

**BHARAT HEAVY ELECTRICALS LIMITED
BHEL HOUSE, SIRI FORT, NEW DELHI- 110049**



TENDER DOCUMENT FOR

**JOB CONTRACT FOR CANTEEN SERVICES AT BHEL HOUSE, ASIAD- COOKING
OF LUNCHE FOR 700-950 PERSONS AND OTHER ALLIED SERVICES.**

**NIT No. AA:GAX:15:CS:101
Dated: 22.08.2015**

CONTENTS

- 1- Notice Inviting Open Tender
- 2- Techno Commercial Bid – Part A
- 3- Price Bid – Part B

Last date for Submission: 01.09.2015 at 1430 Hrs.

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BHARAT HEAVY ELECTRICALS LTD.
BHEL HOUSE, SIRI FORT, NEW DELHI-110049
Tel: 011-66337440, 66337428(Fax)

NOTICE FOR INVITING OPEN TENDER

Sealed tenders are invited in two parts bids for the following Job/ services in BHEL on monthly rate contract basis.

Name of Job/Services: CONTRACT FOR CANTEEN SERVICES AT BHEL HOUSE, ASIAD- COOKING OF LUNCHE FOR 700-950 PERSONS AND OTHER ALLIED SERVICES.

NIT No. : AA:GAX:15:CS:101 Dt: 22.08.2015

Period of Contract : Two Years.

Earnest Money : ₹ 1.5 Lakhs (Rupees One Lakhs Fifty Thousand Only).

DATE OF SUBMISSION & OPENING OF TENDER

Last date for submission of sealed tender in Tender Box placed at Reception Centre in at BHEL House, Siri Fort, New Delhi : 01/09/2015 at 1430 Hrs.

Date of opening the tender : 01/09/2015 at 1500 Hrs.

Venue for opening of Tender : BHEL House
Siri Fort, New Delhi

The tender should reach in the tender box placed at the Reception of Corporate Office, BHEL House, Siri fort, New Delhi by 02:30PM on or before the due date. BHEL will not be responsible for delay in receipt of tender(s), sent by post / courier. The same shall be opened on scheduled due date and time i.e. 01/09/2015 by 03:00PM. Any corrigendum to this tender, if issued by BHEL in future, shall be uploaded on the BHEL website (www.bhel.com) and on e-procurement portal of GOI (<http://eprocure.gov.in/cppp/>). Therefore, the bidders are advised to keep visiting the websites regularly. Any clarification, if required, should be sought from the undersigned.

On behalf of "BHEL"

(Amit Wadekar)
Sr. Engineer (HR-GAX)
Bharat Heavy Electricals Ltd.

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PART-A: 'TECHNO COMMERCIAL BID'

A. INSTRUCTIONS FOR THE BIDDERS

1. The offer shall be submitted as per the instructions of tender document. Only one set of tender document duly signed by authorized representative of tenderer and signed & stamped on each page shall be submitted as detailed further. Tenderer should note specifically that all pages of tender document, including the NIT page for this particular tender shall be submitted by them (after signing & stamping on each page) as a part of their offer. **Price shall not be mentioned by them anywhere in the techno-commercial portion of offer, except in the relevant price bid and submitted in separate sealed envelope. In case of any clarification, bidder may contact this office.**
2. Tender documents are also available on BHEL web site i.e. www.bhel.com and the same can be downloaded and used as tender document for submitting the bid.
3. All documents submitted by the Tenderer in his tender shall be accompanied with a covering letter giving index interlinking all the documents.
4. No overwriting / correction in tender documents by tenderer shall be allowed. However if correction is unavoidable, the same must be signed by authorized signatory.
5. **Tender must be submitted in two parts, i.e., (i) Techno-Commercial Bid along with un-price bid and (ii) Price Bid. The tenderer must submit their tenders in three separate sealed envelopes prominently super scribed as 'EMD Deposit', Part – A 'Techno- commercial bid' and Part-B 'Price Bid', and the NIT No. & due date on each of the envelope. These three separate envelopes shall together be kept in fourth envelop super scribed with name of Job/ services, NIT No. & due date of opening.**
6. Techno-commercial bid should contain all the documents in proof of Pre- qualifying criteria, signed tender document having NIT page, Instructions for tenderer, General conditions, Special Conditions, Contractor's Obligations, un-price bid, Scope of Job/ services all the annexure duly filled & signed by the tenderer and the envelope containing EMD.
7. Bid without requisite earnest money (EMD) will not be considered.
8. The tenderer shall submit the Bank details along with a cancelled cheque for NEFT/RTGS.
9. Price Bid should contain only the "Part-B, Price Bid Format" after quoting the rates as specified in the Price bid format.
10. Rate shall be lump sum and inclusive of all taxes (inclusive of service tax) which shall be quoted separately in same price bid format. Rates must be quoted in figures as well as in words.
11. On the date of opening of tender, only Techno-Commercial Bid shall be opened.
12. BHEL may finalize successful tenderer by opening of sealed price bid or by conducting online Reverse Auction. Date of opening of sealed Price Bid / conducting of online Reverse Auction will be intimated by phone, by post or e-mail separately to the Tenderers who qualify in the Techno-Commercial bid.
13. BHEL reserves the right to accept or reject any or all offers without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).
14. In case any typing error/other clerical errors is noticed by the tenderer, in the tender documents, the same must be pointed out and got clarified before submission of offer, or else, BHEL's interpretation shall prevail & shall be binding on the tenderer.
15. The Tenderer should accept all terms & conditions of the tender unconditionally. Tenders with deviations from terms and conditions are likely to be rejected.
16. The bidders are advised to inspect & examine in the BHEL House in Asiad (i.e. place of services and obtain all the necessary information related to the scope of Job/ services/ specifications, risk & contingencies involved before submitting their offers). Any queries regarding this tender may be clarified from Manager (HR-GAX), on Telephone No. 011-66337409 / mobile No.-9650590881 or e-

mail: parvinder@bhel.in OR Sr. Engineer (HR-GAX), on Telephone No. 011-66337440 / mobile No.- 9717978462 or e-mail: amitwadekar@bhel.in.

17. It is advised that the bidders shall inspect the site of work (i.e. BHEL House in Asiad & Corporate Communication Office at Jeevan Tara building) to understand the scope of work in totality and see the infrastructure available in the respective buildings before submitting the bid. He should accordingly quote in the price bid format
18. The tenderers or their representative may attend the opening of techno-commercial bid (Part-A) and the technically qualified tenderers or their representative may attend the opening of Price bid (Part-B) if occurs instead of RA.

B. PREQUALIFYING CRITERIA:

- 1) EMD of Rs. 1,50,000/- (Rupees One Lakhs Fifty Thousand Only) in the form of Pay Order or Demand Draft in favour of BHEL, payable at New Delhi, must be submitted in a separate envelope. **Tender not accompanied with EMD/ EMD submitted in any forms other than PO & DD will not be accepted.**
- 2) The bidder should have PAN No., Service Tax Registration No. & ESI Registration No.
- 3) The bidder's average annual financial turnover during the last three financial years ending 31st March'14 should be at least 12.25 lakhs.
- 4) The experience of having successfully completed similar Job/ services (**similar completed Job/ services shall mean contract for Canteen/ Pantry services in Offices/Guests Houses/ Transit Flats etc.**) during last 7 years ending on 31.03.2015 should be either of the following:-
 - a) Three similar completed jobs/ services costing not less than Rs. 32.66 Lakhs each.
OR
 - b) Two similar completed jobs/ services costing not less than Rs. 40.83 Lakhs each.
OR
 - c) One similar completed jobs/ services costing not less than Rs. 65.33 Lakhs.

