



01.MAINTENANCE AND UPKEEP SERVICE OF CANTEEN PREMISES

Name of work: MAINTENANCE AND UPKEEP SERVICE OF CANTEEN PREMISES AT BHEL –EDN.

Essential Eligibility criteria for selecting the contractor

- I. The Contractor should have experience of at least SEVEN (7) years in executing labour contracts preferably in large Organizations.
 - II. The contractor should have preferably successfully completed similar works during the last 7 (SEVEN) years as per the details hereunder (copy of completion certificate to be enclosed):
 - a) Three similar completed works (each not less than 40% of the estimated cost), or
 - b) Two similar completed works (each not less than 50% of the estimated cost), or
 - c) One similar completed works (each not less than 80% of the estimated cost).
 - III. The Firm should have legal status. Firm means and includes Proprietary concern, Partnership firm, Companies etc. The Firm should have been registered under relevant Act for carrying out the nature of work for which this tender is invited.
 - IV. The average of last three years turnover of the Firm should be Minimum 30% of the estimated cost.
 - V. The Firm should have PAN / TAN / TIN Number.
 - VI. The Firm should have ESI, PF codes and Service Tax registration Number allotted under its name.
 - VII. **The EMD should have been submitted along with the Technical Bid.**
 - VIII. The Contractors should have categorically confirmed acceptance of all the tender Terms and condition including the payment terms.
 - IX. The Contractors should have filled in all the required particulars in the blank spaces provided in the Tender documents and should have signed each and every page of the tender document with date before submitting the same.
1. the contractors are advised to inspect the site of work and its environments and be well acquainted with the actual working and other prevailing conditions. They should be well versed with BHEL General Conditions of Contract, Instructions to contractors, Scope of work defined under Annexure I,II &III attached herein and all other documents, which form part of the Agreement to be entered into subsequent to award of work. For any clarifications, contact Shri K Parthiban, AGM/HR, BHEL-EDN, Mysore Road, Bangalore - 26 in person or over Land line number 26998710, Mob No 9900509233.
 2. Details and quantities of each item of work shown in the scope of work here to are only approximate. They are given as a guide for the purpose of tendering only and are liable to variations and alterations at the discretion of the competent authority of BHEL.
 3. All items of work done shall be entered in Register daily so that complete record is obtained of all works performed under this arrangement, and signed and dated by both parties viz., persons authorized for and on behalf of BHEL and the Contractor.
 4. BHEL reserves the right to assess the capacity and capability of the parties for pre-qualification. The Company also reserves the right accept or reject any or all the tenders or any part thereof at any stage of process without assigning any reasons whatsoever. The company has obligation to accept the lowest tender. BHEL's decision in this regard shall be final and binding.



- iii) Security Deposit may be furnished in any one of the following forms:
- a) Cash (as permissible under the Income Tax Act)
 - b) Pay Order, Demand Draft in favour of BHEL.
 - c) Local cheques of scheduled banks, subject to realization.
 - d) 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 favor of BHEL and discharged on the bank)
 - e) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act subject to a maximum of 50% of the total security deposit value. The balance 50% has to be remitted either by cash or in the other form of security. The Bank Guarantee format should have the approval of BHEL.
 - f) 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.
 - g) 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.
 - h) EMD of the successful contractor shall be converted against the security deposit.
 - i) The Security deposit shall not carry any interest.
 - J) NOTE: Acceptance of Security Deposit against Sl. No.5(d) and 5(f) above will be subject to hypothecation or endorsement on the documents in favour 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.
 - k) The Security Deposit will be forfeited and credited to BHEL in the event of breach of any of the terms and conditions of this contract by the contractor.
 - l) The Security Deposit will be refunded by BHEL after due fulfillment of the contract, on the contractor rendering a No Demand and No Due Certificate, and after adjusting any sums due to BHEL from the contractor under this contract or under any other contract with this division or any other sister division of BHEL.
5. a) Except where otherwise provided for in the contract all questions and disputes relating to the meaning of the Scope of work 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, estimate, instructions, order 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 thereof shall be referred to the sole arbitration of the General Manager of Bharat Heavy Electricals Limited, Electronics Division, and if the General Manager is unable or unwilling to act, to the sole arbitration of some other person appointed by the General Manager willing to act as such arbitrator.
- b). There will be no objection if the arbitrator so appointed is an employee of Bharat Heavy Electricals Ltd, Electronics Division 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 of difference, The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, such General Manager 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 terms of the contract. Such persons shall be entitled to proceed with the reference from the stage at which his predecessor left it.



