

NAME OF WORK: OUTSOURCING OF CATERING AND HOUSEKEEPING SERVICES FOR KAILAS & ROCKFORT HOUSES AT BHEL TRICHY AND TRANSIT FLAT AT CHENNAI FOR TWO YEARS.

Enquiry No: 9472300004/ 12.01.2023

BHARAT HEAVY ELECTRICALS LIMITED- TIRUCHIRAPPALLI-620 014

WORKS CONTRACTS MANAGEMENT

NOTICE INVITING e-TENDER (GeM)

PART-I (TECHNO COMMERCIAL BID)

1.	Tender Ref No:	9472300004/ 12.01.2023 GeM Bid Number: GEM/2022/B/2911032/ 13.01.2023
2.	Tender Type	Open Tender-Two Part (e-Tender)
3.	Name of work	SCHEDULE-1: OUTSOURCING OF CATERING AND HOUSEKEEPING SERVICES FOR ROCKFORT & KAILAS GUEST HOUSE AT TRICHY FOR TWO YEARS SCHEDULE-2: OUTSOURCING OF CATERING AND HOUSEKEEPING SERVICES FOR BHEL TRANSIT FLAT AT CHENNAI FOR TWO YEARS
4.	Location of work	Trichy and Chennai (Tamil Nadu)
5.	Period of contract	Two years (24 Months) from the date of award of contract.
6.	Earnest Money Deposit (EMD) EMD IS WAIVED OFF FOR MSE VENDORS ON SUBMISSION OF VALID MSE REGISTRATION	
6.1	SCHEDULE-1: Catering and housekeeping services for Rockfort & Kailas Guest house at Trichy for two years.	₹ 4,07,130 /- (Rupees four lakh seven thousand one hundred and thirty only)
6.2	SCHEDULE-2: Catering and housekeeping services for BHEL Transit Flat at Chennai for two years	₹1,39,900/- (Rupees one lakh thirty nine thousand nine hundred only)
7.	Tender Document details	Technical bid pages from 1 to 101
8.	Mode for submission of offer	No physical submission of Tender. Tender only to be submitted electronically by through GeM portal (https://gem.gov.in/) only.
9.	Contact details for queries related to tender	Shri K Prasath Engg / WCM; 0431 257 1573; e-mail: prasath@bhel.in Shri Dineshwar Pahan, Dy Engineer /WCM 0431-257 4564; e-mail: dineshwar@bhel.in
10.	Contact details for queries related to scope of work	Shri C Balaji/ DM / C&PR 0431-2578251, EMAIL: balaji.c@bhel.in Shri Raghu Warriar/ DY. ENGG / C&PR 0431-2577445 /2571241 EMAIL: raghuwarrior@bhel.in
11.	Last Date for Receipt of Tender	28.01.2023 / 15:00 Hrs.
12.	Date of Techno Commercial Bid Opening	28.01.2023 / 15:30 Hrs.
13.	MSE benefits if applicable	Applicable
14.	Reverse auction	No
15.	Benefits to startups:	No benefits will be given to startup for this Tender

We, the tenderer, have gone through all the pages of tender document and accept the Terms and Conditions.

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Qualifying Criteria:

Sl. No.	Qualifying Criteria	DETAILS
A	<u>Status of the company :</u> • Proprietorship: PAN card on owner name • For partnership firms: PAN card and PARTNERSHIP DEED • For others: PAN card in the name of company / firm / business and CERTIFICATE OF INCORPORATION / MOA and AOA. • GST Certificate (If applicable) MSE Vendor – Proof as per tender condition (If applicable)	Copy to be uploaded in GeM portal
B	EMD <u>SCHEDULE-1</u> OUTSOURCING OF CATERING AND HOUSEKEEPING SERVICES FOR ROCKFORT & KAILAS GUEST HOUSE AT TRICHY FOR TWO YEARS ₹ 4,07,130 /- (Rupees four lakh seven thousand one hundred and thirty only) <u>SCHEDULE-2</u> OUTSOURCING OF CATERING AND HOUSEKEEPING SERVICES FOR BHEL TRANSIT FLAT AT CHENNAI FOR TWO YEARS ₹1,39,900/- (Rupees one lakh thirty nine thousand nine hundred only) (EMD for vendor quoting for more than one schedule will be algebraic sum of (₹ 5,47,030 /-) EMD corresponding to schedule for which vendor opts to quote.) (Offer without EMD will be Rejected) (EMD IS WAIVED OFF FOR MSE VENDORS ON SUBMISSION OF VALID UDYAM REGISTRATION CERTIFICATE). (NEFT is the preferred mode of payment for EMD) EMD may be submitted in following ways: - Electronic fund transfer credited in BHEL account (Before Tender Opening). (Refer Annexure-A2 for making EMD payment through SBI-Ecollect) - DD drawn in favour of BHEL - Trichy, payable at Trichy issued by Scheduled Bank / Nationalized bank / Consortium banks. EMD in any other form (One Time EMD, BG for full value of EMD etc.) is not acceptable.	NEFT/RTGS PAYMENT DETAILS: OR DD DETAILS: (Details to be filled and documentary evidence to be uploaded in GeM portal).
C	<u>FINANCIAL SOUNDNESS:</u> Income tax return acknowledgement (ITR), Balance sheet and Profit & Loss statement certified by Chartered accountant (with Membership No.) should be submitted for any 3 consecutive financial years of FY 2017-18, 2018-19, 2019-20, 2020-21 and 2021-22 as detailed below for qualifying in respective schedules. For SCHEDULE-1 ROCKFORT & KAILAS GUEST HOUSE: Average annual financial turnover of ₹61.07 lakhs during any 3 consecutive financial years of FY 2017-18, 2018-19, 2019-20, 2020-21 and 2021-22. For SCHEDULE-2: BHEL TRANSIT FLAT AT CHENNAI Average annual	Details to be filled and documentary evidence to be uploaded in GeM portal

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	financial turnover of ₹20.98 lakhs during any 3 consecutive financial years of FY 2017-18, 2018-19, 2019-20, 2020-21 and 2021-22. Qualifying turnover value for vendors quoting for both schedules shall be maximum of qualifying value among the two schedule, (which happens to be that of Schedule 1)	
D	<u>EXPERIENCE CRITERIA:</u> <u>For SCHEDULE-1: - ROCKFORT & KAILAS GUEST HOUSE, TRICHY</u> Experience of having successfully completed similar scope of works during last 7 (seven) years i.e. since 01.01.2016 to 31.12.2022 as per the followings. a) Three similar works for a value of ₹81.43 lakhs each (or) b) Two similar works for a value of ₹101.8 lakhs each (or) c) One similar work for a value of ₹162.85 lakhs. Similar scope of works means in same Work order / experience proof, bidder should have executed in same location (anywhere in India) & same period for both Catering and Housekeeping operations of Guest house / hotels / service apartments in any Central / State Govt. / PSU / Private company Guest house or Transit flats. <u>For SCHEDULE-2: - BHEL TRANSIT FLAT AT CHENNAI</u> Experience of having successfully completed similar scope of works during last 7 (seven) years i.e. since 01.01.2016 to 31.12.2022 as per the followings. a) Three similar works for a value of ₹ 27.98 lakhs each (or) b) Two similar works for a value of ₹ 34.98 lakhs each (or) c) One similar work for a value of ₹ 55.96 lakhs. Similar scope of works means in same Work order / experience proof, bidder should have executed in same location (anywhere in India) & same period for both Catering and Housekeeping operations of Guest house / hotels / service apartments in any Central / State Govt. / PSU / Private company Guest house or Transit flats. Qualifying value for work experience of vendors quoting for both schedules shall be maximum of qualifying value among the two schedules (which happens to be that of Schedule 1) (Experience proof from BHEL shall contain work order copies and experience proof from other than BHEL shall contain work order copies along with Form 26AS/TDS certificate / bank statement for payment from the organisation for the work executed).	Details to be filled and documentary evidence to be uploaded in GeM portal
E	If non-MSE vendor is L1, participating MSE quoting price within price band of L1+15% shall be counter-offered L1 rate(s). If the MSE vendor(s) accepts the counter-offered L1 rate(s), then as the contract cannot be split, the full/ complete supply of total tendered value shall be awarded to MSE. (To be agreed by bidder)	Accepted & Copy to be uploaded in GeM portal

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F	Income Tax Registration (PAN), (Copy of PAN, GST to be uploaded, Declaration to be attached if Vendor is Exempted from paying GST. For such exempted vendor, Vendor cannot claim GST from BHEL, during the execution of the contract (if awarded) even if their status under GST changes to regular tax payer).	Details to be filled and documentary evidence to be uploaded in GeM portal
G	GST Regn. No. (Copies to be uploaded)	
H	Vendor shall have valid FSSAI food business License/ registration (Documentary evidence to be uploaded)	
I	Acceptance to Scope of work and General Terms and conditions of Contract. Local Content Self Declaration on bidder's Letter head (As per Annexure-A5); (Duly signed and sealed copy of tender document to be uploaded)	Copy to be uploaded in GeM portal
J	“No deviation & Declaration certificate” on bidder's Letter head as per enclosed Annexure-A1 of tender document (Duly signed and sealed copy to be uploaded)	Copy to be uploaded in GeM portal
K	Integrity pact as per the FORMAT -1 in tender docu to be duly signed and sealed with witness and copy to be uploaded	Copy to be uploaded in GeM portal
L	Vendor shall have registered office / branch office in tamil Nadu (Douementry evidence to be uploaded)	Copy to be uploaded in GeM portal
M	Bidders have to mandatorily visit Guesthouse and / or Transit flat, as applicable, before quoting and submit site visit certificate (Annexure-D). Offer submitted without site visit certificate will be summarily rejected	Copy to be uploaded in GeM portal
STATUTORY REQUIREMENTS		
1.	ESI Registration if available (Copy of ESI Registration to be uploaded)	Details to be filled and documentary evidence to be uploaded in GeM portal
2.	EPF Registration if available (Copy of EPF Registration to be uploaded)	
3	Labour License (if available) (Copy of Labour license to be uploaded if applicable)	
Note: 1. Vendors not having EPF, ESI Reg. no. and Labour License shall immediately get registered after award of work to comply with statutory requirements. If vendor fails to get EPF and Labour License within 30 days from start of work, EMD/SD shall be forfeited and penal action shall be taken as per extant rules of GeM.		
Note: 1. Bidders are requested to submit only the documents required to meet the pre-qualification criteria as per tender. Documents not relevant to tender pre-qualification criteria / tender shall not be enclosed along with the offer. 2. Digitally signed/ Self-attested copy of all the documents should be uploaded along with Tender, if at any stage, the document(s) submitted by Contractor is / are found incorrect / false / fake, then necessary action will be taken by BHEL against Contractor viz., legal, Contractual, GeM Policy / Procedural Actions in whatsoever manner as deemed fit.		

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- a) As there are two schedules (packages), the work will be awarded based on schedule wise L1.
- b) Vendors shall carefully choose for which schedules they would like to participate.
- c) Vendors can choose to bid for Schedule 1 ROCKFORT & KAILAS GUEST HOUSE or Schedule 2 BHEL TRANSIT FLAT AT CHENNAI or for both schedules.
- d) In case of any disparity the choice of schedule shall be based on Choice exercised by bidder in GeM while submitting his bid and EMD submitted, which will be confirmed by BHEL during technical evaluation and BHEL decision in this regard shall be final and binding on the bidder
- e) Illustration for eligibility criteria:

Case 1; If a vendor A, wants to quote for both schedules, and he furnishes EMD of **5,47,030/-**.

He chooses both schedules online,

After evaluation, if his average financial turnover is Rs 30 lakhs, and if he possesses work experience of one work of Rs 56 lakhs.

As per PQR, the vendor is qualified for schedule 2 only

Case 2; If a vendor B, wants to quote for schedule 2 alone, he furnishes EMD of **1,39,900/-**.

Chooses Schedule No.2 online,

After evaluation, if his average financial turnover is Rs 21 lakhs, and if he possesses work experience of one work of Rs 35 lakhs.

As per PQR, the vendor is qualified for schedule 2 only

(Note: Please upload only relevant documents related to the tender on the NIC website.)

NOTE:-

1. SPLITTING:

Each SCHEDULE 1 & 2 will be awarded to L1 on that Respective schedule.

2. REVERSE AUCTION:

No.

3. Part – II: Price Bid:

Price to be quoted in GeM portal only.

Important Instruction to Bidder: (Price Bid)

Quoted value should be inclusive of GST i.e., Quoted Value = Rate + GST amount

* please quote the value with GST amount.

4. Benefits to startups:

Benefits will not be given to startup for this Tender

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I. INSTRUCTIONS TO THE TENDERERS

GENERAL INSTRUCTIONS:

1. Tender only to be submitted electronically by logging to e-Procurement portal <https://eprocurebhel.co.in/>. Physical submission of Tender shall not be accepted.
2. **EMD should be submitted as per Part-I (Technical Bid) Qualifying Criteria. Techno-commercial bid will be considered only, if the EMD is valid. EMD in any other form and Tender without EMD will be summarily rejected. EMD indicated in the Tender may or may not, reflect any specified percentage on value of work. Hence vendors are advised to offer their quote cautiously while submitting their bid, without any presumption.**
3. EMD may be submitted in the form of (i) Electronic Fund Transfer credited in BHEL account (before Tender opening) or (ii) Demand Draft (DD) in favor of BHEL Trichy.
4. **In case of offline payments, the hardcopies of EMD documents i.e. DD submitted to WCM office/24 Building 3rd Floor, BHEL, Trichy before Tender opening and the soft-copies to be uploaded at the time of online bid submission, otherwise the Tender will be summarily rejected.**
5. Bidder should arrange for the EMD as specified in the Tender. The original EMD should be posted/couriered/given in person in a sealed cover **super scribing "Name of Work" "Enquiry number & date"** to the Tender Inviting Authority, within the bid submission date and time for the Tender.
6. Any deviation to this Tender terms & conditions, and schedules of this Tender will lead to total rejection of the offer submitted.
7. Tenderer who have been suspended or black listed or issued with "Show Cause Notice" by BHEL, Tiruchirappalli -620014 or any other unit or GOI will not be allowed to participate in the Tender, and bidder should declare the same in the Tender. Even during the course of evaluation/ finalization of Tender if it is found that some of the parties are black listed/ barred from business transaction/ under business hold, BHEL will not consider them for further participation in the Tender.
8. Amount should be quoted as per the Work schedule (Price bid/Part -II). Amount quoted in any other form will not be accepted, and will be rejected.
9. The Tender must be signed digitally / physically by Partner/ Director of the Firm or by the person holding the Power of Attorney on behalf of the Firm concerned. In the latter case, a copy of Power of Attorney, duly attested by a Notary Public must accompany the Tender (As per annexure-A3)
10. Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
11. Should a Tenderer's or a Contractor's or in the case of a firm or company of contractors/any of its shareholder's or shareholder's relative is employed in BHEL, the authority inviting the Tenders shall be informed in writing of this fact at the time of submission of the Tender, failing which the Tender may be disqualified, or if such fact subsequently comes to light, the contract may be cancelled.
12. The Tender schedule, and the Tender shall be deemed to form an integral part of the contract to be entered into for this work.
13. Tenderer shall sign the Tender documents for having accepted the conditions and upload in GeM portal.
14. Tender can be cancelled at any stage due to unavoidable circumstances.
15. Kindly ensure that the total size of the scanned documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However, it shall be sole responsibility of bidder that the uploaded documents remain legible.
16. If there is a discrepancy between words and figures quoted by bidder, the amount in words shall prevail. If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
17. **If the contractor back outs after opening of Tender, the contractor is liable for forfeiture of the EMD paid.**
18. BHEL reserves the right to increase or decrease the Tendered quantity.
19. BHEL does not guarantee ordering of any minimum quantity.

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20. Income Tax deduction at source as applicable in the IT Act from time to time will be made on the value of the bills in the absence of Income Tax Exemption Certificate from the concerned IT officer.
21. All the Statutory Obligations such as ESI, PF, Labor Acts, Factories Act, Goods & Services tax (GST), etc. will have to be taken care of by the vendor. BHEL will have no liability on them. Notwithstanding the above, if any demand notice is served by the concerned Statutory Authorities for recovery of any of their dues on BHEL, the same would be paid to the statutory authorities without notice to the vendor and recovered as a due from any pending / future bills.
22. In case contract is not executed by vendor after award and acceptance of contract, BHEL may exercise the right to forfeit EMD, Security Deposit / BG of such contractors and also suitable action will be taken by BHEL on those Contractors as deemed fit.
23. BHEL reserves the right to reject the Tender, if it contains any tampering to the Tender documents submitted by the bidder, at any stage.
24. The labors engaged under this contract cannot be deployed in any other work. Violation of this rule will be viewed seriously.
25. BHEL reserves the right to cancel the Tender or reject the lowest or any Tender in full or in part without assigning any reasons whatsoever.
26. In order to ensure compliance to Minimum Wage payment to all workmen entering the BHEL premises, the entry of manpower shall be regulated based on the awarded value and the prevailing minimum wages.
27. Other than the bidder, none of its group concerns or affiliates etc. are participating in the Tender either directly or indirectly through any other agency under same proprietor/ common director(s)/ common partner(s). The bidder should declare the same in the Tender. Even during the course of evaluation /finalization of Tender/ at any stage, if it is found that some of the parties are not fulfilling the above clauses, BHEL will not consider them for further participation in the Tender/ reject such Tender/contract.

IMPORTANT POINTS TO BE TAKEN CARE OF WHILE SUBMITTING OFFER:

- 1) **Should a Tenderer find discrepancies or omissions in the Tender documents or should there any doubt as to their meaning, he should at once address the authority inviting the Tender, for clarification well before the due date, so as to submit his Tender in time. (No extension of time shall be given for submission of the Tender on any account)** Every Endeavour is made to avoid any error which can materially affect the basis of the Tender but the successful Tenderer shall take upon himself to provide for the risk of any error which may be subsequently by discovered and shall make no subsequent claim on account thereof.
- 2) Conditional, unwitnessed, late Tenders, Tenders containing prima-facie absurd rates and amounts, Tenders which are incomplete or otherwise considered defective and Tenders not in accordance with the Tender conditions herein contained and the Tenders not in original ARE LIABLE TO BE REJECTED
- 3) Vendors are advised to get themselves acquainted with the site conditions, the scope / work details before submitting the offer.
- 4) The contractor shall quote only the lowest possible rate, inclusive of all taxes (except Goods & Service Tax which will be paid by BHEL extra as applicable) that can be offered for the intended quantity.
- 5) If a Tenderer deliberately gives wrong information in his Tender or creates conditions favourable for the acceptance of his Tender, BHEL will REJECT SUCH TENDER AT ANY STAGE.
- 6) Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
- 7) Canvassing in any form in connection with Tenders is strictly prohibited and the Tenders submitted by the Contractors who resort to canvassing will be liable for rejection. The Tender SCHEDULE 1nd the Tender shall be deemed to form an integral part of the Contract to be entered into for this work.
- 8) Late and Delayed Tenders will be summarily rejected and under no circumstances it will be considered and accepted.
- 9) All corrigenda/addenda/amendments/time extensions/clarifications, etc. to the Tender will be hosted on BHEL & Govt. Tenders websites only (i.e. <http://www.bhel.com>, & <https://eprocure.gov.in>) and will not be published in any other media. Bidders should regularly visit above website(s) to keep themselves updated.
- 10) BHEL may reject the bid or in case the contract has been awarded, then terminate the contract apart

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from taking any other suitable action under the contract or applicable legal provisions or BHEL guidelines including GeM GTC, without any liability for any compensation to the bidder if, BHEL discovers at any time that any statement made by the bidder in the affidavit cum undertaking is false, fraudulent or Any document submitted by the bidder was fake and forged Or If BHEL determines in the sole discretion that any statement was aimed at deliberately misleading BHEL with a view to ensure award of the subject contract to the bidder.

- 11) The contractor shall follow norms of BHEL security system for movement of men & materials within the complex including biometric system.
- 12) The workmen to be deployed by the contractor shall adhere to the safety / security rules and regulations of the Company and any person who is found to be violating the security / safety rules of the company shall be replaced immediately at the cost of the contractor.
- 13) The contractor shall strictly adhere to various labour laws in force.
- 14) The decision of In-charge for this contract shall be final and binding on the contractor regarding clarification of items of works.
- 15) Lowest prices received against BHEL Tenders need not be the technically acceptable one, and in that case, BHEL reserves the right not to consider the same.
- 16) BHEL would negotiate or re-float the Tender opened if L1 price is not the acceptable price to them inter-alia other reasons. Tenderers shall not increase their quoted rates in case BHEL, negotiates for reduction of rates. Such negotiation shall not amount to cancellation or withdrawal of the original offer.
- 17) In all matters of disputes, the decision of the General Manager, BHEL, Tiruchirappali-14 shall be final and binding on the Contractor.
- 18) Water, Electrical energy, compressed air required for the work will be provided by BHEL at free of cost at the locations wherever possible. BHEL does not accept any liability whatsoever for non-supply, delay in supply or failure of supply of same. Contractor shall ensure that there is no wastage of same, otherwise supply of above is liable to be stopped at contractor's risk and cost. The contractor shall make leak proof / fire proof shed and provide control panel board of required capacity and lay the required electrical cables at their own cost for further distribution.
- 19) Care should be taken to ensure only correct bid for the corresponding enquiry is placed in appropriate cover super scribing the same, failing which the bid will be liable for rejection.
- 20) No bidder shall be allowed to use any electronic gadgets viz., mobile phones, tablets etc during Tender opening/ or at any other meeting with BHEL for the purpose of this Tender, which if found would be liable for rejection of their bid.
- 21) The rate offered shall provide for the complete cost towards labour, consumables, tools, plants & machinery, transport, supervision, profits & overheads, and all other incidentals, etc. complete. Inclusive of applicable GST (As per BOQ) for this contract, the same will be reimbursed on production of valid documentary proof for having paid the GST by them.
- 22) The works contract to be entered into with the successful Tenderer will be governed by BHEL General Conditions of Contract in force.
- 23) The Tenderer shall carry out health performance test at his cost for all the workmen engaged in the work through a registered medical practitioner and produce certificate on demand.
- 24) The contractor has to make his own arrangements to provide refreshment for the workmen deployed by him.
- 25) If any of the workers employed by the contractor is found to indulge in acts subversive of discipline, the same will be brought to the knowledge of the contractor and he shall arrange for replacement of such personnel.
- 26) Contractor/Authorized representative must be present at site to supervise the activities on day-to-day basis and for giving necessary instructions regarding the work to be carried out.
- 27) All the consumables, Tools & Plants used in the work shall be of approved quality and will be subject to periodical inspection by BHEL officials.
- 28) The contractor should record the entry of all machineries / materials at the security gate while bringing in for work.
- 29) Statement of completed works with detailed certified measurements along with material consumption statement shall be submitted by the contractor in the last week of every month for processing their bill.
- 30) Contractor's materials and tools & plant shall have to be brought inside the factory with proper invoice / voucher and make necessary entry in the Security gate. They should maintain proper record for

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materials, tools & plants, etc., brought inside the factory complex.

- 31) Works shall be carried out as per relevant IS standards and rules adhering to necessary safety precautions.
- 32) The contractor should extend fullest co-operation with the third party agencies engaged, if any by BHEL to adhere the Quality Control Procedures ensuring quality.
- 33) The labour engaged under this contract cannot be deployed in any other works. Violation of this rule will be viewed seriously.
- 34) No contract labour will be allowed to enter into BHEL premises without PPEs (i.e. Safety Shoes etc.)
- 35) GST will be charged on the forfeited EMD/SD amount from the bidder at the applicable rates. GST tax Invoice will be issued to the vendor on receipt/recovery of GST amount from the vendor.
- 36) In case of opening day falls on holiday or happened to be declared as a holiday, opening of the Tender shall automatically fall on the same timing of the next working day.
- 37) Expenses incurred by bidder towards preparation of bid incidental to Tender irrespective of whether it is accepted or not, shall be borne by vendor only.
- 38) The offers of the Tenderer / bidders who are on the banned list and also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site (www.bhel.com → Tender Notification → List of Banned Firms).
- 39) **The Parties who have been suspended or black listed or issued with “Show Cause Notice” by BHEL Trichy-14 or any other BHEL Unit will not be allowed to participate in the Tender and the bidder should declare the same in the Tender. Even during the course of evaluation / finalization of Tender if it is found that some of the parties are black listed / barred from business transactions / under business hold, BHEL will not consider them for further participation in the Tender.**
- 40) Similarly, the offers of the bidders who are suspended (under hold/ delist) for business dealings by BHEL shall not be considered. Please note that lifting/ restoration of suspension (Ban/Hold/ De-list) of business dealing is not automatic after expiry of specified suspension period. Hence, vendor shall be considered as suspended for business till suspension is lifted by BHEL in writing on specific request of the vendor as per extant guidelines.
- 41) The contractor should extend full co-operation to the other contractors who may be doing other works in the same areas to enable them to execute their portions of work without any delay or difficulty.
- 42) BHEL, at its discretion, may extend the duration of contract, beyond initial contract duration, on mutual consent.
- 43) Contractor has to ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, experience etc. acceptable to concerned department.
- 44) Contractors are advised that contract labours must be employed without any discrimination on caste or creed or religion or gender basis.
- 45) The contractor shall submit police verification certificate in respect of the persons, engaged for first time by the contractor, for delivering services.
- 46) The contractor by submitting the Tender undertakes that, they had never been found guilty by a court of law in India for any offence in involving fraud, dishonesty and moral turpitude. If at a later date, if it comes to the notice of BHEL about any such occurrences on the subject bidder, BHEL will have every right to reject the offer of such vendors at any point of time.
- 47) The Contractor shall ensure that his workmen movement is restricted to their relevant work areas only & shall vacate the premises after the shift is over.
- 48) If a Tender provides relaxation for vendors, and if a vendor fails to submit supporting documents, they will be treated at par with other vendors or their bid would be liable for rejection, wherever as the case may be.
- 49) In order to avoid unforeseen delay, it is advised that, any correspondence by vendor to BHEL shall be emailed to all the addressees instead of one individual, as mentioned in Tender. The correspondence through email wherever sought by BHEL shall be replied with all the addressees in ‘cc’ of the mail. Vendor shall furnish valid email id’s in the Tender and regularly verify the same.
- 50) The Tenderer/Bidder or any of his authorized personnel or agents will be granted permission by the BHEL to enter upon its premises and lands for the purpose of site visit. However, the bidder shall undertake that he, his personnel, and agents will be responsible against all liability in respect thereof,

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including death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

- 51) In general, Bidders shall themselves obtain all necessary information. A Bidder shall be deemed to have full knowledge of the Site, whether he inspects it or not and no extra claims due to any misunderstanding or otherwise shall be allowed. The cost of visiting the Site shall be at the Bidders' own expense.
- 52) Bidders have to mandatorily visit Guest house and / or Transit flat, as applicable, before quoting and submit site visit certificate (Annexure-D). The Bidder, at his own responsibility and risk & cost, is encouraged to visit, inspect and survey the site and its surroundings and satisfy himself before submitting his bid as to the form and nature of the site, the means of access to the site, the accommodation he may require, etc.
- 53) The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.

28. Signing the Tender:

- Authorized signatory should have Power of Autonomy issued by MD or Board of Directors or authorized person for this purpose for quoting Tender and all procedures connected with, till finalization and execution of the Contract.
- The Tender shall be signed by the Authorized Signatory Only. Authorized signatory shall be the person holding 'power of attorney' on behalf of the firm / company / bidder-concerned authorized / empowered to act on behalf for the specific purpose.
- In case the Bidder is a Partnership Firm under Partnership Act, the Tender shall be signed by all the Partners of the firm or by the Managing Partner who have Signature and Seal of the Contractor authorized to do so or by a person holding the Power of Attorney on behalf of the Partnership Firm.
- A copy of the Partnership Deed and / or a copy of the Power of Attorney, Self-attested shall accompany the Proprietor or Partner of the Company.
- HEL will not be bound by any other Power of Attorney granted or the change in the composition of the firm made, subsequent to the execution of the Contract agreement. They may however recognize such Power of Attorney or change in status after obtaining legal advice and the cost involved in that connection shall be chargeable to the bidder concerned.

If Tenderer expires after the submission of his Tender or after the acceptance of his Tender the BHEL may, at their discretion, cancels such Tender. If a partner of a firm expires after submission of Tender or after the acceptance of the Tender, BHEL may cancel such Tender at their discretion unless the firm retain its character. The works executed in the own name of the Tenderer only will be considered for eligibility criteria.

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SCOPE OF WORK AND BILL OF QUANTITY BOQ:
SCHEDULE 1 :- Kailas and Rockfort Houses at BHEL Tiruchirappalli

1. NAME OF WORK

Outsourced guest house operations including catering and housekeeping for Kailas and Rockfort Houses at BHEL Tiruchirappalli for a period of two years.

2. LOCATION & DETAILS OF GUEST HOUSES

IMPORTANT

Bidders have to mandatorily visit both guest houses before quoting and submit Site visit certificate (Annexure – D). For obtaining permission, contact 0431-2577782 at least one working day prior to visit. Offer submitted without site visit certificate will be summarily rejected

2.1 KAILAS HOUSE

Address and Location	Kailas House BHEL Kailasapuram Township Tiruchirappalli-620014 Tamilnadu
Contact no.	0431-2553485
Number of rooms	27 rooms (air-conditioned) <u>Ground Floor</u> Single-bed (9 Nos), Twin-bed (3 Nos), Three-bed (1 No) <u>First Floor</u> Single-bed (10 Nos), Twin-bed (3 Nos), Three-bed (1 No)
Total number of beds	37
Dining halls	2
Kitchen	2
Lounge	1
Office/Store	2

2.2 ROCKFORT HOUSE

Address and Location	Rockfort House BHEL Kamarajapuram Township Tiruchirappalli-620014 Tamilnadu
Contact no.	0431-2520816
Number of rooms	48 rooms (air-conditioned) <u>Ground Floor</u> Single-bed (6 Nos), Twin-bed (16 Nos), Four-bedded (2 Nos) <u>First Floor</u> Single-bed (6 Nos), Twin-bed (16 Nos), Four-bedded (2 Nos)
Total number of beds	92
Dining halls	2
Kitchen	2
Lounge	4
Office Room	2
Store Room	2

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3. BILL OF QUANTITIES (BOQ)

3.1 MINIMUM MANPOWER (To be provided on all days including Sundays and holidays. BHEL at its discretion can reduce or increase the minimum number of manpower required as per operational requirements.)

3.1.1 Rockfort House -

Description	Category	A-Shift (6 a.m. to 2 p.m.)	B-Shift (2 p.m. to 10 p.m.)	C-Shift (10 p.m. to 6 a.m.)	General Shift (8 a.m. to 4.30 p.m.)	Pax
Supervisor	Supervisor	1	1			2
Receptionist	USW	1	1	1		3
Cook / Asst Cook	Skilled	2	1			3
Service	USW	2	1			3
Housekeeping	USW	2	2		1	4
Total pax per day						16

3.1.2 Kailas House

Description	Category	A-Shift (6 a.m. to 2 p.m.)	B-Shift (2 p.m. to 10 p.m.)	C-Shift (10 p.m. to 6 a.m.)	General Shift (8 a.m. to 4.30 p.m.)	Pax
Supervisor	Supervisor	1	1			2
Receptionist	USW	1	1	1		3
Cook / Asst Cook	Skilled	2	1			3
Service	USW	1	1			2
Housekeeping	USW	1	1		1	3
Total pax per day						13

3.2 CATERING SERVICES

IMPORTANT

Estimated qty. indicated in Col (4) and Col(5) will be used for arriving at Total Food Cost for tender evaluation but should not be taken as firm commitment.

