



भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited

Corporate Office: BHEL House,
Siri Fort, New Delhi-110049
Tele No. 011- 66337401

निविदा आमंत्रण सूचना
INVITING TENDER

Sir/Madam,

BHEL having its Corporate & Registered Office at BHEL House, Siri Fort, New Delhi-110049 invites offer in sealed cover under two-part bid system (Part-I: Techno commercial Part & Part-II: Price Part) from the competent Agency/Service Provider/Contractor for Running & managing BHEL Transit Flat / Guest House located at Asian Games Village Complex (AGVC), Siri Fort, New Delhi, as per detailed scope of services mentioned in Section-III.

Please submit your competitive offer for the above subject work as per the tender terms & conditions.

SCHEDULE TO TENDER

| | | |
|-----|---|---|
| 1. | Tender Reference No. | AA: GAX:21:TF:101 |
| 2. | Date of Issue of Tender: | 12-10-2021 |
| 3. | Type of Tender: | Open Tender |
| 4. | Tender Title: | "Hiring of Agency for Running & managing BHEL Transit Flat / Guest House located at Asian Games Village Complex (AGVC), Siri Fort, New Delhi" |
| 5. | Location of BHEL-premises where work is to be carried out | AGVC Flats, Siri Fort, New Delhi; |
| 6. | Last date/ time for receipt of tender: | 02-11-2021 by 02:30 PM |
| 7. | Date/ time of opening of (Part-I): | 02-11-2021 at 03:00 PM |
| 8. | Place of Submission of Tender / Bid: | Tender Box, placed at the reception of Corporate Office, BHEL House, Siri Fort, New Delhi-110049 |
| 9. | Tender will be opened at: | Corporate Office, BHEL House, Siri Fort |
| 10. | Date/Time of price bid opening: | Will be intimated separately. |
| 11. | EMD (₹): | ₹1,05,500/- Only. In favour of BHEL, Payable at New Delhi . |
| 12. | Minimum Validity of tender offer: | 90 days from the due date of submission of offer. |
| 13. | Scope of Work: | Housekeeping & Catering Services etc. |
| 14. | Duration of Contract: | Two Years |

All corrigenda, addenda, amendments, time extension, clarifications, etc. to the tender will be hosted on website <http://www.bhel.com> and <http://eprocure.gov.in/cppp/> only. Bidders should regularly visit website till the due date of submission to keep themselves updated. Any clarification(s) regarding Notice Inviting Tender (NIT), if required, should be sought from the undersigned before the tender due date.

Thanking you,



For & on behalf of
Bharat Heavy Electricals Ltd.
मीना ठाकरान / MEENA THAKRAN
उप प्रबंधक / Deputy Manager
कॉर्पोरेट प्रशासन एवं आई.सी.एम.जी. / Corporate Administration & ISMG
भारत हेवी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Limited
बी.एच.ई.एल. हाउस, सीरी फॉर्ट / BHEL House, SFT, P.O.
नई दिल्ली-110049 / New Delhi-110049
Date: 12-10-2021
(Meena Thakran)
HR Manager (HR-GAX & ISMG)
No. 011-66337401/9625062397, e-mail: meenat@bhel.in

TABLE OF CONTENTS/ INDEX

PART-I

| Sections/Annexures | Contents | Page No. |
|---------------------------|--|-----------------|
| | NOTICE INVITING TENDER | i |
| | TABLE OF CONTENTS | i |
| Section-I | GENERAL CONDITIONS OF TENDER | 3-18 |
| Section-II | SPECIAL TERMS & CONDITIONS OF TENDER | 19-32 |
| Section-III | DESCRIPTION OF SERVICE/ ACTIVITY SCHEDULE (SCOPE OF WORK) | 33-37 |
| Section-IV | COMMERCIAL TERMS & CONDITIONS | 38-44 |
| Section-V | QUALIFYING CRITERIA FOR THE BIDDERS | 45 |
| Section-VI | DOCUMENTS REQUIRED | 46-47 |
| Section-VII | PROCEDURE FOR SUBMISSION OF TENDER | 48 |
| Annexure-A | NO DEVIATION CERTIFICATE | 49 |
| Annexure-B | DECLARATION CERTIFICATE | 50 |
| Annexure-C | BIDDER'S GENERAL INFORMATION | 51 |
| Annexure-D | LETTER OF AUTHORITY | 52 |
| Annexure-E | E-BANKING MANDATE FORM | 53 |
| Annexure-F1 | TENTATIVE WAGE-STRUCTURE / CARD | 54-55 |
| Annexure-F2 | ASSESSMENT OF WORKFORCE DEPLOYMENT | 56 |
| Annexure-G | PART 'I' – UN-PRICE BID | 57-58 |
| Annexure – I | CHECK-LIST | 61-62 |

PART-II

| Annexure | Contents | Page No. |
|-----------------|-----------------------|-----------------|
| Annexure-H | PART 'II' – PRICE BID | 59-60 |

M. H. S. Khan
12/10



SECTION-I
GENERAL CONDITIONS OF TENDER

1. GENERAL INSTRUCTION TO BIDDERS

1.1. DESPATCH INSTRUCTION

- 1.1.1. **All pages of the tender documents shall be duly signed, stamped and submitted along with the offer in token of complete acceptance thereof.** The information furnished shall be complete by itself. The bidder is required to furnish all the details and other documents as per the tender terms & conditions.
- 1.1.2. Documents not signed & stamped by the authorized signatory of the bidder shall not be accepted and considered for evaluation of bid.
- 1.1.3. Any additional documents submitted by the bidder during processing of tender or after placement of order, shall not be accepted unless it is submitted with forwarding letter and duly signed & stamped as mentioned above.
- 1.1.4. The above requirement is equally applicable even if the documents are received in soft form. In such cases, Documents / Clarifications received through e-mails should be from the registered e-mail ID of the bidder.
- 1.1.5. All documents submitted by the bidder in his submission shall be accompanied with a covering letter giving index interlinking all the documents, which shall be numbered page wise.
- 1.1.6. **COMMUNICATION & CORRESPONDENCE:** Bidder(s) has to provide at least one valid email ID for fast communications. Two email IDs are desirable. All communications related to the tender shall be sent to these email IDs and hard copies will not be sent. Such communication(s) shall be deemed as delivered and final. Bidder(s) has to regularly view their email and also remain in touch with the Notice Inviting Authority to remain updated. Non-viewing of e-mail or non-functioning of Internet & PC will not be entertained as a reason for no-response to any official communication. Two Mobile phones numbers should also be provided for communication / reminder(s). Such phones should be promptly attended. If due to any reason, bidder / authorized representative is unable to attend a call, he/she should revert to BHEL officials as soon as possible on the same day or, at the maximum, on the next working day. Any change in e-mail ID should be properly communicated in person, e-mail & hard copy. Later, during the execution of contract as well, non-response to a communication calling for action, shall be deemed to be a deliberate violation of contract condition and may invite suitable penalty for respective violation as per penalty causes.
- 1.1.7. Bidders are advised to study complete tender documents carefully. Submission of tender by any bidder shall be deemed to have been done after careful study, examination of the tender document and with the full understanding of the implications thereof. If the bidders have any doubt about the meaning of any portion of the tender specification or find discrepancies or omissions in the tender document issued or require clarification on any of the technical aspects, scope of work etc., he/she shall at once, contact the authority inviting the tender for the same, well in time (so as not to affect last date of submission) before the submission of the tender or else, BHEL's interpretation shall prevail & shall be binding on the bidder. Bidder's request for clarifications shall be with reference to Section and Clause numbers given in the tender document. The specifications, terms and conditions shall be deemed to have been accepted by the bidder in his offer. Non-compliance with any of the requirements and instructions of the tender enquiry may result in the rejection of the bid.
- 1.1.8. All entries in the tender documents should be in one ink.



M. H. Khan
12/10

- 1.1.9. 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.
- 1.1.10. No clause of the tender document should be altered /amended /edited etc. by the bidder under any circumstances.

1.2. SUBMISSION OF BIDS

- 1.2.1. Bidders must submit their bids as per instructions in the NIT i.e. bids shall be strictly in accordance with the tender specifications.
- 1.2.2. Bids submitted by post shall be sent by 'REGISTERED POST / COURIER' and shall be posted with due allowance for any postal/courier delays. BHEL takes no responsibility for delay, loss or non-receipt of bids sent by post/courier. The bids received after the specified time of their submission are treated as 'Late Bids' and shall not be considered under any circumstances.
- 1.2.3. After/during the scrutiny of technical bids, bidder(s) may be asked to attend meeting(s) for clarifications, if any.
- 1.2.4. **SITE VISIT:** Before submission of Offer, the bidders 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, means of transport and access to site, accommodation, etc. Visit shall be made on any working day between 09:00AM to 05:30PM with prior intimation. No claim will be entertained later on the grounds of lack of knowledge of any of site conditions. The costs of visiting the site shall be borne by the Bidder. The Bidder shall not be entitled to hold any claim against BHEL for non-compliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.

1.3. COST OF BIDDING: The Bidder shall bear all costs associated with the preparation and submission of the Bid including but not limited to Bank charges all courier charges including taxes & duties etc. incurred thereon. Further, BHEL will in no case, be responsible or liable for these costs, regardless of the outcome of the bidding process.

1.4. TENDER OPENING:

- 1.4.1. Tender shall be opened at BHEL House, Siri Fort, New Delhi on appointed date & time (or the extended date/ time, if any) by representatives of Contracting deptt. and Finance deptt. in the presence of representatives of bidders who would like to be present. The last day of submission (or the extended date of submission) and the opening date shall be same. Bidders shall note that if the date of tender opening given in the Tender Document is declared an Off / Holiday by BHEL, then the next working day shall be considered as the last date of submission & opening of bids up to the time specified.
- 1.4.2. Carrying/ use of mobile phone/ camera and any such recording device by vendors' representatives in the Tender Opening Room is prohibited.
- 1.4.3. Price Bids of techno-commercially qualified bidders shall only be opened through the conventional price bid opening.
- 1.4.4. Price Bids of techno-commercially disqualified bidders shall not be opened.
- 1.4.5. All the techno-commercially acceptable bidders shall be informed of the date and time of opening of price bids telephonically or email by BHEL. The price bids shall be opened on the due date and time in the presence of representatives of techno-commercially acceptable bidders who would like to be present.



1.5. LANGUAGE

- 1.5.1. The bidder shall quote the "RATES/PRICE/PERCENTAGE (%) SERVICE CHARGE" in international numerals ONLY. The "TOTAL PRICE" shall be entered in figures as well as in words. "RATES/PRICE/PERCENTAGE (%) SERVICE CHARGE" shall be considered up to TWO decimal points only. Digits beyond TWO decimal points will be ignored and not rounded off. No representations on this account shall be entertained. **In case service charges (%) quoted in any bid(s) is below the minimum workable service charges (%) (i.e. 2.25% excl. GST), the same shall be treated as unresponsive and shall be summarily rejected**
- 1.5.2. All correspondence and documents relating to the bid exchanged by the Bidder and BHEL shall be written in the English language. Any printed literature/certificate/any other document furnished by the Bidder may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purpose of interpretation of the Bid the English translation shall prevail.
- 1.5.3. **Currencies of Bid & Payment:** Indian Rupees (₹) only.
- 1.5.4. **Singular & Plural:** Words importing the singular number shall also include the plural and vice versa, where the context requires.
- 1.5.5. **Headings and Marginal Headings:** The headings and marginal headings in NIT are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or to be taken into consideration in the interpretation or construction thereof or the contract.

1.6. PRICE DISCREPANCY / CORRECTION OF ARITHMETIC ERRORS: Provided that the bid is substantially responsive, BHEL shall correct arithmetical errors on the following basis.

- 1.6.1. If, in the price structure quoted for the required goods / services / works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- 1.6.2. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- 1.6.3. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of 1.6.1 and 1.6.2 above.
- 1.6.4. If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

1.7. PARTICIPATION OF BIDDERS: Bidders [Proprietorship Firms, Partnership Firms, Companies, Corporations] are expected to quote for this work duly detailing their experience along with offer, in line with PQR of this tender.

1.8. LEGAL STATUS OF THE BIDDER (Who can apply):

- 1.8.1. The bidder shall be a legally qualified person as per Indian Contract Act 1872. The Bidder shall be either an individual or a Company incorporated under the Companies Act 1956 or a Partnership Firm registered under the Partnership Act 1932.



M. Thakur
12/10

1.8.2. A bidder may be a Private Entity or PSU or Government owned entity.

1.9. POWER OF ATTORNEY:

- 1.9.1. In case of a Single Bidder, Power of Attorney issued by the Board of Directors/ CEO /Chairman/ MD / Company Secretary of the Bidder is to be submitted
- 1.9.2. in case of Partnership firm/any person authorized in terms of Deed of LLP/Proprietor in favour of the authorized employee(s) of the Bidder, in respect of the particular tender for signing the Bid and all subsequent communications, agreements, documents etc. pertaining to the tender and to act and take any and all decision on behalf of the Bidder, is to be submitted.
- 1.9.3. The authorized employee(s) of the Bidder shall be signing the Bid and any consequence resulting due to such signing shall be binding on the Bidder.

- 1.10. Un-price bid format duly signed by the bidder shall be submitted along with technical bid, by mentioning 'Q' in all the columns where quote is to be offered by the bidder.

1.11. TENDER PRICES:

- 1.11.1. Service charges shall be considered up to TWO decimal places only. Digits beyond TWO decimal places shall be ignored and not rounded off.
- 1.11.2. In case service charges (%) quoted in any bid(s) is below the minimum workable service charges (%) (i.e. 2.25% excl. GST), the same shall be treated as unresponsive and shall be summarily rejected.
- 1.11.3. L-1 shall be decided amongst the remaining bidder(s) after removal of unresponsive bid(s).
- 1.11.4. In the event of all bids being rejected on account of S. No. 1.11.3 above, retendering will be resorted to.
- 1.11.5. "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 or at minimum workable service charge, 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).

BHEL's decision in such situations shall be final and binding."

- 1.11.6. While quoting, bidders should consider all cost elements like financing cost, cost of maintenance of accounts, Insurance, Overheads, Profit Margins, cost of any other item under its scope etc. Communication to bidders to this effect should be made to bidders in NIT.
- 1.11.7. Unless explicitly stated otherwise in the tender document, the contractor shall be responsible for the whole works, based on the Schedule of Works, Bill of Quantities and Payment shall be made as per accepted rates based on the activities carried out as in the Scope of work at Section-III.
- 1.11.8. All duties, taxes and other levies payable by the service provider under the contract, or for any other cause, as in the month prior to the month of the deadline for submission of bids, should be included in the total bid price submitted by the bidder.



1.11.9. **The bidders are advised to quote the "Service Charges" in terms of percentage of total of monthly charges arrived at S. No. 7 in "Annexure-F1" and same shall be payable to bidder on monthly basis. The Bidders will quote for cost of consumable materials & service items as prescribed in the Price-bid format (Annexure-H).**

1.11.10. The service charge quoted in the Price-bid shall be exclusive of GST as levied by the Govt. of India time to time. GST shall be payable as applicable on actual.

1.11.11. Lowest "PRICE" received against the Tender need not be acceptable to BHEL and in that case BHEL would not consider the same for Award of Contract. BHEL would negotiate or re-float the Tender if L1 price is not the lowest-acceptable price to them inter-alia other reasons.

1.12. TENDER EVALUATION / EVALUATION OF BIDS: Tender evaluation shall be carried out on the basis of PQR and other techno-commercial terms & conditions specified in the tender documents and corrigenda, addenda, amendments thereof, if any, shall be communicated to all the bidders before price bid opening.

1.12.1. The priced bids of techno-commercially qualified bidders shall be opened and shall be considered for evaluation.

1.12.2. Evaluation of Part-II (Price-bid) Bid shall be done on overall quote basis inclusive of all the charges. Overall L1 bidder will be decided based on S. No. 08 of **Annexure-H** i.e. Gross Total expenditure in two years (including GST); subject to condition mentioned at clause no. 1.11.2. The Bidders will quote for cost of consumable materials & service items as prescribed in the Price-bid format (**Annexure-H**).

1.12.3. If the Service Charge percentage/Rates are not filled up in the Price-bid and is not as per the requirements of the Bidding Documents, the same shall be omitted from evaluation.

1.13. APPLICABLE CONTRACTUAL VARIATIONS:

1.13.1. Within the validity or any extension of contract thereof, "**Rates / Service Charge**" shall remain **firm** (in terms of percentage) without any escalation / variation for any reason, whatsoever, unless specifically provided herein. Contractor's obligation shall remain unaffected by such escalation / variation. However, during the validity of contract period, the Contract Value will vary depending on the followings:

- i) Rates of Basic Plus VDA (subsequent to floating of this tender), as & when notified by Govt. of NCT of Delhi will be applicable in the contract and accordingly the monthly bill(s) of the contractor will get amended against the documentary evidence;
- ii) Rates of EPF / EPS / EDLI / ESI / Min. Monthly Bonus etc. (subsequent to floating of this tender), as & when notified by Governing Statutory Authorities will be applicable in the contract and accordingly the monthly bill(s) of the contractor will get amended against the documentary evidence.
- iii) GST (as applicable) will be payable by BHEL to the Contractor during the execution of the contract along with monthly bill(s), against the documentary evidence.
- iv) In case CODE ON WAGES is enforced during the currency of contract then wages will get amended accordingly.
- v) BHEL reserves the right to increase or decrease the quantum of services up to 30% at the same rates, terms and conditions of this contract during the validity of the contract and also ask the contractor to shift the services (partially or fully) from one location to another location of BHEL within Delhi NCR at the same rates

and terms & conditions. BHEL also reserve the right to foreclose the services required by giving 01 month notice to the contractor.

1.14. VALIDITY OF OFFER: Offers shall remain valid for **90 days**' period from the due date of submission of bids (including extension, if any). In case BHEL calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the bidder(s). In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', BHEL may request the Bidders to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by email. A Bidder may refuse the request without forfeiture of his EMD. A Bidder agreeing to the request will not be required or permitted to modify his Bid, but will be required to extend the validity of its EMD for the period of the extension and in accordance with Clause-1.15 in all respects.

1.15. EARNEST MONEY DEPOSIT (EMD):

1.15.1. EMD is to be paid by tenderers for securing fulfilment of any obligations in terms of the NIT (Pre-qualification bid / PART-I). Every bid must be accompanied by the prescribed amount of Earnest Money Deposit (EMD) in the manner described herein.

- a) Each tenderer, participating in the tender, has to deposit/furnish EMD of **₹1,05,500/-** in the following forms (along with the offer) in full: Cash deposit as permissible under the extant Income Tax Act (before tender opening);
- b) Banker's cheque/ Pay order/ Demand draft, **in favour of BHEL** (along with offer), **payable at New Delhi**;
- c) EMD can also be accepted in the form of 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).
- d) Electronic Fund Transfer credited in BHEL account (before tender opening);

| | |
|--------------------|--|
| BANK NAME: | KOTAK MAHINDRA BANK |
| ADDRESS: | G-F 3A-3J GROUND FLOOR, AMBA DEEP, 14 K.G. MARG, NEW DELHI-1 |
| IFSC: | KKBK0000172 |
| CA NO.: | 9011196535 |
| BANK ACCOUNT NAME: | BHARAT HEAVY ELECTRICALS LTD. |

- i) EMD in any other forms/modes except the forms/modes mentioned above will lead to the rejection of bid i.e. No other form of EMD remittance shall be acceptable to BHEL.
- ii) **Startups and MSEs bidders are exempted from the payment of EMD. However, there is no exemption of security deposit submission.**

1.15.2. EMD by the tenderer will be forfeited, if:

- i) After opening the bid and within the offer validity period, the tenderer revokes his offer or makes any modification in his bid which is not acceptable to BHEL.
- ii) The Contractor fails to deposit the required Security Deposit or to commence the work within the period as per LOI / Work Order.
- iii) EMD by the tenderer shall be withheld in case any action on the bidder is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited / released based on the action as determined under these guidelines.



