

BHARAT HEAVY ELECTRICALS LIMITED
(A GOVT. OF INDIA UNDERTAKING)
Heavy Equipment Repair Plant
Varanasi

TENDER DOCUMENT No.
HERP/C&S/ Guest House – Dated: 21/10/2021
“Supply of food & House Keeping at BHEL, HERP Transit Flat, Varanasi”

NOTICE INVITING TENDER

- 1) Name of Work: **Supply of food to guests & House Keeping.**
- 2) **Scope of work:** Supply of Food to Guests & House Keeping. Three manpower (with competent in cooking) required in a day with 8 hr shift (one manpower in one shift). The deployed manpower will also ensure other activities like sweeping, washing of toilets on daily basis, supply of detergents, broom, vim powder, Phenyls, toilets, soap, duster, room freshener, bygone etc. Providing two small soap & Shampoo to the Guests on daily basis. Changing of bed sheets, pillow cover & towels as per clause 7 of Special terms and conditions, proper upkeep of linens (bed sheet, bed cover, pillow cover & towel) by washing and pressing. Maximum 90 man-days additional duties (with the quoted rates) can be taken as and when required by BHEL from the manpower deputed during the contract period.
- 3) Sealed Tenders are invited in 2 Bid System i.e. **'Technical cum Commercial Bid'** and **'Price Bid'** for the above work from competent parties.
- 4) Tender will be submitted through GePNIC upto **14.00 Hrs. On 15.11.2021. 'Technical cum Commercial Bid'** shall be opened on the same day at **15.00 Hrs. Price Bid** shall be opened at a later date after completion of other formalities and acceptance of 'Technical cum Commercial Bid'.
- 5) **Tender document can be downloaded from our website: www.bhel.com & www.bhelherp.com.**

Important:

- (i) The 'Price Bid' of only those bidders shall be opened who qualify in the 'Techno-Commercial Bid'. The both bids should be enclosed in separate and sealed envelopes. The outer envelope should be super-scribed 'Price Bid' & 'Techno-Commercial Bid' for identification. No Deviation Certificate sheet should be enclosed along-with the 'Techno-Commercial Bid'.
- (ii) For more details, kindly contact to:
Shri Ashok Kumar
Manager/Shipping
Contact No. 0542-2720-884/8874200836.

BHEL : HERP : Varanasi**HERP: C&S: Guest House****Date: 21.10.2021****TECHNICAL CUM COMMERCIAL BID QUALIFYING REQUIREMENT**

The bidders are required to provide information about the following and enclose copies of required documents for **Supply of food and House Keeping of HERP, Transit Flat**".

	Requirement	Essential/ Desirable	Details (To be filled in by the Contractor)
1	Name of the bidder / Firm	Essential	
2	Contact Details (For day to day liaisoning): a) Name of Contact Person: b) Address of Contact Person: c) Land Line & Mobile Numbers d) E-mail id:	Essential	
3	EMD in the standard form enclosed for <u>Rs. 35500/- Rupees Thirty five Thousand five Hundred only</u>	Essential	
4	Signature, Date, & Seal on all pages of the Technical cum Commercial Bid.	Essential	
5	Details of Firm: Company/Partnership Firm/ Individual (please enclose Partnership Deed)	Essential	
6	Address of bidder / Firm	Essential	
7	PAN No.	Essential	
8	GST/Service Tax Registration No. (PAN based) (if applicable)	Essential	
9	Blank Price Bid	Essential	
10	Bank Account Details: Beneficiary Name : Bank Name: Branch : MICR code : IFSC code : Account Number : Account Type:	Essential	
11	Minimum three years experience of running Guest / Guest House in a Govt./Semi-Govt./State-Central PSUs Documents: Income-Tax Return Copy of P&L and Balance Sheet or any other document evidencing the experience etc.	Essential	
12	Valid Labour License (if more than 10 labours are engaged) (Enclose Copy)	Desirable	
13	Copy of Valid PF Registration	Desirable	
14	Copy of Valid ESI Registration	Desirable	

Note: (a) Non-fulfilment of any of the essential requirements can entail disqualification of the bidder.

All the above conditions accepted.

(Sign, Seal & Date of Contractor)

GENERAL TERMS & CONDITIONS OF CONTRACT

NAME OF WORK : "Supply of food and House Keeping of HERP, Transit Flat"

Tenders are invited for Operation and Maintenance of Guest House including supply of food to guests.