Sl.No	Item (as per menu specified in Annexure - G)	Unit	Qty for 2 Yrs (Rockfort House)	Qty for 2 Yrs (Kailas House)
(1)	(2)	(3)	(4)	(5)
1	Veg Breakfast as per menu	No	12000	5000
2	Packed Breakfast as per menu	No	50	50
3	Veg Lunch/Dinner as per menu	No	14000	8500
4	Packed Veg Lunch/Dinner as per menu	No	50	50
5	Continental Lunch/Dinner as per menu	No	300	150
6	Coffee/Tea/Milk (180 ml)	No	10000	5500
7	Non-veg Side Dish as per menu	No	1500	600
8	Fresh Fruit Juice (180 ml) as per menu	No	100	50
9	Corn Flakes with milk and sugar	No	200	100
10	2 eggs omelette/scrambled	No	2000	650
11	2 Bread slices with butter and Jam	No	200	50
12	Pot Tea/Coffee, Pot Milk (2 Cups)	No	50	50
13	Fruit Salad (50 gms)	No	300	50
14	Sweets (40 gms)	No	100	50
15	Vada/Bonda/Snacks	No	100	100

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4. SCOPE OF WORK

4.1 MINIMUM MANPOWER

- 4.1.1 Successful contractor will commence operations in Kailas and Rockfort House from the date of start of contract specified in the PO.
- 4.1.2 BHEL at its discretion can reduce or increase the number of manpower required as per operational requirements. Minimum staff to be deployed at Kailas and Rockfort house on all days will be as indicated in BOQ or as instructed by BHEL Guest house/Transit flat section.
- 4.1.3 BHEL reserves the right for suspension or cancellation of Guest house operations in total or partially with prior intimation to the contractor as per operational requirements.
- 4.1.4 Daily manpower deployment and utilization will be as per need / requirement of BHEL and based on occupancy level and as per instructions of authorised BHEL official. BHEL at its discretion would reduce or increase the number of manpower required, as per Operational requirements.
- 4.1.5 Each contract personnel is eligible for statutory provisions viz. paid Weekly Off, National holidays and Earned Leave (EL) etc. The contractor should keep adequate reserve staff to maintain manpower as instructed in each category, in any 24 hour (3 shift) period.
 - 4.1.5.1 For any reduction in manpower below the minimum specified / instructed by authorised BHEL official, in any 24 hour (3 shift) period, pro-rata deduction will be made from the bill for monthly service charge for providing manpower in addition to penalty of Rs. 500/- (Rupees Five hundred only) per person per day below the minimum.

4.2 GENERAL ADMINISTRATION

- 4.2.1 Guest Occupancy Register provided by BHEL should be kept safely and maintained properly. No overwriting is permitted.
- 4.2.2 Biometric attendance for contractor's staff on duty in each shift on all days of the year including Sundays and holidays to be sent with monthly bill. Biometric device to be provided by the contractor.
- 4.2.3 In addition to the biometric attendance, register should be maintained for recording the attendance of the contractor's staff in which signatures should be obtained from staff on duty in each shift on all days of the year including Sundays and holidays. Biometric attendance shall also be recorded in the device provided by BHEL at designated location.
 - 4.2.3.1 For failure to maintain biometric attendance and attendance register for staff on duty, penalty of Rs. 250/- (Rupees Two hundred and fifty only) per person per day will be levied.
- 4.2.4 Daily Boarding Charts to be sent to BHEL with details (1) Guest Register No (2) Date (3) Room Number (4) Name of the primary guest (5) Number of accompanying family members (6) Details of Tea / coffee, Breakfast, Lunch / Dinner, snacks etc. served. (7) Value of the bill and bill number etc. in Microsoft Excel format (Format subject to change as per instructions from BHEL designated official) should reach BHEL through email before 11 a.m every day including Sundays and holidays in addition to the Daily boarding Charts maintained in respective Guest Houses without over writing.
 - 4.2.4.1 Non-maintenance of proper records or non-submission of daily / weekly / monthly reports related to operations, inventory, maintenance, cash collection, occupancy, boarding, Guest amenities provided to guests, House linen sent to the laundry etc. as required by BHEL within the specified deadlines, will also attract penalty of Rs. 250/- (Rupees One thousand only) for every instance and deducted from monthly charges.
- 4.2.5 An Asset Register should be maintained by the Contractor to ensure safe custody of company's properties which will be subject to periodic verification by BHEL. Contractor should assume full responsibility for maintaining all movable properties of BHEL located inside the Guest House. Monthly inventory statement is to be submitted along with the monthly bills without fail.

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- 4.2.5.1 For non-availability or non maintenance of asset register a penalty of Rs. 250/- (Rupees Two hundred and fifty only) will be imposed for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and deducted from monthly charges.
- 4.2.6 Contractor is liable for replacement or repair of the company's properties at his own cost, when such damage is in the opinion of BHEL is caused due to negligence or carelessness or any fault on Contractor's part or that of his Manager or Workers, failing which repair or replacement cost incurred by BHEL will be deducted from the monthly bills submitted by the contractor.
- 4.2.7 Contractor should maintain a suggestion book and complaints register for comments on services by Guests and adverse comments if any should immediately be brought to the notice of the designated BHEL official in charge of the Guest Houses.
- 4.2.7.1 For non-availability of suggestion book or complaint register and discouraging guests from registering complaints instructions a penalty of Rs. 250/- (Rupees Two hundred and fifty only) will be imposed for the first occasion after warning and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and deducted from monthly charges.
- 4.2.8 Periodical review of Complaints Book will be done and if contractor or his staff is found responsible for deficiency in services / behaviour, suitable action will be taken by the company and partial / full security deposit shall be forfeited.
- 4.2.9 Contractor should ensure that the Feedback is kept in all guest rooms and pointed out to guest on check-in and collected back duly filled-in and signed by the guest. instance, if any of non submission of feedback forms by the guest shall be informed mandatorily to Guest house section the very next day.
- 4.2.9.1 Penalty of Rs. 250/- (Rupees Two hundred and fifty only) per guest will be levied for failure to collect duly filled-in and get signed Feedback forms. The Feedback forms so collected are to be submitted to BHEL within 7 days from the last day of previous month, failing which penalty of Rs. 250/- (Rupees Two hundred and fifty only) per day for first instance and Rs. 500/- per day for subsequent instance will be levied and deducted from monthly charges.
- 4.2.10 In addition to other daily / weekly / monthly / periodic reports / boarding charts / daily menu, etc. specified by BHEL, Contractor should submit daily reports in Microsoft Excel format (Format subject to change as per instructions from BHEL designated official) through email before 11 a.m. every day including Sundays and holidays for food and any other extra / Miscellaneous expenditure incurred towards Company's Guests including nil reports wherever applicable.
- 4.2.10.1 Penalty of Rs. 250/- (Rupees Two hundred and fifty only) per day will be levied for non-submission of extra / Miscellaneous expenditure incurred towards Company's Guests including nil reports and deducted from monthly charges.
- 4.2.11 Contractor should perform all catering and housekeeping services in a thorough, efficient, professional manner with due diligence and care according to industry norms and standards, in conformity with applicable local laws and regulations and BHEL's own procedures and instructions. Contractor should perform the service to the satisfaction of BHEL and if any shortcoming is found, rectify the same as instructed by BHEL.
- 4.2.11.1 For noncompliance of instructions by BHEL designated official or reasonable requests of guests that are not against BHEL's standing instructions a penalty of Rs. 250/- (Rupees Two hundred and fifty only) will be imposed for the first occasion after warning and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and deducted from monthly charges.
- 4.2.12 Should BHEL find that the service provided by the Contractor is deficient and does not meet the requisite standards, BHEL reserves the right to deduct penalty as deemed fit for deficiency in service. However, BHEL will give the Contractor reasonable opportunity for rectification after pointing out the deficiency, before resorting to reduction.
- 4.2.13 Hygiene Standards: Contractor must ensure the health and hygiene of the workers employed by him and ensure annual medical check-up as per the norms of the Factories Act 1948 and OHSAS norms.

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- 4.2.13.1 Inappropriate personal hygiene of contractor's employees or deployment of a sick person on duty will lead to fine of Rs. 1,000/- (Rupees One thousand only) for every instance and deducted from monthly charges.
- 4.2.13.2 Failure to conduct annual health check-up of workers will attract a fine of Rs. 1,000/- (Rupees One thousand only) for each person on each occasion and deducted from monthly charges.
- 4.2.13.3 Severity of hygiene failure will be assessed and decided by BHEL and fined appropriately. In case of gross failure / negligence a severe penalty will be imposed, which could be a hefty fine as cash deducted from monthly charges and / or summary Termination of the Contract.
- 4.2.13.4 Food poisoning will invoke a hefty penalty to be decided at the sole discretion of BHEL, along with cancellation of contract and possible black-listing of the caterer.
- 4.2.14 Facilities provided by BHEL:
 - 4.2.14.1 All available kitchen and room appliances / equipment, crockery, cutlery, furniture, linen, etc. (Annexure – A & B) will be provided by BHEL for use in the Guest House. Actual inventory will be verified and handed over to the custody of the successful bidder before commencement of the contract.
 - 4.2.14.2 Water (Packaged water for drinking in dining hall and rooms will be reimbursed by BHEL when supported by supplier's bill), Electricity, Cable TV subscription.
- 4.2.15 Any other appliances, equipment, etc. required to provide the catering and house-keeping services specified in this document including adequate number of chafing dishes for keeping food warm for buffets including daily breakfast, lunch and suppers / dinners and any other special equipment, appliances or utensils required for special occasions including standby kitchen appliances like mixie, grinder, etc. in lieu of BHEL provided appliances that are under maintenance / repair, should be provided by the contractor at his own cost in addition to crockery and cutlery of quality equivalent to that provided by BHEL to meet additional requirements or any exigencies and to make up for breakages / damages.
- 4.2.16 Contractor should ensure at his own cost that the manager / supervisor / in-charge posted by him has a dedicated mobile number and email ID along with computer system & peripherals (printer, scanner for saving soft copies of guest ID etc.) and internet connectivity at the Guest Houses to send and receive email instructions / booking information and for submission of daily / weekly / monthly reports in Microsoft Excel format as required by BHEL.
 - 4.2.16.1 Failure to maintain dedicated mobile number for manager / supervisor / in-charge and email ID along with computing facilities and internet connectivity will attract a penalty of Rs. 250 (Rupees Two hundred and fifty only) per day and deducted from monthly charges.
- 4.2.17 All the items supplied by BHEL at its expense for the purpose of running the Guest House will be BHEL's property for all intents and purposes and the Contractor will have no right or claim on the same.
- 4.2.18 Liability towards any loss, theft, damage or breakage of the items entrusted to the Contractor should be borne by the Contractor.
- 4.2.19 All furniture, fixtures, equipment and articles provided as per inventory and all other furniture, fixtures, equipment and articles bought or made available by BHEL in the premises will remain to be the exclusive property of BHEL and on termination / expiry of this contract should be handed over by the Contractor to BHEL in the same order and condition in which they were at the beginning of the contract, except for reasonable wear and tear.
- 4.2.20 Contractor will be responsible for any damage to the building under the Contractor's charge and to the fittings, fixtures, furniture, equipment entrusted to the contractor when such damage is in the opinion of BHEL, caused due to negligence or carelessness or any fault on Contractor's part or that of his Manager or Workers and the Contractor will be liable to pay to BHEL such amount in respect of such damage as may be assessed by BHEL officials.
- 4.2.21 Cost of any missing items will be recovered from the Contractor in full.

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- 4.2.22 Contractor should at all times keep and maintain all the articles in a clean, neat, hygienic and tidy order and condition. Contractor should maintain inventory of the stock of items given to him. An inventory statement giving clearly the break-up of the stock including usable items, unusable items due to normal wear and tear and breakage / missing, if any, should be submitted to BHEL by 10th of every month, which will be checked by the authorized official of BHEL.
- 4.2.23 If any breakage takes place on account of negligence or mishandling of the equipment, utensils, crockery and cutlery as decided by BHEL, the Contractor will have to bear the entire cost in respect of such breakage.
- 4.2.24 The Contractor will have full responsibility of proper upkeep, maintenance (including replacement of spare parts) and custody of the appliances / vessels etc. handed over by BHEL.
- 4.2.24.1 For not reporting immediately to BHEL regarding non-functioning / malfunctioning of appliances / equipment a penalty of Rs. 250/- (Rupees Two hundred and fifty only) will be imposed for the first occasion after warning and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and deducted from monthly charges.

Losses due to breakage / theft / damage or loss of any such material / equipment / fixtures / furniture or damage due to poor and reckless handling will be recovered from the Contractor at full cost. In regard to natural wear and tear of any such item, the decision by BHEL will be final and binding on the Contractor.

4.3 RECEPTION-CUM-FRONT OFFICE

- 4.3.1 When the guest checks-in, the Contractor / Contactor's staff should immediately attend to him, receive him, necessary check-in entries should be obtained and allot the room specified by the designated officer of BHEL in his name. BHEL will reserve the rooms and intimate the Contractor through Booking Chart sent by the designated officer. The contractor will neither allot rooms on his own nor disclose information relating to availability status to the guests for any reason.
- 4.3.2 When the guest checks-in, the Contractor / Contactor's staff should verify the identity of the guest **(ID proof to be scanned and digital copies to be submitted monthly)** and get the guest's name including accompanying family members / others entered in the Guest Register provided by BHEL. The signature of the primary guest to be verified with the signature in the identity card of the guest.
- 4.3.3 When the guest checks-in, the Contractor / Contactor's staff should accompany the guest to the allotted room, carry the luggage to the room and leave the guest after attending to basic comforts, providing fresh water, etc.
- 4.3.3.1 Failure to accompany the guest to the allotted room, carry the luggage to the room and leave the guest after attending to basic comforts, providing fresh water, etc. will attract penalty of Rs. 250/- (Rupees Two hundred and fifty only) for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and deducted from monthly charges.
- 4.3.4 When the guest checks-in, the Contractor / Contactor's staff should offer the guest tea / coffee / meals, etc., as required, depending on the time of arrival, on chargeable basis or as applicable.
- 4.3.5 Computerized receipts / room Rent Bill Books (Cash / Credit) in triplicate will be supplied by BHEL and should be used by the contractor for all guests. However, Bill Books in triplicate for boarding charges should be arranged by the contractor. When the guest checks-out, the Contractor / Contactor's staff should prepare separate bills, in duplicate, for Boarding and Lodging and get them signed by the guest.
- 4.3.5.1 Failure to Prepare separate bills, in duplicate, for Boarding and Lodging and get them signed by the guest will attract penalty of Rs. 250/- (Rupees Two hundred and fifty only) for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and deducted from monthly charges.
- 4.3.6 In case of employee on official duty, the Contractor should collect the charges from the guest towards Boarding charges only through POS machine (provided by the contractor) and obtain signature of the guest on the bill towards Lodging charges and the duplicate copy is to be submitted

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to the BHEL designated officials along with the statement of (1) Date (2) Guest Register number (3) Name of the guest (4) Designation (5) Staff number (6) Unit (7) Check In dated and time (8) Check out date and time (9) Number of days stay (10) Amount of debit (11) Bill number.

- 4.3.7 In case of Company's guests, the Contractor should raise the bill for Boarding charges, get them signed by the guest and submit them along with the monthly bill or as per the periodicity specified by BHEL for reimbursement of boarding charges by BHEL.
- 4.3.8 In case of employee on personal visit or guest provided accommodation on chargeable basis as specified by BHEL, Lodging charges should be collected through POS machines (provided by BHEL for payment to BHEL account) and boarding charges to be collected through POS machines (provided by the contractor) / Mobile banking app, as par as possible, as per applicable rates.
- 4.3.9 The details of the remittance like (1) Guest register number (2) Name of the guest (3) Staff Number (4) Designation (5) Unit (6) Number of accompanying guests (7) Check-in date and time (8) Check out date and time (9) Number of days stay (10) Amount collected (11) Bill number (12) Reference No or Transaction ID if paid through POS / Mobile banking app to be sent in Microsoft Excel format (Format subject to change as per instructions from BHEL designated official) after remittance.
 - 4.3.9.1 If any discrepancy is observed in remittance of room payment due to BHEL, the contractor should set right discrepancies failing which BHEL is liable to impose penalty of Rs. 250 per day till the date of remittance.
- 4.3.10 Carry the guest's luggage from the room to the vehicle.
- 4.3.11 Ensure that guests have not left behind in the room any belongings. If any belongings are found, immediately inform BHEL and also arrange for their return to the guest.
- 4.3.12 Ensure that room key is collected from the guest failing which cost of replacement of lock will be recovered from the Contractor.
- 4.3.13 Before check-out, the Contractor should ensure that the room occupied by the guest is in order with respect to assets of BHEL and loss, if any, is to be reported to the BHEL official / in-charge of the Guest House. A quick check is to be carried out before the guest leaves the guest house. Contractor is liable to pay total cost for any such damage or loss to BHEL property which has not been reported before departure of the Guest.
- 4.3.14 Contractor's staff should not seek any tips or favour from guests for services rendered.
- 4.3.15 During their stay, guests' miscellaneous needs like laundry, medicines, etc., are to be attended to and applicable charges collected from the guest at actuals, providing relevant bills. In cases where these services are to be rendered at BHEL's cost, the same will be intimated to the Contractor by the BHEL officials. However, the Contractor's staff should not extend any services like procurement of cigarettes or liquor which are prohibited in the Guest House.
- 4.3.16 To order newspapers / magazines as advised by BHEL, coordinating with newspaper agents and settling their bills at the end of the month. This will be reimbursed by BHEL along with the Contractor's monthly bill when supported by relevant suppliers' bills along with a date wise statement of room occupation and newspaper provided during that month.
- 4.3.17 Each contract personnel is eligible for statutory provisions viz. paid Weekly Off, National holidays and Leave etc., The contractor should keep adequate reserve staff to maintain minimum manpower in each category as instructed by authorised BHEL official or not less than indicated in BOQ table to comply with the statutory rules and regulation.
- 4.3.18 Telephone at the reception should be manned at all time by the contractor's staff.
 - 4.3.18.1 For Telephone not manned or messages not taken properly or not passed on promptly a penalty of Rs. 250/- (Rupees Two hundred and fifty only) for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month will be levied and deducted from monthly charges.
- 4.3.19 Contractor's staff should respond immediately to call or bell of guests.

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4.3.19.1 For not responding immediately to call or bell of guests a penalty of Rs. 250/- (Rupees Two hundred and fifty only) for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month will be levied and deducted from monthly charges.

4.3.19.2 If any of the contractor's personnel is found to be in disciplined or discourteous, a penalty of Rs. 250/- (Rupees Two hundred and fifty only) per default will be imposed on each occasion. The decision of BHEL in this regard will be final and binding on the Contractor.

4.4 CATERING

4.4.1 Contractor will be responsible for preparation of breakfast, lunch and supper, tea and coffee, etc., as per the menu given in the Price Bid format and as per rates quoted by the bidder in price bid.

4.4.2 Menu may need to be altered for specific guests, special occasions, programs or functions as desired by BHEL, within the overall scope of the menus / rates. For any extra item not included in the Price Bid format, contractor may charge additionally at rates mutually agreed with BHEL.

4.4.3 Raw material standards: Contractor must ensure that high quality ingredients and variety of quality vegetables are always procured for preparation of eatables. For all food preparation, products having Govt. enforced certification marks (fssai, Agmark etc) are only to be used.

4.4.4 In no case should the packed items - foods, beverage, ingredients etc. be used/served at BHEL guest houses after its "sell by" / "Best if used by(or before)" / "Guaranteed fresh" / "Use by" / "Expiry date" etc.

4.4.4.1 If the packed items - foods, beverage, ingredients etc. are used/served at BHEL guest houses after its "sell by" / "Best if used by(or before)" / "Guaranteed fresh" / "Use by" / "Expiry date" etc, a penalty of Rs. 500/- (Rupees Five hundred only) per default will be imposed on each occasion.

4.4.5 BHEL's authorized official has the right to test the quality of food, reject any ingredient that may be found to be sub-standard. If any ingredient found to be inferior in quality in the opinion of BHEL or its authorized representative, the same should not be used and the contractor will replace the same immediately.

4.4.6 All raw materials used should be free from adulteration or any foreign material. Contractor should also ensure that the used edible oil is not re-used for any other cooking purpose. Fresh vegetables and milk / beverages should be used. Quality and storage of the raw materials and other ingredients are liable to be inspected at any time by authorized BHEL officials and should be improved / changed if so advised by BHEL.

4.4.7 List of brands to be used are furnished below (List is indicative and not exhaustive). In case of any deviation, prior approval to be obtained from the designated BHEL official.

INGREDIENT	BRANDS
Refined ground nut oil / sunflower oil	Fortune, Safola, Godrej, Sundrop
Ghee	Aavin, Amul, RKG, Aashirvaad
Butter / Cheese	Amul, Hatsun, Milky mist
Jam and Sauces	Kissan, Maggi, Heinz
Bread	Modern, Harvest, Nilgiris
Corn flakes	Kellogg's, Bagrry's
Rice for Lunch / Dinner	White ponni – Any reputed Brand
Basmati Rice for pulavs	India Gate, Red Fort

4.4.7.1 Using brands not permitted in the contract without prior permission or adulteration of food will invoke a fine of Rs. 1,000/- (Rupees One thousand only) for every instance and deducted from monthly charges.

4.4.8 Contractor should take advance orders from guests staying in the rooms for daily food requirements. Only the BHEL official / in charge of Guest Houses is authorized to place orders on the Contractor for any other official program, functions or special occasion.

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- 4.4.9 Contractor should display the full menu with boarding tariffs in Dining Halls (in English of size 2 X 3 feet) in addition to display of daily menu near the serving counter or dining hall entrance.
- 4.4.9.1 For Failure to display the full menu with boarding tariffs in Dining Halls as specified , penalty of Rs. 250/- (Rupees Two hundred and fifty only) for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month will be levied and deducted from monthly charges.
- 4.4.10 Contractor should provide healthy food to Guests as per the menu prescribed by BHEL. In exceptional cases, Contractor may have to prepare special food as required by Guests on medical grounds.
- 4.4.11 Contractor should procure and store sufficient quantity of high quality ingredients in a hygienic manner at his own risk in the guesthouses to ensure preparation of food in time.
- 4.4.12 Timings for services will be as informed by BHEL.
- 4.4.13 Laying of tables setting for each service, display of chafing dishes, filling of food as per the menu and replenishing with food from time to time on each service.
- 4.4.13.1 For Failure to use chafing dishes for each service or as instructed by guest house in charge, penalty of Rs. 250/- (Rupees Two hundred and fifty only) for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month will be levied and deducted from monthly charges.
- 4.4.14 Every food preparation should be used for one-time service only and the left-over food should not be served during the next meal / service.
- 4.4.15 Contractor will be responsible for service of food and beverages in the Dining Halls and for Morning Tea / Coffee service in the respective Guest Rooms for all guests. Room Service should be provided to VIPs on request and other guests in case they are not able to reach Dining Hall due to medical reasons.
- 4.4.15.1 For complaints from guests of poor service or quality of catering including room service based on feedback form, penalty of Rs. 250/- (Rupees Two hundred and fifty only) for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month will be levied and deducted from monthly charges. The same is applicable for not getting up early in the morning or staying up late when required or not serving bed tea to guest's at specified time.
- 4.4.15.2 If the quality of milk is not found up to appropriate standard, or it is diluted, a fine of Rs. 500/- (Rupees Five hundred only) per instance would be imposed.
- 4.4.15.3 If BHEL finds that a certain meal was not cooked properly then a fine of Rs. 500/- (Rupees Five hundred only) per meal would be imposed.
- 4.4.15.4 Hard and / or sharp objects like glass pieces, nails, hard plastic etc. will attract a penalty of Rs. 5,000/- (Rupees Five thousand only) per incident.
- 4.4.16 Contractor should provide efficient and prompt service to all Guests.
- 4.4.17 Contractor should ensure removal of empty cups and saucers from the rooms immediately after service.
- 4.4.17.1 For failure to remove empty cups and saucers from the rooms immediately after service, penalty of Rs. 250/- (Rupees Two hundred and fifty only) for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month will be levied and deducted from monthly charges.
- 4.4.18 Contractor is solely responsible for preparation of all food under strictly hygienic conditions without any compromise. Disposable gloves, mask and cap should be worn by the catering staff while serving food failing which penalty will be imposed.
- 4.4.18.1 Not wearing mask, cap and disposable gloves while serving food will attract a Penalty of Rs. 250/- (Rupees Two hundred and fifty only) for the first occasion and Rs. 500/- (Rupees Five

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hundred only) for each subsequent occasion within the same month and deducted from monthly charges.

- 4.4.18.2 Any complaints of insects and / or foreign objects (stone, hair, rope, cloth, plastic, etc.) cooked along with food found in any food item would invite a fine of Rs. 500/- (Rupees Five hundred only) per instance.
- 4.4.19 All Contractor's staff on duty should be in good health and hygiene and should wear clean, washed and neatly pressed uniforms and shoes with socks, name plates and photo ID cards while on duty.
- 4.4.20 Contractor should ensure total cleanliness and regular cleaning of all kitchen facilities.
- 4.4.20.1 Three or more complaints of unclean utensils in a day would lead to a fine of Rs. 500/- (Rupees Five hundred only) per meal.
- 4.4.21 Contractor should perform the above services to the satisfaction of the designated BHEL Guest House official. If any shortcomings are found, then on oral or written instruction, Contractor should rectify the shortcomings immediately failing which penalty at the sole discretion of BHEL is liable to be levied.
- 4.4.22 Contractor should ensure that cooks are professionally-qualified / experienced persons, well-versed in all types of Vegetarian, Non-Vegetarian and Continental food preparation. In case of deficiencies in cooking as decided by the designated BHEL official, cooks will need to be changed immediately by the Contractor.
- 4.4.22.1 If cooks are not changed as decided by the designated BHEL official, Penalty of Rs. 250/- (Rupees Two hundred and fifty only) per day will be levied in addition to pro-rata deduction as applicable from the charges towards providing manpower. Above penalty is also applicable in case a professionally qualified / experienced cook is not available or is absent from duty and will be deducted from monthly charges.
- 4.4.23 On special occasions at the Guest House or in any other location specified by BHEL, Contractor should be ready to undertake food arrangements as per the rate contract. For any arrangement not covered in the contract, payment will be made on production of bills duly certified by the authorized BHEL official in charge of Guest Houses.
- 4.4.24 If BHEL requires procurement of any outside food preparations, Contractor should arrange for the same and claim the expenditure in his regular bills enclosing the suppliers' bill wherever possible or claim the amount on self-certification basis.
- 4.4.25 Contractor may inspect the kitchen equipment, crockery and cutlery, etc. provided by BHEL at the Guest House and is free to make use of the same for providing the services specified in this contract. For any additional requirement, Contractor may bring his own equipment.
- 4.4.26 All cooking fuel costs will be borne by the Contractor and should be included in the cost of Food. Contractor will be responsible for booking and procurement of gas cylinders in time so as to ensure availability of sufficient fuel for guest house operation on a continuous basis.
- 4.4.27 Contractor should attend to any / all catering requirements of BHEL whether covered contractually or otherwise, at pre-determined price as per the contract or mutually agreed rates.
- 4.4.28 Menu for food and beverage to be served as per Annexure – G.
- 4.4.29 The disposal of garbage on daily basis is the responsibility of the contractor only.

4.5 HOUSEKEEPING

- 4.5.1 Contractor should provide Housekeeping services for all the rooms available in the Guest House and allied areas including lounges, dining halls, corridors, porticos, etc. Quantity and Frequency of cleaning is given in Annexure – C.
- 4.5.2 All the necessary housekeeping materials for the performance of services should be procured by the Contractor periodically at Contractor's expense (approximate monthly requirement as given in

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Annexure – E). Any other item deemed required for housekeeping by the contractor may be procured at his own expense.

Contractor will procure all the materials required for providing Guest amenities and extra items for all Guests including toothbrush toothpaste(20 gm), and sample bathing soap (35 gm), shampoo (5 ml), coconut oil (2 ml), pocket comb and talcum powder (15 gm). All such items should be of popular brands such as Dettol, Lifebuoy, Colgate, Close-Up, Oral B, Pepsodent, Meswak, Gillette, Lux, Cinthol, Rexona, Hamam, Medimix, Santoor, Clinic Plus, Pantene, Sunsilk, Parachute, Dabur, VVD.

4.5.3 Details of Guest Amenities and consumption is to be sent in excel format along with Daily MIR. Extra items like disposable razor, sachet shaving cream, and sachet body lotion, shower cap, etc. are to be provided for VIPs as specified by BHEL and the cost of the same will be reimbursed in the monthly bill.

4.5.3.1 For deficiency in quality, quantity or number of guest amenities provided to guests including replenishment on request by the guest, cost thereof will be recovered from monthly bill in addition to penalty of Rs. 100/- (Rupees One hundred only) per occasion and deducted from monthly charges.

4.5.4 Contractor should provide one English Newspaper i.e. The Hindu in all occupied Guest Rooms. Lounges / Reception areas will have minimum two copies each of The Hindu and any other English / Tamil newspaper / magazine as directed from time-to-time by BHEL. Except for Lounges / Reception Areas for which newspapers are to be procured on a daily basis, procurement of newspapers for rooms will be occupancy-based. Expenditure towards the same will be borne by the Contractor and claimed from BHEL in the monthly bill.

4.5.4.1 Failure to provide Newspaper in occupied rooms and Lounges / reception will attract a penalty of Rs. 250/- (Rupees Two hundred and fifty only) for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and deducted from monthly charges.

4.5.5 All Guest Rooms should be kept neat and tidy always as soon as they are vacated to enable BHEL to allocate the rooms at any time.

4.5.5.1 Failure to keep rooms neat and tidy immediately after they are vacated will attract a penalty of Rs. 250/- (Rupees Two hundred and fifty only) for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and will be deducted from monthly charges.

4.5.6 All linen in Guest Rooms including towels, bedspreads, bed sheets and pillow covers should be changed on alternate days in the guest rooms.

4.5.6.1 Failure to change linen in the guest rooms on alternate days will attract a penalty of Rs. 250/- (Rupees Two hundred and fifty only) for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and will be deducted from monthly charges.

4.5.7 Contractor will be responsible for making the beds. All rooms, bathrooms and toilets are to be cleaned and mopped twice daily or more frequently, as required, and also as and when vacated by Guests, with high quality disinfectants such as Lizol, Harpic etc.

4.5.7.1 Failure to make beds and clean rooms, bathrooms and toilets daily will attract a penalty of Rs. 250/- (Rupees Two hundred and fifty only) for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and will be deducted from monthly charges.

4.5.8 Ceilings, ceiling fans, windows, window panes, are to be cleaned regularly and in any case once in seven days while all common areas including lounges, corridors are to be swept and swabbed twice daily or more frequently as required.

4.5.8.1 Failure to dust and clean ceilings, ceiling fans, windows, window panes and all common areas within specified days will attract a penalty of Rs. 250/- (Rupees Two hundred and fifty only) for the

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first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and will be deducted from monthly charges

- 4.5.9 All rooms and service areas are to be cleaned and washed twice a day by using cleaning agents such as Harpic, soap oil, phenol etc. on each time. Room fresheners and deodorants to be used in all the bathrooms, toilets.
- 4.5.9.1 Failure to clean rooms and service areas twice a day will attract a penalty of Rs. 250/- (Rupees Two hundred and fifty only) for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and will be deducted from monthly charges.
- 4.5.10 Bath rooms are to be replenished with fragrant deodorants such as Odonil, Wonder Fresh, Deo n fresh etc. and fragrant sanitary cubes to be provided in urinals. Mosquito repellent should be available at all time in all rooms and service areas like lounge dining halls etc. and is to be replaced as and when required.
- 4.5.10.1 Failure to replenish deodorants and mosquito repellents will attract a penalty of Rs. 250/- (Rupees Two hundred and fifty only) for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and will be deducted from monthly charges.
- 4.5.11 Bathroom taps and chrome fittings should be cleaned once in seven days with cleaners such as Blueoxy, Silvo etc. Mirrors should be sprayed and wipe cleaned daily using glass cleaners such as Colin, 3M etc.
- 4.5.11.1 Failure to clean bathroom fittings and mirrors as specified will attract a penalty of Rs. 250/- (Rupees Two hundred and fifty only) for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and will be deducted from monthly charges.
- 4.5.12 Contractor should maintain high standards of cleanliness and hygiene throughout the Guest House including Kitchen and dining halls.
- 4.5.12.1 If Hygiene of dining hall, kitchen etc., is not up to the desired standards penalty of Rs. 250/- (Rupees Two hundred and fifty only) will be imposed for the first occasion after warning and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and will be deducted from monthly charges.
- 4.5.13 In case the contractor is asked to make extra arrangements like Fruits, Flowers, Snacks etc., during any event or visits of VVIPs, reimbursement at actuals will be made towards the same on production of relevant bills wherever possible.
- 4.5.14 Wherever it is not possible to produce the suppliers' bills, the contractor should claim the amount on self-certification basis duly certified by the designated BHEL official. Besides reimbursing the actual cost of such arrangements, BHEL may also reimburse the transportation cost to the contractor in connection with such arrangements. Reimbursement of transportation cost will normally be limited to auto fare.
- 4.5.15 Contractor should take care of miscellaneous requirements like replacement of batteries for clocks, remote control units of TVs / ACs, etc. and reimbursement claimed from BHEL. Guest Room amenities including furniture, linen, TV, refrigerator, AC, geysers, etc., should be regularly checked by the Contractor and maintenance report including replacement of bulbs, batteries, repairs, etc., are to be submitted to BHEL in the specified format.
- 4.5.16 Contractor should ensure proper functioning of all systems in the Guest House including electrical, electronic, sanitation and water supply. Should there be any requirement of attending to emergency problems which are minor in nature, Contractor should arrange to engage a qualified person to get the problem solved with prior concurrence of the designated BHEL official and expenditure incurred, if any, towards the same may be claimed in the monthly miscellaneous bill if so instructed by BHEL.
- 4.5.17 Contractor should make proper flower arrangements in the dining halls and lounges.

