

Tender No **RE/MUM/HRD/T-2004**

for

Running & Maintenance (upkeep) of BHEL Transit Flats located at
Churchgate and Andheri, Mumbai.



BHARAT HEAVY ELECTRICALS LIMITED
(A Govt. of India Undertaking)
ROD, Mumbai.



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Limited

Regional Operation Division, Mumbai

14 Floor, World Trade Centre-1, Cuffe Parade, Colaba, Mumbai -400005.

Phone: 022-22171222, 022-22171223

To,

M/s _____

Dear Sirs/Mams,

Sub: Tender for Upkeep & Maintenance of BHEL Transit Flats at Churchgate and Andheri, Mumbai

BHEL invites bid in two bid systems from established and experienced contractors for Running & Maintenance (& upkeep) of BHEL Transit Flats at Churchgate and Andheri, Mumbai.

In line with the terms and conditions placed in the tender specification.

The tender comprises of:

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The bidders are advised to submit their most competitive offers complete in all respect and without any deviation. The offers shall remain valid for **One month** for acceptance from the due date of tender. Tender should be submitted as stated in “Instruction to bidders – Section - III”. The technical offer should comply with the all tender requirement. The offers with any deviation will be rejected and the financial offer of the bidder will not be opened.

Due to Covid-19, lockdown existing and non-availability of proper courier and postal service, BHEL is seeking the offer from all vendors in two-part bid system in soft copies and same can be sent to our company email ID finmsrodmmum@bhel.in in **two part bid system i.e. Technical and price bid in separate email.**

BHEL reserves the right to conduct the Reverse auction. Bidders are requested to quote their most competitive prices.

Bidders must submit their bids through email by **15:00 hrs, 21/01/2021**. The EMD’S should be transferred through EFT Mode only as per Instruction in Section III. **The offers without EMD will not be considered for evaluation in the E-Tendering system. (Refer instruction to bidders section III)**. Successful bidder shall be responsible for completion of the contract in all

respect. Techno commercial offers shall be opened on **21/01/2021** at **15.30 Hrs.** If RA is conducted for this tender, detail of vendors will be provided separately.

Thanking you,

Yours faithfully
For BHARAT HEAVY ELECTRICALS LIMITED

-SD-

Addl. General Manager – HR

Encl: Section I to XIII

Section I

GENERAL INFORMATION

Sn.	Name and Address	Phone Nos. & Email
1.	Unit & Address	BHEL ROD Mumbai Unit Bharat Heavy Electricals Limited,14th / 15th Floor, World Trade Centre - 1, Cuffe Parade, Colaba, Mumbai:- 400 005
2.	Contact Person and Email E-Mail	Name : Sarin Sondawale ,Manager (HR) Email: sarin@bhel.in Phn:022-22171222/23 Name: Sh. S.D. Shikhare (AGM-C&HR) Email: rodsds@bhel.in
3.	Tender Reference No	RE/MUM/HRD/T-2004
4.	Tender Title	Tender for Running & Maintenance of BHEL Transit Flats at Churchgate and Andheri, Mumbai
5.	Tender Type	Rate Contract
6.	EMD Value	Rs 29600
7.	Date of Issue of Notification	13.01.2021
8.	Due date & Time of submission of EMD	Till due date and time of tender
9.	Date and time of opening of (Technical) Part I	21/01/2021 15:30 Hrs
10.	Date and time of opening of (Price) Part II/ Reverse auction	To be intimated separately
11.	Tender available on	https://bhel.com
12.	Duration of contract	1 Year from date of LOI & Further extendable on sole discretion of M/s BHEL

SECTION – II

SCOPE OF WORK

Work Description

BHEL, ROD Mumbai is having its transit flats at three locations namely-

- (I) **Khetan Bhavan Transit Flat:** - (3 Rooms with attached toilet; 1 Dormitory with 7 beds; 1 common toilet; 1 dining hall; 1 kitchen) - 2500Sqft

Address: - 9, KhetanBhavan, 4th Floor, 198, Jamshedji Tata Road,
Beside Hotel Astoria, Churchgate, Mumbai, Pin -400020

- (II) **Mistry Court Transit Flat:-** (4 Rooms with attached toilet; 1 common toilet; 1 dining hall; 1 kitchen) - 1561 Sq ft

Address: - 16, Mistry Court, 3rd Floor, Dinshaw Wachha Road, Opp.
C.C.I., Beside Hotel Marine Plaza, Churchgate, Mumbai-Pin:-400020

- (III) **D N Nagar Transit Flat:** - (3 Flats of 2 BHK each with common toilet and bathroom- Flat no 124, 126 and 139) - 3 X 555.75 sq ft

Address:- BHEL Officers Flats, Building No. 4, D N Nagar, Near D N Nagar Police Station, Andheri (West), Mumbai, Pin:- 400058.

SCOPE OF WORK:-

1. CARE TAKING SERVICES:- The contractor will provide round the clock attendant services at above Transit flats. Attendant services will include issue of cleaned, washed and dried Blankets, Towels, and other utility items to Guests every day and other materials required by occupants of the Transit Flats 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 shall include receiving of phone calls and guests, making the guests comfortable in their allotted rooms, carrying of baggage of VIP guest to the room at the time of arrival/departure; getting the necessary entries made in the records on arrival and departure.

Caretaker would be responsible to look after the upkeep of the premises including check-in and check-out formalities like maintaining the guests' record, preparation of bills, taking the requisite amount of payment from the guests for their consumption of food and beverages, etc. during their stay. He shall also be responsible to liaise with the booking staff of BHEL at its office on a day-to-day basis and exchange information relating to booking. It will also include following:

- (a) To maintain Transit Flats including all bed rooms with attached toilet cum bath rooms, Kitchens, drawing and dining halls, common areas etc.
- (b) To provide liquid mosquito repellent in all the rooms, replace the same as and when required, provide air freshener like odonil or other in bath rooms, etc.
- (c) To provide one Bathing soap (Dettol, Medimix or equivalent) for guests.
- (d) To provide clean and washed towels, bed spreads, pillow covers for guest and the same shall be **changed once in a three day or on arrival of a new guest**, whichever is earlier.
- (e) To keep the Transit Flats 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) Payment on this account shall be collected by contractor from guests directly as per Annexure-I.
- (h) Supervision of the Transit Flats on a daily basis and see the upkeep of premises.
- (i) Manage the arrival of VIPs and meeting & dinner hosted at Transit Flats and taking necessary action to carry baggage of VIP guest to and fro gate at the time of arrival as well as departure.
- (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) Maintenance of occupancy registers on daily basis.
- (m) 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/comb/tooth paste, brush/shaving kit etc., shall be purchased and made available by contractor. The cost of consumables shall not be reimbursed to the contractor. The contractor will be responsible to maintain all provided items in service condition at his own cost.**

2. HOUSEKEEPING & CLEANING SERVICES: The Housekeeping job involves highest standard of maintenance and upkeep of all rooms, i.e. living rooms, bed rooms, kitchen, caretaker room and other spaces in the guest house, and the schedule thereof will be maintained by the contractor at their own cost as follows:

- (a) Making of beds, issuing of clean linen and blankets will be done prior to check in by the guest, and keep the rooms ready for occupancy.
- (b) The cleaning of rooms and toilets, when occupied, should be done twice a day, by using best quality material. In addition, the hall and common area should be cleaned in all respects and well maintained.
- (c) All toilets, bathrooms and dining area should be disinfected every day by using good quality phenyl/disinfectant and naphthalene balls to be put at all the places required. Toilets and

bathrooms should be fitted with air-fresheners and replenished for basic items such as tissue papers roll, soap and handwash.

