



Tender Document for the Work of:

**COOKS & ASSISTANTS FOR
COOKING & SERVING ON CONTRACT BASIS.**

Tender Opening Date: **At 01:00 P:M on 05/08/2016.**

This Tender Document Contains 17 Pages.

NOTICE INVITING TENDER

01. TENDER NUMBER : EDN/CNT/701/AC/2016 dated 15/07/2016
02. NAME OF THE WORK : Cooks & Assistants for Cooking & Serving on Contract Basis.
03. CONTRACT PERIOD : Two (02) Years
04. APPROXIMATE VALUE OF CONTRACT : Rs. 146.75 Lakhs
05. EARNEST MONEY DEPOSIT : Rs. 2,00,000/- (Rupees Two Lakh Only).
06. LAST DATE AND TIME FOR THE RECEIPT OF COMPLETED TENDER : Up to 12:45 P.M on 05/08/2016
- DATE & TIME FOR TENDER OPENING (TECHNICAL BID) : At 01:00 P.M on 05/08/2016
- THE PLACE OF TENDER : TENDER OPENING WILL BE DONE IN THE RECEPTION AREA OF BHEL/ ELECTRONICS DIVISION, MYSORE ROAD, BANGALORE-560 026.

NOTE: The Tenderer shall put Signature, Seal and Date on all Pages of Tender Documents.

Important points of this Tender:-

1	i) Instructions to Tenderers ii) Essential Eligibility Criteria	Page 03 to 04 Point No. 13, Page No. 04
2	i) General Terms & Conditions (Part I) ii) EMD & SD Money	Page 05 to 09 Point No. 3 & 4, Page No. 05
3	i) Administrative Instructions (Part II) ii) Uniform & Shoes iii) Category of Manpower to be employed	Page No. 10 to 11 Point No.2, Page No. 09 Point No.6, Page No. 09
4	Technical Bid (Parts-A)	Page 12 to 13
5	Annexure-I consist of details of the Scope of work	Page 14
6	Annexure II Reverse Auction Procedure	Page 15-16
6	Price Bid Schedules Part B	Page 17

All of the above shall form Part and Parcel of the Tender Documents.

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Instructions to Tenderers

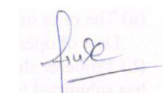
Name of Work:

COOKS & ASSISTANTS FOR COOKING & SERVING ON CONTRACT BASIS.

Sealed Tenders for cooks & assistants for cooking & serving on contract basis as per the scope of work explained in the Annexure I enclosed, is hereby invited from the Tenderers.

01. Sealed Tenders should be submitted in sealed envelopes in TWO Parts that is, Technical Bid and Price Bid.
 - (i) Technical Bid [in the Format of *Schedule- Part A*, which is enclosed to the tender documents] and Price Bid [in the Format of *Schedule -Part B*, which is also enclosed to the tender documents] should be put in separate sealed covers, clearly mentioning "Technical Bid" on the cover in which technical bid is kept inside and "Price Bid" on the cover in which price bid is kept inside. Further, both the sealed covers should be put into one single cover.
 - (ii) The Tender documents should be duly signed, sealed and the same should also be put into the cover.
 - (iii) In other words, 'Technical Bid Cover' 'Price Bid Cover' & Tender documents should be put in single cover.
02. Tenders should be addressed to **Shri Avinash Mishra, Deputy General Manager/HR, Electronics Division, BHEL, Mysore Road, Bangalore – 560 026**. The full name and address of the Tenderer and the name of the Tender as "**Cooks & Assistants for cooking & serving on contract basis**" and Tender Ref. No. **EDN/CNT/701/AC/2015 dated: 15/07/2016** should be indicated on the Cover.
03. The local address of the tenderers, the name of the person to whom all the correspondence are to be addressed should be indicated, with telephone number/ mobile number (both Office & Residence) and telex/fax numbers.
04. All the entries in the Tender Documents should be written in one ink. Eraser and over writings are not permitted. The Tenderer concerned, with proper indication of the name, designation and address of the person signing should duly sign all cancellations and insertions.
05. Tenderer shall fill in all the required particulars in the blank spaces provided for this purpose in the tender documents and also sign each and every page of the tender document before submitting tender.
06. 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.
07. **The rates to be quoted by the Tenderers as % of profit margin, only at specified place in Sl. No. 9 of the Price Bid (Schedule Part B) attached with the Tender document and shall be firm.**
09. (a) The rates quoted in the Tender shall Remain valid for a period of Three Months from the Date of opening of tender and till the time a formal agreement is signed for the contract.
(b) Tenderer shall not increase their quoted profit rates in **Sl. No. 9 of the Price Bid**, once the tenderer has submitted his quotation and during execution of the contract incase his tender is accepted.
10. Completed Tender shall be dropped in the Tender box marked **Box No-12 "HRM Dept"**. Situated at BHEL-EDN, Reception Area, so as to reach us before the due date / time. Offers received after the due date/time shall not be considered.
11. Only technical bid will be opened on the due date. The price bid will be opened later after technical scrutiny. Time and date of the price bid opening will be intimated separately to technically qualified bidders only.
12. The technical evaluation will be done on the basis of the following essential requirements and overall suitability.