- 1.15.3. EMD given by all unsuccessful tenderer shall be refunded normally within fifteen days from award of contract.
- 1.15.4. EMD shall not carry any interest.
- 1.15.5. Each bid shall be accompanied with a separate envelope carrying EMD, failing which the bid will be liable to be rejected.

1.16. SECURITY DEPOSIT:

- 1.16.1. Security Deposit means the security provided by the Contractor towards fulfilment of any obligations in terms of the provisions of the contract. The total amount of Security Deposit will be 5% of the total contract value. Upon acceptance of tender, the successful bidder must submit the security deposit in any of the following forms:
 - i) Cash (as permissible under the extant Income Tax Act)
 - ii) Local cheque of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
 - iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act.
 - 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).
- 1.16.2. **COLLECTION OF SECURITY:** At least 50% of the required Security Deposit, including the EMD, shall be collected before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected. If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor. 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.
- 1.16.3. The security deposit shall not carry any interest.
- 1.16.4. EMD of successful tenderer will be retained as part of Security Deposit.
- 1.16.5. The validity of Security Deposit shall be initially up to the validity of contract + six months, and the same shall be kept valid by proper renewal till the acceptance of Final Bills of the Contractor, by BHEL.
- 1.16.6. BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the Contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off the Security Deposit against any claims of other contracts of successful bidder with BHEL.
- 1.16.7. **RETURN OF SECURITY DEPOSIT:** Security Deposit shall be refunded / Bank Guarantee(s) will be released to the Contractor upon fulfilment of all the Contractual / Statutory obligations or after 06 (six) months from the date of completion of the contract whichever is later, after deducting all expenses / other amounts due to BHEL under the contract.



1.16.8. **BANK GUARANTEES:** Wherever Bank Guarantee is to be furnished / submitted by the Contractor, the following shall be complied with

- i) Bank Guarantee shall be from Scheduled Banks / Public Financial Institutions as defined in the Companies Act.
- ii) The Bank Guarantee shall be as per prescribed formats.
- iii) It is the responsibility of the contractor to get the Bank Guarantee revalidated / extended for the required period, as per the advice of BHEL. BHEL shall not be liable for issue of any reminders regarding expiry of the Bank Guarantee.
- iv) In case the Bank Guarantee is not extended before the expiry date, BHEL reserves the right to invoke the same by informing the concerned Bank in writing, without any advance notice/communication to the concerned contractor.
- v) Bidders to note that any corrections to Bank Guarantee shall be done by the issuing Bank, only through an amendment in an appropriate non-judicial stamp paper.

1.16.9. ***Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case delay in submission of performance security, enhanced performance security which would include interest (SBI rate +6%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time first bill become due, the amount of performance security shall be recovered as per terms defined in NIT, from the bills along with due interest.***

1.17. REJECTION OF BIDS

- 1.17.1. BHEL reserves the right to accept or reject any of the bid / all bids with or without deviation or cancel / withdraw the invitation for bid without assigning any reason whatsoever and in such case bidder shall have no claim arising out of such action by BHEL. The acceptance of bid will rest with BHEL, not binding itself to accept the lowest tender.
- 1.17.2. BHEL also reserves the right to cancel the tender at any stage due to any administrative / internal reasons; whatsoever and in such case bidder(s)/successful bidder shall have no claim arising out of such action by BHEL.
- 1.17.3. Unsolicited bids, bids which are incomplete or not in the form specified or defective or have been materially altered or not in accordance with the tender conditions, specifications etc., are liable to be rejected.
- 1.17.4. If a bidder who is a proprietor expires after the submission of his bid or after the acceptance of his bid, BHEL may at their discretion, cancel such a bid. If a partner of a firm expires after the submission of tender or after the acceptance of the tender, BHEL may then cancel such tender at their discretion, unless the firm retains its character.
- 1.17.5. If the bidder deliberately gives wrong information in his bid, BHEL reserves the right to reject such bid at any stage or to cancel the contract if awarded and forfeit the Earnest Money/Security Deposit/any other money due.
- 1.17.6. Canvassing in any form in connection with the bids submitted by the Bidder shall make his offer liable to rejection.
- 1.17.7. In case the Proprietor, Partner or Director of the Company/Firm submitting the tender, has any relative or relation employed in BHEL, the authority inviting the tender shall be informed of the fact along with the Offer. Failing to do so, BHEL may, at its sole discretion, reject the tender or cancel the contract and forfeit the Earnest Money / Security Deposit.



1.18. "The offers of the bidders who are under suspension and also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com.

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

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.

COMMITMENT BY BIDDER/ SUPPLIER/ CONTRACTOR: 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.

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.

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

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in 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 <http://www.bhel.com> and/or under applicable legal provisions".

1.19. The Bidder(s) 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.

1.20. **PROVISIONS FOR MICRO AND SMALL ENTERPRISES (MSEs)**

Any Bidder falling under MSE 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 MSE | SC/ST owned | Others |
|----------------|-------------|--------|
| Micro | | |
| Small | | |

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

1.20.1. MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of **Udyam Registration Certificate or valid NSIC certificate**. Date to be reckoned for determining the deemed validity will be the last date of Bid submission. Non-submission of such documents will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if the above required documents are not submitted along with offer.

1.20.2. **MSEs shall be exempted from payment of earnest money at the time of tender submission. However, there is no exemption of security deposit submission.**

1.20.3. However, credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers at the time of tender evaluation.



1.20.4. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria". In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be submitted.

1.21. **RISK & COST:** This clause, in line with other Conditions of Contract will be invoked in any of the following cases. In such an event, it shall be obligatory on the part of Contractor to make good any loss suffered by BHEL. In such cases, BHEL shall withhold bills, Security Deposit, etc. of the Contractor, which are pending either at BHEL-Corporate Office or any other Unit of BHEL. Wherever Risk purchase clause (amounting to more than 5% of contract value) is invoked, action shall be initiated as per relevant clause of "Guidelines for suspension of business dealings with Suppliers / Contractors" which is uploaded on BHEL website www.bhel.com. To know the implications of suspension, the bidder may see aforesaid guidelines.

- 1.21.1. Contractor's/ supplier's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor/ supplier including unexecuted portion of work/ supply does not appear to be executable within balance available period (#) considering its performance of execution.
- 1.21.2. Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.
- 1.21.3. Non-completion of work/ Non-supply by the Contractor/ supplier within scheduled completion/delivery period as per Contract or as extended from time to time, for the reasons attributable to the contractor/ supplier.
- 1.21.4. Termination of Contract on account of any other reason (s) attributable to Contractor/ Supplier.
- 1.21.5. Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
- 1.21.6. Non-compliance to any contractual condition or any other default attributable to Contractor/ Supplier.

#In-case inputs from BHEL/Customer are likely to be delayed or are actually delayed, this delay may also be taken into account while considering balance period available for execution of Contract.

1.21.7. Risk and Cost against Balance Work:

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

Where,

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

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

H = Overhead Factor to be taken as 5

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

***(Balance scope of work/ supply)**

1.22. The bid submitted by a techno commercially qualified bidder(s) 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 bids shall be returned to the bidders.

1.23. 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.



1.24. In case there is no change in the technical scope and/ or specifications and/ or commercial terms & conditions, the bidder/s shall not be allowed to change his/ their price bids after the due date, within the validity period.

1.25. In case of changes in scope and/ or technical specifications and/ or commercial terms & conditions, having price implications, techno-commercially acceptable bidders shall be asked by BHEL (after freezing the scope, technical specifications and commercial terms & conditions) to submit the impact of such changes on their price bid. A suitable cut-off date and time should be given to all the techno-commercially acceptable bidders to submit the impact on their price bids.

1.26. In the event of any bidder, after finalizing the technical specification & scope of work, opting to revise and submit their latest price bid instead of submitting impact on their price bid asked by BHEL, then their original price (i.e. the previous bid) shall also be opened to know the price impact.

1.27. BHEL shall not be responsible for any expense incurred by bidders in connection with the preparation & delivery of their bids, site visit, participating in the discussion and other expenses incurred during the bidding process.

1.28. The tender schedule and the tender shall be deemed to form an integral part of the contract to be entered into for this work. All the terms & conditions mentioned in this tender document shall form a part of the Contract-Agreement, which shall be executed between the successful bidder and BHEL.

1.29. The Contractor will be abiding to execute the work assignments on job contract basis strictly in accordance with the terms and conditions of the tender documents.

1.30. The Contractor will be responsible for the quality of the job and will immediately rectify the deficiency pointed out in the job performed.

1.31. **SUBLETING:** The successful bidder should not sub-contract part or complete work detailed in the tender specification undertaken by him without written permission of BHEL. The bidder is solely responsible to BHEL for the work awarded to him.

1.32. **INCIDENTS RESULTING IN TERMINATION OF CONTRACT:** Following incidents will be considered as reason for both; imposition of penalties being in the nature of liquidated damages for breach of contract and may also attract termination of contract prior to its conclusion and the completion of the services assignment as the case may be.

| S. No. | Incident |
|---------------|---|
| a. | In the event of external factors (like natural disasters) which are beyond the control of the Contractor or BHEL. |
| b. | BHEL reserves the right to terminate by prior written notice, the whole or part of the contract. The notice of termination shall specify that termination be for BHEL's convenience, the extent to which performance of work under the contract is terminated and the date on which such termination becomes effective. |
| c. | In the event of Failure/inability of one party or the other. |
| d. | Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the accepting officer shall have the option of terminating the contract without compensation to the contractor's authorized survivors. |
| e. | In the event of cancellation of any of the licenses or statutory permissions required for carrying out the services. |
| f. | In case, the personnel deployed by the Contractor found to have indulged in any criminal activity in BHEL premises. |
| g. | In case of any misrepresentation while claiming the payment. |



| | |
|----|---|
| h. | In case of non-compliance of any statutory obligations (as stated in this tender document) by the Contractor during the execution of Contract, may results into termination of Contract. In addition to the above, the Contractor shall also be liable for the penalties provided under the respective statute. |
| i. | In case of repeated violation of any of the terms of the agreement despite giving warnings on different occasions. |
| j. | If the Contractor fails to deliver any or all of the services within the time period(s) specified in the Contract, or any extension thereof granted by BHEL; |
| k. | If Contractor fails to perform any other obligation under the Contract; |

1.32.1. The grounds mentioned hereinabove are not exhaustive but merely illustrative. BHEL reserves its rights to terminate the Contract (in whole or in part) at any time in the event the Contractor has contravened any provision of the Contract or any other legal requirement or due to repeated/habitual non-adherence to the qualitative, quantitative and time requirements stipulated in the Contract after giving a notice of 30 days for rectification of the same. If the Contractor has not rectified/ corrected the deficiencies stated in the written notice issued by BHEL, within the period of 30 days from the date of issue of notice, then the Contract may be terminated by BHEL by giving a written communication to the Contractor.

1.32.2. In the event of the termination of the Contract for any reason whatsoever, BHEL's liability shall only extend to making payment to the Contractor of the Contract Price accruing (prorated, if necessary) up to the date of termination for actual services rendered by the Contractor after making all deductions that BHEL is entitled to make pursuant to provisions of this Contract. BHEL shall not have any liability to pay to the Contractor any compensation or reimburse any costs incurred by the Contractor and the Contractor hereby waives any claim for compensation for losses/damages and/or reimbursement of costs.

1.33. RECOVERY FROM CONTRACTOR: Whenever under the contract, any sum of money shall be recoverable from or payable by the contractor, the same may be deducted from any sum then due or which at any time thereafter may become due to the contractor under the contract or under any other contract with BHEL or from his security deposit, or the contractor shall pay the claim on demand without any terms & conditions.

1.34. TERMINATION OF CONTRACT ON DEATH: Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the accepting officer shall have the option of terminating the contract without compensation to the contractor's authorized survivors.

1.35. POST TECHNICAL AUDIT OF WORK & BILLS: BHEL reserves the right to carry out a post payment audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc. and to enforce recovery of any sums becoming due as a result thereof in the manner provided into the proceeding sub-paragraph provided however, that no such recovery shall be enforced after three years of passing the final bill.

1.36. SECRECY OF CONFIDENTIAL INFORMATION: The bidder(s)/contractor agree & acknowledge that in the course of their discussions and interaction, BHEL may disclose information of confidential proprietary nature relating to its business, products, know-how, technology, customers, employees and financial to the bidder(s)/contractor. Such information shall be considered as confidential. The contractor agrees to keep it confidential & secret at all times and not directly or indirectly disclose to any party other than its employees and authorized personnel's strictly on a need know basis, without the prior written permission of BHEL.



SETTLEMENT OF DISPUTES

1.37. 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, execution, effect, interpretation or breach of the 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 from the BHEL Panel of Conciliators.

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration & Conciliation Act, 1996 or any statutory modification thereof and as provided in the BHEL Conciliation Scheme as applicable from time to time.

1.38. ARBITRATION:

1.38.1. In case amicable settlement is not reached between the Parties, 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, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by BHEL.

The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be **DELHI**.

The cost of arbitration shall be borne as per the award of the Arbitrator.

Notwithstanding the existence or 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 except where the Contract has been terminated by either Party in terms of this Contract.

1.38.2. **In case of order/contract on Public Sector Enterprises (PSE) or a Govt. Deptt., the following clause shall be applicable: -**

In the event of any dispute or difference relating to the interpretation and application and execution of the Contract, such dispute or difference shall be resolved amicably by mutual discussions. In case of disputes not resolved by mutual discussions, these shall be referred by either parties for resolution of CPSES Disputes (AMRCD) as mentioned for in Department of Public Enterprises (DPE) Office Memorandum Ref. No. F. No. 4 (1)/2013-DPE(GM)/FTS- 1835 dated 22.05.2018 dated 22.05.2018 as amended.

1.39. APPLICABLE LAWS AND JURISDICTION OF COURTS: Indian laws both substantive and procedural, for the time being in force, including modifications thereto, shall govern the Contract including Arbitration proceedings. Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of a suit, any and all actions and proceedings arising out of or relative to the contract shall lie only in the court of competent civil jurisdiction in this behalf at **DELHI** and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts.



1.40. DEFAULT/BREACH OF CONTRACT, INSOLVENCY AND RISK PURCHASE

- 1.40.1. If the Service Provider / Contractor fails to provide the required services as per the Contract / fails to deliver the goods or materials or any instalment thereof within the period(s) fixed for such delivery or delivers goods or materials not of the contracted quality and failing to adhere to the contract specifications or at any time repudiates or otherwise abandons the contract before expiry of such period or refuses or is unable to supply / provide goods / services or materials covered by the Order/Contract either in whole or in part or otherwise fails to perform the Order/Contract or commits any breach of the Order/Contract not herein specifically provided for or in the event of the death or insanity or if the Seller/Contractor being an individual or if a firm on a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the Order/Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolved under the Partnership Act or if the Seller/Contractor(Service Provider) being a company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager, the purchaser without prejudice to his right to recover any expenses, losses or damages to which the purchaser may be put to incur or sustain by reason of the Seller/Contractor's default or breach of Order/Contract shall be entitled to cancel the Order/Contract either in whole or portion thereof without compensation to the Seller/Contractor(Service Provider) and if the purchaser so desires, he may procure upon such terms and in such manner as he deems appropriate, stores not so delivered or others of a similar description where stores exactly complying with particulars are not, in the opinion of the purchaser, which shall be final, readily procurable, at the risk and cost of the Seller/Contractor(Service Provider) and the Seller/Contractor(Service Provider) shall be liable to the purchaser for any excess costs provided that the Seller/Contractor(Service Provider) shall continue the performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The Seller/Contractor (Service Provider) shall on no account be entitled to any gain on such repurchases.
- 1.40.2. Cost of the purchases/service made by the Purchaser/Service taker at the risk and cost of the seller/Contractor (Service Provider) shall be worked out after levying 30% overheads as departmental charges on the cost of materials / services so purchased/hired.

- 1.41. **FORCE MAJEURE:** A Force Majeure (FM) means extraordinary events or circumstance beyond human control such as an event described as an Act of God (like a natural calamity) or events such as war, strike, riots, crimes (but not including negligence or wrong-doing, predictable/seasonal rain and any other events specifically excluded in the clause). An FM clause in the contract frees both parties from contractual liability or obligation when prevented by such events from fulfilling their obligations under the contract. An FM clause does not excuse a party's non-performance entirely, but only suspends it for the duration of the FM. The firm has to give notice of FM as soon as it occurs and it cannot be claimed ex-post facto. There may be a FM situation affecting the purchase organization only. In such a situation, the purchase organization is to communicate with the supplier along similar lines as above for further necessary action. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for a period exceeding 90 (Ninety) days, either party may at its option terminate the contract without any financial repercussion on either side.



Notwithstanding the punitive provisions contained in the contract for delay or breach of contract, the supplier would not be liable for imposition of any such sanction so long as the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event covered in the FM clause.

1.42. AGREEMENT TENURE & CONTRACT PERIOD: The contract will commence on the date as applicable against the contract/agreement and will remain in force for a period of twenty-four months. However, this Agreement shall be liable for termination earlier by the BHEL at any time by giving minimum 30 days' notice to the Contractor without assigning any reason therefore and without prejudice to the rights of BHEL to recover any amount becoming due under this Agreement.

1.43. NO CLAIM CERTIFICATE: The Contractor shall not, be entitled to make any claim, whatsoever, against BHEL under or by virtue of or arising out of this contract nor shall BHEL entertain or consider any such claim after Contractor shall have signed a "no claim certificate (**WAM 10**)" in favour of BHEL in such forms as shall be required by BHEL after the works are finally accepted or finalization of contract.

1.44. CLARIFICATION OF BIDS: During evaluation of bids, BHEL may, at its own discretion, ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing over e-mail. If the response to the clarification is not received before the expiry of deadline prescribed in the request, BHEL reserves the right to make its own reasonable assumptions at the total risk and cost of the bidder. Also seeking clarification does not mean bidder's bid has been accepted.

1.45. The performance of the services will be continuously evaluated by the designated committee/user groups nominated by BHEL.

1.46. LISASONING WITH LOCAL AND STATE AUTHORITIES: Service Provider will co-ordinate with state and local authorities for the work being done by it, as needed.

1.47. VALUE ENGINEERING FOR BETTER SERVICES AND COST REDUCTION: Service Provider will use the expertise it has to suggest ways and means of improving the services and reducing cost.

1.48. REPORTING: Service Provider will submit the Daily, Weekly, Monthly, Quarterly, Half-Yearly and Annual Reports as per the formats discussed and decided between BHEL and Service Provider. These Formats will be submitted by Service Provider within 1 week of commencement of Services at BHEL and will be finalized within one week from submission.

1.49. Notwithstanding the punitive provisions contained in the contract for delay or breach of contract, the supplier would not be liable for imposition of any such sanction so long as the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event covered in the FM clause.