5) DOCUMENTS REQUIRED IN SUPPORT OF PRE-QUALIFYING REQUIREMENT:-

- a) Complete tender document in all respects duly signed & stamped on each and every page by the authorized signatory of the bidder as a token of acceptance of all the terms and conditions of tender.
- b) Self-attested copies of Balance Sheet and Profits & Loss Account statements of last three financial years i.e. FY 2011-12, 2012-13 & 2013-14 (AY 2012-13, 2013-14 & 2014-15) duly verified by CA.
- c) Self-attested copies of acknowledgements of IT return of last three financial years i.e. FY 2011-12, 2012-13 & 2013-14 (AY 2012-13, 2013-14 & 2014-15).
- d) Self-attested copies of Work Orders/ Award letters along with certificates of completion in support of proof of experience for the works executed by the bidders during last 7 years ending on 30.12.2014. BHEL reserves the right to cross check the documents from the issuing department/ company.
- e) Copy of the PAN card, Certificate of Service Tax Registration No. & ESI registration No.
- f) Business Rules for Reverse Auction (enclosed at Annexure -F3).
- g) The Bidder must Submit a declaration (enclosed at Annexure -F4), that no case is pending with the police/ court against the proprietor/ firm/ partner or the company (Agency). As well as the bidder has not been suspended / blacklisted by any organization.
- h) No deviation certificate as per Annexure - F5 (enclosed) must be signed and stamped.
- i) Bidder must submit the technical details in the enclosed format (Annexure-F6).
- j) Bidder must submit the bidder's details in the enclosed format (Annexure-F7).
- k) Bidder must submit the check list enclosed at annexure-F8 after duly filled and signed.

C. GENERAL TERMS & CONDITIONS:

- 1) Tenders received late /in open condition/without EMD/ not meeting the tender Condition / incomplete in any respect are likely to be rejected.
- 2) The offer of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of the banned firms is available on BHEL web site **www.bhel.in**.
- 3) BHEL will not be responsible for the postal delay under any circumstances for non-receipt of Tenders by due date & time.
- 4) BHEL has the right to reject all or any of the tenders and accept any tender(s) irrespective of its / their being the lowest / highest.
- 5) If any information/ documents submitted by the tenderer are found false/fake/forged at any stage, the tender will be cancelled and Earnest Money deposited (EMD) shall be forfeited. BHEL may also intimate suspension of business dealing with such tenderers.
- 6) The rate should be indicated both in words and figures. All entries in the Tenders must be written in ink or typewritten. Over-writing should be avoided. Corrections, if any, should be attested with signature by the bidder.
- 7) The Tenderers are required to quote for the complete scope of work. Tenders for part of the work or incomplete in any respect are liable to be rejected.
- 8) The amount quoted for the material cost will be firm for the contract period or the extended period, if any and no escalation due to increase in material cost will be accepted. However amount quoted for labour cost will **vary depending on the following:**
 - a) Any changes in the monthly consolidated wages fixed by BHEL.
 - b) The periodic VDA increase, as and when notified by the Government.
 - c) Any changes in PF / ESI contribution of employer's portion due to changes in Labour Law or any changes in service tax.
- 9) The Contract may be cancelled at any stage without assigning any reason by giving a notice of one month to the contractor and contractor will not have any claim in this regard.
- 10) **VALIDITY OF RATES:** Validity of rates will be 90 days from the date of opening of the techno commercial bid.
- 11) **EVALUATION CRITERIA:** The Bidders will quote for the service charge on Labour cost as per **Annexure F-2**, as prescribed in the Price bid format. Evaluation of the tender will be done on total estimated cost for 24 months inclusive of all the taxes, including service tax and quoted service charges as per details mentioned in Annexure-B of price bid. The criteria of evaluation of techno-commercial bids shall be on the basis of documents submitted by the tenderers. BHEL may finalize successful tenderer by either **opening of sealed price bid** or conducting **online Reverse Auction**. Date of opening of sealed Price Bid / conducting of online Reverse Auction will be intimated, by post or e-mail separately to the tenderers who qualify in the Techno-Commercial bid. The decision of BHEL will be final in this regard. In case of opening of Price Bid, evaluation of bid will be on total cost to 'BHEL' (Sl. No. '17' of Price Bid. Evaluation of Price Bid will be done on overall L-1 rate inclusive all including Service tax. In case of tie between the rates of two or more bidders, the Snap bidding system will be followed to arrive the L-1 bidder.
- 12) **REVERSE AUCTION:** BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non- acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.
In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit online sealed bid in the Reverse Auction. Non-submission of online sealed bid by the bidder will be considered as

tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue. The Reverse Auction shall be conducted by a Service Provider (empanelled with BHEL) as per the Business Rules and Terms & Conditions enclosed at Annexure-F3.

- 13) **CORRECTION OF ARITHMETIC ERRORS:** Provided that the bid is substantially responsive, BHEL shall correct arithmetical errors on the following basis:
- If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the BHEL there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.
 - If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
 - If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
 - If any bidder does not accept the correction of errors, their bids will be disqualified.
- 14) **CONTRACT PERIOD:** The contract period will be for **two years** from the date of award which can further be extended for one year on the same rates, terms & conditions on the mutual agreement between the company and the contractor on satisfactory performance of the contract and will be decided later.
- 15) **SUBLETING:** The Contractor shall not sublet, transfer or assign the contract or any part thereof to any other person/company/organization.
- 16) **WATER & ELECTRICITY:** Water and electricity shall be supplied to the contractor by the department subject to the following conditions:-
- The contractor and his workforce engaged against this contract may utilize the Water, Electricity & PNG connection provided in the BHEL House free of cost.
 - BHEL does not guarantee to maintain uninterrupted supply of water/ electricity and it will be incumbent on the contractor to make alternative arrangement for proper supply of the same at his/ their own cost in the event of any break down in the government water/ electricity mains so that the services to be provided against this contract is not held up for the want of the same.
- 17) **PAYMENT TERMS:**
- Payment will be made on monthly basis.
 - The rates quoted in the "PRICE BID" would remain firm for the entire contract period of two years and the extended period (if any). However, VDA and its impact on statutory/ payments as and when announced by designated authority shall also be admissible during the course of the contract.
 - Bills raised by the Contractor shall be certified by the officer in-charge of BHEL by 1st working day of every month and the best efforts shall be made to release the contractual payments within 5 working days from the date of receipt of complete bill. However, no interest shall be paid for any delay in making the payment.
 - All payment will be subject to deduction of taxes at source as per Income Tax Act & Rules. The Service Tax shall be paid as per the quoted rate of Service Tax (at Price Format). No payment of Service Tax will be made if not quoted by the tenderer in the Price Format.
 - Contractor has to make the payment to their respective workforce (according to Annexure – F2) latest by 7th day of every calendar month by way of direct transfer by NEFT in the respective account of contract worker. The contractor will also issue a salary slip to each of the workforce deployed against this contract. Contractor has to ensure timely deposit of PF and ESI as per the provisions of the act.**
 - At the time of submitting the monthly bill for payment by BHEL, the contractor has to submit the details of payment of wage & salary to their work force, proof of payment or transfer in the accounts of its workforce, proof of deposit of PF, ESI, premium for insurance, service tax etc. which will be for the purpose of ensuring that contractor has complied with the statutory requirement. The documentary evidence for the same shall be attached with the wage bill of next month.

- g) The contractor shall not be entitled to any interest with respect to any money which may be due to him from BHEL.

18) **Liquidated Damaged (L.D):** In case of delay (i.e. non-delivery of lunches latest by 13:15 hrs on all working days on every seat), BHEL may arrange the food at contractor's risk and cost and this delay would attract a penalty as per details mentioned in the table.

Sr. No.	Non-Delivery of Lunches latest by	Penalty (% of Day's Cost)
1	13.15 Hrs.	2.5%
2	13.30 Hrs.	5.0%
3	13.45 Hrs.	7.5%
4	14.00 Hrs. & onwards	10.0%

19) **PENALTY CLAUSE:**

(a) Penalty in case of inferior quality of food: BHEL reserves the right to inspect the quality of cooked food every day prior to its distribution. In case BHEL finds the quality of food as unsatisfactory, the contractor will be penalized a maximum of 10% of the actual payment of that day on pro-rata basis. If any complaint regarding the quality of food is received from the end-user, BHEL would inspect the same, in such cases, the decision of BHEL shall be fixed and binding.

