



பாரதமிகுமின் நிறுவனம்

BHARAT HEAVY ELECTRICALS LIMITED

(A Government of India Undertaking)

BOILER AUXILIARIES PLANT

Indira Gandhi Industrial Complex

RANIPET – 632 406

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NOTICE INVITING TENDER FOR OUTSOURCING OF HOUSEKEEPING & CATERING SERVICES
BHEL/BAP RESIDENTIAL FLAT LOCATED AT NEW DELHI

Tender Notice No.	BHEL:BAP:HR:DTF:2016 dated 27/10/2016
Brief Scope of work	The Company is desirous of engaging an agency in housekeeping and catering services for maintaining its Residential Flat(taken on lease basis) on round the clock basis Located at E-297 (First Floor), Greater Kailash-II, New Delhi- 110065
Nature of Tender	Two Part. Part 'A' to contain Pre-qualification bid & Scope of work , terms and conditions etc., and Part 'B' to contain Price bid.
Period of Lease	Two Years
Last Date & Time for submission of Tender	18/11/2016 – Friday - 15:00 hrs
Date & Time and Venue of Tender Opening	18/11/2016 – Friday - 15:30 hrs HRM Conference Hall, BAP, BHEL, Ranipet
The document contains:	Part –A - From 1 to 20 pages and comprise the following + EFT format Scope, Pre Qualification criteria (PQR), Technical criteria, Terms and conditions, evaluation criteria, Annexures I , II III , and EFT format (duly filled in with banker's certification in original) Part –B - Price bid - Pages 21
Tender shall be addressed to	OFFICER /HR-GAX Bharat Heavy Electricals Limited Indira Gandhi Industrial Complex, Ranipet – 632406 Vellore Dist. Tamil Nadu Ph : 04172-284022/2421118
EMD	Rs.: 36,000/- (Rupees thirty six thousands only)
Security Deposit	Applicable and details furnished in point 4 of the NIT

TENDER FOR
OUTSOURCING OF HOUSE-KEEPING AND CATERING SERVICES OF
BHEL/BAP RESIDENTIAL FLAT LOCATED AT NEW DELHI

TENDER DOCUMENT

1.Scope of Work:

The Company is desirous of engaging an agency in housekeeping and catering services for maintaining its **Residential Flat(taken on lease basis) on round the clock basis located at E-297 (First Floor), Greater Kailash-II, New Delhi- 110065 for a period of two years.** Officials of BHEL and Company Guests are being accommodated in this residential flat on short term allotment basis at the discretion of BHEL management. The approximate carpet area of the Flat is 1200 sq.ft with three numbers of bed rooms(two beds in each room) with attached bath, one Drawing cum Dining Hall, Kitchen , Verandah. The Residential Flat should be managed on round-the-clock basis. The residential flat is fully furnished with cots with bed, sofa sets, ACs, TVs, Geysers, Room Heaters, Dining Table, Modular Kitchen etc.,. The detailed scope of work, facilities provided by BHEL, terms and conditions etc., pertaining to this tender are furnished in the NIT under relevant heads.

2. Pre-Qualification Criteria:

- 2.1 The agency should be a well established organization.
- 2.2 The agency shall have annual average turnover of Rs. 5.4 lakhs for the past three preceding financial years .
- 2.3 The agency should have experience in maintaining Guest Houses / Transit Flats, (Labour, Material & Service) and should have completed any one of the criteria of similar works listed below after 30/09/2009. Definition of similar work is Managing Guest Houses or Transit Flat which include labour, material and services.
 - 2.3.a. Should have completed three similar works each costing not less than the amount of Rs. 7.2 lakhs.
 - OR**
 - 2.3.b. Should have completed two similar works each costing not less than the amount of Rs. 9.00 lakhs
 - OR**
 - 2.3.c. Should have completed one similar work costing not less than the amount of Rs. 14.40 lakhs

Self attested copies of the agreements/work orders along with performance certificate from the respective clients in their letter head for having successfully completed the work(s) as mentioned above. The performance certificate shall have Name of Contact Person and Phone numbers.

- 2.4 Self attested copies of Income Tax Return copy / Assessment Order & copy of audited P&L Account and balance sheet duly certified by Chartered Accountant for the past three preceding financial years shall be submitted.
- 2.5 Copy of PAN card (Self attested).

All the documentary evidences as stated above shall be submitted along with the Part-A of tender documents, without which the tender is liable for rejection.

3.EARNEST MONEY DEPOSIT:**3.1 Earnest Money Deposit (EMD) for an amount of Rs. 36,000/- (Thirty six thousand only) must be submitted by the tenderer along with offer bid enclosed in Part-A (Techno commercial bid) .**

The EMD should be submitted in one of the following forms only;

- i. Cash deposit as permissible under the extant Income Tax Act
- ii. Electronic Fund Transfer credited in BHEL account
- iii. Banker's cheque/Pay order/Demand draft, in favour of BHEL, Ranipet.

