



**BHARAT HEPAVY ELECTRICALS LIMITED**

(A Govt of India Undertaking)

High Pressure Boiler Plant, Tiruchirappalli – 620 014, Tamil Nadu  
Ph. No. 0431-2571519, 8187, e-mail: aitr@bhel.in, website: www.bhel.com

**WORKS CONTRACTS MANAGEMENT DEPT.**

**NOTICE INVITING e-TENDER (NIT)**

| SL | Description  | Details  |
|----|--|--|
| 1  | Scope of Work  | Providing Cooking and Housekeeping services at BHEL Canteens for one year during 2022-23.  |
| 2  | Location of work   | BHEL Trichy Complex  |
| 3  | Period of contract                                       | One Year from date of Award of work at BHEL, Trichy.   |
| 4  | Last date of receipt of filled-in Tender / Offer         | <b>10.00 a.m. on 04.06.2022</b>  |
| 5  | Date & Time of opening of techno-commercial bid (Part-I) | <b>02.30 p.m. on 04.06.2022</b>  |
| 6  | Date & Time of opening of Price Bids (Part-2)            | The date/time of opening of Price Bids will be intimated to all the technically qualified bidders at a later date by BHEL.   |
| 7  | Place of opening of Techno Commercial Bids (Part-I)      | Online bid opening through e-Procurement Portal  |
| 8  | Tender Shall be addressed and submitted to               | Online bid submission through e-Procurement Portal   |
| 9  | EMD  | <b>Schedule -1 : ₹ 4,87,800/-</b><br><b>Schedule -2 : ₹ 1,45,000/-</b><br><b>(Two separate EMD to be submitted for quoting both schedules)</b><br>EMD shall be exempted for MSE's (Micro & Small Enterprise), subject to production of supporting documents. Tender submitted by Non MSE bidders without EMD will be summarily rejected. |
| 10 | Contact details for queries related to tender            | Umashankar M, Engineer/ WCM;<br>0431 257 1519; e-mail: umashankar@bhel.in<br>Anjana Pachori, Sr. Engineer/ WCM;<br>0431 257 8187; e-mail: apachori@bhel.in   |
| 11 | Working Area Contact details                             | S Brahadesh, Sr.Manager / HRM IR & Canteen Proc.<br>e-mail : brahadesh@bhel.in / Ph: 0431 257 7372   |

The tender documents comprise the following: -

**(I) This Covering letter**

**(II) Part-1 – Techno Commercial Bid**

- Annexure-T1 : Terms & conditions for submitting the offers
- Annexure-T2 : Terms & conditions for finalizing the Contract
- Annexure-T3 : Terms & conditions for operation of the Contract
- Annexure-T4 : General Terms & Conditions of the Contract
- Annexure-T5 : Pre-Qualification Requirements (PQRs)

**(III) Part-2 – Price Bid**

- Annexure-P1 : Price bid proforma

Tender can be cancelled at any stage due to unavoidable circumstances. Please note that this is only a request for an Offer and not a Contract.

Sr. Engineer / WCM  
(Anjana Pachori)

Date :  
Place:

Signature of the Bidder with seal  
(Authorized Signatory)

# **PART-1**

## **TECHNO-COMMERCIAL BID**

Date :  
Place:

Signature of the Bidder with seal  
(Authorized Signatory)

**ANNEXURE-T1**

**TERMS & CONDITIONS FOR SUBMITTING THE OFFERS**

**1. SIGNING THE TENDER DOCUMENTS**

- 1.1 The tender & all other connected documents shall be digitally / physically signed by the Authorized Signatory Only. Authorized signatory shall be the person holding ‘power of attorney’ on behalf of the firm/company/Bidder-concerned authorized/empowered, by MD or Board of Directors or authorized person, to act on behalf for the specific purpose of quoting tender and all procedures connected with, till finalization and execution of the Contract.

**2. ELIGIBILITY FOR PARTICIPATING IN THIS TENDER**

- 2.1 If the bidder has taken any deviation to this tender terms & conditions, and schedules of this tender it lead to total rejection of the offer submitted.
- 2.2 Tenderer who have been suspended or black listed or issued with “Show Cause Notice” by BHEL, Tiruchirappalli -620014 or any other unit or GOI will not be allowed to participate in the tender, and bidder should declare the same in the tender. Even during the course of evaluation/ finalization of tender if it is found that some of the parties are black listed/ barred from business transaction/ under business hold, BHEL will not consider them for further participation in the tender.
- 2.3 If a tenderer or a contractor has a dependent/relative or in the case of a partnership firm, any of its partners or dependents of partners is employed in BHEL, the authority inviting tenders should be informed of this fact at the time of submission of the Tender failing which Tender may be disqualified or if such fact subsequently come to light, the contract may be cancelled.
- 2.4 No BHEL employee and their dependents are eligible to submit their offer against this tender.

**3. QUOTING OPTIONS**

- 3.1 Quoting
- 3.1.1 Rates should be quoted as per the Work / Rate schedule (Price bid/Part –II). Rates quoted in any other form will not be accepted, and will be rejected.
- 3.2 Quoting best lowest rate and the sanctity of the L1 status
- 3.2.1 Quoting the lowest best rate is a must against this Tender. However, bidders are required to understand that the lowest rate offered by them or accepted by them, as the case may be, should be honored throughout the tenure of the Contract. During the tenure of the Contract, if any such bidder who have quoted/accepted the lowest rate, do not execute contract as per BHEL’s requirements or shun away from doing business with BHEL on some pretext or other, and on whatsoever may be the reason, will be considered as a defaulter and that will purport to sabotaging the total Tendering process of BHEL. Hence BHEL will exercise their right in taking severe action under Contractual obligations including legal action against those bidders.

