



भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited

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

Tender No. AA:GAX:17:CL:101
Dated: 30.08.2017

Submission of tender enquiry on **08.09.2017 by 10:30AM**
Due date for opening of bid on **08.09.2017 at 11:00AM**

Subject: Tender for job contract of (a) Pantry & Lunch Canteen Services at BHEL House, Siri Fort, New Delhi; and (b) Housekeeping & Catering Services at Transit Flat, Asian Games Village Complex (AGVC), Siri Fort, New Delhi.

Dear Sir(s),

We are pleased to invite your tenders, in the sealed covers for the subject work. BHEL is looking for an Agency/Service Provider/Contractor to handle/provide (a) Pantry & Lunch Canteen Services at BHEL House, Siri Fort, New Delhi; and (b) Housekeeping & Catering Services at Transit Flat, Asian Games Village Complex (AGVC), Siri Fort, New Delhi, as per detailed scope of services mentioned in **Annexure-G1 & G2**. The ideal profile of the Agency/Service Provider/Contractor that we want to engage will have following attributes:

- (i) Should have rich, varied and vast experience of having handled similar services for reputed corporate houses.
- (ii) Should have highly motivated, disciplined, trained and experienced workforce in Pantry, Catering and Canteen services.
- (iii) Should have experienced, educated & trained supervisors of good disposition who can continuously interact and serve the occupants/guests/employees to their satisfaction.

The terms & conditions of the tender are mentioned below:

1. GENERAL TERMS & CONDITIONS:

- 1.01 Tender Enquiry No. & due date must be legibly superscripted on all the envelopes.
- 1.02 Tenders shall be received and opened on the due date and time as mentioned above in the presence of tenderers or their authorized representatives who may like to be present.
- 1.03 Tenders shall be strictly in accordance with the tender specifications.
- 1.04 Offers shall remain valid for 90 days' period from the due date of submission of tenders.
- 1.05 BHEL will not be responsible for the postal delay under any circumstances for non-receipt of Tenders / submission of filled in tender document by due date & time.
- 1.06 Tenders received after due date & time are liable to be rejected.

I/We agree with the above.

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- 1.07 Tender should be submitted along with covering letter of the tenderer and duly signed on each & every page of the tender document, scope of services and price bid etc.
- 1.08 No overwriting / correction in the Price Bid by the bidder shall be allowed. However, if correction is unavoidable, the same must be duly signed by the authorized signatory.
- 1.09 In case any typing error/other clerical errors is noticed by the bidder, in the tender documents, the same must be pointed out and got clarified before submission of offer, or else, BHEL's interpretation shall prevail & shall be binding on the bidder.
- 1.10 **CORRECTION OF ARITHMETIC ERRORS:** Provided that the bid is substantially responsive, BHEL shall correct arithmetical errors on the following basis:
- a. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the BHEL there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.
 - b. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
 - c. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
 - d. If any bidder does not accept the correction of errors, their bids will be disqualified.
- 1.11 Each tenderer, participating in the tender has to deposit EMD of **₹4.71 Lakhs** in the following forms:
- i) Cash deposit as permissible under the extant Income Tax Act (before tender opening);
 - ii) Electronic Fund Transfer credited in BHEL account (before tender opening);
 - iii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer), payable at New Delhi.
- 1.12 EMD by the Tenderer will be forfeited, if:
- i) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
 - ii) The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.
 - iii) EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.

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- 1.13 EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days from award of work.
- 1.14 EMD shall not carry any interest.
- 1.15 Each tender shall be accompanied by separate envelope carrying EMD as mentioned above failing which the tender will be rejected.
- 1.16 The total amount of Security Deposit will be 5% of the contract value. Upon acceptance of tender, the successful tenderer must submit the security deposit in any of the following forms:
- i) Cash (as permissible under the extant Income Tax Act)
 - ii) Local cheque of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
 - iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
 - iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
 - v) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)
- 1.17 The security deposit shall not carry any interest. The security deposit will be refunded after 06 (six) months from the date of completion of the services / agreement after completing the all statutory liabilities in this regard.
- 1.18 EMD of successful tenderer can be converted into security deposit if desired by the bidder and balance amount of security deposit will have to be deposited as per **S. No. 1.16**.
- 1.19 **Micro and Small Enterprises (MSE)**
- Any Bidder falling under MSE category, shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer.

Type under MSE	SC/ST owned	Others
Micro		
Small		

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

- a) MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either Udyog Aadhaar or EM-II certificate having deemed validity (five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM-II certificate along with attested copy of a CA certificate (format enclosed as **Annexure-L**) where deemed

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validity of EM-II certificate of five years has expired applicable for the last audited financial year. Date to be reckoned for determining the deemed validity will be the last date of Bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if the above required documents are not submitted along with offer. If the tender is to be submitted through e-procurement/tendering portal, then the above required documents are to be uploaded on the portal.

- b) MSEs shall be exempted from payment of earnest money at the time of tender submission. However, there is no exemption of security deposit submission.
- c) Participating MSEs quoting price within price band of L1+15 % shall be considered for award of complete scope of work by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE. In case of more than one such MSE, MSE with lowest price shall be given the first option to match the L1 price. However, MSEs owned by the Scheduled Caste or the Scheduled Tribe entrepreneurs shall be given the preference for matching the L1 price irrespective of their standing in comparative statement of MSE bidders within price band of L1+15 %.

1.20 **EVALUTION CRITERIA:** Evaluation of the tender will be done on overall quote basis inclusive of all the charges but excluding GST. Overall L1 bidder will be decided based on **S. No. 7 of Annexure-H2** i.e. Gross Total expenditure in two years (excluding GST). The Bidders will quote for cost of consumable materials & service items as prescribed in the Price-bid format (**Annexure-H2**). In the event of more than one bidder having identical lowest amount in aforesaid S.No.7 i.e. Gross Total expenditure in two years (excluding GST) and there is a tie amongst the bidders, the respective bidders would be asked to submit their revised rates. This process would continue till the distinct L1 rate is arrived.

1.21 Tenderers are requested to go through the scope of services, visit each premises etc. and get fully acquainted with the scope of services required for each premises and get their doubts clarified regarding the above job/services before submitting the offer. Visit shall be made on any working day between 9:00 AM to 05:30 PM with prior intimation. For arranging visit or any other queries, the Tenderer shall contact the under given office/Person:

Contact Person: Meena Thakran, Sr. Engineer (HR-GAX & ISMG)
Contact Address: Corporate Office, BHEL House, Siri Fort, New Delhi
Email: meenat@bhel.in
Phone: 011-66337401
Mobile: 9654396575

1.22 Tenderer shall be deemed to have visited the site and studied the details of job / services to be done in the desired manner and to have acquainted themselves of the conditions prevailing as on date in the respective premises.

1.23 (i) BHEL reserves the right to increase or decrease the quantum of services upto 30% at the same rates and terms and conditions of this contract during the validity of the contract and also ask the contractor to shift the services (partially or fully) from one location to another location of BHEL within Delhi NCR at the same rates and terms & conditions.

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(ii) BHEL also reserve the right to foreclose the services required {(partially or fully) i.e. foreclosure of either of the services i.e. (a) Pantry Services at BHEL House, or (b) Lunch Canteen Services at BHEL House or (c) Housekeeping & Catering Services at Transit Flat, Asian Games Village Complex (AGVC)} by giving 03 months' notice to the contractor.

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

1.25 **STORES & MATERIALS:**

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

1.26 Tenderer must note that any false information / data or any suppression of facts will be disqualifying them even at a later stage also. The contractor will deploy trained and efficient workforce for the above Services. In this connection, the contractor has to maintain a register for their record etc. and made available to BHEL / Statutory authority as & when needed.

1.27 The Contractor will be abiding to execute the work assignments on Job Contract basis strictly in accordance with the terms and conditions of the NIT and the Company in turn also agrees to engage the Contractor accordingly with effect from the date of award.

1.28 BHEL reserves the right to accept or reject any of the bid / all bids with or without deviation or cancel / withdraw the invitation for bid without assigning any reason whatsoever and in such case tenderer shall have no claim arising out of such action by BHEL.

1.29 The successful tenderer will be responsible for the quality of the job and will immediately rectify the deficiency pointed out in the job performed.

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

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

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

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

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

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

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

- 1.31 If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on [www. bhel.com](http://www.bhel.com) and/or under applicable legal provisions.
- 1.32 The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.
- 1.33 No bidder shall be permitted to tender for work in BHEL in which any of their near relatives is an employee connected with the award and execution of the contract. They shall also intimate the names of persons who are working with them in any capacity or subsequently employed by them and who are near relatives of any employee of the BHEL. Any violation of this condition which comes to the Notice of the BHEL after the contract is awarded will entitle the BHEL to treat the contractors as having committed a breach of contract and to exercise all the rights and remedies available to the BHEL on account thereof.
- 1.34 **RISK PURCHASE:** In case the Tenderer on successful award of the Tender refuses to execute the work / part thereof shall pay the complete / excess cost to be incurred for the completion of the Contract.

I/We agree with the above.

