



# Bharat Heavy Electricals Limited

(A Govt. Of India Undertaking)

**Power Sector, Eastern Region**

BHEL Bhawan, Plot No. DJ-9/1, Sector- II,  
Salt Lake City, Kolkata, WEST BENGAL, INDIA

Phone: 033-23398220, 23211690, FAX: 033-23211960

## NOTICE INVITING TENDER (NIT)

OFFERS ARE INVITED FROM REPUTED & EXPERIENCED BIDDERS (MEETING PRE-QUALIFICATION CRITERIA AS MENTIONED) **THROUGH E-PROCUREMENT PORTAL <https://bhel.abcprocure.com> ONLY** for THE SUBJECT JOB BY THE UNDERSIGNED ON BEHALF OF BHARAT HEAVY ELECTRICALS LIMITED AS PER THE TENDER DOCUMENT. ISSUE OF TENDER TO ANY BIDDER SHALL NOT CONSTITUTE THAT THE BIDDER IS CONSIDERED TO BE QUALIFIED. FOLLOWING POINTS RELEVANT TO THE TENDER MAY PLEASE BE NOTED AND COMPLIED WITH.

### Salient Features of NIT

SL NO	ISSUE	DESCRIPTION	
i	E-TENDER NUMBER	<a href="#">PSER: PUR: HR: 121(IV): 111 (ENQ: 17: PP: 0015: PUR: 147)</a> <a href="#">Date 06/03/2020.</a>	
ii	Broad Scope of job	Running and Maintenance of 03 (Three) nos. BHEL Transit Flats No. 11/22, 11/23 and 11/24 at Golf Green Multistoried Apartment Association, ONGC Apartment, 18/2, Uday Sankar Sarani, Kolkata – 700095 for 02 years.	
iii	ISSUE OF TENDER DOCUMENTS	a) Online through e-procurement platform at <a href="https://bhel.abcprocure.com">https://bhel.abcprocure.com</a> b) <a href="http://www.bhel.com">website (www.bhel.com, CPP Portal)</a> : <b>For tender view purpose only</b> c) Start Date – 06/03/2020	1. Applicable 2. Applicable
iv	DUE DATE & TIME OF OFFER SUBMISSION	Date: 16-03-2020, Time: 15-00 Hrs. <b>(Offer to be submitted online only through e-procurement platform at <a href="https://bhel.abcprocure.com">https://bhel.abcprocure.com</a>)</b>	Applicable
v	TECHNO-COMMERCIAL BID OPENING OF TENDER	Date: 16-03-2020, Time: 16-00 Hrs. <b>(online only through e-procurement platform at <a href="https://bhel.abcprocure.com">https://bhel.abcprocure.com</a>, participating bidders may witness the same online only)</b>	Applicable
vi	EMD AMOUNT	Rs. 24,468.00 (Rupees Twenty Four Thousand Four Hundred & Sixty Eight Only) <i>[To be submitted in the form and manner as mentioned below]</i>	Applicable
vii	COST OF TENDER	--	Not Applicable
viii	LAST DATE FOR SEEKING CLARIFICATION	Date: 13-03-2020 (UP TO 11:00 Hrs.)	Applicable
ix	SCHEDULE OF Pre-Bid Discussion (PBD)	If any, shall be intimated through Tender Change Notice (TCN)	Not Applicable
x	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)	--	Not Applicable

xi	Latest updates	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage ( <a href="http://www.bhel.com">www.bhel.com</a> → Tender Notifications → View Corrigendums & CPP portal → Tender Notice & E-PROCUREMENT PORTAL <a href="https://bhel.abcprocure.com">https://bhel.abcprocure.com</a> ) and not in the newspapers. Bidders to keep themselves updated with all such information.	Shall be intimated to bidder
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1. The offer shall be submitted as per the instructions of tender document. Only One set of tender document **(in original, downloaded from website)** signed by authorised company representative of bidder and stamped on each page shall be submitted as detailed further, as given below. Bidders to note specifically that all pages of tender document, including these NIT pages etc. appearing in the website for this particular tender shall be submitted by them (after signing/stamping on each page) as a part of their offer. **Price shall not be mentioned by them anywhere in the techno-commercial portion of offer. Price shall be mentioned in the relevant price schedule only and to be submitted in e-procurement portal/platform in the form and manner mentioned in tender.**
2. Successful bidder shall have to submit additional set of tender/sign on tender document provided by BHEL, if so decided by BHEL.
3. Earnest Money Deposit (EMD) of **Rs.24,468.00 (Rupees Twenty Four Thousand Four Hundred & Sixty Eight Only)** in the form & manner prescribed in tender, shall be submitted by bidder as mentioned below, failing which the bidder's offer is liable for rejection.

**SCAN COPY OF DOCUMENTS IN SUPPORT OF SUBMISSION OF EMD TO BE UPLOADED ALONG WITH TECHNO-COMMERCIAL OFFER IN M/s E-PROCUREMENT TECHNOLOGIES LIMITED E-PROCUREMENT PORTAL/PLATFORM. IN CASE OF EMD SUBMISSION THROUGH BANKER'S CHEQUE/PAY ORDER/DEMAND DRAFT, SAME TO BE SUBMITTED IN SEALED ENVELOPE (SUPERSCRIBING TENDER REFERENCE) TO HEAD-PURCHASE or DY. ENGINEER/PURCHASE, BHEL BHAWAN, DJ-9/1, SECTOR-2, KARUNAMOYEE, SALT LAKE CITY, KOLKATA-700091, WEST BENGAL PRIOR TO LATEST DUE DATE OF SUBMISSION OF OFFER.**

The followings may be noted:

In case the bidder deposits separate EMD as mentioned above, there will be no change

- a) In existing clauses of this tender.
  - b) In case of bidders having one time EMD; one time EMD can not be used for SD purpose.
  - c) Security deposit shall be submitted as per provision of tender. Security deposit shall cover the entire Contract Period.
  - d) The EMD shall be enclosed with the Techno-Commercial Bid in the form and manner as mentioned above.
- 4. This is an e-tender floated online through our E-Procurement Site <https://bhel.abcprocure.com>. The bidder should respond by submitting their offer online only in our e-Procurement platform at <https://bhel.abcprocure.com>. Offers are invited in two-parts only. No Hard copy bid or bids through email/ fax shall be accepted. Bids are invited in two parts & shall be submitted as described below:**

OFFER DESCRIPTION	DOCUMENTS TO BE UPLOADED & MODALITY OF UPLOADING
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पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)  
POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091  
फैक्स/Fax : (033) 23211960 फ़ोन/Phone : बोर्ड/EPABX : 23398220

<b>TECHNICAL OFFER</b>	1. Scanned copy of Covering letter of offer (To be attached in <b>Attachment</b> section). 2. Scanned copy of Entire tender documents signed & stamped in each page by authorized representative of the bidder except price bid (To be attached in <b>Attachment</b> section). 3. Scanned copy of Techno-Commercial Offer (To be attached in <b>Attachment</b> section). 4. Duly filled all annexures except price & unpriced format (To be attached in <b>Attachment</b> section). 5. Copy of records notes of Pre-Bid Conference, if applicable/ pre-bid MOM. (To be attached in <b>Attachment</b> section). 6. Copy of Tender change notice (TCN), if applicable (To be attached in <b>Attachment</b> section). 7. All supporting documents/ Annexures etc. as applicable (To be attached in <b>Attachment</b> section). 8. No deviation certificate in bidder's letterhead as per format given in Tender (To be attached in <b>Attachment</b> section).
<b>PRE-QUALIFICATION PART</b>	9. Pre-qualifying documents with all credentials as per tender. (To be attached in PQ <b>Attachment</b> section).
<b>UNPRICED PRICE BID</b>	10. Price schedule –Unpriced but mentioning only <b>quoted / unquoted</b> against each item as per tender. (To be attached in <b>Unpriced bid Attachment</b> section)
<b>PRICE BID</b>	11. Duly filled in Price Schedule as per tender. (To be attached in price bid <b>Attachment</b> section) Any other document uploaded in the price bid, apart from tendered Price schedule, shall not be taken into cognizance for evaluation of offer.

**SPECIAL NOTE:**

- A) Offer & documents submitted with the offer shall be signed and stamped in each page by authorised representative of the bidder. No overwriting/correction in tender documents by bidders shall be allowed. However, if correction is unavoidable, the same may be signed by authorized signatory.
- B) All documents / Annexures submitted with the offer shall be properly annexed and placed in respective places of the offer as per enclosure list mentioned in the covering letter. BHEL shall not be responsible for any missing documents.
- 4.0 No deviation with respect to tender clauses and no additional clauses/suggestions/clarification in Techno-commercial bid/Price bid shall normally be considered by BHEL. Bidders are requested to positively comply with the same. Offers with deviation are liable for rejection.
- 5.0 BHEL reserves the right to accept or reject any or all offer without assigning any reasons thereof. BHEL also reserve the right to cancel the tender wholly or partly without assigning any reason thereof. BHEL also reserve the right to split/part award the job. Also, BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).
- 6.0 Since the job shall be executed at site, the bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including Law and Order situation, applicable Wage structure, Wage rules, present condition of machines etc. before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions. No additional claim shall be entertained by BHEL in future, on account of non-acquaintance of site/machine conditions at the time of bidding.
- 7.0 For any clarification on the tender document, you may seek the same in writing or through e-procurement portal/platform as per specified format within the last date of seeking clarification as per tender. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay, and receipt of any query after due date shall not be entertained.
- 8.0 BHEL may decide holding Pre-bid Discussion [PBD] with all intending bidders. On such communication from BHEL, the bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Outcome of PBD (if any) shall also form part of tender.
- 9.0 In case of absence of any queries from bidder(s), their quoted price will be PRESUMED to be final and complete with reference to the tender documents (including Tender change notes (TCNs), clarifications,

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- corrigendum issued by BHEL, if any). Bidders are requested to study the tender documents in detail and prepare their queries/clarifications accordingly. All such queries / clarifications shall be cleared/replied by BHEL. Such clarification letters, corrigendum and/or Tender change notes (TCNs), if issued by BHEL, shall form part of tender document.
- 10.0 In the event of any conflict between requirement of any clause of this specification/documents/drawings /data sheets etc. or requirements of different codes/standards specified/contradictions between any two clauses of tender document, the same to be brought to the knowledge of BHEL by bidders in writing for clarification before due date of seeking clarification, otherwise, more stringent requirement as may be interpreted by BHEL shall prevail and shall be binding on you. Any typing error/missing pages/ other clerical errors in the tender documents, noticed by you must be pointed out before submission of offer, or else, BHEL's interpretation shall prevail & binding on you.
- 11.0 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.
- 12.0 Tender document containing above mentioned volumes shall be signed & stamped in all pages including this covering letter. Price bid shall be furnished in the specified format enclosed with the tender. Any additional copy, if required, may be taken by photocopying from the tender document given in the web.
- 13.0 The Bidder has to satisfy the Pre-Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened, who will qualify for the subject job on the basis of pre-qualification evaluation & Techno-Commercial bids etc. BHEL reserves the right to reject the bidders with unsatisfactory past performance in the execution of a contract. BHEL's decision in this regard shall be final & binding.**
- 14.0 While BHEL reserve the right to open the price bid of the offers in camera, the date & time to open the PRICE BID, tender opening shall be intimated to the bidders in case BHEL decides it to be 'Public opening' and in such a case, one authorised representative of the bidder shall be allowed to attend.
- 15.0 Validity of the offer shall be for Six months from the due date of offer submission (including extension, if any) unless specified otherwise.**
- 16.0 Firm prices are to be quoted in whole rupees, in the place meant for price or on the price schedule enclosed as applicable for the full scope of work given in tender. The rates quoted must be in figures and words as well (Prices quoted must be workable too for the job involved). Prices quoted by the bidders should be inclusive of all taxes and duties leviable by any Statutory Authority for this job as on the date of the tender opening (excluding GST & BOCW Cess).**
- 17.0 Price Bids shall be evaluated in the manner as prescribed in Price Schedule. However, Unit Rates shall also be furnished if applicable in the Price Schedule.
- 18.0 Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection.
- 19.0 Bidders are required to submit their BEST price as per tender Price Schedule format in e-procurement portal/platform in the form & manner as mentioned in tender.
- 20.0 "BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on [www.bhel.com](http://www.bhel.com)) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders 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.**
- 21.0 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/ contractors (as available on [www.bhel.com](http://www.bhel.com)).**
- 22.0 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.**

***In case of enquiry through e-procurement portal/platform, the sealed electronic price bid (e-bid) is to be treated as sealed envelope bid.***

- 23.0** *If it is found that L1 bidder has quoted higher in online seal 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 in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on [www.bhel.com](http://www.bhel.com)).*
- 24.0** *Reverse Auction is the type of auction typically conducted to buy goods/items over Internet in which the lowest price bidder wins. In case, the bidders are willing to know the details about the methodology, they may please contact **SDGM/PURCHASE OR Dy. MANAGER /PURCHASE, BHEL, KOLKATA.***
- 25.0** *However, if Reverse Auction process is not adopted or Reverse Auction is unsuccessful as defined in the RA rules/procedures, or for whatsoever reason, then the 'PRICE BID' and price impacts (if any), already submitted in e-procurement portal/platform, submitted by the bidder shall be opened for deciding the successful bidder, as per BHEL's standard practice. BHEL's decision in this regard will be final and binding on bidder.*
- 26.0** *Bidders are requested to note that the accepted/agreed tender terms (technical, commercial or on Reverse Auction) in their original offer can not be altered / withdrawn by their own during the processing of tender.*
- 27.0** *The Bidder along with its associate/collaborators/sub-contractors/sub-vendors/consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL management about any fraud or suspected fraud as soon as it comes to their notice.*
- 28.0** *The offers of the bidders who are on the banned list as also the offer of the bidders, who engages the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site [www.bhel.com](http://www.bhel.com).*
- 29.0** *The bidder shall submit documents in support of possession of 'Qualifying Requirements' duly self certified and stamped/ digitally signed (as applicable) by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately.*
- 30.0** *The bidder may have to produce original document for verification if so decided by BHEL.*
- 31.0** *Suspension of Business dealings with Suppliers/ Contractors: BHEL reserves the right to take action against contractors who fail to perform or indulge in malpractices, by suspending business dealings with them as detailed in Annexure-A.*
- 32.0** *Indian suppliers, falling under the purview of Public procurement (preference to make in India) order 2017 by Govt. of India, vide order no. P-45021/2/2017-B.E.-II dated 15th June-2017, & all subsequent clarifications can avail the intended benefits, as per provisions of the order subject to minimum local content shall be 50%, margin of Purchase preference shall be 20% & modality of preference to Make in India shall be as per aforesaid order.*
- Any Indian Bidder intending to avail the benefits as shall submit the requisite documents as per the aforesaid order.*
- 33.0** *For this Procurement, Public Procurement (Preference to Make in India) Order 2017 dated 15.06.2017, 28.05.2018 and 29/05/2019 subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/PO/WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/or local content in respect of this procurement, same shall be applicable.*
- 34.0** *"MSE suppliers can avail the intended benefits in respect of the procurements related to the Goods and Services only (Definition of Goods and Services as enumerated by Govt. of India vide Office Memorandum F. No. 21(8)/2011-MA dtd. 09/11/2016 office of AS & DC, MSME) 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) /Udyog Aadhar Memorandum(UAM) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed at Annexure-B where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their 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*

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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."