**4. VALIDITY OF OFFERS**

- 4.1 The rates quoted shall be valid for acceptance for a minimum period of 120 days from the date of Tender opening. If bidders indulge in withdrawal of Tender or increasing the rates, within this validity period, BHEL will be entitled to forfeit the EMD paid automatically.
- 4.2 After price bid opening but before placement of LOI / Order, if any bidder withdraws his offer / varies it any manner within the validity period, BHEL will initiate suitable penal action against the bidder as per the guidelines of Suspension of Business Dealings with Suppliers / Contractors.

Date :  
Place:

Signature of the Bidder with seal  
(Authorized Signatory)

**5. SUBMISSION OF OFFERS**

5.1 Totally there will be two part bid viz., (i) Techno-Commercial Bid & EMD & (ii) Price Bid.

**Part – 1A**

- 5.2 EMD should be submitted as per Part-I(A)/Prequalification Bid/EMD (including EMD waiver, if any). Techno-commercial bid will be considered only if the Part(A) / Prequalification Bid / EMD is valid. EMD in any other form and tender without EMD will be summarily rejected.
- 5.3 Bidder should arrange for the EMD as specified in the tender. The original should be posted/couriered/given in person in a sealed cover super scribing ‘Tender number/date/Part-I(A)/EMD’ to the Tender Inviting Authority, within the bid submission date and time for the tender.
- 5.4 In case of offline payments, the hardcopies of Earnest Money Deposit (EMD) document / DD / BG (if applicable) submitted to WCM / BHEL and the soft-copies uploaded at the time of online bid submission should be the same, otherwise the tender will be summarily rejected.
- 5.5 Techno Commercial Bid consists of the documents Annexure T1 to T5 shall be duly digitally / physically signed & stamped by the bidder in all the pages and uploaded in EPS while submitting offer.
- 5.6 The copies of all the supporting documents uploaded in EPS may be SELF attested by the Bidder concerned.
- 5.7 All the required documents shall be filed in the same serial as per the format / column of the “Techno Commercial Bid”. All the pages shall be serially numbered on the right hand side top corner.

**Part – 1B**

- 5.8 All the copy of individual DDs and BGs (if applicable) for EMD shall be uploaded in EPS while submitting offer. MSE Vendors shall upload notarized / attested copy of UDYAM Registration Certificate. Also if EMD remitted through SBI Collect, then the SBI Collect receipt shall be uploaded in EPS.
- 5.9 Bidder should arrange for the EMD as specified in the tender. The original should be posted / couriered / given in person in a sealed cover super scribing ‘Tender number / date / Part-I(A) / EMD’ to the Tender Inviting Authority, within the bid submission date and time for the tender. In case of offline payments, the hardcopies of Earnest Money Deposit (EMD) document / DD / BG (if applicable) submitted to WCM / BHEL and the soft-copies uploaded at the time of online bid submission should be the same, otherwise the tender will be summarily rejected.

**Part – 2**

5.10 The price bids shall be uploaded in EPS while submitting offer.

**General**

5.11 Kindly ensure that the total size of the scanned documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However, it shall be sole responsibility of bidder that the uploaded documents remain legible.

Date :  
Place:

Signature of the Bidder with seal  
(Authorized Signatory)

- 5.12 Bidder are advised not to wait till the last minutes or last few seconds w.r.t tender closing time to submit their offer to avoid complications related with internet connectivity / network problem/ power failure etc.
- 5.13 Bidders are advised take due care while quoting the technical and price bids forms in the e-procurement system. Bidders, those who tamper with tendering procedure affecting ordering process or misusing the technical information of the tender document or withdrawing their offer after price bid opening, will be penalized as per BHEL guidelines on suspension of business dealings with suppliers/ contractors. Abridged version of the guideline is available in [www.bhel.com](http://www.bhel.com).
- 5.14 It is advised that all the documents to be submitted are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission.
- 5.15 The bidder has to upload the scanned copy of all the mentioned original documents (in colour) during online bid-submission.

