

**BHARAT HEAVY ELECTRICALS LIMITED
BHEL ESTATE OFFICE**

**BHEL-TOWNSHIP, SECTOR-17
NOIDA- 201301**



TENDER DOCUMENT

FOR

**CONTRACT FOR HOUSEKEEPING AND CATERING SERVICES FOR TRANSIT FLATS AT
BHEL TOWNSHIP, SECTOR-17, NOIDA.**

NIT No. 48:AA:NOI:ADMN.:TF:112:2019-20

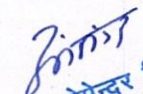
Dated: 28.02.2020

CONTENTS

- 1- Notice Inviting Open Tender
- 2- Techno-Commercial Bid – Part A
- 3- Price Bid - Part B

LAST DATE FOR SUBMISSION: 13.03.2020 at 15:00 Hrs.

DATE FOR OPENING OF TENDER: 13.03.2020 at 16:00 Hrs.


ओमेन्दर सिंह
वरि. अभियंता (मा. सं.-टीएएक्स)
Omender Singh
Sr. Engineer (HR-TAX)
भारत हेवी इलेक्ट्रिकल्स लि., सम्पदा कार्यालय, सेक्टर-17, नोएडा
Bharat Heavy Electricals Ltd., Estate Office, Sector-17, Noida

(Signature of the bidder with Seal)

NIT No: - 48:AA:NOI:ADMN.:TF:112:2019-20 Dated 28.02.2020



भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Ltd.

सम्पदा कार्यालय, सेक्टर -17, नोएडा - 201301 (यू.पी.), भारत
BHEL Township: Estate Office, Sector-17, Noida-201 301 (UP) INDIA
फोन (का.)/ Tel.- 0120-3070956, फैक्स (Fax)- 0120-3070982
Email id – omender@bhel.in

NOTICE FOR INVITING OPEN TENDER

Sealed tenders are invited in two parts bids for the following Job/ services in BHEL Township, Noida on monthly rate contract basis.

Name of Job : Contract for House Keeping and Catering services for Transit Flats in BHEL Township, Sector-17, Noida.

NIT No. : 48:AA:NOI:ADMN.:TF:112:2019-20 Dated: 28.02.2020

Period of Contract : Two Years from the date of placement of work order.

Earnest Money Deposit (EMD) : Rs 2,94,215.00 (Rupees Two Lakhs Ninety-four thousands Two Hundred Fifteen only)

DATE OF SUBMISSION & OPENING OF TENDER

Last date for submission of sealed tender : 13.03.2020 at 1500 Hrs.

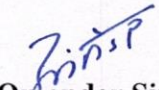
Place of Submission of Tender/ Bid : Tender Box placed at the reception of Estate Office, BHEL Township, Sector-17, Noida, Uttar Pradesh - 201301

Date of opening the tender : 13.03.2020 at 1600 Hrs.

Venue for opening of Tender : B Wing, Fifth Floor, Corporate Office, BHEL House, Sirifort, New Delhi - 110049

The Tender Document may be obtained from the Office of Sr. Engineer (HR-TAX), Estate Office, Sector-17, Noida free of cost or may be downloaded from BHEL web site (www.bhel.com) or from CPP portal (<http://eprocure.gov.in>). The sealed tender may be sent either by registered post/ Speed Post/ Courier Services or by hand in the Office of Sr. Engineer (HR-TAX), between 9.00 AM to 5.30 PM on any working day latest by 13.03.2020 at 3:00 PM. In case of any clarification the bidder can contact undersigned on Tel. No.-0120-3070956, mobile No.-8800957694 or at e-mail: omender@bhel.in.

For & on behalf of "BHEL"


(Omender Singh)
Sr. Engineer (HR-TAX)



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वरि. अभियंता (मा. सं.-टीएएस)
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Sr. Engineer (HR-TAX)

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PART 'A' – TECHNO- COMMERCIAL BID

A. INSTRUCTIONS FOR THE BIDDERS:

1. The offer shall be submitted as per the instructions of tender document. Only one set of tender document duly signed by authorized representative of tenderer and signed & stamped on each page shall be submitted as detailed further. Tenderer should note specifically that all pages of tender document, including the NIT page for this particular tender shall be submitted by them (after signing & stamping on each page) as a part of their offer. **Price shall not be mentioned by them anywhere in the techno-commercial portion of offer, except in the relevant price bid and submitted in separate sealed envelope. In case of any clarification, bidder may contact this office.**
2. Tender documents are also available on BHEL web site i.e. **www.bhel.com** and CPP Portal, the same can be downloaded and used as tender document for submitting the bid.
3. All documents submitted by the Tenderer in his tender shall be accompanied with a covering letter giving index interlinking all the documents.
4. Bid should be free from correction, overwriting, using corrective fluid, etc. any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature (s) of person (s) signing the bid else bid shall be liable for rejection.
5. **Tender must be submitted in two parts, i.e., (i) Techno-Commercial Bid along with un-price bid and (ii) Price Bid. The tenderer must submit their tenders in three separate sealed envelopes prominently super scribed as 'EMD Deposit', Part – A 'Techno- commercial bid' and Part-B 'Price Bid', and the NIT No. & due date on each of the envelope. These three separate envelopes shall together be kept in fourth envelop super scribed with name of Job/ services, NIT No. & due date of opening.**
6. Techno-commercial bid should contain all the documents in proof of Pre- qualifying criteria, signed tender document having NIT page, Instructions for tenderer, General conditions, Special Conditions, Contractor's Obligations, un-price bid, Scope of Job/ services all the Annexure duly filled & signed by the tenderer and the envelope containing EMD.
7. The tenderer shall submit the Bank details along with a cancelled cheque for NEFT/RTGS.
8. Price Bid should contain only the "Part-B, Price Bid Format" after quoting the rates as specified in the Price bid format.
9. Rate shall be lump sum and inclusive of all taxes but exclusive of Goods and Service tax (GST) which shall be quoted separately in same price bid format. Rates must be quoted in figures as well as in words.
10. On the date of opening of tender, only Techno-Commercial Bid shall be opened.
11. BHEL may finalize successful tenderer by **opening of sealed price bid** or by conducting **online Reverse Auction (RA)**. Date of opening of sealed Price Bid / conducting of online Reverse Auction will be intimated by phone, by post or e-mail separately to the Tenderers who qualify in the Techno-Commercial bid.
12. BHEL reserves the right to accept or reject any or all offers without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).
13. In case any typing error/other clerical errors is noticed by the tenderer, 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 tenderer.
14. The Tenderer should accept all terms & conditions of the tender unconditionally. Tenders with deviations from terms and conditions are likely to be rejected.
15. **The bidders are advised to inspect & examine the Transit Flats in BHEL premises i.e. place of services and obtain all the necessary information related to the scope of Job/ services/ specifications, risk & contingencies involved before submitting their offers. Any queries regarding**

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Bharat Heavy Electricals Ltd., Estate Office Sector-17, No.

this tender may be clarified from Sr. Engineer (HR-TAX), on Telephone No. 0120- 3070956/ mobile No.-8800957694 or e-mail : omender@bhel.in

16. The tenderers or their representative may attend the opening of techno-commercial bid (Part-A) and the technically qualified tenderers or their representative may attend the opening of Price bid (Part B) if occurs instead of RA.

B. PREQUALIFYING CRITERIA:

- 1) The Earnest Money Deposit (EMD) of **Rs 2,94,215.00** (*Rupees Two Lakhs Ninety-Four Thousands Two Hundred Fifteen Only*) only in the following forms in favour of BHEL, payable at New Delhi, must be submitted in a separate envelope: -

- Cash deposit as permissible under the extant Income Tax Act (before tender opening)
- Electronic Fund Transfer credited in BHEL account (before tender opening)
- Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer)
- Fixed Deposit Receipt (FDR) issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Bidder, a/c BHEL).

In addition to above, the EMD amount in excess of Rs Two Lakh may also be accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for atleast six months.

Tender not accompanied with EMD will not be accepted except for MSE Suppliers who have submitted valid NSIC certificate along with tender's Techno-commercial Part I- Bid.