- 1) The bidding is in 02 (Two) stages i.e.
(a) Technical cum commercial bid, and (b) Price bid.
- 2) The price bids of only those bidders will be opened who qualify the first stage (i.e. Technical-cum-Commercial Bid).
- 3) Bidders are requested to comply with requirements like PF & ESI Registration, Labour license etc., if applicable. If the appropriate authorities raise any such requirement/claim/challan, the bidder will have to fulfil all requirements for which no financial burden shall be passed on to BHEL. The full burden will have to be borne by the bidder. Bidder should submit bill on monthly basis supported with log book and other related documents.
- 4) The bidders are required to quote their service charges in Rupees per month (Rs. / Month) in figures as well as in words. There should be no cutting or over-writing in the price bid. This may be ensured while filling the price bid.
- 5) Bills will have to be submitted to BHEL, Commercial & Shipping (C&S) Department, HERP, Varanasi. Certified bill will be sent for payment.
- 6) The billing period will begin from the 1st day of a calendar month.
- 7) The **validity of the contract** shall be initially for 02 (Two) years from date of LOI/Contract which may be extended for further period as deemed fit and proper and acceptable to both the parties.
- 8) For the services to be provided for Guest House the contract will be finalized on lowest technically qualified bidders only. The bidders quoting the lowest price shall be considered for ordering subject to price reasonability & techno-commercial suitability.
- 9) Offers shall be accompanied with proof of **Earnest Money Deposit (EMD) of Rs. 35500/- - Rupees Thirty Five thousand Five hundred only** through NEFT in favour of BHEL, HERP, Varanasi (UP). Bank Details are as under:

Name of Beneficiary : Bharat Heavy Electricals Limited (BHEL)
Account No. : 11103264820.
Name of the bank : State Bank Of India
Branch : Main Branch Varanasi (Near Kachahari).
IFSC Code : SBIN0000201.

The EMD shall be refunded to the unsuccessful bidder(s) after award of work by BHEL and acceptance by the successful bidder. EMD deposited by the bidder will be forfeited as per Tender Documents if:

- a) After opening the tender, the bidder revokes his tender within the validity period or increases his earlier quoted rates.
- b) The bidder does not commence the work within the period as per LOI/Contract (In case the LOI/contract is silent in this regard then within 15 days after award of contract).

- 10) **Security Deposit (SD):** Security deposit @ 5% of the total contract value shall be as per Works Policy 2016 will be collected from the successful bidder **before start of the work through NEFT** or NSS or KVP or Bank Guarantee (from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL) or 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). The directives given in BHEL Works Policy 2016 shall be fully followed. EMD of Rs. **35500/-** may be adjusted against SD on the request of the contractor to whom the contract is awarded. The SD will be refunded to the contractor after satisfactory completion of the work and after making necessary recoveries.
- 11) **Payment Terms:** Payment will be made within 30 days of the submission of bill. BHEL HERP will make payments in two parts:-
Part-1: Basic Invoice value and all other charges (except GST amount) will be paid as per work order payment terms.
Part-2: GST portion of invoice value will be paid only after fulfilling following condition:
(A) Payment of GST amount in to Govt account by supplier against invoice raised to BHEL
(B) Filing of GST return within scheduled date
(C) Display of GST credit against BHEL GSTIN no 09AAACB4146P2ZC on GSTN portal.
Note: Advance payment is not acceptable by BHEL HERP Varanasi in any case
- 12) Successful bidder will pay the Stamp Duty on Security Deposit as per government Rules.
- 13) The contractor has to abide by all laws, rules & regulation applicable to this type of work. Ignorance of the same does not entitle him to any concessions or claims.
- 14) Bidder will have to fulfil all legal obligations for Operation and Maintenance of Guest House including supply of food to guests regarding minimum wages, PF, ESI, Pollution norms, GST/Service tax etc. as may be applicable to them.
- 15) **ARBITRATION:** All disputes arising in connection with the contract shall be settled by mutual consultation. If no agreement is reached the dispute shall be settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules made there under. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of the Unit, BHEL, HERP, Varanasi. The award of the arbitrator shall be final and binding on both the Parties. The venue of the Arbitration shall be Varanasi in India. The Award to be given by the Arbitration shall be a speaking award. All questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of Varanasi Courts.
- 16) **JURISDICTION:** Any matter of dispute arising out of or in connection with this contract shall be under jurisdiction of Varanasi court only.
- 17) **SUSPENSION:** BHEL reserves the right to suspend performance of any or all of its obligations under the contract. Such notice shall specify the obligation of which performance is to be suspended, the effective date of suspension and the reasons therefore. The contractor shall there upon suspend performance of such obligation until ordered in writing to resume such performance by the same authority that ordered for suspension.
- 18) The Contractor has to make an agreement with BHEL in the format prescribed on a Rs. 100/- Non-Judicial Stamp Paper.