## **6. OTHER CONDITIONS**

- 6.1 All entries in tender documents shall be clearly written in one ink or typed. All the corrections/cancellations/ insertions, if any, shall be duly attested by the Bidders concerned.
- 6.2 Rates should be quoted as per the Price Bid. Rates quoted in any other form will not be accepted and will be rejected.
- 6.3 The tender shall fill in all the required particulars of the tender documents and also sign on each and every page of the tender documents before submitting their offer.
- 6.4 Should a Bidder find discrepancies or omissions in the tender documents or should there any doubt as to their meaning, he should at once address the authority inviting the Tender, for clarification well before the due date, so as to submit his Tender in time. (No extension of time shall be given for submission of the tender on any account)
- 6.5 Conditional offers, offers which are incomplete or otherwise considered defective with respect to tender Terms & conditions and tenders not in accordance with the Terms & Conditions herein contained and the tenders not in original shall be rejected, out rightly, at any point of time during the evaluation process.
- 6.6 If a bidder deliberately gives wrong information in his offer or creates conditions favorable for the acceptance of his offer, the BHEL WILL REJECT SUCH OFFER AT ANY STAGE and take very severe action as per BHEL procedure/ guidelines/ practices.
- 6.7 Canvassing in any form, in connection with the tender is strictly prohibited and such tender are bound to be rejected. All information furnished is taken to be authentic by the Bidder for evaluation of offers. Should any information found to be incorrect subsequently, at any point of time, the LOI / Contract shall be rejected / terminated and the EMD / SD shall be forfeited and take very severe action as per BHEL procedure/ guidelines/ practices.
- 6.8 Should a Bidder's or a Contractor's or in the case of a firm or company of Bidder/any of its shareholder's or shareholder's relative is employed in BHEL, the authority inviting the Tenders shall be informed in writing of this fact at the time of submission of the tender, failing which the offer may be disqualified, or if such fact subsequently comes to light, the LOI / Contract may be cancelled.
- 6.9 The Tender schedule and the total Tender Terms and Conditions shall be deemed to form an integral part of the Contract to be entered into for this work.

Date :  
Place:

Signature of the Bidder with seal  
(Authorized Signatory)

**7. EMD SUBMITTED BY THE BIDDER WILL BE FORFEITED, IF**

- 7.1 After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
- 7.2 The Contractor fails to deposit the required Security deposit or commence the work within 15 days of LOI/ WO/ Contract.
- 7.3 EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant “Guidelines on Suspension of business dealings with suppliers/ contractors” and forfeited/ released based on the action as determined under these guidelines. Abridged version of the guideline is available in [www.bhel.com](http://www.bhel.com).

Date :  
Place:

Signature of the Bidder with seal  
(Authorized Signatory)

**ANNEXURE-T2**

**TERMS & CONDITIONS FOR FINALIZING THE CONTRACT**

**1. METHOD OF EVALUATION OF PRICES**

- 1.1 BHEL will finalize the rates through e- procurement portal. Hence Tenderers are requested to give their best prices at the first instance itself.
- 1.2 BHEL would negotiate or re-float the Tender opened if L1 price is not the lowest acceptable price to them inter-alia other reasons.
- 1.3 Lowest prices received against BHEL Tenders need not be acceptable price to BHEL and in that case BHEL would not consider the same for award of Contract, despite the price being L1 in the Tender.
- 1.4 In the event of the final L1 prices are not reasonable / acceptable to BHEL; BHEL also may resort to short closure of this Tender.

**2. RANKING**

- 2.1 Schedule wise ranking of bidder will be done based on the **% of Service charge** quoted by the bidder over and above the minimum monthly value given below: -.

**Schedule 1: HOUSEKEEPING SERVICES AT BHEL CANTEENS**

| SL | Description of services                     | Category of workforce | No. of Points | Daily rate for each point w.r.t their category | No. of Points per Year. | Category wise Annual Amount | Total Annual Amount ₹ Excluding service charge & GST | Monthly Rate ₹ Excluding service charge & GST |
|----|---|-----------------------|---------------|--|-------------------------|-----------------------------|--|---|
| 1  | Cleaning and other services at 24 Canteen   | USW                   | 7             | 616.29   | 2191                    | ₹ 13,50,291.39              | ₹ 15,57,419.14                                       | ₹ 1,29,784.93                                 |
|    |   | SUP                   | 1             | 661.75   | 313                     | ₹ 2,07,127.75               |  |   |
| 2  | Cleaning and other services Unit-II Canteen | USW                   | 16            | 616.29   | 5840                    | ₹ 35,99,133.60              | ₹ 40,82,211.10                                       | ₹ 3,40,184.26                                 |
|    |   | SUP                   | 2             | 661.75   | 730                     | ₹ 4,83,077.50               |  |   |
| 3  | Cleaning and other services WRI Canteen     | USW                   | 1             | 616.29   | 313                     | ₹ 1,92,898.77               | ₹ 1,92,898.77  | ₹ 16,074.90                                   |
|    |   | SUP                   | 0             | 661.75   | 0                       | ₹ 0.00                      |  |   |
| 4  | Cleaning and other services HRDC Canteen    | USW                   | 2             | 616.29   | 626                     | ₹ 3,85,797.54               | ₹ 3,85,797.54  | ₹ 32,149.80                                   |
|    |   | SUP                   | 0             | 661.75   | 0                       | ₹ 0.00                      |  |   |
| 5  | Cleaning and other services Civil Canteen   | USW                   | 1             | 616.29   | 313                     | ₹ 1,92,898.77               | ₹ 1,92,898.77  | ₹ 16,074.90                                   |
|    |   | SUP                   | 0             | 661.75   | 0                       | ₹ 0.00                      |  |   |
| 6  | Cleaning and other services Medical Canteen | USW                   | 2             | 616.29   | 730                     | ₹ 4,49,891.70               | ₹ 4,49,891.70  | ₹ 37,490.98                                   |
|    |   | SUP                   | 0             | 661.75   | 0                       | ₹ 0.00                      |  |   |
| 7  | Cleaning and other services RPS Canteen     | USW                   | 1             | 616.29   | 313                     | ₹ 1,92,898.77               | ₹ 1,92,898.77  | ₹ 16,074.90                                   |
|    |   | SUP                   | 0             | 661.75   | 0                       | ₹ 0.00                      |  |   |
| 8  | Cleaning and other services 19C Canteen     | USW                   | 20            | 616.29   | 6260                    | ₹ 38,57,975.40              | ₹ 42,72,230.90                                       | ₹ 3,56,019.24                                 |
|    |   | SUP                   | 2             | 661.75   | 626                     | ₹ 4,14,255.50               |  |   |
| 9  | Cleaning and other services 58C Canteen     | USW                   | 26            | 616.29   | 9490                    | ₹ 58,48,592.10              | ₹ 63,31,669.60                                       | ₹ 5,27,639.13                                 |
|    |   | SUP                   | 2             | 661.75   | 730                     | ₹ 4,83,077.50               |  |   |
| 10 | Cleaning and other services 18C Canteen     | USW                   | 9             | 616.29   | 3285                    | ₹ 20,24,512.65              | ₹ 20,24,512.65                                       | ₹ 1,68,709.39                                 |
|    |   | SUP                   | 0             | 661.75   | 0                       | ₹ 0.00                      |  |   |
|    | <b>TOTAL USW</b>                            |                       | <b>85</b>     |  |                         | <b>₹ 1,80,94,890.69</b>     | <b>₹</b>   | <b>₹</b>                                      |
|    | <b>TOTAL SUP</b>                            |                       | <b>7</b>      |  |                         | <b>₹ 15,87,538.25</b>       | <b>1,96,82,428.94</b>                                | <b>16,40,202.41</b>                           |