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4.6 LAUNDRY AND MAINTENANCE OF PREMISES

- 4.6.1 Contractor should take all required steps to ensure efficient and timely laundry services for the Guest Houses.
- 4.6.2 Bed linen and towels should be regularly washed and kept in clean condition for use. Washing of table clothes, curtains, blankets etc., are to be carried out regularly as required.
- 4.6.3 Details of House linen sent to and received from laundry should be sent in excel format along with Daily MIR.
- 4.6.4 Contractor should charge Guests for laundry of their clothes and collect charges for the same directly from the guests. In exceptional cases, on specific instructions from BHEL, Contractor may claim expenditure incurred for laundry for VIPs.
- 4.6.5 Bed linen, towels, napkins, curtains, furniture upholstery should be regularly washed and kept in clean condition at all times. Soiled / wrinkled linen should not be used in Guest Rooms or common areas on any account. Failure to comply will attract penalty as decided by BHEL and deduction of the same will be from the monthly charges.
- 4.6.6 Contractor should bring washing equipment and provide detergents for laundry, if required.
- 4.6.7 Keeping the Guest House premises / compound neat and free from litter / debris will be the Contractor's responsibility. This includes daily watering of plants, removal and disposal of weeds, trimming of edge plants, removal of shrubs/wild bushes, bushes along the inner and outer periphery of gardens, planting of seasonal flowers. Periodical applying of Govt. approved pesticides, fertilizers, manure etc., and regular mowing of lawn once in a month.

4.7 CONTRACTOR'S PERSONNEL

- 4.7.1 Successful contractor will be responsible for smooth running of the Guest House and should post a team of qualified / experienced personnel under the leadership of a capable Manager / In-charge with a Full-time course in Hotel Management / Catering Technology and relevant experience who will report to the authorised BHEL official or in charge of Guest Houses.
- 4.7.2 Substitute with the same qualification and experience should be posted immediately whenever the above manager / in-charge is absent.
 - 4.7.2.1 Failing to post Qualified (Full-time course in Hotel Management / Catering Technology) Manager / In- Charge will attract penalty of Rs. 250/- (Rupees Two hundred and fifty only) per day in addition to pro-rata deduction as applicable from the charges towards providing manpower.
- 4.7.3 Contractor will also maintain qualified / well-trained and competent Personnel for all services specified in the tender including and not limited to the following:
 - 4.7.3.1 Manpower required to prepare and serve meals of different cuisines including vegetarian, non-vegetarian and continental and to maintain the Guest House and surrounding premises in total cleanliness and hygienic conditions.
 - 4.7.3.2 Contractor's employees deployed on BHEL's premises should be physically fit and able-bodied with good eye sight and hearing power and should also be able to speak / converse fluently in the regional language where the Guest House / Transit Flat is situated and should additionally understand English.
 - 4.7.3.3 Contractor should always maintain the minimum number of personnel as instructed by the authorised BHEL official or as indicated by BHEL in the Price Proforma. However, during any major event or visit of dignitaries, additional manpower as may be required to meet the work load, will have to be provided at no extra cost.
 - 4.7.3.4 Contractor should have sufficient reserve staff for substituting the workers against weekly off, leave etc. to comply with Factory Act 1948.
 - 4.7.3.5 If, at any stage during the contract period, BHEL observes that the personnel engaged by the contractor are not capable of carrying out the Catering and / or House Keeping services in the Guest

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House according to professional standards, BHEL will take steps as deemed necessary including termination of the contract, in the overall interests of Guest House operations.

- 4.7.4 The tenderer should get the character / antecedence consisting of Police verification, qualification, address and age of each and every workers deployed by them at the job premises and the same should be submitted to BHEL before engaging and deploying them in our premises. In case the contractor desires to change the manpower deployed by him, due to any reason, the new incumbent should be deployed with the clearance of Contract Awarding Executive by submitting the proof of identity and Medical certificate for fitness. Police verification of such workers should be furnished within 02 months of deployment.
- 4.7.4.1 The contractor should give certificate of antecedents of each of his employees from the local police station within specified period failing which penalty of Rs. 250 (Rupees Two hundred and fifty only) will be imposed per person per day until police clearance is submitted.
- 4.7.5 Tenderer to ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience, etc. Tenderer will be fully responsible for theft, burglary, fire or any mischievous deeds by their personnel. Tenderer will engage only such employee who are medically fit and are disciplined.(mentioned in 4.7.9)
- 4.7.6 The contractor should submit bio data of all workers deployed at site to contract cell before commencement of contract or within 15 days after commencement along with following documents:
- I. Aadhar copy
 - II. Bank pass book front page / Cancelled Cheque
 - III. Vaccine certificate
 - IV. ESIC e - pehchan card
 - V. Police verification report / acknowledgement
 - VI. Medical fitness certificate
- 4.7.7 Contractor should ensure that the employees deployed in the guest house comply with all precautions (including vaccination, appropriate behaviour in guest house premises etc.) and instructions related to prevention of any infectious disease / pandemic / epidemic given by Central / State Govt. from time to time.
- 4.7.8 Contractor should ensure strict compliance with Child Labour (Prohibition and Regulation) Act 1986 and should not engage a person below the age of 18 years at any time for any work under this contract.
- 4.7.9 Contractor will be solely responsible for providing for all requirements of his employees, including and not limited to the following:
- 4.7.9.1 Payment of wages and all allowances as per applicable Central and State Govt. statutes and regulations.
- 4.7.9.2 Deduction, collection and payment of all taxes on behalf of his employees and compliances with all statutory requirements including but not limited to PF, ESI etc., and notifications made by any Government authority having jurisdiction.
- 4.7.9.3 Prompt replacement of any personnel whose performance is unsatisfactory or otherwise required to be changed for any other reason.
- 4.7.10 Personnel employed by the Contractor should be healthy in all respects and must produce medical certificates to substantiate the same as required by BHEL or BHEL's medical officer. Annual medical check-up should be done for all of the Contractor's employees. BHEL is at liberty to subject any personnel employed by the contractor to medical check-up by BHEL doctor / any other authorized doctor at any time on a cost-recovery basis.
- 4.7.11 All personnel posted by the Contractor at the Guest House should be trained to handle fire-fighting systems, administer First Aid in emergencies, etc.

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- 4.7.12 In the interest of efficient operation of the Guest House, BHEL may seek change of staff belonging to the Contractor which he should comply with. However, the Contractor should not indulge in shifting his staff from BHEL Guest House to other clients without the permission of BHEL.
- 4.7.13 The Contractor should engage specified number of competent employees for running the Guest Houses on round-the-clock basis. All expenses on account of payment of salary / wages / provisions of food stuff / eatables for contractor's employees / uniforms / Personal Protective Equipment and other benefits including statutory payments like PF, ESI, Holiday wages, Gratuity, Bonus, etc., to the contractor's employees should be met by the Contractor.
- 4.7.14 Contractor will have full control of his employees including the right to appoint, determine service conditions, discharge, dismiss, or otherwise terminate their services at any time. Contractor will be solely responsible for any claim arising out of employment or termination of employment of his employees and any other statutory payments.
- 4.7.15 Contractor should fully indemnify BHEL for any default or non-observance by the Contractor or any of his representatives of any of the provisions of the above mentioned enactments and the rules framed there under. Even though the Contractor will be solely liable for settlement of any claim made by any persons due to non-observance by the Contractor of any of the provisions or otherwise of the enactments cited above, BHEL reserves the rights to settle directly any amount due by the Contractor as mentioned above and to recover such amounts from any of the amounts payable by BHEL to the Contractor or in the absence of the same as debt due to BHEL from the Contractor.
- 4.7.16 Contractor should, whenever required by BHEL or Govt. officials authorized under the statutes, produce for inspection, all forms, registers and other records required to be maintained under various statutes.
- 4.7.17 Contractor should provide all stationeries, boarding charts etc for proper upkeep of records. Printing and supply of bill books towards lodging and guest register only will be in the scope of BHEL.
- 4.7.18 Contractor should produce documentary evidence in proof of effecting the said statutory payments. Non-observance of the provisions will be construed as default by the Contractor to make such payment, and payment of his bill will be withheld.
- 4.7.19 Contractor should maintain necessary Qualified / Trained competent personnel in each category of work, in accordance with the rules. They should meet all the requirements and fulfil all the activities mentioned in the schedule.
- 4.7.20 The personnel should have pleasing personality, be courteous, have good communication skills and experienced in serving high-level guests. Hence, the contractor should engage personnel who know Tamil/ English /Hindi.
- 4.7.21 Weekly duty roster of the staff should be made available to BHEL on the last working day of each preceding week.
- 4.7.22 Identity Cards and Name Plates: Contractor should ensure that all staff engaged by him must wear and display colour Photo Identity Cards and Plastic Name Plates / Tags (Dark Blue Letters on white background) prominently on their uniform at all times while on duty. All personnel of the Contractor will strictly follow the security regulations of BHEL.
- 4.7.23 BHEL has no responsibility whatsoever towards the Contractor's employees and the Contractor will be solely responsible for supervising and managing his employees. In the event of any dispute between the Contractor and his employees, the Contractor alone will be responsible for settlement of any claim and consequences that may arise out of any such dispute, whether statutory or otherwise.
- 4.7.24 The contractor should ensure that the minimum wages are paid to the employees as per the prevailing rules of Govt. of Tamilnadu which are applicable to General Engineering and Fabrication Industry, inclusive of Bonus after remitting PF and ESI contributions ONLY in their respective bank accounts by means of NEFT / RTGS. While submitting the bills, the contractor should submit a proof of payment made to the employees through bank along with PF and ESI contribution challans to Welfare section every month.

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- 4.7.25 Contractor will be solely responsible for the operations of the Guest House. The operations will be monitored at all times by the designated officials of BHEL. Contractor will ensure availability of a supervisor on round-the-clock basis for contact by the designated officials of BHEL.
- 4.7.26 Contractor should employ only such personnel under this contract, who are medically fit. BHEL has the right to direct the Contractor to remove from the premises his personnel who are found to be unfit on physical, hygienic, clinical, and medical or on disciplinary grounds.
- 4.7.27 Contractor should comply with the provisions of all the Govt. Statutes and Regulations including the following:
- 4.7.27.1 Factories Act 1948
 - 4.7.27.2 Contract Labour (Regulation and Abolition) Act 1970
 - 4.7.27.3 Child labour (Prohibition and Regulation) Act 1986
 - 4.7.27.4 ESI Act 1948
 - 4.7.27.5 Employees Compensation Act 1923
 - 4.7.27.6 Employees Provident Fund and Miscellaneous Provisions Act 1952
 - 4.7.27.7 Minimum Wages Act 1948
 - 4.7.27.8 Payment of Wages Act 1936
 - 4.7.27.9 Payment of Bonus Act 1965
 - 4.7.27.10 Payment of Gratuity Act 1972
 - 4.7.27.11 Catering Establishment Act 1958
 - 4.7.27.12 Industrial Establishment (National and Festival Holidays) Act 1958
 - 4.7.27.13 Any other Laws and Rules as may be applicable to contract workers from time to time including obtaining of license under Contract Labour (Regulation and Abolition) Act. Contractor should produce registers, Income Tax returns and records and comply with other directions issued by BHEL for compliance of the above statutory provisions.
- 4.7.28 BHEL will not make any separate payment towards the expenses incurred by the Contractor for complying with the above or any of the statutory provisions regarding Contractor's staff.
- 4.7.29 Contractor should comply with all operational rules and regulations, including security and disciplinary rules framed by BHEL and made applicable to the whole or part of the premises wherein the Contractor or his employees happen to be working. In the event of any of the Contractor's employees violating the said rules and regulations or in any way becoming objectionable to the company, the Contractor should immediately remove such employees from BHEL's premises and indemnify BHEL for any loss on such violation of the rules and regulations.

4.8 STAFF UNIFORMS

- 4.8.1 The contractor has to ensure that uniform and turnout of the workforce shall be smart and proper at all times. Thus, it will be the responsibility of contractor to provide adequate uniform and protective clothing items to all workforce deployed by them.
- 4.8.2 The contractor will be solely responsible to procure and issue the prescribed uniform and accessories to the workforce deployed by him and details of the same have been appended below. The uniform shall not be similar to any colour/pattern prohibited by any existing law in force in the country. The contractor should ensure that while on duty, his workforce put proper uniforms (**distinctive colour code for each category of workforce**) and in neat and clean conditions issued to them by the contractor.

SL NO	ITEM	UNIFORM ARTICLES FOR
1	Uniform (Plain Shirt /T shirt with collar and company's logo + pant)	

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2	Black leather shoes	Male
3	Black socks	
4	Black leather belt	
5	Saree with blouse / Chudidhar Suit with overcoat	Female
6	Black leather footwear	
7	Socks black/blue	
8	Name plate (Plastic)	For all
9	Photo ID	

4.8.3 Contractor should provide mask and gloves and ensure wearing of mask and gloves at all times while on duty for all the contractor's staff.

4.8.3.1 Failure to wear mask and gloves at all times will attract Penalty of Rs. 250/- (Rupees Two hundred and fifty only) for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and will be deducted from monthly charges.

4.8.4 All personnel should wear mask, caps and use transparent disposable gloves while serving food. In case any employee of the Contractor does not report for duty in uniform, the same may be condoned only once a month.

4.8.4.1 Failure to wear full uniform including shoes, socks, name plate, photo ID card, etc. and not wearing mask, caps and disposable gloves while serving food will attract Penalty of Rs. 250/- (Rupees Two hundred and fifty only) for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and will be deducted from monthly charges.

4.9 ACCOUNTING, SUBMISSION AND PROCESSING OF BILLS

4.9.1 Contractor should properly account for the food items served which are liable to be checked and counter-checked as per the systems specified by BHEL.

4.9.2 The contractor should ensure collection of room rent from the paying guest through POS machines (provided by BHEL for remittance to BHEL account). The same has to be properly accounted for with necessary paper work and details should be regularly submitted to Guest house section on every Wednesday.

4.9.3 In case of Company Guests for whom BHEL will make payment, the Contractor should keep proper account of various claims against Food and other Miscellaneous Items. In case of making miscellaneous items by purchasing the same from outside, the Contractor should produce Bills of such purchases along with his claim.

4.9.4 Necessary records are to be maintained by the responsible person appointed by the Contractor which is to be audited from time to time by the BHEL officials or the auditor appointed by BHEL.

4.9.5 Payment will be admitted and cleared for the quantity of food items served only and not on the quantity prepared.

4.9.6 Contractor is fully responsible for the wastages of food items prepared at the Guest House. So, any wastage of food items will have to be borne by the Contractor.

4.9.7 Payment will be made after completion of work on pro-rata basis based on actual work executed as per BOQ / actual deployment of manpower / instructions of BHEL's official after acceptance and certification of BHEL's official.

4.9.8 Contractor will be responsible for making payment of wages of his employees through bank into the individual employees bank accounts within 7 days from the last day of wage period through EFT and produce bank document in support of the same. The contractor should also obtain the signature at

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the end of entries in the wage register from BHEL official of contract operating department. If the 7th days falls on Sunday or holiday the payment should be made on the previous working day

- 4.9.9 Along with bills, Contractor has to furnish copy of the following documents for further processing of bills:
- 4.9.9.1 The Contractor should submit the bill within a week after the end of each month in triplicate copies detailing the various items of work done during the month supported by the requisitions issued from time to time.
 - 4.9.9.2 Proof of payment of GST failing which BHEL will not be able to make payment against the invoice as per existing government guidelines.
 - 4.9.9.3 The salary/wages to the workmen concerned to be remitted through online mode in the bank account of the workmen and relevant Bank statement / proof for Bank payment should be produced along with PF and ESI challans.
 - 4.9.9.4 Details, as instructed by authorised BHEL official in excel format like summary of Feedback form from guests etc is to be submitted.
 - 4.9.9.5 Any other relevant document which is required from time to time as per BHEL requirement.
- 4.9.10 Payment will be made after completion of work on pro-rata basis based on actual work executed after acceptance and certification of BHEL's official. Payment shall be made after 45 days of submission of bill complete in all respect including copies of attendance sheet, biometric attendance, wage register, proof of payment to workmen through bank, proof of PF / ESI payment, proof of GST payment made against the invoice.
- 4.9.11 Contractor's bill can be processed for payment only on submission of all supporting documents including proof of attendance, personal payments, statutory payments like ESI, PF, GST declaration, statement of inventory, consolidated statement of manpower with biometric attendance details etc. BHEL will make payment only through the Electronic Fund Transfer (EFT) method.
- 4.9.12 In case of increase in rooms during the contract period, payment will be made against the consumables / services on pro rate basis.

5. CONTRACT PERIOD AND PLACE OF WORK

Outsourced guest house operations including catering and housekeeping services for Kailas and Rockfort House at Tiruchirappalli.

1. Duration of the contract: **Twenty Four months** from the date of award of contract.
2. The work should be carried out at BHEL Tiruchirappalli Complex.

6. LIQUIDATED DAMAGES (LD)/PENALTY:

- 6.1 Start of services should be made by the contractor in accordance with the time schedule specified in the work order.
- 6.2 In case the services are not started on the stipulated date as indicated in the work order, BHEL reserves the right to cancel the work order and/or recover liquidated damage charges to the extent of the charges incurred by BHEL in making alternative arrangements along with penalty of Rs. 1000/- per day for the delay period.
- 6.3 If the contractor fails to make payment of wages of his employees through bank into the individual employees bank accounts within 7 days from the last day of wage period through EFT penalty of Rs. 1000/- per day for the delay period, irrespective of number of employees in this contract.
- 6.4 If the contractor fails to make payment of ESI and PF amount to the statutory authority to his employees working in this contract on or before 20 day from the last day of wage period penalty of Rs. 500/- per day for the delay period, irrespective of number of employees in this contract.
- 6.5 Cancellation of the work order shall be at the risk and responsibility of the contractor and BHEL reserves the right to award the work at the risk and cost of the defaulting contractor.
- 6.6 Penalties as per Annexure - F.

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7. PAYMENT TERMS:

- 7.1 Payment will be made after 45 days of issue of CRAC / SDA for MSE Vendor, 60 days of issue of CRAC / SDA for Medium Enterprises & 90 days of issue of CRAC / SDA for Non MSE vendors on completion of work/ service entry sheet, on pro-rata basis on acceptance and certification of bills by BHEL Engineer-in-Charge.
- 7.2 The Contractor should submit the bill within a week after at the end of each month in triplicate copies detailing the various items of work done during the month supported by the requisitions issued from time to time. The Contractor shall, once in every month, submit to the respective area HOD separately details of their claims for the work done by them up to and including the previous. He should in addition furnish a clear certificate to the effect that the claims submitted by him as aforesaid cover all his claims and that no further claims shall be raised by him in respect of the work done up to and including the period under report. Payment will be at the sole discretion of BHEL.
- 7.3 Along with bills, Contractors has to furnish copy of the following documents for further processing of bills:
 - a) Copy of payment challan of previous Month / Quarter as proof of deposit of GST along with a certificate from the Contractor that GST collected from BHEL has been remitted to tax authorities
 - b) Any other relevant document which is required from time to time as per BHEL requirement.
 - c) If the Contractor is not registered for any statutory obligation and not liable thereto, then a declaration shall be submitted along with offer that they are within the threshold limit.
- 7.4 If the Contractor is not registered for any statutory obligation and not liable thereto, then a declaration should be submitted along with offer that they are within the threshold limit.
- 7.5 No advance may be paid for operational or any other expenses.
Goods and Services tax will be payable extra by BHEL at prevailing rates and corresponding TDS will be made as per Government norms.

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ANNEXURE – A

KAILAS HOUSE

AVAILABLE ASSETS (EQUIPMENT, CROCKERY, CUTLERY, FURNITURE, LINEN ETC.)

Sl	DESCRIPTION	QUANTITY
1	ALMIRAH WOODEN	4
2	ALMIRAH STEEL	6
3	CHAIR DINING WOODEN WITH CUSHION	35
4	COAT HANGERS	110
5	COT- WOODEN- SINGLE	39
7	KEY PANEL WOODEN	1
8	DOOR MAT RUBBER LARGE GH ENTRANCE	--
9	BATH MAT – COTTON	33
10	SIDE BOARD WOODEN WITH GLASS DOOR	1
11	SOFA SET DOUBLE SEATER BROWN	8
12	SOFA SET SINGLE SEATER BROWN	8
13	SOFA SET SINGLE SEATER BLACK	43
14	SOFA SET 3-SEATER BLACK	4
15	T V STAND WITH WHEEL	1
16	CORNER TABLE WITH BROWN CUSHION	4
17	CORNER TABLE WITH RECTANGULAR GLASS TOP	3
18	CENTRE TABLE WITH ROUND GLASS TOP	22
19	DINING TABLE WITH GLASS TOP	4
20	DINING TABLE WOODEN	12
21	WRITING TABLE WOODEN	17
22	BED SIDE TABLE WOODEN WITH DRAWER	27
23	TEAPOY WOODEN	1
24	UMBRELLA	2
25	FLOWER VASE CERAMIC	10
26	WALL CLOCK ELECTRONIC	17
27	BUCKETS PLASTIC	14
28	MUG PLASTIC	24
29	WATER HEATER (GEYSER)	29
30	WATER PURIFIER	--
31	MAT DOOR	--
32	AMENITIES TRAY	30
33	CASSEROLE / HOT PACK SS	--
34	CHEFFING DISH 3 PART SET SS	7
35	COOKING OVEN GAS STOVE TWO BURNER-DOMESTIC TYPE	--
36	COOKING VESSEL SS	6
37	COOKING VESSEL ALUMINIUM	4
38	DOSA PLATE SS WITH STAND AND GAS BURNER	1
39	DOSAI TAWA IRON	--

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40	FORK SS AP	30
41	ICE BOX MILTON PLASTIC	1
42	JELLY MOULD ALUMINIUM	5
43	CUSTARD MOULD ALUMINIUM	3
44	KADAI SS	--
45	KATORI CUP SS	22
46	KITCHEN LADLES SS	14
47	KITCHEN LADLES ALUMINIUM	1
48	KNIFE SS-AP	5
49	KNIFE-BREAD	--
50	LID - ALUMINIUM	4
51	LID SS	14
52	NAPKIN STAND-PLASTIC	5
53	BASIN SS	3
54	BUCKET SS	2
55	WATER JUG-1 LTR SS	1
56	SS SERVING DISH-4 COMPARTMENTS	1
57	TUMBLER SS	18
58	SERVICE TRAY-S S	18
59	SPOON-TABLE SERVICE	4
60	SPOON SS- AP	37
61	SPOON SS- TEA / DESSERT	--
62	SS PLATE-THALI PLATE	24
63	SS TIFFEN CARRIER WITH 5 COMPARTMENTS(BIG)	1
64	STRAINER-S S - VEGETABLE	--
65	TEA KETTLE-2 LITRES CAPACITY-SS	1
66	TEA KETTLE-2 LITRES CAPACITY- ALUMINIUM	1
67	CHAPATHI ROLLER-WOODEN	--
68	WET GRINDER- ELECTRIC OPERATED	1
69	BOWL CURRY CERAMIC WITH LID	4
70	BOWL SOUP CERAMIC	46
71	COASTER TEA / COFFEE	12
72	CRUET SET SALT AND PEPPER SS / PLASTIC	--
73	ICE CREAM CUP	--
74	CUP- TEA / COFFEE	9
75	SAUCER-TEA / COFFEE	112
76	DISH- LARGE- FLAT-CERAMIC	4
77	JUICE GLASS	15
78	WATER GLASS	72
79	JUG-GLASS-WATER	4
80	JUG-PLASTIC-WATER	5
81	FULL PLATE CERAMIC	40
82	HALF PLATE CERAMIC	22

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83	SUGAR POT	22
84	POT-MILK	19
85	TEA / COFFEE POT	34
86	SOUP SPOON (CERAMIC AND PLASTIC)	--
87	DOUBLE BED SHEET-COLOUR	10
88	SINGLE BED SHEET COLOUR	72
89	SINGLE BED SHEET -WHITE	100
90	WOOLEN BLANKET	36
91	SINGLE MATTRESS	33
92	PILLOW	27
93	PILLOW COVER	25
94	BATH TOWEL	45
95	AIRCONDTIONER WITH STABILIZER	36
96	FOOD WARMER ELECTRIC (BAIN MARIE) WITH 2 CONTAINERS	1
97	SS THREE SINK DISH WASHING TUB	1
98	SS WASHBASIN WITH 4 TAPS	1
99	TELEVISION -CRT-21 "	28
100	VEGETABLE CUTTING MACHINE	1
101	WORK-TABLE- SS	2
102	VESSEL RACK -SS	2
103	SS COOKING RANGE-TWO SETS OF TWO BURNERS	1
104	CHIMNEY WITH DUCT SYSTEM	1
105	FRESH AIR SYSTEM	1
106	DEEP FAT FRYER-ELECTRICALLY HEATED	2
107	HOT CASE-ELECTRICALLY HEATED (06 TRAY)	--
108	PLATE WARMER CUM STERILIZER-ELECTRICALLY HEATED	--
109	KUTHUVILAKKU WITH WOODEN PEDESTAL	1
110	DG GENERATOR SET-150 KW	1
111	CHANDELIER LIGHT	2
112	POS MACHINE	1

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ANNEXURE – B

ROCKFORT HOUSE

AVAILABLE ASSETS (EQUIPMENT, CROCKERY, CUTLERY, FURNITURE, LINEN ETC.)

SL NO	DESCRIPTION	QUANTITY
1	ALMIRAH WOODEN	3
2	ALMIRAH STEEL	5
3	CHAIR DINING WOODEN WITHOUT CUSHION	22
4	CHAIR DINING WOODEN WITH CUSHION	--
5	CHAIR WOODEN WITH ARMS REST	2
6	VISITORS CHAIR WITH CUSHION STEEL	2
7	VISITORS CHAIR WITH CUSHION WOODEN	35
8	CHAIR WOODEN WITH ARMS REST WIRE TYPE	10
9	CHAIR WOODEN WITH ARMS REST CUSHION TYPE (SOFA CHAIR)	12
10	CORNER TABLE ROUND WOODEN LOBBY	2
11	CENTRE TABLE RECTANGLE WOODEN – LOBBY	6
12	CENTRE TABLE WITH GLASS TOP	16
13	COT STEEL SINGLE	22
14	COT WOODEN SINGLE	90
15	CYCLE WITH CARRIER BSA	--
16	FAN WALL MOUNTED	7
17	KEY BOARD WOODEN	1
18	REFRIGERATORS GODREJ	--
19	SIDE BOARD WITH GLASS DOOR	1
20	SOFA SET THREE SEATER VELVET CUSHION	8
21	SOFA SET SINGLE SEATER VELVET CUSHION	2
22	SOFA SET SINGLE SEATER REXIN	72
23	DRESSING STOOL WOODEN WITH CUSHION	48
24	TEAPOY WOODEN	2
25	TV STAND CUM SHOWCASE WOODEN	2
26	DINING TABLE WOODEN	16
27	WRITING TABLE WOODEN (VARIOUS SIZES)	12
28	DRESSING TABLE WITH MIRROR	2
29	BED SIDE TABLE WOODEN WITH DRAWER	84
30	WRITING TABLE STEEL	2
31	WALL CLOCK ELECTRONIC	38
32	WATER HEATER (GEYSER)	49
33	WATER FILTER ACQUA GUARD	--
34	MAT RUBBER	57
35	BATHROOM MAT CLOTH	45
36	DINING TABLE MAT	--
37	BUCKETS PLASTIC	41
38	MUG PLASTIC	51
39	DUST BIN PLASTIC	70
40	COAT HANGERS PLASTIC	219

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41	WATER PURIFIER	--
42	AMENITIES TRAY	35
43	CASSEROLE / HOT PACK PLASTIC	--
44	CASSEROLE / HOT PACK SS	--
45	COOKING VESSEL SS VARIUOS SIZES	15
46	COOKING VESSEL ALUMINIUM VARIOUS SIZES	7
47	DOSAI TAWA	1
48	FORK SS AP	73
49	IDLY VESSEL ALUMINIUM	1
50	JARANI IRON	1
51	JARANI SS	--
52	KADAI ALUMINIUM	--
53	KADAI IRON VARIOUS SIZES	1
54	KADAI SS	1
55	KATORI CUP SS	125
56	KITCHEN LADDLES SS VARIOUS SIZES	36
57	KITCHEN LADDLE ALUMINIUM	--
58	KNIFE SS AP	5
59	LID SS VARIOUS SIZES	12
60	MASALA DABBA SS WITH 01 PLATE AND 05 CUPS	--
61	MUG SS –VARIOUS SIZES	5
62	PRESSURE COOKER VARIOUS SIZES	--
63	SS BASIN VARIOUS SIZES	3
64	SS JUG 1 LIRES FOR WATER	--
65	SS SAMBADAM WITHOUT LID	--
66	SS TEA KOOJA / KETTLE 4 LITRES CAPACITY	--
67	SS TUMBLER VARIOUS SIZES	4
68	SERVICE TRAY ALUMINIUM	6
69	SERVICE TRAY SS	7
70	SPOON SS AP	52
71	SPOON SS TEA / DESERT	52
72	SPOON SS TABLE SERVICE	19
73	SS PLATE THALI PLATE	6
74	SS TIFFEN CARRIER	--
75	STRAINER SS VEGETABLE	--
76	STRAINER ALUMINIUM VEGETABLE	--
77	TEA FLASK SS	--
78	TEA FLASK PLASTIC	--
79	WET GRINDER ELECTRIC OPERATED	--
80	WEIGHING MACHINE WITH WEIGHTS	1
81	CHEF N DISH SS SET	12
82	POT TEA / COFEE	26
83	POT MILK	14

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84	POT SUGAR	15
85	CUP ICE CREAM	62
86	TEA / COFFEE CUP	--
87	TEA / COFFEE SAUCER	41
88	FULL PLATE CERAMIC	63
89	PLATE QUARTER CERAMIC	46
90	DISH LARGE FLAT	10
91	BOWL ALEMBIC GLASS	3
92	BOWL CURRY CERAMIC	32
93	WATER GLASS	100
94	JUICE GLASS	107
95	CRUET SET SALT AND PEPPER SS	3
96	SOUP BOWL CERAMIC	59
97	SPOON SOUP CERAMIC	75
98	COASTER TEA / COFFEE	36
99	WATER JUG GLASS	14
100	WATER JUG PLASTIC	55
101	BED SHEET SINGLE COLOUR	177
102	BED SHEET SINGLE WHITE	181
103	BATH TOWEL	111
104	PILLOW	31
105	PILLOW COVER	163
106	MATTRESS SINGLE	93
107	WOOLEN BLANKETS	40
108	AIR CONDITIONERS SPLIT TYPE	26
109	FOOD WARMER ELECTRICALLY HEATED (BAIN MARIE) WITH 04 CONTAINERS	1
110	REFRIGERATOR SAMSUNG DOUBLE DOOR	--
111	SS FOUR SINK DISH WASHING TUB	1
112	SOFA 3 SEATER LOBBY	1
113	TELEVISION LCD 60 CM / 22"	16
114	TELEVISION LED LG 42"	1
115	TELEVISION LED 24"	12
116	TELEVISION LED 32"	20
117	VEGETABLE CUTTING MACHINE	1
118	WORK TABLE SS	2
119	VEGETABLE RACK	1
120	VESSEL RACK SS	2
121	SS COOKING RANGE TWO SETS OF TWO BURNERS	1
122	NATARAJA STATUE	1
123	CHANDELIER LIGHT	1
124	POS MACHINE	1
125	NON CONTACT THERMOMETER	1

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ANNEXURE – C

APPROXIMATE MONTHLY REQUIREMENT OF HOUSEKEEPING CONSUMABLES AT KAILAS & ROCKFORT HOUSES

Sl No	Description Of Work	Unit	Frequency	Forenoon	Afternoon	Kailas	Rockfort
1	CLEANING, WASHING						
A	Water Closet	No	Daily	6.00 to 11.30	13.00 to 16.30	31	51
B	Wash Basin	No	Daily	6.00 to 11.30	13.00 to 16.30	33	54
C	Urinal	No	Daily	6.00 to 11.30	13.00 to 16.30	8	-
D	Wash Trough	No	Daily	6.00 to 11.30	13.00 to 16.30	6	6
E	Bathroom	No	Daily	6.00 to 11.30	13.00 to 16.30	32	52
2	SWEEPING & SWABBING						
A	Sweeping and swabbing Room area	Sq.m	Daily	6.00 to 11.30	13.00 to 16.30	468	760
B	Sweeping and swabbing Dining area	Sq.m	Daily	6.00 to 11.30	13.00 to 16.30	170	234
C	Sweeping and swabbing Common area	Sq.m	Daily	6.00 to 11.30	13.00 to 16.30	1068	2336
D	Cob-web removal in all areas	Sq.m	Once a week	6.00 to 11.30	13.00 to 16.30	1087	2045
3	Sweeping and cleaning within compound area	Sq.m	Once a week	6.00 to 11.30	13.00 to 16.30	2261	4127
4	DISPOSAL OF DEAD ANIMALS						
A	Cattle		As Required				
B	Dog, Monkey, Peacock, etc.		As Required				
C	Rat, Cat, etc		As Required				

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ANNEXURE-D

**SITE VISIT CERTIFICATE
FOR HOUSEKEEPING & CATERING SERVICES
(TO BE FURNISHED WITH PART I “TECHNO-COMMERCIAL BID”)**

Name and Address of the Bidder:

.....
.....
.....
.....