- Complete tender document in all respects duly signed & stamped on each and every page by the authorized signatory of the bidder as a token of acceptance of all the terms and conditions of tender.
- The bidder should submit Self attested copy of valid **PAN No., GSTIN No., FSSAI License, ESIC and EPF Registration No.**
- The bidder's average annual financial turnover should be **Rs. 22.07 Lakhs** or above for the last 03 Financial Years (2016-17, 2017-18 & 2018-19 ending 31st Mar 2019), following documents are to be submitted along with bid: -
 - Self-attested copies of audited Balance Sheet, Profit & Loss Account along with copies of Income Tax return of last three financial years ending 31st Mar 2019.
Or
 - Original Certificate from CA showing turnover along with copies of Income Tax return of last three financial years ending 31st Mar 2019.
- Self-attested copies of Work Orders/ Award letters/ Contract Agreement/ Completion Certificate for the experience of having successfully completed or running (having executed work of below said amount) similar Job/ services (*similar Job/ services shall mean contract for Housekeeping and Catering Services in Offices/Guests Houses/Training Institutes/ Transit Flats or Hotels etc. with any Central Govt./ State Govt./ PSUs/ Public Limited Company/ Private Limited Company/ Educational Institutions/ Universities*) during last 7 years ending on 31.01.2020 should be either of the following: -
 - The bidder should have executed the business volume not less than an amount equal to Rs 29.42 lakhs for 01-year contract period, each in three similar jobs/ services.
OR
 - The bidder should have executed the business volume not less than an amount equal to Rs 36.78 lakhs for 01-year contract period, each in two similar jobs/ services.
OR
 - The bidder should have executed the business volume not less than an amount equal to Rs 58.84 lakhs for 01-year contract period, each in one similar jobs/ services.
- Bidder must submit the Un-Price bid in the enclosed format (Annexure-I).
- The Bidder must submit a Self-attested declaration (enclosed at Annexure –II), 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.

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Bharat Heavy Electricals Ltd., Estate Office Sector 17, Noida
Page No. 4 of 33



- 8) No deviation certificate as per Annexure – III (enclosed) must be signed and stamped.
- 9) Bidder must submit the Self-attested bidder's details in the enclosed format (Annexure-IV).
- 10) Bidder must submit Self-Attested Annexure-F1.
- 11) Bidder must submit Self-Attested Annexure-F2.

C. GENERAL TERMS & CONDITIONS: -

- 1) Tenders received late /in open condition/without EMD/ not meeting the tender Condition / incomplete in any respect are likely to be rejected.
- 2) The offer of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of the banned firms is available on BHEL web site **www.bhel.in**.
- 3) BHEL will not be responsible for the postal delay under any circumstances for non-receipt of Tenders by due date & time.
- 4) BHEL has the right to reject all or any of the tenders and accept any tender(s) irrespective of its / their being the lowest / highest.
- 5) If any information/ documents submitted by the tenderer are found false/fake at any stage, the tender will be cancelled and Earnest Money deposited (EMD) shall be forfeited.
- 6) The rate should be indicated both in words and figures. All entries in the Tenders must be written in ink or typewritten. Over-writing should be avoided. Corrections, if any, should be attested with signature by the bidder.
- 7) The Tenderers are required to quote for the complete scope of work. Tenders for part of the work or incomplete in any respect are liable to be rejected.
- 8) The amount quoted for the material cost will be firm for the contract period and no escalation due to increase in material cost will be accepted. However, amount quoted for labour cost will **vary depending on the following:**
 - a) Any changes in the monthly consolidated wages fixed by BHEL.
 - b) The periodic VDA increase, as and when notified by the Uttar Pradesh Government.
 - c) Any changes in PF / ESI contribution of employer's portion due to changes in Labour Law or any changes in taxes.
- 9) **VALIDITY OF RATES:** Validity of rates will be 90 days from the date of opening of the techno commercial bid.
- 10) **EVALUTION CRITERIA:** The charges for the catering services are as quoted in Price Format and as per scope of Job/ Services mentioned in Annexure F-1. The Bidders will quote for Cost of consumable materials and Service items as per Annexure F-1 & for Labour cost as per Annexure F-2, as prescribed in the Price bid format. Evaluation of the tender will be done on overall quote basis inclusive of all the taxes including GST. The criteria of evaluation of techno-commercial bids shall be on the basis of documents submitted by the tenderers. BHEL may finalize successful tenderer either by **opening of sealed price bid** or by conducting **online Reverse Auction**. Date of opening of sealed Price Bid / conducting of online Reverse Auction will be intimated, by post or e-mail separately to the tenderers who qualify in the Techno-Commercial bid. The decision of BHEL will be final in this regard. The evaluation of price bid will be on total cost to 'BHEL' (i.e. at **Sl. No. 21 i.e. 'E' of Price Bid**). Evaluation of Price Bid will be done on overall L-1 rate inclusive all including GST.

In the event of Sealed Price Bid opening and if more than one bidder having identical lowest amount at Sl. No. 21 of Price Bid 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 rates is arrived.
- 11) **REVERSE AUCTION:** BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non- acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

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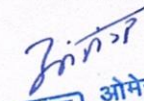
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 Bharat Heavy Electricals Ltd., Estate City Sector-17 Noida

In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit online sealed bid in the Reverse Auction. Non-submission of online sealed bid by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue. The Reverse Auction shall be conducted by a Service Provider (empanelled with BHEL) as per the Business Rules and Terms & Conditions as available on BHEL website www.bhel.com or can be collected from the office of Sr. Engineer (HR-TAX).

- 12) **CORRECTION OF ARITHMETIC ERRORS:** Provided that the bid is substantially responsive, BHEL shall correct arithmetical errors on the following basis:
- 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.
 - 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.
 - 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.
 - If any bidder does not accept the correction of errors, their bids will be disqualified.
- 13) **CONTRACT PERIOD:** The contract period will be for **two years** from the date of award.
- 14) **SUBLETING:** The Contractor shall not sublet, transfer or assign the contract or any part thereof to any other person/company/organization.
- 15) **WATER & ELECTRICITY:** Water and electricity shall be supplied to the contractor by the department subject to the following conditions: -
- The contractor and his workforce engaged against this contract may utilize the Water & Electricity provided in the Transit Flats free of cost.
 - BHEL does not guarantee to maintain uninterrupted supply of water/ electricity and it will be incumbent on the contractor to make alternative arrangement for proper supply of the same at his/ their own cost in the event of any break down in the government water/ electricity mains so that the services to be provided against this contract is not held up for the want of the same.
- 16) **STORES & MATERIALS:**
- The contractor shall be provided free of cost a place in Transit Flats 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 Engineer In-charge.
 - All materials like housekeeping, kitchen related grocery & other items are to be stored by the contractor only in the place to be indicated by the Engineer Incharge. In case constraint of place, the decision of Engineer Incharge is final & binding on the contractor.
 - 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.
 - 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.
- 17) **TAXES AND DUTIES:**
- Price shall be all inclusive, except GST. The amount towards GST shall be indicated separately as specified in the price format.

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- b) To enable BHEL to avail GST Input Tax Credit (ITC), vendor shall submit GST Complaint Tax Invoice containing all the particulars as stipulated under Invoice Rules of CGST Rules, 2017 as amended from time to time. Such invoice shall be submitted within prescribed time limit in the name of BHEL, Estate Office, Sector-17, Noida.
- c) Vendor shall ensure strict compliance under GST Act & Rules so that Input Tax Credit is available to BHEL.
- d) In case of any loss to BHEL on account of non-compliance by vendor, the same shall be to vendor's account. BHEL has a right to take necessary steps to protect its interest at the time of release of payment.
- e) Any Statutory Changes as and when made applicable by the Government shall become applicable against documentary evidence.
- f) While making the payment, statutory deductions as applicable, shall be made by BHEL. Payment to the vendor 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 and GST as applicable, as amended from time to time and a certificate to this effect shall be provided to the vendor by BHEL.

18) PAYMENT TERMS:

- a) The contractor shall raise the bill on BHEL at the end of every month for material & services part as detailed in price bid for the respective month and for labour part on the basis of actual attendance of the workforce deployed by contractor.
- b) The contractor shall raise the bill on BHEL at the end of every month for the catering services (i.e. charges of lunch, dinner, breakfast, special lunch/ dinner & miscellaneous items to the official guests at the rates quoted in part 'D' of Price Format).
- c) The contractor shall claim the charges for the catering services (i.e. charges of lunch, dinner & breakfast at the rates quoted in part 'D' of Price Format) provided to the guests other than official guests directly from the occupants.
- d) Bills raised by the Contractor shall be certified by the official in-charge of BHEL and the payments will be made within 15 days from the date of receipt of GST complaint Tax invoice having no discrepancy and other relevant documents.
- e) The contractor shall not be entitled to any interest with respect to any money which may be due to him from BHEL.
- f) The quoted rates will remain firm during the contract period except VDA and taxes as applicable by the Government against documentary evidence.
- g) **Contractor has to make the payment to their respective workforce latest by 7th day of every calendar month by way of direct transfer by NEFT/RTGS in the respective account of contract worker.** The contractor will also issue a salary slip to each of the workforce deployed against this contract. Contractor has to also ensure timely deposit of PF and ESI as per the provisions of the act. At the time of submitting the bill for payment by BHEL, the contractor has to submit the details of payment of wage & salary to their work force, attendance sheet, proof of payment or transfer in the accounts of its workforce, proof of deposit of PF, ESI and GST etc. which will be for the purpose of ensuring that contractor has complied with the statutory requirement.

