

# **TENDER SPECIFICATION**

**Tender Specification No BHE/PW/PUR/RSCB-CATERING/1612**

**FOR**

***PROVIDING CATERING, HOUSEKEEPING & CARETAKING SERVICES  
AT BHEL GUEST HOUSE AND MESS LOCATED AT VADODARA  
TOWNSHIP.***

**VOL-I : TECHNICAL BID SPECIFICATION**



**BHARAT HEAVY ELECTRICALS LIMITED  
(A Govt. of India Undertaking)  
POWER SECTOR - WESTERN REGION  
345-KINGSWAY, NAGPUR-440 001**

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## **Tender Specification Issue Details**

**NO: BHE/PW/PUR/RSCB-CATERING/1612**

**FOR**

***PROVIDING CATERING, HOUSEKEEPING & CARETAKING SERVICES  
AT BHEL GUEST HOUSE AND MESS LOCATED AT VADODARA  
TOWNSHIP.***

EARNEST MONEY DEPOSIT: Refer Notice Inviting Tender

LAST DATE FOR                      Refer Notice Inviting Tender  
TENDER SUBMISSION

THESE TENDER SPECIFICATION DOCUMENTS CONTAINING VOLUME-I AND  
VOLUME- II ARE ISSUED TO:

M/s. ....

.....

PLEASE NOTE:  
THESE TENDER SPECS DOCUMENTS ARE NOT TRANSFERABLE.

For Bharat Heavy Electricals Limited

AGM (Purchase)

Place: Nagpur

Date:

1612

# NOTICE INVITING TENDER

(Document No PS:MSX:NIT:Rev 01 dated 1<sup>st</sup>  
Jun 2012)

Bharat Heavy Electricals Limited



**NOTICE INVITING TENDER (NIT)**  
**NOTE: BIDDER MAY DOWNLOAD FROM WEB SITES  
OR  
PURCHASE TENDERS FROM THIS OFFICE ALSO**

Dear Sir/Madam

Sub : NOTICE INVITING TENDER

Sealed offers in two part bid system are invited from reputed & experienced bidders (meeting [PRE QUALIFICATION CRITERIA](#) as mentioned in Annexure-I) for the subject job by the undersigned on behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document. Following points relevant to the tender may please be noted and complied with.

**1.0 Salient Features of NIT**

SL NO	ISSUE	DESCRIPTION
i	TENDER NUMBER	T.S. NO. BHE/PW/PUR/RSCB-CATERING/1612
ii	Broad Scope of job	<b>PROVIDING CATERING, HOUSEKEEPING &amp; CARETAKING SERVICES AT BHEL GUEST HOUSE AND MESS LOCATED AT VADODARA TOWNSHIP.</b>
iii	DETAILS OF TENDER DOCUMENT	
PART- Tender Specification Applicable		
PART-II		
	Price Schedule (Absolute value).	Applicable
iv	Start of Sales	Start: 13/04/2016 Closes: 21/04/2016, 16.00 Hrs Applicable
v	DUE DATE & TIME OF OFFER SUBMISSION	<b>Date : 22/04/2016 , Time :15.00Hrs</b> Place : BHEL-PSWR, Nagpur Tenders being submitted through representative shall be handed over to any of the following BHEL officials after making entry/registration at the reception:
		Applicable

BHARAT HEAVY ELECTRICALS LIMITED  
POWER SECTOR WESTERN REGION, NAGPUR  
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		<p>Pratish Gee Varghese / Sr. Engineer(Purchase) Ph: 0712-3048713 E-mail: <a href="mailto:pgv@bhelpswr.co.in">pgv@bhelpswr.co.in</a></p> <p>Nirmal P G / Asst. Engineer (Purchase) Ph: 0712-3048732 E-mail: <a href="mailto:nirmalpg@bhelpswr.co.in">nirmalpg@bhelpswr.co.in</a></p>	
vi	OPENING OF TENDER	<p><b>1 hours after the latest due date and time of Offer submission</b></p> <p>Notes: (1) In case the due date of opening of tender becomes a non-working day, tenders shall be opened on next working day at the same time. (2) Bidder may depute representative to witness the opening of tender</p>	Applicable
vii	EMD AMOUNT	<b>Rs.60,000 /- (Rupees Sixty Thousand Only)</b>	Applicable
viii	COST OF TENDER	Rs. 2000/- (Rupees Two Thousand Only)	Applicable
ix	LAST DATE FOR SEEKING CLARIFICATION	<p><b>Date: Atleast 2 days before the due date of offer submission</b></p> <p>Along with soft version also, addressing to undersigned &amp; to others as per contact address given below</p> <p><b>Mr Pratish Gee Varghese (<a href="mailto:pgv@bhelpswr.co.in">pgv@bhelpswr.co.in</a>)</b> <b>Mr.Nirmal P.G (<a href="mailto:nirmalpg@bhelpswr.co.in">nirmalpg@bhelpswr.co.in</a>)</b></p> <p><b>Contact No. 0712-3048732 / 713</b></p>	Applicable
x	Latest updates	<p>Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (<a href="http://www.bhel.com">www.bhel.com</a> --&gt;Tender Notifications →View Corrigendums) and not in the newspapers. Bidders to keep themselves updated with all such information</p>	
		<p><b>Contact details (BHEL-PSWR)</b></p> <p>1) Mr. Pratish Varghese /Sr. Engineer (Purchase) Ph: 0712-3048713, E-mail: <a href="mailto:pgv@bhelpswr.co.in">pgv@bhelpswr.co.in</a></p> <p>2) Mr.Shivkesh Meena / Engineer (Purchase) Ph: 0712-3048714, E-mail: <a href="mailto:svm@bhelpswr.co.in">svm@bhelpswr.co.in</a></p> <p>2) Sri.Nirmal P.G/ Asst. Engineer (Purchase) PH: 0712-3048713, E-mail: <a href="mailto:nirmalpg@bhelpswr.co.in">nirmalpg@bhelpswr.co.in</a></p>	

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		<b>Contact Details (RSC-Vadodara Office)</b>	
		<b>1) Mr. Sumit / Sr.Engineer</b>  <b>2) Mr. Manoj Kumar / Administrator (HR)</b> <b>PH: 0265-2370276</b>	

2.0 The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them, duly signed & stamped on each page, as part of offer. Rates/Price including discounts/rebates, if any, mentioned anywhere/in any form in the techno-commercial offer other than the Price Bid, shall not be entertained.

3.0 Unless specifically stated otherwise, bidder shall remit cost of tender and courier charges if applicable, in the form of Demand Draft drawn in favour of Bharat Heavy Electricals Ltd, payable at Power Sector Regional HQ at Nagpur issuing the Tender, along with techno-commercial offer. Bidder may also choose to deposit the Tender document cost by cash at the Cash Office as stated above against sl no iv of 1, on any working day; and in such case copy of Cash receipt is to be enclosed with the Techno Commercial offer. Sale of tender Documents shall not take place on National Holidays, holidays declared by Central or State Governments and BHEL PS HQ at Nagpur, Sundays and second/ last Saturdays

4.0 Unless specifically stated otherwise, bidder shall deposit EMD through Demand Draft/Pay Order in favour of Bharat Heavy Electricals Ltd, payable at Nagpur. For other details and for 'One Time EMD' please refer General Conditions of Contract.

5.0 **Procedure for Submission of Tenders:** The Tenderers must submit their Tenders to Officer inviting Tender, as detailed below:

- PART-I consisting of 'PART-I A (Techno Commercial Bid)' & 'PART-I B (EMD/COST OF TENDER)' in two separate sealed and superscribed envelopes (ENVELOPE-I & ENVELOPE-II)
- PART-II (Price Bid) – in sealed and superscribed envelope (ENVELOPE-III)
- One set of tender documents shall be retained by the bidder for their reference

6.0 The contents for ENVELOPES and the superscription for each sealed cover/Envelope are as given below. **(All pages to be signed and stamped)**

Sl no	Description	Remarks
	<b>Part-I A</b>	
	<b><u>ENVELOPE – I superscribed as :</u></b> PART-I (TECHNO COMMERCIAL BID) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION:	
	<b>CONTAINING THE FOLLOWING:-</b>	
i.	Covering letter/Offer forwarding letter of Tenderer.	
ii.	Duly filled-in 'No Deviation Certificate' as per prescribed format	

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	to be placed after document under sl no (i) above.  <b>Note:</b> a. In case of any deviation, the same should be submitted separately for technical & commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. The list of such deviation shall be placed after document under sl no (i) above. It shall be specifically noted that deviation recorded elsewhere shall not be entertained. b. BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding. i). In case of acceptance of the deviations, appropriate loading shall be done by BHEL ii). In case of unacceptable deviations, BHEL reserves the right to reject the tender	
iii.	Supporting documents/ annexure/ schedules/ drawing etc as required in line with Pre-Qualification criteria.  It shall be specifically noted that all documents as per above shall be indexed properly and credential certificates issued by clients shall distinctly bear the name of organization, contact ph no, FAX no, etc.	
iv.	All Amendments/Correspondences/Corrigenda/Clarifications/Changes/ Errata etc pertinent to this NIT.	
v.	Integrity Pact Agreement (Duly signed by the authorized signatory)	If applicable
vi.	Duly filled-in annexures, formats etc as required under this Tender Specification/NIT	
vii.	Notice inviting Tender (NIT)	
viii.	Volume – I A : <u>Technical</u> Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc	
ix.	<del>Volume – I B : Special Conditions of Contract (SCC)</del>	
x.	Volume – I C : General Conditions of Contract (GCC)	
xi.	<del>Volume – I D : Forms &amp; Procedures</del>	
xii.	Volume – II (UNPRICED – without disclosing rates/price, but mentioning only 'QUOTED' or 'UNQUOTED' against each item	
xiii.	Any other details preferred by bidder with proper indexing.	