(b) Penalty in case of lack of Hygiene: In the event of any lapse in the standards of hygiene while cooking, distribution of food or any other canteen services, the contractor would be penalized a maximum of 10% of that Day's cost on pro-rata basis. The standards of hygiene would include personal hygiene and cleanliness of staff, equipment, trolleys, thalies etc. and the standards would be judged by the BHEL officer- in charge. The decision of BHEL shall be fixed and binding in such cases.

(c) Penalty in case of Non-Conformance with proper Uniform: The contractor shall ensure that while on duty, his workforce put proper uniforms (including shoes) in distinctive color code and in neat and clean conditions issued to them by the contractor (*Wearing of gloves and apron while cooking and serving of food is compulsory and not abiding by the same would attract an additional penalty of Rs 500/- for that day*). The contractor will issue uniforms as agreed upon. In case the Contractor's work force do not report for duty in proper uniforms as above then as a special case security will permit on request of contractor and same shall not occur more than thrice in a month. In case of re- occurrence of the same, contractor will be levied penalty of Rs 100/- per case and same shall be deducted by the Company from the monthly bill payable to the contractor.

(d) Penalty in case of Misconduct/Misbehavior: In event of any misconduct/misbehavior by the staff Rs 200/- for that particular day shall be payable as penalty. Misconduct/Misbehavior includes use of abusive language, Chewing of tobacco, Smoking/Drinking (alcoholic beverages) while on duty, eve-teasing, physical assault of any kind etc. among others. Depending on the severity of the offence BHEL reserves the right to impose heavier penalty and take suitable legal action as per its discretion.

- 20) All necessary precautions with respect to safety and environmental aspects and their impacts shall have to be taken by the contractor for activities performed by his workers.
- 21) In case of any dispute, the decision taken by BHEL Management will be final and binding on the contractor.
- 22) No party shall be permitted to tender for work in BHEL in which any of their near relatives is an employee connected with the award and execution of the contract. They shall also intimate the names of persons who are working with them in any capacity or subsequently employed by them and who are near relatives of any employee of the BHEL. Any violation of this condition which comes to the Notice of the BHEL after the contract is awarded will entitle the BHEL to treat the contractors as having committed a breach of contract and to exercise all the rights and remedies available to the BHEL on account thereof.

23) EARNEST MONEY DEPOSIT (EMD):

- 1) The EMD of Rs 1,50,000/- (Rupees One Lakhs Fifty Thousands Only) in the form of Pay order or Demand Draft in favour of "Bharat Heavy Electricals Ltd.", payable at any scheduled Bank at Delhi will only be acceptable. Earnest Money is to be paid by each tenderer to ensure the tenderer does not refuse to execute the Job/ services after it is awarded to him.
- 2) EMD of the tenderer will be forfeited if:
 - a) After opening of the tender the tenderer revokes his tender within the validity period or increase his earlier quoted rates.
 - b) The tenderer does not commence the Job/ services within the period as per LOI/ Contract.
- 3) EMD given by all unsuccessful tenderers shall be refunded normally within 15 days of acceptance of award of work by the successful tenderer.
- 4) EMD shall not carry any interest.

24) SECURITY DEPOSIT:

- a) The security deposit shall be collected from the successful tenderer. The rate of Security Deposit will be as below :

Up to Rs. 10 lakhs : 10% of work order value
Above Rs. 10Lakhs & up to Rs. 50 Lakhs: Rs. 1 Lakhs + 7.5% of the amount exceeding 10 Lakhs
Above Rs. 50Lakhs: Rs 4 Lakhs + 5% of amount exceeding Rs.50Lakhs

The security deposit should be collected before start of work by the contractor.
- b) 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 schedule banks, subject to realization.
 - iv) Securities available from Post Offices such as National Saving Certificates, Kisan Vikas Patras etc. (Certificate should be held in the name of the contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).
 - v) Bank Guarantee from Schedule 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 Schedule 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 balance 50% may be recovered from the running bills.
 - viii) EMD of the successful bidder shall be converted & adjusted against the security deposit.
 - ix) The Security Deposit shall not carry any interest.

(Acceptance of Security Deposit against Sl.No. (iv) & (vi) 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).
- c) The security deposit will be released only after successful completion of the contract.
- d) Failure to pay the security deposit shall be treated as failure to discharge the duties under the contract and shall result in cancellation of the contract and the contractor shall be liable to compensate BHEL for any losses incurred by BHEL. BHEL reserves the right to appropriate any part / whole of the amount of the security deposit without prejudice to other claims against the contractor for losses suffered by BHEL due to failures on the part of the contractor, due to

termination of contract or contractor becoming disqualified because of liquidation / insolvency. The decision of BHEL in respect of such losses, damages, charges, expenses or costs, shall be final and binding to the contractor.

- 25) **TERMINATION OF CONTRACT ON DEATH:** Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the accepting officer shall have the option of terminating the contract without compensation to the contractor's authorized survivors.
- 26) **RECOVERY FROM CONTRACTOR:** Whenever under the contract, any sum of money shall be recoverable from or payable by the contractor, the same may be deducted from any sum then due or which at any time thereafter may become due to the contractor under the contract or under any other contract with BHEL or from his security deposit, or the contractor shall pay the claim on demand without any terms & conditions.
- 27) **POST TECHNICAL AUDIT OF WORK AND BILLS:** BHEL reserves the right to carry out a post payment audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc. and to enforce recovery of any sums becoming due as a result thereof in the manner provided into the proceeding sub-paragraph provided however, that no such recovery shall be enforced after three years of passing the final bill.
- 28) **ARBITRATION / CONCILIATION:** In the event of any dispute arising between the parties hereafter referred as BHEL and Contractor in respect of or connected with this contract, General & Special terms & conditions of tender, then the same shall be referred to Arbitration and Arbitrator will be nominated by the Head of Administration of BHEL Corp. Office, New Delhi, whose decision shall be final and binding on both the parties. However, any differences or doubt pertaining to meaning/ interpretation of any phrase word used in terms or in the schedule of services, their nature and manner of rendering of such services shall be the excepted matter and be referred to the Head of Administration of BHEL Corp. Office, New Delhi, whose decision shall be the final and binding. The provisions of Arbitration and Conciliation Act, 1996 or any statutory modification and re-enactment thereof will apply to such arbitration provided however, in all matters the venue of proceedings will be at Delhi and only Delhi or appropriate Courts will have jurisdiction over the same.
- The award of the arbitrator shall be binding upon the parties to the dispute, Provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law secretary, Dept. of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties hereto finally and conclusively. The parties in the dispute will bear equally the cost of arbitration as intimated by the arbitrator.
- 29) **RISK CLAUSE:** BHEL reserves the right to terminate the contract due to any failure on the part of the Contractor in discharging his obligations under the contract or in the event of his becoming insolvent or going into liquidation. The decision of the BHEL about the failure on the part of the Contractor shall be final and binding on the Contractor. In the event of any failure on the part of the Contractor, BHEL shall have the right without any prejudice to get the work done through any other alternate agency at the risk and cost of Contractor. The additional cost including loss, if any incurred by BHEL will be recovered from the Contractor. If there is any stoppage of service in any area of the BHEL AGV Guest House operation due to either non supply of or poor quality of the food items, BHEL can also take necessary action including termination of the contract after giving one month notice in writing to the Contractor.
- 30) If any information/documents submitted by the contractor are found false/fake at any stage, the tender will be cancelled and earnest money deposited shall be forfeited
- 31) **LAWS GOVERNING THE CONTRACT:** The Order/Contract shall be executed and governed by the laws of India and the courts of India alone shall have jurisdiction in respect of any matter arising under or in connection with the Order/Contract.