- (d) Pest control, anti-termite treatment and rodent control services will be carried out regularly by the contractor in the guest house every quarter. In case, the requirement arises earlier than the quarterly schedule, same should be carried out satisfactorily.
- (e) All the curtains will be cleaned, washed, ironed and changed in an appropriate manner once in a month, or as per need, whichever is earlier by the contractor.
- (f) The bed sheets, pillow covers, towels, etc. will be washed and changed daily unless and until the occupant/guest states that the bed sheets, pillow covers, towels, being used by him/her need not to be washed during the period of his/her stay.
- (g) All the rooms and common area should be sprayed regularly twice a day with good quality room freshener.
- (h) Dusting of furniture, walls, ceiling fans, windows, venetian blinds, TV, Fridge, Air-conditioning machine and all other equipment should be done on daily basis.
- (i) Removal of cobwebs at the entrance area and within the guest house should be done on daily basis.
- (j) Removal and quick disposal of garbage and kitchen wastes (dry and wet separately) regularly every day.
- (k) Removal of tainted material and dust from floors, rooms, balconies, kitchen toilets, etc. regularly every day.
- (l) Daily providing reputed / leading Newspapers – one in Hindi and one in English in hall/common area of the Guest House.
- (m) In case of minor repairs such as plumbing, electrical, civil etc. Bidder has to take necessary action after prior approval from BHEL. BHEL will be reimbursing for the same against original invoices after due verification.
- (n) Providing materials in each rooms, listed in **sr. no 10** on daily basis to occupants.
- (o) Providing of first Aid box, Shoe shine polish/brush
- (p) Any other job assigned by BHEL from time to time.

Note: Apart from the cleaning and maintenance schedule as enumerated above, the cleaning and general upkeep of common area would be done on daily basis by the contractor, which would also include the cleaning and disinfestations of furniture and fixtures provided by BHEL.

3. LAUNDRY SERVICES

- (a) BHEL will provide basic infrastructure, electricity and water to facilitate the laundry services. However, contractor will arrange the detergent powder for washing machine, washing soap, steam iron, iron board, other equipment's etc.
- (b) Cleaning of bed sheets and towels of all rooms every day.
- (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 upon 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-II**

The following services are to be provided by the Agency in general:

- (a) To maintain all the areas at three locations (all room with attached toilet cum bath rooms), Kitchen, drawing and dining halls etc.)
- (b) To provide housekeeper with proper uniform in different locations.
- (c) The complete areas under contract shall be cleaned regularly every day using necessary cleaning materials etc.
- (d) To provide liquid mosquito repellent in all the rooms, replace the same as and when required, provide odonil or equivalent in bath rooms, etc.
- (e) 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.

4. Catering services: Catering Services shall primarily involve the following:

- a. Procurement of materials for breakfast/lunch/dinner/snacks/tea/coffee/biscuits etc.;
- b. Cooking and preparing breakfast/lunch/dinner/snacks and beverages with such materials ;
- c. Provision of paper napkin/tissue papers along with all meals;
- d. Serving breakfast/lunch/dinner/snacks and beverages to the occupants of the rooms and / or at the Dining hall;
- e. Cleaning of the utensils including upkeep of the kitchen;
- f. The contractor shall charge the requisite amount as mentioned in annexure-I from the guest and issue receipt for the same as catering charges.
- g. If the guest is on official visit i.e Company guest; all catering charges may be billed to BHEL and have to be submitted along with monthly bill for payment.
- h. All the consumables with respect to catering services including LPG gas charges; tea; milk; coffee; and any other material required for the preparation of food items shall be borne by contractor.
- i. These items are required to be prepared and served by professional cooks / waiter only. All the required ingredients / raw material for breakfast / tea / coffee are to be supplied by the contractor. Supervisor must ensure that all these raw materials / ingredients are sufficiently stocked on daily basis plus the material should be of the best quality. Any breakage/ loss of expensive crockery / cutlery and linens will be recovered from monthly bill. Assorted soft drinks and soda water should also be available all the time which shall be supplied to guests at actual costs (*not exceeding MRP*). Tea to be Taj Mahal/Society/Red label. Coffee to be Nescafe/Bru. All packaged / processed food items must be FSSAI approved. Phenyl/disinfectant, Dish wash, etc. must be IS approved.

Requirement of personnel for managing the day-to-day work of guest house:

- a. The guest house shall always be manned by not less than two (2) personnel, i.e. one as caretaker-cum-cook and other as utility worker.
- b. These personnel should always wear clean uniform (white colour) supplied by the contractor while on duty. They should have fair working knowledge (i.e. read, write and speak) of three languages i.e. English, Hindi and Marathi.
- c. Personnel should have valid like Aadhaar card and PVC (Police verification certificate)

5. GENERAL

1. The validity of contract is 1 year after date of LOI and further extendable upto 1 more year at sole discretion of BHEL. However in case of poor performance/ major complain regarding theft/regular misbehaviour/noncompliance of terms and conditions to contract, BHEL reserves the right to terminate the contract by giving notice of not more than 1 month.
2. The contractor shall maintain the complete premises in hygienic condition all the time
3. Gas connection will be provided by BHEL. However required refills are to be arranged by the caterer at his own cost.
4. Quality, quantity of food and promptness of service is the essence of the contract to be rendered by the caterer. In case the same is found to be poor BHEL has the right to terminate the contract without assigning any reasons there off.
5. BHEL has no responsibility whatsoever on the Contractor's employees and the Contractor will be solely responsible for managing his employees. In the event of any dispute between the Contractor and his employees, the Contractor alone will be responsible for settlement of any claim and consequences that may arise out of any such dispute, whether statutory or otherwise.
6. BHEL reserves the right to terminate the contract without assigning any reason and compensation by giving one month's notice if it is found that the services are not satisfactory.
7. The contractor should bear in mind that the services to be rendered for running and maintenance of transit flats must be trouble free and to the entire satisfaction of BHEL. It is the responsibility of the contractor to deploy efficient manpower.
8. Accepted rates (Service Charge) shall be inclusive of all taxes, duties etc. except GST Tax which shall be paid by BHEL separately at actual on submission of supporting documents.
9. The Contractor shall be solely responsible for providing all requirements of his personnel, including Payment of wages and all allowances to it's employees as per the Maharashtra Governments Minimum Wages Act.

10. Details of items in the Scope of Contractor/BHEL

a. ITEMS TO BE PROVIDED BY THE BHEL:

IN EACH ROOM

- | | |
|---------------------------------------|---------------------------------|
| a. Bed Sheet | m. Sofa Sets with Centre Tables |
| b. Pillow Cover | n. Cup Boards |
| c. Towels | o. Gas connection in kitchen |
| d. Plastic soap case in the Bath room | p. Stoves in Kitchen |
| e. Cots | q. Bed Side Tables |
| f. Mattresses | r. Televisions |
| g. Pillows | s. Wall clock |
| h. Writing Table with Chair | t. Dust bins |
| i. Curtains | u. Clothes line in bathroom |
| j. Dining Tables with Chairs | v. Clothes hanger in bathrooms |
| k. Water filter/Aquagaurd | w. Crockery (In Kitchen) |
| l. Fridge | |

b. ITEMS TO BE PROVIDED BY THE CONTRACTOR

i. Bathroom: Contractor has to provide following items in Bathrooms guests' arrival:(Item to replace after 3 days/change in guest/or consumed whichever is earlier)

