



भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited

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

**निविदा आमंत्रण सूचना / NOTICE INVITING TENDER
(SINGLE TENDER)**

To,

M/s TLS Day Care
B-31, Sector-36, NOIDA-201301
Uttar Pradesh-India

Sir/Madam,

Bharat Heavy Electricals Limited, (a Public Sector Enterprise) having its Corporate/Registered Office at BHEL House, Siri Fort, New Delhi-110049 invites offer in sealed cover under one-part bid system (Techno commercial Part & Price Part) for **"running & managing Crèche Facility at BHEL-Township located at Sector-17, NOIDA, U.P. for 03 months"**.

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

SCHEDULE TO TENDER

1.	Tender Reference No.	AA: GAX:21:CF:101
2.	Date of Issue of Tender:	25/03/2022
3.	Tender Title:	Tender for running & managing Crèche Facility at BHEL-Township located at Sector-17, NOIDA, U.P.
4.	Name of BHEL Units where work is to be carried out	BHEL-TOWNSHIP, NOIDA
5.	Last date/ time for receipt of tender:	28/03/2022 by 03:00 PM
6.	Date/ time of opening of (Part-I):	28/03/2022 at 03:30 PM
7.	Place of Submission of Tender / Bid:	Tender Box, placed at the reception of Corporate Office, BHEL House, Siri Fort, New Delhi-110049
8.	Tender will be opened at:	Corporate Office, BHEL House, Siri Fort
9.	Date/Time of price bid opening / Conducting Reverse Auction:	Will be intimated separately.
10.	EMD (₹):	₹3300/- In favour of BHEL, Payable at New Delhi.
11.	Minimum Validity of tender offer:	60 days from the due date of submission of offer
12.	Scope of Work:	Running & managing Crèche
13.	Duration of Contract:	Three Months

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

Thanking you,

For & on behalf of
Bharat Heavy Electricals Ltd.



Meenat Thakran
25/03/2022
(Meenat Thakran)

Dy. Manager (HR-GAX & ISMG)

E-mail: meenat@bhel.in

Mobile No.: 9625062397/011-66337401

TABLE OF CONTENTS/ INDEX

SECTIONS/ANNEXURES	Contents	Page No.
	NOTICE INVITING TENDER	1
	TABLE OF CONTENTS	2
I	GENERAL CONDITIONS OF TENDER	3-11
II	SCOPE OF WORK/ SERVICES	12-26
III	SPECIAL TERMS & CONDITIONS	27-29
IV	COMMERCIAL TERMS & CONDITIONS	30-34
V	DOCUMENTS REQUIRED	35
VI	PROCEDURE FOR SUBMISSION OF TENDER	36
Annexure-A	NO DEVIATION CERTIFICATE	37
Annexure-B	DECLARATION CERTIFICATE	38
Annexure-C	PRICE-BID	39



M. Heskian
25/03

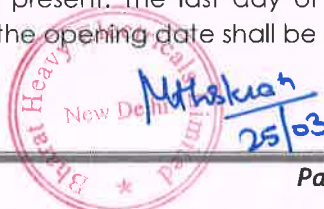
SECTION-I
GENERAL CONDITIONS OF TENDER

1.1. DESPATCH INSTRUCTION

- 1.1.1 **All pages of the tender documents shall be duly signed, stamped and submitted along with the offer in token of complete acceptance thereof.** The information furnished shall be complete by itself. The bidder is required to furnish all the details and other documents as per the tender terms & conditions.
- 1.1.2 All documents submitted by the Bidder in his submission shall be accompanied with a covering letter giving index interlinking all the documents, which shall be numbered page wise.
- 1.1.3 Bidder is advised to study complete tender documents carefully. Submission of tender by bidder shall be deemed to have been done after careful study, examination of the tender document and with the full understanding of the implications thereof. If the bidders have any doubt about the meaning of any portion of the Tender Specification or find discrepancies or omissions in the tender document issued or require clarification on any of the technical aspects, scope of work etc., he/she shall at once, contact the authority inviting the tender for the same, well in time (so as not to affect last date of submission) before the submission of the tender or else, BHEL's interpretation shall prevail & shall be binding on the bidder. Bidder's request for clarifications shall be with reference to Sections and Clause numbers given in the tender document. The specifications, terms and conditions shall be deemed to have been accepted by the bidder in his offer. Non-compliance with any of the requirements and instructions of the tender enquiry may result in the rejection of the bid.
- 1.1.4 All entries in the tender documents should be in one ink.
- 1.1.5 Bid should be free from correction, overwriting, using corrective fluid etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection.

1.2. SUBMISSION OF BIDS

- 1.2.1 Bidder must submit their bids as per instructions in the NIT i.e. Bids shall be strictly in accordance with the tender specifications.
- 1.2.2 Bid submitted by post shall be sent by 'REGISTERED POST / COURIER' and shall be posted with due allowance for any postal/courier delays. BHEL takes no responsibility for delay, loss or non-receipt of bids sent by post/courier. The bid received after the specified time of their submission are treated as 'Late Bid' and shall not be considered under any circumstances.
- 1.2.3 After/during the scrutiny of technical bids, bidder(s) may be asked to attend meeting(s) for clarifications, if any.
- 1.2.4 **Tender Opening:** Tender shall be opened at BHEL House, Siri Fort, New Delhi on appointed date & time (or the extended date/ time, if any) by representatives of Contracting deptt. and Finance deptt. in the presence of representatives of contractors who would like to be present. The last day of submission (or the extended date of submission) and the opening date shall be same.



1.2.5 **Price-Bid Opening:** The price bid shall be opened on the due date and time in the presence of representatives of bidder and BHEL if all required documents are found in line with BHEL requirement as per respective clause.

1.2.6 Before submission of Offer, the bidder is advised to inspect the site of work and the environments and be well acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour, means of transport and access to Site, accommodation, etc. Visit shall be made on any working day between 9:00AM to 05:30 PM with prior intimation. No claim will be entertained later on the grounds of lack of knowledge of any of these conditions.

1.3. **LANGUAGE**

1.3.1 All correspondence and documents relating to the bid exchanged by the Bidder and BHEL shall be written in the English language. Any printed literature/certificate/any other document furnished by the Bidder may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purpose of interpretation of the Bid the English translation shall prevail.

1.3.2 Currencies of Bid & Payment: Indian Rupees (₹) only.

1.4. **TENDER EVALUATION / EVALUATION OF BIDS:** Tender evaluation shall be carried out on the basis of technical specifications and commercial terms & conditions specified in the tender document and changes thereof, if any, shall be communicated to the bidder before bid opening. Price Bid of bidder shall only be opened through the conventional price bid opening.

1.5. **VALIDITY OF OFFER:** Offers shall remain valid for **60 days'** period from the due date of submission of bid (including extension, if any). In case BHEL calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the bidder.

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

1.6.1 Contractor's/ supplier's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor/ supplier including unexecuted portion of work/ supply does not appear to be executable within balance available period (#) considering its performance of execution.

1.6.2 Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.

1.6.3 Non-completion of work/ Non-supply by the Contractor/ supplier within scheduled completion/delivery period as per Contract or as extended from time to time, for the reasons attributable to the contractor/ supplier.

1.6.4 Termination of Contract on account of any other reason (s) attributable to Contractor/ Supplier.

- 1.6.5 Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
- 1.6.6 Non-compliance to any contractual condition or any other default attributable to Contractor/ Supplier.

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

1.6.7 Risk and Cost against Balance Work:

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

Where,

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

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

H = Overhead Factor to be taken as 5

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

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

1.7. EARNEST MONEY DEPOSIT (EMD):

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

- Each tenderer, participating in the tender, has to deposit/furnish EMD of **₹3300/-** in the following forms (along with the offer) in full: Cash deposit as permissible under the extant Income Tax Act (before tender opening);
- Banker's cheque/ Pay order/ Demand draft, **in favour of BHEL** (along with offer), **payable at New Delhi**;
- EMD can also be accepted in the form of FDR issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).
- Electronic Fund Transfer credited in BHEL account (before tender opening);

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

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

1.7.2 EMD by the tenderer will be forfeited, if:

- i) After opening the bid and within the offer validity period, the tenderer revokes his offer or makes any modification in his bid which is not acceptable to BHEL.
 - ii) The Contractor fails to deposit the required Security Deposit or to commence the work within the period as per LOI / Work Order.
 - iii) EMD by the tenderer shall be withheld in case any action on the bidder is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited / released based on the action as determined under these guidelines.
- 1.7.3 EMD given by all unsuccessful tenderer shall be refunded normally within fifteen days from award of contract.
- 1.7.4 EMD shall not carry any interest.
- 1.7.5 Each bid shall be accompanied with a separate envelope carrying EMD, failing which the bid will be liable to be rejected.

1.8. **SECURITY DEPOSIT:**

- 1.8.1 Security Deposit means the security provided by the Contractor towards fulfilment of any obligations in terms of the provisions of the contract. The total amount of Security Deposit will be 5% of the total contract value. Upon acceptance of tender, the successful bidder must submit the security deposit in any of the following forms:
- i) Cash (as permissible under the extant Income Tax Act)
 - ii) Local cheque of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
 - iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act.
 - iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).
 - v) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).
- 1.8.2 **COLLECTION OF SECURITY:** At least 50% of the required Security Deposit, including the EMD, shall be collected before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected. If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor. The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work.
- 1.8.3 The security deposit shall not carry any interest.
- 1.8.4 EMD of successful tenderer will be retained as part of Security Deposit.

- 1.8.5 The validity of Security Deposit shall be initially up to the validity of contract + one months, and the same shall be kept valid by proper renewal till the acceptance of Final Bills of the Contractor, by BHEL.
- 1.8.6 BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the Contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off the Security Deposit against any claims of other contracts of successful bidder with BHEL.
- 1.8.7 **RETURN OF SECURITY DEPOSIT:** Security Deposit shall be refunded / Bank Guarantee(s) will be released to the Contractor upon fulfilment of all the Contractual / Statutory obligations or after 01 (one) month from the date of completion of the contract whichever is later, after deducting all expenses / other amounts due to BHEL under the contract.
- 1.8.8 **BANK GUARANTEES:** Wherever Bank Guarantee is to be furnished / submitted by the Contractor, the following shall be complied with
- i) Bank Guarantee shall be from Scheduled Banks / Public Financial Institutions as defined in the Companies Act.
 - ii) The Bank Guarantee shall be as per prescribed formats.
 - iii) It is the responsibility of the contractor to get the Bank Guarantee revalidated / extended for the required period, as per the advice of BHEL. BHEL shall not be liable for issue of any reminders regarding expiry of the Bank Guarantee.
 - iv) In case the Bank Guarantee is not extended before the expiry date, BHEL reserves the right to invoke the same by informing the concerned Bank in writing, without any advance notice/communication to the concerned contractor.
 - v) Bidders to note that any corrections to Bank Guarantee shall be done by the issuing Bank, only through an amendment in an appropriate non-judicial stamp paper.
- 1.8.9 Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case delay in submission of performance security, enhanced performance security which would include interest (SBI rate +6%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time first bill become due, the amount of performance security shall be recovered as per terms defined in NIT, from the bills along with due interest.

1.9. **REJECTION OF BIDS**

- 1.9.1 BHEL reserves the right to accept or reject the bid with or without deviation or cancel / withdraw the invitation for bid without assigning any reason whatsoever and in such case, bidder shall have no claim arising out of such action by BHEL. The acceptance of bid will rest with BHEL, not binding itself to accept the lowest tender.
- 1.9.2 Unsolicited bids, bids which are incomplete or not in the form specified or defective or have been materially altered or not in accordance with the tender conditions, specifications etc., are liable to be rejected.
- 1.9.3 If a bidder who is a proprietor expires after the submission of his bid or after the acceptance of his bid, BHEL may at their discretion, cancel such a bid. If a

partner of a firm expires after the submission of tender or after the acceptance of the tender, BHEL may then cancel such tender at their discretion, unless the firm retains its character.

- 1.9.4 If the bidder deliberately gives wrong information in his bid, BHEL reserves the right to reject such bid at any stage or to cancel the contract if awarded and forfeit the Earnest Money/Security Deposit/any other money due.
- 1.9.5 Canvassing in any form in connection with the bids submitted by the Bidder shall make his offer liable to rejection.
- 1.9.6 In case the Proprietor, Partner or Director of the Company/Firm submitting the tender, has any relative or relation employed in BHEL, the authority inviting the tender shall be informed of the fact along with the Offer. Failing to do so, BHEL may, at its sole discretion, reject the tender or cancel the contract and forfeit the Earnest Money / Security Deposit.

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

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

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

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

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

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

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on <http://www.bhel.com> and/or under applicable legal provisions".

- 1.11. The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to **BHEL Fraud Prevention Policy** displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.



- 1.12. The bid submitted by a techno commercially qualified bidder shall become the property of BHEL who shall be under no obligation to return the same to the bidder.
- 1.13. Any discount/ revised offer submitted by a bidder on its own shall be accepted provided it is received on or before the due date and time of offer submission. The discount shall be applied on pro-rata basis to all items unless specified otherwise by the bidder.
- 1.14. In case of changes in scope and/ or technical specifications and/ or commercial terms & conditions, having price implications, techno-commercially acceptable bidders shall be asked by BHEL (after freezing the scope, technical specifications and commercial terms & conditions) to submit the impact of such changes on their price bid. A suitable cut-off date and time should be given to all the techno-commercially acceptable bidders to submit the impact on their price bids.
- 1.15. In the event of any bidder, after finalizing the technical specification & scope of supply, opting to revise and submit their latest price bid instead of submitting impact on their price bid asked by BHEL, then their original price (i.e. the previous bid) shall also be opened to know the price impact.
- 1.16. BHEL shall not be responsible for any expense incurred by bidders in connection with the preparation & delivery of their bids, site visit, participating in the discussion and other expenses incurred during the bidding process.
- 1.17. The tender schedule and the tender shall be deemed to form an integral part of the contract to be entered into for this work. All the terms & conditions mentioned in this tender document shall form a part of the Agreement, which shall be executed between the successful bidder and BHEL, before commencement of the contract.
- 1.18. The Contractor will be abiding to execute the work assignments on Job Contract basis strictly in accordance with the terms and conditions of the NIT.
- 1.19. The Contractor will be responsible for the quality of the job and will immediately rectify the deficiency pointed out in the job performed.
- 1.20. **SUBLETING:** The Contractor should not sub-contract part or complete work detailed in the tender specification undertaken by him without written permission of BHEL. The Contractor is solely responsible to BHEL for the work awarded to him.
- 1.21. **TERMINATION OF CONTRACT ON DEATH:** Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the accepting officer shall have the option of terminating the contract without compensation to the contractor's authorized survivors.
- 1.22. **RECOVERY FROM CONTRACTOR:** Whenever under the contract, any sum of money shall be recoverable from or payable by the contractor, the same may be deducted from any sum then due or which at any time thereafter may become due to the contractor under the contract or under any other contract with BHEL or from his security deposit, or the contractor shall pay the claim on demand without any terms & conditions.
- 1.23. **POST TECHNICAL AUDIT OF WORK & BILLS:** BHEL reserves the right to carry out a post payment audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc. and to enforce recovery of any sums becoming due as a result thereof in the manner provided into the proceeding sub-paragraph provided however, that no such recovery shall be enforced after three years of passing the final bill.



- 1.24. **SECURITY OF CONFIDENTIAL INFORMATION:** The Contractor undertakes and agrees that he or any of his workforce deployed, 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.
- 1.25. Lowest "Charge/Cost" received against the Tender need not be acceptable to BHEL and in that case BHEL would not consider the same for Award of Contract. BHEL would negotiate or re-float the Tender if L1 price is not the lowest acceptable price to them inter-alia other reasons.

SETTLEMENT OF DISPUTES

- 1.26. **CONCILIATION:** If at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, execution, effect, interpretation or breach of the Contract, which the Parties are unable to settle mutually, arise inter-se the Parties, the same may be referred by either Party to Conciliation to be conducted through Independent Experts Committee (IEC) to be appointed by competent authority from the BHEL Panel of Conciliators.

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

1.27. **ARBITRATION:**

- 1.27.1 In case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by BHEL.

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

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

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

Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.

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

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

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

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

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

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

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

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



SECTION-II**SCOPE OF WORK / SERVICES****2.00 OBJECTIVES OF CRÈCHE:**

- To provide Crèche facilities for children (06 months to 04 years).
- For promoting physical, cognitive, social & emotional development (Holistic Development) of children.

2.01 NUMBER OF BENEFICIARIES AND FUNCTIONARIES: The number of children in the crèche would be approximately 15. It is important that adequate trained workforce should be available to provide crèche facilities and to supervise the functioning of the crèche. Accordingly, minimum deployment of workforce by Contractor at the crèche should be as under:

Age group of children	Tentative No. of children to be enrolled	No. of Supervisor	No. of Ayahs
Infants (6 months- 1 Year) Pre –Toddlers- (1 Year-2 Years) Toddlers- (2 Years-3 Years) Nursery – (3 Years-4 years)	15	1	2-3

Other requirements can be customized as per the need. To maintain the standards of care, the Supervisor & Ayahs should have minimum qualifications & requisite training (as mentioned at S. No. 2.18), so as to enable them to understand and cater to the children's individual needs and developmental capabilities. Thus, the contractor should engage only such workforce in the crèches who are trained. In any case, the agency / contractor observes that above mentioned number of workforce needs to be increased for smooth functioning of crèche for 15(+/- 30%). No. of children, then same may be increased without any extra cost to BHEL.

2.02 CRÈCHE TIMINGS: Timing for operation of the Crèche shall be from **08:00 AM to 06:30PM** from Monday to Saturday.

2.03 CRÈCHE CLOSING DAYS: Crèches shall be closed on **Sunday, 2nd & last Saturday of the calendar month, National Holidays and BHEL' Holidays.**

2.04 SERVICES: The Contractor will provide an integrated package of the following services:

- Running & Managing Crèche (including Sleeping Facilities);
- Early Stimulation for children below 3 years and Pre-school Education for 3 to 4 years old children;
- Quarterly PTMS;
- Birthday Celebrations of Kids;
- Monthly In-house Events related to the theme of the month;
- Structured healthy and safe environment-equipped with all safety and security measures;
- Orientation for all the new Joiners;
- Monthly In-house Training Programs/Events for Kids;
- Massage for infants etc.

2.05 GROWTH MONITORING: The growth of children should be regularly monitored and recorded in separate growth charts for boys and girls, which should be maintained by Contractor / Agency as per the new WHO child growth standards. Children in the age

group 6 months to 3 years may be weighed on a monthly basis and children in the age-group 3 to 4 years may be weighed once in a quarter.