- 32) **JURISDICTION OF COURT:** Courts at Delhi/New Delhi shall have exclusive jurisdiction to decide the dispute, if any, arising out of or in respect of the contract(s) to which these conditions are applicable.
- 33) **DEFAULT/BREACH OF CONTRACT, INSOLVENCY AND RISK PURCHASE:** If the Service Provider / Contractor fails to provide the required services as per the Contract / fails to deliver the goods or materials or any instalment thereof within the period(s) fixed for such delivery or delivers goods or materials not of the contracted quality and failing to adhere to the contract specifications or at any time repudiates or otherwise abandons the contract before expiry of such period or refuses or is unable to supply / provide goods / services or materials covered by the Order/Contract either in whole or in part or otherwise fails to perform the Order/Contract or commits any breach of the Order/Contract not herein specifically provided for or in the event of the death or insanity or if the Seller/Contractor being an individual or if a firm on a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the Order/Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolved under the Partnership Act or if the Seller/Contractor (Service Provider) being a company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager, the purchaser without prejudice to his right to recover any expenses, losses or damages to which the purchaser may be put to incur or sustain by reason of the Seller/Contractor's default or breach of Order/Contract shall be entitled to cancel the Order/Contract either in whole or portion thereof without compensation to the Seller/Contractor (Service Provider) and if the purchaser so desires, he may procure upon such terms and in such manner as he deems appropriate, stores / services not so delivered or others of a similar description where stores / services exactly complying with particulars are not, in the opinion of the purchaser, which shall be final, readily procurable, at the risk and cost of the Seller/Contractor (Service Provider) and the Seller/Contractor (Service Provider) shall be liable to the purchaser for any excess costs provided that the Seller/Contractor (Service Provider) shall continue the performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The Seller/Contractor (Service Provider) shall on no account be entitled to any gain on such repurchases. Cost of the purchases made by the Purchaser at the risk and cost of the seller/contractor (Service Provider) shall be worked out after levying 30% overheads as departmental charges on the cost of materials / services so purchased/hired.

D. SPECIAL TERMS & CONDITIONS:

- 1) Timely & prompt services with cleanliness of premises are the sole responsibility of the contractor.
- 2) Mandatory Insurance cover for all the workforce of the contractor for a sum insured of Rs 3.30 Lakhs for each workforce of the contractor. **The contractor has to assess the premium of insurance cover for his contract period and build the cost in his quote. The contractor has to furnish the copy of insurance documents of all workforce deployed.**
- 3) The Contractor shall ensure proper conduct and behavior of the workforce engaged by him in the BHEL House and shall remove with immediate effect, the engagement of such person(s) who does/do not conduct himself / themselves properly or misbehave(s) with the regular employees / personnel of the Company in any place. The contractor shall ensure the skilled worker/supervisor must have the vide experience of managing cooking & lunch distribution system.
- 4) Continuation of the contract shall be based on the performance of the contractor. The following parameters shall inter-alia is considered while evaluating the performance: Timely rendering of services; Quality of services; Compliance with statutory requirements; Safety consciousness; Maintenance of staff in proper uniform.
- 5) The Contractor shall deliver the services to the best satisfaction of the Company. In case of continued unsatisfactory performance over a period of time by the Contractor, the Company shall intimate the same in writing to the Contractor; however, if the performance of the contractor does not improve even

thereafter, then, the Company shall have the right to terminate the contract at the Contractor's risk and cost, by giving one month's notice. In addition, the Company shall also have the right to forfeit in full, the Security Deposit deposited by the Contractor.

- 6) In case of any dispute, the decision taken by BHEL Management will be final and binding on the contractor.
- 7) This Agreement shall be deemed to have become effective from the forenoon of date of award, and will remain in force for a period of twenty four months which can be further extended on the same rates, terms and conditions on the mutual agreement between the Company and the Contractor on satisfactory performance of the Contract as will be decided later. However, this Agreement shall be liable for termination earlier by the Company at any time by giving one month's notice to the Contractor without assigning any reason therefore and without prejudice to the rights of the Company to recover any money becoming due under this Agreement. In such a case, the Contractor shall not be entitled to any compensation thereof.
- 8) **NATURE OF SERVICES:** The contractor shall perform all the services mentioned in the Scope of job/ service as detailed in **Annexure –F1**. Lunch will be prepared and served on all working days except all Sundays, second and last Saturdays of the month and gazetted holidays and other govt. holidays as declared by BHEL, Delhi from time to time. However, workers are required to come on second and last Saturdays of the month for cleaning and other hygiene related activities.
- 9) The attendance Register of the Contractor's workforce shall be maintained by the concerned Supervisor of the Contractor for physical verification by the Principal Employer and Statutory Authorities.
- 10) The work supervisor shall be equipped with cell phone facility for effective coordination with BHEL.
- 11) The Contractor shall visit the work premises of the Company covered under this Agreement twice a week minimum during the working hours and meet the company Representative as a matter of routine for maintaining regular contacts and ensuring effective coordination on all related issues of these Agreements.
- 12) Successful contractor shall have to execute Contract Agreement on a non-Judicial Stamp Paper of 100/- at Noida.
- 13) **IDENTITY CARD:** The Contractor shall ensure that the work force/supervisor engaged by him must wear & display the Identity Cards prominently on their uniform during their duty period (as the same duly endorsed by the Company). Each work force shall also wear his name badge (to be issued by the contractor) while on duty. All the personnel so deployed will follow strictly the security regulations of the BHEL, in vogue from time to time.
- 14) **CHARACTER VERIFICATION AND ANTECEDENCE:** The contractor should get the character / antecedence of each and every workmen deployed by them at the job premises, verified by the Police Authorities before engaging and deploying them in our premises. In case the contractor desires to change the manpower deployed by him, due to any reason, the new incumbent should be deployed with the clearance of Engineer-in-Charge.
- 15) **PROVIDENT FUND:** The successful bidder shall obtain Provident Fund (PF) Number from the concerned authorities on award of work and shall strictly comply with the provision of Employees Provident Funds Act. The contractor shall deposit Employees and Employer Contributions in the designated account with the designated authority every month. The contractor shall furnish along with each running bill, the challans/receipt for the deposit of provident fund made to RPFC for the preceding month(s) with detailed calculation sheet of all the work force deployed at BHEL premises and other than BHEL premises which will be used only for tallying /verification that proper PF deposit has been made. Contractor shall also submit the copy of detailed yearly return submitted to RPFC of PF deposit for the period of March to February in first week of April month.
- 16) **ESI:** The contractor shall strictly comply with the provision of Employees State Insurance Act. Contractor shall issue **Latest digital ESI card** to all the work force immediately after taking in to their employment. No workforce shall be deployed without the issuance of ESI Card under the contract. The

contractor shall deposit Employees and Employer Contributions in the designated account with the designated authority every month. The contractor shall furnish along with each running bill, the challans/receipt for the payment towards ESI for the preceding month(s) with detailed calculation sheet of all the work force deployed at BHEL premises and other than BHEL premises which will be used only for tallying /verification that proper ESI deposit has been made. Contractor shall also submit the copy of detailed half yearly return submitted to ESI for deposit of ESI for the period of April to September in 01st week of month of November & for the period of October to March in 1st week of month of May.