- a. Bath Soap (Lux/Dove/Godrej/vivel/margo or equivalent - In small pack)
- b. Shaving Kit (shaving blade and Gel)
- c. Odonil or equivalent freshner in every Bathroom
- d. Toilet liquid soap (Dettol/ Lifeboy/Godrej or equivalent) with dispenser
- e. Shampoo Sachet- Sunsilk /Clinic plus/H&S or equivalent
- f. Toilet / Tissue paper of good quality & brand
- g. Hair Oil (Parachute small pack or equivalent)
- h. Dental kits (tooth brush and paste)
- i. Liquid Mosquito Repellent in each room , Halls and kitchen

ii. Bedroom: Contractor has to provide following items on daily basis

- a. Candle and Match Box.
- b. Room Freshener.
- c. Insect Repellent Machine with refill.
- d. Any other item/items as specified by authorized officer of BHEL ROD Mumbai.(consumables of daily hospitality use)

iii. Hall: Contractor has to provide following items on daily basis

- a. First Aid box
- b. Shoe shine polish/brush
- c. Insect Repellent Machine with refill
- d. Any other item/items as specified by authorized officer of BHEL/ROD Mumbai.(consumables of daily hospitality use)

iv. Kitchen

- a. Refill of LPG

- b. Daily consumables required for tea/coffee/Breakfast/Lunch/Dinner

Note:

1. Agency to provide Cable connections to all TVs, take reimbursement against same by producing the bills.
2. Agency to provide Newspapers/dailies (one English National and one Hindi National) at common area/hall of each location
3. All routine maintenance, both electrical & civil including consumables viz. Bulbs, Tubes, cleaning material, etc. except major repairing works, shall be carried out by the agency. Any start of leakages in ceiling / walls to be timely intimated to BHEL. Agency should ensure safety of all items in transit flat.
4. Common maintenance charges of society, Electricity & Water charges shall be borne by BHEL. However housekeeper to ensure that all original bills are timely forwarded to BHEL for payment

Penalty:- The Transit Flats 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.

1. Any complaint regarding non-maintenance of Transit Flats or non-providing of any material listed in Sl.No 10 above , shall attract a flat penalty of Rs. 100/-* on the contractor for each incidence.
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. 500/-on the contractor for each incidence.
3. The complaint of unclean utensils in a day would lead to a fine of Rs. 100/-* on the contractor for each incidence.

*** 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.**

5.The contractor shall in all respects comply with all requirements of Minimum Wages Act, as applicable in Catering Establishments, the Contract Labour Act, The Employees' State Insurance Act, Employees' Provident Fund Act, Payment of Gratuity Act, Industrial Disputes Act, 1942, Payment of Bonus Act, and of any other law for the time being enforced and shall keep the BHEL fully indemnified against any or all liabilities and responsibilities under the said Acts and Schemes there under. In the event of the Contractor not making payments, statutory deductions as per the laws applicable to the concerned workmen, the BHEL will have the right to deduct an equivalent amount from the dues payable to the contractor. Vendor shall comply with the new Labour Codes including

1- Code on Wages; 2- Industrial Relations Code; 3- Social Security Code; 4- Occupational Safety, Health and Working Conditions Code as and when they come in force.

6. The contractor shall ensure that he and/or his personnel or representatives shall comply with all safety regulations issued from time to time by the BHEL or the competent authority, and should any injury resulting in death or damage to any property occur as a result of failure to comply with such regulations, the contractor shall be held responsible for the consequences thereof and shall keep the BHEL harmless and indemnified of any such claims whatsoever.

7. The contractor shall also ensure that all the registration certificates as required under this contract should remain valid during the contract period.

8. The contractor should take out Workmen Compensation policy and keep it valid during the period of the contract. In addition, the contractor shall take and maintain all necessary insurance at his own cost.

9. Any extra or additional items of work, if any, beyond the scope of work originally included in this contract shall be paid on the basis of rates as may be mutually agreed between the parties.

10. No person(s) other than the person(s) employed by the contractor for the purpose of this contract, including BHEL employees, shall be permitted to reside in the guest house except who are given special permission by BHEL.

11. The contractor shall furnish the details of his employees, along with their photographs, prior to deployment. BHEL or its authorized representatives reserve the right to refuse admission to one or more of the contractors' men if their conduct or inefficiency is subsequently found unacceptable. The decision of BHEL or its authorized representatives in this matter shall be final. The contractor may substitute any of his employees and should keep BHEL informed of such substitution / change immediately.

12. Only medically fit personnel of the contractor will be allowed to work. Before deploying the workers, the contractor should furnish medical fitness certificate of his personnel, especially for the communicable diseases like TB. The workers of the contractor shall also be subject to periodical medical checks by BHEL Doctors.

13. BHEL reserves the right of asking for replacement of workers if they are found to be unsuitable or do provide unsatisfactory services under the contract. Any new worker(s) taken under such replacement should be suitably briefed to handle the work requirements.

14. Contractor's men shall not indulge in entertaining their guests / outsiders in the guest house premises & also not normally move out of their specified area of work.

15. The contractor shall keep BHEL indemnified from and against all personal and third party claims whatsoever arising out of any commission or omission by contractor or his staff. For this, the form of indemnity as prescribed by us will be submitted by the contractor at the time of awarding the contract.

16. Any misuse of the premises, equipment or facilities extended to the contractor by the BHEL shall entail payment by the Contractor to the BHEL as may be decided by the BHEL. The BHEL or its authorized representative shall decide on his own description to recover such payments and his decision shall be final and binding. Such payments shall be recovered / deducted from the pending bill or security deposit.

17. On termination of contract, the contractor shall remove himself and his employees and their belongings from the guest house, and shall hand over to the company all furniture, fixture, machines, implements and such other articles and equipment as may be belonging to the BHEL in good order and condition.

18. Failure of the contractor to provide any other material and facilities (which are not to be provided by the BHEL) shall not absolve the contractor and he shall make alternative arrangements etc. on his own.

19. The tenderer may, if necessary, visit the guest house with prior appointment on any working day before submitting the bids / within the due date. Should tenderer require any further clarification, he may contact concerned officer i.e. Manager (HR.)

ANNEXURE- I
RATE LIST FOR CATERING IN BHEL TRANSIT FLATS

Sn	Description	Proposed Rate in Rs. Exclusive of GST
1	Tea (150 ml. Approx)	Rs. 10/-
2.	Coffee / Milk (150 ml. Approx)	Rs. 15/-
3.	Cold Drinks, Mineral Water	MRP
4.	Breakfast package <ol style="list-style-type: none"> Fruit Juice (200 ml, either fresh or tinned) or Tea or Coffee Eggs (all varieties including omelet) or Aloo-Kanda Poha or Upma or Aloo Parantha or Idli or equivalent Cereals with Milk + Sugar or Bread/Toast-butter with Jam / Marmalade and/or Honey 	Rs. 70/-
6	Lunch / Dinner <ol style="list-style-type: none"> Seasonal Vegetable – Dry– 125 gms. - 1 vati Seasonal Vegetable – Wet – 125 gms. – 1 vati Dal (good consistency) – 125 ml.- 1 vati Chapatti – 4 nos. Rice Kolam – 50 gms. Vegetable Salad (Cucumber, Tomato, Radish) Papad (Lijjat or equivalent) Curd – 100 gms.- 1 vati Note : <ol style="list-style-type: none"> Standard quality raw material and cooking oil/ghee to be used. Mahananda / Mother Dairy / Amul or equivalent to be used. Only 'Lipton / Brooke Bond / Tata Tea/ Girnar' tea leaves and 'Bru / Nescafe or equivalent to be used. Oil/tea leaf once used should not be reused. Food to be properly cooked in hygiene conditions. Rice and wheat to be of good quality. 	Rs. 130/-

Note:

- Contractor will provide all kind of packaged food items i.e. soft drink, cookies, chips, fruit juice, etc on MRP rates only.
- In addition to above, the contractor will be required to provide extra food facilities on additional payment basis to the residents of Transit Flats in respect of items not covered under the Basic Meal Plan.
- Above items will be directly billed by vendor to the guest. In case of VIP/Company's guest, the said will bill will be paid by BHEL to the vendor. For others, the payment is to be taken from the guest.