**Note: USW = Un Skilled Workforce, SUP = Supervisor**

Date :  
Place:

Signature of the Bidder with seal  
(Authorized Signatory)

**Schedule:2: COOKING SERVICES AT BHEL CANTEENS**

| SL | Description of services                          | Category of workforce | No. of Points | Daily rate for each Points w.r.t their category | No. of points per Year. | Annual Amount ₹ Excluding service charge & GST | Monthly Rate ₹ Excluding service charge & GST |
|----|--|-----------------------|---------------|---|-------------------------|--|---|
| 1  | Cooking and serving services at Unite-II Canteen | SW                    | 3             | 641.20  | 1095                    | ₹ 7,02,114.00                                  | ₹ 58,509.50                                   |
| 2  | Cooking and serving services Canteen 18 - SSTP   | SW                    | 2             | 641.20  | 730                     | ₹ 4,68,076.00                                  | ₹ 39,006.33                                   |
| 3  | Cooking and serving services at 19 Canteen       | SW                    | 5             | 641.20  | 1825                    | ₹ 11,70,190.00                                 | ₹ 97,515.83                                   |
| 4  | Cooking and serving services at 58 Canteen       | SW                    | 15            | 641.20  | 5475                    | ₹ 35,10,570.00                                 | ₹ 2,92,547.50                                 |
|    | <b>TOTAL Skilled</b>                             |                       | <b>25</b>     |   |                         | <b>₹ 58,50,950.00</b>                          | <b>₹ 4,87,579.17</b>                          |

**Note:** SW = Skilled Workforce

2.2 **For Billing Purpose Monthly rate will be based on No. of mandays days utilized in that particular month.**

**3. TENDER PRICE:**

- 3.1 Unless explicitly stated in the tender document, the contractor shall be responsible for the whole works, based on the schedule of works, bill of quantities and payment shall be made as per accepted rates based on the activities carried out as in the scope of work.
- 3.2 While quoting the "service charge", bidders should consider all cost elements like financing cost, cost of maintenance of accounts, overheads, profit margins, conveyance charges, amount of security deposit, statutory requirements / obligations, contractual obligations and any other expenditure as deemed relevant by the bidder or cost of any other item under its scope and to meet any expenses / exigencies (including bearing of penalty by bidder as per tender document) so as to ensure continuity of services. While quoting the price, the bidder must keep in view the prevailing applicable minimum wages of the Government of Tamilnadu. It is the responsibility of the bidder to educate himself about all obligations to be performed under the contract, the financing cost, administrative expenses, statutory liabilities, etc and then submit price accordingly.
- 3.3 If a bidder quote "Nil" service charge, the bid shall be treated as unresponsive and will not be considered for evaluation. Bids without any element of cost over and above wages / statutory payments (or below it) shall be treated as "Nil" price quotation and would be rejected. The contractor shall be liable for all kinds of dues payable in respect of all personnel provided under the contract and BHEL shall not be liable for any dues for availing the services of the personnel.
- 3.4 The bidders are advised to quote the "Service Charges" in terms of percentage of total charges. The service charge quoted in the price bid shall be exclusive of GST. GST shall be payable as applicable on actual.
- 3.5 Lowest "Service Charge" received against the tender need not be acceptable to BHEL and in that case BHEL would not consider price is not the lowest-acceptable price to them inter-alia other reasons.
- 3.6 Work force shall be supplied as per BHEL requirement. Tentative manpower may vary from day to day, however average manpower of the month will not exceed the tentative manpower. BHEL may reduce /increase the work force at any time with prior intimation to the contractor due to menu reduction and other factors. In such cases, actual no. of workforce will be determined based on the scope of operations.
- 3.7 Payment will be made to the contractor based on the actual expenditure incurred by the contractor on account of wage disbursement inclusive of minimum wage, DA and bonus and ESI & PF contribution to their workers along with service charge quoted in the tender enquiry or actual PO value, whichever is less.

