

**BHARAT HEAVY ELECTRICALS LIMITED
INDUSTRIAL VALVES PLANT, GOINDWAL
433 INDUSTRIAL COMPLEX, GOINDWAL
TARN TARAN, PUNJAB**

TENDER DOCUMENT

SERVICE CONTRACT FOR CANTEEN RELATED WORKS

Name and Signature of Bidder

Important Dates:

SL.No	Description	Date
01	Sale of Tender Document	02.10.2015(10 AM onwards) from BHEL ,IVP
02	Last date of Sale of Tender Document	22.10.2015(2.00 PM)
03	Last date of Submission of Bid	22.10.2015(3.30 PM)
04	Opening of Techno Commercial Bid	22.10.2015(4.00 PM) at Admin Building

Name and Signature of Bidder

BHEL, IVP, GOINDWAL IS IN THE PROCESS OF FINALIZING THE SERVICE CONTRACT FOR CANTEEN RELATED WORKS. The tender document contains the following documents.

SL.NO	Particulars	Remarks
01	Notice Inviting Tender	Annexure A
02	Work Specifications	Annexure B
03	Qualifying Requirements	Annexure C
04	Instruction to Tenderers	Annexure D
05	Tender Evaluation Criteria	Annexure E
06	Contractor's obligations	Annexure F
07	Other General Terms and Conditions	Annexure G
08	Criteria for measurement of work	Annexure H
09	Technical Bid Application	Annexure I
10	Price Bid	Annexure J
11	Tentative Menu	Annexure - K
12	Proposed Manpower to be deployed	Annexure- L

Name and Signature of Bidder

Annexure –A
Notice Inviting Tender

Tender Enquiry No:15-16-HR-CANTEEN-02 Date:23.09.2015

SL.No	Particulars	Description
01	SCOPE OF WORK	Service contract for canteen related works
02	Tender Evaluation Criteria	As per Annexure – E
03	Duration of the Contract	Two years from the date of execution of contract
04	Other specific requirements	As per Tender
05	Address for receipt/issue of Tender Documents	AGM(HR,CIVIL & MM),BHEL,IVP,Goindwal-143422 Distt Tarn Taran, Punjab
06	Earnest Money Deposit	150000/- (One Lakh Fifty Thousand Only)
07	Cost of Tender Document	500/- (Rupees five hundred only)
08	Security Deposit	4 lakhs + 5% exceeding Rs.50 lakhs
09	Estimated Tender Cost	Rs. 74 Lakhs

- **Note: Tender cost:** A set of tender documents (Non-transferable) may be purchased on any working day (Monday to Saturday) between 10.00 AM hours and 16.30 PM from AGM(HR, Civil & MM) , BHEL-IVP, Goindwal by paying the prescribed tender fee of Rs.500/= by cash depositing at cash counter of BHEL,IVP,Goindwal BHEL or a crossed demand draft in favour of BHEL,IVP, Goindwal drawn on SBI,Goindwal/PNB Goindwal/Punjab and Sind bank/HDFC/United Bank of India & Payable at Goindwal
- **Note:** The EMD amount may be deposited in the form of Demand Draft favoring BHEL, IVP, Goindwal and drawn on SBI/PNB/Punjab & Sind Bank Goindwal & Payable at Goindwal only. Other form of Payment is not acceptable and without the EMD the tender will be rejected.
- **Micro and Small Enterprises (MSEs)** are exempted from paying of EMD and Tender document Cost provided they are registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other as per "Micro Small and Medium Enterprises Development Act, 2006". MSE suppliers can avail the intended benefits only if they submit along with offer, attested copies of either EM II certificate having deemed validity (Five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM II certificate along with CA certificate (Format enclosed as per form 17) applicable for the year, certifying quantum of investment in plant and machinery within the permissible limit as per the act for relevant status (Micro or small) where the deemed validity of EM II is over. Date to be reckoned for determining the deemed validity will be the last date of technical bid submission. Non submission of such documents

Name and Signature of Bidder

will lead to consideration of their bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents.

- **Note: Security Deposit:** Security deposit of successful bidder will be as under ,the security deposit of Rs.4. lakhs (Four lakhs only) + 5 % exceeding of contract value of Rs.50 Lakhs will be deposited by the party .

Security Deposit is accepted in any one of the following methods.

- I) Cash(as permissible under the Income Tax Act)
- II) Pay Order, Demand Draft in favour of BHEL,Goindwal
- III) Local cheques of scheduled banks, subject to realization
- IV) Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (certificate should be held in the name of contractor furnishing the security and duly pledged in favour of BHEL,Goindwal and discharged on the back).
- V) Bank Guarantee from Scheduled Banks/Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL, Goindwal duly discharged on the back.
- VI) Fixed deposit receipt issued by Scheduled Banks/Public financial institutions as defined in the companies act .The FDR should be in the name of contractor, A/C BHEL, duly discharged on the back.
- VII) Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50 % of the security deposit should be collected before start of the work and the balance 50% may be recovered from the running bills.
- VIII) EMD of the successful tenderer can be converted and adjusted against the security deposit
- IX) The security deposit shall not carry any interest.

- Failure to pay the security deposit shall be treated as failure to discharge the duties under the contract and shall result in cancellation of the offer of the contract and the bidder shall be liable to compensate the losses if any incurred by BHEL on this account. The security deposit shall be refunded within a reasonable time after the date of expiry of the contract period subject to the contractor carrying out all obligations and operations as required under the contract.