Ref. of tender: Date:

I have seen the premises (BHEL Guest House Trichy / chennai Transit Flat) and am completely aware of the nature and quantum of Housekeeping & Catering services to be carried out.

Signature with Seal
(Bidder / Bidder’s representative)

The above-mentioned bidder has visited the site to assess the scope of work.

Signature with Seal
(Guest House Incharge)

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ANNEXURE-E

APPROXIMATE MONTHLY REQUIREMENT OF HOUSEKEEPING CONSUMABLES AT KAILAS & ROCKFORT HOUSES

Sl No	ITEM DESCRIPTION	UNITS	ROCKFORT- Qty.	KAILAS- Qty.
1.	Bleaching Powder	Kg	6	4
2.	Exo Powder / Equivalent	Kg	15	13
3.	Phenol	Ltr	8	9
4.	Soap Oil	Ltr	8	5
5.	Perfume Liquid	Ltr	1	2
6.	Sanitary Colour Cubes	Pcs	--	60
7.	Naphthalene Balls	Kg	1	1
8.	Toilet cleaning acid / Equivalent	Ltr	1	2
9.	Dettol	Ltr	1	1
10.	Mop Threads	Set	8	4
11.	Flower Brooms	Pcs	9	5
12.	Coconut Brooms	Pcs	7	1
13.	Sundry Brush	Ea	--	2
14.	Cob web Remover	Ea	1	1
15.	Muthu Brush (Closet Cleaning Brush)	Ea	4	3
16.	Nylon Scrubber	Ea	6	4
17.	Harpic / Domex (Toilet Cleaner)	Ltr	2	1
18.	Colin (Glass cleaner)	Ltr	1	1
19.	Chrome Bath fittings cleaner	Ltr	0.25	0.25
20.	Odonil/ Wonder Fresh / Deo n Fresh (Air Freshener)	Pcs	50	30
21.	Dettol Hand wash	Ltr	5	5
22.	Duster Cloth	Pcs	8	4

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ANNEXURE-F

8. PENALTIES

- 8.1 For any reduction in manpower below the minimum specified or as instructed by BHEL, in any 24 hour (3 shift) period, pro-rata deduction will be made from the bill for monthly service charge for providing manpower in addition to penalty of Rs. 500/- (Rupees Five hundred only) per person per day below the minimum.
- 8.2 For failure to maintain biometric attendance and attendance register for staff on duty, penalty of Rs. 250/- (Rupees Two hundred and fifty only) per day will be levied.
- 8.3 Non-maintenance of proper records or non-submission of daily / weekly / monthly reports related to operations, inventory, maintenance, cash collection, occupancy, boarding, Guest amenities provided to the guests, House linen sent to the laundry, daily stock and consumption of Housekeeping consumables etc. as required by BHEL within the specified deadlines, will also attract penalty of Rs. 250/- (Rupees One thousand only) for every instance and will be deducted from monthly charges.
- 8.4 If any discrepancy is observed in remittance of room payment due to BHEL, the contractor should set right discrepancies failing which BHEL is liable to impose penalty of Rs. 250 per day till the date of remittance.
- 8.5 For non maintenance of file in the Guest house office for preserving the Room Reservation Slips / Booking Chart sent from designated BHEL authorities a penalty of Rs. 250/- (Rupees Two hundred and fifty only) will be imposed for the first occasion after warning and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and deducted from monthly charges.
- 8.6 For non-availability or non maintenance of asset register a penalty of Rs. 250/- (Rupees Two hundred and fifty only) will be imposed for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and deducted from monthly charges.
- 8.7 For non-availability of suggestion book or complaint register and discouraging guests from registering complaints a penalty of Rs. 250/- (Rupees Two hundred and fifty only) will be imposed for the first occasion after warning and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and will be deducted from monthly charges.
- 8.8 Penalty of Rs. 250/- (Rupees Two hundred and fifty only) per guest will be levied for failure to collect duly filled-in and signed Feedback forms. The Feedback forms so collected are to be submitted to BHEL monthly failing which penalty of Rs. 250/- (Rupees Two hundred and fifty only) per day for first instance and Rs. 500/- per day for subsequent instance will be levied and deducted from monthly charges.
- 8.9 Failure to keep Feedback form along with the amenities in the room, a penalty of Rs. 250/- (Rupees Two hundred and fifty only) per day for first instance and Rs. 500/- per day for subsequent instance within the same month will be levied and deducted from monthly charges.
- 8.10 Penalty of Rs. 250/- (Rupees Two hundred and fifty only) per day will be levied for non-submission of extra / Miscellaneous expenditure incurred towards Company's Guests including nil reports and will be deducted from monthly charges.
- 8.11 For noncompliance with reasonable requests of guests that are not against BHEL's standing instructions a penalty of Rs. 250/- (Rupees Two hundred and fifty only) will be imposed for the first occasion after warning and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and will be deducted from monthly charges.
- 8.12 Inappropriate personal hygiene of contractor's employees or deployment of a sick person on duty will lead to fine of Rs. 1,000/- (Rupees One thousand only) for every instance and will be deducted from monthly charges.
- 8.13 Failure to conduct periodic health check-up of workers as required by BHEL will attract a fine of Rs. 1,000/- (Rupees One thousand only) for each person on each occasion and will be deducted from monthly charges.

NAME OF WORK: OUTSOURCING OF CATERING AND HOUSEKEEPING SERVICES FOR KAILAS & ROCKFORT HOUSES AT BHEL TRICHY AND TRANSIT FLAT AT CHENNAI FOR TWO YEARS.

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- 8.14 Severity of hygiene failure will be assessed and decided by BHEL and fined appropriately. In case of gross failure/negligence a severe penalty will be imposed, which could be a hefty fine as cash deducted from monthly fixed charges and / or summary Termination of the Contract.
- 8.15 Food poisoning, will invoke a hefty penalty to be decided at the sole discretion of BHEL, along with cancellation of contract and possible black-listing of the caterer.
- 8.16 Failure to maintain dedicated mobile number for manager / supervisor / in-charge and email ID along with computing facilities and internet connectivity will attract a penalty of Rs. 250 (Rupees Two hundred and fifty only) per day and will be deducted from monthly charges.
- 8.17 For not reporting immediately to BHEL regarding non-functioning / malfunctioning of appliances/equipment a penalty of Rs. 250/- (Rupees Two hundred and fifty only) will be imposed for the first occasion after warning and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and will be deducted from monthly charges.
- 8.18 Failure to accompany the guest to the allotted room, carry the luggage to the room and leave the guest after attending to basic comforts, providing fresh water, etc. will attract penalty of Rs. 250/- (Rupees Two hundred and fifty only) for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and will be deducted from monthly charges.
- 8.19 Failure to Prepare separate bills, in duplicate, for Boarding and Lodging and get them signed by the guest will attract penalty of Rs. 250/- (Rupees Two hundred and fifty only) for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and will be deducted from monthly charges.
- 8.20 For Telephone not manned or messages not taken properly or not passed on promptly a penalty of Rs. 250/- (Rupees Two hundred and fifty only) for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and will be deducted from monthly charges.
- 8.21 For not responding immediately to call or bell of guests a penalty of Rs. 250/- (Rupees Two hundred and fifty only) for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and will be deducted from monthly charges.
- 8.22 If any of the contractor's personnel is found to be indiscipline or discourteous, a penalty of Rs. 250/- (Rupees Two hundred and fifty only) per default will be imposed on each occasion. The decision of BHEL in this regard will be final and binding on the Contractor.
- 8.23 Using brands not permitted in the contract without prior permission or adulteration of food will invoke a fine of Rs. 1,000/- (Rupees One thousand only) for every instance and will be deducted from monthly charges.
- 8.24 For Failure to display the full menu with boarding tariffs in Dining Halls in specified size and language, penalty of Rs. 250/- (Rupees Two hundred and fifty only) for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month will be levied and deducted from monthly charges.
- 8.25 For complaints from guests of poor service or quality of catering including room service based on feedback form penalty of Rs. 250/- (Rupees Two hundred and fifty only) for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and will be deducted from monthly charges. The same is applicable for not getting up early in the morning or staying up late when required or not serving bed tea to guest's at specified time.
- 8.26 For failure to remove empty cups and saucers from the rooms immediately after service, penalty of Rs. 250/- (Rupees Two hundred and fifty only) for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month will be levied and deducted from monthly charges.
- 8.27 Failure to use chafing dishes for each service or as instructed by guest house in charge, penalty of Rs. 250/- (Rupees Two hundred and fifty only) for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month will be levied and deducted from monthly charges.

NAME OF WORK: OUTSOURCING OF CATERING AND HOUSEKEEPING SERVICES FOR KAILAS & ROCKFORT HOUSES AT BHEL TRICHY AND TRANSIT FLAT AT CHENNAI FOR TWO YEARS.

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- 8.28 If the quality of milk is not found up to appropriate standard, or it is diluted, a fine of Rs. 500/- (Rupees Five hundred only) per instance would be imposed.
- 8.29 If BHEL finds that a certain meal was not cooked properly then a fine of Rs. 500/- (Rupees Five hundred only) per meal would be imposed.
- 8.30 If the packed foods and beverage items, ingredients etc. are used/served at BHEL guest houses / Transit Flat after its "sell by" / "Best if used by(or before)" / "Guaranteed fresh" / "Use by" / "Expiry date" etc, a penalty of Rs. 500/- (Rupees Five hundred only) per default will be imposed on each occasion.
- 8.31 Hard and / or sharp objects like glass pieces, nails, hard plastic etc. will attract a penalty of Rs. 5,000/- (Rupees Five thousand only) per incident.
- 8.32 Not wearing mask, caps and disposable gloves while serving food will attract a Penalty of Rs. 250/- (Rupees Two hundred and fifty only) for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and will be deducted from monthly charges.
- 8.33 Any complaints of insects and / or foreign objects (stone, hair, rope, cloth, plastic, etc.) cooked along with food found in any food item would invite a fine of Rs. 500/- (Rupees Five hundred only) per instance.
- 8.34 Three or more complaints of unclean utensils in a day would lead to a fine of Rs. 500/- (Rupees Five hundred only) per meal.
- 8.35 If cooks are not changed as decided by the designated BHEL official, Penalty of Rs. 250/- (Rupees Two hundred and fifty only) per day will be levied in addition to pro-rata deduction as applicable from the fixed charges towards providing manpower. Above penalty is also applicable in case a professionally qualified / experienced cook is not available or is absent from duty and deducted from monthly charges.
- 8.36 For deficiency in quality, quantity or number of guest amenities provided to guests including replenishment on request by the guest, cost thereof will be recovered from monthly bill in addition to penalty of Rs. 100/- (Rupees One hundred only) per occasion and will be deducted from monthly charges.
- 8.37 Failure to provide Newspaper in occupied rooms and Lounges / reception will attract a penalty of Rs. 250/- (Rupees Two hundred and fifty only) for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and will be deducted from monthly charges.
- 8.38 Failure to keep rooms neat and tidy immediately after they are vacated will attract a penalty of Rs. 250/- (Rupees Two hundred and fifty only) for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and will be deducted from monthly charges.
- 8.39 Failure to change linen in the guest rooms on alternate days will attract a penalty of Rs. 250/- (Rupees Two hundred and fifty only) for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and will be deducted from monthly charges.
- 8.40 Failure to make beds and clean rooms, bathrooms and toilets daily will attract a penalty of Rs. 250/- (Rupees Two hundred and fifty only) for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and will be deducted from monthly charges.
- 8.41 Failure to dust and clean ceilings, ceiling fans, windows, window panes and all common areas within specified days will attract a penalty of Rs. 250/- (Rupees Two hundred and fifty only) for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and will be deducted from monthly charges.
- 8.42 Failure to clean rooms and service areas twice a day will attract a penalty of Rs. 250/- (Rupees Two hundred and fifty only) for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and will be deducted from monthly charges.
- 8.43 Failure to replenish deodorants and mosquito repellents will attract a penalty of Rs. 250/- (Rupees Two hundred and fifty only) for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and will be deducted from monthly charges.

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- 8.44 Failure to clean bathroom fittings and mirrors as specified will attract a penalty of Rs. 250/- (Rupees Two hundred and fifty only) for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and will be deducted from monthly charges.
- 8.45 If Hygiene of dining hall, kitchen etc., not up to the desired standards penalty of Rs. 250/- (Rupees Two hundred and fifty only) will be imposed for the first occasion after warning and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and will be deducted from monthly charges.
- 8.46 Failing to post Qualified (Full-time course in Hotel Management / Catering Technology) Manager / In-Charge will attract penalty of Rs. 250/- (Rupees Two hundred and fifty only) per day in addition to pro-rata deduction as applicable from the fixed charges towards providing manpower.
- 8.47 The contractor should give certificate of antecedents of each of his employees from the local police station within specified period of 02 months failing which penalty of Rs. 250 (Rupees Two hundred and fifty only) will be imposed per person per day until police clearance is submitted.
- 8.48 Failure to wear full uniform including mask, gloves, shoes, socks, name plate, photo ID card, etc. at all times will attract Penalty of Rs. 250/- (Rupees Two hundred and fifty only) for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and deducted from monthly charges.
- 8.49 BHEL will inform the Contractor in writing regarding the specific deficiency for which deduction is made.
- 8.50 In case of any damages or loss caused to BHEL's premises or property due to any default or failure on the part of the contractor for providing services of the requisite standard or negligence of the contractor or his employees, the same would be recoverable from the dues to the contractor in addition to the civil or criminal liabilities.
- 8.51 Penalty will also be levied for not adhering to any other service clause in this document as follows:
- 8.51.1 First violation of the service clause implies fine of Rs. 250/- (Rupees Two hundred and fifty only) per clause. Second and subsequent violations of the same clause within 30 days of previous fine will attract a fine of Rs. 500/- (Rupees Five hundred only).

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ANNEXURE - G

SL NO	Description of the Items	Unit
1	Unlimited Breakfast Vegetarian (To be served as buffet): 1. Idly / Rava Idly / Dosa / Rava Dosa / Masala Dosa / Onion Oothappam / Tomato Oothappam / Poori with potato masala / Pongal, etc. (Any two items - to be varied every day - with variety chutney and sambar) 2. Vadai with chutney and sambar 3. Coffee / Tea / Milk	Per Head for Unlimited Quantity
2	Unlimited Veg Lunch / Supper (To be served as buffet): 1. Soup with Bread slices and Butter, Chips 2. Chapathi with sabzi or Poori with masala, 3. Variety rice - Vegetable fried rice / Pulao, etc. (Any 2 items - to be varied every day) 4. Deep fry poriyal, Koottu or Aviyal 5. Cutlet / Vadai / Bonda / Bajji / Pakoda, etc. / plain or with sambar or curd 6. Plain rice with Sambar / Dal / Vattal / More kulambu 7. Rasam, Curd or Curd Rice 8. Appalam, Pickle 9. Sweet + Banana / Seasonal fruit	Per Head for Unlimited Quantity
3	Continental Lunch / Supper 1. Soup with Bread slices and butter 2. Fried Fish / Fish Cutlet - Neimeen Seela or Vanjaram or Parai (100 gm) served with salad and sauce 3. Chicken (300 gm) or Mutton (125 gm) with boiled vegetables. 4. Sweet / pastry / pudding + Coffee / Tea	Per Head
4	Packed Breakfast / Tiffin: 1. Idly (4 Nos.) or Dosa / Oothappam (2 Nos), 2. Vadai (2 Nos, 25 gm each) with Chutney	Per Head
5	Packed Lunch / Dinner: 1. Chapathi / Roti / Phulka (2 Nos), 2. Variety rice like Tomato / Tamarind / Lime rice (150 gm), 3. Poriyal / Kootu (50 gm) 4. Curd Rice (150 gm) with pickle	Per Head
6	Non-Veg Side Dish: 1. Chicken 200 gm or Mutton 125 gm or Fish 150 gm (Neimeen or Seela or Vanjaram or Parai)	Per Head
7	Fresh Fruit Juice (180 ml)	Per Glass
8	Cornflakes with Milk and Sugar	Per Head
9	2 slices of Bread with Butter and Jam	Each
10	2 eggs served as Omelette / Scrambled, etc.	Each
11	Coffee / Tea / Milk (180 ml)	Per Cup
12	Pot Coffee / Tea/ Milk (2 cups)	Each
13	Fruit Salad (50 gm)	Each
14	Sweet (40 gm)	Each
15	Vadai / Bonda / Snack (25 gm)	Per Head

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SCHEDULE 2:- BHEL Transit Flat at Chennai

SCOPE OF WORK AND TECHNICAL TERMS & CONDITIONS

1. NAME OF WORK

Outsourced guesthouse operations including catering and housekeeping BHEL Transit Flat at Chennai for a period of two years.

2. LOCATION & DETAILS OF BHEL TRANSIT FLAT AT CHENNAI

IMPORTANT

Bidders have to mandatorily visit BHEL Transit Flat before quoting and submit Site visit certificate (Annexure – D). For obtaining permission, contact 0431-2577782 at least one working day prior to visit. Offer submitted without site visit certificate will be summarily rejected.

2.1 TRANSIT FLAT AT CHENNAI

Address and Location	Plot No.7A, Inner Ring Road Ashok Nagar (opposite Udhayam Theatre) Chennai-600083 Tamilnadu
Contact no.	0431-24890204
Number of rooms	22 rooms (air-conditioned) <u>Ground Floor</u> Double-bed (3 Nos) <u>First Floor</u> Double-bed (2 Nos), Three-bed (2 Nos), Six-bedded (1 No) <u>Second Floor</u> Twin-bed (5 Nos), Four-bed (1 No), Six-bedded (1 No) <u>Ground Floor - Annexe</u> Twin-bed (4 Nos), Three-bed (3 No)
Total number of beds	59
Dining halls	2
Kitchen	1
Lounge	3 (One on each floor)
Office Room	1
Store Rooms	4

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3. BILL OF QUANTITIES (BOQ)

- 3.1 MINIMUM MANPOWER (To be provided on all days including Sundays and holidays. BHEL at its discretion can reduce or increase the minimum number of manpower required as per operational requirements.)

Description	Category	A-Shift (6 a.m. to 2 p.m.)	B-Shift (2 p.m. to 10 p.m.)	C-Shift (10 p.m. to 6 a.m.)	General Shift (8 a.m. to 4.30 p.m.)	Pax
Supervisor	Supervisor	1	1			2
Receptionist	USW	1	1	1		3
Cook / Asst Cook	Skilled	1	1			2
Service	USW	1	1			2
Housekeeping	USW	1	1			2
Total pax per day						11

3.2 CATERING SERVICES

IMPORTANT

Estimated qty. indicated in Col (4) will be used for arriving at Total Food Cost for tender evaluation but should not be taken as firm commitment.

Sl.No	Item (as per menu specified in Annexure - L)	Unit	Qty for 2 Yrs
(1)	(2)	(3)	(4)
1	Veg Breakfast as per menu	No	9000
2	Packed Breakfast as per menu	No	50
3	Veg Lunch/Dinner as per menu	No	6000
4	Packed Veg Lunch/Dinner as per menu	No	50
5	Coffee/Tea/Milk (180 ml)	No	9000
6	Fresh Fruit Juice (180 ml) as per menu	No	50
7	Corn Flakes with milk and sugar	No	50
8	2 eggs omelette/scrambled	No	50
9	2 Bread slices with butter and Jam	No	50
10	Pot Tea/Coffee, Pot Milk (2 Cups)	No	50
11	Fruit Salad (50 gms)	No	50
12	Sweets (40 gms)	No	50
13	Vada/Bonda/Snacks	No	100

4. SCOPE OF WORK

4.1 MINIMUM MANPOWER

- 4.1.1 Successful contractor will commence operations in Chennai Transit Flat from the date of start of contract specified in the PO.
- 4.1.2 BHEL at its discretion can reduce or increase the number of manpower required as per operational requirements. Minimum staff to be deployed at Chennai Transit Flat on all days will be as indicated in BOQ or as instructed by BHEL Guest house/Transit flat section.
- 4.1.3 BHEL reserves the right for suspension or cancellation of BHEL Transit Flat operations in total or partially with prior intimation to the contractor as per operational requirements.
- 4.1.4 Daily manpower deployment and utilization will be as per need / requirement of BHEL and based on occupancy level and as per instructions of authorised BHEL official. BHEL at its discretion would reduce or increase the number of manpower required, as per Operational requirements.
- 4.1.5 Each contract personnel is eligible for statutory provisions viz. paid Weekly Off, National holidays and Earned Leave (EL) etc. The contractor should keep adequate reserve staff to maintain manpower as instructed in each category, in any 24 hour (3 shift) period.

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4.1.5.1 For any reduction in manpower below the minimum specified / instructed by authorised BHEL official, in any 24 hour (3 shift) period, pro-rata deduction will be made from the bill for monthly service charge for providing manpower in addition to penalty of Rs. 500/- (Rupees Five hundred only) per person per day below the minimum.

4.2 GENERAL ADMINISTRATION

- 4.2.1 Guest Occupancy Register provided by BHEL should be kept safely and maintained properly. No overwriting is permitted
- 4.2.2 Biometric attendance for contractor's staff on duty in each shift on all days of the year including Sundays and holidays to be sent with monthly bill. Biometric device to be provided by the contractor.
- 4.2.3 In addition to the biometric attendance, register should be maintained for recording the attendance of the contractor's staff in which signatures should be obtained from staff on duty in each shift on all days of the year including Sundays and holidays. Biometric attendance shall also be recorded in the device provided by BHEL at designated location.
- 4.2.3.1 For failure to maintain biometric attendance and attendance register for staff on duty, penalty of Rs. 250/- (Rupees Two hundred and fifty only) per person per day will be levied.
- 4.2.4 Daily Boarding Charts to be sent to BHEL with details (1) Guest Register No (2) Date (3) Room Number (4) Name of the primary guest (5) Number of accompanying family members (6) Details of Tea / coffee, Breakfast, Lunch / Dinner, snacks etc. served. (7) Value of the bill and bill number etc. in Microsoft Excel format (Format subject to change as per instructions from BHEL designated official) should reach BHEL through email before 11 a.m every day including Sundays and holidays in addition to the Daily boarding Charts maintained in BHEL Transit Flat without over writing.
- 4.2.4.1 Non-maintenance of proper records or non-submission of daily / weekly / monthly reports related to operations, inventory, maintenance, cash collection, occupancy, boarding, Guest amenities provided to guests, House linen sent to the laundry etc. as required by BHEL within the specified deadlines, will also attract penalty of Rs. 250/- (Rupees One thousand only) for every instance and deducted from monthly charges.
- 4.2.5 An Asset Register should be maintained by the Contractor to ensure safe custody of company's properties which will be subject to periodic verification by BHEL. Contractor should assume full responsibility for maintaining all movable properties of BHEL located inside the Transit Flat. Monthly inventory statement is to be submitted along with the monthly bills without fail.
- 4.2.5.1 For non-availability or non maintenance of asset register a penalty of Rs. 250/- (Rupees Two hundred and fifty only) will be imposed for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and deducted from monthly charges.
- 4.2.6 Contractor is liable for replacement or repair of the company's properties at his own cost, when such damage is in the opinion of BHEL is caused due to negligence or carelessness or any fault on Contractor's part or that of his Manager or Workers, failing which repair or replacement cost incurred by BHEL will be deducted from the monthly bills submitted by the contractor.
- 4.2.7 Contractor should maintain a suggestion book and complaints register for comments on services by Guests and adverse comments if any should immediately be brought to the notice of the designated BHEL official in charge of the BHEL Transit Flat.
- 4.2.7.1 For non-availability of suggestion book or complaint register and discouraging guests from registering complaints instructions a penalty of Rs. 250/- (Rupees Two hundred and fifty only) will be imposed for the first occasion after warning and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and deducted from monthly charges.
- 4.2.8 Periodical review of Complaints Book will be done and if contractor or his staff is found responsible for deficiency in services / behaviour, suitable action will be taken by the company and partial / full security deposit shall be forfeited.
- 4.2.9 Contractor should ensure that the Feedback is kept in all guest rooms and pointed out to guest on check-in and collected back duly filled-in and signed by the guest.

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- 4.2.9.1 Penalty of Rs. 250/- (Rupees Two hundred and fifty only) per guest will be levied for failure to collect duly filled-in and get signed Feedback forms. The Feedback forms so collected are to be submitted to BHEL within 7 days from the last day of previous month, failing which penalty of Rs. 250/- (Rupees Two hundred and fifty only) per day for first instance and Rs. 500/- per day for subsequent instance will be levied and deducted from monthly charges.
- 4.2.10 In addition to other daily / weekly / monthly / periodic reports / boarding charts / daily menu, etc. specified by BHEL, Contractor should submit daily reports in Microsoft Excel format (Format subject to change as per instructions from BHEL designated official) through email before 11 a.m. every day including Sundays and holidays for food and any other extra / Miscellaneous expenditure incurred towards Company's Guests including nil reports wherever applicable.
- 4.2.10.1 Penalty of Rs. 250/- (Rupees Two hundred and fifty only) per day will be levied for non-submission of extra / Miscellaneous expenditure incurred towards Company's Guests including nil reports and deducted from monthly charges.
- 4.2.11 Contractor should perform all catering and housekeeping services in a thorough, efficient, professional manner with due diligence and care according to industry norms and standards, in conformity with applicable local laws and regulations and BHEL's own procedures and instructions. Contractor should perform the service to the satisfaction of BHEL and if any shortcoming is found, rectify the same as instructed by BHEL.
- 4.2.11.1 For noncompliance of instructions by BHEL designated official or reasonable requests of guests that are not against BHEL's standing instructions a penalty of Rs. 250/- (Rupees Two hundred and fifty only) will be imposed for the first occasion after warning and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and deducted from monthly charges.
- 4.2.12 Should BHEL find that the service provided by the Contractor is deficient and does not meet the requisite standards, BHEL reserves the right to deduct penalty as deemed fit for deficiency in service. However, BHEL will give the Contractor reasonable opportunity for rectification after pointing out the deficiency, before resorting to reduction.
- 4.2.13 Hygiene Standards: Contractor must ensure the health and hygiene of the workers employed by him and ensure annual medical check-up as per the norms of the Factories Act 1948 and OHSAS norms.
- 4.2.13.1 Inappropriate personal hygiene of contractor's employees or deployment of a sick person on duty will lead to fine of Rs. 1,000/- (Rupees One thousand only) for every instance and deducted from monthly charges.
- 4.2.13.2 Failure to conduct annual health check-up of workers will attract a fine of Rs. 1,000/- (Rupees One thousand only) for each person on each occasion and deducted from monthly charges.
- 4.2.13.3 Severity of hygiene failure will be assessed and decided by BHEL and fined appropriately. In case of gross failure / negligence a severe penalty will be imposed, which could be a hefty fine as cash deducted from monthly fixed charges and / or summary Termination of the Contract.
- 4.2.13.4 Food poisoning will invoke a hefty penalty to be decided at the sole discretion of BHEL, along with cancellation of contract and possible black-listing of the caterer.
- 4.2.14 Facilities provided by BHEL:
- 4.2.14.1 All available kitchen and room appliances / equipment, crockery, cutlery, furniture, linen, etc. (Annexure – A) will be provided by BHEL for use in the BHEL Transit Flat. Actual inventory will be verified and handed over to the custody of the successful bidder before commencement of the contract.
- 4.2.14.2 Water (Packaged water for drinking in dining hall and rooms will be reimbursed by BHEL when supported by supplier's bill), Electricity, Cable TV subscription.
- 4.2.15 Any other appliances, equipment, etc. required to provide the catering and house-keeping services specified in this document including adequate number of chafing dishes for keeping food warm for buffets including daily breakfast, lunch and suppers / dinners and any other special equipment, appliances or utensils required for special occasions including standby kitchen appliances like mixie,

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grinder, etc. in lieu of BHEL provided appliances that are under maintenance / repair, should be provided by the contractor at his own cost in addition to crockery and cutlery of quality equivalent to that provided by BHEL to meet additional requirements or any exigencies and to make up for breakages / damages.

- 4.2.16 Contractor should ensure at his own cost that the manager / supervisor / in-charge posted by him has a dedicated mobile number and email ID along with computer system & peripherals (printer, scanner for saving soft copies of guest ID etc.) and internet connectivity at the BHEL Transit Flat to send and receive email instructions / booking information and for submission of daily / weekly / monthly reports in Microsoft Excel format as required by BHEL.

4.2.16.1 Failure to maintain dedicated mobile number for manager / supervisor / in-charge and email ID along with computing facilities and internet connectivity will attract a penalty of Rs. 250 (Rupees Two hundred and fifty only) per day and deducted from monthly charges.

- 4.2.17 All the items supplied by BHEL at its expense for the purpose of running the Transit Flat will be BHEL's property for all intents and purposes and the Contractor will have no right or claim on the same.

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

- 4.2.19 All furniture, fixtures, equipment and articles provided as per inventory and all other furniture, fixtures, equipment and articles bought or made available by BHEL in the premises will remain to be the exclusive property of BHEL and on termination / expiry of this contract should be handed over by the Contractor to BHEL in the same order and condition in which they were at the beginning of the contract, except for reasonable wear and tear.

- 4.2.20 Contractor will be responsible for any damage to the building under the Contractor's charge and to the fittings, fixtures, furniture, equipment entrusted to the contractor when such damage is in the opinion of BHEL, caused due to negligence or carelessness or any fault on Contractor's part or that of his Manager or Workers and the Contractor will be liable to pay to BHEL such amount in respect of such damage as may be assessed by BHEL officials.

- 4.2.21 Cost of any missing items will be recovered from the Contractor in full.

- 4.2.22 Contractor should at all times keep and maintain all the articles in a clean, neat, hygienic and tidy order and condition. Contractor should maintain inventory of the stock of items given to him. An inventory statement giving clearly the break-up of the stock including usable items, unusable items due to normal wear and tear and breakage / missing, if any, should be submitted to BHEL by 10th of every month, which will be checked by the authorized official of BHEL.

- 4.2.23 If any breakage takes place on account of negligence or mishandling of the equipment, utensils, crockery and cutlery as decided by BHEL, the Contractor will have to bear the entire cost in respect of such breakage.

- 4.2.24 The Contractor will have full responsibility of proper upkeep, maintenance (including replacement of spare parts) and custody of the appliances / vessels etc. handed over by BHEL.

4.2.24.1 For not reporting immediately to BHEL regarding non-functioning / malfunctioning of appliances / equipment a penalty of Rs. 250/- (Rupees Two hundred and fifty only) will be imposed for the first occasion after warning and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and deducted from monthly charges.

Losses due to breakage / theft / damage or loss of any such material / equipment / fixtures / furniture or damage due to poor and reckless handling will be recovered from the Contractor at full cost. In regard to natural wear and tear of any such item, the decision by BHEL will be final and binding on the Contractor.

4.3 RECEIPTION-CUM-FRONT OFFICE

- 4.3.1 When the guest checks-in, the Contractor / Contractor's staff should immediately attend to him, receive him, necessary check-in entries should be obtained and allot the room specified by the designated officer of BHEL in his name. BHEL will reserve the rooms and intimate the Contractor

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through Reservation Slips duly signed / Booking Chart sent by the designated officer. The contractor will neither allot rooms on his own nor disclose information relating to availability status to the guests for any reason.

