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BHARAT HEAVY ELECTRICALS LIMITED
INDUSTRIAL SYSTEMS GROUP
Prof. CNR Rao Circle, P B No. 1249,
II Sc Post, Malleswaram,
BENGALURU – 560 012

GENERAL TERMS & CONDITIONS

TENDER FOR OUTSOURCING OF
HOUSE KEEPING & CATERING SERVICES IN TRANSIT FLATS A-401, A-402, A-501, A-
502, A-503, B-101, B-102, & B-201 (Total 8 Nos Flats)


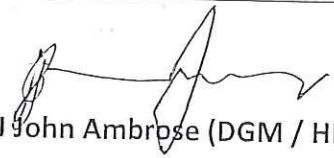
LOCATED AT RANKA CORNER APARTMENTS,
CAMBRIDGE LAYOUT, ULSOOR, BENGALURU – 560 008

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- Catering Service
- House Keeping Services

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|  KV Sandhya (Manager / HR) |  John Ambrose (DGM / HR) |
| PREPARED AND CHECKED BY | APPROVED BY |

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GENERAL INFORMATION

The company is desirous of engaging an Agency ex-experienced in hospitality, catering and housekeeping services for running its Transit Flats at Ranka Corner Apartments, Bengaluru. The Transit Flat should be managed on round-the-clock basis to take care of the Occupant Guests.

Eligibility Criteria

The Agency should be registered and a well-established organisation in providing the above services.

The Agency should have the experience in maintaining Transit Flats, Guest house, providing catering arrangements for Guests in Guest House/Hospitality Industry/Hotel Industry (Labour, Material & Service) on round-the-clock.

Income Tax Returns & Audited Financial Statements for the preceeding financial year may please be furnished.

Experience Certificates in the past for similar House Keeping Service/catering services and necessary proof to be produced to this effect along with the tender.

The list of clients, present and past, should be enclosed.

The total number of staff in your organisation engaged for running maintenance, catering & housekeeping services in Transit Flat and the total turnover per annum may please be furnished for the past period.

There should be no case or charge under investigation / enquiry / trail against the agency, nor conviction in a Court of Law or suspended / blacklisted by any organisation on any ground.

If the preformation of the bidder is found to be unsatisfactory for any reason, in any organisation, BHEL – ISG reserves the right to reject the bid submitted by bidder.

The opinion / decision of BHEL - ISG regarding acceptance or rejection of the bid shall be final and conclusive and binding on the bidder. BHEL – ISG reserves the right to reject any or all the bids at any time without assigning any reason thereof.

GENERAL CONDITIONS.

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SCOPE OF WORK AND SERVICES

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| 01. | FRONT OFFICE a. To co-ordinate room allocation, bookings, check – in and check – out of guests, collect cash/obtain signatures of guest as required, maintain proper accounting and submit the same periodically or as and when called for by BHEL – ISG officials. |
| 02. | CATERING a. To render all Food and Beverage Service at high standards and commensurate with the rates agreed to in this tender. b. To render additional services as may be required by BHEL – ISG. |
| 03. | HOUSEKEEPING a. To render all housekeeping services including maintenance of rooms, dining halls, kitchen, toilets and all other areas in the Transit Flats which may not be specified here, at high standards. |
| 04. | LAUNDRY a. To render all laundry services at high standards for Transit Flats belongings. b. To render all laundry services at high standards for guests. |
| 05. | GENERAL ADMINISTRATION a. To ensure the entire operations of the Transit flat and co-ordinate with respective departments of BHEL for smooth running of the Transit flats. b. To maintain records as required by BHEL – ISG. c. To ensure the safety of Transit Flats, properties belonging to the Transit Flats and maintain total-vigil on the movement of people in Transit Flats. |

1. FRONT OFFICE

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| 1.1. | When the guest checks- in, the Contractor / Contractor's staff shall immediately : |
| 1.1.1 | Attend to him, receive him, and allot the room specified by the designated officer of BHEL – ISG in his / her name. BHEL – ISG will reserve the rooms and intimate the Contractor through Reservation Slips duly signed by the designated officer. The contractor shall not allot rooms on his own, for any reason. |

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| | 1.1.2 | Get the guest's name, signature and other details entered in the Guest Register kept for the purpose. Register shall be provided by BHEL – ISG. |
| | 1.1.3 | Accompany the guest to his/her room carrying his/her baggage to his/her room, leave him in the room, look for his/her comforts, keep fresh water, etc. |
| | 1.1.4 | Offer him tea/ coffee/food etc. as required by him, suiting to the time |
| | 1.1.5 | When the guest checks-out, separate bills for boarding and lodging are to be prepared and signed by the guest. Also to ensure that Guest leaves behind all the belongings of the Company. |
| | 1.1.6 | In case of employees on official duty, the Contractor shall collect cash from the guests towards catering only and obtain signature of the guest on bill towards lodging. In case of employees and other guests on personal duty entire expenditure towards Catering and Lodging shall be collected in cash. Collected cash in both the cases will be deposited with BHEL – ISG Officials stationed at the transit flats, with proper paper work. |
| | 1.1.7 | In case of Company's guests, the contractor shall raise bill for boarding part alone and get the same signed by the guest and claim it for reimbursement from BHEL – ISG along with other bills to be submitted by the Contractor once in a month. |
| | 1.1.8 | Carry the guest's baggage from the room to the vehicle when the Guests check-out of the Guest House. |
| | 1.1.9 | To ensure that the guest has not left behind in the room any of his / her belongings and if found any such belongings, to immediately inform BHEL – ISG officials for sending the same to the guest. |
| | 1.1.10 | The contractor's boys shall not seek any tips or favour from the guest for the services rendered. |
| 1.2 | | During stay, the guest's miscellaneous needs are to be attended to, like laundry needs etc. The charges for these services may be collected from the guest on actual basis, providing relevant bills. In cases where services are to be rendered at Company's cost, the same will be intimated by BHEL to caretaker/Contractor. |
| 1.3 | | To order for newspapers and magazines as advised by BHEL- ISG, coordinating with the newspaper agents, and paying for the bills at the end of the month. This will be reimbursed by BHEL along with the Contractor's bill, but to be submitted with relevant suppliers' bills. Old newspapers has to be disposed off periodically and proceeds thereon to be remitted back to BHEL in cash, immediately thereafter. |