Name and Signature of Bidder

- BHEL reserves the right to appropriate the whole or any part of the amount of the security deposit without prejudice to other claims against the contractor for losses suffered by BHEL due to failures on the part of the contractor or due to termination of contract or contractor becoming disqualified because of liquidation. Such losses, damages, charges, expenses or cost, as assumed by BHEL shall be final and binding the contractor and shall not be called into question
- The contractor may physically visit the work place before quoting the price.
- For relevant details and day today updates regarding the tender may be obtained by visiting the website bhel.com.

I agree to the above terms and condition

Signature of the bidder with seal

Name and Signature of Bidder

Annexure B

Tender Enquiry No:

Date:

Works Specification/Details of Work

The following activities are to be carried out for canteen service on DAILY BASIS. Approximate number of employees/contract workers/guests is taking food per day as per timing mentioned against their category. The input materials like rations, vegetables, utensils, physical premises, cooking gases, electricity and cleaning material are to be provided by BHEL. The bidder/contractor has to prepare the food as per the details mentioned below for normal working days and to serve. The items to be prepared as per the menu mentioned in the annexure –k. The menu is tentative and any changes in menu will be communicated to the bidder in writing from the canteen in charge of BHEL.

Schedule of Meals for Working Days

SL.No	Particulars	Time		Approximate Number of Employees /Workers/Guests to be served	Allowed Variation
		From	To		
01	Breakfast	06.00 AM	06.30 AM	120	+/- 15%
02	Tea With Snacks	06.00 AM	06.30 AM	120	+/- 15%
		10.00 AM	10.30 AM	300	+/- 15%
		2.30 PM	3.00 PM	225	+/- 15%
		5.30 PM	6.00 PM	200	+/- 15%
03	lunch	12.00 PM	1.30 PM	300	+/- 15%
04	Dinner	7.30 PM	8.00 PM	120	+/- 15%

Sunday/Holiday working schedule

SL.No	Particulars	Time		Approximate Number of Employees /Workers/Guests to be served	Allowed Variation
		From	To		
01	Tea and Snacks	8.00 AM	8.30 AM	70	+/- 30%
		12.00 PM	12.30 PM	70	+/- 30%

Name and Signature of Bidder

Apart from the above the bidder has to also carryout following activities for maintaining the canteen premises hygiene and clean.

SL.No	Particulars	Timing		Remarks
01	Sweeping of Canteen Hall & Kitchen are	Daily	Morning & Evening	Kichen hall and canteen hall to be swept neatly and maintained properly
02	Cleaning of Utensils	Daily	Morning, After food	Cleaning & Polish of utensils to be made before serving of food and also to be cleaned and polished after serving of food
03	Cleaning of tables with mild liquid	Daily	Morning, After food	All tables to be cleaned neatly before serving of food and also the tables to be cleaned intermittently during the serving of the food and also after taking of the food the tables should be properly cleaned and the wastages to be put in dustbins.
04	Disinfecting Dishes, Cookware and Utensils	Weekly	Weekly	All utensils like plates, spoons, cookware dishes to be disinfected with recommended chemicals once in a week.

Approximate Number of Workforce to be deployed for Smooth management of the above activities.

SL.No	Activity	Tentative No of Workers to be deployed
<u>01</u>	<u>Breakfast</u>	03
<u>02</u>	<u>Lunch</u>	06
<u>03</u>	<u>Dinner</u>	06
<u>04</u>	<u>Cleaning activity per shift (3 No's)</u>	03
<u>05</u>	<u>Supervision Activity per shift (1 No)</u>	03

Name and Signature of Bidder

Annexure -C

QUALIFYING REQUIREMENTS

The bidder should have following supportive documents for techno commercially qualified.

1. Should have independent ESI code
2. Should have PAN number
3. Should have service tax number
4. Self-certification not been black listed/delisted by any company/organization/govt bodies.
5. Self-Declaration that he should not be guilty by a Court of Law in India for any offence Involving fraud, dishonesty and moral turpitude.
6. Documentary proof in support of above eligibility criteria along with EMD shall be submitted along with Techno Commercial Bid at Annexure
7. Average Annual financial turnover during the last 3 years, ending 31st March of 2015 should be at least 30% of the estimated cost. If average annual financial turnover of last three years not submitted by the party, the annual turnover (FY 2014-15) will be taken in to consideration by doing one third. For annual turn over the party has to submit the P/L account of last three years and audited balance sheet of last three years.

8. Experience:

Experience of having successfully completed works/service contract during last 7 Years ending 31.03.2015.

Three completed works each costing not less than the amount equal to 40% of the estimated cost.

OR

Two completed works each costing not less than the amount equal to 50% of the estimated cost.

OR

One completed work, each costing not less than the amount equal to 80% of the estimated cost
Documentary proof (Execution Certificate) for the experience to be submitted along with Technical Bid. In case of experience in Private Sector relevant TDS Certificate/form 16/form 26AS must be attached as evidence.

I /we agree
Seal of the bidder

Name and Signature of Bidder

Annexure –D

INSTRUCTIONS TO TENDERERS

Above tender is in three Bid System (Techno Commercial Bid, EMD & Price/ Rate Bid).