- c) It is also a term of this contract that no person other than a person appointed by such General Manager, as aforesaid should act as arbitrator and if for any reason, that is not possible, the matter is not to be referred to arbitration at all in cases where the amount of the claim in dispute is less than Rs.50,000/- (Rupees Fifty Thousand only) the arbitrator shall give reasons for the award.
 - d) 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 proceedings under this clause.
 - e) It is a term of the 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.
 - f) The arbitrator(s) may enlarge the time, for making and publishing the award from time to time with consent of the parties.
 - g) The work under the contract shall continue if reasonably possible, during the arbitration proceedings and no payment due or payable to the contractor shall be withheld on account of such proceedings.
 - h) The arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the dates of first hearing.
 - i) The arbitrator shall give a separate award in respect of each dispute or difference referred to him.
 - j) The venue of arbitration shall be such place as may be fixed by the arbitrator in his sole discretion.
 - k) The award of the arbitrator shall be final, conclusive and binding on all parties to this contract.
- 6.
- a) The Contractor shall comply with the provisions of the Factories Act 1948, the Payment of the Wages Act 1936, Minimum Wages Act 1948, Contract Labour (R & A) Act 1970, Workmen's Compensation Act 1923, Payment of gratuity Act 1972, Payment of Bonus Act 1965, Income Tax Act, Service Tax Act, KVAT Act, Employment of Children Act 1938, Employers Liability Act 1938, Industrial Disputes Act 1947, ESI Act 1948, PF Act 1952, Shops & Estb Act & other Acts, Central or State, that may be applicable to him.
 - b) The contractor shall comply with all statutory requirements, Rules, Regulations, and notifications in relation to employment of his employees issued from time to time by the concerned authorities.
 - c) He shall be liable to pay all such sum or sums that may become payable as contribution, compensation, penalty, fine or otherwise, which the Management of BHEL may be called upon to pay under the provisions of the above said Acts, to or on behalf of any workmen employed by the contractor by an authority empowered under the relevant Act.
 - d) 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 damage howsoever negligent on account of imperfect or improper performance of this contract by the contractor, his workmen, servants or agents and any money which may become payable to the Management of BHEL as aforesaid shall be deemed to be money due under the terms of this contract or accruing to the contractor by the management of BHEL or may be recovered by the management of BHEL from the contractor in any other manner.



7. i) The contractor should take independent code numbers under EPF Act 1952 and ESI Act 1948, CL(R & A) Act.1970 and shall cover his workmen under the Employees Provident Fund Schemes and Employee State Insurance Act 1948 & show proof of payment subscription/contributions>Returns to the concerned authorities. Both in respect of ESI / EPF the contractor shall obtain necessary declarations forms from his workmen and obtain individual IP nos. and PF nos. and shall furnish to the company necessary proofs for having made remittances of ESI & PF contributions in respect of all contract labourers engaged by him. The contractor to provide PF pass books to his employees.
- ii) As regards Employees State Insurance Act, the contractor shall submit true Photostat copies of the challans of remittance of the contributions (both Employees and Employers) to the ESI Corporation, in respect of the employees engaged in BHEL by him for this work for the relevant period, before any payment is released by BHEL. The contractor shall provide ESI membership no./card to each of his employees. The contractor shall maintain the prescribed accident book. The Contractor shall submit Returns to the Authorities and a copy of the same should be submitted to BHEL.
- iii) As regards Employees Provident Fund and Miscellaneous Provisions Act 1952 and rules and regulations and schemes framed there under, he shall be liable to pay employees & employers contribution under the Act in respect of all workmen employed by him for the execution of the contract.
- iv) For this purpose, he shall indicate the code number obtained by him from the Regional Provident Fund Commissioner and produce the true Photostat copy of the challan receipt of monthly remittance of the contributions made by him along with every bill. He shall also furnish such returns as are due, under the Act, to be sent to the appropriate authorities through BHEL and subsequently a copy of the same should be submitted to BHEL. Submission of the documents like book of the A/c etc., as required by ESI/PF authorities also to be complied with.
8. The BHEL General Conditions of Contract (GCC) shall also apply to this work, except to the extent modified in these conditions. The contractor shall scrutinize the GCC available in BHEL EDN and acquaint himself with the provisions thereof, to his satisfaction.
9. This arrangement is purely on temporary license basis & it is subject to extension / renewal solely at the option and discretion of the management of BHEL.
10. 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. As regards unsatisfactory performance or non-compliance with any of the terms and conditions of the contract by the contractor, the management of BHEL shall have the right to terminate the contract forthwith without notice and rearrange the balance work through other Agencies at the risk and cost of the contractor and under such circumstances, the security deposit paid by the contractor shall stand forfeited.
11. Contractors shall submit an up-to-date solvency certificate up to the value of 10% of the value of work from their Bankers (Scheduled Bank) & up-to-date Income Tax Clearance Certificate with their offers.



12. The contractor shall follow such Acts, Rules & Regulations of the State/Central Government that are in force and that may be framed from time to time. BHEL shall not be responsible for any infringement of the various statutes in force, by the contractor.
13. The contractor shall obtain, at his own cost the necessary license in respect of his trade /business, in respect of this work. The expenses in completing the formalities in executing the agreement including expenses on stamp paper will also be met by the contractor.
14. The Management of BHEL shall have the right to withhold payment of, or make recoveries from claims due to the contractor in respect of any loss or damage caused or occasioned in respect of the properties of BHEL under the terms and conditions of this arrangement or any payments necessitated due to the infringement of any statutory obligations, by the contractor.
15.
 - a) The contractor shall not transfer or sublet the work to any one without the prior written approval of BHEL. The contractor shall either by himself or through a competent agent approved by BHEL authorities, perform the said work.
 - b) The contractor or his authorized agent approved by BHEL shall be in attendance in BHEL premises during all working hours, for supervising the work and the contractor alone shall make payment to the agent/supervisor and BHEL will not entertain any claim in this regard. Failure to do shall constitute breach of the terms of agreement.
 - c) For any negligence of the service by the workmen/agent employed by the contractor, or for any loss or damage caused or occasioned by himself, his agents or workmen in respect of the property of BHEL, the contractor shall be personally responsible and shall make good the loss forthwith.
16. The rates/Percentage Margin of the Contractor quoted is firm for the entire period of contract. No increase in rates or extra payment will be allowed on any account. However in case either the state/central/statutory authorities makes a revision of minimum wages during the subsistence of the contract and that increase, if it affects increase in wages payable to the workmen engaged by the contractor, the same will be reimbursed to the contractor by BHEL on actual basis on production of proof of payment. Also in case there is any changes in statutory payments, Govt. Levies & applicable taxes the same will be reimbursed to the contractor by BHEL.
17. Whenever under the contract, any sum of money shall be recoverable from, or payable by, the contractor, 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 under any other contract or from his security deposit, in respect of this work or in respect of any other work.
18. Any additional item of work not covered by the contract or change in the frequency / area in cleaning work in excess of 110% of the agreed area or frequency has to be carried out by the Contractor.



19. The contractor shall pay to his workmen for the holidays declared by BHEL under N&FH Act, 1963, which includes 3 National holidays. The contractor shall ensure holidays as declared by BHEL.
20. The contractor shall pay the minimum wages applicable to his workmen as per the notifications of Central/State or any other authority from time to time.
21. The company will purchase the consumables and it will be handed over to the contractor for cleaning the premises.
22. The contractor shall issue – (two) 2 Sets of uniform per year and one pair of safety shoes along with two socks once in Two years to his workmen, within one month from the start of the contract period and the actual cost will be reimbursed to the contractor by the company against production of bills duly certified by Shift I/C or Gen shift I/C and the contractor shall obtain signatures of his workmen in the register maintained for this purpose and produce the register to Shift I/C or Gen shift I/C for verification.
- 23 a). Safety Gadgets / Appliances issued to the workmen shall be mandatory to be worn/put on by the workmen without fail as advised by Shift I/C or Gen shift I/C. The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
- b). Canteen being an essential service, contractor to ensure that the required and stated number of workmen are deployed regularly. The contractor while sanctioning leave to his employees he should also ensure that sufficient employees are available for deploying them to work to execute the work as per contract terms.
24. The contractor shall pay bonus at 8.33 % to his workmen every year and the same shall be payable to the contractor by BHEL on actuals and on production of bonus register duly certified by Shift I/C or Gen shift I/C for verification by the HR/Finance Dept. authorities.
25. The Attendance Bonus @Rs.10/- per day and Travelling allowance at Rs. 30/- per day will be paid to each contract labour of 61 Mandays on the day of actual attendance for the total 301 working days per annum. In addition, washing allowance @ Rs75/-per month will have to be paid to each contract labour.
26. Payment of gratuity under the Gratuity Act and retrenchment compensation under the Act will be the sole responsibility of the contractor.



Contract for Maintenance and upkeep Canteen Premises-Scope of work

SI.No.	Details of Work
1	Cleaning of about 150 numbers of SS dinning tables before and after the food service. (Each dining table is attached with eight seats).
2	Cleaning and mopping of floor area of Canteen building approximately 2000 Sq. Mtrs. Three times daily by using good quality of cleaning materials. The floor area includes dining halls, kitchen, washing Room, stores, office and staircase etc.
3	Cleaning of the following items (approximate quantity).
	Meals Plates 3000 nos
	Tiffin Plates 400 nos
	Water Tumblers 3000 nos
	Coffee Cups 500 nos
	Katories 12,000 nos
	Cooking Vessels 20 nos
	Coffee/Tea urns 80 nos
	Serving vessels with lids 80 nos
4	Cleaning / Wiping of all fixtures viz. Doors, Windows, Staircase rails, fans, light and Office equipment, etc.
5	Removal of cobwebs once in 15 days.
6	Any sanitary work that results in choking of the drainage line should be attended.
7	Cleaning of floors of dry grinding machine room, Boiler room, Restroom, Stores,Office, Pantry, etc.
8	Distribution and service of Food items/ Dry snacks/Coffee/Tea etc in the Canteen and factory premises (shops).
9	Assistance in Canteen associated works and pantry.
10	Any other jobs that may arise from time to time relating to the Scope of Work shall be carried out.
11	Helping the cooks.
12	Operation of Battery operated Trucks and operating the vegetable cut machines and other such skilled works as and when required.

Note: As per the instructions of HR/ Executives or Shift Supervisors, the contractor shall deploy adequate number of his workmen for departmental services and when required. **Note:** The above is only illustrative and not exhaustive. The contractor shall carry out the jobs as per the directions of Shift I/C or Gen shift I/C due to exigencies of work.



APPLICATION FORM
FOR REGISTRATION / EMPANELMENT OF CONTRACTORS / SUPPLIERS

Complete all sections of the form and send the completed form and attachments in a sealed envelope marked 'Application for Registration of Contractors'. All the pages are to be signed by the authorized signatory and the contractors seal affixed.

1.0 Applicant Particulars:

Name of the contractor / company / establishment / firm			
Constitution or Legal Status	Whether Individual / Partnership / Limited Company / PSU / Others.		
Registered Address:			
Contract Person Name, Designation & Nationality			
Address for correspondence			
Tel.No.		Fax No.	
Mobile No.		Email Address	



2.0 Registration is desired for the following Canteen related works/services:

(Choose from categories for which registration is required and put ✓ mark in the column marked YES)

Sl No.	Nature of Work	Registration required for	
		YES	NO
01	Maintenance and up keep service of canteen premises.		
02	Supply of dry snacks / services.		
03	Ragi ball / Chapathi preparation services.		
04	Wet break fast supply services.		
05	Providing assistant cooks for cooking services.		
06	Servicing of LPG manifold system & big LPG stoves(5 burners.)		

3.0 Essential information to be provided regarding registration with statutory authorities: (Please attach copies of the documents)

Requirement	Detail
Provident Fund – Registration code no.	
Employee Sate Insurance(ESI) - code no.	
Income Tax - PAN No.	
Labour License – Registration No.	
License for specific work (Eg: Electrical Works)	
Service Tax registration	
VAT registration	
MSMED / NSIC registration if any	
Bank Account Number and Banker's address	



4.0 Type of Ownership:

- Individual Partnership Limited Company (Pvt./Public)
- PSU / Govt. Undertaking
- Other, please specify

Submit proof in support of above as applicable: Income Tax Return in case of individual/
Partnership Deed/ Articles and Memorandum of Association/ Certificate of Incorporation/
Certificate of Registration.

5.0 Financial soundness of the applicant will be judged on the basis of their
financial performance during the last 3 years. Applicant is required to submit copy
of the I.T. Return for the last 3 years.

YEAR	2009-10	2010-11	2011-12
Annual Turnover (In Rs. Lakhs)			
Profit / Loss (in Rs. Lakhs)			
Banker's Solvency Certificate			



6.0 If you already having registration with BHEL or other organizations please provide details:

Company	Name / Unit / Location / Zone	Registration Number	Validity	Financial limit for which registered	Type of work for which registered
BHEL					
Other PSU					
CPWD / KPWD					
Central / State Govt.					
Others (Specify)					

Attach attested copy of registration.

7.0 List of works that have been executed satisfactorily during last 3 financial years

(Attach details and certificates from principal employers, use additional sheets if necessary)

Name of work	Value of contract	Period of contract	Actual period of completion	Name of principal Employer / Organization



8.0 List of major projects / works on hand and being executed (*Attach details with copies of the work order / purchase order, use additional sheets if necessary*)

Name of work	Value of contract	Period of contract	Name of principal Employer / Organization

9.1 Details of manpower employed by the contractor.

1. Total Number of Persons :

2. Total Number of Technical Persons

a. SSLC Passed :

b. I.T.I Passed :

c. Diploma Holders :

d. Graduates :

e. Others :

3. Total number of unskilled persons :



10.0 Give details of Major Equipments, Tools, Accessories etc., owned by the applicant (attach additional sheets if necessary):

Name of Equipment, Tool, Accessory etc.	Capacity	Nos.	Age/Condition	Remarks

11.0 List the names of Owners / Partners / Promoters and Directors / Company Secretary / Holder of power of Attorney, as applicable, in the format detailed below:

Name of the owner/Partners/ Promoter & Directors/Company	Address	Whether Owner / Partner / Promoter / Directors / of the Company or Secretary / Holder of power of Attorney	Extent of share holding in the Firm / Company as the case may be



12.0 Any other disclosures applicant may like to submit regarding litigations, liquidated damages, disqualifications, blacklisting etc.

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13.0 Any other detail or information applicant may like to submit.

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14.0 DECLARATION:

I / We declare that I / we are an Indian national and I declare that the particulars provided herein are true & correct to the best of my knowledge. I or my partners have not applied for registration with BHEL in any another name. I / we are well acquainted with all existing Acts, Rules, Regulations, Orders and Byelaws including all statutory Amendments and Enactments of State or Central Government and other local authorities including all labour laws related to contract works to be carried out in BHEL / a PSU. I / we agree that the registration is not transferable and the registration does not confer any special rights or privileges on me / us and that this registration will be without prejudice to the BHEL's right to publication of open tender notice in newspapers inviting tenders from time to time for individual works and to the Company's general terms and conditions of contract. I / we agree to abide by BHEL's policies and terms & conditions governing the contracts from time to time. I / we agree to have e-payment/ electronic funds transfer (EFT) / RTGS facility with the bank. I / we agree that the registration is liable to revocation or cancellation if it is found at any time that the particulars furnished by me/ us are false.

Date.....

(Signature & seal of applicant)