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- 1.35 **SUBLETING:** The Contractor shall not sublet, transfer or assign the contract or any part thereof to any other person/company/organization.
- 1.36 **TERMINATION OF CONTRACT ON DEATH:** Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the accepting officer shall have the option of terminating the contract without compensation to the contractor's authorized survivors.
- 1.37 **RECOVERY FROM CONTRACTOR:** Whenever under the contract, any sum of money shall be recoverable from or payable by the contractor, the same may be deducted from any sum then due or which at any time thereafter may become due to the contractor under the contract or under any other contract with BHEL or from his security deposit, or the contractor shall pay the claim on demand without any terms & conditions.
- 1.38 **POST TECHNICAL AUDIT OF WORK & BILLS:** BHEL reserves the right to carry out a post payment audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc. and to enforce recovery of any sums becoming due as a result thereof in the manner provided into the proceeding sub-paragraph provided however, that no such recovery shall be enforced after three years of passing the final bill.
- 1.39 **DELAY IN SERVICES/ LIQUIDATED DAMAGE (L.D):** BHEL reserves the right to impose the LD up to maximum 10% of the contract value. In case of delay in services, LD of ₹100/- per day for delay based on the feedback of the guests in case of transit flats and ₹250/- per day if delay is noticed by BHEL authorized representative. In case of delay (i.e. non-delivery of lunches latest by 13:15 Hrs. on all working days at every seat), BHEL may arrange the lunches at contractor's risk & cost and this delay would attract a penalty additionally as per details mentioned in the table: -

S. No.	Non-Delivery of Lunches latest by	Penalty (% of Day's Cost)
i	13.15 Hrs.	2.5%
ii	13.30 Hrs.	5.0%
iii	13.45 Hrs.	7.5%
iv	14.00 Hrs. & Onwards	10.0%

1.40 **PENALTY CLAUSES:**

- 1.40.1 **INFERIOR QUALITY OF FOOD:** BHEL reserves the right to inspect the quality of cooked food every day prior to its distribution. In case BHEL finds the quality of food as unsatisfactory, the contractor will be penalized a maximum of 10% of the actual payment of that day on pro-rata basis. If any complaint regarding the quality of food is received from the end-user, BHEL would inspect the same, in such cases, the decision of BHEL shall be fixed and binding.
- 1.40.2 **LACK OF HYGIENE:** In the event of any lapse in the standards of hygiene while cooking, distribution of food or any other canteen/pantry services, the contractor would be penalized a maximum of 10% of that Day's cost on pro-rata basis. The standards of hygiene would include personal hygiene and cleanliness of staff, Equipments, trolleys, thalies etc. and the standards would be judged by the BHEL officer-in-charge. The decision of BHEL shall be fixed and binding in such cases.

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- 1.40.3 **MISCONDUCT / MISBEHAVIOR OF THE WORKFORCE** – The contractor shall insure that the workforce deployed by him under the contract shouldn't commit any misconduct/misbehavior {(use of abusive language, chewing of tobacco, smoking/drinking (alcoholic beverages) while on duty, eve-teasing, physical assault of any kind etc.)} in BHEL premises. In case of any misconduct/misbehavior reported then the contractor shall take suitable action including replacement of such workforce within 02 working days. However, depending on the severity of the offence, BHEL may take legal action against such misconduct/misbehavior.
- 1.40.4 The Contractor shall be fully responsible for any damage caused to the property of BHEL by the workforce deployed under the contract at BHEL premises and BHEL will deduct suitable amount from the bills to him or recover the same from the security deposit.
- 1.40.5 **NON-SATISFACTORY PERFORMANCE OF WORKFORCE/ DEFICIENT SERVICES**– The deficiency in the services pointed out by BHEL on the part of any of the workforce deployed by the contractor has to be rectified within 24hr of its reporting. If the same is not rectified at any point of service within 02 working days, then the contractor will be liable for a penalty of ₹1000/- per case /activity /service and same shall be recovered by the BHEL from the monthly bills of the contractor. If such deficiency continues more than 10 days, then BHEL may terminate the contract without any further notice. In such an event the Security Deposit of the contractor shall be liable to be forfeited. Further in the event, BHEL has to arrange its services through alternate arrangement because of aforesaid deficiency in the services by the contractor, the expense incurred by BHEL for such arrangement shall be recovered from the Contractor's pending bills.
- 1.40.6 **NON – COMPLIANCE TO UNIFORM** – If the workforce does not report on duty in proper uniforms as issued to them by the contractor or uniform worn by him is not in distinctive color code and neat & clean conditions, then as a special case, security guard will permit such workforce to enter into work-premise only on request of contractor and same shall not occur more than thrice in a month. In case of re-occurrence of the same, the contractor will be levied penalty of ₹100/per day/per workforce for non-wearing of uniform and ₹50/per day/per workforce for not carrying valid identity card with lanyards.
- 1.40.7 **NON AVAILABILITY OF TOOLS & TACKLES:** The contractor has to provide required tools and tackles etc. including PPE (personal protective Equipments) to accomplish the job/services under the contract and ensure that sufficient stock of necessary tools is always maintained so as to meet normal requirement. In case contractor doesn't provide the necessary tools and tackles etc. within 07 days of intimation, then in that case, BHEL will procure the same from other sources and will levy the penalty of an amount equal to 1.5 times of the cost of procurement and same shall be deducted by the Company from the monthly bill payable to the contractor.
- 1.40.8 Failure to provide services/workforce by the tenderer as per requirement or Unwarranted / Indiscipline of the Labor of the Tenderer at workplace shall attract adverse remarks which may be included in the Completion Certificate and / or attract any legal /administrative action on tenderer or Labor of Tenderer or both, as deemed fit.
- 1.41 All documents submitted by the Tenderer in his tender shall be accompanied with a covering letter giving index interlinking all the documents.

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- 1.42 After/during the scrutiny of technical bids, bidder may be required to attend a meeting for clarifications if any.
- 2.00 **SPECIAL TERMS & CONDITIONS OF TENDER:**
- 2.01 All the consumable materials will be of standard quality as mentioned in the scope of services and that will be verified by officer-in-charge before the use.
- 2.02 Efficiency, promptness, quality of food, quality service, good behaviour and politeness of the workforce are the essence of the contract. The service provider is required to supervise the operations at all working hours and his manager or supervisor shall personally supervise operations in the kitchen and dining area.
- 2.03 The workforce deployed by the contractor shall be hail and healthy and should not be suffering from any communicable diseases. The contractor shall get his employees medically examine on regular interval.
- 2.04 Additional, mandatory insurance cover for all the workforce of the contractor for a sum insured of **₹3.30 Lakhs** for each workforce of the contractor deployed in BHEL premises. **The contractor has to assess the premium of insurance cover for his/her contract period. Bidders shall include the impact of cost of insurance cover in their quote.**
- 2.05 Continuation of the contract shall be based on the performance of the contractor. The following parameters shall inter-alia be considered while evaluating performance timely rendering of services, quality of works/services, compliance with statutory requirements, Safety consciousness, maintaining of workforce in proper uniform bearing logo of the contractor and valid identity card with lanyards issued by the contractor.
- 2.06 The Contractor shall perform the work assignments to the best satisfaction of the Company. In case of continued unsatisfactory performance over a period of time by the Contractor, the Company shall intimate the same in writing to the Contractor; however, if the performance of the contractor does not improve even thereafter, then, the Company shall have the right to terminate the contract at the Contractor's risk and cost, by giving one month's notice. In addition, the Company shall also have the right to forfeit in full, the Security Deposit deposited by the Contractor.
- 2.07 The successful contractor will accept full and exclusive liability for the monthly consolidated wages, PF, ESI, Bonus, Insurance, Uniform etc.; for the personnel deployed by the contractor and other obligation referred under the law now and thereafter imposed by the Government / Local Bodies.
- 2.08 BHEL will have no liability whatsoever concerning the workforce deployed by the contractor for the purpose. The contractor shall keep the Company indemnified against all losses or damages or liability arising out of or imposed in the course of employment of workforce by the contractor.
- 2.09 The contractor will be solely responsible for any unlawful act of their workforce while on duty. In case of theft or loss of Company's property take place due to the negligence or carelessness of workforce, the contractor will be responsible and shall make good of the same.

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- 2.10 If at any time during the period of contract, it is observed by the Company or his authorized representative that the services rendered by the contractor's workforce are not up to the satisfaction of the Company or any terms of the contract are violated and contractor does not respond for improvement of the same. In such situation BHEL reserves the right to terminate the contract with a notice period of one month and may deduct the cost of the above mentioned unsatisfactory work from his bill or for recovery may forfeit the Security Deposit in part or full as the case may be.
- 2.11 In case of any dispute, the decision taken by BHEL Management will be final and binding on the successful contractor. The workforce deployed by the contractor will have no right or claim for the permanent absorption in BHEL. In this connection, the contractor has to submit an affidavit duly signed by the entire workforce deployed at BHEL on a stamp paper of ₹ 100/- duly notarized.
- 2.12 **JURISDICTION** : Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of a suit, any and all actions and proceedings arising out of or relative to the contract (including any arbitration in terms thereof) shall lie only in the court of competent civil jurisdiction in this behalf at Delhi (where this Contract has been signed on behalf of the CONTRACTOR) and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts.
- 2.13 Both the Company and Contractor hereby agree that all differences / disputes/ interpretations arising out of or in connection with this Agreement shall be mutually discussed and settled failing which the same shall be referred to the arbitration of a sole Arbitrator to be appointed by the General Manager (HR) of the Company for a Speaking Award wherein the sole Arbitrator shall give reasons for his Award. The venue of arbitration shall be in New Delhi and the Arbitrator's decision shall be final and binding on both the parties.
- 2.14 The Contractor shall duly comply with all Acts, Laws, or other Statutory rules, regulations, bye-laws applicable or which might be applicable to the National Capital Territory of Delhi with regard to the performance of the work assignments included herein or concerning this Agreement but not limited to Minimum Wages Act-1948, Contract Labour (Regulation & Abolition) Act, 1970, Industrial Dispute Act-1947, Workmen's Compensation Act-1923, Employees' State Insurance Act-1948 (to the extent as may be applicable, if any), Employees' Provident Fund and Misc. Provisions Act, 1952, The Payment of Bonus Act-1965, Food Safety and Standards Act, 2006 and the amendments made thereafter to these Acts/ Laws and from time to time take such steps as may be deemed necessary in this regard. The Contractor shall keep the Company Indemnified against all penalties, claims and liabilities of every kind under or for any violation of such acts, laws or regulations etc. by him or his employees.
- 2.15 The contractor will be exclusively responsible to meet & comply with all legal requirements with respect to the food items prepared & served by him to BHEL, as per the provisions of Food Safety and Standards Act, 2006.
- 2.16 In case, while on duty and during the course of engagement in work premises of the Company under this Agreement, if any of the Contractor's workforce meet (s) with any injury / indisposition due to accident or other natural calamities, the Contractor shall ensure that immediate and adequate medical aid viz., first -aid and subsequent treatment facilities are

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provided to the person(s) concerned free of cost without fail. In addition, the Contractor shall also be liable for meeting with other statutory liabilities like ESI, Insurance etc.