ANNEXURE-II

SCHEDULE OF RATES TO PROVIDE LAUNDRY SERVICES TO GUEST

Sl. No.	Items	Only Washing (Rs.)	Only Ironing (Rs.)	Washing & Ironing
1	Trousers	10	10	20
2	Shirts/T-Shirts	10	10	20
3	Towel	10	10	20
4	Handkerchief	5	5	10
5	Saree	30	30	60
6	Shorts	5	5	10
7	Jeans	10	10	20
8	Salwar - Kameez	15	15	30

1. Above items will be directly billed by vendor to the guest. In case of VIP/Company's guest, the said bill will be paid by BHEL to the vendor. For others, the payment is to be taken from the guest.

SECTION III

INSTRUCTIONS TO BIDDERS

1. Bidders are advised to go through the tender document fully before submitting their offers our company email ID finmsrodmmum@bhel.in in two part bid system i.e. Technical and price bid in separate email.
2. Bidder shall clearly mention Tender Reference No (RE/MUM/HRD/T-2004), bidder name and type of bid (Techno Commercial Bid or Price Bid) in subject of emails. For example a subject for techno commercial bid from M/s XYZ should be RE/MUM/HRD/T-2004- M/s XYZ- Techno Commercial Bid and a subject for price bid from M/s XYZ should be RE/MUM/HRD/T-2004- M/s XYZ- Price Bid.
3. Bidders are requested to **restrict attachment size in each mail to upto 10MB**. In case attachment size is more than 10 MB then techno commercial offers can be sent via part E-mails. Subject should be **M/s XYZ should be RE/MUM/HRD/T-2004- M/s XYZ- Techno Commercial Bid- Part1\4** (in case mail is divided in 04 parts).
4. BHEL is not responsible for late receipt of offers due to any reason like network issue, attachment size, and wrong Email address.
5. **Price Bid must be submitted in the prescribed format in section VII, price bid submitted in any other format will be rejected.**
6. **Price bid should be submitted in password protected Excel sheet/ PDF, in format prescribed in the tender (no deviation from format is allowed). All Technically qualified parties will be requested to share their respective password of price bid at the time of opening of Price bid (date and time of price bid opening will be intimated later via mail).**
7. Bidder will be solely responsible for submission of offers before due date and time. Offers submitted after due date and time will be treated as "Late offers" and will be rejected.
8. The offers shall be kept valid for a period of 1 month from the date of opening of the tender.
9. BHEL reserves the right to accept any tender or part of tender or to reject all tenders without assigning any reasons thereof
10. The offers shall include.

1) Techno Commercial Bid & EMD:

- I. The techno commercial bid is to be filled and submitted by 21.01.2021 (15 hrs) on email finmsrodmmum@bhel.in

Hard copies of techno commercial offers/price bids shall not be accepted for evaluation.
- II. Payment of **EMD of Rs. 32000/-** shall be done through RTGS/NEFT mode in following bank account before due date & Time of opening of tender. However bidders are advised to process payments one day prior to due date and time of opening of tender to avoid last minute rush.

Name BHARAT HEAVY ELECTRICALS LTD	ACCOUNT NO : 0008279012
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BANK : CITIBANK, FORT BRANCH	
IFSC CODE : CITI0100000	MICR CODE : 400037002

UTR details shall be furnished vide email before opening of tender. NO hard copy DD shall be accepted

2) Price Bid/Reverse Auction

The Price Bid is to be filled up and submitted. 21.01.2021 (15 hrs) on email finmsrodnum@bhel.in. BHEL reserve right to conduct RA through separate service provider. Price bid of only those bidders shall be opened who will qualify techno commercial bid. BHEL reserves the right to decide for negotiation with L1.

Fax offers/hard copy offer will be rejected.

11. Evaluation Criteria:

Offers of Parties meeting the Technical criteria will only be considered for further price bid opening /or Reverse Auction.

- (a) The offers will be evaluated on the basis of the total price basis (Price Bid).
- (b) The order will be finalized on one party only.
- (c) Party who has quoted lowest bids will be called for further action including ward of work.
- (d) BHEL Reserves right to Negotiate with L1 party.

SECTION-IV

SPECIAL CONDITIONS

1. The Special Conditions mentioned herein will supersede the General Terms and Conditions mentioned in SECTION – V.
2. Interested parties are requested to inspect the Transit Flat before submission of quotations on any working day i.e. Monday to Friday between 1000 hrs. to 1700 hrs. (with permission). No change in scope of work /Deviation shall be entertained after opening of bids.
3. **Price bids of those bidders who Technically qualify will only be opened.**
4. **Price Bid - (Part B):-**Price to be quoted per month charges (Excluding GST) only. Rate to include labour and material of reputed brand, duly approved by BHEL.
5. **Payment terms:** 100% payment on submission of monthly bills with the following documents for verifications and payments as per following:
 - (a) Proof of deposition of statutory dues/ contributions like EPF/ESI etc.(with a list of names of individuals/ personnel employed by the bidder and amounts deposited in their accounts)
 - (b) Proof of payment of wages and dues to his personnel for the work completed during the previous month.
 - (c) Police verification of each person deployed.
 - (d) Attendance sheet in format given by BHEL.

Payment will be made within 30 days of submission of bills subject to all deductions & adjustments by BHEL as elsewhere provided in these terms and conditions of contract. All applicable taxes shall be deducted at source at the time of payment to the contractor in accordance with the provisions of relevant Acts as applicable.

6. PERFORMANCE & PENALTY:

- a. Any complaint regarding non-maintenance of Transit Flats or non-providing of any material listed in Sr.No 10, shall attract a flat penalty of Rs. 100/-* on the contractor for each incidence.
 - b. 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. 500/-on the contractor for each incidence.
 - c. The complaint of unclean utensils in a day would lead to a fine of Rs. 100/-* on the contractor for each incidence.
 - d. If Any services as per scope of work if not provided within stipulated time, the same may be arranged by BHEL at risk and excess cost of contractor.
7. "The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected.
 8. Bidders must go through Guidelines for suspension of business dealings/Reverse Auction. Guidelines for suspension of business dealings/Reverse auction with suppliers/contractors are available on website www.BHEL.com on "supplier registration page".
 9. The bidder shall be responsible for enforcing all safety regulations as applicable
 10. In case of a fatal or disabling injury/accident to any person at working sites pertaining to this work, the victim and/or his/her dependents shall be compensated by the Bidder as per statutory requirements. However, if considered necessary, BHEL shall have the right to impose appropriate financial penalty on the Bidder & recover the same from payments due to the Bidder for suitably compensating the victim and/or his/her dependents. Before imposing any such penalty, appropriate enquiry shall be held by BHEL giving opportunity to the Bidder to present his case.
 11. In case of any damage to property due to lapse by the Bidder/employee of the Bidder, BHEL shall have the right to recover the cost of such damages from the payments due to the Bidder.
 12. The Contractor shall during the performance of the contract take out a Third Party insurance cover against bodily injury or death suffered by any third party/parties or damage to property occurring during the course of execution of this contract in accordance with appropriate statutory requirements.
 13. Bidder shall indemnify BHEL against claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
 14. The liability for any compensation on account of injury sustained by an employee of the Bidder will be exclusively that of the Bidder.
 15. The successful Bidder will be responsible for the quality of the job/ services and will immediately rectify the deficiency pointed out in the job performed.
 16. **Sub-contracting/Subletting is not allowed.**
 17. **BHEL** reserves the right to terminate the contract by giving one month notice in writing in case the services are not found satisfactory and forfeit the security deposit.
 18. **Offer Validity:** 30 days from date of Tender opening.