- 4.3.2 When the guest checks-in, the Contractor / Contactor's staff should verify the identity of the guest **(ID proof to be scanned and digital copies to be submitted weekly)** and get the guest's name including accompanying family members / others entered in the Guest Register provided by BHEL. The signature of the primary guest to be verified with the signature in the identity card of the guest.
- 4.3.3 When the guest checks-in, the Contractor / Contactor's staff should accompany the guest to the allotted room, carry the luggage to the room and leave the guest after attending to basic comforts, providing fresh water, etc.
- 4.3.3.1 Failure to accompany the guest to the allotted room, carry the luggage to the room and leave the guest after attending to basic comforts, providing fresh water, etc. will attract penalty of Rs. 250/- (Rupees Two hundred and fifty only) for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and deducted from monthly charges.
- 4.3.4 When the guest checks-in, the Contractor / Contactor's staff should offer the guest tea / coffee / meals, etc., as required, depending on the time of arrival, on chargeable basis.
- 4.3.5 Computerized receipts / room Rent Bill Books (Cash / Credit) in triplicate will be supplied by BHEL and should be used by the contractor for all guests. However, Bill Books in triplicate for boarding charges should be arranged by the contractor. When the guest checks-out, the Contractor / Contactor's staff should prepare separate bills, in duplicate, for Boarding and Lodging and get them signed by the guest.
- 4.3.5.1 Failure to Prepare separate bills, in duplicate, for Boarding and Lodging and get them signed by the guest will attract penalty of Rs. 250/- (Rupees Two hundred and fifty only) for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and deducted from monthly charges.
- 4.3.6 In case of employee on official duty, the Contractor should collect the charges from the guest towards Boarding charges only through POS machine (provided by the contractor) and obtain signature of the guest on the bill towards Lodging charges and the duplicate copy is to be submitted to the BHEL designated officials along with the statement of (1) Date (2) Guest Register number (3) Name of the guest (4) Designation (5) Staff number (6) Unit (7) Check In dated and time (8) Check out date and time (9) Number of days stay (10) Amount of debit (11) Bill number.
- 4.3.7 In case of Company's guests, the Contractor should raise the bill for Boarding charges, get them signed by the guest and submit them along with the monthly bill or as per the periodicity specified by BHEL for reimbursement of boarding charges by BHEL.
- 4.3.8 In case of employee on personal visit or guest provided accommodation on chargeable basis as specified by BHEL, Lodging charges should be collected through POS machines (provided by BHEL for payment to BHEL account) and lodging charges to be collected through POS machines (provided by the contractor) / Mobile banking app as per applicable rates.
- 4.3.9 The details of the remittance like (1) Guest register number (2) Name of the guest (3) Staff Number (4) Designation (5) Unit (6) Number of accompanying guests (7) Check-in date and time (8) Check out date and time (9) Number of days stay (10) Amount collected (11) Bill number (12) Reference No or Transaction ID if paid through POS / Mobile banking app to be sent in Microsoft Excel format (Format subject to change as per instructions from BHEL designated official) after remittance.
- 4.3.9.1 If any discrepancy is observed in remittance of room payment due to BHEL, the contractor should set right discrepancies failing which BHEL is liable to impose penalty of Rs. 250 per day till the date of remittance.
- 4.3.10 Carry the guest's luggage from the room to the vehicle.
- 4.3.11 Ensure that guests have not left behind in the room any belongings. If any belongings are found, immediately inform BHEL and also arrange for their return to the guest.

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- 4.3.12 Ensure that room key is collected from the guest failing which cost of replacement of lock will be recovered from the Contractor.
- 4.3.13 Before check-out, the Contractor should ensure that the room occupied by the guest is in order with respect to assets of BHEL and loss, if any, is to be reported to the BHEL official / in-charge of the Transit Flat. A quick check is to be carried out before the guest leaves the Transit Flat. Contractor is liable to pay total cost for any such damage or loss to BHEL property which has not been reported before departure of the Guest.
- 4.3.14 Contractor's staff should not seek any tips or favour from guests for services rendered.
- 4.3.15 During their stay, guests' miscellaneous needs like laundry, medicines, etc., are to be attended to and applicable charges collected from the guest at actuals, providing relevant bills. In cases where these services are to be rendered at BHEL's cost, the same will be intimated to the Contractor by the BHEL officials. However, the Contractor's staff should not extend any services like procurement of cigarettes or liquor which are prohibited in the Transit Flat.
- 4.3.16 To order newspapers / magazines as advised by BHEL, coordinating with newspaper agents and settling their bills at the end of the month. This will be reimbursed by BHEL along with the Contractor's monthly bill when supported by relevant suppliers' bills along with a date wise statement of room occupation and newspaper provided during that month.
- 4.3.17 Each contract personnel is eligible for statutory provisions viz. paid Weekly Off, National holidays and Leave etc., The contractor should keep adequate reserve staff to maintain minimum manpower in each category as instructed by authorised BHEL official or not less than indicated in BOQ table to comply with the statutory rules and regulation.
- 4.3.18 Telephone at the reception should be manned at all time by the contractor's staff.
- 4.3.18.1 For Telephone not manned or messages not taken properly or not passed on promptly a penalty of Rs. 250/- (Rupees Two hundred and fifty only) for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month will be levied and deducted from monthly charges.
- 4.3.19 Contractor's staff should respond immediately to call or bell of guests.
- 4.3.19.1 For not responding immediately to call or bell of guests a penalty of Rs. 250/- (Rupees Two hundred and fifty only) for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month will be levied and deducted from monthly charges.
- 4.3.19.2 If any of the contractor's personnel is found to be in disciplined or discourteous, a penalty of Rs. 250/- (Rupees Two hundred and fifty only) per default will be imposed on each occasion. The decision of BHEL in this regard will be final and binding on the Contractor.

4.4 CATERING

- 4.4.1 Contractor will responsible for prepration of breakfast, kunch and supper, tea and coffee, etc, as per the menu given in the price bid format and as per the rates quoted by the bidder in the price bid.
- 4.4.2 Menu may need to be altered for specific guests, special occasions, programs or functions as desired by BHEL, within the overall scope of the menus / rates. For any extra item not included in the Price Bid format, contractor may charge additionally at rates mutually agreed with BHEL.
- 4.4.3 Raw material standards: Contractor must ensure that high quality ingredients and variety of quality vegetables are always procured for preparation of eatables. For all food preparation, products having Govt. enforced certification marks (fssai, Agmark etc) are only to be used.
- 4.4.4 In no case should the packed items - foods, beverage, ingredients etc. be used/served at BHEL Transit Flat after its "sell by" / "Best if used by(or before)"/"Guaranteed fresh"/"Use by"/"Expiry date" etc.
- 4.4.4.1 If the packed items - foods, beverage, ingredients etc. are used/served at BHEL Transit Flat after its "sell by" / "Best if used by(or before)"/"Guaranteed fresh"/"Use by"/"Expiry date" etc, a penalty of Rs. 500/- (Rupees Five hundred only) per default will be imposed on each occasion.

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- 4.4.5 BHEL's authorized official has the right to test the quality of food, reject any ingredient that may be found to be sub-standard. If any ingredient found to be inferior in quality in the opinion of BHEL or its authorized representative, the same should not be used and the contractor will replace the same immediately.
- 4.4.6 All raw materials used should be free from adulteration or any foreign material. Contractor should also ensure that the used edible oil is not re-used for any other cooking purpose. Fresh vegetables and milk / beverages should be used. Quality and storage of the raw materials and other ingredients are liable to be inspected at any time by authorized BHEL officials and should be improved / changed if so advised by BHEL.
- 4.4.7 List of brands to be used are furnished below (List is indicative and not exhaustive). In case of any deviation, prior approval to be obtained from the designated BHEL official.
- 4.4.7.1 Using brands not permitted in the contract without prior permission or adulteration of food will invoke a fine of Rs. 1,000/- (Rupees One thousand only) for every instance and deducted from monthly charges.

INGREDIENT	BRANDS
Refined ground nut oil / sunflower oil	Fortune, Safola, Godrej, Sundrop
Ghee	Aavin, Amul, RKG, Aashirvaad
Butter / Cheese	Amul, Hatsun, Milky mist
Jam and Sauces	Kissan, Maggi, Heinz
Bread	Modern, Harvest, Nilgiris
Corn flakes	Kellogg's, Bagrry's
Rice for Lunch / Dinner	White ponni - Any reputed Brand
Basmati Rice for pulavs	India Gate, Red Fort

- 4.4.8 Contractor should take advance orders from guests staying in the rooms for daily food requirements. Only the BHEL official / in charge of Transit Flat is authorized to place orders on the Contractor for any other official program, functions or special occasion.
- 4.4.9 Contractor should display the full menu with boarding tariffs in Dining Halls (in English of size 2 X 3 feet) in addition to display of daily menu near the serving counter or dining hall entrance.
- 4.4.9.1 For Failure to display the full menu with boarding tariffs in Dining Halls as specified, penalty of Rs. 250/- (Rupees Two hundred and fifty only) for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month will be levied and deducted from monthly charges.
- 4.4.10 Contractor should provide healthy food to Guests as per the menu prescribed by BHEL. In exceptional cases, Contractor may have to prepare special food as required by Guests on medical grounds.
- 4.4.11 Contractor should procure and store sufficient quantity of high quality ingredients in a hygienic manner at his own risk in the guesthouses to ensure preparation of food in time.
- 4.4.12 Timings for services will be as informed by BHEL.
- 4.4.13 Laying of tables setting for each service, display of chafing dishes, filling of food as per the menu and replenishing with food from time to time on each service.
- 4.4.13.1 For Failure to use chafing dishes for each service or as instructed by Transit Flat in charge, penalty of Rs. 250/- (Rupees Two hundred and fifty only) for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month will be levied and deducted from monthly charges.
- 4.4.14 Every food preparation should be used for one-time service only and the left-over food should not be served during the next meal / service.
- 4.4.15 Contractor will be responsible for service of food and beverages in the Dining Halls and for Morning Tea / Coffee service in the respective Guest Rooms for all guests. Room Service should be provided

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to VIPs on request and other guests in case they are not able to reach Dining Hall due to medical reasons.

- 4.4.15.1 For complaints from guests of poor service or quality of catering including room service based on feedback form, penalty of Rs. 250/- (Rupees Two hundred and fifty only) for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month will be levied and deducted from monthly charges. The same is applicable for not getting up early in the morning or staying up late when required or not serving bed tea to guest's at specified time.
- 4.4.15.2 If the quality of milk is not found up to appropriate standard, or it is diluted, a fine of Rs. 500/- (Rupees Five hundred only) per instance would be imposed.
- 4.4.15.3 If BHEL finds that a certain meal was not cooked properly then a fine of Rs. 500/- (Rupees Five hundred only) per meal would be imposed.
- 4.4.15.4 Hard and / or sharp objects like glass pieces, nails, hard plastic etc. will attract a penalty of Rs. 5,000/- (Rupees Five thousand only) per incident.
- 4.4.16 Contractor should provide efficient and prompt service to all Guests.
- 4.4.17 Contractor should ensure removal of empty cups and saucers from the rooms immediately after service.
 - 4.4.17.1 For failure to remove empty cups and saucers from the rooms immediately after service, penalty of Rs. 250/- (Rupees Two hundred and fifty only) for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month will be levied and deducted from monthly charges.
- 4.4.18 Contractor is solely responsible for preparation of all food under strictly hygienic conditions without any compromise. Disposable gloves, mask and cap should be worn by the catering staff while serving food failing which penalty will be imposed.
 - 4.4.18.1 Not wearing mask, cap and disposable gloves while serving food will attract a Penalty of Rs. 250/- (Rupees Two hundred and fifty only) for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and deducted from monthly charges.
 - 4.4.18.2 Any complaints of insects and / or foreign objects (stone, hair, rope, cloth, plastic, etc.) cooked along with food found in any food item would invite a fine of Rs. 500/- (Rupees Five hundred only) per instance.
- 4.4.19 All Contractor's staff on duty should be in good health and hygiene and should wear clean, washed and neatly pressed uniforms and shoes with socks, name plates and photo ID cards while on duty.
- 4.4.20 Contractor should ensure total cleanliness and regular cleaning of all kitchen facilities.
 - 4.4.20.1 Three or more complaints of unclean utensils in a day would lead to a fine of Rs. 500/- (Rupees Five hundred only) per meal.
- 4.4.21 Contractor should perform the above services to the satisfaction of the designated BHEL Transit Flat official. If any shortcomings are found, then on oral or written instruction, Contractor should rectify the shortcomings immediately failing which penalty at the sole discretion of BHEL is liable to be levied.
- 4.4.22 Contractor should ensure that cooks are professionally-qualified / experienced persons, well-versed in all types of Vegetarian, Non-Vegetarian and Continental food preparation. In case of deficiencies in cooking as decided by the designated BHEL official, cooks will need to be changed immediately by the Contractor.
 - 4.4.22.1 If cooks are not changed as decided by the designated BHEL official, Penalty of Rs. 250/- (Rupees Two hundred and fifty only) per day will be levied in addition to pro-rata deduction as applicable from the fixed charges towards providing manpower. Above penalty is also applicable in case a professionally qualified / experienced cook is not available or is absent from duty and will be deducted from monthly charges.

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- 4.4.23 On special occasions at the Transit Flat or in any other location specified by BHEL, Contractor should be ready to undertake food arrangements as per the rate contract. For any arrangement not covered in the contract, payment will be made on production of bills duly certified by the authorized BHEL official in charge of Transit Flat.
- 4.4.24 If BHEL requires procurement of any outside food preparations, Contractor should arrange for the same and claim the expenditure in his regular bills enclosing the suppliers' bill wherever possible or claim the amount on self-certification basis.
- 4.4.25 Contractor may inspect the kitchen equipment, crockery and cutlery, etc. provided by BHEL at the Transit Flat and is free to make use of the same for providing the services specified in this contract. For any additional requirement, Contractor may bring his own equipment.
- 4.4.26 All cooking fuel costs will be borne by the Contractor and should be included in the cost of Food. Contractor will be responsible for booking and procurement of gas cylinders in time so as to ensure availability of sufficient fuel for Transit Flat operation on a continuous basis.
- 4.4.27 Contractor should attend to any / all catering requirements of BHEL whether covered contractually or otherwise, at pre-determined price as per the contract or mutually agreed rates.
- 4.4.28 Menu for food and beverage to be served as per Annexure – G.
- 4.4.29 The disposal of garbage on daily basis is the responsibility of the contractor only

4.5 HOUSEKEEPING

- 4.5.1 Contractor should provide Housekeeping services for all the rooms available in the Transit Flat and allied areas including lounges, dining halls, corridors, porticos, etc. Quantity and Frequency of cleaning is given in Annexure – B.
- 4.5.2 All the necessary housekeeping materials for the performance of services should be procured by the Contractor periodically at Contractor's expense (approximate monthly requirement as given in Annexure – E). Any other item deemed required for housekeeping by the contractor may be procured at his own expense.
- 4.5.3 Contractor will procure all the materials required for providing Guest amenities and extra items for all Guests including toothbrush toothpaste(20 gm), and sample bathing soap (35 gm), shampoo (5 ml), coconut oil (2 ml), pocket comb and talcum powder (15 gm). All such items should be of popular brands such as Dettol, Lifebuoy, Colgate, Close-Up, Oral B, Pepsodent, Meswak, Gillette, Lux, Cinthol, Rexona, Hamam, Medimix, Santoor, Clinic Plus, Pantene, Sunsilk, Parachute, Dabur, VVD.
- 4.5.4 Details of Guest Amenities and consumption is to be sent in excel format along with Daily MIR. Extra items like disposable razor, sachet shaving cream, and sachet body lotion, shower cap, etc. are to be provided for VIPs as specified by BHEL and the cost of the same will be reimbursed in the monthly bill.
- 4.5.4.1 For deficiency in quality, quantity or number of guest amenities provided to guests including replenishment on request by the guest, cost thereof will be recovered from monthly bill in addition to penalty of Rs. 100/- (Rupees One hundred only) per occasion and deducted from monthly charges.
- 4.5.5 Contractor should provide one English Newspaper i.e. The Hindu in all occupied Guest Rooms. Lounges / Reception areas will have minimum two copies each of The Hindu and any other English / Tamil newspaper / magazine as directed from time-to-time by BHEL. Except for Lounges / Reception Areas for which newspapers are to be procured on a daily basis, procurement of newspapers for rooms will be occupancy-based. Expenditure towards the same will be borne by the Contractor and claimed from BHEL in the monthly bill.
- 4.5.5.1 Failure to provide Newspaper in occupied rooms and Lounges / reception will attract a penalty of Rs. 250/- (Rupees Two hundred and fifty only) for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and deducted from monthly charges.
- 4.5.6 All Guest Rooms should be kept neat and tidy always as soon as they are vacated to enable BHEL to allocate the rooms at any time.

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- 4.5.6.1 Failure to keep rooms neat and tidy immediately after they are vacated will attract a penalty of Rs. 250/- (Rupees Two hundred and fifty only) for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and will be deducted from monthly charges.
- 4.5.7 All linen in Guest Rooms including towels, bedspreads, bed sheets and pillow covers should be changed on alternate days in the guest rooms.
 - 4.5.7.1 Failure to change linen in the guest rooms on alternate days will attract a penalty of Rs. 250/- (Rupees Two hundred and fifty only) for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and will be deducted from monthly charges.
- 4.5.8 Contractor will be responsible for making the beds. All rooms, bathrooms and toilets are to be cleaned and mopped twice daily or more frequently, as required, and also as and when vacated by Guests, with high quality disinfectants such as Lizol, Harpic etc.
 - 4.5.8.1 Failure to make beds and clean rooms, bathrooms and toilets daily will attract a penalty of Rs. 250/- (Rupees Two hundred and fifty only) for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and will be deducted from monthly charges.
- 4.5.9 Ceilings, ceiling fans, windows, window panes, are to be cleaned regularly and in any case once in seven days while all common areas including lounges, corridors are to be swept and swabbed twice daily or more frequently as required.
 - 4.5.9.1 Failure to dust and clean ceilings, ceiling fans, windows, window panes and all common areas within specified days will attract a penalty of Rs. 250/- (Rupees Two hundred and fifty only) for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and will be deducted from monthly charges.
- 4.5.10 All rooms and service areas are to be cleaned and washed twice a day by using cleaning agents such as Harpic, soap oil, phenol etc. on each time. Room fresheners and deodorants to be used in all the bathrooms, toilets.
 - 4.5.10.1 Failure to clean rooms and service areas twice a day will attract a penalty of Rs. 250/- (Rupees Two hundred and fifty only) for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and will be deducted from monthly charges.
- 4.5.11 Bath rooms are to be replenished with fragrant deodorants such as Odonil, Wonder Fresh, Deo n fresh etc. and fragrant sanitary cubes to be provided in urinals. Mosquito repellent should be available at all time in all rooms and service areas like lounge dining halls etc. and is to be replaced as and when required.
 - 4.5.11.1 Failure to replenish deodorants and mosquito repellents will attract a penalty of Rs. 250/- (Rupees Two hundred and fifty only) for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and will be deducted from monthly charges.
- 4.5.12 Bathroom taps and chrome fittings should be cleaned once in seven days with cleaners such as Blueoxy, Silvo etc. Mirrors should be sprayed and wipe cleaned daily using glass cleaners such as Colin, 3M etc.
 - 4.5.12.1 Failure to clean bathroom fittings and mirrors as specified will attract a penalty of Rs. 250/- (Rupees Two hundred and fifty only) for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and will be deducted from monthly charges.
- 4.5.13 Contractor should maintain high standards of cleanliness and hygiene throughout the Transit Flat including Kitchen and dining halls.
 - 4.5.13.1 If Hygiene of dining hall, kitchen etc., is not up to the desired standards penalty of Rs. 250/- (Rupees Two hundred and fifty only) will be imposed for the first occasion after warning and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and will be deducted from monthly charges.

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- 4.5.14 In case the contractor is asked to make extra arrangements like Fruits, Flowers, Snacks etc., during any event or visits of VVIPs, reimbursement at actuals will be made towards the same on production of relevant bills wherever possible.
- 4.5.15 Wherever it is not possible to produce the suppliers' bills, the contractor should claim the amount on self-certification basis duly certified by the designated BHEL official. Besides reimbursing the actual cost of such arrangements, BHEL may also reimburse the transportation cost to the contractor in connection with such arrangements. Reimbursement of transportation cost will normally be limited to auto fare.
- 4.5.16 Contractor should take care of miscellaneous requirements like replacement of batteries for clocks, remote control units of TVs / ACs, etc. and reimbursement claimed from BHEL. Guest Room amenities including furniture, linen, TV, refrigerator, AC, geysers, etc., should be regularly checked by the Contractor and maintenance report including replacement of bulbs, batteries, repairs, etc., are to be submitted to BHEL in the specified format.
- 4.5.17 Contractor should ensure proper functioning of all systems in the Transit Flat including electrical, electronic, sanitation and water supply. Should there be any requirement of attending to emergency problems which are minor in nature, Contractor should arrange to engage a qualified person to get the problem solved with prior concurrence of the designated BHEL official and expenditure incurred, if any, towards the same may be claimed in the monthly miscellaneous bill if so instructed by BHEL.

4.6 LAUNDRY AND MAINTENANCE OF PREMISES

- 4.6.1 Contractor should take all required steps to ensure efficient and timely laundry services for the Transit Flat.
- 4.6.2 Bed linen and towels should be regularly washed and kept in clean condition for use. Washing of table clothes, curtains, blankets etc., are to be carried out regularly as required.
- 4.6.3 Details of House linen sent to and received from laundry should be sent in excel format along with Daily MIR.
- 4.6.4 Contractor should charge Guests for laundry of their clothes and collect charges for the same directly from the guests. In exceptional cases, on specific instructions from BHEL, Contractor may claim expenditure incurred for laundry for VIPs.
- 4.6.5 Bed linen, towels, napkins, curtains, furniture upholstery should be regularly washed and kept in clean condition at all times. Soiled / wrinkled linen should not be used in Guest Rooms or common areas on any account. Failure to comply will attract penalty as decided by BHEL and deduction of the same will be from the monthly charges.
- 4.6.6 Contractor should bring washing equipment and provide detergents for laundry, if required.
- 4.6.7 Keeping the Transit Flat premises neat and free from litter / debris will be the Contractor's responsibility.

4.7 CONTRACTOR'S PERSONNEL

- 4.7.1 Successful contractor will be responsible for smooth running of the Transit Flat and should post a team of qualified / experienced personnel under the leadership of a capable supervisor / In-charge with a Full-time course in Hotel Management / Catering Technology and relevant experience who will report to the authorised BHEL official or in charge of Transit Flat.
- 4.7.2 Substitute with the same qualification and experience should be posted immediately whenever the above supervisor / in-charge is absent.
- 4.7.2.1 Failing to post Qualified (Full-time course in Hotel Management / Catering Technology) supervisor / In- Charge will attract penalty of Rs. 250/- (Rupees Two hundred and fifty only) per day in addition to pro-rata deduction as applicable from the fixed charges towards providing manpower.
- 4.7.3 Contractor will also maintain qualified / well-trained and competent Personnel for all services specified in the tender including and not limited to the following:

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- 4.7.3.1 Manpower required to prepare and serve meals of different cuisines and to maintain the Transit Flat in total cleanliness and hygienic conditions.
- 4.7.3.2 Contractor's employees deployed on BHEL's premises should be physically fit and able-bodied with good eye sight and hearing power and should also be able to speak / converse fluently in the regional language where the Transit Flat is situated and should additionally understand English.
- 4.7.3.3 Contractor should always maintain the minimum number of personnel as instructed by the authorised BHEL official or as indicated by BHEL in the Price Proforma. However, during any major event or visit of dignitaries, additional manpower as may be required to meet the work load, will have to be provided at no extra cost.
- 4.7.3.4 Contractor should have sufficient reserve staff for substituting the workers against weekly off, leave etc. to comply with Factory Act 1948.
- 4.7.3.5 If, at any stage during the contract period, BHEL observes that the personnel engaged by the contractor are not capable of carrying out the Catering and / or House Keeping services in the Transit Flat according to professional standards, BHEL will take steps as deemed necessary including termination of the contract, in the overall interests of Transit Flat operations.
- 4.7.4 The tenderer should get the character / antecedence consisting of Police verification, qualification, address and age of each and every workers deployed by them at the job premises and the same should be submitted to BHEL before engaging and deploying them or within 02 months of deployment in our premises. In case the contractor desires to change the manpower deployed by him, due to any reason, the new incumbent should be deployed with the clearance of Contract Awarding Executive by submitting the proof of identity and Medical certificate for fitness. Police verification of such workers should be furnished within 02 months of deployment.
- 4.7.4.1 The contractor should give certificate of antecedents of each of his employees from the local police station or through online portal of state police within specified period failing which penalty of Rs. 250 (Rupees Two hundred and fifty only) will be imposed per person per day until police clearance is submitted.
- 4.7.5 Tenderer to ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience, etc. Tenderer will be fully responsible for theft, burglary, fire or any mischievous deeds by their personnel. Tenderer will engage only such employee who are medically fit and are disciplined
- 4.7.6 The contractor should submit bio data of all workers deployed at site to contract cell before commencement of contract or within 15 days after commencement along with following documents:
- VII. Aadhar copy
 - VIII. Bank pass book front page / Cancelled Cheque
 - IX. Vaccine certificate
 - X. ESIC e - pehchan card
 - XI. Police verification report / acknowledgement
 - XII. Medical fitness certificate
- 4.7.7 Contractor should ensure that the employees deployed in the Transit Flat comply with all precautions (including vaccination, appropriate behaviour in Transit Flat premises etc.) and instructions related to prevention of any infectious disease / pandemic / epidemic given by Central / State Govt. from time to time.
- 4.7.8 Contractor should ensure strict compliance with Child Labour (Prohibition and Regulation) Act 1986 and should not engage a person below the age of 18 years at any time for any work under this contract.
- 4.7.9 Contractor will be solely responsible for providing for all requirements of his employees, including and not limited to the following:

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- 4.7.9.1 Payment of wages and all allowances as per applicable Central and State Govt. statutes and regulations.
- 4.7.9.2 Deduction, collection and payment of all taxes on behalf of his employees and compliances with all statutory requirements including but not limited to PF, ESI etc., and notifications made by any Government authority having jurisdiction.
- 4.7.9.3 Prompt replacement of any personnel whose performance is unsatisfactory or otherwise required to be changed for any other reason.
- 4.7.10 Personnel employed by the Contractor should be healthy in all respects and must produce medical certificates to substantiate the same as required by BHEL or BHEL's medical officer. Regular medical check-up should be done for all of the Contractor's employees once in six months. BHEL is at liberty to subject any personnel employed by the contractor to medical check-up by BHEL doctor / any other authorized doctor at any time on a cost-recovery basis.
- 4.7.11 All personnel posted by the Contractor at the Transit Flat should be trained to handle fire-fighting systems, administer First Aid in emergencies, etc.
- 4.7.12 In the interest of efficient operation of the Transit Flat, BHEL may seek change of staff belonging to the Contractor which he should comply with. However, the Contractor should not indulge in shifting his staff from BHEL Transit Flat to other clients without the permission of BHEL.
- 4.7.13 The Contractor should engage specified number of competent employees for running the Transit Flat on round-the-clock basis. All expenses on account of payment of salary / wages / provisions of food stuff / eatables for contractor's employees / uniforms / Personal Protective Equipment and other benefits including statutory payments like PF, ESI, Holiday wages, Gratuity, Bonus, etc., to the contractor's employees should be met by the Contractor.
- 4.7.14 Contractor will have full control of his employees including the right to appoint, determine service conditions, discharge, dismiss, or otherwise terminate their services at any time. Contractor will be solely responsible for any claim arising out of employment or termination of employment of his employees and any other statutory payments.
- 4.7.15 Contractor should fully indemnify BHEL for any default or non-observance by the Contractor or any of his representatives of any of the provisions of the above mentioned enactments and the rules framed there under. Even though the Contractor will be solely liable for settlement of any claim made by any persons due to non-observance by the Contractor of any of the provisions or otherwise of the enactments cited above, BHEL reserves the rights to settle directly any amount due by the Contractor as mentioned above and to recover such amounts from any of the amounts payable by BHEL to the Contractor or in the absence of the same as debt due to BHEL from the Contractor.
- 4.7.16 Contractor should, whenever required by BHEL or Govt. officials authorized under the statutes, produce for inspection, all forms, registers and other records required to be maintained under various statutes.
- 4.7.17 Contractor should provide all stationeries, boarding charts etc for proper upkeep of records. Printing and supply of bill books towards lodging and guest register only will be in the scope of BHEL.
- 4.7.18 Contractor should produce documentary evidence in proof of effecting the said statutory payments. Non-observance of the provisions will be construed as default by the Contractor to make such payment, and payment of his bill will be withheld.
- 4.7.19 Contractor should maintain necessary Qualified / Trained competent personnel in each category of work, in accordance with the rules. They should meet all the requirements and fulfil all the activities mentioned in the schedule.
- 4.7.20 The personnel should have pleasing personality, be courteous, have good communication skills and experienced in serving high-level guests. Hence, the contractor should engage personnel who know Tamil/ English /Hindi.
- 4.7.21 Weekly duty roster of the staff should be made available to BHEL on the last working day of each preceding week.

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- 4.7.22 Identity Cards and Name Plates: Contractor should ensure that all staff engaged by him must wear and display colour Photo Identity Cards and Plastic Name Plates / Tags (Dark Blue Letters on white background) prominently on their uniform at all times while on duty. All personnel of the Contractor will strictly follow the security regulations of BHEL.
- 4.7.23 BHEL has no responsibility whatsoever towards the Contractor's employees and the Contractor will be solely responsible for supervising and managing his employees. In the event of any dispute between the Contractor and his employees, the Contractor alone will be responsible for settlement of any claim and consequences that may arise out of any such dispute, whether statutory or otherwise.
- 4.7.24 The contractor should ensure that the minimum wages are paid to the employees as per the prevailing rules of Govt. of Tamilnadu which are applicable to General Engineering and Fabrication Industry, inclusive of Bonus after remitting PF and ESI contributions ONLY in their respective bank accounts by means of NEFT / RTGS. While submitting the bills, the contractor should submit a proof of payment made to the employees through bank along with PF and ESI contribution challans to Welfare section every month.
- 4.7.25 Contractor will be solely responsible for the operations of the Transit Flat. The operations will be monitored at all times by the designated officials of BHEL. Contractor will ensure availability of a supervisor on round-the-clock basis for contact by the designated officials of BHEL.
- 4.7.26 Contractor should employ only such personnel under this contract, who are medically fit. BHEL has the right to direct the Contractor to remove from the premises his personnel who are found to be unfit on physical, hygienic, clinical, and medical or on disciplinary grounds.
- 4.7.27 Contractor should comply with the provisions of all the Govt. Statutes and Regulations including the following:
- 4.7.27.1 Factories Act 1948
 - 4.7.27.2 Contract Labour (Regulation and Abolition) Act 1970
 - 4.7.27.3 Child labour (Prohibition and Regulation) Act 1986
 - 4.7.27.4 ESI Act 1948
 - 4.7.27.5 Employees Compensation Act 1923
 - 4.7.27.6 Employees Provident Fund and Miscellaneous Provisions Act 1952
 - 4.7.27.7 Minimum Wages Act 1948
 - 4.7.27.8 Payment of Wages Act 1936
 - 4.7.27.9 Payment of Bonus Act 1965
 - 4.7.27.10 Payment of Gratuity Act 1972
 - 4.7.27.11 Catering Establishment Act 1958
 - 4.7.27.12 Industrial Establishment (National and Festival Holidays) Act 1958
 - 4.7.27.13 Any other Laws and Rules as may be applicable to contract workers from time to time including obtaining of license under Contract Labour (Regulation and Abolition) Act. Contractor should produce registers, Income Tax returns and records and comply with other directions issued by BHEL for compliance of the above statutory provisions.
- 4.7.28 BHEL will not make any separate payment towards the expenses incurred by the Contractor for complying with the above or any of the statutory provisions regarding Contractor's staff.
- 4.7.29 Contractor should comply with all operational rules and regulations, including security and disciplinary rules framed by BHEL and made applicable to the whole or part of the premises wherein the Contractor or his employees happen to be working. In the event of any of the Contractor's employees violating the said rules and regulations or in any way becoming objectionable to the company, the Contractor should immediately remove such employees from BHEL's premises and indemnify BHEL for any loss on such violation of the rules and regulations.

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4.8 STAFF UNIFORMS

- 4.8.1 The contractor has to ensure that uniform and turnout of the workforce shall be smart and proper at all times. Thus, it will be the responsibility of contractor to provide adequate uniform and protective clothing items to all workforce deployed by them.
- 4.8.2 The contractor will be solely responsible to procure and issue the prescribed uniform and accessories to the workforce deployed by him and details of the same have been appended below. The uniform shall not be similar to any colour/pattern prohibited by any existing law in force in the country. The contractor should ensure that while on duty, his workforce put proper uniforms (distinctive colour code for each category of workforce) and in neat and clean conditions issued to them by the contractor.