1.50. DEVIATIONS: Deviations, if any, may be indicated in format enclosed. Deviation mentioned elsewhere in the offer shall not be considered. BHEL reserves the right to accept or reject the deviation sought. Bidder may note that Bid shall be in full compliance to the requirements of Bidding Document, failing which bid shall be considered as non-responsive and may be liable for rejection.

1.51. VERIFICATION OF AUTHENTICITY OF PQR DOCUMENTS: BHEL reserves the right to verify credentials of the Bidder. BHEL also reserves the right to cross-check / verify the genuineness / authenticity of the documents submitted by the bidder from the issuing Authority. At any stage, BHEL may also ask for original documents and bidder/ contractor has to submit the same. If at any stage, the document(s) submitted by bidder/ contractor is/ are found incorrect/ false, the necessary action will be taken by BHEL against the bidder/ contractor as per extant guidelines/ policies/ terms & conditions of this tender.



1.52. PREVENTIVE CHECKS TO ELIMINATE SUSPECTED CARTEL FORMATION BETWEEN SUPPLIERS: 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.

1.53. The evaluation currency for this tender shall be INR.

1.54. DUE DILIGENCE: The Bidder is expected to examine all instructions, forms, terms & specifications in the bidding document. Failure to furnish all information required by the bidding document or submission of a bid not responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid.

1.55. The Service Provider hereby undertakes that it shall not charge any fees in whatever name, or take any monetary / non-monetary considerations / deductions from its employees/ individual/ persons/ resources engaged by it, to be deployed at BHEL site. The Service Provider further agrees that it will not indulge in any unethical practices and acknowledges that any non-compliance of the aforesaid undertaking will be treated as a material breach of the Contract, in which case BHEL shall have the right to take appropriate independent actions including termination of the Contract and actions as deemed fit.

1.56. After award of contract, if the Service Provider is found to be charging any amount from the manpower on its roll in any manner, the agreement shall be terminated immediately with forfeiture of Performance Security amount and also the Service Provider will be blacklisted. Any amount received from its manpower as registration or any fees by the Service Provider will be recovered from the pending bills and will be paid directly to the concerned manpower.

1.57. The Service Provider shall nominate a coordinator/ Single Point of Contact (SPOC) who shall be responsible for regular interaction with BHEL so that optimal services of the persons deployed could be availed without any disruption.



SECTION-II

SPECIAL TERMS & CONDITIONS OF TENDER

2. SPECIAL INSTRUCTION TO BIDDERS:

2.1. STATUTORY OBLIGATIONS / COMPLIANCES / REQUIREMENTS: Contractor shall comply with all the statutory requirements, rules, regulations, notifications in relation to employment of his employees, issued from time to time by the concerned authorities. The Contractor shall duly comply with all Acts, Laws, or other Statutory rules, regulations, bye-laws applicable or which might be applicable to DELHI with regard to the performance of the work assignments included herein or concerning this Agreement but not limited to **The Contract Labour (Regulation & Abolition) Act-1970 and the related Rules, The Minimum Wages Act-1948 and the related rules, The payment of wages Act-1936 and the related rules, The Factories Act - 1948, The Employees' Provident Fund & Miscellaneous provisions Act 1952, Employees' Deposit Linked Insurance (EDLI) Scheme-1976, Employees' Pension Scheme-1995, Employees' State Insurance Act-1948 (to the extent as may be applicable, if any), The Employees Compensation Act 1923 (to the extent as may be applicable, if any), Payment of Bonus Act-1965, Payment of Gratuity Act-1972, Inter-State Migrant Workmen (Regulation of Employment & Conditions of Service) Act-1979, Equal Remuneration Act-1976, Industrial Employment (Standing Order) Act-1960 , The Industrial Disputes Act-1947, The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act-2013, Income Tax Act (with special reference to TDS U/S 192 TO 195 of the Act), GST Act-2017, Child Labour (Prohibition And Regulation) Act, 1986, And Rules, Delhi Shops and Establishments Act 1954, Maternity Benefit Act, 1961, Inter-State Migrant Workmen Act, 1979** and the amendments made thereafter to these Acts/ Laws and from time to time take such steps as may be deemed necessary in this regard. Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him. Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and also provide a copy of the same to BHEL.

2.2. DEATH CUM ACCIDENTAL INSURANCE POLICY: The Contractor shall necessarily buy death cum accidental insurance (24x7) policy for all of his workforce to be deployed under the contract before the start of work. No workforce should enter the BHEL-premises or working area without insurance cover. Copy of the Insurance Policy to be necessarily submitted by the Contractor in the first month itself of start of the contract. The coverage shall be of **₹5.00 Lakhs** per individual. The sum assured (**₹5.00 Lakhs**) shall become payable to the nominee/legal heir in the event of death due to accident of insured person. In the event of death of any member of workforce deployed by the contractor without proper insurance cover, the contractor shall be liable to pay **₹5.00 Lakhs** to the nominee/ legal heir of such deceased member of workforce. Accident Insurance Scheme which will be a one-year cover, renewable from year to year, offering accidental death & disability on account of an accident. The Contractor will be responsible to pay the premium per annum per member for all the workforce during the contract. The Contractor must submit documentary evidence to show coverage of all the workforce under the above-mentioned insurance scheme at all times during the validity of contract.

2.3. The bidder(s) have to assess the premium of insurance cover for the entire contract period. Bidders should include the impact of cost of insurance cover in their quote (i.e. Service Charge) itself.

2.4. The Contractor will have full and exclusive liability for Wages, PF, ESI, Bonus, Insurance, Uniform etc.; for the personnel deployed by the contractor and other obligation referred under the law now and thereafter imposed by the Government / Local Bodies. The Contractor shall be fully responsible for the timely payment of wages, provident fund, bonus or any other benefits payable under the aforesaid Acts, Laws and regulations to the



Workforce engaged by him at the work premises of the BHEL. BHEL shall not be responsible for these payments or any other liability on this account. The Contractor shall also indemnify and compensate BHEL for any liability incurred by BHEL, if any, including costs incurred thereon. In that event, the nominated officer of BHEL shall be entitled to recover the amount so paid, from the contractor, including forfeiture of the Security Deposit; and, if the sum so payable and / the Security Deposit is less than BHEL's claim, it shall be lawful for BHEL to recover the balance amount as a debt from the Contractor.

2.5. BHEL will have no liability whatsoever concerning the workforce deployed by the Contractor for the purpose. Contractor will ensure that the job is executed through his workforce on his rolls and under no circumstances the contractor will deploy any casual workforce to carry out the job nor shall sub-contract the job. Contractors are advised that workforce must be employed without any discrimination on caste or creed basis. Whenever it comes to notice that undue influence (external) is exerted to appoint select workforce, the Contractor shall report the same immediately, with necessary details, to Work Order issuing authority. Any complaints received regarding workforce exploitation (i.e. non-compliance of labour laws, release of less payment/perks, delay in payment etc.) shall be viewed very seriously and necessary action, as deemed fit, shall be initiated against the Contractor. Contractor to take due care of this aspect during execution of the Contract.

2.6. Continuation of the Contract shall be based on the performance of the Contractor. The following parameters shall inter-alia be considered while evaluating performance of the contractor like Timely rendering of services; Quality of works/services; Compliance with statutory requirements; Safety consciousness; Maintenance of staff in proper uniform, Timely payment of wages, and other terms & conditions of contract.

2.7. The Contractor shall perform the work assignments to the best satisfaction of BHEL. In case of continued unsatisfactory performance over a period of time by the Contractor, BHEL shall intimate the same in writing to the Contractor; however, if the performance of the contractor does not improve even thereafter, then, BHEL shall have the right to terminate the contract at the Contractor's risk and cost, by giving one month's notice. In addition, BHEL shall also have the right to forfeit in full, the Security Deposit deposited by the Contractor.

2.8. **The Workforce deployed by the Contractor will have no right or claim for the permanent absorption in BHEL. In this connection, the contractor has to submit an affidavit duly signed by all the workforce deployed at BHEL.**

2.9. **CARE & TREATMENT:** Contractor or his representative should be in regular touch with all his workforce during all work timings. If any member of workforce falls ill or suffers an accident / injury, the contractor or his authorized representative, shall immediately arrange to take him/her for proper medical care. Delay / ignoring will be treated as violation of contractual obligations. **Provisions of First Aid Facility should be provided & maintained by the Contractor so**, as to be readily accessible during all working hours. Adequate arrangement shall be made for immediate recoupment of the equipment when necessary. In case, while on duty and during the course of engagement in work premises of BHEL under this Agreement, if any of the Contractor's Workforce meet (s) with any injury / indisposition due to accident or other natural calamities, the Contractor shall ensure that immediate and adequate medical aid viz., first -aid and subsequent treatment facilities are provided to the person(s) concerned free of cost without fail. In addition, the Contractor shall also be liable for meeting other statutory liabilities like ESI, Insurance etc. Contractor shall make every arrangement to render all the possible assistance to their workforce in such cases.

2.10. All the facilities required to be provided to workforce under Contract Labour (Regulation & Abolition), Act, 1970 shall be provided by the Contractor.



2.11. REGISTERS AND RECORDS AND COLLECTION OF STATISTICS: All registers and other records required to be maintained under various Labour Laws Rules, shall be maintained complete and up-to-date, and, unless otherwise provided for, shall be kept with Work Supervisor or the nearest convenient building within the precincts of the workplace or at a place within a radius of three kilometers. Such registers shall be maintained legibly in English and Hindi or in the language understood by the majority of the workforce. In case of any call seeking information or statistics in relation to contract labour at any time by an order in writing, the same should be provided without fail. The contractor shall maintain all Register(s); or alternative suitable Register(s) in lieu of any of the registers prescribed below, may be used with the previous approval of the Competent Authority in order to avoid duplication of work for compliance with the provisions of any other Act or the rules framed thereunder for any other laws or regulation or in cases where mechanized pay rolls are introduced for better administration.

2.11.1 Contract Labour (Regulation & Abolition), Act, 1970 & Payment of Wages Act, 1936:

- Employee Register in FORM- A.
- Wage Register in FORM- B.
- Register of Loan / Recoveries in FORM- C
- Attendance Register in FORM- D.
- Employment Card in FORM – XII
- Copies of Wage Slips in FORM – XIX.
- Copies of Half-Yearly Returns in FORM – XXIV.

2.11.2 Employee State Insurance Act, 1948:

- Register of employees in FORM-6
- Accident Book in FORM-11

2.11.3 Employees Provident Fund & Miscellaneous Provisions Act, 1952: The Contractor has to maintain the Eligibility Register and Online Returns submitted in compliance to Para 36B of the EPD Scheme 1952. Copies of Nomination cum Declaration prescribed under the Payment of Wages Act 1936, The Employees Provident Fund & Miscellaneous Provisions Act 1952, and The ESI Act 1948.

2.11.4 The Payment of Bonus Act, 1962:

- Register showing the details of the amount of bonus due to each of the contract workers, the deductions under Sections 17 and 18 and the amount actually disbursed, in FORM- C.
- The contractor shall send a return in FORM – D to the Inspector so as to reach him within 30 days after the expiry of the time limit specified in Section 19 for payment of Bonus.

2.11.5 The Ease of Compliance to Maintain Registers under various Labour Laws Rules, 2017: Ministry of Labour & Employment has since notified "Ease of Compliance to maintain Registers under various Labour Laws Rules, 2017" on 21st February 2017 which has in effect replaced the 56 Registers/Forms under 9 Central Labour Laws and Rules made thereunder in to 5 common Registers/Forms. This will save efforts, costs and lessen the compliance burden by various establishments. These Rules are available on the Website of this Ministry at the link below:
<http://labour.gov.in/whatsnew/ease-compliance-maintain-registers-under-various-labour-laws-rules-2017>

- Employee Register – FORM A.
- Wage Register – FORM B.
- Register of Loan/Recoveries – FORM C.
- Attendance Register – FORM D.



2.12. RETURNS UNDER LABOUR LAWS: The Unified Shram Suvidha Portal, developed by Government of India, facilitates reporting of inspections & submission of Returns and has also been envisaged as a single point of contact between employer, employee and enforcement agencies bringing in transparency in their day-to-day interactions. For integration of data among various enforcement Agencies, the Contractor, as an inspectable unit, is required to register and obtain Labour Identification Number (i.e. LIN) from Shram Suvidha Portal and submit the same in BHEL. Single Online Common Annual Return under 9 Central Labour Acts {(1) Payment of Wages Act, 1936 (2) Minimum Wages Act, 1948 (3) Contract Labour (Regulation and Abolition) Act, 1970 (4) Maternity Benefit Act, 1961 (5) Building and Other Construction Workers (Regulation of Employment and Condition of Service) Act, 1996 (6) Payment of Bonus Act, 1965 (7) Inter-State Migrant Workmen (Regulation of Employment and conditions of Service) Act, 1979 (8) Industrial Disputes Act, 1947 (9) The Mines Act 1952} has been made operational on Shram Suvidha Portal since 24th April 2015 to facilitate filing of simplified Single Online Return by the establishments instead of filing separate Returns, under the Various Acts and same shall be duly filed by the contractor with a copy to BHEL. The Contractor shall submit annual returns in Form-6A and Form 3A, prescribed under statutory EPF scheme, 1952 and annual returns in Form-6 prescribed under ESI Act, in respect of all the workforce (wherever applicable) deployed by him with a copy to BHEL.

2.13. The contractor shall comply with all norms stipulated by BHEL such as gate passes, discipline & decency at and around the work site etc.

2.14. No excuses for hindrance viz. jungle, extreme weather condition, non-availability of workforce, non-availability of funds etc. will be entertained for not completing the work during the entire contract period.

2.15. The Contractor shall indemnify and compensate BHEL, if BHEL as Principal Employer under the Contract Labour (Regulation and Abolition) Act, 1970 becomes liable to assume any liability towards the workforce engaged by the contractor. In that event, the provisions relating to recover as provided in relevant clauses of the said Act shall be applicable in toto.

2.16. CONDUCT: Contractor shall behave properly with the dealing officials of BHEL and shall not use baseless or un parliamentary word or language in verbal/written communications against any officials of BHEL. Such act on part of the contractor, the same shall be viewed seriously by BHEL and suitable action, as deemed fit, shall be taken by BHEL. The Proprietors/director(s)/ authorized representative(s) on behalf of Contractor shall visit the work premise of BHEL covered under this Agreement once in 15-days during the working hours and meet BHEL representative (an executive nominated by BHEL) as a matter of routine for maintaining regular contacts and ensuring effective coordination on all related issues of Agreements. The contractor shall not indulge in any form of coercion, intimidation, threats, fake allegations acts which prevent / obstruct BHEL Officials in discharging their duties. If any discrepancy comes to notice in this respect on part of the contractor, the same shall be viewed seriously by BHEL and suitable action, as deemed fit, shall be taken by BHEL. The contractor shall not circulate any misleading papers / pamphlets / advertisements / any social media which are factually not correct / defamatory to officials or to BHEL.

2.17. BHEL will nominate for each work premise covered under this Agreement, a Representative (hereinafter called "the Company Representative") from among the Executive / Supervisor of the respective Administration Department.

2.18. In the event of termination of contract for any reason whatsoever or on completion of contract, the contractor shall withdraw all his workforce from the establishment of BHEL. In case the contractor has to discontinue services of any workforce (due to any reason) deployed under this agreement at any of BHEL premise, he should settle all statutory dues/payments of such individual immediately. In case of failure to do so, necessary penal action shall be taken against the Contractor.



2.19. The Contractor will maintain an instruction book at job premises, serially numbered on each page, so that our visiting officers can issue instructions regarding progress and quality of job to the Contractor. The Contractor or the contractor representative will sign in the instruction book in token of receipt of and understanding of such instructions. Action taken on the instructions by the contractor or the contractor's representative shall be intimated to Officer-in-Charge or any other authorized representative of BHEL and their comment be recorded in the instruction book.

2.20. Successful bidder shall abide by all the rules / regulations / status imposed by the Govt. or other concerned authorities. The contractor will be responsible for workmen's compensation & other requirements of local Municipalities / Govt. or any other law regulating bodies.

2.21. Successful bidder shall have to execute "**Contract Agreement**" on a non-judicial stamp paper of ₹100/- at **DELHI-India**, immediately after the issuance of LOI / Work Order. Payment will not be released if agreement is not signed & submitted.

2.22. **LABOUR LICENCE:** The Contractor shall have to obtain labour license {(as on date- if the number of workforce deployed is more than 19) from appropriate government (as on date Central Government)} by taking up the job on contractual basis under Contract Labour (Regulation and Abolition) Act-1970 and submit the copy of licence to BHEL within 15 days from the date of placement of Work Order / LOI. No contractor to whom Contract Labour (Regulation and Abolition) Act-1970 applies shall supply or engage contract labours in the establishment or undertake or execute the work through contract labour without a valid labour licence. In case the number of workforces desired to be deployed by the contractor against the contract during execution exceeds the number of workforces allowed in the license, then the contractor shall obtain prior amended valid labour license for the contract for the requisite number of workforces.

2.23. **IDENTITY:** The Contractor shall ensure that the Workforces engaged by him must wear & display ID-cards prominently on their uniform during their duty period (as the same duly endorsed by BHEL). Each Workforce shall also wear his name badge (to be issued by the contractor) while on duty. All the personnel so deployed will follow strictly the security regulations of the BHEL, in vogue from time to time.

2.24. **ISSUE OF PHOTO IDENTITY CARD:** Each workforce shall be issued a photo identity card, by the Contractor employing or engaging the workforce. Every workforce shall carry on his person the photo identity card issued and shall produce it on demand for inspection by BHEL.

2.25. **ATTENDANCE RECORD:** Attendance of the workforce deployed by the Contractor will be maintained by the Contractor and copy of such document duly signed & stamped by the Contractor shall be provided to BHEL. Contract shall provide proper Biometric Employment cards for the contract workers to be deployed by him for Work/Services, duly signed by the contractor or authorized person on behalf of contractor. **Contractor is required to install Bio-Matric Attendance System to regulate attendance of the workforce engaged by them. Contractor shall provide proper Biometric Employment cards for the workforce to be deployed by him for Work/Services, duly signed by the contractor or authorized person on behalf of contractor. All the workforce deployed by the Contractor at work premises should also mark their attendance in the Bio-Matric Attendance System installed at BHEL premises. For the same, the Contractor should complete all formalities before deployment of workforce at work premises.** However, a physical attendance register (Muster-Roll) shall be also maintained by the concerned Work Supervisor of the Contractor at work premise for physical verification by BHEL / statutory authorities.