Any Bidder falling under MSME category, shall furnish the following details & submit documentary evidence/Govt. Certificate etc. in support of the same along with their techno-commercial offer: -

Type under MSME	SC/ST owned	Others
Micro		
Small		
Medium		

**Note:** - If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSME category.

**35.0 Order of Precedence: In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:-**

- Amendments/Clarifications/Corrigenda/Errata/Tender change notice (TCN) etc. issued in respect of the tender documents by BHEL
- Notice Inviting Tender (NIT)
- Price Schedule
- Scope of Work, Technical Specifications & Special Conditions of the Contract: Annexure-BOCW.
- General Conditions of Contract (Service)

All the bidders are requested to note that all the errata / technical clarifications / corrigendum / extension etc. shall be published THROUGH E-PROCUREMENT PORTAL <https://bhel.abcpurchase.com> and in website, [www.bhel.com](http://www.bhel.com) & <http://eprocure.gov.in>. As such, all the bidders are requested to be in continuous touch with these websites.

for BHARAT HEAVY ELECTRICALS LTD.

**Dy. MANAGER (PURCHASE)**

Agency	Contact details
BHEL, PSER, Kolkata	Address: BHARAT HEAVY ELECTRICALS LIMITED, POWER SECTOR – EASTERN REGION 2ND FLOOR, BLOCK-DJ, PLOT- 9/1, SECTOR-II, SALT LAKE CITY, KOLKATA – 700 091
	Phone no. 033-23398222, 23398220, 23211690
	FAX no. 033-23211960
	E-mail ID <a href="mailto:rajabali@bhel.in">rajabali@bhel.in</a> ; <a href="mailto:abhijitd@bhel.in">abhijitd@bhel.in</a> ; <a href="mailto:avijitpan@bhel.in">avijitpan@bhel.in</a>
M/s E-PROCUREMENT TECHNOLOGIES LIMITED	<p><b>For E-PROCUREMENT ASSISTANCE &amp; TRAINING, M/s E-PROCUREMENT TECHNOLOGIES LIMITED HELPDESK PERSONS AS PER FOLLOWING: -</b></p> <ol style="list-style-type: none"> <li>Mr. Swapnil Hamilton, Support Executive, Ph: +91 7968136867, e-mail ID: <a href="mailto:swapnil.h@eptl.in">swapnil.h@eptl.in</a></li> <li>Mr. Hardik Oza, Support Executive, Ph: +91 7940270560, e-mail ID: <a href="mailto:hardik.oza@eptl.in">hardik.oza@eptl.in</a></li> <li>Mr. Ankur Bhatt, Support Executive, Ph: +91 7968136823/ 9265562819, e-mail ID: <a href="mailto:ankur.bhatt@eptl.in">ankur.bhatt@eptl.in</a></li> <li>Mr. Prashant Rajyaguru, Asst. Manager– Implementation &amp; Support, Ph: +91 7968136872, e-mail ID: <a href="mailto:prashant@eptl.in">prashant@eptl.in</a></li> </ol>

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फोन/Phone : बोर्ड/EPABX : 23398220

**GENERAL INFORMATION:**

VENDOR SHOULD FURNISH INFORMATION REGARDING PROJECTS IN HAND, DETAILS OF CURRENT LITIGATION AND ARBITRATION CASES, ORDERS REGARDING EXCLUSION/EXPULSION OR BLACK LISTING, IF ANY.

CORRIGENDUM/EXTENSION (IF ANY) OF THIS TENDER WILL BE PUBLISHED IN WEBSITES.

INTERESTED BIDDERS MEETING THE ABOVE QUALIFYING REQUIREMENTS MAY DOWNLOAD TENDER DOCUMENTS FROM AFORESAID WEBSITE(S).

i)	DOWNLOAD OF TENDER DOCUMENT STARTS	06/03/2020
ii)	TENDER DOWNLOAD CLOSING ON	16/03/2020 AT 15:00 HRS. IST
iii)	LAST DATE OF SEEKING CLARIFICATIONS	13/03/2020 UP TO 11:00 HRS. IST
iv)	PRE-BID DISCUSSION (IF REQUIRED) ON	N.A.
v)	LAST DATE OF SUBMISSION OF OFFER	16/03/2020 UP TO 15:00 HRS. IST
vi)	DATE OF TECHNO-COMMERCIAL BID OPENING	16/03/2020 AT 16:00 HRS. IST

BHEL RESERVE THE RIGHT TO ACCEPT/REJECT ANY OR ALL THE BIDS WITHOUT ASSIGNING ANY REASON THEREOF.

**NOTE: PRE-BID DISCUSSION, IF TAKE PLACE, SHALL FORM PART OF THE TENDER DOCUMENT. NO CLARIFICATIONS/QUIRIES FROM THE TENDERERS AFTER 13/03/2020 (UP TO 11:00 HRS. IST) OR AFTER PRE-BID DISCUSSION (IF TAKES PLACE) SHALL BE ENTERTAINED BY BHEL.**

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**ANNEXURE - I****PRE QUALIFICATION CRITERIA**

Job	Running and Maintenance of 03 (Three) nos. BHEL Transit Flats No. 11/22, 11/23 and 11/24 at Golf Green Multistoried Apartment Association, ONGC Apartment, 18/2, Uday Sankar Sarani, Kolkata – 700095 for 02 years.
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Sl. No.	CRITERIA
1.0 (a)	BIDDER SHOULD HAVE AVERAGE ANNUAL TURNOVER OF MINIMUM RS. 3.67 LAKH DURING THE LAST 03 (THREE) FINANCIAL YEARS, ENDING ON 31-03-2019 AND SHOULD HAVE POSITIVE NET WORTH AS ON LATEST AUDITED ACCOUNTS AS SUBMITTED FOR PARA 1 (C).
(b)	BIDDER MUST HAVE EARNED PROFIT IN ANY ONE OF THE LAST THREE FINANCIAL YEARS ENDING ON 31-03-2019. AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT OF THE COMPANY FOR LAST 03 (THREE) FINANCIAL YEARS, ENDING ON 31-03-2019, NEED TO BE SUBMITTED IN SUPPORT OF ABOVE.
(c)	IN CASE AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT HAS NOT BEEN SUBMITTED FOR ALL THREE YEARS INDICATED ABOVE THEN THE APPLICABLE FINANCIAL AUDITED STATEMENTS SUBMITTED BY THE BIDDERS AGAINST THE REQUISITE THREE YEARS WILL BE AVERAGED FOR THREE YEARS.
(d)	IF FINANCIAL STATEMENTS ARE NOT REQUIRED TO BE AUDITED STATUTORILY, THEN INSTEAD OF AUDITED FINANCIAL STATEMENTS, FINANCIAL STATEMENTS ARE REQUIRED TO BE CERTIFIED BY CHARTERED ACCOUNTANT.
2.0	THE BIDDER SHOULD HAVE EXPERIENCE OF SUCCESSFULLY COMPLETED SIMILAR WORKS (I.E. <b>RUNNING AND MAINTENANCE OF GUEST HOUSE/ TRANSIT FLATS/ HOUSEKEEPING/ CANTEEN SERVICE</b> ) AT LEADING PSU'S/STATE GOVERNMENTS/CENTRAL GOVERNMENTS/REPUTED COMPANIES IN THE LAST 07 YEARS ON LAST DATE OF BID SUBMIT IN LINE WITH THE ABOVE, VALUE OF WHICH SHALL BE EITHER OF THE FOLLOWING :-
2.1	AT LEAST ONE SIMILAR JOB OF VALUE NOT LESS THAN Rs. 9.79 LAKH EACH
2.2	AT LEAST TWO SIMILAR JOB OF VALUE NOT LESS THAN Rs. 6.12 LAKH EACH
2.3	AT LEAST THREE SIMILAR JOB OF VALUE NOT LESS THAN Rs. 4.89 LAKH EACH
3.0	BIDDER SHOULD HAVE VALID PAN
4.0	RELEVANT SUPPORTING DOCUMENTS FOR ALL ABOVE MUST BE SUBMITTED

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ANNEXURE - II

**FORMAT FOR NO DEVIATION CERTIFICATE**  
**(To be submitted in the bidder's letter head)**

To,  
Bharat Heavy Electricals Limited,  
POWER SECTOR – EASTERN REGION  
2nd FLOOR, Block-DJ, Plot- 9/1, SECTOR  
SALT LAKE CITY, KOLKATA – 700 091  
FAX – 033-2321-1960

**Sub: NO DEVIATION CERTIFICATE FOR TENDER FOR “RUNNING AND MAINTENANCE OF 03 (THREE) NOS. BHEL TRANSIT FLATS NO. 11/22, 11/23 AND 11/24 AT GOLF GREEN MULTISTORIED APARTMENT ASSOCIATION, ONGC APARTMENT, 18/2, UDAY SANKAR SARANI, KOLKATA – 700095 FOR 02 YEARS.”**

**E-Tender No.: PSER:PUR:HR:121(IV):111 (ENQ:17:PP:0015:PUR:147) Date 06/03/2020**

Dear Sir/Madam,

**With** reference to above, this is to confirm that as per tender conditions, we have visited site before submission of our offer and noted the job content & site conditions etc. We also confirm that we have not changed/modified the tender documents as appeared in the website/newspapers and in case of observance at any stage, it shall be treated as null and void.

**We** hereby confirm that we have not taken any deviation from tender clauses together with other references as enumerated in the above referred NIT *and confirm our acceptance to **reverse auctioning process*** and we hereby convey our unqualified acceptance to all terms and conditions as stipulated in the tender and NIT.

In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null & void.

We confirm to have submitted offer strictly in accordance with tender instructions.

Thanking you,

Yours faithfully,

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

**ANNEXURE - IV**

**General Terms & Conditions of Reverse Auction**

Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e. ONLINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit 'online sealed bid' in the Reverse Auction. Non-submission of 'online sealed bid' by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Process Compliance form (**Annexure-III of Business Rule Document of Reverse Auction – shall be shared to bidders along with intimation of RA schedule**) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, GST and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (**as per Annexure-IV of Business Rule Document of Reverse Auction**) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.
12. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the 'Business Rules of Reverse Auction', which will be communicated before the Reverse Auction.
13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
15. In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) will not be allowed to participate in further RA process provided minimum three bidders are left after removal of H1 bidder. In case of tie for H1 bid (identical online sealed bids), 15 minutes' additional time shall be provided and all the participating bidders shall be informed by mail/message on bidding screen to enable bidders submit revised online sealed bids so as to break the tie.
16. In case H1 bidder happen to be MSE and was removed from further bidding but is within L1 + 15% band, then this bid shall also be considered and to be processed in line with 'Public Procurement Policy for Micro & Small Enterprises (MSEs) order, 2012'.

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960

फोन/Phone : बोर्ड/EPABX : 23398220

**ANNEXURE - V**

<b>1.0</b>	<b><u>Suspension of Business dealings with Suppliers/ Contractors</u></b>
<b>1.1</b>	BHEL reserves the right to take action against Suppliers/ Contractors who fail to perform or indulge in malpractices, by suspending business dealings with them.
<b>1.2</b>	<p>Suspension of business dealings with Suppliers/ Contractors could be in the form of following: --</p> <p><b>a) Hold within the unit for specific item(s)/ material category(ies)/ type of work(s) for one year.</b></p> <p><b>b) Hold within the unit for all item(s)/ material category(ies)/ type of work(s) for two years</b></p> <p><b>c) Banning across BHEL for all items/ material category(ies)/ type of work(s) for three years.</b></p> <p>The Supplier may be either put on hold or banned, as detailed hereinafter on the basis of one or more of the category wise reasons as enumerated hereunder.</p>
<b>1.3</b>	<p><b>Hold within the unit for a specific item(s)/ material category(ies)/ type of work(s) shall be imposed in the following cases, if</b></p> <p>i) In the last three consecutive supplies of a specific material category, average quality rating, as provided in the supplier performance rating (SPR) as per SEARP, falls below 80% of the quality weightage. This is irrespective of supplies against PO(s) having single/ multiple delivery schedules.</p> <p>Note: Not applicable in cases for erection works of Power Sector Regions, where separate guidelines for evaluation of capacity of bidders is being followed.</p> <p>ii) Two consecutive delays, for reasons of delay attributed to the Supplier, in execution of the contracts where delay occurred is such that</p> <p>a) prescribed maximum LD time limits of the contracts is exceeded or</p> <p>b) delay period has equaled/ exceeded half the original delivery period specified in the contracts whichever among the above is earlier.</p> <p>iii)</p> <p>a) Overall SPR (Supplier Performance Rating) in that particular Unit in line with SEARP falls below 60% of the specific material category.</p> <p>b) Bids of contractors (in PS-MSX portal) shall not be considered (if average score of last six months falls 60% or below as per guidelines for evaluation of capacity of bidders formula).</p> <p>Note: – for (b), No specific period of hold shall be applicable.</p> <p>iv) Supplier works are under strike/ lockout for a period of more than three months.</p>

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1.3	<p><b>Hold within the unit for all item(s)/material category(ies)/ type of work(s) shall be put in the following cases, if</b></p> <ul style="list-style-type: none"> <li>i) Supplier tampers with tendering procedure affecting ordering process.</li> <li>ii) Supplier has misused BHEL documents/ drawings/ technical information or has breached the confidentiality agreement with BHEL.</li> <li>iii) after placement of order, Supplier fails to execute the contract.</li> <li>iv) within warranty period as per contract, Supplier continues to supply low/ less/ non-performing equipment/ services, repetitive failures, remains non-responsive.</li> <li>v) Wherever risk purchase clause (amounting to more than 5% of contract value) has been invoked.</li> </ul>
1.4	<b>Banning across BHEL shall be imposed in following cases, if</b>
1.4.1	<ul style="list-style-type: none"> <li>i) After price bid opening but before placement of order, Supplier withdraws his offer or varies it in any manner within the validity period.</li> <li>ii) Supplier is found to be responsible for submitting fake/ false/ forged documents, certificates, or information or misrepresentation/ wilful suppression of facts, or has resorted to unethical, illegal means.</li> <li>iii) In spite of warnings, the Supplier persistently violates or circumvents the provisions of labour laws/ regulations/ rules or other statutory requirements.</li> <li>iv) Supplier is found to be involved in cartel formation or in any other act so as to influence the bidding process or influence the price.</li> <li>v) The Supplier has indulged in malpractices or misconduct such as bribery, corruption and fraud, pilferage, coercion etc.</li> <li>vi) The Supplier is found guilty by any court of law for criminal activity/ offences involving moral turpitude in relation to business dealings.</li> <li>vii) Supplier is found to have obtained any internal information/ documentation of BHEL by unauthorized means.</li> <li>viii) The foreign Principals along with the representing Agent shall be banned together if information submitted by them about their precise relationship, commission/ remuneration etc. payable/ receivable and other particulars as asked by BHEL, as per the extant guidelines regarding dealing with Agents of Foreign Suppliers is found false/ incorrect, at any stage.</li> <li>ix) Supplier has substituted, damaged, failed to return, or unauthorizedly disposed off free issue materials/ tools etc. of BHEL.</li> </ul>
1.4.2	A Supplier can also be banned with the approval of Director (E, R&D) provided a direction to this effect has been received from the administrative ministry of the Government.