1. The tender is to be submitted in three parts viz. (1) Techno Commercial bid (2) EMD and (3) is Price/rate bid. The Technical Bid Application (Annexure - I) and its enclosures (along with the Contractor's Obligations, General Terms & Conditions and copies of qualifying requirements) must be submitted in one sealed envelope super scribed as "Tender for Service contract for canteen related works. TECHNOCOMMERCIAL BID". THE EMD amount may be put in 2nd envelope super scribing as Part –II (EMD/Cost) of Tender Document or Documents required as per qualifying requirements must be enclosed. The third envelope duly sealed should contain the price bid (Annexure-J) only super scribed as "(Name of Work) Service contract for canteen related works. PRICE BID"(Part –III). Any other enclosures, which the tenderer wishes to submit, must be enclosed with the Technical Bid only. The price bid envelope should contain the rates only. Offers not in line with the above procedure or quoted in any other format is liable to be rejected.

2. All the three sealed Bids technical bid (Part-I),EMD – Part-II and Price bid-Part-III must be again sent in a single envelope duly sealed and super scribed as "TENDER FOR TENDER NODATE:DUE DATE OF OPENING.....The same should be dropped in the tender box kept in the SECURITY gate of Administrative Building, BHEL, Goindwal, within the specified date and time by the representative of the tenderer or may be sent to

AGM(HR,CIVIL & MM),BHEL,IVP,433 Industrial Complex,

Goindwal,Tarn Taran,Punjab,Pin-143422

through courier/post/speed post or in Person. Any postal/courier delay is the sole responsibility of the bidder.

Important Contact Nos.: 01859-224621,622,623 Email ids: vishal@bhelivp.in, mkm@bhelivp.in

3. All tenderers can witness the opening of the technical bid .After evaluation of the tender bid

Name and Signature of Bidder

which may involve visit to the tender's clients place by authorized officials, Price bid of only those tenderers who are technically qualify found suitable will be opened on subsequent date which will be informed to the concerned whose technical bid has been accepted, in advance for witnessing the price bid opening.

4. All entries in the tender documents should be in one ink. Corrections, overwriting, cutting etc. will not be permitted. All the columns in the tender form should be filled without leaving blank in any page of tender and all the pages must be duly signed and stamped by the tenderer before submission.

5. The price / rate should be quoted in figures as well as in words. Price quoted in Price Bid shall be inclusive all statutory requirements/liabilities like PF/ESI/Bonus/Min. wages etc. However service Tax shall be payable extra as applicable but the bidder has to indicate the percentage of service tax in the respective column mentioned in the price bid..

6. The rate quoted will be valid for the period of contract.

7. The contract will commence on the date as applicable against the contract and shall be valid as per the validity period of the contract i.e. 2 years. The contract can be extended further period of one year on mutually agreement on same terms and conditions.

8. BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance 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. In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit „online sealed bid“ in the Reverse Auction. Non- submission of „online sealed bid“ by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per *extant guidelines in vogue.*”*The terms and conditions of the reverse auction are given below.*

Terms & Conditions of Reverse Auction

Name and Signature of Bidder

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., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

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 Compliance form 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, Service Tax for Services 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 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

Name and Signature of Bidder

Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.

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.

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.

The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.

In case BHEL decides to go for reverse auction, the H1 bidder(s) (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

I/We Agree with the above

Seal of the Bidder

Name and Signature of Bidder

Annexure-E

TENDER EVALUATION CRITERIA

The evaluation of the Tender will be carried out as follows:

The contractor shall be awarded the work on over all L-1 basis if otherwise not specified in the tender.

**I/we agree to the above
Seal of the Bidder**

Name and Signature of Bidder

Annexure –F
CONTRACTOR’S OBLIGATIONS

1. CONTRACTUAL

Towards selection, control and supervision of employees

1. Contractor shall decide the number of employees to be deployed for execution of the work awarded to him and he or his authorized representative will be solely entitled to instruct such workers about the manner of carrying out the work as per the prescribed specifications and quality plan.

b) Contractor shall supervise the work allotted to him and to be carried out by his employees.

c) Contractor to ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc. acceptable to concerned department.

d) Contractor to maintain appropriate records of his employees deployed to carry out the job(s). Contractor shall maintain neatly written, complete and legible registers, records, reports and returns for inspection by various authorities at short notice.

e) Contractor shall ensure Personal Accident Insurance (24x7) policy of Contract Workers from (from nationalized insurance company). The coverage shall be of Rs. 5 lakhs per individual. The coverage shall be of 24 Hrs. (Accidental Death cover). The sum assured (Rs. 5 lakhs) shall become payable to the nominee in the event of death of insured person. In the event of death of any contract worker deployed by the contractor without proper insurance cover, the contractor shall be liable to pay Rs. 5 lakhs to the nominee/ legal heir of such deceased contract worker.

f) Contractor will ensure that the job is executed through his employees on his rolls and under no circumstances the contractor will deploy any casual employee to carry out the job nor shall sub-contract the job without prior written permission.

g) Contractor will keep watch on his employees and he will be liable for any pilferage / loss to BHEL due to acts of omission and commission by his employees. Similarly, liability for any compensation to outsiders on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with him.

h) The contractor has to provide to his workers uniform (lower dark blue & upper light blue,) shoes, cap & uniform stitching charges. The uniform should have logo of the contractor's firm/ company which shall be affixed by the contract labour on the left side of his pocket. The uniform shall be kept in neat, tidy and wearable condition. The cost of uniform, shoe, caps has to be borne by the contractor. Minimum wages payment to be ensured for its employees. Any increase in minimum wages shall be ensured by the contractor.

Name and Signature of Bidder

i) Contractor to ensure that all precautions are taken for safety of his employees and equipment's.