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13. Essential Eligibility Criteria for selecting the Supplier at Technical Evaluation Stage.

- I. The tenderer should have experience of at least **THREE (3)** years in the field of supply of contract labours as on the date of tender.
- II. The tenderer should have successfully completed similar works during the last 7 (seven) years as per the details hereunder (copy of completion certificate to be enclosed):
 - i) Three similar completed works (each not less than 40% of the estimated cost), or
 - ii) Two similar completed works (each not less than 50% of the estimated cost), or
 - iii) One similar completed works (each not less than 80% of the estimated cost).Here similar works means Supply of contract labours.
- III. The Firm should have legal status. Firm means and includes Proprietary concern, Partnership firm, Companies etc.
- IV. The average of last three years (ending 31st March of previous financial year) financial turnover of the Firm should be Minimum 30% of the estimated cost.
- V. The Firm should have PAN Number.
- VI. The Firm should have ESI, PF and Service Tax registration Number allotted under its name/ under his Sub-Contractor who will supply labour.
- VII. **The EMD has to be submitted along with the Technical Bid.**
- VIII. The Tenderers should have categorically confirmed acceptance of all the tender Terms and condition including the payment terms.
- IX. Tenderers shall submit an up-to-date solvency certificate up to 10% of the estimated value of work from their Bankers (Scheduled Bank).
14. Before tendering, the Tenderers are advised to inspect the premises of Canteen and its environments and be well acquainted with the location of the Kitchen/Dining Halls and other prevailing conditions. For any clarifications, contact DGM / HR –Department, BHEL-EDN, Mysore Road, Bangalore – 26, in person or over phone number 26998218/26998820.
15. Details of works are shown in the Annexure I attached hereto. BHEL reserves the right for any variations and alterations of the list. The overall mutual interest will be kept in view while considering for any changes in the list.