SL NO	ITEM	UNIFORM ARTICLES FOR
1	Uniform (Plain Shirt /T shirt with collar and company's logo + pant)	Male
2	Black leather shoes	
3	Black socks	
4	Black leather belt	
5	Saree with blouse / Chudidhar Suit with overcoat	Female
6	Black leather footwear	
7	Socks black/blue	
8	Name plate (Plastic)	For all
9	Photo ID	

- 4.8.3 Contractor should provide mask and gloves and ensure wearing of mask and gloves at all times while on duty for all the contractor's staff.
- 4.8.3.1 Failure to wear mask and gloves at all times will attract Penalty of Rs. 250/- (Rupees Two hundred and fifty only) for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and will be deducted from monthly charges.
- 4.8.4 All personnel should wear mask, caps and use transparent disposable gloves while serving food. In case any employee of the Contractor does not report for duty in uniform, the same may be condoned only once a month.
- 4.8.4.1 Failure to wear full uniform including shoes, socks, name plate, photo ID card, etc. and not wearing mask, caps and disposable gloves while serving food will attract Penalty of Rs. 250/- (Rupees Two hundred and fifty only) for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and will be deducted from monthly charges.

4.9 ACCOUNTING, SUBMISSION AND PROCESSING OF BILLS

- 4.9.1 Contractor should properly account for the food items served which are liable to be checked and counter-checked as per the systems specified by BHEL.
- 4.9.2 The contractor should ensure collection of room rent from the paying guest through POS machines (provided by BHEL for remittance to BHEL account). The same has to be properly accounted for with necessary paper work and details should be regularly submitted to Transit Flat section on every Wednesday.
- 4.9.3 In case of Company Guests for whom BHEL will make payment, the Contractor should keep proper account of various claims against Food and other Miscellaneous Items. In case of making miscellaneous items by purchasing the same from outside, the Contractor should produce Bills of such purchases along with his claim.
- 4.9.4 Necessary records are to be maintained by the responsible person appointed by the Contractor which is to be audited from time to time by the BHEL officials or the auditor appointed by BHEL.

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- 4.9.5 Payment will be admitted and cleared for the quantity of food items served only and not on the quantity prepared.
- 4.9.6 Contractor is fully responsible for the wastages of food items prepared at the Transit Flat. So, any wastage of food items will have to be borne by the Contractor.
- 4.9.7 Payment will be made after completion of work on pro-rata basis based on actual work executed as per BOQ / actual deployment of manpower / instructions of BHEL's official after acceptance and certification of BHEL's official.
- 4.9.8 Contractor will be responsible for making payment of wages of his employees through bank into the individual employees bank accounts within 7 days from the last day of wage period through EFT and produce bank document in support of the same. The contractor should also obtain the signature at the end of entries in the wage register from BHEL official of contract operating department. If the 7th days falls on Sunday or holiday the payment should be made on the previous working day.
- 4.9.9 Along with bills, Contractor has to furnish copy of the following documents for further processing of bills:
- 4.9.9.1 The Contractor should submit the bill within a week after the end of each month in triplicate copies detailing the various items of work done during the month supported by the requisitions issued from time to time.
- 4.9.9.2 Proof of payment of GST failing which BHEL will not be able to make payment against the invoice as per existing government guidelines.
- 4.9.9.3 The salary/wages to the workmen concerned to be remitted through online mode in the bank account of the workmen and relevant Bank statement / proof for Bank payment should be produced along with PF and ESI challans.
- 4.9.9.4 Details, as instructed by authorised BHEL official in excel format like summary of Feedback form from guests etc is to be submitted.
- 4.9.9.5 Any other relevant document which is required from time to time as per BHEL requirement.
- 4.9.10 Payment will be made after completion of work on pro-rata basis based on actual work executed after acceptance and certification of BHEL's official. Payment shall be made after 45 days of submission of bill complete in all respect including copies of attendance sheet, biometric attendance, wage register, proof of payment to workmen through bank, proof of PF / ESI payment, proof of GST payment made against the invoice.
- 4.9.11 Contractor's bill can be processed for payment only on submission of all supporting documents including proof of attendance, personal payments, statutory payments like ESI, PF, GST declaration, statement of inventory, consolidated statement of manpower with biometric attendance details etc. BHEL will make payment only through the Electronic Fund Transfer (EFT) method.
- 4.9.12 In case of increase in number of rooms during the contract period, payment will be made against consumables / services on pro-rata basis.

5. CONTRACT PERIOD AND PLACE OF WORK

Outsourced guest house operations including catering and housekeeping services for BHEL Transit Flat at Ashok Nagar, Chennai.

3. Duration of the contract: **Twenty Four months** from the date of award of contract.
4. The work should be carried out at BHEL Tiruchirappalli Complex.

6. LIQUIDATED DAMAGES (LD)/PENALTY:

- 6.9 Start of services should be made by the contractor in accordance with the time schedule specified in the work order.
- 6.10 In case the services are not started on the stipulated date as indicated in the work order, BHEL reserves the right to cancel the work order and/or recover liquidated damage charges to the extent of the charges incurred by BHEL in making alternative arrangements along with penalty of Rs. 1000/- per day for the delay period.

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- 6.11 If the contractor fails to make payment of wages of his employees through bank into the individual employees bank accounts within 7 days from the last day of wage period through EFT penalty of Rs. 1000/- per day for the delay period, irrespective of number of employees in this contract.
- 6.12 If the contractor fails to make payment of ESI and PF amount to the statutory authority to his employees working in this contract on or before 20 day from the last day of wage period penalty of Rs. 500/- per day for the delay period, irrespective of number of employees in this contract.
- 6.13 Cancellation of the work order shall be at the risk and responsibility of the contractor and BHEL reserves the right to award the work at the risk and cost of the defaulting contractor.
- 6.14 Penalties as per Annexure - F.

7. PAYMENT TERMS:

- 8.52 Payment will be made after 45 days of issue of CRAC / SDA for MSE Vendor, 60 days of issue of CRAC / SDA for Medium Enterprises & 90 days of issue of CRAC / SDA for Non MSE vendors on completion of work/ service entry sheet, on pro-rata basis on acceptance and certification of bills by BHEL Engineer-in-Charge.
- 8.53 The Contractor should submit the bill within a week after at the end of each month in triplicate copies detailing the various items of work done during the month supported by the requisitions issued from time to time. The Contractor shall, once in every month, submit to the respective area HOD separately details of their claims for the work done by them up to and including the previous. He should in addition furnish a clear certificate to the effect that the claims submitted by him as aforesaid cover all his claims and that no further claims shall be raised by him in respect of the work done up to and including the period under report. Payment will be at the sole discretion of BHEL.
- 8.54 Along with bills, Contractors has to furnish copy of the following documents for further processing of bills:
 - d) Copy of payment challan of previous Month / Quarter as proof of deposit of GST along with a certificate from the Contractor that GST collected from BHEL has been remitted to tax authorities
 - e) Any other relevant document which is required from time to time as per BHEL requirement.
 - f) If the Contractor is not registered for any statutory obligation and not liable thereto, then a declaration shall be submitted along with offer that they are within the threshold limit.
- 8.55 If the Contractor is not registered for any statutory obligation and not liable thereto, then a declaration should be submitted along with offer that they are within the threshold limit.
- 8.56 No advance may be paid for operational or any other expenses.
Goods and Services tax will be payable extra by BHEL at prevailing rates and corresponding TDS will be made as per Government norms

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CHENNAI TRANSIT FLAT

ANNEXURE – H

AVAILABLE ASSETS (EQUIPMENT, CROCKERY, CUTLERY, FURNITURE, LINEN ETC.)

SL No	DESCRIPTION	QTY
1	ALMIRAH WOODEN	19
2	ALMIRAH STEEL	5
3	ASH TRAY	1
4	BI CYCLE	--
5	BUCKETS PLASTIC	25
6	CHAIR DINING WOODEN	36
7	CHAIR PLASTIC	6
8	COAT HANGERS PLASTIC	73
9	COAT HANGERS WOODEN	98
10	COT WOODEN DOUBLE	4
11	COT WOODEN SINGLE	43
12	DUST BIN PLASTIC/METAL	34
13	EMERGENCY LAMP	--
14	FIRE EXTINGUISHER	6
15	FLOOR MAT(BIG) ROOM NO 1	1
16	FLOWER VASE	19
17	INCANDESCENT (READING LAMP)	--
18	KEY BOARD WOODEN	1
19	LAMPS TABLE	--
20	DINING TABLE MAT	--
21	DOOR MAT	26
22	BATH ROOM MAT	19
23	MODEM NET	2
24	MUG PLASTIC	25
25	NAPKIN STAND GLASS	1
26	PLASTIC WIRE FRUIT TRAY	1
27	REFRIGERATORS WITH STABILISER SINGLE DOOR&90L WITHOUT STABILISER	3
28	SET TOP BOX DTH	--
29	SOFA SET 3 SEATER WITH 2 SINGLE SEATER	--
30	SOFA SET 3 SEATER WITH 4 SINGLE SEATER	--
31	SOFA SINGLE SEATER	22
32	SOFA SINGLE SEATER WITH WHEEL	--
33	STEEL RACK	--
34	DRESSING STOOL WITH WHEEL	10
35	STOOL PLASTIC	2
36	DINING TABLE WOODEN	6

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37	SMALL TABLE WITH 2 DRAWERS	--
38	TABLE STEEL	--
39	BED SIDE TABLE WOODEN	41
40	COMPUTER TABLE	3
41	COMPUTER TABLE WITH 3 DRAWERS	1
42	TEAPOY CENTRE TABLE TOP & BOTTOM GLASS	5
43	TV STAND	10
44	UPS	5
45	WALL CLOCK ELECTRONIC	30
46	WATER COOLER	0
47	WATER HEATER (GEYSER)	24
48	WOODEN CHAIR WITH CUSHION	30
49	MOSQUITO REPELLENT ALL OUT	36
50	TV REMOTE	21
51	A/C REMOTE	8
52	BEDSIDE LAMP	15
53	LOCK	4
54	SIDE TABLE HAVANA WOODEN	7
55	CENTRE TABLE ECOSTAR WOODEN	2
56	CEILING FAN 1200 MM 48" SWEEP	5
57	COAT HANGERS STEEL/ALUMINIUM	65
58	LOCKER STEEL SMALL GODREJ	1
59	ROOM HEATER	--
60	SIDE RACK SS – 06 SHELVES	--
61	SUKAM INVERTER WITH FOUR BATTERIES	--
62	TABLE WOODEN FOR WRITING	11
63	VACUUM CLEANER	--
64	OIL FILLED ROOM HEATER	--
65	CHEPPAL BATHROOM	--
66	CALLING BELL WITH REMOTE	--
67	EXTENSION CORD ELECTRICAL	5
68	GAS LANTERN	--
69	IRON BOX	--
70	HOSE PIPE	1
71	CHAIR WRITING TABLE WOODEN	7
72	LADDER ALUMINIUM	--
73	TABLE SERVICING WOODEN	1
74	CHAIR SINGLE SEATER ARMED	18
75	TEAPOY – CENTER TABLE (CENTER GLASS ON TOP)	9

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76	BOWL CURRY CERAMIC VARIOUS SIZES	16
77	CRUET SET SALT & PEPPER CONTAINERS	--
78	TEA/ COFFEE CUP	--
79	TEA/ COFFEE SAUCER	--
80	FULL PLATE CERAMIC	49
81	QUARTER PLATE CERAMIC	10
82	SOUP BOWL CERAMIC	11
83	SOUP SPOON CERAMIC	9
84	GLASS WATER	8
85	BASIN SS VARIOUS SIZES	2
86	COCONUT SCRAPPER	1
87	TISSUE PAPER HOLDER	3
88	POT TEA COFFEE CERAMIC VARIOUS SIZES	--
89	POT MILK CERAMIC	--
90	POT SUGAR CERAMIC	--
91	COOKING OVEN GAS STOVE 03 BURNER	--
92	ALUMINIUM SAMBADAM (BIG)	2
93	BREAD TOASTER ELECTRIC	1
94	BUCKET SS	5
95	CASSEROLE/HOT PACK PLASTIC	--
96	CASSEROLE/HOT PACK SS	--
97	COOKING OVEN GAS STOVE DOUBLE BURNER	--
98	COOKING OVEN GAS STOVE SINGLE BURNER	--
99	COOKING VESSEL SS VARIOUS SIZES	8
100	COOKING VESSEL ALUMINIUM VARIOUS SIZES	5
101	CYLINDER BIG	3
102	FLASK PLASTIC	22
103	FLASK SS	30
104	FORK SS AP	43
105	IDLY VESSEL BIG	--
106	JARANI SS	4
107	KADAI ALUMINIUM VARIOUS SIZES	7
108	KATORI CUP SS	282
109	KITCHEN LADLES SS VARIOUS SIZES	10
110	BUTTER KNIFE	25
111	MIXIE HEAVY DUTY	1
112	MUG SS	2
113	PRESSURE COOKER HINDALIUM	0
114	RICE LADLE	1

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115	SERVICE TONG SS	11
116	SERVICE TRAY PLASTIC	16
117	SERVICE TRAY SS (VARIOUS SIZES)	4
118	SPOON SS AP	57
119	SPOON SS TEA/ DESERT	140
120	SS PLATE THALI PLATE	120
121	SS TUMBLER	--
122	SS WATER JUG	42
123	STRAINER SS	1
124	TAWA DOSAI	--
125	TAWA NON STICK	--
126	WET GRINDER WITH COCONUT SCRUBBER	1
127	ELECTRIC RICE COOKER	--
128	FRY PAN	--
129	KADAI IRON BIG SIZE	--
130	PAN ALUMINIUM	--
131	IDLY VESSEL SS(SMALL SIZE)	--
132	DOSAI RANGE	--
133	JUG PLASTIC	16
134	PRESSURE COOKER SS	1
135	FILTER FOR COFFEE	1
136	MIXIE JAR	--
137	DOSAI TIRUPPI	2
138	STRAINER TEA (STEEL WIRE MESH)	10
139	OIL STRAINER SS	2
140	STRAINER VEGETABLE SS	2
141	SAUCE PAN ALUMINIUM WITH HANDLE	--
142	SAUCE PAN SS	2
143	KETTLE ELECTRIC	1
144	KNIFE KITCHEN PURPOSE	6
145	PICKLE STAND STEEL	--
146	SS SPOON TABLE SERVICE	10
147	STRAINER RICE SS	2
148	PLASTIC CONTAINERS VARIOUS SIZE	14
149	WET GRINDER (3 LTR)	1
150	JUICER ELECTRIC	0
151	MILK POT SS (2 LTR)	0
152	VEGETABLE CUTTING BOARD	0
153	BED SHEET COLOUR DOUBLE	24

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154	BED SHEET WHITE DOUBLE	55
155	BED SHEET WHITE SINGLE	212
156	BLANKETS WOOLLEN SINGLE	44
157	CURTAIN DOOR	26
158	CURTAIN WINDOW	30
159	MATTRESS DOUBLE	3
160	MATTRESS SINGLE	77
161	PILLOW	83
162	PILLOW COVER (WHITE & COLOUR)	136
163	BATH TOWEL VARIOUS SIZES	491
164	CARPET MINI (RUGS)	35
165	CARPET BED SIDE SMALL	6
166	QUILT KING SIZE DOUBLE COT	2
167	TOWEL HAND	17
168	NAPKIN	25
169	TABLE CLOTH	2
170	AIR CONDITIONERS WINDOW TYPE	2
171	AIR CONDITIONER SPLIT TYPE WITH STABILISER 2 TON	4
172	AIR CONDITIONER SPLIT TYPE WITH STABILISER 1.5 TON	23
173	TELEVISION CRT SAMSUNG	19
174	TELEVISION CRT SONY	3
175	TELEVISION LED	12
176	PERSONAL COMPUTER	4
177	PRINTER	5
178	WASHING MACHINE SIEMENS	1
179	SOFA SET 2 SEATER	7
180	REFRIGERATOR DOUBLE DOOR	1
181	COT WOODEN DOUBLE KING SIZE	2
182	MATTRESS DOUBLE KING SIZE	2
183	REFRIGERATOR LG (300 LTRS)	1
184	SOFA SET- CONSISTS OF ONE 3 SEATER WITH 2 SINGLE SEATER	3
185	TELEVISION LCD 32" PHILIPS	1
186	COT WOODEN SINGLE	22
187	CARPET LOUNGE BIG	1

NAME OF WORK: OUTSOURCING OF CATERING AND HOUSEKEEPING SERVICES FOR KAILAS & ROCKFORT HOUSES AT BHEL TRICHY AND TRANSIT FLAT AT CHENNAI FOR TWO YEARS.

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ANNEXURE – I

APPROXIMATE QUANTITY & FREQUENCY OF CLEANING – CHENNAI TRANSIT FLAT						
SL NO	DESCRIPTION OF WORK	UNIT	FREQUENCY	CLEANING TIME (FOR THE TOTAL QUANTITY IN A DAY / WEEK / MONTH		QUANTITY AS FREQUENCY INDICATED
				FN	AN	CHENNAI TF
1	CLEANING, WASHING					
A	Water Closet	Each	Daily	6.00 to 11.30	13.00 to 16.30	25
B	Wash Basin	Each	Daily	6.00 to 11.30	13.00 to 16.30	30
C	Urinal	Each	Daily	6.00 to 11.30	13.00 to 16.30	0
D	Wash Trough	Each	Daily	6.00 to 11.30	13.00 to 16.30	4
E	Bathroom	Each	Daily	6.00 to 11.30	13.00 to 16.30	25
2	SWEEPING & SWABBING					
A	Sweeping and swabbing Room area	Sq.m	Daily	6.00 to 11.30	13.00 to 16.30	382
B	Sweeping and swabbing Dining area	Sq.m	Daily	6.00 to 11.30	13.00 to 16.30	284
C	Sweeping and swabbing Common area	Sq.m	Daily	6.00 to 11.30	13.00 to 16.30	600
D	Cob-web removal in all areas	Sq.m	Weekly	6.00 to 11.30	13.00 to 16.30	824
3	DISPOSAL OF DEAD ANIMALS					
A	Cattle		As Required			
B	Dog, Monkey, Peacock, etc.		As Required			
C	Rat, Cat, etc		As Required			

NAME OF WORK: OUTSOURCING OF CATERING AND HOUSEKEEPING SERVICES FOR KAILAS & ROCKFORT HOUSES AT BHEL TRICHY AND TRANSIT FLAT AT CHENNAI FOR TWO YEARS.

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ANNEXURE-J

APPROXIMATE MONTHLY REQUIREMENT OF HOUSEKEEPING CONSUMABLES AT CHENNAI TRANSIT FLAT			
Sl No	ITEM DESCRIPTION	UOM	Approx. Qty.
1.	Bleaching Powder	Kg	3
2.	Exo Powder / Equivalent	Kg	8
3.	Phenol	Ltr	4
4.	Soap Oil	Ltr	4
5.	Perfume Liquid	Ltr	1
6.	Naphthalene Balls	Kg	1
7.	Toilet cleaning acid / Equivalent	Ltr	1
8.	Dettol	Ltr	1
9.	Mop Threads	Set	3
10.	Flower Brooms	Pcs	4
11.	Cob web Remover	Ea	1
12.	Muthu Brush (Closet Cleaning Brush)	Ea	2
13.	Nylon Scrubber	Ea	3
14.	Harpic / Domex (Toilet Cleaner)	Ltr	1
15.	Colin (Glass cleaner)	Ltr	0.50
16.	Silvo (Chrome Bath fittings cleaner)	Ltr	0.10
17.	Odonil/ Wonder Fresh / Deo n Fresh (Air Freshener)	Pcs	25
18.	Dettol Hand wash	Ltr	5
19.	Duster Cloth	Pcs	4

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ANNEXURE-K

8. PENALTIES

- 8.9 For any reduction in manpower below the minimum specified or as instructed by BHEL, in any 24 hour (3 shift) period, pro-rata deduction will be made from the bill for fixed monthly service charge for providing manpower in addition to penalty of Rs. 500/- (Rupees Five hundred only) per person per day below the minimum.
- 8.10 For failure to maintain biometric attendance and attendance register for staff on duty, penalty of Rs. 250/- (Rupees Two hundred and fifty only) per day will be levied.
- 8.11 Non-maintenance of proper records or non-submission of daily / weekly / monthly reports related to operations, inventory, maintenance, cash collection, occupancy, boarding, Guest amenities provided to the guests, House linen sent to the laundry, daily stock and consumption of Housekeeping consumables etc. as required by BHEL within the specified deadlines, will also attract penalty of Rs. 250/- (Rupees One thousand only) for every instance and will be deducted from monthly charges.
- 8.12 If any discrepancy is observed in remittance of room payment due to BHEL, the contractor should set right discrepancies failing which BHEL is liable impose penalty of Rs. 250 per day till the date of remittance.
- 8.13 For non maintenance of file in the BHEL Transit Flat office for preserving the Room Reservation Slips / Booking Chart sent from designated BHEL authorities a penalty of Rs. 250/- (Rupees Two hundred and fifty only) will be imposed for the first occasion after warning and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and deducted from monthly charges.
- 8.14 For non-availability or non maintenance of asset register a penalty of Rs. 250/- (Rupees Two hundred and fifty only) will be imposed for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and deducted from monthly charges.
- 8.15 For non-availability of suggestion book or complaint register and discouraging guests from registering complaints a penalty of Rs. 250/- (Rupees Two hundred and fifty only) will be imposed for the first occasion after warning and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and will be deducted from monthly charges.
- 8.16 Penalty of Rs. 250/- (Rupees Two hundred and fifty only) per guest will be levied for failure to collect duly filled-in and signed Feedback forms. The Feedback forms so collected are to be submitted to BHEL monthly failing which penalty of Rs. 250/- (Rupees Two hundred and fifty only) per day for first instance and Rs. 500/- per day for subsequent instance will be levied and deducted from monthly charges.
- 8.17 Failure to keep Feedback form along with the amenities in the room, a penalty of Rs. 250/- (Rupees Two hundred and fifty only) per day for first instance and Rs. 500/- per day for subsequent instance within the same month will be levied and deducted from monthly charges.
- 8.18 Penalty of Rs. 250/- (Rupees Two hundred and fifty only) per day will be levied for non-submission of extra / Miscellaneous expenditure incurred towards Company's Guests including nil reports and will be deducted from monthly charges.
- 8.19 For noncompliance with reasonable requests of guests that are not against BHEL's standing instructions a penalty of Rs. 250/- (Rupees Two hundred and fifty only) will be imposed for the first occasion after warning and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and will be deducted from monthly charges.
- 8.20 Inappropriate personal hygiene of contractor's employees or deployment of a sick person on duty will lead to fine of Rs. 1,000/- (Rupees One thousand only) for every instance and will be deducted from monthly charges.
- 8.21 Failure to conduct periodic health check-up of workers as required by BHEL will attract a fine of Rs. 1,000/- (Rupees One thousand only) for each person on each occasion and will be deducted from monthly charges.

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- 8.22 Severity of hygiene failure will be assessed and decided by BHEL and fined appropriately. In case of gross failure/negligence a severe penalty will be imposed, which could be a hefty fine as cash deducted from monthly fixed charges and / or summary Termination of the Contract.
- 8.23 Food poisoning, will invoke a hefty penalty to be decided at the sole discretion of BHEL, along with cancellation of contract and possible black-listing of the caterer.
- 8.24 Failure to maintain dedicated mobile number for manager / supervisor / in-charge and email ID along with computing facilities and internet connectivity will attract a penalty of Rs. 250 (Rupees Two hundred and fifty only) per day and will be deducted from monthly charges.
- 8.25 For not reporting immediately to BHEL regarding non-functioning / malfunctioning of appliances/equipment a penalty of Rs. 250/- (Rupees Two hundred and fifty only) will be imposed for the first occasion after warning and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and will be deducted from monthly charges.
- 8.26 Failure to accompany the guest to the allotted room, carry the luggage to the room and leave the guest after attending to basic comforts, providing fresh water, etc. will attract penalty of Rs. 250/- (Rupees Two hundred and fifty only) for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and will be deducted from monthly charges.
- 8.27 Failure to Prepare separate bills, in duplicate, for Boarding and Lodging and get them signed by the guest will attract penalty of Rs. 250/- (Rupees Two hundred and fifty only) for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and will be deducted from monthly charges.
- 8.28 For Telephone not manned or messages not taken properly or not passed on promptly a penalty of Rs. 250/- (Rupees Two hundred and fifty only) for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and will be deducted from monthly charges.
- 8.29 For not responding immediately to call or bell of guests a penalty of Rs. 250/- (Rupees Two hundred and fifty only) for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and will be deducted from monthly charges.
- 8.30 If any of the contractor's personnel is found to be indiscipline or discourteous, a penalty of Rs. 250/- (Rupees Two hundred and fifty only) per default will be imposed on each occasion. The decision of BHEL in this regard will be final and binding on the Contractor.
- 8.31 Using brands not permitted in the contract without prior permission or adulteration of food will invoke a fine of Rs. 1,000/- (Rupees One thousand only) for every instance and will be deducted from monthly charges.
- 8.32 For Failure to display the full menu with boarding tariffs in Dining Halls in specified size and language, penalty of Rs. 250/- (Rupees Two hundred and fifty only) for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month will be levied and deducted from monthly charges.
- 8.33 For complaints from guests of poor service or quality of catering including room service based on feedback form penalty of Rs. 250/- (Rupees Two hundred and fifty only) for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and will be deducted from monthly charges. The same is applicable for not getting up early in the morning or staying up late when required or not serving bed tea to guest's at specified time.
- 8.34 For failure to remove empty cups and saucers from the rooms immediately after service, penalty of Rs. 250/- (Rupees Two hundred and fifty only) for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month will be levied and deducted from monthly charges.
- 8.35 Failure to use chafing dishes for each service or as instructed by BHEL Transit Flat in charge, penalty of Rs. 250/- (Rupees Two hundred and fifty only) for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month will be levied and deducted from monthly charges.

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- 8.36 If the quality of milk is not found up to appropriate standard, or it is diluted, a fine of Rs. 500/- (Rupees Five hundred only) per instance would be imposed.
- 8.37 If BHEL finds that a certain meal was not cooked properly then a fine of Rs. 500/- (Rupees Five hundred only) per meal would be imposed.
- 8.38 If the packed foods and beverage items, ingredients etc. are used/served at Transit Flat after its "sell by" / "Best if used by(or before)"/"Guaranteed fresh"/"Use by"/"Expiry date" etc, a penalty of Rs. 500/- (Rupees Five hundred only) per default will be imposed on each occasion.
- 8.39 Hard and / or sharp objects like glass pieces, nails, hard plastic etc. will attract a penalty of Rs. 5,000/- (Rupees Five thousand only) per incident.
- 8.40 Not wearing mask, caps and disposable gloves while serving food will attract a Penalty of Rs. 250/- (Rupees Two hundred and fifty only) for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and will be deducted from monthly charges.
- 8.41 Any complaints of insects and / or foreign objects (stone, hair, rope, cloth, plastic, etc.) cooked along with food found in any food item would invite a fine of Rs. 500/- (Rupees Five hundred only) per instance.
- 8.42 Three or more complaints of unclean utensils in a day would lead to a fine of Rs. 500/- (Rupees Five hundred only) per meal.
- 8.43 If cooks are not changed as decided by the designated BHEL official, Penalty of Rs. 250/- (Rupees Two hundred and fifty only) per day will be levied in addition to pro-rata deduction as applicable from the fixed charges towards providing manpower. Above penalty is also applicable in case a professionally qualified / experienced cook is not available or is absent from duty and deducted from monthly charges.
- 8.44 For deficiency in quality, quantity or number of guest amenities provided to guests including replenishment on request by the guest, cost thereof will be recovered from monthly bill in addition to penalty of Rs. 100/- (Rupees One hundred only) per occasion and will be deducted from monthly charges.
- 8.45 Failure to provide Newspaper in occupied rooms and Lounges / reception will attract a penalty of Rs. 250/- (Rupees Two hundred and fifty only) for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and will be deducted from monthly charges.
- 8.46 Failure to keep rooms neat and tidy immediately after they are vacated will attract a penalty of Rs. 250/- (Rupees Two hundred and fifty only) for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and will be deducted from monthly charges.
- 8.47 Failure to change linen in the guest rooms on alternate days will attract a penalty of Rs. 250/- (Rupees Two hundred and fifty only) for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and will be deducted from monthly charges.
- 8.48 Failure to make beds and clean rooms, bathrooms and toilets daily will attract a penalty of Rs. 250/- (Rupees Two hundred and fifty only) for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and will be deducted from monthly charges.
- 8.49 Failure to dust and clean ceilings, ceiling fans, windows, window panes and all common areas within specified days will attract a penalty of Rs. 250/- (Rupees Two hundred and fifty only) for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and will be deducted from monthly charges.
- 8.50 Failure to clean rooms and service areas twice a day will attract a penalty of Rs. 250/- (Rupees Two hundred and fifty only) for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and will be deducted from monthly charges.

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- 8.51 Failure to replenish deodorants and mosquito repellents will attract a penalty of Rs. 250/- (Rupees Two hundred and fifty only) for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and will be deducted from monthly charges.
- 8.52 Failure to clean bathroom fittings and mirrors as specified will attract a penalty of Rs. 250/- (Rupees Two hundred and fifty only) for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and will be deducted from monthly charges.
- 8.53 If Hygiene of dining hall, kitchen etc., not up to the desired standards penalty of Rs. 250/- (Rupees Two hundred and fifty only) will be imposed for the first occasion after warning and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and will be deducted from monthly charges.
- 8.54 Failing to post Qualified (Full-time course in Hotel Management / Catering Technology) supervisor / In- Charge will attract penalty of Rs. 250/- (Rupees Two hundred and fifty only) per day in addition to pro-rata deduction as applicable from the fixed charges towards providing manpower.
- 8.55 The contractor should give certificate of antecedents of each of his employees from the local police station within specified period of 02 months failing which penalty of Rs. 250 (Rupees Two hundred and fifty only) will be imposed per person per day until police clearance is submitted.
- 8.56 Failure to wear full uniform including mask, gloves, shoes, socks, name plate, photo ID card, etc. at all times will attract Penalty of Rs. 250/- (Rupees Two hundred and fifty only) for the first occasion and Rs. 500/- (Rupees Five hundred only) for each subsequent occasion within the same month and deducted from monthly charges.
- 8.57 BHEL will inform the Contractor in writing regarding the specific deficiency for which deduction is made.
- 8.58 In case of any damages or loss caused to BHEL's premises or property due to any default or failure on the part of the contractor for providing services of the requisite standard or negligence of the contractor or his employees, the same would be recoverable from the dues to the contractor in addition to the civil or criminal liabilities.
- 8.59 Penalty will also be levied for not adhering to any other service clause in this document as follows:
 - 8.59.1 First violation of the service clause implies fine of Rs. 250/- (Rupees Two hundred and fifty only) per clause. Second and subsequent violations of the same clause within 30 days of previous fine will attract a fine of Rs. 500/- (Rupees Five hundred only).