19) PENALTY FOR BAD QUALITY OF SERVICES/ PENALTY CLAUSES:

- a) **DELAY IN DISBURSEMENT OF MONTHLY WAGES:** Contractor has to make the payment to their respective workforce latest by 7th day of every calendar month by way of direct transfer by NEFT/RTGS in the respective account of contract worker. The contractor will also issue a salary slip to each of the workforce deployed against this contract. Contractor has to also ensure timely deposit of PF and ESI as per the provisions of the act. At the time of submitting the bill for payment by BHEL, the contractor has to submit the details of payment of wage & salary to their work force, proof of payment or transfer in the accounts of its workforce, proof of deposit of PF, ESI and GST etc. which will be for the purpose of ensuring that contractor has complied with the statutory requirement.

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Bharat Heavy Electricals Ltd., Estate Page No. 7 of 33

No excuse (whatsoever reason may be) on this account i.e. “delaying disbursement of monthly wages” will be entertained by BHEL during the entire contract period. If BHEL becomes aware of any delays in making wage/ salary payments by Contractor to its workforce, BHEL may consider to terminate the contract apart from which BHEL reserves the right to impose fines for an amount equivalent to the 0.5 % per day of the monthly wage bill for delay in payment of wages/ salary but not exceeding 10 % of the monthly wage bill amount. BHEL decision in this regard shall be final & binding in this regard. The penalty proposed is without prejudice to the duty of BHEL to discharge responsibility as a Principal Employer.

- b) **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. If any complaint regarding the quality of food is received from the Guests, BHEL would inspect the same, in such cases, the decision of BHEL shall be final and binding.
- c) **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. The standards of hygiene would include personal hygiene and cleanliness of staff, equipment, trolleys, plates/ thalis etc. and the standards would be judged by the BHEL officer-in-charge. The decision of BHEL shall be final and binding in such cases.
- d) **MISCONDUCT/ MISBEHAVIOUR OF THE WORKFORCE:** The contractor shall insure that the workforce deployed by him under the contract shouldn't commit any misconduct/ misbehaviour {(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/ misbehaviour 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 for such misconduct/ misbehaviour.
- e) 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 payable to him or recover the same from the security deposit.
- f) **NON-SATISFACTORY PERFORMANCE OF WORKFORCE/ DEFICIENT SERVICES:** The deficiency in the services pointed out by BHEL on the part of any of the workforce are not rectified at any point of services within 02 working days, then the contractor will be liable for a penalty of Rs 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 additional expense incurred by BHEL for such arrangement shall be recovered from the Contractor's pending bills and any other payments due to him.
- g) **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 colour 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 Rs 100 per day per workforce for non-wearing of uniform and Rs 50 per day per workforce for not carrying valid identity card with lanyards.
- h) Failure to provide services/ workforce by the tenderer as per requirement or Unwarranted/ Indiscipline of the labour 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 his Labour or both as deemed fit.”
- 20) No excuses like hindrance because of extreme weather conditions, non-availability of material etc. will be entertained for not providing services on time.

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Page No. 8 of 33

- 21) All necessary precautions with respect to safety and environmental aspects and their impacts shall have to be taken by the contractor for activities performed by his workers.
- 22) In case of any dispute, the decision taken by BHEL Management will be final and binding on the contractor.
- 23) No party 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.

24) EARNEST MONEY DEPOSIT (EMD):

- a) The Earnest Money Deposit (EMD) of **Rs 2,94,215.00** (*Rupees Two Lakhs Ninety-Four Thousands Two Hundred Fifteen Only*) only in the following forms in favour of BHEL, payable at New Delhi, must be submitted in a separate envelope: -

- 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)

Bank name	KOTAK MAHINDRA BANK
Address of Bank	G-F 3A-3J GROUND FLOOR, AMBA DEEP, 14 K.G.MARG, N.DELHI-1
IFSC	KKBK0000172
CA NO	9011196535
BANK ACCOUNT NAME	BHARAT HEAVY ELECTRICALS LTD

- iii. Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer)

- iv. Fixed Deposit Receipt (FDR) issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Bidder, a/c BHEL).

In addition to above, the EMD amount in excess of Rs Two Lakh may also be accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for atleast six months.

Tender not accompanied with EMD will not be accepted except for MSE Suppliers who have submitted valid NSIC certificate along with tender's Techno-commercial Part I- Bid.

- a) Earnest Money is to be paid by each tenderer to ensure the tenderer does not refuse to execute the Job/ services after it is awarded to him.
- b) Tender not accompanied with EMD will not be accepted except for MSE Suppliers who have submitted valid NSIC certificate along with tender's Techno-commercial Part I- Bid.
- c) EMD of 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 Work Order.
- 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.
- d) EMD given by all unsuccessful tenderer shall be refunded normally within 15 days of acceptance of award of work by the successful tenderer.
- e) EMD shall not carry any interest.
- f) EMD of successful tenderer will be retained as part of Security Deposit.

Omender Singh
 ओमेन्दर सिंह
 वरि. अभियंता (मा. सं.-टीएएक्स)
Omender Singh
 Sr. Engineer (HR-TAXY)
 भारत हेवी इलेक्ट्रिकल्स लि., सम्यदा कार्यालय, सेक्टर-17, नोएडा
 Bharat Heavy Electricals Ltd., Estate Office, Sector-17 Noida

(Signature of the bidder with Seal)

NIT No: - 48:AA:NOI:ADMN.:TF:112:2019-20 Dated 28.02.2020

Page No. 9 of 33

25) SECURITY DEPOSIT:

- a) The total amount of Security Deposit will be **5 %** of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit. The security deposit should be collected before start of work by the contractor.
- b) Security deposit may be furnished in any one of the following forms:
 - i) Cash (as permissible under the Income Tax Act)
 - ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
 - iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
 - iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
 - v) Securities available from Indian Post offices such as National Saving 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)
(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)
 - vi) At least 50% of the Security Deposit, including the EMD, should be collected before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.
- c) Security Deposit shall be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract.
- d) The Security Deposit shall not carry any interest.
- e) Failure to pay the security deposit shall be treated as failure to discharge the duties under the contract and shall result in cancellation of the contract and the contractor shall be liable to compensate BHEL for any losses incurred by BHEL. BHEL reserves the right to appropriate any part / whole of the amount of the security deposit without prejudice to other claims against the contractor for losses suffered by BHEL due to failures on the part of the contractor, due to termination of contract or contractor becoming disqualified because of liquidation / insolvency. The decision of BHEL in respect of such losses, damages, charges, expenses or costs, shall be final and binding to the contractor.

26) 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.

27) MICRO AND SMALL ENTERPRISES (MSE):-

- a) MSE Supplier can avail the intended benefits only if they submit along with offer, attested copies of either Udyog Aadhar or EM-II certificate having deemed validity (five years from the date of issue of acknowledgement in EM-II) or the valid NSIC certificate or EM-II certificate along with attested copy of a CA Certificate (format enclosed as Annexure- V) where deemed 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 date of bid opening. Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening.
- b) 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

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NIT No: - 48:AA:NOI:ADMN.:TF:112:2019-20 Dated 28.02.2020


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Omender Singh
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Bharat Heavy Electricals Ltd., Noida

irrespective of their standing in comparative statement of MSE bidders within price band of L1 + 15%.

- 28) **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.
- 29) **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.
- 30) **POST TECHNICAL AUDIT OF WORK AND 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.

SETTLEMENT OF DISPUTES

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

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

32) **ARBITRATION:**

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

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

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

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

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

In the event of any dispute or difference relating to the interpretation and application and execution of the Contract, such dispute or difference shall be resolved amicably by mutual discussions. In case of disputes not resolved by mutual discussions, these shall be referred by either parties for resolution of CPSES Disputes (AMRCD) as mentioned for in Department of Public Enterprises (DPE) Office

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NIT No: - 48:AA:NOI:ADMN.:TF:112:2019-20 Dated 28.02.2020



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Bharat Heavy Electricals Ltd., Sampada Office, Sector-17, Noida
Page No. 11 of 33

Memorandum Ref. No. F. No. 4 (1)/2013-DPE(GM)/FTS- 1835 dated 22.05.2018dated 22.05.2018 as amended.

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

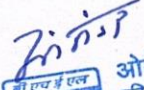
34) **DEFAULT/BREACH OF CONTRACT, INSOLVENCY AND RISK PURCHASE**

- i) If the Service Provider / Contractor fails to provide the required services as per the Contract / fails to deliver the goods or materials or any instalment thereof within the period(s) fixed for such delivery or delivers goods or materials not of the contracted quality and failing to adhere to the contract specifications or at any time repudiates or otherwise abandons the contract before expiry of such period or refuses or is unable to supply / provide goods / services or materials covered by the Order/Contract either in whole or in part or otherwise fails to perform the Order/Contract or commits any breach of the Order/Contract not herein specifically provided for or in the event of the death or insanity or if the Seller/Contractor being an individual or if a firm on a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the Order/Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolved under the Partnership Act or if the Seller/Contractor(Service Provider) being a company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager, the purchaser without prejudice to his right to recover any expenses, losses or damages to which the purchaser may be put to incur or sustain by reason of the Seller/Contractor's default or breach of Order/Contract shall be entitled to cancel the Order/Contract either in whole or portion thereof without compensation to the Seller/Contractor(Service Provider) and if the purchaser so desires, he may procure upon such terms and in such manner as he deems appropriate, stores not so delivered or others of a similar description where stores exactly complying with particulars are not, in the opinion of the purchaser, which shall be final, readily procurable, at the risk and cost of the Seller/Contractor(Service Provider) and the Seller/Contractor(Service Provider) shall be liable to the purchaser for any excess costs provided that the Seller/Contractor(Service Provider) shall continue the performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The Seller/Contractor (Service Provider) shall on no account be entitled to any gain on such repurchases.
- ii) Cost of the purchases/service made by the Purchaser/Service taker at the risk and cost of the seller/Contractor (Service Provider) shall be worked out after levying 30% overheads as departmental charges on the cost of materials / services so purchased/hired.

35) **TERMINATION CLAUSE:** - The Contractor shall deliver the services to the best satisfaction of the Company. In case of continued unsatisfactory performance over a period of time by the Contractor or there is any stoppage of service in any area of the Transit Flat operation due to either non supply of or poor quality of the food items, 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 Amount deposited by the Contractor.

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NIT No: - 48:AA:NOI:ADMN.:TF:112:2019-20 Dated 28.02.2020



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- 36) 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 and/ or under applicable legal provisions.
- 37) **RISK CLAUSE:** In case the contractor do not accept the work awarded to him, do not turn up after the award of work or In the event of any failure on the part of the Contractor, BHEL shall have the right without any prejudice to get the work done through any other alternate agency at the risk and cost of Contractor. The additional cost including loss, if any incurred by BHEL will be recovered from the Contractor.

D. SPECIAL TERMS & CONDITIONS:

- 1) All the consumable materials will be of standard quality as mentioned in the scope of services and that will be verified by officer Incharge before the use.
- 2) Timely & prompt services with cleanliness of premises are the sole responsibility of the contractor.
- 3) Mandatory Insurance cover for all the workforce of the contractor for a sum insured of Rs 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 contract period and shall include the impact of cost of insurance cover in their quote.**
- 4) The Contractor shall ensure proper conduct and behavior of the workforce engaged by him in the Transit Flats and shall remove with immediate effect, the engagement of such person(s) who does/do not conduct himself / themselves properly or misbehave(s) with the regular employees / personnel of the Company in any place.
- 5) Continuation of the contract shall be based on the performance of the contractor. The following parameters shall inter-alia is considered while evaluating the performance: Timely rendering of services; Quality of services; Compliance with statutory requirements; Safety consciousness; Maintenance of staff in proper uniform.
- 6) In case of any dispute, the decision taken by BHEL Management will be final and binding on the contractor.
- 7) **NATURE OF SERVICES:** The contractor shall perform all the services mentioned in the Scope of job/ service as detailed in **Annexure –F1, round the clock on all seven days in a week. To maintain the services round the clock the contractor will deploy workforce in shift duty.**
- 8) The attendance Register of the Contractor's workforce shall be maintained by the concerned Supervisor of the Contractor for physical verification by the Principal Employer and Statutory Authorities.
- 9) The work supervisor shall be equipped with cell phone facility for effective coordination with BHEL.
- 10) 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 work order.
- 11) The contractor will maintain an instruction book at Transit Flats, serially numbered on each page, so that our visiting officers can issue instructions regarding the quality of the services 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

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NIT No: - 48:AA:NOI:ADMN.:TF:112:2019-20 Dated 28.02.2020


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Page No. 13 of 33

contractor or the contractor's representative shall be intimated to Engineer-in-Charge or his authorized representative and their comment be recorded in the instruction book.

- 12) **CONTRACT AGREEMENT:** A contract agreement shall be signed before the start of work on a non-Judicial stamp paper of Rs 100/-. The contract agreement shall be deemed to have become effective from the forenoon of date of award, and will remain in force for a Contract period and then after for maintenance period of 12 months. However, this Agreement may be terminated earlier by BHEL at any time by giving one month's notice to the Contractor due to any failure on the part of the contractor in discharging his obligations under the contract, without prejudice to the rights of BHEL to recover any money becoming due under this Agreement. In such a case, the Contractor shall not be entitled to any compensation thereof. The decision of BHEL about the failure on the part of the Contractor shall be final and binding on the Contractor.
- 13) **IDENTITY CARD:** The Contractor shall ensure that the work force/supervisor engaged by him must wear & display the Identity 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.
- 14) **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.
- 15) **FSSAI LICENCE:** - The successful contractor shall obtain valid license issued by Food Safety and Standards Authority of India (FSSAI) 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.

The contractor shall ensure that the food items supplied are as per the standards of fitness prescribed by the government authorities and FSSAI and if at any time any fine is imposed by the government authorities (e.g. By the food inspector/ FSSAI), the same shall be borne by the contractor and BHEL will not pay any fine or penalty that may arise/ or that may be imposed on account of the fault of the contractor or his workforce. The contractor shall keep BHEL fully indemnified in respect of any such action or claim together with actual cost of defending such action/ claim.

In case BHEL is called upon to pay any fine/ penalty or other monetary sanction imposed/ ordered by any Authority/ Court/ Forum/ Tribunal/ Commission, owing to defaults attributable to the Contractor, then, without prejudice to any other rights which BHEL may have against the Contractor as per the terms and conditions of the Contract or legal provisions, BHEL, may, withhold and/ or forfeit and appropriate, the full amount of such fine, penalty or monetary sanction from any moneys of the Contractor then found due and payable to the Contractor under this Contract or any other Contract between the Contractor and BHEL/ its Unit (s).

- 16) **CHARACTER VERIFICATION AND ANTECEDENCE:** The contractor should get the character / antecedence of each and every workman 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 manpower deployed by him, due to any reason, the new incumbent should be deployed with the clearance of Engineer-in-Charge.
- 17) **PROVIDENT FUND:** The successful bidder shall obtain Provident Fund (PF) Number from the concerned authorities on award of work and 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 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 and other than BHEL premises which will be used only for tallying /verification that proper PF

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NIT No: - 48:AA:NOI:ADMN.:TF:112:2019-20 Dated 28.02.2020


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Bharat Heavy Electricals Ltd., Estate Office Sector-17, Noida

deposit has been made. Contractor shall also submit the copy of detailed yearly return submitted to RPFC of PF deposit for the period of March to February in first week of April month.

- 18) **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. Contractor shall also submit the copy of detailed half yearly return submitted to ESI for deposit of ESI for the period of April to September in 01st week of month of November & for the period of October to March in 1st week of month of May.
- 19) **LEAVE / HOLIDAYS:** For every workman deployed in our premises, the contractor will give one day's weekly off for every six continuous working days, the Contractor's workforce shall be entitled for leave in each calendar year viz., (i) Privilege Leave for 15 days; (ii) Sickness or Casual Leave for 12 days which shall not be accumulated; (iii) Further, as a special case, in a calendar year, each person shall also be allowed 3 days "Exigency Leave" which shall not be accumulated. Contractor may incorporate the cost of 30 days leave accrued in 12 months and reimburse to his worker for no availed period.
- 20) **BONUS:** The contractor shall strictly comply with the provision of "Payment of Bonus Act 1965" and "further Amendment Act 2015". The contractor shall ensure "payment of Bonus @ 8.33% on seven thousands rupees or the minimum wage for the scheduled employment, as fixed by appropriate Government, whichever is higher" to their workforce during the contract period of two years.
- 21) **WAGES:** All payments to the contractor's workforce shall be as per the terms of contract and as per details enumerated in **Annexure –F2** which shall be made **through direct credit in the bank accounts** of its workforce. The payment must be credited in the account by the 7th of each English month. Any delay on his account shall be subjected to penalty or termination of contract. No other mode of payments will be accepted. The payment of wages to the work force, under the contract, will not be related to the monthly bill payments and the payment of wages to the work force would strictly be followed as mentioned above.
- 22) **UNIFORM / LIVERIES:**(i) 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; (ii) The contractor will issue uniforms as **two set of uniforms annually (consisting of shirt, pant, Sweater (one full and one half sleeves) black belt, shoe and socks etc.)**. In case the Contractor's work force does not report for duty in proper uniforms as above then penalty will be levied as per clause no. 19 (g) above. The Company shall have no direct responsibility / liability in respect of the workforce engaged by the Contractor under this Agreement.
- 23) **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.
- 24) **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 at Reception for all the time during the contract period.

E. CONTRACTOR'S OBLIGATION:

- 1) Contractor shall supervise the Job/ services allotted to him and to be carried out by his workforce.
- 2) Contractor to ensure that the workforce deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc.
- 3) The workforce deployed by the contractor shall be hail and healthy and should not be suffering from any communicable diseases.
- 4) Contractor to accept full and exclusive liability for the consolidated wages, VDA, Allowances, PF, ESI, Bonus, Uniforms for the workforce deployed by the contractor and other obligation referred under the law now and thereafter imposed by the Government / Local Bodies.
- 5) BHEL will have no liability whatsoever concerning the persons 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 persons by the contractor.
- 6) Statutory requirement both local authority / State Govt. / Central Govt. shall be responsibility of the contractor.
- 7) The contractor will be solely responsible for any unlawful act of their workforce while on duty. The Contractor shall be held responsible for theft or loss of Company's property take place due to the negligence or carelessness of workforce/ 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 from the Transit Flats) 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.
- 8) The Contractor shall duly comply with all acts, laws, or other statutory rules, regulations, bye-laws applicable or which might be applicable to with regard to the performance of the job / services 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 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 workers.
- 9) In case, while on duty and during the course of engagement in work premises of the Company under this Agreement, if any of the Contractor's workforce meet (s) with any injury / indisposition due to accident or other natural calamities, the Contractor shall ensure that immediate and adequate medical aid viz., first -aid and subsequent treatment facilities are provided to the person(s) concerned free of cost without fail. In addition, the Contractor shall also be liable for meeting with statutory liabilities like ESI etc. in respect to his workers.
- 10) The Contractor shall be fully responsible for the timely payment of consolidated wages, VDA, Allowances, 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. Contractor shall also be fully responsible for timely deposit of PF and ESI with the appropriate authority including submission of return of PF & ESI and issue of PF slip issued by the PF Authority. 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.
- 11) 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.

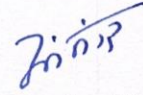
(Signature of the bidder with Seal)

NIT No: - 48:AA:NOI:ADMN.:TF:112:2019-20 Dated 28.02.2020


औमन्दर सिंह
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Bharat Heavy Electricals Ltd., Sector-17, Noida
Page No. 16 of 33

- 12) 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.
- 13) The 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
- 14) Contractor to maintain appropriate records of his employees deployed to carry out the job (s).
- 15) Contractor to get all his employees insured against all type of risks at his own cost.
- 16) In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees from the establishment of BHEL. In case contractor decides to terminate services of his employees, he should settle all terminal dues including retrenchment compensation.
- 17) Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.
- 18) Contractor shall ensure payment of BHEL wages as applicable from time to time in the presence of authorized representative of BHEL and maintain proper records of their timely disbursement. These records need to be preserved for a period of at least 3 years and should be made available even after the contract is over for any verification by the statutory authorities / BHEL authorities.
- 19) In case the contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the security deposit / other dues / running bills under the contract can be utilized by BHEL to discharge the liability of the contractor.

For & on behalf of "BHEL"



(Omender Singh)

Sr. Engineer (HR-TAX)

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Bharat Heavy Electricals Ltd., Estate Office, Sector-17, Noida

UN- PRICE BID

Name of Job/ services : Contract for House Keeping and Catering services for Transit Flats in BHEL Township, Sector-17, Noida.

NIT No. : 48:AA:NOI:ADMN.:TF:112:2019-20 Dated: 28.02.2020

Period of Contract : Two Years from the date of placement of order.

Sl. No.	Description of Item	Lump sum Rate per month exclusive of GST in Figure	GST (@)	Lump sum Rate Per Month inclusive of GST in figure(Rs)
1	Providing tea bags / coffee sachets / Milk sachets / sugar sachets / Sugar free sachets for 04 cups of tea or coffee per day in all the occupied rooms as mentioned in scope of Job/ Services (Annexure-F1, clause no. 1.12).	XXXXXXXX		XXXXXXXX
2	Providing two soaps, two shampoo sachets, tooth brush, toothpaste, comb, shaving cream, shaving razor, coconut oil, etc of good quality and quantity required for two people at the time of arrival as mentioned in scope of Job/ Services (Annexure-F1, clause no. 2.14).	XXXXXXXX		XXXXXXXX
3	Providing Linen in all occupied rooms and crockery in Dining hall as and when required as mentioned in scope of Job/ Services (Annexure-F1, clause no. 2.13).	XXXXXXXX		XXXXXXXX
4	Providing Housekeeping materials and other materials/ equipments mentioned in scope of Job/ Services (Annexure-F1, as per clause no. 2.2 and 5.18 respectively).	XXXXXXXX		XXXXXXXX
5	Total amount per month inclusive of GST (Rs)			XXXXXXXX
A	Gross Total for two years (24 months) including GST (Rs)			XXXXXXXX

Sl. No.	Description of Item/ services	Lump sum Rate Per Month in figure(Rs) (i)	GST		Lump sum Rate Per Month including GST in figure (Rs) (iii = i x ii)
			Rate @	Amount in Figure (Rs) (ii)	
6	Providing laundry services like washing of bed sheets, bed covers, pillow covers, blanket covers & towels etc in all the occupied rooms on frequency as per the scope of Job/ services (Annexure-F1, as per clause no. 3).	XXXXXX		XXXXXX	XXXXXXXXXX
7	Total per month including GST (Rs)				XXXXXXXXXX
B	Gross Total for two years (24 months) including GST (Rs)				XXXXXXXXXX

(Signature & seal of the contractor)


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 Bharat Heavy Electricals Ltd. Estate Office, Sector 17, Noida

(Signature of the bidder with Seal)

NIT No: - 48:AA:NOI:ADMN.:TF:112:2019-20 Dated 28.02.2020

Sl. No.	Description of Item	Lump sum Rate Per Month in figure(Rs)
8	Consolidated Minimum Wages and other allowances for deployment of at 21 nos. of contract labours as per Annexure-F2 to execute high standard of housekeeping & catering services in Transit Flats as per the scope of Job/ Services enclosed at Annexure-F1.	3,34,599.00
9	Cost of service charges & insurance cover etc for deployment of contract labours as per Sl. No. 8	XXXXXXXX
10	Total (Rs)	XXXXXXXX
11	GST (@.....%) (Rs)	XXXXXXXX
12	Total amount inclusive of GST (in Rs)	XXXXXXXX
C	Gross Total for two years (24 months) including GST (Rs)	XXXXXXXX

Sl. No.	Description of Item/ services	Catering Item	No. of Plates per month (approx.) (i)	Maximum Celing limit by BHEL per Plate (in Rs)	Rate Per Plate to be quoted by bidder (ii)	Amount (in Rs) (iii = i x ii)
13	Approx. monthly charges for catering services as given in the scope of services. Menu of Items as per Annexure - F1	Breakfast	1050	45.00	XXX	XXXXXXXXXX
		Lunch and Dinner	1500	65.00	XXX	XXXXXXXXXX
		Special Lunch/ Dinner/ Conferences	79	250.00	XXX	XXXXXXXXXX
		Miscellaneous Snacks	35	171.00	XXX	XXXXXXXXXX
14	Total Amount (in Rs)					XXXXXXXXXX
15	GST (@ %)					XXXXXXXXXX
16	Total per month including GST (Rs)					XXXXXXXXXX
D	Gross Total for two years (24 months) including GST (Rs)					XXXXXXXXXX

Sl. No.	Description of Item/ services	Amount (in Rs)
17	A	XXXXXXXX
18	B	XXXXXXXX
19	C	XXXXXXXX
20	D	XXXXXXXX
21	Total Amount for two years (inclusive of all) 'E'	XXXXXXXX

Gross Total (E) for two years inclusive of all in words:	XX
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(Signature & seal of the contractor)



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 Bharat Heavy Electricals Ltd., Estate Office

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Note:-

1. The rate against Sl.No.-1 should be quoted for 100% occupancy of rooms (100% occupancy means all the 47 rooms are occupied once in a day for 30 days in a month i.e. total no of occupancy as 1410 (47X30). However, the actual payment for the material part (Sl.No.-1) will be made on the basis of actual occupancy of rooms in a given month. On an average the occupancy of rooms is 85% to 100% in a month.
2. The rate against Sl. No.-2 should be quoted for nos. of kit containing the said items for 100% occupancy given to Guests. However, the actual payment for the material part (Sl.No.-2) will be made on the basis of no. of kits consumed during occupancy. Each kit will be valid for three days and after three days it may be provided on demand. One such kit will be issued at the time of occupancy. The rate per kit will be calculated as quoted rate at Sl. No. 2 dividing by 470 (considering the validity per kit as 3 days on monthly basis for 47 rooms).
3. The rate against Sl.No.-3 should be quoted for full quantity of items of Linen and Crockery as mentioned in Annexure-F1. However, the actual payment for the material will be on monthly basis.
4. The composite monthly rate must be quoted in above format against Sl. No. A only for the complete scope of Job/ Services for 47 rooms as enclosed at Annexure-F1. However, the rate for catering services are to quoted in Sl. No. D and the same is not to be included in above rates against Sl. No. A.
5. The rate against Sl. No.- 8 should be quoted for deployment of at least 21 nos. of contract labourers. However, the actual payment against item no.-8 will be made on the basis of actual attendance of the workforce in the given month excluding the entitled leaves subject to maximum up to the quoted rate in case the wages are not revised.
6. Payment against Sl. No. 13 will be made on the basis of actual consumption of breakfast, lunch, dinner, special lunch, dinner and miscellaneous items for Official guest and Conferences at the rates quoted by bidder against maximum ceiling limit set by BHEL per plate.
7. For quoting the rate of labour part at Sl.No.-8 (as enclosed at Annexure-F2) the party will add service charges & accidental premium of insurance on the wages at Sl. No. 9.
8. The amount quoted for the material cost at Sl. No. A, will be firm for the contract period or the extended period, if any and no escalation due to increase in material cost will be accepted.
9. Amount quoted for labour cost will vary depending on the following:
 - a) Any changes in the monthly consolidated wages fixed by BHEL.
 - b) The periodic VDA increase, as and when notified by the Government.
 - c) Any changes in PF / ESI contribution of employer's portion due to changes in Labour Law or any changes in taxes.

For & on behalf of "BHEL"



(Omender Singh)

Sr. Engineer (HR-TAX)



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Bharat Heavy Electricals Ltd., Estate Office Sector 17, Noida

DETAILED SCOPE OF JOB/ SERVICES:**1. AT THE 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, keep 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. The payment of other than official guest will be deposited in BHEL office on daily basis.
- 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 news paper in all the occupied rooms and the payment of news papers 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 (as mentioned by BHEL via Reservation Slips), 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/ Bru brand), Milk sachets (Everyday/ Oasis or Amul brand), sugar sachets (of approved brand), Sugar free sachets (of approved brand) in the all the occupied rooms on every day basis for 04 cups of tea or coffee as per the requirement of guests.**

2. HOUSE KEEPING: To render all housekeeping services of high standards.**2.1 Details of areas for housekeeping:**

Number of rooms	:	47 Rooms (All AC) (area of each room = 36.96 sq. meter) Including attached bathroom & store room Ground Floor (11 nos.) First Floor (12 nos.) Second Floor (12 nos.) Third Floor (12 nos.)
Number of beds	:	101 Beds.
Reception	:	01 No. (area = 36.96 Sq. meter)
Dinning halls	:	2 Nos Dining hall (GF & FF) (area of each = 104.75 sq meter)
Kitchen	:	One (area = 33.13 sq meter approx.)
Corridor	:	One (300 m x 3m) and Front outside area (300m x 5m)
Common Toilet	:	One (area = 17.84 sq. meter approx.)

(Signature of the bidder with Seal)

NIT No: - 48:AA:NOI:ADMN.:TF:112:2019-20 Dated 28.02.2020


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Page No. 21 of 33

2.2 The contractor shall maintain high standards of cleanliness and hygiene in complete area of the Transit flats. The list of material to be consumed in housed keeping services are detailed below: -

Sl. No.	Item
1	All Out (Machine with Refill of 45ml)
2	Toilet Paper Roll (pkt of 6nos. of 253 pulls each)
3	Odonil (75 gm)
4	Hit kala (625ml/ 385gm)
5	Dettol/ Lifebuoy/ Savlon Hand Wash (225ml)
6	Harpick cube
7	Nepkin pkt
8	Tee-Pol (10lt)
9	Harpick (500ml)
10	Lysol
11	Seenk jhadu
12	Fool jhadu
13	Duster
14	Poocha
15	Colin Spray (500ml)
16	Nali pump
17	wiper
18	Floor Brush
19	Toilet Brush
20	Iron Juna
21	Plastic Juna
22	Surf
23	Vimbar / Peril (500g)
24	Vimpowder
25	Napthalin balls
26	Room freshner (Air wick) (300ml)
27	Any other necessary items not mentioned above.

The above list of items is indicative only and contractor shall use other necessary items not mentioned above and in required quantity for proper housekeeping.

- 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 The Contractor will provide, maintain, and refill Hand Wash / sanitizer in all the Toilets of all Rooms & Dining Hall's Toilets.
- 2.5 Cleaning, sweeping, mopping with disinfectant stair cases, reception, dining hall, kitchen, corridors, ceilings and office rooms, on daily basis or as per requirement/ direction.
- 2.6 Spraying room fresheners in all rooms on twice a day basis or as per requirement/ direction.
- 2.7 Weekly dusting of entire area including windows/ windowpanes/ doors etc.
- 2.8 Vacuum cleaning of all carpets and upholstered furniture once in a day or as per requirement/ direction.
- 2.9 Disposal of waste generating from the housekeeping and catering process will be the Contractor's responsibility on his own cost.
- 2.10 Cleaning, dusting electrical switch boards, light fixtures, fans, air conditioner vents, door mats, firefighting equipment, phones, doors, windows, furniture, window glasses, grills, curtains etc

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NIT No: - 48:AA:NOI:ADMN.:TF:112:2019-20 Dated 28.02.2020

- 2.11 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.
- 2.12 The Utensils used & required for cooking food will be provided by BHEL and remain the property of BHEL.
- 2.13 The contractor shall Provide and change Bed sheets, bed covers, pillow covers, towels etc. with the washed items every day during the stay of guests. The contractor shall provide the full quantity of linen and crockery as mentioned below. The complete linen items will be changed after six months. However, free replacement of Linen and replacement of crockery due to breakage or whatsoever reason should be the responsibility of the contractor. The decision of BHEL in respect defining the item needs replacement or not shall be final and binding to the contractor. The contractor has to maintain the quantity of each items as given below after the replacement. The quantity and specification of linen is detailed below: -

Sl. No.	Items	Qty in Nos.	Remarks
1	Bath Towel (White, size- 75 X 150 cm, Thread Count = 144, make- Bombay Dyeing (Tulip Brand) {three set of 96 nos.}	288	This item will completely replaced after six month
2	Hand Towel (White, size- 40 X 60 cm, Thread Count = 144, make- Bombay Dyeing (Tulip Brand){three set of 30 nos.}	90	This item will completely replaced after six month
3	Cup & Saucer with gold lining, material- bone china, make- Laopala/ Sheshell	154	This item will completely replaced after six month
4	Bed Sheet Double size- 224 X 244 cm with two pillow cover size- 46 X 69 cm (White, , make- Bombay Dyeing (Flora brand) or equivalent) {three set of 23 nos.}	69	This item will completely replaced after six month
5	Bed Sheet Single size- 150 X 229 cm with pillow cover (White, make- Bombay Dyeing (Flora brand) or equivalent) {three set of 55 nos.}	165	This item will completely replaced after six month
6	Bed Cover Double size - 229X 254 with two pillow covers size- 46 X 69 cm, make- Bombay Dyeing (Satin Fantasy brand) or equivalent {three set of 23 nos.}	69	This item will completely replaced after six month
7	Bed Cover Single size - 150X 229 with pillow cover , make - Bombay Dyeing (Satin Fantasy brand) or equivalent {three set of 55 nos.}	165	This item will completely replaced after six month
8	Full Plate, Diameter - 27.5 cm, material- bone china, make- Laopala/ Sheshell	84	This item will not be replaced completely
9	Borosil Drinking Glass (Large), capacity-350ml, it can withstand temperature upto 300° C, cylindrical in shape, non-porous glass, will not absorb stains or colours.	174	This item will not be replaced completely
10	Soup Bowl with spoon, Material- bone china, Diameter - 12.5 cm, make- Laopala/ Sheshell	40	This item will not be replaced completely
11	Quarter plate, Diameter- 19.5 cm, Material- bone china, make- Laopala/ Sheshell	60	This item will not be replaced completely

Note:- the equivalent product for Sl. No. 4 to 7 shall only be acceptable for the product having same technical specifications such as type of material, Thread count etc.

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NIT No: - 48:AA:NOI:ADMN.:TF:112:2019-20 Dated 28.02.2020

- 2.14 The Contractor shall provide **two nos. of soaps (Lifebuoy/Dettol or Hotel brand), two nos. of shampoo sachets (Clinic Plus/ Pantene or Head& Shoulders brand), tooth brush (Colgate/ Pepsodent or Oral-B brand), toothpaste(Colgate/ Pepsodent or Babool brand), comb, shaving cream (VI-John/ Gillettee or Dettol brand), shaving razor(disposal make Gillettee Presto), two nos. of coconut oilsachets (Parachute/Vatika brand) of good quality** in all the occupied rooms. The contractor has to make a kit consisting of above mentioned items. This kit has to be given one at the time of arrival of guest and kit will be valid for three days, after three days it may be provided on demand. Accordingly, payment for this kit will be done on actual nos. of usages which means no. of guest arrived during that particular month plus nos. of kit provided on demand.
- 2.15 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.**
- 2.16 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.
- 2.17 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 provided by the contractor at his own cost.
- 2.18 BHEL may ask Contractor to get the fridge repaired provided in Transit Flat, payment shall be reimbursed by BHEL (supported by supplier's bill) on submission of your bill.
- 2.19 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 and report to Estate Office.
- 2.20 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.
- 2.21 The contractor will provide room service for tea/ coffee, foods etc as per the requirement of guest.
- 2.22 The contractor shall ensure that sufficient manpower is deployed so as to maintain high standard of housekeeping.
- 2.23 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.
- 2.24 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.
- 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 price format at Sl. No. B. 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. The list of charges should be displayed at reception and all the rooms.
- 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.
- 4.2 An attendance register is to be maintained for the attendance of the man force provided by the contractor.

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- 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 to evaluate the services provided by the contractor on a regular basis. The format will be provided by BHEL. The complaint register/ feedback forms will be provided by contractor itself and has to be kept at reception and should be accessible to all.
- 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, pen etc. required for proper upkeep of records etc. shall be provided by the contractor

5. CATERING:

- 5.1 The Contractor will provide food for the guests as per the menu and the rates, list of materials used and other terms and specifications as mentioned below:-

Sl.No	Description of Items in New Menu	Maximum ceiling Rates
1.	<u>BREAKFAST</u> (A) 1) Cornflakes with Milk/ Dalia/ Oat meal 2) Puri & Alu Sabji with Achar/ Poha with chatni OR (B) 1) Cornflakes with milk / Dalia/ Oat meal 2) Plain Paranthas & Alu Sabji 3) Achar + Curd OR (C) 1) (Iddly / Vada) and (Uttapam / Massala Dosa) with chutney and Samber OR (D) 1) Chole Bhathura and Achar, Dalia. OR (E) 1) Alu paratha with curd & Achar <u>Note :-</u> 1) Bread with 25 grm. of Jam and butter to be supplied on all days.	Rs 45/- (excluding GST) (to be quoted by bidder against this maximum ceiling limit)

(Signature of the bidder with Seal)

NIT No: - 48:AA:NOI:ADMN.:TF:112:2019-20 Dated 28.02.2020

 **ओमेन्द्र सिंह**
वरि. अभियंता (मा. सं.-टीएफएस)
Omender Singh
Sr. Engineer (HR-TAX)
भारत हेवी इलेक्ट्रिकल्स लि., रामदा कार्यालय, सेक्टर-17, नोएडा
Bharat Heavy Electricals Ltd., Estate Office Sector-17 Noida

	2) 02 nos. cutlets or 2 nos. Eggs is to be supplied as an alternative of menu at A,B,C.D& E above. 3) Tea or coffee (as per requirement of guests) with breakfast to be supplied on all days. Based on past experience, the nos. of total breakfast including for official guest will be approx. 1050 nos. per month.	
2.	<u>LUNCH / DINNER</u>	
	1) Roti – Tawa 2) Rice or Jeera Rice (Good quality of Basmati Rice will be used) 3) Yellow Dal/ Dal Makhani (alternatively) 4) Vegetable with gravy / Paneer Veg 5) Seasonal Veg. - Dry 6) Curd/ Raita 7) Achar + Papad + Salad 8) Sweet – Dish (one) 9) Mouth Freshener (Sounf + Misri) Note: Based on past experience, the nos. of total Lunch + Dinner including for official guest will be approx. 1500 nos. per month.	Rs 65/- (excluding GST) (to be quoted by bidder against this maximum ceiling limit) Menu should be different on each day
5.	<u>Miscellaneous</u>	
	1) Drinks i) Tea (100ml) – Rs 8.00 ii) Coffee (100 ml) – Rs 10.00 iii) Cold Drink (200ml) –Rs 10.00 iv) Branded Water bottle (250 ml)- Rs 8.00 v) Fruit Juice (160ml) (Tetrapack) – Rs 12.00 vi) Amul Buttermilk (Tetrapack)- Rs 10.00. 2) Snacks i) Paneer Pakodas (2 pcs)- Rs 15.00 ii) Assorted Pakodas (6 pcs) – Rs 20.00 3) Sweets – Rs 20.00 (per pc) 4) Chips - Rs 5.00 or on MRP. 5) Veg Sandwich (4 slice) – Rs 15.00 6) Eggs to order (per egg) i) Boiled – Rs 8.00 ii) Other – Rs 10.00 7) Milk (300 ml) – Rs 20.00 Note:- other items can be added as per the direction and rates as decided on mutual consent.	Rates excluding GST are mentioned along with the items. The total sum of all items is Rs 171.00 and will be appropriate in proportion of quoted rates. (for example:- if bidder quotes Rs.114.00, then all rates will be divided by 1.5)


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6.	Special Lunch / Dinner Starter :- 1) Sprout with fruits 2) Mix Veg. Pakoda 3) French Fries / Moong Dal Pakoda / Wafers etc. 4) Fruit juice/ Soup Menu for Luch/Dinner :- Rice & Roti (Good quality of Basmati Rice will be used) 1) Dal Makhani 2) Paneer item - one 3) Vegetable with gravy - one 4) Non veg item - one 5) Seasonal Dry Veg. 6) Baked Veg. 7) Curd/ Raita 8) Achar / Papad / Salad 9) Sweet or ice-cream. 10) Mouth freshener (Sounf + Misri) Note: Based on past experience, the nos. of total Special Lunch and Dinner including for official guest will be approx. 79 nos. per month.	Rs 250/- (excluding GST) (to be quoted by bidder against this maximum ceiling limit)
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- 5.2 The menu of above items along with the rates must be displayed in all rooms on a laminated paper.
- 5.3 The Raw material like refined oil, Masalas, Dals will have to be procured of excellent quality bearing Agmark / ISI mark.
- 5.4 The rice will have to be of good quality Basmati only.
- 5.5 The Atta (i.e. Flour)/ Maida/ Besan shall be used of ITC/ Shakti Bhog/ Annapurna/ Aashirwad brand only.
- 5.6 Milk & milk products shall be used of **Mother Dairy or Amul brand only.**
- 5.7 **The contractor has to provide brand new hot water cattle (Philips/ Bajaj/ Recold make for min 1.5 cup) for all 47 rooms.**
- 5.8 **The contractor has to provide two new bread toaster (for four slice, Philips make) at the time of breakfast at the counter.**
- 5.9 **The contractor also has to provide a deep freezer of min 400 liter storage capacity to store perishable food items.**
- 5.10 **The contractor has to provide the sufficient mineral drinking water in dinning hall, conferences and all 47 rooms during occupancy and the same water will be used for cooking of all meals. The water has to be as per relavant Indian standard (IS code- 10500).**
- 5.11 **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, trimmed nails and dressed up with proper uniform with their name plates and caps. They shall wear neat & clean hand gloves / apron during their duty.
- 5.12 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.
- 5.13 The connection for PNG (Piped Natural Gas) will be in the name of BHEL but billing of gas consumption shall be the responsibility of contractor on its own cost.
- 5.14 BHEL representative will check & verify the quality of items being used & cleanliness on surveillances checking.

(Signature of the bidder with Seal)

NIT No: - 48:AA:NOI:ADMN.:TF:112:2019-20 Dated 28.02.2020


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Page No. 27 of 33

- 5.15 The contractor will collect the charges of breakfast, lunch, dinner, tea or coffee directly from the guests as per the rate quoted by bidder in Sl. No. D of Price Format.
- 5.16 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 quoted by bidder in Sl. No. D of Price Format.
- 5.17 The charges for the special lunch, dinner, tea, coffee for official purposes will be reimbursed by BHEL to the contractor for which he will have to raise separate bill on monthly basis at the rates quoted at Sl. No. D of price format.
- 5.18 In view of above services, the following list of items to be provided by contractor at his own cost for the entire period of contract: -

Sl. No.	Items
1	Flower bouquet with flower pots in Rooms of GM and above level guests
2	Vacuum Cleaner
3	Batteries for clocks and remotes of ACs and TVs
4	New Hot water cattle (1.5 cup) for 47 rooms
5	New Bread Toaster – 2 nos.
6	Deep freezer of minimum 400 liter – 1 no.
7	Mineral water for drinking and cooking purposes
8	All stationary items

- 5.19 After successful completion of contract period, the contractor will remove the equipment/ materials from the premises at his own risk and cost after due permission from BHEL.

Note: The job/ services as per above scope of services are required round the clock in all seven days.

For & on behalf of “BHEL”



(Omender Singh)
Sr. Engineer (HR-TAX)

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TRANSIT FLAT: CONSOLIDATED WAGES AND OTHER ALLOWANCES
& STATUTORY PAYMENTS / CONTRIBUTIONS

All figures in Rupees (Rs) per month

Sl. No.	COMPONENT	CATEGORY OF WORKERS			
		UNSKILLED (MW @ 8,012.73)	SEMI SKILLED (MW @ 8,814.00)	SKILLED (MW @ 9,873.08)	SUPERVISOR (MW @ 9,873.08)
1(a)	U. P. Govt. Minimum wages as on 01. April, 2019	8,012.73	8,814.00	9,873.08	9,873.08
1(b)	Increase in wages given by BHEL	3,200.00	3,700.00	4,100.00	4,100.00
1	Monthly Consolidated wages including VDA (1(a) + 1(b))	11,212.73	12,514.00	13,973.08	13,973.08
2	P. F. Contribution on S.No. 1				
(a)	EPF & EPS @ 12% on S.No.1	1,346	1,502	1,677	1,677
(b)	EDLI @ 0.50% on Sl. No.1	56	63	70	70
(c)	EPF Admn. Charges @ 0.50 % on Sl.No.1	56	63	70	70
3	ESI @ 3.25% as Employer Contribution on Sl.No.1	364	407	454	454
4	Bonus @ 8.33% on minimum wages at Sl. No. 1(a)	667	734	822	822
5	Liveries Lump Sum @ Rs. 225/- per month	225	225	225	225
6	Provision against encashment of Earned Leave Salary (15 days) @ 1.25 days per month on Sl. No. 1	467	521	582	582
7	Per month category wise wage (Sub-total of Sl. No. 1 to 6)	14,394	16,029	17,873	17,873
10	Nos of Labours to be deployed	8	7	3	3
11	Total category wise wages per month	1,15,156	1,12,203	53,620	53,620
12	Total wages for all 21 nos. of contract labours				3,34,599

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 Uttar Pradesh Govt. w.e.f. 01.04.2019 has been incorporated in the category wise wage calculation and any further increase of VDA will become the part of monthly consolidated wages
2	TDS as applicable will be deducted from all the bills & TDS certificate will be issued to the Party.
3	Calculation of PF, ESI, Bonus as per Bonus Act & Leave Salary will be based on the monthly consolidated wages inclusive of VDA.


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(Signature of the bidder with Seal)

NIT No: - 48:AA:NOI:ADMN.:TF:112:2019-20 Dated 28.02.2020

Page No. 29 of 33

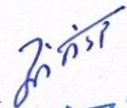
DECLARATION

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 & seal of the contractor)

Place:

Date:



ओमेन्दर सिंह
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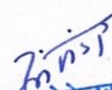
No Deviation Certificate

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 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.

(Signature & seal of the contractor)

Place:

Date:


 **ओमेन्दर सिंह**
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Bharat Heavy Electricals Ltd., Estate Office, Sector-17, Noida

BIDDER'S DETAILS

Name of the Contractor /Party/ Firm	
Name of Representative	
Postal Address	
Phone/ Landline Nos.	
Mobile Nos.	
Fax No.	
E-Mail Address	
Web Site Address (If Any)	
Bank details for payment through NEFT/RTGS and for release of EMD*	Name of Bank: Branch: Account No.: IFSC No.: MICR No.:

(Signature & seal of the contractor)


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(Signature of the bidder with Seal)

NIT No: - 48:AA:NOI:ADMN.:TF:112:2019-20 Dated 28.02.2020

Page No. 32 of 33

Certificate by Chartered Accountant on letter head

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-II) 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 year as 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


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PRICE BID-PART 'B'

Name of Job/ services : Contract for House Keeping and Catering services for Transit Flats in BHEL Township, Sector-17, Noida.

NIT No. : 48:AA:NOI:ADMN.:TF:112:2019-20 Dated: 28.02.2020

Period of Contract : Two Years from the date of placement of order.

Sl. No.	Description of Item	Lump sum Rate per month exclusive of GST in Figure	GST (@)	Lump sum Rate Per Month inclusive of GST in figure(Rs)
1	Providing tea bags / coffee sachets / Milk sachets / sugar sachets / Sugar free sachets for 04 cups of tea or coffee per day in all the occupied rooms as mentioned in scope of Job/ Services (Annexure-F1, clause no. 1.12).			
2	Providing two soaps, two shampoo sachets, tooth brush, toothpaste, comb, shaving cream, shaving razor, coconut oil, etc of good quality and quantity required for two people at the time of arrival as mentioned in scope of Job/ Services (Annexure-F1, clause no. 2.14).			
3	Providing Linen in all occupied rooms and crockery in Dining hall as and when required as mentioned in scope of Job/ Services (Annexure-F1, clause no. 2.13).			
4	Providing Housekeeping materials and other materials/ equipments mentioned in scope of Job/ Services (Annexure-F1, as per clause no. 2.2 and 5.18 respectively).			
5	Total amount per month inclusive of GST (Rs)			
A	Gross Total for two years (24 months) including GST (Rs)			

Sl. No.	Description of Item/ services	Lump sum Rate Per Month in figure(Rs) (i)	GST		Lump sum Rate Per Month including GST in figure (Rs) (iii = i x ii)
			Rate @	Amount in Figure (Rs) (ii)	
6	Providing laundry services like washing of bed sheets, bed covers, pillow covers, blanket covers & towels etc in all the occupied rooms on frequency as per the scope of Job/ services (Annexure-F1, as per clause no. 3).				
7	Total per month including GST (Rs)				
B	Gross Total for two years (24 months) including GST (Rs)				

(Signature & seal of the contractor)

(Signature of the bidder with Seal)

NIT No: - 48:AA:NOI:ADMN.:TF:112:2019-20 Dated 28.02.2020

Page No. 1 of 3


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Sl. No.	Description of Item	Lump sum Rate Per Month in figure(Rs)
8	Consolidated Minimum Wages and other allowances for deployment of at 21 nos. of contract labours as per Annexure-F2 to execute high standard of housekeeping & catering services in Transit Flats as per the scope of Job/ Services enclosed at Annexure-F1.	3,34,599.00
9	Cost of service charges & insurance cover etc for deployment of contract labours as per Sl. No. 8	
10	Total (Rs)	
11	GST (@.....%) (Rs)	
12	Total amount inclusive of GST (in Rs)	
C	Gross Total for two years (24 months) including GST (Rs)	

Sl. No.	Description of Item/ services	Catering Item	No. of Plates per month (approx.) (i)	Maximum Celing limit by BHEL per Plate (in Rs)	Rate Per Plate to be quoted by bidder (ii)	Amount (in Rs) (iii = i x ii)
13	Approx. monthly charges for catering services as given in the scope of services. Menu of Items as per Annexure - FI	Breakfast	1050	45.00		
		Lunch and Dinner	1500	65.00		
		Special Lunch/ Dinner/ Conferences	79	250.00		
		Miscellaneous Snacks	35	171.00		
14	Total Amount (in Rs)					
15	GST (@ %)					
16	Total per month including GST (Rs)					
D	Gross Total for two years (24 months) including GST (Rs)					

Sl. No.	Description of Item/ services	Amount (in Rs)
17	A	
18	B	
19	C	
20	D	
21	Total Amount for two years (inclusive of all) 'E'	

Gross Total (E) for two years inclusive of all in words:	
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(Signature & seal of the contractor)

(Signature of the bidder with Seal)

NIT No: - 48:AA:NOI:ADMN.:TF:112:2019-20 Dated 28.02.2020

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Note: -

1. The rate against Sl.No.-1 should be quoted for 100% occupancy of rooms (100% occupancy means all the 47 rooms are occupied once in a day for 30 days in a month i.e. total no of occupancy as 1410 (47X30). However, the actual payment for the material part (Sl.No.-1) will be made on the basis of actual occupancy of rooms in a given month. On an average the occupancy of rooms is 85% to 100% in a month.
2. The rate against Sl. No.-2 should be quoted for nos. of kit containing the said items for 100% occupancy given to Guests. However, the actual payment for the material part (Sl.No.-2) will be made on the basis of no. of kits consumed during occupancy. Each kit will be valid for three days and after three days it may be provided on demand. One such kit will be issued at the time of occupancy. The rate per kit will be calculated as quoted rate at Sl. No. 2 dividing by 470 (considering the validity per kit as 3 days on monthly basis for 47 rooms).
3. The rate against Sl.No.-3 should be quoted for full quantity of items of Linen and Crockery as mentioned in Annexure-F1. However, the actual payment for the material will be on monthly basis.
4. The composite monthly rate must be quoted in above format against Sl. No. A only for the complete scope of Job/ Services for 47 rooms as enclosed at Annexure-F1. However, the rate for catering services are to quoted in Sl. No. D and the same is not to be included in above rates against Sl. No. A.
5. The rate against Sl. No.- 8 should be quoted for deployment of at least 21 nos. of contract labourers. However, the actual payment against item no.-8 will be made on the basis of actual attendance of the workforce in the given month excluding the entitled leaves subject to maximum up to the quoted rate in case the wages are not revised.
6. Payment against Sl. No. 13 will be made on the basis of actual consumption of breakfast, lunch, dinner, special lunch, dinner and miscellaneous items for Official guest and Conferences at the rates quoted by bidder against maximum ceiling limit set by BHEL per plate.
7. For quoting the rate of labour part at Sl.No.-8 (as enclosed at Annexure-F2) the party will add service charges & accidental premium of insurance on the wages at Sl. No. 9.
8. The amount quoted for the material cost at Sl. No. A, will be firm for the contract period or the extended period, if any and no escalation due to increase in material cost will be accepted.
9. Amount quoted for labour cost will vary depending on the following:
 - a) Any changes in the monthly consolidated wages fixed by BHEL.
 - b) The periodic VDA increase, as and when notified by the Government.
 - c) Any changes in PF / ESI contribution of employer's portion due to changes in Labour Law or any changes in taxes.

For & on behalf of "BHEL"

(Omender Singh)

Sr. Engineer (HR-TAX)

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Page No. 3 of 3