**Note:** Above shall be applicable along with **Guidelines for “Suspension of Business dealings with Suppliers/ Contractors”** available in BHEL website <http://www.bhel.com>.

**These shall form part of tender documents.**

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**ANNEXURE - VI**

**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/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from  
its original category as notified vide 5.0. No. 3322(E) dated 01.11.2013 published in the gazette  
notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name-

Membership number -

Seal of Chartered Accountant

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**ANNEXURE-VII**

**FORMAT FOR SEEKING CLARIFICATION**

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

To,

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

Dear Sir,

Sub: **Request for Clarification**

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

Sl no	Reference clause of Tender Document	Existing provision	Bidder's query	BHEL's clarification
1				
2				
3				

Yours faithfully,

(Signature, date & seal of Authorized Representative of the Bidder)

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**ANNEXURE - IX**

**DECLARATION FOR RELATION IN BHEL**

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

---

To,

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

Dear Sir,

Sub: **Declaration for relation in BHEL**

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

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

Tick (✓) any one as applicable:

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

OR

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

(i)

(ii)

Signature of the Authorized 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.

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**FORMAT FOR DETAILS OF BIDDER**

NAME OF BIDDER	
FAX NO.	
Registration Number*	
Name of Partners / Directors	
Bidder Type Indian/ Foreign*	
City*	
State*	
Country*	
Postal Code*	
PAN/TAN Number*	
Company's Establishment Year	
Company's Nature of Business*	
Company's Legal Status* {limited company/undertaking/joint venture/partnership/other}	
Company Category* {micro unit as per MSME/small unit as per MSME/medium unit as per MSME/Ancillary unit/project affected person of this company/ssi/ other}	
Enter Company's Contact Person Details Title(Mr. / Mrs. / Ms. / Dr. / Shri)*	
Contact Name*	
Date Of Birth*	
Correspondence Email* (Correspondence Email ID can be same as your Login ID. All the mail correspondence will be sent only to the Correspondence Email ID.)	
Designation	
Phone*	
Mobile*	

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## **GENERAL CONDITIONS OF CONTRACT (SERVICE)**



BHARAT HEAVY ELECTRICALS LIMITED  
(A Govt. of India Undertaking)  
POWER SECTOR – EASTERN REGION  
PLOT – DJ 9/1, SECTOR II, SALT LAKE  
KOLKATA – 700 091

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Volume-IGENERAL CONDITIONS OF CONTRACT (SERVICE)SECTION-IGENERAL INSTRUCTION TO TENDERER

CLAUSE NO	DESCRIPTION
1.1	<b>NOTICE</b>
1.1.1	Tenders complete in all respects shall be submitted in the form and manner specified in NIT within specified date and time.
1.1.2	Bharat Heavy Electricals Ltd., takes no responsibility for any delay, loss or non-submission of tender document and also reserve the right to reject any or all the tenders without assigning any reason thereof. Tenders not accompanied by prescribed earnest money are liable to be summarily rejected.
1.2	Tenders shall be opened by the authorized officers of BHEL in the form & manner prescribed in tender at the specified time and date. Bidders may witness the same.
1.2.1	The tenderers shall closely peruse all the clauses, specification and drawings indicated in the tender documents before quoting. Should the tenderer have any doubt about the meaning of any portion of the tender specifications or find discrepancies or omission in the drawing or the tender documents issued are incomplete or shall require clarification on any of the technical aspect, scope of work etc, shall at once contact the authority inviting the tender for clarification before submission of offer.
1.2.2	Before tendering, the tenderers are advised to inspect the site of work and the environments and be well acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour. No claim will be entertained later on the ground of lack of knowledge.
1.2.3	Tenderer must fill up all the schedules and annexure and furnish all the required information as per the instructions given in various sections of the tender specification. Each and every page of the tender specification, comprising of all annexures must be SIGNED AND SUBMITTED ALONG WITH THE OFFER by the tenderer in token acceptance thereof. The information furnished shall be complete by itself.
1.2.4	The tenderer shall quote the rates in English language and international numerals. The rates shall be entered in rupees. These rates shall be entered in figures as well as in words. In case of difference in rates between words and figures THE LESSER OF THE TWO will be treated as valid rate. For the purpose of the tender, the metric system of units shall be used.
1.3	<b>QUALIFICATION OF TENDERERS:</b>
1.3.1	Only tenderers who meet all the tender requirement are expected to quote for this work.

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1.4	<b>DATA AND DOCUMENTS TO BE ENCLOSED:</b>
1.4.1	Full information shall be given by the tenderer in respect of following. Non-submission of these information may lead to rejection of the offer.
1.4.2	Attested copies of partnership deed, power of attorney and tender specifications duly signed as mentioned in the tender documents.
1.4.3	<p>In case of a proprietorship firm, full name of proprietor, address, place and nature of business shall be furnished.</p> <p>In case of partnership firm, names of all the partners and their address, copy of partnership deed, instrument of partnership duly certified by the Notary Public shall be enclosed, power of attorney and tender specifications duly signed as mentioned in the tender documents.</p> <p>In case of company, date and place of registration including date of commencement certificate, in case of public companies (certified copies of Memorandum and Articles of Association are also to be furnished), nature of business carried on by the company and submissions of the memorandum relating thereof, names and particulars including addresses of all the directors and their previous experiences etc shall be furnished.</p>
1.4.4	Prescribed Earnest Money Deposit.
1.4.5	Previous experience
	A statement giving particulars duly supported by documentary evidence of the various services rendered for each similar work by the tenderer indicating the particulars and value of each work, the site location and the duration and date of completion and also list of site location and particulars and values of various works that are under progress.
1.4.6	Organization chart
1.4.6.1	The organization that is totally available and that will be employed by the tenderer for this work duly indicating the number of supervisors the number of skilled and unskilled persons etc.
1.4.6.2	A list of tools and tackles that the tenderer is having and those will be used on this job including deployment plan.
1.4.6.3	Audited Balance Sheet and Profit & Loss A/c of last three years.
1.4.7	Banker's Certificate
1.4.7.1	A latest certificate from Scheduled Bank to prove his financial capacity to undertake the work or solvency certificate from the concerned government authority.
1.4.8	Income Tax / Sales Tax Certificate
1.4.8.1	A valid certificate of Income Tax / Sales Tax verification from the appropriate authority in the forms prescribed duly indicating annual turnover. These certificates shall be valid for one year from the date of issue or for the period prescribed therein for all tenders submitted during the period.
1.4.8.2	A written declaration indicating that no deviation from the tender specification has been taken.
1.4.8.3	In addition to above, other particulars, required in various annexure shall be furnished.

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1.4.9	<b><u>EARNEST MONEY DEPOSIT (EMD):</u></b>
1.4.9.1	Every tender Must be accompanied by the prescribed amount of Earnest Money Deposit in any one of the following forms:
1.4.9.2	<b>Cash deposit as permissible under the extant Income Tax Act</b> (Before tender opening) - The amount should be remitted by the party to the Cashier of Bharat Heavy Electricals Limited, PS-ER, Kolkata between 14.00 hours and 16.00 hours on working days and cash receipt issued by him shall be enclosed along with the tender.
1.4.9.3	<b>Electronic Fund Transfer</b> credited in Bharat Heavy Electricals Limited, PS-ER' account (before tender opening). RTGS details of BHEL-PSER is available in tender.
1.4.9.4	<b>Banker's Cheque/Pay Order/Demand Draft</b> payable at Kolkata duly pledged in Favour of Bharat Heavy Electricals Limited, Kolkata (along with offer).
1.4.9.5	<b>Any other mode as per latest guidelines issued by Govt. of India.</b>
1.4.9.6	Tenders received without Earnest Money in full in the manner prescribed above are liable to be rejected. EMD shall not carry any interest.
1.4.9.7	The Earnest Money Deposit of the successful tenderer will be retained as part of Security Deposit.
1.4.9.8	EMD given by all unsuccessful tenderers shall be refunded within a reasonable time after acceptance of award of work by the successful tenderer.
1.4.9.9	BHEL reserves the right of forfeiture of Earnest Money Deposit submitted by the tenderer if: - <ul style="list-style-type: none"> <li>a) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.</li> <li>b) The Contractor fails to deposit the required Security Deposit or commence the work within the period as per LOI/Contract.</li> </ul> EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/contractors" and forfeited/released based on the action as determined under these guidelines".
1.5	<b><u>AUTHORIZATION AND ATTESTATION:</u></b>
	Tenders shall be signed by persons duly authorized / empowered to do so. Certificated copies of such authority and relevant documents shall be submitted along with the tenders.
1.6	<b><u>VALIDITY OF OFFER:</u></b>
	<b>The rates in the tender shall be kept valid for acceptance / for minimum period of six months from the latest due date of submission of offer.</b> If a tenderer withdraws or revokes his tender or revises the tendered rates and conditions for any items within the aforesaid period, his earnest money is liable to be forfeited. In case Bharat Heavy Electricals Limited calls for negotiations, such negotiations shall not amount to cancellation or withdrawal, of the original offer which shall be binding on the tenderers.

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1.7	<b><u>EXECUTION OF CONTRACT:</u></b> The successful tenderer's responsibility under this contract commences from the date of issue of letter of intent by Bharat Heavy Electricals Limited. The successful tenderer shall be required to execute agreement in the prescribed form with BHEL within a reasonable time after the acceptance of his tender and in any case before submitting the first bill for payment. The total expenses towards preparing agreement (no of copies to be specified by BHEL at the time of execution of agreement) shall be borne by the contractor.
1.7	<b><u>SECURITY DEPOSIT (SD):</u></b>
1.7.1	Security Deposit means the security provided by the contractor towards fulfilment of any obligations in terms of the provisions of the contract. Upon acceptance of tender, the successful tenderer within the time specified in the Letter of Intent must deposit the required amount towards Security Deposit before start of the work. The Security Deposit shall not carry any interest.
1.7.2	The total amount of <b>Security Deposit will be 5% (Five percent) of the contract value.</b> EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.
1.7.3	If the value of the work done at any time exceeds the accepted agreement value, the Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall immediately be deposited by the contractor or recovered from payments due to the contractor.
1.7.4	Regarding adjustment of Earnest Money Deposit towards part of Security Deposit, refer clause 1.7.2 above, the successful tenderer shall not commence any work under the contract before remitting the Security Deposit except as directed by BHEL.
1.7.5	Failure to deposit the Security within the stipulated time may lead to forfeiture of Earnest Money and cancellation of the award of work.
1.7.6	Security Deposit may be furnished in any one of the following forms: i) Cash (as permissible under the Income Tax Act) ii) Local cheques of scheduled banks (subject to realization)/Pay Order/Demand Draft/Electronic Fund Transfer credited in Bharat Heavy Electricals Limited, PS-ER' account. iii) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL. Bank Guarantee for S.D. must be posted by the Bank by registered post directly to us, and it should not be submitted by the bidder directly to us. iv) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the contractor, A/C BHEL). v) Securities available from Indian Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/hypothecated/ pledged, as applicable, in favour of BHEL). vi) Any other mode as per latest guidelines issued by Govt. of India. 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.

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1.7.7	<p>Collection of Security Deposit:</p> <p>At least 50% of the required Security Deposit, including EMD, should be collected before start of work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the contractor till the amount of the required Security Deposit is collected.</p> <p>If the value of the work done at any time exceeds the accepted agreement value, the Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall immediately be deposited by the contractor or recovered from payments due to the contractor.</p> <p>The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, subject to approval of BHEL.</p> <p>Security Deposit should cover up to the period of guarantee also.</p> <p>(Note: In case of Small value contracts not exceeding INR 20.0 Lakhs, work can be started before the required Security Deposit is collected. However, payment can be released only after collection/ recovery of initial 50% Security Deposit).</p>
1.7.8	BHEL reserves the right of forfeiture of Security Deposit in addition to other claim and penalties in the event of the contractor's failure to fulfil any of the contractual obligations including statutory or in the event of termination of contract as per terms and conditions of contract.
1.7.10	<b><u>RETURN OF SECURITY DEPOSIT:</u></b>
1.7.10.1	If the contractor duly performs and completes the contract in all respects to the entire satisfaction of BHEL, and presents an absolute "No Demand Certificate" in the prescribed form and return properties belonging to BHEL handed over, lent or hired by him for carrying out the said works the security deposit will be released to the contractor after deducting all costs or expenses or other contracts entered into with the contractor, only after the satisfactory completion of contract.
1.7.10.2	No interest shall be payable by BHEL on earnest money / security deposit or any money due to the contractor by BHEL.
1.7.10.3	In no case Security Deposit can be released before settling all claims under this contract.
1.7.11	<b>Performance Guarantee not applicable.</b>
1.8	<b><u>REJECTION OF TENDER AND OTHER CONDITIONS:</u></b>
1.8.1	The acceptance of tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights for the following without assigning any reasons whatsoever.
1.8.1.1	To reject any or all of the tender.
1.8.1.2	To split up the work amongst two or more tenderers.
1.8.1.3	To award the work in part.
1.8.1.4	Either of the contingencies stated in 1.8.1.2 and 1.8.1.3 to modify the time for completion suitably.
1.8.2	Conditions and un-witnesses tenderers, tenders containing absurd or unworkable

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	rates and amounts and tenders which are incomplete and otherwise considered defective and not in accordance with the tender conditions, specification etc., are liable to be rejected.
1.8.3	If a tenderer expires after his submission of the tenders or after the acceptance of his tender BHEL may at their discretion cancel such tender. If a partner of a firm expires after the submission of the tender or after the acceptance of the tender, BHEL may cancel such tender at their discretion unless the firm retains its character.
1.8.4	BHEL will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. They may however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.
1.8.5	If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract, if awarded, and forfeit Earnest Money / Security Deposit.
1.8.6	Canvassing in any form in connection with the tenders is strictly prohibited and the tenders submitted by the contractor who resort to canvassing are liable to rejection.
1.8.7	Should a tenderer of contractor or in the case of a firm or Company one or more its partners / shareholders / directors have a relation or relations employed in the capacity of an officer of BHEL, the authority inviting tender shall be informed of the fact along with the officer, failing this, BHEL may, at its sole discretion, reject the tender or cancel the contract and forfeit the Earnest Money / Security Deposit.
1.8.8	The successful tenderer should not subcontract the part or complete work detailed in this tender specification / undertaken by him without written permission of BHEL. The tenderer is solely responsible to BHEL for the work awarded to him.
1.8.9	No deviation from the tender specifications shall be acceptable to BHEL. Tenderers shall confirm their unqualified acceptance of the terms and conditions by giving an undertaking to this effect in a separate envelope along with the techno-commercial bid super scribed the word "undertaking for NO DEVIATION".
1.8.10	The Tender submitted by a techno commercially qualified tenderer shall become the property of BHEL who shall be under no obligation to return the same to the bidder. However unopened price bids and late tenders shall be returned to the bidders.
1.8.11	Unsolicited discount received after the due date and time of Bid Submission shall not be considered for evaluation. However, if the party who has submitted the unsolicited discount/rebate becomes the L-1 party, then the awarded price i.e contract value shall be worked out after considering the discount so offered.
1.8.12	BHEL shall not be liable for any expenses incurred by the bidder in the preparation of the tender irrespective of whether the tender is accepted or not.