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PART-I

GENERAL TERMS AND CONDITIONS

01. This Tender for a period of Two years from the date of awarding the Tender is for providing Cooks and Assistants (i.e., 02 Highly Skilled, 08 Skilled and 20 Semi skilled) having necessary experience and expertise in the field as mentioned in Administrative Instructions Point No.5 (a),(b), (c). The contract may be extended for one more year with the same rate (profit percentage), terms & conditions with mutual consent.
02. The Tenderer has to indicate his rates (i.e., Profit in Percentage) both in words and figures in specified place of Schedule Part B attached. In case of discrepancy between the rate indicated in words and figures, the lower of the two will be reckoned and binding. The lowest tendered value would be determined based on the quotation submitted in Price Bid in Part-B of the Schedule attached.
03. The Tenderers shall deposit a sum of **Rs. 2,00,000/-** (Rupees Two Lakhs Only) as **Earnest Money Deposit (EMD)** as per clause No. 8.0 of BHEL Works Policy) along with the Technical bid by way of Demand Draft only from any nationalized Bank or from a scheduled Bank drawn in favour of Bharat Heavy Electricals Ltd.
- 3.1 **EARNEST MONEY DEPOSIT:**
- 3.1.1 EMD by the Tenderer will be forfeited as per Tender Documents if:
- i) After opening the tender, the tenderer revokes his tender within the validity period or increases his earlier quoted rates.
- ii) The tenderer does not commence the work within the period as per LOI / Contract. In case the LOI / contract is silent in this regard then within 15 days after award of contract.
- 3.1.2 EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of acceptance of award of work by the successful tenderer.
- 3.1.3 EMD shall not carry any interest.
04. **SECURITY DEPOSIT:**
- Security Deposit should be collected from the successful tenderer. The rate of Security Deposit will be as below:
 - - Above Rs. 50 lakhs: Rs 4 lakhs + 5% of the amount exceeding Rs. 50 lakhs.
 - The security Deposit should be collected before start of the work by the contractor.
 - 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.

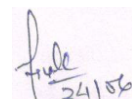
(Note: Acceptance of Security Deposit against Sl. No. (iv) and (vi) above will be subject to hypothecation or endorsement on the documents in favor of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter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

- Security deposit shall not be refunded to the contractor except in accordance with the terms of the Contract.

*MSE 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.

05.

- (a) Except where otherwise provided for in the contract all questions and disputes relating to the contract terms and instructions herein before mentioned and as to the quality of food items or materials used or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, instructions, order or these conditions or otherwise concerning 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 Executive Director of Bharat Heavy Electricals Limited, Electronics Division, or any other person appointed by him to act as such arbitrator 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 his views on all or any of the matters in dispute or difference, the arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, the Executive Director, BHEL-EDN, shall appoint another person to act as arbitrator in accordance with terms of the contract. Such person shall be thereafter 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 Executive Director-BHEL-EDN, as aforesaid should act as arbitrator and that the arbitrator shall give reasons for the award he may pass in accordance with laws giving due consideration to the facts and circumstances.
- (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 from time to time with consent of the parties enlarge the time, for making and publishing the award.

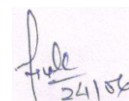


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- (g) The supply under the contract shall if reasonably possible, continue during the arbitration proceedings and no payment due or payable to the supplier shall be withheld on account of such proceedings.
 - (h) The arbitrator shall be deemed to have 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.
- 06.**
- (a) The Tenderer shall comply with the provisions of the Factories Act 1948, the Payment of the Wages Act 1936, Minimum Wages Act 1948, Employee's Compensation Act 1923, Income Tax Act 1961, Service Tax Rules, KVAT Act, Child Labor (Prohibition and Regulation) Act 1986, ESI Act 1948, PF & MP Act 1952, & other Acts, Central or State, that may be applicable to him.
 - (b) The Tenderer 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 Tenderer 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 or for negligence on account of imperfect or improper performance of this contract by the Tenderer, his workmen, servants or agents and any money which may become payable by the Management of BHEL as aforesaid shall be deemed to be money due under the terms of this contract or accruing from the Tenderer to the management of BHEL or may be recovered by the management of BHEL from the Tenderer in any other manner.
- 07.**
- (i) The Tenderer should undertake that in case he is awarded the contract, he shall cover his workmen under the Employees Provident Fund Schemes and Employee State Insurance Act 1948 & show proof of payment of subscription /contributions / Returns to the concerned authorities. In such an event, both in respect of ESI / EPF the Tenderer 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 his workmen engaged by him. The Tenderer shall also to provide PF pass books to his employees or alternatively, if the tenderer is requesting labour by his sub-contractor then the sub-contractor shall comply with the above provisions in such case.
 - (ii) As regards Employees State Insurance Act, in the event of receipt of contract in his favour, the Tenderer shall submit true Photostat copies of the challans of remittance of the contributions (both Employees and Employers) made to the ESI Corporation, in respect of the employees engaged in BHEL by him/sub-contractor for this work for the relevant period, before any payment is released by BHEL. The Tenderer shall provide ESI membership no. /card to each of his employees and shall ensure maintaining the prescribed accident book and submission of Returns to the Authorities providing a copy of the same to BHEL.
 - iii) As regards Employees Provident Fund and Miscellaneous Provisions Act 1952 and rules and regulations and schemes framed there under, in the event of receipt of contract in his favor, the Tenderer 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.