- 2.17 The Contractor shall be responsible for proper maintenance of all registers, records and accounts so far as it relates to compliance of statutory provisions/ obligations.
- 2.18 The Contractor shall be fully responsible for the timely payment of wages, provident fund, bonus or any other benefits payable under the aforesaid Acts, Laws and regulations to the workforce engaged by him at the work premises of the Company. The Company shall not be responsible for these payments or any other liability on this account. The Contractor shall also indemnify and compensate the Company for any liability incurred by the Company, if any, including costs incurred thereon. In that event the nominated officer of the Company shall be entitled to recover the amount so paid, from the contractor, including forfeiture of the Security Deposit; and, if the sum so payable and / the Security Deposit is less than the Company's claim, it shall be lawful for the Company to recover the balance amount as a debt from the Contractor.
- 2.19 The contractor shall comply with all norms stipulated by BHEL such as Gate Passes, Checking, Maintenance of Cleanliness, Discipline & Decency at and around the work site, Safety Precautions and Safety Regulations etc.
- 2.20 The Contractor shall indemnify and compensate the Company, if the Company as Principal Employer under the Contract Labour (Regulation and Abolition) Act, 1970 becomes liable to assume any liability towards the workforce engaged by the contractor. In that event, the provisions relating to recover as provided in relevant clauses of the said Act shall be applicable in Toto.
- 2.21 This Agreement shall be deemed to have become effective from the forenoon of date of award, with respect to all the work premises covered under this Agreement and will remain in force for a period of twenty-four months which can be further extended on the same terms and conditions on the mutual agreement between the Company and the Contractor on satisfactory performance of the Contract as will be decided later. However, this Agreement shall be liable for termination earlier by the Company at any time by giving one month's notice to the Contractor without assigning any reason therefore and without prejudice to the rights of the Company to recover any money becoming due under this Agreement. In such a case, the Contractor shall not be entitled to any compensation thereof. The Contractor can also terminate the contract with one-month notice.
- 2.22 **NATURE OF SERVICES:** The contractor shall perform all the services mentioned in the Scope of Services as detailed in **Annexure-G1 & G2**, on day to day basis. The contractor has to enforce the shift duty & working timing in such a manner that job/services shall be completed efficiently & timely.
- 2.23 Successful Contractor has to deploy the minimum workforce (as emphasized at **Annexure-F**) in the contract at any given day. Contractor has to meet the shortages of leave /absenteeism through leave reserve / buffer workforce (as emphasized at **Annexure-F1**). Any deficiencies of the scope of services, the monthly payment of the Job / services get deducted to the tune of shortages on account of absenteeism after providing buffer workforce.

I/We agree with the above.

Signature of the bidder with Seal

Job / Services of Pantry, Canteen, Catering & Associated Services

Nithesh
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- 2.24 The swipe card system (Biometric Attendance System) wherever applicable or an Attendance Register of the Contractor's workforce shall be maintained by the concerned Supervisor of the Contractor for each work premise separately for physical verification by the Principal Employer & Statutory Authorities.
- 2.25 Due supervision of jobs at the work premises shall be ensured by the contractors work supervisors daily for closely monitoring services under the job contract and each work supervisor shall be equipped with cell phone facility for effective coordination with BHEL. To the extent possible the works supervisors shall be identified for each type of services such as housekeeping, maintenance, messenger services, etc. The major responsibility of the works Supervisors at each BHEL premises would be as under:
- (i) Obtaining instructions from the concerned BHEL Official(s) for carrying out the works pertaining to their areas.
 - (ii) Passing on the work instructions to his team of workforce ensuring completion of work within the stipulated time as instructed above and as per the terms & conditions of the tender document.
 - (iii) To ensure proper conduct and discipline by his team of workforce, while performing their duty at BHEL premises.
 - (iv) To report / intimate any constraint, if so felt, during the execution of designated works by his team of workforce.
- 2.26 BHEL will nominate for each work premise covered under this Agreement, a Representative (hereinafter called "the Company Representative") from among the Executive of the respective Administration Department.
- 2.27 The Contractor shall visit the work premises of the Company covered under this Agreement twice a week minimum during the working hours and meet the company Representative as a matter of routine for maintaining regular contacts and ensuring effective coordination on all related issues of these Agreements.
- 2.24 The contractor will maintain an instruction book at job premises, serially numbered on each page, so that our visiting officers can issue instructions regarding progress and quality of job to the Contractor. The Contractor or the contractor representative will sign in the instruction book in token of receipt of and understanding of such instructions. Action taken on the instructions by the contractor or the contractor representative shall be intimated to Officer-in-Charge or any other authorized representative of BHEL and their comment be recorded in the instruction book.
- 2.25 The Contractor shall be held responsible for any damage / loss to the work premises / or the properties of the Company (i.e. missing or broken fittings, equipment, furniture etc. and loss of such things) caused due to the negligence of his workforce and shall have to replace the same at his own cost. The decision of the officer nominated in this regard by the Company for fact finding shall be final and binding on the Contractor.
- 2.26 The contractor shall hand over a copy of all legal and statutory documents and records to BHEL for fulfilling any future requirement with the statutory authority.

I/We agree with the above.

Signature of the bidder with Seal

Job / Services of Pantry, Canteen, Catering & Associated Services

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- 2.27 The successful contractor shall abide by all the rules / regulations / status imposed by the Govt. or other concerned authorities. The contractor will be responsible for workmen's compensation & other requirements of local Municipalities / Govt. or any other law regulating bodies.
- 2.28 Successful contractor shall have to execute contract agreement on a non-Judicial Stamp Paper of ₹100/- at Delhi.
- 2.29 **LABOUR LICENCE:** The successful contractor shall obtain labour license from appropriate Govt. by taking up the job on contractual basis under contract Labour (Regulation and Abolition Act, 1970) and submit the same to BHEL within 15 days from the date of placement of work order or before submission of first bill to BHEL.
- 2.30 **IDENTITY:** The Contractor shall ensure that the work force/supervisors engaged by him must wear & display these cards prominently on their uniform during their duty period (as the same duly endorsed by the Company). Each work force shall also wear his name badge (to be issued by the contractor) while on duty. All the personnel so deployed will follow strictly the security regulations of the BHEL, in vogue from time to time.
- 2.31 **CHARACTER VERIFICATION AND ANTECEDENCE:** The contractor should get the character / antecedence of each and every workforce deployed by them at the job premises, verified by the Police Authorities before engaging and deploying them in our premises. In case the contractor desires to change the workforce deployed by him, due to any reason, the new incumbent should be deployed with the clearance of Officer-in-Charge of BHEL.
- 2.32 **PROVIDENT FUND:** The successful bidder shall strictly comply with the provision of Employees Provident Funds Act. The contractor shall deposit Employees and Employer Contributions in the designated account with the designated authority every month. The contractor shall furnish along with each running bill, the separate Challan/receipt for the deposit of provident fund made to RPFC for the preceding month(s) with detailed calculation sheet of all the work force deployed at BHEL premises only which will be used for tallying / verification that proper PF deposit has been made. All workforce must possess with UAN (Universal Account Number) so that they can view their balance/deposit online at EPFO website and can avail other benefits too.
- 2.33 **ESI:** The contractor shall strictly comply with the provision of Employees State Insurance Act. Contractor shall issue Latest digital ESI card to all the work force immediately after taking in to their employment. No workforce shall be deployed without the issuance of ESI Card under the contract. The contractor shall deposit Employees and Employer Contributions in the designated account with the designated authority every month. The contractor shall furnish along with each running bill, the Challan/receipt for the payment towards ESI for the preceding month(s) with detailed calculation sheet of all the work force deployed at BHEL premises and other than BHEL premises which will be used only for tallying / verification that proper ESI deposit has been made.
- 2.34 **LEAVE / HOLIDAYS / WORKING TIME:** For every workforce deployed in BHEL premises, the contractor will give one day's weekly off for every six continuous working days (8½ Hrs. working with half an hour lunch break). The Contractor's workforce shall be entitled for leave in each calendar year as admissible under Section 22 of the Delhi Shops and Establishments Act 1954 viz., (i) Privilege Leave for 15 days; (ii) Sickness or Casual Leave for 12 days which

I/We agree with the above.