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**SECTION-II****GENERAL TERMS AND CONDITIONS OF THE CONTRACT**

CLAUSE NO	DESCRIPTION
1.0	<b>DEFINITION:</b>
1.1	The following terms and expressions shall have the meaning hereby assigned to them except where the context otherwise requires.
1.2	BHEL shall mean Bharat Heavy Electricals Limited, a company registered under Indian Companies' Act, 1956 having its registered office at BHEL HOUSE, Siri Fort, New Delhi-110 049 and its Power Sector Eastern Region HQ at 9/1, DJ-Block, Sector-II, Salt lake, Kolkata-700091.
1.3	EXECUTIVE DIRECTOR / GENERAL MANAGER shall mean the Officer in administrative charge of BHEL, Power Sector Eastern Region at 9/1, DJ-Block, Sector-II, Salt Lake, Kolkata-700091.
1.4	"CONTRACTOR" shall mean the individual firm or Company who enters into this contract with BHEL and shall include their executors, administrators, successors and assigns.
1.5	"LETTER OF INTENT" shall mean the intimation letter to the Bidder that his offer has been accepted in accordance with the provisions contained in the said letter. The responsibility of the contractor commences from the date of issue of this letter and the terms and conditions of the contract are applicable from that date.
1.6	"MONTH" shall mean English Calendar month.
1.7	USE OF LAND: No premises belonging to BHEL either owned or hired shall be occupied by the contractor without the written permission of BHEL.
2.0	<b>COMMENCEMENT OF WORK:</b>
2.1	The contractor shall commence the work within the time indicated in the Letter of Intent from BHEL and shall proceed with the same with due expedition without any delay.
2.2	If the successful Bidder fails to start the work within the stipulated time, BHEL at its sole discretion will have the right to cancel the contract. His earnest money and/or security deposit with BHEL will stand forfeited without any further reference to him.
3.0	<b>RIGHTS OF BHEL:</b>
3.1	<b>BHEL reserves the following rights in respect of this contract without entitling the contractor for any compensation to terminate the contract any time by giving fifteen days' notice without assigning any reasons thereof.</b>
3.2	BHEL may recover any amount due from the contractor under this or any other contract. Besides, BHEL may also recover any other amount which BHEL is forced to pay due to failure on the part of the contractor to fulfill any of his obligations.
3.3	In the event of any dispute of any nature, the decision of BHEL shall be final and binding on the contractor.

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4.0	<b>RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF LOCAL LAWS EMPLOYMENT OF WORKERS ETC.:</b>
4.1	The contractor shall comply with all state and central laws statutory rules, regulations as may be applicable from time to time, as may be prevalent or enacted by the Government during the tenure of the contract and having force or jurisdiction at the place of work. The contractor shall give to the local Government body, Police and other relevant authorities all such notices as may be required by law. The contractor shall also furnish proof of above compliance to the authority concerned as and when demanded by the BHEL authority.
4.2	The contractor shall pay all taxes fees, license fee, charges for duties, royalty commissions or other charges which may be levied on account of operation and in executing the contract to the concerned authorities. In case BHEL is forced to pay any of such taxes, etc. BHEL shall have the right to recover the same from the contractor either from his bill or otherwise as deem fit.
4.3	The contractor shall be responsible for provision of health and sanitary arrangements particularly described in Contract Labour Regulation & Abolition Act) safety precautions etc., as may be required for safe and satisfactory execution of this contract.
4.4	The contractor shall be responsible for the proper behaviour at the place of work and observance of all regulations by the staff employed by him.
4.5	The contractor shall ensure that no damage is caused to any person, property of other parties working at the place of work. If any such damage is caused, it is the responsibility of the contractor to make good the losses or to compensate for the same.
4.6	In case the contractor is required to undertake any work outside the scope of this contract, the rates payable shall be those mutually agreed upon.
4.7	The contractor shall arrange and co-ordinate his work in such a manner as to cause no hindrance to other agencies working in the same premises.
4.8	All safety rules and codes applied by BHEL at the place of work shall be observed by he contractor without exception. The contractor shall be responsible for the safety of the equipment/materials and work to be performed by him and shall maintain all protection necessary for the purpose. The contractor shall also take precaution as may be indicated from time to time by BHEL with a view to prevent pilferage, accidents, fire hazard and due precaution shall be taken against fire hazards and atmospheric conditions.
4.9	The contractor shall arrange for such safety devices as are necessary for this type of work under this contract.
4.10	<b>The contractor shall be directly responsible for payment of wages to his workmen.</b>
5.0	<b>INSURANCE:</b>
5.1	It is the sole responsibility of the contractor to insure his workmen against injury, disability and death while at work and to pay compensation to his workmen, if so happens. The contractor should have ESI registration for coverage of his workmen under ESI Scheme.
5.2	If due to negligence and/or non-observance of the safety and other precaution any accident/injury takes place to any other person(s)/public, the contractor shall have to pay necessary compensation and other expenses, if so decided by the BHEL authorities.

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5.3	If due to contractor's carelessness, negligence or non-observance of safety precautions if there is any damage to BHEL's property and personnel should occur and if BHEL is unable to recover the cost in full from the Insurance Company, the balance will be recovered from the contractor. In the event of loss/theft of BHEL's property while in the custody of the contractor it will be the responsibility of the contractor to lodge F.I.R. with the local police authorities and furnish the details of F.I.R. to BHEL about loss/theft within 48 hours of the occurrence. This is for the purpose of lodging insurance claim. If BHEL is unable to recover the cost in full from the Insurance Company, the balance including deductible franchise wherever applicable will be recovered from the contractor.
6.0	<b>STRIKES &amp; LOCKOUTS:</b>
6.1	The contractor will be fully responsible for any dispute and other issues connected with his employee. In the event of the contractor's employee resorting to strike BHEL shall have the right to get the work executed through any other agencies and the cost so incurred by BHEL shall be deducted from the contractor's running bill/(s).
7.0	<b>FORCE MAJEURE:</b> The following shall amount to force majeure: --
7.1	Acts of God, acts of any Government, war, sabotage, riots, civil commotion, police action, revolution, flood, fire, cyclone, earthquake and epidemic and other similar cause over which the contractor has no control.
7.2	If the contractor suffers delay in the due execution of the contractual obligation due to delays caused for force majeure as defined above, the agreed time of completion of the job covered by this contract or the obligations of the contract shall be extended by a period of time equal to the period of delay provided that on the occurrence of any such contingency the contractor immediately reports to BHEL in writing the causes of delay and contractor shall not be eligible for any compensation.
8.0	<b>ARBITRATION &amp; CONCILIATION:</b>
8.1	In case amicable settlement is not reached in the event of any dispute or difference arising out of the execution of the Contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision by the Contractor in any manner touching upon the Contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the sole arbitration of the arbitrator appointed by BHEL/In charge(Region) The award of the Arbitrator shall be binding upon the parties to the dispute Subject as aforesaid, the provisions of Arbitration 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 proceedings under this clause. The venue of the arbitration shall be the place from which the contract is issued or such other place as the Arbitrator at his discretion may determine.
8.2	In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable: --

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8.2.1	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 to by either party to the arbitration of one of the arbitrators in the department of public enterprises. 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.
8.2.2	The cost of arbitration shall be borne equally by the parties.
8.2.3	Work under the contract shall be continued during the arbitration proceedings.
9.0	<b>LAW GOVERNING THE CONTRACT AND COURT JURISDICTION:</b>
9.1	The contract shall be governed by the laws for the time being in force in the Republic of India. The Civil Court, having ordinary original civil jurisdiction in Kolkata shall alone have exclusive jurisdiction in regard to all claims in respect of this contract.

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## **SCOPE OF WORK & SPECIAL TERMS AND CONDITIONS OF THE CONTRACT**



**BHARAT HEAVY ELECTRICALS LIMITED**  
(A Govt. of India Undertaking)  
**POWER SECTOR – EASTERN REGION**  
**PLOT – DJ 9/1, SECTOR II, SALT LAKE**  
**KOLKATA – 700 091**

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**Volume-II****SCOPE, SPECIAL TERMS AND CONDITIONS OF THE CONTRACT**

Following are the scope, special terms and conditions of the contract.

<b>1.0</b>	<b><u>SCOPE OF WORK:</u></b>
1.1	Day to day running and maintenance of hospitality service in three BHEL Transit Flats No. 11/22, 11/23 and 11/24 at Golf Green Multistoried Apartment Association, ONGC Apartment, 18/2, Uday Sankar Sarani, Kolkata – 700095.
1.2	Each flat has approximately 1200 sq. ft covered area consisting of two bed rooms, with one attached Toilet, one dining hall cum drawing room with balcony, one common toilet and one kitchen.
1.3	The scope of work includes running and maintenance of the Transit Flats, washing of linen items/curtains, supply of Toiletries and catering services.
1.4	The Bidder shall provide supervision of the said Transit flats and housekeeping of flats and its surroundings with provision of caretaking of Transit Flat including reception (front desk), facilitating accommodation and all services for comfortable stay of employees / guests of BHEL.
1.5	The indicative guests strength would likely to be around 1000 Nos. (*10%) in 24 months.
<b>2.0</b>	<b><u>CONTRACT PERIOD</u></b>
2.1	The Vendor shall commence the work within five days from the date of issuance of the Letter of Intent from BHEL and shall proceed with the same with due expedition without any delay.
2.2	The duration of contract will be for Two years from the date of commencement. However, in order to evaluate vendor's performance and service, the contract will cover a probationary period of 03 months. Only on satisfactory services during the probationary period, the contract will continue for a further contract period of 21 months under the same terms and conditions.
<b>3.0</b>	<b><u>RESPONSIBILITIES OF THE BIDDER</u></b>
<b>3.1</b>	<b>Reception Services</b> - The following services will be ensured by the bidder :-
3.1.1	To manage the reception counter by an experienced person to attend the guest(s) and attend telephone calls/enquires in professional manner.
3.1.2	To allot the rooms in the Transit Flats as per the direction received from the Incharge Transit Flats / Officer incharge of BHEL.
3.1.3	To maintain the Check-in and Check-out Registers/ Records.
3.1.4	To maintain the Complaint / Feedback Register which should be readily available on demand.
3.1.5	To report the Room-wise Occupancy status every morning to the Officer Incharge.
3.1.6	To ensure overall cleanliness in the surrounding area of the Reception Counter, Sitting area.
3.1.7	To ensure overall upkeep of the Transit Flats.
3.1.8	To ensure that only authorized personnel stay in the Transit Flats.
3.1.9	To maintain registers like Booking register, asset register, utilization register, payment register, bill book etc.
3.1.10	To ensure collection of bills pertaining to electricity, water, building maintenance, telephone, laundry, etc. and timely submission to BHEL.
3.1.11	To ensure maintenance and upkeep of all assets.
3.1.12	To ensure timely serving of coffee/tea, breakfast, lunch, dinner etc. to the Guests.
3.1.13	To report about non-functional electrical gadgets (geyser, Fan, light, AC etc.) and civil / plumbing related complaints of the rooms and other common areas of Transit Flat to the Officer Incharge promptly. A Register to be maintained for this purpose.
3.1.14	To collect payments from Guests towards their stay, meals etc. as per applicable rates by issuing proper money receipt. The money collected towards stay should be deposited in BHEL's Account periodically or as and when instructed by the officer Incharge.
3.1.15	All payment from the guests should preferably be collected through Bidder's owned <i>point-of-sale</i> (POS) Machines for which no extra service charges / reimbursement of commission/Charges