- 17) **LEAVE / HOLIDAYS:** For every workmen deployed in our premises, the contractor will give one day's weekly off for every six continuous working days, the Contractor's workforce shall be entitled for leave in each calendar year viz., (i) Privilege Leave for 15 days; (ii) Sickness or Casual Leave for 12 days which shall not be accumulated; (iii) Further, as a special case, in a calendar year, each person shall also be allowed 3 days "Exigency Leave" which shall not be accumulated. Contractor may incorporate the cost of 30 days leave accrued in 12 month and reimburse to his worker for no availed period.
- 18) **BONUS:** The contractor shall strictly comply with the provision of Bonus Act. The contractor shall ensure payment of Bonus (Minimum @ 8.33% to maximum 20% as per payment of bonus act 1965) is applicable for the wages up to Rs.10000 (upper limit) (Bonus to be computed @ Basic) to their workforce during the contract period of two years.
- 19) **WAGES:** All payments to the contractor's workforce shall be as per the terms of contract and as per details enumerated in **Annexure -F2** which shall be made **through direct credit in the bank accounts** of its workforce. The payment must be credited in the account by the 7th of each English month. Any delay on his account shall be subjected to penalty or termination of contract. No other mode of payments will be accepted. The payment of wages to the work force, under the contract, will not be related to the monthly bill payments and the payment of wages to the work force would strictly be followed as mentioned above.
- 20) **UNIFORM / LIVERIES:** (i) The contractor shall ensure that while on duty, his workforce put proper uniforms in distinctive color code and in neat and clean conditions issued to them by the contractor; (*Wearing of gloves and apron while cooking and serving of food is compulsory and not abiding by the same would attract a penalty as per penalty clause*); (ii) The contractor will issue uniforms as agreed upon. In case the Contractor's work force do not report for duty in proper uniforms as above then as a special case security will permit on request of contractor and same shall not occur more than thrice in a month. In case of re-occurrence of the same contractor will be levied penalty of 50/- per case and same shall be deducted by the Company from the monthly bill payable to the contractor.
- 21) The Company shall have no direct responsibility / liability in respect of the workforce engaged by the Contractor under this Agreement.
- 22) **SAFETY PRECAUTIONS:** (i) All safety equipment as required for this contract are to be positioned by the contractor & used as per requirement. (ii) Any casualty or damage caused to the property or person by any untoward incidents while executing this contract will be at the contractors risk & cost.
- 23) **HEALTH, SAFETY AND ENVIRONMENT (HSE) MANAGEMENT:** In addition to the safety practices to be followed, the contractor shall establish document and maintain an effective Health, Safety and Environment (HSE) management system. The contractor shall arrange First Aid Box at Transit Flats at a suitable location for all the time during the contract period.

E. CONTRACTOR'S OBLIGATION:

- 1) Contractor shall supervise the Job/ services allotted to him and to be carried out by his workforce.
- 2) Contractor to ensure that the workforce deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc.

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- 3) The workforce deployed by the contractor shall be hail and healthy and should not be suffering from any communicable diseases.
- 4) Contractor to accept full and exclusive liability for the consolidated wages, VDA, Allowances, PF, ESI, Bonus, **two set of uniforms annually (consisting of shirt, pant, black belt, shoe and socks etc.)** for the workforce deployed by the contractor and other obligation referred under the law now and thereafter imposed by the Government / Local Bodies.
- 5) BHEL will have no liability whatsoever concerning the persons deployed by the contractor for the purpose. The contractor shall keep the Company indemnified against all losses or damages or liability arising out of or imposed in the course of employment of persons by the contractor.
- 6) Statutory requirement both local authority / State Govt. / Central Govt. shall be responsibility of the contractor.
- 7) The contractor will be solely responsible for any unlawful act of their workforce while on duty. In case of theft or loss of Company's property take place due to the negligence or carelessness of workforce, the contractor will be responsible and shall make good of the same.
- 8) The Contractor shall duly comply with all acts, laws, or other statutory rules, regulations, bye-laws applicable or which might be applicable to with regard to the performance of the job / services included herein or concerning this Agreement but not limited to Minimum Wages Act- 1948, Contract Labour (Regulation & Abolition) Act, 1970, Industrial Dispute Act, 1947, Workmen's Compensation Act 1923, Employees' State Insurance Act 1948 (to the extent as may be applicable, if any), Employees' Provident Fund and Misc. Provisions Act, 1952 and the amendments made thereafter to these Acts / Laws and from time to time take such steps as may be deemed necessary in this regard. The Contractor shall keep the Company Indemnified against all penalties, claims and liabilities of every kind under or for any violation of such acts, laws or regulations etc. by him or his workers.
- 9) In case, while on duty and during the course of engagement in work premises of the Company under this Agreement, if any of the Contractor's workforce meet (s) with any injury / indisposition due to accident or other natural calamities, the Contractor shall ensure that immediate and adequate medical aid viz., first -aid and subsequent treatment facilities are provided to the person(s) concerned free of cost without fail. In addition, the Contractor shall also be liable for meeting with statutory liabilities like ESI etc. in respect to his workers.
- 10) The Contractor shall be fully responsible for the timely payment of consolidated wages, VDA, Allowances, Bonus or any other benefits payable under the aforesaid Acts, Laws and regulations to the workforce engaged by him at the work premises of the Company. Contractor shall also be fully responsible for timely deposit of PF and ESI with the appropriate authority including submission of return of PF & ESI and issue of PF slip issued by the PF Authority. The Company shall not be responsible for these payments or any other liability on this account. The Contractor shall also indemnify and compensate the Company for any liability incurred by the Company, if any, including costs incurred thereon. In that event the nominated officer of the Company shall be entitled to recover the amount so paid, from the contractor, including forfeiture of the Security Deposit; and, if the sum so payable and / the Security Deposit is less than the Company's claim, it shall be lawful for the Company to recover the balance amount as a debt from the Contractor.
- 11) The Contractor shall indemnify and compensate the Company, if the Company as Principal Employer under the Contract Labour (Regulation and Abolition) Act, 1970 becomes liable to assume any liability towards the workforce engaged by the contractor. In that event, the provisions relating to recover as provided in relevant clauses of the said Act shall be applicable in to-to.
- 12) The Contractor shall be held responsible for any damage / loss to the work premises /or the properties of the Company (i.e. missing or broken fittings, equipments, furniture etc. and loss of such things from the Transit Flats) caused due to the negligence of his work force and shall have to replace the same at his own cost. The decision of the officer nominated in this regard by the Company for fact finding shall be final and binding on the Contractor.

- 13) The contractor shall hand over a copy of all legal and statutory documents and records to BHEL for fulfilling any future requirement with the statutory authority.
- 14) The contractor shall abide by all the rules / regulations / status imposed by the Govt. or other concerned authorities. The contractor will be responsible for workmen's compensation & other requirements of local Municipalities / Govt. or any other law regulating bodies.
- 15) Contractor to maintain appropriate records of his employees deployed to carry out the job (s).
- 16) Contractor to provide employment card / identity card with photograph duly verified and attested by the contractor to his employees. Contractor to indicate the name of the proprietary / partnership firm / company, place of work, contract number and duration of validity of card.
- 17) Contractor to get all his employees insured against all type of risks at his own cost.
- 18) Contractor to ensure that all precautions are taken for safety of his employees and equipments.
- 19) In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees from the establishment of BHEL. In case contractor decides to terminate services of his employees, he should settle all terminal dues including retrenchment compensation.
- 20) Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.
- 21) Contractor shall ensure payment of BHEL wages as applicable from time to time in the presence of authorized representative of BHEL and maintain proper records of their timely disbursement. These records need to be preserved for a period of at least 3 years and should be made available even after the contract is over for any verification by the statutory authorities / BHEL authorities.
- 22) In case the contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the security deposit / other dues / running bills under the contract can be utilized by BHEL to discharge the liability of the contractor.
- 23) In case the contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the security deposit / other dues / running bills under the contract can be utilized by BHEL to discharge the liability of the contractor.
- 24) Contractor should ensure that the manpower deployed should be exclusively for the contract period (including any further extension). BHEL liability shall be limited to contract period only.
- 25) Contractor shall ensure that the labour is not working overtime. However, if such case arises than no extra payment would made by BHEL against any claim of overtime.

On behalf of "BHEL"

(Amit Wadekar)
Sr. Engineer (HR-GAX)
Bharat Heavy Electricals Ltd.

UN-PRICE BID

Name of Job/ services: Contract of
CANTEEN SERVICES AT BHEL HOUSE, ASIAD- COOKING OF LUNCHE FOR 700-950
PERSONS AND OTHER ALLIED SERVICES

NIT No. : AA:GAX:15:CS:101,Dated: 22.08.2015

Period of Contract : Two Years from the date of placement of order.

1	Monthly agency service charges per workforce as per Sr. No. 10 of ANNEXURE-A of UN-PRICE BID.	<u> Q </u> (in percentage)
	In words Percentage:- <u> Q </u>	

Note:

1. The above quoted service charge will remain firm (fixed) for the entire contract duration and it will be applicable in Annexure-B of the Price Bid.