<b>PART-I B</b>		
	<b>ENVELOPE – II superscribed as:</b> PART-I (EMD/COST of TENDER) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION:	
	<b>CONTAINING THE FOLLOWING:-</b>	
i.	1. Earnest Money Deposit (EMD) in the form as indicated in	

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	<p>this Tender</p> <p style="text-align: center;"><b>OR</b></p> <p>Documentary evidence for 'One Time EMD' with the Power Sector Region of BHEL floating the Tender</p> <p>2. Cost of Tender ( Demand Draft or copy of Cash Receipt as the case may be)</p>	
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<b>PART-II</b>		
<b>PRICE BID</b> consisting of the following shall be enclosed		
<b>ENVELOPE-III</b> superscribed as: PART-II (PRICE BID) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION:		
<b>CONTAINING THE FOLLOWING</b>		
i	Covering letter/Offer forwarding letter of Tenderer enclosed in Part-I	
ii	Volume II – PRICE BID ( Duly Filled in Schedule of Rates – rate/price to be entered in words as well as figures)	

<b>OUTER COVER</b>		
<b>ENVELOPE-IV</b> (MAIN ENVELOPE / OUTER ENVELOPE) superscribed as: TECHNO-COMMERCIAL BID, PRICE BID & EMD TENDER NO: NAME OF WORK: PROJECT: DUE DATE OF SUBMISSION:		
<b>CONTAINING THE FOLLOWING:</b>		
i	<ul style="list-style-type: none"> <li>o Envelopes I</li> <li>o Envelopes II</li> <li>o Envelopes III</li> </ul>	

SPECIAL NOTE : All documents/ annexures submitted with the offer shall be properly annexed and placed in respective places of the offer as per enclosure list mentioned in the covering letter. BHEL shall not be responsible for any missing documents.

- 7.0 Deviation with respect to tender clauses and additional clauses/suggestions in Techno-commercial bid / Price bid shall NOT be considered by BHEL. Bidders are requested to positively comply with the same.
- 8.0 BHEL reserves the right to accept or reject any or all Offers without assigning any reasons thereof. BHEL also reserves the right to cancel the Tender wholly or partly without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).

- 9.0 Void.
- 10.0 Since the job shall be executed at site, bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation, applicable wage structure, wage rules, etc before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions.
- 11.0 For any clarification on the tender document, the bidder may seek the same in writing or through e-mail, as per specified format, within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay or any other delays. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.
- 12.0 BHEL may decide holding of pre-bid discussion [PBD] with all intending bidders as per date indicated in the NIT. The bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Bidders shall plan their visit accordingly. The outcome of pre-bid discussion (PBD) shall also form part of tender.
- 13.0 In the event of any conflict between requirement of any clause of this specification/ documents/drawings/data sheets etc or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting/submission of offer, else BHEL's interpretation shall prevail.
- 14.0 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.
- 15.0 Bidders shall submit Integrity Pact Agreement (Duly signed by authorized signatory who signs in the offer), **if applicable**, along with techno-commercial bid. This pact shall be considered as a preliminary qualification for further participation. **The names and other details of Independent External Monitor (IEM) for the subject tender is as given at point (1) above.**
- 16.0 The Bidder has to satisfy the Pre Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of satisfying the Pre Qualification Criteria specified in this NIT as per Annexure-I (as applicable), past performance etc. and date of opening of price bids shall be intimated to only such bidders. BHEL reserves the right not to consider offers of parties under HOLD.
- 17.0 In case BHEL decides on a 'Public Opening', the date & time of opening of the sealed PRICE BID shall be intimated to the qualified bidders and in such a case, bidder may depute one authorised representative to witness the price bid opening. BHEL reserves the right to open 'in-camera' the 'PRICE BID' of any or all Unsuccessful/Disqualified bidders under intimation to the respective bidders.

- 18.0 Validity of the offer shall be for **six months** from the latest due date of offer submission (including extension, if any) unless specified otherwise.
- 19.0 BHEL reserves the right to decide the successful bidder on the basis of Reverse Auction process. In such case all qualified bidders will be intimated regarding procedure/ modality for Reverse Auction process prior to Reverse Auction and price will be decided as per the rules for Reverse Auction. .
- However, if reverse auction process is unsuccessful as defined in the RA rules/procedures, or for whatsoever reason, then the sealed 'PRICE BIDS' will be opened for deciding the successful bidder. BHEL's decision in this regard will be final and binding on bidder.
- 20.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 21.0 In case the bidder is an "Indian Agent of Foreign Principals", 'Agency agreement has to be submitted along with Bid, detailing the role of the agent along with the terms of payment for agency commission in INR, along with supporting documents.
- 22.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- ~~23.0 Consortium Bidding (or Technical Tie up) shall be allowed only if specified in Pre Qualifying Requirement (PQR) criteria, and in such a case the following shall be complied with:~~
- 24.0 The bidder shall submit documents in support of possession of 'Qualifying Requirements' duly self certified and stamped by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately.
- 25.0 The bidder may have to produce original document for verification if so decided by BHEL.
- 26.0 Order of Precedence  
In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:
- a. Amendments/Clarifications/Corrigenda/Errata etc issued in respect of the tender documents by BHEL
  - b. Notice Inviting Tender (NIT)
  - c. Price Bid
  - d. Technical Conditions of Contract (TCC)—Volume-1A
  - ~~e. Special Conditions of Contract (SCC)—Volume 1B~~
  - f. General Conditions of Contract (GCC) —Volume-1C
  - ~~g. Forms and Procedures—Volume 1D~~

It may please be noted that guidelines/rules in respect of suspension of business dealings', 'Vendor evaluation format', 'Quality, Safety & HSE guidelines', etc may undergo change from time to time and the latest one shall be followed.

for BHARAT HEAVY ELECTRICALS LTD

AGM Pur

**Enclosure**

01. Annexure-1: Pre Qualifying criteria
02. Annexure-2: Important Information.

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- 03. Annexure-3: Check List
- 04 Other Tender documents as per this NIT

**PRE QUALIFYING REQUIREMENTS (Annexure-1)**

<b>JOB</b>	<b>PROVIDING CATERING, HOUSEKEEPING &amp; CARETAKING SERVICES AT BHEL GUEST HOUSE AND MESS LOCATED AT VADODARA TOWNSHIP.</b>
<b>TENDER NO</b>	BHE/PW/PUR/RSCB-CATERING/1612

SL NO	PRE QUALIFICATION CRITERIA	Bidders claim in respect of fulfilling the PQR Criteria	
		Name and Description of qualifying criteria	Page no of supporting document. Bidder must fill up this column as per applicability
A	Submission of Integrity Pact duly signed (if applicable)	<b>NOT APPLICABLE</b>	
B	<p><b><u>Technical</u></b></p> <p>Bidder must have successfully executed any of the following <b>similar Job (<u>Providing Catering / Housekeeping and catering service for Offices/ /Commercial establishments/ Institutions</u>)</b> in the last seven (7) years (<b>Except for B.4</b>) as on latest date of bid submission:-</p> <p><b>B.1) Executed one Similar job in Single work order of Rs. 21 Lakhs or more.</b></p> <p style="text-align: center;"><b>OR</b></p> <p><b>B.2) Executed Two Similar jobs each of Rs. 13.0 Lakhs or above against 2 work orders.</b></p> <p style="text-align: center;"><b>OR</b></p> <p><b>B.3) Executed Three similar jobs each of Rs.11 Lakhs or more against 3 work orders.</b></p> <p style="text-align: center;"><b>OR</b></p> <p><b>B.4) Bidder must have executed the similar work consist of providing 25 or above nos. of meals per day, in a consecutive period of 6 Months against such order(s)/contract(s), in last 3 years as on latest date of offer submission.</b></p> <p><b>Note: Necessary document proof viz. Work order &amp; Completion certificate to be furnished by bidder to establish above criteria.</b></p>	APPLICABLE	
C-1	<p><b><u>FINANCIAL TURNOVER</u></b></p> <p>Bidders must have achieved an average annual financial turnover of <b>Rs. 8.0 Lakhs</b> or more over last three Financial</p>	APPLICABLE	

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	Years (FY) i.e. Financial Years 2013-14,2014-15,2015-16 or FY. 2012-2013, 2013-2014 and 2014-2015 if Annual Accounts for FY 2015-16 not audited.		
C-2	<b>NETWORTH (only in case of Companies)</b> Net worth of the Bidder based on the latest Audited Accounts as furnished for 'C-1' above should be positive.	APPLICABLE	
C-3	<b>PROFIT</b> Bidder must have earned cash profit in any one of the three Financial Years as applicable in the last three Financial Years defined in 'C-1' above based on latest Audited Accounts.	APPLICABLE	
D	Assessment of Capacity of Bidder to execute the work as per sl no 9 of NIT (if applicable)	NOT APPLICABLE	By BHEL
E	<b>Price Bid Opening</b> <b>Note:</b> Price Bids of only those bidders shall be opened who stand qualified after compliance of criteria A to E	APPLICABLE	BY BHEL
G	Consortium criteria	NOT APPLICABLE	
<p><b><u>Explanatory Notes for the PQR (unless otherwise specified in the PQR):</u></b></p> <ol style="list-style-type: none"> <li>1. Bidder to submit Audited Balance Sheet and Profit and Loss Account for the respective years as indicated against C-1 above along with all annexures.</li> <li>2. In case audited financial statements have not been submitted for all the three years as indicated against C-1 above, then the applicable audited statements submitted by the bidders against the requisite three years, will be averaged for three years i.e total divided by three.</li> <li><b>3. If financial statements are not required to be audited statutorily, then instead of audited financial statements, financial statements are required to be certified by Chartered Accountant.</b></li> <li>4. C-2:-NETWORTH: Shall be calculated based on the latest Audited Accounts as furnished for C-1 above. Net worth = Paid up share capital + Reserves. (Net worth is required to be evaluated in case of companies) .</li> <li>5. C-3:- PROFIT : shall be NET profit (PAT + Non cash expenditure viz depreciation) earned during any one of the three financial years as in C-1 above.</li> <li>6. Time period for achievement of the 'Technical' criteria of PQR (as in 'B' above) will be the last 7 years (except for PQR B.4 &amp; B.5) ending on the 'latest date' of Bid submission.</li> <li>7. 'EXECUTED' means the Vendor should have achieved the criteria specified in the Technical criteria of PQR (as in 'B' above) even if the Contract has not been completed or closed</li> <li><b>8. The value of work (Experience submitted against PQR B) shall be updated as per the PVC indices for "All India Avg. Consumer Price Index for Industrial Workers" with base month as date of execution (completion of contract/work) and indexed upto two months prior to bid opening month.</b></li> </ol>			

BIDDER SHALL SUBMIT ABOVE PRE-QUALIFICATION CRITERIA FORMAT, DULY FILLED-IN, SPECIFYING RESPECTIVE ANNEXURE NUMBER AGAINST EACH CRITERIA AND FURNISH

RELEVANT DOCUMENT INCLUSIVE OF WORK ORDER AND WORK COMPLETION CERTIFICATE  
ETC IN THE RESPECTIVE ANNEXURES IN THEIR OFFER.

