

Name of Woks: WORKS CONTRACT FOR PROFESSIONAL CATERING AND HOUSEKEEPING SERVICES FOR CAUVERY GUEST HOUSE AT BHEL-TRICHY FOR 2017-19.

Enquiry No: 9001700032 /14.02.2017

**BHARAT HEAVY ELECTRICALS LIMITED
TIRUCHIRAPPALLI-620 014
WORKS CONTRACTS MANAGEMENT**

NOTICE INVITING TENDER

1.	Tender Ref No:	9001700032 /14.02.2017
2.	Name of works	WORKS CONTRACT FOR PROFESSIONAL CATERING AND HOUSEKEEPING SERVICES FOR CAUVERY GUEST HOUSE AT BHEL-TRICHY FOR 2017-19.
3.	Location of work	BHEL, TRICHY.
4.	Period of contract	24 months from the date of award of contract.
5.	Earnest Money Deposit	₹ 85,980/- (₹ Eighty five thousand nine hundred and eighty only)
6.	Tender Document details	A] Technical Bid (Part-I) ANNEX-1A (Technical Bid-Qualifying Criteria) - 02 Pages ANNEX -1B (Scope of Work and Technical Terms & Conditions) - 07 Pages ANNEX -1C (General Terms & Conditions of Contract) - 11 Pages B] Price Bid (Part -II) ANNEX -II (Price bid) - 01 Page
7.	Address for Sending Tender Document along with EMD.	Senior Manager Works Contracts Management (WCM) Building 53,First Floor, BHEL-High Pressure Boiler Plant, Trichy - 620 014
8.	Last Date for submission of Tender Document	09.03.2017 / 10:00 Hrs.
9.	Date of Technical Bid Opening	09.03.2017 / 10:30 Hrs.
10.	Date of Price Bid Opening	Will be intimated separately to Technically qualified vendors.

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INSTRUCTIONS TO THE TENDERERS

The offer should be addressed to SENIOR MANAGER, Works Contracts Management, 53 Building, BHEL, Tiruchirappalli 620 014, to reach WCM Dept. on or before **09.03.2017 at 10:00 Hrs.** or the same may be dropped in the Tender Box kept at Works Contracts Management, 53 Building, BHEL, Tiruchirappalli 620 014.

Tenders will be opened on **09.03.2017 at 10:30 Hrs.** (IST) at Works Contracts Management, 53 Building, BHEL, Tiruchirappalli 620 014. BHEL shall not be responsible for any postal delay.

Bidder has to submit (1) Part-I (Techno-Commercial bid) (2) Part-II (Price bid) & (3) EMD draft in separate covers.

- a. The first envelope shall contain DD / Pay order drawn in favor of BHEL, Trichy as EMD and super scribed as EMD Cover for NIT / Enquiry No.

Note: **1. Offer without EMD will be rejected.**

2. EMD may be submitted in the form of DD/Pay Order /Bankers Cheque drawn in favor of BHEL, Trichy (along with offer) or Electronic Fund Transfer credited in BHEL account (before Tender opening). EMD in any other form (Like FD / One Time EMD etc.) is not acceptable.

- b. The second envelope shall be sealed and super scribed as Part-I (Technical Bid for NIT/Enquiry No.)
c. The third envelope shall contain only Part-II (Price bid) for the above work as per scope and to be quoted as per the format given in price bid. Any other information in price bid will not be considered. The envelope shall be sealed and super scribed as Price Bid for NIT / Enquiry No.

All the above three envelopes shall be kept into one cover ,sealed and super scribed as Tender Document for the work as per NIT (NIT/Enquiry No).

Note:

1. The contract will be awarded for a period of **24 Months** from the date of ordering.
2. The quoted rates shall be valid up to **180days** from date of Tender opening.
3. The rates shall remain firm for the entire period of the contract in case WO is awarded.
4. If the Contractor back outs after opening of tender, the contractor is liable for forfeiture of the EMD paid.
5. **Evaluation of the offer shall be done on “Net Cash outflow to BHEL after taking into account applicable Taxes and Duties”.**
6. BHEL reserves the right to increase or decrease the tendered quantity.
7. **BHEL does not guarantee any minimum quantity.**
8. Income Tax deduction at source as applicable in the IT Act from time to time will be made on the value of the bills in the absence of Income Tax Exemption Certificate from the concerned IT officer.
9. All the Statutory Obligations such as ESI, PF, Labor Acts, Factories Act, Service Tax, etc. will have to be taken care of by the vendor. BHEL will have no liability on them. Notwithstanding the above, if any demand notice is served by the concerned Statutory Authorities for recovery of any of their dues on BHEL, the same would be paid to the statutory authorities without notice to the vendor and recovered as a due from any pending / future bills.
10. In case contract is not executed by vendor after award and acceptance of contract, BHEL may exercise the right to forfeit EMD, Security Deposit / BG of such contractors and also suitable action will be taken by BHEL on those Contractors as deemed fit.

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11. MSE VENDORS:-

MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (Five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format is provided as **Annexure-A** where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bids 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. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer.

Annexure – A

Certificate by Chartered Accountant on letter head

This is to Certify that M/S (Here in after 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 MSMED Act, 2006 :
Rs...Lac.

(Strike off whichever is not applicable)

The above investment of Rs.Lacs is within permissible limit of Rs. Lacs for Micro / 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€ 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.