SECTION V:

General Terms & Conditions:

- 1.0 General Terms & Conditions:** The following terms shall have the meaning hereby assigned to them except where the context requires otherwise
- 1.1** "COMPANY" OR "BHEL" (or B.H.E. Ltd.) shall mean Bharat Heavy Electricals Limited, a Company registered under Indian Companies Act 1956, with its Registered Office at BHEL House, Siri Fort, New Delhi-110 049, India or its Authorised Officers or its Engineer or other Employees authorised to deal with this contract.
- 1.2** "BIDDER" shall mean the Party bidding for the Tender.
- 1.3** "CONTRACTOR" shall mean the individual, Partnership firms or Private / Public Limited Co. or any legal entity who enters into Contract with BHEL and shall include their executors, administrators, successors and assigns. "CONTRACTOR" shall also mean "CONTRACTOR", "CONTRACTOR" "CARRIER" "TRANSPORTER" or "MTO" where the context so requires.
- 1.4** "CONTRACT" or "CONTRACT DOCUMENT" shall mean and include the agreement, the Work order/LOI , the accepted appendices of rates, Schedules of Quantities (if any), General Terms and Conditions of Contract, Special Conditions of Contract, Instructions to Bidder, the drawings, the Technical Specifications and the Special Specifications (if any).
- 1.5** Any conditions or terms stipulated by the bidder in the tender documents or subsequent letters shall not form part of the Contract unless specifically accepted in writing by BHEL and incorporated in the Agreement.
- 1.6** "TENDER SPECIFICATIONS" shall mean the Scope of Work, Special Instructions / Conditions, Technical specifications/requirement , Appendices, Site Information and drawings pertaining to the work and any other relevant reference in the Tender Document for which the Bidder are required to submit their offer.
- 1.7** "APPROVED" "DIRECTED" or "INSTRUCTED" shall mean approved, directed or instructed by BHEL.
- 1.8** "SINGULAR AND PLURAL" etc. words carrying singular number shall also include plural and vice versa, where the context so requires. Words imparting masculine gender shall be taken to include the feminine gender and words imparting persons shall include any Company or Association or Body or Individuals, whether incorporated or not.
- 1.9** "VALIDITY OF THE CONTRACT" The contract will remain valid till the date specified in the contract after considering time extension(s), if any granted by the Company to the contractor. Where validity date is not specified, the contract will remain valid till all the activities specified therein are completed in all respects to the satisfaction of BHEL or where the Company has decided to modify (increase/reduce) the scope of work, on completion of such modified scope of work to the complete satisfaction of BHEL.
- 1.10** "COMPLETION OF THE CONTRACT" The contract will be treated as complete on full and final settlement by BHEL of all Bills / invoices raised under the contract by the Contractor with no claim on either side.

2.0 : SAFETY OF MEN, EQUIPMENT, MATERIAL & ENVIRONMENT

- 2.1** All safety rules, codes applied by BHEL/its customer at site shall be observed by the Contractor and his workmen without exception. The Contractor shall be responsible for the safety of the equipment/materials and work to be performed by him.
- 3.0 Commencement of Work:**
- 3.1** The Contractor shall commence the work on specific intimation from BHEL in writing or the time indicated in the LOI and shall proceed with the same with due expedition without delay. If the Contractor fails to commence the work as per the terms of Order/Contract, BHEL, at its sole discretion will have the right to

cancel the Order/Contract. His Earnest Money and/or Security Deposit will stand forfeited without prejudice to any and all of BHEL's other rights and remedies in this regard.

4.0 Statutory Levies:

- 4.1** The contractor will pay all statutory liabilities of the workers and employees engaged by him and ensure that they are paid minimum wages as notified by the State Government from time to time and all other statutory laws shall be complied by the contractor.

5.0 Workmen Compensation:

- 5.1** It is the sole responsibility of the contractor to insure his staff engaged in the BHEL Officers/Flats under Workmen Compensation Insurance Act against any unfortunate incidences/ accidents while on duty.

6.0 FORCE MAJEURE:

- 6.1** Acts of God, Act of any Government, war, blockades, Sabotage, riots, civil Commotion, insurrection, terrorist acts, acts of Public enemy, Flood, Storms, Washouts, Fire, Explosion, landslides, lightning, Cyclone, Earthquake, epidemics, quarantine restrictions, arrest and restraints of the government, necessity for compliance with any court order, law ordinance or regulations promulgated by any governmental authority having jurisdiction, either federal /state /civil or military, strikes or other industrial disturbances, lockouts and other similar causes / events over which the Contractor has no control.
- 6.2** If the Contractor suffers delay in the due execution of the contract, due to delays caused by force majeure conditions, as defined above, the agreed time of completion of the work covered by this contract may be extended by a reasonable period of time provided notice of the happening of any such cause / event is given by the contractor to BHEL within 14 days from the date of occurrence thereof.
- 6.3** The Contractor by the reason of such events shall neither be entitled to terminate this contract nor shall have any claim for damages against BHEL in respect of such nonperformance or delay in performance and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of BHEL as to whether the deliveries have been so resumed or not shall be final and conclusive.
- 6.4** Force Majeure conditions will apply on both sides.

7.0 SECURITY DEPOSIT:

- 7.1** Successful bidder shall submit 5% of the total contract value as security deposit within Five days of issue of LOI for the contract. EMD of the successful Bidder shall be converted and adjusted towards the required amount of Security Deposit
- 7.2** Security deposit may be made in any of the following ways:
- 7.2.1 Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.
 - 7.2.2 Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. Bidder to obtain the proforma for Bank Guarantee format from BHEL on issue of LOI.
 - 7.2.3 Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Bidder, a/c BHEL).
 - 7.2.4 Securities available from Indian Post offices such as National Savings Certificates, KisanVikasPatras etc. (held in the name of Bidder furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL). Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.

- 7.3 If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Bidder or recovered from payment/s due to the Bidder.
- 7.4 The security deposit shall not carry any interest.(Note: Acceptance of Security Deposit against Sl. No. 7.2.3 and 7.2.4 above will be subject to hypothecation or endorsement on the documents in favour 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). Securities / BG's shall be released after one **(1) month** of successful execution, completion of the contract and upon fulfillment of contractual obligations as per terms of the contract.

8.0 ARBITRATION :

- 8.1 Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the contract; or, in any manner touching upon the contract, then, either Party may, by a notice in writing to the other party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Unit/Region/ Division issuing the contract.
- 8.2 The arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.
- 8.3 Subject as aforesaid, the provisions of Arbitrations and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause. The seat of arbitration shall be in Mumbai.
- 8.4 The cost of arbitration shall be borne as per the award of the Arbitrator.
- 8.5 Subject to the arbitration in terms of Clause 16 above, the Courts at Delhi shall have exclusive jurisdiction over any matter arising out of or in connection with this contract.
- 8.6 Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the contractor shall proceed and continue without hindrance the performance of its obligations under this contract with due diligence and expedition in a professional manner except where the contract has been terminated by either Party in terms of this contract.
- 8.7 **In case of contract with Public Sector Enterprise (PSE) or a Government Department** : In the event of any dispute or difference relating to the interpretation and application of the provisions of the contract, such dispute or difference shall be referred by either party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the secretary of the Government of India in-charge of the department of Public Enterprises. The arbitration and conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the special secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the Parties hereto finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

9.0 Risk Purchase / Penalty:

- 9.1 BHEL reserves to itself the following rights in respect of this Contract without entitling the Contractor for any compensation.