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Handwritten signature and date: 24/06

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08. This contract arrangement is purely on temporary or ad-hoc basis and it is subject to extension / renewal solely at the option and discretion of the management of BHEL.
09. The management of BHEL shall be at liberty to terminate the contract by issuing a month's notice to the Tenderer 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 Tenderer, 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 Tenderer and under such circumstances, the Security Deposit paid by the Tenderer shall stand forfeited.
10. The Tenderer 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, rules and regulations in force, by the Tenderer.
11. The Management of BHEL shall have the right to withhold any payments of, or make recoveries from claims due to the Tenderer 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 Tenderer.
12.
 - a) The tenderer shall not transfer or sublet the contract to any one without the prior written approval of BHEL.
 - b) The tenderer or his authorized representative approved by BHEL shall be present in BHEL premises during service hours, for supervising the work and the tenderer alone shall make payment to the agent performing supervisory work 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 / Supervisor employed by the tenderer, or for any loss or damage caused or occasioned by himself, his supervisor or workmen in respect of the property of BHEL, the tenderer shall be personally responsible and shall make good the loss forthwith.
13. The profit Margin quoted by the contractor must be firm for the entire period of contract. Only if Any Revision of Minimum Wages, allowances, bonus, Govt. Levies, Taxes as notified by the HR/Welfare Department, the same has to be paid by the contractor and will be reimbursed as relevant.
14. Whenever under the contract, any sum of money shall be recoverable from, or payable by, the tenderer, the same shall be paid by the tenderer 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 tenderer 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.
15. Any additional work not covered by the contract will have to be carried out by the tenderer on the request of BHEL on extra payment as may be mutually decided.
16. Contractor shall ensure payment of prescribed minimum wages of BHEL as may be notified and applicable from time to time which shall be obtained by him from the concerned officials of BHEL or statutory minimum wages of central government, whichever is higher. Further, the Contractor shall ensure timely disbursement of wages as per Payment of Wages Act and shall maintain proper records of such disbursements. The contractor shall disburse the wages of his workmen on or before 07 th of every month (if it fall on Sunday or if it is holiday declared by BHEL, payment should be made on previous day) in the presence of Shift I/C or Shift Supervisor, who will countersign the register in proof of payments. Also the contractor shall issue wage slips to his employees. Any increase in DA by Central Govt. Notification effective for the six months periods will be made applicable in BHEL hence such increase should be payable over & above the rates of applicable wages. BHEL reserves the right to advise in future the

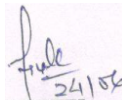
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contractor to afford any further welfare facility (over & above the wage rates envisaged along with allowance) on reimbursement basis, for the employees of the contractor to defray their essential expenses. The Tenderer shall pay the minimum wages applicable to his workmen as notified by the HR/Welfare Department from time to time. The contractor has to pay Travelling Allowance @ Rs.30/- per day, Attendance Bonus @ Rs.10/ per day, washing allowance @ Rs.75/- per month respectively on reimbursable basis. Also the contractor has to pay the cooking, hazard allowance to the workers as mentioned in the Schedule part "B". The Contractor will pay Bonus to all the workers as mentioned in the Schedule part "B with a limit of Maximum Rs. 7000/- . **All the allowances qualify for ESI. Allowances excluding transport allowance shall be accounted for PF deductions.** Payment of gratuity under the Gratuity Act and retrenchment compensation under the Act will be the sole responsibility of the contractor.