PART-I (TECHNO COMMERCIAL BID)

A: Bidder Profile

1.	Name of the Agency /Company /vendor.	
2.	Address:	
3.	Phone No.:	
4.	E-mail Address:	
5.	Name and Contact details of person for communication related to Tender	
6.	BHEL Vendor Code (If any)	
7.	PF Registration (No. & Date) (Copy of PF Registration to be attached)	
8.	ESI Registration (No. & Date) (Copy of ESI Registration to be attached)	

Note:

- Vendors not having PF Registration /ESI Registration / Service Tax (as applicable) shall immediately get registered after award of work to comply with statutory requirements.**
- If vendor fails to get PF / ESI Registration and Service Tax (As applicable) within 30 days of award of work, EMD / SD shall be forfeited and penal action shall be taken as per Extant rules of BHEL.**

Contractor Signature

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B: Qualifying Criteria:

Sl. No	Qualifying Criteria	DETAILS	
A	EMD(Earnest Money Deposit) : Amount: ₹ 85,980 /- (₹ Eighty five thousand nine hundred and eighty only) (Offer without EMD will be rejected.) (EMD is waived off for SME/NSIC/SSI vendors upon verification.) (Copy of valid Certificate to be enclosed)	AMOUNT : ₹ DD NO: DD DATE: ISSUING BANK :	
B	Technical Competence :		
B.1	Minimum 2 years of experience of executing works contract related to professional catering and housekeeping services outsourced in companies or Government organizations / Manpower supply contract during last seven years from the date of issue of this tender. (Documentary evidence in terms of WO / Completion certificate to be enclosed.) Experience certificate from private organization to be supported by TDS (Tax Deducted at Source) certificate issued by the organization OR Form 26 AS or Bank statement for transaction of payment.		
C	Financial Soundness: Minimum Average annual turnover of ₹ 10 lakhs for any two consecutive years out of four financial years (2012-13, 2013-14, 2014-15 and 2015-16,) or Assessment Year (2013-14, 2014-15, 2015-16 and 2016-17). Vendor to submit IT Return acknowledgement AND (Balance sheet and Profit & Loss statement certified by CA)	Assessment Year	Annual Turnover
		2013-14	
		2014-15	
		2015-16	
		2016-17	
		Average Annual Turn over	
D	Income Tax Registration : Income Tax registration Number (Copy of PAN to be attached)		
E	Service Tax Registration. Service Tax Registration Number (Copy of Service Tax Registration to be attached)		
E	Acceptance to Scope of Work (Annexure-1B), General Terms & Conditions of Contract (Annexure-1C).		

Contractor Signature

Contractor Seal
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PART-I (TECHNO COMMERCIAL BID)

Name of Vendor:

SCOPE OF WORK AND TECHNICAL TERMS & CONDITIONS

A. BILL OF QUANTITY

SN	Work Description	UOM	APPROX. QTY
1	PROFESSIONAL CATERING AND HOUSEKEEPING SERVICES FOR CAUVERY GUEST HOUSE	Month	24

B.SCOPE OF WORK

SCOPE OF WORK:

The Scope of work covers delivery of professional catering and housekeeping services at Cauvery Guest House round the clock on all 365 days of the year. Contractor shall ensure neat and clean condition, timely up keeping rooms, lounge, dining area, laying of tables, overall kitchen management including preparing food and rendering other catering services, assistance in kitchen and maintenance of upkeep of rooms like making beds, screens, cushion and cushion covers, as directed and to the satisfaction of the [C&PR], taking care of staying guests' requirements and all other services which are incidental to services attached to Cauvery Guest House.

The Works Contract pertains to provision of professional catering and other services to BHEL Cauvery Guest House in different shifts. The contractor shall carry out the jobs assigned to him in a professional way using the professional manpower.

The work should be attended around the clock. The Shift timings and indicative manpower deployment are given below:

I Shift [3 persons] : 06.00 hrs. to 14.00 hrs.

II Shift [3 persons] : 14.00 hrs. to 22.00 hrs.

III Shift [1 person) : 22.00 hrs. to 06.00 hrs.

IV General Shift [2 persons] : 08.00 hs to 16.30 hrs.

Supervision by the contractor directly or through its qualified supervisors.

i. To co-ordinate room allocation, bookings, check-in and check-out of guests, answering the phone calls.

ii. Up keeping of rooms-14 rooms including VIP GH.

iii. To render all housekeeping services at high standards

Contractor Signature

Contractor Seal

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- iv. Screens, cushion and cushion covers
- v. Receiving guests and accompanying them to their allotted rooms.
- vi. Taking care of staying guests' requirements.
- vii. Ensuring making the rooms ready for occupation in time .
- viii. To render Food and Beverage services at very good standards
- ix. Guide the guest to his room carrying his baggage and look for his comforts, keep fresh water, etc. Offer him tea/coffee/meal, etc. as required by him, depending on the time of arrival.
- x. Routine cleaning and proper handling of kitchen equipment required for food production
- xi. The Contractor shall ensure that the cooks are professionally-qualified, experienced persons, well versed in all types of Vegetarian / Non-Vegetarian food preparation.
- xii. Assistance in kitchen for food preparation
- xiii. Rendering other catering services like dining service
- xiv. Room service
- xv. Miscellaneous work related to catering professional service.
- xvi. Minimum number of staff to be deployed by the contractor as per the annexure.