- 2.06 **MEDICINE & FIRST AID KIT:** Basic general medicines (as decided by BHEL-Corp. Medical Group) & diapers for emergency purpose shall be made available by the contractor at Crèche. The Crèche must at all times be equipped with basic First Aid & Medicine Kit containing (pediatrics medicines) for common ailments like fever, body ache, vomiting, cough and cold, diarrhea, ear-ache, eye infection, stomach ache, worm infestation etc. and Band-Aids/ bandages, cotton wool and disinfectants for minor injuries. ORS packets, scissors, thermometer and antiseptic ointment should also be part of the medicine kit. Further, in case of serious illness, the contractor shall immediately inform BHEL's designated representative available at Estate-Office, BHEL Township, NOIDA. In case of any mishaps and accidents, parent of the concerned child as well as the authorized representative of BHEL shall be immediately informed over phone and child must be provided emergency medical assistance and first aid.
- 2.07 Medical facility / Emergency Services will be provided by BHEL's Dispensary located at BHEL-Township, NOIDA. Contact details of Doctors & other Staff of BHEL-Dispensary shall be taken by the Contractor from BHEL's designated representative available at Estate-Office, BHEL Township, NOIDA.
- 2.08 **ACCIDENT AND ILLNESS:** A record should be kept of all accidents, injuries and illnesses to assist in any insurance claims or the outbreak of contagious diseases. If a child is injured in more than a minor way, or falls ill, the parent or guardian should be contacted immediately. If the child is suffering from an infectious disease like chicken pox or conjunctivitis the child should not be sent to the crèche. The crèche supervisor is at perfect liberty to refuse entry of the child. No child should be allowed to use the crèche facility if he/she is suffering from any kind of infections / illness, like Viral Infection, diarrhoea, conjunctivitis and sickness (must be free of infection for last 48 hours). If the child is prone to wheezing, parents should inform the crèche supervisor the kind of attention to be given and demonstrate the use of an inhaler. If the child has a cold, Ayah will use tissues for wiping the running nose. If child has a fever over 100 F, 1-2 vomiting episodes or diarrhoea, chicken pox or conjunctivitis, the child should not be sent to the crèche. If the child becomes sick in the crèche, the parent will be informed and has to pick the child up in 2 hours' time. The child should come back to the crèche only if he/she is symptom free for 48 hours. This is to ensure that other children in the crèche especially infants are not exposed to illness that will affect them more seriously than that of an older child.
- 2.09 **MEDICATION:** Clear instructions need to be given by parents for proper administration of the prescribed drug if dose is required during the day. If a child has any cuts or bruises first aid will be given. The parents will be informed.
- 2.10 **HEALTH AND SAFETY**
- 2.10.1 **COMMUNICABLE DISEASES:** Due to the close contact children have with each other in a crèche service, they are more likely to catch each other's illnesses. It is therefore important that the crèche develops a policy for the exclusion of children from crèche services when they are suffering from specified infectious diseases. Children with infectious/contagious conditions should not be accepted into crèche. Such conditions include:
- Measles
 - Mumps
 - Chicken pox
 - Diarrhoea
 - Vomiting
 - Head lice
 - Conjunctivitis
 - Ring worm/tinea
 - Gastroenteritis.



2.10.2 **DISPENSING MEDICATIONS:** The Contractor / Agency should develop a policy regarding the dispensing of medication to children admitted in the crèche.

- Medication should be stored in a safe place, inaccessible to children.
- Medication must only be administered to the child for whom it has been prescribed, from a container bearing the child's name and with a current use-by date from its original packaging with the written permission of a parent/guardian. This permission and instructions for administration should be written on the sign in/sign-out book for the day of administration.
- A record of medication administered to the child while in crèche should be kept. This record should include the name of the medication, date, time and dosage, the name and signature of the person who administered the medication and the person who checked it.

2.11 **RECORDS AND REGISTERS:** The enrolment forms of children duly filled in by the parents should be available with the crèche-supervisor after the child is registered at the crèche. In addition, the contractor is required to maintain the following basic records and registers, which should be available for inspection at any time during the working hours of the crèche Centre: -

- Admission/ Enrolment register for recording profile of children and their parents including profession of both parents.
- Attendance register of children.
- Attendance registers of functionaries.
- Health checkups records including immunization of the child.
- Register for consumable and non-consumable items.
- Supplementary nutrition register for recording the food provided to the children.
- The medical record of children to be shared with doctor.
- Parent's meeting register.
- Visitors register.

2.12 **MONITORING OF CRÈCHES:** Regular and strict monitoring may be conducted at different levels to ensure effective running of the crèche and also to ensure that the beneficiaries are delivered services as envisaged in the crèche. Monitoring of crèches being run under the scheme may be conducted at following levels:

2.12.1 **MONITORING BY CONTRACTOR / AGENCY:** - The crèches should be regularly supervised by the Contractor / Agency. Supervision should not be just checking of records; guidance should be provided in running crèches. Record of such monitoring & supervision should be available at the crèche. The Contractor / Agency will ensure proper supervision of the functioning of crèches so that services of the prescribed standard are provided to the children. This will be ensured by way of regular periodic visits (both, planned as well as surprise visits) by the qualified / authorized official(s) of the Contractor / Agency.

2.12.2 **INSPECTION BY BHEL:** The crèche shall be inspected at any time by the official(s) authorized by BHEL. Files & records (Inventory list, Child record, Medical record, Withdrawal form, In and Out record of the kids and all the staff members, Incident Record Form, Medical certificates etc. and BHEL shall be given access to check them whenever they consider it necessary.

2.13 The facilities like games, toys etc. provided by Parents must be handled properly.

2.14 **GUIDELINES / POLICIES TO BE ISSUED BY AGENCY FOR PARENTS:** In order for children to be happier, safer and better cared for, the Contractor / Agency has to establish the following guidelines at Crèche:

- i. All families wishing to utilize the crèche facility must have a completed application on file for each child and be registered before they can be dropped off.
- ii. Parents using the crèche facility must agree to be volunteers or supporters of the crèche on a regular basis. Their level of support will depend upon their level of usage.
- iii. Parents are required to sign on attendance register when dropping off and picking up their children.
- iv. Parents will provide necessary items for the child viz: clothing, food etc. to be used in the crèche.
- v. Children will only be released to a properly identified and preauthorized adult.
- vi. Introduce yourself to crèche workers and handover your baby and necessary comforts to the crèche staff at the door.
- vii. It is the responsibilities of the parents to notify crèche-staff about any allergies, special instructions or medical needs for their children.
- viii. **Essentials bags:** Essentials bags (diapers, clothing, etc.) need to be clearly labeled with the name of the child. If, you have any special items that your child may need, please point them out to the crèche staff. Your essentials bag may need to contain all the items required for a change (diaper, creams, baby powder, wipes, etc.) Extra diaper(s), Bottle or cup as needed, Pacifier or other item your child may find comforting, Change of clothes.
- ix. Please help to keep crèche a safe place for everyone by holding your child back if any of the symptoms like Runny nose, colored discharge from eyes, Coughing/sneezing, Chest Congestion/labored breathing, Diarrhea/vomiting within the past 24 hours, Fever, Excessive crying, Contagious disease (i.e. Chicken Pox/Pink Eye) are present.
- x. The crèche should welcome parent participation in the activities or operations of the crèche should discuss their interest with the crèche -supervisor, who in turn can advise them of what opportunities are available.
- xi. At least once in a quarter, conduct crèche parents meeting. This is to address any issues that arise during the quarter.
- xii. Parents of enrolled children may visit the crèche at any time; however, respect the Crèche-Staff's opinion if it will disrupt the peace of the crèche.
- xiii. A complaint and suggestions book should be kept in the crèche. In case of any dissatisfaction parents should be encouraged to enter it into the book. It will be looked and discussed in the monthly parents meeting.
- xiv. Parents should refrain from being angry with the crèche staff in front of the children. This makes it very difficult for the crèche staff to have co-operation from the children during planned activities, or dispute between children.
- xv. A timetable has to be developed so that children have an enriching and learning environment at the crèche. This should be communicated to the parents so that they can co-operate with the crèche staff in adhering to the timetable. Weather and status of the child will be considered for the age appropriate activities.

- xvi. Parents should feel free to discuss their unhappiness in any regard.
- xvii. Use of pacifiers is strictly prohibited.
- xviii. The feeding bottles should be sterilized at home. The number of bottles provided by parents in the essential bags should match the number of feeds of their respective child.
- xix. It is preferable that parents should provide safe drinking water, milk and lunch. Milk / food will be heated if required at the crèche.
- xx. Request to staff to collect items from individual's home or to buy food in the canteen or to accompany child to canteen / market will be strongly discouraged. Rare instances of help if urgently required will be considered on a case-by-case basis.
- xxi. No physical or verbal abusive punishment is allowed in the crèche. Parents should encourage their children to listen to simple instructions given by the crèche staff. Most issues should be dealt with affection and/or redirection to other activities.
- xxii. The crèche activities for the day/week should be posted on a soft board/display board for parent information.
- xxiii. **Pick up and drop:** The belongings of each child need to be checked by the parents at the end of the day. Baskets will be kept on the crèche wall but in case of missing items please inform the staff as soon as possible. Parents should leave clear instructions if they are travelling during their day and leave their contact number with the crèche.

2.15 **FACILITIES FOR CHILDREN:**

- i. There will be sleeping facilities for children;
- ii. Essential child friendly play materials and teaching and learning material must be available to meet the needs of pre-school children;
- iii. An age-appropriate first aid kit should be readily available in the premises. The kit should be inaccessible to children for their safety. At least one caregiver should have a current first aid certificate with infant component;
- iv. The Centre must also be equipped with basic First Aid kit containing paediatric medicines for common ailments like fever, vomiting etc. and ointments, disinfectants, band aids, cotton wool etc. for minor injuries;
- v. A telephone or mobile system is also essential, in case of an emergency.

2.16 **REGULAR UPDATES TO PARENTS ON CHILD'S PROGRESS:**

- i. Age Appropriate curriculum will be given for kids of all ages;
- ii. Even mock interviews will be taken for parents as well;
- iii. Height and Weight of the child will be shared on Quarterly Basis;
- iv. Quarterly progress report will be shared with the parents in PTMs;

- 2.17 **CARE TAKING / SECURITY / SAFETY OF CHILDREN:** The Contractor / Agency should ensure that there should be proper arrangements for safety & security of children at the Crèche. Security Agency who is monitoring security arrangement of BHEL-Township, Noida will be directed by BHEL to deploy a security guard at the crèche. CCTV system will be also installed & maintained by BHEL at Crèche.