17. 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 also ensure that holidays are given to the workers as declared by BHEL. The EL for the workers will be as per terms of BHEL.
18. The liability for any compensation on account of injury sustained by an Employee of the contractor will be exclusively that of the contractor, as BHEL is not the employer for him.
19. The 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 and its nature, whether proprietary/partnership firm/company, place of work, contact number and validity of the card etc. in such identity card.
20. 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.
21. To take necessary insurance policy for his employees, who are not covered under ESI Act, to cover workmen's compensation and accidental cover as may be applicable.
22. Providing all the statutory / non statutory welfare measures for all the labourers deployed by the Contractor at the BHEL premises.
23. BHEL reserves the right to go for reverse auction at any point of time before opening of Price Bid. BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.
In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit online sealed bid in the Reverse Auction. Non-submission of online sealed bid by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
24. Bids with non-acceptance of reverse auction will be liable for rejection.
25. Opening of Price Bid will be purely at the discretion of BHEL.
26. 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.
27. The Instructions To Tenderers Point No. 1 to 15, General Terms & Conditions from Point No. 01 to 27 in Part I, Administrative Instructions Point No. 01 to 21 in Part II, Schedule Parts A and B and Annexure I & II attached to the Tender shall form part and parcel of the contract, along with any other documents specifically mentioned, if any.

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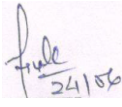
PART-II

ADMINISTRATIVE INSTRUCTIONS

1. The tenderer shall carry out the work as per the directions and instructions given from time to time in writing by the Management of BHEL and failure to do so shall entail termination forthwith.
2. The contractor shall provide 2 Sets of Uniforms (Terri cotton Cloth: 80% - Polyester & 20% - Cotton of reputed Textiles Mills Viz. NTC /S.Kumars/Binny etc) for Canteen workers per year. Colour of Uniforms: for the workers earmarked for cleaning the Canteen, Dark Colour Uniform or Uniforms of any other colour acceptable to the BHEL Management, shall be provided. The uniform should have logo of the contractors firm / company. Similarly, the workmen engaged shall be provided one pair of Safety footwear with Steel toe cap suitable for working in watery condition (Equivalent to Warrior branded Shoe of Liberty Company) from reputed companies like M/s Bharat Leather Corporation, Karnataka Leather Industries Development Corporation Bangalore etc.) once in two years. Two socks will be provided along with the shoes once in two year. The quality of the uniform shall be to the satisfaction of BHEL and 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 which includes service charges i.e. all inclusive. The cost of the above will be reimbursed to the contractor by the company against production of bills duly certified by canteen Shift I/C or supervisor and the contractor shall obtain signatures of his workmen in the register maintained for this purpose. Also all the workers shall wear Photo Identity Cards issued by the contractor. For Uniform, shoes & socks the time of last issue will be taken into account while issuing and the new worker shall be issued at the start of the contract.
3. The persons employed, including temporary hands, shall be medically fit and healthy free from all type of diseases.
4. 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 **with PF/ESI numbers** are available for deploying them to work to execute the work as per contract terms **such that the work envisaged under the contract shall not suffer**.
5. The management of BHEL will allow the workers of tenderer to utilize the available toilet facilities subject to adhering to instructions regarding usage in neat and hygienic manner.
6. Contractor may deploy up to 30 persons under this contract as per the following category:

<u>Category</u>	<u>No. of Persons</u>	<u>Experience around</u>	<u>Nature of Work</u>
a) Highly skilled	02	07 to 09 Years	Head Cook(Cooking & Supervisor)
b) Skilled Workers	08	06 To 07 Years	Cooking & Other Related activities.
c) Semi Skilled Workers	20	-----	Assisting to cooks & other Canteen related activities
7. In any working day there shall be a maximum supply and deployment of 30 persons to carry out the work depending upon BHEL's requirement. In order to cover up for absenteeism/Leave of his workers the contractor shall keep adequate number of extra workers with PF/ESI numbers such that the work envisaged under the contract shall not suffer.
8. The tenderer shall also provide badges to his employees.
9. Due to failure of the tenderer to engage adequate number of workers, if the Management of BHEL engages workers to complete any part or whole of the work as per this contract for any period, the contractor shall be liable to reimburse the extra cost involved on this account to the Management of BHEL.