## **Annexure -2**

### **IMPORTANT INFORMATION**

Sealed Tenders shall be submitted at following address to AGM /Purchase BHEL PSWR NAGPUR:

**BHEL PSWR, SRIMOHINI COMPLEX, 345 KINGSWAY, NAGPUR 440001, INDIA**

All correspondences regarding this tender shall be addressed to AGM / PURCHASE BHEL PSWR at above address. Bidders may also opt to correspond with following BHEL officials regarding this tender through email at following email ids. However please be informed that sealed tenders shall necessarily be submitted in original at above address:

AGM Purchase, Email id: [rajeebc@bhhelpswr.co.in](mailto:rajeebc@bhhelpswr.co.in). Ph: +91 – 712 – 3048633

Sr Engineer Purchase, Email: [pgv@bhhelpswr.co.in](mailto:pgv@bhhelpswr.co.in), Ph: +91 – 712 – 3048713

Asst.Engineer ,Purchase, E-mail: [nirmalpg@bhhelpswr.co.in](mailto:nirmalpg@bhhelpswr.co.in), Ph: 0712-3048732

- 1. The offers 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 banned firms is available on BHEL web site ([www.bhel.com](http://www.bhel.com) ---> Tender Notification -> List of Banned Firms )**
- 2. Refer Chapter XII of Volume IB Special Conditions of Contract regarding Suspension of Business Dealings: The abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' has now been uploaded on [www.bhel.com](http://www.bhel.com) on "supplier registration page" at the following link: [http://www.bhel.com/vender\\_registration/pdf/Suspension-of-Business-Dealings-with-Supplier-issued-Sept13\\_abridged.pdf](http://www.bhel.com/vender_registration/pdf/Suspension-of-Business-Dealings-with-Supplier-issued-Sept13_abridged.pdf)**
- 3. All Statutory Requirements as applicable for this project shall be complied with.**
- 4. BHEL Fraud Prevention Policy, "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."**
- 5. Acceptance of Bank Guarantee (BG)**

**Revision in Acceptance of Bank Guarantee (BG) Clause no. 1.10.3 (V) of Vol I C GCC:**

**Clause No. 1.10.3 (V) of Vol IC GCC is revised as below:-**

"Bank Guarantee issued by:

- Any of the BHEL consortium bank listed below :

State Bank of India  
ABN Amro Bank N.V.  
Bank of Baroda  
Canara Bank

Citi Bank N.A.  
Corporation Bank  
Deutsche Bank  
HDFC Bank Ltd.  
The Hongkong and Shanghai Banking Corporation Ltd  
ICICI Bank Ltd.  
IDBI Ltd.  
Punjab National Bank  
Standard Chartered Bank  
State Bank of Travancore  
State Bank of Hyderabad  
Syndicate Bank

- b. Any public sector Bank (other than consortium banks) with a clause in the text of Bank Guarantee that it is enforceable at Nagpur, Maharashtra
- c. Any private sector banks, with a clause in the text of Bank Guarantee that it is enforceable by being presented at any branch of the bank

**Note: “Bank Guarantees issued by Co-operative Banks are not acceptable”.**

BHARAT HEAVY ELECTRICALS LIMITED  
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T.S NO. BHE/PW/PUR/RSCB-CATERING/1612

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**Check List (Annexure-3)**

**Bidder should duly fill all information in table given below:**

1	Name and Address of the Tenderer		
2	Details about type of the Firm/Company	Private Limited/ Partnership/ Proprietorship (Please tick ( <input type="checkbox"/> ) whichever applicable)	
3	Details of Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: Fax No:	
4	EMD DETAILS	DD No:                      Date : Bank :                      Amount: <u>Please tick ( <input type="checkbox"/> ) whichever applicable:-</u> ONE TIME EMD / ONLY FOR THIS TENDER	
		APPLICABILITY	BIDDER REPLY
6	Whether the format for compliance with <b>PRE QUALIFICATION CRITERIA</b> is understood and filled with proper supporting documents referenced in the specified format	Applicable	YES / NO
7	Audited profit and Loss Account for the last three years submitted	Applicable	YES/NO
8	Copy of PAN Card submitted	Applicable	YES/NO
9	Whether all pages of the Tender documents including annexures, appendices etc are read understood and signed	Applicable/Not Applicable	YES/NO
11	Declaration by Authorised Signatory submitted	Applicable	YES/NO
12	No Deviation Certificate submitted	Applicable	YES/NO
<del>13</del>	Declaration confirming knowledge about Site Conditions submitted	Applicable	YES/NO
14	Declaration for relation in BHEL submitted	Applicable	YES/NO
<del>15</del>	<del>Non Disclosure Certificate submitted</del>	<del>Applicable</del>	<del>YES/NO</del>
16	Bank Account Details for E-Payment submitted	Applicable	YES/NO
19	Power of Attorney for Submission of Tender/Signing Contract Agreement submitted	Applicable	YES/NO

NOTE : STRIKE OFF 'YES' OR 'NO', AS APPLICABLE

DATE :

AUTHORIZED SIGNATORY  
(With Name, Designation and Company seal)

1612

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

BHARAT HEAVY ELECTRICALS  
LIMITED



BHARAT HEAVY ELECTRICALS LIMITED  
POWER SECTOR WESTERN REGION, NAGPUR  
**Chapter- 1 General Terms & Conditions**

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**GENERAL INSTRUCTIONS TO TENDERERS**

1.0 This tender specification as a whole, duly furnishing the following details, shall be duly signed in each and every page and sent in a sealed cover super scribing “*TENDER FOR PROVIDING CATERING, HOUSEKEEPING & CARETAKING SERVICES AT BHEL GUEST HOUSE AND MESS LOCATED AT BHEL TOWNSHIP, GAYATRI NAGAR, GOTRI ROAD, VADODARA (G.J)-390021*”, as per prescribed menu and supply schedule set by BHEL.

2.0 The bidders shall thoroughly go through all the clauses/specifications, terms and conditions stipulated in the Tender documents. In case, the bidders have any doubt about the meaning of any portion of the tender specifications or the tender documents issued are incomplete or require clarification on any of the technical aspect, scope of work, etc. they shall at once contact the authority inviting the tender for clarification before submission of their offer.

3.0 Before submitting their offers, the bidders are advised to visit/inspect the BHEL/VADODARA TOWNSHIP premises located at *GAYATRI NAGAR, GOTRI ROAD, VADODARA (G.J)-390021*, and get themselves well acquainted with the working atmosphere and other prevalent conditions, facilities available. No claim shall be entertained later, on the grounds of lack of knowledge.

4.0 Bidder must furnish all the required information as per the instructions given in various sections of the tender specification. Each and every page of the tender specification must be signed and submitted **ALONG WITH THE OFFERS BY THE BIDDERS AS A TOKEN OF COMPLETE ACCEPTANCE THEREOF.**

5.0 The bidder shall quote the rate(s) in English language and international numerals. The rate(s) shall be in whole rupees. The rate(s) shall be entered in figures as well as in words. For the purpose of the tender the metric system of units shall be used.

6.0 All entries in the tender shall either be typed or be in written form. Erasures and overwriting are not permitted. Such Tenders may be liable to summarily rejected. All cancellations, insertions, overwriting, etc. shall be duly attested by the bidders.

7.0 “LETTER OF INTENT” shall mean the intimation by a letter to the bidders that his/her tender has been accepted in accordance with provisions contained in that letter. The responsibility of the contractor commences from the date of issue of this letter or any other date if explicitly mentioned in the letter and all the terms and conditions of the contract are applicable from this date.

8.0 **SUBMISSION OF TENDERS:** All tenders shall be submitted in **THREE PARTS** as detailed in NIT (Notice Inviting Tender).

9.0 **EMD:** An amount of Rs. 60,000/- is required to be paid the agency toward EMD in favor of Bharat Heavy Electricals Limited by DD payable at Nagpur.

11.0 **Security** Deposit : Security Deposit shall be collected from the successful tenderer. The rate of Security Deposit will be as detailed in General Conditions of Contract issued herein

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10.0 **PRICE BID:** The Bidder shall go through all the Sections and Annexures and quote Lump Sum Rate per LUNCH accordingly in a Sealed Cover in the format enclosed.

11.0 The price bids of only those Bidders will be opened whose “Techno-Commercial Bid” and the Earnest Money Deposit requirements are found to be in order and acceptable to BHEL.