3.2 The EMD amount shall be forfeited as per NIT conditions,if;

- i. After tender opening and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
- ii. The contractor fails to deposit the required Security deposit or commence the period as per LOI/Contract

3.3 Earnest Money Deposit will be returned normally to all un-successful tenderers within fifteen days of award of work only through e-mode.Necessary e-payment form is enclosed with this tender. This form shall be duly filled and submitted along with the offer (Original should be submitted).**3.4 EMD shall not carry any interest.****3.5 EMD of successful tenderer will be retained as part of Security Deposit.****4.SECURITY DEPOSIT:****4.1. Security Deposit shall be collected from the successful tenderer. The total amount of Security Deposit payable by the tenderer will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of security deposit.****4.2 The Security Deposit shall be remitted before start of the work by the contractor. Security Deposit may be furnished in any one of the following forms:**

- a) Cash (as permissible under the Income Tax Act)
- b) Local chqueques of scheduled banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.
- c) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- d) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (The FDR should be in the name of the Contractor,A/C BHEL).
- e) Securities available from Post Offices such as National Saving Certificates, Kisan Vikas Patras etc., (held in the name of the Contractor furnishing the security and duly endorsed/ hypothecated/pledged as applicable in favour of BHEL)
- f) Note: BHEL will not be liable or responsible in any manner for collection of interest or renewal of the documents or in any other matter connected therewith)
- g) Atleast 50% of the required Security Deposit, including EMD, should be paid before start of the work by the Contractor and the balance security deposit will be collected by deducting 10% of the gross amount progressively from each of the running bills of the contractor till the amount of the security deposit is collected.

- h) If the value of the work done at any time exceeds the contract value, the amount of Security Deposit will be correspondingly enhanced and additional Security Deposit shall be immediately deposited by the contractor or will be recovered from payments due to the contractor.
 - i) The Security Deposit shall not carry any interest.
 - j) The Security Deposit shall be released to the contractor upon fulfillment of contract obligations as per terms of the contract.
- 4.3 Failure to pay the security deposit shall be treated as failure to discharge the duties under the contract and shall result in cancellation of the offer of the contract and the tenderer shall be liable to compensate BHEL for any losses incurred by BHEL.
- 4.4 BHEL reserves the right to appropriate any part or the whole of the amount of the security deposit without prejudice to other claims against this contractor for losses suffered by BHEL due to failures on the part of the contractor or due to termination of contract or contractor becoming disqualified because of liquidation / insolvency or change of composition. The decision of BHEL in respect of such losses, damages, charges, expenses or costs, shall be final and binding on the contractor and the decision shall not be questionable.

5.SCOPE OF WORK AND SERVICES

5.1 FRONT OFFICE

- When the guest checks-in, the contractor/Contractors staff shall immediately;
- 5.1.1 Attend to him, receive him and allot the room specified by BHEL on his name. BHEL will reserve the rooms and intimate the contractor through reservation slips/over phone/email through its authorized staff. The contractor shall not allot room on his own, for any reason.
 - 5.1.2 Get the guest name entered in the Guest Register to be provided by BHEL.
 - 5.1.3 Walk the guest to his/her room carrying his baggage to his room, leave him in the room, look for his/her comforts, keep fresh water, etc.
 - 5.1.4 Offer him tea/coffee/meal etc., as required by him, suiting the time, round the clock.
 - 5.1.5 When the guest checks-out, separate bills for boarding and lodging are to be prepared and signed by the guest.
 - 5.1.6 In case of paying guests (guests on personal stay), the Contractor shall collect money from the guest as per guidelines issued by BHEL management from time to time. The amount collected against lodging and boarding bill can be retained by the contractor. However, copy(ies) of lodging bill under this category shall consolidated every month and should be submitted along with monthly claim bills. This amount will be deducted from monthly claim bills submitted.
 - 5.1.7 In case of Company's guests (applicable for non BHEL guests and will be intimated by BHEL), the Contractor shall raise bill for boarding part alone and get the same signed by the guest and keep it for reimbursement from BHEL along with other bills to be submitted by the Contractor.
 - 5.1.8 Carry the guest's baggage from the room to the vehicle.
 - 5.1.9 To ensure that the guest has not left behind in the room any of his belongings and if found any such belongings to immediately inform BHEL and arrange for sending the same to the guest.
 - 5.1.10 During stay, the guest's miscellaneous needs are to be attended to, like laundry needs, providing him with cigarettes etc. The charges for these services may be collected from the guest on actual basis, providing relevant bills.