2.26. **CHARACTER VERIFICATION AND ANTECEDENCE:** The contractor should get the character / antecedence of all the workforce deployed by them at the work premises, verified by the Police Authorities before engaging & deploying them in BHEL premises. It is mandatory for



the Contractor to Arrange / Apply for "On Line" Police Verification in respect of each individual deputed for BHEL on his own expenses and submit Police Verification Report obtained from the Police Authorities in respect of each individual before deploying him/her for BHEL treating it as a mandatory requirement. Please note that online application for Police Verification is to be made by the Contractor himself/themselves giving declaration that the individual in question is his/their own employee. Police Verification applied by the individual will not be accepted. **In case the contractor desires to change the Workforce deployed by him/her due to any reason or BHEL requires the Contractor to withdraw any workmen, the new incumbent (replacement) should be deployed with the clearance of BHEL, subject to verification as explained above.**

2.27. WAGES:

- 2.27.1. Components of Wages / Statutory Payments (i.e. Rates of Minimum Wages, Rates of Contribution by Employer & Employee towards EPF and ESI, Rates of Contribution by Employer towards Bonus, Number of Encashable Leaves etc.) are subject to amendments as & when promulgated from time to time by respective statutory authorities / appropriate government.
- 2.27.2. The Contractor will pay the minimum wages as per relevant provisions of Minimum Wages Act, 1948 (i.e. Respective State Govt. notified Minimum Wages) along with BHEL additional payment / cash component of ₹3200/-, ₹3700/- & ₹4100/- for Un-skilled, Semi-Skilled and Skilled Category of workforce respectively.
- 2.27.3. Increase of VDA as & when notified by **Govt. of NCT of Delhi** (subsequent to floating of this tender) be incorporated in the monthly wage calculation and any further increase of VDA will become the part of monthly consolidated wages.
- 2.27.4. All payments to the contractor's workforce (so engaged for deployment under this contract) shall be as per the terms of contract and as per details enumerated in **Annexure- F1.**
- 2.27.5. Every contractor shall issue wage slips, to the workmen at least a day prior to the disbursement of wages. The Wage slip must bear the Contractor's name & logo etc. The 'Wage Slip' must also mention clearly the Name & ID of individual, all the wage components. Besides, UAN, PF Account No., ESI Account No., all other relevant details must also be mentioned on the '**Wage Slip**'. **The Contractor will be responsible for Maintenance of records** / exhibiting of notices / issue of wage slips etc.
- 2.27.6. The contractor shall fix wage periods in respect of which wages shall be payable.
- 2.27.7. No wage period shall exceed one month.
- 2.27.8. Where the employment of any member of workforce is terminated by or on behalf of the contractor the wages earned by him shall be paid before the expiry of the second working day from the day on which his employment is terminated.
- 2.27.9. All payments of wages shall be made on a working day and during the working time and on a date notified in advance and in case the work is completed before the expiry of the wage period, final payment shall be made within 48 hours of the last working day.
- 2.27.10. Wages shall be paid without any deductions of any kind except those specified by the Central Government by general or special order in this behalf or permissible under the Payment of Wages Act, 1936 (4 of 1936).
- 2.27.11. An executive nominated by BHEL shall record under his signature a certificate at the end of the entries in the Register of Wages or the [Register of Wages-cum-Muster Roll] as the case may be, in the following form: "Certified that the amount shown in column No. ... has been paid to the workman concerned on at"



2.27.12. **MODE and TIME FOR PAYMENT OF WAGES:** The Contractor shall make the disbursement of wages to all the workforce in a suitable applicable mode (**primarily by electronic mode**) but strictly not in cash and inform BHEL electronically the amounts so paid along with their respective mode of transaction. The contractor shall adopt & promote digital payments (NEFT/RTGS) as these are transparent, less time consuming, user-friendly & convenient mode of payment. Opening of bank account or making the payment of wages in their existing /new bank account is the responsibility of Contractor itself. All wages shall be paid in current coin or currency or in both. The Contractor shall fix wage periods in respect of which wages shall be payable. No wage period shall exceed one month. **The wages of every person employed as contract labour in an establishment or by a contractor, where less than one thousand such persons are employed, shall be paid before the expiry of seventh day (7th) and in other cases before the expiry of tenth day after the last day of the wage period in respect of which the wages are payable. Any delay on this account (i.e. delay in disbursement of monthly wages) may result into penalty or termination of Contract.**

2.28. **BONUS:** The contractor shall be liable to pay statutory bonus under **The Payment of Bonus Act 1965** and submit proof of disbursement. The contractor shall ensure the payment of Min. Bonus @ 8.33% as per Payment of Bonus Amendment Act 2015. Same is applicable for the Wages up to ₹21,000/-. As per Bonus Amendment Act-2015, bonus is to be computed on ₹7,000/- or the minimum wage for the scheduled employment, as fixed by the Appropriate Government, whichever is higher. The contractor shall strictly comply with the provisions of **The Payment of Bonus Act 1965** and **The Payment of Bonus Amendment Act-2015**. The Contractor has to disburse the payment of Bonus to their workforce within a period of eight months from the close of the accounting year. and submit proof of payment of bonus in **Form-C** and **Form-D** under the Act to BHEL. Payment against Min. Bonus shall be made to the contractor when the contractor submits proof of such payment at the end of one accounting year i.e. annual basis (and not with every monthly bill).

2.29. The Contractor shall comply with the provisions of the **Payment of Wages Act, 1936** and the rules made there-under in respect of all workforce employed by him in the services/works. If in compliance with the terms of the contract, the Contractor shall supply any workforce to be used wholly or partly under the direct orders and control of BHEL whether in connection with the works to be executed hereunder or otherwise for the purpose of BHEL, such workforce shall nevertheless be deemed to comprise persons employed by the contractor and any moneys which may be ordered to be paid by BHEL shall be deemed to be money payable by BHEL on behalf of the Contractor and BHEL may on failure of the Contractor to repay such money to BHEL deduct the same from any money due to the Contractor in terms of the contract. BHEL shall be entitled to deduct from any money due to the contractor (whether under this contract or any other contract) all money paid or payable by BHEL by way of compensation of aforesaid or for costs of expenses in connection with any claim thereto and the decision of BHEL upon any question arising out of the effect or force of this Clause shall be final and binding upon the Contractor.

2.30. **EPF:** The Contractor shall comply with the provisions of **Employees Provident Fund Scheme, 1952; Employees' Pension Scheme, 1995; and Employees Deposit Linked Insurance Scheme, 1976**; as modified from time to time through enactment of **Employees Provident Fund & Miscellaneous Provisions Act, 1952**, wherever applicable and shall also indemnify BHEL from and against any claims under the aforesaid Act and the Rules. The Contractor should allot PF account number and get the nomination form, duly filled in, from each member of workforce deployed by him at the time of joining. Each member of workforce must have his/her Provident Fund KYC completed and his respective UAN must have been allocated. All the Workforce must possess "**UAN Card**" having an active UAN (Universal Account Number) so that they can avail all the intended benefits of EPF. The contractor shall deposit Employees and Employer Contributions in the designated accounts with the designated authority for each wage month. After termination of contract or on completion of contract,



the contractor shall provide due assistance to their workforce for withdrawal of PF/Pension amount, when due. The Contractor shall liaison with the PF officials to get the annual PF slips and distribute amongst their own workforce.

- 2.31. **ESI:** The contractor shall strictly comply with the provision of **Employees' State Insurance Act-1948** (to the extent as may be applicable, if any). The Contractor should allot ESI account number and get the nomination form, duly filled in, from each member of workforce deployed by him at the time of joining. At the time of joining, the contractor shall get the self / family registration form filled by each member of workforce and submit to the local ESI office. All eligible Workforce must possess "**ESIC SMART PEHCHAN CARD**" so that they can avail medical & other intended benefits of ESIC. The contractor shall facilitate collection of issued ESI cards by his workforce.
- 2.32. In lieu of ESI {for those set of workforces who are or will be outside the coverage of ESI}, a comprehensive Insurance Policy for meeting the liability under Employees Compensation Act & Medical Coverage for the worker and dependent family members within the same allocable ESI cost will be taken by the contractor and it shall be voluntary for respective workforce.
- 2.33. As per the Payment of Gratuity Act, 1972, "completion of continuous service of five years is not necessary where the termination of the employment of any employee is due to death or disablement" and hence payment for gratuity in such case during the currency of the contract will be paid to the contractor on submission of copy of proof of disbursement of gratuity payable to his employee. In case of death of the employee of the contractor, gratuity payable to deceased employee shall be paid by the contractor to his nominee or, if no nomination has been made, to his heirs, and where any such nominees or heirs is minor, the share of such minor, shall be deposited with the Controlling Authority. Nomination form as prescribed under Payment of Wages Act must be kept on record and should be considered for extending benefit by the Contractor.
- 2.34. **CONTRACTOR TO ENGAGE WORKFORCE BELONGING TO SCHEDULED CASTES AND WEAKER SECTIONS OF THE SOCIETY:** While engaging & deploying the workforce, Contractors are required to make efforts to provide opportunity of employment to the people belonging to Scheduled Castes and weaker sections of the society also in order to have a fair representation of these sections.
- 2.35. **Online Electronic Cum Challan Receipt (ECR) is available for both EPFO and ESIC independently. Filing & Payment of contribution is also online with no requirement of any paper document. Establishments can also online file a common Electronic Cum Challan Receipt (ECR) for both EPFO and ESIC on Shram Suvidha Portal.**
- 2.36. The contractor should ensure / check that if your new joining employee (if any) was earlier working & issued with any UAN / ESI Card, if so, insert his details (old) in your portal otherwise register your new workforce immediately.
- 2.37. The contractor shall also update mobile/telephone/e-mail/family details/ KYC etc. particulars of all workforce in the EPFO & ESIC portals to enable them to avail all the intended benefits under EPF and ESIC schemes. This will also help statutory authorities in approaching workforce to deliver services/advice quickly.
- 2.38. The Contractor shall immediately at the time of employment / deployment of any workforce, inform the individual of his rights / benefits (under EPF / ESI etc. schemes) & duties, in writing as well as through electronic means, in English or Hindi or in the official language of the area of deployment, as may be understood by the individual.
- 2.39. The Contractor has to mandatorily provide comprehensive day-long training for the awareness of labour laws, benefits under various Social Security Schemes, grievance Redressal mechanism, duties, scope of work, safety & health measures, BHEL's security rules



& regulations, any other provisions applicable to his workforce deployed by him at BHEL premises under this contract. The Contractor has to submit documentary proof / evidence (along with first bill) to BHEL having conducted such a training to all the workforce.

2.40. CHARGES FOR EXTRA SERVICES / OVER TIME: In addition to normal duty hours, extra services may be required. However, the Contractor shall not render any extra services unless he receives specific written instructions in writing from authorized representative(s) of BHEL. Moreover, when any member of workforce works for more than 48 hours in any week, he/she is entitled for wages on overtime rates i.e. double the ordinary rates of wages. It is provided therein that where a member of workforce is required to work beyond the normal hours of work or on any day of rest, he/she shall be entitled to wages at rate of twice his/her ordinary rate of wages in respect of the overtime work or work done on a day of rest, as the case may be. Computation of extra duty hours shall be done on weekly basis. When payment is made on monthly scale of pay, the daily rate of wages can be obtained only by dividing the amount of wages for 30 days by 26. Further, due to any reason, the duty hours performed by a member of workforce are less than 48 hours for that particular week, per hour charges for extra hour shall be same as rate of wages per hour. The work hours may be increased up to 54 hours a week subject to the condition that overtime work hours do not exceed 150 in one year. As far as payment of Overtime / Extra Services is concerned, due care and control to be exercised. Contractor has to maintain records and register prescribed for Over Time.

2.41. WORKING DAYS / HOLIDAYS / LEAVE: All the workforce must be allowed at least one whole day of rest / weekly-off for every six continuous working days. No deduction shall be made by the Contractor from the wages of any workforce on account of "01-Weekly-Off" or "3-4 National Holidays (i.e. viz. Republic Day, Independence Day, Mahatma Gandhi Jayanti, Dr. Bhim Rao Ambedkar Jayanti") or "05 Religious Festivals (i.e. Holi, Dussehra, Diwali, Eid-ul-Fitr, Guru Purav). Workforce deployed by the Contractor shall be required to work normally on all six days (Monday to Saturday) for 8 1/2 Hrs. with a break of half-an-hour after every 04 Hrs. Workmen/manpower would be also entitled for leaves (on pro-rata basis). Beyond specified leaves as applicable, leave will be treated as leave without pay (LWP) for which necessary deduction will be made in the billed amount if no replacement is provided. The Contractor's workforce shall be entitled to leave in each calendar year as admissible under Delhi Shops and Establishments Act -1954 viz., (i) 15 days' privilege leave after one year i.e. 5 days' privilege leave with pay after every four months of continuous employment; (ii) 12 casual/sick leave after one year i.e. one casual/sick leave, after every month of continuous employment which cannot be accumulated beyond one year. Contractor will make payment/disbursement of leave-salary on account of un-availed 15 days' privilege leave) to his workforce on calendar year basis.

- The Contractor shall be responsible for strictly complying rules on weekly off /Leave / Holidays as prescribed under the statutory laws/rules and thereof.
- Payment against encashment of paid leave shall be made to the Contractor when the Contractor submits proof of such payment at the end of one year i.e. annual basis (and not with every monthly bill).
- If there are any changes in statutory laws / periodicity of payment of leave element or if any other leave / holidays are enforced or modified in future, the Contractor will be authorized for billing to cover the same accordingly.
- The Contractor will maintain proper records of Leaves/ Holidays/ Weekly off etc. granted to the workforce.

2.42. WORKING TIME & NATURE OF SERVICES: The contractor shall perform all the job / services as details mentioned in Section-III on day to day basis.



2.43. Safety, Health and Environment (SHE) MANAGEMENT:

- 2.43.1. All necessary precautions for safety of the man / machine, fire hazard & environmental aspects shall have to be taken by the Contractor for the activities performed by his workforce.
- 2.43.2. The Contractor will be responsible for meeting all obligations for providing a safe and healthy workplace for its workforce. The contractor will be responsible for frequent and regular safety inspections of the worksites, materials, and equipment by its competent employees.
- 2.43.3. **Safety and Personal Protective Equipment:** Unless otherwise specified, the contractor is responsible for providing all necessary safety and personal protective equipment (PPE) needed by its workforce. This equipment must meet appropriate OSHA requirements and be in good working order. The contractor shall ensure that its workforce have received appropriate training on the use and maintenance of safety and PPE prior to its use. Failure to correctly use appropriate safety equipment is a violation of the contract and may result in penalty in line with tender T & C.
- 2.43.4. **Safety Training:** The contractor must ensure that its employees have completed appropriate health and safety training when required by statute/regulation and provide documentation of such training when required by BHEL.
- 2.43.5. **Safety and Health Plan:** The contractor must develop and implement a comprehensive health and safety plan for his or her workforce, which covers all aspects of operations and activities associated with the contract. This plan must comply with all statutorily applicable health and safety regulations and any project-specific requirements that BHEL has specified.
- 2.43.6. It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the "**National Policy on Safety, Health and Environment at Workplace**".

2.44. BHEL shall have no direct responsibility / liability in respect of the Workforce engaged by the Contractor on Job Contract Basis under this Agreement.

2.45. In case, the Contractor fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof BHEL is put to any loss / obligation, monetary or otherwise, BHEL will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Contractor, to the extent of the loss or obligation in monetary terms.

2.46. BHEL reserves the right to withdraw / relax any of the terms and condition mentioned, so as to overcome the problem encountered at a later stage.

2.47. The Contractor will submit periodical returns as may be specified from time to time by BHEL / statutory authority and as prescribed under various labour laws and will maintain all necessary records / reports in this regard. The Contractor shall submit Half Yearly / Yearly Returns to Regional Labour Commissioner or appropriate Authority as required under Contract Labour (Regulation& Abolition) Act 1970 and forward a copy to BHEL also.

2.48. The Contractor shall exhibit its licence (Labour Licence if applicable etc.) or copy thereof in a conspicuous place at workplace in BHEL Premise. Every contractor shall display an abstract of the Contract Labour (Regulation and Abolition) Act, 1970 and rules in English and Hindi and in the language spoken by the majority of workforce in such form as may be approved by the Chief Labour Commissioner (Central).

2.49. All the workforce of Contractor shall render necessary assistance to the police or to BHEL's authority in the process of any investigation pertaining to the activities of that Contractor.



2.50. The Contractor shall indemnify and hold BHEL harmless from and against all claims, damages, losses or expenses arising out of or resulting from the work/ services under the contract or while complying with the provisions of applicable statutes whether direct, indirect or consequential as the case may be.

2.51. It shall be the sole responsibility of the Contractor to settle disputes, if any arising out of the engagement between himself and the personnel engaged by him and the Management of BHEL shall not in any way be responsible. In the event, any personnel approach the Competent Authority under the Act or the Court, the entire expenses in this behalf shall be borne by the Contractor.

2.52. The entire administration and deployment of the workforce will be the responsibility of the Contractor. The Proprietors/director(s) / authorized representative(s) on behalf of Contractor shall visit and check their workforce deployed at BHEL premise periodically in different shift and monitor their performance.

2.53. Personal bag & baggage of all the workforce deployed by Contractor at BHEL-Premise shall be liable for physical check-up both at the time of entry into the campus and while leaving at the security gate.

2.54. The workforce deployed by the Contractor shall be the employees of the Contractor and there shall not be any employer – employee relationship between BHEL and the said employees of Contractor on any ground whatsoever. BHEL will not issue any experience certificate to the employees of the Contractor.

2.55. UNIFORM: The contractor has to ensure that uniform and turnout of the workforce shall be smart and proper at all times. Thus, it will be the responsibility of contractor to provide adequate uniform and protective clothing items to all workforce deployed by them. It is also to be noted by the contractor that since BHEL is making payment of uniform allowance to the Contractor, BHEL reserves the right to check the same. The contractor will be solely responsible to procure and issue the prescribed uniform and accessories to the workforce deployed by him and details of the same have been appended below. The uniform shall not be similar to any color/ pattern prohibited by any existing law in force in the country. The Contractor shall ensure that while on duty, his workforce put proper uniforms in distinctive color code and in neat and clean conditions issued to them by the Contractor.

| SI. No. | Item | Quantity | Periodicity | Time of issue | Uniform Articles For |
|---------|---------------------------------|----------|-------------|----------------------------------|----------------------|
| 1 | Stitched Uniform | 02 sets | 12 months | 1st & 13th month of the contract | Male |
| 2 | Black leather shoes | 01 pair | 12 months | | |
| 3 | Socks Black | 02 pairs | 12 months | | |
| 4 | Black leather belt | 01 pc | 12 months | | |
| 5 | Jersey Woolen etc. | 01 Pc | 12 months | | |
| 6 | Saree with blouse / Suit Length | 02 sets | 12 months | | |
| 7 | Black leather Footwear | 01 pair | 12 months | | |
| 8 | Socks Black/Blue | 02 pairs | 12 months | | |
| 9 | Name Plate (Plastic) | 01 pc | 12 months | | |
| 10 | Blazer etc. | 01 Pc | 12 months | | |

2.56. For security reasons, the contractor shall furnish /submit the details of his workforce along with photograph at BHEL's Security Office before they are brought into the BHEL-premise for providing various services. Without the prior knowledge of the BHEL, the contractor shall not deploy any workforce for any job within BHEL premises. In case the Contractor decides to change one or more member of his workforce, this shall be brought in writing to the notice of the BHEL.

2.57. The contractor shall not deploy any workforce below the age of 18 years.

2.58. The contractor's workforce shall not loiter in the BHEL premises and also not normally move out of their specified areas. Persons other than those who are required to work or visit the specified premises shall not be allowed into such places.

2.59. The contractor's workforce shall not indulge in entertaining their guests/outsiders in the work premise.

2.60. DISCLAIMER: While every care has been taken to ensure that the contents (w.r.t. Statutory Obligations / Compliances) of this tender document are accurate and up to date. In case of any conflict between the statutory provisions stipulated in this tender document and in the original source such as applicable Acts or the prevailing laws / rules, the statutory provisions contained in the extant law/rule and the original instructions shall prevail.