Date :  
Place:

Signature of the Bidder with seal  
(Authorized Signatory)



**4. APPLICABLE CONTRACTUAL VARIATIONS**

- 4.1 Within the validity or any extension of contract thereof, "Service charge" shall remain firm (in terms of percentage) without any escalation / variation for any reason, whatsoever, unless specifically provided herein. Contractor's obligation shall remain unaffected by such escalation / variation. However, during the validity of contract period, the contract value will vary depending on the followings:
- 4.1.1 Rates of basic plus VDA (subsequent to floating of this tender), as & when notified by Govt. of Tamilnadu will be applicable in the contract and accordingly the monthly bills of the contractor will get amended against the documentary evidence.
- 4.1.2 Rates of EPF / EPS / EDLI / ESI /Min. monthly bonus etc. (subsequent to floating of this tender), as & when notified by governing statutory authorities will be applicable in the contract and accordingly the monthly bill(s) of the contractor will get amended against the documentary evidence.

**5. NUMBER OF VENDOR REQUIRED FOR OPERATION**

- 5.1 Only one Vendor is required for each schedule carryout the subject scope of work.

**6. COUNTER OFFER**

- 6.1 Counter offering is not applicable as Only one contractor is required for each schedule to carry out the subject scope of work.
- 6.2 However Counter offer is applicable for the MSE bidders if the rate quoted is equal or less then L1+15%.
- 6.3 In case of non- MSE bidder become L1, then counter offer will be given to MSE bidders as per merit, if quoted lumpsum value will be within L1+15% and if accepted, contract will be awarded to MSE bidder accepting the counter offered L1 % Service charge.

**7. TERMS FOR PRICE BID & RATE BASIS**

- 7.1 Price bid is to be submitted in a separate price bid form provided in the portal.
- 7.2 The period of the contract can be extended if required by BHEL and agreed by contractor.
- 7.3 The rates as per % service charge value quoted shall remain firm and valid throughout the contract period (including if extended on mutual acceptance, if needed) and no extra payment will be reimbursed to the contractor by BHEL. If there will be any increase of DA/ wages to the contract labour , contract value will be revised accordingly during the period of contract.
- 7.4 Quotation should be valid for a period of 120 days from the date of tender opening.
- 7.5 The rates as per quoted % service charge value should be excluding GST and inclusive of any taxes and duties levied or to be levied both by Central and State Government authorities from time to time. Such levies should be borne by the Contractor. GST will be paid extra only on submission of documentary evidence.
- 7.6 The rates as per quoted % service charge value will be inclusive of supply of all items as per the scope of work. Any miscellaneous materials that have not been mentioned specifically in the specification/tender which are required for work, shall be deemed to be included in the specification and shall be supplied by the bidder without any extra charges. Any scope of activities which are not specifically mentioned in this specification but required for the

Date :  
Place:

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(Authorized Signatory)

completion of the work for safe, trouble free, normal operation shall be provided at no extra cost by the bidder, unless explicitly excluded in the specification. Any charges for the civil works/ construction materials used for the work will be in the scope of bidder.

- 7.7 The Contractor will have to cover their workmen under PF, ESI, Bonus Act etc. based on the above payment rate (Minimum Wage).
- 7.8 Except applicable statutory deductions towards EPF, ESI, etc., the above stipulated wages shall be paid by the Contractor without any deductions like advance, training cost, accommodation cost, loan, etc.
- 7.9 The contractor should follow and comply with Minimum Wages, ESI, PF, Bonus, Group Insurance and other statutory regulations as stipulated in Factories Act and other applicable State/Central Government rules & regulations.
- 7.10 The vendors may visit the area of work, if they want to know the scope/ work details, and also area of work, prior to quoting.
- 7.11 Evaluation of the offer shall be done on the basis of service charge in percentage (%).
- 7.12 The vendor will be permitted to work round the clock to complete the work.

## **8. CRITERIA FOR AWARD OF WORK**

- 8.1 The evaluation of offer for award of work shall be on the basis of “Service Charge in %” for L1 (lowest bidder)..
- 8.2 In case of more than one L1 bidders, BHEL will get fresh revised reduced price bids from all such L1 bidders & ranking will be decided based on these revised bids. The new rates quoted should be lower than their previous L1 rates. If L1 could not be decided by this process, ranking will be decided by draw of lots in the presence of all such L1 bidders.
- 8.3 The quantity mentioned in BOQ / Price bid is tentative. BHEL reserves the right to increase or decrease the quantity during award of work or issue work order in phase manner as per requirement of BHEL.

## **9. MICRO & SMALL ENTERPRISES (MSE)**

- 9.1 MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either valid UDYAM Registration certificate.
- 9.2 Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer.
- 9.3 Any new supplier will be eligible for registration with BHEL as MSE supplier provided Valid UDYAM Registration Certificate is submitted along with application for registration.
- 9.4 However, credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers as per clause (ii) at the time of tender evaluation.
- 9.5 In case NON-MSE vendor is L1 and MSE vendors offer values are within L1 + 15 %, the L1 offer rate shall be counter offered to MSE Vendors as per merit. If the work cannot be split amongst two or more vendors, 100% work shall be awarded to MSE vendor accepting the counter offered L1 value of Non MSE L1 Vendor. If the work can be split, then MSE may be awarded at least 25% of the total work.