5.2 CATERING: FOOD & BEVERAGE SERVICES

The Contractor shall provide the following services:

- 5.2.1 Preparation and service of breakfast, lunch and supper, tea and coffee etc. as per the menu given separately in the Annexure-1.
- 5.2.2 The menu may be altered for specific parties if desired by BHEL, within the overall scope of the menus. For any extra items, the contractor may charge additionally on the mutually approved rates decided at the time of ordering.
- 5.2.3 The Contractor shall take orders beforehand from the staying guests regarding their food requirements.
- 5.2.4 The Contractor shall be responsible for procurement of raw materials and ingredients. First quality raw materials and ingredients shall be used in the preparation of food and beverages. Fresh vegetables and milk, standard beverages shall be used. The quality of the materials should be satisfactory to the inspecting officials of the Company.
- 5.2.5 The Contractor shall store sufficient quantity of high quality ingredients in the available place in the Transit Flat to ensure preparation of food items in time. The Contractor at his own risk shall make the procurement and storage.
- 5.2.6 The timings for services shall be as informed by the Company.
- 5.2.7 Every food preparation shall be used for the specific service and the left over shall not be carried to next meal service.
- 5.2.8 The Contractor shall be responsible for service of food and beverages in the Dining room. Room service shall be provided on special request from the staying guests.
- 5.2.9 The Contractor shall provide efficient and prompt service to all guests.
- 5.2.10 The food preparation is to be done in a strict hygienic environment and matching process without any compromise. The staffs are also expected to be reporting for duty with good health and hygiene.
- 5.2.11 The Contractor shall perform the Service to the satisfaction of the Company Representative, if any shortcoming is found then on instruction from Company Representative the Contractor shall rectify the shortcoming immediately.
- 5.2.12 The Contractor shall ensure that the staff are well versed in all types of Vegetarian food preparation especially south Indian food.
- 5.2.13 The Contractor shall attend to any or all catering requirements whether covered contractually or otherwise, at a predetermined price laid out in the contract or mutually agreed upon thereafter.
- 5.2.14 The Contractor may use the kitchen equipment, crockery and cutlery etc. available with BHEL. The Contractor is free to use any of the available facility in the Residential Flat. For any additional requirement, the Contractor may bring his own equipments.
- 5.2.15 Routine cleaning and proper handling of kitchen equipment, required for food preparation, will be the Contractor's responsibility.
- 5.2.16 **LPG cost for cooking shall be borne by the Contractor. The Contractor shall coordinate on ordering of refills in time.**
- 5.2.17 **Raw-material standards:**
The caterer shall ensure that high quality ingredients and vegetables are always procured for preparation of eatables. As far as possible agmark or any other standard products should be used. The company's authorized official has the right to reject any ingredient that may be found

to be substandard. All raw materials used should be free from adulteration or any foreign material.

5.3 HOUSEKEEPING SERVICES:

- 5.3.1 The Contractor would procure all the Housekeeping materials. This includes sample soap, shampoo sachet, tooth brush, toothpaste, comb and coconut oil sachet to be kept in the rooms for the use of staying guests.
- 5.3.2 All the rooms shall be kept neat and tidy always to enable BHEL to allot the rooms at any time.
- 5.3.3 The Contractor shall make beds and clean all rooms daily. All rooms are to be cleaned with high quality disinfectants. Ceiling, ceiling fans, windows, glasses and furniture to be cleaned once in fifteen days. All the necessary housekeeping materials for the performance of services shall be to the Contractor's account.
- 5.3.4 Room fresheners and deodorants to be made available in all the facilities-rooms, toilets, Hall & Dining. All deficiencies shall be replenished immediately.
- 5.3.5 The Contractor shall maintain high standards of cleanliness and hygiene throughout the Guest House.
- 5.3.6 The Contractor's men shall take care of the TVs, ACs, Room heaters wall calendars, clocks etc. provided in the Guest House rooms and other places including taking care of changing batteries when required.
- 5.3.7 Rooms to be checked for bed, towel, soap, water, functioning of TV, refrigerators, ACs, geysers and bath room fittings, bulbs etc.

5.4 LAUNDRY SERVICES:

- 5.4.1 The Contractor shall provide all management, manpower and systems for efficient and timely laundry services for the guest house.
- 5.4.2 Bed linen, towels, furniture upholstery shall be periodically washed and kept in clean condition for use.
- 5.4.3 The laundering charges of the BHEL's cloths like bed linens, bath towels etc shall be borne by the contractor.
- 5.4.4 In the event of request from staying guests, the contractor shall arrange for washing and pressing of guests cloths from nearby laundry shops and return to them in time. The contractor shall collect the laundry charges from the guests by submitting bills.

5.5 GENERAL ADMINISTRATION

- 5.5.1 Visitors' Book provided by BHEL shall be kept safely. As soon as the guest enters the guest house necessary entries are to be obtained.
- 5.5.2 An attendance registers to be maintained for the attendance of the staff.
- 5.5.3 Daily boarding charts are to be maintained without overwriting for the provision of food to the guests.
- 5.5.4 A file to be maintained for preserving the room reservation slips.
- 5.5.5 Both room rent and boarding bills are to be maintained.
- 5.5.6 Stock book is to be maintained by the Contractor to ensure the safe custody of company's properties. This is subject to periodical verification by the concerned authorities of the Company. Hence, the Contractor shall assume full responsibility for maintaining all Company's

property including kitchen equipments in its care, custody and control. In case of any shortage, the Contractor is liable for replacement of the same at his cost.

