.												
3.6	Cleaning Services												
3.6.1	Cleaning of kitchen, living rooms and all the toilets at Transit Flats, wash basins in Dining Hall, store, equipment's 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. Thorough cleaning and sanitization of the toilets, wash basins, mirrors, dustbins and WC facilities using suitable non-abrasive 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.												
3.6.21	Dusting of furniture & fixture, fans, windowpanes, grills, etc. Vacuum cleaning wherever required.												
3.6.22	Polishing of brass vases, etc., with brass polish.												
3.6.23	Cleaning and upkeep of all electronic appliances and kitchen gadgets like Refrigerator, Mixer, Grinder, gas stove, chimney, kitchen utensils, etc.												
3.6.24	To remove cobwebs, from the entire transit flats and from furniture wherever they exist.												

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3.6.25	Suggestive materials of good quality for cleaning / consumables:		
	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, Tea/Coffee Kit 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. (i) Soap (Lux Soap or equivalent) (minimum 10 gms.) – One Piece and thereafter on demand maximum one piece per/day. (ii) Shampoo Sachet (minimum 4 ml) – one Piece for every day. (iii) Coconut Oil – Small sachet - One Piece and thereafter on demand maximum one piece per/day. (iv) Tooth Brush (not costing less than MRP Rs.10) – One Piece. (v) Tooth Paste (not costing less than MRP Rs. 5) – One Piece. (vi) Standard Comb with handle for adult - One Piece. (vii) Shaving Kit (One pouch Shaving Cream and one Razor) - One Piece and thereafter on demand maximum one piece per/day.		
3.7.2	Placement of one set of Newspaper in Hindi, English & Bengali at bidder's own cost.		
3.7.3	Hand Wash in Bathroom & Wash Basin Area in Dispenser.		
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:		
	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 and shall be reimbursed by BHEL.		

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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.
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 in 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 In-charge.
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.

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4.20	Suggestive equipment / tools to be arranged by the bidder within quoted rates for execution of the contract: (i) Vacuum Cleaner for Cleaning of Transit Flat (ii) Food Process / Grinder (iii) Micro Oven (iv) Grill Toaster (v) Point-of-Sale (PoS) Machines (for billing amount other than guest's room rent charge#) (# 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.
5.0	STATUTORY OBLIGATIONS
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.
6.0	SUGGESTIVE MANPOWER OF TRANSIT FLATS, GROUP PERSONAL ACCIDENT INSURANCE POLICY (GPA) & ENVIRONMENT, HEALTH AND SAFETY
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 especially 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 staffs should be within 18-60 years .
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. The cost for arranging GPA through IRDA shall be borne by the Bidder. 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: (i) LFT (ii) Haemogram with ESR

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	(iii) X-ray Chest (PA) (iv) RE Urine (v) Widal Test																		
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.																		
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 arranged by the Bidder, for which no extra payment shall be made by BHEL.																		
6.14	The Bidder shall keep clean and maintain hygienic condition the allotted places for preparation, washing, distribution and serving.																		
7.0	BILLING CYCLE AND DOCUMENTS																		
7.1	Billing to be done on Monthly basis.																		
7.2	The first monthly and 13 th 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	The Bidder shall be required to submit the copy of following documents along with monthly bill: - <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 & 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.
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8.0	WAGE PAYMENT & OTHER REIMBURSEMENT																		
8.1	BHEL would reimburse the following wages for the 02 nos. Unskilled workers and 01 no. Semi-skilled Cook on production of the requisite documents.																		
8.1.1	Reimbursement of Minimum Wage inclusive of VDA 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 Minimum Wage inclusive of VDA as indicated in 8.1.1.																		
8.1.3	Reimbursement of Special Allowance @Rs.3128/- per month for Unskilled workers and @Rs.3441/- per month for Semi-skilled worker.																		
8.1.4	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% & 0.5% for Provident Fund, Admin Charges on Provident Fund & Employees Deposit Linked Insurance respectively. PF & EDLI would be calculated on Minimum Wage inclusive of VDA as indicated in 8.1.1 & ESI as per applicable rule.																		
8.1.5	Reimbursement of Ex-Gratia/ Bonus at the rate of 12% 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). Calculation would be on Minimum Wage inclusive of VDA as indicated in 8.1.1																		

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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 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 man-days 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). 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 quoted by bidder 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 in 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 as per clause no. 3.8.4 above.
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	TERMS OF PAYMENT
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.
9.2	All payment shall be made in Indian currency and by RTGS/NEFT only.
9.3	Paying Authority: Head/Finance, BHEL-PSER
9.4	No Advance shall be paid by BHEL.