2.61. Facilities and Utilities to be provided by the Procuring Entity to service provider at Site:

2.61.1 WATER & ELECTRICITY: Water, electricity & PNG shall be supplied to the contractor by BHEL free of cost subject to that the contractor will utilize the Water/Electricity/PNG only for the services to be provided to BHEL. BHEL does not guarantee to maintain uninterrupted supply of water/ electricity/ PNG and it will be incumbent on the contractor to make alternative arrangement for proper supply of the same at their own cost in the event of any break down in the government water/ electricity/ PNG mains so that the services to be provided against this contract is not held up for the want of the same.

2.61.2 STORES & MATERIALS:

- The contractor shall be provided free of cost a space in Transit Flats for storing the materials related to housekeeping & catering services which will be utilized against this contract only. The contractor shall at all times keep the place tidy, clean and in sanitary condition to the entire satisfaction of the Officer In-charge.
- All materials are to be deposited by the contractor only in the place to be indicated by the Officer-in-charge.
- The safety & security of the contractor's materials will be the responsibility of contractor himself. BHEL will not provide any compensation due to theft, damage or loss of contractor's materials.
- The stores provided to the contractor will not be utilized as the accommodation for the workers or for any other purpose than storing the materials related to housekeeping and catering services.

2.62. The bidder has to provide workforce in sufficient numbers to maintain the buildings as required and of quality to ensure workmanship of the degree specified in the job order and to the satisfaction of the BHEL's Officer-In-Charge. Estimated quantities envisaged for all services i.e. location-category-service-wise assessment of number of points for workforce deployment is placed at **Annexure-F2**. In order to maintain quality services and minimize operational problems, the contractor may rotate the workforce with prior intimation to BHEL. For satisfactory services, the Contractor shall continuously maintain workforce strength as required to cope up with the requirement as arisen for satisfactory services to BHEL. Successful Contractor has to deploy the minimum workforce as emphasized in the scope of services in the contract at any given day. Any deficiencies of the scope of services, the monthly payment against the job / services provided get deducted to the tune of shortages on account of absenteeism.

2.63. SUPERVISORY SERVICES: Due supervision of jobs at the work premises shall be ensured by the contractor's work supervisors daily for closely monitoring services under the job contract and work supervisor shall be equipped with cell phone facility for effective coordination with BHEL. * Adequate intercommunication facilities for communication between supervisors/manager



shall also be provided by the contractor. The major responsibility of the works Supervisor would be as under:

- 2.63.1 Obtaining instructions from the concerned BHEL Official(s) for carrying out the works pertaining to their areas.
- 2.63.2 Passing on the work instructions to his team of workforce ensuring completion of work within the stipulated time as instructed above and as per the terms & conditions of the tender document.
- 2.63.3 To ensure proper conduct and discipline by his team of workforce, while performing their duty at BHEL premises.
- 2.63.4 To report / intimate any constraint, if so felt, during the execution of designated works by his team of workforce.

2.64. The workforce engaged have to be courteous with pleasant mannerism in dealing with the staff/ visitors of BHEL and should project an image of utmost discipline.

2.65. The Successful Tenderer will have to ensure "minimum requisite qualification and experience" before engagement / deployment at BHEL-premise as mentioned below. BHEL at its own discretions may ask the Contractor to get documents/qualification/skill of workforce verified at any stage during the validity of contract. Under any circumstances, workforce not having minimum requisite qualification and experience, should be engaged / deployed by successful tenderer under this contract. Non-compliance on this account observed at any stage during the validity of contract, penalty will be levied & suitable action will be taken against the Contractor as per tender terms & conditions. BHEL's decision in this regard shall be final & will be binding on the Contractor.

2.65.1 TYPE-A- Unskilled (USW): For providing Services at Job-Premise, the Contractor has to deploy unskilled workforce who must be minimum 5th Pass and know operations that involve the performance of simple duties, which require the experience of little or no independent judgment or previous experience although familiarity with the occupational environment is necessary.

Unskilled workforce includes: Attendant etc.

2.65.2 TYPE-B- Semi-skilled (SSW) / Non-Matriculate: For providing services at Job-Premise, the Contractor has to deploy semiskilled workforce who must be minimum Non-Matriculate (8th Pass), his/her work will be limited to the performance of routine operations of limited scope.

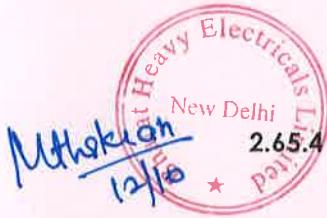
Semiskilled workforce includes: Cook etc.

2.65.3 TYPE-C- Skilled (SW)/Work Supervisor (SW) / Matriculate: For providing Services at Job-Premise, the Contractor has to deploy skilled workforce who must be Matriculate (10th Pass), his/her shall be capable of working efficiently of exercising considerable independent judgement and of discharging his duties with responsibility. They must possess thorough & comprehensive knowledge of the trade, craft or industry in which they will be deployed by the Contractor. Specific work, wherever required, work supervisor, receptionist etc. should have basic knowledge of operating computer.

Skilled workforce includes: Receptionist.

OR

The Contractor i.e. the employer of contract workers will give certification regarding eligibility of an individual for his/her respective category for TYPE-A, TYPE-B & TYPE-C (mentioned above) on the basis of their skills/experience etc.



2.66 The Contractor shall ensure that the food items supplied are as per the standards of fitness prescribed by the government authorities and FSSAI and if at any time any fine is imposed by the government authorities (e.g. by the food inspector/FSSAI), the same shall be borne by the contractor and BHEL will not pay any fine or penalty that may arise/or that may be imposed on account of the fault of the contractor or his workforce. The Contractor shall keep BHEL fully indemnified in respect of any such action or claim together with actual cost of defending such action/claim.

In case BHEL is called upon to pay any fine/penalty or other monetary sanction imposed/ordered by any Authority/Court/Forum/Tribunal/Commission, owing to defaults attributable to the Contractor, then, without prejudice to any other rights which BHEL may have against the Contractor as per the terms and conditions of the Contract or legal provisions, BHEL, may, withhold and/or forfeit and appropriate, the full amount of such fine/penalty or monetary sanction from any moneys of the Contractor then found due and payable to the Contractor under this Contract or any other Contract between the Contractor and BHEL/its Unit(s).

2.67 All the consumable materials will be of standard quality as mentioned in the scope of services and that will be verified by officer-in-charge before the use.

2.68 Efficiency, promptness, quality of food, quality service, good behaviour and politeness of the workforce are the essence of the contract. The service provider is required to supervise the operations at all working hours and his manager or supervisor shall personally supervise operations in the kitchen and dining area.

2.69 The workforce deployed by the contractor shall be hale and healthy and should not be suffering from any communicable diseases. The contractor shall get his employees medically examine on regular interval.

2.70 The persons deployed by the Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/ confirmed employees during the currency or after expiry of the Agreement.

2.71 No medical facilities or reimbursement or any sort of medical claims thereof in respect of employees provided by the Service Provider will be entertained by BHEL.

2.72 The Service Provider shall furnish the following documents in respect of the manpower deployed by them to BHELs premise/ designated premise in the given time limit:

- List of persons deployed (monthly)
- Biodata/ resume with antecedents' details (at the time of deployment)
- Copy of Aadhaar Card of the candidates (at the time of deployment)
- Identity Cards issued by Service Provider bearing photograph (within 8 days of joining)
- Identity proof and residential proof (at the time of deployment)
- Copy of police verification certificate (at the time of deployment)
- Copy of birth certificate, if required (at the time of deployment - for domicile purpose)

2.73 For all intents and purposes, the Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Service Provider shall not have any claim whatsoever like employer and employee relationship against BHEL. No deployed manpower shall be allowed to stay in the Buyer's premise/ designated premise unnecessarily after working hours without BHEL's permission.



SECTION-III

JOBS / SERVICES REQUIRED AT:
TRANSIT FLAT, AGVC, SIRI FORT, NEW DELHI
(Asian Games Village Complex)

1. RECEPTION:

- 1.1 When the guest checks-in the Contractor/Contractor's staff shall immediately attend to him, receive him, and allot the room specified by BHEL in his name. BHEL will reserve the rooms and intimate the Contractor through Reservation slips. The contractor shall not allot rooms on his own, for any reason.
- 1.2 Get the guest's name entered in the Guest Register.
- 1.3 Escort the guest to his room, carry his baggage to his room, leave him in the room, look for his comforts, keeping fresh drinking water in the room.
- 1.4 Offer him tea/coffee/meal etc. as required by him, suiting to the time, round the clock.
- 1.5 When the guest checks-out, separate bills for boarding and lodging are to be prepared and got signed from the guests.
- 1.6 In case of Company's guests, the Contractor shall raise the bill for boarding part alone and get the same signed by the guest and keep it for reimbursement from BHEL along with other bills to be submitted by the contractor once in a month.
- 1.7 Carry the guest's baggage from the room to the vehicle.
- 1.8 Ensure that the guest has not left behind in the room any of his belongings, and if any such belongings are found, immediately inform BHEL Estate Office for necessary action.
- 1.9 During the stay of guests necessary services may be provided as and when asked for by the guests and the charges for the services not in the scope shall be collected directly from the guests on actual basis.
- 1.10 Provide newspaper in all the occupied rooms and the payment of newspapers shall be reimbursed by BHEL (supported by supplier's bill) on monthly basis on submission of your bill.
- 1.11 Contractor shall **provide flower bouquet with flower pots** in all the occupied rooms by GM & above level guests, in dining hall and in reception on daily basis.
- 1.12 Contractor shall **provide tea bags (Tetley, Brooke Bond or Taj brand) / coffee sachets (Nescafe or Bru brand) / Milk sachets (Everyday, Oasis or Amulya brand) / sugar sachets (Trust classic, Mini Costco brand) / Sugar free sachets (iStevia Zero calorie or Zydus Wellness)** in the all the occupied rooms every day for 04 cups of tea or coffee as per the requirement of guests.

2. HOUSEKEEPING SERVICES: To render all housekeeping services of high standards.

2.1 Details of areas for housekeeping: -

| | | |
|-----------------|---|---|
| Number of rooms | : | 06 Rooms (All AC) Including attached bathroom & store room |
| Number of beds | : | Twelve |
| Reception | : | One |
| Dinning-Hall | : | One |
| Kitchen | : | One |
| Common Toilet | : | One |

2.2 The contractor shall maintain high standards of cleanliness and hygiene in complete area of the Transit flats.

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2.3 The Contractor shall make beds and clean all rooms daily. All rooms are to be cleaned with high quality of disinfectants. Ceiling fans, windows, glasses, furniture & all the appliances like AC, TV, refrigerator, geyser, blower etc. are to be cleaned regularly. All the necessary housekeeping materials will be arranged by the contractor.

2.4 Room fresheners, air fresheners, deodorants, toilet paper rolls etc. of good quality are to be made available in all the rooms, toilets, lounges and all common toilets. They may be replenished immediately whenever required.

2.5 All the linen must be always neat & clean. The blankets, curtains, table covers & furniture upholstery should be washed at least once in three months.

2.6 The contractor shall change Bed sheets, bed covers, blanket covers, pillow covers, towels etc. with the washed items every day during the stay of guests.

2.7 The Contractor shall provide **soaps (Lifebuoy or Lux or Liril brand), shampoo sachets (Clinic Plus, Pantene or Heads & Shoulders brand), tooth brushes (Colgate, Pepsodent or Oral-B brand), toothpaste (Colgate, Pepsodent or Babool brand), comb, shaving cream (VI-John, Gillete, or Dettol brand), shaving razor, coconut oil (Parachute, Vatika or Virgin All Care brand) shower cap, etc of good quality** in all the occupied rooms.

2.8 The contractor shall provide **Liquid mosquitoes destroyer machine (of All-out or Good Night brand only) in all the rooms with regular re-filling of liquid.**

2.9 The contractor will ensure the proper functioning of all the electrical appliances like refrigerator, TV with remote, room heater/ blower, bath room geyser, wall clock & tea kettle etc. If any appliance in any room is not working the contractor will inform the Estate office immediately.

2.10 The Contractor's men shall take care of the wall calendars, clocks, etc. provided in the Transit flats and other places, including changing of batteries of clocks & remotes of AC & TV as and when required. The batteries for clocks & remotes of AC & TVs shall be arranged by the contractor.

2.11 The contractor shall check the bed sheets, blanket, towel, soap, water, functioning of TV, Refrigerators, ACs, Geysers and all the Bath Rooms fittings, bulbs etc. on daily basis.

2.12 Coordination with the dish cable connection provider for trouble free services. The monthly payment of cable connection in all the TVs will be paid directly by BHEL.

2.13 The contractor will provide room service for tea/ coffee, foods etc. as per the requirement of guest.

2.14 The contractor shall provide waiters for serving food in the dining hall and rooms.

2.15 The contractor shall ensure that sufficient manpower is deployed so as to maintain high standard of housekeeping.

2.16 All the items supplied by the company at its expense for the purpose of running the Transit Flats will be company's property for all purposes.

2.17 The losses due to breakage / theft / damage or loss of any such materials / equipment / fixtures / furniture or damage due to poor handling shall be recovered from the Contractor at full cost. In regards to natural wear and tear of any such item, the decision of the company shall be final and binding on the Contractor.

2.18 The Contractor may visit the Transit flat before quoting their offer.



3. LAUNDRY SERVICES:

- 3.1 The contractor will provide all laundry services of high standards for Transit flats belongings and for the guests staying at the Transit flats.
- 3.2 Bed linen, towels, furniture upholstery, blankets, curtains shall be periodically washed and kept in clean condition for use.
- 3.3 The periodicity of washing & changing bed sheet, pillow covers, blanket covers & towels shall be daily and the periodicity of changing & washing of blankets, curtains, table covers & furniture upholstery shall be at least once in three months.
- 3.4 The charges of laundry services shall be included in the cost of consumable materials & services. No extra payment will be made for laundering of the BHEL's cloths like furniture upholstery, curtains, table cloths & blankets etc.
- 3.5 The Contractor shall provide timely & quality laundry services for the guests staying at the Transit Flats. The contractor shall charge from the guests for washing and pressing of their clothes on actual reasonable rates.

4. GENERAL ADMINISTRATION:

- 4.1 Guest occupancy Register shall be kept safely. As soon as the guest arrives in front office necessary entries are to be obtained in the Guest Register.
- 4.2 An attendance register is to be maintained for the attendance of the man force provided by the contractor.
- 4.3 Both lodging & boarding bill books are to be maintained.
- 4.4 Stock book is to be maintained by the Contractor to ensure the safe custody of company's properties. This is subject to periodical verification by the concerned authorities of BHEL. The contractor shall be fully responsible for maintaining all Company's property in its care, custody and control. In case of any shortage, the contractor is liable for replacement of the same at his cost.
- 4.5 Guest occupancy details should be maintained on the display board.
- 4.6 The Contractor shall maintain a suggestion book for daily comments of the guests staying in Transit flats. He shall also obtain the guest comments on feedback form provided by BHEL to evaluate the services provided by the contractor on a regular basis.
- 4.7 Statements of food provided, bills received and submitted, etc. are to be maintained by the contractor.
- 4.8 The Contractor shall perform all housekeeping Job/ services in a thorough, efficient, professional manner with due diligence and care according to industry norms and standards, in conformity with applicable local laws and regulations and Company's procedures and instructions. The Contractor shall perform the Services to the satisfaction of the guests.
- 4.9 Legal requirements relating the maintenance of the Transit flats if any will be the responsibility of the Contractor and BHEL will in no way be a party to such requirement.
- 4.10 All the stationeries, registers, bill books etc. required for proper upkeep of records etc. shall be arranged by the contractor



5. CATERING SERVICES:

5.1 The Contractor will provide food for the guests as per the menu mentioned below & as per rates quoted by the bidder in price bid: -

| Sl. No | Description of Items |
|--------|--|
| 1 | Tea |
| 2 | Coffee |
| 3 | Breakfast:- <ul style="list-style-type: none"> i) Cornflakes with Milk ii) Puri (4 Nos) & Aloo Sabji with Achar <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> i) Cornflakes with milk ii) Plain Paranthas (2 Nos) & Aloo Sabji iii) Achar + Curd <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> c) Idly (2 Nos.) & Masala Dosa with chutney & Sambar <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> d) Chole Bhature (02 nos.) & Achar <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> e) Alu paratha (02 nos.) with curd & Achar <p>Lunch/Dinner</p> <ul style="list-style-type: none"> i) Roti – Tawa ii) Rice or Jeera Rice (Good quality of Basmati Rice) iii) Dal iv) Vegetable with gravy v) Seasonal Veg. - Dry vi) Curd vii) Achar + Papad + Salad viii) Sweet – Dish (one) ix) Mouth Freshener (Sounf + Misri) |
| | Notes:- |
| 1 | Tea or coffee (as per requirement of guests) with breakfast to be supplied on all days. |
| 2 | Menu (at 3a to 3e) should be different on each day. |
| 3 | 04 Slices of Bread with 25 gram. of butter and 02 cutlets or 2 Eggs omelette and Jam to be supplied on all days as an alternative of menu at 3a to 3e. |
| 4 | Based on past experience, no. of total breakfast including for official guests varies between 200-250 per month. |
| 5 | Based on past experience, total no of Lunch + Dinner including the meals for official guests varies between 200-250. Menu should be different on each day. |

5.2 The crockery and all the utensils for cooking & serving of foods etc. shall be provided by BHEL once in a year.

5.3 Replacement of utensils and bone china crockery due to breakage or whatsoever reason within a year.

5.4 Raw material like refined oil, Atta, Masalas, Dals will have to be procured of excellent quality bearing Agmark / ISI mark.

5.5 The rice will have to be of good quality Basmati only.

5.6 Milk & milk products shall be used of **Mother Dairy or Amul brand only**.

5.7 **Professional waiters & cooks** shall be deployed in dining hall / kitchen for service of food to the guests. The waiters & cook should be neat & clean duly shaved on daily basis and dressed up with proper uniform with their name plates and caps. They shall wear neat & clean hand gloves / apron during their duty.

5.8 Medical checkup of all the work men including cooks, waiters, cleaners etc. Shall be done in every three months from a reputed hospital and the medical certificates issued from the hospital shall be deposited in Estate office.

5.9 The connection for Gas Cylinder will be in the name of BHEL but filling of gas shall be the responsibility of contractor on its own cost.

5.10 BHEL representative will check & verify the quality of items being used & cleanliness on surveillances checking.

5.11 The contractor will collect the charges of breakfast, lunch, dinner, tea or coffee directly from the guests as per the rate fixed by BHEL.

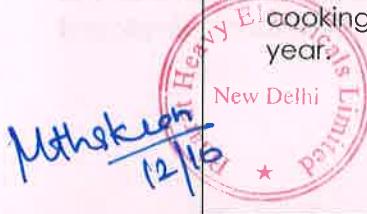
5.12 The charges for the food provided to company guests will be paid by BHEL to the contractor for which he will have to raise separate bill on monthly basis as per the rate fixed by BHEL.

5.13 The charges for the lunch, dinner, tea / coffee will be paid by BHEL to the contractor for which he will have to raise separate bill on monthly basis as per the rate fixed by BHEL.