- 5.5.7 The contractor shall maintain a suggestion book for daily comments on services provided by him. He shall also obtain guest comments to evaluate his service on a regular basis.
- 5.5.8 Statements of food provided, bills received and submitted, etc. are to be maintained by the Contractor.
- 5.5.9 The Contractor shall perform all the services mentioned in the scope of work in a through, efficient, professional manner with due diligence and care according to industry norms and standards, in conformity with applicable local laws and regulations and Company's own procedures and instructions. The Contractor shall perform the service to the satisfaction of the Company and if any shortcoming is found, then on instruction the Contractor shall rectify the shortcoming immediately.
- 5.5.10 To order for newspapers and magazines as advised by BHEL, coordinating with The newspaper agents and paying for the bills in the end of the month. This will be reimbursed by BHEL at actuals along with the Contractor's bill, but to be submitted with relevant suppliers' bills.
- 5.5.11 The contractor shall pay the Electricity , Water Bills , Cable TV Charges and Land Line Telephone Bills pertaining to the referred residential apartment within specified time on behalf of BHEL. These will be reimbursed by BHEL at actual on submission of relevant receipts along with the Contractor's bill.

5.5.12 Hygiene standards:

The contractor should ensure the personnel hygiene of the workers employed by him and ensure periodical medical check up as per the applicable statutory norms.

6. Facility provided by the BHEL:

- a. Modular Kitchen with equipment like gas stoves, Mixie, RO plant, refrigerators etc.
 - b. Kitchen vessels, table wares, crockery and cutlery. Linens for beds and towel
 - c. AC, Room Heaters, Electrical Fittings, Furnishing and Furniture in rooms, dining halls, lounges, etc.
 - d. One rest room for accommodating contractor staff on duty at the basement floor.
All the available capital equipments will be given as-is, where-is condition. If any specific requirement for such equipment is there from the Contractor's side, BHEL will decide on case-to-case basis. The crockery and cutlery are available and will be recouped once in a year against breakages in the normal use.
- 7. Any losses due to breakage / theft / damage or loss of any such materials / equipment / fixtures / furniture or damage due to poor and reckless handling shall be recovered from the caterer at full cost. In regard to natural wear and tear or any such item, the decision of the company shall be final and binding on the caterer.
 - 8. The contractor will have full responsibility of proper upkeep, maintenance and safe custody of the equipments, vessels, furniture, electrical fittings, appliances etc. handed over by the company.
 - 9. All the items supplied by the company at its expense for the purpose of running the residential flat will be company's property for all intents and purposes.

10. PERSONNEL

- 10.1 The Contractor shall maintain sufficient competent personnel on the job to ensure smooth operation of round the clock services as set forth in the Scope of Work and Services. This will include but not limited to:
- All labour necessary to prepare and serve all meals and maintain the referred residential apartment etc. in an immaculate state of cleanliness and hygiene.
 - The minimum number of staff to be provided by the contractor is three on all 365 days throughout the year. Deduction of manpower rates on pro rata basis will be effected in contractor's bill in the event of any shortage of manpower of three per day.
- 10.2 The Contractor shall be solely responsible for providing all requirements of its personnel Including;
- All statutory requirements with respect to wages, allowances, bonus, PF, ESI, Holiday wages, Gratuity etc. or any other Laws and Rules as may be applicable to the contract workmen from time to time should also be complied with by the contractor with out fail. The present **statutory wage ceiling** on which PF contribution required to be paid as per the gazette notification No.G.S.R.608(E) dated 22.08.2014 and Addl. Central P.F. Commissioner-I letter No. Co-ord/3(6)201/ Amended scheme dated:28/08/2014 is Rs. 15,000/- per month. The caterer shall produce registers and records and comply with other directions issued by the company for compliance of the statutory provisions.
 - Wages:** The minimum wage fixed by the Government of National Capital Territory of Delhi from time to time for employment in (i) Employment in Shops & Establishments and (ii) Employment in Clubs for Unskilled worker should be paid to the lowest cadre of the contract employee by the contractor. Apart from this an additional amount of Rs. 3,200/- per month should be added to the above minimum wage and paid to the contract worker. This additional amount of 3,200/- also will attract all statutory payments/deductions viz. PF, ESI, Gratuity, Sunday/Holiday Wages, Overtime pay. At any point of time the minimum wages paid to the contract worker should not be less than the referred prevailing minimum wage + 3,200/- . The present minimum wage fixed by Government of National Capital Territory of Delhi for the above category is Rs. 8606/- per month. Please check the minimum wage fixed by Government of National Capital Territory of Delhi for the above category before you quote the tender.
Example: The present lowest wage paid to the contract workmen by the contractor should not be less than Rs. 11,806/- (8606 + 3,200) per month.
After award of work and entering into agreement, In the event of Government of National Capital Territory of Delhi revises the minimum wage for the above category and exceeds the wages quoted by the contractor, the revised minimum wages + Rs. 3,200 should be paid to the contract worker by the contractor at his own cost and BHEL will never reimburse additional costs due to such revisions of minimum wages for the referred category of worker by the Government of National Capital Territory of Delhi. The bidders are advised to take care of these aspects while quoting the rates.
 - Collection and payment of all taxes on behalf of its employees and any other statutory requirements made by any Government authority having jurisdiction.
 - Prompt replacement of any personnel whose performance is unsatisfactory or whose presence regarded as detrimental to Company's interests.
 - All insurance and safety aspects pertaining to Contractor's employees.
 - The caterer shall employ such personnel who are medically fit. The company has the right to direct the caterer to remove from the premises such of his personnel who may be physically, hygienically, clinically or medically unfit.