12.0 **AUTHORISATION & ATTESTATION:** Tenders shall be signed by persons duly authorised/empowered to do so. Certified copies of such authority and relevant documents shall be submitted along with the tenders.

13.0 **EXECUTION OF CONTRACT:** The responsibility of successful Bidder under this contract commences from the date as specified in the Letter of Intent by BHEL.

14.0 **REJECTION OF TENDER & OTHER CONDITIONS:**

The acceptance of tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves thereof rights for the following without assigning any reason whatsoever.

- a) To reject any or all of the tenders
- b) To split up the work amongst two or more bidders.
- c) To award the work in part

15.0 Conditional tenders containing absurd or unworkable rates and amounts and tenders which are incomplete and otherwise defective and tenders which are not in accordance with the tender conditions and specifications, etc. are liable to be rejected.

**16. If the rates quoted by L1 are not found justifiable as per the prevailing rates in market and BHEL estimate, BHEL reserves the right to enquire the cost break-up as quoted by L1 or summarily reject the tender.**

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

18.0 If the Bidder deliberately gives wrong information in this Tender, BHEL reserves the right to reject such Tender at any stage or to cancel the contract, if awarded and forfeit the EMD/Security Deposit.

19.0 Should a Bidder or contractor or in the case of a firm or company one or more of its partners/shareholders/Directors have relatives employed in the capacity of an Officer in BHEL, the authority in BHEL inviting the Tender shall be informed of the fact along with name of the Officer, failing which BHEL may at its sole discretion reject the Tender or cancel the contract and may forfeit the EMD/SD.



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**Chapter- II Scope of Work & Contract Conditions**

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**SCOPE, SPECIAL TERMS AND CONDITIONS OF THE CONTRACT**

**1. SCOPE OF WORK**

The contractor will perform all the services pertaining to Care taking and housekeeping of the Guest House and Catering at BHEL Mess, located at BHEL TOWNSHIP, GAYATRI NAGAR, GOTRI ROAD, VADODARA (G.J)-390021 consisting of 06 rooms, toilets, dining room, reception, kitchen etc. The contractor will supply all consumables, tools & tackles required for the job. Broadly, contractor will be responsible for following works:

**A) Guest House Maintenance/Housekeeping:**

Guest House maintenance shall include the following:-

**1. CARE TAKING SERVICES:**

The contractor will provide round the clock attendant (01 Cook and 01 Helper) services at Guest House. Attendant services will include issue of cleaned, washed, dried, Blankets, Towels, etc. every day and other materials required by occupants of the Guest House from time to time. They will be also responsible for accounting of issues and returns and reporting on losses and damages. Contractor will also provide round the clock reception services. Reception services will include allotment of rooms to the guests, getting the necessary entries made in the records on arrival and departure of guests.

Caretaking Services shall include:-

- (a). To maintain Guest House with all bed rooms with attached toilet cum bath rooms, Kitchens, drawing room and dining halls etc.
- (b). To provide liquid mosquito repellent in all the rooms, replace the same as and when required, provide odonil in bath rooms, etc.
- (c). To provide one Bathing soap (Dettol or equivalent 10 Rs pack) for guests.
- (d). To provide clean and washed towels, bed spreads, pillow covers for guest and the same shall be changed once in three day or on arrival of a new guest, whichever is earlier. The blanket, bed sheets, cots mattresses, pillows etc. will be provided in the beginning of the contract by BHEL or whenever required and are to be cleaned, washed by contractor at his own cost.
- (e). To maintain the complete Guest House and the common place of use in hygienic clean condition at all time
- (f). To comply with all the rules and regulations in respect of all the labour laws and statutory requirements including the safety regulation.
- (g). Preparation of breakfast, Lunch, Snacks and supper, tea and coffee, etc. for guests. The Contractor shall be responsible for procurement of raw materials and ingredients. The rates of Breakfast/Lunch/dinner, etc. shall be as per annex VII .Payment on this account shall be collected by contractor from guests directly.

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- (h). Supervision of the Guest House on a daily basis and see the upkeep of premises.
- (i). Manage the arrival of VIPs and meeting & dinner hosted at Guest House.
- (j). Complete the Check-in and Checkout formalities of guests.
- (k). Preparation of bills and collection of charges from guests and deposit amount in BHEL Account Section along with the monthly bills.
- (l). Liaisoning with the BHEL Officer-in-charge for the allotment of rooms.
- (m). Maintenance of occupancy registers on daily basis.

The exact inventory of the items shall however be taken and recorded by BHEL at the time of handing over the job. Any other material/equipment required by the contractor for the day-to-day working i.e. consumables like soap/ shampoo/detergents etc., shall be purchased and made available by contractor. The contractor will be responsible to maintain all provided items in service condition at his own cost.

Accommodation and electricity for 01 Cook & 01 Helper shall be provided on free of cost by BHEL in township premises.

## **2. HOUSEKEEPING & CLEANING SERVICES:**

Housekeeping and cleaning works at Guest House include:

- (a) Dusting of furniture, walls, TV sets, Tables, Refrigerator and removal of cobwebs etc.
- (b) Cleaning of all rooms, corridors, removal and quick disposal of garbage and kitchen wastes.
- (c) Maintenance of the dining hall at BHEL mess.
- (d) Removal of tainted material & dust from floors, rooms, verandah, kitchen, toilets, etc
- (e) Maintenance of surfaces of building, porcelain fixtures, plastic/ PVC fixtures, brass/ metal fittings and tiles.
- (f) Providing and maintain of beds, clean linen, blankets, towels, soaps etc. to guests daily.
- (g) Keep the rooms ready to occupy.
- (h) Providing materials in each rooms, listed in Annexure-G on daily basis to occupants.
- (j) Any other job assigned by BHEL from time to time.

## **3. LAUNDRY SERVICES**

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- (a) BHEL will provide basic infrastructure, free electricity, water, etc to facilitate the laundry services. However, contractor will arrange the detergent powder for washing machine, washing soap, steam iron, iron board, etc.
- (b) Cleaning of bed sheet and towel of all 06 rooms in every three days or when Guest arrives whichever is earlier
- (c) The contractor will provide laundry and ironing services to guests on payment basis. Ironing services will be provided to guests within 1 hour on payment basis
- (d) Cloth washing services to guests will be provided, preferably on the same day or the next day, depending on the urgency and requirement of guest on payment basis
- (e) Wherever, dry-cleaning will be required, contractor will arrange it from local market on payment basis
- (f) Providing laundry services to guests as per scheduled rates, given in Annexure- F

**B) Catering Services at BHEL Mess:**

The contractor will perform all the services pertaining to Catering at BHEL Mess, located at BHEL TOWNSHIP, GAYATRI NAGAR, GOTRI ROAD, VADODARA (G.J)-390021. Contractor is required to prepare lunch for BHEL staff working at Vadodara, as per the attached menu and serve it at dining hall.

Catering Services at BHEL Mess shall include:-

1. To prepare lunch at mess kitchen in BHEL township and serve it at dining hall/office table by sharp 1300 hrs.
2. To clean the kitchen, dining hall, hand wash area, dish wash area etc., with water and soap solution and moped, after lunch and will be disinfected once in a Week or as per direction of BHEL in charge.
3. To keep the mess area clean and hygienic before and after lunch.
4. To dispose-off the garbage so collected from the mess just after the lunch hours.
5. The contractor is required to prepare and serve safe & hygienic Lunch and other requirements at BHEL Mess. Food items, cooking gas, etc. for preparation of Lunch (as per prescribed menu) & supply of other requirements shall be under the scope of the contractor. The contractor has to serve the lunch and other requirements to BHEL's staff and guests at BHEL Mess on all working days & on holidays also of BHEL, as & when required.
6. The contractor shall be responsible for proper maintenance and cleaning of cooking utensils in a hygienic method. The Steel Boxes/Plates, bowls, spoons, cup & saucers, mugs, etc. will be provided once in the beginning of the contract by BHEL and are to be cleaned, washed by using detergent powder in boiled water daily by the contractor at his own cost. The contractor shall be solely responsible for taking care of all the items provided by BHEL. In case of any loss/damage to the items provided, the same shall be replaced by the contractor having the same

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specifications as was provided initially. BHEL reserves the right to accept/deny the quality & specification of the item so replaced.

#### **7.0 SERVICES TO BE RENDERED BY THE CONTRACTOR AT BHEL MESS**

7.1 The standard menu for the lunch is enclosed. The contractor should strictly follow the menu as approved by the BHEL from time to time. Besides lunch, the contractor has to serve tea/coffee/lemon juice/cold drinks/namkeen/biscuit etc. and other requirements as and when required. The ingredients for preparing the requirements have to be arranged by the contractor only at his cost. The contractor will be reimbursed 10% towards service charges on the actual cost plus applicable taxes against submission of the bills duly supported by documentary evidences.

7.2 The contractor shall also provide to maintain an inspection register in the canteen, on which inspection report by BHEL HR/Admn Representative should be listed down in presence of contractor's supervisor/representative.

7.3 The contractor shall also provide special catering service as per order placed on them for various Meetings/Conference/Training programme to be held at BHEL office Vadodara and at any other place at Vadodara for which rate(s), terms and conditions as mutually agreed shall be binding on the contractor.

#### **7.4 Approximately 30 to 35 nos. lunches shall be required on all working days depending on attendance.**

7.5 The contractor shall have to serve lunch against coupons. There are two types of coupons – One for Employees to be offered against lunch coupon and other for Guest which are to be signed by the concerned official/department. Responsibility for collection of lunch coupons shall be within the scope for the contractor. It is advisable to collect the coupons prior to serving lunch/after lunch as may be deemed fit by the contractor. Coupons collected on account of above may be billed monthly for payment within thirty (30) days.