- 9.2** The Company reserves the right to terminate the contract of any contractor at any time, without assigning any reasons thereof, by giving one month's notice of their intention to do so in writing to the contractor who shall not be entitled for any compensation by reason of such termination.
- 9.3** To recover any moneys due from the Contractor, from any moneys due to the Contractor under this or any other contract or from the Security Deposit.
- 9.4** If at any time during the currency of the contract, the contractor fails to render all or any of the services required under the scope of work of the contract satisfactorily in the opinion of BHEL, whose decision shall be final and binding on the contractor, BHEL reserves the right to get the work done by other parties or departmentally at the cost and risk of the contractor and also forfeit the Security deposit.
- 9.5** To claim compensation for losses sustained including BHEL's supervision charges & overheads in case of termination of Contract.

10.0 Cancellation of Contract:

- 10.1** BHEL shall have the right to cancel the contract for unsatisfactory performance i.e. repeated failure for arranging trailers/vessels and delivery of the cargo within transit time. BHEL shall have the right to forfeit the security for poor performance of CONTRACTOR leading to cancellation of contract. If the CONTRACTOR fails or neglects or refuses to observe / perform any of the terms and conditions / obligation of or under the contract BHEL may without prejudice to any other rights terminate the contract by giving one month's notice in writing and recover from the Contractor any damage suffered by on account of the failure, negligence, refusal, violation or breach of contract or any part thereof including the amount by which the cost of completion of the work done by any other agency shall exceed the amount payable to the CONTRACTOR under the contract. BHEL reserves the right to either short close the contract or terminate the contract at its discretion without assigning any reason by giving one month's notice by registered post acknowledgement due or in person under delivery.

11.0 Observance of Local Laws:

- 11.1** The Contractor shall comply with all Laws, Statutory Rules, Regulations etc. The Contractor shall obtain all necessary permits/approval from the local Governing Body, Police and other concerned Authorities as may be required under law.
- 11.2** The Contractor shall pay all taxes, fees, license charges, deposits, duties, tolls, royalty, commissions or other charges that may be Leviable on account of any of the operations connected with the execution of this contract.
- 11.3** The Contractor shall be responsible for the proper behaviour and observance of all regulations by the staff employed.

12.0 Insurance:

- 12.1** The Contractor shall during the performance of the contract take a suitable insurance to cover against bodily injury, death or damage to property of the Contractor or his employees.
- 12.2** The Contractor shall during the performance of the contract take out a Third Party insurance cover against bodily injury or death suffered by any third party/parties or damage to property occurring during the course of execution of this contract in accordance with appropriate statutory requirements.
- 12.3** If due to Contractor's carelessness, negligence, non-observance of safety precautions, improper security arrangements or due to non-compliance of paper work needed for lodging insurance claim, damage to BHEL/its Customer's property, and if BHEL is unable to recover its claim from the Insurance Company, the deficit will be recovered from the Contractor.

13.0 Laws Governing the Contract:

- 13.1** The contract shall be governed by the Indian Laws for the time being in force and only courts in Mumbai, India shall have jurisdiction over this contract.

14.0 Indemnity:

- 14.1** The Contractor shall indemnify and keep indemnified BHEL all losses, claims etc. arising out of any of his acts or out of the acts of his Contractors or associates or servants during the currency of the contract.

15.0 Requirements of Performance:

- 15.1** All permissions/Clearances or any other relevant authorization from competent authority shall be obtained by the Contractor at his own cost. Any contingency arising in this respect shall be the responsibility of the Contractor. Also the Contractor shall be responsible for any mishap and consequences therefore including legal complications, if any.
- 15.2** The contract as entered into between BHEL and the Contractor shall in no way, nullify, reduce, mitigate or absolve the parties of any responsibility, obligation or liability that may devolve upon them under the acts or laws governing such activity.

16.0 Earnest Money Deposit: The offers from the bidders shall enclose a EMD as per Techno commercial Bid in any one of the following forms :

- 16.1** Electronic Fund Transfer credited in BHEL account (before tender opening) in Below bank account of BHEL
Name: BHARAT HEAVY ELECTRICALS LTDBANK: CITIBANK, FORT BRANCH ACCOUNT NO: 0008279012 IFSC CODE: CITI0100000 MICR CODE: 400037002

16.2 EMD of the Bidder will be forfeited if:

- 16.2.1** After opening the tender and within the offer validity period, the Bidder revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
- 16.2.2** The Bidder fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.
- 16.2.3** If the bidder declines to accept the LOI or is unable to accept the work which has been awarded on the basis of the offer received from the bidder or revokes the offer within the validity period of the offer, the earnest money shall stand forfeited.
- 16.2.4** EMD by the Bidder shall be withheld in case any action on the Bidder is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ Bidders" and forfeited/ released based on the action as determined under these guidelines.

- 16.3** EMD of successful bidder will be adjusted towards part of the security deposit.

- 16.4** EMD of all unsuccessful bidders shall be returned normally within fifteen days of placement of LOI/Work Order on successful bidder.

- 16.5** EMD shall not carry any interest.

- 16.6** In case total EMD amount is more than Rs.20 Lakh, the amount in excess of Rs.20 lakh maybe accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for atleast six months.

17.0 Invoices & Payment Terms:

- 17.1** The Contractor will be required to raise the Invoice for the services rendered. The Invoices will have to be raised according to the explicitly agreed rates and payment terms of the contract.

- 17.2** In consideration of such services mentioned above rendered by the contractor, BHEL will pay charges to the contractor 30 days of submission of clear bills. TDS/WCT as applicable will be deducted at source from the payment.

- 17.3** The payments shall be made through RTGS/NEFT. The contractor would be required to submit bank details for receiving the payments.

- 17.4** Even if the **prices offered are excluding GST**, the contractor will have to produce invoices showing the GST elements separately.
- 17.5** In case the, TDS is not to be made, the contractor will have to produce the exemption letter from the relevant authorities to this effect along with bill submitted for payment.
- 18.0 Discrepancy In Words & Figures: Quoted In Offer**
- 18.1** If, in the price structure quoted for the required goods/ services/ works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- 18.2** If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- 18.3** If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.
- 18.4** If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
- 19.0 Reverse Auction:**
- 19.1** BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.BHEL.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders have to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.
- 19.2** Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the *tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ Bidders (as available on www.BHEL.com)*.
- 19.3** The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. **The envelope Sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.**
- 19.4** If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ Bidders (as available on www.BHEL.com)."
- 20.0 Prevention of Corruption:**
- 20.1** Canvassing in any form or any attempt to influence directly or indirectly any official of the company will lead to rejection of the bid & forfeiture of the EMD.
- 20.2** The company shall be entitled to cancel the contract and to recover From the Contractor the amount of any loss resulting from such cancellation, if the Contractor has offered or given any person any gift or consideration of any kind as an inducement or reward for doing or intending to do any action in relation to the obtaining or the execution of the contract or any other contract with the company or for showing or indenting to show favour or disfavour to any person in relation to the contract with the company, if the like acts shall have been done by any persons employed by him or acting on his behalf whether with or without the knowledge of the Contractor in relation to this or any other contract with the company.

21.0 Laws Governing the Contract:

- 21.1** The Order/Contract shall be executed and governed by the laws of India and the courts of India alone shall have jurisdiction in respect of any matter arising under or in connection with the Order/Contract.

22.0 Jurisdiction of Court:

- 22.1** Courts at Mumbai shall have exclusive jurisdiction to decide the dispute, if any, arising out of or in respect of the contract(s) to which these conditions are applicable.