- 10.3 The Contractor shall ensure that all his employees turn out in clean, appropriate uniforms and shoes, at all times on duty. The contractor shall provide the necessary uniforms.
- 10.4 The company has no responsibility whatsoever on the caterer's employees and the caterer will be solely responsible for managing his employees. In the event of any dispute between the caterer and his employees, the caterer alone will be responsible for settlement of any claim and consequences that may arise out of any such dispute, whether statutory or otherwise.
- 10.5 The contractor will be solely responsible for the operation/maintenance of the Residential Flat. The operation of the Residential Flat will be monitored by the designated officials of the Company. The contractor shall also ensure availability of a responsible person on round-the-clock basis for smooth maintenance of residential flat.
- 10.6 Expenses on account of payment of salary / wages / provisions of food stuffs / eatables for contractor's employees / Uniform / Personal Protective Equipments and other benefits including statutory payment to the contractor's employees shall be met by the caterers. The contractor shall have full control of his employees including the right to appoint, determine service conditions, discharge, dismiss or otherwise terminate their services at any time. The caterer shall be solely responsible for any claim arising out of employment or termination of employment of his employees and for statutory payments.
- 10.7 The contractor shall fully indemnified BHEL for any default or non observance by the contractor or any of his representatives of any of the statutory provisions, enactments and the rules framed there under. Even though the contractor shall be solely liable for settlement of any claim made by any persons due to the non observance by the contractor of any of the provisions otherwise of the enactments cited BHEL reserves its rights to settle directly any amount due by the contractor as mentioned above and to recover such amounts from any of the amounts payable by the BHEL to the caterer or in the absence of the same as debt due to BHEL by the contractor.
- 10.8 The contractor shall, whenever required by the company or Govt. officials authorized under the statutes, produce for inspection, all forms, registers and other records required to be maintained under various statutes.
- 10.9 The contractor shall produce documentary evidence in proof of effecting the said statutory payments. Non-observance of the provisions will be construed as default by the contractor and BHEL will make such payment and payment of his bill will be deferred.
- 10.10 The contractor shall comply with all operational rules and regulations including security rules framed by the company and made applicable to the whole or part of the referred premises, wherein the contractor or his employees happens to be operating / working. In the event of any of the contractor's employees violating the said rules and regulations or in any way becoming objectionable to the company, the contractor shall remove forthwith such employees from the referred premises.

11. PERIOD OF CONTRACT

- 11.1 The successful contractor shall commence from date of awarding the contract or as decided by BHEL and shall remain in force for a period of **TWO YEARS**.
- 11.2 Initially the contract will be awarded for a period of six months. Based on the satisfactory performance the contract will be extended for the remaining period of one year and six months on same terms and conditions.
- 11.3 Either party shall be at liberty to terminate the agreement by giving three clear calendar months notice in writing.

12. RISK CLAUSE

- 12.1 Notwithstanding anything contained in any other clause, BHEL reserves the right to terminate the contract due to any failure on the part of the contractor in discharging his obligations under the contract or in the event of his becoming insolvent or going into liquidation. The decision of the BHEL about the failure on the part of the contractor shall be final and binding on the contractor.
- 12.2 If there is any complaint due to either non supply of or poor quality of the food items or housekeeping or any other area, the contractor is liable for penalty action as desired by BHEL.
- 12.3 In the event of any failure on the part of the contractor, BHEL shall have the right without prejudice to any other right / remedies, to get the work done through any other agency and the contractor shall be liable to compensate BHEL for any losses in this account. The additional cost, loss if any incurred by BHEL will be recovered from the contractor.

13. EVALUATION OF PRE-QUALIFICATION CRITERIA:

Tenderers who found to meet all the Pre-qualification criteria mentioned in point (2) will be considered as qualified tenderers and only such tenderers will be intimated to attend the tender opening of Part 'B' – price bid at a date to be notified separately.

14. EVALUATION OF PRICE BID- PART 'B' AND FINALIZATION OF AWARD:

The rate arrived in the price bid in column 'C' of Sl.No. 10 (The Total Rate Quoted per Month) will only be considered for evaluation purpose. L1 ranking would be decided on the overall total value arrived at in Price Bid column 'C' of Sl.No. 10. The contract will be awarded to the L1 bidder only. On acceptance the L1 bidder should execute an agreement on prescribed format.

15. VALIDITY OF RATES:

The quoted rates quoted should be valid for 90 days initially from the date of opening of the technical bid. The rates as agreed upon mutually should be firm and valid for two years from the date of commencement of the contract. No increase in rates will be entertained during the pendency of contract agreement.