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9.5	<p>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 45 (Forty-Five) days after receipt of bill.</p> <p>Please Note, GST portion of invoice shall be released only upon: -</p> <ul style="list-style-type: none"> i. You declaring such invoice in Form GSTR-1 and such invoice appearing in GSTR-2B of BHEL and confirmation of payment of such GST to the Government through filing of GSTR-3B of corresponding month/quarter as per GST law within timeline prescribed for availing ITC by BHEL, and ii. Receipt of goods / services and Tax invoice by BHEL, and iii. Confirmation of payment of GST thereon by vendor on GSTN portal. <p>The last payment / final payment / retention amount shall be released on compliance of terms as indicated in original order/LOI/Tender subject to confirmation of full GST Credit to BHEL. Any Interest if levied thereon for reasons elaborated in Tax & Duties clause of the tender and attributable to the bidder, will be recovered from the Final Payment / Retention amount.</p> <p>All payments will be made to the contractor after deduction of Income Tax at source as applicable and prescribed under Income Tax Act/Rules from time to time.</p>
10.0	TAXES & DUTIES
10.1	<p>All taxes excluding GST (as specified elsewhere in this clause) & BOCW Cess (as specified 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 execution of the contract shall be borne by successful bidder and shall not be payable extra by BHEL. Any increase of above at any stage during execution of contract, including extension of the contract, shall have to be borne by successful bidder contractor.</p> <p>Bidder's quoted/ accepted rates/ price shall be inclusive of all such requirements.</p>
10.2	<p>GST along with Cess (as applicable) legally leviable & payable by successful bidder as per GST Law shall be paid by BHEL, extra. Hence, bidder shall not include GST along with Cess (as applicable) in their quoted rates/ price.</p>
10.3	<p>Successful bidder shall furnish proof of GST registration with GSTN Portal covering the services under this contract.</p> <p>Registration should also bear endorsement for the premises from where the billing shall be done by successful bidder on BHEL for this project / work.</p>
10.4	<p>Since GST on output will be paid by BHEL separately as enumerated above, bidder's your quoted rates / price should be after considering the Input Credit under GST law at bidder's end.</p>
10.5	<p>TDS under Income Tax Act shall be deducted as per prevailing IT rules from the bills.</p>
10.6	<p>TDS under GST shall be deducted as per prevailing GST rules from the bills.</p>
10.7.1	<p>You may collect TCS under section 206C(1H) of Income Tax Act, 1961 if applicable.</p>
10.7.2	<p>In case, you collect TCS under section 206C(1H) of Income Tax Act, 1961, following compliance is required.</p>
10.7.2.1	<p>TAN and PAN of vendor should appear in all invoices/claims. Copy of TAN /TCS registration is to be submitted.</p>
10.7.2.2	<p>Amount of TCS and Assessable value on which TCS has been calculated should be specified clearly in the invoice.</p>
10.7.2.3	<p>You shall be required to submit certificate of TCS in Form no. 27D within 15 days from the due date for furnishing the statement of tax collected at the source.</p>
10.7.3	<p>In case, you do not collect TCS under section 206C(1H) of Income Tax Act, 1961, following declaration is to be submitted along with each invoice: -</p> <p>"I/We hereby declare that I/We are not required to collect TCS under section 206C(1H) of Income Tax Act, 1961, on this bill.</p>
10.7.4	<p>In event of failure to comply with the provisions of the Act, or proper certificate not issued, or if tax collected but not remitted to the Government, or for any other reason and thereby causing loss to BHEL, the same shall be recoverable from the vendor with applicable interest.</p>
10.7.5	<p>You shall comply with all statutory amendment/notifications in this respect.</p>