Date :  
Place:

Signature of the Bidder with seal  
(Authorized Signatory)

- 9.6 Definitions of MSEs owned by SC/ST is under:
- 9.6.1 In case of proprietorship firm, proprietor must be SC/ST.
- 9.6.2 In case of partnership firm, the SC/ST partners must be holding at least 51% shares in the unit.  
In case of private limited companies, at least 51% share must be held by SC/ST promoters.
- 9.7 Definitions of MSEs owned by Women is under:
- 9.7.1 In case of proprietorship firm, proprietor must be woman.
- 9.7.2 In case of partnership firm, the women partners must be holding at least 51% shares in the unit.
- 9.7.3 In case of private limited companies, at least 51% share must be held by women promoters.
- 9.8 Authorized Offices to Issue SC/ST certificate.
- 9.8.1 The caste/Tribe/Community certificate issued by the following authorities in the prescribed form for SCs/STs can be considered.
- 9.8.2 District Magistrate / Additional District Magistrate / Collector / Deputy commissioner / Additional Deputy commissioner / Deputy collector / 1st class stipendary magistrate / Sub divisional Magistrate / Taulka Magistrate / Executive magistrate / Extra Assistant commissioner.
- 9.8.3 Chief Presidency magistrate / Additional chief presidency magistrate / Presidency magistrate.
- 9.8.4 Revenue Officer not below the rank of thasildar.
- 9.8.5 Sub-Divisional officer of the area where the individual and / or his family normally resides.
- 9.8.6 To avail the benefits of MSE under SC/ST category, the related documents as stated above should be submitted along with tender documents.

#### **10. START-UP CONCESSION**

- 10.1 Start-up companies will be provided benefits and relaxation as per the latest government norms. For availing start-up benefits, relevant certificates issued by department of industrial policy and promotion shall be submitted along with the tender.

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(Authorized Signatory)

**ANNEXURE-T3**

**TERMS AND CONDITIONS FOR OPERATION OF THE CONTRACT**

**1. SPECIFICATION / SCOPE OF WORK FOR CATEGORY-1 (COOKING SERVICES)**

- 1.1 Contract pertains to Cooking & Serving services in the 'A', 'B' & 'C' shifts (06:00 Hrs. to 14:00 Hrs, 14:00 Hrs to 22:00 Hrs and 22:00 Hrs to 06:00 Hrs.) in canteens of BHEL Tiruchy for a period of One Year.
- 1.2 The work involved is Preparation and Serving of following food items as specified by respective canteen in-charges as below: -
- 1.3 Approx. Quantity of users / No. of each food item to be prepared on daily basis in all the canteens:-

| SL. NO | Type of Service | Food Items                           | Quantity / Nos. |            |            |                                      |
|--------|-----------------|--------------------------------------|-----------------|------------|------------|--------------------------------------|
|        |                 |                                      | 19 Canteen      | 58 Canteen | 18 Canteen | 24 Canteen & Peripheral dining halls |
| 1      | BREAKFAST       | Pongal / Uppuma                      | 500             | 550        | 200        | 450                                  |
| 2      |                 | Dosa                                 |                 |            |            |                                      |
| 3      |                 | T. Sambar                            |                 |            |            |                                      |
| 4      |                 | Chutney                              |                 |            |            |                                      |
| 5      | LUNCH & DINNER  | Rice                                 | 550 & 150       | 450 & 225  | 175 & 75   | 600 & 200                            |
| 6      |                 | Sambar                               |                 |            |            |                                      |
| 7      |                 | Rasam                                |                 |            |            |                                      |
| 8      |                 | Kottu / Poriyal                      |                 |            |            |                                      |
| 9      |                 | Appalam                              |                 |            |            |                                      |
| 10     | EVENING SNACKS  | Pakoda / Kara Sev / Sundal / Mixture | -               | 500        | -          | -                                    |
| 11     | COFFEE          | Coffee                               | 2000            | 3000       | 300        | 2000                                 |
| 12     | TEA             | Tea                                  | 4000            | 3500       | 500        | 5000                                 |
| 13     | MIDNIGHT TIFFIN | Dosa                                 | 0               | 50         | 20         | 30                                   |
|        |                 | T. Sambar                            |                 |            |            |                                      |

Note: The quantity is approximate includes all shifts.

- 1.4 The Break-up of work allocation (by and large) for Contract workmen will be as detailed below: -

| Canteen No.  | Indicative No of Persons required | Details of job to be undertaken  |
|--------------|-----------------------------------|--|
| All Canteens | 16                                | <b><u>“A” Shift (06:00 Hrs to 14:00 Hrs)</u></b><br>1. Dosai preparation.<br>2. Tea/Coffee preparation (Canteen)<br>3. Tea/Coffee preparation (Shop Service)<br>4. Wet grinding & Coconut Scraping<br>5. Lunch Meals preparation<br>6. Snacks preparation for evening service  |
| All Canteens | 6                                 | <b><u>“B” Shift (14:00 Hrs to 22:00 Hrs)</u></b><br>1. Tea/Coffee preparation (Shop Service)<br>2. Evening Snacks Time Tea preparation (Canteen)<br>3. Wet grinding for Dosai preparation & Coconut Scraping<br>4. Tea/Coffee preparation (Shop Service)<br>5. Dinner Meals / Tiffin preparation<br>6. Milk / Tea / Coffee Preparation |