CONTRACTOR'S OBLIGATIONS AND STATUTORY LIABILITY:

1. Contractor should deploy 8 manpower minimum for execution of the work awarded to him and he or his authorized representative will be solely entitled to instruct such workers about the manner in which the awarded work is to be carried out as per the prescribed specifications and as directed by Communication and Public Relations Department . The Contractor shall be fully responsible for the work awarded to him.
2. Contractor shall depute required supervisor/s to supervise work to be carried out by his workmen. The work shall be executed as per work instructions and to the satisfaction of Communication and Public Relations Department, BHEL-Trichy.
3. Contractor shall ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal records. Such employees should possess requisite qualification, skill, proficiency, experience etc. to carry out the work
4. The Contractor shall maintain Professionally Qualified/Trained competent Personnel on the job to ensure smooth delivery of the services as set forth in the Scope of Work. Minimum qualification for the personnel engaged are as follows:
 - a. **One year diploma / certificate course in the field of catering and housekeeping services from a recognized catering institution OR minimum two years' experience in Govt / Public sector.**
5. Contractor shall maintain appropriate records of his employees deployed to carry out the job (s).
6. Contractor shall provide employment card / identity card with photograph duly verified and attested by the Contractor to his employees deployed to execute the work. Contractor shall also indicate the name of the proprietary / partnership firm / Company, place of work, contact number and duration of validity of the card etc. in such identity card
7. Contractor will ensure that the job is executed through his employees on his rolls only and under no circumstances the contractor will deploy any casual employees to carry out the job; nor shall sub-contract the job without prior written permission from BHEL

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8. Contractor will keep watch on his employees and he will be liable for any pilferage / loss to BHEL due to acts of omission and commission by his employees. Similarly, liability for any compensation to outsiders & his employees on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with contractor.
9. The contractor has to provide a distinct uniform different from BHEL employees. The uniform should have logo of the contractors firm / company. The uniform shall be in neat, tidy and wearable condition
10. In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees and his equipment, if any; from the establishment of BHEL
11. The age of the contract workers deployed should be above 18 years and above.
12. All statutory requirements under Minimum Wages Act 1948, Payment of Wages Act 1936, Workmen Compensation Act 1923, EPF & MP Act 1952, Payment of Gratuity Act 1972, ESI Act 1948, the Contract Labour (R&A) Act 1970, Payment of Bonus Act 1965, Income Tax Act 1961, Service Tax rules and all other applicable Acts and rules shall be complied with by the contractor including rules that are applicable for nature of services provided in delivery of professional catering and housekeeping services.
13. As far as wages payable to the personnel deployed, contractors shall pay an additional amount of Rs.4100/- per month in addition to minimum wages stipulated from time to time for employment applicable for **General Engineering and Fabrication Industry** by the Tamil Nadu Government. The same shall be noted by the contractor from time to time and payment to his workers shall at no point of time less than these minimum rates (i.e.) applicable Tamil Nadu Minimum Wages plus Rs.4100/- per month. All workmen deployed at the guest house shall be capable of delivering any of the works mentioned in the scope of work.
14. Contractor has to make PF, ESI contributions as per applicable laws in force
15. Contractor shall maintain proper records of PF, EDLI, Pension, ESI contribution, administrative charges etc., wherever applicable and shall produce proof of deductions as well as remittances.
16. The contractor shall observe (a) weekly off and BHEL List of Holidays. Over and above the daily wages rate, the contractor shall make payment to his employees deployed under this contract towards leave with wages also.
17. Contractor shall furnish proper Returns to the concerned statutory authorities and provide a copy of the same to BHEL.
18. Contractor shall be solely responsible for non-payment / delayed payment of wages / DA, contributions under EPF & MP Act, ESI Act etc.
19. In case, the contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities & a claim is made against BHEL for what so ever reason, the security deposit /other dues/ running bills under the contract can be utilized by BHEL to discharge the liability of the contractor.
20. Contractor shall indemnify BHEL against all claims and losses if it suffers under various labour laws, statutes or any civil or criminal law in connection with employees deployed by him. The

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liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor, as BHEL is not the employer for him.

21. BHEL shall not be responsible for any losses, damages to the contractor or to his employees
22. Payment of bonus under the Payment of Bonus Act, payment of gratuity under the Gratuity Act, and retrenchment compensation under ID Act will be the sole responsibility of the contractors.
23. Contractor shall be responsible for making payment of wages before expiry of 7 (seven) days from the last day of wage period and to ensure disbursement of wages in the presence of the representative from BHEL
24. Contractor shall obtain license under CL (R&A) Act, 1970
25. Every contractor shall submit a notice regarding commencement and completion of work in Form-VI A&B (Rule 25 (viii) & 81 (3) to BHEL, for forwarding the same to Labour Department.
26. The contractor shall attend to all inspections notified/conducted by the BHEL, Labour department, P.F authorities, Factory Inspectors, ESI inspectors, Medical Authorities or any other such authorities.
27. The contractor shall have full control over his employees including the right to appoint, determine service conditions, discipline, discharge, dismissal etc. provided the knowledge of BHEL guest house in-charge. The Contractor shall be solely responsible for any claim arising out of employment or termination of employment of his employees and for their statutory payments. Contractor should ensure that workmen follow all rules and regulations related to safety and security.