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10.8	Bidder shall note that GST Tax Invoice complying with GST Invoice Rules (Section 31 of GST Act & Rules referred thereunder) wherein the 'Bill To' details shall encompass following. BHEL GSTN – 110AAACB4146P1ZC NAME – BHARAT HEAVY ELECTRICALS LIMITED ADDRESS – BHEL Bhawan, DJ-9/1, Sector - II, Salt Lake, Kolkata - 700091.
10.10	Successful bidder 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 send a scanned copy of Tax Invoice to BHEL through following communication mode for enabling BHEL to meet its GST related compliances. Portal address and Email address – Shall be intimated later. Specific details of above shall be intimated to successful bidder by BHEL at appropriate juncture.
10.10	In case of delay in submission of above mentioned documents on the date of despatch, BHEL may incur penalty/ interest for not adhering to Invoicing Rules under GST Law. The same will be liable to be recovered from successful bidder, in case such delay is not attributable to BHEL.
10.11	In case of raising any Supplementary Tax Invoice (Debit / Credit Note), successful bidder 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.
10.12	Successful bidder 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, successful bidder shall also ensure prompt delivery of goods after despatch.
10.13	Bidder 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, not attributable to BHEL, GST amount shall be recoverable from successful bidder along with interest levied/ leviable on BHEL, as the case may be.
10.14	Successful bidder shall upload the invoices raised on BHEL in IFF/GSTR-1 within the prescribed time as given in the GST Act, and the same should be available to BHEL in FORM GSTR-2B electronically through the common portal; and confirmation of payment of such GST to the Government through filing of GSTR- 3B of corresponding month/quarter. Bidder 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 successful bidder along with interest levied / leviable on BHEL.
10.15	Successful bidder to arrange for e-waybill for any movement of goods for the execution of the contract. Successful bidder 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 successful bidder and BHEL will not supply any Road Permit/ Way Bill for this purpose.
10.16	Any new taxes & duties, if imposed subsequent to due date of offer submission as per NIT & TCN, by statutory authority during contract period (including extension, if the same is not attributable to you), shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, you shall obtain prior approval from BHEL before depositing new taxes and duties.
10.17	Benefits and / or abolition of all existing taxes must be passed on to BHEL against new taxes, if any, proposed to be introduced at a later date.
11.0	PENALTY
11.1	All contractual obligations will be strictly enforced. Deductions will be made for poor services like (i) Using substandard materials. (ii) Absenteeism. (iii) Refusal to perform the duty assigned. (iv) Not maintaining the Guest House/Flats in presentable condition.

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	<p>(v) Allowing unauthorized persons to stay in the Guest House/Flats.</p> <p>(vi) Lending BHEL assets to any outsider.</p> <p>(vii) Misbehaving of your personnel with neighbors, Apartment Association, etc.</p> <p>(viii) Misuse of telephones and other facilities.</p> <p>(ix) Unauthorizedly leaving the Guest House/Flats.</p> <p>(x) Delay in carrying out the assignment.</p> <p>(xi) Damages caused to BHEL assets.</p> <p>(xii) Misappropriating the money entrusted to your personnel.</p> <p>(xiii) Intercepting the belongings of the occupants in their absence and pilfering or stealing goods, etc.</p> <p>(xiv) Disobeying the Guests.</p> <p>(xv) Any other issue/shortcomings other than the above as occasion demands as decided by the BHEL Representative.</p> <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 In-charge.
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	Rs.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.
11.3.10	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 appropriate Govt. Wages shall be paid on a working day 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, 11070.
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. 6.10 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.

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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.
12.0	EVALUATION CRITERIA
12.1	Evaluation shall be done on service charge (in percentage) quoted on statutory payments (as per SCH-2 of Price Schedule) excluding GST.
12.2	Total Contract value will be as under: Total wage liability for 02 years + Total wage liability for 02 years X Quoted service charge (in percentage).

PRICE SCHEDULE (UNPRICED)

PLEASE REFER

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

PRICE SCHEDULE

PLEASE REFER

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

Name of Work: "RUNNING AND MAINTENANCE OF THREE NUMBER BHEL TRANSIT FLATS AT GOLF GREEN MULTISTORIED APARTMENT ASSOCIATION, KOLKATA – 700095 FOR TWO YEARS".

E-TENDER NO.: PSER:PUR:HR:121(VII):012:(ENQ:25:PP:0015:PUR:10) Date 27/05/2025.

PRICE SCHEDULE (REV-00) SCH-1

NOTE:

- 1) BIDDERS ARE REQUIRED TO GO THROUGH INSTRUCTIONS CAREFULLY AND COMPLETE ALL THE DOCUMENTS AS REQUIRED. CLAUSES UNDER THIS PREAMBLE SHALL BE READ IN CONJUNCTION WITH SCH-1 & SCH-2 OF PRICE SCHEDULE TOGETHER WITH SUBSEQUENT CHANGES/ MODIFICATIONS ETC THERETO AS APPLICABLE AS ON DATE OF SUBMISSION OF PRICE OFFER. IN THE EVENT FURNISHING FALSE INFORMATION / INCOMPLETE INFORMATION, THE OFFERS SHALL BE REJECTED AND NO CORRESPONDENCE SHALL BE ENTERTAINED IN THIS REGARD.
- 2) THE WORK SHALL BE CARRIED OUT STRICTLY AS PER SPECIFICATIONS, DESCRIPTION OF THE ITEMS IN THESE SCHEDULE AND/ OR BHEL INSTRUCTIONS.
- 3) ITEMS OF WORK PROVIDED IN THIS SCHEDULE BUT NOT COVERED IN THIS SPECIFICATION SHALL BE EXECUTED STRICTLY AS PER INSTRUCTION OF BHEL.
- 4) THE TENDERER SHALL BE DEEMED TO HAVE VISITED SITE AND MADE HIMSELF AWARE OF ALL THE SITE CONDITIONS, STUDIED THE SPECIFICATIONS AND DETAILS OF WORK TO BE DONE WITHIN THE TIME SCHEDULE ATTACHED AND TO HAVE ACQUAINTED HIMSELF OF THE CONDITIONS PREVAILING AT SITE.
- 5) BIDDERS ARE REQUIRED TO QUOTE THEIR SERVICE CHARGE RATE IN PERCENTAGE IN SL. NO. 1.1 OF SCH-1 OF PRICE SCHEDULE.
- 6) QUOTED RATE WOULD BE IN PERCENTAGE OF SL. NO. 14 OF SCH-2 (PRICE BREAK UP) OF PRICE SCHEDULE. SERVICE CHARGE THUS QUOTED WOULD REMAIN FIRM THROUGH OUT THE CONTRACT PERIOD BUT ABSOLUTE VALUE WILL CHANGE AS PER THE RUNNING BILL VALUE.
- 7) TENDER PRIORITY I.E. L1, L2, L3 VENDOR ETC. WILL BE ARRIVED BY CUMULATIVE LOWEST RATE QUOTED AT SL. NO. 1.1 OF SCH-1 OF PRICE SCHEDULE.
- 8) BHEL RESERVES THE RIGHT TO ACCEPT OR REJECT ANY BID/ ALL BIDS OR CANCEL / WITHDRAW THE INITIATION FOR BID WITHOUT ASSIGNING ANY REASON WHATSOEVER AND IN SUCH CASE NO BIDDERS SHALL HAVE ANY CLAIM ARISING OUT OF SUCH ACTION BY BHEL.
- 9) EVALUATION SHALL BE DONE ON SERVICE CHARGE (IN PERCENTAGE) ON STATUTORY PAYMENTS (AS PER SCH-2 OF PRICE SCHEDULE) EXCLUDING GST.
- 10) TOTAL CONTRACT VALUE WILL BE AS UNDER :- TOTAL WAGE LIABILITY FOR 02 YEARS + TOTAL WAGE LIABILITY FOR 02 YEARS X QUOTED SERVICE CHARGE (IN PERCENTAGE).
- 11) PLEASE NOTE FOLLOWING NON REIMBURSABLE & REIMBURSABLE COST WHILE QUOTING YOUR RATE:
NON REIMBURSABLE COST: SCOPE & SCC CLAUSE NO. (ANNEXURE-I OF TENDER).
I) CLAUSE NO. 3.5 TO 3.5.6 (COST OF UNIFORM), II) CLAUSE NO. 3.6 TO 3.6.25 (COST OF CONSUMABLES), III) CLAUSE NO. 3.7.1 & 3.7.3 (COST OF WELCOME TOILETRIES/BATH KIT), IV) CLAUSE NO. 3.7.2 (COST OF NEWSPAPERS), V) CLAUSE NO. 3.8 TO 3.8.3 (COST OF LAUNDRY SERVICE), VI) CLAUSE NO. 4.1.5 (COST OF FUELS AND OTHER ADMINISTRATIVE COST), VII) CLAUSE NO. 4.20 (COST OF TOOLS AND TACKLES), VIII) CLAUSE NO. 6.8 (COST OF GROUP PERSONAL ACCIDENTS POLICY), IX) CLAUSE NO. 6.9 (COST OF MEDICAL TESTS), X) CLAUSE NO. 8.1.10 TO 8.1.12 (WAGES OF SUPERVISOR AND MISCELLANEOUS).
RE IMBURSABLE COST: SCOPE & SCC CLAUSE NO. (ANNEXURE-I OF TENDER).
I) CLAUSE NO. 8.1 TO 8.1.9 & 8.2 (WAGES OF 02 NOS. UNSKILLED WORKER AND 01 NO. SEMI SKILLED WORKER PLUS APPLICABLE GST), II) CLAUSE NO. 8.3 TO 8.3.7 (VARIOUS OTHER MAINTENANCE COST PLUS APPLICABLE GST), III) CLAUSE NO. 10.16 & 10.17 (NEW TAXES AND DUTIES), IV) CLAUSE NO. 3.8.4 (CLEANING OF BLANKET).
- 12) GST SHALL BE PAID EXTRA, AS APPLICABLE.