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ANNEXURE – L

SL NO	Description of the Items	Unit
1	Unlimited Breakfast Vegetarian (To be served as buffet): 4. Idly / Rava Idly / Dosa / Rava Dosa / Masala Dosa / Onion Oothappam / Tomato Oothappam / Poori with potato masala / Pongal, etc. (Any two items - to be varied every day - with variety chutney and sambar) 5. Vadai with chutney and sambar 6. Coffee / Tea / Milk	Per Head for Unlimited Quantity
2	Unlimited Veg Lunch / Supper (To be served as buffet): 10. Soup with Bread slices and Butter, Chips 11. Chapathi with sabzi or Poori with masala, 12. Variety rice - Vegetable fried rice / Pulao, etc. (Any 2 items - to be varied every day) 13. Deep fry poriyal, Koottu or Aviyal 14. Cutlet / Vadai / Bonda / Bajji / Pakoda, etc. / plain or with sambar or curd 15. Plain rice with Sambar / Dal / Vattal / More kulambu 16. Rasam, Curd or Curd Rice 17. Appalam, Pickle 18. Sweet + Banana / Seasonal fruit	Per Head for Unlimited Quantity
3	Packed Breakfast / Tiffin: 3. Idly (4 Nos.) or Dosa / Oothappam (2 Nos), 4. Vadai (2 Nos, 25 gm each) with Chutney	Per Head
4	Packed Lunch / Dinner: 5. Chapathi / Roti / Phulka (2 Nos), 6. Variety rice like Tomato / Tamarind / Lime rice (150 gm), 7. Poriyal / Kootu (50 gm) 8. Curd Rice (150 gm) with pickle	Per Head
5	Fresh Fruit Juice (180 ml)	Per Glass
6	Cornflakes with Milk and Sugar	Per Head
7	2 slices of Bread with Butter and Jam	Each
8	2 eggs served as Omelette / Scrambled, etc.	Each
9	Coffee / Tea / Milk (180 ml)	Per Cup
10	Pot Coffee / Tea/ Milk (2 cups)	Each
11	Fruit Salad (50 gm)	Each
12	Sweet (40 gm)	Each
13	Vadai / Bonda / Snack (25 gm)	Per Head

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1. INTEGRITY PACT (IP)

- 1.1 IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

SI	IEM	Email
1.	Shri Otem Dai, IAS (Retd.)	iem1@bhel.in
2.	Shri Bishwamitra Pandey IRAS (Retd.)	iem2@bhel.in
3.	Shri Mukesh Mittal, IRS (Retd.)	iem3@bhel.in

- 1.2 The IP as enclosed with the Tender (Format-1) is to be submitted (duly signed by authorized signatory) along with techno-commercial bid. Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.
- 1.3 Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the Tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

Note:

No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc on the Tender issued. All such clarification/ issues shall be addressed directly to the Tender issuing (procurement) department's officials whose contact details are provided below:

Details of contact person(s):

(1)

(2)

Name: M Sudala Srinivasan Designation : Manager Dept: Works Contracts Management Address: Bldg. 24 3rd Floor, HPBP, BHEL Trichy-14 Phone: 0431-2575478 Email: mssvasan@bhel.in	Name: K PRASATH Designation : ENGINEER Dept: Works Contracts Management Address: Bldg. 24 3rd Floor, HPBP, BHEL Trichy-14 Phone: 0431-2571573 Email: prasath@bhel.in
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II. GENERAL TERMS & CONDITIONS OF CONTRACT

1. Definition:

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

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

2. Heading to the Contract Conditions:

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

3. DEVIATIONS:

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

4. Work to Be Carried Out:

The Contract shall include all labour which may be required for the execution of the work.

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

5. Assignment of Transfer of Contract:

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

6. Sub-Contract:

The Contractor shall not sublet any portion of the contract.

7. Compliance to Regulations and Bye-Laws:

The Contractor shall confirm to the provisions of any statute relating to the work and regulations and Bye- laws of any local authority. The Contractor shall be bound to give all notices required by statutory

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regulations or by-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

8. Earnest Money Deposit (EMD) & Security Deposit (SD):

Earnest Money Deposit (EMD):

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

Modes of Deposit:

The EMD shall be accepted only in the following forms:

- (i) Electronic Fund Transfer credited in BHEL account (before Tender opening) or
- (ii) Demand Draft (DD) in favor of BHEL Trichy (along with offer) or

In addition to above, the EMD in excess of Rs Two lakh may also be accepted in the form of Bank Guarantee(BG) from scheduled bank. The Bank Guarantee in such cases shall be valid for at least six months. This means, for eg., If EMD stipulated for a Tender is ₹ 2.50 lakhs, ₹ 2 lakhs shall be deposited in any of the above (4) modes and the balance ₹ 0.50 lakhs shall be given as bank guarantee". However, if a Tender has an EMD amount equal to or less than ₹ 2 lakhs, then BG cannot be accepted for EMD. Vendor should exercise caution while taking modes of EMD for appropriate amount, as per Tender, failing which their offer is liable to be rejected.

Forfeiture of EMD / SD:

EMD by the Tenderer will be forfeited as per Tender documents if

- i) After opening the Tender and within the offer validity period, the Tenderer revokes his Tender or makes any modification in his Tender or increase his earlier quoted rates.
- ii) The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.
- iii) If only, a part of the work included in the Tender has been awarded to the Tenderer and the Tenderer refuses to take up the work, the amount of Earnest Money to be forfeited will be based on the value of the contract so awarded.

General Terms related to EMD:

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

Earnest Money Deposit (EMD) of the successful Tenderer will be retained as part of Security deposit.

The Earnest Money Deposit (EMD) will be refunded to the unsuccessful Tenderers normally within 15 days of acceptance of the award of work by successful Tenderer / expiry of offer validity period

Security Deposit (SD):

The contractor whose Tender has been accepted shall, furnish security deposit within seven days of receipt of the notification of acceptance of his Tender, as indicated. Security deposit shall be @ 5 % of Contract value.

After issue of LOI / Work Order intimation, if the Contractor fails to commence the work within 15 Days or as indicated in LOI / Work Order, and do not complete the work in total as per the terms & conditions of tender, EMD / SD deposited by the Contractor will be forfeited and suitable action will be taken as per GeM GTC.

SD conversion of EMD

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

Modes of Deposit:

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

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

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Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)

General Terms related to SD:

The security Deposit will not carry any interest.

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

BHEL, shall not be responsible for any loss of securities due to liquidation or any other reason whatsoever or any depreciation in the value of the Securities while in their charge or for any loss of interest thereon.

NOTE: Acceptance of Security Deposit against Sl. No. (iii), (iv) and (v) above will be subject to hypothecation or endorsement on the documents (Signature of the Branch Manager must be present) in favor of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.

Collection of Security Deposit:

- LOI will be issued separately through mail, Security Deposit has to be deposited within 15 days of LOI. Else EMD will be forfeited and may also attract the provision as per GeM GTC.
- At least 50% of the required Security Deposit, including the EMD, should be paid by the Contractor before placing the work order in GeM.
- 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.
- All compensation or other sums of money payable by the contractor to BHEL under the terms of this contract or under any other contract with BHEL, may be deducted from the Security Deposit or realized by the sale of the securities or from the interest arising therefrom or from any sums which may be due or may become due to the contractor payable by BHEL, on any account whatsoever against this contract or any other contract with BHEL and in the event of his Security Deposit being reduced by reason of such deductions or sale as aforesaid, the Contractor shall within seven days thereafter make good in cash or in securities endorsed as aforesaid, any sum or sums by which the security Deposit has been so reduced.
- In case of an Award of a Contract and if the Contractor fails to perform or does not comply with the Performance Evaluation Criteria, the Security Deposit will not be refunded / Bank Guarantee encashed.
- The Bank Guarantee shall be kept valid until the due date for refund of Security Deposit.

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

REFUND OF SECURITY DEPOSIT:

Security Deposit will be refunded on completion of the work and after the expiry of the maintenance period, if any, provided always that the Contractor shall first have been paid the last and final bill and have rendered a "NO DEMAND CERTIFICATE". In case no maintenance period is applicable, then 100% of security Deposit will be refunded after providing "NO DEMAND CERTIFICATE" by the contractor as per format provided by BHEL.

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

At the time of bill passing, the contractor shall submit the copy of the remitted GST challan of previous month / Quarter as proof of GST remitted to tax authorities and also a Certificate Stating that "GST Collected from BHEL has been remitted to tax authorities".

For services / supplies after implementation of New GST Return System i.e. from 01/10/2019, the

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following conditions will apply and contractor shall fully comply to the below points.

- a) Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration Number (GSTIN) which should be clearly mentioned in the offer. If the dealer is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer. Dealers under composition scheme should declare that he is a composition dealer supported by the screen shot taken from GSTN portal. The unregistered dealer as well as the composition dealer has to submit an undertaking stating that they will not claim GST during the execution of the contract even if their status under GST changes to regular tax payer. The dealer has to submit necessary documents if there is any change in status under GST.
- b) Supplier shall mention their GSTIN in all their invoices (incl. credit Notes, Debit Notes) and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No. which is linked/uploaded in GSTN network shall be clearly indicated), Billed to party (with GSTIN) & Shipped to party details, item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, Place of Supply etc. **Wherever E-Invoice is applicable, the tax invoice/ CN / DN submitted by the vendor must contain the QR code generated in E-Invoice Portal & IRN.**
- c) All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
- d) Invoices will be processed only upon completion of statutory requirement and further subject to following:
 - i. Vendor declaring such invoice in their GSTR-1 Return/ IFF
 - ii. Receipt of Goods or Services and Tax invoice by BHEL
- e) As the continuous uploading of tax invoices in GSTN portal (in GSTR-1/ IFF) is available for all (i.e. both Small & Large) tax payers, all invoices raised on BHEL may be uploaded immediately in GST portal on dispatch of material /rendering of services. The supplier shall ensure availability of Invoice in GSTN portal before submission of invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's GSTR-2A/ GSTR-2B).
- f) In case of discrepancy in the data uploaded by the supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month informed by BHEL.
- g) In cases where invoice details have been uploaded by the vendor but failed to remit the GST amount to GST Department (Form PMT-08 or Form GST RET-01 to be submitted) within stipulated time, then GST paid on the invoices pertaining to the month for which GST return not filed by the vendor will be recovered from the vendor along with the applicable interest (currently 24% p.a) and all subsequent bills of the vendor will not be processed till filing of the GST return by the vendor.
- h) In case GST credit is denied to BHEL due to non-receipt or delayed receipt of goods and/ or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount claimed in the invoice shall be disallowed to the vendor.
- i) Where any GST liability arising on BHEL under Reverse Charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the vendor.
- j) Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contracts. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Tax Invoice will be issued by BHEL indicating the respective supply invoice number.
- k) GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 Central Tax dated 13.09.2018. GST TDS certificate will be generated in GSTN portal subsequent to vendor accepting the TDS deduction in the GSTN portal & the vendor can directly download the Certificate from the GSTN Portal.
- l) In case any changes in taxes and duties as per Gov. Notification (including GST), the same shall be applicable from time to time.

GST will be charged on the

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1. EMD/SD amount forfeited from the bidder at the applicable rates.

2. Risk purchase amount forfeited from the bidder at the applicable rates

GST tax Invoice will be issued to the vendor on receipt/recovery of GST amount from the vendor”.

10. Orders under the Contract:

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

11. Contractor's Supervision:

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

12. Payment to employees engaged by the contractor:

1. The Contractor shall remain liable for the payment of all wages and other payments in connection with the employees engaged by him and with regard to the work.
2. The Contractor shall comply with the applicable provisions of Payment of Wages Act-1936, Minimum Wages Act-1948, Employees' Liability Act-1938, Employees' Compensation Act-1923, Payment of Bonus, EPF and Miscellaneous Provisions Act-1952, Employees' State Insurance Act-1948 and other relevant Acts and rules framed, thereunder from time to time.
3. Contractor shall be responsible for making payment of wages within 7 days from the last day of wage period and shall obtain the signature at the end of entries in the wage register from area in-charge of contract operating department. If the 7th days falls on Sunday or holiday the payment should be made on the previous working day
4. Contract labours has to sign the filled in wage register in front of the area in-charge of contract operating department and area in-charge should certify the wage register for payment to the Contract labours only after signed by all the contract labours in filled wage register.
5. Contractor shall have/ obtain license under the Contract Labour (Regulation and Abolition) Act-1970.
6. **Contractor should ensure that at least the prevailing minimum wages, as per the rules of Government of Tamil Nadu, which are applicable to General Engineering and Fabrication Industry inclusive of bonus after remitting PF & ESI contributions, are paid to his employees only in their respective nationalized bank accounts by means of NEFT/ RTGS/ IMPS.**

Any changes in manpower should be informed to the executive in-charge of Contract execution department before engaging them along with the details.

While submitting the bills, the contractor should submit a proof of payment made to employees only through nationalized bank, along with PF and ESI contribution challans to Welfare Section every month for effecting payment by BHEL. Otherwise payment to the bills will not be processed.

In addition, the contractor has to submit wage register as a proof for payment of Minimum wages as per prevailing acts, for getting payment from BHEL.

7. The contractor shall remit the salary/wages of their workmen ONLY through nationalized Bank, directly to the salary/savings account of the employee concerned. monthly clearance will be given in respect of those contractors, only if the salary/wages to the workmen concerned has been remitted. The relevant Bank statement/proof of payment should be produced along with PF and ESI challans every month.

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If the Contractor employs more than twenty employees, he has to obtain License to this effect from the Factory Inspectorate and renew the same periodically.

8. The Contractor should follow and comply with Minimum Wages, ESI, PF, Bonus, Group Insurance and other statutory regulations as stipulated in Factories Act and other applicable State / Central Governments' rules & regulations.
9. **Each contract employees must have his own PF and ESI Codes and comply with the relevant Acts.**
10. **The Contract workers should be fully aware of safety measures and observe all safety precautions during work. The Contractor should also make his own arrangements to provide requisite safety devices to the workers, based on the nature of work. Any accident / incident occurring to his workers in Company's premises should be reported in writing by the Contractor to Safety, Welfare and Line Executive concerned.**
11. Contractor shall maintain proper records of PF, EDLI, Pension, ESI contribution, administrative charges etc., wherever applicable and shall produce proof of deductions as well as remittances. Contractor shall issue wage slips to his employees. Indicative lists as follows, which shall be maintained neatly, completely and legibly for inspection by various statutory authorities and the company officials even at short notice:
 - (a) Form XIII - Register of Workmen employed by contractor
(Rule 75)
 - (b) Form XIV - Employment card issued by contractor (rule 76)
 - (c) Form XVI - Muster Roll (Rule 78(1) (a) (i))
 - (d) Form XVII - Register of Wages (Rule 78(1) (a) (i))
 - (e) Form XVIII - Register of wages-cum Muster Roll (in case of weekly Payment)
 - (f) Form XIX - Wage Slip (Rule 78) (b)
 - (g) Form XX - Register of deduction for damages of loss
(Rule (78) (1) (a) (ii))
 - (h) Form XXI - Register of files (Rule 78) (1) (a) (ii)
 - (i) Form XXII - Register of advance (Rule 78) (1) (a) (ii)
 - (j) Form XXIII - Register of overtime (Rule 78) (1) (a) (iii)
 - (k) Form XXIV - Return to be sent by the contractor to
licensing officer (Rule 82)
 - (l) any other records/registers required to be maintained by the contractors
under statutory provisions applicable to him.

13. Precautions against Risk:

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

14. Damage & Loss to Private Property & Injury to workmen:

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

15. Laws Governing the Contract:

The Indian Laws shall govern the contract for the time being in force.

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16. Cancellation of Contract for Corrupt Acts:

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

If the Contractor shall:

- a) Offer or give or agree to give to any person in BHEL service any gift or consideration of any kind, as an inducement or reward for doing or for bearing to do or for having done or for having borne to do any act, in relation to the obtaining or execution of this or any other contract for BHEL service,
OR
- b) Enter into a contract with BHEL in connection with which commission has been paid or agreed to be paid by him or with his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to BHEL,
OR
- c) To obtain' a contract with BHEL as a result of ring Tendering or by non-bonafide methods of competitive Tendering, without first disclosing the fact in writing to BHEL.

17. Cancellation of Contract for Insolvency Assignment of Transfer or Subletting of Contract:

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

If the Contractor,

- a) Being an individual or if a firm any partner thereof shall at any time be adjudged bankrupt or have a receiving order for administration of his estate, made against him or shall take any proceedings for liquidation or composition under any bankruptcy Act or assignment of his effects of composition or arrangement for the benefit of his creditors or purport to do so, or if any application made under any Bankruptcy Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him on behalf of his creditors.
OR
- b) Being a Company, shall pass a resolution or Court shall make an order for the liquidation of its assets, or a receiver or Manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or Manager.

OR

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

18. Cancellation of Contract in Part or Full for Contractor's Default:

If the contractor:

- a) makes default in carrying out the work as directed and continues in that state after a reasonable notice from the respective area HOD or his authorized representative:

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- b) fails to comply with any of the terms & conditions of the contract or failure to comply orders after reasonable notice in writing with orders properly issued thereunder:

BHEL, may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the contract as whole or in part thereof or only such work order or items of work in default from the contract. Whenever BHEL exercises the authority to cancel the contract as a whole or part under this condition, BHEL may complete the work at the contractor's risk and cost (as certified by the respective area.

HOD which is final and conclusive) being less than the contract cost, the advantage shall accrue to BHEL. If the cost exceeds the money due to the Contractor under this contract, the Contractor shall either pay the excess amount ordered by the respective area HOD or the same shall be recovered from the Contractor by other means. In case BHEL carries out the work or any part thereof under the provisions of the conditions the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or labour provided by BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the respective area HOD whose decision shall be final and conclusive.

19. Termination of Contract on Death of Contractor:

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

20. Special Power to Termination:

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

21. Recovery from Contractor:

Whenever under the contract, any sum of money, shall be recoverable from or payable by the Contractor, the same may be deducted from or any sum then due or which at any time thereafter may become due to Contractor under the contract or under any other contract with BHEL or from his Security Deposit unless the contractor pays the claim on demand.

22. Post- Technical Audit of Work and Bills:

BHEL reserves the right to carry out the post-payment Audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc., and enforce recovery of any sum becoming due as a result thereof in the manner provided in the presiding sub- paragraphs. However, no such recovery shall be enforced after three years of passing the final bill.

23. Force Majeure Clause:

As per GeM GTC

24. Preference to Make in India:

For this procurement, the local content to categorize a supplier as a Class I local supplier/ Class II local Supplier/ Nonlocal supplier and purchase preference to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT".

- 25. SUBMISSION OF BILLS BY CONTRACTOR:** Bills should be submitted within a week after execution of work during the calendar month. The Contractor shall submit a bill in triplicate detailing the various items of work done during the month supported by the requisitions issued from time to time. The Contractor shall, once in every month, submit to the end user / executing agency, separately details of his claims

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for the work done by him up to and including the previous month which are not covered by his contract agreement in any of the following respects:

- a) Deviation from the items provided in the contract documents.
- b) Extra items / new items of work.
- c) Items in-respect of which rates have not been settled. He should in addition furnish a clear certificate to the effect that the claims submitted by him as aforesaid cover all his claims and that no further claims shall be raised by him in respect of the work done up to and including the period under report.
- d) Tenderer has to quote rates both in figures and in words for all the items given in the Bill of Quantities provided.
- e) Along with bills, Contractors has to furnish self-attested copy of the following documents for further processing of bills:
 - f) Copy of PAN card.
 - g) Documentary proof for payment of PF/ESI (for the last month) with respect to the employees engaged by the contractor with payment details relating to individual names to be submitted.
 - h) Copy of payment challan of previous Month / Quarter as proof of deposit of GST along with a certificate from the Contractor that tax collected from BHEL has been remitted to tax authorities.
 - i) If the Contractor is not registered for any statutory obligation and not liable there to, then a declaration shall be submitted along with offer that they are within the threshold limit.

Any other relevant document which is required from time to time as per BHEL requirement.

26. PAYMENT OF BILLS: All payments to be made to the contractor, under this contract shall be through Electronic Fund Transfer (EFT) only as per payment terms.

- a) Payment will be made after completion of work as per tender conditions on acceptance and certification of bills by respective area Executive in charge.
- b) Statutory deduction like IT etc. will be deducted from contractor payment as required by Law.

EXTENTION OF CONTRACT: One or more extensions of the Contract may be done with mutual agreement between BHEL, Trichy and the approved Contractor. Such agreements shall be based on acceptance of the lowest rates and terms & conditions of the corresponding contract.

27. PROVISION FOR MICRO & SMALL ENTERPRISES (MSE) SUPPLIERS.

1. MSE suppliers can avail the intended benefits only if they submit along with UDYAM certificate
2. Definitions of MSEs owned by Women is under:
 - a) In case of proprietorship firm, proprietor must be woman.
 - b) In case of partnership firm, the women partners must be holding at least 51% shares in the unit.
 - c) In case of private limited companies, at least 51% share must be held by women promoters.
3. Definitions of MSEs owned by SC/ST is under:
 - a) In case of proprietorship firm, proprietor must be SC/ST.
 - b) In case of partnership firm, the SC/ST partners must be holding at least 51% shares in the unit.
 - c) In case of private limited companies, at least 51% share must be held by SC/ST promoters.
 - d) Authorized Offices to Issue SC/ST certificate. The caste/Tribe/Community certificate issued by the following authorities in the prescribed form for SCs/STs can be considered.
 - i District Magistrate / Additional District Magistrate / Collector / Deputy commissioner / Additional Deputy commissioner / Deputy collector/ 1st class stipendiary magistrate/ Sub divisional Magistrate/ Taluka Magistrate/ Executive magistrate/ Extra Assistant commissioner.
 - ii Chief Presidency magistrate/ Additional chief presidency magistrate/ Presidency magistrate.
 - iii Revenue Officer not below the rank of tahsildar.
 - iv Sub-Divisional officer of the area where the individual and/ or his family normally resides.
 - v To avail the benefits of MSE under SC/ST category, the related documents as stated above should be submitted along with tender documents.
4. Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above

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- required documents are not submitted before price bid opening. If the Tender is to be submitted through GeM portal, then the above required documents are to be uploaded on the portal.
5. However, credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers at the time of Tender evaluation.
 6. The MSEs who have applied for registration or renewal of registration with any of the above agencies/bodies, but have not obtained the valid certificate as on closing date of the Tender, are not eligible for exemption/preference.

28. CRITERIA FOR AWARD OF WORK:

Evaluation of the offer shall be done on "Net Cash outflow to BHEL after taking into account applicable Taxes and Duties "and overall (package) L1 basis. The L1 position based on the quoted values (subject to calculations) excluding applicable Goods & Services tax (GST), will not necessarily mean L1 for a vendor, but the net liability to BHEL, after considering the Goods & Services tax (GST) criteria for all the vendors who had participated in the Tender. In case of exemption from the payment of Goods & Services tax (GST), the vendor has to submit a declaration along with the Tender. For such exempted vendor, Vendor cannot claim GST from BHEL, during the execution of the contract (if awarded) even if their status under GST changes to regular tax payer. **The Evaluation currency for this Tender shall be INR.**

29. Arbitration and conciliation:

The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the contract/Tender 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 as per GeM GTC

Appendix I

FORMAT FOR SEEKING CONSENT FOR REFERRING THE DISPUTES TO CONCILIATION THROUGH IEC

To,

M/s. (Stakeholder's name)

Sub: Resolution of the Disputes through conciliation by Independent Expert Committee (IEC).

Ref: Contract No/MoU/Agreement/LOI/LOA& date _____.

Sir,

With reference to above referred Contract/MoU/Agreement/LOI/LOA, you have raised certain Disputes/claims. Vide your letter dated____ you have requested BHEL to refer the Disputes/claims to IEC for Conciliation.

We are enclosing herewith Format (3) for giving consent and the terms and conditions of BHEL Conciliation Scheme, 2018 governing conciliation through IEC. You are requested to give your unconditional consent to the said terms and conditions of the Scheme by returning the same duly sealed and signed on each page. On receipt of your consent, matter will be put to the Competent Authority for consideration and decision.

Please note that BHEL has also certain claims against you (if applicable). BHEL reserves its right to agree or not to agree conciliation of the said disputes through BHEL and this letter is being issued without prejudice to BHEL's rights and contentions available under the contract and law.

Yours faithfully,

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Representative of BHEL

Appendix II

FORMAT FOR GIVING CONSENT BY CONTRACTOR / VENDOR / CUSTOMER / COLLABORATOR / CONSORTIUM PARTNERS FOR REFERRING THE DISPUTES TO CONCILIATION THROUGH IEC

To,
BHEL

.....
Sub: Resolution of Disputes through Conciliation by Independent Expert Committee (IEC).

Ref: Contract/MoU/Agreement/LOI/LOA No & date____

With reference to above referred contract, our following bills/invoices/claims submitted to BHEL are still unpaid giving rise to Disputes:

SL. no.	Claim Description	Bill submitted to BHEL (no. and date)	Amount of the bill/claim	Amount received from BHEL	Outstanding Amount

Accordingly, we request you to kindly refer the Disputes in respect of above claims to IEC for Conciliation.

We hereby agree and give our unconditional consent to the terms and conditions of BHEL Conciliation Scheme, 2018 governing conciliation through IEC. We have signed the same on each page and enclosed it for your consideration. Yours faithfully,

(Signature with stamp)

Authorized Representative of Contractor

Name, with designation Date

Appendix III

STATEMENT OF CLAIMS/COUNTER CLAIMS TO BE SUBMITTED TO THE IEC BY BOTH THE PARTIES

1. Chronology of the Disputes
2. Brief of the Contract/MoU/Agreement/LOI/LOA
3. Brief history of the Disputes:
4. Issues:
5. Details of Claim(s)/Counter Claim(s):

SI. No.	Description of claim(s)/ Counter Claim	Amount (in INR) Or currency applicable in the contract	Relevant contract clause

6. Basis/Ground of claim(s)/counter claim(s) (along with relevant clause of contract).

Note- The Statement of Claims/Counter Claims may ideally be restricted to maximum limit of 20 pages.

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Relevant documents may be compiled and submitted along with the statement of Claims/Counter Claims. The statement of Claims/Counter Claims is to be submitted to all IEC members and to the other party by post as well as by email.

30. JURISDICTION:

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

31. SECRECY OF CONFIDENTIAL INFORMATION:

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

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

32. SIGNING OF CONTRACT:

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

33. FRAUD PREVENTION POLICY:

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

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

34. RISK PURCHASE:

In case of abnormal delays (beyond the maximum late delivery period as per LD clause) or non-fulfilment of any other terms and conditions given in work order, BHEL may cancel the work order in full or part thereof, and may also make a contract of such work/service from elsewhere / alternative source at the risk and cost of the original contractor. BHEL will take all reasonable steps to complete the contract obligations from alternate source at optimum cost. If bidder does not agree to the above Risk Purchase Clause, BHEL reserves the right to reject the offer. In case for compelling reasons BHEL accepts the offer without acceptance of this clause by the bidder and in the eventuality of Risk Purchase, appropriate action will be taken as per BHEL extant rules. This will be without prejudice to any other right of BHEL under the contract. Risk & cost clause, in line with conditions of contract may be invoked in any of the following cases:

1. Contractor'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.
2. Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.

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3. Non completion of work / Non-supply by the contractor within scheduled completion/delivery period as per contract or as extended from time to time, for the reason attributable to the contractor.
4. Termination of contract on account of any other reason (s) attributable to contractor.
5. Assignment, transfer, subletting of contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
6. Non-compliance to any contractual condition or any other default attributable to contractor.

Risk and Cost amount against balance work will be calculated as follows:

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

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)

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

Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities.

Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities.

Substitute/ extra items whose rates have already been approved would form part of contract quantities for this purpose. Substitute/ extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions.

However, increase in quantities on account of additional scope in new Tender shall not be considered for this purpose.

GST will be applicable against the Risk and cost amount.

NOTE: In case portion of work is being withdrawn, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work/supply' for calculating Risk & Cost amount.

35. Biometric Entry/Exit System for Contract Workmen:

1. The Entry/Exit of the employees engaged by contractor is to be regulated only through Biometric system.
2. The contractor should arrange photo coverage for all his/her employees within the above stipulated time.
3. The contractor has to submit FORM-I for all his/her contract employees. All the particulars required in FORM-I are to be provided by the contractor without fail.
4. Every employee of the Contractor shall be provided with Employment Card as per Form XIV (as per Rule 76 of the Contract Labour (Central) Rules, 1971 and the contractor shall instruct its employees to carry the Employment Card as well as Entry Card without fail, while entering/exiting factory.
5. The contractor should educate his employees in registering the attendance through the system.
6. Whenever a contract employee migrates or leaves service of the contractor, the contractor has to surrender the biometric card of the particular employee to Contract Cell with immediate effect, without fail.
7. On completion of the work, the contractor has to surrender all the biometric entry cards issued to its employees immediately to the contract cell. Otherwise, an amount of Rs.200/- per card will be deducted from the final bill/security deposit of the contractor.
8. If any contract employee lose his/her entry card, the contractor shall arrange a duplicate entry card for the employee by paying an amount of Rs.200/-.
9. The Contractor is totally responsible for the biometric cards issued to his/her employee.
10. The Contractor has to indemnify BHEL for all the damages and losses caused by his/her employees.

36. Notices of Accidents:

In the event of an accident the Contractor shall be required to fill injury report and submit to the

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Engineer in charge immediately and ensure compliance of ESI / Workmen's Compensation of accident as per the Act.

The Contractor shall get the Contract personnel engaged by him insured under workmen's compensation policy from any Insurance company in India before actually starting the work. The Insurance coverage should be for the entire period of Contract. The Contractor shall comply with the provisions of the Workmen's Compensation Act 1923. (This should be read in connection with the provisions of ESI Act.)

37. Government Law's covering Under This Contract:

1. The Factories Act, 1948:

Section 32: Floors, stairs and means of access shall be properly maintained to ensure safety. Every place of working should have safe access. When any person has to work at a height from which he is likely to fall, provision shall be made, so far as is reasonably practicable, by fencing or otherwise, to ensure the safety of person so working.

2. Tamil Nadu Factories Rules, 1950

Rule 55: Hoists and Lifts & Rule 55A. Lifting machines, chains, ropes and lifting tackles: Shall be maintained in good condition, thoroughly inspected and examined by competent persons and records to be maintained.

Rule 57: Excessive Weights: No person shall, unaided by another person, lift, carry or move by hand or on head, any material, article, tool or appliance exceeding the maximum limit in weight set out in the schedule (50 kg for adult male and 30 kg for adult female).

Rule 61E: Machinery and plant: No machinery, plant or equipment shall be constructed, situated, operated or maintained in any factory in such a manner as to cause risk of bodily injury.

Rule 61F: Methods of Work: No process or work shall be carried on in any factory in such a manner as to cause risk of bodily injury.

Rule 61G: Stacking and storing of materials etc.: No materials or equipment shall be stacked or stored in such a manner as to cause risk of bodily injury.

Rule 61-K. Examination of eye sight of certain workers: No person shall be employed to operate a crane or to give signals to crane operator unless his eye sight and colour vision have been examined and declared fit by a qualified ophthalmologist.

Rule 61-N and Rule 61- O: Workers to be provided with Personal Protective equipment suitable for the hazards and should be of good quality / have certification by Indian Standard Institute.

Note: For the type of work envisaged, personal protective equipment such as helmet, safety shoes and gloves are essential.

Rule 96: Notification of accidents: Shall be complied with as required in the Factories Act (Section 88 and Section 88A) and Tamil Nadu Factories Rules.

The Contractor shall in respect of Personnel employed by him either directly or through sub-Contractors, comply with or cause to be complied with following statutory provisions and rules and in regard to all matters provided therein.

The Contract Labour (Regulation & Abolition) Act 1970 and the related Rules.

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- a. The minimum wages Act 1948 and the related rules
- b. The payment of wages Act 1936 and the related rules.
- c. The Factories Act 1948 and related Tamil Nadu Rules.
- d. The Employees' Provident Fund & Miscellaneous provisions Act 1952.
- e. The Employees State Insurance Act 1948.
- f. Workmen Compensation Act 1923 Payment of Bonus Act 1965
- g. Maternity Benefit Act, 1961
- h. Payment of Gratuity Act, 1972
- i. Inter-State Migrant Workmen (Regulation of Employment & Conditions of Service) Act, 1979
- j. Equal Remuneration Act, 1976
- k. Industrial Employment (Standing Order) Act, 1960 (In case of engaging 100 or more personnel)
- l. The Industrial Disputes Act 1947

3. Information technology act 2000

And any other law, or modifications to the above or to the rules made there under from time to time.

38. STATUTORY REQUIREMENTS:

- a. All statutory requirements under Minimum Wages Act, 1948, Factories Act 1948, Workmen Compensation Act 1923, Employees Provident Fund and Miscellaneous Provisions Act, 1952, Payment of Gratuity Act 1972, Employee State Insurance Act 1948, Contract Labour (R&A) Act 1970, Payment of Bonus Act 1965, Income Tax Act, GST Act and all other applicable Acts shall be complied with by the Contractor.
- b. 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.
- c. 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.
- d. Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and provide a copy of the same to BHEL.
- e. Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.

39. REMOTE TRANSACTIONS: -

The Contractor shall agree to and comply with all such terms and conditions as BHEL may prescribe from time to time and shall confirm that all transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centers, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication established by BHEL shall constitute legally binding and valid transactions when done. Any transaction pertaining to the Tender from both the parties of business done round the clock irrespective of the office or business hours of the companies, are valid legally and binding on both the parties. This applies to the extent only in such cases where deadline time for transaction is not specifically declared by either or both the parties to the business. In case Letter of Intent (LOI) is issued through email, the PC generated time and date of mail shall be construed as the official time and date of release of LOI. In as much as this date is within the last date of validity given by the bidder the LOI is said to have been issued within the validity period and shall be binding on both the parties to the business.

40. CHANGE IN CONSTITUTION OF FIRM:

Changes in constitution of firm whenever it is made after submission of application or during currency of the Contract, the existing firm has to duly inform the proposed changes to Contracting department of BHEL at the appropriate time before the changes in the constitution are made. In case the absence of any such information BHEL is not responsible for the consequences arising out of the absence or suppression of information and the issue / dispute arising out of these changes and the firm is responsible for settling the issue or dispute among themselves (Partners etc.) or with the bankers or with any third party. Under the above circumstances when dispute arises and the firm does not inform the change in the constitution of the firm BHEL has the right for suspending or terminating the Contract.