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Job / Services of Pantry, Canteen, Catering & Associated Services

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shall not be accumulated; Contractor will make payment of un-availed leaves (out of above mentioned 27 days) to his workforce on calendar year basis.

- 2.35 **Over Time/Extra services:** Contractor shall not render any extra services unless he receives specific written instructions in writing from BHEL. In addition to normal duty hours, extra services may be required upto approximately 34 hours on monthly basis. (The number of OT hours is only indicative / as an additional information). Moreover, when any workforce works for more than 48 hours in a week he/she is entitled wages on overtime rates i.e. double the ordinary rates of wages. The payment of OT hours shall be made at actual in line with **Annexure-F1.**
- 2.36 **BONUS:** The contractor shall ensure payment of Bonus (@ 8.33% as per payment of Bonus Amendment Act 2015) is applicable for the wages upto ₹ 21,000/-. To be computed on ₹ 7000/- or the minimum wage for the scheduled employment, as fixed by the appropriate Government, whichever is higher. The contractor shall strictly comply with the provision of the payment of Bonus Act 1965 and payment of Bonus Amendment Act 2015. The Contractor has to make the payment of Bonus to their workforce within a period of eight months from the close of the accounting year.
- 2.37 **WAGES:** All payments to the workforce (as per details enumerated in **Annexure-F & F1**) shall be made by the Contractor through electronically (NEFT/RTGS). The contractor should adopt & promote digital payments as these are transparent, less time consuming, user-friendly & convenient mode of payment. Opening of Bank A/c or making the payment of wages in their existing Bank A/c is the responsibility of successful Contractor itself. The Contractor has to disburse the monthly wages latest by 7th day of every calendar month to their respective workforce. Any delay on this account (i.e. delay in disbursement of monthly wages) shall be subjected to penalty or termination of contract.
- 2.38 **UNIFORM / LIVERIES:** The contractor shall ensure that while on duty, his workforce put proper uniforms in distinctive color code and in neat and clean conditions issued to them by the contractor. Contractor will issue at least 2 sets of Uniform (shirts, pants, belt, shoes, socks etc.) per year to their workforce.
- 2.39 The Company shall have no direct responsibility / liability in respect of the workforce engaged by the Contractor on Job Contract Basis under this Agreement.
- 2.40 **SAFETY PRECAUTIONS:** i) All safety equipment as required for this contract are to be positioned by the contractor & used as per requirement. (ii) Any casualty or damage caused to the property or person by any untoward incidents while executing this contract will be at the contractor's risk & cost.
- 2.41 **HEALTH, SAFETY AND ENVIRONMENT (HSE) MANAGEMENT:** In addition to the safety practices to be followed, the contractor shall establish document and maintain an effective Health, Safety and Environment (HSE) management system. The contractor shall arrange First Aid Box at Transit Flats and BHEL House at a suitable location all the time during the contract period for their workforce deployed.
- 2.42 The Company shall, in consideration of satisfactory completion of services as agreed upon the terms of the contract be entitled to the agreed amount.

I/We agree with the above.

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Job / Services of Pantry, Canteen, Catering & Associated Services

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2.43 The payment under the contract shall be made on monthly basis, only after the performance of the Contractor is found to be satisfactory by concerned department of BHEL and after complying all the statutory requirements as per contract. The Contractor shall raise the bill, in triplicate, along with all the necessary documents and also submit the same through e-mail. The contractor shall submit the GST compliant invoice to the concerned BHEL department along with the copy of ESI/EPF Challan & ECR (*separate EPF-ECR reflecting names of only those workforce who are deployed at BHEL premises only*) of preceding month generated by EPFO/ESI portal/authorities, Wage Sheet {as per Contract Labour (Regulation & Abolition) Act, 1970} i.e. the details of payment of wages to workforce of the month for which services were provided at BHEL premises & proof of payments (Bank Statement etc.), Muster Roll/Attendance Sheet and any other documents sort by BHEL or other statutory authorities which will be for the purpose of ensuring that Contractor has complied with the all the statutory requirements. Monthly Payment to the Contractor shall be made as per the rate at which the work is awarded which shall be inclusive of PF, ESI, Service charges etc. Contractor also have to give undertaking after each month that not only wages have been paid to its workforce but also they have paid their contribution under ESI scheme and EPF Scheme (with the proof of deposit). The PF compliance should be verified/authenticated online through EPFO Portal by the respective concerned BHEL execution department. On receipt of the bill/invoice along with all the supporting documents, BHEL will verify the bill(s) on the basis of actual number of workforce deployed during the month to provide the subject services.

2.44 **PAYMENT TERMS:** Bill complete in all respect along with all the requisite documents will be paid within 15 days of receipt.

2.45 **TAXES & DUTIES:**

2.45.1 To enable BHEL to avail GST Input tax credit, contractor shall submit GST compliant Tax invoice containing all the particulars as stipulated under Invoice Rules of GST Law. Such invoice shall be submitted within prescribed time limit in the name of BHEL, Corporate Office, BHEL House, Siri Fort, New Delhi and must contain the address and GSTIN of respective above mentioned office.

2.45.2 Payment shall be made to contractor only after submission of GST complaint Tax invoice as mentioned above and other relevant documents. However, to protect BHEL's interest for GST input tax credit, GST portion amount along with notional interest on GST credit for 2 months' period (presently rate of interest is @ 24% per annum i.e. 4% for 02 months), the Contractor has to submit security deposit of equivalent amount in the form of Bank Guarantee.

2.45.3 In case GST credit is delayed/denied to BHEL or subsequently recovered from BHEL due to non/delay in filing of GSTR-1 Return or delay in/non-payment of tax to Govt. by contractor or for any other reasons not attributable to BHEL, in such case any financial implication on BHEL on account of delay/loss/recovery from BHEL of such GST Credit along with interest levied/leviable on BHEL till the time GST credit is available to BHEL, shall be recovered from the contractor's running bill/ security deposit and/or adjusted against GST amount not paid as indicated under (2.45.2) above.

2.45.4 Irrespective of refund of GST Credit and interest thereon to BHEL by GST portal upon subsequent declaration of such invoice by contractor in his GSTR-1 for any period after due date of such return and/or payment of GST thereon by contractor on GST portal, the notional interest for delayed period of GST credit (i.e. delay for the period when GST credit is actually allowed and the period when GST credit should have been allowed had contractor declared

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such invoice in his GSTR-1 and paid tax thereon in the relevant month as per GST law) shall be recovered from contractor.

- 2.45.5** The contractor has to submit their GST registration certificate to BHEL Corporate Office, Siri Fort, New Delhi within 30 days from the acceptance of work order. GSTIN of BHEL will be provided to the contractor within 30 days from the placement of work order.
- 2.45.6** Any statutory changes as and when made applicable by the Government shall become applicable against documentary evidence.
- 2.45.7** Payment to the contractor will be subjected to TDS as per rules in force from time to time. The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act & GST, as amended from time to time and a certificate to this effect shall be provided to the contractor by BHEL.
- 2.46** **POST TECHNICAL AUDIT OF WORK AND BILLS:** BHEL reserves the right to carry out a post payment audit & technical examination of the work & final bill including all supporting vouchers, abstracts etc. and to enforce recovery of any sums becoming due as a result thereof in the manner provided into the proceeding sub-paragraph provided however, that no such recovery shall be enforced after three years of passing the final bill.

3. QUALIFYING CRITERIA FOR THE TENDERERS:

- 3.01 (a)** Average Annual financial turnover during the last 3 years, ending on **31st March' 2017** should be at least **₹ 71.00 Lakhs.**
- 3.01 (b)** The experience of having successfully completed or currently executing similar Job/ services during last 7 years ending on 31st July 2017 should be either of the following:
- (i)** The bidder should have executed the business volume not less than an amount equal to ₹ 95.00 Lakhs for 01 year contract period, each in three similar jobs / services.
- OR**
- (ii)** The bidder should have executed the business volume not less than an amount equal to ₹ 118.00 Lakhs for 01 year contract period, each in two similar jobs / services.
- OR**
- (iii)** The bidder should have executed the business volume not less than an amount equal to ₹ 190.00 Lakhs for 01 year contract period, each in one similar jobs / services.

Note: 'Similar jobs/services' mentioned in Para 3.01 (b) above shall be related/refers to "Job / services of **Catering / Pantry / Canteen** in Office Premises / Hotels / Guest House / Transit Flats etc. with any Central Govt. / State Govt. / PSUs / Public Limited Company / Private Limited Company.

- 3.02** The firm should have valid license issued by Food Safety and Standards Authority of India (FSSAI) for their existing business.
- 3.03** The Tenderer should have his firm / himself registered with unique PAN & GST Registration Numbers.
- 3.04** The Tenderer should have his firm / himself registered for extending EPF & ESIC facilities.

I/We agree with the above.