NUMBER #	TEXT #	TEXT #	NUMBER #	NUMBER #	NUMBER #	TEXT #
SL. NO.	DESCRIPTION OF WORK/ITEM DESCRIPTION	UOM	QUANTITY	SERVICE CHARGE (IN PERCENTAGE) ON STATUTORY PAYMENTS (AS PER SCH-2 OF PRICE SCHEDULE EXCLUDING GST (in Figure)	TOTAL SERVICE CHARGE (IN PERCENTAGE) ON STATUTORY PAYMENTS (AS PER SCH-2 OF PRICE SCHEDULE) EXCLUDING GST (in Figure)	TOTAL SERVICE CHARGE (IN PERCENTAGE) ON STATUTORY PAYMENTS (AS PER SCH-2 OF PRICE SCHEDULE) EXCLUDING GST (in Words)
1	2	3	4	13	53	55
1.1	RUNNING AND MAINTENANCE OF THREE NUMBER BHEL TRANSIT FLATS AT GOLF GREEN MULTISTORIED APARTMENT ASSOCIATION, KOLKATA – 700095 FOR TWO YEARS. DETAILS AS PER TENDER.	%	1	TO BE FILLED ONLINE ONLY	TO BE FILLED ONLINE ONLY	TO BE FILLED ONLINE ONLY

PRICE SCHEDULE REV-00 SCH-2 (PRICE BREAK-UP)			
NAME OF JOB: RUNNING AND MAINTENANCE OF THREE NUMBER BHEL TRANSIT FLATS AT GOLF GREEN MULTISTORIED APARTMENT ASSOCIATION, KOLKATA – 700095 FOR TWO YEARS.			
E-TENDER NO.: PSER:PUR:HR:121(VII):012:(ENQ:25:PP:0015:PUR:10) Date 27/05/2025.			
	STRENGTH	UN SKILLED WORKER (USW) - 2 NOS.	COOK - 1 NO.
SL. NO.	DESCRIPTION/ELEMENTS	UN SKILLED WORKER (USW)	SEMI SKILLED WORKER (SSW)
1	MINIMUM WAGE INCLUDING VARIABLE DA (VDA) of WB GOVT. (RATE - JAN 2025) (REVISED MINIMUM WAGE WITH VDA TIME TO TIME IS ADMISSABLE).	10214.00	11236.00
2	SPECIAL ALLOWANCE	3128.00	3441.00
3	HRA @5% ON SL. NO. 1	511.00	562.00
4	PROVIDENT FUND @12% ON SL NO.1	1226.00	1348.32
5	EDLI & ADMIN CHARGES @0.5% EACH ON SL NO.1	102.00	112.00
6	ESI @3.25% ON SL NO. 1, 2 & 3	450.00	495.00
7	BONUS/EX-GRATIA MINIMUM @12% ON SL. NO. 1, WHICH SHALL BE PAYABLE AT THE END OF EACH YEAR OF THE CONTRACT ON SL. NO. 1	1226.00	1348.00
8	LEAVE SALARY @01 DAY PER 10 MAN DAYS WORKING OR @2.5 DAYS PER MONTH WHICHEVER IS LESSER. PAYABLE AT THE END OF EACH YEAR OF THE CONTRACT ON SL. NO. 1.	982.00	1080.00
9	CONTRACT CLOSING BENEFIT @15 DAYS PER YEAR (I.E. @4.81% APPROX. ON SL. NO. 1, PAYABLE AT THE END OF THE CONTRACT.	491.00	540.00
10	SUB-TOTAL (MONTHLY) PER LABOUR	18330.00	20162.00
11	SUB-TOTAL (MONTHLY) MANPOWER	2.00	1.00
12	SUB-TOTAL (MONTHLY) COST (SL. NO. 10 X SL. NO. 11)	36660.00	20162.00
13	FOR 24 MONTHS COST SL.NO.12 X 24 MONTHS	879840.00	483888.00
14	SUB TOTAL SL. NO. 13 (TOTAL WAGE LIABILITY FOR TWO YEARS) IN INR	1363728.00	
15	SERVICE CHARGE (IN PERCENTAGE) ON SL. NO. 14	TO BE QUOTED BY BIDDER IN SCH-1 OF PRICE SCHEDULE	

ANNEXURE-A

1.0	<u>Suspension of Business dealings with Suppliers/ Contractors</u>
1.1	BHEL reserves the right to take action against Suppliers/ Contractors who fail to perform or indulge in malpractices, by suspending business dealings with them.
1.2	<p>Suspension of business dealings with Suppliers/ Contractors could be in the form of following:</p> <ul style="list-style-type: none">a. Debarment within the unit for specific item(s)/ material category(ies)/ type of work(s) for six months.b. Debarment within the unit for all item(s)/ material category(ies)/ type of work(s) for one year.c. Debarment across BHEL for all items/ material category(ies)/ type of work(s) for two years. <p>The Supplier may be debarred, as detailed hereinafter on the basis of one or more of the category wise reasons as enumerated hereunder:</p>
1.2.1	<p>Debarment within the unit for a specific item(s)/ material category(ies)/ type of work(s) shall be imposed for six months in the following cases, if</p> <ul style="list-style-type: none">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>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> <ul style="list-style-type: none">ii. Two consecutive delays, for reasons of delay attributed to the Supplier, in execution of the contracts where delay occurred is such that<ul style="list-style-type: none">a. prescribed maximum LD time limits of the contracts is exceeded orb. delay period has equaled/ exceeded half the original delivery period specified in the contractswhichever among the above is earlier. <ul style="list-style-type: none">iii.<ul style="list-style-type: none">a. Overall SPR (Supplier Performance Rating) in that particular Unit in line with SEARP falls below 60% of the specific material category.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>Note: – for (b), No specific period of Debarment shall be applicable.</p>iv.<ul style="list-style-type: none">a. Supplier works are under strike/ lockout for a period of more than three months.b. Contractor has resorted to wanton stalling of work, strikes, picketing etc. during currency of the contract.

