## **Bharat Heavy Electricals Limited**

(A Govt.of India Undertaking)
High Pressure Boiler Plant, Tiruchirappalli 620 014, India

HRM – CANTEENS



FAX: 91 - (0431) - 2520076 Phone: 0431-2577054 / 2577067

Ref: BHEL:HRM:CANT:CLG:OS:III:.2014-15 Date: 12.11.2014

TO

Sub: Tender documents for Outsourcing of Cleaning and other services in four major Canteens and peripheral Dining Halls of BHEL for a period of one year– Reg.

We are pleased to attach the detailed Tender documents (Tender Ref: BHEL:HRM:CANT:CLG.OS:III:2014-15 dated 12.11.2014) for Outsourcing the Cleaning Services of BHEL Canteens and dining halls, Organic Waste Converter Machine operations, Tea distribution and other services in four major Canteens and other peripheral dining halls of BHEL, Tiruchirappalli – 620 014 for a period of one year from the date of commencement of service by the contractor.

Vendors are requested to go through the Tender documents carefully and thoroughly and submit their offers as detailed below:-

- -The duly filled in **Annexure A** should be placed in one cover (cover No.1) with superscription "**Technical Bid for Outsourcing of Canteen Cleaning Services**".
- -Duly filled in **Annexure B** should be placed in a **separate cover** (cover No.2) with superscription "Price Bid for Outsourcing of Canteen Cleaning Services".
- -DD for EMD should be placed in **another cover** (cover No.3) with superscription "**DD for EMD for Outsourcing of Canteen Cleaning Services**".

All the three covers should be neatly sealed **and placed in one cover with superscription** "Tender for Canteen Cleaning Services' and should be sent by Register post / Speed Post / Courier or submitted in person so as to reach Sr.Manager / HR-Canteens, 24 Building, HRM Department, BHEL Trichy – 620 014 ON OR BEFORE 04/12/2014 at 2.00 PM (14-00 HRS) along with the required enclosures.

A Pre-bid Meeting will be held **on 27/11/2014 at 14.00 hrs**. in the HRM Conference Hall, Ground floor, 24 Bldg., BHEL, Tiruchy-14.

The Technical bid will be opened on 04/12/2014 at 14-30 Hrs. in the presence of tenderers who have responded to this tender. The date and time for price bid opening of those who are successful in the Technical bid will be intimated separately.

For Bharat Heavy Electricals Ltd.,

Enc: Annexure -I, A & B

Sr.Manager / HR-Canteens

Note: All the covers should have the tender No. neatly written on top.

#### Annexure- I

# BHEL:HRM:CANTEENS:TRICHY – 620 014. <u>TENDER DOCUMENTS</u>

Ref: BHEL:HRM:CANT:CLG:OS:III:2014-15 DT: 12.11.2014

TENDER TO BE SUBMITTED FOR OUTSOURCING OF CLEANING SERVICES OF CANTEENS AND DINING HALLS, ORGANIC WASTE CONVERTER (OWC) OPERATIONS, TEA DISTRIBUTION AND OTHER SERVICES IN FOUR MAJOR CANTEENS OF BHEL AND OTHER PERIPHERAL DINING HALLS OF BHEL TRICHY – 14, FOR A PERIOD OF ONE YEAR.

#### **ELIGIBILITY CRITERIA:**

Following are the main eligibility criteria for this contract:

- 1. EMD (Tender without EMD will be summarily rejected.
- 2. Service Tax registration and PAN card documents.
- 3. Contract copy for any manpower contract or similar scope for a single contract value of Rs. 40 Lakhs during the last seven years ending 31<sup>st</sup> October 2014.
- 4. Documents to prove financial soundness of the firm / proprietor / company (in any of the following manner given below) for any of the two consecutive financial years out of four from 2010-11, 2011-12, 2012-13 & 2013-14 (Assessment year 2011-12, 2012-13, 2013-14 or 2014-15)
  - a) Copy of IT acknowledgement (or)
  - b) Actual Profit & Loss balance sheet indicating CA membership number.

If the contractor does not fulfill even any one of the above qualifying criteria his/their offer will not be considered for price bid opening.

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#### I. SCOPE OF WORK.

The Works Contract pertains to Cleaning, Washing and other incidental services in different shifts in the four Main Canteens of BHEL (19, 58, 24 and 18 canteens) and peripheral dining halls, Organic Waste Converter Machine operation, tea distribution at required areas and other services.

The details of works involved are Cleaning of soiled plates & other utensils, Cleaning of cooking equipments, walls and floors of all canteens and Dining Halls, Canteen surroundings, Operation of organic waste converter machine, Distribution of tea at various tea points and also other incidental work that are required in the respective Canteens and Dining Hall services on all working days of the Canteens and also on Sundays and Holidays as required by the respective Head of Canteen.

For smooth and successful execution of the above services, the contractor has to arrange for requisite supervision of all the above works at his cost.

#### **II. TERMS AND CONDITIONS:**

- (a) The Monthly rate quoted should be inclusive of Minimum Wages to the Labourers as applicable under Tamilnadu Govt. Minimum Wages Act as amended from time to time, Additional Wages detailed in clause (b) below, PF, ESI, Bonus, Uniform to contract workmen, Issue of table cleaning towels and all applicable taxes for the work indicated under scope of work mentioned above.
- (b) The outsourcing rate for Cleaning, Washing, OWC operations, tea distribution and incidental services are to be calculated as Works Contract and manpower deployed accordingly for the scope of above said work. The contractor shall pay a minimum additional amount of Rs.3200/- per month to each workman and Rs.3700/- per month to each supervisor employed by him for this work, over and above the Tamil Nadu Govt. minimum wages payable as per Minimum Wages Act as amended from time to time. The additional payment of Rs.3200/- and Rs.3700/- will also attract all statutory payments such as PF, ESI, etc.

(c) Canteen-wise bills for every month shall be prepared by the Contractor on the basis of the Works contract related to manpower and submitted to the Canteen Head for verification and a Canteen-wise register should be maintained by him for this purpose.

- (d) Canteen-wise consolidated statements and bills shall be prepared by the Contractor on the last date of the month and submitted by 1<sup>st</sup> of every succeeding month to the Heads of Canteens for certification and arrangements will be made by the Canteen Accounts for payment by Finance department to the Contractor within 45 days from the date of receipt of the bill.
- (e) The all inclusive Works Contract rate will be constant during the contract period of one Year.
- (f) If necessary, the Contractor may visit BHEL Canteens / Dining Halls with prior notice and seek clarification, if any, to appreciate the requirements of BHEL before offering the most Competitive rate for taking up the works contract of Cleaning, Washing and other services.
- (g) BHEL reserves the right to negotiate or re-float the tender opened if the L1 rate of the works contract is not the lowest acceptable value to BHEL inter-alia other reasons.
- (h) BHEL reserves the right to split the work order. BHEL also reserves the right to negotiate the L1 rate and counter offer the L1 negotiated rate to L2 contractor. If the L2 contractor does not accept the counter offered rate, then the L3, L4 and so on contractors (except H1 vendor) will be counter offered the L1 negotiated rate so as to have minimum two contractors to ensure undisrupted supply by offering the contract in 60:40 ratio (approx.) as below: The Contract for 24 Canteen and 18 Canteen will be treated as 60% and

The Contract for 19 Canteen and 58 Canteen will be treated as 40%.

If no contractor accepts the counter offered L1 negotiated rate, entire quantity of 100% will be ordered on L1 contractor.

(i) If there is any deficiency in agreed services and alternate arrangement is not made immediately, BHEL will make arrangements to meet the exigencies of requirement and deduct the cost and damages involved from the contractor's bills.

#### **III. CONTRACT PERIOD**

The contract period is for one year. Further extension of Contract period (beyond one year) shall be mutually agreed. However, the contract may be terminated due to violations or non-performance of the Contract conditions or deficiency of service by giving one month's notice by BHEL, HRM Canteens. If the contractor terminates from his end, he should also give a minimum of one month's notice in advance.

#### IV. EMD

The EMD for the said work is **Rs. 2,00,000**/- (Rupees One Lakh only) and it should be furnished in the form of **DD** in favour of **BHEL/Trichy-620 014**. One time EMD is also acceptable subject to certification of validity by Finance and approval by AGM/HRM. Offers without EMD will be rejected.

EMD by the Tenderer will be forfeited as per Tender Documents if:

- i) After opening the tender, the tenderer revokes his tender within the validity period or increases his earlier quoted rates.
- ii) The tenderer does not commence the work within the period as per LOI /Contract.

EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of acceptance of award of work by the successful tenderer. EMD shall not carry any interest.

#### **V. SECURITY DEPOSIT**

Security Deposit shall be collected from the successful tenderer. The rate of Security Deposit will be as below:

- Up to Rs. 10 lakhs: 10%
- Above Rs. 10 lakhs up to Rs.50 lakhs: Rs.1 lakh + 7.5% of the amount exceeding Rs. 10 lakhs.
- Above Rs. 50 lakhs: Rs 4 lakhs + 5% of the amount exceeding Rs. 50 lakhs.

The security Deposit shall be collected before start of the work by BHEL. The security deposit can be paid only in the form of DD drawn in favour of BHEL Tiruchi or in the form of bank guarantee of a Scheduled Bank.

The security deposit will be refunded,

- (a) On successful and satisfactory completion of the contract by production of no due certificate from the competent authority and deduction of recoveries of any.
- (b) If the contract is terminated by BHEL due to deficiency of service, after deducting the penal charges as decided by BHEL from the Security Deposit, the balance amount will be paid.
- (c) Security Deposit is not refundable if the contract is terminated by the contractor by giving notice before the stipulated period .

#### **VI. INSURANCE & TAXES**

BHEL will not be liable for any Medical attendance, injury / loss of life of the persons engaged by the contractor during the process of their said contract work services in BHEL . A suitable insurance coverage for them will be arranged by the Contractor at contractor's cost. Deduction of Income Tax at source will be made as per rules. Service Tax should be remitted by the contractor (only 3.09% of claim value) each month in invoice "balance service tax will be paid by BHEL" and proof to be produced with the bill for claiming as per provisions of Act.

#### VII. EMPLOYEES (WORKMEN & SUPERVISORY PERSONNEL)

(a) The contractor shall engage sufficient number of competent employees (say at least 30 persons each for 19, 58 canteens (of whom 2 persons will be supervisory personnel in each canteeen), 73 persons for 24 canteen, its peripheral dining halls and Unit II Canteen (of whom 2 will be supervisory personnel) and 15 persons for 18/SSTP canteen (of whom 1 person will be supervisory personnel) which is indicative of the quantum of job-). To further clarify, payment will be made based on the mandays worked as per the actual attendance. For the estimation purpose of vendors, the tentative mandays required at each canteen per month are furnished below:-

For 24 & Peripheral Dining halls including Unit II Canteen	1977 mandays for each month (including 02 supervisory mandays for each working day)
For 19 canteen	847.5 mandays for each month (including 02 supervisory mandays for each working day)
For 58 Canteen	847.5 mandays for each month (including 02 supervisory mandays for each working day)
For 18 Canteen	456 mandays for each month (including 01 supervisory manday for each working day)

Employees of the Contractor must be above the age of 18 years. The contract workmen shall wear an acceptable uniform & sandak provided by the Contractor to carry out the works contract of cleaning, washing, and other services of BHEL Canteens, and supervision thereof. The uniforms should be provided as follows:-

WORKERS	SUPERVISORS			
PLAIN MAROON PANT AND SHIRT YELLOW	CHECKED SHIRT MAROON & SANDAL			
CAP, SANDAK CHAPPAL	YELLOW CAP, SANDAK CHAPPAL			

Expenses on account of payment of salary / wages / provision of food for the Contractor's employees / Uniform / Personal Protective Equipments, and other benefits including statutory payments like PF, ESI, Holiday wages, Gratuity, Bonus, etc., to the employees engaged by the Contractor shall be borne by the Contractor. An amount of Rs.5/- per person per day is payable as charges towards the food availed by the contract workmen. The contractor shall have full control over his employees including the right to appoint, determine service conditions, discipline, discharge, dismissal etc.

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The contractor shall be solely responsible for any claim arising out of employment or termination of employment of his employees and for statutory payments. Contractor should ensure that his employees follow all rules and regulations related to safety and security. He should issue cleaning towels for his workmen for the purpose of table cleaning.

- (b) The contractor shall employ such personnel who are medically fit. The company has the right to direct the Contractor to remove from the premises such of his personnel who may be physically, hygienically, clinically or medically unfit.
- (c ) Salary for the employees should be paid on or before 10th of every month in the presence of head of respective canteen.
- (d) Daily cleaning status report to be maintained both by the Canteen Head as well as by the Contractor for recording the daily Cleaning status and to note down the deficiency in service, if any. The monthly bill of the contractor will be certified for payment by the respective Canteen Heads based on the above records only.
- (e) The contractor shall comply with the provisions of the Factories Act 1948, Contract labour (regulation and abolition) Act 1970, ESI Act 1948, Workmen Compensation Act 1923, Employees Provident Fund and Miscellaneous Act 1952, Minimum Wages Act 1948, Payment of Wages Act 1936, Payment of Bonus Act 1965, Payment of Gratuity Act 1972, Service Tax Rules, Tamil Nadu Catering Establishment Act, Tamil Nadu Industrial Establishment, (National & Festival Holidays) Act 1958 and the Rules framed thereunder or any other Laws and Rules as may be applicable from time to time in respect of the workers engaged by him. The contractor, when required by BHEL, shall produce the registers and records for verification and comply with other directions issued by the company for compliance of the statutory provisions.
- (f) Disputes or differences arising from this Tender or in any manner connected therewith, our General Manager/HR's decision is final and binding.

The last date and time for receipt of the tender cover with superscription "Tender for Canteen Cleanig Services' (Technical bid, price bid and DD for EMD in three different covers, neatly sealed with suitable superscription on the top of the sealed covers should be placed in one cover) at the Office of the undersigned (address furnished below) is on or before 14.00 hrs of 04.12.2014.

The Tender Box is available at the Canteen Secretariat, HRM, Ground Floor, 24 Bldg.

The technical bids of the Contractors will be evaluated first and only of such contractor who are found suitable will be considered for price bid opening and the successful contractors will be called to attend the price bid opening.

For Bharat Heavy Electricals Ltd.,

Sr.Manager / HR-Canteens Tel NO. 0431-2577054 & 2577067 Ref: BHEL:HRM:CANT:CLG:OS:III:.2014-15 Date: 12.11.2014

## Annexure- 'A'

#### BHEL-TIRUCHY HRM - CANTEENS

### (Technical Bid)

Contractors are required to furnish the following details and declarations for consideration of their offers.

(Tender Ref: BHEL:HRM:CANT:CLG:OS:III:2014-15 dt. 12.11.2014) NAME & ADDRESS OF THE **CONTRACTOR / FIRM: THE DETAILS OF THE CONTRACTOR:** IT PAN NO. PF CODE NO. **ESI CODE NO.** CST NO. TIN / TNGST NO. **SERVICE TAX REGN.NO.** FAX NO. E-MAIL ID **TELEPHONE NO.(LANDLINE)** MOBILE PHONE NO. DD for EMD (Enclosed/Not enclosed) DD Value, No. and date

<u>(Pl.v</u>	(Pl.write 'YES' confirming your acceptance / submission of proof to the following:-					
01	I understand that the workmen and supervisors are to be paid wages not less than the Minimum Wages notified by Tamilnadu Govt. from time to time					
02	I understand that I have to pay an additional amount of Rs.3200 to each contract workman and Rs.3700 for each supervisor per month as per BHEL rules and I undertake to pay the same to my workmen in addition to point No. (01) above					
03	I understand that I have to remit PF and ESI payments regularly for the total wages to be paid under point No. (01) & (02) and I undertake to remit the same every month and produce proof to BHEL every month					
04	I understand that I have to pay Bonus to the employees as per Payment of Bonus Act and I undertake to pay the same to my employees					
05	I understand that I have to arrange for uniforms, chappals and other welfare measures to the employees.					
06	I understand the quantum of work involved for each day as given at Caluse VII (a) of the tender documents.					
07	I understand that I have to quote the monthly value of the contract for all the canteens after adding the total commitments from sl.no.01 to 06 above for the total quantum of job each month.					
08	Service Tax registration and PAN card documents – proof attached					
09	Contract copy for any manpower contract for similar scope for a single contract value of Rs. 40 Lakhs. during the last seven years ending 31st October 2014. – proof attached					
10	Documents to prove financial soundness of the firm / proprietor / company (in any of the following manner given below) for any of the two consecutive financial years out of four from 2010-11, 2011-12, 2012-13 & 2013-14 (Assessment year 2011-12, 2012-13, 2013-14 or 2014-15)  a) Copy of IT acknowledgement (or) b) Actual Profit & Loss balance sheet indicating CA membership number.  -proof attached					

Place:	
Date.	SIGNATURE OF THE AGENCY
	(NAME & ADDRESS WITH SEA)

Note: Signed copy should be attached in the Techno-Commercial Bid.

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ANNEXURE - 'B'

## (Price Bid)

PRICE BID FORMAT FOR WORKS CONTRACT FOR CLEANING AND OTHER SERVICES IN BHEL CANTEENS (Tender Ref: BHEL:HRM:CANT:CLG:OS:III:2014-15 dt. 12.11.2014

(To be filled and sent by Register post / Speed Post / Courier or submitted in person on or before the last date mentioned in the covering letter of the Tender Documents).

We, the quoting Contractor accept all the general terms and conditions in the tender Documents and there is no deviation in the tender clauses and scope of work.

We quote the single all inclusive Works Contract RATE per month as per the Scope of Work and Terms and Conditions furnished in the Works Contract Tender for Cleaning and washing services inclusive of all charges, uniform, sandak etc., and all other applicable Taxes for all the workmen for four Canteens and peripheral dining halls.

We quote the total rate per month taking the following into consideration:-

- ✓ Tamilnadu Govt. Minimum wages payable to the workmen as well as to supervisory personnel as amended from time to time. (BHEL shall be construed as General Engineering and Fabrication Industry under TN Govt. Minimum Wages Rules: Workmen at par with USW and Supervisors at par with Skilled Workmen) plus BHEL additional wages of Rs.3200/- per month per workmen (totally 141 workmen) and Rs.3700/- per month per supervisor (totally 7 supervisors).
- ✓ Provident Fund, ESI and Bonus payable to the workmen and supervisors as per legal provisions. PF,ESI & Bonus are applicable for both TN minimum wages and BHEL addl. Wages.
- ✓ Administrative Expenses such as Uniform, Cleaning towels, Taxes and other Service Charges

Taking into consideration the total amount of wages and the minimum number of mandays required for each canteen for the given quantum of activities under Clause VII (a) of Tender documents, our <u>all inclusive 'Rate per Month'</u> as per the scope of work mentioned in the tender will be as under:-

#### **PRICE:**

For clear	ning, wasl	hing and	other incid	dental s	ervices i	n different shif	ts in the	four
main can	nteens of BH	IEL ( 19,	58, 24 and	18 cant	teens )	and peripheral	dining h	alls,
organic Waste Converter Machine operation, tea distribution at required areas and								
other	services	per	month	(for	4128	mandays)	Rs.	(in
figure			and			Rupees		(in
words)								
other figure	services	per	month and	(for	4128	mandays) Rupees	Rs.	(in (in

**Note:** We are aware of the prevailing Service Tax rules and rates. Service Tax will be remitted as per the Act and claimed in the monthly cleaning contract Bill as per the provisions of the Act applicable from time to time.

We understand that BHEL will split the contract in 60: 40 ratio (approximately) as per clause (h) of Annexure - I.

Signature of the Contractor with Date and Seal

Address :

Phone No. : Cell Phone No. : Email / Fax :

To: Sr.Manager / HR-Canteens HRM, 24 BLDG., Bharat Heavy Electricals Ltd, TRICHY – 620 014