2. CATERING

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| 2.1 | The Contractor shall provide the following services : | |
| | 2.1.1 | Preparation of Tea /Coffee, Breakfast, Lunch and Dinner etc., as per the menu given in Food chart Sl. No. 15 pg 15/16. |
| | 2.1.2 | The menu may be altered for specific guests / special occasions / programmes functions as desired by BHEL – ISG, within the overall scope of the menu. For any extra item, not covered in the Food Chart or UnPriced bid (Annexure- I) the contractor may charge additionally on the mutually agreed rates. |
| | 2.1.3 | The contractor shall take orders well in advance from the staying guests regarding their food requirements. The BHEL – ISG official at the Transit Flat may also place separate orders on the contractor for any official programmes / functions / special occasions. |
| | 2.1.4 | The contractor shall take care to provide healthy food to the guest as per the standard menu prescribed by BHEL – ISG. However, in exceptional cases, he may have to prepare food as specified by the guest for various medical grounds or other reasons. Special dinner as per the Menu decided by BHEL should be made available as and when requisitioned by BHEL for VIPs/Guests. |
| 2.2 | The contractor shall be responsible for procurement of raw materials and ingredients. First quality raw materials and ingredients shall be used in the preparation of food and beverages. Fresh vegetables and milk, standard beverages shall be used. The quality of the materials should be satisfactory to the officials of BHEL - ISG who may carry out random inspection. | |
| 2.3 | The contractor shall store sufficient quantity of high quality ingredients in the available place in the Transit Flats to ensure preparation of food items in time. The Contractor at his own risk shall make the procurement and storage. The Contractor should provide the food/catering services as per the needs of the guests at all time and should not refuse the same under any circumstances. | |
| 2.4 | <p>The timings for services shall be as informed by the Company. Generally the timings of various services are as indicated below :</p> <ul style="list-style-type: none"> • Bed tea/coffee shall be provided between 6.00 AM on 7.00 AM, on request • Breakfast shall be provided between 7.30 AM to 9.00 AM, on prior request. • Lunch shall be provided between 12.30 PM to 2.30 PM, on prior request • Dinner shall be provided between 8.30 P.M to 10.30 PM, on prior request | |
| 2.5 | Every food preparation shall be used for the specific service and the left- over food shall not be carried to next meal service. | |
| 2.6 | The contractor shall be responsible for serving of food and beverages in the dining room. Morning Tea / Coffee (un-mixed) will be served in respective rooms for the guests. Other room service shall be provided to VIPs on request and other guests in case they are not able to reach Dining Hall due to medical grounds & other reasons. | |
| 2.7 | The contractor shall provide efficient and prompt service to all members. | |
| 2.8 | The food preparation is to be done in a strict hygienic environment and matching process without any compromise. The staffs are also expected to be reporting for duty with good health and hygiene as well as washed & pressed uniforms. The workmen deployed for the above services should possess a valid health certification and the same to be renewed at every 12 months once. | |
| 2.9 | The contractor should ensure total cleanliness and regular cleaning of facilities in the kitchen. | |
| 2.10 | The contractor shall perform the service to the satisfaction of the Company officials. If any shortcoming is found, then on instruction from Company officials, the Contractor shall rectify the shortcoming immediately. | |
| 2.11 | The contractor shall ensure that he appoints well qualified & experienced cooks in all types of vegetarian food preparation. | |
| 2.12 | On special occasions like parties to be conducted at Transit Flats or in any of the company chosen place, the contractor shall be ready to undertake such parties. The contractor and the company shall work out special menu and rates for such occasions. | |

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| 2.13 | If BHEL – ISG requires for procurement of any food items/beverages from outside Agency/Restaurants etc., the contractor shall arrange for the same and claim the actual expenditure against submission of bill/invoice for such expenditure, in his regular bills. |
| 2.14 | The contractor shall attend to any or all catering requirements whether covered contractually or otherwise, at a pre-determined price laid out in the contract or mutually agreed upon thereafter. |
| 2.15 | The contractor may inspect the kitchen equipment, crockery and cutlery, available with BHEL - ISG. The Contractor is free to use any of the available facility in the Transit Flats. For any additional requirement, the contractor may bring his own equipments. |
| 2.16 | Routine cleaning and proper upkeep and handling of kitchen equipment required for food production will be the contractor's responsibility. |
| 2.17 | All cooking fuel costs/gas refilling charges, will be borne by the contractor. The contractor shall co-ordinate the booking & procurement of cylinders in time |

3. HOUSE KEEPING

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| 3.1 | The number of rooms available in the transit flats and the area of lounge, dining halls etc., are given separately. The contractor, before submitting his offer, may visit the place for his own assessment. |
| 3.2 | The contractor shall provide the following materials to the guests as and when they check-in as per the following details : <ul style="list-style-type: none"> • 1 No. Shampoo sachet (Branded) per visit/room • 1 No. Tooth brush (branded) per visit / person • 1 No. Toothpaste (Branded) per visit / room |
| 3.3 | The contractor shall arrange to keep one English Newspaper i.e., Times of India or Deccan Herald; Economic Times, India Today and Business Today in Living room for the use of Guests, in each Transit Flat and in VIPs room during the stay of VIP. Procurement of newspapers for rooms are occupancy-based and not on regular basis. Expenditure towards newspaper will be facilitated & amount will be paid by the contractor and the same will be got reimbursed from BHEL – ISG in his monthly bill upon production of original bills/documents. |
| 3.4 | All the rooms shall be kept neat and tidy always to enable BHEL – ISG to allot the rooms at any time. |
| 3.5 | The contractor shall be responsible for providing fresh and clean beds, bedspread and cleaning of all rooms daily. All rooms, bathrooms and toilets are to be cleaned with high quality disinfectants. Ceilings, ceiling fans, windows, glasses and furniture to be cleaned once in a week. All the necessary housekeeping materials for the performance of service shall be procured by the contractor periodically and claimed from BHEL – ISG against submission of GST complied bills/Invoice. |
| 3.6 | Room freshers and deodorants facilities to be made available in all the rooms, toilets, lounges and all common toilets. They may be replenished immediately whenever required. |
| 3.7 | The contractor shall maintain high standards of cleanliness and hygiene throughout the Transit Flats. |

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| 3.8 | During the visit of VIPs, Contractor shall arrange for fruit Basket & Flower arrangement in VIP Rooms. Expenditure towards the same may be claimed from BHEL in his monthly bills. |
| 3.9 | The contractor's men shall take care of the wall calendars, clocks, etc., provided in the transit flats rooms and others places, including taking care of changing batteries as and when required. |
| 4 | Rooms to be regularly checked for bed, hand towel, bath towel, soap, shampoo, water, functioning of TVs, ACs, Geysers, UPS, Refrigerator and bathroom fittings, bulbs etc. |
| 5 | The contractor shall ensure the proper functioning of all systems in the transit flats such as electrical, electronics and water supply. Should there be any requirement of attending to emergency problems which are minor in nature, he shall arrange to call the qualified person in the respective field and get the problem solved. Expenditure, if any, towards the same may be claimed in his monthly bills. |

4. LAUNDRY

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| 4.1 | The contractor shall provide all management, manpower, materials and systems for efficient and timely laundry service for the Transit flats. |
| 4.2 | <p>Bed linen and towels should be regularly washed and kept in clean condition for use and guest should be issued the Bath Towels and Bed linen as per the following schedule :</p> <ul style="list-style-type: none"> • Fresh bath towel once in two days • Change of Bed Linen once in two days • Change of Pillow covers once in two days • Cleaning of room and washroom on daily basis <p>Washing of table cloths, curtains, sofa covers, blankets etc., are to be carried out based on needs as and when instructed by BHEL which will be at least once in six months.</p> |

5. GENERAL ADMINISTRATION

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| 5.1 | Guest Occupancy Register provided by BHEL – ISG shall be kept in safe custody of Caretaker. As soon as the guest enters the Transit Flats necessary entries are to be obtained. |
| 5.2 | An attendance register to be maintained for the attendance of the staff deployed in Transit Flats. Contractor is required to maintain the attendance & wage register, ESI, PF Challans, etc. for Company inspection as and when demanded by the Company Representative. |
| 5.3 | Daily boarding charges are to be maintained without overwriting for the provision of food to the guests. |
| 5.4 | A file to be maintained for preserving the room reservation slips. |
| 5.5 | Room rent and boarding bills books are to be maintained. |
| 5.6 | Asset Register 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 the Company. Hence, the Contractor shall assume full responsibility for maintaining all movable properties of BHEL – ISG located inside the transit flats. In case of any shortage, damage etc., the contractor is liable for replacement of the same at his cost. |
| 5.7 | Statement of food provided, bills received and submitted, etc are to be maintained by the contractor. |

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| 5.8 | The contractor shall perform all catering and housekeeping work in a thorough, efficient, professional manner with due diligence and care according to industry norms and standards, in conformity with applicable local laws and regulations and Company's own procedures and instructions. The Contractor shall perform the service to the satisfaction of the Company and if any shortcoming is found, then on instruction the contractor shall rectify the shortcoming immediately. |
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| <p>5.9 RAW MATERIAL STANDARDS: The contractor shall ensure that high quality ingredients and variety of quality vegetables are always procured for preparation of eatables. For all food preparation, double refined cholesterol – free and Agmark oil is to be used. As far as possible for all other preparations Agmark or any other standard products are to be used. The Company's authorised official has the right to test the quality of food, reject any ingredient that may be found to be sub-standard. All raw materials used should be free from adulteration or any foreign material. The contractor should also ensure that the used edible oil is not re-used for any other cooking purpose.</p> |
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| <p>5.10 HYGIENCE STANDARDS: The contractor should ensure the health and hygiene of the workers employed by him and ensure periodical medical check-up at least once in twelve months.</p> |
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| <p>5.11 Facility provided by BHEL – ISG broadly include</p> |
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| 1. Modular self – contained kitchen with all necessary facilities like gas stoves, cylinders, grinder, refrigerators, microwave oven, etc. |
| 2. Crockery and cutlery sets. |
| 3. Furniture in rooms, dining halls, lounges, office rooms, etc. |
| 4. Electronic Appliances like TVs, ACs, Geysers, Microwave-oven, UPS, Refrigerators, etc. |
| 5. Gas connection with stove and two cylinders. However, refilling of gas cylinder including the costs of such refilling shall be borne by the Contractor. |

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| <p>5.12 All the available capital equipment will be given as-is, where-is condition. If any specific requirement for such equipment is there from the contractor's side, BHEL will decide on case-to-case basis. The crockery and cutlery are available and will be replenished once in a year against breakages in the normal use.</p> |
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| <p>5.13 Any loss, theft, damage or breakage of the items entrusted to the Contractor will be borne by the contractor.</p> |
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| <p>5.14 The Contractor will have full responsibility of proper upkeep, maintenance (including spares replacement of equipments) and custody of the equipments / vessels etc, handed over to him by the company.</p> |
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| <p>5.15 All the items supplied by the company at its expense for the purpose of running Transit Flats will be company's property for all intents and purposes.</p> |
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5.16 The losses due to breakage / theft / damage or loss of any such materials / equipment / fixtures / furniture or damage due to poor and reckless handling shall be recovered from the Contractor all full cost. In regard to natural wear and tear of any such items, the decision of the company shall be final and binding on the Contractor. Damages / breakages in crockeries due to natural causes will be leniently viewed by BHEL – ISG. However, the contractor shall maintain records for all such damages / breakages.

6.0 PERSONNEL

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| 6.1. | The contractor shall maintain sufficient Qualified / Trained competent catering Personnel on the job to ensure smooth operation of the services as set forth in the Scope of Work and Services. This will include but not limited to : |
| | a. All labour necessary to prepare and serve all meals of different cuisines including continental and to maintain the Transit Flats rooms etc., in total cleanliness and hygiene condition, and |
| | b. All clerical, supervisory and management personnel necessary for catering and allied operations. |
| 6.2. | The contractor, as per the Abolition of Child Labour Act, 2006, shall not engage a person below the age of 18 years. |
| 6.3. | The contractor shall be solely responsible for providing all requirements of his labourers, including |
| | a. Payment of wages and all allowances. |
| | b. Collection and payment of all taxes on behalf of his employees and any other statutory requirements such as PF , ESI or insurance Coverage etc., made by any Government Authority having jurisdiction. |
| | c. Prompt replacement of any personnel whose performance is unsatisfactory or whose presence is considered as detrimental to Company's interests. |
| | d. All insurance and safety aspects pertaining to contractor's employees are the contractor's liability. |
| | e. The personnel employed by the contractor shall be healthy in all respects and shall produce medical certificates to substantiate the same as required by the company / company's medical officer. Medical check-up shall be done once in six months. BHEL – ISG is at liberty to subject any personnel employed by the contractor to medical check up by BHEL – ISG doctor / any other authorised doctor at any time. |
| 6.4. | The contractor shall ensure that all his employees turn out in clean, appropriate uniforms and shoes, at all times on duty. The personnel shall wear caps while serving food. The contractor shall provide the necessary uniforms, which shall be white shirt with Bow & Black pant. However, BHEL will be at liberty to change the colour scheme when the issue of uniform is next due. |

7.0 CONTRACTOR'S PERSONNEL

7.1 The contractor shall maintain necessary Qualified / Trained competent personnel in each category of work. They should meet all the requirements and fulfil all the activities mentioned in the schedule.

7.2 The contractor shall employ only male personnel for all areas of operations, except for Sweeping, Mopping, Washing & Cleaning of vessels for which he may consider female personnel also. However, the contractor, in case of engaging any female personnel for the above purpose, should ensure that they either don't work during night shift or don't stay inside the Transit Flats during night times.

7.3 The Company has no responsibility whatsoever on the Contractor's employees and the Contractor will be solely responsible for managing his employees. In this event of any dispute between the Contractor and his employees, the Contractor alone will be responsible for settlement of any claim and consequences that may arise out of any such dispute whether statutory or otherwise.

7.4 The contractor will be solely responsible for the operation of the Transit Flat. However, the operation will be monitored by the designated officials of the company. The contractor will also ensure availability of a responsible person on round-the-clock basis for contract by the designated officials of the company.

7.5 The contractor shall engage sufficient number of competent employees for running the Transit Flat on round-the-clock basis. Expenses on account of payment of salary / wages / providing of food / eatables for contractor's employees / Uniform / Personal Protective Equipments, and other benefits including statutory payments like PF, ESI or Insurance Coverage, Holiday wages, Gratuity, Bonus, etc., to the contractor's employees shall be met by the Contractors. The Contractor shall have full control over his employees including the right including the right to appoint, determine service conditions, discharges, dismiss, or otherwise terminate their services at any time. The Contractor shall be solely responsible for any claim arising out of employment or termination of his employees and for statutory payments.

7.6 A contractor shall employ such personnel who are medically fit. The company has the right to direct the contractor to remove from the premises his personnel who are found to be unfit on physical, hygienic, clinical, medical or disciplinary grounds.

7.7 The contractor shall comply with the provisions of the Factories Act 1948, Contract Labour (regulation and abolition) Act 1970, Abolition of Child Labour Act 2006, ESI Act 1948, Workmen's Compensation Act 1923, Employees Provident Fund and Miscellaneous Provisions Act 1952, Minimum Wages Act 1948, Payment of Wages Act 1936, Payment of Bonus Act 1965, Payment of Gratuity Act 1972, Catering Establishment Act, Industrial Establishment, (National & Festival Holidays) Act 1958 and Rules where under or any other Laws and Rules as may be applicable to the contract workmen from time to time. The contractor shall produce registers and records and comply with other directions issued by the company for compliance of the statutory provisions wherever applicable.

7.8 The contractor shall fully indemnify BHEL – ISG for any default or non-observance by the contractor or any of his representatives of any of the provisions of the above mentioned enactments and the rules framed there under. Even through the contractor shall be solely liable for settlement of any claim made by any person due to the non-observance by the Contractor of any of provisions otherwise of the enactments cited BHEL – ISG reserves its right to settle directly any amount due by the Contractor as mentioned above and to recover such amounts from any of the amounts payable by BHEL – ISG to the Contractor or in the absence of the same as debt due to BHEL – ISG by the Contractor.

7.9 The contractor shall, whenever required by the company or Govt. officials authorised under the statutes, produce for inspection, all forms, registers ad other records required to be maintained under various statues.

7.10 The contractor shall produce documentary evidence in proof of effecting the said statutory payment like PF, ESI, Bonus, etc., wherever applicable. Non-observance of the provisions will be construed as default by the contractor to make such payment, and payment of his bill will be withheld.

7.11 The company will not make any separate payment towards the expenses incurred by the Contractor for complying with the above or any of the statutory provisions regarding their employees. BHEL has the right to settle any such dues by Statutory Authorities in case of any demand by the Authorities and the same will be recovered from the bills of the Contractor or any other bills payable to the Contractor including adjusting the same from SD with applicable Overheads.

7.12 The Contractor shall comply with all operational rules and regulations, including security & disciplinary rules framed by the company and made applicable to the whole or part of the premises, wherein the Contractor or his employees happen to be operating / working. In the event of any of the Contractor's employees violating the said rules and regulations or in any way becoming objectionable to company, the contractor shall remove forthwith such employees from the company's premises and indemnify BHEL – ISG for any loss on such violation of the rules and regulations.

8.0 PERIOD OF CONTRACT

8.1 The contract shall commence from the date of awarding the contract by BHEL and shall remain in force for a period of **TWO YEARS. Tentative date of commencement 01.12.2019**

8.2 The company reserve the right to extend the period of contract for a further period of up to one year on terms mutually agreed upon.

8.3 BHEL shall reserve the right to terminate the agreement by giving three calendar month's notice in writing.

9.0 RISK PURCHASE CLAUSE.

9.1 Notwithstanding anything contained in any other clause, BHEL- ISG reserves the right to terminate the contract due to any failure on the part of the Contractor in discharging his obligations under the contract or in the event of contractor becoming insolvent or going into liquidation. The decision of the BHEL- ISG about the failure on the part of the Contractor shall be final and binding on the Contractor.

9.2 If there is any stoppage of service, for any reason, the Contractor is liable for penalty action towards cost of outside procured food charges plus handling charges will be recovered at 15%.

9.3 In the event of any failure on the part of the Contractor, BHEL- ISG shall have the right, without any prejudice, to get the work done through any other alternate agency at the risk and cost of the Contractor. The additional cost, loss, if any incurred by BHEL- ISG along with handling charges at 15% on such additional cost will be payable /recovered from the Contractor.

10.0 ACCOUNTING AND PAYMENT TERMS:

10.1 The Contractor is fully responsible for the Cash Inflow in terms of money collected from the guests. In respect of guests identified by the company the cost towards such expenses will be reimbursed on production of sufficient documentary evidence.

10.2 The Contractor should properly account for the food items served to the guests which may be counter checked as per customer feedback or any other maintenance record at Transit Flat.

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

10.4 The Contractor is fully responsible for the wastages of food items prepared at the Transit Flats. So, any wastage of food items will have to be borne by the Contractor.

11.0 PAYMENT TO THE CONTRACTOR.

The Contractor shall raise the bill on completion of every month, which should be duly certified by the BHEL- ISG's official at the Transit Flats and the payment shall be made within 30 days from the date of submission of complete bill with supporting documents.

12.0 SUBLETTING

The contractor shall not sublet, transfer or assign the contract or any part thereof without the previous written approval of Head (HR) of the company to any other person/company/ organization.

13.0 HOW TO QUOTE:

13.1 Tender documents consist of Part 'A' and Part ' B'(Annexure I) as detailed below:

Part ' A ' : Pre-qualification bid (un-priced commercial bid)

Part ' B ' : Price bid.

13.2 Part ' A ' must be duly completed and sealed along with earnest money deposit (EMD) in a separate envelope superscribed " Part ' A' = Pre-qualification Bid " . The tenderer shall expressly accept all the terms and conditions of the tender. Alternatively, the tenderer should list deviations from the terms and conditions given in the tender documents. The tender which does not comply with BHEL-ISG's terms and conditions may be rejected as Non-Responsive.

FOOD RATE CHART is a binding document which has to be accepted by all the vendors. The rates for food shall be charged as per the FOOD RATE CHART BY BHEL-ISG AT SL.NO. 15 OF THIS DOCUMENT.

13.3 Part 'B'(Annexure I) must be duly completed and sealed in a separate envelope superscribing "Part' B' = Price bid "for ISG Transit Flats. The scope and general terms and conditions should be attached to this with each page duly signed as a token of acceptance.

13.4 Part 'B'(Annexure I) - the price bid should not carry any condition and commercial term. Price / rate only should be quoted in clear terms in the format given by BHEL.

13.5 Part 'B'(Annexure I) - price bids will be opened only in respect of those tenderers who are qualified in the pre-qualification bid.

13.6 The tender forms both Part ' A ' & ' B' (Annexure I) duly filled in all respects shall be signed on each page by the tenderer. Any alteration, erasure or over-writing will render the tender invalid. Alteration neatly carried out and duly attested by full signature of the tenderer however is permitted.

13.7 The tenderer should submit the tender documents intact without detaching any page or pages.

13.8 Name of the tenderer should be written on the sealed envelope.

13.9 Tender documents consisting of Part 'A' & ' B'(Annexure I) are to be duly sealed in two separate inner covers. The two inner covers should be sent in a sealed outer cover superscribing "Maintenance, Catering & House Keeping Service in Transit Flats at Ranka Corner Apts." to the Common (MM), INDUSTRIAL SYSTEMS GROUP, Prof. CNR Rao Circle, PB No. 1249, IISc Post, Malleswaram, BENGALURU-560012.

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13.10 Part ' A ' of tender form will be opened at 15.00 hours the same day in the presence of tenderers /their authorised representatives who choose to be present for the tender opening. Tenderers will be evaluated further and who are found to meet the pre-qualification criteria will be intimated to attend the tender opening of Part ' B ' (Annexure- I) i.e. the Price Bid at a date to be notified separately. Part ' B ' (Annexure- I) will be opened at the specified date in the presence of the tenderers / representatives who are notified to attend the tender opening.

13.11 The tenders may be deposited in the TENDER BOX kept in the Reception Area of INDUSTRIAL SYSTEMS GROUP, Prof. CNR Rao Circle, PB No. 1249, IISc Post, Malleswaram, BENGALURU-560 012 between 8.00AM and 4.00 PM (Monday to Saturdays). The Receptionist may be contacted in case of problem in identifying the correct tender box.

13.12 For further details or clarifications, if any, the AGM (MM), INDUSTRIAL SYSTEMS GROUP, Prof. CNR Rao Circle, PB No. 1249, IISc Post, Malleswaram, BENGALURU - 560012 may be contacted in person or through telephone (080-22184047).

13.13 BHEL reserves the right to assess the capacity and capability of the parties for pre-qualification. The company also reserves the right to accept any or reject any/ all the tenders or any part thereof at any stage of process without assigning any reason thereof. The company has no obligation to accept the lowest tender. BHEL- ISG's decision in this regard shall be final and binding.

14.0 PRICE BID:

14.1 The tenderers are required to submit their quotation for the items listed in Part ' B '. The labour cost will include the minimum wages payable to the employees by the Contractor, and also statutory payments such as ESI or Insurance coverage, PF, Bonus, EL, Incidentals like cost of food supplied to the workmen, uniform and all other statutory and non statutory benefits to the persons employed by him.

14.2 Catering charges - the rate for each unit of food items as fixed by BHEL shall include material and fuel cost only. The labour cost for food preparation shall be covered under fixed service charges for providing man power. Only non-consumables such as cutlery, cookware, serving items, will be provided by BHEL. Raw materials such as groceries, etc. And fuel to be arranged by Contractor and related expenses to be borne by the Contractor. The Contractor should serve the food to the guest as and when required and collect the rates either from the Guest or BHEL, as the case may be, as per the food charges fixed by BHEL.

14.3 The rates for food shall be charged as per the FOOD RATE CHART given below and receipt for the cash paid shall be given to the guest with a copy to BHEL-ISG.

15.0 FOOD RATE CHART:

| Sl No | Item Description | Unit | Selling Price Estimated Rs. |
|--|---|---------------------------------|-----------------------------|
| 1 | Coffee / Tea / Milk (180 ml) (PS: Decoction, Sugar, Milk to be served separately in specified crockery's to all the guests) | Per Cup | 10 |
| 2 | Fresh lime juice with salt or sugar (200 ml) | Per Glass | 12 |
| 3 | Mineral Water (Any Reputed Brand) | 1 Litre Bottle | 20 |
| 4 | Breakfast : | | |
| 4.1 | Idli | Per head for unlimited quantity | 50 |
| 4.2 | Vada | | |
| 4.3 | Masala Dosa or Onion Dosa OR | | |
| 4.4 | Tomato Oothappam OR | | |
| 4.5 | Poori Saagu / Palaya | | |
| For all the above items chutney to be provided. In addition for item 4.1; 4.2; 4.3 & 4.4 sambar has to be provided | | | |
| 4.6 | Cornflakes with milk & sugar | 1 Bowl | 25 |
| 4.7 | Bread Slices with Jam & Butter | 4 Slices | 25 |
| 4.8 | Vegetable Grilled Sandwich with Cheese & Butter | 4 Slices | 30 |
| 5.0 | Lunch / Dinner : (Veg - Meals Consisting of) | | |
| | Chapathi / Tandoor Roti | Per head for unlimited quantity | 70 |
| | Plain Rice | | |
| | Vegetable curry or Palya or Saagu from fresh seasonal | | |
| | Vegetable / Green leaves | | |
| | Dal fry | | |
| | Sambar | | |
| | Rasam | | |
| | Curd | | |
| | Papad & Pickle | | |
| a. | Any vegetable soup (200 ml) | 1 Bowl | 20 |
| b. | Chapathi / Phulka / Poori | Each | 12 |
| c. | Vegetable Curry | 1 Bowl | 25 |
| 6.0 | a. Vegetable Salad | One Plate | 18 |
| | b. Vegetable fried rice / Pulav | One Plate | 45 |
| | c. Curd Rice | One Plate | 15 |
| | d. Plain Rice | One Plate | 15 |
| | Total Price Rs : | | 392 |

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16.0 VALIDITY OF RATES:

The Bidder's Offer should be valid for 90 days from the date of opening of the tender. The rates of successful bidder should be valid for two years from the date of commencement of the contract.

I/We have read the General Information, Scope of Work, Terms & Conditions explicitly mentioned above from Page No. 1 to Page No. 16 and accept the same to execute the contract, if awarded

SIGNATURE & SEAL OF THE TENDERER

Tender No. Ref: IS: 91: Transit flat/ 2019-20

Dated: 31.08.2019

PART " A "



BHARAT HEAVY ELECTRICALS LIMITED
INDUSTRIAL SYSTEMS GROUP
Prof. CNR Rao Circle, P B No. 1249,
II Sc Post, Malleswaram,
BENGALURU – 560 012

PHONE NO. 080 – 22184114
FAX NO. 080 – 23562713

PART "A " - PRE – QUALIFICATION BID

IMPORTANT NOTE:

| | |
|-----|--|
| 01. | Please read "Scope and general terms & conditions" before filling up this form. |
| 02. | Attach documentary evidence wherever asked for. |
| 03. | Attach the complete set of Scope, Terms & Conditions (From Page 1 to 16) duly signed by you. |
| 04. | Complete the format in all respects with signature on each page. |
| 05. | If space provided in the format is not sufficient, please provide the information in a separate sheet. |
| 06. | Those who are qualified for "Pre-qualification Bid" alone will be considered for opening of " Price Bid ". |

Dated: 03.08.2019

PART " A "

PART "A " - PRE – QUALIFICATION CRITERIA

| | |
|-----|---|
| (A) | The Agency should be a legal entity registered under the Karnataka Shops & Commercial Establishment Act, 1961 or with Registrar of Companies to provide services of manpower, Housekeeping, catering, services in Transit Flats, Guest Houses, etc. (labour, material & service) |
| (B) | The Average Annual Financial turnover during the last three years ending 31 st March 2019 should be at least Rs. 9.38 Lakhs. To this effect, the contractor should produce Annual Report (Balance Sheet, Profit & Loss Account) of last three years (2016-17, 2017-18 and 2018-19). If audited balance sheet and P&L Account for the year 2018-19, is not available, then provisional statement may be produced). |
| (C) | <p>Should have experience of having successfully executed similar works (i.e. providing & maintaining Transit Flat labour, material & service and other related works) during the last seven years ending last day of the month prior to this tender, should be either of the following:</p> <p>(i) Three similar completed works costing not less than the amount Rs.12.51 Lakhs; (ii) Two similar completed works costing not less than the amount of Rs. 15.64 Lakhs; (iii) One similar completed work costing not less than the amount of Rs. 25.03 Lakhs.</p> <p>[The proof of the same shall be produced along with the Techno-Commercial Bid (e.g. Catering Contract copies, References of companies / Organizations to whom the services were provided)]</p> <p>Similar works refer to:</p> <ol style="list-style-type: none"> 1. Maintenance of Guest houses, transit flats, Hotels, Hostels. 2. Catering arrangements for Guests in Guest House/Hospitality Industry/Hotel Industry |
| (D) | The Agency should have ESI & PF code Numbers under its Firm Name |
| (E) | The Agency should have PAN/GST number |
| (F) | The Agency should have full-fledged Office in Bangalore with enough employees managing the office and be available for BHEL to contact through phone or in person, during the regular office timings and also after office hours. For this purpose the details of land-line telephone numbers, mobile telephone numbers, fax/e-mail should be made available. |
| (G) | The Agency should have Bank Account Number in its Name and shall provide the account details in the techno-commercial bid. Payments towards this contract will be made only to the Agency Bank Account Number through NEFT / RTGS mode. |
| (H) | The Agency should have GST registration number in the Firm's Name. The Agency should note the points mentioned in Tender Evaluation Criteria, while submitting the offer and comply as required. |
| (I) | BHEL reserves the right to reject the offers even though the above criteria are fulfilled by the tenders, if BHEL come across any unsatisfactory /poor performance of the tender any contract with BHEL or with any other party. |

Tender No. Ref: IS : 91: Transit Flat /20 19-20

Dated: 31.08.2019

PART " A "

PART "A " - PRE – QUALIFICATION BID

| | | | |
|-----|--|---|--|
| (A) | Name & Address of the Tenderer | : | |
| (B) | Whether Individual or Company or Partnership Firm? | : | |
| (C) | Name & address of Directors and / or Partners (In case of Company or Partnership firm) or name & address of the Proprietor (s) in the case of sole proprietorship firm. (Documentary evidence to be enclosed). | : | |
| (D) | Experience : (Use separate sheets wherever necessary) | : | |
| | 1) Transit Flats General & VIP catering services. (particulars to be given with reference). Documentary evidence to be enclosed. | : | |
| | 2) Transit Flats House Keeping services (particulars to be furnished with documentary evidence. Quotation without documentary evidence for required experience shall be rejected). | : | |

Tender No. Ref: IS : 91: Transit Flat 19-20

Dated : 31.08.2019

PART " A "

PART "A " - PRE – QUALIFICATION BID

| | | | |
|-----|--|---|--|
| (E) | No. of employees proposed to be employed with break up details for the following (Fixed Service Charges Round- the - Clock Basis) | : | |
| | One Care Taker | : | |
| | Three Waiters | : | |
| | One Cook | : | |
| | Two House keeping boys (8 Hours) | : | |
| (F) | Total number of employees presently employed by the tenderer in the Transit Flats maintenance and catering contracts. | : | |
| (G) | EARNEST MONEY DEPOSIT | : | |
| | Demand Draft Number & Date | : | |
| | Drawn On | : | |
| | | | (EMD will be refunded to the unsuccessful bidders only after awarding the job contract) |
| (H) | Name of Bankers | : | |
| (I) | Provident Fund Code No | : | |
| | ESI Code No. | : | |
| | Income Tax PAN NO. | : | |
| (J) | Whether the tenderer has been issued with a license under the Contract Labour Regulation & Abolition Act? If so, furnish the details. | : | |
| (K) | Positive Working capital of the contractor Audited Financial Statement | : | |
| (L) | Is the contractor an Income-Tax Assessee? If so, Income-Tax Returns to be produced. | : | |
| (M) | Have the accounts of the Firm / Company been audited for the previous year. If so, furnish a copy of audited accounts of the previous three years. | : | |

Tender No. Ref: IS:91:Transit Flat/ 2019-20

Dated : 31.08.2019

PART " A "

PART "A " - PRE – QUALIFICATION BID

| | | | |
|-----|---|---|----------------------------------|
| (N) | Whether the Part "B" - "Price Bid" is submitted. | : | YES/NO |
| (O) | If the contract is awarded, by what means do you propose to furnish the Security Deposit as explained above in the General Information sheet. | : | Cash remittance / Bank Guarantee |
| (P) | Any other information the tenderer may like to furnish. | : | |

DECLARATION

I / We hereby declare that I / We have not been banned and de-listed by any Government Department / Financial Institution / have not been convicted by any Court of Law.

Signature
(Name & Address of the Tenderer
with Official Seal)

Place:

Date:

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| WAGES CALCULATION SHEET FOR SL.NO. 1-4 of BHEL ESTIMATE FOR GUEST HOUSE MAINTENANCE CONTRACT FOR A PERIOD OF 24 MONTHS W.E.F 01.12.2019 | | | | | |
|--|--|---------------------------|-----------------|-----------------|-----------------------------|
| 1. The cost of 2 sets of Uniform is calculated as : 1 Shirt piece- Rs. 200, 1 Pant piece-Rs. 150. Cost of 2 sets - Rs. 700/- plus stitching charges Rs. 700 per set. Total is Rs. 2100. plus Rs. 50 washing charges per month. Therefore Rs. 2700/- per annum. (Rs. 225/- per month) | | | | | |
| 2. VDA measured payable for the period from 01.12.2019 is 1785.60. In 2017 VDA was 1275.60. The increase in 2 yrs 1785.60 - 1275.60 =510/-. Therefore per annum increase from 2020 is taken as Rs. 255/- | | | | | |
| FOR THE PERIOD 01.12.2019 to 31.03.2020 - 4 months | | | | | |
| Sl.No | Cost Break Up | Care Taker/Supervisor | Waiter | Cook | House Keeping Boy / Cleaner |
| 1 | Basic | 11700.00 | 10400.00 | 11830.00 | 10010.00 |
| 2 | VDA | 1785.60 | 1785.60 | 1785.60 | 1785.60 |
| 3 | Sub Total A | 13485.60 | 12185.60 | 13615.60 | 11795.60 |
| 4 | Leave with wages (sub total *12/365*1.25 | 554.20 | 500.78 | 559.55 | 484.75 |
| 5 | Sub Total B | 14039.80 | 12686.38 | 14175.15 | 12280.35 |
| 6 | ESIC 3.25% on Sub total B | 456.29 | 412.31 | 460.69 | 399.11 |
| 7 | PF 13.00% on Sub total B | 1825.17 | 1649.23 | 1842.77 | 1596.45 |
| 8 | Bonus 8.33% on Basic+VDA (Sub Total A) | 1123.35 | 1015.06 | 1134.18 | 982.57 |
| 9 | Total CTC | 17444.62 | 15762.98 | 17612.79 | 15258.48 |
| 10 | cost of the uniform (2sets) | 225.00 | 225.00 | 225.00 | 225.00 |
| 11 | Sub Total D | 17669.62 | 15987.98 | 17837.79 | 15483.48 |
| 12 | | 0.00 | 0.00 | 0.00 | 0.00 |
| 13 | Total cost | 17669.62 | 15987.98 | 17837.79 | 15483.48 |
| 14 | Manpower | 1 | 3 | 1 | 2 |
| 15 | Grand Total Rs. | 17669.62 | 47963.93 | 17837.79 | 30966.96 |
| 16 | For period 01.12.2019 to 31.03.2020 - 4 months | Per Month Grand Total Rs. | | | 114438.29 |
| | | Grand Total Rs. | | | 457753.18 |

| FOR THE PERIOD 01.04.2020 - 31.03.2021 - 12 months | | | | | |
|--|--|-----------------------|-----------------|-----------------|-----------------------------|
| Sl.No | Cost Break Up | Care Taker/Supervisor | Waiter | Cook | House Keeping Boy / Cleaner |
| 1 | Basic | 11700.00 | 10400.00 | 11830.00 | 10010.00 |
| 2 | VDA | 1785.60 | 1785.60 | 1785.60 | 1785.60 |
| 3 | Anticipated Addl. DA (01.04.2020-31.03.2021) | 255.00 | 255.00 | 255.00 | 255.00 |
| 4 | Sub Total A | 13740.60 | 12440.60 | 13870.60 | 12050.60 |
| 5 | Leave with wages (sub total *12/365*1.25 | 564.68 | 511.26 | 570.02 | 495.23 |
| 6 | Sub Total B | 14305.28 | 12951.86 | 14440.62 | 12545.83 |
| 7 | ESIC 3.25% on Sub total B | 464.92 | 420.94 | 469.32 | 407.74 |
| 8 | PF 13.00% on Sub total B | 1859.69 | 1683.74 | 1877.28 | 1630.96 |
| 9 | Bonus 8.33% on Basic+VDA (Sub Total A) | 1144.59 | 1036.30 | 1155.42 | 1003.81 |
| 10 | Total CTC | 17774.48 | 16092.84 | 17942.65 | 15588.34 |
| 11 | cost of the uniform (2sets) | 225.00 | 225.00 | 225.00 | 225.00 |
| 12 | Sub Total D | 17999.48 | 16317.84 | 18167.65 | 15813.34 |
| 13 | | 0.00 | 0.00 | 0.00 | 0.00 |
| 14 | Total cost | 17999.48 | 16317.84 | 18167.65 | 15813.34 |
| 15 | Manpower | 1 | 3 | 1 | 2 |

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| | | | | | |
|----|--|---------------------------|----------|----------|------------|
| 16 | Grand Total | 17999.48 | 48953.51 | 18167.65 | 31626.69 |
| 17 | For Period 01.04.2020-31.03.2021 - 12 months | Per Month Grand Total Rs. | | | 116747.32 |
| | | Grand Total Rs. | | | 1400967.89 |

| FOR THE PERIOD 01.04.2021 - 30.11.2021 - 8 months | | | | | |
|---|--|---------------------------|-----------------|-----------------|-----------------------------|
| Sl.No | Cost Break Up | Care Taker/Supervisor | Waiter | Cook | House Keeping Boy / Cleaner |
| 1 | Basic | 11700.00 | 10400.00 | 11830.00 | 10010.00 |
| 2 | VDA | 1785.60 | 1785.60 | 1785.60 | 1785.60 |
| 3 | Anticipated Addl. DA (01.04.2020-31.03.2021) | 255.00 | 255.00 | 255.00 | 255.00 |
| 4 | Anticipated Addl. DA (01.04.2021-30.11.2021) | 255.00 | 255.00 | 255.00 | 255.00 |
| 5 | Sub Total A | 13995.60 | 12695.60 | 14125.60 | 12305.60 |
| 6 | Leave with wages (sub total *12/365*1.25 | 575.16 | 521.74 | 580.50 | 505.71 |
| 7 | Sub Total B | 14570.76 | 13217.34 | 14706.10 | 12811.31 |
| 8 | ESIC 3.25% on Sub total B | 473.55 | 429.56 | 477.95 | 416.37 |
| 9 | PF 13.00% on Sub total B | 1894.20 | 1718.25 | 1911.79 | 1665.47 |
| 10 | Bonus 8.33% on Basic+VDA (Sub Total A) | 1165.83 | 1057.54 | 1176.66 | 1025.06 |
| 11 | Total CTC | 18104.34 | 16422.70 | 18272.51 | 15918.20 |
| 12 | cost of the uniform (2sets) | 225.00 | 225.00 | 225.00 | 225.00 |
| 13 | Sub Total D | 18329.34 | 16647.70 | 18497.51 | 16143.20 |
| 14 | | 0.00 | 0.00 | 0.00 | 0.00 |
| 15 | Total cost | 18329.34 | 16647.70 | 18497.51 | 16143.20 |
| 16 | Manpower | 1 | 3 | 1 | 2 |
| 17 | Grand Total | 18329.34 | 49943.09 | 18497.51 | 32286.41 |
| 18 | For Period 01.04.2021-31.08.2021 - 8 months | Per Month Grand Total Rs. | | | 119056.35 |
| | | Grand Total Rs. | | | 952450.83 |

| | Care Taker/Supervisor (1No.) | Waiter (3No.) | Cook(1No.) | House Keeping Boy / Cleaner (2 No.) |
|--|------------------------------|-----------------|-----------------|-------------------------------------|
| For 1st year 01.12.2019 to 31.03.2020 - 4 months | 70678.48 | 191855.70 | 71351.14 | 123867.85 |
| For Period 01.04.2020-31.03.2021 - 12 months | 215993.79 | 587442.11 | 218011.77 | 379520.22 |
| For Period 01.04.2021-30.11.2021 - 8 months | 146634.75 | 399544.75 | 147980.07 | 258291.26 |
| Average rate per month Rs. | 18054.46 | 49118.44 | 18222.62 | 31736.64 |

| | |
|---------------------------------|--------------------|
| Average cost Per Month | 117132.16 |
| Total cost for 24 Months | 2811171.889 |

Note ;

(1) Employer's ESI contribution @ 3.25% considered

(2) Employer's PF contribution @ 13% considered

(3) Anticipated Addl DA for 2020-21 and 2021-22 are 255/-. However, it shall be paid as per actuals.

ENQ NO:88/19/7015/NIL

Annexure to Arbitration Clause of Commercial Terms & conditions:

All questions and disputes/difference relating to the meaning of the specifications, design, drawings and instructions and or interpretation of the contract or its clauses and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawing, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration appointed by the Chairman & Managing Director/Executive Director (Incharge of the Unit) / General Manager (Incharge of the Unit) / concerned Additional General Manager of the Unit of BHEL. The cases referred to arbitration shall be other than those for which the decision of the Dy. General Manager / Sr. Manager /Project Manager/Manager/Sr. Engineer/Engineer, is expressed in the contract to be final and conclusive. The arbitrator to whom the matter is originally referred being unable to act for any reason, Chairman & Managing Director/Executive Director (Incharge of the Unit) / General Manager (Incharge of the Unit) / concerned Additional General Manager of the Unit of BHEL, shall appoint another person to act as sole arbitrator and such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

Subject as aforesaid the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings.


It is a term of the contract that the party invoking arbitration shall specify the dispute or disputes including specifying the quantum of financial claim, if any, to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.

The arbitrator (s) shall complete the entire arbitration and publish an award within a period of twelve months from the date the Tribunal enters upon the reference.

The parties to this arbitration agreement may before or at the time of invoking the Arbitration clause, may indicate in writing for FAST TRACK PROCEDURE wherein the Arbitrator shall pass an award within six months from the date the Tribunal enters upon the reference and to that effect, the Tribunal may dispense with any technical formalities and conduct the proceedings without oral hearing, subject to acceptance of such Fast Track procedure by other party.

The work under the Contract shall continue during the arbitration proceeding and no payment due to the Contractor shall be withheld on account of such proceedings.

The Arbitrator shall be deemed to have entered on the reference on the date one party issues notice to other party invoking arbitration clause under this. The Venue of arbitration shall be Bangalore and the language will be English only. The award of the arbitrator shall be final, conclusive and binding all parties to this contract. “

| | | |
|---|------------------------|--------------------------|
|  | Third party NDA | Doc. No.: ISMS-04-IS-013 |
| | | Ver 1.0, Rev. No. : 00 |
| | | Page No. 1 of 1 |

THIRD PARTY NON-DISCLOSURE AGREEMENT

I, _____, on behalf of the _____ (Name of Company), acknowledge that the information received or generated, directly or indirectly, while working with BHEL on contract is confidential and that the nature of the business of the BHEL is such that the following conditions are reasonable, and therefore:

I warrant and agree as follows: _____

I, or any other personnel employed or engaged by our company, agree not to disclose, directly or indirectly, any information related to the BHEL. Without restricting the generality of the foregoing, it is agreed that we will not disclose such information consisting but not necessarily limited to:

- Technical information: Methods, drawings, processes, formulae, compositions, systems, techniques, inventions, computer programs/data/configuration and research projects.
- Business information: Customer lists, project schedules, pricing data, estimates, financial or marketing data,

On conclusion of contract, I, or any other personnel employed or engaged by our company shall return to BHEL all documents and property of BHEL, including but not necessarily limited to: drawings, blueprints, reports, manuals, computer programs/data/configuration, and all other materials and all copies thereof relating in any way to BHEL's business, or in any way obtained by me during the course of contract. I further agree that I, or any others employed or engaged by our company shall not retain copies, notes or abstracts of the foregoing.

This obligation of confidence shall continue after the conclusion of the contract also.

I acknowledge that the aforesaid restrictions are necessary and fundamental to the business of the BHEL, and are reasonable given the nature of the business carried on by the BHEL. I agree that this agreement shall be governed by and construed in accordance with the laws of country.

I enter into this agreement totally voluntarily, with full knowledge of its meaning, and without duress.

Dated at _____, this _____ day of _____, 20____.

Name _____

Company _____

Signature _____

Internal

PRICE BID FORMAT

ENQ NO 88/19/7015/NIL

Page - 1/2

**DESCRIPTION OF WORK: MAINTENANCE, CATERING & HOUSE KEEPING SERVICE IN
TRANSIT FLATS****LOCATED AT A – 401, A-402, A-501, A-502, A - 503, B-101, B-102, B-201 (GUEST HOUSE / ET
HOSTEL / TRANSITORY ACCOMMODATION / VIP ROOMS) AT RANKA CORNER
APARTMENTS, CAMBRIDGE LAYOUT, ULSOOR, BANGALORE - 560008****Part-A (Instructions to bidders)**

- | | |
|---|---|
| 1 | Bidders shall only quote '+/-%' in the format given in PART -B of the price bid. Any other entry elsewhere in the price bid shall be treated as Null and Void. |
| 2 | The above mentioned '+/-%' is for the entire Bill of Quantity (BOQ) given in Part -C of the Price Bid. |
| 3 | BHEL has pre-fixed the weightages for the amount of individual items of Bill of Quantity with respect to the 'Total Amount' in Part-C. |
| 4 | Based on the pre-fixed weightages, the amount for the individual items of the Bill of Quantity shall be arrived at. This amount shall be rounded off to the nearest rupee. |
| 5 | Based on the quantities of individual item and the amount arrived in Sl. No: 4 above, unit rate of individual items shall be derived. This unit rate shall be rounded off to four decimal places. |
| 6 | Bidders to note that this is an item rate contract. Payment shall be made for the actual quantities of work executed at the unit rate arrived at as per Sl. No. 5 above. |

Part-B (Format to quote Total Amount)

| | |
|---|-------------------|
| '+/-%' up to three decimals with respect to the value Rs. 31,29,872.16. For example 1.235 % (minus one point two three five percent). GST as applicable shall be payable extra at actuals. | % +/- |
| | % in words: ----- |
| | percent |

Note: Bidders to quote '+/-%' with respect to the value Rs. 31,29,872.16 up to three decimals in this format only, which shall be taken into account for evaluation and awarding and hence, shall be complete in all respect for the full scope defined in tender specifications and in accordance with all terms & conditions of tender.

PRICE BID FORMAT

ENQ NO 88/19/7015/NIL

Page- 2/2

Part-C (Bill of Quantities)

MAINTENANCE, CATERING & HOUSE KEEPING SERVICE IN TRANSIT FLATS LOCATED AT A – 401, A-402, A-501, A-502, A-503, B-101, B-102, B-201 (GUEST HOUSE/ ET HOSTEL / TRANSITORY ACCOMMODATION / VIP ROOMs), AT RANKA CORNER APARTMENTS

| SL NO | DESCRIPTION | UOM | QTY | Value |
|----------|---|--------|-----|--------------------|
| 1 | Fixed service charges monthly basis for providing the man power- Round the clock basis | | | |
| 1.1 | One Care Taker for 24 hours (Fixed service charges - round the clock basis) | Months | 24 | 433307.040 |
| 1.2 | Three Waiters for 24 hours (Fixed service charges - round the clock basis) | Months | 24 | 1178842.560 |
| 1.3 | One cook for 24 hours (Fixed service charges - round the clock basis) | Months | 24 | 437342.880 |
| 1.4 | Two House Keeping Boys (In General Shift for 8 hours) per day fixed service charges - Round the clock | Months | 24 | 761679.360 |
| 2 | House Keeping & Guest Amenities | | | |
| 2.1 | House Keeping Material Charges per month for cleaning the bathroom + Toilets & living area. | Months | 24 | 94999.920 |
| 2.2 | Guest Amenities to be provided in General Guest House (Small size soap & Shampoo Sachet) | Months | 24 | 10100.400 |
| 3 | Laundry Service Charges (Proof to be produced) | | | |
| 3.1 | Hand Towels (100 Nos per month) | Months | 24 | 21600.000 |
| 3.2 | Bath Towels (100 Nos per month) | Months | 24 | 24000.000 |
| 3.3 | Bed Spread - Single (200 Nos per month) | Months | 24 | 120000.000 |
| 3.4 | Pillow Covers (200 Nos per month) | Months | 24 | 48000.000 |
| | TOTAL | | | 3129872.160 |

NOTE: Basic price shall be inclusive of Supervision & Service Charges of the Contractor. Contractor to quote accordingly.

In no case, quoted price should be less than the Minimum wages. Price shall be distributed to Fixed service charges in order to ensure minimum wages. Contractors are requested to seek clarifications (if any) before submitting the offer.

Place

Seal & Sign of Vendor

Date

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(To be submitted along with PART-1 BID with "QUOTED (Yes/ No)" written against Part-B)
(DO NOT INDICATE ANY PRICE IN THIS FORMAT)

This format contains three parts (Part-A, Part-B and Part-C)

DESCRIPTION OF WORK: MAINTENANCE, CATERING & HOUSE KEEPING SERVICE IN TRANSIT FLATS LOCATED AT A - 401, A-402, A-501, A-502, A - 503, B-101, B-102, B-201 (GUEST HOUSE / ET HOSTEL / TRANSITORY ACCOMMODATION / VIP ROOMS) AT RANKA CORNER APARTMENTS, CAMBRIDGE LAYOUT, ULSOOR, BANGALORE

- 5600008

Part-A (Instructions to bidders)

- Bidders shall only quote '+/-' in the format given in PART -B of the price bid. Any other entry elsewhere in the price bid shall be treated as Null and Void.
- The above mentioned '+/-' is for the entire Bill of Quantity (BOQ) given in Part -C of the Price Bid.
- BHEL has pre-fixed the weightages for the amount of individual items of Bill of Quantity with respect to the 'Total Amount' in Part-C.
- Based on the pre-fixed weightages, the amount for the individual items of the Bill of Quantity shall be arrived at. This amount shall be rounded off to the nearest rupee.
- Based on the quantities of individual item and the amount arrived in Sl. No: 4 above, unit rate of individual items shall be derived. This unit rate shall be rounded off to four decimal places.
- Bidders to note that this is an item rate contract. Payment shall be made for the actual quantities of work executed at the unit rate arrived at as per Sl. No. 5 above.

Part-B (Format to quote Total Amount)

'+/-%' up to three decimals with respect to the value Rs. 31,29,872.16. For example -
1.235% (minus one point two three five percent).
GST as applicable shall be payable extra at actuals.

In Figures: Rs.
Quoted (Yes/ No)
In Words:
Quoted (Yes/ No)

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Part-C (Bill of Quantities)

MAINTENANCE, CATERING & HOUSE KEEPING SERVICE IN TRANSIT FLATS LOCATED AT A - 401, A-402, A-501, A-502, A-503, B-101, B-102, B-201 (GUEST HOUSE/ ET HOSTEL / TRANSITORY ACCOMMODATION / VIP ROOMS), AT RANKA CORNER APARTMENTS

| SL NO | DESCRIPTION | UOM | QTY | VALUE |
|----------|---|--------|-----|--------------------|
| 1 | Fixed service charges monthly basis for providing the man power- Round the clock basis | | | |
| 1.1 | One Care Taker for 24 hours (Fixed service charges - round the clock basis) | Months | 24 | 433307.040 |
| 1.2 | Three Waiters for 24 hours (Fixed service charges - round the clock basis) | Months | 24 | 1178842.560 |
| 1.3 | One cook for 24 hours (Fixed service charges - round the clock basis) | Months | 24 | 437342.880 |
| 1.4 | Two House Keeping Boys (In General Shift for 8 hours) per day fixed service charges - Round the clock | Months | 24 | 761679.360 |
| 2 | House Keeping & Guest Amenities | | | |
| 2.1 | House Keeping Material Charges per month for cleaning the bathroom + Toilets & living area. | Months | 24 | 94999.920 |
| 2.2 | Guest Amenities to be provided in General Guest House (Small size soap & Shampoo Sachet) | Months | 24 | 10100.400 |
| 3 | Laundry Service Charges (Proof to be produced) | | | |
| 3.1 | Hand Towels (100 Nos per month) | Months | 24 | 21600.000 |
| 3.2 | Bath Towels (100 Nos per month) | Months | 24 | 24000.000 |
| 3.3 | Bed Spread - Single (200 Nos per month) | Months | 24 | 120000.000 |
| 3.4 | Pillow Covers (200 Nos per month) | Months | 24 | 48000.000 |
| | TOTAL | | | 3129872.160 |

NOTE: Basic price shall be inclusive of Supervision & Service Charges of the Contractor. Contractor to quote accordingly.

In no case, quoted price should be less than the Minimum wages. Price shall be distributed to Fixed service charges in order to ensure minimum wages. Contractors are requested to seek clarifications (if any) before submitting the offer.

BHEL-ISG- Bangalore

ENQ NO : 88/19/7015/NIL

FOR GUEST HOUSE MAINTENANCE AT RANKA CORNER APPARTMENTS FOR A PERIOD OF 24 MONTHS FOR BHEL ISG BANGALORE.

LOADING FACTORS SHEET

| Sl. No. | Commercial Terms | BHELISG Standard Terms | Deviation | Loading factor for Non-compliance of BHEL ISG standard term |
|---------|------------------|---|---------------|--|
| 1 | LD/Penalty | Any delay in W.O., commencement will attract LD @ 0.5% value per week on total order (Basic) value, subject to a maximum of 10% of the total order (basic) value. | If not agreed | Loading shall be on the order value to the extent not agreed by the bidder |

No deviation shall be allowed for the following clauses :

1. Price basis.
2. Risk purchase
3. Payment terms
4. Bank Guarantee

DEVIATION FORMAT**1.1 Technical Deviations:**

Following are the deviations from the Enquiry Specifications:

| Sl.No. | Technical Specifications | | | Deviation |
|--------|--------------------------|------------|--------|-----------|
| | Page No. | Clause No. | Clause | |

We Confirm that all other clauses of Technical specifications are fully acceptable.

Signature of the Tenderer

1.2 Commercial Deviations:

Following are the deviations from the Enquiry Terms and conditions:

| Sl.No. | Commercial Terms & Conditions | | | Deviation |
|--------|-------------------------------|------------|--------|-----------|
| | Page No. | Clause No. | Clause | |

We Confirm that all other clauses of Commercial Terms and Conditions are fully acceptable.

Signature of the Tenderer