1.2.2	<p>Debarment within the unit for all item(s)/ material category(ies)/ type of work(s) shall be imposed for One year in the following cases, if</p> <ul style="list-style-type: none"> i. Supplier tampers with tendering procedure affecting ordering process. ii. Supplier has misused BHEL documents/ drawings/ technical information or has breached the confidentiality agreement with BHEL. iii. after placement of order, Supplier fails to execute the contract. iv. within warranty period as per contract, Supplier continues to supply low/ less/ non-performing equipment/ services, repetitive failures, remains non-responsive. v. Wherever any part or full scope of supply/ work/ service has been awarded at the Risk and Cost of the defaulting vendor and the unexecuted value of scope for which the Risk and Cost action taken is more than 5% of the contract value. vi. After price bid opening but before placement of order, Supplier withdraws his offer or varies it in any manner within the validity period. vii. In spite of warnings, the Supplier persistently violates or circumvents the provisions of labour laws/ regulations/ rules or other statutory requirements. viii. Violation of Section 2, read with Section 3 of Integrity Pact, which are not covered in the list of defaults as per guidelines.
1.2.3	<p>Debarment across BHEL shall be imposed for two years in following cases, if</p> <ul style="list-style-type: none"> i. Supplier has made false declaration and/ or provided false information and/ or forged documents or has forged BHEL documents, certificates etc. for securing business, meeting PQR or for enlistment in BHEL or with other customers. ii. 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 of the tender. iii. The Supplier has indulged in malpractices or misconduct such as bribery, corruption and fraud, pilferage, coercion, etc. iv. The Supplier is found guilty by any court of law for criminal activity/ offences involving moral turpitude in relation to business dealings. v. Supplier is found to have obtained any internal information/ documentation of BHEL by unauthorized means. vi. The foreign Principals along with the representing Agent shall be debarred together if information submitted jointly 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. vii. Supplier has, damaged, failed to return free issue materials/tools etc. of BHEL, for which recovery could not be affected against such materials, or substituted free issue materials/ tools etc. of BHEL. viii. Supplier has been declared insolvent or is under dissolution/ insolvency proceedings so as to affect the execution of work. ix. The Supplier has tarnished/ maligned the image of BHEL or unfairly acted in a manner prejudicial to the commercial interest of BHEL or breached the confidentiality of the vital information with an intent to prejudice the interest of BHEL.
1.2.4	<p>A Supplier can also be debarred with the approval of Director (E, R&D) provided a direction to this effect has been received from the administrative ministry of the Government.</p>

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:

RsLacs

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:

RsLacs

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 RsLacs is within permissible limit of Rs.....Lacs forMicro / 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 1st 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: PSER:PUR:HR:121(VII):012:(ENQ:25:PP:0015:PUR:10) Date 27/05/2025.

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: PSER:PUR:HR:121(VII):012:(ENQ:25:PP:0015:PUR:10) Date 27/05/2025,

I/We hereby submit the following information pertaining to relation/relatives of Proprietor/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 action 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: PSER:PUR:HR:121(VII):012:(ENQ:25:PP:0015:PUR:10) Date 27/05/2025,
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

NAME OF BIDDER	
ADDRESS OF BIDDER	
Company Registration Number*	
Name of Partners / Directors	
Bidder Type Indian/ Foreign*	
City*	
State*	
Country*	
Postal Code*	
PAN/TAN Number*	
Company's Establishment Year	
Company's Nature of Business*	
Company's Legal Status* {limited company/undertaking/joint venture/partnership/other}	
Company Category* {micro unit as per MSME/small unit as per MSME/medium unit as per MSME/ UAN as per Udyog Aadhaar Memorandum/ Udyam Registration No. / Ancillary unit/project affected person of this company/SSI/ other} Relevant documents to be submitted as applicable.	
Enter Company's Contact Person Details Title (Mr. / Mrs. / Ms. / Dr. / Shri)*	
Contact Name*	
Date of Birth*	
Correspondence Email* (Correspondence Email ID can be same as your Login ID. All the mail correspondence will be sent only to the 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 19.07.2024 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 19.07.2024 and subsequent order(s).

Ref.: 1) NIT/Tender Specification No: PSER:PUR:HR:121(VII):012:(ENQ:25:PP:0015:PUR:10) Date 27/05/2025,
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 19.07.2024 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)

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: PSER:PUR:HR:121(VII):012:(ENQ:25:PP:0015:PUR:10) Date 27/05/2025,
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.

PROFORMA OF BANK GUARANTEE (in lieu of SECURITY DEPOSIT)

In consideration of 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 _____¹ through its Unit at.....(name of the Unit) having agreed to exempt (Name of the Vendor / Contractor / Vendors) with its registered office at _____² (hereinafter called the said "Contractor" which term includes vendors), from demand under the terms and conditions of the Contract reference No. _____ dated _____³ valued at Rs.⁴ (Rupees -----)⁴ (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. _____⁵ (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 _____ [Contractor(s)], being the Guarantor under this Guarantee, do hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer, , an amount not exceeding Rs. _____ without any demur, immediately on demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand

Any such demand made on the bank, shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

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 or Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

The payment so made by us under this guarantee shall be a valid discharge of our liability for payment hereunder and the 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 claims satisfied & the Employer certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said contractor(s) or acceptance of the final bill or discharge of this guarantee by the Employer, whichever is earlier. This guarantee shall initially remain in force upto and including _____⁶ and shall be extended from time to time for such period as may be desired by the Employer. Unless a demand or claim under this guarantee

is made on us in writing on or before the _____⁷, we shall be discharged from all the liability under this guarantee thereafter.

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.

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

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof. 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.....⁵
- b) This Guarantee shall be valid up to⁶
- c) Unless the Bank is served a written claim or demand on or before _____⁷ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

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

Date _____ Day of _____

for _____ (indicate the name of the Bank) _____

(Signature of Authorised signatory)

¹ ADDRESS OF THE EMPLOYER. I.e Bharat Heavy Electricals Limited

² ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER .

³ DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

⁴ CONTRACT VALUE

⁵ BG AMOUNT IN FIGURES AND WORDS

⁶ VALIDITY DATE

⁷ DATE OF EXPIRY OF CLAIM PERIOD

Note:

1. Units are advised that expiry of claim period may be kept 3-6 months after validity date. It may be ensured that the same is in line with the agreement/ contract entered with the Vendor.
2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/Supplier /Bank issuing the guarantee.
3. In line with the GCC, SCC or contractual terms, Unit may carry out minor modifications in the Standard BG Formats. If required, such modifications may be carried out after taking up appropriately with the Unit/Region's Law Deptt.

4. 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's (BHEL's Consortium Bank) branch in India. 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). The BG Format provided to them should clearly specify the same.

BANK GUARANTEE FOR PERFORMANCE SECURITY

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of 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 _____¹ through its Unit at.....(name of the Unit) having awarded to (Name of the Vendor / Contractor / Supplier) with its registered office at _____² hereinafter referred to as the 'Vendor / Contractor / Supplier', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No.....dated³ valued at Rs.....⁴ (Rupees -----)/FC.....(in words.....) for⁵ (hereinafter called the 'Contract') and the Vendor / Contractor / Supplier having agreed to provide a Contract Performance Bank Guarantee, equivalent to% (.... Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

we,, (hereinafter referred to as the Bank), having registered/Head office at and inter alia a branch at being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer any sum or sums upto a maximum amount of Rs -- -----⁶ (Rupees -----) without any demur, immediately on first demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand.

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

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

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder and the Vendor / Contractor / Supplier shall have no claim against us for making such payment.

We thebank 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/satisfactory completion of the performance guarantee period as per the terms of the 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 claims satisfied or discharged.

WeBANK 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 Vendor / Contractor / Supplier 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 Vendor / Contractor / Supplier 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 reason of any such variation, or extension being granted to the said Vendor / Contractor / Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Vendor / Contractor / Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

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

This Guarantee shall remain in force upto and including.....⁷ and shall be extended from time to time for such period as may be desired by Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Vendor / Contractor / Supplier but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof.

Unless a demand or claim under this guarantee is made on us in writing on or before the⁸ we shall be discharged from all liabilities under this guarantee thereafter.

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.....⁶
- b) This Guarantee shall be valid up to⁷
- c) Unless the Bank is served a written claim or demand on or before⁸ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

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

Any claim or dispute arising under the terms of this Guarantee shall be subject to the exclusive jurisdiction of the court at Kolkata only.

For and on behalf of
(Name of the Bank)

Dated.....

Place of Issue.....