Signature of the bidder with Seal

Job / Services of Pantry, Canteen, Catering & Associated Services

M. K. K. K.
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4.0 DOCUMENTS REQUIRED:

- 4.01 The Tenderers should submit documents in support of possessing qualifying requirements as under, duly certified and stamped by their authorized signatory.
- 4.02 Audited Copy of Balance Sheet and profits & loss Account Statements of last three Financial Years i.e. **FY 2014-15, FY 2015-16 & FY 2016-17**. In case of unavailability of Balance Sheet & Profit & Loss statement for the above mentioned financial years, CA certificate for the same shall be furnished.
- 4.03 Copy of acknowledgements of IT return of last three Financial Years i.e. **FY 2014-15, FY 2015-16 & FY 2016-17**.
- 4.04 **Copies of Work Orders / award letters/ Agreements along with certificates of successful completion of the similar job / services executed by the bidders during last 7 years ending on 31st July'2017 as supporting documents against S. No. 3.01(b) of PQR. Value of the successfully completed works (business volume) against the respective work orders, should be clearly mentioned in the completion certificates. BHEL reserves the right to cross-check/verify the genuineness of the documents from the issuing Authority. The certificate of successful completion should also contain the details of work order, nature of services provided, duration of the contract, quantum of business done and its satisfactory completion.**
- 4.05 Tenderer has to submit a copy of **PAN, ESI registration No., GSTIN, PF registration No. and FSSAI-License**.
- 4.06 Tenderer has to submit the No Deviation Certificate duly signed in the format **Annexure-A**.
- 4.07 The Bidder must submit a declaration (**Annexure-B**) that no case is pending with the police/court against the proprietor/ firm/ partner or the company (Agency). As well as the bidder has not been suspended / blacklisted by any organization.
- 4.08 Tender has to be submitted with contact address and e-mail ID etc. duly filled and signed as placed in **Annexure-C**.
- 4.09 Bidder must submit the technical details in the enclosed format (**Annexure-E**).
- 4.10 Bidder must submit, signed and sealed **Annexure-F & F1** as a token of proof that he would be liable to make payment to the workforce as per the sheet attached and abide by all statutory norms.
- 4.11 Un-priced price bid format (**Annexure-H1**) duly signed by the tenderer shall be submitted along with technical bid by mentioning 'Q' in the column where quote is to be offered by the party.
- 4.12 MSE suppliers/bidders can avail the intended benefits, only if they submit required documents as mentioned in **S. No. 1.19 (a)**, along with the offer.

I/We agree with the above.

M. H. K. S. H.
30/08/2017

Signature of the bidder with Seal

- 4.13 The bidder shall submit the Bank details along with a cancelled cheque for NEFT/RTGS.
- 4.14 Bidder must submit duly filled and signed check list enclosed at (**Annexure-D**).

5.00 PROCEDURE FOR SUBMISSION OF TENDER:

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

- Envelope of **Part-1 "Techno-commercial Bid"** shall contain documents required in **S. No. 3.0 and 4.0** above;
- **Part-2 "Price Bid"** shall contain **Price-Bid format (Annexure-H2)** only.
- **A third sealed cover/envelope** shall contain required amount of **EMD (₹4.71 lakhs)** and shall be super scribed as EMD.
- **These three separate covers/envelopes 1, 2 and 3** shall together be enclosed in **fourth envelope** and this sealed cover shall be superscripted with tender number & due date.

Tenders submitted without EMD are liable to be rejected. If the Part-2 "Price Bid" (Annexure-H2) is not received in the separate sealed envelope as described above, then the same shall be rejected and offer of such respective bidder(s) will not be evaluated further.

- 5.02 In the Price Bid Format, the monthly charges quoted should be inclusive of all charges, but excluding GST, which shall be payable as applicable. Monthly Charges must be quoted in figures as well as in words. However, in case of any conflict/confusion between the two the higher shall be considered for evaluation and lower rate shall be considered for ordering. BHEL's decision regarding the same shall be final and binding.
- 5.03 Envelope No. 3 containing EMD will be opened first and after due verification of EMD as per **S. No. 1.11**, the Part - 1 of the tender will be opened next and evaluated afterwards. Tenderers who qualify in Technical Bid (Part – 1) will only be considered while opening of Price Bid (Part-2). BHEL will finalize successful tenderer by **opening of sealed price bid**. Date of opening of sealed Price Bid will be intimated separately to the Tenderers who qualify in the Techno-Commercial bid.
- 5.04 Offer/Tender submitted by the bidders should strictly be in accordance with the tender terms & condition enclosed herewith.
- 5.05 The Tenderer should accept all terms & conditions of the tender. In case the Tenderer wants to deviate from the tender conditions, such deviations shall be clearly specified in his tender "No Deviation Certificate" only i.e. **Annexure-A**. If no deviations are given in tender submitted, it will be assumed that the Tenderer accepts all terms and conditions of the tender.
- 5.06 Tenders with deviations from terms and conditions are likely to be rejected. BHEL decision in this regard should be final and binding on the bidder.

I/We agree with the above.

Signature of the bidder with Seal

Handwritten signature and date: 30/08/2017

5.07 Clarifications, if any, of Technical / Commercial nature, can be obtained from the officer to whom the tender is to be submitted before the tender due date.

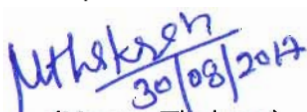
6.00 SCOPE OF SERVICES OF THE TENDER ENQUIRY:

As per Scope of Services enclosed at **Annexure-G1 & G2 & price bid format placed at Annexure-H2.**

7.00 The tender should reach in the **tender box** placed at the reception of Corporate Office, BHEL House, Siri fort, New Delhi by **10:30 AM** on or before the due date. BHEL will not be responsible for any delay in receipt of tender(s), sent by post / courier. The same shall be opened on scheduled due date and time i.e. **08/09/2017 by 11:00AM.** Any corrigendum to this tender, if issued by BHEL in future, shall be uploaded on the BHEL website (www.bhel.com) and on e-procurement portal of GOI (<http://eprocure.gov.in/cppp/>). Therefore, the bidders are advised to keep visiting the websites regularly. Any clarification regarding NIT, if required, should be sought from the undersigned.

Meena Thakran
Sr. Engineer (HR-GAX & ISMG)
BHEL House, Siri Fort, New Delhi - 110049.
Phone No.: 011 - 66337401, Mobile No.: 9654396575
E-mail: meenat@bhel.in

For & on behalf of
Bharat Heavy Electricals Ltd.


(Meena Thakran)
Sr. Engineer (HR-GAX & ISMG)

Enclosures: As above

I/We agree with the above.

Signature of the bidder with Seal

ANNEXURE-A

No Deviation Certificate

(To be submitted along with Part-1 Bid)

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

Or

We hereby accept all terms and conditions of the above tender except the following:

- 1.
- 2.
- 3.
- 4.

Signature

With name, Designation & seal of the firm

I/We agree with the above.

*Nthakish
30/08/2017*

Signature of the bidder with Seal

Job / Services of Pantry, Canteen, Catering & Associated Services

ANNEXURE – B

DECLARATION CERTIFICATE

I / We do hereby declare that there is no case with the Police/Court/Regulatory authorities against the proprietor/firm/partner. Also I / We have not been suspended / delisted / blacklisted by any other Govt. Ministry/Department/Public Sector Undertaking/ Autonomous Body/Financial institution/Court. We also certify that either our firm or any of the partners are not involved in any scam or disciplinary proceedings settled or pending adjudication.

Signature
With name, Designation & seal of the firm

I/We agree with the above.

Mthskish
30/08/2017

Signature of the bidder with Seal

ANNEXURE -C

Sl. No.	Description	Details
1	Name of the Tenderer	
2	Address of the Tenderer	
3	Contact Person's Name	
4	Cell No. of Contact Person	
5	Land Line No.	
6	FAX No.	
7	E-mail ID	
8	PAN No.	
9	EPF Registration No.	
10	ESI Registration No.	
11	GSTIN	

I/We agree with the above.

Mthgksh
30/08/2017

Signature of the bidder with Seal

ANNEXURE -D

CHECK-LIST (TECHNICAL BID)
SUMMARY OF COMPLIANCE TO REQUIREMENT OF TENDER

Sl. No.	Description of requirement	Yes / No / NA	Page No.
1	EMD in the form of Pay order or Demand Draft in favour of "Bharat Heavy Electricals Ltd." in a separate envelope.		
2	Copies of the Audited Balance sheet and Profit & Loss account statements of last three Financial Years i.e. FY 2014-15, FY 2015-16 & FY 2016-17 duly certified by CA.		
3	Acknowledgement of I-T return of last three Financial Years i.e. FY 2014-15, FY 2015-16 & FY 2016-17.		
4	Details of work experience, satisfactory work performance certificates including work orders		
5	Copy of the PAN card.		
6	Copy of FSSAI License		
7	Copy of GST registration certificate. (GSTIN)		
8	Declaration enclosed at Annexure - A		
9	No deviation certificate enclosed at Annexure-B		
10	Bidder's detail as per Annexure-C		
12	Financial details / Work Experience as per Annexure-E		
17	Bidder must submit signed and stamped Annexure-F & F1		
18	Signed and Stamped Un- priced bid format Annexure-H1 (The bidder has to write "Q")		
19	Sealed envelope of duly filled, signed & stamped Part 'II' – Price Bid Annexure-H2		
20	Bidder must submit signed and stamped Annexure-L (If Applicable)		
22	Bidder must submit signed and stamped Annexure-G1 & G2		
23	All the pages of tender document signed & stamped.		
24	The bidder shall submit the Bank details along with a cancelled cheque for NEFT/RTGS.		

I/We agree with the above.

Handwritten signature and date: 30/08/2017

Signature of the bidder with Seal

ANNEXURE – EFINANCIAL DETAILS OF THE BIDDER

TURNOVER (in ₹ Lakhs)	FY 2014-15	FY 2015-16	FY 2016-17

WORK EXPERIENCE DETAILS

S.NO.	Name of Work	Period of Contract (in Years)	Date of Work Order	Value of Work (in ₹ Lakhs)	Name of Customer
1					
2					
3					
4					

EMD DETAILS

Name of Bank	DD / PO No.	Date	Amount (₹)

I/We agree with the above.