TERMS & CONDITIONS OF CONTRACT

1. Communication and Public Relations Department shall give overall instruction to the contractor or his authorized representative for the jobs to be carried out. BHEL will have nothing to do or be concerned with the employment of employees working for the contractor. The relationship between BHEL and the contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or on employer-employee relationship. Supervision of work shall be done by the contractor / his authorized Supervisor exclusive for this work only.
2. In case the contractor does not carry out the contractual / statutory obligations or the services rendered by him are found to be unsatisfactory, BHEL shall bring the same to his notice and he will be obliged to discharge the obligations and rectify the deficiency / anomaly within three days' time failing which, BHEL reserves the right to terminate the contract without assigning any reason what so ever. In such an event, no damages will be payable for short closure of the contract and the contractor shall be liable to BHEL for any loss or hardships it may suffer, such termination shall be for the contractor's default and any money including deposits or bills available with BHEL will be forfeited and any further claim on the contractor may be made by BHEL for recovery of any loss
3. BHEL reserves the right to reject any or all tenders in part or in full without assigning any reason
4. Notwithstanding anything contained in this agreement, the contract may be terminated by BHEL without assigning any reason thereof by giving a notice of 30 days to the contractor

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5. Period of Contract: The successful bidder/s will be awarded contract for period of Two Years. The Contract will be awarded initially for a period of three months on Trial basis and the same will be extended at the discretion of BHEL for the rest of contract period on satisfactory completion of trial period. BHEL may extend at its discretion the period of contract for a further period of one year on the same terms and conditions mutually agreed upon.
6. Contractor should submit "Bid" strictly as per the prescribed format in Annexure II – Price Bid Format
7. Disputes or differences arising from this Tender or in any manner connected therewith shall be subject to the following disputes resolution mechanism:
 - i) Any dispute shall initially be referred to the designated Senior Management of the parties for amicable settlement. Parties shall nominate two persons each from their senior management within 10 days of a dispute arising.
 - ii) If no amicable settlement is arrived at within 30 days, then any party may refer the dispute to sole arbitrator to be nominated by BHEL, Trichy. The place of arbitration shall be at Trichy. All arbitration proceedings shall be conducted in English in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
 - iii) The arbitration award shall be final and binding upon the parties and each party will bear its own costs of arbitration and equally share the fees of the arbitral tribunal.
 - iv) All disputes shall be subject to the exclusive jurisdiction of courts at Trichy.
8. If the tender is made by an individual or a sole proprietorship firm, it shall be signed with his full name (and name of the firm, if applicable) and his address shall be furnished. If it is made by a partnership firm/LLP, it shall be signed with the partnership name by a partner of the firm, who shall also sign his own name, also furnish the name and address of each partners of the firm. If the tender is made by a corporation/company, it shall be signed by a duly authorized Officer who shall also submit with the tender, satisfactory evidence of his authorization. Such tendering corporation/firm is required to furnish evidence of its existence along with bid.
9. Whenever a tender is to be finally accepted, the tenderer, whose tender is under consideration, shall attend the Office of "Issuing Officer" on the date fixed by written intimation to him. He shall forthwith, upon intimation being given to him by the "Issuing Officer" for acceptance of his tender, complete the execution of the agreement by signing all documents connected therewith. Failure to do so and not to commence the work within fifteen days from the date of intimation shall entail forfeiture of the earnest money deposited.
10. Tenderers shall peruse carefully the instructions and directions to the parties given in the tender document and the conditions thereof and all other relevant documents before quoting the rates for the work.
11. The quantities mentioned in the tender documents are worked out from the relevant data in BHEL and may or may not be the actuals required for execution. The same will depend on the activities of the Cauvery Guest House. There may be increase or decrease in the quantities. The Contractor agrees to provide the services to meet the requirements of Cauvery Guest House.

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12. The decision of the Company shall be final and binding on the contractor on all technical questions which may arise in the contract with respect to the workmanship, removal of improper work, interpretation of the work specifications, notes, procedures etc.
13. If at any time, during the progress of work or any part of it such methods appear to the Company official to be insufficient or inappropriate for ensuring the quality of work required or rate of progress, he may order the contractor to increase their efficiency or to improve their quality of work and the contractor shall comply with such order and on failure of which the Company may take such action as it deems it fit to improve the quality of work or the rate of progress required from the contractor and all such actions taken by the Company shall be at the cost and risk of the contractor. All BHEL general conditions of the contract shall be applicable.
14. Any partner / Director of the firm/Company of the contractor banned by BHEL earlier and got registered under different company/firm name are not eligible to quote.
15. The submission of tender shall be strictly in accordance with the terms and conditions stipulated in this tender notice. No counter conditions will be acceptable or valid.
16. The contractor shall not resort to subcontracting under any circumstances. The contractor shall be responsible to settle any grievances of the labour deployed by him.
17. Contractor shall be deemed to have included in his tender price of all the charges required for the purpose of providing professional catering and housekeeping services connected with the work embraced under the contract to secure a satisfactory quality of work and rate of progress which in the opinion of BHEL will ensure the completion of the work within the time specified.
18. BHEL reserves the right to negotiate for price reduction with L1 party and negotiated price will be considered as contract amount for all practical purposes.
19. Withdrawal from contract during contract period in BHEL will entail forfeiture of security deposit without prejudice to other rights.
20. Before submission of Tender, the Tenderers are necessarily advised to inspect the Cauvery Guest House of work and its environment and be well acquainted with the actual working and other prevailing conditions including various best practices adopted by BHEL with respect to functioning of its Hospitals and the respective outsourced services.
21. The bidders should be well versed with BHEL general conditions of contract, Instructions to Tenderers, specifications and all other documents, which form part of the Agreement to be entered into subsequent to award of work. The Tenderer shall specifically note that it is Tenderer's responsibility to provide any item, which is not specifically mentioned in this specification but which is necessary to complete the work.
22. Details and quantities of each item of work shown in the scope of work hereto are only approximate. They are given for the purpose of Tendering only and are liable to variations and alterations at the discretion of the competent authority without entitling the contractor to any compensation throughout the contract period of two years from the date of commencement of work.