Evaluation Criteria:

- 1 Overall L1 bidder will be decided based on the Sl. no. 17 of Annexure-B of the Price Bid i.e. "Total Cost of Contract (including service charge & inclusive of all taxes)".
- 2 The contractor will make the payment to the contract labours at the rate of BHEL wages as mentioned in Annexure-F2. However, the quoted rate for various categories of labours may vary in due course of time due to wage revision or revision in statutory levy applicable on wage rate or by increase in VDA.
- 3 The **Manpower** mentioned by the contractor at Annexure-F6 should be deployed by him for the above Job/services irrespective to any absentees and also ensure compliment to statutory requirements.
- 4 The rates quoted in the "**PRICE BID**" would remain firm for the entire contract period of two years and the extended period (if any). However, VDA and its impact on statutory/ payments as and when announced by designated authority shall also be admissible during the course of the contract.
- 5 Any statutory variation in service tax during the entire contract period of two years and the extended period (if any) shall also be admissible.
- 6 In case of RA conduct, bidders has to quote their 'online sealed bid' as the value quoted in Sr.No.17 of Annexure-B of price bid.
- 7 In case Corporate Communication (CC) office at Jivan Tara being shifted to BHEL house, the quoted amount of transportation cost in the sr. no. 9 of annexure-B of price bid will be reduced from the contractor's payments.

(Signature & seal of the contractor)

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Annexure-A

Sl. No.	COMPONENTS	CATEGORY OF WORKERS		
		UNSKILLED/ (USW) (MW @9048) (A)	SEMI SKILLED/ (SSW) (MW @10010) (B)	SKILLED/ (SW) Supvr. (MW @10998) (C)
1	Monthly Consolidated Wages including VDA w.e.f. 01.04.2015 (As per Delhi govt. min. wage)	9,048.00	10,010.00	10,998.00
1(a)	Cash Component (Rs3200 i.e.2000+1200), (Rs3700 i.e. 2300+1400), (Rs.4100 i.e 2500+1600) respectively for USW, SSW and SW	3,200.00	3,700.00	4,100.00
2	Monthly Consolidated Wages including VDA upto Apr'2015	12,248.00	13,710.00	15,098.00
3	PF Contribution on Sl. No.2			
(a)	CPF @ 12% on Sl. No.2	1,469.76	1,645.20	1,811.76
(b)	EDLI @ 0.50% on Sl. No.2	61.24	68.55	75.49
(c)	Admn. Charges (02) @ 0.85% on Sl. No. 2	104.11	116.54	128.33
(d)	Admn. Charges (22) @ 0.01% on Sl. No. 2	1.22	1.37	1.51
4	ESIC Contribution on Sl. No.2(b)			
(a)	ESI @ 4.75% as employer contribution {(Applicable for wages up to ₹ 15000/- (wage ceiling limit) as per ESI Act}	582.00	651.00	0.00
5	Bonus (Minimum @ 8.33% to maximum 20% as per payment of bonus act 1965) is applicable for the wages up to Rs.10000 (upper limit). To be computed @ Basic	0	0	0
6	Liveries LS @ Rs.225/- P.M.	225.00	225.00	225.00
7	Leave Salary 2.25 Days PM (27 days/Calendar Year)	1,020.67	1,142.50	1,258.17
8	Per month category wise wage without Service Charge	15,712.00	17,560.16	18,598.26
9	Monthly Transportation cost for carrying lunch to CC office at Jivan Tara Building from BHEL House (max.25 days/month)	Q		
10	Service Charge @ ____% (in percentage)	Q	Q	Q
11	Per month category wise wage with Service Charge i.e. {(Sr.No.8)+(Sr.No.8xSr.No.10/100)}	Q	Q	Q
12	Minimum contract workers required for Canteen Services	11	5	1
13	Category wise contract value for canteen services per month (Sr.No.11 x Sr.No.12)	Q	Q	Q
14	Total per month cost for 17 workers (11USW, 5SSW & 1SW) i.e {(for Sr.No.13 : Col.(A)+Col(B)+Col(C)}	Q		
15	Amount of Service Tax as applicable on Sr.No.14 as per govt. rule. i.e. (Sr.No.14x14/100)	Q		
16	Total per month cost including service charge & inclusive of all taxes for 17 workers (11USW, 5SSW & 1SW) {i.e. Sr.No.9+Sr.No.14+Sr.No.15}	Q		
17	Total estimated cost for 24 months (Including service charge & inclusive of all tax) i.e. (Sr.No.16x24)	Q		

Note: The 'Q' value against the Sr.No.10 & Sr.No.12 to Sr.No.17 will be as per information /formula mentioned in respective component descriptions.

ANNEXURE-F1

DETAILED SCOPE OF JOB/ SERVICES:

1. Collection of raw material for cooking of food, one day in advance from 14.00 hrs onwards from BHEL person in-charge after submission of proper form available from BHEL Canteen Store.
2. Cleaning and proper washing of all the raw material (e.g. rice, pulses, vegetables, spices etc.) prior to cooking of tasty & hygienic lunch as per Menu decided by BHEL (Tentative lunch menu is enclosed as Annexure-F9) on an average for 700-950 persons per day at BHEL House, Asiad, New Delhi-49.
3. Transportation of 40- 45 cooked lunch along with required labour from Siri Fort to Jeevan Tara building for Corporate Communication Office staffs. The transport has to be arranged and paid by the contractor.
4. In case Corporate Communication (CC) office at Jivan Tara being shifted to BHEL house, the quoted amount of transportation cost in the sr. no. 9 of annexure-B of price bid will be reduced from the contractor's payments.
5. Filling the Lunch thalies hygienically with food in the respective buildings (i.e. BHEL House, Jeevan tara building) and distributing the same at the seat of BHEL employees against the BHEL lunch coupons with the help of trolleys on all working days. This distribution of lunches should be between 12.50 PM to 01:00 PM daily and any delay in distribution may lead to LD.
6. Collecting back of used utensils from all the floors of building back to washing area of the respected buildings for washing (before 2 PM daily).
7. Washing of lunch plates and kitchen utensils, kitchen area, lunch trolleys, lunch distribution Centre at basement daily on all the working days.
8. Thorough Cleaning of canteen area and performing other hygiene related activities on second and last Saturday of every month.

Working days of Canteen:

Lunch will be prepared and served on all working days except all Sundays, second and last Saturdays of the month and gazette holidays and other govt. holidays as declared by BHEL, Delhi from time to time. However, workers are required to come on second and last Saturday of every month for performing cleaning and other hygiene related activities in BHEL house, Asiad.

Note:

1. Infrastructure/ facilities like (i) Kitchen space (ii) lunch thalies & covers (iii) kitchen equipment (iv) lunch trolleys (v) fuel piped natural gas IGL gas (vi) water (vii) electricity, will be provided by BHEL to the contractor. Proper receipt of all the equipments / utensils will have to be given to BHEL by the contractor, at the time of commencement of job contract.
2. The Manpower mentioned by the contractor at Annexure-F6 should be deployed by him for the above Job/services irrespective to any absentees. Lunch should be served on all the employees' seat between 12.50 PM to 01:00 PM daily.
3. The raw material for cooking, cleaning and washing will be issued to Caterer one day in advance from 14.00 hrs onwards by BHEL person in-charge after submission of proper form available from BHEL Canteen Store. The quantity of raw material will be issued on the basis of norms decided by BHEL.
4. Number of persons for whom lunch would be prepared may vary from 700 to 950 as per our requirement.
5. The job will not be split to more than one party.

F.I.
[Signature]

7. In case of food poisoning/contamination, the contractor shall be held fully responsible and he shall bear all the loss caused due to the same and BHEL shall assume no responsibility whatsoever.
8. It shall be the contractors liability that no foreign material unfit for human consumption is found in the cooked food.
9. The bidders shall inspect the site of work (i.e. BHEL House, Jeevan tara building) to understand the scope of work in totality and see the infrastructure available in the respective buildings. He should accordingly quote in the price bid format.