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41. Common Terms and Conditions for Works Contract relevant to Safety:

Following points shall be ensured for the safety of contract employees:

I. Identity and Entry:

1. The contractors to give identity card to their employees with full details like employee name, company name, age, blood group, contact person with phone no. etc.
2. The contractor shall not engage in connection with the work any person who has not completed 18 years of age or has completed 60 years of age."
3. HR/ Welfare will issue passes to the trained employees only.
4. Welfare section shall arrange for necessary infrastructure (biometric entry) for enrolment of new contract workers. Biometric entry system will be made available in North Gate and Unit 2 initially.
5. The data of daily entry of contract workers through biometric will be made available online to the contract awarding departments HR/Welfare.

II. Training:

1. Safety, first aid and firefighting training to be given to two responsible persons in each contract and they should take care of their groups on day to day working.
2. This shall be done within a period of 2 weeks after awarding of fresh contract.
3. For ongoing contracts, the contractors have to identify the persons to be trained within a period of 2 weeks.
4. Driving/operation of Crane/jumbo/Fork lift etc. are to be done only by authorized persons.

III. Dress Code:

1. Male employees should enter gates only with Safety shoes, Pants-Shirts, (Dothi, Lungi not permitted).
2. Female employees should enter gates only with Safety shoes. Loose dress must be avoided. (A shirt over saree / chudithar is a must).
3. Normal shoes are acceptable for office area work only.
4. Employees working in canteens can wear sandex.
5. Welfare will finalize and indicate a color coding to be provided in the dresses used by contract employees for uniformity and easy identification of the contract workers. Such colour shall be distinct from the colour of BHEL employees uniform.

IV. Procedures:

1. Smoking, audio-playing (mobile phone, iPod, inbuilt music systems etc. in the vehicles.) are banned within the factory premises.
2. Moving to unrelated areas must be strictly avoided by the contract employees entering to the other areas only with knowledge of concerned department.
3. Procedure (SOP) given from user departments are to be adopted for all operations and maintenance – e.g. tank cleaning, FT plant maintenance, Sewage maintenance, Oxidation pond maintenance, operation of substation, transformer maintenance etc. User departments agreed to generate procedures incase if not available already (Snake catching, Monkey catching, Honey comb removal etc.).
4. Adequate precautions to be taken while waste removal like paint sludge removal, chromic sludge removal, phenol and tar removal by contract employees.
5. The contractor should clearly inform the hazards involved to the employees MSDS to be displayed.
6. The contract employees involved in tank cleaning, ET plant maintenance, Oxidation pond maintenance should know swimming and strict monitoring should be ensured.
7. Line clearance (LOTO) procedure to be followed during bulb changing, electrical substation maintenance, ay, maintenance, furnace instrumentation etc.
8. Work permits to be obtained for jobs like work at height, excavation, blasting, hot work, pipe line work, roof light maintenance, work at confined space like cellar.
9. Users agreed to initiate the permits for all the works mentioned in the table given below to safety Management for clearance.
10. Specified Speed limit 20 kmph to be followed by all the vehicles entered in factory premises.

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11. Procedure given by user departments for spray painting, brush painting and dip painting should be followed. Paint sludge removal, empty tin removals etc. are to be periodically carried out and sent to disposal stores.

Work Permit Instructions: -

1	Work at height	Only experienced and qualified persons shall be allowed to carry out the work at height. Physically fit without any vertigo problem. Wear safety belt and use life line, Net etc.
2	Confined space work, cellars, furnace ducts	Oxygen level to be checked before work, proper breathing apparatus to be used. Only experienced people shall be allowed to carry out the work at cellars/confined space.

Equipment's:

1. All the equipment used by the contractors are to be in good condition with all safety provisions and to be checked and certified by the department officials.
2. Electrical supply to be taken through the M&S department. Unauthorized connections taken any will be viewed seriously.
3. Welding machines are to be used with proper earth connection. Cables should be in good condition. Insulation to be checked regularly and maintained.
4. Qualified electricians are only to be used for giving connections.
5. Good quality Electrical equipment and tools are to be used with valid certificates. These certificates must be shown on demand.
6. For portable electrical equipment supply to be taken using plugs points.
7. Wires / cables extension box should be in good condition.
8. Proper earthing should be maintained.
9. Mobile Crane, Fork lift, Trailers; JCB etc. should be in good condition with specified capacity and should not cause any untoward incident while in use.
10. Fitness Certificate issued by competent person approved by Govt. authorities, insurance and emission certificate etc. should be in possession and should be shown on demand.

V. Welfare:

1. The contractors are directed to generate PF number and ensure PF contribution remittance for all contract workmen engaged by them.
2. Bio-Metric Entry for Contract Workmen Contractors have been directed to cover all the contract workmen engaged by them through Bin-Metric Entry System.

VI. Violations:

The following will be treated as serious violations and appropriate actions are to be Initiated by the users:

1. Employing people whose age is below 18 years.
2. Not wearing safety shoes or normal shoes (Contract employees will not be permitted after the security gates).
3. Not wearing FTEs.
4. Working without proper work permit.
5. Possession of mobile phones other than taxi drivers.
6. Using mobile phones while driving.
7. Unauthorized electrical connections.
8. Driving/operation of Crane/jumbo/Fork lift etc. by unauthorized persons.
9. Unauthorized operation/driving of Lorries, mobile cranes etc.
10. Smoking, alcohol, audio-playing etc.
11. Moving to unconnected areas.

Any willful act that creates unsafe conditions.

It will be the responsibility of the Contractor to ensure that the contractor himself, labour engaged for the

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work, are required to possess valid necessary license for execution of work from statutory authorities, renewal of the same periodically, during the occurrence of the contract and scrupulously adhere to the prevailing safety regulations, safety precautions and measures. BHEL will not be responsible for the lapses, shortcomings arising out of such deviations and the contractor will be responsible for any such eventualities and liabilities if any.

42. Compensation Clause:

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

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

43. PF & ESI Clause:

- I. The Contractor shall be solely responsible to comply with the payment of applicable minimum wages, PF, ESI and other statutory payments in respect of his employees engaged in BHEL for carrying out the required services. In case of any default in making the statutory payment, the Contractor shall be responsible to settle the dues along with penalties and damages, if any levied by the appropriate authority under the Act. The contractor has to pay the previous months applicable ESI & PF amount in the respective employee account before 20th of every month.
- II. The Contractor shall indemnify BHEL against all claims and loss if any caused under various labour laws, Civil or criminal law in connection with the employees deployed by him.
- III. The entry/exit of the employees engaged by the contractor are regulated through Security Department by issuing entry pass. For obtaining the same, the contractor should submit the required application form to the Security Department along with copy of Identity Card of the employee, ESI card / ESI Membership details of employee. ESI is exempted if wages are above Rs.21,000/- per month. Those employees drawing wages above Rs.21,000/- should produce copy of pay slip (or) a salary certificate from the company for availing ESI exemption.
- IV. In the event of Contractor engaging any labourer other than his permanent employee for the purpose of providing the required services to BHEL, the Contractor should obtain clearance from HR-Contract Cell by submitting copy of proof of payment of statutory payments i.e., applicable Minimum Wages notified by State Government from time to time along with PF, ESI, Wage and Attendance Register.

44. Final Bill:

As soon as possible after the completion of the work to the satisfaction of the Engineer-in-charge, the contractor shall forward a certified final account on BHEL form, in duplicate. It shall be accompanied by all abstracts, vouchers etc., in support thereof and shall be prepared in the manner prescribed by the Engineer-in-charge. No claims will be entertained after the receipt of the final bill. The Contractor shall be entitled to be paid the final sum less the value of payments already made on account subject to certification of the final bill by the Engineer-in-charge. Any sums due from the contractor on account of Tools & Plant, Stores or any other items provided by BHEL not yet recovered from the contractor shall be deducted from the final sum aforesaid. No charge shall be allowed to the Contractor on account of the preparation of the final bill.

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45. Conflict of interest among Bidders/ Agents.

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

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

46. INCIDENT MANAGEMENT POLICY ON GEM / GROUNDS FOR ADMINISTRATIVE ACTION:

As per GeM GTC

No deviation and Declaration to be given by vendor in vendor's letter head

Name of work:

Enquiry no.....

We, the vendor, do hereby declare that we do not have any deviations to the tender terms and conditions as per

- 1. Technical Bid-Qualifying Criteria-Price bid**
- 2. Scope of Work & Special/Technical Terms and Conditions**
- 3. General terms & Conditions of Contract**

We have gone through all the tender terms and conditions; we have noted down the job content & site conditions. We have quoted our offer for all items by taking care of unit of measurement given in the Bill of quantities against individual items. In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null & void. We assure that no tampering was done to any part of tender document by us and if otherwise will lead to rejection of our bid. We confirm to have submitted our offer strictly in accordance with tender instructions.

We also hereby confirm the following points with ref to the above works, if ordered on us:

1. We do hereby confirm that we will pay (i) at least the minimum wages (minimum basic wages + minimum DA) to all the persons engaged (Un Skilled / Semi-Skilled / Skilled /Supervisor category) by us in the above contract as per the Tamilnadu Government Minimum Wages Act - 1948 & also as per any revisions made by the State Govt. from time to time and (ii) Bonus as per the Bonus Act-1965 along with Wage.
2. ESI, PF & Bonus (both Employer and Employee contributions) amounts are to be remitted for total wages to be paid as mentioned in (i) & (ii) of point 1 and challans to be produced along with invoices for all the respective persons engaged in the above contract.
3. The quoted amount in this tender will remain firm throughout the entire Contract period and no extra payment against service charges will be claimed from BHEL under any circumstances from our end.
4. We, the contractor, will disburse the salary/wages to all the persons engaged in the contract ONLY through nationalized banking channel in their respective accounts & the relevant Bank statement / proof for Bank payment will also be produced along with PF and ESI challans to the Welfare Section every month for processing our invoices for payment.
5. We will pay the previous month salary in full to our employees before 7th of every month and will not adjust any advance/ loan / repayment due by the employee to us.
6. All the payments to the persons engaged in the contract will be paid ONLY through nationalized bank. No other mode of payment (hand payment / account transfer as advance payment or any other) is acceptable as salary.
7. In case we fail to pay the minimum wages to all the persons engaged in the contract which includes Minimum wages with ESI and PF (both Employee and Employer contributions) for every month including Bonus, BHEL has the right to recover from the outstanding payments to us either under this Contract or in any other Contract(s) or from Security Deposit or from both. In case this amount is insufficient for such recoveries, we shall make good the balance amount by actual payment. In addition, BHEL, Trichy may recover the said amounts through other running contracts from BHEL's sister units.
8. We also confirm to all the Terms & Conditions as per your above referred Enquiry & as per our offer submitted against the same.
9. We also declare that, we have not been suspended or black listed or issued with Show Cause Notice by BHEL Trichy-14 or any other BHEL Unit or any PSU/ Government organization.
10. We will obtain and submit Labour License (As applicable) within 30 days from award of work.
11. I/ We confirm that other than us, none of our group concerns or affiliates etc. are participating in the tender either directly or indirectly through any other agency under same proprietor / common director(s) / common partner(s).

EMD PAYMENT VIDE E-COLLECT

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

STEP BY STEP PROCEDURE:

Login to <https://www.onlinesbi.com>

1. Select State Bank Collect available on the top (pre login page)
2. Accept the terms and conditions and click "PROCEED"
3. Select State "TAMILNADU "and Institution type "INDUSTRY ".
4. Select "BHEL TRICHY under "INDUSTRY".
5. In the next page, Select APPROPRIATE category, fill details correctly & click "SUBMIT".
6. If all details entered are correctly populated, click "CONFIRM "to proceed.
7. Make payment as per your convenience. (Options available are payment of fees through SBI Net Banking, State Bank ATM cum Debit Cards / Other Bank Debit / Credit Cards and through SBI Branches).
8. SAVE & Keep the copy of receipt for future reference.

HOW TO TAKE RECEIPT FOR A PAYMENT MADE, EVEN ON A LATER DATE: (PLEASE CHECK THE STATUS BEFORE MAKING PAYMENT SECOND TIME)

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

1. In the next page, take print out of receipt.

NAME OF WORK: OUTSOURCING OF CATERING AND HOUSEKEEPING SERVICES FOR KAILAS & ROCKFORT HOUSES AT BHEL TRICHY AND TRANSIT FLAT AT CHENNAI FOR TWO YEARS.

Enquiry No: 9472300004/ 12.01.2023

ANNEXURE-A3

The tender must be signed digitally / physically by Proprietor/ Managing Partner/ Director of the Firm. If any other person is authorized to sign the tender, this copy of Power of Attorney must accompany the tender.

POWER OF ATTORNEY

(To be typed on company's letter head)

I/We do hereby make, nominate, constitute and appoint Mr, whose signature given below herewith to be true and lawful Attorney of M/s hereinafter called 'Company', for submitting Tender and inter alia, sign, execute all papers and to do necessary lawful acts on behalf of our Company with M/s Bharat Heavy Electricals Ltd, HPBP, TRICHY-620 014, in connection with (Name of work)

.....
vide Tender Enq No: _____, dated _____. And the Company do hereby agree to ratify and confirm all acts, deeds, things or proceedings as may be lawfully done by the said attorney and by or on behalf of the company and in the name of the company, by virtue of the powers conferred herein and the same shall be binding on the company and shall have full force and effect.

Director/CMD/Partner/Proprietor

Signature of Mr.....(Attorney)

Attested by: Director/CMD/Partner/Proprietor

Illustration for arriving the rates for individual items of BoQ by BHEL for the total amount quoted by the vendor

Contractor shall only quote the total amount for the work and not the individual rates for every item of BoQ. The amount quoted shall include all taxes except Goods & service tax. Applicable Goods & service tax would be paid extra.

The rates for the individual items of BoQ would be arrived by BHEL as follows: -

In this illustration, assume there are 2 items in the BoQ and the respective quantity and Percentage allocation is specified as below.

Item	Quantity	Unit	% allocated
1	500	Each	60%
2	400	Each	40%

If the total amount quoted by a vendor is 1,00,000/- (One lakh) for the entire package,

Then,

Rate per unit for Item 1 would be arrived as = $(₹1,00,000 \times 60\%) / 500 = ₹120.00/-$

In the same manner, the rate per unit, for item 2 would be arrived as follows,

Rate per unit for Item 2 = $(1,00,000 \times 40\%) / 400 = ₹100.00/-$

The rates will be rounded off to nearest two decimal places only, so as to match the total amount or closest to the total amount, quoted by the vendor. Rates so arrived by BHEL shall be final and binding on the contractor.

NAME OF WORK: OUTSOURCING OF CATERING AND HOUSEKEEPING SERVICES FOR KAILAS & ROCKFORT HOUSES AT BHEL TRICHY AND TRANSIT FLAT AT CHENNAI FOR TWO YEARS.

Enquiry No: 9472300004/ 12.01.2023

ANNEXURE-A5

(TO BE SUBMITTED ON BIDDER'S LETTER HEAD)

Self-Declaration

Enquiry No.	
Enquiry Date	

In line with Government public procurement order Number P-45021/2/2017-B.E-II dated 15.06.2017, and further modified order dt. 28.05.2018 & 04.06.2020.

I / We hereby declare that I / We are a "Local Supplier" meeting the requirement of minimum local content (.....%) defined in the above government notification for the goods/Services against above mentioned enquiry Number.

Details of location at which local value addition/ Service will be made is as follows:

Address	
District	
State	
Country	
PIN Code	

We also understand that the false declarations will be considered as breach of Integrity and liable for action.

For Company Name:

Seal:

Signature:

Date:

Place:

(Please fill all the yellow color field)

NAME OF WORK: OUTSOURCING OF CATERING AND HOUSEKEEPING SERVICES FOR KAILAS & ROCKFORT HOUSES AT BHEL TRICHY AND TRANSIT FLAT AT CHENNAI FOR TWO YEARS.

Enquiry No: 9472300004/ 12.01.2023

PART-II (PRICE BID)
(BILL OF QUANTITIES)

(No value/rate shall be quoted here. Quote based on this BOQ should be given only in Gem portal portal)

SCHEDULE 1 :- Kailas and Rockfort Houses at BHEL Tiruchirappalli

SL No	Description	UOM	QTY	% Applicable GST	% Allocation	Total value including GST
1	GUESTHOUSE HOUSEKEEPING / MAINTENANCE SERVICES					BIDDER SHOULD QUOTE ONLY LUMP SUM AMOUNT (including GST) FOR FULL TENTATIVE QUANTITY
1.1	Service Charge	MON	24	12%	67.370 %	
2	ESTABLISHMENT SERVICES					
2.1	Housekeeping Consumables	MON	24	18%	1.327%	
2.2	Guest Amenities	MON	24	18%	5.877%	
2.3	House Linen Laundry Services	MON	24	18%	17.501%	
3	FOOD SERVICES					
3.1	Veg Breakfast	NO	17,000	5%	2.952%	
3.2	Packed Breakfast / Tiffin	NO	100	5%	0.012%	
3.3	Veg lunch/Dinner	NO	22,500	5%	5.582%	
3.4	Packed Veg Lunch / Dinner	NO	100	5%	0.015%	
3.5	Continental Lunch / Dinner	NO	450	5%	0.134%	
3.6	Tea / Coffee / Milk(180ml)	NO	15,500	5%	0.615%	
3.7	Non-Veg side Dish	NO	2,100	5%	0.417%	
3.8	Fresh Fruit Juice (180ml)	NO	150	5%	0.007%	
3.9	Cornflakes with milk& sugar	NO	300	5%	0.015%	
3.10	2 Eggs Omlette / Scrambled	NO	2,650	5%	0.131%	

NAME OF WORK: OUTSOURCING OF CATERING AND HOUSEKEEPING SERVICES FOR KAILAS & ROCKFORT HOUSES AT BHEL TRICHY AND TRANSIT FLAT AT CHENNAI FOR TWO YEARS.

Enquiry No: 9472300004/ 12.01.2023

3.11	2 Bread Slices with Butter & Jam	NO	250	5%	0.007%
3.12	Pot Tea or Coffee / Pot Milk(2 Cups)	NO	100	5%	0.006%
3.13	Fruit Salad (50gm)	NO	350	5%	0.017%
3.14	Sweet(40gm)	NO	150	5%	0.007%
3.15	Vada / Bonda / Snack(25gm)	NO	200	5%	0.008%

SCHEDULE 2 :- BHEL Transit Flat at Chennai

SL No	Description	UOM	QTY	% Applicable GST	% Allocation	Total value Including GST
1	TRANSIT FLAT HOUSEKEEPINH / MAINTENANCE SERVICES					BIDDER SHOULD QUOTE ONLY LUMP SUM AMOUNT (including GST) FOR FULL TENTATIVE QUANTITY
1.1	Service Charge	MON	24	12%	72.322	
2	ESTABLISHMENT SERVICES					
2.1	Housekeeping Consumables	MON	24	18%	1.165	
2.2	Guest Amenities	MON	24	18%	4.554	
2.3	House Linen Laundry Services	MON	24	18%	11.997	
3	FOOD SERVICES					
3.1	Veg Breakfast	NO	9,000	5%	4.525	
3.2	Packed Breakfast / Tiffin	NO	50	5%	0.018	
3.3	Veg lunch/Dinner	NO	6,000	5%	4.310	
3.4	Packed Veg Lunch / Dinner	NO	50	5%	0.022	
3.5	Tea / Coffee / Milk(180ml)	NO	9,000	5%	1.035	
3.6	Fresh Fruit Juice (180ml)	NO	50	5%	0.007	
3.7	Cornflakes with milk& sugar	NO	50	5%	0.007	

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3.8	2 Eggs Omlette / Scrambled	NO	50	5%	0.007
3.9	2 Bread Slices with Butter & Jam	NO	50	5%	0.004
3.10	Pot Tea or Coffee / Pot Milk(2 Cups)	NO	50	5%	0.008
3.11	Fruit Salad (50gm)	NO	50	5%	0.007
3.12	Sweet(40gm)	NO	50	5%	0.007
3.13	Vada / Bonda / Snack(25gm)	NO	100	5%	0.012

Note: Do not write any amount/ values here.) Quote should be given only online in Gem Portal).

GRAND TOTAL i.e. Total lumpsum value for the work, for all the items based on this BOQ, given for the total contract duration of **24 months**, including all the taxes (inclusive of applicable Goods & Service Tax, should be given only in **GeM portal**.

Refer **Annexure-A4**, illustration for rates to be arrived by BHEL.

Note:

1. Total lumpsum amount quoted by vendor online, is for all the items in BOQ, for the quantity indicated, for the total contract duration as per tender.
2. **Different GST % is applicable for various services, accordingly bidder has to calculate the total rate inclusive of GST % and quote the total lumpsum value in the respective schedule.**
3. The amount should be quoted inclusive of all taxes and duties levied or to be levied both by Central and State Government authorities from time to time, with applicable GST. Applicable GST% shall be indicated, separately as required in tender. Goods & Service Tax (GST) will be paid extra on production of documentary evidence.
4. The contractor shall quote only the lowest possible amount that can be offered for the intended quantity. Rate for individual items of BOQ will then be arrived by BHEL, as per Annexure-A4 in Technical bid. Quotation should be valid for a period of 120 days from the date of Technical bid opening.
5. The amount quoted shall remain firm and valid during the entire period of contract (including extended period if any) and no extra payment will be reimbursed to the contractor by BHEL.
6. The tenderer by participating in this tender, hereby confirms they had read and accepted all the Terms and Conditions in Tender Schedule, also amount quoted with inclusive of any taxes and duties levied with Goods & Service Tax (GST) etc. has been considered by the tenderer for the total contract period.
7. No other pre conditions along with your offer will be entertained by BHEL.
8. The contractor while quoting shall take care of units specified against every item in bill of quantities.
9. If non-MSE vendor is L1, participating MSE quoting price within price band of L1+15% shall be counter-offered L1 rate(s). If the MSE vendor(s) accepts the counter-offered L1 rate(s), then as the contract cannot be split, the full/ complete supply of total tendered value shall be awarded to MSE.

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FORMAT-1

INTEGRITY PACT

Between

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Siri Fort, New Delhi - 110049 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

and

_____, (description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

Preamble

The Principal intends to award, under laid-down organizational procedures, contract's for 'OUTSOURCING OF CATERING AND HOUSEKEEPING SERVICES FOR KAILAS & ROCKFORT HOUSES AT BHEL TRICHY AND TRANSIT FLAT AT CHENNAI FOR TWO YEARS'.

The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s)

In order to achieve these goals, the Principal will appoint Independent External Monitor(s), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the Principal

1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

1.1.3 The Principal will exclude from the process all known prejudiced persons.

NAME OF WORK: OUTSOURCING OF CATERING AND HOUSEKEEPING SERVICES FOR KAILAS & ROCKFORT HOUSES AT BHEL TRICHY AND TRANSIT FLAT AT CHENNAI FOR TWO YEARS.

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1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions:

Section 2 - Commitments of the Bidder(s)/ Contractor(s)

2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) 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.

2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and will await their decision in the matter.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

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Section 4 - Compensation for Damages

4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/ Bid Security.

4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher.

Section 5 - Previous Transgression

5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 - Equal treatment of all Bidders/ Contractors / Sub-contractors

6.1 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors. In case of sub-contracting, the Principal contractor shall be responsible for the adoption of IP by his sub-contractors and shall continue to remain responsible for any default by his sub-contractors.

6.2 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

Section 7 - Criminal Charges against violating Bidders! Contractors /Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 - Independent External Monitor(s)

8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.

NAME OF WORK: OUTSOURCING OF CATERING AND HOUSEKEEPING SERVICES FOR KAILAS & ROCKFORT HOUSES AT BHEL TRICHY AND TRANSIT FLAT AT CHENNAI FOR TWO YEARS.

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8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s) / Contractor(s). The Bidder(s) / Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)! Contractor(s) / Sub-contractor(s) with confidentiality in line with Non- disclosure agreement.

8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

8.5 The role of IEMs is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.

8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter should be examined by the full panel of IEMs jointly as far as possible, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.

8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to CMD, BHEL, at the earliest. They may also send their report directly to the CVO and the Commission, in case of suspicion of serious irregularities requiring legal/ administrative action. IEMs will tender their advice on the complaints within 10 days as far as possible.

8.8 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.

8.9 IEM should examine the process integrity; they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the organization should be looked into by the CVO of the concerned organization.

8.10 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code! Prevention of Corruption Act, and the CMD. BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.11 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.

8.12 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

9.1 This Pact shall be operative from the date IP is signed by both the parties till the final completion of contract for successful bidder and for all other bidders 6 months after the contract has been awarded. Issues like warranty / guarantee etc. should be outside the purview of IEMs.

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9.2 If any claim is made/ lodged during currency of IP, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 - Other Provisions

10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.

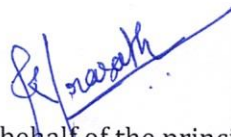
10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

10.5 Only those bidders / contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

For & On behalf of the principal


K. PRASATH

Engineer

Works Contracts Management
BHEL, TRICHY - 620 014.

For & On behalf of the Bidder/Contractor

(Office Seal)

Place: Trichy

Date: 12.01.2023

Witness: (Name & Address)


Dy. Engineer
Works Contracts Management
BHEL, TRICHY - 620 014.

Witness: (Name & Address)

TECHNICAL BID FORM (PART-I)				
Ref : Enquiry No. - 9472300004/ 12.01.2023 GeM Bid Number: GEM/2022/B/2911032/ 13.01.2023 Name of Work: OUTSOURCING OF CATERING AND HOUSEKEEPING SERVICES FOR KAILAS & ROCKFORT HOUSES AT BHEL TRICHY AND TRANSIT FLAT AT CHENNAI FOR TWO YEARS.				
Note: All relevant details should be filled by bidder and the same documents to be uploaded in GeM portal. Ref tender document for details.				
Sl. No.	DESCRIPTION	RESPONSE	ATTACHMENT IN ONLINE PORTAL	APPLICABILITY
1	Name of the Enterprise/ Company/ Firm			
2	BHEL VENDOR CODE (IF ANY)			
3	In case of bid submitted by partnership firm, PAN of all partners to be uploaded. (Copy to be uploaded in GeM portal)		ATTACH	IF APPLICABLE
4	Address of the Firm/ Company			
5	Landline/Mobile number(s)			
6	E-mail Address			
7	Name, Designation and Contact details of person signing the Tender (In case of authorized signatory, the copy of Power of Attorney (POA) should be uploaded as per Tender document)		ATTACH	IF APPLICABLE
8	CONTACT PHONE			
9	ESI Registration No. (Copy to be uploaded)		ATTACH	IF AVAILABLE
10	PF Registration No. (if any)		ATTACH	IF AVAILABLE
11	Labour License Registration No. (If any)		ATTACH	IF AVAILABLE
12	Qualifying Criteria:			
A	Proof of Status of Enterprise/ Company/ Firm : - AS APPLICABLE ●Propreitorship:- PAN/GST registration ●Partnership:- Registered Partnership Deed, PAN Copy of the firm. Also, PAN copy of all partners be furnished), ●Pvt Ltd./Public Ltd./Public sector/Govt Orgn.:- Certificate of Registration/Memorandum of Association & Articles of Association)] (Copy to be uploaded in EPS portal)		MANDATORY	
B	SCHEDULES OPTED BY BIDDER, (BIDDERS SHALL EXERCISE THEIR CHOICE ONLINE IN GeM PORTAL AND FURNISH REQUISITE EMD - BHEL DECISION IN THIS REGARD SHALL BE FINAL)	Write QUOTED / NOT QUOTED (TO BE CONFIRMED BY BIDDER)		EMD Amount (Rs.)
	SCHEDULE-1: OUTSOURCING OF CATERING AND HOUSEKEEPING SERVICES FOR ROCKFORT & KAILAS GUEST HOUSE AT TRICHY FOR TWO YEARS			
	SCHEDULE-2: OUTSOURCING OF CATERING AND HOUSEKEEPING SERVICES FOR BHEL TRANSIT FLAT AT CHENNAI FOR TWO YEARS			
	TOTAL EMD to be furnished as per choice opted by bidder			
	EMD Amount ₹4,07,130 /- for SCHEDULE-1 & ₹1,39,900/- for SCHEDULE-2 as per Tender document or Submit valid UDYAM registration certificate.		MANDATORY	
C.	FINANCIAL SOUNDNESS: Income tax return acknowledgement (ITR), Balance sheet and Profit & Loss statement certified by Chartered accountant (with Membership No.) should be submitted for any 3 consecutive financial years of FY 2017-18, 2018-19, 2019-20, 2020-21 and 2021-22; For qualifying, Average annual financial turnover for respective schedules, refer Tender Document.		MANDATORY	
D	PROOF OF EXPERIENCE: Relevant Work experience as per Tender (Copy to be uploaded in GeM portal) maximum 3 works		MANDATORY	
E	If non-MSE vendor is L1, participating MSE quoting price within price band of L1+15% shall be counter-offered L1 rate(s). If the MSE vendor(s) accepts the counter-offered L1 rate(s), then as the contract cannot be split, the full/ complete supply of total tendered value shall be awarded to MSE. (To be agreed by bidder)		MANDATORY	
F	Income Tax Registration (PAN NUMBER) (Copy to be uploaded)		MANDATORY	
G	GST Regn. No. (Copies to be uploaded)		MANDATORY	
H	valid FSSAI food business License/ registration (Documentary evidence to be uploaded)		MANDATORY	

TECHNICAL BID FORM (PART-I)				
Ref : Enquiry No. - 9472300004/ 12.01.2023 GeM Bid Number: GEM/2022/B/2911032/ 13.01.2023 Name of Work: OUTSOURCING OF CATERING AND HOUSEKEEPING SERVICES FOR KAILAS & ROCKFORT HOUSES AT BHEL TRICHY AND TRANSIT FLAT AT CHENNAI FOR TWO YEARS.				
Note: All relevant details should be filled by bidder and the same documents to be uploaded in GeM portal. Ref tender document for details.				
Sl. No.	DESCRIPTION	RESPONSE	ATTACHMENT IN ONLINE PORTAL	APPLICABILITY
I	Acceptance to Scope of work and General Terms and conditions of Contract. Digitally/ Physically Signed copy of Tender document to be uploaded. Local Content Self Declaration on bidder's Letter head (As per Annexure-A5 to be uploaded)		MANDATORY	
J	No deviation & Declaration certificate (Copy to be uploaded as per Annexure-A1 on bidder letter head only)		MANDATORY	
K	Integrity pact (copy to be uploaded as per the FORMAT -1 in tender docu to be duly signed and sealed with witness)		MANDATORY	
L	Vendor shall have registered office / branch office in tamil Nadu (Douementry evidence to be uploaded)		MANDATORY	
M	Bidders have to mandatorily visit Guest house and / or Transit flat, as applicable, before quoting and submit site visit certificate (Annexure-D). Offer submitted without site visit certificate will be summarily rejected.		MANDATORY	
13	NEFT BANK FORMAT (If applicable)		ATTACH	IF APPLICABLE
14	DISCLAIMER CLAUSE: Neither the Organization (Bharat Heavy Electricals Ltd.) nor the service provider (M/s. GeM.) is responsible for any failure of submission of bids due to failure of internet or other connectivity problems or reasons thereof. (To be agreed by bidder)			
15	Offer should be submitted as TWO part bids (Techno-commercial bid + Price bid) in the GeM portal. Sufficient notice would be given by BHEL for corrigendum / extensions and it will be published in following websites, https://gem.gov.in/ , http://bhel.com , http://eprocure.gov.in After the scrutiny of techno-commercial bids, the price bids of only techno-commercially qualified offers will be opened with prior intimation. (To be agreed by bidder)			
16	Either Principal or authorized agent shall register their Digital Signature Certificate (DSC) (Class 3- signing & encryption). Bidders are advised to go through the FAQ available in the GeM portal. DSC shall be registered for the authorized person and all transactions done using that DSC against tenders shall be taken as valid communication and shall be binding on principal/agent and is valid legally. (Kindly intimate the authorized person name, email for registering DSC with BHEL to participate in GeM-tenders). (To be agreed by bidder)			
17	Declaration for website downloaded and non-tampering of tender document: I/We hereby declare that I/We have downloaded the Tender Document from the website https://eprocurebhel.co.in and I/We have not tampered the tender document. In case at any stage, if it is found that the information given above is false or incorrect, BHEL shall have the absolute right to take any action as deemed fit without any prior intimation. (To be agreed by bidder)			
18	I / We confirm that none of its group concern or affiliates etc., appears on the list of banned firms/ companies by BHEL (list available on www.bhel.com) nor any of the Director / Partner / proprietor of bidder / such group concern or affiliate etc. are involved with such company. (To be agreed by bidder)			