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23. Please note that our Cauvery Guest House functions 24 hours and depending upon work load, the Tenderer will be required to deploy their labour in staggered shifts accordingly if so directed. Indicative labour deployment by the Tenderer.

24. Terms of Payment:

- a. Bills should be submitted along with all necessary documents, challans for ESI /PF and returns etc. as applicable under contractor's statutory liability and this contract.
 - b. Bills for every month shall be prepared by the Contractor on the basis of the unit of services provided and submitted to Communication and Public Relations Department for verification. Payments will be effected on actual basis after certification by the Communication and Public Relations Department, BHEL-Trichy. All the bills of contractors will be cleared by Finance Department subject to production of "Clearance Certificate" by the contractors in respect of compliance of all statutory requirement, issued by the Contract Cell of Human Resources Management.
 - c. The Payment will be made to the Contractor on the basis of work carried out, keeping in view the Unit of measurement in Man days. In case, the same persons deployed by the contractor, are permitted by him to continue to work beyond normal working hours, for any reasons whatsoever, contractor in such cases shall pay them the wage rates applicable under the statutory provisions at contractors cost. In other words no overtime (OT) payment will be made by BHEL, as the payment is on "Unit Rate Basis".
25. Disputes or differences arising from this Tender Notice, if any or any other disputes connected therewith shall be decided by the "Issuing Officer", and his decision will be final and binding on the tenderers.
26. The contractor should abide by the security and safety rules of the company and provide such safety requirements as per statutory rules and requirements of the company.
27. In case of breach of any of the terms and conditions of the contractor, BHEL reserves the right to cancel the contract either in part or full.
28. Canvassing in any form shall render the Bid liable to be rejected.
29. Contractors shall ensure engaging of one employee per shift and shall ensure compliance of labour law provisions pertaining to shift operations. Contractors shall also ensure supervision of the services rendered by its workmen.

Contractor Signature

Contractor Seal
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PART-I (TECHNO COMMERCIAL BID)

ANNEXURE-IC

Name of Vendor:

GENERAL TERMS & CONDITIONS OF CONTRACT

1. Definition:

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

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

2. Heading to the Contract Conditions:

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

3. Deviations:

The contractor shall carry out any Scope of work as per instructions of Executing official.

Contractor Signature

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4. Work To Be Carried Out:

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

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

5. Assignment of Transfer of Contract:

The Contractor shall not, without the prior written approval of the BHEL, assign or transfer the contract or any part thereof, or any share, or interest thereon to any other persons. No sum of money which may become payable under the contract shall be payable to any person, other than the contractor unless the prior written approval of the BHEL to the assignment or transfer of such money is given.

6. Sub-Contract:

The Contractor shall not sublet any portion of the contract without the prior written approval of the BHEL.

7. Compliance to Regulations and Bye-Laws:

The Contractor shall confirm to the provisions of any statute relating to the work and regulations and Bye-laws of any local authority. The Contractor shall be bound to give all notices required by statutory regulations or by-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

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

Earnest Money Deposit (EMD):

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

Modes of Deposit:

The EMD shall be accepted only in the following forms:

- a) Cash deposit as permissible under the extant Income Tax Act (before tender opening)
- b) Electronic Fund Transfer credited in BHEL account (before tender opening)
- c) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer)

In case total EMD amount is more than ₹ 20 Lakh, the amount in excess of ₹ 20 lakh may be accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for at least six months.

Forfeiture of EMD:

EMD by the tenderer will be forfeited as per tender documents if

- i) After opening the Tender, the Tenderer revokes his Tender within the validity period or increase his earlier quoted rates.
- ii) If only, a part of the work included in the tender has been awarded to the tenderer and the tenderer refuses to take up the work the amount of Earnest Money to be forfeited will be based on the value of the contract so awarded.
- iii) The Tenderer does not commence the work within the period as per LOI / Contract. In case the LOI / Contract is silent in this regard then within 15 days after award of Contract.

General Terms related to EMD:

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

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

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

Security Deposit (SD):

The contractor whose tender has been accepted shall, within seven days of receipt of the notification of acceptance of his tender, should deposit Security deposit @ 5 % of Contract value.

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

Modes of Deposit:

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

- i) Cash (as permissible under the extant Income Tax Act)
- ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
- iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
- iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
- v) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)

General Terms related to SD:

The security Deposit will not carry any interest.

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

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

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

All compensation or other sums of money payable by the contractor to BHEL under the terms of this contract or under any other contract with BHEL, may be deducted from the Security Deposit or realized by the sale of the securities of from the interest arising there from or from any sums which may be due or may become due to the contractor payable by BHEL, on any account whatsoever against this contract of any other contract with BHEL and in the event of his Security Deposit being reduced by reason of such deductions or sale as aforesaid, the Contractor shall within seven days thereafter make good in cash or in securities endorsed as aforesaid, any sum or sums by which the security Deposit has been so reduced.

In case of an Award of a Contract and if the Contractor fails to perform or does not comply with the Performance Evaluation Criteria, the Security Deposit will not be refunded / Bank Guarantee encashed.

The Bank Guarantee shall be kept valid until the due date for refund of Security Deposit.