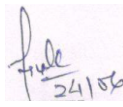
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The extra cost of engaging such workmen by BHEL will be reckoned at the actual rate of wages and statutory payments for the purpose of recovery from the tenderer and will be as may be decided by BHEL in its discretion. There apart, if the tenderer fails to turn out the required number of workers, BHEL would be entitled to deduct the amount relatable to such shortage of workers in addition to exercise the right to terminate the contract on account of his contract.

10. 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 canteen supervisor.
11. Without prejudice to another rights or remedies under this arrangement, if the contractor dies or declared insolvent or wound up, the BHEL shall have the right to terminate this contract without any liability whatsoever as regards enlistment of the work for the balance contract period after the death of the contractor.
12. If any controversy regarding performance of any item of work under the contract, it has to be settled before signing in the register maintained and updated mutually for the purpose. No objection will be entertained after the contractor / his supervisor (authorized representative) has signed in the register.
13. The Tenderer 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.
14. The remittances to ESI & PF authorities in respect of workmen engaged for the work shall be done as per Rules. However, a list showing the names of workmen individually and the details of amounts remitted towards their PF & ESI for each month will have to be enclosed to the bill.
15. The payment will be made to the tenderer on the basis of the bills submitted by him which has to be duly certified by Canteen Shift I/C or Supervisor. The bill may be submitted at the end of the month. The payment will be made within minimum 30 days from the date of submission of bills provided the bill is in order. The amount will be normally transferred through Electronic Fund Transfer (EFT).
16. Payment will be made to the Contractor on monthly basis against the submission of the following documents:
 - i. Invoice : Original + 2 photo copies
 - ii. Attendance Register : 3 photo copies
 - iii. Wage register : 3 photo copies
 - iv. ESI Challan : 3 photo copies
 - v. PF statement : 3 photo copies
 - vi. Annual / Half Yearly Return (whenever due): 3 photo copies of ESI & PF Return.
17. 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. A copy of the Contractor's PAN card should be enclosed with the Techno- Commercial Bid.
18. 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.
19. The tenderer shall submit returns to the authorities under ESI / PF / CL (R&A) Act, 1970 or any other legislation regularly and copies of the same with endorsement to be handed over to canteen Administration for the purposes of records.
20. The tenderer 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.300/- The cost of stamp paper to be borne by the supplier.
21. The tenderer shall indemnify BHEL against all claims and losses under various labor laws, statutes or any civil or criminal law in connection with the workmen deployed by him.

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SCHEDULE – PART "A"

TECHNICAL BID (DATA SHEET)

01. (i) Name of the Firm with
Address :
- E-Mail address if any :
- Telephone Number :
- Fax Number :
- (ii) Whether proprietary /
Partnership Firm/Company: Proprietary/Partnership/Company (please tick)
(Enclose Firm Registration Certificate Copy).
1. Name of the Proprietor / Partners /
Directors with Telephone No. : Name Position Tel.No
:
2. Name of the contact person for
the Firm, if any :
- Telephone Number :
3. Total number of persons employed:
- a) Cooks:
- b) Other Staff:
4. Number of years of experience in the business:.....
5. What is the TIN NO....., TAN NO.....
6. SERVICE TAX NO.....
7. a) PF Code No:.....
- b) ESI Code No.....
- c) License No.....
- d) Details of EMD:.....
8. Number of contracts executed in the last 7 years:.....

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9.Details of similar works/contracts executed with PSU / Pvt. Sector with contract value & nature of Work handled & duration and period:

Here similar works means Supply of contract labours.