16. PAYMENT TERMS:

The contractor shall raise the bill on completion of the every month, which will be duly certified by the official in charge and the payment will be made within 45 days after submission of bills. Payment will be made through electronic fund transfer mode.

17. SERVICE TAX:

The bidder shall not include Service Tax in their quoted rates; but the bidder has to separately indicate the Service Tax rate, amount and workings thereof in the Price Bid schedule included in the bid documents.

If the Service Tax amount is not indicated separately in the price bid schedule included in the bid documents, it will be presumed that the quoted rate is inclusive of applicable service tax and bids will be evaluated accordingly

17.1 Supply of Labour Service:

In respect of Bidder being an Individual, Sole proprietorship firm, Partnership firm, Hindu undivided family, Association of persons whether registered or not, service tax will not be reimbursed by the Company as the Company will pay the applicable service tax directly to Govt. as receiver of service under reverse charge mechanism of service tax Rules which will be considered for evaluation. For Other Bidders full Service Tax quoted shall be considered for evaluation.

In such cases of successful Bidder being other than an Individual, Sole Proprietarship firm, Hindu Undivided Family, Partnership firm, Association of Persons whether registered or not, the Service Tax amount quoted in the Price Bid format will be considered for reimbursement against valid documentary evidence ie. Service Tax Registration Certificate, Original Invoice, Service Tax Payment Certificate and copy of Service Tax payment Challan.

17.2 Section –B: Pure Service not involving any material by Contractor (Applicable for SI.Nos. 2 & 4 of the Price Bid):

Bidders have to quote the applicable Service Tax payable in the Price bid format included in the bid document which shall be considered for evaluation. The same shall be considered for reimbursement against valid documentary evidence to successful bidders ie. Service Tax Registration Certificate, Original Invoice, Service Tax Payment Certificate and copy of Service Tax payment Challan.

17.3 Section –C : Supply of Food & Beverage Services Applicable for SI.No. 5 of the Price Bid):

Bidders have to quote the applicable Service Tax payable in the Price bid format included in the bid document which shall be considered for evaluation. The same shall be considered for reimbursement against valid documentary evidence to successful bidders ie. Service Tax Registration Certificate, Original Invoice, Service Tax Payment Certificate and copy of Service Tax payment Challan. Presently Service Tax is applicable on 40% of the Price/Rate.

Any statutory variation in Service Tax Rate during contract period shall be reimbursed by the Company based on claim by the Agency along with valid documentary evidence.

- 17.4** The bidders are required to furnish the rate of applicable Service Taxes for different category of Services quoted by them in the Price Bid- Part 'B' (Only the rate ie. The % shall be furnished) in column 'C' below.

Sl.No (A)	Category Of Services (B)	Rate (%) of Tax (C)
1	Service Tax for Manpower Charges (Sl.No. 1 of the Price Bid)	
2	Service Tax for Housekeeping Services (Sl.No. 2 of the Price Bid)	
3	Service Tax for Laundry Service charges per month (Sl.No. 4 of the Price Bid)	
4	Service Tax for Food and Beverage charges (Service of Food items as per the menu) per month (Sl.No. 5 of the Price Bid)	

18. Benefits to Micro, Small and Medium Enterprise:

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 of EM-II certificate along with attested copy of a CA certificate(as below) 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 last date of bid opening(Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. 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.

All MSE suppliers shall continue to be in PMD with MSE status based on EM II certificate or valid NSIC certificate.

Any new supplier will be eligible for registration with BHEL as MSE supplier provided at least any one of the following documents are submitted along with application for registration.

- Valid NSIC certificate or
- Entrepreneurs Memorandum part II(EM II) certificate (valid based on deemed validity of 5 years) or
- EM II certificate alongwith attested copy of CA certificate (as per prescribed format as below applicable for the relevant financial year(latest audited), where the deemed validity of EM II is over.

However credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers as per clause 9 ii) at the time of tender evaluation.

MSME suppliers who fulfill the above conditions are exempted from submission of EMD.

Certificate by Chartered Accountant on Letter Head

This is to certify that M/s,
Hereinafter referred to as 'Company') having its registered office at
..... is registered under MSMED Act 2006, (Entrepreneur memorandum
No(Part-II) dtd:
Category: (Micro/Small). (Copy enclosed)
Further verified from the Books of Accounts that the investment of the company as per the latest
audited financial year as per MSMED Act 2006 is as follows:

1. For Manufacturing Enterprises: Investment in plant and machinery(i.e. original cost
excluding land and building and the items specified by the Ministry of Small Scale
Industries vide its notification No.S.O. 1722(E) dated October 5, 2006:
Rs. Lacs
2. For Service Enterprises: Investment in equipment(original cost excluding land and
building and furniture, fittings and other items not directly related to the service rendered
or as may be notified under the MSMED Act, 2006.
Rs. Lacs

(Strike off whichever is not applicable)

The above investment of Rs.Lacs is within permissible limit of Rs.
Lacs 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/yy) which is within the period of 3 years from the date
of graduation of such enterprise from its original category as notified vide S.O.
No.3322(E) dated 01-11-2013 published in the gazette notification dated 04-11-2013 by
Ministry of MSME.