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CONSOLIDATED WAGES & OTHER ALLOWANCES & STATUTORY PAYMENTS / CONTRIBUTIONS -PER MONTH				
Sl. No.	COMPONENTS	CATEGORY OF WORKERS		
		UNSKILLED (MW @9048)	SEMI SKILLED (MW @10010)	SKILLED /SUP. (MW @10998)
1(a)	Govt. of NCT of Delhi Minimum Wage as on 01.04.2015	9,048	10,010	10,998
1(b)	Dearness Allowances w.e.f. 01.10.2015	(Actuals)	(Actuals)	(Actuals)
1(c)	Cash Component	3,200	3,700	4,100
1	Monthly Consolidated wages Including VDA upto Apr'2015	12,248	13,710	15,098
2	PF Contribution on S.No.1			
(a)	CPF @ 12% on Sl.No.1	1470	1645	1812
(b)	EDLI @ 0.50% on Sl. No. 1	61	69	75
(c)	Admn. Charges (02) @ 0.85% on Sl. No. 1	104	117	128
(d)	Admn. Charges (22) @ 0.01% on Sl. No. 1	1	1	2
3	ESI Contribution on Sl. No. 3			
(a)	ESI @ 4.75% as employer contribution {(Applicable for wages upto ₹ 15000/- (wage ceiling limit) as per ESI Act}	582	651	0
4	Bonus (Minimum @ 8.33% to maximum 20% as per payment of bonus act 1965) is applicable for the wages upto ₹10000 (upper limit). To be computed @ Basic Pay of ₹3500/-	0	0	0
5	Liveries LS @ ₹ 225/- Per Month	225	225	225
6	Leave Salary 2.25 Days PM (27 days/Calendar Year)	1,021	1,143	1,258
7	Per month category wise wage (Excluding Service Charge & service Tax)	15,712	17,560	18,598
8	Minimum Contract Work force required for Canteen Services (Per Month)	11	5	1

Note:

1. Increase of VDA by Govt. of Delhi/ NCR w.e.f. 01.04.2015 has been incorporated in the category wise wage calculation and any further increase of VDA will become the part of monthly consolidated wages.
2. TDS as applicable will be deducted from all the bills & TDS certificate will be issued to the Party.
3. Calculation of PF, ESI and Bonus as per Bonus Act & Leave Salary will be based on the monthly consolidated wages inclusive of VDA.

BUSINESS RULES FOR REVERSE AUCTION
GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION

Against this Enquiry for the subject work with detailed scope of work as per our enquiry specification, BHEL House, Siri Fort, New Delhi may resort to **"REVERSE AUCTION PROCEDURE" i.e. ON LINE BIDDING (THROUGH A SERVICE PROVIDER)**. The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed Reverse Auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit 'online sealed bid' in the Reverse Auction. Non-submission of 'online sealed bid' by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite auction by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on Internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form (Annexure I) before start of Reverse Auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., Price bid) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse Auction will be conducted on schedule date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
10. The lowest bidder has to fax/email the duly signed filled-in prescribed format for price breakup including that of line items, if required, (Annexure II) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the price bids and price impacts, if any already submitted and available with BHEL shall be opened as per BHEL's standard practice.
12. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the 'Business Rules of Reverse Auction', which will be communicated before the Reverse Auction.
13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action *as per extant BHEL guidelines*, shall be initiated by BHEL and the results of the RA scrapped, aborted.
14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
15. In case BHEL decides to go for reverse auction, the H1 bidder(s) (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

Annexure- I

Process Compliance Form

(The bidders are required to print this on their company's letterhead, sign & stamp before faxing)

To

- M/s. {Service provider
- Postal address}

Subject: Agreement to the Process related Terms and Conditions for the Reverse Auction

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the RFQ document for Contract of Canteen Services at BHEL House Delhi Vide NIT No.: AA:GAX:15:CS:101, Dated: 22.08.2015.

This letter is to confirm that:

- 1) The undersigned is authorized official/ representative of the company to participate in RA and to sign the related documents.
- 2) We have studied the Reverse Auction Terms & Conditions and the Business rules governing the Reverse Auction as mentioned in your letter and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
- 4) We also confirm that, in case we become L1 bidder, we will email/ fax the price confirmation & break up of our quoted price (including that of line items) as per Annexure- II within two working days (of BHEL) after completion of RA event, besides sending the same by registered post/ courier both to M/s BHEL and M/s {Service Provider}.

We, hereby confirm that we will honor the Bids placed by us during the auction process.

With regards,

Signature with company seal

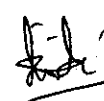
Name –

Company / Organization –

Designation within Company / Organization –

Address of Company / Organization –

- Sign this document and Fax it to M/s {Service provider} at (.....) prior to start of the Event.
- Attach a signed copy of the RFQ document along with the Agreement Form/ Process Compliance form and send to M/s. {Service provider}



Annexure II
RA Price Confirmation Breakup

To

- M/s. {Service provider
- Postal address}

CC: M/s BHEL

Subject: Final price quoted during Reverse Auction, and price breakup.

Dear Sir,

We confirm that we have quoted Rs ***** for the item covered under tender enquiry No. AA:GAX:15:CS:101, **Dated :22.08.2015.**

Total price of the items covered under above cited enquiry is inclusive of all the taxes & duties including Service Tax.

The breakup of total amount is given in the Price Format enclosed.

Thanking you and looking forward to the valuable order from BHEL.

Yours sincerely,

For _____

Name:

Company:

Date:

Seal:



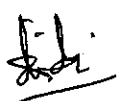
DECLARATION

I / We, do hereby declare that there is no case with the Police/Court/Regulatory authorities against the proprietor/firm/partner. Also I/We have not been suspended / delisted / blacklisted by any other Govt. Ministry / Department/Public Sector Undertaking/ Autonomous Body/Financial institution/Court. We also certify that either our firm or any of the partners are not involved in any scam or disciplinary proceedings settled or pending adjudication

**(Signature & seal of the
contractor)**

Place:

Date:



No Deviation Certificate

NIT No.: AA:GAX:15:CS:101,

Dated: 22.08.2015

Notwithstanding anything mentioned in our bid, we hereby accept all the terms and conditions of the above tender. We confirm that the offer submitted by is confirming to all the terms and conditions mentioned in the tender document. We hereby undertake and confirm that we have understood the scope of services properly and shall carry out the job as mentioned in this tender.

CLAUSE NO.	DESCRIPTION / DETAILS OF DEVIATION	REMARKS / REASONS

NOTES:

1. In case of no deviation, "NIL" is to be indicated in the above format.
2. BHEL reserves the right to reject the offer without assigning any reason.

"I, _____ hereby certify that except the deviations mentioned above, we do not have any other deviations to the tender no. _____ dated _____. Deviations, if any, mentioned elsewhere in our bid (Price Bid) may be treated as null and void by BHEL."

(Signature & seal of the contractor)

NAME:
DESIGNATION:
COMPANY / FIRM:
DATE:

TECHNICAL DETAILS

Rs. Lakhs

TURNOVER (F.Y.)	2011-12	2012-13	2013-14

EXPERIENCE	No. of Work	Value	Customer's Name

SIMILAR WORKS	Nature of Works	No. of works	Value	Customer's Name

EPF Registration number	
ESI Registration number	
PAN Card No.	
Service Tax No.	

Income Tax Return (F.Y.)	2011-12	2012-13	2013-14
EMD Details	DD/ PO No.	Date	Amount
Details of manpower			

Note: Copy of challan, with Name of the worker to be attached.

Detail no. of manpower likely to be deployed by the contractor as per scope of job/ or services enclosed in Annexure-F1	Un-Skilled Worker	Semi-Skilled Worker	Skilled Worker/ Supervisor
	11	5	1

(Signature & seal of the contractor)

BIDDER'S DETAILS

Name of the Contractor /Party/ Firm	
Name of Representative	
Postal Address	
Phone/ Landline Nos.	
Mobile Nos.	
Fax No.	
E-Mail Address	
Web Site Address (If Any)	
Bank details for payment through NEFT/RTGS and for release of EMD*	Name of Bank: Branch: Account No.: IFSC No.: MICR No.:

(Signature & seal of the contractor)



**CHECK-LIST (TECHNICAL BID)
SUMMARY OF COMPLIANCE TO REQUIREMENT OF TENDER**

Sl. No.	Description of requirement	Yes/ No/NA	Page No.
1	EMD of Rs. 1,50,000/- in the form of Pay order or Demand Draft in favour of "Bharat Heavy Electricals Ltd" in a separate envelope.		
2	Details of work experience, satisfactory work performance certificates.		
3	Copies of the Balance sheet and Profit & Loss account statement of last three financial years i.e. FY 2011-12, 2012-13 & 2013-14 duly certified by CA.		
4	acknowledgement of I-T return of last three financial years i.e. FY 2011-12, 2012-13 & 2013-14		
5	Copy of the PAN card.		
6	Copy of ESI registration certificate		
7	Copy of Service Tax registration certificate		
8	Declaration enclosed at Annexure – F4		
9	No deviation certificate enclosed at Annexure – F5		
10	Technical details as per Annexure-F6		
11.	Bidder's detail as per Annexure- F7		
12	All the pages of tender document have been signed		
13	Sealed envelope of price bid submitted.		