7.6 The contractor shall be solely responsible for preparation of Lunch in BHEL Mess and serving of hygienic lunch by sharp 13.00 hours to the employees of BHEL office located at *GAYATRI NAGAR, GOTRI ROAD, VADODARA (G.J)* regularly without fail. Any failure in the timings shall attract penalty as per Sl.no 9 of the tender documents

**The contractor shall acknowledge the receipt of quantities of Steel Boxes/Plates, bowls, spoons, cup & saucers, mugs, etc. provided by BHEL, before the beginning of the contract which shall be equated at the time of end of the contract. Any deviation in the acknowledged quantity & quality equated at the end of the contract will be recovered before processing the final bills of the contractor.**

#### **8.0 REIMBURSEMENT OF COUPONS AND OTHER CHARGES AT BHEL MESS**

8.1 For providing the above catering services at BHEL Mess, the contractor will be paid at the rates quoted for Lunch & other requirements by the agency against submission of coupons.

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8.2 For serving of other items such as Special Lunch, the contractor will be paid at the rates agreed upon as per the quantity, quality and variety of the items which shall be duly certified by the concerned official of BHEL and the same shall be binding on the contractor.

8.3 For sub-delivery of lunch packets from Restaurants/Hotels, snacks items, mixtures, biscuits etc. the contractor will be reimbursed 10% towards service charges on the actual cost plus applicable taxes against submission of the bills duly supported by documentary evidences.

**9.0 INGREDIENTS/MASALAS AND OTHER RAW MATERIALS:**

9.1 The contractor must use the ingredients/masalas & other raw materials as specified /listed in the menu only (Annexure-A). Non adherence to the specifications will attract penalties as listed in the penalty clauses elaborated under Sl.No 9.

9.2 The contractor must use fresh quality of raw material, for cooking purposes (both at BHEL Mess & Guest House) to avoid any complication.

9.3 The contractor shall use only fresh quality of seasonal vegetables.

9.4 There will be strict quality control of food. The prohibited items like baking soda, chemical color, adulterated oils should not be used. Detection of use such items may lead to termination of the contract without assigning any reason and the EMD/SD shall be forfeited.

**10.0 CLEANLINESS:**

All (Steel Plates, utensils, plates cups bowls, etc.) shall be collected, cleaned, washed in boiled water by using detergent powder and other materials, dried and stored immediately after use. It is the responsibility of the contractor to get the utensils cleaned and sterilized before use. The contractor should ensure cleanliness and hygiene of the utensils. In case any spot/wastes are noticed in such utensils, no payment will be made against that lunch and alternative lunch has to be arranged by the contractor for which no extra payment shall be made by BHEL/employee concerned. The contractor shall also keep the BHEL Mess premises clean and maintain the same in hygienic condition at all times to the satisfaction of the competent authority.

**2.0 HEALTH/CLEANINESS:**

No employee of the contractor shall be allowed to perform duty with illness/fever/contiguous diseases.

**2.1 ENVIRONMENT:**

The contractor along with his working hands must be well acquainted with the cleanliness in Guest House and Mess premises. Disposition of excess food/wastes along with the other garbage should be done as per the Rules of Municipal Corporation of the locality.

**2.3 STORAGE OF MATERIALS:**

Storage of material at BHEL Mess and Guest House should be done in professional manner.

**3.0 INSPECTION**

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The contractor shall allow inspection of the, guest house, raw materials, BHEL mess and food prepared by an authorized representative of BHEL. The inspection authority shall note observations in the Register maintained by the contractor.

#### **4.0 MODE OF PAYMENT**

The payment shall be made in Indian currency only by RTGS to the bank account directly.

1. The bills for lunch/Tea/Coffee & other consumables i.r.o BHEL Mess shall be produced for payment (the coupons against which the lunch/Tea/Coffee & other consumables are served shall be attached) on monthly basis along with supporting documents viz copy of wage register, attendance register, PF Challan, ESI payment challan, service tax challan, proof of salary deposited e.t.c and it may be released within 30 (Thirty) days from the date of submission of the bill.

**2. For Caretaking and housekeeping at BHEL Guest House, a flat rate of Rs 50/ day per occupancy, shall be reimbursed to the contractor on monthly basis. Payment for food and other services like laundry etc. should be directly charged from the guest.**

#### **5.0 SUPERVISION OF GUEST HOUSE AND MESS**

The contractor shall engage an experienced supervisor empowered to take decisions regarding subject services. The contractor shall inform in writing the name of his supervisor engaged by him for supervision purposes and should be familiar with such activities. The Supervisor shall be responsible for the day-to-day functioning of the Guest House and BHEL Mess as well. Charges towards the deployment of supervisor shall not be reimbursed to the contractor.

#### **6.0 DEPLOYMENT OF MANPOWER**

The bidders prior to submit their offers must visit BHEL premises to decide deployment of manpower for execution of above services at BHEL Township Vadodara. **Following are the identified requirements of manpower.**

**6.1 One Cook (Semi-Skilled) and Two helpers (Unskilled) for serving lunch and other requirements at BHEL Mess premises.**

**6.2 One Cook (Semi-Skilled) and One helper cum service boy (Unskilled) for caretaking, serving lunch and other requirements at BHEL Guest House.**

6.2.1 The contractor shall in respect of his employees furnish to the company the following information:

Name, father's name, date of birth, educational qualification, two identifying body marks, full residential address present and permanent home address, past experience and a passport size photograph.

**6.2.2 Duties of Service Personnel & Supervisor:**

a. The service personnel have to fill the water bottles placed in each desk well before the start of the office timings twice a day i.e. before 09.00 am & 02.00 pm (after lunch hrs). For this

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they have to report to BHEL office sharp by 08.30 hrs in the morning. Non adherence to the timings will attract penalties as listed in the penalty clauses elaborated under Sl.No 16.

b. Tea has to be served twice a day on regular basis i.e. around 09.30 am & 03.00 pm without any fail. In addition to this they are also responsible for serving tea/coffee/other consumables within 10 minutes to BHEL guests as & when required & requested by BHEL staff.

c. They have to serve the lunch at dining hall/office table to every BHEL staff by sharp 01.00 pm.

d. Supervisor has to pass the necessary instructions as per the requirement and prompt delivery should be ascertained by him.

6.3 The manpower deployed by the contractor shall be between 18 to 45 years of age. They should be physically and mentally fit and should not have any criminal records. They should be free from any physical deformity and of sound health and should produce medical certificates to ensure their fitness to perform the above services. They must not suffer from any contagious diseases.

6.4 The contractor shall provide each of his employees with identity card with photograph duly verified and attested by the contractor. The employees of contractor must carry identity card with them regular basis for checking of security personnel.

6.5 The contractor has to arrange his own finance for carrying out the job including other financial obligation involved in arrangement of payment to his workmen, raw materials & ingredients, Requirements at Guest House i.e. Soap, shampoo, detergent cake & powder etc., outside food from restaurants, snacks items etc. during the tenure of this contract. **No mobilization advance will be paid to the contractor by BHEL.**

6.6 The contractor's staff/employee shall not be treated as BHEL staff/employee for any purpose whatsoever and facility/benefits applicable to BHEL staff/employee will not be applicable to contractor's staff/employee.

6.7 BHEL reserves the right on the suitability of the staff and other personnel who will be employed by the contractor. BHEL reserves the right to insist on removal of any employee of the contractor at any time, if they found him unsuitable and they shall forthwith replace/remove him.

## **7.0 WAGES TO MANPOWER**

Payment to the manpower engaged at BHEL Township premises by the contractor for the said contract is to be ensured by the contractor in presence of BHEL authorized representative. **The payment made to service personnel along with the supervisor shall be reimbursed as per the attached format Annexure C, and is subject to change as per the minimum wages revision of Gujarat state time to time. For engagement of 02 nos of Cook (Semi-Skilled) and 03 Nos of Helper cum Service boys at BHEL Township premises, BHEL will provide a flat service charge of 7% over & above the remunerated value.**

7.1 It is reiterated that there is no employer-employee relationship either with the contractor or with contractor's employees or with the contractor's organization. This is a contract and BHEL

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have no connection directly or indirectly or even remotely with contractor employees or with contractor's organization. This is only a business transaction.

7.2 After going through all the sections of these Tender documents, the contractor shall quote lump sum fixed price for one no. lunch in the price Bid format issued herein

7.3 The rates quoted in the Price Bid shall remain fixed, firm and valid during the total contract period of this contract and also the period of extension, if any.

## **8.0 TAXES, DUTIES, LEVIES (Consolidated Rev 06 dated 28/12/2015)**

### **8.1. For All types of works excepting works covered under sl no 8.2**

#### **8.1.1**

The contractor shall pay all (save the specific exclusions as enumerated in this contract) taxes, fees, license charges, deposits, duties, tools, royalty, commissions or other charges which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract. In case BHEL is forced to pay any of such taxes, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit.

**However, provisions regarding Service Tax, Swachh Bharat Cess and Value Added Tax (VAT) on output services and goods shall be as per following clauses.**

#### **8.1.2 Service Tax & Swachh Bharat Cess on Services.**

Contractor's price/rates shall be exclusive of Service Tax and Swachh Bharat Cess on Services. In case, it becomes mandatory for the contractor under provisions of relevant act/law to collect the Service Tax & Swachh Bharat Cess from BHEL and pay the same to the concerned tax authorities, such applicable amount will be paid by BHEL at the prevailing Service Tax Rate presently Service Tax 14% and Swachh Bharat Cess 0.5% on the admitted Service value.