6. ITEMS & SERVICES PROVIDED BY BHEL & CONTRACTOR IN TRANSIT FLATS:

| ITEMS & SERVICES PROVIDED BY BHEL | ITEMS & SERVICES PROVIDED BY CONTRACTOR |
|---|--|
| <ol style="list-style-type: none"> 1. Furniture like Sofa set, center table, dining table, single/ double beds, side tables, TV trolley, almirah. Repair & maintenance of furniture. 2. Mattresses, pillows, blankets, curtains, furniture upholstery, bed sheets, bed covers, pillow covers, blanket covers, hand towels, bath towels. 3. White washing, painting, repairing of plasters & tiles, civil & electrical maintenance. 4. All the bath fittings & items like CP Taps, CP shower, CP wall mixture, CP basin mixture, wash basin, WC with cistern, towel hanger/ shelf, mirror with shelf bucket, mug, Soap disc. Repair & replacement of bath fittings. 5. Electrical & electronic appliances like wall clock, ceiling fan, AC with remote, TV with remote, refrigerator, geyser, room heater/ blower, tea cattle. Maintenance & repairing of all the electrical & electronic appliances. 6. Electric & water supply. 7. Gas connection and consumption are in the scope of BHEL. 8. Telephone exchange & telephone sets along with repair & maintenance in all the rooms. 9. Dish cable connection in all the TVs. 10. Printing & supply of bill books. 11. Utensils & bone china crockery for cooking & serving the foods once in a year. | <ol style="list-style-type: none"> 1. Regular cleaning of furniture. 2. Daily changing & washing of bed sheets, bed covers, pillow covers, blanket covers, hand towels, bath towels. Washing of Blanket, curtain, table cover & furniture upholstery at least once in three months. 3. Daily cleaning of windows, glasses, electrical & sanitary fittings, all the appliances like AC, TV, Refrigerator, geyser etc., removing cobwebs, brooming & cleaning of floor. 4. Daily cleaning & washing of bath room fittings & tiles. Clearing choke in floor trap & WC. Providing bath soaps, tooth paste, tooth brush, comb, shaving cream, shaving razor, coco nut oil, tissue paper roll. 5. Daily checking that all the appliances are in working condition. If any item is not working giving immediate information to Estate Office. 6. Providing liquid mosquito destroyer machine along with regular re-filling of liquid. 7. Distribution of newspapers in all the occupied rooms or as per the requirement of guests. 8. Providing tea bags / coffee sachets / Milk sachets / sugar sachets / Sugar free sachets in all the occupied rooms every day for 04 cups of tea or coffee as per the requirement of guests 9. Coordination with the dish cable connection provider for trouble free services. 10. Providing timely & quality laundry services for the guests staying at the Transit Flats. The contractor shall charge from the guests for washing and pressing of their clothes on actual reasonable rates. 11. Providing all the stationeries, registers, etc. required for proper upkeep of records etc. |

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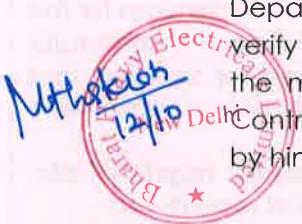
SECTION-IV
COMMERCIAL TERMS & CONDITIONS

4. COMMERCIAL TERMS & CONDITIONS:

4.1. PAYMENT TERMS:

- 4.1.1. Bill (on monthly basis) complete in all respect along with all the requisite documents submitted by the Contractor will be paid within 15 days of its receipt. Any clarification sought by BHEL, pertains to respective bill, must be clarified by Contractor at the earliest. Otherwise the delay in payment will be attributed to the Contractor. Aforesaid timeline shall be applicable from the day on which the last clarification/queries/document sought by BHEL and settled/submitted by the Contractor
- 4.1.2. The Contractor will have to intimate the bank account number, and other details of the bank to enable BHEL to credit the payments into the account.
- 4.1.3. No interest shall be payable for delay in making the payments. The contractor shall not be entitled to any interest with respect to any money which may be due to him from BHEL.
- 4.1.4. While claiming the payment, the contractor must certify on the bill that the payment being claimed is strictly within terms of the contract and all the obligations on his part for claiming this payment have been fulfilled as required under the contract.
- 4.1.5. While claiming the payment, the contractor must certify on the bill that the employers' contribution (12% for EPF incl. EPS) has been made/paid by the Contractor himself and he has not availed the benefits under PMRPY (Pradhan Mantri Rojgar Protsahan Yojana) Scheme so that there is no double payment to the Contractor concerned on account of EPF & EPS.

4.2. PROCEDURE FOR SUBMISSION OF BILLS BY CONTRACTOR: The payment under the job contract shall be made on monthly basis as per the agreed rates inclusive of PF, ESI, Service charges etc., only after the performance of the Contractor is found to be satisfactory by BHEL as per scope of work mentioned in Section-III and after complying / ensuring all the statutory / contractual obligations. The Contractor shall raise the bill, in triplicate, along with all the necessary documents and also submit these documents electronically to BHEL on monthly basis. The Contractor shall submit the GST compliant invoice to BHEL along with the copy of ESI/EPF Challan & ECR (separate EPF-ECR reflecting names of only those Workforce who are deployed at BHEL premises only) of preceding month generated by EPFO /ESI Portal/authorities, Wage Register (Form B), i.e. the details of payment of wages to Workforce of the month for which services were provided at BHEL premises & proof of payments (NEFT/RTGS/Bank Statement etc.), Attendance Register (Form D) / system generated Attendance Sheet and any other documents sought by BHEL which will be for the purpose of ensuring that Contractor has complied with all the statutory requirements. Contractor also have to give undertaking after each month that not only wages have been disbursed but also they have paid their contribution towards ESI & EPF Schemes (with the proof of deposit) and complied with all the Acts (as applicable) which shall be mandatory before the bills are cleared. The EPF-Challan shall be verified/authenticated online through EPFO-Portal with the help of TRRN No. by the respective concerned BHEL Unit/ Department. On receipt of the bills/invoices along with all the supporting documents, BHEL will verify the bill(s) on the basis of actual number of workforce deployed by the Contractor during the month for providing agreed services in line with contractual terms & conditions. The Contractor shall be responsible for providing all statutory benefits to the personnel employed by him including weekly off day(s), National Holidays, PF, ESI, Bonus etc.



4.3. TAXES & DUTIES:

- 4.3.1 To enable BHEL to avail GST Input tax credit, Contractor shall submit GST compliant Tax invoice containing all the particulars as stipulated under Invoice Rules of GST Law. Payment shall be made to the Contractor only after submission of GST compliant Tax invoice. The Contractor shall raise GST compliant invoice affixing GSTIN of BHEL's unit availing the services.
- 4.3.2 BHEL reserves the right to protect its interest against any loss on account of availability of GST credit.
- 4.3.3 GSTIN of BHEL will be provided to the Contractor along with the work order.
- 4.3.4 Any new/change in statutory levy as and when made applicable by the Government shall become applicable against documentary evidence.
- 4.3.5 Payment to the Contractor will be subjected to TDS as per rules in force from time to time. The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act & GST, as amended from time to time and a certificate to this effect shall be provided to the Contractor by BHEL.
- 4.3.6 Applicable GST shall also be recoverable from the Contractor in case of LD recovery/penalty on account of breach of terms of contract.
- 4.3.7 Invoice submitted should be in the format as specified under GST Laws viz. all details as mentioned in Invoice Rules like GSTIN registration number, invoice number, quantity, rate, value, taxes with nomenclature – CGST, SGST, IGST mentioned separately, HSN (Harmonized System of Nomenclature) Code / SAC (Services Accounting Code) Code etc.
- 4.3.8 The Contractor has to give an undertaking that GST as mentioned in the invoice has been/will be paid and also file returns as per respective extant rule.

4.4. LIQUIDATED DAMAGE (L.D) FOR DELAY IN SERVICE:

In case of delay in delivery of Breakfast/Lunch/Dinner beyond the scheduled time (as defined for each meal in NIT), LD of ₹100/- per delayed meal (either Breakfast or Lunch or Dinner) will be levied based on the reports/feedback of Officer-in-charge.

4.5. DAMAGES, FINES, RECOVERY OF LOSSES etc.: The damages / fines, being in the nature of liquidated damages, would be liable to be imposed on the Contractor for violation/breach of the clauses/obligations under the contract/applicable conditions of contract and shall be notified by BHEL as per the terms indicated in the contract/conditions of contract.

The said damages/fines imposed, shall be deductible/recoverable from payments due to the Contractor and/or from the Security Deposit, as the case may be. In the event the payments due to the Contractor and the security deposit available with BHEL falls short of the total damages/fines, the Contractor shall, on first written demand by BHEL pay to BHEL without demur or dispute the said sum as per BHEL's demand notwithstanding the pendency of any investigation/inquiry/legal proceedings whatsoever, before any Court/Tribunal/Authority, Council, etc. The nature of loss including but not limited to quantum, impact etc., as determined by BHEL shall be final and binding on the Contractor.

- 4.5.1 Failure to provide services owing to unavailability of requisite number of workforce /work point, unwarranted behaviour / indiscipline of the workforce or any other reason(s) shall attract adverse remarks, which may be included in the Performance Certificate and / or attract any legal /administrative action on Contractor or on Contractor's workforce or both, as deemed fit.



4.5.2 The Contractor understands and agrees that performing the services strictly as per the qualitative, quantitative and time requirements as stipulated in the Contract is of essence of the Contract and that any non-adherence to the said qualitative, quantitative and time requirements as stipulated in the Contract for performing the services under the Contract shall cause incalculable losses to BHEL. The Contractor understands and agrees that without prejudice to BHEL's rights to terminate the Contract, BHEL may, in addition to or in lieu of such termination levy one or more of the following damages/fines as applicable if the Contractor omits or neglects to adhere to the following qualitative, quantitative and time requirements:

| S. No. | Contract Agreement Defaults/non-compliances/breach | Penalties being in the nature of liquidated damages for non-compliance/breach of contract. | | |
|--------|--|--|--|---|
| a. | <p>Expired packed foods & beverage items: In case, BHEL finds that the packed foods & beverage items, ingredients etc. have been used/served at AGVC Transit Flat after its sell by"/ "Best if used by (or before)"/ "Guaranteed fresh"/ "Use by"/ "Pack"/ "Expiry Date" etc.</p> | <p>2.5% of monthly bill Amount (of Catering Services) for 1 to 3 such instances in a month</p> | <p>if total such instances exceeds 3 but is less than 7 in a month, then, a sum equal to 3.5% of the monthly bill amount (of Catering Services) will be deductible cumulatively for each such instance together viz. 1 to 6 instances of non-compliances in a month.</p> | <p>If total such instances exceeds 6 in a month but does not exceed 10, then, a sum equal to 4% of the monthly bill amount (of Catering Services) will be deductible cumulatively for each such instance together viz. 1 to 10 instances of non-compliances in a month.</p> |
| b. | <p>Brand of drinks & beverage items: In case, BHEL finds that the packed foods & beverage items, ingredients etc. (used/served at AGVC Transit Flat) are not as per the specified brands/ makes etc. in the contract</p> | <p>2.5% of monthly bill Amount (of Catering Services) for 1 to 3 such instances in a month</p> | <p>if total such instances exceeds 3 but is less than 7 in a month, then, a sum equal to 3.5% of the monthly bill amount (of Catering Services) will be deductible cumulatively for each such instance together viz. 1 to 6 instances of non-compliances in a month.</p> | <p>If total such instances exceeds 6 in a month but does not exceed 10, then, a sum equal to 4% of the monthly bill amount (of Catering Services) will be deductible cumulatively for each such instance together viz. 1 to 10 instances of non-compliances in a month.</p> |

M. H. Khan
12/10



| | | | | |
|----|---|--|--|---|
| c. | <p>Inferior Quality of Lunch: Quality of raw material as specified in the contract/cooked/packed foods is not upon the satisfaction of BHEL. In case, BHEL receives any complaint from the end-user regarding the quality of packed/cooked foods/products.</p> <p>(BHEL reserves the right to inspect the quality of packed foods/cooked foods/catering items/ingredients etc. every day prior to its supply/serve/distribution at BHEL.)</p> <p>(Quality of Food would be judged by BHEL's Supervisor-in-Charge.)</p> | <p>1% of the monthly bill amount (of Catering Services) for 1 to 3 such instances in the same month.</p> | <p>if total such instances exceeds 3 but is less than 7 in a month, then, a sum equal to 1.25% of the monthly bill amount (of Catering Services) will be deductible cumulatively for each such instances together viz. 1 to 6 instances of non-compliances in a month.</p> | <p>If total such instances exceeds 6 but does not exceed 10 in a month, then, a sum equal to 5% of the monthly bill amount (of Catering Services) will be deductible cumulatively for each such instance together viz. 1 to 10 instances of non-compliances in a month.</p> |
| d. | <p>Inferior Quality of Food: Quality of raw material as specified in the contract/cooked/packed foods is not upon the satisfaction of BHEL at AGVC Transit Flat. In case, BHEL receives any complaint from the end-user regarding the quality of packed/cooked foods/products.</p> <p>(BHEL reserves the right to inspect the quality of packed foods/cooked foods/catering items/ingredients etc. every day prior to its supply/serve/distribution at BHEL.)</p> <p>(Quality of Food would be judged by BHEL's Supervisor-in-Charge.)</p> | <p>1% of the monthly bill amount (of Catering Services) for 1 to 3 such instances in the same month.</p> | <p>if total such instances exceeds 3 but is less than 7 in a month, then, a sum equal to 1.25% of the monthly bill amount (of Catering Services) will be deductible cumulatively for each such instances together viz. 1 to 6 instances of non-compliances in a month.</p> | <p>If total such instances exceeds 6 but does not exceed 10 in a month, then, a sum equal to 5% of the monthly bill amount (of Catering Services) will be deductible cumulatively for each such instance together viz. 1 to 10 instances of non-compliances in a month.</p> |
| e. | <p>Lack of Hygiene: In the event of any lapse in the standards of hygiene as per FSSAI Safe Food Handling & Hygiene Booklet for Food Handlers while cooking / distribution of foods etc.</p> <p>(The standards would be judged by BHEL's Supervisor-in-Charge.)</p> | <p>Fine of ₹500/- will be imposed for the first instance in the month.</p> | <p>If the total instances of non-compliances are more than 1, but less than 6 in a month, then, penalty of ₹700/- will be imposed cumulatively for all such instances of non-compliances together viz. 1 to 6 instances of non-compliances in a month.</p> | <p>If the total instances of non-compliances are exceeding 5 in a month, then, penalty of ₹1000/- will be imposed cumulatively for all such instances of non-compliances together viz. 1 to 10 instances of non-compliances in a month.</p> |

Note: If BHEL so requires, the Contractor shall forthwith withdraw such workmen and immediately provide suitable replacement in place of such withdrawn workmen at no extra cost.



M. Mohan
12/15

| | | |
|----|---|--|
| f. | <p><u>Non-satisfactory performance of services provided by Contractor.</u></p> | <p>The deficiency in the services pointed out by BHEL on the part of any of the workforce deployed by the contractor has to be rectified within 48hr of its reporting. If the same is not rectified at any point of service within 02 working days, then the contractor will be liable for a penalty of ₹1000/- per case /activity /service and same shall be recovered by the BHEL from the monthly bills of the contractor. Further in the event, BHEL has to arrange its services through alternate arrangement because of aforesaid deficiency in the services by the contractor, the expense incurred by BHEL for such arrangement shall be recovered from the Contractor's pending bills.</p> |
| g. | <p><u>Misconduct / Misbehaviour by the workmen of Contractor:</u> Misconduct/ misbehaviour / offence(s) {(use of abusive language, chewing of tobacco, smoking/drinking (alcoholic beverages) while on duty, eve-teasing, physical assault of any kind, theft, pilferage, threatening language, molestation, misappropriation, etc.)}.</p> | <p>₹200/- shall be deducted as penalty being in the nature of liquidated damages from monthly bill amount for each such occurrence.</p> <p>If BHEL so requires, Contractor shall forthwith withdraw such workmen and immediately provide suitable replacement in place of such withdrawn workmen at no extra cost. Notwithstanding anything to the contrary contained anywhere in this Contract, depending on the severity of the misconduct/misbehaviour, BHEL may, in the event of such misconduct/misbehaviour on the part of the workmen of the Contractor forthwith terminate the Contract without any notice and also report the case to the police.</p> <p>In the event any such misconduct/misbehaviour/offences on the part of the workmen of the Contractor leads to a pecuniary loss being suffered by BHEL or the officials of BHEL; penalty being in the nature of liquidated damages as aforesaid shall not be levied but such actual loss due to the any such misconduct/misbehaviour/offences will be made good by the Contractor on actuals.</p> |
| h. | <p><u>Damage caused to BHEL/ property of BHEL</u> or of any of the employees etc. present at premises by wilful misconduct or gross negligence on the part of the workmen of the Contractor.</p> | <p>Penalty being in the nature of liquidated damages equivalent to the cost of the said property or similar property (if the same property is not available) or the cost incurred in repair of such property on the Contractor. In the case of any loss/theft of BHEL property, the committee/competent authority of BHEL will consider the circumstances leading to the loss and if the responsibility is fixed on the agency, BHEL will make good the losses by deducting the cost of loss from the next month's bill in one or more instalments.</p> |
| i. | <p><u>Non-compliance to Uniform:</u> While on duty in the work premises, if the Workman is not wearing the stipulated uniform or is wearing unclean/untidy uniform and/or not carrying on his person the Identification card with lanyards.</p> | <p>The Contractor will be liable for penalty being in the nature of liquidated damages of ₹100/per day/per workman for non-wearing of uniform/wearing unclean/untidy uniform and ₹50/per day/per workman for not carrying valid identity card with lanyards.</p> <p>If BHEL so requires, the Contractor shall forthwith withdraw such workmen and immediately provide suitable replacement in place of such withdrawn workmen at no extra cost.</p> |
| j. | <p><u>Non-compliance with Safety and Health Requirements in line with respective clause of NIT:</u></p> | <p>(i) Any casualty or damage caused to the property or person by any untoward incidents while executing this contract will be at the Contractor's risk & cost. (ii) Violation of applicable safety, health & environment related norms, a penalty of ₹5,000.00 per occasion shall be imposed. (iii) Violation as above resulting in any physical injury, a penalty of 0.5% of the contract value shall be imposed</p> |



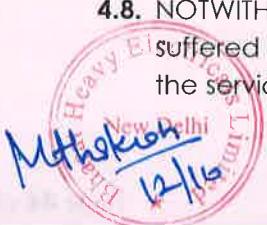
| | | |
|----|--|---|
| | | (maximum of ₹20,000.00) per injury in addition to ₹5,000.00 as mentioned above. |
| k. | <u>Non-Availability of Tools & Tackles/utensils/products in line with respective clause of NIT:</u> | The contractor has to provide required tools and tackles/utensils/products etc. including PPE (personal protective Equipments) to accomplish the job/services under the contract and ensure that sufficient stock of necessary tools is always maintained so as to meet normal requirement. In case contractor doesn't provide the necessary tools and tackles/ utensils/products etc. within 07 days of intimation, then in that case, BHEL will procure the same from other sources and will levy the penalty of an amount equal to 1.5 times of the cost of procurement and same shall be deducted by the Company from the monthly bill payable to the contractor. |

4.6. "BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life / permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below.