(Signature & seal of the contractor)

ANNEXURE-F9**Tentative Lunch Menu**

							In Hindi
क्रम संख्या	सोमवार	मंगलवार	बुधवार	गुरुवार	शुक्रवार	शनिवार	प्रासंगिक छुट्टी के अगले दिन
1	मटर पनीर	आलू बिंस	सीताफल / घिया	सांबर	दम आलू	आलू + सोया चुरा + मटर	सीजनल सब्जी
2	अरहर दाल तड्का	राजमा	मुंग / मोठ (साबुत)	दाल बडा	चणा (काबुली /काला)	मिक्स दाल	मुंग दाल + मसहुर दाल
3	चावल	जीरा पुलाव	चावल	नींबु चावल	वेज पुलाव	जीरा पुलाव	चावल
4	रोटी -1	रोटी -1	पराठा -1 (बेसण/मेथी)	चटनी	रोटी -1	रोटी -1	रोटी -1
5	आम दही	सादा दही	आईसक्रीम	फ्रुट (आम, संत्रा, चिकू,सेब)	सादा दही	खीर/छाज	फल/ दही/ आईसक्रीम

							In English
Sr. No.	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Next to holiday
1	Mater Paneer	Potato Beans	Sitafal / Lauki	Saamber	Dam aalu	Potato+ soya bean +Mater	Seasonal mix vegetable
2	Tur Daal Tadka	Rajma	Moong / Moth	Daal Vada	Gram (Desi/Kabuli)	Mix daal	Moong Daal + Mashur Daal
3	Rice	Jira Rice	Rice	Lamon Rice	Veg Pulaw	Jira Pulaw	Rice
4	Chapati-1	Chapati - 1	Paratha -1 (Besan/ Methi)	Chatni	Chapati -1	Chapati -1	Chapati -1
5	Sweet Curd	Plane curd	Ice cream	Fruit (Mango/ Orange/ Apple/ Chiku)	Plane Curd	Kheer/ Butter Milk	Fruit/ Curd/ Ice cream

PART-B: 'PRICE BID'

Name of Job/ services: Contract of
**CANTEEN SERVICES AT BHEL HOUSE, ASIAD- COOKING OF LUNCHE FOR 700-950
PERSONS AND OTHER ALLIED SERVICES.**

NIT No. : AA:GAX:15:CS:101, Dated: 22.08.015

Period of Contract : Two Years from the date of placement of order.

1	Monthly agency service charges per workforce as per Sr. No. 10 of ANNEXURE-A of UN-PRICE BID.	(in percentage)
	In words Percentage:- _____	

Note:

1. The above quoted service charge will remain firm (fixed) for the entire contract duration and it will be applicable in Annexure-B of the Price Bid.

Evaluation Criteria:

- 1 Overall L1 bidder will be decided based on the **Sl. no. 17** of Annexure-B of the Price Bid i.e. "Total Cost of Contract (including service charge & inclusive of all taxes)".
- 2 The contractor will make the payment to the contract labours at the rate of BHEL wages as mentioned in Annexure-F2. However, the quoted rate for various categories of labours may vary in due course of time due to wage revision or revision in statutory levy applicable on wage rate or by increase in VDA.
- 3 The **Manpower** mentioned by the contractor at Annexure-F6 should be deployed by him for the above Job/services irrespective to any absentees and also ensure compliment to statutory requirements.
- 4 The rates quoted in the "**PRICE BID**" would remain firm for the entire contract period of two years and the extended period (if any). However, VDA and its impact on statutory/ payments as and when announced by designated authority shall also be admissible during the course of the contract.
- 5 Any statutory variation in service tax during the entire contract period of two years and the extended period (if any) shall also be admissible.
- 6 In case of RA conduct, bidders has to quote their 'online sealed bid' as the value quoted in Sr.No.17 of Annexure-B of price bid.
- 7 In case Corporate Communication (CC) office at Jivan Tara Building being shifted to BHEL house, the quoted amount of transportation cost in the sr. no. 9 of annexure-B of price bid will be reduced from the contractor's payments.

(Signature & seal of the contractor)

Annexure-B

Sl. No.	COMPONENTS	CATEGORY OF WORKERS		
		UNSKILLED/ (USW) (MW @9048) (A)	SEMI SKILLED/ (SSW) (MW @10010) (B)	SKILLED/ (SW) Supvr. (MW @10998) (C)
1	Monthly Consolidated Wages including VDA w.e.f. 01.04.2015 (As per Delhi govt. min. wage)	9,048.00	10,010.00	10,998.00
1(a)	Cash Component (Rs3200 i.e.2000+1200), (Rs3700 i.e. 2300+1400), (Rs.4100 i.e 2500+1600) respectively for USW, SSW and SW	3,200.00	3,700.00	4,100.00
2	Monthly Consolidated Wages including VDA upto Apr'2015	12,248.00	13,710.00	15,098.00
3	PF Contribution on Sl. No.2			
(a)	CPF @ 12% on Sl. No.2	1,469.76	1,645.20	1,811.76
(b)	EDLI @ 0.50% on Sl. No.2	61.24	68.55	75.49
(c)	Admn. Charges (02) @ 0.85% on Sl. No. 2	104.11	116.54	128.33
(d)	Admn. Charges (22) @ 0.01% on Sl. No. 2	1.22	1.37	1.51
4	ESIC Contribution on Sl. No.2(b)			
(a)	ESI @ 4.75% as employer contribution {(Applicable for wages up to ₹ 15000/- (wage ceiling limit) as per ESI Act}	582.00	651.00	0.00
5	Bonus (Minimum @ 8.33% to maximum 20% as per payment of bonus act 1965) is applicable for the wages up to Rs.10000 (upper limit). To be computed @ Basic	0	0	0
6	Liveries LS @ Rs.225/- P.M.	225.00	225.00	225.00
7	Leave Salary 2.25 Days PM (27 days/Calendar Year)	1,020.67	1,142.50	1,258.17
8	Per month category wise wage without Service Charge	15,712.00	17,560.16	18,598.26
9	Monthly Transportation cost for carrying lunch to CC office at Jivan Tara Building from BHEL House (max.25 days/month)			
10	Service Charge @ ____% (in percentage)			
11	Per month category wise wage with Service Charge i.e. {(Sr.No.8)+(Sr.No.8xSr.No.10/100)}			
12	Minimum contract workers required for Canteen Services	11	5	1
13	Category wise contract value for canteen services per month (Sr.No.11 x Sr.No.12)			
14	Total per month cost for 17 workers (11USW, 5SSW & 1SW) i.e. {for Sr.No.13 : Col.(A)+Col.(B)+Col.(C)}			
15	Amount of Service Tax as applicable on Sr.No.14 as per govt. rule. i.e. (Sr.No.14x14/100)			
16	Total per month cost including service charge & inclusive of all taxes for 17 workers (11USW, 5SSW & 1SW) (i.e. Sr.No.9+Sr.No.14+Sr.No.15)			
17	Total estimated cost for 24 months (Including service charge & inclusive of all tax) i.e. (Sr.No.16x24)			

Note: The 'Q' value against the Sr.No.11 & Sr.No.13 to Sr.No.17 will be as per information /formula mentioned in respective component descriptions.