Date:

(Signature)

Name –

Membership Number

Seal of Chartered Accountant

Signature of the Tenderer with Seal
(Authorized Signatory)

19. ARBITRATION

Disputes, if any arising out of or in connection with this contract shall be resolved mutually, at the very first instant. In the event parties fail to amicably resolve the dispute within a period of 30 days of being communicated in writing by one party to the other, the same shall be referred to arbitration under the Indian Arbitration and conciliation Act, 1996 to be held at Ranipet. The unit head of BHEL/BAP, Ranipet or his nominee shall be sole arbitrator. The decision of the sole Arbitrator shall be final and binding on both the parties hereto.

20. Jurisdiction & Governing Laws:

In case of any suit or other legal proceedings arising under this contract, the courts at Ranipet, Vellore District, Tamilnadu alone shall have the exclusive jurisdiction. This contract will be governed in all respects by Indian Laws.

21. SUBLETTING

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

22. Discrepancy in “words “ & “ Figures “

- a) 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 BHEL there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- b) 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
- c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
- d) 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 BHEL, the bid is liable to be ignored.

23. COMPOSITION OF BIDS AND HOW TO QUOTE:

Tender documents consist of Part ‘A’ and Part ‘B’ as detailed below:

Part ‘A’ : Pre-qualification bid (technical bid) except price

All the tender documents from **page 1 to 20** duly filled up wherever indicated and signed on all pages with Official seal and duly filled in **EFT format** in original along with submission of an amount of **Rs. 36,000/- towards EMD**.

Part ‘B’ : Price bid. Page 21. Duly filled in signed with Official seal

- Part ‘A’ must be duly completed and sealed along with earnest money deposit (EMD) in a separate envelope super scribed **“BHEL/BAP/HR/DTF:2016 - Part ‘A’ : Pre-qualification Bid” for Residential Apartment at Delhi** . The tenderer shall expressly accept all the terms and conditions of the tender (**Annexure-II**). Alternatively, the tenderer should list deviations from the terms and conditions given in the tender documents (**Annexure –III**). The tender which does not comply with BHEL’s terms and conditions may be rejected as Non-Responsive.

- Part 'B' must be duly completed and sealed in a separate envelope super scribing **"Tender No. BHEL/BAP/HR/DTF:2016 - Part 'B' - Price bid" for Residential Apartment at Delhi.** The Price bid should not carry any conditions and commercial terms.
- Part 'B' - price bids will be opened only in respect of those tenderers who are qualified in the pre-qualification bid.
- **While quoting the rates, the tenderers are advised to take in to account all the requirements mentioned under sl. No. 10 (Personnel) for arriving at Fixed Manpower cost. The rates/prices quoted shall be inclusive of all taxes and duties except Service Tax which should be quoted separately. The tenderers are advised to ensure that they quote applicable Service Tax for each category of work/services viz. Manpower Charges, Housekeeping Charges, Laundry services and Food & Beverage Services separately in the columns provided in the Price Bid as well as in Para 17.4.**
- The tenderer should submit the tender documents intact without detaching any page or pages.
- Name of the tenderer should be written on the sealed envelope.
- Tender documents consisting of Part 'A' & 'B' are to be duly sealed in two separate inner covers. The two inner covers should be sent in a sealed outer cover super scribing as "Tender for Outsourcing of Residential Flat at Delhi" to the OFFICER/ HR-GAX, BHEL/BAP, Ranipet-632 406 so as to reach him **on or before 15.00 hrs on 18/11/2016 .**
- **Part 'A' of tender form will be opened at 15.30 hours the same day (18/11/2016)** in the presence of tenderers / representatives who chose to present for the tender opening. Tenderers will be evaluated further and tenderers who are found to meet the pre qualification criteria will be intimated to attend the tender opening of Part 'B' – price bid at a date to be notified separately. Part 'B' will be opened at the specified date in the presence of the tenderers / representatives who are notified and chose to attend the tender opening.
- The quotations may be sent either by register post or may be deposited in the tender box kept in the office of OFFICER-HR/GAX of BHEL, Ranipet- 632 406 on or before 18/11/2016 at 15.00 hrs.
- For further details if any required, you may please contact the OFFICER –HR/GAX Bharat Heavy Electricals Ltd., Ranipet-632 406 in person or through telephone **(04172-2421118 / 284362).**
- BHEL reserves the right to assess the capacity and capability of the parties for pre-qualification. The company also reserves the right to accept or reject any or all the tenders or any part thereof at any stage of process.. The company has no obligation to accept the lowest tender. BHEL's decision in this regard shall be final and binding.