- a) Victim: Any person who suffers permanent disablement or dies in an accident as defined below.
- b) Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/ operation and works incidental thereto at BHEL factories/ offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works / during working at BHEL Units/ Offices/ townships and premises/ Project Sites.
- c) **Compensation in respect of each of the victims:**
 - (i) In the event of **death or permanent disability resulting from Loss of both limbs: ₹10,00,000/- (Rupees Ten Lakhs)**
 - (ii) In the event of **other permanent disability:** ₹7,00,000/- (Rupees Seven Lakhs)
- d) Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to Section 2 (l) of the Employee's Compensation Act, 1923."

4.7. The Contractor undertakes to indemnify and keep BHEL indemnified against any losses/claims which are brought against BHEL by third party (i.e. both serving and retired employees of BHEL and their dependents or any other person) on account of any negligence of the Contractor or his workforce, while carrying out the services under the contract.

4.8. NOTWITHSTANDING ANYTHING ABOVE, BHEL shall recover from the Contractor for any loss suffered by BHEL due to any negligence of the Contractor or his workforce, while carrying out the services under the contract.



4.9. Delay in disbursement of monthly wages: Contractor agrees and undertakes that it shall disburse monthly wages to the concerned workman in a timely manner without fail (i.e. wages of every person employed shall be paid by bank transfer directly to the account of the concerned workman before the expiry of seventh day (7th) day after the last day of the wage period in respect of which the wages are payable). Similarly, the Contractor shall credit the contribution towards the Employees Provident Fund, Employees' Pension Scheme, Employees State Insurance etc. for its workmen within the stipulated timeline provided in the respective statutes. No excuses (whatsoever reason may be) on this account i.e. "delaying disbursement of monthly wages" will be entertained by BHEL during the entire contract period. If BHEL becomes aware of any delays in making wage/salary payments by Contractor to its workmen, BHEL may also consider to terminate the Contract apart from which BHEL reserves the right to impose fines for an amount equivalent to the 2% of the monthly bill for each day delay in payment of wages/salary but not exceeding 10% of the monthly bill amount. BHEL decision in this regard shall be final & binding in this regard.

Further, apart from the foregoing, the Contractor will indemnify and keep BHEL indemnified against any losses, damages, claims etc. caused to BHEL for any default on the part of the Contractor in complying with the provisions of Labour Laws as required to be complied with from time to time.

This fine is in addition of liquidated damages explained above in clause no. 4.4 & 4.5.

4.10. All amounts including the losses / damages / penalties / compensations etc., resulting from non-compliance with the terms of Contract, payable by the Contractor to BHEL under the Terms of the Contract will be recovered from the outstanding payments to Contractor either under this Contract or any other Contract with BHEL or from Security Deposit or from both. In case this amount is insufficient for such recoveries, the Contractor shall make good the balance amount by actual payment. In addition, BHEL will recover the said amounts through its sister concerns, from the payments due to the Contractor in any of the Units of BHEL located in any part of India.

Notokum



SECTION-V
QUALIFYING CRITERIA FOR THE BIDDER(S)

4 PRE-QUALIFICATION REQUIREMENT (PQR)

5.1 **Financial Capability:** Average Annual financial turnover during the last 3 years, ending 31st March' 2020 should be at least **₹7.89 Lakhs**.

5.2 **Past Experience:** The bidder must have experience of successfully completed or currently executing similar job / services* with any Central/State Government/PSUs/Nationalized Banks/Public Limited Company /Private Limited Company during last 7 years ending on **30th Sept'2021** should be either of the following:

5.2.1 three similar jobs / services with contract business volume of each not less than an amount equal to **₹10.53 Lakhs (incl. GST/taxes)** for one-year contract period.

OR

5.2.2 two similar jobs / services with contract business volume of each not less than an amount equal to **₹13.16 Lakhs (incl. GST/taxes)** for one-year contract period.

OR

5.2.3 one similar job / service with contract business volume not less than an amount equal to **₹21.05 Lakhs (incl. GST/taxes)** for one-year contract period.

* "Similar jobs/service" mentioned in S. No. 5.2 above shall be related to "Running & Managing Catering & Housekeeping services in Guest House / Transit Flats / Hotels etc."

5.3 The Bidder should have his firm / himself registered with unique PAN and GST Registration Numbers.

5.4 The Bidder should have his firm / himself registered for extending EPF and ESIC facilities.

5.5 The firm should have valid license (photocopy to be attached) issued by Food Safety and Standards Authority of India (FSSAI) Central/State, for their existing business.

Notes:

- Exemption to verified MSE w.r.t. year of experience and turnover.
- Exemption to verified startups w.r.t. year of experience and turnover.
- In case startup doesn't possess the EPF registration number and ESIC registration number, then successful bidder has to submit the same before commencement of work.



SECTION-VI

DOCUMENTS REQUIRED

The Bidders should submit documents in support of possessing qualifying requirements as under, duly certified and stamped by their authorized signatory.

6.00 **Audited Copy of Balance Sheets, Profits & loss Account Statements** and **Copy of acknowledgements of IT returns** of last three financial years, ending **31st March' 2020**. In case of unavailability of audited financial statements for any of the last three Financial Years (i.e. FY 2017-18, FY 2018-19 & FY 2019-20), Certificate issued by Chartered Accountant / Certified Public Accountant (CPA) for financial capability of the bidder is to be furnished. If documents as above for all three years are not available then, "Average Annual Turnover" shall be calculated by dividing the sum of available year's Annual Turnover by 03.

6.01 Copies of Work Orders / Award Letters / Agreements along with Experience / Performance Certificate(s) of similar nature & size and details of similar services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts.

Note: The completion certificate, submitted by the bidder shall separately indicate the Service Tax/GST amount included in the value of completed job OR a separate certificate from the respective client, mentioning the service tax/GST amount, if any, included in the value of completed job under consideration should be submitted by the bidder.

6.02 The bidder(s), who have provided similar services in past **or** presently providing similar services to any of the BHEL unit / region, have to essentially submit "**Performance Certificate**" issued by concerned BHEL unit / region for satisfactory performance of works.

6.03 Bidder has to submit copies of appropriate business licenses / registrations like **PAN, ESI license, GST registration certificate, FSSAI license and PF license as supporting documents against S. No. 5.3 & 5.4 of PQR.**

6.04 "**No Deviation/Acceptance Certificate**" i.e. **Annexure-A**.

6.05 "**Declaration Certificate**" i.e. **Annexure-B**.

6.06 Duly filled "**Bidder's General Information**" placed in **Annexure-C**.

6.07 '**Letter of Authority**' on the Letter Head, as per **Annexure-D**.

6.08 "**E-Banking Mandate Form**" on the Letter Head, as per **Annexure-E**.

6.09 **Annexure-F1** as a token of proof that they would be liable to make the payment to all the workforce as per the sheet attached and abide by all statutory / contractual norms & obligations.

6.10 Duly signed Un-price bid format (**Annexure-G**), by mentioning 'Q' in the column where quote is to be offered by the party.

6.11 Duly filled "Check-List" i.e. **Annexure - I**.

6.12 Power of Attorney or a true copy thereof duly attested by a Gazetted Officer /copy of Board Resolution, in favour of the authorized signatory of the Bid, as per clause No. 1.9, in case an authorized representative has signed the tender.

6.13 All forms, formats, annexures including tender document duly signed by the Authorized Signatory.

6.14 Copies of original registration certificate documents defining the constitution or legal status, place of registration and principal place of business. The documents required for same are as follows:

- i. For Partnership Firm: Partnership Deed registered at the office of Registrar of Firms.
- ii. For Company: Certified copy Memorandum of Association, Article of Association and Incorporation Certificate.
- iii. For Society: Registration certificate issued by Registrar of societies.
- iv. For Sole Proprietor-ship Firm: Undertaking on oath (on a non-judicial stamp paper of ₹100/-) that Proprietor is solely responsible for all rights and liabilities while working under the name and style of Sole Proprietorship firm namely (.....).

M. Shukla
12/10



SECTION-VII
PROCEDURE FOR SUBMISSION OF TENDER

7.00 The tender is to be submitted as required in **two parts** in separate sealed covers **prominently superscripted as Part-1 "Techno-commercial Bid" & Part-2 "Price Bid"** and also indicating the tender number and due date & time as mentioned in the tender enquiry; on each of the covers.

ENVELOPE 1: Envelope of **Part-1 "Techno-commercial Bid"** shall contain documents required in Section-V & VI above;

ENVELOPE 2: **Part-2 "Price Bid"** shall contain **Price-Bid format (Annexure-H)** only.

ENVELOPE 3: **A third sealed cover/envelope** shall contain required amount of EMD in the form of **Banker's cheque/ Pay order/ Demand draft or attested copies of either Udyam Registration Certificate or valid NSIC certificate or Certificate of recognition as Startup or online payment receipt** and shall be superscripted as **EMD**.

These three separate covers/envelopes 1, 2 and 3 shall together be enclosed in **fourth envelope** and this sealed cover shall be superscripted with tender number & due date.

Bids submitted without EMD or EMD in any other forms except the forms as mentioned in S. No. 1.15 are liable to be rejected. If the Part-2 "Price Bid" (Annexure-H) is not received in the separate sealed envelope as described above, then the same shall be rejected and offer of such respective bidder(s) will not be evaluated further. The authenticity of the NSIC Certificate/ Udyam Registration Certificate / online payment receipt / Certificate of recognition as Startup will be checked immediately and their techno commercial bid shall be opened only, if the NSIC Certificate/ Udyog Aadhaar certificate / online payment receipt / Certificate of recognition as Startup is found valid.

7.01 Envelope 3 containing EMD will be opened first and after due verification of EMD (as per S. No. **1.15**), the Part-1 of the tender will be opened next and evaluated afterwards. Bidders who qualify in Technical Bid (Part-1) will only be considered while opening of Price Bid (Part-2). BHEL will finalize successful bidder by **opening of sealed paper price bid**. Date of opening of sealed paper Price Bid will be intimated separately to the Bidders who qualify in the Techno-Commercial bid.

7.02 Tender submitted by the bidders should strictly be in accordance with the tender terms & condition enclosed herewith.

7.03 The Bidder should accept all terms & conditions of the tender. In case the Bidder wants to deviate from the tender conditions, such deviations shall be clearly specified in his tender "No Deviation Certificate" only i.e. **Annexure-A**. If no deviations are given in tender submitted, it will be assumed that the Bidder accepts all terms & conditions of the tender.

7.04 Bidders are requested to note that they should necessarily submit their financial bid (price bid) in the format provided and no other format is acceptable and liable to be rejected. The BoQ & price bid have been given in the standard formats at **Annexure-H** with the tender document.



No Deviation/Acceptance Certificate
(To be submitted along with Part-1 Bid)

Notwithstanding anything mentioned in our bid, we hereby accept all the terms & conditions of the above tender. We confirm that the offer submitted by us is confirming to all the terms & conditions mentioned in the tender document. We hereby undertake and confirm that we have understood the scope of services properly and shall carry out the job as mentioned in this tender in line with tender terms & conditions.

Or

We hereby accept all terms & conditions of the above tender except the following:
(Give reference to Clause Nos. of Terms & Conditions which are not acceptable)

1.

Notwithstanding anything mentioned in our bid, we hereby accept all the terms & conditions of the above tender except the following:
1. The tender document specifies that the delivery date is 30th November 2021. We accept the delivery date as 30th November 2021.

2.

Notwithstanding anything mentioned in our bid, we hereby accept all the terms & conditions of the above tender except the following:
2. The tender document specifies that the delivery date is 30th November 2021. We accept the delivery date as 30th November 2021.

3.

Notwithstanding anything mentioned in our bid, we hereby accept all the terms & conditions of the above tender except the following:
3. The tender document specifies that the delivery date is 30th November 2021. We accept the delivery date as 30th November 2021.

4.

Notwithstanding anything mentioned in our bid, we hereby accept all the terms & conditions of the above tender except the following:
4. The tender document specifies that the delivery date is 30th November 2021. We accept the delivery date as 30th November 2021.

5.

Notwithstanding anything mentioned in our bid, we hereby accept all the terms & conditions of the above tender except the following:
5. The tender document specifies that the delivery date is 30th November 2021. We accept the delivery date as 30th November 2021.

Note: Deviations may or may not be accepted by BHEL.

"I _____ hereby certify that except the deviations mentioned above, we do not have any other deviations to the tender No. **AA: GAX:21: TF: 101, dated 12-10-2021**. Deviations if any, mentioned elsewhere in our bid (whether Techno-commercial bid or Price bid) may be treated as null and void by BHEL.

Signature

With name, Designation & seal of the firm



DECLARATION CERTIFICATE
(to be submitted along with Part-1 Bid)

Dear Sir/Ma'am,

Please find herewith our offer in line with requirement of BHEL's Tender document:

1. We confirm that bid complies with the total techno-commercial requirements / terms and conditions of the bidding document and subsequent addendum / corrigendum (if any) without any assumptions.
2. I / We do hereby declare that I / We have not been suspended / delisted / blacklisted by any other Govt. Ministry/Department/Public Sector Undertaking/ Autonomous Body/Financial institution/Court. We also certify that either our firm or any of the partners are not involved in any scam or disciplinary proceedings settled or pending adjudication.
3. We hereby confirm that we have gone through and understood the bidding document and that our bid has been prepared accordingly in compliance with the requirement stipulated in the said document. We are submitting Check-List of bidding document as part of our bid duly signed in token of our acceptance. We undertake that the bidding document shall be deemed to form part of our bid and in the event of award of work to us, the same shall be considered for constitution of contract agreement. Further, we shall sign & stamp each page of this bidding document as a token of acceptance and as a part of the Contract in the event of award of Contract to us.
4. We further confirm that we have quoted prices in price bid considering detailed description of scope of work. We confirm that price quoted by us includes price for all works/activities/supply etc. as mentioned in this tender document.
5. We declare that the statement made and the information provided in our offer is true and correct in all respect. In case, it is found that the information/ documents provided by us are incorrect/ false, our application/offer/tender shall be rejected by BHEL without any reference to us.

Thanking you,

Very Truly Yours,

Signature
With name, Designation & seal of the firm

Mithsukh
12/10



BIDDER'S GENERAL INFORMATION
(To be submitted along with Part-1 Bid)

Photograph of
bidder /
authorised
signatory
holding power
of attorney

| Sl. No. | Description | Details |
|----------------|--|----------------|
| 1 | Name of tendering company/Firm/Agency | |
| 2 | Type of firm | |
| 3 | Name of proprietor/ Director of Company/Firm/Agency | |
| 4 | Full address of registered office with telephone no., Fax no. & E-mail Address etc. | |
| 5 | Full address of operating/branch office with telephone no, Fax no. & E-mail Address etc. | |
| 6 | Permanent Account Number (PAN) | |
| 7 | Labour Identification Number (LIN) | |
| 8 | EPF Registration No. | |
| 9 | ESI Registration No. | |
| 10 | GST Registration No. (GSTIN) | |
| 11 | Udyog Aadhaar Memorandum (UAM No.) | |
| 12 | Startup recognition Certificate No. | |
| 13 | Corporate Identification Number (CIN) | |
| 14 | Name of Bidder/ Contact Person | |
| 15 | Phone No. of Bidder / Contact Person | |
| 16 | E-mail Address of Bidder / Contact Person | |
| 17 | Name of Authorized Signatory | |


 Mitesh Patel
 12/10/2015

Signature
 With name, Designation & seal of the firm

LETTER OF AUTHORITY

(To be submitted along with Part-1 Bid)

[Pro forma for Letter of Authority for Attending Subsequent 'Negotiations' / 'Pre-Bid Meetings' /'Un-priced Bid Opening' / 'Price Bid Opening']

Ref:

Date:

To,

M/s BHEL

SUB: _____

TENDER NO: _____

Dear Sir,

I/We, _____ hereby authorize the following representative(s) for attending any 'Negotiations' / 'Meetings [Pre-Bid Meeting]', 'Un-priced Bid Opening', 'Price Bid Opening' and for any subsequent correspondence / communication against the above Bidding Documents:

1. Name & Designation _____ Signature _____
Phone/Cell: _____
Fax: _____
E-mail:@.....

2. Name & Designation _____ Signature _____
Phone/Cell: _____
Fax: _____
E-mail:@.....

We confirm that we shall be bound by all commitments made by aforementioned authorised representative(s).

Place:

[Signature of Authorized Signatory of Bidder]

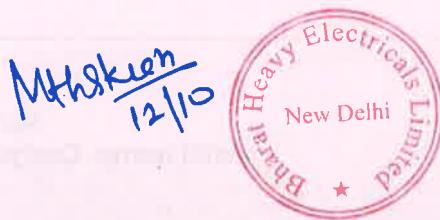
Date:

Name:

Designation:

Seal:

Note: This "Letter of Authority" should be on the "**letterhead**" of the Firm / Bidder and should be signed by a person competent and having the 'Power of Attorney' to bind the Bidder. Not more than 'two [02] persons per Bidder' are permitted to attend 'Techno-commercial / Un-priced' & "Price Bid" Openings. Bidders authorized representative is required to carry a copy of this authority letter while attending the un-priced and priced bid opening, the same shall be submitted to BHEL.



E-Banking Mandate Form
(To be submitted along with Part-1 Bid)

1. Vendor/customer / Beneficiary Name:
2. Vendor/customer/ Beneficiary Code:
3. Vendor /customer/ Beneficiary Address:
4. Vendor/customer/ Beneficiary e-mail id:
5. Particulars of bank account:
 - a. Name of Bank:
 - b. Name of branch:
 - c. Branch code:
 - d. Address:
 - e. Telephone number:
 - f. Type of account (current/saving etc.):
 - g. Account Number:
 - h. RTGS IFSC code of the bank branch:
 - i. NEFT IFSC code of the bank branch:
 - j. 9-digit MICR code:

I/We, hereby, declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incompleteness or incorrectness of information given by me as above, I/We would not hold the user institution responsible.

(.....)
Signature of the Beneficiary

Certified that the particulars furnished above are correct as per the record.