Security Deposit has to be deposited within 15 days of LOI/WO. Else EMD will be forfeited and may also attract the provision of "Suspension of Business dealings with Suppliers/Contractors".

Contractor Signature

9. Orders under the Contract:

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

Contractor shall be deemed to have included in his tender price of all the plant, machinery and appliances required for the purpose of all operations connected with the work embraced under the contract to secure a satisfactory quality of work and rate of progress which in the opinion of the " Contract Signing Officer" will ensure the completion of the work within the time specified. BHEL is having every right to split the schedule and to award the work to single or many parties on the lowest offered rates basis. This is a time bound contract for period mentioned, and does not envisage any extension of time / period.

10. Contractor's Supervision:

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

11. Labour:

1. The Contractor shall remain liable for the payment of all wages and other payments in connection with the employees engaged by him and with regard to the work.
2. The Contractor shall comply with the applicable provisions of Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act. 1938, Employees' Compensation Act 1923, Payment of Bonus Act, EPF and Miscellaneous Provisions Act, 1952, Employees State Insurance Act, 1948 and other relevant Acts and rules framed, there under from time to time
3. Contractor shall be responsible for making payment of wages before expiry of 7days from the last day of wage period and shall ensure disbursement of wages in the presence of the authority's representative of contract operating division who shall record under his signature at the end of entries in the Register of wages.
4. Contractor shall have/ obtain license under CL(R&A) Act, 1970.
5. As per BHEL circular HR-Welfare circular dt 08.04.2014, the following additional wages per month has to be paid by the Contractor over and above minimum wages declared by Tamil Nadu Government to labors as:
 - a) Unskilled : ₹ 3200/
 - b) Semi-skilled : ₹ 3700/-
 - c) Skilled : ₹ 4100/-

6. The contractor has to disburse the salary/wages for their workmen preferably through Bank. If wages are paid through banking channel, the relevant Bank statement/proof for Bank payment should also be produced along with PF and ESI challans to Welfare Section every month.

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12. Precautions against Risk:

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

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

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

14. Laws Governing the Contract:

The contract shall be governed by the Indian Laws for the time being in force.

15. Cancellation of Contract for Corrupt Acts:

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

If the Contractor shall:

a) Offer or give or agree to give to any person in BHEL service any gift or consideration of any kind, as an inducement or reward for doing or for bearing to do or for having done or for having borne to do any act, in relation to the obtaining or execution of this or any other contract for BHEL service,

OR

b) enter into a contract or understanding with any person in BHEL in connection with which commission has been paid or agreed to be paid by him or with his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to BHEL,

OR

c) To obtain' a contract with BHEL as a result of ring tendering or by non-bonafide methods of competitive tendering, without first disclosing the fact in writing to BHEL.

16. Cancellation of Contract for Insolvency Assignment of Transfer or Subletting Of Contract:

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

If the Contractor,

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- a) Being an individual or if a firm any partner thereof shall at any time be adjudged bankrupt or have a receiving order for administration of his estate, made against him or shall take any proceedings for liquidation or composition under any bankruptcy Act or assignment of his effects of composition or arrangement for the benefit of his creditors or purport to do so, or if any application made under any Bankruptcy Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him on behalf of his creditors.

OR

- b) Being a Company, shall pass a resolution or Court shall make an order for the liquidation of its assets, or a receiver or Manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or Manager.

OR

- c) Assigns, Transfers, Sublets or attempts to assign, transfer or sublet any portion of the work without the prior written approval of the BHEL.
- d) Whenever BHEL exercises the authority to cancel the contract under these conditions, BHEL may have the work done by any means at the Contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by the respective area **HOD**) being less than the contract cost, the advantage shall accrue to BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by the respective area **HOD** or the same shall be recovered from the Contractor by other means.
- e) In case BHEL carries out the work under the provisions of this condition, the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plants and / or labour provided by BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the respective area **HOD** whose decision shall be final and conclusive.
- f) Labour engaged by the contractor should be disciplined & exhibit good behaviour in dealing with employees of BHEL. Any misbehaviour or undesirable conduct of any person engaged by the contractor is reported, contractor shall change that person immediately or else it may even lead to termination of the contract & in such case security deposit will be forfeited as penalty.

17. Cancellation of Contract In Part or Full for Contractor's Default:

If the contractor:

- a) makes default in carrying out the work as directed and continues in that state after a reasonable notice from the respective area **HOD** or his authorized representative:
- b) fails to comply with any of the terms & conditions of the contract or failure to comply orders after reasonable notice in writing with orders properly issued thereunder:

BHEL, May without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the contract as whole or in part thereof or only such work order or items of work in default from the contract. Whenever BHEL exercises the authority to cancel the contract as a whole or part under this condition, BHEL may complete the work at the contractor's risk and cost (as certified by the respective area **HOD** which is final and conclusive) being less than the contract cost, the advantage shall accrue to BHEL. If the cost exceeds the money due to the Contractor under this contract, the Contractor shall either pay the

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

18. Termination of Contract on Death of Contractor:

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

19. Special Power to Termination:

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

20. Submission and Processing Of Bills:

Payment of Bills:

1. Payment will be made after completion of work on pro-rata basis on acceptance and certification of bills by BHEL Engineer.
2. Payment shall be made against Certification by respective area **Engineer in charge**.