J) In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees from the establishment of BHEL. In case contractor decides to terminate services of his employees, he should settle all terminal dues required.

K) Contractor shall within 5 days of commencement/completion of work order submit Form VI-A to RLC office. The first & final bill shall be processed only on clearance regarding submission of Form VI-A & VI-B by contractor.

B) Towards supply of tools, tackles and materials

a) Contractor has to make arrangement for timely availability of his manpower for carrying out the allotted work as per scope of work mentioned .if the contractor wants to provide any specialized tools to his deployed manpower may be provided by his own cost.

b) Contractor shall provide shoe, caps, and personal protective equipment & maintain the same at his own cost which may be required.

c) Contractor shall ensure that his workers wear uniform, shoes, caps and other required safety appliances, apparels / equipment's at the work place otherwise deduction @ of 5% from his monthly bill will be deducted.

C) Towards statutory liability

- As mentioned in the terms and conditions enclosed as Annexure 'G' of this contract.
- Contractor shall indemnify BHEL against all claims by statutory authorities and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
- Contractor shall be responsible for making payment of wages before expiry of 7 days from the last day of wage period (wage period shall be from 1st day of the month to the last date of the month). Minimum wages payment to be ensured for its employees. Any increase in minimum wages shall be ensured by the contractor. Payments to persons employed by the contractor should not be linked with release of payment from BHEL.
- All Wage payments should be done through NEFT and proof of disbursement of wages through bank to be attached with monthly bills, failing which bills shall not be processed for payment.
- Contractor to obtain license under the provisions of CL(R&A) Act.
- Salary slips to be provided to all persons employed for every month

Name and Signature of Bidder

D) Towards Finance

Contractor to arrange his own finance for carrying out the job and payment to his manpower deployed timely i.e. on or before 7th of every month .Payment of wages has to be ensured as rates mentioned in the price bid. Other statutory compliances has to be complied as per the details mentioned in the tender document. The delay of payment to manpower deployed by the contractor should not be link with the release of payment by BHEL.

Name and Signature of Bidder

Annexure -G

Tender Enquiry No:

Date:

GENERAL TERMS & CONDITIONS FOR CONTRACTORS FOR DEPLOYMENT OF CONTRACT LABOURS UNDER SERVICE / WORKS CONTRACT.

1. LABOUR LICENCE AND OTHER REQUIREMENTS:-

1.0 Contractor should possess Labour license in case of contractors working in BHEL, IVP and deploying 20 or more labours on any day, from the Appropriate Government (Central Govt.) for carrying out the various activities mentioned in the contract document.

1.1 The contractor shall deploy such number of workers in the premises of BHEL, Goindwal, as required for completion of the contract. The workers such deployed shall be his own workers.

1.2 In case the number of labour deployed by the contractor in premises of BHEL Goindwal exceeds the number of labour allowed in the licence then the contractor shall immediately inform the HR and concerned department. The contractor shall also apply to the licensing officer in the region for amendment in the licence within 7 days of exceeding the number of labours mentioned in the licence.

1.3 Labour licence and other requirement in case of contractors NOT working in BHEL, IVP or has less than 20 workers on his rolls.

1.3.A. The contractor should possess valid labour licence issued by any licensing authority if he has deployed 20 or more workers in any organization.

1.3.B. After being eligible to apply as above, if the contractor is awarded the contract then he should apply for form –V from BHEL to obtain labour licence from appropriate government and submit the same within one month from the date of award of the contract. Till then award will be treated as provisional.

1.4 The contractor shall also have to submit copy of PAN card and last IT return.

1.5 The contractor must possess Service Tax Registration number under relevant code head.

1.6 The contractor should possess VAT/TIN Number if material is supplied/consumed. The contractor should not be disqualified from bidding in case the contractor does not have TIN No. However, he shall have to produce TIN No. before opening of Price bid.

Name and Signature of Bidder

1.7 Stamp Duty: Contractor should deposit stamp duty, before start of the contract,

On security deposit as per Stamp Duty Act.

1.8 Party has to sign non-disclosure agreement with BHEL.

2.0 APPOINTMENT AND ENTRY IN FACTORY PREMISES:

2.1 The contractor shall submit the following to HR, contracting department and Security department

(a) The details of the worker proposed to be deployed in Annexure-L.

(b) Character certificate of worker deployed, issued by District Magistrate's Office or Proof of remittance of fees for character certificate at District Magistrate's Office. Further he should submit the character certificate within 60 days failing which he will be discontinued.

(c) Copy of employment card issued to worker by contractor to his own worker. Annexure - M

2.2. Submission of documents as in para 2.3, the contractor shall issue photo identity card to the labour and submit to HR department. This identity card shall be forwarded by HR department to Security Department which shall then authorize the labour to enter the factory premises initially for a period of one month.

2.3 The photo identity card shall have to be revalidated every three month on last working day of the month or any other date fixed to do so. In absence of such revalidation, duly forwarded by HR department, Security shall not allow any labour to enter the premises of BHEL Goindwal.

2.4 The contractor shall maintain a register of persons employed by him in the format prescribed under Rule 75 of Contract Labour (R&A) Central Rules.

3.0 BILLS PAYMENT, ATTENDANCE AND PAYMENT OF WAGES

3.1 The contractor shall pay minimum wages as applicable of the Punjab Government and in addition to minimum wages paid by BHEL per month shall also paid by the contractor to the manpower deployed for the allotted works. This additional amount will also attract all statutory deduction and payments.