Bank Stamp

Dated

(.....)
Signature of the Authorized Officer



WAGE PAYMENT STRUCTURE
(BREAKUP OF ESI/EPF/EDLI)

| Sl. No. | COMPONENTS | All Amount in ₹ | | |
|------------|--|--|---|--|
| | | RATE PER UNIT PER MONTH FOR UNSKILLED | RATE PER UNIT PER MONTH FOR SEMI SKILLED | RATE PER UNIT PER MONTH FOR SKILLED/ SUPERVISOR |
| 1(a) | Min. Rates of Wages in Scheduled Employments under Min. Wages Act,1948 in the NCT of Delhi vide notification No. 12(142)/02/MW/VII/3636, dated 22/10/2019 | 14,842.00 | 16,341.00 | 17,991.00 |
| 1(b) | Dearness Allowances (₹) w.e.f. 01/04/2020 to 30/09/2020 (Notification dtd. 07-12-2020) | 468.00 | 520.00 | 572.00 |
| 1(c) | Dearness Allowances (₹) w.e.f. 01/10/2020 to 31/03/2020 (Notification dtd. 07-12-2020) | 182.00 | 208.00 | 234.00 |
| 1(d) | Dearness Allowances (₹) w.e.f. 01/04/2021 (Last DA revised vide Notification No. F. No.12(142)/02/MW/VII/Partfile/2044-2055, dated 18/06/2021) | 416.00 | 468.00 | 494.00 |
| 1(e) | Rates of Monthly Min. Wages (Basic+DA) w.e.f. 01/04/2021 | 15,908.00 | 17,537.00 | 19,291.00 |
| 1(f) | Additional Cash Component (₹) | 3,200.00 | 3,700.00 | 4,100.00 |
| 1 | Monthly Consolidated Wages (₹) (i.e. Basic Wage+DA+Cash Component) | 19,108.00 | 21,237.00 | 23,391.00 |
| 2 | PF CONTRIBUTION: Employee's Contribution @12.0 % and Employer's Contribution @13.0 % | | | |
| 2(a) | EPS (A/c No.10): Employer's Contribution@8.33% of Monthly Consolidated wages including VDA (i.e. S.No.1) OR @8.33% of ₹15000/- whichever is lower {EPS contribution is payable on maximum wage ceiling of ₹ 15000/- only} | 1,250.00 | 1,250.00 | 1,250.00 |
| 2(b) | EPF (A/c No.01): The difference of Employee's share {i.e. 12% of Monthly Consolidated wages including VDA (i.e. S.No.1)} & Pension Contribution {i.e. S. No. 2(a)}.{EPF contribution is payable on maximum wage ceiling of ₹ 15000/- however EPF contribution can be paid on higher wages also (wages above 15000/-)} | 1,043.00 | 1,299.00 | 1,557.00 |
| 2(c) | EDLI (A/c No.21): Employer's Contribution@0.50% of Monthly Consolidated wages including VDA (i.e. S.No.1) OR @0.50% of ₹15000/- whichever is lower. (Contribution to be paid on up to maximum wage ceiling of ₹15000/- even if PF is paid on higher wages) | 75.00 | 75.00 | 75.00 |
| 2(d) | EPF Admn. Charges (A/c No.02): Employer's Contribution@0.5% of Monthly Consolidated wages including VDA (i.e. S. No. 1) subject to Minimum Administrative charges payable per month per establishment is Rs. 500/- .(EPF Admn. Charges is payable on total pay on which EPF contributions are payable.) | 96.00 | 107.00 | 117.00 |
| 3 | ESI CONTRIBUTION: Employee's Contribution @0.75 % and Employer's Contribution @3.25 % of gross wages | | | |

M. Shrikant
12/10/2020
Bihar State Health
Services Corporation
New Delhi

| | | | | |
|------------------------------------|--|--------------------|--------------------|--------------------|
| 3(a) | ESI: Employer's Contribution @3.25% of Monthly Consolidated wages including VDA (i.e. S. No. 1) {(Enhanced wage ceiling for coverage of employees under the ESI Act is ₹ 21,000/- which will be calculated on S. No. 1) OR ** a comprehensive Insurance Policy for meeting the liability under Employees Compensation Act & Medical Coverage for the Worker and dependent family members within the same allocable cost. | 622.00 | 691.00 | 761.00 |
| BONUS, LEAVE, UNIFORM, ETC. | | | | |
| 4 | Bonus Contribution: @8.33% of ₹7000/- or the minimum wage {i.e. S. No.1 (c)} for the scheduled employment, as fixed by the appropriate Government, whichever is higher. (Enhanced wage ceiling for coverage of employees under the Payment of Bonus Amendment Act-2015 is ₹ 21,000/- which will be calculated on S. No. 1) | 1,326.00 | 0.00 | 0.00 |
| 5 | Liveries/ Uniform (lump sum) @ ₹ 225/- Per Month | 225.00 | 225.00 | 225.00 |
| 6 | Provision against encashment of Privilege leaves/ Earned leaves (15 PL) @1.25 days Per Month | 797.00 | 885.00 | 975.00 |
| 7 | Per month category wise wage (₹) (Sub-total of S. No. 1 to S. No. 6) | ₹ 24,542.00 | ₹ 25,769.00 | ₹ 28,351.00 |

Signature

With name, Designation & seal of the firm



THE LIST OF RESOURCES ALONG WITH QUANTITY OF EACH TYPE OF RESOURCE TO BE CONTINUED BY THE SUCCESSFUL BIDDER/SERVICE PROVIDER UNDER THE NEW CONTRACT AS PER THE TERMS AND CONDITIONS OF NEW CONTRACT CONCLUDED ON THE BASIS OF THIS BID

| Unit of Measurement: Number of Points Per Month | | | | | |
|---|---|-------------------------|-----------------------|----------|-------------------|
| | | Location → | AGVC Flats, Siri Fort | | |
| Service Description | | Category of Workforce → | USW | MSS | SW/SUP. |
| ↓ | | | | | Total |
| 1 | Housekeeping & Catering Services | | | | |
| a | Sanitary Worker | | 3 | 0 | 0 3 |
| b | Cook | | 0 | 2 | 0 2 |
| c | Work Supervisor cum Receptionist | | 0 | 0 | 1 1 |
| Sub Total | | | 3 | 2 | 1 6 |

Signature

With name, Designation & seal of the firm



PART 'II' – UN-PRICE BID

(To be submitted along with Part-1 Bid)

| S. No. | Description of services | Charges/Cost | | |
|--|--|--|--|------------------------------------|
| 1.00 | Monthly Cost (including service charges) for deployment of at-least 6 Nos. (03 Nos. USW, 02 SSW & 01 No. SW) category of workforce for running & managing Transit Flat. The contractor has to disbursed the wages to their workforce in line with <u>Annexure-L1</u> . | (a) | ₹ 1,53,515.00 | |
| | | (b) | Contractor's Service Charge: (in % excl. GST) <i>{minimum workable service charges: 2.25% excl. GST}</i> | |
| | | (c) | Sub-total including Service Charge: | |
| | | (d) | Grand Total including GST@18%: | |
| COST OF CONSUMABLE MATERIALS & SERVICE ITEMS FOR PROVIDING THE GUEST AMENITIES AS PER THE SCOPE OF JOB/ SERVICES (FOR 6 ROOMS): | | (d) = (c) x 1.18 | | |
| 2.00 | Description of Services | Monthly Charges (excl. GST) (₹) | Rate of GST in % (as on date) | Monthly Charges (incl. GST) |
| | | (i) | (ii) | (iv) = (ii) x 1.18 |
| 2.01 | Providing tea bags / coffee sachets / Milk sachets / sugar sachets / Sugar free sachets for 04 cups of tea or coffee per day in all rooms. | ..... | ..... | ..... |
| 2.02 | Providing two soaps, two shampoo sachets, tooth-brush, toothpaste, comb, shaving cream, shaving razor, coconut oil, shower cap, etc. of good quality required for two people at the time of arriving. Providing Housekeeping & other cleaning materials and consumables like brooms, mops, tissue paper, toilet roll, liquid soaps, floor cleaner etc. | ..... | ..... | ..... |
| 2.03 | Providing laundry services like washing of bed sheets, bed covers, pillow covers, blanket covers & towels in all the occupied rooms on daily basis as per the scope of Job/ services. | ..... | ..... | ..... |
| 2.04 | Additional Food Items (Providing Mineral Water Bottle, Milk, Cold Drinks, Packed Fruit Juice, etc. on MRP for Guests staying at Transit Flat as per requirement) | ₹ 4,070.00 | 0.00% | ₹ 4,070.00 |
| 3.00 | Sub-total of S.No. (2.01+2.02+2.03+2.04) |  |  | ..... |
| 4.00 | Total Monthly Charges/Cost against S.No. (1.00 & 2.00) = Sub-total of S.No. (1.00(d) + 3.00) |  |  | ..... |
| 5.00 | Total Monthly Charges/Cost against S.No. (1.00 & 2.00) for the period of 24 Months = S. No. ((4.00) x 24) |  |  | ..... |

| COST OF PROVIDING/SUPPLYING CATERING ITEMS/SERVICES: | | | | | | |
|--|--|-------|---------------------------------|--|---------------------------------|-----------------------------|
| 6.00 | Catering Items | Qty. | Unit Rate (excl. GST) (₹) | Rate of GST in % (as on date) | Unit Rate (incl. GST) (₹) | Total Amount (incl. GST) |
| | | | | | | |
| (i) | (ii) | (iii) | (iv) | (v) | (vi) = (ii) x (v) | |
| 6.01 | Item No. 1: Breakfast | 3912 | ..... | ..... | ₹ ..... | ₹ ..... |
| 6.02 | Item No. 2: Lunch | 2244 | ..... | ..... | ₹ ..... | ₹ ..... |
| 6.03 | Item No. 3: Dinner | 3852 | ..... | ..... | ₹ ..... | ₹ ..... |
| 6.04 | Item No. 4: Tea | 2808 | ..... | ..... | ₹ ..... | ₹ ..... |
| 6.05 | Item No. 5: Coffee | 2808 | ..... | ..... | ₹ ..... | ₹ ..... |
| 7.00 | Sub-total of S.No. (6.01 to 6.05): | | | | | ₹ |
| 8.00 | Gross Total expenditure in two years (including GST) {Sub-total of S.No. 5.00+7.00} | | | | | ₹ |

A. Un-priced price bid format duly signed by the tenderer shall be submitted along with technical bid, by mentioning '**Q**' in all the columns where quote is to be offered by the party/bidder.

B. **Evaluation Criteria:** Overall L1 bidder will be decided based on the S.No.8 i.e. Gross Total expenditure in two years.

C. The cost against S. No. 1 should be quoted for deployment of at least 06 Nos. of workforce. However, the actual payment will be made on the basis of actual deployment of the workforce in the given month subject to maximum up to the quoted cost in case the wages are not revised. The contractor has to disbursed/deposited the wages as per **Annexure-F1**. For quoting the cost against S.No.1 the bidders should add/include service charges & other charges over **Per month category wise wage** as mentioned in **Annexure-F1**.

D. The composite monthly rate must be quoted in above format against S. No. 2.01 to 2.03 for the complete scope of Job/ Services for 06 rooms as enclosed at **Section-III**.

E. The rate against S. No. 2.01 & 2.03 should be quoted for 100% occupancy of rooms (100% occupancy means all the 06 rooms are occupied once in a day for 30 days in a month i.e. total no of occupancy as $180/186(06X30/31)$). However, the actual payment against S. No. 2.01 & 2.03 will be made on the basis of actual occupancy of rooms/ actual numbers of night utilized in a given month. On an average the occupancy of rooms is 90% to 100% in a month.

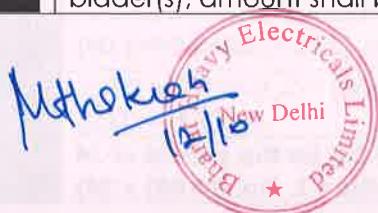
F. The cost against S. No. 2.02 should be quoted for numbers of kits containing the said items for 100% occupancy given to the guests. However actual payment against S. No. 2.02 will be made on the basis of No. of kits consumed during occupancy. One kit will be issued at the time of arriving of guests. Each kit will be valid for three days, after three days, it may be provided on demand. One such kit will be given to per person only at time. The rate per kit will be calculated as quoted rate at S. No. 2.02 dividing by 60.

G. Rates mentioned against S. No. 2.04 is for evaluation purpose only however the payment will be made at MRP on the basis of actual consumption.

H. Payment against S. No. 6.00 will be made on the basis of actual consumption of breakfast, lunch & dinner, Tea & coffees for Official guests at the rate quoted by the bidder.

I. In case service charges (%) quoted in any bid(s) is below the minimum workable service charges (**2.25% excl. GST**), the same shall be treated as unresponsive and shall be summarily rejected.

Provided that the bid is substantially responsive, based on the rate(s) quoted by the bidder(s), amount shall be calculated by BHEL to avoid any arithmetical error(s).



Signature
With name, Designation & seal of the firm

PART 'II' – PRICE BID
(To be submitted along with Part-2 Bid)

| S. No. | Description of services | Charges/Cost | | |
|--------|--|---------------------------------|---|-----------------------------|
| 1.00 | Monthly Cost (including service charges) for deployment of at-least 6 Nos. (03 Nos. USW, 02 SSW & 01 No. SW) category of workforce for running & managing Transit Flat. The contractor has to disbursed the wages to their workforce in line with Annexure-L1. | (a) | ₹ 1,53,515.00 | |
| | | (b) | Contractor's Service Charge: (in % excl. GST) <i>{minimum workable service charges: 2.25% excl. GST}</i> | |
| | | (c) | Sub-total including Service Charge: | |
| | | (d) | Grand Total including GST@18%: | |
| 2.00 | COST OF CONSUMABLE MATERIALS & SERVICE ITEMS FOR PROVIDING THE GUEST AMENITIES AS PER THE SCOPE OF JOB/ SERVICES (FOR 6 ROOMS): | | | |
| | Description of Services | Monthly Charges (excl. GST) (₹) | Rate of GST in % (as on date) | Monthly Charges (incl. GST) |
| 2.01 | Providing tea bags / coffee sachets / Milk sachets / sugar sachets / Sugar free sachets for 04 cups of tea or coffee per day in all rooms. | ..... | ..... | ..... |
| 2.02 | Providing two soaps, two shampoo sachets, tooth-brush, toothpaste, comb, shaving cream, shaving razor, coconut oil, shower cap, etc. of good quality required for two people at the time of arriving. Providing Housekeeping & other cleaning materials and consumables like brooms, mops, tissue paper, toilet roll, liquid soaps, floor cleaner etc. | ..... | ..... | ..... |
| 2.03 | Providing laundry services like washing of bed sheets, bed covers, pillow covers, blanket covers & towels in all the occupied rooms on daily basis as per the scope of Job/ services. | ..... | ..... | ..... |
| 2.04 | Additional Food Items (Providing Mineral Water Bottle, Milk, Cold Drinks, Packed Fruit Juice, etc. on MRP for Guests staying at Transit Flat as per requirement) | ₹ 4,070.00 | 0.00% | ₹ 4,070.00 |
| 3.00 | Sub-total of S.No. (2.01+2.02+2.03+2.04) |  |  | ..... |
| 4.00 | Total Monthly Charges/Cost against S.No. (1.00 & 2.00) = Sub-total of S.No. {1.00(d) + 3.00} |  |  | ..... |
| 5.00 | Total Monthly Charges/Cost against S.No. (1.00 & 2.00) for the period of 24 Months = S. No. {(4.00) x 24} |  |  | ..... |

| COST OF PROVIDING/SUPPLYING CATERING ITEMS/SERVICES: | | | | | | |
|--|--|-------|-----------------|-----------------------|-------------------|--------------|
| 6.00 | Catering Items | Qty. | Unit Rate | Rate of | Unit Rate | Total Amount |
| | | | (excl. GST) (₹) | GST in % (as on date) | | |
| (i) | (ii) | (iii) | (iv) | (v) | (vi) = (ii) x (v) | |
| 6.01 | Item No. 1: Breakfast | 3912 | ..... | ..... | ₹ ..... | ₹ ..... |
| 6.02 | Item No. 2: Lunch | 2244 | ..... | ..... | ₹ ..... | ₹ ..... |
| 6.03 | Item No. 3: Dinner | 3852 | ..... | ..... | ₹ ..... | ₹ ..... |
| 6.04 | Item No. 4: Tea | 2808 | ..... | ..... | ₹ ..... | ₹ ..... |
| 6.05 | Item No. 5: Coffee | 2808 | ..... | ..... | ₹ ..... | ₹ ..... |
| 7.00 | Sub-total of S.No. (6.01 to 6.05): | | | | | ₹ |
| 8.00 | Gross Total expenditure in two years (including GST) {Sub-total of S.No. 5.00+7.00} | | | | | ₹ |

Signature

With name, Designation & seal of the firm

M. Thakur
12/10



CHECK-LIST (TECHNICAL BID)
SUMMARY OF COMPLIANCE TO REQUIREMENT OF TENDER
 (To be submitted along with Part-1 Bid)

| Sl. No. | Description of requirement | Compliance | Page No. |
|---------|--|---|--|
| 1 | Power of Attorney or a true copy thereof duly attested by a Gazetted Officer / Copy of Board Resolution, in favour of the authorized signatory of the Bid, in case an authorized representative has signed the tender. | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA | |
| 2 | Copies of original registration certificate documents defining the constitution or legal status, place of registration and principal place of business. | <p><u>For Partnership Firm:</u> Partnership Deed registered at the office of Registrar of Firms.</p> <p><u>For Company:</u> Certified copy Memorandum of Association, Article of Association and Incorporation Certificate.</p> <p><u>For Society:</u> Registration certificate issued by Registrar of societies.</p> <p><u>For Sole Proprietor-ship Firm:</u> Undertaking on oath (on a non-judicial stamp paper of ₹100/-) that Proprietor is solely responsible for all rights and liabilities while working under the name and style of Sole Proprietorship firm namely (.....).</p> | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA |
| 3 | EMD in a separate envelope. | <p>Cash deposit as permissible under the extant Income Tax Act (before tender opening);</p> <p>Banker's cheque / Pay order/ Demand draft, in favour of BHEL (along with offer), payable at New Delhi</p> <p>FDR issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act.</p> <p>Online payment receipt in case Electronic Fund Transfer credited in BHEL account.</p> <p>Attested copies of either Udyam Registration Certificate or valid NSIC certificate</p> <p>Certificate of recognition as Startup from Dept. of Industrial Policy & Promotion, Ministry of Commerce & Industry, Govt. of India.</p> | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA |
| 4 | Copies of the Audited Balance sheet and Profit & Loss account statements of last three Financial Years | <p>FY 2017-18</p> <p>FY 2018-19</p> <p>FY 2019-20</p> | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA |
| 5 | Acknowledgement of I-T return of last three Financial Years. | <p>FY 2017-18 i.e. AY 2018-19</p> <p>FY 2018-19 i.e. AY 2019-20</p> <p>FY 2019-20 i.e. AY 2020-21</p> | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA |
| 6 | Copies of Work Orders / Award Letters / Agreements along with "Experience / Performance Certificate(s)" of a similar nature and size and details of services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts. | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA | |



M. H. S. K. S. H.
12/10

| | | | |
|----|--|--|---|
| 7 | The bidder(s), who have provided similar services in past or presently providing similar services to any of the BHEL unit / region, have to essentially submit "Performance Certificate" issued by concerned BHEL unit / region for satisfactory performance of works. | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA | |
| 8 | Copy of the PAN card. | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA | |
| 9 | Copy of GST registration certificate (GSTIN) | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA | |
| 10 | Copy of ESI license. | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA | |
| 11 | Copy of PF license. | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA | |
| 12 | Copy of FSSAI license. | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA | |
| 13 | No Deviation Certificate i.e. Annexure-A . | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA | |
| 14 | Declaration Certificate i.e. Annexure-B . | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA | |
| 15 | Bidder's General Information i.e. Annexure-C . | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA | |
| 16 | 'Letter of Authority' on the Letter Head, as per Annexure-D . | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA | |
| 17 | "E-Banking Mandate Form" on the Letter Head, as per Annexure-E . | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA | |
| 18 | Annexure-F1 . | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA | |
| 19 | Annexure-F2 . | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA | |
| 20 | PART 'I' – UN-PRICE BID i.e. Annexure-G . | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA | |
| 21 | PART 'II' – PRICE BID i.e. Annexure-H . | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA | X |
| 22 | "Check-List" i.e. Annexure – I . | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA | |
| 23 | Signed & stamped complete tender document | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA | |
| 24 | All forms, formats, annexures including tender document duly signed by the Authorized Signatory. | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA | |

EMD DETAILS

| Name of Bank & Branch | DD / PO No. | Date | Amount (₹) |
|-----------------------|-------------|------|------------|
| | | | |

Or

Online payment receipt No.:

EMD will be waived off for MSEs and Startups upon verification.

Signature

With name, Designation & seal of the firm