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| Canteen No.  | Indicative No of Persons required | Details of job to be undertaken  |
|--------------|-----------------------------------|--|
| All Canteens | 3                                 | <p align="center"><b><u>“C” Shift (22:00 Hrs to 06:00 Hrs)</u></b></p> <ol style="list-style-type: none"> <li>Tea/Milk preparation (Shop Service)</li> <li>Wet grinding &amp; Coconut Scraping</li> <li>Pongal/Ravabath &amp; Tiffen sambar preparation for Breakfast</li> <li>Milk boiling</li> <li>Tea/Coffee preparation (Canteen)</li> <li>Dosai preparation for Breakfast</li> <li>Midnight Tiffin preparation</li> </ol> |

**Total – 25 Persons.**

1.5 The roles of contract workmen are as detailed below: -

| SHIFTS  | ROLE OF COOKING CONTRACT WORKMEN   |
|---|--|
| 22:00 Hrs to 06:00 Hrs (Daily)                            | <b><u>Towards Breakfast / Midnight Preparation :</u></b>   |
|   | <p><u>For Sambar:-</u><br/>Tamarind pulp making – Mixing the ingredients in right proportion-dhal boilingcooking of Sambar- finishing for required taste – i.e. Preparation of raw materials &amp; cooking (cut &amp; washed vegetables will be given)</p> |
|   | <p><u>For Pongal/Uppuma:-</u><br/>Rice &amp; dhal to be washed and Pongal to be cooked with requisite ingredients. (cleaned &amp; cut ginger piece and cleaned curry leaves will be given)</p>   |
|   | <p><u>For Dosa:-</u><br/>Preparation on the hot plate -Spreading and preparing the Dosas- Mixed dough will be provided (each Dosa should weigh 100 gms &amp; dia minimum 15 cm)</p>  |
| 06:00 Hrs. to 14.00 Hrs. & 14.00 Hrs to 22.00 Hrs (Daily) | <b><u>Towards Lunch/ Dinner Preparation</u></b>  |
|   | <p><u>For Rice</u><br/>Cooking in Boiler and filling in Vessels Manpower support will be provided for washing and cleaning of rice</p>   |
|   | <p><u>For Sambar</u><br/>Tamarind pulp preparation, Dhal boiling and rest of the Sambar preparation work by contract men. i.e. Preparation of raw materials &amp; cooking – (Washed and cut vegetables, curry leaves, etc.)</p>                            |
|   | <p><u>For Rasam</u><br/>Tamarind pulp preparation, Dhal boiling, masala prep. and rest of the Rasam preparation work- i.e., Preparation of raw materials &amp;cooking (Washed and cut Tomatto, curry leaves, etc. will be given).</p>                      |
|   | <p><u>For Koottu/Poriyal</u><br/>Boiling vegetables, mixing masala, cooking and finishing-i.e. Preparation of raw materials &amp; cooking (cut-vegetables &amp; coconut gratings will be given)</p>  |
|   | <p><u>Appalam</u><br/>Frying 2000 nos. without any flaw.</p>   |
|   | <p><u>Snacks</u><br/>Different varieties of Sundals / Pasipayaru / Thattapayaru to be cooked with the give raw materials on alternate days. Mixture/ Ribbon pakoda / Roasted peanut to be prepared on alternate days with the given ingredients.</p>       |

(\*) The shift timing indicated are reutative, hence the quantum of food items as well as the time of preparation is subject to the need and requirement from time to time.

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**1.6 OTHER ACTIVITIES:**

- 1.6.1 Onion peeling and chopping as required.
- 1.6.2 Vegetables like sponge gourd, bottle gourd, 'chow chow', Yam root, Ash gourd, etc. to be peeled off and cut as required.
- 1.6.3 The leafy vegetables (including coriander) and other vegetables to be cut regularly as required.
- 1.6.4 Potato/Beet root to be peeled off through Machines and cut regularly.
- 1.6.5 The skin of Garlic to be removed and chopped regularly.
- 1.6.6 Green and red Chilies stems to be removed/chopped regularly.
- 1.6.7 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.
- 1.6.8 Keeping the cooking areas / gas stoves/ boilers/chapathi plates etc. neat and clean before and after Cooking.
- 1.6.9 Kneading of Atta for chapathi / Pooris through machines or manually whenever required.
- 1.6.10 Powdering of Masala through Powdering Mill or manually if required.
- 1.6.11 Grinding of Masala for preparation of Sambar, Poriyal by using grinding machines or manually if required.
- 1.6.12 Assisting on vegetables cutting work by way of arranging, peeling, washing, shifting including keeping the Vegetable Cutting Room neat and clean.
- 1.6.13 Taking raw materials required for the preparations from the stores and returning unused materials with proper accounting.
- 1.6.14 Arranging of the counters and Serving the food items.
- 1.6.15 Preparing special food items in the event of occasions.
- 1.6.16 Other such canteen related works as assigned from time to time.