3.2 The contractor shall submit bills to the contracting department on or before 8th of each month.

3.3 The contractor's bills should be accompanied with the following.

a) The contractor should maintain attendance register by recording daily attendance duly signed by both contractor & contract worker.

Name and Signature of Bidder

- b) Copy of Measurement Book entries/Statement of work done by the Contractor
- c) Statement of Minimum Wages of labours deployed by him under the Service contract, PF/ESI no., statutory deductions etc., in the format as in Annexure IV annexed to these terms and conditions. (Form XVII of Contract Labour (R&A) Rules
- d) PF and ESI challans for previous month- separate for concerned Service contract. Print of online challan along with ECR/Contribution History of contributing contract workers for PF/ESI duly certified by the contractor.
- e) Wage payment sheet for the bill period as per annexure IV.
- f) Copy of Form-5 and Form-10 (PF monthly returns) submitted by contractor to RPFC for billing month.
- g) Copy of Form 12A-regarding PF remittance
- h) List of CL covered under accident insurance policy
- i) Statement of material supplied by the contractor if any
- j) Copy of Labour Licence if increase in no. of labours deployed against Work Order if applicable.
- k) Copy of Challan of previous service tax paid
- l) Proof of Personal Accident Insurance Policy along with bill

3.4 The executing department shall pass the bills of the contractor, after thorough checking, along with requisite documents the bill in original and Service Tax

Challan & as in para 3.3 above forward them to Finance through HR department latest by on or before 9th Day of the following month.

3.5 After checking the Labour Laws compliances with respect to the concerned service contract HR department, after retaining copies of PF and ESI Challans and wage payment sheet pertaining to current month, will forward the bill along with requisite documents (the bill in original and Service Tax Challan) to finance department. Finance department shall process the bill & make payment make payment as per contract within 15 days of time..

3.6 Finance department shall, on satisfactory compliance, and after deduction on account of Security deposit amount and TDS will make payment to the contractor within 10 days of submission of clean bill by the contractor.

3.7 The contractor shall issue pay slips to his workers, for the month deployed for undertaking activities under the Service contract, at least a day prior to disbursement of wages.

Name and Signature of Bidder

3.8 The contractor shall make payment to his own labours/contract workers before the expiry of the 7th day after the last day of the wage period in respect of which wages are payable.

The payment of wages to the workers shall not be subject to payment against the bills by BHEL.

3.9 The contractor shall remit the cheques favouring RPFC and ESI Amritsar with the

Appropriate banks with such period as stipulated under relevant provisions. Last date for remittance of PF is 15th and that in case of ESI is 21st of each month.

3.10 The contractor shall make payment of wages to his workers on due date in presence of an authorized representative of contracting department or directly to the account of the workers engaged by them. A copy of payment may be submitted to the contracting agency for record purpose. The authorized representative shall retain a copy of wage payment sheet with him.

3.11 In cases where the payment to the contractor is due only after completion of work and the payment is not made monthly then the contractor shall have to produce documents as enumerated in para 3.3 above, in respect of all workers deployed by him against the contract, for each month separately, along with final bills.

4.0 Provident Fund

4.1 The contractor should get independent EPF code before deployment of his contract worker against work contract.

4-2 The Contractor should allot PF account number and get the nomination form, duly filled in, from each worker deployed by him at the time of joining.

4-3 In case the worker already has PF/pension account number, allotted to him, previously, then the contractor shall get the transfer form filled up at the time of joining and send to the office of concerned Regional Provident Fund Commissioner.

4-4 After termination of contract the contractor shall provide due assistance to the labour for withdrawal of PF/pension amount, when due.

4.5 The Contractor shall liaison with the PF officials to get the annual PF slips and distribute amongst his own workers. Security deposit shall be released only after submission of PF slips of workers.

4.6: PF contribution: The contractor has to deposit the PF contribution in allotted PF code (Employee and employer contribution and a proof of deposit (Previous month) has to be given in monthly bill for record purpose. Any changes in PF provision in future will be applicable and borne by the contractor. The present rate of PF contribution is given below.

Employee contribution	Employer Contribution
-----------------------	-----------------------

Name and Signature of Bidder

12% of Normal wages paid	PF Contribution (3.67 %)
	Inspection /admin charges (.85 %)
	Admn/Inspection charges (0.01 %)
	Pension fund (8.33 %)
	EDLI charges (0.5 %)

* Present eligibility criteria of wages for PF is Rs.15000/-Any changes in PF provisions in future will be borne by the contractor and the same shall be applicable.

4.7 The Contractor shall submit annual returns in Form-6A and Form 3A, prescribed under statutory EPF scheme, 1952, in respect of each worker deployed by him with a copy to HR.

5.0 Employees State Insurance

1. The Contractor should allot ESI account number and get the nomination form, duly filled in, from each labour deployed by him at the time of joining.

2. At the time of joining the contractor shall get the self/family registration form filled by the workers and submit to the local ESI office.

3. The contractor shall facilitate collection of issued ESI cards by his worker.

5.4 ESI CONTRIBUTION The contractor has to deposit the ESI contribution both Employee and Employer in the ESI code and a copy of ESI deposit (Previous Month) may be given in every monthly bills for record purpose. Any changes in ESI contribution provision in future will be applicable and borne by the contractor.ESI contribution as given below.

Employee's Contribution	Employer Contribution
1.75 % of gross wage	4.75 % of gross wages

* The existing wage limit for coverage under the Act is Rs. 15,000/- per month (w.e.f. 01/05/2010).

