



**Tender Document**

## **JOB CONTRACT FOR UPKEEP SERVICES OF KITCHEN & DINING HALL AT BHEL-ESD**

**Tender Opening Date: at 01:30 PM on 03/08/2016**

**This Tender Document Contains 32 Pages.**

## **ABSTRACT**

01. TENDER NUMBER : **BHEL/ESD/HR-517/CNT/UK/2016-17 dated 20/07/2016**
02. NAME OF THE WORK : **JOB CONTRACT FOR UPKEEP SERVICES OF KITCHEN & DINING HALL AT BHEL-ESD**
03. CONTRACT PERIOD : **24 MONTHS**
04. EARNEST MONEY DEPOSIT : **Rs.1,00,000/- (Rupees One Lakh only)**
05. LAST DATE AND TIME FOR THE RECEIPT OF DULY FILLED TENDER : **UPTO 01:15 PM on 03/08/2016**
06. PLACE OF SUBMISSION OF TENDER : **TO BE DROPPED IN THE TENDER BOX KEPT AT RECEPTION BUILDING, BHEL-ELECTRONICS SYSTEMS DIVISION PLOT NO.98, ELECTRONICS CITY PHASE-1 BANGALORE-100**
07. DATE & TIME FOR TENDER OPENING (TECHNICAL BID) : **AT 01:30 PM ON 03/08/2016**
08. PLACE OF TENDER OPENING : **RECEPTION BUILDING BHEL-ELECTRONICS SYSTEMS DIVISION PLOT NO.98, ELECTRONICS CITY PHASE-1 BANGALORE - 100**

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**All of the above shall form part and parcel of the Tender Document**

**Note: The Tenderer shall put Signature, Seal and Date on all Pages of Tender Document**

## **INSTRUCTIONS TO TENDERERS**

Sealed tenders are invited from the tenderers for upkeep services of dining hall and kitchen at BHEL-ESD on job contract basis as per the scope of work explained hereunder.

### **1.1. How to quote**

Filled up tenders should be submitted in sealed envelopes in two parts i.e., Techno-Commercial Bid and Price Bid.

#### **1.1.1. Techno-Commercial bid (Part - A): (without price details)**

1.1.1.1. Techno-Commercial Bid (Part-A) must be duly filled and sealed in a separate envelope. All the pages of this tender document except Price Bid (Part-B) should be put in the envelope along with the required supporting documents. The envelop should be superscribed with 'Ref. No.BHEL/ESD/HR-517/CNT/UK/2016-17 dated: 20/07/2016 - (Part-A) - Techno-Commercial Bid for the Job Contract for upkeep services of dining hall and kitchen at BHEL-ESD'.

1.1.1.2. The Tenderer shall expressly accept all the terms and conditions of the tender with each page of this tender document duly signed and sealed as a token of acceptance. Alternatively, if the tenderer desires any deviation from the terms and conditions given in the tender documents, the same should be specifically mentioned. Any corrections shall be duly attested by the tenderer with the signature and seal.

#### **1.1.2. Price Bid (Part-B):**

1.1.2.1. Price Bid must be duly completed and sealed in a separate envelope. Price Bid (Part-B) should not carry any conditions and commercial terms. Price / rate only should be quoted in clear terms in the format given by BHEL. The tenderer should sign each page of the Price Bid and affix the seal. The envelop should be superscribed with 'Ref. No. BHEL/ESD/HR-517/CNT/UK/2016-17 dated 20/07/2016 - (Part-B) - Price bid for the job contract for upkeep services of dining hall and kitchen at BHEL-ESD'.

1.1.2.2. Price Bids (Part-B) will be opened only in respect of those tenderers who are qualified in the Part-A Techno-Commercial bid.

#### **1.1.3. Important note**

1.1.3.1. The tenderer should submit the tender documents intact without detaching any page or pages filled or unfilled.

1.1.3.2. Name & address of the tenderer should be written on both the sealed envelopes i.e. Techno-Commercial Bid (Part A) & Price Bid (Part B).

1.1.3.3. The two inner covers of Techno-commercial bid (Part-A) & Price Bid (Part-B) should be put in a sealed outer cover. The same should be addressed to Sr. Dy. General Manager / HR (ESD), BHEL-Electronics Systems Division, Electronics City, Bangalore – 560 100. The full name and address of the Tenderer should be written on the outer cover. The outer cover should also be superscribed with 'Tender Ref. No.BHEL/ESD/HR-517/CNT/UK/2016-17 dated: 20/07/2016 - (Part-A) - Bid for the Job Contract for upkeep services of dining hall and kitchen at BHEL-ESD'.

1.1.3.4. Should a tenderer find any discrepancies or omissions in the tender documents or be in doubt as regard to their meanings, shall address the authority inviting the tender alone for clarification. Every endeavor is made to avoid any error which can materially affect the basis of the tender but the successful tenderer

shall take upon himself to provide for the risk of any error which may be subsequently discovered and shall make no subsequent claim on account thereof.

- 1.1.3.5. For further details / clarification, if any required, the tenderers may please contact Dy. Manager/HR, BHEL-ESD, Plot No.98, Electronics City Phase-1, Bangalore-100, in person or through telephone (25146171/25146113).
- 1.1.3.6. Tenderers are advised to visit the site of work i.e. BHEL-ESD Canteen before submitting the bid. The visiting time is between 10 am to 12 noon on factory working days.
- 1.1.3.7. The tenders duly filled as detailed above should essentially be deposited in the Tender Box kept in the Reception Building, BHEL-Electronics Systems Division, Plot No.98, Electronics City Phase-I, Bangalore-100' from 20/07/2016 to 02/08/2016 between 08.00 hrs. and 16.00 hrs. (on all weekdays), and between 08.00 hrs and 1315 hrs. on 03/08/2016. No other mode of despatch will be considered.
- 1.1.3.8. The tenders received after due date and time of receipt as mentioned above, shall be treated as late tenders and shall be rejected. BHEL shall not take any responsibility whatsoever in respect of tenders lost or delayed in transit by post or otherwise. Tenders dropped in incorrect boxes shall be the responsibility of the tenderer.
- 1.1.3.9. Techno-Commercial Bid (Part-A) of the tender will be opened at 1330 hours on 03/08/2016 in the presence of tenderers / representatives who are present for the tender opening. The Techno-Commercial bid submitted by the tenderers will be evaluated further and who are found to meet the Techno-Commercial criteria will be intimated to attend the opening of Price Bid (Part-B) at a date to be notified separately. Price Bid (Part-B) will be opened at the specified date in the presence of the tenderers / representatives who are notified to attend the Price Bid opening and whoever present at their choice.
- 1.1.3.10. Opening of Price Bid will be purely at the discretion of BHEL.
- 1.1.3.11. BHEL reserves the right to go for reverse auction at any point of time before opening of Price Bid (guidelines for Reverse Auction procedure enclosed as Annexure-I). Bids with non-acceptance of reverse auction will be liable for rejection.
- 1.1.3.12. BHEL shall be at liberty to cancel the tender at any time before ordering without assigning any reason.
- 1.1.3.13. The technical evaluation will be done on the basis of the following essential requirements and overall suitability.

## 1.2. Essential Criteria (Mandatory)

- 1.2.1. The tenderer should have experience of at least three years in the field of similar contracts as on the date of tender (here similar work means up keeping / housekeeping works).
- 1.2.2. The average of last three years (year ending 31/03/2015) financial turnover of the Firm should not be less than Rs.10,50,000/-. Chartered Accountant certified copies of P&L Account and Balance Sheet or Chartered Accountant certified turnover details shall be enclosed with the Techno-Commercial bid (firm means and includes Proprietary concern, Partnership firm or Company).
- 1.2.3. The tenderer should have successfully completed similar works during the last 7 years as per the details hereunder (copy of work completion certificate to be enclosed):
  - 1.2.3.1. Three similar completed works (each not less than Rs.14,00,000/-), or
  - 1.2.3.2. Two similar completed works (each not less than Rs.17,50,000/-), or
  - 1.2.3.3. One similar completed works (each not less than Rs.28,00,000/-).
- 1.2.4. The tenderer should have a PAN Number. A copy of the PAN card should be enclosed with the Techno-Commercial bid.
- 1.2.5. The tenderer should possess a valid Service Tax Registration for his firm. A copy of the Service Tax registration certificate should be enclosed with the Techno-Commercial bid.
- 1.2.6. The tender should possess a valid registration certificate under The Karnataka Shops and Commercial Establishments Act for his firm. A copy of the registration certificate should be enclosed with the Techno-Commercial bid.
- 1.2.7. The Tenderer shall deposit a sum of **Rs. 1,00,000/-** (Rupees One Lakh only) as **Earnest Money Deposit** along with the Technical Bid by way of Demand Draft / Pay Order / Cash (as permissible under Income Tax Act) only from any nationalized Bank or from a scheduled Bank, drawn in favour of Bharat Heavy Electricals Ltd. – Electronics Division, Mysore Road, Bangalore.
- 1.2.8. The Tenderer should have categorically confirmed the security deposit terms (details of the same provided in the 'Explanation' below).
- 1.2.9. Tenderer shall submit a valid solvency certificate not older than 1 year, for a value not less than Rs.10,50,000/- from a Scheduled Bank.
- 1.2.10. The Tenderer as an independent employer should have ESI and PF registration and should possess ESI and PF code numbers for his Firm, which shall be operated for remittance of ESI and PF contributions, in respect of the labourers deployed by him at BHEL-ESD for the full contract period.
- 1.2.11. The Tenderers should have categorically confirmed acceptance of all the tender terms and conditions including the payment terms.

## Explanation

### **a. Earnest Money Deposit (please refer clause no.1.2.7. of Essential Criteria):**

The tenderer shall submit Earnest Money Deposit as prescribed under clause no.1.2.7 of the Essential Criteria. EMD shall not carry any interest. EMD by the Tenderer will be forfeited if:

- i. After opening the tender, the tenderer revokes his tender within the validity period or increases his earlier quoted rates.
- ii. The successful tenderer does not commence the work within the period as per LOI / Contract. In case the LOI / contract is silent in this regard, then within 15 days after award of contract.
- iii. EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of acceptance of award of work by the successful tenderer.

### **b. Security Deposit (please refer clause no.1.2.8. of Essential Criteria):**

On award of the contract, the successful tenderer should furnish Security Deposit to BHEL before start of the contract. 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.

Security Deposit may be furnished in any one of the following forms:

- i) Cash (as permissible under the Income Tax Act)
- ii) Pay Order, Demand Draft in favour of BHEL
- iii) Local cheques of scheduled banks, subject to realization.
- iv) Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).
- v) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- 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 the 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.

(Note: Acceptance of Security Deposit against Sl. No. (iv) and (vi) above will be subject to hypothecation or endorsement on the documents in favor of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith).

Security deposit shall be refunded to the contractor on successful completion of the contract.

MSME suppliers can avail the intended benefits only if they submit along with offer, attested copies of either EM II certificate having deemed validity (Two years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with CA certificate 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 will lead to consideration of their bids at par with other bidders and MSE status of such supplier shall be shifted to Non MSE supplier till the supplier submits these documents.

### 1.3. Other conditions

#### 1.3.1. Rates & Validity

- 1.3.1.1. Unit rate should be quoted in figures as well as in words in Indian Currency only, i.e. Rupees and Paise with reference to each and for all the items shown in the Price Bid attached in the Tender Document. These rates shall be for the finished work at site. For the purpose of ascertaining the total cost in Price Bid, unit rate only will be considered and the same only will be multiplied by the number of units to arrive at the total.
- 1.3.1.2. The contractor shall pay wages to his employees as per the minimum wages declared by BHEL time to time.
- 1.3.1.3. The minimum wages of BHEL (Basic + VDA) is usually revised at an interval of one year. Revision in the minimum wages shall be borne by the contractor. Therefore, The Contractor shall take into account the future changes in minimum wage rates during the contract period.
- 1.3.1.4. The trends of changes of Basic + VDA as per the minimum wages of BHEL for the last 2 years is below:

Category	Wages per day	
	01.04.2015 to 31.03.2016	01.04.2016 to 31.03.2017
Unskilled Worker	Rs.397.68	Rs.413.00
Semi-skilled Worker	Rs.419.35	Rs.434.67

In addition to the minimum wages payable, the contractor also has to pay the following allowances to his employees:

Sl.No.	Particulars	Rate
1	Transport Allowance	Rs.30/- per day
2	Attendance Bonus	Rs.10/ per day
3	Washing Allowance	Rs.75/- per month

Revision in the above allowance, if any, will be communicated by BHEL and the incremental amount will be reimbursable.

- 1.3.1.5. The contractor shall pay to his employees for the 12 holidays declared by BHEL under NH&FH Act, 1963. The expenditure in this regard shall be borne by the contractor.
- 1.3.1.6. The leave with wages would be provided at the rate of 15 days per annum per person (calculated @ 1 EL for every 20 working days). The balance leave available to the credit of his employees at the end of the contract would be paid as leave encashment to them. The expenditure in this regard shall be borne by the contractor.
- 1.3.1.7. The contractor shall pay Bonus in line with the extant rules / as communicated by BHEL time to time. The expenditure in this regard including future revision of rates, if any, shall be borne by the contractor.
- 1.3.1.8. The contractor shall ensure timely remittance of all the applicable statutory deductions like ESI, PF etc. as per the statutory requirement. The expenditure in this regard including future revision of statutory deductions, if any, shall be borne by the contractor.

- 1.3.1.9. As per the scope of work and the detailed job description given herein, the minimum indicative manpower requirement would be 6 unskilled labourers and 1 semi-skilled labourer (for supervision and coordination of the job) on a daily basis.
- 1.3.1.10. **The rate quoted shall be inclusive of Service Tax and other applicable taxes, if any. Future revision in the above taxes will also have to be borne by the contractor.**
- 1.3.1.11. The unit rate quoted should also include the cost involved in conducting field inspections by the contractor, transportation charges, if any etc.
- 1.3.1.12. Before quoting their rates, the tenderers are advised to take into account all factors including any fluctuations in the market rates in the future.
- 1.3.1.13. Tenderers shall note that no claim on account of enhancement of rates mentioned hereinabove, except wherever specifically mentioned otherwise, will be entertained.
- 1.3.1.14. In case the rate quoted in figures differs from those quoted in words, the lower of the rates will be taken as the tendered rate and shall be binding on the tenderers.
- 1.3.1.15. The lowest price bid (L1) among the bids received shall be arrived based on the total amount quoted (for all the activities listed) in the Price Bid (Part-B) of this tender document.
- 1.3.1.16. The rates quoted should be valid for 90 days initially from the date of opening of the Price Bid. The rates of successful tenderer should be valid for two years from the date of commencement of the contract.
- 1.3.2. This contract shall be for a period of 24 months from the date of awarding the contract. The contract may be extended for a further period with the same rates, terms & conditions as per BHEL rules, with mutual consent.
- 1.3.3. BHEL General Conditions of Contract (GCC) shall also apply to this work. The contractor shall scrutinize the GCC available in the company website / at BHEL-ESD and acquaint himself with the provisions thereof, to his satisfaction.
- 1.3.4. The Instructions to Tenderers (clause no. 1.1 to 1.4) and Terms & Conditions of Contract (clause no. 2.1. to 2.7.) of this tender document shall form part and parcel of the contract, along with other documents specifically mentioned, if any.
- 1.3.5. **BHEL reserves the right to accept or reject any or all the tenders or any part thereof at any stage of process without assigning any reason whatsoever. BHEL has no obligation to accept the lowest bid. BHEL's decision in this regard shall be final and binding.**

## 1.4. Scope of the Contract

- 1.4.1. Details of works to be carried out as per this contract are shown in the Annexure-II attached hereto. BHEL reserves the right for any variations and alterations of the list. The activities / timings listed hereunder is liable for changes as mutually agreed by the duly elected Canteen Management Committee at ESD and the Management. The overall interest will be kept in view while considering for any changes in the list.
- 1.4.2. Details and quantities of each item of work as shown in the tender schedule are given as a guideline for the purpose of tendering and are liable to variations. The work under each item as executed shall be measured and paid at the corresponding rates to be quoted by the Tenderer in the Price Bid (Part-B) of this tender document.
- 1.4.3. The contractor shall deploy adequate manpower for carrying out the work. Additionally, in order to cover up for absenteeism/leave of his employees, the contractor may keep adequate number of extra employees with PF/ESI numbers such that the work envisaged under the contract shall not suffer.
- 1.4.4. Apart from the details given above, the successful tenderer (hereinafter "contractor") shall ensure the following all time during currency of the contract:
  - 1.4.4.1. The personnel deployed by the Contractor should be above 18 years of age and shall not have crossed 58 years of age.
  - 1.4.4.2. The contractor should give in writing that there is nothing adverse with respect to the character & antecedents of the employees deployed by him.
- 1.4.5. The persons employed shall be medically fit, healthy and free from diseases (especially skin diseases and other contagious diseases).
- 1.4.6. To ensure that his employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal records. Such employees should possess requisite skill, proficiency, experience etc. to carry out the job assigned.
- 1.4.7. To maintain appropriate records of his employees deployed for the job. Contractor shall provide employment card/identity card with photograph duly verified and attested by the contractor to his employees deployed to execute the work. Contractor shall also indicate the name of the contractor & contract, place of work, contact number and validity of the card etc. in such identity card.
- 1.4.8. Contractor shall deploy the required nos. of employees for execution of the work awarded to him and he or his authorized representative will be solely entitled to instruct such employees about the manner in which the awarded work is to be carried out as per the prescribed specifications and as directed by authorised representative of BHEL.
- 1.4.9. To ensure that the job is executed through his employees on his rolls only and under no circumstances the contractor will deploy any casual employees to carry out the job. Further, the Contractor will be fully responsible for the good conduct of his employees deployed to execute the work. In case of any misconduct/misbehaviour by any employee, the contractor will replace such employee(s) immediately.
- 1.4.10. To keep a watch on his employees. The contractor will be liable for any pilferage /loss to BHEL due to acts of omission and commission by his employees. Similarly for any liability to pay compensation to outsiders / his employees on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with contractor.
- 1.4.11. To ensure that all precautions are taken for safety of his employees. The contractor shall be responsible for enforcing all safety regulations as applicable on his personnel and shall

strictly ensure wearing of safety equipment, if applicable, by them inside the factory. Notwithstanding that BHEL may provide any such equipment wherever required, the contractor shall be responsible for their wearing of the safety equipments / gadgets.

- 1.4.12. In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees and his equipments, if any from the establishment of BHEL.
- 1.4.13. Providing all the statutory / non statutory welfare measures for all the employees deployed by the Contractor at the BHEL premises.
- 1.4.14. Immediate replacement of contractor's employees if their work or conduct is found to be unsatisfactory by BHEL Management or in the event of their incapacitation or death.
- 1.4.15. The contractor shall deploy his personnel for supervision and coordination of the job on a daily basis. Further, the Contractor shall ensure the job being carried out is in line with the terms and conditions of the contract.
- 1.4.16. The contract shall commence from the date of awarding the contract or at a later date as decided by BHEL Management and shall remain in force for a period of two years. The contract is extendable depending upon the requirement of BHEL and performance of the contractor.
- 1.4.17. The contractor shall provide 2 Sets of Uniforms per year (Terri Cotton Cloth: 80% - Polyester & 20% - Cotton of reputed brands) for his employees. Colour of uniform shall be decided with due permission from the authorised representative of BHEL. The uniform should have logo of the contractors firm / company.
- 1.4.18. Similarly, the employees engaged by the contractor shall be provided one pair of Safety footwear with Steel toe cap suitable for working in watery condition, of a reputed brand (equivalent to Warrior branded Shoe of Liberty Company) once in two years. Two socks will be provided along with the shoes once in two years.
- 1.4.19. The quality of the uniform shall be to the satisfaction of BHEL.
- 1.4.20. The cost of two sets of uniform including stitching charges estimated at Rs. 1450/- and the cost of safety footwear (along with two socks) estimated at Rs. 1300/- per pair. The cost of the above will be reimbursed to the contractor by the company against production of bills duly certified by the authorized representative of BHEL. The contractor shall distribute the uniforms in the presence of authorised BHEL representative and obtain signatures of his employees on distribution of the above in the register maintained for this purpose.
- 1.4.21. The contractor shall ensure that his employees wear uniform and photo identity cards all the time while working inside the factory.
- 1.4.22. The normal factory working hours are from 07.30 am to 04.36 pm from Monday to Friday & 07.30 am to 12.30 pm on Saturdays. **However, the contractor will have to essentially deploy his employees in round the clock shifts for carrying out the work under this contract as per the requirement / as directed by the authorized representative of BHEL.**

## 2. TERMS & CONDITIONS OF CONTRACT

2.1. It is hereby agreed by the contractor that the BHEL General Conditions of Contract including subsequent amendments / additions / deletions to clauses if any, form an integral part of the tender document and that the tender submitted by the contractor is subject to the BHEL General Conditions of Contract, which has been read and accepted by the tenderer.

### 2.2. Labour

2.2.1. The manpower engaged by the contractor shall be treated solely as the employees of the contractor and BHEL shall not have any liability whatsoever on their account.

2.2.2. The Contractor shall, in respect of employees employed by him, comply with or cause to be complied with Contract Labour Regulations in regard to all matters provided therein.

2.2.3. The Contractor shall comply with the provisions of all the applicable laws, Central or State such as Factories Act 1948, Child Labour Prohibition Act 1986, Employer's Liability Act, 1938, Industrial Disputes Act 1947, Minimum Wages Act 1948, Payment of Wages Act 1936, Employee's Compensation Act 1923, Payment of Gratuity Act 1972, the Contract Labour [Regulation & Abolition] Act 1970, Payment of Bonus Act 1965, Income Tax Act 1961, Maternity Benefit Act 1961, Service Tax Rules & other Acts -Central or State and Rules, Regulations and Notifications by the concerned authorities thereto and amendments made thereunder from time to time along with other statutory obligations and relevant labour laws that may be applicable to him in relation to employment of his employees, payments etc.

2.2.4. He shall be liable to pay all such sum or sums that may become payable as contribution, compensation, penalty, fine or otherwise which BHEL may be called upon to make under the provisions of the said acts, to or on behalf of any workmen deployed by the contractor by any authority empowered under the relevant act, any cost incurred by BHEL in connection with any claims, non-compliance of any provision or proceeding under the said acts, or in respect of loss, injury or damage howsoever negligible on account of imperfect or improper performance of this contract by the contractor, his workmen, servants or agents or any money which may become payable to BHEL as foresaid shall be deemed to be money due under the terms of this contract and be deducted by BHEL from any money due under the terms of this contract or accruing to the contractor.

2.2.5. Payment of bonus under the Payment of Bonus Act, payment of gratuity under the Gratuity Act, and retrenchment compensation under ID Act, wherever applicable, will be the sole responsibility of the contractor. Alike, Contractor also shall be solely responsible for non-payment/delayed payment of wages/DA, contributions under EPF & MP Act, ESI Act etc.

2.2.6. Contractor shall observe provisions of Factories Act 1948 in respect of working hours, holidays, rest intervals to his employees who may be deployed in BHEL premises.

2.2.7. Work that is not in the scope of this contract shall not be undertaken/ done without written permission from BHEL.

2.2.8. Contractor shall furnish proper Returns to the concerned statutory authorities, wherever applicable and provide a copy of the same to BHEL.

2.2.9. Contractor shall issue wage slips to his employees. In case, the contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities & a claim is made against BHEL for whatsoever reason, the

security deposit/other dues/running bills under the contract can be utilized by BHEL to discharge the liability of the contractor.

- 2.2.10. Any revision in the minimum wages (Basic + VDA), statutory deductions and applicable taxes will have to be implemented by the contractor as per the relevant statutes in force time to time / on receiving communication from BHEL. The additional expenditure incurred in this regard will be borne by the contractor.
- 2.2.11. The Contractor shall pay Bonus to all the workers as per the provisions of the Act. Any revision in the Bonus as per the relevant statues shall be implemented by the contractor at his own cost.
- 2.2.12. The contractor has to pay Transport Allowance @ Rs.30/- per day, Attendance Bonus @ Rs.10/ per day, Washing Allowance @ Rs.75/- per month.
- 2.2.13. All the allowances qualify for ESI. Allowances excluding transport allowance and washing allowance shall be accounted for PF deductions.
- 2.2.14. Further if any additional benefits / increase in the rate of existing allowances (Transport Allowance, Attendance Bonus and Washing Allowance) to be given to the labourers engaged under this contract as per BHEL instructions, the same will be communicated and such additional / increased benefits will be reimbursed to the contractor on producing proof of payment.
- 2.2.15. In case, the same persons deployed by the contractor are permitted by him to continue to work beyond normal working hours, for any reasons whatsoever, contractor in such cases shall pay them the wage rates applicable under the Factories Act at contractor's cost. In other words, no overtime (OT) payment will be made by BHEL, as the payment is on "Unit rate basis".
- 2.2.16. The contractor shall pay wages to his employees deployed at BHEL-ESD on or before 7th of every month as per minimum wages declared by BHEL time to time, in the presence of the authorized representative of BHEL, without linking the same to clearing of bills by BHEL.
- 2.2.17. BHEL reserves the right to advise the contractor to afford any other welfare facility (over & above the wage rates and allowances envisaged) on reimbursement basis, for the employees of the contractor to defray their essential expenses.
- 2.2.18. The contractor shall pay to his employees for the 12 holidays declared by BHEL under NH&FH Act, 1963.
- 2.2.19. The leave with wages would be provided at the rate of 15 days per annum per person (calculated @ 1 EL for every 20 working days). The balance leave available to the credit of his employees at the end of the contract shall be paid as leave encashment to them.
- 2.2.20. The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor, and there should not be any liability on this account to BHEL.
- 2.2.21. The Officer-in-charge of BHEL shall, on a report having been made by the inspecting Officer as defined in the Contractor's Labour Regulations, have the power to deduct from the moneys due to the contractor, any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfilment of the conditions of the contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by

the terms of the contract or for non-observance of the said Contract Labour Regulations.

- 2.2.22. The Contractor shall be liable to pay all and any sum or sums that may become payable as contribution, compensation, penalty, fine or otherwise, under the provisions of law wherever applicable to or on behalf of any workmen employed by the contractor as may be demanded by any authority empowered under any of the above relevant Act. Any cost incurred by the Management of BHEL in connection with any claim or proceedings under the said Acts or in respect of loss, injury or improper performance of this contract by the contractor, his workmen, servant and any money which may become payable to the management of BHEL as aforesaid shall be deemed to be deducted by the management of BHEL from any money due or accruing to the contractor by the management of BHEL or may be recovered by the management of BHEL from the contractor in the other manner.
- 2.2.23. The Contractor shall comply with the provisions of Employees' Provident Fund and Miscellaneous Provisions Act 1952 and Rules, Regulations and other Orders issued thereunder. The Contractor, as an independent employer, shall be liable to pay Employer contribution together with the Employee contribution (collected through deductions from monthly wages) towards PF in accordance with the provisions of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952, as amended from time to time, in respect of all employees deployed by him for the execution of this contract. He shall pay the remittances towards PF under his code number only.
- 2.2.24. The Contractor shall produce a copy of the receipt of PF contribution remittance every month. The ECR list showing the names of his individual employees deployed by him at BHEL-ESD and the details of amounts remitted towards their PF contribution for each month is required to be enclosed along with the respective monthly bill.
- 2.2.25. The Contractor shall furnish to BHEL, copies of PF Returns as are due to be submitted to Authorities under the Act, for the entire contract period.
- 2.2.26. The Contractor shall be liable to pay Employer contribution and the Employees' contribution of the Employees State Insurance Scheme in respect of employees employed by him as an independent employer for the execution of the contract, in accordance with the provisions of "The Employees State Insurance Act 1948," as amended from time to time.
- 2.2.27. The Contractor shall produce a copy of the receipt of ESI contribution remittance every month. The ECR list showing the names of his individual employees deployed by him at BHEL-ESD and the details of amounts remitted towards their ESI for each month will have to be enclosed along with the respective monthly bill. The Tenderer shall also provide ESI membership no. /card to each of his employees and shall ensure submission of Returns to the Authorities providing a copy of the same to BHEL.
- 2.2.28. The Contractor shall produce necessary records, documents, and explanation whenever he is called upon to, by any Government Agencies like ESI, PF, Tax authorities etc. or by BHEL for whatsoever reason.
- 2.2.29. The Contractor shall maintain all the records required under the various applicable Acts. These records need to be preserved for a period of at least 8 years and should be made available even after the contract is over for any verification by the statutory authorities / BHEL authorities.

### 2.3. Other conditions

- 2.3.1. This contract shall be for a period of 24 months from the date of awarding the contract. The contract may be extended for a further period with the same rates, terms & conditions with mutual consent as per BHEL rules.
- 2.3.2. The contractor shall execute an agreement within 7 days of issue of work order, as per BHEL format containing all the terms and conditions, on a non-Judicial stamp paper of Rs.100/- The cost of stamp paper to be borne by the contractor.
- 2.3.3. BHEL reserves the right to deduct the Income Tax (TDS) from the bills payable to the contractor, as required under Section 194 (C) of the Income Tax Act, and Finance Act.
- 2.3.4. If BHEL is required to discharge the liability of any taxes on the transaction like TDS(IT), TDS(WCT), Service Tax under Reverse Charge mechanism or any other similar taxes, which is or becomes payable by BHEL, the same shall be deducted from the bills of the contractor.
- 2.3.5. The bill for every month shall be prepared by the Contractor on the basis of the quantum of job carried out during the period of consideration and the rates at which the contract is awarded. The same shall be submitted by the Contractor by 1st of every succeeding month for certification and to effect the payment within 30 days from the date of satisfactory receipt of the bill along with all the supporting documents. Payment to Contractor will be made only through NEFT (Electronic Fund Transfer).
- 2.3.6. Payment will be made to the Contractor on monthly basis against the submission of the following documents:
  - a. Invoice : Original + 2 photo copies
  - b. Attendance Register : 3 photo copies
  - c. Wage register : 3 photo copies
  - d. ESI Challan : 3 photo copies
  - e. PF statement : 3 photo copies
  - f. Annual/Half Yearly Return (whenever due): 3 copies of ESI & PF Return.
- 2.3.7. The contractor shall take, at his own cost the necessary licenses, wherever applicable, in respect of this work.

### 2.4. Model Rules For Labour Welfare

- 2.4.1. The Contractor shall at his own expense comply with or cause to be complied with model Rules for Labour Welfare as appended to these conditions or rules framed by Government from time to time for the protection of health and for making sanitary arrangements for workers employed directly or indirectly on the works. In case the Contractor fails to make arrangements as aforesaid, the identified BHEL personnel shall be entitled to do so and recover the cost thereof from the contractor.

## 2.5. Safety Code

### RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF SAFETY OF MEN, EQUIPMENT, MATERIAL AND ENVIRONMENT

- 2.5.1. Before commencing the work, contractors submit a "SAFETY PLAN" to the identified BHEL personnel. The 'Safety Plan' shall indicate in detail the measure that would be taken by the contractor to ensure safety of men, equipment, material and environment during execution of the work. The plan shall take care to satisfy all requirements specified hereunder. Contractor shall abide by BHEL decision in this respect.
- 2.5.2. The contractor shall take all necessary safety precautions and arrange for appropriate applications as per direction of BHEL or identified BHEL personnel to prevent loss of human lives, injuries to personnel engaged, and damage to property and environment.
- 2.5.3. All tools, tackles, scaffolds, cradles, safety nets, ladders, equipments etc., if any, used by the contractor shall be of safe design and construction. These shall be tested and certificate and fitness obtained before putting them to use and from time to time as instructed by authorised BHEL personnel who shall have the right to ban the use of any item.
- 2.5.4. Where it becomes necessary to provide and/or store petroleum Products, explosives, chemicals, and liquid or gaseous fuel or any other substance that may cause fire or explosion, the contractor shall be responsible for carrying out such provisions and or storage in accordance with the rules and regulations laid down in the relevant government acts, such as Petroleum Act, Explosives Act, Petroleum and Carbides of Calcium Manual of the Chief Controller of Explosives, Govt. of India., etc., Prior approval for the authorised BHEL personnel at the site shall also be taken by the contractor in all such matters.
- 2.5.5. The contractor shall be held responsible for any violation of statutory regulations (local, state or central) and BHEL instructions, that may endanger safety of men, equipment, material and environment in his scope of work or another contractor's or agencies. Cost of damages if any, to life and property arising out of such violation of statutory regulations and BHEL instructions shall be borne by the contractor.
- 2.5.6. In case of a fatal or disabling injury accident to any person at the premises due to lapses by the contractor, the victim and/or his/her dependents shall be compensated by the contractor as per statutory requirements. However, if considered necessary, BHEL shall have the right to impose appropriate financial penalty on the contractor and recover the same from the payments due to the contractor for suitably compensating the victim and/or his/her dependents. Before imposing any such penalty, appropriate enquiry shall be held by BHEL giving opportunity to the contractor to present his case.
- 2.5.7. In case of any damage to property due to lapses by the contractor, BHEL shall have the right to recover cost of such damages from payments due to the contractor after holding an appropriate enquiry.
- 2.5.8. In the case of delay in the completion of a jobs due to mishaps by way of lapses by the contractors, BHEL shall have right to recover cost of such delay from payments

due to the contractors, after notifying the contractor suitably and giving an opportunity to present his case.

- 2.5.9. If the contractor fails to improve the standards of safety in its operation to the satisfaction of BHEL after being given a reasonable opportunity to do so; and / or if the contractor fails to take appropriate safety precautions or to provide necessary safety devices and equipments or to carry out instructions regarding safety issued by the authorised BHEL personnel, BHEL shall have the right to take corrective steps at the risk and cost of the contractor after giving a notice of not less than seven days indicating the steps that would be taken by BHEL.
- 2.5.10. The contractor shall submit report of all accidents, fires and property damage, dangerous occurrence to the identified BHEL personnel immediately after such occurrence, but, in any case not later than twelve hours of the occurrence. Such reports shall be furnished in the manner prescribed by BHEL. In addition, periodic reports on safety shall also be submitted by the contractor to the authorised BHEL personnel from time to time as prescribed.
- 2.5.11. Before commencing the work, the contractor may identify a responsible person to supervise implementation of all safety measures and liaison with authorised person of BHEL.

## **2.6. Arbitration(s):**

- 2.6.1. Except where otherwise provided for in the contract all questions and disputes relating to the meaning of the specifications and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment there of shall be referred to the sole arbitration by an arbitrator on the panel of Arbitrators as may be chosen by BHEL and if the said arbitrator so chosen is unable or unwilling to act as the sole Arbitrator, some other person from the panel of BHEL appointed by BHEL willing to act as such Arbitrator shall be appointed in his place. The Contractor will have no objection if the arbitrator so appointed is an employee of BHEL or an employee of any other unit of BHEL or an ex-employee and that he had to deal with the matters to which the contract relates and that in the course of his duties as such he had expressed views on all or any of the matters in dispute or difference. The Arbitrator to whom the matter is originally referred to being transferred or vacating his office or being unable to act for any reason, BHEL as aforesaid at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of this contract that no person other than a person appointed by BHEL as arbitrator as aforesaid should act as an arbitrator.
- 2.6.2. Subject as aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

- 2.6.3. It is a term of this contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.
- 2.6.4. The arbitrator(s) may from time to time with consent of the parties extend the time, for making /publishing the award.
- 2.6.5. The work under the contract shall, if reasonably possible, continue during the arbitration proceeding and no payment due or payable to the contractor shall be withheld on account of such proceedings.
- 2.6.6. The arbitrator shall be deemed to have entered on the reference on the date he issued notice to both the parties fixing the date of the hearing.
- 2.6.7. The arbitrator shall give a separate speaking award in respect of each dispute(s) or difference(s) referred to him.
- 2.6.8. The venue of arbitration shall be such place as may be fixed by the arbitrator in his sole discretion.
- 2.6.9. The award of the arbitrator shall be final, conclusive and binding on all parties to this contract.

## **2.7. Risk Clause**

- 2.7.1. If any action is brought in by PF/ESI authorities on BHEL for the PF/ESI amount due, short remittances, non-remittances etc. in respect of the labourers engaged for the work, the contractor shall defend the case on behalf of BHEL and/or reimburse the expenses which may be so incurred by BHEL.
- 2.7.2. The Contractor should indemnify BHEL against all the irregularities, frauds etc. committed by the labourers deployed by him.
- 2.7.3. In the event of the Contractor committing a default or breach of any of the provisions of the aforesaid Contractor's Labour Regulations, as amended from time to time or furnishing any information or submitting or filling any form/Register/Slip under the provisions of these Regulations which is materially incorrect, then on the report of the Inspecting Officers as defined in the Contractors Labour Regulations, the Contractor shall without prejudice to any other liability pay to the BHEL a sum not exceeding Rs.50/- as liquidated damages for every default or breach or for furnishing, making, submitting, filling materially incorrect statement, as may be fixed by the identified BHEL personnel and in the event of the Contractor's default continuing in this respect, the liquidated damages may be enhanced to Rs.50/- per day for each day of default, subject to a maximum percent of the estimated cost of works put to tender. The Contractor shall defend any case by himself, if any action is brought in by such Government Agencies for non-compliance of any Labour Regulations and/or reimburse the expenses incurred by BHEL in this regard.
- 2.7.4. The Contractor should indemnify BHEL against all losses / penal actions due to non-compliance of extant statutes in execution of this contract or from any previous or running contracts undertaken by him.
- 2.7.5. The Contractor will be solely responsible for any accidents and / or compensation payable to the personnel engaged by him under this Contract. He shall provide relief as per the requirement and shall keep BHEL fully indemnified against any claims in this regard.

- 2.7.6 The contractor shall not transfer or sublet the work to anyone without the prior written approval of the Company.
- 2.7.7 The contractor shall be personally responsible for any negligence in the services provided by the contractor or for any loss or damages caused or occasioned himself, his agents or his employees in respect of property of the company and shall make good the loss forthwith.
- 2.7.8 The management of BHEL shall be at liberty to terminate the contract by issuing a month's notice to the contractor without assigning any reason what so ever.
- 2.7.9 The work carried out on a daily basis against the scope of the work detailed herein will be reckoned for making payment to the contractor. In case a particular work is carried out in an incomplete manner, which otherwise does not materially affect the overall service delivery and quality of service, proportionate deduction to the extent of the job not done will be made from the monthly bill of the contractor.
- 2.7.10 The contractor shall be personally responsible for any overt act or negligence or failure caused or occasioned by himself, his agents or his employees resulting in stoppage of service in any area referred under the scope of the contract which materially affect the overall services provided by the contractor and particularly the service delivery and quality of service, shall be liable for penal action as deemed fit by BHEL. The decision of BHEL in this regard would be final and binding on the contractor.
- 2.7.11 If the management of BHEL engages any other contractor or itself complete any part or whole of the work under this contract for any period due to failure of the contractor to perform the job contracted, the contractor shall reimburse BHEL the extra cost involved on this account.
- 2.7.12 Without prejudice to any rights or remedies hereunder, if the contractor dies, becomes insolvent or is wound up, BHEL shall have the right to terminate this contract forthwith without any liability whatsoever.
- 2.7.13 As regards unsatisfactory performance or non-compliance with any of the terms & conditions of the contract by the contractor, the management of BHEL shall have the right to terminate the contract forthwith without notice & rearrange the balance work through other agencies at the risk & cost of the contractor and under such circumstances, the security deposit paid by the contractor shall stand forfeited. The decision of the BHEL about the failure on the part of the contractor shall be final and binding in this regard.
- 2.7.14 BHEL shall have the right to withhold the payments and/or forfeit security deposit and/or make recoveries from claims due to the contractor against any loss or damage caused or occasioned by himself or his employees or his agents on the properties of the Company.
- 2.7.15 BHEL shall have the right to withhold the payments and/or forfeit security deposit and/or make recoveries from claims due to the contractor against any payments necessitated due to infringement of any statutory obligations by the contractor.
- 2.7.16 Whenever any sum of money is recoverable from or payable by the contractor under this contract, the same shall be paid by the contractor on demand. such amount may also be deducted from any sum then due or from any sum which at any time thereafter becomes due to the contractor under this contract or from his security deposit in respect of this work or in respect of any other work.
- 2.7.17 For the purpose of this contract, Bangalore courts alone shall have the jurisdiction.

Tender No. BHEL/ESD/HR-517/CNT/UK/2016-17  
dated 20/07/2016

Bharat Heavy Electricals Ltd  
Electronics Systems Division  
Plot No.98, Electronics City Phase-1  
Bangalore - 100

## **Techno-Commercial Bid (Part-A)**

### **Important Note:**

1. Please read 'Instruction to tenderers' and 'Terms & Conditions of Contract' before filling up this form.
2. Attach documentary evidences wherever asked for.
3. Please fill up the format in all respects with signature on each page.
4. If space provided in the format is not sufficient, please provide the information in a separate sheet.
5. Techno-Commercial Bid (Part-A) shall be submitted as detailed in the clause no.1.1.1 under Instruction to tenderers.
6. Those tenderers who are qualified in 'Techno-Commercial Bid (Part-A)' alone will be considered for opening of 'Price Bid (Part-B)'.

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## Techno-Commercial Bid (Part-A)

### a. Information Part

01.	Name of the Work	<b>Contract for upkeep services of kitchen &amp; dining hall at BHEL-ESD</b>
02.	Name of the Firm	
03.	Whether Proprietorship/ Partnership/ Ltd Company/ Others.	
04.	Address of the Firm with Telephone / Fax No. and email id:	
05.	Details of the Proprietor / Partners / Directors <i>Name, Position, Address &amp; Contact No.</i>	
06.	Details of the contact person for the firm <i>Name, Address (Office &amp; Residential), contact no. and email id:</i>	

Experience Details			
07.	Name of the Client Organisation & nature of the contract	Value of the Contract & no. of persons deployed	Period of contract From / To

**b. Essential Criteria For Techno - Commercial Acceptance of Bid**

Sl. No.	Particulars	Details
1	Scope of the contract	Understood / Not Understood
2	BHEL'S Payment Terms: 100% payment month wise within 30 days from the date of satisfactory receipt of the bill along with all the supporting documents.	Acceptable / Not Acceptable
3	Details of Registration Company: Registration Certificate under Company's Act 1956. Partnership: Partnership Deed. Proprietorship: No separate registration required. <i>(Copy of the valid certificate needs to be enclosed. Proper justification should be given if Not Applicable)</i>	Enclosed / Not enclosed / NA
4	The average turnover of the Firm for last three years  Chartered Accountant certified copies of P&L Account and Balance Sheet or Chartered Accountant certified turnover details (ending 2014-15) shall be enclosed with the Techno-Commercial bid	2015-16 (optional) 2014-15: 2013-14: 2012-13:
5	Details of the successfully completed similar works during the last 7 years  Three similar completed works (each not less than Rs.14,00,000/-), or Two similar completed works (each not less than Rs.17,50,000/-), or One similar completed works (each not less than Rs.28,00,000/-).  (copy of work completion certificate shall be enclosed)	Three similar works enclosed 1. Rs..... 2. Rs..... 3. Rs..... [or] Two similar works enclosed 1. Rs..... 2. Rs..... [or] One similar work enclosed 1. Rs.....  Not enclosed
6	Whether Earnest Money Deposit enclosed  EMD of Rs. 1,00,000/- shall be submitted by way of Demand Draft / Pay Order / Cash (as permissible under Income Tax Act) only from any nationalized Bank or from a scheduled Bank drawn in favour of Bharat Heavy Electricals Ltd. – Electronics Division, Mysore Road, Bangalore.	Enclosed / Not enclosed  Demand Draft / Pay Order / Cash
7	Whether agreeable to submit security deposit as per clause no.1.2.8 and 'Explanation' given above.	Acceptable / Not Acceptable

SN	Particulars	Details
8	Whether Solvency Certificate enclosed? solvency certificate not older than 1 year, for a value not less than Rs.10,50,000/- from a Scheduled Bank shall be submitted	Enclosed / Not enclosed
9	Whether the firm has Service Tax registration? (A copy of Service Tax Regn. Certificate shall be enclosed)	Yes / No Regn. No. Enclosed / Not enclosed
10	Whether the firm has PF registration? (A copy of PF Regn. Certificate shall be enclosed)	Yes / No Regn. No. Enclosed / Not enclosed
11	Whether the firm has ESI registration? (A copy of ESI Regn. Certificate shall be enclosed)	Yes / No Regn. No. Enclosed / Not enclosed
12	Whether the firm / tenderer possesses PAN No. (A copy of PAN card shall be enclosed)	Yes / No PAN No. Enclosed / Not enclosed
13	Whether the firm possesses Licence under Karnataka Shops and Commercial Establishment Act. (A copy of the licence shall be enclosed)	Yes / No Licence. No. Enclosed / Not enclosed

Note :- *If any of the above mentioned criteria (Essential Criteria for Techno-Commercial Acceptance of Bid) is not met, the tender will be rejected.*

**Declaration:**

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

I / we have no dues to ESI or PF from any previous or running contracts.

I further declare that the information provided above is true

I / we understand that if the above information found incorrect the bid will be rejected at the discretion of BHEL.

Signature  
(Name of the tenderer & official seal)

Place:

Date:

Tender No. BHEL/ESD/HR-517/CNT/UK/2016-17  
Dated: 20/07/2016

## **Price Bid (Part-B)**

### **Important note:**

1. Please read all terms & conditions mentioned above carefully before submitting your bid.
2. Complete the format in all respects with signature on each page.
3. The rates quoted should be valid for 90 days initially from the date of opening of the Price Bid.
4. The rates of successful bidder should be valid for Two years from the date of commencement of the contract.
5. Price Bid (Part-B) shall be submitted as detailed in the clause no.1.1.2. under 'Instruction to tenderers'.
6. If space provided in the format is not sufficient, please provide the information in a separate sheet.

### PRICE BID (PART-B)

Sl. No	Description of Activity	Unit of Work	Total quantity of work	Unit Rate (in figure) Rs – Ps.	Total Amount (in figure) Rs – Ps.
1	Movement of vessels for preparation of breakfast	Nos	3010		
2	Movement of ingredients for preparation of breakfast	Kg	30100		
3	Assisting cooks in preparation of Breakfast	Kg	60200		
4	Assisting in cleaning of grains/grocery/vegetables for breakfast preparation. Assisting the cooks in preparation for breakfast/coffee & Tea	Kg	30100		
5	Arrangement of Plates, Katories, Tumblers for breakfast.	Sets	150500		
6	Movement of Breakfast vessels to dining hall and back	Nos.	3010		
7	Assisting the cooks In serving the breakfast in dining hall	No of plates	150500		
8	Serving of water in jugs / tumblers during breakfast	No. of tumblers/ jugs	150500		
9	Supply of Coffee/Tea at work spots (in trolleys at 5 locations)	No of locations	3010		
10	Assisting in cleaning of grains/grocery/vegetables for lunch preparation	Kg	90300		
11	Assisting cooks in preparation of Lunch	Kg	120400		
12	Arrangement of Plates, Katories, tumblers for Lunch	No. of plates	240800		

Sl. No	Description of Activity	Unit of Work	Total quantity of work	Unit Rate (in figure) Rs – Ps.	Total Amount (in figure) Rs – Ps.
13	Assisting cooks in serving the Lunch in dining hall	No of plates	240800		
14	Serving of water in jugs / tumblers during lunch	No. of tumblers / jugs	240800		
15	Overall Supervision of the contract labourers deployed for upkeep & serving in Dining hall and for cleaning of food ingredients, plates and vessels	Nos.	602		
16	Cleaning of plates, tumblers and spoons after breakfast. Cleaning of cooking vessels Cleaning of tea/coffee urns and vessels after coffee/tea break.	Nos.	1806		
17	Cleaning of dining hall floor after breakfast	Sq .ft. area	9933000		
18	Movement of Lunch vessels to Dining hall and back	Nos.	6020		
19	Cleaning of Dining hall floor after Lunch	Sq .ft. area	9933000		
20	Movement of materials to stores	Kg	180600		
21	Movement of grains / grocery / vegetables from store to kitchen for Breakfast preparation	Kg	36120		
22	Transportation of items(viz. groceries, cooking material, LPG gas cylinders etc.) from receiving point to store, kitchen or Gas bank area etc.	Kg	36120		
23	Cleaning/wiping of all fixtures viz, doors, windows, staircase railings, light and office equipment etc.	Sq.ft. area	301000		

Sl. No	Description of Activity	Unit of Work	Total quantity of work	Unit Rate (in figure) Rs-Ps.	Total Amount (in figure) Rs-Ps.
24	Cleaning/wiping of staircase, passage way leading to dining hall	Sq.ft. area	1806000		
25	Deep cleaning of all equipment & fixtures (cleaning after dismantling of parts) viz fans, insect trapper etc.,	Nos.	480		
26	Cleaning of cold storage, grinding machine, boilers (with idly plant) , office, pantry, washing area etc.	Sq.ft. area	1204000		
27	Assisting in cleaning of grains/grocery/vegetables for Lunch preparation. Assisting the cooks in preparation of Coffee / Tea	Kg	180600		
28	Assisting in preparation of rice/wheat/ragi flour	Kg	36120		
29	Assisting in grinding of pulse/rice	Kg	60200		
	<b>Total</b>				

**Total Amount in words** (inclusive of all applicable taxes):

Signature  
(Name of the tenderer & official seal)

Place:

Date:

## ANNEXURE – I

### **GUIDELINES FOR REVERSE AUCTION PROCEDURE**

Against this enquiry for the subject items/system with detailed scope of supply as per enquiry specifications, BHEL proposes to resort to "REVERSE AUCTION PROCEDURE" i.e., ONLINE BIDDING ON NETWORK, before finalizing the purchase order on technically competent bidders as per the guidelines given below:

1. Reverse auction procedure shall be applicable for 2 part bid tenders only.
2. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate, BHEL will engage the services of a service provider, having network all over the world. The online bidding can be done from the vendor's respective offices on their computers with internet facility or at any of the cyber café, for which services provider's representative will provide all necessary training and assistance before commencement of on line bidding. Training is free of cost.
3. Vendors have to fax the compliance form in the prescribed format (provided by Service provider) before start of reverse auction. Without this, Reverse Auction will not be started. Delay in fixing the above will lead to disqualification.
4. BHEL will send the Auto formulated EXCEL sheet which will help to arrive at "Total Cost to BHEL" like Basic Materials Cost, Packing & forwarding charges, Excise duty, Sales tax/VAT, Freight charges, Insurance (by BHEL), Service Tax for Service,(-) ED disclaimer if any, loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the vendor to enable them to fill-in the price and keep it ready for keying in during the auction.
5. Reverse Auction will be conducted on mutually agreed schedule and time.
6. After Reverse Auction is conducted, successful bidder has to FAX the filled- in Excel sheet showing the final value accepted in Reverse Auction with breakup of each element as indicated in SI No.4 above to the service provider within 48 hours of auction without fail.

**Note: No Charges are allowed in rate of excise Duty, Sales Tax, Freight, Insurance, Service Tax and Loading factors after auction is completed.**

7. After the reverse auction is conducted, the bidder whose price is lowest (total cost to BHEL, after considering all factors as per enquiry including loading factors for deviations to

BHEL standard Commercial Terms & conditions), BHEL will process the tender as per BHEL purchase norms. Purchase order will be issued without loading factors for deviations.

**Note: BHEL will also reserve the right to open the sealed price offer submitted by the vendors for comparison purpose, if deemed necessary, without any intimation to the technically and commercially accepted bidders.**

8. 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 only be opened as per BHEL's standard practice without seeking anymore price impacts on account of BHEL not going for Reverse Auction. Hence please quote your best lowest price in first instant itself.
9. Training by service provider will be given only for the subsequent reverse auction. Training will not be given for a company which has already taken training for the FIRST REVERSE AUCTION conducted by BHEL-EDN, Bangalore.

#### **10. Activities involved in Reverse Auction:**

- a) BHEL will inform the vendor in writing, the Service provider's information to enable them to contact & get trained. Along with above information Business rules/policy also will be sent.
- b) Vendors have to contact Service provider and send Compliance form for having understood Reverse Auction procedure and ready for auction.

- c) BHEL will sent the Auto formulated Excel sheet (blank format without prices) as mentioned in SI No.4 above to the respective vendors.
- d) Vendors have to fill-in the Excel sheet (provided by BHEL) including loading factors and get ready for reverse auction.
- e) Date & Time of reverse Auction and Website address will be intimated by Service provider.
- f) Bid decrement will be indicated in the website after the Sealed bid is over and before start of Reverse auction.
- g) Vendors will be have to key-in the "Total cost to BHEL" (as worked out in the Excel sheet mentioned in SI No.4 above) in the "Sealed Bid" of the Reverse Auction within specified time duration of 20 to 30 minutes. After "Sealed Bid" auction, the lowest bidders value or BHEL's start bid price will be the starting bid value for the commencement of Reverse auction(English Reverse).
- h) At the end of Reverse auction time (English Reverse), the lowest bidder will be known on the network.
- i) Successful bidder has to fax filled-in EXCEL sheet showing the final value accepted in the Reverse auction with breakup of each component within 48 hours of completion of the Reverse Auction without altering any of the terms to the service provider. Any alterations will be taken as sabotaging the tender process and will invite disqualification of vendor to conduct business with BHEL for the period of 2 Years.
- j) The loading factors for non-conformance to BHEL standard commercial terms are only for arriving at lowest bidder. In the event of purchase order, same will be issued without Loading factor values indicated in EXCEL sheet. We repeat PO, will be issued for scope of Supply + Packing & Forwarding charges if any, Excise duty, Sales tax, Service tax for service and Freight Insurance. Insurance will be to BHEL account.

11. This tender BHEL-ESD Proposes to resort to (Reverse Auction Procedure) that is online bidding on network to finalize the tender on technically and commercially Competent Vendor.

## ANNEXURE-II

### SCOPE OF WORK

BHEL, Electronics Systems Division situated at Electronics City, Bangalore-100 is having an Industrial Canteen, which caters to food requirements for approximately 400 persons. BHEL-ESD is seeking to avail upkeep services of kitchen and dining hall at ESD through a contractor.

The contract envisages proper housekeeping and maintenance of kitchen and dining hall as per the work defined hereunder. The work under this contract shall also involve movement of canteen materials / food and assisting in the activities such as preparation of food, cleaning of food ingredients, serving of food etc.

All the activities / processes carried out under the contract shall strictly conform to the hygienic requirements of BHEL-ESD canteen. All possible precautions shall be taken while carrying out activities so as to ensure that the prepared food / ingredients are not contaminated / quality affected due to omissions / commission in the workmanship under this contract.

Currently, the food is served at ESD Canteen as per the following schedule:

- a. Breakfast : 7.15 am to 8.00 am
- b. Morning Coffee / Tea: 8.45 am to 9.00 am
- c. Lunch: 11.45 am to 12.30 pm
- d. Afternoon Coffee / Tea: 1.45 pm to 2.00 pm

The whole activities / processes defined hereunder as the scope of work shall be well aligned so as to facilitate timely operation of canteen in a clean and hygienic environment and prompt service. Further, the time schedule mentioned above are liable for change purely at the discretion of BHEL Management and will be binding on the contractor.

The activities, exclusively or otherwise, to be performed are described below:

#### **Scope of Work**

##### **I. Supervision of upkeep & serving services at ESD**

##### **II. Upkeep activities:**

- a. Cleaning of the floor of rooftop dining facility comprising areas of serving, dining, hand wash, vessel wash vessel / material storage and corridors. Cleaning includes sweeping and wet mopping using cleaning agents / disinfectants provided by BHEL. Cleaning is to be carried out after breakfast serving and also after lunch serving.
- b. Cleaning/wiping of all fixtures such as doors, windows, staircase railings, lights and office equipment etc. of both ground floor kitchen and rooftop dining hall daily using the cleaning agent provided by BHEL.
- c. Cleaning including sweeping and wet mopping/wiping of staircase, passage way leading to rooftop dining hall. All the three staircases and passageways leading to dining hall shall be cleaned on a daily basis using cleaning agents / disinfectants provided by BHEL.
- d. Deep cleaning of all equipments & fixtures including lift and hoist / cage lift, industrial fans, ceiling fans, burners, storage racks, cold storage, refrigerator, water dispensers / coolers, insect trapper etc., by dismantling parts, wherever applicable, using suitable cleaning agent provided by BHEL once in a fortnight.
- e. Cleaning of cold storage, refrigerator, grinding machine, coconut scrapper, mixie, boilers for idly plant and vessels, office, pantry, washing area on a daily basis using the cleaning agent provided by BHEL etc.

- f. Arrangement of plates (250 nos), katories (500 nos), tumblers (250nos), spoons, for breakfast on a daily basis. The serving counter arrangement shall be completed at least 15 minutes before the breakfast serving time.
- g. Arrangement of plates (400 nos.), katories (1600 nos.), tumblers (400 nos.), spoons (100 nos.) for Lunch on a daily basis. The serving counter arrangement shall be completed at least 15 minutes before the breakfast serving time.
- h. Cleaning of all types of cooking vessels, utensils, cutleries after preparation of breakfast and lunch on a daily basis. Cleaning of plates, (250 nos.), katories (1250 nos.) tumblers (250 nos.) after the designated serving time of breakfast on a daily basis. The cleaning shall be done using the cleaning agent and hot water, wherever applicable, made available by BHEL.
- i. Cleaning of tea/ coffee kettles (12 nos.), vessels, cutleries and utensils used for tea / coffee preparation twice a day (morning and afternoon) using the cleaning agent and hot water, wherever applicable, made available by BHEL. Adequate care shall be taken while cleaning the kettles so as to avoid stale odour of the kettles.

### III. Serving activities:

1. Assisting the cooks in serving the breakfast in dining hall.
2. Assisting cooks In serving the Lunch in dining hall

*The breakfast shall be served to employees and lunch shall be served to employees, trainees and contract labourers, during the designated time as per the quantity stipulated by BHEL. Serving personnel shall be in neat and tidy uniform wearing head caps and gloves. The serving personnel shall be properly hair dressed and their finger nails shall be neatly cut. Head caps and gloves, wherever applicable, will be provided by BHEL.*

3. Serving of water in jugs / tumblers during breakfast
4. Serving of water in jugs / tumblers during lunch

*Drinking water shall be served on tables during designated times of breakfast and lunch. The work involves filling of water jugs, arrangement of tumblers on table and filling of tumblers.*

5. Supply of Coffee/Tea at work spots during morning and afternoon (in trolleys at 5 locations)

*Coffee / Tea shall be served at the work spots twice a day (during morning and afternoon). The coffee / tea kettles need to be carried to the identified locations on trolleys in closed kettles before the designated time so as to serve it hot.*

### IV. Other activities:

1. Movement of vessels for preparation of breakfast and lunch
2. Movement of breakfast and lunch vessels to dining hall and back: the serving vessels carrying food is required to be shifted from ground floor kitchen to rooftop canteen using cage lift at least 15 minutes before the designated serving timings of breakfast and lunch.
3. Movement of ingredients for preparation of breakfast and lunch
4. Assisting cooks in preparation of breakfast, coffee & tea and lunch
5. Assisting in cleaning of grains/grocery/vegetables for breakfast and lunch preparation.
6. Transportation of items (viz. groceries, cooking material, LPG gas cylinders etc.) from receiving point to store, kitchen or gas bank area etc.
7. Movement of materials to stores
8. Assisting in preparation of rice/wheat/ragi flour
9. Assisting in grinding of pulse/rice

The above job description is only illustrative and not exhaustive. The contractor shall carry out the jobs as per the directions of authorised representative of BHEL.

## CHECK LIST

Sl.No.	Description /Item	Enclosed
<b>I. Techno-Commercial Bid (Part –A) sealed envelop</b>		
1.	Filled up Techno-Commercial Bid (Part –A) (Page No. 19 to 23)	Yes / No
2.	Original tender document comprising 'Cover Page, Abstract, Instruction to tenderers', 'Terms & Conditions of Contract' 'Annexure-I', 'Annexure-II' and 'Checklist' duly signed & stamped by the Contractor as a token of acceptance (Page No. 1 to 18 & Page No.28 to 32)	Yes / No
3.	<b>Earnest Money Deposit for an amount of Rs.1,50,000/-</b> by way of Demand Draft / Pay Order / Cash (as permissible under Income Tax Act)	Yes / No
4.	Copy of certified Balance Sheet & P&L account / certified turnover details	Yes / No
5.	Copy of Work Completion Certificate(s)	Yes / No
6.	Copy of PF & ESI Regn. Certificate	Yes / No
7.	Copy of Service Tax Regn. Certificate	Yes / No
8.	Copy of PAN Card	Yes / No
9.	Copy of registration under Karnataka Shops & Commercial Establishment Act	Yes / No
10.	Copy of solvency certificate not older than 1 year, for a value not less than Rs.16,50,000/- from a Scheduled Bank	Yes / No
11.	Other documentary proof, if any	Yes / No / NA
<b>II. Price Bid (Part-B) sealed envelope</b>		
1.	Filled up Price Bid (Part –B) (Page No. 24 to 27)	Yes / No
<b>III. Part -A and Part –B envelops in a single sealed outer envelope</b>		
		Yes / No