Sl.No	Name of PSU / Private Organization	Nature of work	Contract value (Rs)	Duration (No. Of years)	Period (from-To)

(Attach separate sheet if necessary)

Please furnish/enclose the copies of the following certificates:

- a) Solvency Certificate up to 10% of the estimated value of the work.
- b) IT Returns for Last 03 years(ending 31st March of previous financial year).
- c) PF & ESI Codes allotment letter.
- d) Satisfactory Performance Certificate as per "Instruction to Tenderers point No. 13 II" from the Organizations where contracts executed.
- e) Service Tax Registration Certificate.
- f) Audited Profit & Loss A/c and Balance Sheet for last 03 Years (ending 31st March of previous financial year).

We will fulfil all the obligations of the Supplier and abide by the terms and conditions mentioned in the tender documents and have signed this after understanding the same.

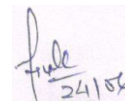
I/We declare that, there was never / is no case or charge under investigation / enquiry / trial against me / us, nor conviction in a Court of Law or suspended or blacklisted by any organization on any grounds.

Place:

Signature:

Date:

Name:
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ANNEXURE-I
SCOPE OF WORK

BHEL, Electronics Division situated at Mysore Road, Bangalore-26 is having Industrial Canteens, which caters to food requirements for about 4500 persons. We want to engage 02 head cook, 08 cooks and 20 cooking assistants for preparation of food items through a reputed Contractor who has the capability to deploy such required workmen with expertise and the experience in the field.

The Scope of work would cover the following. The activities, exclusively or otherwise, to be performed in different shifts are described below:

I. Supervision of the all the cooking & serving activities.

II. Preparation of the following food items:-

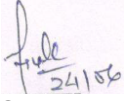
1. Plain rice as required.
2. Sambar as required for lunch and for dinner regularly. Additionally for Breakfast if required.
3. Rasam as required for lunch and for dinner.
4. Palya preparation like Kurma / Gravy variety, Fried etc. with vegetables/Dals as required for lunch and for dinner.
5. Rice bath items like Tomato bath, Lemon rice, Puliogere, Menthiya bath, Bisibele bath, Pulav etc. or any other items as required for lunch twice in a week and for dinner along with Raitha/Chutney etc. Similar varieties of Rice bath items or any other items such as Idli, Puri etc. as required for breakfast regularly.
6. Vada making of about 4500 nos. per day twice a week.
7. Coffee / Tea preparation of about 10,000 cups per day with steam/gas arrangements.

III. Assisting to Cooks in the following activities: -

1. Onion peeling and chopping as required.
2. Vegetables like sponge gourd, bottle gourd, 'chow chow', Yam root, Ash gourd, etc. to be peeled off and cut as required.
3. The leafy vegetables (including coriander) and other vegetables to be cut regularly as required.
4. Potato/Beet root to be peeled off through Machines and cut regularly.
5. The skin of Garlic of about to be removed and chopped regularly.
6. Green and red Chilies stems to be removed/chopped regularly.
7. Small stones / dusts and other foreign objects etc. to be segregated from the Pulses like Moong Dhal, Toor Dhal, Gram Dhal, Green Moong & whole Garam Masala items etc.
8. Stacking and arranging of bags/packets containing rice / Dhals/Atta / Oil / Ragi flour / Chilies / Coffee powder / tea dust / vegetables/ etc in Stores Areas.
9. Keeping the cooking areas / gas stoves/ boilers/chapathi plates etc. neat and clean before and after Cooking.
10. Keeping the Flour Mill and its surroundings clean and neat.
11. Cleaning of Milk tanks/lids with hot water and its surrounding areas.
12. Kneading of Atta for chapathi / Pooris through machines or manually whenever required.
13. Powdering of Masala through Powdering Mill or manually if required.
14. Grinding of Urid Dhal for Idlis and Vada, Gram Dhal for Vada and Masala for preparation of Sambar, Palya by using grinding machines or manually if required.
15. Assisting to vegetables cutting work by way of arranging, peeling, washing, shifting including keeping the Vegetable Cutting Room neat and clean.
16. Arranging Cooking vessels like Hundas, Bandlis etc. with pre-wash for cooking and keeping it neatly after cooking is over.
17. Arranging and sizing of firewood for cooking through firewood "Chullahs".
18. Taking raw materials required for the preparations from the stores and returning unused materials with proper accounting.
19. Arranging of the counters and Serving the food items.

IV. Other such canteen related works as assigned from time to time.

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ANNEXURE – II

GUIDELINES FOR REVERSE AUCTION PROCEDURE

Against this enquiry for the subject items/system with detailed scope of supply as per enquiry specifications, if 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/work 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.

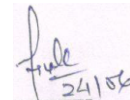
10. Activities involved in Reverse Auction:

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.

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- 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.



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PRICE BID AND ESTIMATE SCHEDULE – PART“B”
Cooks & Assistants for cooking & serving on contract basis

Sl no.	Particulars	Rates	Asst Cooks (semi skilled)	Cooks (Skilled)	Head Cook (Highly Skilled)	Total
	No of days for wages		328	328	328	
	No of days for Attendance bonus & Travelling allowance		301	301	301	
	Cooking Experience, Hazard allowance/Person		50	150	200	
	No of workers		20	8	2	30
	Basic Wage per day		434.67	458.51	484.79	
1	Total wage (basic + VDA)		2851435.2	1203130.24	318022.24	4372587.68
2	Attendance Bonus	10	60200	24080	6020	90300
	[1+2]		2911635.2	1227210.24	324042.24	4462887.68
3	Travelling allowance	30	180600	72240	18060	270900
4	Total Cooking Experience/Hazard allowance (Rs. 50,150 & 200 per Asst Cooks, Cooks & Head cook respectively)		301000	361200	120400	782600
5	Washing allowance/Month	75	18000	7200	1800	27000
	Sub total [1+2+3+4+5]		3411235.2	1667850.24	464302.24	5543387.68
6.a	PF @[12%+1.36%] on [1+2]	13.36%	388994.4627	163955.2881	43292.04326	596241.794
6.b	ESI @ 4.75% on [1+2+3+4+5]	4.75%	162033.672	79222.8864	22054.3564	263310.9148
6.c	Bonus@8.33% on 1 (maximum 7000/- per Person)	7000.00 maximum	140000.00	56000.00	14000.00	210000.00
7	Uniform (02 Per Year) + Stitching Charges	1450	29000	11600	2900	43500
8	Safety Shoes & Socks(02)	1300	26000	10400	2600	39000
	Total Wages Per Annum		4157263.33	1989028.41	549148.63	6695440.37
	Total Estimate for Two Years (Shoe only once in Two years)					13351880.74
	profit of Contractor -----% (in words and figures) on [1+2+3+4+5+6.a+6.b+6.c]					
	Grand Total					

- NOTE:**
01. * 365 – 52 Sundays = 313+15 Days Includes EL=328 Day
 02. ** 365-52 Sundays-12 BHEL Holidays=301
 03. Double wages will be paid for Additional works and for OT Beyond Normal 8 Hours work due to emergency/ Short Notice/ Irregular Pattern in excess of agreed work
 04. All calculation above are excluding Taxes.
 05. Any Revision of Minimum Wages, allowances, Govt. Levies, Taxes will be reimbursed as relevant.
 06. The Contractor has to quote the Profit margin in -----% both in words & figures correctly in the specified spaces.
 07. The Bids will be evaluated on the basis of Total Cost to BHEL including applicable Taxes.
 08. The Attendance Bonus and traveling allowance will be paid to each Contract Labor on the day of actual attendance.
 09. The Cost of Uniform & Safety Shoe, Bonus amount as mentioned above will be reimbursed to the Contractor on Production of Bills duly certified by the shift I/C.

File
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