Any change in ESI provision in future will be applicable and borne by the contractor.

5.5 The Contractor shall submit annual returns in Form-6 prescribed under ESI Act, deployed by him with a copy to HR and finance department

5.6 The Contractor shall produce the following Registers and forms as per Contract Labour (R & A) Rules 1971 for verification by the Executing Officer of the company:-

(a)Form XII - Register of contractors (Rule74)

Name and Signature of Bidder

- (b)Form XIII - Register of Workmen employed by contractor (Rule 75)
- (c)Form XIV - Employment Card issued by contractor (Rule 76)
- (d)Form XVI - Muster Roll 78(1) (a) (i)
- (e)Form XVII - Register of Wages (Rule 78 (1) (a) (i))
- (f)Form XVIII - Register of wages-cum Muster Roll (in case of weekly Payment)
- (g)Form XIX - Wage Slip (Rule 78)(1) (b)
- (h)Form XX - Register of deduction for damages of loss (Rule (78)(1) (a) (ii))
- (i)Form XXI - Register of fines (Rule 78) (1) (a) (ii)
- (j)Form XXII - Register of advance (Rule 78) (1) (a) (ii)
- (k)Form XXIII - Register of overtime (Rule 78) (1) (a) (iii)
- (l)Form XXIV - Return to be sent by the contractor to licensing officer (Rule 82)

5.7 Contractor shall fully comply provisions of various applicable labour laws and all other enactments as applicable for such contracts.

6.0 Bonus

The contractor shall be liable to pay statutory bonus under payment of Bonus Act, 1965. and submit proof of disbursement along with received copy of Form-D to L.E.O Office. The present criteria for bonus is Rs.10000/- and calculation of wages for bonus is Rs.3500 per month. Any changes in Bonus provision in future will be applicable on contractor and shall be borne by contractor.

7.0 Discipline

7.1The Contractor shall be responsible for the discipline of his own labours deployed under the service contract. In case of any loss to the BHEL Goindwal on account of indiscipline of contract labour then such loss shall be assessed and recovered from the running bills of the contractor or from the security deposit.

7.2The contractor shall not employ any person who has not completed his

18 years of age and person who has attained 60 years of age.

7.3 The contractor, on advice of authorized BHEL official, shall immediately remove any person employed by him, who may in the opinion of such authorized BHEL official is involved in misconduct. Such person shall not be re-employed by the contractor without prior permission.

Name and Signature of Bidder

8.0 LEAVE WITH WAGES TO CONTRACT LABOUR :-

As per Punjab factory Rules 1952 should be strictly observed with regard to crediting /availment of leave. Register as prescribed under the said rules should be maintained by the contractor.

9.0 INDEMNITY BOND/COMPLIANCE OF LEGAL PROVISION

9.1 BHEL Goindwal shall not be liable for any compensation whatsoever in the case of accident / injury to the person employed by the contractor coming in the premises of BHEL Goindwal. Contractor shall pay all claims / compensation / damages / penalty / fine or any amount payable to the individual / authorities payable due to accident / injury to the person employed by the Contractor.

9.2 That BHEL- Goindwal will not, in any manner be responsible for any act, omission or commission of the workers engaged by contractor and no claim in this respect will lie against BHEL-Goindwal . If any such claim is made against BHEL-Goindwal by any worker or his heirs engaged/employed by the contractor, which BHEL-Goindwal is obliged to discharge by virtue of any statute or any provision of law and rules due to mere fact of the workers of the contractor working at BHEL- Goindwal premises or otherwise, the contractor will be liable to indemnify/reimburse BHEL- Goindwal all the money paid in addition to the expenses incurred by him. The contractor must indemnify and keep indemnified BHEL-Goindwal against all losses and claims for injuries or damage to any person or property whatsoever which may arise of or in course of the operation of the contract and against all claims, demands, proceedings, damages, cost, charges and expenses whatsoever in respect of contingencies depicted herein shall be deemed as expected risk.

9.3 The Contractor has to make an agreement with BHEL in the format prescribed only on Rs. 100/- Non-Judicial Stamp Paper.

10.0 OTHER GENERAL TERMS AND CONDITIONS:-

10.1 Legal compliance

The contractor will comply with all the provisions regarding licensing, welfare and health, procedures, maintenance of various records and registers etc., as provided under the contract Labour (Regulation & abolition) Act 1970, rules amendments, orders, notifications there under issued by the Appropriate Government from time to time. For non-compliance of any provisions, statutory compliance under law, the contractor shall be responsible for penalties levied by the appropriate authority under the Act. The contractor shall also be liable to comply with all other Labour and Industrial Laws and such other acts and Statutes (including Factories Act, Payment of Bonus Act, minimum wages Act, etc.,). Depositing of ESI, PF contribution as may be applicable is the responsibility of the contractor. For any default in compliance, the contractor shall be held responsible.

Name and Signature of Bidder

10.2 The work shall be supervised by the contractor or through the authorized representatives on day to day basis.

10.3 The Contractor shall compensate BHEL for any loss or damage to the plant/property, material of BHEL due to his workmen/representatives' negligence or otherwise during execution of work.

10.4 In the event of contractor abandoning the work or BHEL revoking the contract BHEL shall have a right to get incomplete work completed at contractor's risk and cost. BHEL shall have a right to terminate the contract at any time without assigning any reason thereof.

10.5 Security deposit will be released on submission of following certificates from departments mentioned as under: Completion of work and certification of payment of minimum wages to contract labourers from contracting department..