‘PART-A’ --PREQUALIFICATION BID

Sl no	Details	Remarks (to be filled by the tenderer for all enquiries). Any partly filling may lead to rejection at the discretion of BHEL
1	Name & Address of the Tenderer along with Contact Land Line/Mobile Numbers.	
2	Whether Individual or Company or Partnership Firm or proprietorship?	
3	<u>Experience.</u> The self attested copies of the agreements/ work orders executed for similar works shall be enclosed along with Performance Certificate s for having successful completed the referred works.	
4	Clients list to be enclosed (The contact persons of tenderer’s clients address, phone, email shall be enclosed.)	
5	Provident Fund Code number of the tenderer along with copy of registration certificate (Self attested copy). If not submitted along with Pre-Qualification –Part ‘A’ bid, the bidder shall give undertaking to BHEL that the same will be submitted by him before the award of the work	
6	ESI Code number of the tenderer along with copy of registration certificate (Self Attested copy) If not submitted along with Pre-Qualification –Part ‘A’ bid, the bidder shall give undertaking to BHEL that the same will be submitted by him before the award of the work.	

‘PART-A’ --PREQUALIFICATION BID

7	Self attested Copies of Income-Tax Returns for the preceding three years have to be enclosed .	
8	Self attested Copies of audited P&L accounts and Balance sheet (signed by a Chartered Accountant) of the last three preceding years should be enclosed.	
9	DD No., Date, Name of the Bank and amount towards Earnest Money Deposit	
10	Service Tax Registration copy should be enclosed (Self Attested copy).	
11	VAT Registration copy should be enclosed (Self Attested copy).	
12	PAN number to be furnished and self attested copy of PAN card should be enclosed.	

DECLARATION

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

Further I/We hereby declare that details furnished above by me/us are true to the best of my knowledge and if found incorrect the tender will likely to be rejected at the discretion of BHEL.

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

Place:

Date:

ANNEXURE- I

MENU ITEMS

Items and measures for each menu is indicated below;

Sl. No	Menu Items	Service Timings	Measure per Portion
1	<u>Beverages:</u> Tea (or) Coffee (or) Milk	Any time depending up on the requirement of the staying guests	One Cup measuring 180 ml.
2	<u>Breakfast Vegetarian:</u> a. Idly/ Dosa / Pongal/ Rava Uppuma/ Kichadi/ Poori with Potato Masala (any two items of the above with Sambar and Chutney) b. Coffee/Tea/Milk	Morning and Evening	Unlimited measure per person
3	<u>Meals Vegetarian:</u> 1. Chapatti or Poori 2. Plain Rice 3. Vegetable Curry (or) Vegetable Kootu 4. Vegetable Fry (or) Vegetable Porial (Dry) 5. Sambar (or) Dhal (or) Vathal Kulambu etc. 6. Rasam with Appalam(Pappad) 7. Curd with Pickle 8. Banana (or) Seasonal Fruit	Lunch and Supper	Unlimited measure per person

ANNEXURE -II

Certificate of Acceptance
(To be attached with Part-A)

"Certified that I/we have read and understood all the terms and conditions of the Tender No. BHEL : BAP : HR : DTF / 2016 dated 28.10.2016 and that I/We

.....

..... do hereby unconditionally accept all the Terms and Conditions set out in the Tender Document including the penalty clauses therein.

Date:

Signature of the Contractor

Place:

ANNEXURE -III

FORMAT FOR SEEKING DEVIATION
(To be attached with Part-A)

CLAUSE NO.	DESCRIPTION / DETAILS OF DEVIATION	REMARKS/ REASONS

Note:

1. Any deviation specified elsewhere in the tender shall not be considered.
2. In case of no deviation, “NIL” is to be indicated in this format.
3. BHEL reserves the right to reject the offer without assigning any reason.

Date:

Signature of the Tenderer with Official Seal

‘PART-B’ –PRICE BID**Please Quote your rates both in figures and Words in the appropriate columns**

Sl.No (A)	Category of Service (B)	Rate Per Month Rs.P (C)
1	Manpower Service Charges per month for providing three manpower (Please refer Clause 10 of the NIT). Breakup for each manpower cost per month should be furnished in a separate sheet ;	
2	Housekeeping Services	
3	Supply of Guest Amenities per month	
4	Laundry Service charges per month	
5	Food and Beverage charges per month (Furnish the amount arrived in column (H) of Sl.No 4 of the below format).	
<u>TAXES & DUTIES:</u>		
6	Service Tax on Sl.No.1 Rate of Service Tax :%	
7	Service Tax on Sl.No.2 Rate of Service Tax :%	
8	Service Tax on Sl.No.4 Rate of Service Tax :%	
9	Service Tax on Sl.No.5 Rate of Service Tax :%	
10	Total Rate Per Month (Total of Column ‘C’)	

Breakup Quotation for Food & Beverage Charges inclusive of VAT**(Menu items as mentioned in Annexure-I)**

Sl.No (D)	Menu Category (E)	Rate per Unit Rs.P (F)	Estimated Number of units per month (G) #	Rate Per Month Rs.P (H) H= (F x G)
1	Tea/Coffee/Milk		60	
2	Breakfast Vegetarian		60	
3	Meals Vegetarian (Luch/Supper)		60	
4	Total Rate per Month (Total of Column ‘H’)			

the quantity indicated is only approximate and will vary depending upon the actual requirement. For Service Tax , please refer clause 17.