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

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

24.0 Commitment by Bidder/ Supplier/ Contractor:

- 24.1** The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.
- 24.2** The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.
- 24.3** The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.
- 24.4** If any bidder/ supplier/ contractor during pre-tendering /tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/supplier/ contractor as per extant guidelines of the company available on www.BHEL.com and/or under applicable legal provisions”.

25.0 Safety of men, Equipment, Material & Environment:

- 25.1** All safety rules, codes applied by BHEL/its customer at site shall be observed by the Contractor and his workmen without exception. The Contractor shall be responsible for the safety of the equipment/materials and work to be performed by him.

26.0 MSE suppliers

- 26.1 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 (2 years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of CA certificate 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 I incase of 2 part bid). Non submission of such documents will lead to

consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if any deficiency in the above required documents is not submitted before price bid opening. If the tender is to be submitted through e-mail, then the above required documents are to be sent on the email. Documents should be notarized or attested by Gazetted officer.

27.0 License/Permission/Registration:

27.1 Wherever any Licence/Permission from or Registration with Local or State or Central authorities is required under the above Acts/Law or any other Laws Governing the work contracted for, the contractor shall at his own cost arrange for such Licence/ Permission/ Registration. Contractor shall also be liable for producing for inspection such certificates and licenses as may be required by the Local/State/Central Authorities or BHEL as and when required. The contractor shall pay all levies, fees, taxes and charges etc. to appropriate authorities and other bodies as required by them under their rules for, vehicles / trailers, employees or workers engaged by him. These charges shall be borne by the contractor. However, if any new tax is levied, subsequent to the signing of the contract, reimbursement of the same may be considered by the Competent Authority on the basis of written proof regarding imposition of new tax. No claim or compensation for reimbursements, made against BHEL by Contractor shall be entertained by BHEL for any 1

28.0 Time Limit for Submission of Bills

- 28.1** The contractor shall make a claim for the services rendered under this contract to BHEL within **(3)Three months** of such service. If he does not prefer claim within the said period, he shall be deemed to have waived his right in the respect thereof and shall not be entitled to any payment on account thereof. Nevertheless, the accepting authority on written request can waive off this limitation and allow late submission of bills if the reasons for delay are found convincing and reasonable.
- 28.2** No claim in respect of under payment to the contractor shall be considered valid or entertained unless a claim in writing is made thereof within **(3) Three months** from the date on which payment of the original claim thereto was made. Any claim for such under payment, not received within the stipulated four months period, shall be liable to be summarily rejected by BHEL. Nevertheless, the accepting authority on written request can waive off this limitation and allow late submission of bills if the reasons for delay are found convincing and reasonable.
- 28.3** However, in case of any specific issue over which the contractor had not billed for any particular activity the same can be allowed for payment, subject to with the prior approval of the General Manager, notwithstanding what has been laid down in the Clause on Payment. The decision of the General Manager shall be final and binding on the contractor.
- 28.4** The contractor shall indemnify BHEL against any violation of safety laws, rules and regulations while carrying-out operations as required by the contract.
- 28.5** No unauthorized person should be allowed to work.

SECTION-VI:
TECHNO- COMMERCIAL BID

GENERAL INFORMATION OF THE BIDDER

Sn.	Description	Details
1	Name of the Party	
2	Address of the party	
3	Contact Person's Name	
4	Mobile NO. of Contact Person	
5	Land Line No.	
6	E-mail ID of the Party	
7	FAX No.	
8	PAN No.	
9	ESI Registration No.	
10	GST No.	
11	EPF Code No.	
12	Structure of the party	Proprietorship / Partnership / Private Limited/Public Ltd

TECHNO- COMMERCIAL BID		
Tender Ref: RE:MUM:HRD:T:2004		
OFFER FOR Tender for Upkeep & Maintenance of BHEL Transit Flats at Churchgate and Andheri, Mumbai.		
Sr No	Technical Criteria	Remarks/Documents to enclose
1	The average annual turnover for the last three years to be not less than Rs. 4.44 Lakhs /- (i.e. for FY 2019-20, 2018-19,2017-18)	Copy of CA Certificate for all three yrs 17-18; 18-19; 19-20 to be submitted. In case, turn over for 2019-20 is not finalised, provisional CA certificate for the same is to be submitted.
2	<p>Bidder must submit experience (proof) of having successfully completed similar work like "Catering & Housekeeping in hotel or Transit Flats or guest house " etc in least 7 years (ending last day of month previous to the one in which the tender is floated) as under :</p> <p>(copies of work order/ contract along with completion certificate to be enclosed)</p> <p>(a) Three contracts of value not less than Rs 5.92/- Lakhs each. or (b) Two contracts of value not less than Rs. 7.4/-Lakhs- each. or (c) One contract of value not less than Rs.11.84/- Lakhs- each.</p> <p>NOTES:</p> <p>(1) If work order does not specify the value of the contracts, the same should be certified from customers. In that case the documents required will be work order/contract copy, customer certification for contract value and satisfactory completion certificate from customer</p> <p>(2) The party who submits only work order or contract copy and does not submit satisfactory completion certificate from customer will not be considered.</p> <p>(3)The party who submits only satisfactory completion certificate from customer and does not submit relevant copy of work order/contract will not be considered</p>	Copies of contract / work order with satisfactory completion certificate from customer (with contact numbers/email of customer) must be attached (brief details to be given in annexure 3)

3	<p>EARNEST MONEY DEPOSIT Rs. 29,600/- :</p> <p>The Bidders, should submit EMD in Online mode (RTGS/NEFT) in the given A/C of 'BHARAT HEAVY ELECTRICALS LIMITED as part of the Technical Bid. EMD is interest free as per tender conditions. Offers without EMD shall not be considered. The EMD will be refunded to the unsuccessful bidders within a week of award of contract. A/C details :</p> <p>Name : BHARAT HEAVY ELECTRICALS LTD BANK : CITIBANK, FORT BRANCH ACCOUNT NO : 0008279012 IFSC CODE : CITI0100000 MICR CODE : 400037002</p> <p>UTR details shall be furnished vide email and intimated through E-mail before opening of tender. NO hard copy cheque/DD/PO shall be accepted</p>	<p>Details -</p> <p>UTR/Transaction No-</p> <p>Date-</p>
4	<p>The party must be having fully functional office setup in Mumbai. (Proof such as Shop & Establishment certificate/utility bills etc. for substantiating functional office set up in Mumbai to be submitted)</p>	<p>Documents to submitted along tender documents</p>
5	<p>Nature of Firm : (Details documents Required as stated below)</p> <p>Proprietorship: Reg. Certificate under Bombay shop & Establishment/ PWD/ MHADA/ SALES TAX/Electricity /MTNL/Reg. of Companies Partnership : Partnership Deed, Private & Public Ltd. Co: Certificate of Incorporation</p> <p>Bidder must submit firms nature documents and PAN copy & GST Registration copy(documentary proof to be attached).</p>	<p>Documents to submitted along tender documents.</p>
6	<p>Compliance Letter: The compliance letter duly signed and stamped on letter head is to be submitted on given email</p>	<p>Documents to submitted along tender documents</p>
7	<p>All Tender documents to be stamped and signed, including blank copy of price Bid</p>	<p>Documents to submitted along tender documents</p>
8	<p>During the period of the contract of any of your employees come in contract with contagious diseases like Covid19,TB, Measles, Chicken Pox etc., as defined by Medical Council of India, they shall be immediately substituted with another person. Any loss on this account will be to the cost of the contractor.</p>	<p>Accepted Unconditionally</p>
9	<p>Contractual & Legal Obligations:</p> <ol style="list-style-type: none"> 1. BHEL has privity of contract with employer only. 2. No relation with the employment of employees. 3. It is a contract and should not amount to <ul style="list-style-type: none"> - Joint Venture - Partnership <p>This is a contract for maintenance and upkeep of BHEL Transit flats only and will not amount to Employer – employee relationship</p>	