Mthaksh
30/08/2017

Signature of the bidder with Seal

Job / Services of Pantry, Canteen, Catering & Associated Services

ANNEXURE –F

CONSOLIDATED WAGES & OTHER ALLOWANCES & STATUTORY PAYMENTS / CONTRIBUTIONS				
Sl. No.	COMPONENTS	CATEGORY OF WORKERS		
		UNSKILLED (MW @13584) (Amount in ₹)	SEMI SKILLED (MW @14958) (Amount in ₹)	WORKS SUPERVISOR (MW @16468) (Amount in ₹)
1(a)	Govt. of NCT of Delhi Minimum Wage (₹) as on 01.04.2017	13,584	14,958	16,468
1(b)	Dearness Allowances (₹) w.e.f. 01.10.2017	(Actuals)	(Actuals)	(Actuals)
1(c)	Cash Component (₹)	3,200	3,700	4,100
1	Monthly Consolidated wages Including VDA (₹)	16,784	18,658	20,568
2	PF Contribution (₹)			
2(a)	EPF & EPS @ 12% on Sl.No.1 (A/c No.01 & A/c No.10)	2,014	2,239	2,468
2(b)	EDLI @ 0.50% on Sl. No. 1 (A/c No.21)	84	93	103
2(c)	EPF Admn. Charges @ 0.65% on Sl. No. 1 (A/c No.02)	109	121	134
3	ESI Contribution (₹)			
3(a)	ESI @ 4.75% as Employer Contribution on S. No. 1	797	886	977
4	Bonus (₹) @ 8.33 % on {S.No.1(a) + 1(b)}	1,132	1,246	1,372
5	Liveries LS @ ₹ 225/- Per Month	225	225	225
6	Leave Salary 2.25 days Per Month (₹)	1,259	1,399	1,543
7	Per month category wise wage (₹) (Sub-total of S. No. 1 to S. No. 6)	22,404	24,868	27,389
8(a)	Nos. of workforce to be deployed by the Contractor to provide Pantry Services at BHEL House	16	0	1
8(b)	Nos. of workforce to be deployed by the Contractor to provide Canteen Services at BHEL House	11	5	1
8(c)	Nos. of workforce to be deployed by the Contractor to provide Housekeeping & Catering Services at AGVC Guest House	3	2	1
8	Sub-total of S.No. 8(a) & S.No. 8(b)	30	7	3
Notes:-				
1	Wages are subject to amendments as and when promulgated from time to time by Statuary Authorities. Cash Component will be revised by BHEL as per sole discretion. Increase of VDA by Delhi Govt. Oct'2017 onwards will be incorporated in the category wise wage calculation and any further increase of VDA will become the part of monthly consolidated wages.			
2	Successful Contractor has to deploy the minimum workforce as emphasized at S. No. 8 at any given day. Contractor has to meet the shortages of leave /absenteeism through Relieve/ leave reserve / buffer workforce. Payment for the Buffer/Reliever (Leave Reserve) will be paid on actuals as per Annexure F1 .			
3	In addition to normal duty hours, the workforce(s) may be required to perform, on an average, over time of 200 hours in a financial year (Aprox. total 800Hrs. in 02 Year). Moreover, when a workforce works for more than 48 hours in a week he/she is entitled wages on overtime rates i.e. double the ordinary rates of wages. Charges of Extra duty per hour will be will be paid on actuals as as per Annexure F1 .			

I/We agree with the above.

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ANNEXURE-F1**A. CATOGARY WISE SUMMARY SHEET FOR LEAVE/ABSENTISM RESERVE (RELIEVER)/ (BUFFER WORKFORCE)**

(Amount in ₹)		
Sl. No.	COMPONENTS	UNSKILLED (MW @13584)
1(a)	Govt. of NCT of Delhi Minimum Wage (₹) as on 01.04.2017	13,584.00
1(b)	Dearness Allowances (₹) w.e.f. 01.10.2017	(Actuals)
1(c)	Cash Component (₹)	3,200.00
1	Monthly Consolidated wages Including VDA (₹)	16,784.00
2	Per Day Consolidated Wages including VDA	646.00
4	PF Contribution (₹)	
(a)	EPF & EPS @ 12% on Sl.No.1 (A/c No.01 & A/c No.10)	2,014.08
(b)	EDLI @ 0.50% on Sl. No. 1 (A/c No.21)	83.92
(c)	EPF Admn. Charges @ 0.65% on Sl. No. 1 (A/c No.02)	109.10
5	ESI Contribution (₹)	
(a)	ESI @ 4.75% as Employer Contribution on S. No. 1	797.24
4	Per month category wise wage	19,788.34
5	Per day category wise amount for buffer/reliever provided on account of Leaves/Absences	761.09
6	*Service Charge @ Q % of S. No. 5	(Actuals)
7	Per day category wise amount for buffer provided on account of Leaves/Absences including Service Charge	(Actuals)

B. BREAK-UP FOR OT (OVER-TIME/EXTRA HOURS) RATES

(Amount in ₹)		
Sl. No.	COMPONENTS	UNSKILLED (MW @13584)
1(a)	Govt. of NCT of Delhi Minimum Wage (₹) as on 01.04.2017	13,584.00
1(b)	Dearness Allowances (₹) w.e.f. 01.10.2017	(Actuals)
1(c)	Cash Component (₹)	3,200.00
1	Monthly Consolidated wages Including VDA (₹)	16,784.00
2	OT Rate per Hr. {(Monthly Consolidated wages*2)/208 hrs.}	161.38
3	ESI @ 4.75% on S. No. 2	7.67
4	Per Hr. Charges towards Extra Services including ESI	169.05
5	*Service Charge @ Q % of S. No. 4	(Actuals)
6	Per Hr. Charges towards Extra Services including ESI & Service Charge	(Actuals)

* "Service Charge @ Q%" will be applicable/payable as same as the service charge quoted by the bidder at S. No. 1(b) in the price-bid placed at **Annexure-H2**.

I/We agree with the above.

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30/08/2017

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Job / Services of Pantry, Canteen, Catering & Associated Services

ANNEXURE-G1

**JOBS / SERVICES REQUIRED AT
CORPORATE OFFICE, BHEL HOUSE, SIRI FORT, NEW DELHI-110049**

A. PANTRY & ASSOCIATED SERVICES:

1. Collection of all related raw material for preparation of Tea/Coffee and for other related services from store or from any other specified location within the building, daily to the pantries.
2. Preparation and serving Tea/Coffee for all the officials at BHEL House and their guests/visitors in Asiad twice a day (10.00 AM and 3.00 PM) at the seats. In addition to this serving of Tea/Coffee and other related jobs. The Tea/coffee will also be served in meetings, conferences as and when required during office hours.
3. Cleaning of all the mugs/crockery/utensils used for making Tea/Coffee, being provided by BHEL.
4. Comprehensive cleaning of all pantries located in BHEL House and disposal of wastage from them at the designated place on daily basis.
5. Collecting back of all the tea mugs from all the designated floors to pantry and washing of the same, twice a day or as per requirement.
6. Pantry services will also be required after 5.30PM on working days, Saturdays and Sundays and holidays for which payment will be made on per hour basis. Additional hour of pantry charges will be based on 2 pantry boys in each pantry.
7. Supply of water and biscuits etc. to employees, guests, in the meeting, conference form pantry.
8. Pantry services required uninterruptedly.
9. All material for preparing tea/coffee i.e. Tea Leaf, Sugar, Coffee, Milk etc. will be provided by BHEL.
10. Any other service required by BHEL for proper discharge of job as per instruction of BHEL authorized representative.

B. CANTEEN & ASSOCIATED SERVICES:

1. Collection of raw material for cooking of food, one day in advance from 14.00 hrs onwards from BHEL person in-charge after submission of proper form available from BHEL Canteen Store.
2. Cleaning and proper washing of all the raw material (e.g. rice, pulses, vegetables, spices etc.) prior to cooking of tasty & hygienic lunch as per Menu decided by BHEL (Tentative Lunch Menu) on an average for 700-950 persons per day at BHEL House, Asiad, New Delhi-49.

I/We agree with the above.

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Job / Services of Pantry, Canteen, Catering & Associated Services

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3. Filling the Lunch thalies hygienically with food at BHEL House and distributing the same at the seat of BHEL employees against the BHEL lunch coupons with the help of trolleys on all working days. This distribution of lunches should be between 12.50 PM to 01:00 PM daily and any delay in distribution may lead to LD.
4. Collecting back of used utensils from all the floors of building back to washing area of the respected buildings for washing (before 2 PM daily).
5. Washing of lunch plates and kitchen utensils, kitchen area, lunch trolleys, lunch distribution Centre at basement daily on all the working days.
6. Thorough Cleaning of canteen area and performing other hygiene related activities on second and last Saturday of every month.
7. **Working days of Canteen:** Lunch will be prepared and served on all working days except all Sundays, second and last Saturdays of the month and gazette holidays and other govt. holidays as declared by BHEL, Delhi from time to time. However, workers are required to come on second and last Saturday of every month for performing cleaning and other hygiene related activities in BHEL house, Asiad.