- 19) In case of non satisfactory performance of the contract, BHEL shall have a right to cancel the contract & forfeiting the security deposit.
- 20) The Contractor shall compensate BHEL for any loss or damage to the plant / property, material of BHEL due to his workmen/representatives' negligence or otherwise during execution of work contract.
- 21) The Contractor shall get the character & antecedents of the hands engaged for fulfilment of their obligations under the contract verified from District Magistrate's office and intimate the same to the management, before deploying them to work.
- 22) BHEL reserves the right to accept or reject any or all offers without assigning any reason (s). The dispute arising out of or in relation of this agreement shall be referred to arbitrator who may be a serving / retired Sr. Officer or any other person of repute whose award shall be binding on both the parties to the agreement. In case any of the parties decides to obtain relief from the court, the dispute arising out this agreement shall be subject to Varanasi jurisdiction.

I HAVE READ AND UNDERSTOOD ALL THE GENERAL TERMS & CONDITIONS. THE ABOVE HAVE BEEN UNDERSTOOD FROM BHEL OFFICERS/SUPERVISORS. ALL TERMS & CONDITIONS ARE ACCEPTED.

All the above conditions accepted.

(Sign, Seal & Date of Contractor)

Special Terms and Conditions that will form part of contract agreement

1. All the items like linen, utensils, equipments furniture will be provided by BHEL. Contractor will be responsible for proper custody and maintenance and cleaning of these items. Subject to loss/damage due to normal wear and tear any loss/damage of material provided in the Guest House will be charged from the contractor.
 2. The contractor shall have to maintain a register for collection of room rent, service charges from the guests/boarders and deposit the same in BHEL, Finance department along with monthly service charges bill.
 3. Lunch, dinner, breakfast, tea and snacks will be provided by the contractor to guest(s) on chargeable basis. The rates to be charged for food, tea, snacks, beverages etc. shall be as per fixed menu rates charge attached at **Annexure-A**. Fuel/cooking gas to be used for cooking and preparing food items to be served to the guests/boarders in the Guest House shall be arranged by the contractor at their own cost.
 4. Consumption of alcoholic drinks in the Guest House is strictly prohibited.
 5. Proper house keeping cleanliness safety and surety of the Guest House will be the responsibility of the contractor. All rooms, toilets, lounge, dining space, passages, verandah/balcony, cupboards etc. shall be kept clean, tidy and sanitised at all times. Room and toilet fresheners should be used regularly. Room fresheners, phenyl, toilet paper, liquid soap (medicated/liquid) and other cleaning/disinfectant material required for the above purpose shall be arranged by the contractor in sufficient quantity and the cost for the same shall have to be borne by them.
 6. The contractor shall indemnify and keep BHEL indemnified against all losses and claims for injuries or damages to any third person or property whatsoever which arise out of or in consequence of the operation of the contract and against all claims, the demand proceeds, damages, cost charges and expenses whatsoever, with respect to or in relation thereto.
 7. The contractor shall arrange washing /cleaning of following items of the company at his own cost :

a) Bed Sheets	}	- As and when required
b) Bed Covers		
c) Pillow Covers		
d) Towels		
e) Blankets		: Before onset of winter
f) Mosquito net		: As and when required
g) Any other Laundry item : As and when required		
- The contractor shall keep ready stock of cleaned bed sheets, bed covers, pillow covers, towels etc. from the existing stock to meet the Guest House requirements. On continuous stay, **the linen shall be changed once every three days.**
8. In case there are complaints against the quality of food, snacks, tea services and Supply of food & House Keeping of Guest House, a penalty will be imposed on the contractor, which will be decided by the BHEL from time to time.

9. The contractor shall also provide food etc. on the occasion of parties being arranged by BHEL from time to time for which separate payments shall be made at mutually agreed rates.
10. One telephone shall be provided for communication needs of the Guest House as well as of guest/boarders. Records for all outgoing calls shall be maintained by the contractor to enable verification of bills. In case the charge for calls are deemed to be in excess of the calls as mentioned in the register then the amount for such excess calls shall be deducted from the dues payable to the contractor/shall have to be borne by the contractor.
11. The contractor shall ensure that suitable services are rendered for smooth operation and maintenance of Guest House and also that they must be trouble free at all times. It is the sole responsibility of the contractor to deploy suitable and efficient manpower. Actual manpower to be deployed shall be assessed by the contractors themselves. **During service to guests the manpower engaged by the contractor shall be in uniform at all times which shall be provided by the party at their own cost.**
12. A penalty upto Rs. 500/- per case may be imposed on contractor in case of non-operation/maintenance of Guest House and non-service of food etc. on any day.
13. It would be the sole responsibility of the contractor to insure their staff against injury, disability and /or death while at work and pay compensation, if any, to their staff as per statutory regulations in force at that time.
14. The contractor shall duly comply with all labour laws, Acts, Rules and regulations relating to Service Tax & Rules framed there under, if applicable, in force from time to time. The contractor shall pay to the manpower engaged by them as per Minimum Wage Act.
15. Further the contractor is required to pay the minimum wage rates to the semi skilled hand engaged by them. Payment will be made through Bank Only. Proof of payment to the SSW will be submitted to BHEL with contractor's monthly bills. Semi skilled Worker should be for 6:00 Hrs to 14:00 Hrs (first shift) and 14:00 Hrs to 22:00 Hrs (second shift) and 22:00 Hrs to 06:00 Hrs (third shift). 90 Mandays is provided for requirement basis in off schedule over the contract period.
16. Recovery under the provision of income tax, as applicable, shall be made from the monthly bills of the contractor.
17. **Arbitration:**
All disputes between the contractor and BHEL arising out of or relating to the award of contract and its operation shall be referred to the arbitration of person to be nominated by General Manager, Bharat Heavy Electricals Limited, Heavy Equipment Repair Plant (HERP), Varanasi and the decision of the arbitrator shall be final and binding on the parties.
18. **Jurisdiction:**
All disputes claims or actions arising out of under or in connection with the contract shall be subject to the exclusive jurisdiction of the Courts having jurisdiction over BHEL, Varanasi.