- 2.18 **QUALIFICATIONS FOR TRAINED CHILD CARE WORKERS:** The employment of qualified workforce is obviously advantageous in any child care centre. The following qualifications are considered appropriate for the care of children:
- 2.18.1 **FOR CRÈCHE-SUPERVISOR (FEMALE Only):** The Supervisor should have qualification of MSW / JBT/ NTT/ Diploma with background in early childhood education. Supervisor shall have a minimum 05 years of experience of handling Day Care Centre / Crèche / Baby Care Centre and should not be more than 50 years of age.
- 2.18.2 **FOR AYAHS (FEMALE Only):** Experience for not less than one year as 'Ayah' of children. One of the Ayah should also have experience of providing First Aid. The ayahs should not be less than 30 years of age and should have knowledge and training in the handling of children.
- 2.18.3 The preferred age group for crèche staff is 20 to 40 years.
- 2.18.4 Identified group of women should go through the prescribed training. Appointments by Agency/Contractor to be made based on assessment of their skills, knowledge and attitude post training.
- 2.18.5 Preference to be given to the women living in nearby areas for easy accessibility and availability.
- 2.18.6 The Contractor has to ensure that all selected workers undergo prescribed pre-service training before starting to work with children at the crèche.
- 2.19 All the documents e.g. Police verification records, Educational qualification of crèche-staffs shall be made accessible to BHEL.
- 2.20 **FOOD / CATERING / FOOD POLICY:** Service Provider/ Agency will request parents to provide food for their own children. It is advisable that food & snacks should be given by the parents. It will be heated if requested and fed to the children. Plates & spoons will be provided by the Crèche. Any food allergies have to be informed to the crèche- staff. Ayah will feed babies and Toddlers with a clean spoon. However, if the toddler wishes to eat by him / herself it will be encouraged. In general children above the age of two will be asked to feed themselves most of the time. Unless the parent explicitly states otherwise children will be allowed to self-regulate their food intake. Agency have to encourage parents to make sure children get a nutritious and balanced diet. Most child care centre have policies excluding food containing nuts or nut by-products such as bars and biscuits due to the severe reactions that can occur in children who are allergic to such foods. Foods such as sweets, carrot, apple, peanuts and popcorn should not be given to kids. Chocolates and lollies are not acceptable. **The Contractor has to maintain a suitable quantity of single toned milk (Amul Brand Only) and Biscuits (Parle-G Only) at the centre and same may be fed by the Ayahs to the children if desired by parents so.**
- 2.21 **PROGRAM AND ACTIVITIES:** The following are some basic principles that should be considered when planning programs suitable for the crèche situation:
- i. The time table and activities should be flexible and suited to the ages of children participating.
 - ii. Opportunities should be provided at all times for children to develop oral communication.
 - iii. There should be a balance between vigorous activity, quiet activity, inside and outside play, and meal or snack times.
 - iv. There should be opportunity for children to move freely from one activity to another.

- v. Children should be gainfully occupied if they are required to sit and wait.
 - vi. There should be opportunities for creative activities, imaginative play, musical activities and stories.
 - vii. **Enrichment Programme:** self-dependent activities, vocabulary building games, motivational activities, personality development activities, singing and movement activities, art and craft activities, theatre, puppetry and dramatization, talent hunt competitions, fun activities, co-operative learning, mini chef activities, indoor and outdoor sports, excursions etc.
 - viii. **Live Corners:** Cognitive Corner-Play, Think & Develop Varied Cognitive Skills, Senses Corner-Play, Experience & Learn Through Senses, Music Corner (ABC Music & Me)-Play, Explore & Produce Sounds, Language Activity Corner--Language Development, Math Activity Corner-Logical Reasoning, Science Activity Corner-Environmental Awareness, Technology Aided Learning, Different Play Stations- Gross And Fine Motor Development, Creative Expressions-Art And Craft Work, Puppetry And Theatre-Self-Expression Etc.
 - ix. **SPECIAL INFANT CARE:** Separate Infant Care with Individualized Learning Program.
- 2.22 **DAILY SCHEDULE:** Welcome Time, Prayer and Attendance Time, Yoga Time, Free Play Time, Concept Time, Singing Time, Snack Time, Clean Up Time, Sleeping Time, Art Time, Fun Time, Refreshing Time, Story Time and Feedback Time etc.
- 2.23 **SLEEPING SCHEDULE:**
- i. For babies up to 18-month only, their body clock will be followed.
 - ii. For toddlers between the ages of 18 months to 2.1/2 years gradually the mid-morning nap should be discontinued.
 - iii. On parent's request if some child is hyperactive and can do without the afternoon nap it should be considered.
 - iv. Information on the favoured sleep posture of the child should be sought from the parent. Some sleep on their tummy some on their back. Some will sleep only if patted, when sung to or rocked.
- 2.24 **TOILET TRAINING:**
- i. Potties will be provided by the centre. However, if parents want to get their own they are welcome to do so.
 - ii. Older Children who are used to the regular toilets should be periodically taken to the toilet (Every 1-1/2 hours). The child shall not be ridiculed for failure in this area.
 - iii. Toilet visits shall be built into the daily schedule for young children.
- 2.25 Personal and Medical information about the child should be obtained from the parent during the admission itself.
- 2.26 **SIGN-IN / SIGN-OUT BOOK:** The crèche service should have a sign-in and sign-out book, which parents / guardians complete when dropping off and picking up their child. The system should record the child's name, age and any special requirements concerning the child for that day, the parent's name and their location within the complex in case of an emergency, and a 'time in' and 'time out' signature. Note that parents/guardians must remain on the premises while they are handing over or receiving child to/from crèche. The person responsible for bringing the child to the crèche should be responsible for collecting the child. Written authority from the parent or guardian should be obtained before the

child is handed over to anyone other than the person who brought the child to the crèche. It may also be necessary to view some form of personal identification such as a current driver's license if the person collecting the child differs from the one who brought the child to the crèche. The children should wear identification tags or stickers in order to help Ayahs to monitor the children, particularly in emergencies. **Rules regarding entry / exit of child shall be framed by Estate Office, BHEL Township-NOIDA. The Crèche should be restricted to children, their attendants, the supervisor staff and such other persons as may be related to or concerned with the children in the Crèche.** All requests for admission of new child in the crèche shall be received by BHEL and same shall be forwarded to the contractor after their approval. Other admission formalities shall be the responsibility of the Contractor Agency.

2.27 **CLOTHING:**

- i. Simple, comfortable, weather appropriate clothes. Not too many clasps and zips.
- ii. There should be adequate number of diapers and bibs. These will be rinsed out and left out to dry before being given back to the parents.
- iii. The shoes should be floor safe.
- iv. Jewellery is best avoided.
- v. Specific linens should be provided by the parents e.g. a favourite blanket that the child will not sleep without.

2.28 **DRESS CODE FOR CRÈCHE-STAFF**

- i. Presentable cotton clothes, hair to be plaited or made into a bun.
- ii. Very essential jewellery, no long ear rings and glass bangles. (Glass bangles tend to break and may hurt the children hence best avoided).
- iii. Dupattas need to be pinned up neatly as also the saree pallu for ease in working.
- iv. No long nails as it may hurt the children.
- v. No footwear allowed inside the Crèche.
- vi. **Uniform:** The contractor shall ensure that while on duty, his workforce put proper uniforms in distinctive color code and in neat and clean conditions issued to them by the contractor. Contractor will issue at least 2 sets of Uniform per year to their workforce. The colour scheme of uniform is as follows:

For Summer:

For Crèche-Supervisor	<u>Female:</u> Sky Blue Saree / Suit with good quality shoes / sandal & socks.
For Ayahs	<u>Female:</u> Light Yellow Saree / Suit with good quality shoes / sandal & socks

For winter (Additionally for all): Close necked coat or jacket or sweater or pull over of good quality.

The above uniform materials and color should have the approval of BHEL.

2.29 **CODE OF CONDUCT FOR THE AYAHs:**

- i. Always remember children are God's gift and they have just come into being they are very much dependent on us. They still have numerous years to learn social skills and appropriate behaviour;



- ii. Nurture them with all the love possible be patient and pleasant. Avoid using foul language as children are very quick to imitate and unlearning is always more difficult than learning;
- iii. Do not sit and chat with each other while at work;
- iv. Distribute work evenly so there is not confusion and resentment;
- v. Maintain the children daily report sheet as well as their file of artwork and other activities;
- vi. Be truthful and honest as we are role models for the children; sharing your difficulties in disciplining children with the supervisor;
- vii. Beating and pinching is strictly prohibited and zero tolerance for;
- viii. Child should not be left unattended except when sleeping. Even then periodically check on an infant younger than 1 year of age;
- ix. Do not carry the child clasping one arm as it may dislocate the arm;
- x. The toilet and Bathroom floor needs to be maintained impeccably. Make sure it is dry at all times so that young children when they run into the Toilet/bathroom do not slip on the floor;
- xi. Always follow the daily plan put up on the soft /display board. Children have short attention spans so change the activities every half an hour. Quicker change in activities may be needed for younger children;
- xii. No child to be left on the potty for more than twenty minutes;
- xiii. Ayahs should not leave the children unattended and should not sleep in the afternoon;
- xiv. Other money generating activities is strictly prohibited during the working hour;
- xv. Visitors should not be entertained unless they are from parents, inspecting authorities;
- xvi. The Crèche should be kept clean at all times by sweeping, swabbing or moping;
- xvii. Best behaviour mechanism for the staff should be listed and they should be trained and monitored;
- xviii. While arranging or re arranging the furniture keep the children's safety in mind. Keep sharp objects out of reach of children;
- xix. Toys and linen need to be washed every week. Curtains need to be washed once a month. Keep a book and enter into it when the toys, linen and curtains were washed;
- xx. The Ayahs need to freshen up after attending to the children's needs.
- xxi. The Ayahs need to use mediker regularly to prevent lice in children's hair.
- xxii. No flowers, as it falls all around the floor and babies tend to put in their mouths.
- xxiii. Personal telephone calls should be made and received only when necessary. Working hours is not a time to chat with friends and family.

- xxiv. Hand washing before feeding children and after helping a child with toilet should be mandatory. Soap and water should be available in bathroom for the use of staff.

2.30 **ROLE / OBLIGATIONS OF BHEL:**

- 2.30.1 For proper day-to-day functioning of the crèche, BHEL will set-up initial infrastructure & facilities (includes Air-conditioners, Refrigerator, Microwave, Food Warmer, Television, CCTV System, Furniture, Mattresses, Utensils, Play items & other miscellaneous furnishings etc.).
- 2.30.2 The contractor shall be provided fully furnished dedicated space of approximately **900 Sqft** (adequately lighted, properly ventilated, affording protection from all kinds of weather and having latrines & bathrooms with separate space for washing & drying cloths etc.) by BHEL for running & managing crèche. The safety, security & cleanliness of the crèche will be the responsibility of the Contractor himself. BHEL will not provide any compensation due to theft, damage or loss of contractor's materials. The space provided to the contractor will not be utilized as the accommodation for the workforce or for any other purpose rather than running & managing crèche.
- 2.30.3 Water, electricity & PNG shall be supplied to the contractor by BHEL free of cost subject to that the contractor will utilize the Water/Electricity/PNG only for the services to be provided to BHEL.
- 2.30.4 BHEL shall arrange to provide the required furniture, fixtures, equipments (excluding which are in the scope of successful bidder) in the demised premises. BHEL shall reserve the right to assess and decide the type, quantity and specifications of the furniture to be provided.
- 2.30.5 The premises as well as various furniture and other properties provided at the crèche are the property of the BHEL. The contractor will be treated only as a licensee which has been provided with these facilities for executing this Contract. The Contractor will have no claim whatsoever against the company or its properties.
- 2.30.6 The Agency is permitted to enter the BHEL-premises to run Crèche only. Whenever the contract agreement is terminated / ceases to exist or the Contract comes to an end or BHEL decides that successful bidder should not be allowed to run Crèche in the premises, in that event, the Contractor shall leave BHEL premises.

- 2.31 **MATERIALS / EQUIPMENTS FOR CHILDREN AT CRÈCHE:** A high quality early learning, safe, healthy environments should be maintained at crèche that are warm, comfortable, inclusive and aesthetically pleasing. The contractor should provide a variety of materials / equipments to promote positive social interaction, creativity, exploration and problem solving. Children should have space to play at their own pace and lots of choice in activities and toys, to develop socially, emotionally, cognitively and physically. This materials and equipment list is not an exhaustive list but will help contractor in choosing equipment and materials that give children lots of play-based learning experiences. The materials and equipment should:

- be available in sufficient quantity & variety to occupy all children in attendance;
- be consistent with the developmental capabilities of all children in attendance;

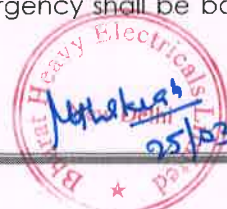
- support natural play that children initiate and engage in spontaneously;
- be organized into different areas of the home to support certain types of play, with areas clearly defined;
- be arranged for mixed-age groups of children where the main play area is suitable for all children and include an area or private space to be used by older children (containing small piece toys and art supplies);
- represent and encourage acceptance of diversity (race, culture, age, abilities, gender);
- be rotated and changed frequently based on children's interests and abilities;
- be provided both indoors and outdoors to broaden children's exploration and experiences.
- Items like Linens, Containers, Bibs, Toys, etc. (which is in the scope of Successful Tenderer) get worn out or broken over a period of time. Such items are required to be replaced after some time of their use. A period of 06 months is considered appropriate for replacement of such items. The contractor shall provide the full quantity of linen as mentioned below. The complete linen items will be changed after six months. The decision of BHEL in respect defining the item needs replacement or not shall be final and binding to the contractor. The contractor has to maintain the quantity of each items as given below:

DESCRIPTION OF ITEMS/SERVICES	PROVIDED BY
FOR SLEEPING AREA:	
Suggestion Box	BHEL
Shelves	BHEL
Bed (03 Nos.)	BHEL
Cradles (01 No.)	BHEL
Linens (Bombay Dyeing) for Minimum 04 (Four) beds (including periodic washing)	Successful Tenderer
Blankets	BHEL
Air-conditioners	BHEL
Mattresses (4ft by 3ft)	BHEL
FOR LANGUAGE AND LOGICAL THINKING DEVELOPMENT:	
Books	BHEL
Book rack	BHEL
FOR FEEDING AND CONCEPT AREA:	
Cubies	BHEL
Feeding Chairs for Mothers	BHEL
Low (Small) Table with chairs	BHEL
Sitting Mats	BHEL
FOR KITCHEN:	
Microwave Utensils	BHEL
Microwave	BHEL
Refrigerator	BHEL
Induction plate	BHEL
RO Water Purifier (02 Nos.)	BHEL

Peeler	BHEL
Knife	BHEL
Containers	Successful Tenderer
Bibs	Successful Tenderer
Table mats	BHEL
FOR SKILL DEVELOPMENT, STAGE EXPOSURE, INT. DEVELOPMENT, MUSIC AND MOVEMENT	
Adequate Toys, e-stories, CDs / Pen-drives etc.	Successful Tenderer
FOR OUTDOOR & INDOOR PLAY AREA (GROSS MOTOR DEVELOPMENT)	
Sea- Saw or equivalent	BHEL
FOR FINE MOTOR DEVELOPMENT (EYE AND HAND CO-ORDINATION)	
Art & Craft Materials	Successful Tenderer
FOR TOILET AREA	
Steel Dustbins (covered)	BHEL
Clothes Drying Rack	BHEL
RECAPITULATION MATERIAL	
Display Boards (02 Nos.)	BHEL
OFFICE EQUIPMENT'S FOR AGENCY'S OFFICE AT CRÈCHE	
Table (01 No.)	BHEL
Plastic Chairs (04 Nos.)	BHEL
Steel Almirah (01 No.)	BHEL
MISCELLANEOUS ITEMS / SERVICES	
Wall Clock	BHEL
Buckets	BHEL
Nail Brushes	BHEL
Shoe Rack	BHEL
Plastic Baskets	BHEL
CCTV System	BHEL
Geyser	BHEL
Oil Room Heater (02 Nos.)	BHEL
White washing, painting, repairing of plasters & tiles, civil & electrical maintenance.	BHEL
All the bath fittings & items like CP Taps, CP shower, CP wall mixture, CP basin mixture, wash basin, WC with cistern, towel hanger/ shelf, mirror with shelf bucket, mug, Soap disc. Repair & replacement of bath fittings.	BHEL
Maintenance & repairing of all the electrical & electronic appliances.	BHEL
Electric, Water, PNG supply. Connection and consumption are in the scope of BHEL.	BHEL
Telephone sets along with repair & maintenance.	BHEL
Dish cable connection in TVs.	BHEL
Fences	BHEL
Carpets / Dari / Mats	BHEL
Height Chart	BHEL
Weighing Machine	BHEL

Coordination with the dish cable connection provider for trouble free services.	BHEL
Disposal Glasses' of High quality (Only Paper or Thermocol Glasses) in sufficient quantity	Successful Tenderer
Regular cleaning & Housekeeping: For this purpose, following materials needs to be supplied & maintained. Housekeeping Materials, All Out (Machine with Refill of 45ml), Toilet Paper Roll (pkt of 6nos. of 253 pulls each), Odonil (75 gm), Hit kala (625ml/ 385gm), Dettol/ Lifebuoy/ Savlon Hand Wash (225ml), Harpick cube, Nepkin pkt, Tee-Pol (10lt), Harpick (500ml), Lysol, Seenk jhadu, Phool jhadu, Duster, Poocha, Colin Spray (500ml), Nali pump wiper, , Floor Brush, Toilet Brush, Iron Juna, Plastic Juna, Surf, Vimbar / Peril (500g), Vimpowder, Naphthalin balls, Room freshner (Air wick) (300ml) and any other necessary items not mentioned above.	Successful Tenderer
Daily cleaning of windows, glasses, electrical & sanitary fittings, all the appliances like AC, TV, Refrigerator, geyser etc., removing cobwebs, brooming & cleaning of floor.	Successful Tenderer
Daily cleaning & washing of bath room fittings & tiles. Clearing choke in floor trap & WC. Providing bath soaps, tissue paper roll.	Successful Tenderer
Daily checking that all the appliances are in working condition. If any item is not working giving immediate information to Estate Office, BHEL Township, Noida.	Successful Tenderer
Providing liquid mosquito destroyer machine along with regular re-filling of liquid.	Successful Tenderer
Providing all the stationeries, registers, etc. required for records etc.	Successful Tenderer

- 2.32 Agency / Contractor shall be solely responsible for appointing the workforce in accordance with condition set by BHEL.
- 2.33 In the event the workforce wishes to take any leave, he / she shall first inform the Contractor / Agency for the same. The Contractor / Agency shall ensure that a substitute workforce is then appointed for the said day of leave so that the wards at the Crèche Facility do not suffer on this account. If the Contractor will not be able to arrange the same, then same will be arranged by BHEL at Contractor's risk & cost with an additional 30% departmental charge.
- 2.34 The supervisor will manage all the day-to-day affairs of the Crèche facility, including interaction with the parents of the ward. Supervisor shall ensure that the crèche is kept in clean and sanitary condition. She shall ensure that all children attending crèche are properly looked after and fed in accordance with the provisions of rules and kids & the nursing mothers are taught clean and health habits.
- 2.35 Admission of wards to the crèche facility will be in accordance to rules and regulation framed by BHEL from time to time. All admissions will be carried out in supervision of Estate Office, BHEL Township, Noida.
- 2.36 In case of any miss-happening/accident/child falling sick/unforeseen medical emergency, it will be the duty of the supervisor to inform the authorized BHEL representative present in Estate Office, BHEL Township, Noida and the parents. The supervisor is expected to act promptly to bring the situation under control. Any expenses incurred on account of such medical emergency shall be borne / reimbursed by the parents of the ward.



- 2.37 I-cards/ Gate-Pass to the Contractor and crèche staff shall be issued by Estate Office, BHEL Township, Noida and individuals with valid I-cards/ Gate-Pass only will be allowed inside the BHEL Township and the Id/ Gate-Pass should be properly displayed inside the BHEL Township.
- 2.38 The Contractor / Agency shall use the said demised premises solely for the specified purpose of running of the Crèche only. The Contractor / Agency shall not use, cause or allow to be used the demised premises for any other purposes whatsoever.
- 2.39 The Contractor / Agency shall keep the demised premises in clean, hygienic, proper and decent sanitized conditions and shall not suffer or cause to suffer the demised premises to be in bad state of repairs or outlook and shall be liable to pay the costs and compensation for any damage caused to the demised premises under license or the premises adjacent to it. The Contractor / Agency, shall not be entitled to make any addition, structural alteration in the demised premises. However, Contractor / Agency is free to bring any items/assets, if any required for proper running of the Crèche Center with information to BHEL and these items/assets (if any) brought out by Contractor / Agency can be taken back by them at the time of expiry of contract or before, but with the written consent of the BHEL.
- 2.40 The Contractor / Agency, shall be responsible for proper cleanliness and maintenance of the building, furniture, fittings & fixtures and the demised premises allowed to be used by them. Repair & maintenance of any other essential equipment / item brought in and installed/used by the Contractor / Agency, in the demised premises for facilitating the operation of the Crèche with the permission of BHEL shall be the responsibility of the Contractor / Agency. Demised premises with all furniture's, fittings and fixtures, vessels, utensils, electrical and mechanical appliances installed and/or provided to the Contractor / Agency for running of crèche services shall be property of the BHEL and the Contractor / Agency shall have no right on the same. The Contractor / Agency shall be responsible for the safe custody and proper use of appliances, furniture's, fittings and fixtures, etc. provided by BHEL. Any damage caused to the properties by the negligent operation or by omission / commission of the Contractor / Agency or their workforce the entire loss will be recovered from the charges payable to them by the BHEL or will be otherwise recovered as per Law.
- 2.41 BHEL-Township (premise) being restricted area, the entire article which are to be taken out or brought inside, shall be liable for security check, gate pass system or any other system, in force from time to time.
- 2.42 **RIGHTS TO ALTER TERMS AND CONDITIONS OF THE AGREEMENT:** If exigencies of circumstances so demand & in overall interest of children / beneficiary of the crèche, BHEL reserves the right to review the Terms and Conditions of this tender and amend the same with a deed of amendments as per mutually agreed terms and condition.
- 2.43 **QUANTITY VARIATION:** BHEL reserves the right to increase or decrease the quantum of services i.e. (Nos. of kids) up to **30% (+ 30%)** at the same "Monthly Charges" (on pro-rata basis), terms & conditions of this tender during the validity of the contract (or extended period if any). This pro-rata calculation will be done considering Monthly Charges on which the work order will be placed to the successful bidder for running & managing the crèche for 15 children, as base charges.
- 2.44 As & when required, guidelines & procedures for general administration of crèche shall be fixed / issued based upon consent of both parties.
- 2.45 All the crèche personnel require adequate and relevant training. They could have received this training before deployment.
- 2.46 Salary/ Remuneration of the workers: At-least minimum wages as per the State norms for social security
- 2.47 A background check for all the workers should be done before deployment.

SECTION-III
SPECIAL TERMS & CONDITIONS

- 3.00 **STATUTORY OBLIGATIONS / COMPLIANCES / REQUIREMENTS:** Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees, issued from time to time by the concerned authorities. The Contractor shall duly comply with all Acts, Laws, or other Statutory rules, regulations, bye-laws applicable or which might be applicable with regard to the performance of the work assignments included herein or concerning this Agreement but not limited to National Minimum Guidelines for Setting Up and Running Crèches under Maternity Benefit Act 2017, Contract Labour (Regulation & Abolition) Act-1970 and the related Rules, The minimum wages Act 1948 and the related rules, The payment of wages Act 1936 and the related rules, The Factories Act 1948, The Employees' Provident Fund & Miscellaneous provisions Act 1952, Employees' State Insurance Act-1948 (to the extent as may be applicable, if any), Workmen Compensation Act-1923, Payment of Bonus Act-1965, Payment of Gratuity Act-1972, Inter-State Migrant Workmen (Regulation of Employment & Conditions of Service) Act-1979, Equal Remuneration Act-1976, Industrial Employment (Standing Order) Act-1960, The Industrial Disputes Act-1947, Income Tax Act, GST Act-2017 and the amendments made thereafter to these Acts/ Laws and from time to time take such steps as may be deemed necessary in this regard. Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him. Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and also provide a copy of the same to BHEL.
- 3.01 The successful tenderer will accept full and exclusive liability for the monthly consolidated wages, PF, ESI, Bonus, Insurance, Uniform etc.; for the personnel deployed by the contractor and other obligation referred under the law now and thereafter imposed by the Government / Local Bodies. The Contractor shall be fully responsible for the timely payment of wages, provident fund, bonus or any other benefits payable under the aforesaid Acts, Laws and regulations to the Workforce engaged by him at the work premises of the Company. The Company shall not be responsible for these payments or any other liability on this account. The Contractor shall also indemnify and compensate the Company for any liability incurred by the Company, if any, including costs incurred thereon. In that event the nominated officer of the Company shall be entitled to recover the amount so paid, from the contractor, including forfeiture of the Security Deposit; and, if the sum so payable and / the Security Deposit is less than the Company's claim, it shall be lawful for the Company to recover the balance amount as a debt from the Contractor.
- 3.02 BHEL will have no liability whatsoever concerning the Workforce deployed by the Contractor for the purpose. The Contractor shall keep the Company indemnified against all losses or damages or liability arising out of or imposed in the course of employment of Workforce by the Contractor.
- 3.03 **NATURE OF SERVICES:** The contractor shall perform all the services mentioned in the Scope of Services as detailed in **Section-II**, on day-to-day basis. The contractor has to enforce the shift duty & working timing in such a manner that job/services shall be completed efficiently & timely as per requirements of BHEL.
- 3.04 Successful Contractor has to deploy the minimum workforce (as emphasized at **Section-III**) in the contract at any given day. Any deficiencies under the services to be provided to BHEL, monthly payment against Job / services will be deducted to the tune of shortages on account of Leaves / Absenteeism. In this regard, BHEL's decision shall be final & binding on the Contractor.
- 3.05 Continuation of the Contract shall be based on the performance of the Contractor. The following parameters shall inter-alia be considered while evaluating performance timely rendering of services, quality of works/services, compliance with statutory requirements, Safety consciousness, maintaining of Workforce in proper uniform bearing logo of the contractor and valid identity card with lanyards issued by the contractor.
- 3.06 The Contractor shall perform the work assignments to the best satisfaction of the Company. In case of continued unsatisfactory performance over a period of time by the Contractor, the

Company shall intimate the same in writing to the Contractor; however, if the performance of the contractor does not improve even thereafter, then, the Company shall have the right to terminate the contract at the Contractor's risk and cost, by giving 15 days' notice. In addition, the Company shall also have the right to forfeit in full, the Security Deposit deposited by the Contractor.

- 3.07 The Contractor will be solely responsible for any unlawful act of their Workforce while on duty. In case of theft or loss of Company's property take place due to the negligence or carelessness of Workforce(s), the contractor will be responsible and shall make good of the same.
- 3.08 If at any time during the period of Contract, it is observed by the Company or his authorized representative that the services rendered by the Contractor are not up to the satisfaction of the Company or any terms of the Contract are violated and Contractor does not respond for improvement of the same. In such situation BHEL reserves the right to terminate the Contract with a notice period of **15 days** and may deduct the cost of the above-mentioned unsatisfactory work from his bill or for recovery may forfeit the Security Deposit in part or full as the case may be.
- 3.09 The Workforce deployed by the Contractor will have no right or claim for the permanent absorption in BHEL.
- 3.10 In case, while on duty and during the course of engagement in work premises of the Company under this Agreement, if any of the Contractor's Workforce meet (s) with any injury / indisposition due to accident or other natural calamities, the Contractor shall ensure that immediate and adequate medical aid viz., first -aid and subsequent treatment facilities are provided to the person(s) concerned free of cost without fail.
- 3.11 The Contractor shall be responsible for proper maintenance of all registers, records and accounts so far as it relates to compliance of statutory provisions/ obligations.
- 3.12 No excuses for hindrance viz. jungle, extreme weather condition, non-availability of labor etc. will be entertained for not completing the work.
- 3.13 All necessary precautions for safety of the man/ machine, fire hazard & environmental aspects shall have to be taken by the Tenderer for the activities performed by his Workforce.
- 3.14 The Contractor shall indemnify and compensate the Company, if the Company as Principal Employer under the Contract Labour (Regulation and Abolition) Act, 1970 becomes liable to assume any liability towards the Workforce engaged by the contractor. In that event, the provisions relating to recover as provided in relevant clauses of the said Act shall be applicable in Toto.
- 3.15 The swipe card system (Biometric Attendance System) wherever applicable or an Attendance Register of the Contractor's Workforce shall be maintained by the Concerned Supervisor of the Contractor for physical verification by BHEL & Statutory Authorities.
- 3.16 The Contractor shall visit the work premise of the Company covered under this Agreement, at least once in 15-days during the working hours and meet the company representative (an executive nominated by BHEL) as a matter of routine for maintaining regular contacts and ensuring effective coordination on all related issues of Agreements.
- 3.17 The contractor will maintain an instruction book at job premises, serially numbered on each page, so that our visiting officers can issue instructions regarding progress and quality of job to the Contractor. The Contractor or the contractor representative will sign in the instruction book in token of receipt of and understanding of such instructions. Action taken on the instructions by the contractor or the contractor representative shall be intimated to Officer-in-Charge or any other authorized representative of BHEL and their comment be recorded in the instruction book.
- 3.18 The contractor shall hand over a copy of all legal and statutory documents and records to BHEL for fulfilling any future requirement with the statutory authority.

- 3.19 The successful contractor shall abide by all the rules / regulations / status imposed by the Government or other concerned authorities. The contractor will be responsible for workmen's compensation & other requirements of local Municipalities / Govt. or any other law regulating bodies.
- 3.20 Successful contractor shall have to execute "Contract Agreement" on a non-judicial stamp paper of ₹ 100/- at DELHI.
- 3.21 **IDENTITY:** The Contractor shall ensure that the Workforce engaged by him must wear & display ID-cards prominently on their uniform during their duty period (as the same duly endorsed by the Company). Each Workforce shall also wear his name badge (to be issued by the contractor) while on duty. All the personnel so deployed will follow strictly the security regulations of the BHEL, in vogue from time to time.
- 3.22 **CHARACTER VERIFICATION AND ANTECEDENCE:** The contractor should get the character / antecedence of each and every Workforces deployed by them at the work premises, verified by the Police Authorities before engaging and deploying them in BHEL premises. It is mandatory for the Bidder/Tenderer to Arrange/Apply for "On Line" Police Verification in respect of each workforce deputed for our Company on his own expenses and submit Police Verification Report obtained from the Police Authorities in respect of each workforce before deputing him to our company treating it as a Mandatory requirement. Please note that online application for Police Verification is to be made by Bidder/Tenderer himself/themselves giving declaration that the workforce in question is his/their own employee. Police Verification applied by the individual workforce will not be accepted. In case the contractor desires to change the Workforce deployed by him, due to any reason, the new incumbent should be deployed with the clearance of Officer-in-Charge of BHEL.
- 3.23 **INSURANCE:** Without limiting any of his other obligations or liabilities, the Contractor shall, at his own expense, take and keep comprehensive insurance including third party risk for the plant, machinery, materials, etc. brought to the site and for all the work during the execution.
- 3.24 **Safety, Health and Environment (SHE) MANAGEMENT:** In addition to the safety practices to be followed, the contractor shall establish document and maintain an effective Safety, Health and Environment management system.
- 3.25 The Company shall have no direct responsibility / liability in respect of the Workforce engaged by the Contractor on Job Contract Basis under this Agreement.
- 3.26 The Company shall, in consideration of satisfactory completion of services as agreed upon the terms of the contract be entitled to the agreed amount.
- 3.27 **As required, the Successful Tenderer shall have to take all the requisite licenses / permissions from Jurisdictional Local Bodies/ Statutory Bodies for running & managing Crèche Facility at BHEL-Township, Sector-17, Noida, U.P.**



SECTION-IV
COMMERCIAL TERMS & CONDITIONS

4.00 PAYMENT TERMS:

- i) Bill (on monthly basis) complete in all respect along with all the requisite documents submitted by the Contractor will be paid within 15 days of its receipt. Any clarification sought by BHEL, pertains to respective bill, must be clarified by Contractor at the earliest. Otherwise the delay in payment will be attributed to the Contractor. Aforesaid timeline shall be applicable from the day on which the last clarification/queries/document sought by BHEL and settled/submitted by the Contractor
- ii) The Contractor will have to intimate the bank account number, and other details of the bank to enable BHEL to credit the payments into the account.
- iii) No interest shall be payable for delay in making the payments. The contractor shall not be entitled to any interest with respect to any money which may be due to him from BHEL.
- iv) While claiming the payment, the contractor must certify on the bill that the payment being claimed is strictly within terms of the contract and all the obligations on his part for claiming this payment have been fulfilled as required under the contract.

4.01 PROCEDURE FOR SUBMISSION OF BILLS BY CONTRACTOR: The payment under the contract shall be made on monthly basis, only after the performance of the Contractor is found to be satisfactory by BHEL. The Contractor shall raise the bill, in triplicate, along with all the necessary documents.

4.02 The contractor shall not be justified in abandoning the contract because BHEL has delayed making payment(s) in respect of service provided to BHEL.

4.03 TAXES & DUTIES:

- 4.03.1 To enable BHEL to avail GST Input tax credit, contractor shall submit GST compliant Tax invoice containing all the particulars as stipulated under Invoice Rules of GST Law. Payment shall be made to the contractor only after submission of GST complaint Tax invoice. The successful tenderer shall raise GST compliant invoice affixing GSTIN of BHEL's unit availing the services.
- 4.03.2 BHEL reserves the right to protect its interest against any loss on account of availability of GST credit.
- 4.03.3 GSTIN of BHEL will be provided to the contractor along with the work order.
- 4.03.4 Any new/change in statutory levy as and when made applicable by the Government shall become applicable against documentary evidence.
- 4.03.5 Payment to the contractor will be subjected to TDS as per rules in force from time to time. The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act & GST, as amended from time to time and a certificate to this effect shall be provided to the contractor by BHEL.
- 4.03.6 Applicable GST shall also be recoverable from the contractor in case of LD recovery/penalty on account of breach of terms of contract.
- 4.03.7 Invoice submitted should be in the format as specified under GST Laws viz. all details as mentioned in Invoice Rules like GSTIN registration number, invoice number, quantity, rate, value, taxes with nomenclature – CGST, SGST, IGST mentioned separately, HSN

(Harmonized System of Nomenclature) Code / SAC (Services Accounting Code) Code etc.

4.03.8 The Contractor has to give an undertaking that GST as mentioned in the invoice has been/will be paid and also file returns as per respective extant rule.

4.04 **PENALTY CLAUSES:** The penalties imposed for violation of service agreement clauses shall be notified by BHEL as per the terms indicated. The Contractor shall be given 3 days to respond to the levying of penalties and submit representations, if any. The representations shall be suitably considered by BHEL and decision taken shall be final and binding. The penalties imposed shall be deductible from payments due to the Contractor and/or from the Security Deposit. *In the event the payments due to the Contractor and the security deposit available with BHEL falls short of the total penalty recoverable from the Contractor whether on account of the quantum of loss caused by the workmen of the Contractor or otherwise, the Contractor shall, on first written demand by BHEL pay to BHEL without demur or dispute the said sum as per BHEL's demand notwithstanding the pendency of any investigation/inquiry/legal proceedings whatsoever before any Court/Tribunal/Authority etc. The amount of loss determined by BHEL shall be final and binding on the Contractor.*

4.04.1 Failure to provide services by the Contractor as per requirement or unwarranted behaviour / indiscipline of the workforce of the Contractor at workplace shall attract adverse remarks, which may be included in the Completion Certificate and / or attract any legal /administrative action on Tenderer or of Tenderer or both, as deemed fit.

4.04.2 **INCIDENTS RESULTING TERMINATION OF CONTRACT:** *Following incidents will be considered as reason for both; imposition of penalties and may also attract termination of contract as the case may be.*

S. No.	Incident
a.	In the event of cancellation of any of the licenses or statutory permissions required for carrying out the service
b.	In case, the personnel deployed by the Contractor found to have indulged in any criminal activity.
c.	In case of any misrepresentation while claiming the payment
d.	In case of non-compliance of any statutory obligations (as stated in this tender document) by the Contractor during the execution of Contract, may results into termination of Contract. In addition to the above, the Contractor shall also be liable for the penalties provided under the respective statute.
e.	Instance of serving of <u>expired packed foods & beverage items.</u>
f.	In case of repeated violation of any of the terms of the agreement despite giving warnings on different occasions.

4.04.3 The grounds mentioned in hereinabove are not exhaustive but merely illustrative. BHEL reserves its rights to terminate the Contract at any time in the event the Contractor has contravened any provision of the Contract or any other legal requirement or due to repeated/habitual non-adherence to the qualitative, quantitative and time requirements stipulated in the Contract after giving a written notice for rectification thereof. If the Contractor does not rectify/correct

the deficiencies stated in the written notice issued by BHEL within the period of 15 days as aforesaid, the Contract may be terminated by BHEL by giving a written communication to the Contractor.

- 4.04.4 In the event of the termination of the Contract for any reason whatsoever, BHEL's liability shall only extend to making payment to the Contractor of the Contract Price accruing (prorated, if necessary) up to the date of termination for actual services rendered by the Contractor after making all deductions that BHEL is entitled to make pursuant to provisions of this Contract. BHEL shall not have any liability to pay to the Contractor any compensation or reimburse any costs incurred by the Contractor and the Contractor hereby waives any claim for compensation for losses/damages and/or reimbursement of costs.
- 4.04.5 The Contractor understands and agrees that performing the services strictly as per the qualitative, quantitative and time requirements as stipulated in the Contract is of essence of the Contract and that any non-adherence to the said qualitative, quantitative and time requirements as stipulated in the Contract for performing the services under the Contract shall cause incalculable losses to BHEL. The Contractor understands and agrees that without prejudice to BHEL's rights to terminate the Contract, BHEL may, in addition to or in lieu of such termination levy one or more of the following penalties, as applicable, if the Contractor omits or neglects to adhere to the following qualitative, quantitative & time requirements:

S. No.	Contract Agreement Defaults/Non-compliances	Penalties for Non-compliance
a.	Cleaning work schedules are not adhered regarding timing of first cleaning, number of times cleaning required or utilization of required cleaning equipments, material etc., (For this purpose, the Contractor shall obtain a certificate from the Office-in-Charge, BHEL-Estate Office daily and the certificate(s) is/are to be furnished along with the monthly bill by the Contractor.)	0.1% of bill amount shall be deducted from monthly bill for each such occurrence .
b.	<u>Misconduct / Misbehaviour by the Workforce:</u> Misconduct/ misbehaviour / offence(s) {(use of abusive language, chewing of tobacco, smoking/drinking (alcoholic beverages) while on duty, eve-teasing, physical assault of any kind, theft, pilferage, threatening language, molestation, misappropriation, etc.}} in BHEL premises.	If BHEL so requires, the Contractor shall forthwith withdraw such Workforce and immediately provide suitable replacement in place of such withdrawn Workforce at no extra cost. Notwithstanding anything to the contrary contained anywhere in this Contract, depending on the severity of the offence, BHEL may, in the event of such misconduct/misbehaviour on the part of the Workforce of the Contractor forthwith terminate the Contract without any notice and also report the case to the police. In the event any such misconduct/misbehaviour/offences on the part of the Workforce of the Contractor leads to a pecuniary loss being suffered by BHEL or

		the Officials of BHEL etc. such loss will be made good by the Contractor.
c.	Damage caused to the property of BHEL or of any of Official(s) of BHEL etc. present in the premises by wilful misconduct or gross negligence on the part of the workmen of the Contractor.	Penalty equivalent to the cost of the said property or similar property (if the same property is not available) or the cost incurred in repair of such property on the contractor and shall recover the same from the payments due to the Contractor and/or from the security deposit. Note: If BHEL so requires, the Contractor shall forthwith withdraw such workmen and immediately provide suitable replacement in place of such withdrawn workmen at no extra cost.
d.	<u>Non-compliance to Uniform:</u> While on duty, if the Workforce is not wearing the stipulated uniform or is wearing unclean/untidy uniform and/or not carrying on his person the Identification card with lanyards.	The Contractor will be liable for penalty of ₹100/per day/per Workforce for non-wearing of uniform/wearing unclean/untidy uniform and ₹50/per day/per Workforce for not carrying valid identity card with lanyards and same shall be recovered by BHEL from the payments due to the Contractor or from security deposit. If BHEL so requires, the Contractor shall forthwith withdraw such Workforce and immediately provide suitable replacement in place of such withdrawn Workforce at no extra cost.
e.	<u>Expired packed foods & beverage items:</u> In case, BHEL finds that the packed biscuits & milk have been used/served at Crèche after its sell by"/ "Best if used by (or before)"/ "Guaranteed fresh"/ "Use by"/ "Pack"/ "Expiry Date" etc.	1. For first instance 100% of monthly bill be deducted. 2. For Second instance 100% of monthly bill and termination of the contract.



- 4.04.6 **Delay in disbursement of monthly wages:** Contractor agrees and undertakes that it shall disburse monthly wages to the concerned workman in a timely manner without fail {i.e. **wages of every person employed shall be paid by bank transfer directly to the account of the concerned workman before the expiry of seventh day (7th) day after the last day of the wage period in respect of which the wages are payable**}. Similarly, the Contractor shall credit the contribution towards the Employees Provident Fund, Employees' Pension Scheme, Employees State Insurance etc. for its workmen within the stipulated timeline provided in the respective statutes as applicable. No excuses (whatsoever reason may be) on this account i.e. "delaying disbursement of monthly wages" will be entertained by BHEL during the entire contract period. If BHEL becomes aware of any delays in making wage/salary payments by the Contractor to its workmen, BHEL also may consider to terminate the Contract. **The wages disbursed by the Contractor to its workforce, should not be less than that of the minimum wages fixed by the appropriate government.**
- 4.04.7 All amounts including the losses / damages / penalties / compensations etc., resulting from non-compliance with the terms of Contract, payable by the Contractor to BHEL under the Terms of the Contract will be recovered from the outstanding payments to Contractor either under this Contract or any other Contracts or from Security Deposit or from both. In case this amount is insufficient for such recoveries, the Contractor shall make good the balance amount by actual payment. In addition, BHEL will recover the said amounts through its sister concerns, from the payments due to the Contractor in any of the Units of BHEL located in any part of India.



SECTION-V

DOCUMENTS REQUIRED

1. Bidder has to submit a copy of **PAN** and **GSTIN No.**
2. Bidder has to submit the duly signed "No Deviation Certificate" i.e. **Annexure-A**.
3. The Bidder must submit a "Declaration Certificate" i.e. **Annexure-B**.
4. Price bid format (**Annexure-C**) duly signed by the bidder shall be submitted along with technical bid by mentioning **price/cost** in the column where quote is to be offered by the party.
5. The bidder shall submit the Bank details along with a cancelled cheque for NEFT/RTGS.
6. **All pages of the tender documents shall be duly signed, stamped and submitted along with the offer.**



SECTION-VI
PROCEDURE FOR SUBMISSION OF TENDER

- 1.0 The tender is to be submitted as required in **one part** in separate sealed cover **prominently superscripted** the tender number and due date & time as mentioned in the tender enquiry; on top of envelope/sealed cover.

ENVELOPE 1: It shall contain documents required in **Section-V** above along with "Price Bid (Annexure-C)". Price should be quoted in Price-Bid format (Annexure-C) only.

This sealed envelope 1 shall be superscripted with tender number & due date.

- 2.0 Documents submitted by bidder as per **Section-V** shall be evaluated and if found in line with terms & conditions of NIT then further processing will be done.
- 3.0 Tender submitted by the bidder should strictly be in accordance with the tender terms & condition enclosed herewith.
- 4.0 The Bidder should accept all terms & conditions of the tender. In case the Bidder wants to deviate from the tender conditions, such deviations shall be clearly specified in his tender "No Deviation Certificate" only i.e. **Annexure-A**. If no deviations are given in tender submitted, it will be assumed that the Bidder accepts all terms & conditions of the tender.



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

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

Or

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

1.

2.

3.

4.

5.

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

"I _____ hereby certify that except the deviations mentioned above, we do not have any other deviations to the tender No. AA: GAX:21: CF: 101, **dated 25-03-2022**. Deviations if any, mentioned elsewhere in our bid may be treated as null and void by BHEL.

Signature

With name, Designation & seal of the firm



ANNEXURE – B**DECLARATION CERTIFICATE**
(to be submitted along with Bid)

Dear Ma'am,

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

1. Bid complies with the total techno-commercial requirements/ terms and conditions of the bidding document and subsequent addendum/corrigendum (if any) without any deviation/ exception/ comments/ assumptions.
2. I / We do hereby declare that there is no case with the Police/Court/Regulatory authorities against the proprietor/firm/partner. Also, I / We have not been suspended / delisted / blacklisted by any other Govt. Ministry/Department/Public Sector Undertaking/ Autonomous Body/Financial institution/Court. We also certify that either our firm or any of the partners are not involved in any scam or disciplinary proceedings settled or pending adjudication.
3. We hereby confirm that we have gone through and understood the Bidding Document and that our Bid has been prepared accordingly in compliance with the requirement stipulated in the said documents. We are submitting Check-List of Bidding Document as part of our Bid duly signed in token of our acceptance. We undertake that the Bidding Document shall be deemed to form part of our bid and in the event of award of work to us, the same shall be considered for constitution of Contract Agreement. Further, we shall sign and stamp each page of this bidding document as a token of Acceptance and as a part of the Contract in the event of award of Contract to us.
4. We further confirm that we have quoted prices in price bid considering detailed description of scope of work. We confirm that price quoted by us includes price for all works/activities/supply etc. as mentioned in this tender document.
5. Having examined the invitation to bid, Instructions to tenderer, I the undersigned, offer to complete the work in conformity with the said bid documents on the terms and conditions and under the provisions set out or called for in the contract documents at the rates listed in the schedule of unit prices or else wherein the contract documents.
6. Until and unless a formal agreement is prepared and executed this bid, together with your award thereof shall constitute a binding contract between us.

We declare that the statement made and the information provided in our offer is true and correct in all respect. In case, it is found that the information/ documents provided by us are incorrect/ false, our application shall be rejected by BHEL without any reference to us:

Thanking you,

Very Truly Yours,

Signature
With name, Designation & seal of the firm



ANNEXURE – C**PART 'I' – PRICE BID**

(To be submitted along with Bid)

01	MONTHLY CHARGES FOR RUNNING & MANAGING CRÈCHE OF 15±30% KIDS (inclusive of all charges but excluding GST*)	 (in ₹)
	In words Rupees: _____	

* During the validity of contract period, GST (as applicable) will be payable extra by BHEL to the Contractor along with monthly bill(s).

IMPORTANT POINTS TO NOTE:**A. SERVICE CHARGE:**

- The "**Monthly Charges**" quoted by the Bidder/Tenderer in their "Price-Bid" will be payable to Bidder/Tenderer for running & managing crèche on monthly basis.
- "**Monthly Charges**" shall be considered up to TWO decimal points only. Digits beyond TWO decimal points will be ignored and not rounded off. No representations on this count shall be entertained.
- While quoting the reasonable "**Monthly Charges**", bidders should consider all cost elements like financing cost, cost of maintenance of accounts, Insurance, Overheads, Profit Margins, Conveyance Charges, Supervision Charges, Amount of Security Deposit, and any other expenditure as deemed relevant by the Tenderer or cost of any other item under its scope and to meet any expenses/exigencies (including bearing of penalty by Bidder/Tenderer as per Tender Document) so as to ensure continuity of services.
- If a firm/tenderer quote "**Nil**" Monthly Charges, the bid shall be treated as unresponsive and will not be considered for evaluation.

B. PRICE VARIATION: The "**Monthly Charges**" quoted by the bidder will remain firm for the entire Contract duration up to extended period (if any). BHEL shall not be responsible for any escalation in prices of labour or materials, machinery, equipment etc. whatsoever or any increase in any duties, levies etc. in respect thereof whatsoever and the Contractor's Monthly Charges and Contractor's obligation shall remain unaffected by such escalation and/or increase.

C. PRICE DISCREPANCY: Provided that the bid is substantially responsive, if there is a discrepancy between words and figures, the amount in words shall prevail.

Signature
With name, Designation & seal of the firm