	<p>4. Will not deploy any casual employee or subcontract the job without written permission.</p> <p>5. The contractor's workers have to work as per the instruction of BHEL.</p>	
	Evaluation Criteria: As per NIT	Accepted Unconditionally
	Payment Terms: As per NIT	Accepted Unconditionally
	Duration of Contract: The contract will be for 01 year and extendable by 1 year at sole discretion of BHEL.	Accepted Unconditionally
	Bidder shall furnish proper returns to the concerned statutory authorities regarding wages /DA, contributions under EPF and MP Act, ESI, wages/labour codes etc.	Accepted Unconditionally
	Bidder shall be solely responsible for non-payment /delayed payment of wages /DA; contributions under EPF and MP Act, ESI act wages/labour codes etc.	Accepted Unconditionally
	In case the Bidder fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the security deposits/ other dues// running bills under the contract can be utilized by BHEL to discharge the liability of the Bidder.	Accepted Unconditionally
	Bidder shall indemnify BHEL against claims and losses under various Labor Laws, statutes or any civil or criminal law in connection with employees deployed by him.	Accepted Unconditionally
	The liability for any compensation on account of injury sustained by an employee of the Bidder will be exclusively that of the Bidder.	Accepted Unconditionally
	Bidder will be responsible for the good conduct of his employees. In case of any misconduct/ misbehaviour by any employee, the Bidder will replace such employees(s) immediately. Opinion of BHEL will be final and binding on Bidder with respect to the conduct of his employee	Accepted Unconditionally
	Bidder 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 on account of any act of omission and commission by the employees deployed by the Bidder	Accepted Unconditionally
	Bidder will have independent code numbers/ exemptions under EPF & MP Act, 1952 and ESI Act, 1948 and shall cover his employees under the said codes	Accepted Unconditionally
	Payment of bonus under the payment of Bonus Act (wherever applicable), Payment of Gratuity under the Gratuity Act and retrenchment compensation under Act will be sole responsibility of the Bidder.	Accepted Unconditionally
	Bidder shall observe Provisions of the local administration in respect of working hours, holidays, rest intervals, leave to his employees. No overtime or No work shall be done on Sunday or on other declared holidays without permission.	Accepted Unconditionally
	Bidder should have obtained a Labour license from appropriate Government under Contract Labour (Regulation and Abolition) Act 1970, ESI Act and other relevant legislations	Accepted Unconditionally

	During the currency of the contract if any new act/ rule/ guidelines are issued by Government authorities then same has to be followed	Accepted Unconditionally
	WORKING TIME & NATURE OF SERVICES: The Bidder shall perform services mentioned in the Scope of Services on day to day basis on all days in a week. However bidders shall follow all rules and regulations as per labour law prevailing in India and Maharashtra and deploy manpower as per rules and regulations amended and updated time to time.	Accepted Unconditionally
	CHARACTER VERIFICATION/POLICE NOC AND ANTECEDENCE: Bidders will properly verify the character of manpower deployed and submit the police NOC before deploying manpower. In case the Bidders desire to change the manpower deployed by him, due to any reason, the new incumbent should be deployed with the further police NOC and verification.	Accepted Unconditionally
	Bidder should provide the <u>manpower of minimum matriculation passed.</u> The attendants provided should be able to read and write so that they can take bookings from BHEL officials.	Accepted Unconditionally
	PERIOD OF CONTRACT The period of contract arrangement shall be for One year from the date of contract commencement. Company has the sole option to extend the contract by 12 months after the expiry of One year contract period.	Accepted Unconditionally

Annexure 3

Details of work order/contract shall be given in support of the above as per below format

Sl No	Full Postal Address of Customer and Officer in charge with phone number	Brief description of Work & Quantities	Work Order No. and date	Value of Contract in Rupees in Lakhs	Time Schedule in months	Actual date of completion
1						

SECTION-VII

PRICE BID (RE:MUM:HRD:T:2004 Date : 13.01.2021)

Sl.No.	Particulars *	Amount per month (Excluding GST) (in Rs.)
1	All inclusive (<i>except GST</i>) lump sum monthly charges for Housekeeping, Caretaking & Catering services, as described through the length of the subject tender document including provision of materials and manpower	In Number: quoted In Words: quoted

GST will be paid extra as per actuals.

Figures in number and words should match.

Don't reveal price in technical bid. **It is to be given in price bid only.** BHEL reserve right to disqualify the bidder if he/she reveal price in technical bid.

Price bid is to be quoted in separately.

Sign and Seal of the Bidder

Name, address, contact details of Agency

SECTION VIII

(Letter of compliance in Company's Letter Head)

Ref No:

Date:

To,

M/s Bharat Heavy Electricals Limited,
15th Floor, World Trade Centre-1,
Cuffe Parade, Colaba, Mumbai –400 005

Sub: Your Tender no RE:MUM:HRD:T:2004 Date : 13.01.2021

Dear Sir,

With reference to your above tender, we have carefully read and understood the tender terms & conditions and hereby confirm that all the terms and conditions of your above tender are acceptable to us and our offer is based on the same.

In view of the above confirmation, any deviation mentioned by us anywhere in the tender is not valid and is to be ignored by BHEL while finalising the Tender. Further, it is also confirmed that we have submitted the price bid in your price bid format only without any deviations / conditions.

In case, any deviation is observed in the financial bid the same is not be entertained / considered by BHEL.

I/We, _____ hereby declare and confirm that we have visited the Transit flats as referred in BHEL Tender Specifications and acquired full knowledge and information about the Site conditions including Wage structure, Industrial Climate, the Law & Order and other conditions prevalent at and around the Site. We further confirm that the above information is true and correct and we shall not raise any claim of any nature due to lack of knowledge of Site conditions.

I/We, hereby offer to carry out work as detailed in above mentioned Tender Specification, in accordance with Terms & Conditions thereof.

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.

Thanking you,

Yours faithfully,

Name/Signature of the signatory.

Stamp.

SECTION IX

CERTIFICATE BY CHARTERED ACCOUNTANT ON LETTER HEAD (Applicable for MSME)

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

Further verified from the Books of Accounts that the investment of the company as on
date _____ as per MSME 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 ((i.e. original cost excluding land and building and
furniture, fitting and other items not directly related to the service rendered or as may be notified under the
MSMED Act, 2006:

Rs. _____ Lacs.

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

Date: (Signature) Name:

Membership number-

Seal of Chartered Accountant

SECTION XII

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: **RE:MUM:HRD:T:2004** Date : **13.01.2021**

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

Tick (v) 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.**

SECTION XIII

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. Nine 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.

Signature of the Authorised Signatory

SECTION-VII

PRICE BID (RE:MUM:HRD:T:2004 Date : 13.01.2021)

Sl.No.	Particulars *	Amount per month (Excluding GST) (in Rs.)
1	All inclusive (except GST) lump sum monthly charges for Housekeeping, Caretaking & Catering services, as described through the length of the subject tender document including provision of materials and manpower	In Number: In Words:

GST will be paid extra as per actuals.

Figures in number and words should match.

Don't reveal price in technical bid. **It is to be given in price bid only.** BHEL reserve right to disqualify the bidder if he/she reveal price in technical bid.

Price bid is to be quoted in separately.

Sign and Seal of the Bidder

Name, address, contact details of Agency