The Contractor at the end of each month shall submit a bill in triplicate detailing the various items of work done during the month supported by the requisitions issued from time to time. The Contractor shall, once in every month, submit to the respective area **HOD** separately details of their claims for the work done by them up to and including the previous month which are not covered by their contract agreement in any of the following respects:

- a) Deviation from the items provided in the contract documents.
- b) Extra items / new items of work.
- c) Items in respect of which rates have not been settled. He should in addition furnish a clear certificate to the effect that the claims submitted by him as aforesaid cover all his claims and that no further claims shall be raised by him in respect of the work done up to and including the period under report. Payment will be at the sole discretion of BHEL.

21. Along with bills, Contractors has to furnish copy of the following documents for further processing of bills:

- a) Documentary proof for payment of PF/ESI with respect to the employees engaged by the contractor with payment details relating to individual names to be submitted.
- b) Copy of payment challan of previous Month / Quarter as proof of deposit of Service Tax along with a certificate from the Contractor that tax collected from BHEL has been remitted to tax authorities.
- c) Any other relevant document which is required from time to time as per BHEL requirement.
- d) If the Contractor is not registered for any statutory obligation and not liable thereto, then a declaration shall be submitted along with offer that they are within the threshold limit.

Contractor Signature

22. Recovery from Contractor:

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

23. Post- Technical Audit of Work and Bills:

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

24. Refund of Security Deposit:

The Security Deposit mentioned in condition 8 above may be refunded to the Contractor after a period of 6 months on termination or expiry of the contract provided always that the Contractor shall first have been paid the last and final bill and have rendered a "NO DEMAND CERTIFICATE".

25. Force Majeure Clause:

If, at any time during the continuance of this Contract the performance in whole or in part by either party of any obligations under this Contract shall be prevented or delayed by reason of any War, Hostile acts of the public enemy Civil Commotion, Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, Earthquake etc.) then provided notice of happening of any such event is given by either party to other within 7 days from the date of occurrence thereof neither of the parties shall by reason of such event be entitled to terminate this Contract or claim for damages against the other in respect of such non-performance or delay for such period. Performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event, claims for extension of time may be granted for periods considered reasonable by the respective area **HOD** at his discretion subject to prompt notification by the contractor.

26. Arbitration:

All disputes between the parties to the contract, arising out of or relating to the contract, other than those for which the decision of the respective area **HOD** or Accepting Officer or any other person is by the contract expressed to be final and conclusive shall after written notice by either party to the contract to the other party be referred to the Arbitrator, to be appointed by the GENERAL MANAGER of BHEL in his sole discretion. Unless the parties otherwise agree, such reference shall not take place until after the completion, alleged completion or abandonment of the work of the determination of the contract. The venue of Arbitration shall be such a place or places, as may be fixed by the Arbitrator in his sole discretion. The award of the Arbitrator shall be final, conclusive and binding on both parties to the contract.

27. Signing Of Contract:

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

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28. LIQUIDATED DAMAGES (LD) /PENALTY:

If the contractor fails to complete the service/work as per terms & conditions of the order within the delivery schedule,

a) Penalty as detailed below subject to maximum of 10 % of Total awarded value.

11	PENALTY	SERVICE CONDITION
A	Contractors works men	
A.1	₹ 250 (1st lapse). ₹ 500 each subsequent within 30 days.	Failure to ensure Attendance Register has signatures only of staff on duty in each shift on all days including Sundays and holidays
A.2	₹ 250 (1st lapse). ₹ 500 each subsequent within 30 days.	Failure to ensure all staff are attired in clean, washed and neatly pressed full uniforms with Contractor's Logo and shoes with socks, plastic name plates (Dark Blue Letters on white background) and recent colour photo ID cards endorsed by BHEL while on duty.
A.3	₹ 250 (1st lapse). ₹ 500 each subsequent within 30 days.	Failure of staff to turnout clean and smart with regular shaving while on duty.
A.4	₹ 250 per person per day until police clearance is submitted.	Failure to submit certificates of antecedents of each of contractor's staff from the local police station within a period of 3 months after the award of contract.
A.5	₹ 250 per occasion.	Staff found to be undisciplined or discourteous.
A.6	₹1000 per instance.	Inappropriate personal hygiene or deployment of sick person on duty.
A.7	Pro-rata deduction + ₹ 500 per head per day.	Failure to post minimum of 9 staff (I shift -3, II shift - 3 III shift -1, General Shift - 2) on all days or any 24-hour period covering day and night shifts. Contractor should have the required manpower to substitute leave /absent / replacement towards C off.
A.8	₹ 250 (1st lapse). ₹ 500 each subsequent.	Failure to ensure health and hygiene of staff on duty and arrange periodical medical checkup as per Factories Act/OHSAS norms.
A.9	₹ 250 (1st lapse). ₹ 500 each subsequent within 30 days.	Deficiency in service/Complaints from guests of poor service.
A.10	Full replacement / repair cost / Replacement cost of damaged items.	Damages / loss to BHEL premises/property due to default / failure / breakage / theft / damage or loss of nay material, equipment, fixture, furniture due to negligence of contractor / staff.
A.11	₹ 250 (1st lapse). ₹ 500 each subsequent within 30 days.	Failure to change all linen in Guest Rooms including towels, bedspreads, bedsheets and pillow covers every day and on check-out of guest.
B	Catering	
B.1	Pro-rata deduction + ₹ 250 per head per day.	Failure to post minimum number of professionally qualified or experienced Cooks for all types of Veg, Non-Veg, Continental food preparation and to change cooks immediately in case of deficiencies.
B.2	₹ 5000 per incident.	Hard or sharp objects like glass pieces, nails, hard plastic etc in food.