**Contractor shall submit to BHEL documentary evidence of Service Tax registration certificate specifying name of services covered under this contract. Contractor shall submit serially numbered Service Tax and Cess Invoice, signed by him or a person authorized by him in respect of taxable service provided, and shall contain the following, namely,**

- 1. The name, address and the registration number of the contractor,**
- 2. The name and address of the party receiving taxable service,**
- 3. Description and value of taxable service provided and,**
- 4. The service tax and Swachh Bharat Cess payable thereon.**

**All the Four conditions shall be fulfilled in the invoice before release of service tax and Swachh Bharat Cess payment.**

**Wherever, more than one route/option are available for discharge of service tax and Swachh Bharat Cess liability under a particular service, (e.g. "works contract Service"), contractor shall obtain prior written consent from BHEL site before billing the amount towards Service Tax.**

#### **8.1.3 VAT (Sales Tax /WCT)**

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As regards Value Added Tax (VAT)/CST on transfer of property in goods involved in Works Contract (previously known as Works Contract Tax) applicable as per local laws, the price quoted by the contractor shall be inclusive of the same and in no case input or output VAT/CST will be reimbursed extra.

In any case the Contractor shall register himself with the respective Sales Tax authorities of the state and submit proof of such registration to BHEL along with the first RA bill. Contractor will submit all the details of VAT/CST paid for the contract in the prescribed format of the respective state VAT laws. Also, the contractor will issue the tax Invoices to BHEL as per the Tax laws of respective state on monthly basis. Contractor shall also be required to furnish to BHEL necessary proof of VAT remittance on monthly basis.

Deduction of tax at source shall be made as per the provisions of law and is to be construed as an advance tax paid by the contractor and no reimbursement thereof will be made.

Further, if BHEL, at the instance of customer or otherwise adopts the specific route for discharging output VAT liability itself, benefit of the reduction in liability of the contractor will be passed on to BHEL.

In case, BHEL is forced to pay any VAT liability on behalf of contractor, the same will be recovered from contractor's bill or otherwise as deemed fit

### **8.2 — 'Enabling Works'**

~~The contractor shall pay all (save the specific exclusions as enumerated in this contract) taxes, fees, license charges, deposits, duties, tools, royalty, commissions or other charges which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract. In case BHEL is forced to pay any of such taxes, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit. ( i.e. rates quoted by bidder shall be inclusive of Service Tax, VAT/WCT and all other taxes and duties including new levies/taxes/duty if any )~~

~~However, Since the proposed work is in the nature of 'Works Contract service' as per Service tax law, Hence, For non corporate contractors being Individual, HUF, Proprietary Firm, Partnership Firm or Association of Persons (AOP), BHEL shall recover the applicable Service Tax under reverse charge mechanism from the contractor and remit the same with the Government as per the provisions of Law. Necessary advice/confirmation of remittance shall be issued to the contractor. The contractor shall not be eligible for any refund/reimbursement of such service tax from BHEL. It shall be the responsibility of the contractor to submit proper invoice giving all the requisite details as per Service Tax Law for the determination of the service tax liability of BHEL under reverse charge mechanism. BHEL reserves the right to determine such liability based on the invoice submitted by the contractor or otherwise independently and remittance of the same with the Government.~~

### **8.3 New Taxes/Levies - For All types of works excepting works covered under sl no 8.2**

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In case the Government imposes any new levy/tax on the output service/goods/work after award of the contract, the same shall be reimbursed by BHEL at actual.

In case any new tax/levy/duty etc. becomes applicable after the date of Bidder's offer, the Bidder/Contractor must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of Price Bid. Claim for any such impact after opening the Price Bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.

No reimbursement/recovery on account of increase/reduction in the rate of taxes, levies, duties etc. on input goods/services/work shall be made. Such impact shall be taken care of by the Price Variation/Adjustment Clause (PVC) if any. In case PVC is not applicable for the contract, Bidder has to make his own assessment of the impact of future variation if any, in rates of taxes/duties/ levies etc. in his price bid.

#### **8.4 BOCW Cess - For All types of works excepting works covered under sl no 8.2**

The quoted rates shall be exclusive of the BOCW Cess which, if applicable, shall be paid extra by BHEL against Documentary evidence. However, the applicability of the BOCW Cess shall be got confirmed from BHEL in writing, before remitting such Cess/tax.

#### **8.5 GST: For All types of works excepting works covered under sl no 8.2**

As and when GST becomes applicable to this contract, the net differential (negative or positive) financial liability of the bidder to the Authorities (as compared to such liability prior to applicability of GST), if any, shall be to the account of BHEL. For this purpose, all available options under the GST shall be explored, and the decision of BHEL in this regard shall be final and binding on the bidder.

### **9.0 PENALTY (COMES UNDER LD CLAUSE GIVEN IN GCC)**

The Guest House Maintenance along with preparation and serving of lunch is the primary responsibility of Contractor. In case of failure from the subject services on the part of the contractor, BHEL reserves the right to impose penalty on the contractor for that particular day.

The contractor will be fined in case of violation of the following rules

a. Non-availability of complaint/inspection register on the reception/mess, discouraging members from registering complaints would lead to a fine of Rs. 100/- on the contractor for each incidence.

b. Any complaint regarding non-maintenance of guest house or non-providing of any material listed in **annexure-G**, shall attract a flat penalty of Rs. 100/- on the contractor for each incidence along with deduction of occupancy charges(i.e. Rs 50/- per day).

2. Any complaints of insects and/or foreign object (hair, rope, cloth, plastic, etc.)/ Hard and/or sharp objects like glass pieces, nails, hard plastic etc found in any food item would invite a fine of Rs. 1000/- on the contractor for each incidence.

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3. Any complaint of stones / pebbles will attract a penalty on the caterer which can range between Rs 300/- to Rs 1,000/- for each incidence, depending on the size of the stone/pebble.

4. a) Food poisoning, shall invoke a hefty fine beyond the limit of any fine mentioned above decided by the BHEL authorized representative, along with cancellation of contract and possible blacklisting of the contractor.

b) The complaint of unclean utensils in a day would lead to a fine of Rs. 1000/- on the contractor for each incidence.

5. If BHEL agrees that certain meal was not cooked properly then a fine equivalent to **Number of lunch plates on that day X Rate X 50%** would be imposed on the caterer.

6. If food gets over within timings of lunch and waiting time is more than 10 minutes continuously for three working days for lunch, then a fine of Rs. 1,000/- would be imposed on the contractor.

7. Changes in the menu of any meal without permission of BHEL would result in a fine of Rs. 1000/- to the contractor.

8. Fine on any discrepancy (personal hygiene of workers, misbehavior by workers etc.) will lead to fine of Rs. 1,000/- on contractor for every instance.

9. The penalty for not serving the lunch on any day will be the amount equal to the number of staff present on that day multiplied by the value of the lunch coupons, except on the occasion which is beyond the control of the contractor.

10. For any rules stated in the agreement,

\* First violation of the rule implies fine as per the rule.

\* Second and subsequent violations of the same rule within 30 days of previous fine will attract triple the initial amount of fine on the contractor.

11. Using of brands not mentioned in the contract without prior permission and adulteration shall invoke a hefty fine of Rs. 2,000/- for each incidence.

12. Severity of hygiene failure shall be assessed and decided by BHEL and fined appropriately. In case of gross failure/negligence a severe penalty will be imposed, which could be a hefty fine as cash and/or summary termination of the Contract.

13. The notice period for the termination by BHEL will be 30 days. If a contractor disobeys the rule made by BHEL, repeatedly commits the same mistake then the contract shall be terminated immediately without any notice. Further caterer would be Black listed by BHEL.

### **10.0 COMMENCEMENT OF WORK:**

10.1 The contractor shall commence the work within One week from the date of issue of Letter of Intent (LOI) from BHEL .

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10.2 If the successful Bidder fails to start the work within the stipulated time, BHEL at its sole discretion will have the right to cancel the contract. His earnest money and/or security deposit with BHEL will stand forfeited without any further reference to him, without prejudice to any and all of BHEL's other rights and remedies in this regards.

### **11.0 MODE OF PAYMENT**

11.1 All payment due to the contractor shall be paid through RTGS (e-payment) only.

11.2 Payment will be released to the contractor after submission of bills of lunches/snacks & other consumables by the contractor along with the supporting documents viz copy of wage register, PF Challan, ESI payment challan, service tax challan, e.t.c on behalf of contractors employees engaged at BHEL office & Guest house, generally within 30 (thirty) days from the date of receipt of such bills.

11.3 All payments will be made to the contractor after deduction of applicable Taxes at source and prescribed under Income Tax Act/Rules from time to time.

18.4 All payment to the contractor will be made in Indian currency only.

### **11.5 Conditions related to Statutory Compliance:-**

11.5.1 The contractor should have a valid registration with all statutory authorities such as ESI, PF, Labour Welfare Department, etc. The copies of the certificates of registration should be enclosed with Part II.

11.5.2 The contractor must comply and implement all the statutory provisions of the State & Central Acts relating to the employment of labour, i.e, various Acts relating to payment of Minimum Wages, ESI, PF, Bonus, etc., and all other statutory benefits, as amended from time to time. In the event of non-compliance, the contractor will be solely responsible for any penalty/fine imposed by the statutory bodies.

11.5.3 All the payments to the staff of the contractor has to be as per the prevailing minimum wages act stipulated from time to time and must cover benefits such as ESI, PF, etc. All the rules related to the labour laws and applicable acts should be strictly followed and in case of any dispute BHEL will not be a party. The bidder has to satisfy BHEL by providing adequate recorded proof that the minimum wages, ESI, contribution to provident fund as applicable under the Statutory Act are being paid to the staff, as required under the Contract Labour Regulation Act and Minimum Wages Act as notified by the Government from time to time.

11.5.5 The contractor shall obtain adequate insurance policy in respect of his staff to be engaged for the work, towards meeting the liability of compensation arising out of death/injury/disablement at work etc.

11.5.6 The Contractor shall bear taxes, rates, charges, levies or claims whatsoever as may be imposed by the State / Central Govt's or any local body or authority from time to time.

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11.5.7 The firm/contractor shall pay the statutory payments such as PF, ESI, for the staff employed to provide the services to BHEL, through a separate challan and it should be submitted along with the monthly bill.