Notes:

- a. Infrastructure/ facilities like (i) Kitchen space (ii) lunch thalies & covers (ii) kitchen equipment (iv) lunch trolleys (v) fuel piped natural gas IGL gas (v) water (vi) electricity, will be provided by BHEL to the contractor. Proper receipt of all the Equipments / utensils will have to be given to BHEL by the contractor, at the time of commencement of job contract.
- b. The Manpower mentioned by the contractor at Annexure-F should be deployed by him for the above Job/services irrespective to any absentees. Lunch should be served on all the employees' seat between 12.50 PM to 01:00 PM daily.
- c. The raw material for cooking, cleaning and washing will be issued to Caterer one day in advance from 14.00 hrs onwards by BHEL person in-charge after submission of proper form available from BHEL Canteen Store. The quantity of raw material will be issued on the basis of norms decided by BHEL.
- d. Number of persons for whom lunch would be prepared may vary from 700 to 950 as per our requirement.
- e. In case of food poisoning/contamination, the contractor shall be held fully responsible and he shall bear all the loss caused due to the same and BHEL shall assume no responsibility whatsoever.
- f. It shall be the contractors liability that no foreign material unfit for human consumption is found in the cooked food.

I/We agree with the above.

M. H. K. S. H.
30/08/2017

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Tentative Lunch Menu

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I/We agree with the above.

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Signature of the bidder with Seal

Job / Services of Pantry, Canteen, Catering & Associated Services

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

1. RECEPTION:

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

I/We agree with the above.

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30/08/2017

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

2.1 Details of areas for housekeeping: -

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

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

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

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

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

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

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

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

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

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

I/We agree with the above.

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- 2.11 The contractor shall check the bed sheets, blanket, towel, soap, water, functioning of TV, Refrigerators, ACs, Geysers and all the Bath Rooms fittings, bulbs etc. on daily basis.
- 2.12 Coordination with the dish cable connection provider for trouble free services. The monthly payment of cable connection in all the TVs will be paid directly by BHEL.
- 2.13 The contractor will provide room service for tea/ coffee, foods etc. as per the requirement of guest.
- 2.14 The contractor shall provide waiters for serving food in the dining hall and rooms.
- 2.15 The contractor shall ensure that sufficient manpower is deployed so as to maintain high standard of housekeeping.
- 2.16 All the items supplied by the company at its expense for the purpose of running the Transit Flats will be company's property for all purposes.
- 2.17 The losses due to breakage / theft / damage or loss of any such materials / equipment / fixtures / furniture or damage due to poor handling shall be recovered from the Contractor at full cost. In regards to natural wear and tear of any such item, the decision of the company shall be final and binding on the Contractor.
- 2.18 The contractor may visit the Transit flat before quoting their offer.

3. LAUNDRY SERVICES:

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

4. GENERAL ADMINISTRATION:

- 4.1 Guest occupancy Register shall be kept safely. As soon as the guest arrives in front office necessary entries are to be obtained in the Guest Register.

I/We agree with the above.

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30/08/2017

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

5. CATERING SERVICES:

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

Sl. No	Description of Items
1	Tea
2	Coffee
3	Breakfast:-
a	i) Cornflakes with Milk
	ii) Puri (4 Nos) & Alu Sabji with Achar
	OR
b	i) Cornflakes with milk
	ii) Plain Paranthas (2 Nos) & Alu Sabji
	iii) Achar + Curd
c	OR
	Iddly (2 Nos.) & Massala Dosa with chutney & Samber
	OR
d	Chole Bhathura (02 nos.) & Achar
	OR
e	Alu paratha (02 nos.) with curd & Achar

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Job / Services of Pantry, Canteen, Catering & Associated Services

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4	Lunch/Dinner
	i) Roti – Tawa
	ii) Rice or Jeera Rice (Good quality of Basmati Rice)
	iii) Dal
	iv) Vegetable with gravy
	v) Seasonal Veg. - Dry
	vi) Curd
	vii) Achar + Papad + Salad
	viii) Sweet – Dish (one)
	ix) Mouth Freshener (Sounf + Misri)
Notes:-	
1	<i>Tea or coffee (as per requirement of guests) with breakfast to be supplied on all days.</i>
2	<i>Menu (at 3a to 3e) should be different on each day.</i>
3	<i>04 Slices of Bread with 25 grm. of butter and 02 cutlets or 2 Eggs omelette and Jam to be supplied on all days as an alternative of menu at 3a to 3e.</i>
4	<i>Based on past experience, no. of total breakfast including for official guests varies between 200-250 per month.</i>
5	<i>Based on past experience, total no of Lunch + Dinner including the meals for official guests varies between 200-250. Menu should be different on each day.</i>

- 5.2 The crockery and all the utensils for cooking & serving of foods etc. shall be provided by BHEL once in a year.
- 5.3 Replacement of utensils and bone china crockery due to breakage or whatsoever reason within a year.
- 5.4 Raw material like refined oil, Atta, Masalas, Dals will have to be procured of excellent quality bearing Agmark / ISI mark.
- 5.5 The rice will have to be of good quality Basmati only.
- 5.6 Milk & milk products shall be used of **Mother Dairy or Amul brand only.**
- 5.7 **Professional waiters & cooks** shall be deployed in dining hall / kitchen for service of food to the guests. The waiters & cook should be neat & clean duly shaved on daily basis and dressed up with proper uniform with their name plates and caps. They shall wear neat & clean hand gloves / apron during their duty.
- 5.8 Medical checkup of all the work men including cooks, waiters, cleaners etc. Shall be done in every three months from a reputed hospital and the medical certificates issued from the hospital shall be deposited in Estate office.
- 5.9 The connection for Gas Cylinder will be in the name of BHEL but filling of gas shall be the responsibility of contractor on its own cost.
- 5.10 BHEL representative will check & verify the quality of items being used & cleanliness on surveillances checking.

I/We agree with the above.

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- 5.11 The contractor will collect the charges of breakfast, lunch, dinner, tea or coffee directly from the guests as per the rate fixed by BHEL.
- 5.12 The charges for the food provided to company guests will be paid by BHEL to the contractor for which he will have to raise separate bill on monthly basis as per the rate fixed by BHEL.
- 5.13 The charges for the lunch, dinner, tea / coffee will be paid by BHEL to the contractor for which he will have to raise separate bill on monthly basis as per the rate fixed by BHEL.

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

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

I/We agree with the above.

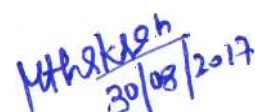
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PART 'I' – UN-PRICE BID

S. No.	Description of Item/ services	Total Monthly Charges Excluding GST {Amount in figure (₹)}	
1	Cost (including service charges) for deployment of at- least 30 Nos. USW, 07 Nos. SSW & 03 Nos. SW category of workforce to provide the services as mentioned in Annexure-G1 & G2 . The contractor have to disbursed the wages to their workforce strictly as per Annexure-F . Per month category wise total wage (₹) for each USW, SSW & SW category of workers is ₹22,404/-, ₹24,868/- & ₹27,389/- respectively.	(a)	₹ 9,28,354.60
		(b)	Service Charge in %:
		(c)	{(a)+(b% of a)}
		
2	Cost of consumable materials & service items for providing the guest amenities as per the scope of Job/ services (for 6 rooms) as mentioned Annexure-G2 :		
2.1	Providing tea bags / coffee sachets / Milk sachets / sugar sachets / Sugar free sachets for 04 cups of tea or coffee per day in all rooms.	
2.2	Providing two soaps, two shampoo sachets, tooth-brush, toothpaste, comb, shaving cream, shaving razor, coconut oil, shower cap, etc. of good quality required for two people at the time of arriving. Providing Housekeeping & other cleaning materials and consumables like brooms, mops, tissue paper, toilet roll, liquid soaps, floor cleaner etc.	
2.3	Providing laundry services like washing of bed sheets, bed covers, pillow covers, blanket covers & towels in all the occupied rooms on daily basis as per the scope of Job/ services.	
2.4	Additional Food Items (Providing Mineral Water Bottle, Milk, Cold Drinks, Packed Fruit Juice, etc. on MRP for Guests staying at Transit Flat as per requirement)	₹ 3,700.00	
3	Sub-total of S.No. 2.1 to 2.4:	

I/We agree with the above.



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S. No.	Description of Item/ services			Total Monthly Charges Excluding GST {Amount in figure (₹)}	
4	Cost of providing Catering Services to official guests as per the scope of Job/ services mentioned Annexure-G2 :				
	Catering Item	Qty.	Max. Ceiling Limits (₹)	Rates (₹) (quoted by the bidder)	Total Amount (excluding GST) {in figure(₹)}
	(i)	(ii)	(iii)	(iv)≤(iii)	(v)= (ii)x(iv)
4.1	Breakfast	230	45.00		
4.2	Lunch and Dinner	215	65.00		
4.3	Tea	230	8.00		
4.4	Coffee	230	10.00		
5	Sub-total of S.No. 4.1 to 4.4:				
6	Total Monthly Charges (excluding GST) Grand Total of S. No. {1(c)+3+5}				
7	Gross Total expenditure in two years (excluding GST) {S.No.6x24}				In Figures:
	Gross Total expenditure in two years (excluding GST) {S.No.6x24}				In Words:

Notes:

- A. Un-priced price bid format duly signed by the tenderer shall be submitted along with technical bid, by mentioning 'Q' in all the columns where quote is to be offered by the party/bidder.
- B. **Evaluation Criteria:** Overall L1 bidder will be decided based on the S.No.7 i.e. Gross Total expenditure in two years (excluding GST). GST as applicable will be payable extra.
- C. The cost against S. No. 1 should be quoted for deployment of at least 40 Nos. of workforce. However, the actual payment will be made on the basis of actual deployment of the workforce in the given month subject to maximum up to the quoted cost in case the wages are not revised. The contractor has to disburse/deposit the wages as per **Annexure-F**. For quoting the cost against S.No.1 the bidders should add/include service charges & other charges over **Per month category wise wage** as mentioned in **Annexure-F**.
- D. The composite monthly rate must be quoted in above format against S. No. 2.1 to 2.3 for the complete scope of Job/ Services for 06 rooms as enclosed at **Annexure-G2**.
- E. The rate against S. No. 2.1 & 2.3 should be quoted for 100% occupancy of rooms (100% occupancy means all the 06 rooms are occupied once in a day for 30 days in a month i.e. total no of occupancy as 180/186(06X30/31)). However, the actual payment against S. No. 2.1 & 2.3 will be made on the basis of actual occupancy of rooms/ actual numbers of night utilized in a given month. On an average the occupancy of rooms is 90% to 100% in a month.
- F. The cost against S. No. 2.2 should be quoted for numbers of kits containing the said items for 100% occupancy given to the guests. However actual payment against S. No. 2.2 will be made on the basis of No. of kits consumed during occupancy. One kit will be issued at the time of arriving of guests. Each kit will be valid for three days, after three days, it may be provided on demand. One such kit will

I/We agree with the above.