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B.3	25% of original cost to be recovered.	Breakage of crockery on account of natural wear and tear as decided by BHEL.
B.4	₹ 250 (1st lapse). ₹500 each subsequent within 30 days.	Hygiene of dining hall, kitchen etc., not up to the desired standards.
B.5	₹ 250 (1st lapse). ₹ 500 each subsequent within 30 days.	Complaints from guests of poor service or quality of catering including room service.

b) In case of any change to the order value, the LD shall be subject to a maximum of 10% of the revised order value.

29. Biometric Entry/Exit System for Contract Workmen:

1. The Entry/Exit of the employees engaged by contractor is to be regulated only through Biometric system.
2. The Contractor initially will be issued with a temporary gang pass for his/her employees for a period of ten days.
3. The contractor should arrange photo coverage for all his/her employees within the above stipulated time.
4. The contractor has to submit FORM-I for all his/her contract employees. All the particulars required in FORM-I are to be provided by the contractor without fail.
5. Every employee of the Contractor shall be provided with Employment Card as per Form XIV (as per Rule 76 of the Contract Labour (Central) Rules, 1971 and the contractor shall instruct its employees to carry the Employment Card as well as Entry Card without fail, while entering/exiting factory.
6. The contractor should educate his employees in registering the attendance through the system.
7. Whenever a contract employee migrates or leaves service of the contractor, the contractor has to surrender the biometric card of the particular employee to Contract Cell with immediate effect, without fail.
8. On completion of the work, the contractor has to surrender all the biometric entry cards issued to its employees immediately to the contract cell. Otherwise, an amount of Rs.100/- per card will be deducted from the final bill/security deposit of the contractor.
9. If any contract employee lose his/her entry card, the contractor shall arrange a duplicate entry card for the employee by paying an amount of Rs.100/-.
10. The Contractor is totally responsible for the biometric cards issued to his/her employee.
11. The Contractor has to indemnify BHEL for all the damages and losses caused by his/her employees.

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

1. All the Contract employees should be trained on Safety and certified by Safety/BHEL. New employees should undergo Safety Training before take up the work, without Safety Training no contract person is allowed to do any work.
2. Use of cell phones and other mobile electronic devices (including hands-free devices) in the work spot and during the operation of a vehicle in the BHEL premises is prohibited.

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3. Contract employees working on BHEL premises must wear appropriate personal protective equipment. Strict adherence to all required Personal Protective Equipment (Helmet, Safety Shoes and Goggles) are mandatory, specific PPE requirements will be based on job type or tasks performed.
4. Excessively loose-clothing, dhoti/Lungi is prohibited especially around rotating or moving equipment.
5. The contractors' work area should be kept clean and orderly, free of clutter and trash, so that work may proceed in a safe and orderly manner. Tools should be safely positioned during use and promptly put away when no longer required.
6. Fire-fighting, emergency shutdown devices, and life-saving equipment, should not be blocked by the contractor/employees and access to the path to this equipment should be maintained at all times.
7. Only approved equipment should be used in locations where flammable mixtures are present. A Hot Work Permit is required when open flames, or electric arcs are in the work area and while handling flammable materials.
8. Smoking is not allowed in work area.
9. BHEL operate under a comprehensive Emergency Response Plan. Contractors should be aware of the site Emergency Response Plan and communicate that plan to all their employees.
10. It is recommended that the contractor should know & display the emergency phone numbers like Fire, Ambulance, Safety, Security etc. at their work area.
11. It is the responsibility of the contractor to understand and use the appropriate Work Permits and to verify any permit requirements at the location. Contractor must make necessary arrangements with their Representative to acquire appropriate authorization to perform those operations at the site.

31. FRAUD PREVENTION POLICY

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

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

32. SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS / CONTRACTORS:

Penal action can be initiated on the suppliers / Contractors in line with extant 'Guidelines for Suspension of Business Dealings with Suppliers/ Contractors. The abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' has been uploaded on <http://www.bhel.com> on “supplier registration page”.

33. RISK PURCHASE:

a) In the event of any successful Tenderer's failure to fulfil any of the tender / Contract obligations as per Contract / Agreement, BHEL may entrust the job to alternate vendor and get it completed to meet the BHEL requirement and additional expenditure, if any, including consequential cost viz., demurrage etc., will be fully recovered from the Contractor who failed to complete the job in line with the Contract.

b) The decision of BHEL with regard to the actual losses / consequential expenditure incurred by BHEL shall be final and binding on the Contractor.

In case vendor fails to fulfil any of the tender / Contract obligations as per Contract / Agreement, contract shall be cancelled and SD shall be forfeited

Contractor Signature

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PART-II (PRICE BID)

ANNEXURE-II

SN	Work Description	UOM	APPROX. QTY	Rate/ UOM in ₹	Total in ₹
1	PROFESSIONAL CATERING AND HOUSEKEEPING SERVICES FOR CAUVERY GUEST HOUSE	Month	24	₹/ Rupees.....only	₹/ Rupees.....only
Total Value (₹)					
Service Tax @ _____ % (₹)					
Total Value Including Service Tax(₹)					

NOTES

1. Rates should be quoted in figures and words and are to be identical, if not the prices in the words will be considered as correct and the same shall be valid and binding.
2. The rate quoted shall remain firm and valid for contract period and no extra payment will be reimbursed to the contractor by BHEL. Any increase of DA/ wages to the contract labor shall be absorbed by the contractor themselves during the period of contract.

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