11.5.8 BHEL shall make payment on a monthly basis. While the bill of the first month shall be paid after submission of bills for the month only, the payment from second month onwards shall be made subject to production of documentary evidence of having made all statutory payments such as PF, ESI, service tax, etc., for the previous month.

11.5.9 The firm/contractor shall be solely and fully responsible for lapses, violation and noncompliance (if any) & all the statutory dues and BHEL shall in no way be a party to it.

**12.0 RIGHTS OF BHEL:**

12.1 BHEL reserves the following rights in respect of this contract without entitling the contractor for any compensation:

- a. To terminate the contract any time by giving one month's notice without assigning any reasons thereof.
- b. To recover any amount due from the contractor under this or any other contract with BHEL etc. or in any other from, the sum of money BHEL is forced to pay anybody due to contractor's failure to fulfill any of his obligations.

12.2 In the event of any dispute of any nature, the decision of BHEL shall be final and binding on the contractor.

**13. RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF LOCAL LAWS EMPLOYMENT OF WORKERS ETC.**

13.1 The contractor shall comply with all the laws, statutory rules & regulations, minimum wages act etc. as applicable in respect of their manpower as may be prevalent or enacted by the State/Central Governments.

13.2 The contractor shall pay all taxes, fees, license charges, duties, royalty commissions or other charges which may be levied on account of operation and in executing the contract to the concerned authorities at his own cost. BHEL will not entertain any such claims.

13.3 The contractor shall ensure that no damage is caused by their manpower to any person property of other parties working at the place of work. If any such damage is caused, it is the responsibility of the contractor to make good the losses or to compensate for the same.

13.4 In case the contractor is required to undertake any work outside the scope of this contract, the rates payable shall be those mutually agreed upon.

13.5 The contractor shall be directly responsible for payment of wages to their manpower engaged under this contract.

13.6 For the Flag Hoisting ceremony i.e. on 15th August (Independence Day) and 26th January (Republic Day) and on holidays, if required, temporary arrangement of snacks should be the responsibilities of contractor. The payment for such service will be made on mutually agreed basis.

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**14.0 STRIKES & LOCKOUTS:**

14.1 The contractor will be fully responsible for all the disputes and other issues connected with their manpower. In the event of any dispute causing non maintenance of guest house or non-supply of lunch to BHEL's guests/staff, BHEL shall have the right to get the work executed through any other agencies and the cost so incurred by BHEL, shall be deducted from the contractor's running bills.

**15. LAW GOVERNING THE CONTRACT AND COURT JURISDICTION:**

15.1 The contract shall be governed by the law for the time being in force. The Civil Court, having ordinary original civil jurisdiction in Vadodara shall alone have exclusive jurisdiction in regard to claims in respect of this contract.

**16. DURATION OF CONTRACT:**

16.1 **The contract shall initially be awarded for 03 months. After satisfactory completion of 03 months the same contract may be awarded to the bidder for a period of 02 (two) years including 03 months Trial operation. After completion of Two years, the contract may be extended for a further period of maximum one year on mutual agreement basis on the same rate, terms and condition, subject to satisfactory performance of the contract.**

**17. TERMINATION OF CONTRACT:**

17.1 The contract may be terminated by BHEL after giving one month's notice to the contractor.

17.2 The contractor will be required to give to BHEL advance notice of three months in writing for termination/withdrawing the service rendered to BHEL under the scope of this contract.

**GENERAL:**

1. Guest House / Mess premises inside BHEL office, Water supply and Electricity will be provided by BHEL free of charge for providing light, fan etc. No electric heater to be used for cooking which is strictly forbidden.
2. The contractor shall not sublet either in whole or in part or use the said Township premises other than for the purpose under the scope of the contract nor shall they make any structural additions and/or alterations to the same without obtaining the permission of competent authority of BHEL.
3. BHEL Township premises shall not be used for residential purpose unless permitted by competent authority of BHEL.
4. The contractor shall at all-time take precautions for the safety of his employees in performance of the contract and BHEL will not take any responsibility or liability in case of accident/death of contractor's employees. The compensation needs to be given as per labour laws.

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**Annexure-A**

**Brands of consumables permissible in BHEL Guest House/Mess**

<b>Item</b>		<b>Brand</b>
<b>Salt</b>	-	Tata, Annapurna
<b>Spices</b>	-	M.D.H. Masala, Badshah, Everest,
<b>Oil</b>	-	(Sunflower) Sundrop, Godrej, Saffola, Fortune, Dhara (use of Hydrogenated (vanaspati) oil is prohibited )
<b>Pickle</b>	-	Mother's or Pravin or Priya or Bedekar or nilon's
<b>Atta</b>	-	Ashirvad, Pillsbury, Annapurna
<b>Rice</b>	-	Basmati (Double Diamond/Lal Qilla/Dawat/Kohinoor etc.)
<b>Papad</b>	-	Lijjat
<b>Butter/Cheese</b>	-	Amul, Britannia, Mother Dairy, Everyday
<b>Frozen Yogurt</b>	-	Mother Dairy/ Amul
<b>Paneer</b>	-	Amul/Mother dairy
<b>Tea</b>	-	Taj mahal/Red Label
<b>Coffee</b>	-	Nescafe, Bru, Tata Cafe
<b>Ice Cream</b>	-	Amul, Mother Dairy, Kwality, Natural's
<b>Soya</b>	-	Nutrela
<b>Frozen Peas</b>	-	Safal (off season), Mother Dairy

\*The caterer may use any other FPO (*Fruit Products Order*) approved brands only if permitted by the Mess Council in writing.

**MEAL CONTENTS**

**Lunch (Vegetarian) Should Contain the Following Items:-**

<b>ITEM</b>		<b>QUANTITY</b>
<b>Dal Fry</b> (Dal/curry alternatively)	(To be changed every day)	130 gms
<b>Rice/ Biryani/ Pulav / Fried Rice</b>	(To be changed every day)	150gms
<b>Chapatti</b>		03 nos of 30-35 gms each
<b>Curry/ Sabji/Vegetable seasonal</b>	(To be changed every day)	150 gms
<b>Curd / Boondi Raita/ Veg Raita</b>	(To be changed every day)	<b>100 gms</b>
<b>Papad</b>		01 no.
<b>Green salad</b>		40 gms
<b>Pickle / Chutney</b>		<b>15 to 20 gms</b>
<b>Sweets/Fruit/Ice-cream</b>		01 no. (Twice in a week)

\* Ice-cream will be served on the last day of the week only (as decided by the BHEL officer in-charge).

\* Special Lunch menu will be served in weekend days i.e. 2nd & last Friday and all other working Saturdays of the month in the same price quoted by bidder.

\* Instead of 03 chapattis, 02 Nos paratha (silver foiled) shall be served in special lunch.

\* Curry made of paneer are mandatorily to be served in special lunch.

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**Annexure-C**

**Administrative Expenses (Fixed cost) Per Month Payable to Contractor on deployment of Manpower.**

The fixed cost for deployment of Manpower shall be paid on monthly basis based on actual deployment as per prevailing monthly min. wages as detailed below;

The monthly consolidated wages is as per minimum wages act Gujarat govt. For calculation purpose Zone I basic pay of category- 'Hotel Restaurant & eating house ' has been taken into consideration. VDA (Special allowance) by Gujarat Govt. w.e.f Oct 1,2015 to march 31,2016 has been incorporated in the category wise wage calculation and any further increase of VDA (Special allowance) will become the part of monthly consolidated wages. The wages derived as per give formula should be strictly be paid by contractor to their work force & to statutory authority.

<b>Basic &amp; VDA Calculation</b>					
	Basic Rate/Day	VDA	Total	For 30 Days	
Unskilled	276	10.3	286.3	8589	
Semi-Skilled	284	10.3	294.3	8829	
1	Manpower		Nos	Rate	43,425
	Cook (Semi-Skilled)		2	8,829	17,658
	Helper/Service Boys		3	8,589	25,767
			5		43,425
2	Provident Fund			12.00%	5,211
3	Administrative Charges			0.85%	369.11
4	ESIC			4.75%	2,063
6	EDLI			0.50%	217
7	Bonus			8.33%	3,617
8	Leave Salary			2.5 days	3,619
9	Total				<b>58,521</b>
10	Service charge @ 7%				4,096.47
	Administrative Exp				<b>62,617</b>

**NOTES:**

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- 1) The bidder shall note that Service Charge shall not include the minimum wages, its statutory obligations, which shall be reimbursed to the contractor by BHEL against proof of payments made. The responsibilities in terms of financial obligations set out in the Tender Specifications for rendering service in operation of the contract shall remain firm during the period of the contract.
- 2) TDS as applicable will be deducted from all the bills & TDS certificate will be issued to the Party.
- 3) Calculation of PF, Bonus, Incentive, & Leave Salary will be based on the consolidated wages inclusive of VDA increase by Gujarat Govt. w.e.f. Oct'15.
- 4) Bonus will be payable for monthly basic wages ranges between Rs. 3500/- to Rs 10,000/- (or as amended from time to time).
- 5) Salary payment to the manpower so engaged shall be mandatorily made to their bank accounts directly. The proof of salary deposited shall be submitted along with the monthly bill, without which the bills can't be processed.
- 6) In case of absence of any man-power on working days, the man-month rate shall be reduced to that extent. Towards this Per Man day rate shall be derived as below:

Per Man Day Rate = Total Man-Month Rate (per person) divided by 26 Days.