Signature of the bidder with Seal

Job / Services of Pantry, Canteen, Catering & Associated Services

Handwritten signature and date:
30/08/2017

be given to per person only at time. The rate per kit will be calculated as quoted rate at S. No. 2.2 dividing by 60.

- G. Rates mentioned against S. No. 2.4 is for evaluation purpose only however the payment will be made at MRP on the basis of actual consumption.
- H. Payment against S. No. 3 will be made on the basis of actual consumption of breakfast, lunch & dinner, Tea & coffees for Official guests at the rate quoted by the bidder.
- I. The amount quoted by the bidder against **S. No. 2 to 5** (the material/service cost will) remain firm for the entire contract duration up to extended period (if any) and no escalation due to increase in the material cost will be accepted. However, the amount quoted against **S. No. 1** (manpower cost) will vary depending on the following:
- i) Any changes in the monthly consolidated wages fixed by BHEL;
 - ii) The periodic Wage/VDA revision, as and when notified by Govt. of NCT of Delhi will be applicable in the contract and accordingly the monthly bill of the contractor will get amended;
 - iii) Any changes in PF / ESI/ Bonus contribution of employer's portion due to changes in respective Acts / Laws.
- J. **If a firm quotes "Nil" charges/consideration, the bid shall be treated as unresponsive and will not be considered.**

I/We agree with the above.

Signature of the bidder with Seal

Job / Services of Pantry, Canteen, Catering & Associated Services

Nthaksh
30/08/2017

PART 'II' – PRICE BID

S. No.	Description of Item/ services	Total Monthly Charges Excluding GST {Amount in figure (₹)}	
1	Cost (including service charges) for deployment of at- least 30 Nos. USW, 07 Nos. SSW & 03 Nos. SW category of workforce to provide the services as mentioned in Annexure-G1 & G2 . The contractor have to disbursed the wages to their workforce strictly as per Annexure-F . Per month category wise total wage (₹) for each USW, SSW & SW category of workers is ₹22,404/-, ₹24,868/- & ₹27,389/- respectively.	(a)	₹ 9,28,354.60
		(b)	Service Charge in %:
		(c)	{{(a)+(b% of a)}}
2	Cost of consumable materials & service items for providing the guest amenities as per the scope of Job/ services (for 6 rooms) as mentioned Annexure-G2 :		
2.1	Providing tea bags / coffee sachets / Milk sachets / sugar sachets / Sugar free sachets for 04 cups of tea or coffee per day in all rooms.	
2.2	Providing two soaps, two shampoo sachets, tooth-brush, toothpaste, comb, shaving cream, shaving razor, coconut oil, shower cap, etc. of good quality required for two people at the time of arriving. Providing Housekkeeping & other cleaning materials and consumables like brooms, mobs, tissue paper, toilet roll, liquid soaps, floor cleaner etc.	
2.3	Providing laundry services like washing of bed sheets, bed covers, pillow covers, blanket covers & towels in all the occupied rooms on daily basis as per the scope of Job/ services.	
2.4	Additional Food Items (Providing Mineral Water Bottle, Milk, Cold Drinks, Packed Fruit Juice, etc. on MRP for Guests staying at Transit Flat as per requirement)	₹ 3,700.00	
3	Sub-total of S.No. 2.1 to 2.4:		

I/We agree with the above.

Mthsksh
30/08/2017

Signature of the bidder with Seal

S. No.	Description of Item/ services		Total Monthly Charges Excluding GST {Amount in figure (₹)}		
4	Cost of providing Catering Services to official guests as per the scope of Job/ services mentioned Annexure-G2 :				
	Catering Item	Qty.	Max. Ceiling Limits (₹)	Rates (₹) (quoted by the bidder)	Total Amount (excluding GST) {in figure(₹)}
	(i)	(ii)	(iii)	(iv)≤(iii)	(v)= (ii)x(iv)
	4.1	Breakfast	230	45.00	
	4.2	Lunch and Dinner	215	65.00	
	4.3	Tea	230	8.00	
4.4	Coffee	230	10.00		
5	Sub-total of S.No. 4.1 to 4.4:				
6	Total Monthly Charges (excluding GST) Grand Total of S. No. {1(c)+3+5}				
7	Gross Total expenditure in two years (excluding GST) {S.No.6x24}				In Figures:
	Gross Total expenditure in two years (excluding GST) {S.No.6x24}				In Words:

Notes:

- A. **Evaluation Criteria:** Overall L1 bidder will be decided based on the S.No.7 i.e. Gross Total expenditure in two years (excluding GST). GST as applicable will be payable extra.
- B. The cost against S. No. 1 should be quoted for deployment of at least 40 Nos. of workforce. However, the actual payment will be made on the basis of actual deployment of the workforce in the given month subject to maximum up to the quoted cost in case the wages are not revised. The contractor has to disburse/deposit the wages as per **Annexure-F**. For quoting the cost against S.No.1 the bidders should add/include service charges & other charges over **Per month category wise wage** as mentioned in **Annexure-F**.
- C. The composite monthly rate must be quoted in above format against S. No. 2.1 to 2.3 for the complete scope of Job/ Services for 06 rooms as enclosed at **Annexure-G2**.
- D. The rate against S. No. 2.1 & 2.3 should be quoted for 100% occupancy of rooms (100% occupancy means all the 06 rooms are occupied once in a day for 30 days in a month i.e. total no of occupancy as 180/186(06X30/31)). However, the actual payment against S. No. 2.1 & 2.3 will be made on the basis of actual occupancy of rooms/ actual numbers of night utilized in a given month. On an average the occupancy of rooms is 90% to 100% in a month.
- E. The cost against S. No. 2.2 should be quoted for numbers of kits containing the said items for 100% occupancy given to the guests. However actual payment against S. No. 2.2 will be made on the basis of No. of kits consumed during occupancy. One kit will be issued at the time of arriving of guests. Each kit will be valid for three days, after three days, it may be provided on demand. One such kit will be given to per person only at time. The rate per kit will be calculated as quoted rate at S. No. 2.2 dividing by 60.

I/We agree with the above.

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30/08/2017

Signature of the bidder with Seal

- F. Rates mentioned against S. No. 2.4 is for evaluation purpose only however the payment will be made at MRP on the basis of actual consumption.
- G. Payment against S. No. 3 will be made on the basis of actual consumption of breakfast, lunch & dinner, Tea & coffees for Official guests at the rate quoted by the bidder.
- H. The amount quoted by the bidder against **S. No. 2 to 5** (the material/service cost will) remain firm for the entire contract duration up to extended period (if any) and no escalation due to increase in the material cost will be accepted. However, the amount quoted against **S. No. 1** (manpower cost) will vary depending on the following:
- i) Any changes in the monthly consolidated wages fixed by BHEL;
 - ii) The periodic Wage/VDA revision, as and when notified by Govt. of NCT of Delhi will be applicable in the contract and accordingly the monthly bill of the contractor will get amended;
 - iii) Any changes in PF / ESI/ Bonus contribution of employer's portion due to changes in respective Acts / Laws.
- I. **If a firm quotes "Nil" charges/consideration, the bid shall be treated as unresponsive and will not be considered.**

I/We agree with the above.

M. Hakeem
30/08/2017

Signature of the bidder with Seal

ANNEXURE – I

Certificate by Chartered Accountant on letter head
(only for those who are submitting EM-II Certificate)

This is to certify that M/S, (hereinafter referred to as 'company') having its registered office at is registered under MSMED Act 2006, (Entrepreneur Memorandum No (Part-11) dtd:....., Category:..... (Micro/Small)). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial yearas per MSMED Act 2006 is as follows:

1. For Manufacturing Enterprises: Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722(E) dated October 5, 2006 : Rs.....Lacs
2. For Service Enterprises: Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006: Rs.....Lacs (Strike off whichever is not applicable)

The above investment of Rs.....Lacs is within permissible limit of Rs.....Lacs forMicro / Small (Strike off which is not applicable) Category under MSMED Act 2006. **Or** The company has been graduated from its original category (Micro/ Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O.No.3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name

Membership number-

Seal of Chartered Accountant

I/We agree with the above.



M. S. Keshav
30/08/2017

Signature of the bidder with Seal