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	would be payable to bidder.									
3.1.16	The reception shall be manned from 06:00 Hrs to 23:00 Hrs.									
<b>3.2</b>	<b>Maintenance / Operation</b>									
3.2.1	Maintenance and up-keep of all rooms and common area of Transit Flats.									
3.2.2	Regular maintenance and cleaning of Transit Flats by using proper tools, tackles and equipments. Regular care for the safe maintenance of fittings, fixtures, TV, equipment and furniture will be the sole responsibility of the Bidder. Any damage caused to the above either by the Bidder himself or by any of his employees shall be made good by the bidder at his own cost immediately. Information regarding damage, if any, caused by any guest, should be put up for perusal of Officer Incharge promptly.									
3.2.3	The Bidder shall take in his charge the premises of the Transit Flats including all materials / properties therein and maintain them in safe and proper conditions. The Bidder shall keep all records related to the materials available in the Transit Flats and produce the same for verification by the Officer In-charge or his authorized representative, as and when required.									
3.2.4	The Bidder shall keep a watch and ensure safety and security over materials of the company and see that unauthorized persons do not enter the Transit Flats.									
<b>3.3</b>	<b>Readiness of Room for Guests</b>									
3.3.1	The Bidder shall be responsible to keep room(s) ready in all respect within one (01) hour of vacation of the room by the Guest(s).									
3.3.2	The Bidder shall ensure that linen of rooms during the stay of guests is changed on every alternate day.									
3.3.3	The Bidder shall be responsible to replace linen of rooms in case room remains vacant for more than 03 days.									
3.3.4	The Bidder shall ensure that linen is changed as and when requested by the guest(s).									
3.3.5	The availability of toiletries, mosquito repellent, Naphthalene balls, Toilet paper rolls and functionality of mosquito repellent machines shall be ensured.									
<b>3.4</b>	<b>Catering Services</b>									
3.4.1	It shall be prime responsibility of the Bidder to provide catering service as follows:									
3.4.1.1	Morning tea / coffee									
3.4.1.2	Breakfast									
3.4.1.3	Lunch									
3.4.1.4	Evening Tea / Snacks									
3.4.1.5	Dinner									
3.4.2	The bidder should ensure sufficient stock of items such as consumable raw materials, packed and bottled items to meet normal requirement and any immediate needs of guests.									
3.4.3	The Bidder should ensure Tea / Coffee is served with Biscuits (02 Nos) daily in the morning in each occupied room for each visitor as per their convenience.									
3.4.4	Breakfast / Lunch/ Dinner shall be served in the Dining Room and not in the living rooms of the individual occupants, except under special circumstances. However, for VIPs and for <b>Company Guests</b> the same shall be served in the rooms, if so desired.									
3.4.5	The Bidder shall make adequate arrangement for supply of Chinese, North Indian and Standard Indian Dishes and cuisines as part of Breakfast, lunch, dinner etc as demanded by the guest / as per advice of the officer in-charge or his authorized representative.									
3.4.6	The eatables served by the Bidder to the Guests shall be completely hygienic , free from any sort of adulteration and unwanted objects such as stones, soil, egg-shell, human hair, glass or crockery chips, paper wood, insects, flies etc.									
3.4.7	All vegetables, fruits etc used shall be fresh and shall not be rotten or overripe. The bidder shall be responsible for their hygienic condition. Milk and milk product such as curd, yoghurt, cheese etc shall be of the standard quality and should be prepared and served fresh.									
3.4.8	Raw materials like tea, coffee, masalas, ghee, refined oils (loose oil shall not be used) and eatables like bread, butter jam etc to be served to the Guests shall be fresh and of good quality and manufactured by well –known manufactures.									
3.4.9	The Bidder should use only branded food items or equivalent as detailed below:-									
	<table><tr><td>Sl No.</td><td>Item</td><td>Brand or its equivalent</td></tr><tr><td>(i)</td><td>Salt</td><td>Tata, Annapurna</td></tr><tr><td>(ii)</td><td>Spices</td><td>Ganesh, Everest, Shakthi, MDH</td></tr></table>	Sl No.	Item	Brand or its equivalent	(i)	Salt	Tata, Annapurna	(ii)	Spices	Ganesh, Everest, Shakthi, MDH
Sl No.	Item	Brand or its equivalent								
(i)	Salt	Tata, Annapurna								
(ii)	Spices	Ganesh, Everest, Shakthi, MDH								

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	(iii)	Ketchup	Maggi, Kissan, Heinz
	(iv)	Oil	Sundrop, Gold Winner, Saffola
	(v)	Ghee	Jharna, Amul
	(vi)	Pickle	Priya, Mother's Choice
	(vii)	Atta	Aashirvad, Pillsbury, Annapurna, Ganesh
	(viii)	Butter	Amul, Britannia
	(ix)	Bread	Britannia, Modern
	(x)	Jam	Kissan
	(xi)	Paneer	Amul, Britannia
	(xii)	Tea	Brook bond, Lipton, Red Label, Tata Tea
	(xiii)	Coffee	Green label, Bayars, Bru, Nescafe
	(xiv)	Biscuits	Britannia / Parle / Sunfeast / Kwality
	(xv)	Ice Creams	MTR/Mother Dairy / Amul/ Kwality
	(xvi)	Mineral Water	Kinley/Bisleri/Aquafina
	(xvii)	Rice	Sona Masoori, Basmati
	(xviii)	Pulses/dal	Branded
	(xix)	Papad	Ganesh, Lijjat
	(xx)	Vegetables/Fruits	Fresh vegetables/fruits only
	(xxi)	Beverages	Fanta, Limca, Coca Cola, Pepsi, Mirinda, Thumsup, Maaza, Slice
	(xxii)	Chips	Lays, Kurkure
3.4.10	Any addition/change with respect to the above brands at 3.4.9 above should be done only after obtaining prior approval from Officer In-charge.		
3.4.11	Cooking and serving food, snacks to the Guests staying in the Guest House as per requirement. All ingredients for cooking, fuel etc should be provided by the Bidder. The menu to be adopted for serving Guests on rotation basis is as under :-		
3.4.12	The breakfast should comprise of one of the following clusters of items with Coffee/Tea (120ml) or Milk (180ml) (Items to be varied every day):		
	ITEMS		RATE
	(i) Idly /Vada – 4 Nos + Chutney & Sambar (ii) Plain Dosa – 2 Nos. +Chutney & Sambar (iii) Poori -6 Nos. +Veg & Chutney (iv) Aloo/Gobi/Paneer Paratha-2 nos +Masala Curd + pickle (v) Bread toast with butter/Jam - 6 slices (vi) Bread Sandwich- 4 slices (vii) Cornflakes served with milk 250 ml & sugar (viii) Bread toast with butter/Jam - 4 slices+ one (1) Boiled egg (ix) Any equivalent combination as per guest choice Coffee/Tea(120ml) or Milk (180ml)		Rs.35/-
3.4.13	The Lunch / Dinner should comprise of the following items : Standard Thali comprising of:- (i) Chapathi /Poori/Paratha - 2 Nos. (ii) Variety Rice- Vegetable fried Rice/Pulao/Plain Rice or Mixed fried rice – 125 gms. (iii) Vegetable Gravy (North Indian/Bengali)- 150 gms. or Non-Veg like Fish -80 gms / Chicken-150 gm/Egg-02 nos (iv) Vegetable Dry or Fried Item (North Indian) – 125 gms. (v) Variety Dal of any one type (vi) Green Salad, Pickle, Papad (vii) Curd- 100 gms (viii) Any equivalent combination as per guest choice (Items to be varied every Day)		Rs.70/- for Non Veg Rs.60/- for Veg

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फैक्स/Fax : (033) 23211960

फोन/Phone : बोर्ड/EPABX : 23398220

3.4.14	Normal/black Coffee/Tea(120ml) or Milk (180ml) with/without 02 nos biscuits	Rs.15/-																														
3.4.15	Packed Water bottle/ any other kind of packaged food item	As per MRP																														
3.4.16	<p>The Snacks should comprise one of the following cluster of items on rotation basis:</p> <p>(i) Samosa (ii) Veg Cutlet (iii) Veg Sandwich (iv) Fry– potato/chilly/bread/onion/assorted (v) Vada /Chop– Different types (vi) Pakoda – onion/veg/bread (vii) Finger Chips (viii) Omelette (two eggs) Note: The menu mentioned above is not exhaustive.</p>	<p>Rs. 7/- per piece Rs.15/- per piece Rs.15/- per piece Rs.15/- per 100 gms Rs.10/- per piece Rs.15/- per piece Rs.15/- per 100 gms Rs. 25/- (with one egg – Rs.15/-)</p>																														
3.4.17	Any other food item not in the above list	Can be negotiated with the guest																														
3.4.18	<p>While normally the catering service will be carried out as per the schedule given below, in exceptional cases the same needs to be provided (during day as well as night) beyond the specified timings as per requirement of the Company Guests / Guests and / or on advice of the Officer In-charge.</p> <p>(i) Morning Tea : 06:00 to 06:30 Hrs (ii) Breakfast : 07:30 Hrs to 09:00 Hrs (iii) Lunch : 12:30 Hrs to 14:00 Hrs (iv) Evening Snacks : 17:00 Hrs to 19:00 Hrs (v) Dinner : 20:00 Hrs to 22:00 Hrs</p>																															
3.4.19	This rate chart for cluster of food items would remain firm for first one year of the contract and thereafter can be revised based on approval from Officer In-Charge after mutual negotiation and review of market rates vis-a-vis stakeholder requirements in this regard.																															
3.5	<b>Uniform to employees deployed</b>																															
3.5.1	The Bidder should ensure that their employees are always dressed in clean and tidy uniforms and in shaved and combed condition while on duty for the said services in BHEL.																															
3.5.2	The uniform items (standard quality of reputed make) are to be provided by the Bidder at his own cost for the tenure of the contract once in two years. Bidder shall not recover the cost of uniform from the wages payable to his employees.																															
3.5.3	The Bidder would provide following items as part of uniform to his employees under this contract :																															
	<table><tr><th>Sl no.</th><th>Items</th><th>Quantity provided</th><th>Time to provide</th></tr><tr><td>(i)</td><td>Terri Cotton Pant</td><td>02 Nos.</td><td rowspan="5">One in contract period, to be provided at the start of contract.</td></tr><tr><td>(ii)</td><td>Terri cotton Shirt</td><td>02 Nos</td></tr><tr><td>(iii)</td><td>Canvas Shoes</td><td>02 pairs</td></tr><tr><td>(iv)</td><td>Socks(Nylon)</td><td>02 Pairs</td></tr><tr><td>(v)</td><td>Apron (cotton)</td><td>2 Nos.</td></tr><tr><td>(vi)</td><td>Sweater</td><td>01 No</td><td rowspan="3">Every working Day</td></tr><tr><td>(vii)</td><td>Disposable Gloves</td><td>01 pair</td></tr><tr><td>(viii)</td><td>Disposable Cap</td><td>01 piece</td></tr></table>	Sl no.	Items	Quantity provided	Time to provide	(i)	Terri Cotton Pant	02 Nos.	One in contract period, to be provided at the start of contract.	(ii)	Terri cotton Shirt	02 Nos	(iii)	Canvas Shoes	02 pairs	(iv)	Socks(Nylon)	02 Pairs	(v)	Apron (cotton)	2 Nos.	(vi)	Sweater	01 No	Every working Day	(vii)	Disposable Gloves	01 pair	(viii)	Disposable Cap	01 piece	
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3.5.4	If the Bidder has colour code for uniform of their concern, the same should be followed. If they do not have any colour code of uniform, the colour code of the shall be as under :																															
	<table><tr><th>Item</th><th>Colour code</th></tr><tr><td>Pant</td><td>Black</td></tr><tr><td>Shirts</td><td>White</td></tr><tr><td>Apron</td><td>White /Blue</td></tr><tr><td>Shoes</td><td>Black</td></tr><tr><td>Shocks</td><td>Blue</td></tr></table>	Item	Colour code	Pant	Black	Shirts	White	Apron	White /Blue	Shoes	Black	Shocks	Blue																			
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3.5.5	The Bidder should ensure that his employees should use hand gloves with hand towel while serving in the dinning place or room.																															

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3.5.6	The Bidder should ensure that Cooks and Helpers should use apron, head Gear, Hand gloves etc while cooking in the kitchen.
<b>3.6</b>	<b>Cleaning Services</b>
3.6.1	Cleaning of kitchen, living rooms and all the toilets at Transit Flats, wash basins in Dining Hall, store, equipments used by bidder will be the responsibility of the bidder at his own cost.
3.6.2	Cleaning shall ordinarily be done daily.
3.6.3	Damp moping of titles, vitrified floors, sidewalls, Verandah. The room should be cleaned and wiped using anti-bacterial liquid and use scented wiping at the end.
3.6.4	The rooms should be sprayed with room fresheners twice a day. Dusting of desk, table, chair and furniture located in the rooms occupied.
3.6.5	Special attention will be paid to the cleaning of wash basin. Through cleaning and sanitization of the toilets, wash basins, mirrors, dustbins and WC facilities using suitable nonabrasive cleaners and disinfections. Biodegradable carry bag must be placed in Dustbins placed in each room. Biodegradable carry bag (small size) must also be kept inside toilet for miscellaneous use of the guests.
3.6.6	All wash basins, toilet pan should be kept stain free using harpic or equivalent.
3.6.7	All surfaces shall be free of germs, soap mud and smudges at the wash rooms / WCs. Replacement of towels on a daily basis in all the WC facilities.
3.6.8	Cleaning of Door mats.
3.6.9	Naphthalene balls should be supplied sufficiently in the toilets.
3.6.10	Emptying all waste paper baskets, ashtrays from all rooms and washing or wiping them clean with cloth, replacing plastic waste paper basket linings and returning of items where they were located.
3.6.11	All waste, wet and dry from waste paper baskets, kitchen, dining hall etc will be collected and disposed of as per the guidelines every day. Removal of waste to the demarcated area should be done by the Bidder.
3.6.12	Disposal of garbage on daily basis.
3.6.13	All Indoor Plants should be watered regularly and maintained properly.
3.6.14	Cleaning of bathroom tiles.
3.6.15	Any other daily cleaning activity as instructed by Officer In-charge.
3.6.16	All glass doors and windows of the premises would be cleaned using damp and dry method.
3.6.17	Glass tabletops, door partitions and glass accessories would be cleaned using solvent.
3.6.18	Cleaning of photos, sculptures, panels, glass /board partitions etc.
3.6.19	Wipe/Clean verandahs, corridors with detergents
3.6.20	Dusting of venetian blinds.
3.6.22	Dusting of furniture & fixture, fans, windowpanes, grills, etc. Vacuum cleaning wherever required
3.6.23	Polishing of brass vases, etc., with brass polish.
3.6.24	Cleaning and upkeep of all electronic appliances and kitchen gadgets like Refrigerator, Mixie, Grinder, gas stove, chimney, kitchen utensils, etc.
3.6.25	To remove cobwebs form the entre transit flats and from furniture wherever they exist.
3.6.26	Suggestive materials of good quality for cleaning / consumables :-