Menu Rates**Rate(Rs.)****I- BREAK FAST****FIRST CHOICE**

- (a) Toast with butter : 04 Pcs.
 (b) Omelette or boiled egg : 01 Bowl (small)
 (c) Tea : 01 Cup

OR**SECOND CHOICE**

- (a) Toast with butter & Jam : 04 Pcs.
 (b) Cornflakes : 01 Bowl (small)
 (c) Milk : 01 Cup
 (d) Sugar

OR**THIRD CHOICE**

- (a) Aaloo Paratha : 02 Pcs.
 (b) Sauce, Pickles : As required
 (c) Curd : 100 grams.
 (d) Tea : 01 cup

Rs. 40/-**II- Lunch/Dinner - Vegetarian**

- (a) Vegetable dry : 50 Gms.
 (b) Vegetable curry : 100 Gms.
 (c) Dal fried : 100 Gms.
 (d) Curd : 100 Gms.
 (e) Chapati : 06 Nos.
 (f) Rice (Cooked) : 100 Gms.
 (f) Salad/Pickles/Papad : As required

Rs 80/-**III- Lunch/Dinner - Non-Vegetarian**

- (a) Chicken / Mutton curry : 100 Gms.
 (b) Vegetable dry : 50 Gms.
 (c) Vegetable curry : 100 Gms.
 (d) Dal fried : 100 Gms.
 (e) Curd : 100 Gms.
 (f) Chapati : 06 Nos.
 (g) Rice (Cooked) : 100 Gms.
 (h) Salad/Pickles/Papad : As required

Rs 130/-**IV- Other Items**

- (a) Tea : 01 cup - **Rs. 8/-**
 (b) Coffee : 01 cup - **Rs.15/-**
 (c) Soup : 01 Cup - **Rs. 25/-**
 (d) Milk : 01 Glass **Rs.20/-**
 (e) Egg : 02 Piece **Rs. 20/-**
 (f) Omelette : 01 piece **Rs. 15/-**

NO DEVIATION CERTIFICATE

To,
Sr.DGM/C&S
Bharat Heavy Electricals Ltd.
Tarna, Shivpur
Varanasi

Sub: Quotation for Supply of Food & House Keeping of HERP, Transit Flat, Varanasi

Sir,

This is to inform you that we have not taken any deviation from any of the terms and conditions mentioned in the tender document No. HERP:C&S:Guest House dated 21.10.2021 while quoting the rates for the tender for for Supply of Food & House Keeping of HERP, Transit Flat, Varanasi.

All the terms and conditions mentioned in the tender document No. HERP:C&S:Guest House dated 21.10.2021 and BHEL General Terms and Conditions of contract are acceptable to the undersigned.

Thanking you,

Yours Sincerely,

Signature seal and address of the party

PRICE OFFER

Sl. No.	Description	Rates Offered
1.	Scope of work: Supply of Food to Guests & House Keeping. Three manpower (with competent in cooking) required in a day with 8 hr shift (one manpower in one shift). The deployed man power will also ensure other activities like sweeping, washing of toilets on daily basis, supply of detergents, broom, vim powder, Phenyls, toilets, soap, duster, room freshener, bygone etc. Providing two small soap & Shampoo to the Guests on daily basis. Changing of bed sheets, pillow cover & towels as per clause 7 of Special terms and conditions, proper upkeep of linens (bed sheet, bed cover, pillow cover & towel) by washing and pressing. Maximum 90 man-days additional duties (with the quoted rates) can be taken as and when required by BHEL from the manpower deputed during the contract period.	Rs. _____ (Rupees _____ _____) Per month

Note: Washing charges for curtains and carpets will be borne by BHEL

(Signature of Party)

Name : _____

Address : _____

Telephone/Mobile Nos. : _____