- Certificate of compliance of labour laws from HR department.
- Certificate of payment of Bonus by Contracting and HR Department
- No dues certificate from contractor regarding Service Tax payment & any other dues liable to remitted by contractor under Financial Laws to Finance department.
- In case of non-satisfactory performance of the contract, BHEL shall have a right of forfeiting the security deposit. In case of any dispute decision of concerned Head of the Department will be final.

10.6. **FRAUD Prevention Policy:**

The Bidder along with its associates/collaborators/sub-contractors/sub-vendors/consultants/service providers shall strictly adhere to BHEL's Fraud Prevention Policy displayed on BHEL Website 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"

11.0 **SETTLEMENT OF DISPUTE/JURISDICTION/ARBITRATION ETC. :-**

BHEL Reserve the following rights:-

To evaluate the bid as per BHEL policy and Govt. guidelines including CVC / Vigilance guidelines by the tender committee duly constituted by BHEL Management. The decision of BHEL, Goindwal Management or Tender committee duly approved by competent authority shall be final and binding to bidder.

11.1 CONFIDENTIALITY

The parties agree & acknowledge that in the course of their discussions and interaction, BHEL may disclose information of confidential proprietary nature relating to its business, products, know-how, technology, customers, employees and financial to the contractor. Such information shall be considered as confidential. The contract agrees to keep it confidential & secret at all times and not directly or

Name and Signature of Bidder

indirectly disclose to any party other than its employees and authorized personnel's strictly on a need know basis, without the prior written permission of BHEL.

11.2() TERMINATION

BHEL reserves the right to terminate contract awarded for any contravention of statutory provision or any other reasons without assigning any explanation or notice to the contractor. If the contractor wants to discontinue the contract whatever reasons may be, may serve one notice of 3 months prior to do so in writing to the Tendering agency.

11.2(B) SUSPENSION

BHEL reserves the right to suspend performance of any or all of its obligations under the contract. Such notice shall specify the obligation of which performance is to be suspended, the effective date of the suspension and the reasons therefore. The Contractor shall thereupon suspend performance of such obligations until ordered in writing to resume such performance by the same authority that ordered for suspension.

11.3 JURISDICTION

Any matter of dispute arising out of or in connection with this contract shall be under jurisdiction of Goindwal Court only.

11.4 ARBITRATION:-

All disputes arising in connection with the contract shall be settled by mutual consultation. If no agreement is reached the dispute shall be settled in accordance with Arbitration and conciliation Act, 1996 and the rules made there under. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of the unit (BHEL Goindwal).

The award of the arbitrator shall be final and binding on both the parties. The venue of the Arbitration shall be at Goindwal in India. The Award to be given by the Arbitration shall be a speaking award. All questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of Goindwal court.

I/We agree to the above

Signature and Seal of bidder

Name and Signature of Bidder

Annexure -H

MEASUREMENT OF WORK AND PAYMENTS THEREOF.

1. The designated officer of the Unit will periodically inspect the Work being provided by the contractor and find out deficiencies. The contractor shall rectify the same immediately to the satisfaction of the designated officer.
2. Payment towards work satisfactorily executed will be made to the contractor on the basis of following:

SL.No	Date	Particulars	No of Meals Served(Both Figure and Words)	Attendance Sheet/supportive document
01		Breakfast		
02		Lunch		
03		Dinner		

Note: The representative of the contractor has to make two sheets of the above format on daily basis in original and get the signature form BHEL representative and handover one copy to BHEL canteen in charge and keep one copy with him for billing purpose.

Signature of the representatives of contractor/Supervisor

Signature of the Supervisor/BHEL

Signature of Canteen in charge

I/We agree to the above
Signature and Seal of bidder

Name and Signature of Bidder

Annexure -I

PROFORMA FOR SUBMITTING TECHNICAL BID FOR SERVICE CONTRACT FOR CANTEEN RELATED WORKS

1. Name of the firm:

2. Name of the Proprietor:

3. Registration Number if any:

4. Address and Contact Numbers :

5. Labour Licence Number:.....

6. PF code Number :.....

7. ESI code Number:.....

8. PAN number:.....

(2) Income Tax return last 3 yrs.: Enclosed / Not Enclosed (Essential)

9. Service Tax Number (PAN Based):.....

10. Exeperience certificate:

11. No. of Workers including Supervisors :.....

on the rolls of the firm

12. Earnest Money Deposit :Rs.

a) D.D. Number & Date : Date

b) Drawn on (Bank) :

13. Any other relevant information :

14. Tender Cost :Rs.

D.D.No. :

15. Validity of offer : 90 days from the date of tender Opening.

Name and Signature of Bidder

16. Blank Price bid format :Enclosed/Not Enclosed

We will fulfill all the obligations of the contractor and abide by the Terms & Conditions mentioned in the enquiry.

Signature with Name & Office Seal

Date:

NOTE: TECHNICAL BID (Part-I), EMD (Part-II) AND PRICE BID (Part-III) SHOULD BE SUBMITTED IN SEPARATE SEALED ENVELOPS. IN CASE THE BIDS ARE FOUND IN ONE SINGAL ENVELOPE THEN THE "BIDS" ARE LIABLE TO BE REJECTED.

NOTE: The bidder has to sign the no deviation certificate in the mentioned format and submit along with the Technical Bid Part-I.