¹ NAME AND ADDRESS OF EMPLOYER I.e Bharat Heavy Electricals Limited

² NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.

³ DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

⁴ CONTRACT VALUE

⁵ PROJECT/SUPPLY DETAILS

⁶ BG AMOUNT IN FIGURES AND WORDS

⁷ VALIDITY DATE

⁸ DATE OF EXPIRY OF CLAIM PERIOD

Note:

1. Units are advised that expiry of claim period may be kept 3-6 months after validity date. It may be ensured that the same is in line with the agreement/ contract entered with the Vendor.
2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/Supplier /Bank issuing the guarantee.
3. In line with the GCC, SCC or contractual terms, Unit may carry out minor modifications in the Standard BG Formats. If required, such modifications may be carried out after taking up appropriately with the Unit/Region's Law Deptt.

4. 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's (BHEL's Consortium Bank) branch in India. 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). The BG Format provided to them should clearly specify the same.

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

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 EFT BY BIDDER/CONTRACTOR

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 Authorized Representative of Vendor
के. के. कोआरी / K. K. Coari
उप महाप्रबंधक (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

GENERAL CONDITIONS OF CONTRACT (GCC) - SERVICE

SECTION-I

GENERAL INSTRUCTION TO TENDERER

CLAUSE NO	DESCRIPTION
1.1	NOTICE
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.
1.3	QUALIFICATION OF TENDERERS:
	Only tenderers who meet all the tender requirement are expected to quote for this work.

1.4	DATA AND DOCUMENTS TO BE ENCLOSED:
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.

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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

फैक्स/Fax : (033) 23211960

फोन/Phone : बोर्ड/EPABX : (033) 23398220

1.4.9	<u>EARNEST MONEY DEPOSIT (EMD), AS APPLICABLE:</u>
1.4.9.1	Every tender Must be accompanied by the prescribed amount of Earnest Money Deposit, as applicable, in any one of the following forms:
1.4.9.2	Cash deposit as permissible under the extant Income Tax Act (Before tender opening) - The amount should be remitted by the party to the Cashier of Bharat Heavy Electricals Limited, PS-ER, Kolkata between working hours on working days and cash receipt issued by him shall be enclosed along with the tender.
1.4.9.3	Electronic Fund Transfer 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	Banker's Cheque/Pay Order/Demand Draft payable at Kolkata duly pledged in Favour of Bharat Heavy Electricals Limited, Kolkata (along with offer).
1.4.9.5	Fixed Deposit Receipt (FDR) issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).
1.4.9.6	Insurance Surety Bond.
1.4.9.7	Any other mode as per latest guidelines issued by Govt. of India. In addition to above, the EMD amount in excess of Rs. Two Lakh may also be accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for atleast six months.
1.4.9.8	Tenders received without Earnest Money, as applicable, in full in the manner prescribed above are liable to be rejected. EMD shall not carry any interest.
1.4.9.9	The Earnest Money Deposit of the successful tenderer will be retained as part of Security Deposit.
1.4.9.10	EMD given by all unsuccessful tenderers shall be refunded normally within 15 days of award of Work.
1.4.9.11	BHEL reserves the right of forfeiture of Earnest Money Deposit submitted by the tenderer if: - 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. b) The contractor fails to deposit the required Security Deposit or commence the work within the period as per LOI/Contract.
1.4.9.12	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	<u>AUTHORIZATION AND ATTESTATION:</u>
	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><u>VALIDITY OF OFFER:</u></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><u>EXECUTION OF CONTRACT:</u></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><u>SECURITY DEPOSIT (SD)/PERFORMANCE SECURITY:</u></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 Security Deposit will be 5% (Five percent) of the contract value. 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"> i. Cash (as permissible under the extant Income Tax Act) 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. 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. 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). 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). vi) Insurance Surety Bonds vii) Any other mode as per latest guidelines issued by Govt. of India. <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>1.8.7 Collection of Security Deposit:</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 In case of delay in submission of performance security, enhanced performance security which would include interest (Repo rate+4%) for the delayed period, shall be submitted by the bidder.</p>

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	<p>1.8.7.3 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.</p> <p>1.8.7.4 The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, subject to approval of BHEL.</p> <p>1.8.7.5 Security Deposit should cover up to the period of guarantee also.</p> <p>(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).</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	<u>RETURN OF SECURITY DEPOSIT:</u>
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	<u>REJECTION OF TENDER AND OTHER CONDITIONS:</u>
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

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	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.
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-1 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

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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 & CONCILIATION:

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). The Procedure 2.3: "Procedure for conduct of conciliation proceedings" (as available in www.bhel.com) together with its Formats (as available in www.bhel.com) 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.

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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) 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) 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 BREACH OF CONTRACT, REMEDIES AND TERMINATION

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

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

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