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**Annexure-D**

**RATE LIST FOR BHEL MESS**

Sl.No	Item Description (For 01 no)	Reimbursement Rate		Quantity
		In INR	In Words	In MI.
1.	Normal Tea	Rs. 7/-	Seven rupees only/-	150
2.	Lemon Tea	Rs. 7/-	Seven rupees only/-	150
3.	Coffee	Rs. 7/-	Seven rupees only/-	150
4.	Lemon Water	Rs. 7/-	Seven rupees only/-	300
5.	Normal Veg Lunch	As quoted in Price bid (annexure III)		As specified in Annx-B
6.	Snacks/Mix tures/Biscuits/Other consumables/Lunch Packets from outside restaurants etc.	MRP + 10% Service charge.	--	

**Note:**

**Payment for all items except Luch are fixed & will be reimbursed as per rates mentioned above.**

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**ANNEXURE-E**

**Part-I-B**

**RATE LIST FOR BHEL GUEST HOUSE**

Sl.No	Menu	Rate (₹)
1	Tea	7
2	Coffee	7
3	Milk 1 Glass	10
4	Omelet (1 egg) with sauce	10
5	Omelet (2 eggs) with sauce	15
6	Sealed mineral water/ Ice cream/ Soft drink	On actual basis (MRP)
7	Break Fast with Tea	25
8	Break Fast without Tea	20
9	<b>Veg Food:</b>  1.Basmati Rice/Pulao/ Veg Biryani, 2.Poori/ Chapati/ Tandoori/ Butter Nan, 3. Dal Fry/ Kadhi Pakaudi/ Dal tadaka, 4.Seasonal vegetables-(2 nos) a. Dry Vegetable, b.Curry Vegetable- 5. Papad 6.Green salad 7.Pickles, 8.Raita/Curd, 9.Sweet/Ice cream/ Lassi/Fruits/ Fruit Juice	50
10	<b>Non-Veg Food:</b> All items mentioned in point no-9 plus Chicken/Fish/Mutton 150 gms	100

**Note:**

1. The rates mentioned above shall remain unchanged during contract period & applicable at BHEL Guest House. The contractor to charge/collect the payment directly from guests strictly according to above fixed rates.

2. Above prices include all kind of material cost and taxes. Contractor will provide all kind of packaged food items i.e. soft drink, cookies, chips, fruit juice, etc on printed rates only.

2. In addition to above, the contractor will be required to provide extra food facilities against additional payment basis to the residents of Guest House in respect of items not covered under the Basic Meal Plan.

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**ANNEXURE-F**

**SCHEDULE OF RATES TO PROVIDE LAUNDRY SERVICES TO GUEST**

Sl.No	Items	Only Washing (Rs.)	Only Ironing (Rs.)	Washing & Ironing
1	Trousers	3	3	5
2	Shirts/T-Shirts	3	3	5
3	Towel	5	5	10
4	Handkerchief	2	2	4
5	Saree	5	5	10
6	Shorts	3	3	5
7	Jeans	5	5	10
8	Salwar-Kameez	5	5	10

**Note: Payment for laundry etc. should be directly charged from the guest by Contractor as per rates fixed above.**

**Annexure-G**

**Consumables to be Provided at BHEL Guest House**

**FOR BATHROOMS**

Contractor will provide following items on daily basis in rooms on guests' arrival:

- Bath Soap (Lux, Dove, etc)
- Toilet liquid soap (Dettol/ Lifebuoy) with dispenser
- Shampoo Sachet- Sunsilk /Clinic plus/H&S
- Toilet paper of good quality & brand
- Hair Oil
- Comb, etc.

**AT BEDROOM**

- Match Box and ash tray.
- Room Freshener.
- Insect Repellent Machine with refill.
- Fresh Bed sheet & Pillow cover every day.

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**PRICE FORMAT**

SI.No	ITEM DISCRIPTIONN	AMOUNT (In Figures)	AMOUNT (In Words)
(A)	BASIC PRICE FOR ONE REGULAR LUNCH (MEAL) OF ALL TAXES	To be quoted in Price bid	To be quoted in Price bid

**Note:**

1. Evaluation (Selection of L-1 bidder) shall be based on the QUOTED PER PLATE COST FOR FOOD ONLY.
2. Single Rate for Regular Lunch on all working days of the week including special lunch in weekend if required to be quoted in price bid format as above.
3. Flat 7% service charges shall be reimbursed to the contractor against deployment of manpower over and above the minimum wages (as per annexure-IV).
4. For Caretaking and housekeeping at BHEL Guest House, a flat rate of Rs 50/ day per occupancy, shall be reimbursed to the contractor on monthly basis.
5. Payment for food and other services like laundry etc. at BHEL guest house should be directly charged from the guest as per rate fixed by BHEL (Refer Annexure E & F).

**Chapter- III Forms**

**Form-No.1**

**OFFER FORWARDING LETTER / TENDER SUBMISSION LETTER**

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

Offer Reference No:.....

Date:.....

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub : Submission of Offer against Tender Specification No: .....

I/We hereby offer to carry out the work detailed in the Tender Specification issued by Bharat Heavy Electricals Limited, Power Sector-....., in accordance with the terms and conditions thereof.

I/We have carefully perused the following listed documents connected with the above work and agree to abide by the same.

1. Amendments/Clarifications/Corrigenda/Errata/etc issued in respect of the Tender documents by BHEL
2. Notice Inviting Tender (NIT)
3. Price Bid
4. Technical Conditions of Contract
5. General Conditions of Contract.
6. Forms and Procedures

Should our Offer be accepted by BHEL for Award, I/we further agree to furnish 'Security Deposit' for the work as provided for in the Tender Conditions within the stipulated time as may be indicated by BHEL.

I/We further agree to execute all the works referred to in the said Tender documents upon the terms and conditions contained or referred to therein and as detailed in the appendices annexed thereto.

I/We have deposited/depositing herewith the requisite Earnest Money Deposit (EMD) as per details furnished in the Check List.

**Authorised Representative of Bidder**

Signature :

Name :

Address :

Place:

Date:

**Chapter- III Forms**

**Form-02**

**NO DEVIATION CERTIFICATE**

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,  
(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub : **No Deviation Certificate**

Ref : 1) NIT/Tender Specification No: .....,  
2) All other pertinent issues till date

We hereby confirm that we have not changed/ modified/materially altered any of the tender documents as downloaded from the website/ issued by BHEL and in case of such observance at any stage, it shall be treated as null and void.

We also hereby confirm that we have neither set any Terms and Conditions and nor have we taken any deviation from the Tender conditions together with other references applicable for the above referred NIT/Tender Specification.

We further confirm our unqualified acceptance to all Terms and Conditions, unqualified compliance to Tender Conditions, Integrity Pact (if applicable) and acceptance to Reverse Auctioning process.

We confirm to have submitted offer in accordance with tender instructions and as per aforesaid references.

Thanking you,

Yours faithfully,

(Signature, date & seal of authorized representative of the bidder)

**Chapter- III Forms**

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**Form-03**

**DECLARATION CERTIFICATE**

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

**Signature and Seal of the  
Bidder**

**Chapter- III Forms**

**Form-04**

**DECLARATION FOR RELATION IN BHEL**

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder failing which the offer of Bidder is liable to be summarily rejected)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub : **Declaration for relation in BHEL**

Ref : 1) NIT/Tender Specification No: .....,

I/We hereby submit the following information pertaining to relation/relatives of Proprietor/Partner(s)/Director(s) employed in BHEL

**Tick(✓) any one as applicable:**

1. The Proprietor, Partner(s), Director(s) of our Company/Firm DO NOT have any relation or relatives employed in BHEL

OR

2. The Proprietor, Partner(s), or Director(s) of our Company/Firm HAVE relation/relatives employed in BHEL and their particulars are as below:

(i)

(ii)

Signature of the Authorised Signatory

Note:

1. Attach separate sheet, if necessary.
2. If BHEL Management comes to know at a later date that the information furnished by the Bidder is false, BHEL reserves the right to take suitable against the Bidder/Contractor.

**Chapter- III Forms**

**Form-05**

BANK ACCOUNT DETAILS FOR E-PAYMENT

(To be given on Letter head of the Company /Firm of Bidder, and **ENDORSED (SIGNED & STAMPED) BY THE BANK** to enable BHEL release payments through Electronic Fund Transfer (EFT/RTGS)

1. Beneficiary Name :
2. Beneficiary Account No. :
3. Bank Name & Branch :
4. City/Place :
5. 9 digit M ICR Code of Bank Branch :
6. IFSC Code of Bank Branch :
7. Beneficiary E-mail ID :  
(for payment confirmation)

NOTE: In case Bank endorsed certificate regarding above has already been submitted earlier, Kindly submit photocopy of the same

**Chapter- III Forms**

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Form-06

**DECLARATION BY AUTHORISED SIGNATORY OF BIDDER**

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

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To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub : **Declaration by Authorised Signatory**

Ref : 1) NIT/Tender Specification No: .....,

2) All other pertinent issues till date

I/We, hereby certify that all the information and data furnished by me with regard to the above Tender Specification are true and complete to the best of my knowledge. I have gone through the specifications, conditions, stipulations and all other pertinent issues till date, and agree to comply with the requirements and Intent of the specification.

I further certify that I am authorised to represent on behalf of my Company/Firm for the above mentioned tender and a valid Power of Attorney to this effect is also enclosed.

Yours faithfully,

(Signature, Date & Seal of Authorized  
Signatory of the Bidder)

Date:

**Enclosed : Power of Attorney (Refer Vol I GCC)**

**CERTIFICATE CONFIRMING  
KNOWLEDGE ABOUT JOB SITE CONDITIONS**

**TENDER SPECIFICATION No.**

We, M/s .....  
hereby declare and confirm that we have visited the job site for which we have submitted our offer and acquired full knowledge and information about the site/ conditions.

We further confirm that the above information is true and correct and we shall not be eligible for any additional payment of any nature due to lack of knowledge or non-familiarization of site conditions.

BIDDER'S NAME AND ADDRESS: .....

SIGNATURE & OFFICIAL SEAL OF BIDDER'S  
AUTHORISED SIGNATORY

PLACE:

DATE: