BHEL-ELECTRONICS DIVISION, BENGALURU COMMON CONTRACTING DEPARTMENT

NOTICE INVITING TENDER

1.	Tender Ref No:	BHEL-EDN/ CCD/GH_TF-HOUSEKEEPING -EDN/ NIC-03	3/22-23	
2.	Tender Type	Open Tender -Two part (e-Tender)		
3.	Name of works	WORKS CONTRACT FOR HOUSEKEEPING AND CATERING SERVICES AT BHEL-EDN GUEST HOUSE AND TRANSIT FLAT AT BHEL-EDN TOWNSHIP, ATTIGUPE, BANGALORE FOR TWO YEARS DURING 2022-24.		
4.	Location of work	BHEL-EDN, TOWNSHIP, ATTIGUPE, BANGALORE		
5.	Period of contract	Twenty four months from the date of award of contract	ct.	
6.	Estimate value of Works	₹118.29 Lakh (Excluding GST)		
7.	Earnest Money Deposit Amount	As per B: Pre-qualification criteria : Earnest money de	eposit(EMD)	
8.	Contents of Tender Document.	A] Part-I Technical Bid ANNEX-1A (Technical Bid-Qualifying Criteria) ANNEX-1B (Scope of Work &Technical Terms and Conditions) ANNEX-1C (General Terms & Conditions of Contract) ANNEX-1D (Special Terms & Conditions of Contract) ANNEX-1D (Special Terms & Conditions of Contract) ANNEX-A (No Deviation Certificate) ANNEX-B (Declaration) ANNEX-C (EMD payment Instruction E-COLLECT) ANNEX-D (EFT Format) ANNEX-E (BG in lieu of EMD) ANNEX-F (List of Consortium Banks) B] Part-II Price Bid ANNEX-II (Price bid)(For Reference only)	Pages 12 25 12 04 01 01 01 03 01 01 Pages 07	
9.	Submission of offer	To be submitted electronically by logging to e-Procu https://eprocurebhel.co.in/nicgep/app	rement portal	
10.	Due date and time for submission of offer	11.07.2022/15:00 Hr.		
11.	Due date and time for opening of Technical bid	11.07.2022/15:30 Hr.		
12	Contact details for queries related to tender	Shri. Satya Prakash, Manager / CCD, BHEL-EDN, Bengalu Contact No:080 2699 8040 / 7598217987; e-mail: ccd.edn		
13.	Address of Tender Inviting Authority	Shri. Vishal Singh, DGM/CCD Common Contracting Department (CCD) 2nd Floor, New Engineering Building BHEL-Electronics Division, Mysore Road Bengaluru-560026		

Tender Ref No: BHEL-EDN/ CCD/GH_TF-HOUSEKEEPING -EDN/ NIC-03/22-23

ANNEXURE-1A

Date: 01.07.2022

PART-I (TECHNO COMMERCIAL BID)

INSTRUCTIONS TO THE TENDERER

- The bidder shall submit the bid online by logging in to user account of bidder on e-procurement portal of BHEL as specified in NIT. Offer submitted by any other mode is not acceptable.
- The bidder has to upload the scanned copy of all the mentioned original documents (in colour) during online bid-submission. It is advised that all the documents to be submitted are kept scanned or converted to PDF format in a separate folder in their computer before starting online submission.
- Bidder shall ensure that the total size of the scanned documents to be uploaded remains minimum. If
 required, documents may be scanned at lower resolutions say at 150 dpi. However, it shall be sole
 responsibility of bidder that the uploaded documents remain legible.
- The tender documents must be signed digitally / physically by Partner/ Director of the Firm or by the
 person holding the Power of Attorney on behalf of the Firm concerned for having accepted the
 conditions and upload in e-procurement portal. In the latter case, a copy of Power of Attorney, duly
 attested by a Notary Public must accompany the offer.
- Bidder are advised not to wait till the last minutes or last few seconds w.r.t tender closing time to submit
 their offer to avoid complications related with internet connectivity / network problem/ power failure
 etc.
- Tenderer should arrange for the EMD as specified in the tender. EMD should be submitted as per Part-I(A)/Prequalification Bid/EMD (including EMD waiver, if any).
- In case EMD is paid through offline payment mode, the original should be posted/couriered/given in person in a sealed cover super scribing 'Tender number/date/Part-I(A)/EMD' to the Tender Inviting Authority, within the bid submission date and time for the tender.
- Techno-commercial bid will be considered only, if the Part-I(A)/Prequalification Bid/EMD is valid. EMD in any other form or tender without EMD will be summarily rejected.
- In case of offline payments, the hardcopies of Earnest Money Deposit (EMD) document/ DD submitted to CCD/BHEL-EDN, Bengaluru and the soft-copies uploaded at the time of online bid submission should be the same, otherwise the tender will be summarily rejected.
- Any deviation to this tender terms & conditions, and schedules of this tender will lead to rejection of the offer.
- Tenderer who have been suspended or black listed or issued with "Show Cause Notice" by **BHEL-EDN**, **Bengaluru** or any other unit of BHEL or GOI will not be allowed to participate in the tender and bidder should declare the same in the tender. Even during the course of evaluation/ finalization of tender if it is found that the tenderer is black listed/ barred from business transaction/ under business hold, BHEL will not consider them for further participation in the tender.
- Should a tenderer find discrepancies or omissions in the tender documents, or should there be any
 doubt as to their meaning, he should at once address the authority inviting the tender, for clarification
 well before the due date, so as to submit his tender in time. No extension of time shall be given for
 submission of the tender on any account.
- Rates should be quoted as per the Work / Rate schedule (Price bid/Part -II). Rates quoted in any other form will not be accepted and will be rejected.
- If a tenderer deliberately gives wrong information in his tender or creates conditions favourable for the acceptance of his tender, the BHEL will reject such offer at any stage.
- Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
- Canvassing in any form in connection with tenders is strictly prohibited and the tenders submitted by the Contractors who resort to canvassing will be liable for rejection.
- Should a Tenderer's or a Contractor's or in the case of a firm or company of contractors/any of its shareholder's or shareholder's relative is employed in BHEL, the authority inviting the tenders shall be

informed in writing of this fact at the time of submission of the tender, failing which the tender may be disqualified, or if such fact subsequently comes to light, the contract may be cancelled.

- The tender schedule, and the tender shall be deemed to form an integral part of the contract to be entered into for this work.
- BHEL reserves the right to cancel the tender at any stage without assigning any reason.
- Before submission of offer, the Tenderer is advised to inspect the site of work and its
 environment and be well acquainted with the actual working and other prevailing conditions
 including various best practices adopted by BHEL with respect to position of the materials and
 labor.

Check list for submission of offer

	check list for submission of offer				
Bidd	Bidder shall submit the offer in two parts as Part-I (Techno-commercial Bid) and Part-II (Price Bid				
a)	t -I (Techno commercial bid) shall contain following d EMD related documents b) Pre-qualification related document.				
	e documents to be contained in Techno commercial bid a	are as follows:			
b)	EMD related documents to meet EMD Criteria. Pre-qualification related documents to meet Technical Coundness Criteria and Statutory registration criteria.				
c)	Signed Tender document and duly filled and signed ANI unconditional acceptance to tender Scope of work and T	* * * * * * * * * * * * * * * * * * *			
	-II (Price Bid) comprises of single cover				
	Price bid Cover Price bid cover shall contain rates quoted as per price portal.	bid format available in e-Procurement			
Sl. No	Description	Remarks			
1	Check list for Part-I: Techno commercial Bid (EM	D related documents)			
1.1	Documentary evidence to meet EMD Criteria: 1. Copy of Payment Receipt for EMD amount as per tender. (As applicable) 2. Bank Guarantee in lieu of remaining EMD amount	□ uploaded /□ Not uploaded			
	above ₹ 2 Lakhs, (As applicable)				
	a. EMD may be submitted in the form of Cash deposit (Before tender opening) / Bankers Cheque / Pay order / DD / FDR drawn in favour of BHEL-EDN, Bengaluru (Along with offer) / EFT payment details vide SBI Collect as EMD / NEFT (Before tender opening). (Details for making online payment as per ANNEXURE-C				
	b. EMD is not waived off for MSE bidders.				
	c. In addition to the above, If EMD amount is more than₹2 lakhs, first part of EMD of ₹2 Lakhs can be submitted in the form of Cash deposit /DD/ FDR/ Bankers cheque / Pay order /EFT / online payment and remaining amount over and above ₹ 2 Lakhs by the way of Bank Guarantee from scheduled bank / Nationalized Bank / Consortium bank. The bank guarantee in such cases shall be valid for at least six months. (BG Format attached as ANNEXURE-E). List of Consortium banks attached as ANNEXURE-F.				

Check list for Part-I: Techno Commercial Bid (Pre-Qualification related documents)

2

2.1	Documentary evidence in support of Organization / Firm Registration as registered / licensed companies / firms / proprietors / partnerships Duly signed and sealed copy of 1) Trade License / GST registration / Auditor's letter / PAN or 2) Partnership Deed Copy of Extract from Register of Firms showing latest constitution of Firm (Form A / G/any other form as the case may be) Trade License / GST Certificate and PAN or 3) Partnership Deed, Notarised Declaration as to the constitution of Firm signed by all the Partners and Trade License , GST Certificate and PAN or 4) Certificate of Incorporation / Memorandum of Association & Articles of Association	1.Applicable Document ☐ Uploaded / ☐ Not uploaded
2.2	Self-attested copy of the Power of Attorney , in case an individual/authorized signatory other than the sole proprietor signs the tender.	1.Copy of Power of Attorney ☐ Uploaded / ☐ Not uploaded
2.3	Documentary evidence to meet Technical Competency Criteria as per C.3 of C: Prequalification Criteria: Technical competency & financial soundness 1) Duly signed and sealed copy of WO / PO / Agreement / Completion certificate. 2) Form 26AS / TDS certificate with customer name as name of deductor for financial year in which work was carried out or Bank statement showing transaction with customer during execution of contract	1. WO / PO / Agreement copy / Completion Certificate □ uploaded / □ Not uploaded 2.Form 26AS / TDS Certificate / Bank Statement □ uploaded / □ Not uploaded

2.4	Documentary evidence to meet Financial Soundness Criteria as per C.4 of C: Prequalification Criteria: Technical competency & financial soundness. Duly signed and sealed copy of 1) Income Tax Return (ITR) 2) Balance Sheet & Profit and loss Statement. (For last three consecutive years ending on 31st March 2021 (2018-19,2019-20 and 2020-21) 3) Income Tax Registration (PAN) 4) GST Registration. 5) Solvency Certificate	 1.Income Tax Returns □ Uploaded / □ Not uploaded for 1year / 2 years / 3 years 2.Balance Sheet & profit and loss Statement (Audited) □ Uploaded / □ Not uploaded for 1year / 2 years / 3 years 			
3	Check list for Part-I: Techno commercial Bid (Te related document)	nder Scope and Terms & conditions			
3.1	Documentary evidence for unconditional acceptance to Tender Scope of work and Terms & Conditions. Duly filled, signed and Sealed copy of 1. Complete Tender Document. 2. "No Deviation Certificate "as per ANNEXURE-A in letter head. 3. "Declaration" as per ANNEXURE -B in letter head.	1. Duly filled and Signed "Tender Document" □ uploaded / □ Not uploaded 2. Duly filled and Signed "Declaration" □ uploaded / □ Not uploaded 3. Duly filled and Signed "No Deviation Certificate" □ uploaded / □ Not uploaded			
4	Rates quoted as per Price bid format available on NIC portal.	Quoted as per tender formatNot Quoted as per tender format.			
5	All the information and relevant documents as asked in tender.	☐ Provided / ☐ Not Provided			
Bidders are kindly requested to submit their offer as follows 1) Documents pertaining to each cover shall be uploaded as single pdf containing all relevant documents as stated above. 2) No additional documents other than above shall be uploaded as no weightage or preference will be given for additional documents.					

ANNEXURE-1A

Date: 01.07.2022

PART-I (TECHNO COMMERCIAL BID)

A: (Bidders Profile)

1.	Name of the Enterprise/ Company/ Firm.	
2.	Name of Directors / Partners / proprietor of Enterprise/ Company/ Firm	
3.	Registered Address of Enterprise/ Company/ Firm	
4.	Contact Details: Landline /Mobile number:	
5.	E-mail Address for communication w.r.t tender	E-mail ID:
6.	Name and Contact details of person for communication related to Tender	Name: Mobile No:
8.	Status of Firm as MSME / Start up recognized by DPIIT	☐ Micro ☐ Small ☐ Medium ☐ Start-up recognized by DPIIT ☐ None of the above (Supporting document to be enclosed)
9.	BHEL Vendor Code (If any)	

B: Pre- qualification Criteria: Earnest Money Deposit (EMD)

B.1	Earnest Money Deposit (EMD)			
	Bidder shall submit Earnest Money Deposit (EMD) or valid document for EMD exemption along with the offer.			
	SL NO	SL NO QUALIFYING PARAMETER		QUALIFYING VALUE
	1	EMD (Earnest Money Deposit):		₹ 2,36,598/-
	Details of EMD payment by Bidder		1. DD/ FDR / PAY DETAILS: AMOUNT: ₹ 2,36,5 INST. NO: INST. DATE:	,
			ISSUING BANK:	
	AMOUNT RECEIPT RECEIPT BANK DE AMOUNT BG NO: BG DATE BANK DE BG VALIE (BG fo		AMOUNT: ₹ 2,0 RECEIPT NO: RECEIPT DATE: BANK DETAILS: BANK AMOUNT: ₹36,5 BG NO: BG DATE: BANK DETAILS: BG VALIDITY: Si (BG for full	AND GUARANTEE DETAILS: 598.00/-
		ents to be submitted by be submitted in following ways:		
	i) Elec	tronic fund transfer credited in BHEL acc ing EMD payment through SBI-E collect)		Opening). (Refer Annexure -C for
	ii) In the form of Cash deposit (Done before tender opening) / Bankers Cheque / Pay order / DD / FDR (Along with offer) drawn in favour of BHEL-EDn Bengaluru, payable at Bengaluru issued by			

Scheduled Bank / Nationalized bank / Consortium banks.

- iii) In addition to the above, If EMD amount is more than₹2 lakhs, first part of EMD of ₹2 Lakhs can be submitted in the form of Cash deposit /DD/ FDR/ Bankers cheque / Pay order /EFT / online payment and remaining amount over and above ₹2 Lakhs by the way of Bank Guarantee from scheduled bank / Nationalized Bank / Consortium bank. The bank guarantee in such cases shall be valid for at least six months. (BG Format attached as ANNEXURE-E). List of Consortium banks attached as ANNEXURE-F.
- iv) EMD is not waived off for MSE bidders.

EMD in any other form (One Time EMD, BG for full amount of EMD etc.) is not acceptable.

Duly filled copy of the above along with supporting document to be uploaded in e-procurement portal.

C: Pre- qualification Criteria: Technical competency &financial soundness

C. I I	c. 11c- quantitation criteria. Technical competency annancial soundiness				
C.1	ORG	GANIZATION / FIRM	REGISTRATION		
	Registered / licensed companies / firms / proprietors / partnerships are eligible for participant in this Tendering Process. Wherever "Companies Act 2013" is applicable the Company sharegistered in line with "Companies Act 2013".				
1	Organization / Firm Business Entity		□ Private □ Public S □ Others	oprietorship /	
	Details of Organization / Firm Registration		Registrati	ion Details	
	The details of the registration Docume		ation Docume	ents to be submitted are below:	
	1 Sole Proprietorsh		torship	Trade License / GST registration / Auditor's letter / PAN	
	2 Partnership		hip	Partnership Deed Copy of Extract from Register of Firms showing latest constitution of Firm (Form A /G/any other form as the case may be) , Trade License / GST Certificate and PAN	

	3	Unregistered Partnership	Partnership Deed, Notarized Declaration as to the constitution of Firm signed by all the Partners and Trade License, GST Certificate and PAN		
	4	Private Limited Company	Certificate of Incorporation / Memorandum of Association & Articles of Association		
	5	Public Limited Company	Certificate of Incorporation / Memorandum of Association & Articles of Association		
	6	Public Sector / Govt. org.	Certificate of Incorporation / Memorandum of Association & Articles of Association		
C.2	POWI	ER OF ATTORNEY:			
	The tender documents should be signed by authorized signatory. Authorized signatory shall be the person holding 'power of attorney' on behalf of the firm/company/bidder-concerned authorized/empowered to act on behalf for the specific purpose. BHEL will not be bound by any other Power of Attorney granted or the change in the composition of the firm made, subsequent to the execution of the Contract agreement. They may however recognize such Power of Attorney or change in status after obtaining legal advice and the cost involved in that connection shall be chargeable to the bidder concerned. Documents to be submitted: A self-attested copy of the Power of Attorney, in case an individual/ authorized signatory other than the sole proprietor signs the tender shall be submitted along with the tender.				
C.3	TECHNICAL COMPETENCY				
	Bidder shall have experience of execution of works in any Central / State Govt. / PSU / Figure company / establishment / reputed organization / institution executed after 31st March, 20 per following details:				
C.3.1	SL NO	QUALIFYING PARAMETER	QUALIFYING VALUE		
U.3.1	1	"Services related to Housekeeping and Catering in Guest House / Transit Flat / Service Apartment with minimum 10 rooms"	Single work order with value equal to ₹ 94.63 Lakh or Two Work orders each with value of ₹ 59.14 Lakh or Three Work orders each with value of ₹ 47.31 Lakh.		

Details of Works executed by Bidder	WO/ PO Ref No:: Name of the work: WO /PO Value: WO /PO Contract Period: Name of Customer:
Details of Works executed by Bidder	WO/ PO Ref No:: Name of the work: WO /PO Value: WO /PO Contract Period: Name of Customer:
Details of Works executed by Bidder	WO/ PO Ref No:: Name of the work: WO /PO Value: WO /PO Contract Period: Name of Customer:

	Documents to be submitted by bidder					
	WO / PO / Agreement Copy relevant to above mentioned work:					
	() Enclosed / () Not Enclosed					
	OR					
	Performance /experience Certificate for satisfactory execution of above mentioned work:					
	() Enclosed / () Not Enclosed					
	AND					
	Form 26AS/ TDS certificate / Bank statement for payment received from customer against the above contract:					
	() E	Enclosed / () Not Enclosed				
	Fssai	(Food safety and Standards Autho	ority o	f India) Licen	se / Registration	
C.3.2	Bidde with th	r shall submit valid Fssai License / cen ne bid.	tificat	e as on date of te	chnical bid opening along	
G.5.2	SL NO PARAMETER			QU	QUALIFYING VALUE	
	1 Fssai License / certificate			Valid as on date of Technical bid opening		
	Fssai I	License / certificate issued by competer	nt auth	ority to be enclos	ed.	
C.4	FINANCIAL SOUNDNESS					
	The Average annual turnover for last three consecutive financial year ending on 31st March 2021 (2018-19, 2019-20 and 2020-21) shall be equal to or more than the following:					
C.4.1	SL NO	I FINANCIAI PARAMETER			QUALIFYING VALUE	
	1	Average Annual Turn over		₹ 35.48 lakh.		
C.4.1.1	Details of Annual Turnover of Bidder for last three consecutive financial year ending on 31s March 2021 (2018-19, 2019-20 and 2020-21)			nancial year ending on 31st		
	Details of Annual Turnover for last three consecutive years ending on 31st March 2021 (2018-19, 2019-20 and 2020-21)		F	inancial Year	Annual Turnover (Sales)	
				2018-19	₹Lakh	
C.4.1.2				2019-20	₹Lakh	
				2020-21	₹Lakh	
			Tu	verage Annual rnover of three nsecutive yea₹	₹Lakh	

	Profit and Loss account statement & Balance Sheet for last three consecutive years ending on 31st March 2021 (2018-19, 2019-20 and 2020-21) duly certified by chartered accountant with CA membership number.		Financial year	Please Tick (√) in the appropriate box		
C.4.1.3			2018-19	□ Enclosed / □ Not Enclosed		
5. 5. 5.			2019-20	□ Enclosed / □ Not Enclosed		
			2020-21	\square Enclosed / \square Not Enclosed		
	Income Tax Return Acknowledgment for last		Assessment year	Please Tick (√) in the appropriate box		
C.4.1.4	March	consecutive years ending on 31st 2021 (2018-19, 2019-20 and 2020-	2019-20	☐ Enclosed / ☐ Not Enclosed		
		or assessment years 2019-20, 2020- d 2021-22)	2020-21	\square Enclosed / \square Not Enclosed		
			2021-22	\square Enclosed / \square Not Enclosed		
C.4.1.5	Perma	nent Account Number (PAN)		□ Enclosed /□ Not Enclosed		
C.4.1.6	Goods and Services Tax Registration (GST)			\Box Enclosed / \Box Not Enclosed		
C.4.1.7	Documents to be submitted					
	1. Auditor certificate indicating annual turnover for three consecutive Financial Years ending on 31.03.2021 i.e. FY2018-19, FY 2019-20, FY 2020-21 duly signed by Chartered Accountant registered with Institute of Chartered Accountants of India. The auditors' certificate should bear valid membership number of the Chartered Accountant.			ned by Chartered Accountant		
	Income Tax Return Acknowledgment for last three consecutive years ending on 31st March 2021 (2018-19, 2019-20 and 2020-21)and 2019-20) or assessment years 2019-20, 2020-21 and 2021-22)					
	2. If the company did not exist for 3 financial years, the average turnover will be calculated from the year of existence (not before three years) of the company in the past.					
	 Permanent Account Number (PAN): Bidder should have valid Permanent Account Number (PAN) and Self-Attested copy of PAN Card shall be enclosed. 					
	4. GST registration Number: If the bidder is registered with GST, then the copy of GST certificate shall be enclosed					
	SOLVI	SOLVENCY				
		shall submit Solvency certificate alor	ng with the bidder.			
C.4.2	SL NO	FINANCIAL PARAMETER	QUALIFYING VALUE			
	1 Solvency Certificate			₹ 10 lakh		
	Solvency certificate issued by Nationalized Bank within 6 months from date of issue of Tender notification.					

Duly filled copy of the above along with supporting document to be uploaded in e-procurement portal.

D: Pre- qualification Criteria: Statutory requirements & acceptance to tender terms & conditions

D.1	ACCEPTANCE TO TENDER TERMS AND CONDITIONS				
	The bidder shall unconditionally accept all terms and conditions of tender.				
D.1.1	Details of documents submitted by Bidder				
	Duly filled, Signed and sealed copy of Tender document .	□ Enclosed / □ Not enclosed			
	Duly signed and Sealed copy of "No Deviation Certificate" as per ANNEXURE-A	$\ \square$ Enclosed / $\ \square$ Not enclosed			
	Duly signed and Sealed copy of "Declaration" as per enclosed ANNEXURE-B	$\ \square$ Enclosed / $\ \square$ Not enclosed			
D.2	Applicable GST % against the scope of work	% GST (Vendor to confirm)			
Duly filled copy of the above along with supporting document to be uploaded in e-procurement portal.					

ANNEXURE-IB

PART-I (TECHNO COMMERCIAL BID) SCOPE OF WORK AND TECHNICAL TERMS & CONDITIONS

A. BILL OF QUANTITY

SL NO	DESCRIPTION	UOM	QTY		
A	Payment towards Minimum Wage, PF, ESI and Bonus to workmen engaged for Housekeeping and Catering as per scope of work.				
A.1	Payment towards Wage (Un-Skilled workers) (1 Nos. per day)	Man-day	790		
A.2	Payment towards Wage (Semi Skilled workers) (7 Nos. per day)	Man-day	5530		
A.3	Payment towards Wage (Skilled workers) (2 Nos. per day)	Man-day	1580		
A.4	Payment towards Wage (Highly Skilled workers) (2 Nos. per day)	Man-day	1580		
A.5	Statutory Payment towards PF @ 13% of Basic wage or Maximum wage ceiling of 15000 per month whichever is less to Un skilled Worker	Basic Wage	360,000.00		
A.6	Statutory Payment towards PF @ 13% of Basic wage or Maximum wage ceiling of 15000 per month whichever is less to Semi Skilled Worker	Basic Wage	2,520,000.00		
A.7	Statutory Payment towards PF @ 13% of Basic wage or Maximum wage ceiling of 15000 per month whichever is less to skilled Worker	Basic Wage	720,000.00		
A.8	Statutory Payment towards PF @ 13% of Basic wage or Maximum wage ceiling of 15000 per month whichever is less to Highly Skilled Worker	Basic Wage	720,000.00		
A.9	Statutory Payment towards ESI @ 3.25% of Gross wage for skilled Worker	Gross Wage	493,613.64		
A.10	Statutory Payment towards ESI @ 3.25% of Gross wage for skilled Worker	Gross Wage	3,791,979.10		

A.11	Statutory Payment towards ESI @ 3.25% of Gross wage for skilled Worker	Gross Wage	1,180,552.88
A.12	Statutory Payment towards insurance premium of Gross wage for Highly Skilled Worker plus reliever (Insurance @ ₹ 3600/- per annum for Highly skilled plus reliever)	No.	4
A.13	Statutory Payment towards Bonus@ 8.33% of Basic wage for Un skilled Worker	Gross Wage	493,613.64
A.14	Statutory Payment towards Bonus@ 8.33% of Basic wage for Semi skilled Worker	Gross Wage	3,791,979.10
A.15	Statutory Payment towards Bonus@ 8.33% of Basic wage for skilled Worker	Gross Wage	1,180,552.88
A.16	Washing allowances @₹. 125 /- per month	No.	288
A.17	Supply and issue of 2 set of Uniform (Terricot) for Gents of approved quality and colour including stitching charges (Each set: 2 Pants + 2 Shirts).	Set	12
A.18	Supply and issue of 01 pair of safety shoes of Liberty Warrior make with 2 sets of socks for male contract labours (Each: 01 pair for every 02 years)	Set	12
A.19	Vendors service charge towards supply of manpower for Housekeeping and Catering services as per scope of work	AU	1
В	Supply of Housekeeping consumables for BHEL-EDN Guest	House and '	Fransit Flat
B.1	Wheel Powder	Kg	120.00
B.2	Phenol	Litre.	288.00
B.3	Soap Oil	Litre.	120.00
B.4	Perfume Liquid for floor cleaner	Litre	120.00
B.5	Toilet Roll	Nos	600.00
B.6	Naphthalene Balls	Kg	48.00
B.7	Garbage Bag	Nos	2,400.00

Date: 01.07.2022

B.8	Mop with Stick and Cloth	Nos	120.00
B.9	Soft Brooms	Nos	120.00
B.10	Coconut Brooms	Nos	48.00
B.11	Toilet Cleaning Bruch(Round)	Nos	96.00
B.12	Scrubber for Cleaning Bathroom	Nos	384.00
B.13	Bathroom Tiles Cleaning Brush(Big)	Nos	72.00
B.14	Harpic (Toilet Cleaner 500 ml)	Nos	240.00
B.15	Colin(Glass Cleaner 500 ml)	Nos	120.00
B.16	Mop Stick Wiper	Nos	120.00
B.17	Odonil(Air Freshner)	Nos	360.00
B.18	Dettol Hand Wash	litre	120.00
B.19	Mopping Cloth	Nos	336.00
B.20	Good night(Mosquito Repellent) Machine with Liquid	Nos	360.00
B.21	Room Freshener	Nos	48.00
С	Supply of Guest House amenities for BHEL-EDN Guest House	se and Tran	sit Flat
C.1	Tooth Paste 40 gm	Nos	4,800.00
C.2	Tooth Brush	Nos	4,800.00
C.3	Coconut Oil Sachets 2.25 ml	Nos	6,000.00
C.4	Bath Soap 43 gms	Nos	6,000.00
C.5	Shampoo Sachets 6 ml	Nos	6,000.00
C.6	Hair Comb	Nos	240.00
C.7	Talcum Powder 25 gm.	Nos	240.00

C.8	Tongue Cleaner	Nos	240.00		
C.9	Razor(Disposable)	Nos	240.00		
C.10	Shaving Cream	Nos	240.00		
C.11	Bath Soap-Regular	Nos	240.00		
C.12	Shampoo Bottle 72 ml	Nos	240.00		
C.13	Coconut Oil Bottle 25 ml	Nos	240.00		
C.14	Cold Cream- 6 gms	Nos	240.00		
C.15	Shoe Shiner	Nos	240.00		
C.16	Shaving Foam 50 gms	Nos	192.00		
C.17	Body Lotion 20 ml Nos 192		192.00		
D	House Linen Laundry for BHEL-EDN Guest House and Transit Flat				
D.1	Bed Sheet-Double	Nos	2,640.00		
D.2	Bed Sheet-Single	Nos	4,320.00		
D.3	Bath Towel- Big	Nos	3,840.00		
D.4	Hand Towel	Nos	3,600.00		
D.5	Pillow Cover	NI	4 220 00		
1	I mow cover	Nos	4,320.00		
D.6	Blankets	Nos	240.00		
D.6	Blankets	Nos	240.00		
D.6 D.7	Blankets Bath Mats	Nos Nos	240.00 288.00		
D.6 D.7 D.8	Blankets Bath Mats Bath Towel- Small	Nos Nos Nos	240.00 288.00 240.00		

E	Catering services for BHEL-EDN Guest House and Transit F	lat	
E.1	Breakfast including Coffee/Tea/Milk	Nos	7,200.00
E.2	Lunch/Dinner-Veg Meals-Per Head(Un-limited)	Nos	7,728.00
E.3	Fresh Filter Coffee/Pred Tea /Milk (180 ml (PS: For Tea, Tetley or Brooke Bond or Taj brand Tea bags to be used. In case of Coffee, fresh filter coffee to be served.)	Nos	7,440.00
E.4	Fresh Fruit Juice(250 ml)	Nos	360.00
E.5	Cornflakes with milk & Sugar	Nos	240.00
E.6	Wheat Bread toast with Jam & Butter (4 Slices)	Nos	720.00
E.7	Vegetable sandwich (4 Slices)	Nos	1,440.00
E.8	2 Egg omelets / scrambled egg with two pieces of brown bread	Nos	3,120.00
E.9	Mineral water (reputed brand like Bisleri, Kinley, Aquafina, Kingfisher) 1 Litre	Nos	360.00
E.10	Mineral Water (reputed brand like Bisleri, Kinley, Aquafina, Kingfisher) 1/2 litre	Nos	720.00
E.11	Medium size idly, Sāmbhar, chutney	Nos	3,360.00
E.12	Medium size Vada, Sāmbhar chutney	Nos	2,640.00
E.13	Masala Dosa/Uthappam (02 no's)	Nos	2,880.00
E.14	Poori Sagoo	Nos	480.00
E.15	Any Vegetable soup	Nos	480.00
E.16	Chapatti/Tandoor Roti/Poori	Nos	1,920.00
E.17	Vegetable Curry	Nos	240.00
E.18	Vegetable Salad (tomato, cucumber, onion, lemon etc.)	Nos	480.00
E.19	Vegetable Noodles	Nos	360.00

E.20	Vegetable Fried Rice / Pulav/Jeera Rice/Bisibele Bath /Pongal etc.	Nos	360.00
E.21	Plain Rice	Nos	240.00
E.22	Curd Rice -one plate	Nos	360.00
E.23	Vegetable bajji/vegetable cutlet/bread pakoda with tomato chutney	Nos	960.00
E.24	Onion Pakoda	Nos	480.00
E.25	Upma/shavige bath with Coconut Chutney	Nos	1,440.00
E.26	Egg Curry(02 eggs)	Nos	240.00
E.27	Egg Fried Rice/biryani	Nos	240.00
E.28	Jamoon/Carrot Halwa/Payasam(02 medium size jamoons/150 gms)	Nos	240.00
E.29	Ice Cream (of approved brand like Arun, Kwality)	Nos	240.00
E.30	Fresh Lime Juice with Salt /Sugar	Nos	480.00
E.31	Cut Fruit (Mixed)	Nos	480.00
E.32	Fresh milk Nandini/Dodla (PER Glass)	Nos	360.00
E.33	BUFFET LUNCH-(25 TO 50 PERSONS) 02 EVENTS	Nos	2.00
E.34	BUFFET Lunch- (51 TO 100 PERSONS) 01 EVENTS	Nos	1.00

B. SCOPE OF WORK, CONTRACT PERIOD AND TERMS & CONDITIONS OF CONTRACT

B, 1: LOCATION AND DETAILS OF THE BHEL-ELECTRONICS DIVISION GUEST HOUSE

SL.NO	PROPERTY	ADDRESS & LOCATION	ROOM TYPE	NUMBER OF ROOMS
		BHEL-EDN TOWNSHIP	GENERAL ROOMS (A/C)	23 ROOMS
1	1 GUEST HOUSE ATTIGUPPE,VIJAYNAGAR, BENGALURU-560040	VVIP-SUITES (A/C)	4 ROOMS	
	Phone: 080-23005900		BASEMENT	3 ROOMS

			GROUND FLOOR	10 ROOMS
			FIRST FLOOR	10 ROOMS & 4 VVIP-SUITES
		E-2, BHEL-EDN TOWNSHIP	General Rooms (A/c)	3 ROOM
2 TRANSIT FLAT	TDANCIT ELAT	ATTIGUPPE, VIJAYNAGAR, BENGALURU-560040	VIP Room (A/c)	1 ROOM
	Phone: 080-23218698	Ground Floor	3 ROOM	
			First Floor	1 ROOM

B.1.1: Details of Guest House and Transit Flat

GUEST HOUSE DETAILS			
Number of beds	39 beds (Guest Rooms)		
Oining halls One General & One VVIP Hal			
Waiting Hall for VVIPs	One		
Kitchen	One		
Office Room One			
Reception			
Lounge Area One			
Pantry Room in Ground Floor One			
Store Rooms Three			
Servant Room Four			
Toilets	Four		
Laundry Area One			
Gas Cylinder Room One			
Electrical Panel Room One			

TRANSIT FLAT DETAILS		
Number of beds	7 Beds (Guest Rooms)	
Dining halls	One	
Kitchen	One	
STORE ROOM	One	

The minimum manpower to be provided on all days including Sundays and holidays are as follows:

Sl.No	Designation	GUEST HOUSE	TRANSIT FLAT
01	Supervisor(HSW)	1	-
02	Receptionist(SW)	1	-
03	Cooks(HSW)	1	-
04	Asst. Cook(SW)	1	-
05	Servant(UW)	1	-
06	House Keeping Boys/(SSW)	3	1
07	Waiters(SSW)	2	1
	Total	10	2

BHEL at its discretion can reduce or increase the minimum number of manpower required as per operational requirements.

B.2: SCOPE OF WORK:

1. RECEPTION-CUM-FRONT OFFICE

a. To attend to phone calls, receiving messages, interacting with Guests and BHEL Officers, co-ordinate room allocation, bookings, check-in and check-out of guests, collect charges through POS machine/obtain signatures of guests as required, maintain proper accounting and submit the same periodically to BHEL Officials.

2. CATERING

- a. To render all services relating to Food and Beverages. at high standards
- b. To render additional catering services as may be required by BHEL at company's premises.

3. HOUSEKEEPING

To render all housekeeping services including maintenance of rooms, dining halls, kitchen, office rooms, reception area, toilets and all other areas in the guest house which may not be specified here, at high standards.

4. LAUNDRY

- a. To render all laundry services at high standards for guest house Linen items.
- b. To render all laundry services at high standards for guests.

5. GENERAL ADMINISTRATION

- a. To ensure the entire operations of the Guest House & Transit Flat and coordinate with respective departments of BHEL for smooth running of the guesthouse.
- b. To maintain records as required by BHEL.

- c. To ensure the safety of Guest House & Transit Flat, properties belonging to the Guest House & Transit Flat and maintain total vigil on the movement of people in the guest house.
- d. To ensure timely action in emergencies including operation of fire fighting systems, administering first aid etc. in Guest House & Transit Flat.
- e. To ensure that the DG set switches on automatically in the event of power failure

1. FRONT OFFICE

- 1.1 When the guest checks-in, the Contractor/Contractor's staff shall immediately
- 1.1.1 Attend to him, receive him, and allot the room specified by the designated officer of BHEL in his name. BHEL will reserve the rooms and intimate the Contractor through designated officer. The contractor shall neither allot rooms on his own nor disclose information relating to availability status to the guests or any person other than the authorized BHEL official for any reason.
- 1.1.2 Verify the identity of the guest and get the guest's name including accompanying family members entered in the Guest Register provided by BHEL.
- 1.1.3 Accompany the guest to his room by carrying his baggage to his room, leave him in the room, look for his comforts, keep fresh water, etc.
- 1.1.4 Offer the guest tea/coffee/food etc. as required by him, according to the time.
- 1.1.5 At the time of check-out, prepare separate bills for boarding and lodging and get the same signed by the concerned guests.
- 1.1.6 In case of employees on official duty, the Contractor shall take charges from the guests towards catering only and obtain signature of the guests on bill towards lodging. In case of employees and other guests on personal duty, entire expenditure towards Catering and Lodging shall be collected, as per the framework agreement/protocol norm of BHEL. Receipts towards charges taken against Room Rent will be deposited with BHEL Officials stationed at the Guest House, with proper documentation.
- 1.1.7 In case of Company's guests, the Contractor shall raise bill for boarding part alone and get the same signed by the guest and claim it for reimbursement from BHEL along with other bills to be submitted by the Contractor once in a month.
- 1.1.8 At the time of check-out, the Contractor shall ensure that the room occupied by the guest is in order with respect to assets of the Company. A quick check to be carried out before the guest leaves the guest house.
- 1.1.9 At the time of guest moving out of the guest house or Transit Flat, checking out, key should be collected.
- 1.1.10 Carry the guest's baggage from the room to the vehicle.
- 1.1.11 To ensure that the guest has not left behind in the room any of his belongings, and if any such belongings are found, to immediately inform BHEL officials for sending the same to the guest.
- 1.1.12 The Contractor's boys shall not seek any tips or favour from the guests for the services rendered.

1.1.13 During stay, the guest's miscellaneous needs like laundry, medical etc., to be attended to. The charges for these services may be collected from the guest on actual basis, providing relevant bills. In cases where these services are to be rendered at Company's cost, the same will be intimated to the Contractor by the BHEL officials. However, the Contractor's Labourers should not extend any of such services like Cigarettes, Liquor or Non-Vegetarian Food to guests, these are not allowed inside the Guest House and Transit Flat.

1.1.14 To order for newspapers and magazines as advised by BHEL, coordinating with the newspaper agents, and paying for the bills at the end of the month. This will be reimbursed by BHEL along with the Contractor's bill, to be submitted with relevant suppliers' bills.

2. CATERING

2.1 The Contractor shall provide the following services:

- 2.1.1 Preparation of Tea and Coffee, Breakfast, Lunch, Snacks, Dinner etc., as per the menu given separately in the Price Bid Format.
- 2.1.2 The menu may be altered for specific guests / special occasions / programmes as desired by BHEL, within the overall scope of the menu. For any extra item, not covered in the Annexure I the Contractor may charge additionally on mutually agreed rates.
- 2.1.3 The Contractor shall take orders beforehand from the staying guests regarding their food requirements. The BHEL officials at the Guest House may also place separate orders on the Contractor for any official programmes/special occasions/food for company guests at factory premises
- 2.1.4 The Contractor shall take care to provide healthy food to the guests as per the standard menu prescribed by BHEL. In exceptional cases, he may have to prepare food as specified by the guests on medical grounds.
- 2.2 The Contractor shall be responsible for procurement of raw materials and ingredients. First quality raw materials and ingredients shall be used in the preparation of food and beverages. Fresh vegetables and milk, standard beverages shall be used. The quality of the materials should be satisfactory to the officials of BHEL who may carry out random inspection.
- 2.3 The Contractor shall store sufficient quantity of high-quality ingredients in the available place in the guesthouse to ensure preparation of food items in time. The Contractor at his own risk shall make the procurement and storage.
- 2.4 The timings for regular services like Breakfast, Lunch and Dinner shall be as informed by the Company. Coffee/Tea, evening snacks shall be served to guests as requested by them. If guests checking-in at odd hours request for food, all possible support should be extended in this regard.
- 2.5 Every food preparation shall be used for the specific service and the left-over food shall not be served during the next meal service.
- 2.6 The Contractor shall be responsible for service of food and beverages in the Dining room. Morning Tea/Coffee will be served in respective rooms for all the guests. Room Service shall be provided to VVIPs on request and other guests in case they are not able to reach Dining Hall due to medical reasons.
- 2.7 The contractor shall suitably display the Food menu with rates in all rooms & dining area.

- 2.8 The Contractor shall provide efficient and prompt service to all guests.
- 2.9 The food preparation is to be done in a strict hygienic environment without any compromise. The staff on duty shall be in good health and hygiene as well as wear washed & pressed uniforms.
- 2.10 The Contractor should ensure total cleanliness and regular cleaning of facilities in the kitchen
- 2.11 The Contractor shall perform the Service to the satisfaction of the Company officials. If any shortcoming is found then on instruction from Company officials, the Contractor shall rectify the shortcoming immediately.
- 2.12 The Contractor shall ensure that he appoints well qualified & experienced cooks in all types of food preparation.
- 2.13 On special occasions at guesthouse or in any of the company-chosen place, the Contractor shall be ready to undertake food arrangements as per the framework agreement. If he is asked to make any arrangement not covered in the contract, payment will be made on production of bills/self-certification.
- 2.14 In case the contractor is asked to make any extra arrangement like Fruits, Flowers, Snacks, food items etc., from outside during any event or visits of VVIPs, the actual reimbursement will be made towards such arrangements, on production of relevant bills, wherever possible. Wherever it is not possible to produce the source bills, the contractor will claim the amount on self-certification basis to be endorsed by the officials of BHEL. Besides reimbursing the actual cost of such arrangements, BHEL will also reimburse the transportation cost to the contractor in connection with such arrangements. Reimbursement of transportation cost will be normally limited to Auto Fare. Apart from this, BHEL will also reimburse such expenses incurred to overcome emergencies requiring the services of electricians, plumbers, doctors etc and cost of material, if any, in the interest of the smooth operations of the Guest House & Transit Flat and keeping in mind the interests of the guests. In such cases also, expenditure will be reimbursed as explained above."
- 2.15 The Contractor may make use of the kitchen equipment, crockery and cutlery, etc. available with BHEL. The Contractor is free to use any of the available facility for the purpose of the services included in this contract in guest house and transit flat. For any additional requirement, the Contractor may bring his own equipment.
 - 2.16 Routine cleaning and proper handling of kitchen equipment required for food production will be the contractor's responsibility.
 - 2.17 All cooking fuel costs will be borne by the contractor. The contractor shall coordinate the booking & procurement of gas cylinders in time so as to ensure continuous availability of sufficient fuel for guest house operation.

3. HOUSE KEEPING

- 3.1 The Contractor shall provide House Keeping Services for all the rooms available in the guest house & transit flat and other areas like lounge, dining halls etc., of which a detailed list is provided separately.
- 3.2 The Contractor will procure all the materials required for guest amenities. This includes tooth brush, tooth paste, soap, shampoo, coconut oil sachet in all general rooms and soaps, shampoo sachets, toothbrush,

toothpaste, comb, disposable razor, shaving foam, body lotion, coconut oil, shower cap, face powder, shoe wax etc. to be kept in all the VVIP rooms. All these items should be from amongst popular brands like Colgate/Close-Up/Pepsodent/Gillette/ Lux/ Cinthol/ Rexona / Hamam /AllClear/Sunsilk/Head and Shoulder/Parachute/Ponds.

- 3.3 The Contractor shall arrange to keep one English Newspaper i.e. Times of India/Deccan Herald/The Hindu/The New Indian Express in all the rooms and Times of India or Deccan Herald, Economic Times, India Today and Business Today in all VVIP Rooms. In addition, one copy each of Times of India/The Hindu or Deccan Herald, Prajavani/Vijaya Karnataka, Rajasthan Patrika, India Today and Business Today are to be kept in the Reception Area. Except the Reception Area for which newspapers will be procured on daily basis, procurement of newspapers for guest rooms are occupancy-based and not on regular basis. Also, type of newspaper to be procured for guest rooms will vary from time to time depending on the printed rate of the newspapers, considering which the contractor shall procure the cheapest priced newspaper from the above listed newspape₹ Expenditure towards the same will be borne by the Contractor and claimed from BHEL in his monthly bill.
- 3.4 All the rooms shall be kept neat and tidy always to enable BHEL to allocate the rooms at any time.
- 3.5 Linen like towels, bed spreads, bed sheets should be changed every day in the guest rooms.
- 3.6 The Contractor shall be responsible for making the beds and clean all rooms daily. All rooms, bath rooms and toilets are to be cleaned with high quality disinfectants. Ceilings, ceiling fans, windows, glasses and furniture to be cleaned once in seven days. All the necessary housekeeping materials for the performance of services shall be procured by the Contractor periodically and claimed from BHEL as per the framework agreement.
- 3.7 Room fresheners and deodorants facilities to be made available in all the rooms, toilets, lounges and all common toilets. They may be replenished immediately whenever required.
- 3.8 The contractor shall maintain high standards of cleanliness and hygiene throughout the guesthouse & Transit Flat.
- 3.9 The Contractor's men shall take care of miscellaneous requirements like replacement of batteries for clocks, remote units of TVs and ACs etc. provided in the guesthouse rooms and other places. Reimbursement towards the same may be claimed from BHEL.
- 3.10 Rooms shall be regularly checked for bed, hand towel, bath towel, soap, shampoo, water, functioning of TV, refrigerators, ACs, geysers and bath room fittings, bulbs etc. and maintain regular reports.
- 3.11 The Contractor shall ensure the proper functioning of all systems in the guest house such as electrical, electronics, sanitary and water supply. Should there be any requirement of attending to emergency problems which are minor in nature, he shall arrange to call the qualified person in the respective field and get the problem solved. Expenditure, if any, towards the same may be claimed in his monthly bills.

4. LAUNDRY

4.1 The Contractor shall take all required steps to ensure efficient and timely laundry services for the guesthouse and Transit Flat.

4.2 Bed linen, towels and pillow covers should be regularly washed and kept in clean condition for use. Washing of table clothes, curtains, blankets etc., are to be carried out based on needs. Payment towards the same will be made as per the framework agreement

4.3 The contractor shall charge from the guests for washing and pressing of guest's clothes and collect money from the guests directly. In exceptional cases, on specific instructions from BHEL officials, the Contractor may claim expenditure incurred for washing the clothes of VVIPs.

6. GENERAL ADMINISTRATION

- 6.1 Guest Occupancy Register provided by BHEL shall be kept safely. As soon as the guest enters the guest house necessary entries shall be obtained.
- 6.2 An attendance register shall be maintained for the attendance of the staff.
- 6.3 Daily boarding charts shall be maintained without overwriting for the provision of food to the guests.
- 6.4 Both, room rent and boarding bill books shall be maintained as required under this contract.
- 6.5 An Asset Register shall be maintained by the Contractor to ensure the safe custody of company's properties. This shall be subjected to periodical verification by the concerned authorities of the Company. Hence, the Contractor shall assume full responsibility for maintaining all movable properties of BHEL located inside the Guest House & Transit Flat. In case of any shortage, damage etc., the Contractor shall be fully liable for replacement of the same at his cost.
- 6.6 The Contractor shall get the feedback form filled from all guests without fail.
- 6.7 Statements of food provided, bills received and submitted, etc., shall be maintained by the Contractor.
- 6.8 The Contractor shall perform all catering and housekeeping work 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 own procedures and instructions. The Contractor shall perform the Service to the satisfaction of the Company and if any shortcoming is found, then on instruction the Contractor shall rectify the shortcoming immediately.

F.RAW MATERIAL STANDARDS

The Contractor must ensure that high quality ingredients and variety of quality vegetables are always procured for preparation of eatables. For all food preparation, refined oil with **Agmark** is to be used. As far as possible for all other preparations Agmark or any other standard products are to be used. The company's authorized official has the right to test the quality of food, reject any ingredient that may be found to be substandard. All raw materials used should be free from adulteration or any foreign material. The contractor should also ensure that the used edible oil is not re-used for any other cooking purpose. Periodical inspection of ingredients should be carried out and any item with lapsed expiry date should be thrown out.

G.HYGIENE STANDARDS

The Contractor must ensure the health and hygiene of the workers employed by him and ensures periodical medical check-ups as per the norms of the Factories Act 1948 and OHSAS norms.

H.FACILITY PROVIDED BY BHEL BROADLY INCLUDE

Modular self-contained Kitchen with all necessary facilities like Gas Stoves, LPG Cylinders, Grinder, Idli Maker, Dosa Maker, Tandoor, Refrigerators, Microwave ovens etc.

- 1. Crockery and cutlery
- 2. Furniture in rooms, dining halls, lounges, office rooms, etc.
- 3. Appliances like TV, ACs, and Geysers etc.
- 4. Water & Electricity
- 5. Linen.

All the available capital equipment will be provided in "as-is", "where-is" condition. If any specific additional requirement for such equipment is raised from the Contractor's side, BHEL will decide on a case-to-case basis. The crockery and cutlery available in Guest House and Transit Flat shall be replenished once in a year against breakages/wear and tear in the normal use. The contractor shall be responsible for damage/breakdown of cookers and other kitchen appliances etc., within the first year of procurement.

Liability towards any loss, theft, damage or breakage of the items entrusted to the Contractor shall be borne by the Contractor.

Since BHEL has equipped the guest house with heavy duty grinders, the contractor shall not use the mixer-grinder for preparing Idli / Dosa batters Mixer-grinder should be used only for small quantities of grinding. Similarly, the Contractor should regularly use the gas-connected Idli-Maker and Dosa Maker.

The Contractor will have full responsibility of proper upkeep, maintenance and custody of the equipment's/vessels etc., handed over to him by the company.

All the items supplied by the company at its expense for the purpose of running Guest House & Transit Flat will be company's property for all intents and purposes and the contractor shall have no right or claim on the same.

The losses due to breakage / theft / damage or loss of any such materials / equipment / fixtures / furniture or damage due to poor and reckless handling shall be recovered from the Contractor as per BHEL rules. In regard to natural wear and tear of any such item, the decision of the company shall be final and binding on the Contractor. Damages/breakages in crockeries due to natural causes may be leniently viewed by BHEL. However, the contractor shall maintain records for all such damages/breakages.

BHEL may consider of providing accommodation for duty personnel of contractor's labourers.

J. PERSONNEL

1. The Successful contractor shall make all appropriate arrangements for smooth running of Guest House & Transit Flat operations. Hence, he should post a team of personnel under the leadership of one well experienced Supervisor, who will be reporting to BHEL official in the Guest House.

2. The Contractor shall maintain Qualified/Trained competent Personnel on the job to ensure smooth operation of the services as set forth in the Scope of Work and Services. This will include but not limited to:

- a. All labour necessary to prepare and serve all meals of different cuisines including continental and to maintain the guesthouse & Transit Flat rooms etc., in total cleanliness and hygiene condition, and
- b. All clerical, supervisory and management personnel necessary for catering and allied operations.
- 3. The Contractor shall always maintain the minimum number of personnel as detailed above. However, during any major event or visit of dignitaries, additional manpower as may be required to meet the work load, will have to be provided at no extra cost.
- 4. If, at any stage during the contract period, BHEL observes that any or all the personnel engaged by the contractor are not capable of carrying out the Catering & House Keeping Services in the Guest House & Transit Flat according to professional standards, the contractor shall immediately replace such personnel with suitable ones. In case of contractors, failure to do so, BHEL will take steps, as it may deem necessary including termination of the contract, in the overall interests of Guest House & Transit Flat Operation.

B.2: TERMS AND CONDITIONS OF CONTRACT

B.2.1: SAFETY CODE

RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF SAFETY OF MEN, EQUIPMENT, MATERIAL AND **ENVIRONMENT**

- 1. Before commencing the work, contractor submit a "SAFETY PLAN" to the authorized BHEL Official. The 'SAFETY PLAN' shall indicate in detail the measure that would be taken by the contractor to ensure safety of men, equipment, material and environment during execution of the work. The plan shall take care to satisfy all requirements specified hereunder. The contractor shall submit Safety Plan along with his offer. During negotiations before placing of work order and during execution of the contract BHEL shall have right to review and suggest modification in the Safety Plan. Contractor shall abide by BHEL decision in this respect.
- 2. The contractor shall take all necessary safety precautions and arrange for appropriate appliances as per direction of BHEL or its authorized officials to prevent loss of human lives, injuries to personnel engaged, and damage to property and environment.
- 3. The contractor shall provide to its work force and ensure the use of the following personal protective equipment as found necessary and as directed by the authorized BHEL officials:
 - (i)Safety Helmets conforming to IS-2925: 1984.
 - (ii) Safety Belts conforming to IS-3521: 1983.
 - (iii) Safety Shoes conforming to IS-1989: 1978
 - (iv) Eye and Face protection devices conforming to IS 8520: 1977 and IS-8940: 1978 (v) Hand and body protection devices conforming to:

IS-6994: 1973

IS-2573: 1975

IS-8807: 1978 IS-8519: 1977

All tools, tackles, lifting appliances, material handling equipment scaffolds, cradles, safety nets, ladders, equipment's etc. used by the contractor shall be of safe design and construction. These shall be tested and certificate of fitness obtained before putting them to use and from time to time as instructed by authorized BHEL official who shall have the right to ban the use of any item.

All electrical equipment's, connections and wiring for constructions power, its distribution and use shall conform to the requirement of the Indian Electricity Act and Rules. Only electricians licensed by the appropriate statutory authority shall be employed by the contractor to carry out all types of electrical works. All electrical appliances including portable electric tools used by the contractor shall have safe plugging system to source of power and be appropriately earthed. The contractor shall not use any hand lamp energized by electric power with supply voltage of more than 24 volts. For work in confined space lighting shall be arranged with power sources of not more than 24 volts.

The Contractor shall adopt all fire safety measures as laid down in the "Code for fire Safety at Construction Sites" issued by the Safety Department of the Construction Management (HQ) of BHEL and as per directions of the authorized BHEL official. A copy of the above referred "Code of Fire Safety at the Construction Sites" shall be made available by BHEL to the contractor for reference, on demand by the contractor, during tendering stage itself.

Where it becomes necessary to provide and/or store petroleum Products, explosives, chemicals and liquid or gaseous fuel or any other substance that may cause fire or explosion, the contractor shall be responsible for carrying out such provisions and/or storage in accordance with the rules and regulations laid down in the relevant government acts, such as Petroleum Act, Explosives Act, Petroleum and Carbides of Calcium Manual of the Chief Controller of Explosives, Govt. of India. etc., prior approval to the authorized BHEL official at the site shall also be taken by the contractor in all such matte₹

The contractor shall arrange at his cost (wherever not specified) appropriate illumination at all work spots for safe working when natural daylight may not be adequate for clear visibility.

The contractor shall be held responsible for any violation of statutory regulations local, state or central and BHEL instructions, that may endanger safety of men, equipment, material and environment in his scope of work or another contractor's or agencies. Cost of damages if any, to life and property arising out of such violation of statutory regulations and BHEL instructions shall be borne by the contractor.

In case of a fatal or disabling injury accident to any person at construction sites due to the lapses by the contractor, the victim and/or his/her dependents shall be compensated by the contractor as per statutory requirements. However, if considered necessary, BHEL shall have the right to impose appropriate financial penalty on the contractor and recover the same from payments due to the contractor for suitably compensating the victim and/or his/her dependents. Before imposing any such penalty, appropriate enquiry shall be held by BHEL giving opportunity to the contractor to present his case.

In case of any damage to property by the contractor, BHEL shall have the right to recover cost of such damages from payments from payments due to the contractor after holding an appropriate enquiry.

In case of any delay in the completion of a work due to mishaps attributable to lapses buy the contractor, BHEL shall have to recover cost of such delay from payments due to the contractor, after notifying suitably and giving him opportunity to present his case.

If the contractor fails to improve the standards of safety in its operation to the satisfaction of BHEL after being given a reasonable opportunity to do so; and/or if the contractor fails to take appropriate safety precautions or to provide necessary safety devices and equipment or to carry out instructions regarding safety issued by the authorized BHEL official, BHEL shall have the right to take corrective steps at the risk and cost of the contractor after giving a notice of not less than seven days indicating the steps that would be taken by BHEL.

The contractor shall submit report of all accidents, fires and property damage, dangerous occurrence to the authorized BHEL official immediately after such occurrence, but in any case not later than twelve hours of the occurrence. Such reports shall be furnished in the manner prescribed by BHEL. In addition, the contractor to the authorized BHEL official shall also submit periodic reports on safety from time to time as prescribed.

Before commencing the work, the contractor shall appoint/nominate a responsible officer to supervise implementation of all safety measures and liaison with his counterpart of BHEL.

If safety record of the contractor in execution of the awarded work is to the satisfaction of Safety Department of BHEL, issue of an appropriate certificate to recognize the safety performance of the contractor may be considered by BHEL after completion the work.

B.2.2: HEALTH, SAFETY & ENVIRONMENTAL POLICY

The Management is committed to be an environmentally sound company in its activities, products, services and to provide safe and healthy working environment covering its employees, products & services as an integral part of business performance through:

- Compliance with applicable Legislation and Regulation
- Setting objectives and targets to eliminate/control/minimize environmental pollution, risks due to Occupational Health and Safety Hazards.
- Promotion of activities for conservation of resources by environmental management with focus on oil, electrical energy and chemicals.
- Enhancement of Environmental, Safety and Occupational Health awareness amongst employees, customers, suppliers, contractors by proactive communication.
- Regular evaluation and pro-active measures for prevention & control of environmental pollution/accidents/occupational diseases.
- Appropriate training of employees and interested parties on Health, Safety & Environmental (HSE)
 aspects.
- · Formulation and maintenance of HSE Management Programs for continual improvement.
- Periodic review & audit of HSE Management System to ensure its continuing suitability, adequacy and effectiveness
- Communication of HSE Policy to all employees and interested parties.

• Co-operation with concerned agencies/regulatory bodies engaged in HSE activities.

B.2.3: CONTRACTOR'S OBLIGATIONS

Contractor shall deploy the required nos. of workmen for execution of the work awarded to him and he or his authorized representative will be solely entitled to instruct such workers about the manner in which the awarded work is to be carried out as per the prescribed specifications and as directed by Engineer-in-charge. The contractor shall be fully responsible for the work awarded to him and fulfil following obligations.

Contractor shall depute his workmen as per the details given in scope of work. The work shall be executed as per work instructions and to the satisfaction of Engineer-in-charge.

Contractor shall ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal records. Such employees should possess requisite skill, proficiency, experience etc. to carry out the work.

Contractor shall maintain appropriate records of his employees deployed to carry out the work.

"The contractor shall issue Employment Card in Form No.XIV to each Worker engaged by him within 3 days of the employment of the Worker as prescribed under Rule No.76 of the Contract Labour (Regulation & Abolition) Central Rules, 1971. The Card shall be maintained up-to-date and any change in the particulars shall be entered therein".

Contractor shall provide employment card/identity card with photograph duly verified and attested by the contractor to his employees deployed to execute the work. Contractor shall also indicate the name of the proprietary/partnership firm/company, place of work, contact number and duration of validity of the card etc. in such identity card.

Contractor will be fully responsible for the good conduct of his employees deployed to execute the work. In case of any misconduct/misbehaviour by any employee, the contractor will replace such employee(s) immediately.

Contractor will ensure that the work is executed through his employees on his rolls only and under no circumstances the contractor will deploy any casual employees to carry out the work; nor shall sub-contract the work without prior written permission from BHEL.

Contractor will keep watch on his employees and he will be liable for any pilferage /loss to BHEL due to Acts of omission and commission by his employees. Similarly, for any compensation to outsiders and his employees on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with contractor.

The contractor shall be responsible for enforcing all safety regulations as applicable inside the factory, while undertaking the work tendered. Notwithstanding that BHEL may provide consumables, cleaning and material handling equipment etc. wherever required, the contractor shall be responsible for issue and wearing of the safety equipment's/gadgets.

The contractor has to provide his workmen uniform distinct different from BHEL employees, mandatorily after commencement of contract. The uniform should have logo of the contractor's firm/company. The uniform shall be always ensured to be in neat, tidy and wearable condition.

In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees and his equipment, if any from the establishment of BHEL.

Contractor shall take necessary insurance policy for his workmen to cover workmen's compensation and accidental cover as may be applicable. Provided if the contractor has or proposes to obtain ESI registration prior to the commencement of the contract, this insurance policy will not be insisted upon.

BHEL will provide materials for repairs and maintenance wherever applicable and agreeable. However, it will be the responsibility of the contractor to inform concerned Engineer-in-charge to ensure the materials/equipment for assigned jobs.

The age of the contract workers deployed at BHEL EDN should be between 18 to 60 years.

The contractor shall maintain regular contact with the designated Engineer-in-charge of BHEL and will interact on matters relating to the work awarded under this contract.

In case the contractor does not carry out the contractual / statutory obligations or the services rendered by him are found to be unsatisfactory, BHEL shall bring the same to his notice and he will be obliged to discharge the obligations and rectify the deficiency / anomaly within a month's time and in continuation of such deficiencies/ failure to compliances limited to a maximum of 03 such notices from BHEL, failing which BHEL reserves the right to terminate the contract without assigning any reason what so ever. In such an event, no damages will be payable for short closure of the contract and the contractor shall be liable to pay BHEL for any loss or hardships it may suffer, such termination shall be for the contractor's default and any money including deposits or bills available with BHEL will be forfeited and any further claim on the contractor may be made by BHEL for recovery of any loss.

The decision of BHEL regarding interpretation of any terms and conditions set forth in this agreement shall be final and binding on the contractor.

Notwithstanding anything contained in this tender document, the contract may be terminated by BHEL without assigning any reason thereof by giving a notice of 30 days to the contractor.

"Payment of Gratuity under The Payment of Gratuity Act, 1972 and Retrenchment Compensation under The Industrial Disputes Act, 1947, wherever applicable, shall be the sole responsibility of the Contractor".

C.CONTRACT PERIOD AND PLACE OF WORK:

C.1: Mobilization period:

The work shall start within seven days of issue of LOA or as indicated in LOA whichever is earlier.

C.2: Contract Period:

Twenty four months from the date of award of contract.

BHEL-EDN may extend the contract by 3 months at same Rate and Terms and Conditions based on mutual consent.

C.3: Place of Work:

The work shall be carried out at BHEL-EDN, Guest House and Transit Flat at BHEL-EDN Township, Atiguppe, Bangalore

D.PAYMENT TERMS

- 1. Payment will be made after completion of work on pro-rata basis based on actual Services provided as per BOQ after acceptance and certification of Area in charge (BHEL Executive). Payment shall be made within 30 days of submission of bill complete in all respect.
- 2. The Contractor shall submit the bill within a week after the end of each month / after completion of work in triplicate copies detailing the various items of work done during the month supported by the requisitions issued from time to time along with any other relevant document which is required from time to time as per BHEL requirement.
- 3. The Contractor shall, once in every month, submit to the respective area HOD separately details of their claims for the work done by them up to and including the previous. He should in addition furnish a clear certificate to the effect that the claims submitted by him as aforesaid cover all his claims and that no further claims shall be raised by him in respect of the work done up to and including the period under report. Payment will be at the sole discretion of BHEL.
- 4. The proof of execution of work should be submitted along with each bill (printed form with covering letter and proof for execution of work.
- 5. If the Contractor is not registered for any statutory obligation and not liable thereto, then a declaration shall be submitted along with offer that they are within the threshold limit.
- 6. No advance will be paid for operational or any other expenses.
- 7. Goods and Services tax will be payable extra by BHEL at prevailing rates and corresponding TDS will be made as per Government norms.
- 8. All payments to be made to the Contractor shall be done only through NEFT (National Electronic Fund Transfer / RTGS (Real Time Gross Settlement). No other forms or mode of payment is made by BHEL If there is any delay in making payment, no interest will be paid.

E. PRICE VARIATION CLAUSE:

- E.1: The minimum wage, PF, ESI and Bonus for Unskilled worker, Semi-skilled Worker, Skilled worker and Highly Skilled worker shall be revised as per Govt. notification on actual basis.
- E.2: The Service Charge and rates for washing allowance, Uniform, Shoes and food items will not change.
- E.3: The service charge will not be applicable on additional amount payable due to price variation clause and payments made against Uniform, Shoes, and Soaps & PPE's.

F. LIQUIDATED DAMAGES (LD)/PENALTY:

1. LIQUIDATED DAMAGES (LD):

If the contractor fails to start the work within the initial mobilization period (7 days) fixed in the tender as indicated in Work Order or at any time repudiates the contract then BHEL, without prejudice to any other right or remedy available to it under the contract, may at its discretion shall have right to

- a. Recover from the contractor, liquidated damages and not by way of penalty, a sum of 0.5% (Half percentage) of total value of the contract (excluding taxes) per day of delay in mobilization beyond initial mobilization period of 7 days, subject to a maximum of 15 days. In such a case, BHEL may also terminate the contract and forfeit security deposit if delay extends beyond 15 days.
- b. Recover from the contractor, liquidated damages and not by way of penalty an amount of ₹500/- per day in the event of any delay in making the payment of any wages or dues to the all contractual workers by the tenderer i.e. after 07th of subsequent month.

2. PENALTY:

- 1. For any reduction in manpower below the minimum specified, pro-rata deduction will be made from the bill for fixed monthly service charge for providing manpower in addition to penalty of ₹ 250/-(Rupees Two hundred and Fifty only) per person per day below the minimum.
- 2. For failure to maintain attendance register for staff on duty, penalty of ₹ 250/-(Rupees Two hundred and fifty only) per day will be levied in addition to Pro-rata deduction as applicable from the fixed charges towards providing manpower.
- 3. Non-maintenance of proper records or non-submission of daily / weekly / monthly reports related to operations, inventory, maintenance, room rent collection, occupancy, boarding, Guest amenities provided to the guests, House linen sent to the laundry, daily stock and consumption of Housekeeping consumables etc. as required by BHEL within the specified deadlines, will also attract penalty of ₹ 250/- (Rupees two hundred fifty only) for every instance and will be deducted from monthly fixed charges.
- 4. If any discrepancy is observed in remittance of room payment due to BHEL, the contractor should set right discrepancies failing which BHEL is liable to impose penalty of ₹ 250 per day till the date of remittance.
- 5. For non-availability or non-maintenance of asset register a penalty of ₹ 250/- (Rupees Two hundred and fifty only) will be imposed for the first occasion and ₹ 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and deducted from monthly fixed charges.
- 6. Penalty of ₹ 250/- (Rupees Two hundred and fifty only) per guest will be levied for failure to collect duly filled-in and signed Feedback forms and Guest Amenities Forms. The Feedback forms and Guest Amenities Forms so collected are to be submitted to BHEL weekly failing which penalty of ₹ 250/- (Rupees Two hundred and fifty only) per day for first instance and ₹ 500/- per day for subsequent instance will be levied and deducted from monthly fixed charges.
- 7. For noncompliance with reasonable requests of guests that are not against BHEL's standing instructions a penalty of ₹ 250/- (Rupees Two hundred and fifty only) will be imposed for the first occasion after warning and ₹ 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and will be deducted from monthly fixed charges.

- 8. Inappropriate personal hygiene of contractor's employees or deployment of a sick person on duty will lead to fine of ₹ 1,000/- (Rupees One thousand only) for every instance and will be deducted from monthly fixed charges.
- 9. Severity of hygiene failure will be assessed and decided by BHEL and fined appropriately. In case of gross failure/negligence a severe penalty will be imposed, which could be a hefty fine as cash deducted from monthly fixed charges and / or summary Termination of the Contract.
- 10. Food poisoning, will invoke a hefty penalty to be decided at the sole discretion of BHEL, along with Cancellation of contract and possible black-listing of the caterer.
- 11. For not reporting immediately to BHEL regarding non-functioning / malfunctioning of appliances/equipment a penalty of ₹ 250/- (Rupees Two hundred and fifty only) will be imposed for the first occasion after warning and ₹ 500/- (Rupees Five hundred only) for each subsequent occasion.
- 12. Failure to accompany the guest to the allotted room, carry the luggage to the room and leave the guest after attending to basic comforts, providing fresh water, etc. will attract penalty of ₹ 250/- (Rupees Two hundred and fifty only) for the first occasion and ₹ 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and will be deducted from monthly fixed charges.
- 13. Failure to Prepare separate bills, in duplicate, for Boarding and Lodging and get them signed by the guest will attract penalty of ₹ 250/- (Rupees Two hundred and fifty only) for the first occasion and ₹ 500/-(Rupees Five hundred only) for each subsequent occasion within the same month and will be deducted from monthly fixed charges.
- 14. For Telephone not manned or messages not taken properly or not passed on promptly a penalty of ₹ 250/-(Rupees Two hundred and fifty only) for the first occasion and ₹ 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and will be deducted from monthly fixed charges.
- 15. For not responding immediately to call or bell of guests a penalty of ₹ 250/- (Rupees Two hundred and fifty only) for the first occasion and ₹ 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and will be deducted from monthly fixed charges.
- 16. Using Unbranded items not permitted in the contract without prior permission or adulteration of food will invoke a fine of $\stackrel{?}{\underset{?}{$\sim}}$ 1,000/- (Rupees One thousand only) for every instance and will be deducted from monthly fixed charges.
- 17. For complaints from guests of poor service or quality of catering including room service based on feedback from penalty of ₹ 250/- (Rupees Two hundred and fifty only) for the first occasion and ₹ 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and will be deducted from monthly fixed charges. The same is applicable for not getting up early in the morning or staying up late when required or not serving bed tea to guest's at specified time.
- 18. For failure to remove empty cups and saucers from the rooms after service, penalty of ₹ 250/- (Rupees Two hundred and fifty only) for the first occasion and ₹ 500/- (Rupees Five hundred only) for each subsequent occasion within the same month will be levied and deducted from monthly fixed charges.
- 19. Failure to use chafing dishes lit up without chafing fuel for each service or as instructed by guest house in charge, penalty of ₹ 250/- (Rupees Two hundred and fifty only) for the first occasion and ₹ 500/- (Rupees Five hundred only) for each subsequent occasion within the same month will be levied and deducted from monthly fixed charges.
- 20. If the quality of milk is not found up to appropriate standard, or it is diluted, a fine of ₹ 500/- (Rupees Five hundred only) per instance would be imposed.
- 21. If BHEL finds that a certain meal was not cooked properly, then a fine of ₹ 500/- (Rupees Five hundred only) per meal would be imposed.

- 22. Not wearing mask, caps and disposable gloves while serving food will attract a Penalty of ₹ 250/- (Rupees Two hundred and fifty only) for the first occasion and ₹ 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and will be deducted from monthly fixed charges.
- 23. Any complaints of insects and / or foreign objects (stone, hair, rope, cloth, plastic, etc.) cooked along with food found in any food item would invite a fine of ₹ 500/- (Rupees Five hundred only) per instance.
- 24. Three or more complaints of unclean utensils in a day would lead to a fine of ₹ 500/- (Rupees Five hundred only) per meal.
- 25. If cooks are not changed as decided by the designated BHEL official, Penalty of ₹ 250/- (Rupees Two hundred and fifty only) per day will be levied in addition to pro-rata deduction as applicable from the fixed charges towards providing manpower. Above penalty is also applicable in case a professionally qualified /experienced cook is not available or is absent from duty and deducted from monthly fixed charges.
- 26. For deficiency in quality, quantity or number of guest amenities provided to guests including replenishment on request by the guest, cost thereof will be recovered from monthly bill in addition to penalty of ₹ 100/-(Rupees One hundred only) per occasion and will be deducted from monthly fixed charges.
- 27. Failure to keep rooms neat and tidy immediately after they are vacated will attract a penalty of ₹ 250/-(Rupees Two hundred and fifty only) for the first occasion and ₹ 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and will be deducted from monthly fixed charges.
- 28. Failure to change linen in the guest rooms on alternate days will attract a penalty of ₹ 250/- (Rupees Two hundred and fifty only) for the first occasion and ₹ 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and will be deducted from monthly fixed charges.
- 29. Failure to make beds and clean rooms, bathrooms and toilets daily will attract a penalty of ₹ 250/- (Rupees Two hundred and fifty only) for the first occasion and ₹ 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and will be deducted from monthly fixed charges.
- 30. Failure to dust and clean ceilings, ceiling fans, windows, window panes and all common areas within Specified days will attract a penalty of ₹ 250/- (Rupees Two hundred and fifty only) for the first occasion and ₹ 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and will be deducted from monthly fixed charges.
- 31. Failure to replenish deodorants and mosquito repellents will attract a penalty of ₹ 250/- (Rupees Two hundred and fifty only) for the first occasion and ₹ 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and will be deducted from monthly fixed charges.
- 32. If Hygiene of dining hall, kitchen etc., not up to the desired standards penalty of ₹ 250/- (Rupees Two hundred and fifty only) will be imposed for the first occasion after warning and ₹ 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and will be deducted from monthly fixed charges.
- 33. The contractor should give certificate of antecedents of each of his employees from the local police station within specified period of 02 months failing which penalty of ₹ 250 (Rupees Two hundred and fifty only)will be imposed per person per day until police clearance is submitted.
- 34. Failure to wear full uniform including mask, gloves, shoes, socks, name plate, photo ID card, etc. at all times will attract Penalty of ₹ 250/- (Rupees Two hundred and fifty only) for the first occasion and ₹ 500/-(Rupees Five hundred only) for each subsequent occasion within the same month and deducted from monthly fixed charges.

- 35. BHEL will inform the Contractor in writing regarding the specific deficiency for which deduction is made. In case of any damages or loss caused to BHEL's premises or property due to any default or failure on the part of the contractor for providing services of the requisite standard or negligence of the contractor or his employees, the same would be recoverable from the dues to the contractor in addition to the civil or criminal liabilities.
- 36. A penalty equivalent to 5% of monthly bill value will be imposed on the contractor in the event of failure in making payment of wages within 7 days from the last day of wage period for immediate previous months work, and not obtaining the signature at the end of entries in the wage register from BHEL official, without waiting for clearance of his pending bills.

3. MAXIMUM VALUE OF LD/ PENALTY:

- a) The total recoveries under aforesaid clauses shall be limited to maximum 10% of the contract value.
- b) In case of any change of order value, LD / PENALTY shall be subject to a maximum of 10% of the revised order value.
- C) The decision of BHEL on the question whether the contractor(s) have committed such default or have failed to perform any such service efficiently and are liable to pay compensation and as to quantum of such compensation shall be final and binding on the contractor(s).

G.TERMS & CONDITIONS FOR EXECUTION OF THE CONTRACT:

- 1. The contractor should bring their manpower to BHEL premises at his/her own cost, risk and execute the work allotted to him inside BHEL premises.
- 2. The contractor should follow and comply with Minimum wages, ESI, PF, Bonus, Group Insurance and other statutory regulations as stipulated in Factories Act and other applicable State/Central Governments' rules and regulations.
- 3. Attendance register should be maintained by the contractor and should be duly signed by contractor's manpower.
- 4. All safety equipment's are to be arranged for the workmen and safety rules & regulations are to be followed as per BHEL's Safety Rules and Regulations.
- 5. The contractor or his/her crew should handle the machinery and other equipment's entrusted to them by BHEL with utmost care and return them safely after execution of stipulated work. The cost of damage, repair due to improper handling of machinery and equipment will be recovered from the contractor.
- 6. Contractor shall supervise the work carried out by his/her employees.
- 7. Contractor shall ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc.
- 8. Contractor shall maintain appropriate records of his/her employees deployed along with their attendance to carry out the job(s).
- 9. Contractor will be responsible for the good conduct of his/her employees. In case of any misconduct/misbehaviour by any employee, the contractor will replace such employee(s) immediately.
- 10. Contractor will ensure that the job is executed through his/her employees on and under no circumstances, the contractor will not deploy any casual employee to carry out the job nor shall subcontract the job without prior written permission.

- 11. Contractor shall be solely responsible for non-payment, delayed payment of minimum contributions under EPF & MP Act, ESI Act, Bonus, etc.
- 12. In case, the contactor fails to make payment of wages to his/her employees or remittance of contribution to the concerned authorities, the security deposit, other dues/running bills under the contract can be utilized by BHEL to discharge the liability of the contractor.
- 13. Contractor shall observe provisions of the Factories Act, 1948 in respect of working hours, holidays, rest intervals, leave and overtime to his/her employee. No work shall be done on second/third shift, overtime, Sundays or on other declared holidays without written permission.
- 14. The contractor should maintain a 'Work Diary containing the details of work executed by him from time to time on Shift/Daily basis and obtain the signature from official concerned nominated for this/her purpose for having executed the work correctly and satisfactorily.
- 15. Necessary gate entry pass will be issued by BHEL Security department for Contract Workmen based on your application duly forwarded by the Contract Executing Department and approved by HR/Welfare/Contract Cell on fulfilment of the Statutory Obligation by the Contractor.
- 16. In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his/her employees from the establishment of BHEL. In case, contractor decides to terminate services of his/her employees, he should settle all terminal dues including retrenchment compensation.
- 17. BHEL reserves the right to cancel/short close and terminate the contract at any point of time after giving intimation to the vendor.
- 18. BHEL will have nothing to do or be concerned with the employment of employees working for the contractor. The relationship between BHEL and the contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or on employer-employee relationship. Supervision of work shall be done by the contractor / his authorized Supervisor exclusive for this work only.
- 19. National & festival holidays (i.e. 12 days per year) is paid holidays & Earned leave of 15 days per year for all employees engaged for this contract shall be paid as per Minimum wage.

PART-I (TECHNO COMMERCIAL BID)

ANNEXURE-IC

GENERAL TERMS & CONDITIONS OF CONTRACT

1. **DEFINITION**

In these General Conditions of Contract, the following terms shall have meaning hereby assigned to them, except where the context otherwise requires:

- a) The "Contract" means, the documents forming the tender and acceptance thereof, together with all the documents referred to therein including general and special conditions to contract. All these documents as applicable taken together shall be deemed to form one contract and shall be complementary to one another.
- b) The "Work" means, the work described in the tender documents in individual work orders as may be issued from time to time to the contractor by the Officer-In charge within the power conferred upon him including all notified or additional items of works and obligations to be carried out as required for the performance of contract.
- c) The "contractor" means, the individual Firm or Company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the persons composing the firm or Company or the successors of the firm or company and the permitted assigns of such individual or firm or Company.
- d) "The Officer-In charge" means, the Officer deputed by the BHEL to supervise the work or part of the work.
- e) "Approved" and "Directed" means, the approval or direction of the respective area **HOD** or person deputed by him for the particular purposes.
- f) "BHARAT HEAVY ELECTRICALS LIMITED" (hereinafter referred to as BHEL) shall mean the Board of Directors, Chairman, Executive Director, General Manager or, other Administrative Officer of the said Company including **AGM / CCD** authorised to invite tenders and enter into contract for works on behalf of the Company.
- g) The "Contract sum" means, the sum accepted or the sum calculated in accordance with the prices accepted in tender and / or the contract rates as payable to the contractor for the execution of the work during the currency of the contract.
- h) A "week" means, Seven Days, without regard to the number of hours worked or not worked in any day in that week.
- i) A "day" means, the day of 24 hours (TWENTY-FOUR) irrespective of the number of hours worked or not worked in that day.

2. HEADING TO THE CONTRACT

The heading to these conditions shall not affect the interpretations thereof.

3. DEVIATIONS

The contractor shall not carry out any work not covered by schedule except in pursuance of the written instructions of the respective area HOD. No such work shall be valid unless the same has been specifically confirmed and accepted by BHEL in writing and incorporated in the Contract.

4. WORKS TO BE CARRIED OUT

The Contract shall include all labour materials, tools, plant, equipment and transport which may be required for the execution of the work.

The Contractor will be deemed to have satisfied himself as to the nature of the site, local facilities of access and all matters affecting the execution of the work. No. extra charges consequent on any misunderstanding in these respects or otherwise will be allowed.

5. ASSIGNMENT OF TRANSFER OF CONTRACT

The Contractor shall not, assign or transfer the contract or any part thereof, or any share, or interest thereon to any other persons.

6. SUB CONTRACT

The Contractor shall not sublet any portion of the contract.

7. COMPLIANCE TO REGULATIONS AND BYE -LAWS

The Contractor shall confirm to the provisions of any statute relating to the work and regulations and Byelaws of any local authority. The Contractor shall be bound to give all notices required by statutory regulations or by-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

8. EARNEST MONEY DEPOSIT (EMD) & SECURITY DEPOSIT (SD):

Earnest Money Deposit (EMD):

Tender must be accompanied by Earnest Money for the amount mentioned in tender notice, pledged to BHEL- EDN, BANGALORE in any of the forms mentioned below.

Modes of Deposit:

The EMD shall be accepted only in the following forms:

- a) Cash deposit as permissible under the extant Income Tax Act (before tender opening)
- b) Electronic Fund Transfer credited in BHEL account (before tender opening)
- c) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer)
- d) 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)
- e) In addition to the above, the EMD amount in excess of ₹ 2, 00, 000 /- (₹ two lakhs) also acceptable in the form of Bank guarantee from scheduled banks. The bank guarantee in such cases shall be valid for at least six months. (BG Format attached as Annexure-J)

Forfeiture of EMD:

EMD by the tenderer will be forfeited as per tender documents if

- i) After opening the Tender, the Tenderer revokes his tender within the validity period or increases his earlier quoted rates. ii) If only, a part of the work included in the tender has been awarded to the tenderer and the tenderer refuses to take up the work the amount of Earnest Money to be forfeited will be based on the value of the contract so awarded.
- iii) The Tenderer does not commence the work within the period as per LOI / Contract. In case the LOI / Contract is silent in this regard then within 7 days after award of Contract.

General Terms related to EMD:

Earnest Money Deposit (EMD) will not carry any interest.

Earnest Money Deposit (EMD) of the successful tenderer will be retained as part of Security deposit. The Earnest Money Deposit (EMD) will be refunded to the unsuccessful tenderers within 15 days of acceptance of the award of work by successful tenderer / expiry of offer validity period.

Non Start of work within seven days of issue of LOA / WO or date indicated in LOA whichever is later will lead to forfeiture of EMD and may also attract the provision of "Suspension of Business dealings with Suppliers/Contractors".

Security Deposit (SD):

The contractor whose tender has been accepted shall, within seven days of receipt of the notification of acceptance of his tender **or before start of work (whichever is earlier)**, deposit Security deposit @ 5 % of Contract value.

EMD of the successful tenderer shall be converted and adjusted towards the required amount of **Security deposit (SD)**:

Modes of Deposit:

The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:

- i)Cash (as permissible under the extant Income Tax Act) ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
- 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)

General Terms related to SD:

The security Deposit will not carry any interest.

Security Deposit shall be released to the contractor upon fulfilment of Contractual obligations as per terms of contract.

BHEL, shall not be responsible for any loss of securities due to liquidation or any other reason whatsoever or any depreciation in the value of the Securities while in their charge or for any loss of interest thereon. NOTE: Acceptance of Security Deposit against Sl. No. (iii),(iv) and (v) above will be subject to hypothecation or endorsement on the documents (Signature of the Branch Manager must be present) in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.

All compensation or other sums of money payable by the contractor to BHEL under the terms of this contract or under any other contract with BHEL, may be deducted from the Security Deposit or realized by the sale of the securities, from the interest arising there from or from any sums which may be due or may become due to the contractor payable by BHEL, on any account whatsoever against this contract of any other contract with BHEL and in the event of his Security Deposit being reduced by reason of such deductions or sale as aforesaid, the Contractor shall within seven days thereafter make good in cash or in securities endorsed as aforesaid, any sum or sums by which the security Deposit has been so reduced.

In case of an Award of a Contract and if the Contractor fails to perform or does not comply with the Performance Evaluation Criteria, the Security Deposit will not be refunded / Bank Guarantee encashed.

The claim period for Bank Guarantee shall be kept three months after the contract end date. Security Deposit has to be deposited within seven days of issue of LOA / WO or date indicated in LOA whichever is later.

"Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of 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 the first bill becomes due, the amount of performance security due shall be recovered from the bills along with the interest"

9. GOODS & SERVICE TAX (GST) REGISTRATION & COMPLIANCE

- 1. Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration No (GSTIN) which should be clearly mentioned in the offer. If the dealer is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer. Dealers under composition scheme should declare that he is a composition dealer supported by the screen shot taken from GST portal. The dealer has to submit necessary documents if there is any change in status under GST.
- 2. Supplier shall mention their GSTIN in all their invoices (incl. credit Notes, Debit Notes) and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No. which is linked/uploaded in GSTN network shall be clearly indicated), Billed to party (with GSTIN) & Shipped to party details, item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, Place of Supply etc.
- 3. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
- 4. Invoices will be processed only upon completion of statutory requirement and further subject to following:
 - a) Vendor declaring such invoice in Form GST ANX-1
 - b) Receipt of Goods or Services and Tax invoice by BHEL
- 5. As the continuous uploading of tax invoices in GSTN portal (in GST ANX-1) is available for all (i.e. both Small & Large) tax payers under proposed new GST Return System, all invoices raised on BHEL may be uploaded immediately in GST portal on dispatch of material /rendering of services. The supplier shall ensure availability of Invoice in GST portal before submission of invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's GST ANX-2).
- 6. In case of discrepancy in the data uploaded by the supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month informed by BHEL.
- 7. In cases where invoice details have been uploaded by the vendor but failed to remit the GST amount to GST Department (Form PMT-08 or Form GST RET-01 to be submitted) within stipulated time, then GST paid on the invoices pertaining to the month for which GST return not filed by the vendor will be recovered from the vendor along with the applicable interest (currently 24% p.a) and all subsequent bills of the vendor will not be processed till filing of the GST return by the vendor
- 8. In case GST credit is denied to BHEL due to non-receipt or delayed receipt of goods and/ or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount claimed in the invoice shall be disallowed to the vendor.
- 9. Where any GST liability arising on BHEL under Reverse Charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST

liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the vendor.

- 10. Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contracts. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Tax Invoice will be issued by BHEL indicating the respective supply invoice number.
- 11. GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 Central Tax dated 13.09.2018. GST TDS certificate which will be generated in GST portal subsequent to vendor accepting the TDS deduction in the GST portal, will be issued to the vendor.

10. ORDERS UNDER THE CONTRACT

All orders, notices etc. to be given under the contract shall be in writing, typescript or printed and if sent by registered post to the address given in the tender of the Contract, shall be deemed to have been served on the date, when in the ordinary course they would have been delivered to him. The Contractor shall carry out without delay all orders given to him.

11. CONTRACTOR'S SUPERVISION

- 1. The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to BHEL Officials.
- 2.Orders given to the Contractor's agent shall be considered to have the same force as if they have been given to the Contractor himself.
- 3. The Contractor or his accredited agent shall attend when required without making any claim for doing so to the OFFICER-INCHARGE, to receive instructions.
- 4. The respective area HOD shall have full powers and without assigning any reason, requires the Contractor to immediately cease to employ in connection with this contract, any agent, servant or employee where continued employment is, in his opinion undesirable. The Contractor shall not be allowed any compensation on this account.

12. PAYMENT TO EMPLOYEES ENGAGED BY CONTRACTOR

- 1. The Contractor shall remain liable for the payment of all wages and other payments in connection with the employees engaged by him and with regard to the work.
- 2. The Contractor shall comply with the applicable provisions of Payment of Wages Act-1936, Minimum Wages Act-1948, Employees' Liability Act-1938, Employees' Compensation Act-1923, Payment of Bonus, EPF and Miscellaneous Provisions Act-1952, Employees' State Insurance Act1948 and other relevant Acts and rules framed, there under from time to time.
- 3. Contractor shall be responsible for making payment of wages within 7days from the last day of wage period and shall obtain the signature at the end of entries in the wage register from area incharge of contract operating department.
- 4. Contractor should ensure that at least the prevailing minimum wages, as per the rules of **State/Central Minimum wage**, which are applicable are paid to his employees only in their respective nationalized bank accounts by means of NEFT/ RTGS/ IMPS.

- 5. The contractor should remit the salary/wages of their workmen only through nationalized Bank, directly to the salary/savings account of the employee concerned. Monthly clearance will be given in respect of those contractors, only if the salary/wages to the workmen concerned has been remitted in the nationalized bank account of the workmen. The relevant Bank statement/proof for Bank payment should be produced along with PF and ESI challans every month.
- 6. No other mode of payment (hand payment / account transfer other than salary or any other) is acceptable as salary.
- 7. The contractor should pay the previous month salary in full to their employees before 7th of every month and will not adjust with any advance/ loan /training cost / accommodation cost / repayment due by the employee.
- 8. If the Contractor employs more than twenty employees, he has to obtain License to this effect from the Factory Inspectorate and renew the same periodically.
- 9. The Contractor should follow and comply with Minimum Wages, ESI, PF, Bonus, Group Insurance and other statutory regulations as stipulated in Factories Act and other applicable State / Central Governments' rules & regulations.
- 10. Each contract employees must have his own PF and ESI Codes and comply with the relevant Acts.
- 11. "The contractor shall issue Employment Card in Form No.XIV to each Worker engaged by him within 3 days of the employment of the Worker as prescribed under Rule No.76 of the Contract Labour (Regulation & Abolition) Central Rules, 1971. The Card shall be maintained up-to-date and any change in the particulars shall be entered therein".
- 12. "Payment of Gratuity under The Payment of Gratuity Act, 1972 and Retrenchment Compensation under The Industrial Disputes Act, 1947, wherever applicable, shall be the sole responsibility of the Contractor".

13 PRECAUTIONS AGAINST RISK

The Contractor shall be responsible for providing at his own expense for all precautions to prevent loss or damage from any and all risks and to minimize the amount of any such loss or damage and for the necessary steps to be taken for the said purpose.

14 DAMAGE / LOSS TO PROPERTY & INJURY TO WORKMEN

The Contractor shall at his own expense reinstate and make good to the satisfaction of the respective area **HOD** and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Employees Compensation Act or otherwise.

15 LAWS GOVERNING THE CONTRACT

The contract shall be governed by the Indian Laws for the time being in force.

16. CANCELLATION OF CONTRACT FOR CORRUPT ACTS

BHEL, whose decision shall be final and conclusive, shall without prejudice to any other right or remedy which shall have accrued, shall accrue thereafter to BHEL cancel the contract in any of the following cases and the Contractor shall be liable to make payment to BHEL for any loss or damage resulting from any such cancellation to the same extent as provided in the case of cancellation for default. If the Contractor shall:

a) Offer or give or agree to give to any person in BHEL service any gift or consideration of any kind, as an inducement or reward for doing or for bearing to do or for having done or for having borne to do any

act, in relation to the obtaining or execution of this or any other contract for BHEL service,

)R

b) enter into a contract or understanding with any person in BHEL in connection with which commission has been paid or agreed to be paid by him or with his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to BHEL.

OR

c) To obtain' a contract with BHEL as a result of ring tendering or by non-bonafide methods of competitive tendering, without first disclosing the fact in writing to BHEL.

17. CANCELLATION OF CONTRACT FOR INSOLVANCY ASSIGMENT OR SUBLETTING OF CONTRACT

BHEL, without prejudice to any other right or remedy, which shall have accrued or shall accrue thereafter to BHEL, shall cancel the contract in any of the following cases:

If the Contractor,

a) Being an individual or if a firm any partner thereof shall at any time be adjudged bankrupt or have a receiving order for administration of his estate, made against him or shall take any proceedings for liquidation or composition under any bankruptcy Act or assignment of his effects of composition or arrangement for the benefit of his creditors or purport to do so, or if any application made under any Bankruptcy Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him on behalf of his creditors.

OR

b) Being a Company, shall pass a resolution or Court shall make an order for the liquidation of its assets, or a receiver or Manager on behalf of the debenture holders shall be appointed or circumstances shall a rise which entitle the Court or debenture holders to appoint a receiver or Manager.

OR

- c) Assigns, Transfers, Sublets or attempts to assign, transfer or sublet any portion of the work.
- d) Whenever BHEL exercises the authority to cancel the contract under these conditions, BHEL may have the work done by any means at the Contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by the respective area **HOD**) being less than the contract cost, the advantage shall accrue to BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by the respective area **HOD** or the same shall be recovered from the Contractor by other means.
- e) In case BHEL carries out the work under the provisions of this condition, the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plants and / or labour provided by BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the respective area **HOD** whose decision shall be final and conclusive.
- f) Labour engaged by the contractor should be disciplined & exhibit good behaviour in dealing with employees of BHEL. Any misbehaviour or undesirable conduct of any person engaged by the

contractor is reported, contractor shall change that person immediately or else it may even lead to termination of the contract & in such case security deposit will be forfeited as penalty.

18. CANCELLATION OF CONTRACT IN PART OR FULL ON CONTRACTOR'S DEFAULT

If the contractor:

- a) makes default in carrying out the work as directed and continues in that state after a reasonable notice from the respective area **HOD** or his authorized representative:
- b) fails to comply with any of the terms & conditions of the contract or failure to comply orders after reasonable notice in writing with orders properly issued thereunder:

 BHEL may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the contract as whole or in part thereof or only such work order or items of work in default from the contract. Whenever BHEL exercises the authority to cancel the contract as a whole or part under this condition, BHEL may complete the work at the contractor's risk and cost (as certified by the respective area HOD which is final and conclusive) being less than the contract cost, the advantage shall accrue to BHEL. If the cost exceeds the money due to the Contractor under this contract, the Contractor shall either pay the excess amount ordered by the respective area HOD or the same shall be recovered from the Contractor by other means. In case BHEL carries out the work or any part thereof under the provisions of the conditions the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or labour provided by BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the respective area HOD whose decision shall be final and conclusive.

19. TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR

Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, or if the firm is dissolved or the company is liquidated, BHEL shall have the option of terminating the contract without compensation to the Contractor.

20. SPECIAL POWER TO TERMINATION

If at any time after the award of contract, BHEL shall for any reason whatsoever not require whole or any part of the work to be carried out the respective area **HOD** shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the foreclosing of the work.

21. 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 or any sum then due or which at any time thereafter may become due to Contractor under the contract or under any other contract with BHEL or from his Security Deposit unless the contractor pays the claim on demand.

22. POST TECHNICAL AUDIT OF WORK AND BILLS

BHEL reserves the right to carry out the post-payment Audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc., and enforce recovery of any sum becoming due

as a result thereof in the manner provided in the presiding sub- paragraphs. However, no such recovery shall be enforced after three years of passing the final bill.

23. REFUND OF SECURITY DEPOSIT

The Security Deposit may be refunded to the Contractor after completion of the contract provided, after the Contractor shall first have been paid the last and final bill and have rendered a "NO DEMAND CERTIFICATE".

24. FORCE MAJEURE CLAUSE

If, at any time during the continuance of this Contract the performance in whole or in part by either party of any obligations under this Contract shall be prevented or delayed by reason of any War, Hostile acts of the public enemy Civil Commotion, Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, Earthquake etc.) then provided notice of happening of any such event is given by either party to other within 7 days from the date of occurrence thereof neither of the parties shall by reason of such event be entitled to terminate this Contract or claim for damages against the other in respect of such non-performance or delay for such period. Performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event, claims for extension of time may be granted for periods considered reasonable by the respective area **HOD** at his discretion subject to prompt notification by the contractor.

25. ARBITRATION

Except as provided elsewhere in this Contract, 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 Head of the **BHEL-EDN**, **Bengaluru**.

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 there under and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be **Bengaluru** (the place from where the contract is issued)

The cost of arbitration shall be borne as per the award of the Arbitrator. Subject to the arbitration in terms of Clause above, the Courts at **Bengaluru** (PI incorporate the name of the place where the Principal Civil Court having ordinary original civil jurisdiction to decide questions forming subject matter of the arbitration is located) shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.

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.

In case of contract with Public Sector Enterprises (PSE) or a Government Department, the following shall be applicable

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred by either Party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the Parties to the dispute, provided, however, any Party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the Parties hereto finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

26. JURISDICTION:

In case of any suit or other legal proceedings arising under or relating to this Contract, the courts at **Bengaluru, Karnataka** only shall have the Jurisdiction and is only after exhausting the, Arbitration, Clause 25.

27. SECRACY OF CONFIDENTIAL INFORMATION:

The Contractor undertakes and agrees that he/it will not disclose or reveal in part or full the proprietary/confidential information, which terms shall mean and include patents, trademarks, service marks, registered designs, copyright, design rights, know-how, confidential information, trade and business names and any other similar protected information of BHEL received during negotiation or currency of the contract to any third party or governmental authorities without written permission from BHEL. In the event of termination or expiry of the contract, the contractor shall return all proprietary/confidential information to BHEL. This clause shall survive termination or expiry of the contract.

BHEL reserves the right to initiate appropriate action including legal proceeds / termination of contract, recovery of damages, penalties etc., if the contractor is found guilty / wrong usage of the documents given by BHEL for any unauthorised activity.

28. SIGNING OF CONTRACT

Each contract document shall be signed by the Contractor with his usual signature. Contract by partnership or Hindu Joint Family firm, may be signed in the FIRM'S name by the Managing Partner or all /one of the Partners on behalf of the firm or the Karta or Manager for HUF as the case may be. Contract by a Company shall be signed with the name of the Company from a person authorised in this behalf and a Resolution or power of attorney or other satisfactory proof, showing that the person signing the Contract documents on behalf of the Company is duly authorised to do so, shall accompany the contract.

29. FRAUD PREVENTION POLICY

The Bidder along with its associate / collaborators / 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 fraud or suspected fraud as soon as it comes to their notice".

Fraud Prevention policy and List of Nodal Officers shall be hosted on BHEL website, vendor portals of Units / Regions intranet.

30. SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS / CONTRACTORS:

Penal action can be initiated on the suppliers / Contractors in line with extant 'Guidelines for Suspension of Business Dealings with Suppliers / Contractors. The abridged version of extant 'Guidelines for suspension of business dealings with suppliers / contractors has been uploaded on http://www.bhel.comon "supplier registration page".

31. RISK PURCHASE:

- a) In the event of any successful Tenderer's failure to fulfil any of the tender / Contract obligations as per Contract / Agreement, BHEL may entrust the job to alternate vendor and get it completed to meet the BHEL requirement and additional expenditure, if any, including consequential cost viz., demurrage etc., will be fully recovered from the Contractor who failed to complete the job in line with the Contract.
- b) The decision of BHEL with regard to the actual losses / consequential expenditure incurred by BHEL shall be final and binding on the Contractor.

The value under Risk purchase clause shall be calculates as follows:

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 shall 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)

Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work/ Supply for calculating risk & cost amount.

c) In case vendor fails to fulfil any of the tender / Contract obligations as per Contract / Agreement, contract shall be cancelled and SD shall be forfeited.

32. NOTICES OF ACCIDENTS

In the event of an accident the Contractor shall be required to fill injury report and submit to the Engineer in charge immediately and ensure compliance of ESI / Workmen's Compensation of accident as per the Act. The Contractor shall get the Contract personnel engaged by him insured under workmen's compensation policy from any Insurance company in India before actually starting the work. The Insurance Coverage should be for the entire period of Contract. The Contractor shall comply with the provisions of the Workmen's Compensation Act 1923. (This should be read in connection with the provisions of ESI Act.)

33. DAMAGE / LOSS TO PROPERTY & INJURY TO WORKMEN

The Contractor shall at his own expense reinstate and make good to the satisfaction of the respective area **HOD** and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Employees Compensation Act or otherwise.

"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/Officers/townships and premises/Project sites.
- C. Compensation in respect of each of the victims:
 - a. In the event of death or **permanent disability** resulting from **Loss of both limbs**: ₹ 10, 00,000/- (₹ Ten Lakh)
 - b. In the event of **others permanent disability**: ₹7,00,000/- (₹ Seven Lakh)
- D. Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to section 2 (I) of the Employee's Compensation Act,1923"

34. PREFERENCE TO MAKE IN INDIA

"For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if it is issued after this NIT but before finalization of contract / PO / WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and / or local content in respect of this procurement, same shall be applicable.

PART-I (TECHNO COMMERCIAL BID)

ANNEXURE-ID

SPECIAL TERMS & CONDITIONS OF CONTRACT

1. PARTICIPATION.

The Parties who have been suspended or black listed or issued with "Show Cause Notice "by BHEL, EDN Bengaluru or any other BHEL Unit will not be allowed to participate in the Tender.

Other than the bidder, none of its group concerns or affiliates etc. shall participate in the tender either directly or indirectly through any other agency under same proprietor / common director(s) / common partner(s). The bidder should declare the same in the Tender. Even during the course of evaluation / finalization of Tender if it is found that some of the parties are not fulfilling the above clauses, BHEL will not consider them for further participation in the Tender.

2. EVALUATION CRITERIA:

- a. Technical Bids of tenderers will be evaluated for the Pre-Qualification/Technical Eligibility Criteria on the basis of supporting documents and track record of the bidder.
- b. Price Bids of only those tenderers who are found to meet the Pre-Qualification/Technical Eligibility Criteria will be opened. Price Bids will be opened with prior information to the eligible bidders to facilitate the presence of the bidders or their authorized representatives to witness the Price Bid opening.

3. CRITERIA FOR AWARD OF WORK:

- 1. The evaluation of offer for award of work shall be on the basis of "Total Cost to BHEL/ **Net Cash outflow to BHEL after taking into account applicable Taxes and Duties.**
- 2. The work will be awarded on Package Wise L1 basis.
- 3. In case there are more than one L1 bidders, BHEL will invite fresh revised price bids from all such L1 bidders & ranking will be decided based on these revised bids. The new rates quoted should be lower than their previous L1 rates. In case if the revised bids submitted by L1 bidders is also same and none of the bidders are ready for further reduction in their rates, then L1 bidder will be selected based on draw of lots.
- 4. The quantity mentioned in BOQ / Price bid is tentative. BHEL reserves the right to increase or decrease the quantity during award of work or issue work order in phase manner as per requirement of BHEL.

4. METHOD OF EVALUATION OF PRICES

Priority / Ranking

1. Net cash outflow to BHEL including all charges, incidentals etc., inclusive of Goods & Service tax.

5. RATE FINALIZATION

- 1. Lowest prices received against BHEL Tender need not be the 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 opened if L1 price is not the lowest acceptable price to BHEL inter-alia other reasons.
- 2. Tenderers are requested to give their best prices at the first instant itself.
- 3. In the event of the final L1 prices are not reasonable / acceptable to BHEL, BHEL may resort to short closure of this Tender.

6. FINALIZATION OF CONTRACT BY ADOPTING "REVERSE AUCTION":

"BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among the techno commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do (es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking."

The business rules for Reverse Auction (RA) are as follows:

- 1. Procedure of Reverse Auctioning
 - i. Price bids of all techno-commercially qualified bidders shall be opened.
 - ii. Reverse Auction: The 'bid decrement' will be decided by BHEL.
 - iii. The lowest bidder in sealed envelope price bid shall be shown as current L1 automatically by the system and no acceptance of that price is required. System shall have the provision to indicate this bid as current L1.
- iv. Bidders by offering a minimum bid decrement or the multiples thereof can displace a standing lowest bid and become "L1" and this continues as an iterative process. However, no bidder shall be allowed to lower its bid below the current L1 by more than 5 decrements at one go.
- v. After the completion of the reverse auction, the Closing Price shall be available for further processing.
- vi. Wherever the evaluation is done on total cost basis, after Reverse Auction, prices of individual line items shall be reduced on pro-rata basis.

2. Auction extension time:

If a bidder places a bid in the last 10 minutes of closing of the Reverse Auction and if that bid gets accepted, then the auction's duration shall get extended automatically for another 10 minutes, for the entire auction (i.e. for all the items in the auction), from the time that bid comes in. Please note that the auto-extension will take place only if a bid comes in those last 10 minutes and if that bid gets accepted as the lowest bid. If the bid does not get accepted as the lowest bid, the auto extension will not take place even if that bid might have come in the last 10 minutes. In case, there is no bid in the last 10 minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension.

However, bidders are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.

The above process will continue till completion of Reverse Auction.

Complaints/ Grievances, if any, regarding denial of service or any related issue should be given in writing thru e-mail/ fax to M/s. {Service provider} with a copy to BHEL within 15 minutes prior to initial closing time of Reverse Auction.

3. Lowest bid of a bidder:

In case the bidder submits more than one bid, the lowest bid at the end of Reverse Auction will be considered as the bidder's final offer to execute the work.

4. Unique user IDs shall be used by bidders during bidding process. All bids made from the Login ID given to the bidders will be deemed to have been made by the bidders' company.

- 5. Post auction procedure: BHEL will proceed with the Lowest Bid in the Reverse Auction for further processing.
- 6. Any commercial/ technical loading shall be separately intimated to respective bidders prior to RA. The excel sheet provided in this regard shall cover all these aspects. Commercial/ technical loading if any, shall be added by the respective bidder in its price during Reverse Auction. Modalities of loading & de-loading shall be separately intimated to the bidders. The responsibility for correctness of total cost to BHEL shall lie with the bidders.
- 7. Reverse auction shall be conducted by BHEL (through M/s {Service Provider}), on pre-specified date, while the bidders shall be quoting from their own offices/ place of their choice. Internet connectivity shall have to be ensured by bidders themselves. During the RA process if a bidder is not able to bid and requests for extension of time by FAX/ email/ phone then time extension of additional 15 minutes will be given by the service provider provided such requests come before 5 minutes of auction closing time. However, only one such request per bidder can be entertained.

In order to ward-off contingent situation of connectivity failure bidders are requested to make all the necessary arrangements/ alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the reverse auction successfully. Failure of power or loss of connectivity at the premises of bidders during the Reverse auction cannot be the cause for not participating in the reverse auction. On account of this, the time for the auction cannot be extended and neither BHEL nor M/s. {Service provider} is responsible for such eventualities.

8.Proxy bids: Proxy bidding feature is a pro-bidder feature to safe guard the bidder's interest of any internet failure or to avoid last minute rush. The proxy feature allows bidders to place an automated bid in the system directly in an auction and bid without having to enter a new amount each time a competing bidder submits a new offer. The bid amount that a bidder enters is the minimum that the bidder is willing to offer. Here the software bids on behalf of the bidder. This obviates the need for the bidder participating in the bidding process until the proxy bid amount is decrement ally reached by other bidders. When proxy bid amount is reached, the bidder (who has submitted the proxy bid) has an option to start participating in the bidding process.

The proxy amount is the minimum amount that the bidder is willing to offer. During the course of bidding, the bidder cannot delete or change the amount of a proxy bid. Bids are submitted in decrements (decreasing bid amounts). The application automates proxy bidding by processing proxy bids automatically, according to the decrement that the auction originator originally established when creating the auction, submitting offers to the next bid decrement each time a competing bidder bids, regardless of the fact whether the competing bids are submitted as proxy or standard bids. However, it may please be noted that if a manual bid and proxy bid are submitted at the same instant manual bid will be recognized as the L1 at that instant. In case of more than one proxy bid, the system shall bid till it crosses the threshold value of 'each lowest proxy bid' and thereafter allow the competition to decide the final L1 price. Proxy bids are fed into the system directly by the respective bidders. As such this information is privy only to the respective bidder(s).

- 9. Bidders are advised to get fully trained and clear all their doubts such as refreshing of Screen, quantity being auctioned, tender value being auctioned etc. from M/s {Service provider}.
- 10. M/s. {Service provider}, shall arrange to demonstrate/ train the bidder or bidder's nominated person(s), without any cost to bidders. M/s. {Service provider}, shall also explain the bidders, all the business rules related to the Reverse Auction. Bidders are required to submit their acceptance to the terms/ conditions/ modalities before participating in the Reverse Auction in the process compliance form as enclosed. Without this, the bidder will not be eligible to participate in the event.

- 11. Successful bidder shall be required to submit the final prices (L1) in prescribed format for price breakup, quoted during the Reverse Auction, duly signed and stamped as token of acceptance without any new condition (other than those already agreed to before start of auction), after the completion of auction to M/s. {Service provider} besides BHEL within two working days of Auction without fail.
- 12. Any variation between the final bid value and that in the confirmatory signed price breakup document will be considered as tampering the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings (as available on www.bhel.com).
- 13. Bidders' bid during RA will be taken as an offer to execute the work/ supplies the item as per tender. Bids once made by the bidder, cannot be cancelled/ withdrawn and bidder shall be bound to execute the work as mentioned above at bidder's final bid price. Should bidder back out and not execute the contract as per the rates quoted, BHEL shall take action as per extant guidelines for suspension of business dealings (as available on www.bhel.com).
- 14. Bidders shall be able to view the following on their screen along with the necessary fields during Reverse Auction:
- a. Leading (Running Lowest) Bid in the Auction (only total price of package)
- b. Bid Placed by the bidder
- c. Start Price
- d. Decrement value
- e. Rank of their own bid during bidding as well as at the close of auction.
- 15. BHEL's decision on award of contract shall be final and binding on all the Bidders.
- 16. BHEL reserves the right to extend, reschedule or cancel the Reverse Auction process at any time, before ordering, without assigning any reason, with intimation to bidders.
- 17. BHEL shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause. In such cases, the decision of BHEL shall be binding on the bidders.
 - 18. Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines for suspension of business dealings (as available on www.bhel.com), shall be initiated by BHEL

ANNEXURES

PART-I (No Deviation certificate)

Note: The following Declaration to be typed on the contractor's Letter Head, duly

ANNEXURE-A

signed & stamped and to be attached along with your Technical bid of the tender.					
I/ We, M/shave					
read and clearly understood all the Terms and conditions in Tender Schedule of "WORKS CONTRACT FOR					
HOUSEKEEPING AND CATERING SERVICES AT BHEL-EDN GUEST HOUSE AND TRANSIT FLAT AT BHEL					
EDN TOWNSHIP, ATTIGUPE ,BANGALORE FOR TWO YEARS DURING 2022-24." Tender Ref No: BHEL					
EDN/ CCD/GH_TF-HOUSEKEEPING -EDN/ NIC-03/22-23 /Date: 01.07.2022 and accordingly we accept the					
same without any deviation what so ever.					

- I/ We unconditionally agree to all the tender conditions and no new conditions are imposed by us in the technical / price bid. I understand in the event of imposing any condition in the technical / price bid, such condition would be ignored by BHEL and only the prices will be considered for the purpose of evaluation"
- I/ We confirm that none of our group concern or affiliates etc., appears on the list of banned firms / companies by BHEL (list available on www.bhel.com) nor any of the Director / Partner / proprietor of bidder / such group concern or affiliate etc. are involved with such company.
- I/ We also declare that, we have not been suspended or black listed or issued with Show Cause Notice by BHEL-Electronics Division, Bengaluru or any other BHEL Unit or any PSU/Government organization.
- I/ We confirm that other than us, none of our group concerns or affiliates etc. are participating in the tender either directly or indirectly through any other agency under same proprietor / common director(s) / common partner(s).
- I/ We confirm that if any of the above statement / information furnished by us in this tender is found to be false/ fake at any stage of tender evaluation or during execution of contract, BHEL will have the right to initiate appropriate action including legal proceeds / termination of contract, recovery of damages, penalties etc. as deemed fit.

(Contractor Signature with Seal)

Tender Ref No: BHEL-EDN/ CCD/GH_TF-HOUSEKEEPING -EDN/ NIC-03/22-23

ANNEXURE-B

Date: 01.07.2022

PART-I (Declaration)

Note: The following Declaration to be typed on the contractor's Letter Head, duly signed & stamped and to be attached along with your Technical bid of the tender.

Name of Works: WORKS CONTRACT FOR HOUSEKEEPING AND CATERING SERVICES AT BHEL-EDN GUEST HOUSE AND TRANSIT FLAT AT BHEL-EDN TOWNSHIP, ATTIGUPE, BANGALORE FOR TWO YEARS DURING 2022-24.

Tender Ref No: BHEL-EDN/ CCD/GH_TF-HOUSEKEEPING -EDN/ NIC-03/22-23 /Date: 01.07.2022

DECLARATION

I / We M/s	
do hereby confirm the following points with ref to the above works, if ordered on us.	

- 1. We do hereby confirm that we will pay (i) at least the minimum wages (minimum basic wages + minimum DA) to all the persons engaged (Un Skilled / Semi Skilled / Skilled / Supervisor category) by us in the above contract as per the Karnataka Government Minimum Wages & also as per any revisions made by the State Govt. from time to time and (ii) Additional Wages as per HR / BHEL circular ref: BHE: HR: W: EW dt 08.04.2014 and (iii) Bonus as per the Bonus Act-1965 along with Wage.
- 2. We will also pay ESI, PF (both Employer and Employee contributions) & Bonus amounts for total wages to be paid as mentioned in (i) & (ii) of point 1 and challans/ payment proof shall be produced along with invoices for all the respective persons engaged in the above contract.
- 3. The rates quoted against service charge in this tender will remain firm throughout the entire Contract period and no extra payment against service charges will be claimed from BHEL under any circumstances from our end.
- 4. We, the contractor, will disburse the salary/wages to all the persons engaged in the contract ONLY through nationalized banking channel in their respective accounts & the relevant Bank statement / proof for Bank payment will also be produced along with PF and ESI challans to the Welfare Section every month for processing our invoices for payment.
- 5. We will pay the previous month salary in full to our employees before 7th of every month and will not adjust with any advance/ loan /training cost / accommodation cost / repayment due by the employee to us.
- 6. All the payments to the persons engaged in the contract will be paid only through nationalized bank. No other mode of payment (hand payment / account transfer as advance payment or any other) is acceptable as salary.
- 7. In case we fail to pay the minimum wages to all the persons engaged in the contract which includes Minimum wages and Additional wages with ESI and PF (both Employee and Employer contributions) for every month including Bonus, BHEL has the right to recover from the outstanding payments to us either under this Contract or in any other Contract(s) or from Security Deposit or from both. In case this amount is insufficient for such recoveries, we shall make good the balance amount by actual payment. In addition, BHEL- Electronics Division, Bengaluru may recover the said amounts through other running contracts from BHEL's sister units.
- 8. We will obtain and submit Labour License (As applicable), PF and ESI Registration within 30 days from award of work.

(Contractor Signature with Seal)

ANNEXURE-C

A.EMD PAYMENT WIDE SBI-E COLLECT

This explains how to make Payments to BHEL-EDN, Bengaluru through SBI-E collect. Vendors (EMD and SD Payments payable by others) can utilise this facility. Payments can be made using Internet Banking, Debit Cards/Credit Cards etc. SBI Charges a minimum amount (Service Charge) for every transaction. This may vary according to the MODE selected.

STEP BY STEP PROCEDURE TO REMIT EMD / SD AGAINST TENDER NOTIFICATION:

Login to https://www.onlinesbi.com

- 1. Select State Bank Collect available on the top (pre login page)
- 2. Accept the terms and conditions and click "PROCEED"
- 3. Select State of Corporation / Institution as "KARNATAKA"
- 4. Type of Corporate / Institution as "PSU-Public Sector undertaking".
- 4. Select PSU-Public Sector Undertaking Name as "BHARAT HEAVY ELECTRICALS LIMITED" and click "SUBMIT".
- 5. In the next page, Select Payment Category as "OTHERS" and Sub Category as "EMD / SECURITY DEPOSIT" (As applicable), fill details correctly & click "SUBMIT".
- 6. If all details entered are correctly populated, click "CONFIRM "to proceed.
- 7. Make payment as per your convenience. (Options available are payment of fees through SBI Net Banking, State Bank ATM cum Debit Cards / Other Bank Debit / Credit Cards and through SBI Branches).
- 8. SAVE & Keep the copy of receipt for future reference.

PROCEDURE TO TAKE RECEIPT FOR A PAYMENT MADE, EVEN ON A LATER DATE:

(PLEASE CHECK THE STATUS BEFORE MAKING PAYMENT SECOND TIME)

- 1. Login to www.onlinesbi.com
- 2. Select State Bank Collect available on the top (pre login page)
- 3. Accept the terms and conditions and click "PROCEED"
- 4. Select "PAYMENT HISTORY "option available on the left side of screen.
- 5. Using two options as mentioned below, you can get the receipt:
- a. Type the same Date of Birth, Mobile Number which you have entered at the time of making payment through SB collect. Select the date range and submit.
- b. It you know the payment reference number, then enter the Reference number (DU...) along with anyone information (Date of Birth / Mobile number, which you have entered at the time of making payment). Select the date range and submit.
- 6. In the next page, take print out of receipt.

A.1: EMD / SD amount may be remitted through NEFT/ RTGS to BHEL account as per following detail:

Name of Bank: State Bank of India

Branch: Chandra Layout Branch, Bangalore 40

IFSC code: SBIN0004051
Account Number: 31467498356
Account type: Current Account

Annexure - D

Date: 01.07.2022

ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS TRANSFER

To	THE PURCHASE/CONTRACT EXECUTIN	G AGENCY/BHEL
1	NAME & ADDRESS OF THE SUPPLIER SUBCONTRACTOR	/
2	VENDOR CODE assigned by BHEL	
	<u>D</u>	Details of Bank Account:
3	NAME & ADDRESS OF THE BANK	
4	NAME OF THE BRANCH	
5	BRANCH CODE	
6	MICR CODE	
7	ACCOUNT NUMBER	
8	TYPE OF ACCOUNT	CURRENT A/C / OD / CASH CREDIT
9	BENEFICIERY'S NAME	
10	IFSC CODE OF THE BRANCH	
11	EMAIL ID	
12	TELEPHONE/MOBILE NO.	
LIM abo a v	ITED by the National Electronic Funds ve mentioned Bank Account. I / We also alid discharge of the liability of Bhar	ceive the payments due from BHARAT HEAVY ELECTRICALS is Transfer and/or RTGS Transfer mode by credit to my / our or agree that payments made to the above mentioned Account is rat Heavy Electricals Limited. I / We also agree to bear the ode of transfer. A copy of the cheque leaf/cancelled cheque h. AUTHORISED SIGNATORY WITH NAME SEAL
	В	anker's Certification
acco	ount number of	ving RTGS and NEFT credits and we further confirm that the the authorized signatory and the MICR and IFSC codes of our
PLA	ACE:	(Manager / Officer's)
DA'	ΓE: Sig	nature Under Bank stamp and Name Seal with Membership No. (Telephone / Mobile No)
For	warded to Accounts Dept. We confirm the	above details are verified with the records available with us.

Page **58** of **69**

Signature of the BHEL Executive with Name Seal (Operating the Contract/Services)

ANNEXURE-E

PROFORMA OF BANK GUARANTEE (in lieu of EARNEST MONEY) (On non-Judicial stamp paper of appropriate value)

Bank Guarantee No
Date

To BHARAT HEAVT ELECTRICALS LIMITED ELECTRONICS DIVISION, BANGLAORE-560026

Dear Sirs.

In accordance with the terms and conditions of Invitation for Bids/Notice Inviting Tender Ref No: BHEL-EDN/ CCD/GH_TF-HOUSEKEEPING -EDN/ NIC-03/22-23 / Date: 01.07.2022 (Clause B: Pre- qualification Criteria: Earnest Money Deposit (EMD)), M/s. having its registered "WORKS CONTRACT FOR HOUSEKEEPING AND CATERING SERVICES AT BHEL-EDN GUEST HOUSE AND TRANSIT FLAT AT BHEL-EDN TOWNSHIP, ATTIGUPE ,BANGALORE FOR TWO YEARS DURING 2022-24." invited by BHARAT HEAVT ELECTRICALS LIMITED, through its ELECTRONICS DIVISION Unit at BANGALORE-560026. The Tender Conditions provide that the Tenderer shall pay a sum of ₹ 2, 36,598/- (₹ Two Lakh Thirty six thousand five hundred ninety eight only) as Earnest Money Deposit in the form therein mentioned. The form of payment of Earnest Money Deposit includes Bank Guarantee executed by a Scheduled Bank. In lieu of the stipulations contained in the aforesaid Tender Conditions that an irrevocable and unconditional Bank Guarantee against Earnest Money Deposit for an amount of ₹ 36,598.00/- (₹Thirty six thousand five hundred ninety eight only is required to be submitted by the Tenderer as a condition precedent for participation in the said Tender and the Tenderer having approached us for giving the said Guarantee,

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding of ₹ 36,598.00/- (₹Thirty six thousand five hundred ninety eight only

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

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment hereunder

Tender Ref No: BHEL-EDN/ CCD/GH_TF-HOUSEKEEPING -EDN/ NIC-03/22-23 Date: 01.07.2022 and the Tenderer shall have no claim against us for making such payment. We Bank further agree that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Tender or to extend the time of submission of from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Tenderer and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Tenderer or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Tenderer or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us. The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Tenderer and notwithstanding any security or other guarantee that the Employer may have in relation to the Tenderer's liabilities. This Guarantee shall be irrevocable and shall remain in force up to and including 31.12.2022 and shall be extended from time to time for such period as may be desired by the Employer. This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Tenderer but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms hereof. However, unless a demand or claim under this Guarantee is made on us in writing on or before the 31.03.2023 we shall be discharged from all liabilities under this Guarantee. We, Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing. Notwithstanding anything to the contrary contained hereinabove: a) The liability of the Bank under this Guarantee shall not exceed of ₹ 36,598.00/- (₹Thirty six thousand five hundred ninety eight only b) This Guarantee shall be valid up to 31.12.2022. c) Unless the Bank is served a written claim or demand on or before 31.03.2023 all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank We, ______ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank. For and on behalf of (Name of the Bank) Date..... Place of Issue.....

Note:

- 1. BG should be valid for six months from the date of tender submission.
- 2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/Supplier /Bank issuing the guarantee.
- 3. In Case of Bank Guarantees submitted by Foreign Vendors
- a. From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India) can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.
- b. From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor Country's Bank)
- B.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by any of the Consortium Banks only will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favor of the Indian Bank's (BHEL's Consortium Bank) branch in India. It is advisable that all charges for issuance of Bank Guarantee/ counter-Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.
- B.2 In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at sl.no. b.1 will required to be followed.
- B.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). The BG Format provided to them should clearly specify the same.

ANNEXURE-F

LIST OF CONSORTIUM BANKS					
SL NO.	NATIONALIZED BANKS	SL NO.	PUBLIC SECTOR BANKS		
1	STATE BANK OF INDIA	18	18 IDBI		
2	ALLAHABAD BANK				
3	ANDHRA BANK	SL NO.	PRIVATE BANKS		
4	BANK OF BARODA	19	AXIS BANK		
5	CANARA BANK	20	HDFC		
6	CORPORATION BANK	21	ICICI		
7	CENTRAL BANK	22	THE FEDERAL BANK LIMITED		
8	INDIAN BANK	23	KOTAK MAHINDRA BANK		
9	INDIAN OVERSEAS BANK	24	INDUSIND BANK		
10	ORIENTAL BANK OF COMMERCE	25	YES BANK		
11	PUNJAB NATIONAL BANK				
12	PUNJAB & SINDH BANK	SL NO.	FOREIGN BANKS		
13	SYNDICATE BANK	26	CITI BANK N.A		
14	UCO BANK	27	DEUTSCHE BANK AG		
15	UNION BANK OF INDIA	28	HSBC		
16	UNITED BANK OF INDIA	29	STANDARD CHARTERED BANK		
17	VIJAYA BANK	30	J P MORGAN		

ANNEXURE-II

Date: 01.07.2022

PART-II (PRICE BID) (For Reference)

SL NO	DESCRIPTION	UOM	QTY	Estimate Rate	VALUE	
A	Payment towards Minimum Wage, PF, ESI and Bonus to workmen engaged for Housekeeping and Catering as per scope of work.					
A.1	Payment towards Wage (Un-Skilled workers) (1 Nos. per day)	Man day	790	654.66	517,181.40	
A.2	Payment towards Wage (Semi Skilled workers) (7 Nos. per day)	Man day	5530	718.45	3,973,028.50	
A.3	Payment towards Wage (Skilled workers) (2 Nos. per day)	Man day	1580	782.86	1,236,918.80	
A.4	Payment towards Wage (Highly Skilled workers) (2 Nos. per day)	Man day	1580	852.18	1,346,444.40	
A.5	Statutory Payment towards PF @ 13% of Basic wage or Maximum wage ceiling of ₹ 15000 per month whichever is less to Un skilled Worker	Basic Wage	360,000.00	13.00%	46,800.00	
A.6	Statutory Payment towards PF @ 13% of Basic wage or Maximum wage ceiling of ₹ 15000 per month whichever is less to Semi Skilled Worker	Basic Wage	2,520,000.00	13.00%	327,600.00	
A.7	Statutory Payment towards PF @ 13% of Basic wage or Maximum wage ceiling of ₹ 15000 per month whichever is less to skilled Worker	Basic Wage	720,000.00	13.00%	93,600.00	
A.8	Statutory Payment towards PF @ 13% of Basic wage or Maximum wage ceiling of ₹ 15000 per month whichever is less to Highly Skilled Worker	Basic Wage	720,000.00	13.00%	93,600.00	
A.9	Statutory Payment towards ESI @ 3.25% of Gross wage for skilled Worker	Gross Wage	493,613.64	3.25%	16,042.44	
A.10	Statutory Payment towards ESI @ 3.25% of Gross wage for skilled Worker	Gross Wage	3,791,979.10	3.25%	123,239.32	

A.11	Statutory Payment towards ESI @ 3.25% of Gross wage for skilled Worker	Gross Wage	1,180,552.88	3.25%	38,367.97
A.12	Statutory Payment towards insurance premium of Gross wage for Highly Skilled Worker plus reliever (Insurance @ ₹ 3600/- per annum for Highly skilled plus reliever)	No.	4	3,600.00	14,400.00
A.13	Statutory Payment towards Bonus@ 8.33% of Basic wage for un skilled Worker	Gross Wage	493,613.64	8.33%	41,118.02
A.14	Statutory Payment towards Bonus@ 8.33% of Basic wage for Semi skilled Worker	Gross Wage	3,791,979.10	8.33%	315,871.86
A.15	Statutory Payment towards Bonus@ 8.33% of Basic wage for skilled Worker	Gross Wage	1,180,552.88	8.33%	98,340.05
A.16	Washing allowances @ ₹ 125 /- per month	No.	288	125.00	36,000.00
Pay	yment towards Minimum wage, PF, ESI	, washing a	llowance and B	onus (A1)₹	8,318,552.76
A.17	Supply and issue of 2 set of Uniform (Terricot) for Gents of approved quality and colour including stitching charges (Each set: 2 Pants + 2 Shirts).	Set	12	1,450.00	17,400.00
A.18	Supply and issue of 01 pair of safety shoes of Liberty Warrior make with 2 sets of socks for male contract labours (Each: 01 pair for every 02 years)	Set	12	1,300.00	15,600.00
	33,000.00				
Vendors service charge towards supply of manpower for Housekeeping and Catering services (A3) ₹					To be quoted by Bidder
Total charges towards supply of manpower for Housekeeping and Catering services (A=A1+A2+A3) ₹					
В	Supply of Housekeeping consumab	les for BH	EL-EDN Guest	House and T	ransit Flat
B.1	Wheel Powder	Kg	120.00		
		l			

B.2	Phenol	Litre.	288.00	
B.3	Soap Oil	Litre.	120.00	
B.4	Perfume Liquid for floor cleaner	Litre	120.00	
B.5	Toilet Roll	Nos	600.00	
B.6	Naphthalene Balls	Kg	48.00	
B.7	Garbage Bag	Nos	2,400.00	
B.8	Mop with Stick and Cloth	Nos	120.00	
B.9	Soft Brooms	Nos	120.00	
B.10	Coconut Brooms	Nos	48.00	
B.11	Toilet Cleaning Bruch(Round)	Nos	96.00	
B.12	Scrubber for Cleaning Bathroom	Nos	384.00	
B.13	Bathroom Tiles Cleaning Brush(Big)	Nos	72.00	
B.14	Harpic (Toilet Cleaner 500 ml)	Nos	240.00	
B.15	Colin(Glass Cleaner 500 ml)	Nos	120.00	
B.16	Mop Stick Wiper	Nos	120.00	
B.17	Odonil(Air Freshner)	Nos	360.00	
B.18	Dettol Hand Wash	litre	120.00	
B.19	Mopping Cloth	Nos	336.00	
B.20	Good night(Mosquito Repellent) Machine with Liquid	Nos	360.00	
B.21	Room Freshener	Nos	48.00	
	Payment towa	rds House	keeping consumables (B) ₹	
С	Supply of Guest House amenities for	or BHEL-E	DN Guest House and Trans	sit Flat
C.1	Tooth Paste 40 gm.	Nos	4,800.00	

C.2	Tooth Brush	Nos	4,800.00	
C.3	Coconut Oil Sachets 2.25 ml	Nos	6,000.00	
C.4	Bath Soap 43 gms	Nos	6,000.00	
C.5	Shampoo Sachets 6 ml	Nos	6,000.00	
C.6	Hair Comb	Nos	240.00	
C.7	Talcum Powder 25 gm.	Nos	240.00	
C.8	Tongue Cleaner	Nos	240.00	
C.9	Razor(Disposable)	Nos	240.00	
C.10	Shaving Cream	Nos	240.00	
C.11	Bath Soap-Regular	Nos	240.00	
C.12	Shampoo Bottle 72 ml	Nos	240.00	
C.13	Coconut Oil Bottle 25 ml	Nos	240.00	
C.14	Cold Cream- 6 gms	Nos	240.00	
C.15	Shoe Shiner	Nos	240.00	
C.16	Shaving Foam 50 gms	Nos	192.00	
C.17	Body Lotion 20 ml	Nos	192.00	
	Payment	towards G	uest House amenities (C)₹ -
D	House Linen Laundry for BHEL-ED	N Guest Ho	ouse and Transit Flat	
D.1	Bed Sheet-Double	Nos	2,640.00	
D.2	Bed Sheet-Single	Nos	4,320.00	
D.3	Bath Towel- Big	Nos	3,840.00	
D.4	Hand Towel	Nos	3,600.00	

D.5	Pillow Cover	Nos	4,320.00	
D.6	Blankets	Nos	240.00	
D.7	Bath Mats	Nos	288.00	
D.8	Bath Towel- Small	Nos	240.00	
D.9	Napkin	Nos	360.00	
D.10	Curtain	Nos	240.00	
D.11	Duvet Cover	Nos	96.00	
	Paymen	t towards l	House Linen Laundry (D) ₹	
E	Catering services for BHEL-EDN Gu	iest House	e and Transit Flat	
E.1	Breakfast including Coffee/Tea/Milk	Nos	7,200.00	
E.2	Lunch/Dinner-Veg Meals-Per Head(Un-limited)	Nos	7,728.00	
E.3	Fresh Filter Coffee/Pred Tea /Milk (180 ml (PS: For Tea, Tetley or Brooke Bond or Taj brand Tea bags to be used. In case of Coffee, fresh filter coffee to be served.)	Nos	7,440.00	
E.4	Fresh Fruit Juice(250 ml)	Nos	360.00	
E.5	Cornflakes with milk & Sugar	Nos	240.00	
E.6	Wheat Bread toast with Jam & Butter (4 Slices)	Nos	720.00	
E.7	Vegetable sandwich (4 Slices)	Nos	1,440.00	
E.8	2 Egg omelets / scrambled egg with two pieces of brown bread	Nos	3,120.00	
E.9	Mineral water (reputed brand like Bisleri, Kinley, Aquafina, Kingfisher) 1 Litre	Nos	360.00	
E.10	Mineral Water (reputed brand like Bisleri, Kinley, Aquafina, Kingfisher) 1/2 litre	Nos	720.00	

E.11	Medium size idly, Sāmbhar, chutney	Nos	3,360.00	
E.12	Medium size Vada, Sāmbhar chutney	Nos	2,640.00	
E.13	Masala Dosa/Uthappam (02 no's)	Nos	2,880.00	
E.14	Poori Sagoo	Nos	480.00	
E.15	Any Vegetable soup	Nos	480.00	
E.16	Chapatti/Tandoor Roti/Poori	Nos	1,920.00	
E.17	Vegetable Curry	Nos	240.00	
E.18	Vegetable Salad (tomato, cucumber, onion, lemon etc.)	Nos	480.00	
E.19	Vegetable Noodles	Nos	360.00	
E.20	Vegetable Fried Rice / Pulav/Jeera Rice/Bisibele Bath /Pongal etc.	Nos	360.00	
E.21	Plain Rice	Nos	240.00	
E.22	Curd Rice -one plate	Nos	360.00	
E.23	Vegetable bajji/vegetable cutlet/bread pakoda with tomato chutney	Nos	960.00	
E.24	Onion Pakoda	Nos	480.00	
E.25	Upma/shavige bath with Coconut Chutney	Nos	1,440.00	
E.26	Egg Curry(02 eggs)	Nos	240.00	
E.27	Egg Fried Rice/biryani	Nos	240.00	
E.28	Jamoon/Carrot Halwa/Payasam(02 medium size jamoons/150 gms)	Nos	240.00	
E.29	Ice Cream (of approved brand like Arun, Kwality)	Nos	240.00	
E.30	Fresh Lime Juice with Salt /Sugar	Nos	480.00	
E.31	Cut Fruit (Mixed)	Nos	480.00	

E.32	Fresh milk Nandini/Dodla (PER Glass)	Nos	360.00		
E.33	BUFFET LUNCH-(25 TO 50 PERSONS) 02 EVENTS	Nos	2.00		
E.34	BUFFET Lunch- (51 TO 100 PERSONS) 01 EVENTS	Nos	1.00		
Total value towards Housekeeping and Catering Services (F= A+B+C+D+E) ₹					
Goods and Services Tax (GST) @ 18% of F(G) ₹					
Total Value Including GST(H=F+G) ₹					