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<b>3.7</b>	<b>Provision of Toiletries /Bath Kit &amp; News Paper at bidder’s cost</b>																																																		
3.7.1	Placement of Bath / Toilet Kit comprising of following, for each guest on arrival, at bidder’s own cost. (i) Soap (Lux Soap or equivalent) (17gms) – One Piece (ii) Shampoo Sachet (5.5 ml) – one Piece for every day. (iii) Tooth Brush (not costing less than Rs.10) – One Piece (iv) Tooth Paste (not costing less than Rs. 5) –one Piece (v) Hair Oil (3 ml) – one piece																																																		
3.7.2	Placement of one set of Newspaper in Hindi, English & Bengali at bidder’s own cost.																																																		
<b>3.8</b>	<b>Laundry Services</b>																																																		
3.8.1	The Bidder shall ensure regular laundry services for guests, for which payment shall be collected from Guests at actual as per market rate.																																																		
3.8.2	The bidder shall ensure Laundry Services for used Bed Sheets, Pillow Covers, Towels, Bed Covers at own cost.																																																		
3.8.3	Bidder should ensure cleanliness of following items at own cost: <table><tr><td>Sl no.</td><td>Item</td><td>Suggestive frequency of Cleaning</td></tr><tr><td>i.</td><td>Curtains</td><td>Once in month</td></tr><tr><td>ii.</td><td>Sofa Cover</td><td>Once in month</td></tr></table>	Sl no.	Item	Suggestive frequency of Cleaning	i.	Curtains	Once in month	ii.	Sofa Cover	Once in month																																									
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3.8.4	Bidder should arrange dry cleaning of Blankets once in a year. Actual charges of dry cleaning will be reimbursed by BHEL.																																																		
<b>4.0</b>	<b>Other Terms and Conditions</b>																																																		
<b>4.1</b>	<b>The following items / accessories will be provided by BHEL for execution of the Contract to the bidder.</b>																																																		
4.1.1	Bed linen, Pillow covers, Blankets, Towels, sofa covers, Carpets, Curtains, Mattress, Cots/Beds in sufficient numbers for which inventory shall be handed over to the bidder on the day of start of contract.																																																		
4.1.2	Utensils and crockery																																																		
4.1.3	Flower Vases and flowers in all rooms and halls during guests stay. Flowers should be fresh and should not be more than 03 days old.																																																		

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4.1.4	Telephone: Two numbers P&T STD/non STD Telephone line will be provided by BHEL for use of BHEL officials / guests boarding there. Rent for the same will be borne by BHEL. The contractor shall ensure official utility of the same and the telephone is working condition at all times. The contractor shall contact P&T authorities for attending complaints of the said telephone connections.
4.1.5	FUEL: Two empty LPG cylinders & one Gas burning stove (in working condition). Filling of LPG gas, repair & service of Gas burning stove are at vendor scope.
4.1.6	Fitting and fixtures in Room, Dining space, Bath Room.
4.2	All equipment and items handed over to the agency shall remain at the risk and in the charge of the Bidder. The Bidder shall be responsible for any loss or damage thereto, arising from any cause other than the accepted wear and tear due to use and shall return the same in its proper condition at the time of expiry of the contract. An inventory of these items will be made out and signed by the Bidder and BHEL's representative.
4.3	Civil and Electrical maintenance of the Transit Flat shall be in the scope of BHEL.
4.4	No alcohol shall be served in the Transit Flat.
4.5	All eatables shall be served on the buffet at Dining Hall /Room. Used crockery, empty bottles etc shall be collected back from the tables / room immediately.
4.6	The used cups, saucers, tea pots, utensils are to be washed with good quality utensils cleaning agents. Used utensils / bowls are to be additionally washed in hot water.
4.7	The dining hall, kitchen and working place shall be maintained in clean and hygienic conditions.
4.8	Tea leaves, leftover food will be collected in proper waste bins and disposed of immediately.
4.9	Only meals and light refreshment, including tea, coffee and other soft drinks shall be made available on payment to the guest(s). Prior to checking out from the Transit Flats, bidder staffs should ensure collection of the dues from the guests.
4.10	BHEL shall supply all fixtures, furniture and linen items required for the use of occupants. BHEL shall also provide crockery, utensils and cutlery as required. The Bidder shall be responsible for proper maintenance and up-keep of the furniture, fixtures, linens, crockery, and cutlery and all other property entrusted to them at the item of handling over or from time to time during the contract period and shall keep proper account of the same and return the same in good condition at the end of the contract period.
4.11	If the breakage of crockery etc. exceeds 5% per annum, then cost of breakage of the crockery shall be borne by the Bidder.
4.12	Electricity will be supplied for the Transit Flat at BHEL's cost. The Bidder shall maintain Gas oven Burner for cooking purpose.
4.13	No alternation, partition, addition and /or improvisation in the Flat and fixture of the Transit Flat will be permitted without prior approval of Officer Incharge.
4.14	Unauthorized person and anti –Social elements shall not be permitted entry / accommodation in the Transit Flats. Any lapse in this regard will be the sole responsibility of the Bidder and may lead to action, as deemed fit by the management including short closure of the contract, in addition to action under law of the land.
4.15	No political activity / meeting is permitted inside Transit Flats.
4.16	Any abnormal / undesirable incident in the Transit Flat will have to be informed to the Officer in-charge immediately.
4.17	No accommodation will be provided to the Bidder's Employees.
4.18	Personal Laundry charges for the guests are to be collected extra by the Bidder from the guests.
4.19	Before bidding, the agency shall visit, assess and understand the site to have better clarity of job.
4.20	Suggestive equipment /tools to be arranged by Bidder within quoted rates for execution of the contract: (i) Vacuum Cleaner for Cleaning of Transit Flat (ii) Food Process / Grinder (iii) Stone Grinder (iv) Micro Oven (v) Grill Toaster (vi) Point-of-Sale (Pos) Machines
4.21	The Bidder shall not appoint any sub-contractor to carry out his obligations under the contract.
<b>4.22</b>	<b>STATUTORY OBLIGATIONS</b>

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4.22.1	The following statutory regulations/acts should be strictly adhered to by the Bidder during the execution of contract.
4.22.2	The Contract Labour (Abolition & Regulations) Act, 1970
4.22.3	The Payment of Wages Act, 1936
4.22.4	The Provident Fund and Miscellaneous Provisions Act, 1952
4.22.5	The Employees' State Insurance Act, 1948
4.22.6	The Minimum Wages Act, 1948
4.22.7	Miscellaneous: BHEL will neither be responsible for any accident, death or injury to bidder's employees which might happen during the course of their duty nor be responsible/ liable to pay damage or compensation to such persons. The Bidder would keep BHEL indemnified against all claims which may be made under Employees' Compensation Act, 1923 or any statutory modifications thereof or otherwise for or in respect of any damages or compensation payable in consequence of any accident or injury sustained by any of its employees or other person whose entry into BHEL's premises has been authorized by the bidder. Similarly, if any damage to any other person/persons at the premises or buildings of BHEL owned Flats, is attributable to the Bidder, such damages should be made good by the Bidder. The Bidder will also be responsible for appropriate insurance coverage of their employees. Any payment to be made by BHEL to the statutory authority due to non-adherence of the stipulated norms should be borne by the Bidder.
<b>4.23</b>	<b>Suggestive Manpower of Transit Flats, Group Personal Accident Insurance Policy (GPA) &amp; Environment, Health and Safety</b>
4.23.1	02 nos. (Two) Unskilled worker
4.23.2	01 no. (One) Cook (Semi Skilled Worker)
4.23.3	Supervisor for managing all issues related to total transit flat operations
4.23.4	The Unskilled workers should have at least 4-5 years' experience in the area of Transit Flats Maintenance specially housekeeping and caretaking of the various guest house/transit flat activities. They should understand Bengali, Hindi and English.
4.23.5	The cook should have at least 4-5 years cooking experience and should be well versed in cooking Bengali, South Indian, North Indian and Chinese Cuisine.
4.23.6	The Supervisor should have at least 2-3 years' experience in their area of subject work.
4.23.7	The Bidder, apart from ESI Coverage of his employees, shall arrange to take Group Personal Accident Insurance Policy (GPA) which provides for the payment of certain amount for Death or Disablement of person employed by him under this contract due to an accident. The minimum amount of Sum Insured (Capital Sum Insured) shall be Rupees Three Lakh only (Rs. 300000.00) per person insured. The GPA shall be designed in such a manner that it covers risk on 24 hours basis during the contract period. <b>The cost for arranging GPA through IRDA shall be borne by the Bidder.</b>
4.23.8	The Bidder shall at his own cost, shall ensure medical checkup for communicable diseases of his employees /staff engaged (clause 6.1 & 6.2) under the contract. Accordingly, the bidder has to submit medical certificate(s) along with copies of the following Diagnostic Tests in the start of contract and start of second year of the contract : (i) LFT (ii) Haemogram with ESR (iii) X-ray Chest (PA) (iv) RE Urine (v) Widal Test
4.23.9	The Bidder along with his employees must be well acquainted with the cleanliness and disposition of excess food/wastes as per the Rules of Municipal Corporation of the locality.
4.23.10	No employee of the Bidder shall be allowed to perform duty with illness/fever/ contiguous diseases.
4.23.11	The Bidder through its supervisor should ensure cleanliness and hygiene of the utensils and working place.
4.23.12	In case any unwanted spot/wastes are noticed in utensils, alternative lunch / tea has to be arranged by the Bidder, for which no extra payment shall be made by BHEL.
4.23.13	The Bidder shall keep clean and maintain hygienic condition the allotted places for preparation, washing, distribution and serving .

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<b>5.0</b>	<b>TERMS OF PAYMENT:</b>
<b>5.1</b>	<b>WAGE REIMBURSEMENT</b>
5.1.1	BHEL would reimburse the following wages for the 02 Nos. unskilled workers and 01 No. Cook (Semi-skilled worker) on production of the requisite documents. The bill shall be produced to BHEL-Kolkata office on the last day of each calendar month along with documents as per the tender stipulation.
5.1.2	Reimbursement of <b>Minimum Wage inclusive of VDA</b> as notified and revised by State of West Bengal from time to time for each category of workers as indicated in 5.1
5.1.3	Reimbursement of Appreciation increment on Minimum Wages inclusive of VDA at rate of Four Per cent (04 %) will be made from the start of second year of Contract. The Appreciation Increment shall form part of Minimum Wage payable at 5.1.1. For example, The minimum wages inclusive of VDA notified by WB State Government is X per day on start of second year of contract, then wage will be $[X+(X*4\%)]$ . Rate of Appreciation increment would remain fixed.
5.1.4	Reimbursement of <b>Special Allowance</b> at the rate thirty per cent (30%) of Minimum Wage inclusive of VDA as indicated in 5.1.1 & 5.1.2.
5.1.5	Reimbursement of House Rent Allowance at the rate of 5% Minimum Wage inclusive of VDA as indicated in 5.1.1 & 5.1.2
5.1.6	Reimbursement of employers' liabilities towards payment of Contributions and Administrative Charges under (i) Employees' State Insurance Act, 1948 and (ii) Employees' Provident Funds and Miscellaneous Provision Act, 1952 for the manpower supplied under 1.6 will be made at actual on applicable rates under relevant statutes. The current rate of (i) Employer's Contribution towards under Employees' State Insurance Act, 1948 is 3.25% of the wages payable and (ii) Employer's Contribution and Administrative Charges thereof under the Employees' Provident Funds and Miscellaneous Provision Act, 1952 are 12%, 0.5% & 0.5% for Provident Fund, Admin Charges on Provident Fund & Employees Deposit Linked Insurance respectively.  PF & EDLI would be calculated on Minimum Wage inclusive of VDA as indicated in 5.1.1 & 5.1.2 & ESI as per applicable rule.
5.1.7	Reimbursement of Ex-Gratia /Bonus at the rate 12% under the Payment of Bonus Act, 1965. Reimbursement shall be made on completion of first year of the contract, second year of contract and end of the extended contract (if any).  Calculation would be on Minimum Wage inclusive of VDA as indicated in 5.1.1 & 5.1.2
5.1.8	The Bidder shall seek written approval of BHEL before making payment of Rate of Ex- Gratia/ Bonus to his workers deployed under the contract. BHEL may give approval for Ex-Gratia / Bonus to be made as such rate within the limits under the Payment of Bonus Act, 1965 based on performance of Bidder in execution of the contract. Calculation would be on Minimum Wage inclusive of VDA as indicated in 5.1.1 & 5.1.2
5.1.9	Reimbursement of Privileged Leave to workers shall be made at the end of every year during the contract at rate of one day for every Ten Days' working.  Calculation would be on Minimum Wage inclusive of VDA as indicated in 5.1.1 & 5.1.2 on the basis of last month's prorated rate.
5.1.10	Reimbursement of Contract Closing Benefits to workers shall equal to 15 days average pay for every completed year of contract or any part thereof in excess of six months.  Calculation would be on Minimum Wage inclusive of VDA as indicated in 5.1.1 & 5.1.2 on the basis of average of last three month's prorated rate.
5.1.11	The Bidder has to arrange his own finance for carrying out the job including other financial obligations involved in arrangement of payment to his employees and their uniforms, suggestive equipment / tools, raw materials & ingredients, LPG Gas refill, repair and maintenance of Gas burner etc. and all other aspects of bidder responsibilities during the tenure of this contract.
5.1.12	No mobilization advance will be paid to the Bidder by BHEL under this contract.
5.1.13	Wages of supervisor would remain with Bidder scope i.e. BHEL will not reimburse any other wages except as indicated 5.1
<b>5.2</b>	<b>SERVICE CHARGE PAYMENT</b>
5.2.1	Service Charge shall be paid on monthly basis at the rate of <b>quoted percentage</b> on wage payments as per Sl. No. 5.1 above against submission of progressive Running bill at the end of each calendar month.
5.2.2	Percentage value of service charge shall be firm throughout the contact period of two years while