I/We agree to the above

Signature and Seal of bidder

Form No: F-04

Name and Signature of Bidder

NO DEVIATION CERTIFICATE

To,

AGM,
Head/ HR, Civil & MM
BHEL_IVP, Goindwal Sahib
Distt. Tarn-Taran, Punjab

Dear Sir,

Sub : No Deviation Certificate

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

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

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

We further confirm our unqualified acceptance to all Terms and Conditions, unqualified compliance to Tender Conditions.

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

Thanking you,

Name and Signature of Bidder

Annexure -J

Price Bid

(1) Name of the Firm:

(2) Address of the Firm:.....

(3) Contact numbers of the firm/Contact Person:.....

I/We are offering the best competitive price for providing canteen service on Job Contract basis.

SL.No	Particulars	Unit	Quoted Price per unit in Rs. (in Figure)	Quoted Price per unit in Rs.(in words)
A	Rate for Service on Working Day	Per Day		
B	Rate for Service on Non-Working Day(Sunday/Holiday)	Per Day		
C	Total Quoted Rate (Considering 26 Working Days and Four Sunday per month) $C=A*26+B*4$	Per Month		
Service Tax @.....%				

L1 Shall be arrived on the basis of Lowest Value of C as calculated above.

The contractor has to quote the service tax & Service tax is extra and payable to the contractor subject to submission of Proof of deposit and claim for the same. The contractor may quote the price by taking into consideration of Minimum wages, future revision of minimum wages, Provident fund contribution, ESI contribution and other miscellaneous expenditures.

The present minimum wages applicable for different category of contract workers are given below.

Instructions:

a) Applicable minimum wages for different category of workers

➤ Skilled category:8514.75

Name and Signature of Bidder

- Semi-Skilled:7627.75
- Unskilled :6847.75

b) Additional component to be paid in addition to minimum wages of Govt of Punjab by BHEL per day as per details given below.

- Skilled category: Rs.2435.25
- Semi-Skilled: Rs.2932.25
- Unskilled : Rs.3032.25

C) (Component A + Component B) = The ceiling of limit of minimum wages to be paid by the bidder is .

- Skilled category: Rs.10960
- Semi-Skilled: Rs.10560
- Unskilled : Rs.9880

If the minimum wages Exceeds the limit mentioned above that has to pay by the contractor. The minimum wages paid by BHEL in addition to the minimum wages of Govt of Punjab will be proportionately reduced to maintain the ceiling limit of mentioned in (c).

If any point of time the minimum wages of Govt of Punjab exceeds the ceiling limit mentioned in (c) the additional component paid by BHEL in addition to the Minimum wages of Punjab will be stopped. The above minimum wages mentioned in column c will attract PF and ESI deduction. The employer contribution in respect of PF & ESI has to be deposited by the party.

Name and Signature of Bidder

I/We agree to the above
Signature and Seal of bidder

Annexure -K

Tender Enquiry No:

Date:

Tentative Menu

Days	Particulars	Menu item	Remarks
Monday	Breakfast	Onion Paratha, Curd ,Tea	
	Lunch	Seasonal vegetable, Dal,Roti,Rice,Salad	
	Dinner	Seasonal vegetable, Dal,Roti,Rice,Salad	
Tuesday	Breakfast	Patato Paratha,Curd,Tea	
	Lunch	Rice,White Channa,Dahi Raita,Roti,Beasan	
	Dinner	Rice,White Channa,Dahi Raita,Roti,Beasan	
Wednesday	Breakfast	Puri, Dum Aloo, tea	
	Lunch	Rajma/Black Channa,Rice,Roti,seasonal Vegetable	
	Dinner	Rajma/Black Channa,Rice,Roti,seasonal Vegetable	
Thursday	Breakfast	Dalia, Tea	
	Lunch	Kadi, Rice,Dal,Roti,Salad	
	Dinner	Kadi, Rice,Dal,Roti,Salad	
Friday	Breakfast	Onion Paratha,Curd,Tea	
	Lunch	Mix veg,Sambar/Dal,Roti,Rice	
	Dinner	Mix veg,Sambar/Dal,Roti,Rice	
Saturday	Breakfast	Patato Paratha,Curd,Tea	
	Lunch	MatarPpaneer,Kheer/Semmeya,Rice,Roti,Salad	
	Dinner	MatarPpaneer,Kheer/Semmeya,Rice,Roti,Salad	
Sunday	Snacks & tea	Bread Pakoda,Tea	

Snacks to be served with Tea except breakfast:

<u>Days</u>	<u>Particulars</u>	<u>Menu item</u>	<u>Remarks</u>
Monday	Snacks	Rusk	To be provided Ready Made by BHEL
Tuesday	Snacks	Mathi	To be prepared
Wednesday	Snacks	Samosa	To be prepared

Name and Signature of Bidder

Thursday	Snacks	Onion/Palak/Aloo/Gobo or Mix Pakoda	To be prepared
Friday	Snacks	Rusk	To be provided Ready Made by BHEL
Saturday	Snacks	Matar/Aloo Banda	To be prepared
Sunday	Snacks	<u>Bread Pakoda</u>	To be prepared

I/We agree to the above

Signature and Seal of bidder

Tender Enquiry No:

Date:

Annexure -L

The details of the workers proposed to be deployed

<u>SL.No</u>	<u>Name</u>	<u>Father's Name</u>	<u>Date of Birth</u>	<u>Address</u>	<u>Name of the Police Station</u>

Name and Signature of Bidder

I/We submitted the above data for information please.

Signature/seal of the Bidder

Name and Signature of Bidder