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	absolute value of service charge shall vary with change in value of wage payments based on minimum wages of USW & SSW as per tender stipulation.
5.2.3	The service charge bill shall be produced to BHEL-Kolkata office on the last day of each calendar month along with wage reimbursement bill & other documents as per the tender stipulation.
<b>5.3</b>	<b>PRICE VARIATION</b>
5.3.1	Hike in the Minimum Wages and related other pay and allowances therein is applicable as per notification of State of West Bengal from time to time.
<b>5.4</b>	<b>OTHER REIMBURSABLES:</b> The following items shall also be paid / reimbursed along with the quoted service charge based on production of supporting bills/ Proof :-
5.4.1	Cost of Annual Maintenance Charges for RO Water Filtration Machines.
5.4.2	Cost of Annual Recharge of DTH/Cable TV Charges.
5.4.3	Cost of Dry cleaning Charges of Blankets once in a year.
5.4.4	Cost of Food and Room Charges for company guests i.e the VIP guests whom BHEL Administration specially would issue advice to bidder for special care/hospitality.
5.4.5	Cost of maintenance of Refrigerator, Washing machine or any other BHEL equipment, if requisitioned by BHEL.
5.4.6	Cost of Pencil Batteries for TV Remotes, Watches & Call bell etc.
5.4.7	Cost of Tube lights, night lamps and other electrical/electronic items/gadgets repair or replacement.
<b>5.5</b>	<b>OTHER TERMS</b>
5.5.1	The payment shall be made in Indian currency only by Account Payee cheque /RTGS. Payment will be made on monthly basis and it will be released within <b>60 (Sixty) days</b> after receipt of bill.
5.5.2	The first monthly and 13 <sup>th</sup> monthly running bill will be released only on submission of copy of Personal Accident Insurance Policy and medical tests showing the number / name of the persons insured under the policy along with other relevant documents.
5.5.3	Last RA bill (monthly bill) shall be released as a final bill subject to compliance of statutory requirement & clearance from BHEL/PSER.
<b>6.0</b>	<b>TAXES, DUTIES ETC:</b>
6.1	All taxes excluding GST with applicable cess & BOCW Cess (mentioned elsewhere in the Tender) but including, Charges, Royalties, any State or Central Levy and other Taxes for materials if any obtained for the work and for the execution of the contract shall be borne by the Contractor and shall not be payable extra by BHEL.
6.2	Any increase in the above at any stage during execution including extension of the contract, if any, shall have to be borne by the contractor. Quoted/ accepted rates/ price shall be inclusive of all such requirements.
6.3	GST with applicable Cess, legally leviable & payable by the successful Contractor as per GST Law, shall be paid extra by BHEL. Hence, Contractor shall not include GST with applicable Cess in their quoted price.
6.4	The successful Contractor shall furnish proof of GST registration with GSTN Portal covering the services under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by the successful Contractor on BHEL for this project/ work.
6.5	Since GST on output will be paid by BHEL separately as enumerated above, Contractor's quoted rates/ price should be after considering the Input Credit under GST law at their end.
6.6	TDS under Income Tax shall be deducted at prevailing rates on gross invoice value from the running bills unless exemption certificate from the appropriate authority/ authorities is furnished.
6.7	TDS under GST shall be deducted at applicable rates on gross invoice value from the running bills.
6.8	<b>Contractor shall note that the GST Tax Invoice complying with GST Invoice Rules (Section 31 of GST Act &amp; Rules referred there under) wherein the 'Bill To' details shall be as per following.</b> <b>BHEL GSTN – 19AAACB4146P1ZC</b>

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	<b>NAME – BHARAT HEAVY ELECTRICALS LIMITED</b> <b>ADDRESS – BHEL Bhavan, DJ-9/1, Sector - II, Saltlake, Kolkata - 700091.</b>								
6.9	<p>Contractor to intimate immediately on the day of removal of Goods (in case of any supply of goods) to BHEL along with all relevant details and a scanned copy of Tax Invoice through following communication mode for enabling BHEL to meet its GST related compliances</p> <p>Portal Address – Shall be intimated later. and Email Address – Shall be intimated later</p> <p>In case of delay in submission of the abovementioned documents on the date of dispatch, BHEL may incur penalty /interest for not adhering to Invoicing Rules under GST Law. The same will be liable to be recovered from the successful Contractor, if such delay is attributable to the Contractor.</p>								
6.10	In case of raising any Supplementary Tax Invoice (Debit / Credit Note) Contractor shall issue the same containing all the details as referred to in Section 34 read with Section 31 of GST Act & Rules referred there under.								
6.11	Contractor shall Comply with the Time limit prescribed under the GST Law and rules thereof for raising of the tax invoice. If any supply of goods is applicable, Contractor shall also ensure prompt delivery of Goods after dispatch.								
6.12	Contractor shall note that in case GST credit is delayed/ denied to BHEL due to delayed / non receipt of goods and /or tax invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons attributable to the Contractor, GST amount shall be recoverable from the Contractor along with interest levied / leviable on BHEL, as the case may be.								
6.13	Contractor shall upload the Invoices raised on BHEL in GSTR-1 within the prescribed time as given in the GST Act. Contractor shall note that in case of delay in declaring such invoice in your return and GST credit availed by BHEL is denied or reversed subsequently as per GST Law , GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from the Contractor along with interest levied / leviable on BHEL.								
6.14	Way Bill: Successful Contractor shall arrange way bill / e-waybill for any transfer of goods for the execution of the contract. The Contractor has to make their own arrangement at their cost for completing the formalities, if required, with Issuing Authorities, for bringing materials, plants & machinery at site for execution of the works under this contract, Road Permit/ Way Bill, if required, shall be arranged by the contractor and BHEL will not supply any Road Permit/ Way Bill for this purpose.								
6.15	Any new taxes & duties, if imposed subsequent to the due date of offer submission as per NIT & TCN, by statutory authority during contract period (including extensions for which delay is not attributable to the Contractor), shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, Contractor shall obtain prior approval from BHEL before depositing any such new taxes and duties. Benefits and/or abolition of all existing taxes must be passed on to BHEL against new taxes, if any, introduced at a later date.								
6.16	<p>The Bidder shall required to submit the copy of following documents along with monthly bill : -</p> <table border="1"> <thead> <tr> <th>Sl No.</th><th>Documents</th></tr> </thead> <tbody> <tr> <td>(i)</td><td>Copy of Master Roll for employees deployed</td></tr> <tr> <td>(ii)</td><td>Copy of Wage Register</td></tr> <tr> <td>(iii)</td><td>Copy of wage Slips</td></tr> </tbody> </table>	Sl No.	Documents	(i)	Copy of Master Roll for employees deployed	(ii)	Copy of Wage Register	(iii)	Copy of wage Slips
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		(iv)	Copy of other Registers under the Contract Labour (Regulation and Abolition) Central Rules, 1971	
		(v)	Copy of ECR	
		(vi)	Copy of ESI Challan	
		(vii)	Copy of GST Receipt	
		(viii)	Copy of terminal benefits, if any	
6.17	The total charges payable will be rounded off to the nearest full rupee value.			
6.18	Income Tax & IT on GST shall be deducted at source as applicable under relevant Act / Law.			
<b>7.0</b>	<b>Penalty</b>			
7.1	<p>All contractual obligations will be strictly enforced. Deductions will be made for poor services like</p> <ul style="list-style-type: none"> <li>(i) Using substandard materials</li> <li>(ii) Absenteeism</li> <li>(iii) Refusal to perform the duty assigned</li> <li>(iv) Not maintaining the Guest House/Flats in presentable condition.</li> <li>(v) Allowing unauthorized persons to stay in the Guest House/Flats.</li> <li>(vi) Lending BHEL assets to any outsider</li> <li>(vii) Misbehaving of your personnel with neighbors, Apartment Association, etc.</li> <li>(viii) Misuse of telephones and other facilities</li> <li>(ix) Unauthorizedly leaving the Guest House/Flats.</li> <li>(x) Delay in carrying out the assignment</li> <li>(xi) Damages caused to BHEL assets</li> <li>(xii) Misappropriating the money entrusted to your personnel</li> <li>(xiii) Intercepting the belongings of the occupants in their absence and pilfering or stealing goods, etc.</li> <li>(xiv) Disobeying the Guests.</li> <li>(xv) Any other issue/shortcomings other than the above as occasion demands as decided by the BHEL Representative.</li> </ul> <p>Note: The personnel posted by the Bidder committing any misappropriation/mistake should be replaced immediately on communication of such incident from BHEL.</p>			
7.2	In case of non-performance or poor services by the Bidder, BHEL may, at its discretion, recover Liquidated Damages upon recommendation of Officer Incharge.			
7.3	In the event of appeal, the decision of Head of Human Resource, BHEL, PSER, Kolkata shall be final and binding upon the Bidder. The quantum of Penalty shall be levied and deducted from the bill as under :			
7.3.1	Rs. 10/- (Rupees Ten only) per day per man, limited to Rs. 260/- per month per man, if a man deployed by the Bidder is not wearing shoes while on duty.			
7.3.2	Rs. 02/- (Rupees Two only) per day per man, limited to Rs. 52/- per month per man, if a man deployed by the Bidder is not wearing Gloves while on duty.			
7.3.3	Rs. 02/- (Rupees Two only) per day per man, limited to Rs. 52/- per month per man, if a man deployed by the Bidder is not wearing Cap / head gear while on duty.			
7.3.4	05/- (Rupees Five only) per day per man, limited to Rs. 130/- per month per man, if a man deployed by the Bidder is not wearing Apron while on duty.			
7.3.5	Rs. 10/- (Rupees Ten only) per day per man, limited to Rs. 260/- per month per man, if a man deployed by the Bidder is not wearing prescribed Shirt while on duty.			
7.3.6	Rs. 10/- (Rupees Ten only) per day per man, limited to Rs. 260/- per month per man, if a man deployed by the Bidder is not wearing prescribed Pant while on duty.			
7.3.7	Rs 500/- (Rupees Five Hundred only) per instance for not using cleaning materials as per prescribed in the scope of work.			
7.3.8	Rs.240/- (Rupees Two Hundred Forty only) per day for non-compliance of Laundry requirement.			
7.3.9	Rs. 1000/- (Rupees One Thousand only) per instance for non-reporting of malfunctioning of electrical appliances.			
7.3.10	Rs. 500/- (Rupees Five Hundred only) per instance for non-disposal of waste /garbage.			
7.3.11	Rs. 5000/- (Rupees Five Thousand only) per instance for complaints of misbehavior or negligence on part of Bidder's employees, if substantiated or found true.			
7.3.12	Rs. 1000/- (Rupees One Thousand only) per instance of non deployment /short deployment of manpower.			

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7.3.13	Rs. 1000/- (Rupees One Thousand only) for each day of delay in case of failure of Bidder to disburse wages to its employees by the prescribed date as notified. This is without prejudice to any other option available before BHEL under any of the terms and conditions under the contract, as well as the provisions of the Contract Labour (Regulation and Abolition) Act, 1970.
7.3.14	Monthly Penalty shall not exceed 10% of monthly Charge.
7.3.15	A Penalty of 200% of the Premium shall be levied and deducted from the second monthly / RA bill, if BHEL is forced to arrange Group Personal Accident Insurance Policy (GPA) on behalf of Bidder for his employees.
7.3.16	A Penalty of 200% of the cost shall be incurred and deducted from the second monthly / RA bill, if BHEL is forced to arrange Medical tests on behalf of Bidder for his employees.

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**Annexure –BOCW****Specific clause w.r.t BOCW Act & Cess Act**

1.	It shall be the sole responsibility of the contractor as employer to ensure compliance of all the statutory obligations under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.
2.	It shall be sole responsibility of the contractor engaging Building Workers in connection with the building or other construction works in the capacity of employer to apply and obtain registration certificate specifying the scope of work under the relevant provisions of the Building and Other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 from the appropriate Authorities.
3.	It shall be responsibility of the contractor to furnish a copy of such Registration Certificate within a period of one month from the date of commencement of Work.
4.	It is responsibility of the contractor to register under the Building and other Construction Workers' Welfare Cess Act, 1996 and deposit the required Cess for the purposes of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 at such rate as the Central Government may , by notification in the Official Gazette, from time to time specify. However, before registering and deposit of Cess under the Building and other Construction Workers' Welfare Cess Act, 1996, the contractor will seek written prior approval from the Construction Manager.
5.	In case where the contractor has been accorded written approval by the Construction Manager and the contractor is required to furnish information in Form I and deposit the Cess under the Building and other Construction Workers' Welfare Cess Act, 1996, fails to do so, BHEL reserves right to impose penalty at the rate of 30% of Cess Amount.
6.	It shall be sole responsibility of the contractor as employer to get registered every Building Worker, who is between the age of 18 to 60 years of age and who has been engaged in any building or other construction work for not less than ninety days during the preceding twelve months as Beneficiary under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996.
7.	It shall be sole responsibility of the contractor as employer to maintain all the registers, records, notices and submit returns under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.
8.	It shall be sole responsibility of the contractor as employer to provide notice of poisoning or occupation notifiable diseases, to report of accident and dangerous occurrences to the concerned authorities under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the rules made thereunder and to make payment of all statutory payments & compensation under the Employees' Compensation Act, 1923.
9.	It shall be responsibility of the Contractor to furnish BHEL on monthly basis, Receipts/ Challans towards Deposit of the Cess under the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder along with following statistics : (i) Number of Building Workers employed during preceding one month. (ii) Number of Building workers registered as Beneficiary during preceding one month. (iii) Disbursement of Wages made to the Building Workers for preceding wage month. (iv) Remittance of Contribution of Beneficiaries made during the preceding month

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10.	BHEL shall reimburse the contractor the Cess amount deposited for the purposes of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 under the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder. However, BHEL shall not reimburse the Fee paid towards the registration of establishment, fees paid towards registration of Beneficiaries and Contribution of Beneficiaries remitted.
11.	It shall be responsibility of the Building Worker engaged by the Contractor and registered as a beneficiary under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 to contribute to the Fund at such rate per mensem as may be specified by the State government by notification in the Official Gazette. Where such beneficiary authorizes the contractor being his employer to deduct his contribution from his monthly wages and to remit the same, the contractor shall remit such contribution to the Building and other construction Workers' Welfare Board in such manner as may be directed by the Board, within the fifteen days from such deduction.
12.	If any point of time during the contract period, non-compliance of the provisions of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder is observed, BHEL reserves the right to withhold a reasonable amount from the payables to discharge any obligations on behalf of Contractors. The reasonable amount shall be decided by the Construction Manager in consultation with Resident Accounts Officer & Head HR and shall be final.
13.	The contractor shall declare to undertake any liability or claim arising out of employment of building workers and shall indemnify BHEL from all consequences / liabilities / penalties in case of non-compliance of the provisions of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.

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**PRICE SCHEDULE (UNPRICED)**

**PLEASE REFER**  
E-PROCUREMENT PORTAL <https://bhel.abcprocure.com>

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**(PRICE SCHEDULE)**

<b>JOB</b>	<b>Running and Maintenance of 03 (Three) nos. BHEL Transit Flats No. 11/22, 11/23 and 11/24 at Golf Green Multistoried Apartment Association, ONGC Apartment, 18/2, Uday Sankar Sarani, Kolkata – 700095 for 02 years.</b>
<b>TENDER NO</b>	<b>PSER:PUR:HR:121(IV):111 (ENQ:17:PP:0015:PUR:147) Date 06/03/2020</b>

<b><u>GENERAL INSTRUCTION FOR THE BIDDERS BEFORE FILLING UP THE PRICE BID</u></b>	
I	Bidders are required to go through instructions carefully and complete all the documents as required. Clauses under this preamble shall be read in conjunction with Schedule-1, Schedule-2 together with subsequent changes/ modifications etc thereto as applicable as on date of submission of price offer. In the event furnishing false information / incomplete information, the offers shall be rejected and no correspondence shall be entertained in this regards.
ii	The work shall be carried out strictly as per specifications, description of the items in these schedule and/ or BHEL instructions.
iii	Items of work provided in this schedule but not covered in this specification shall be executed strictly as per instruction of BHEL.
iv	The tender shall be deemed to have visited site and made himself aware of all the site conditions, studied the specifications and details of work to be done within the time schedule attached and to have acquainted himself of the conditions prevailing at site.
V	Bidders are required to quote their service charge rate in percentage in Schedule 1 Sl. no. 3.
Vi	Service Charge rate shall be quoted in figures and in words. Quoted rate should be in percentage of Sl. no. 32 of Schedule - 2. Service Charge rate thus quoted would remain firm through out the contract period but absolute value will change according to monthly running bill value of wages.
Vii	Quoted Service Charge should be excluding GST with applicable cess & BOCW cess (if any). GST with applicable cess & BOCW cess (if any) shall be paid extra as per GST law.
viii	Tender priority i.e. L1, L2, L3 party etc will be arrived by lowest rate quoted at sl. no. 3 of Schedule of Rates.
ix	In case the lowest rate offered by the bidders are found to be unreasonable, BHEL reserves the right to negotiate for further price reduction and in such case the negotiated rate will be considered as L1 rate for all purposes.
x	L1 bidder thus arrived would be awarded with the contract and Contract price would be the sum total of the tentative wage cost as per Price Schedule (SCH-2) for 02 years and the absolute value of the service charge for 02 years on Sl. no. 32 of Schedule 2.
xi	BHEL reserves the right to accept or reject any bid/ all bids or cancel / withdraw the initiation for bid without assigning any reason whatsoever and in such case no bidders shall have any claim arising out of such action by BHEL.

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PRICE SCHEDULE					
(SCHEDULE –1)					
1	Name of the Firm / Party / Owner				
2	Address of the Firm / Party / Owner				
Schedule of Rate:					
3	Description	Unit	Quantity	Service Charge Rate in percentage of Sl. No. 32 of Price Schedule-2 (in Figure)	Service Charge Rate in in Words
	Service Charge for running and maintenance of three number BHEL Transit Flats No. 11/22, 11/23 and 11/24 at Golf Green Multistoried Apartment Association, ONGC Apartment, 18/2, Uday Sankar Sarani, Kolkata – 700095 for a period of Twenty Four (24) Months (Inclusive of all taxes but Excluding GST & applicable cess)	Activity Unit	1		

Note	Please note the following Reimbursable and non-Reimbursable Cost while quoting your rate		
SCC Clause No.	Non Reimbursable Cost	SCC Clause No.	Reimbursable Cost
3.5.3	Cost of uniform	5.1	wages of 02 nos USW and 01 No.SSW workers plus applicable GST
3.6.26	Cost of consumables	5.4	Various other maintenance cost plus applicable GST
3.7.1	Cost of welcome toiletries/bath kit		
3.7.2	Cost of Newspapers		
3.8.1 to 3.8.3	Cost of laundry service		
4.1.2	Cost of utensils and kitchen gadgets		
4.1.3	Cost of Flower Vases and Flowers		
4.20	Cost of tools and tackles		
4.1.5	Cost of fuels and other administrative cost		
4.23.7	Cost of Group Personal Accidents Policy		
4.23.8	Cost of Medical tests		
5.1.13	Wages of supervisor		

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PRICE SCHEDULE			
(SCHEDULE-2)			
	1st Year Calculation		
A	STRENGTH	USW- 2 nos	Cook-01 no.
S.N.	DESCRIPTION	USW	SSW
1	MINIMUM WAGE INCL VDA (Rate-Jul 2019)	8177.00	8995.00
2	Appreciation increment @4% on SI no.1 (applicable 02 year onwards)	0.00	0.00
3	<b>SUB TOTAL</b>	<b>8177.00</b>	<b>8995.00</b>
4	SPECIAL PAY @ 30% on SI.No.3	2453.10	2698.50
5	HRA @ 5% ON SL NO.3	408.85	449.75
6	Provident Fund 12% ON SL NO.3	981.24	1079.40
7	EDLI CHARGES @ 1% ON SL NO.3	81.77	89.95
8	ESI @ 3.25% ON SL NO. 3, 4 & 5	358.77	394.66
9	<b>SUB-TOTAL (MONTHLY) PER LABOUR</b>	<b>12460.73</b>	<b>13707.26</b>
10	<b>FOR 1st YRS COST SL.NO.9 X 12 MONTHS</b>	<b>149528.71</b>	<b>164487.07</b>
11	Bonus/Exgratia Minimum @12%on SI.no.3 for 12 months	11774.88	12952.80
12	Leave Salary around @31 Days per year (Total 365 Days Minus 52 nos. weekly off=313 days divided by 10 working days) which payable at the end each year of the contract on SI.no. 3	9749.50	10724.81
13	Contract Closing Benefit @15 Days per year (i.e @ 4.81% approx on SI.No.3) for Months payable at the end of the contract	0.00	0.00
14	<b>1st Year Wage Liability (SI No. 10+11+12+13) FOR 1 USW &amp; 1 SSW</b>	<b>171053.09</b>	<b>188164.68</b>
15	<b>1st Year Wage Liability (SI No.14 x2 &amp; SI.no. 14 X 1) FOR 2 USW &amp; 1 SSW RESPECTIVELY</b>	<b>342106.18</b>	<b>188164.68</b>
16	<b>SUM TOTAL OF FACTORS IN SL NO.15</b>	<b>530270.86</b>	

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फोन/Phone : बोर्ड/EPABX : 23398220



	2nd Year Calculation		
<b>B</b>	STRENGTH	USW- 2 nos	Cook-01 no.
S.N.	DESCRIPTION	USW	SSW
16	MINIMUM WAGE INCL VDA (Rate-Jul 2019)	8177.00	8995.00
17	Appreciation increment @4% on SI no.1 (applicable 02 year onwards)	327.08	359.80
18	<b>SUB TOTAL</b>	<b>8504.08</b>	<b>9354.80</b>
19	SPECIAL PAY @ 30% on SI.No.18	2551.22	2806.44
20	HRA @ 5% ON SL NO.18	425.20	467.74
21	Provident Fund 12% ON SL NO.18	1020.49	1122.58
22	EDLI CHARGES @ 1% ON SL NO.18	85.04	93.55
23	ESI @ 3.25% ON SL NO. 3, 4 & 5	373.12	410.44
24	<b>SUB-TOTAL (MONTHLY) PER LABOUR</b>	<b>12959.15</b>	<b>14255.55</b>
25	<b>FOR 2nd YRS COST SL.NO.24 X 12 MONTHS</b>	<b>155509.86</b>	<b>171066.55</b>
26	Bonus/Exgratia Minimum @12%on SI.no.18 for 12 months	12245.88	13470.91
27	Leave Salary around @31 Days per year (Total 365 Days Minus 52 nos. weekly off=313 days divided by 10 working days) which payable at the end each year of the contract on SI.no. 18	10139.48	11153.80
28	Contract Closing Benefit @15 Days per year (i.e @ 4.81% approx on SI.No.18) for 24 Months (1st yr + 2nd yr) payable at the end of the contract	9812.40	10794.00
29	<b>2nd Year Wage Liability (SI No. 25+26+27+28) FOR 1 USW &amp; 1 SSW</b>	<b>187707.61</b>	<b>206485.26</b>
30	<b>2nd Year Wage Liability (SI No.29 x2 &amp; SI.no. 29 X 1) FOR 2 USW &amp; 1 SSW RESPECTIVELY</b>	<b>375415.23</b>	<b>206485.26</b>
31	<b>SUM TOTAL OF FACTORS IN SL NO.30</b>	<b>581900.49</b>	
<b>32</b>	<b>TOTAL WAGE LIABILITIES (1ST YEAR TOTAL + 2 ND YEAR TOTAL) (SI. no.16 + SI. no. 31)</b>	<b>1112171.35</b>	

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**PART-H (FORMS AND PROCEDURES)****PROFORMA OF BANK GUARANTEE (in lieu of CONTRACT EXECUTION/SECURITY DEPOSIT)**

In consideration of the Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at BHEL House, Siri Fort, Asiad, New Delhi – 110049 through its Unit at Bharat Heavy Electricals Limited, Power Sector Eastern Region, BHEL Bhawan, Plot No 9/1, DJ Block, Sector-II, Salt lake City, Kolkata – 700091 having agreed to exempt (Name of the Vendor / Contractor / Supplier) having its registered office at \_\_\_\_\_<sup>1</sup> (hereinafter called the said Contractor which term includes supplier), from demand under the terms and conditions of the Contract reference No. \_\_\_\_\_<sup>2</sup> dated \_\_\_\_\_<sup>2</sup> valued at Rs. ....<sup>2</sup> ( Rupees -----)<sup>2</sup> for <Nature of the Work><sup>3</sup> (hereinafter called the said Contract) of Security Deposit for the due fulfilment by the said contractor of the terms and conditions contained in the said Contract, on production of a Bank Guarantee for Rs. \_\_\_\_\_<sup>4</sup> (Rupees \_\_\_\_\_ only), we \_\_\_\_\_ (indicate the name and address of the Bank) having its Head Office at \_\_\_\_\_ (address of the head Office) (hereinafter referred to as the Bank) at the request of \_\_\_\_\_ [Name of Contractor(s)] do hereby undertake to pay to the Employer an amount not exceeding Rs. \_\_\_\_\_ in the event of any breach by the said Contractor(s) of any of the terms and conditions contained in the said Contract.

We, \_\_\_\_\_ (indicate the name of the Bank), do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Employer. Any such demand made on the bank, shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this guarantee shall be a valid discharge of our liability for payment hereunder and the Contractor(s) shall have no claim against us for making such payment. We, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claim satisfied or discharged or till \_\_\_\_\_<sup>5</sup> or till the office/Department/Division of Bharat Heavy Electricals Limited certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said contractor(s) and also including the satisfactory performance of the equipment during guarantee period and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the \_\_\_\_\_<sup>6</sup>, (3 months more than the present date of validity of Bank Guarantee) we shall be discharged from all the liability under this guarantee thereafter.

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We, \_\_\_\_\_ (indicate the name of the Bank) further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

We, ..... BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....<sup>7</sup>
- b) This Guarantee shall be valid up to .....<sup>8</sup>
- c) Unless the Bank is served a written claim or demand on or before .....<sup>9</sup> (3 months more than the present date of validity of Bank Guarantee) all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We, \_\_\_\_\_ (indicate the name of the Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Any claim or dispute arising under the terms of this document shall only be enforced or settled in the courts of at Kolkata only.

Date \_\_\_\_\_ Day of \_\_\_\_\_

for \_\_\_\_\_ (indicate the name of the Bank)

(Signature of Authorised signatory)

<sup>1</sup> NAME AND ADDRESS OF THE VENDOR / CONTRACTOR / SUPPLIER .

<sup>2</sup> DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

<sup>3</sup> PROJECT/SUPPLY DETAILS

<sup>4</sup> BG AMOUNT IN FIGURES AND WORDS

<sup>5</sup> VALIDITY DATE

<sup>6</sup> DATE OF EXPIRY OF CLAIM PERIOD

<sup>7</sup> BG AMOUNT IN FIGURES AND WORDS.

<sup>8</sup> VALIDITY DATE

<sup>9</sup> DATE OF EXPIRY OF CLAIM PERIOD

**Note:**

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1. Units are advised that expiry of claim period may be kept 2/3 months after validity date.
2. In Case of Bank Guarantees submitted by Foreign Vendors-
  - a. From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India) can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.
  - b. From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)
    - b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank (BHEL's Consortium Bank). It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.
    - b.2 In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.
    - b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). In case, of Foreign Vendors, the BG Format provided to them should clearly specify the same.
    - b.4 The BG should clearly specify that the demand or other document can be presented in electronic form.

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**LIST OF CONSORTIUM BANKS FOR BANK GUARANTEE**

List of Consortium Banks *			
	Nationalised Banks		Nationalised Banks
1	Allahabad bank	19	Vijaya Bank
2	Andhra bank		<b>Public Sector Banks</b>
3	Bank of Baroda	20	IDBI
4	Canara Bank		<b>Foreign banks</b>
5	Corporation bank	21	CITI Bank N.A
6	Central bank	22	Deutsche Bank AG
7	Indian Bank	23	The Hongkong and Shanghai Banking Corporation Limited
8	Indian Oversea Bank	24	Standard Chartered Bank
9	Oriental bank of Commerce	25	J P Morgan
10	Punjab National Bank		
11	Punjab & Sindh Bank		<b>Private banks</b>
12	State Bank of India	26	Axis Bank
13	State Bank of Hyderabad	27	The Federal Bank Limited
14	Syndicate Bank	28	HDFC
15	State Bank of Travancore	29	Kotak Mahindra Bank
16	UCO Bank	30	ICICI
17	Union Bank of India	31	Indusind Bank
18	United Bank of India	32	Yes Bank

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**RTGS FORMAT**

**Form for getting payment through RTGS (Real Time Gross Settlement)**

01. NAME OF VENDOR
02. ADDRESS
03. VENDOR'S BANK A/C NAME
04. VENDOR'S BANK A/C NO.
05. NAME OF BANK
06. NAME OF BRANCH
07. BRANCH PH. NO.
08. CITY
09. IFSC CODE OF THE BRANCH

THE CHARGES IF ANY FOR PAYMENT THROUGH RTGS MAY BE RECOVERED FROM THE BILL SUBMITTED BY US.

SIGNATURE OF AUTHORISED REPRESENTATIVE  
OF VENDOR WITH DATE & SEAL

CONFIRMATION BY BANKER WITH  
OFFICE SEAL

**Note: Incorrect information will create accounting complications and payment  
Will be delayed**

**RTGS DETAILS OF BHEL-PSER FOR NEFT BY  
BIDDER/CONTRACTOR**

Form for getting payment through RTGS (Real Time Gross Settlement)

01. Name of Vendor **BHARAT HEAVY ELECTRICALS LTD.**  
02. Address **~~BHEL~~ BHEL HOUSE, SIRI FORT, N. DELHI**  
03. Vendors Bank A/c Name **BHARAT HEAVY ELECTRICALS LTD.**  
04. Vendors Bank A/c No. **11107800029**  
05. Name of Bank **STATE BANK OF INDIA**  
06. Name of Branch **COMMERCIAL BR., SALT LAKE, SECTOR-V**  
07. Branch Phone No. **KOLKATA**  
**033-23575666**  
08. City **KOLKATA**  
09. IFSC Code of the Branch **SBIN 0004289**

The charges if any for payment through RTGS may be recovered from the Bill submitted by us.

Signature of Authorised  
Representative of Bidder  
**के. के. कोआरी / K. K. Coari**  
**उप महाप्रबंधक (वित्त) / Dy. General Manager (Fin)**  
**बो. एच. ई. एल. : पो. एस. ई. आर. : कोलकाता - 700 091**  
**BHEL: PSER / Kolkata-700 091**

Confirmation by Bank  
with office seal

Note : Incorrect information will create Accounting complications and payment will be delayed

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