**1.7 ADMINISTRATIVE INSTRUCTIONS:**

- 1.7.1 The contractor shall engage competent employees with indicative manpower of 25 persons (Avg/Day) for all canteen (of whom 1 person will be chief cook) each day. The workmen deployed for this work should have completed 21 years of age and should not have crossed 55 years and wear while on duty an acceptable uniform & sandak provided by the Contractor to carry out the works contract of cooking services at BHEL Canteens and supervision thereof. Contractor must provide Uniform Minimum One set (Sandal wood track shirt, black color pant), Apron (maroon checked), Kitchen Towel, Chef cap. / Personal Protective Equipment and 1 pair of Sandak chappals and transparent hand gloves and caps for serving food. Contractor should submit the certificate obtained from canteen incharge for issuance of uniforms to contract workers along with first month bill of the contract.
- 1.7.2 The persons employed shall be physically and medically fit. Also employed persons should be healthy and free from all type of diseases. An amount at the prevailing rate fixed by BHEL per person per day is payable as charges towards the food availed by the contract workmen.
- 1.7.3 Canteen being an essential service, contractor shall 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.
- 1.7.4 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.
- 1.7.5 Work force shall be supplied as per BHEL requirement. Tentative manpower may vary from day to day, however average manpower of the month will not exceed the tentative manpower. BHEL may reduce / increase the work force at any time with prior intimation to the contractor due to menu reduction and other factors. In such cases, actual no.of workforce will be determined based on the scope of operations.

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- 1.7.6 Payment will be made to the contractor based on the actual expenditure incurred by the contractor on account of wage disbursement inclusive of minimum wage, DA & bonus and ESI & PF contribution to their workers along with service charge quoted in the tender enquiry or actual PO value, whichever is less.
- 1.7.7 Due to failure of the contractor 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.
- 1.7.8 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.
- 1.7.9 The payment will be made to the contractor on the basis of the bills submitted by him which has to be duly certified by Canteen Shift I/C or Supervisor & Executive/Canteen.
- 1.7.10 .Payment will be made to the Contractor on monthly basis against the submission of the following documents:
- a) Invoice: Original + 2 photo copies
  - b) Attendance Register: 2 photo copies
  - c) Wage register 2 photo copies
  - d) Bank statement 2 photo copies
  - e) ESI Challan 2 photo copies
  - f) PF statement 2 photo copies.
- 1.7.11 The daily work hours, interval for rest, Weekly holiday and Compensatory off shall be as per Factories Act 1948.
- 1.7.12 The contractor shall abide by the following rules and regulations.
- g) The Minimum wages Act 1948 and the related rules
  - h) The Payment of wages Act 1936 and the related rules.
  - i) The Factories Act 1948 and related Tamil Nadu Rules.
  - j) The Employees' Provident Fund & Miscellaneous provisions Act 1952.
  - k) The Employees State Insurance Act 1948.
  - l) Workmen Compensation Act 1923
  - m) Payment of Bonus Act 1965
  - n) Maternity Benefit Act, 1961
  - o) Payment of Gratuity Act, 1972
  - p) Inter-State Migrant Workmen (Regulation of Employment & Conditions of Service) Act,
  - q) 1979
  - r) Equal Remuneration Act, 1976
  - s) Industrial Employment (Standing Order) Act, 1960 (In case of engaging 100 or more personnel)
  - t) The Industrial Disputes Act 1947
  - u) And any other law, or modifications to the above or to the rules made there under from time to time

**1.8 LIQUIDATED DAMAGES (LD)/PENALTY:**

If the contractor fails to provide required manpower within the initial mobilization period (5 days) fixed in the tender and indicated in Work Order or at any time repudiates the contract then BHEL, without prejudice to any other right or remedy available to it under the contract, may at its discretion shall have right to

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- 1.8.1 Recover from the contractor, liquidated damages and not by way of penalty, a sum of 1% (one percentage) of total value of the contract (excluding taxes) per day of delay in mobilization, subject to a maximum of 5 days. In such a case, BHEL may also terminate the contract and forfeit security deposit if delay extends beyond 5 days.
- 1.8.2 Recover from the contractor, liquidated damages and not by way of penalty an amount of Rs.1000 per day in the event of any delay in making the payment of any wages or dues to the all contractual workers by the tenderer i.e. after 07th of subsequent month.
- 1.8.3 Recover from the contractor, liquidated damages and not by way of penalty a sum of 0.1% of total contract value (excluding taxes) per day for each such default, if the tenderer fails to carry out the activities mentioned in the scope of work on any day during the contract period.
- 1.8.4 The total of these recoveries under aforesaid clauses shall be limited to maximum 10% of the contract value.
- 1.8.5 In case of any change of order value, LD shall be subject to a maximum of 10% of the revised order value.

**2. SPECIFICATION / SCOPE OF WORK FOR CATEGORY-2 (CLEANING CONTRACT)**

BHEL is operating 4 major canteens and 6 dining halls. The details of normal working days and approximate consumption details are given below. Operating of dining halls will get reduced/closed based on the organisational requirement. In the event of closure, advance intimation will be given. Timing of canteen service operated as per the prevailing practise is given and the same is subject to change.

**FOR 18 CANTEEN**

**Timing of the Canteen Services for Normal Working Days**

Breakfast – 06:50 Hrs to 08:00 Hrs  
Morning Tea/Coffee to shop Floors – 09:40 Hrs to 10:00 Hrs (No. of Tea points – 6)  
Lunch – 12:00 Hrs to 13:00 Hrs  
Afternoon Tea to shop Floors – 15:00 Hrs to 15:15 Hrs (No. of Tea points – 5)  
Evening snacks – 17:30 Hrs to 18:00 Hrs  
Dinner – 20:00 Hrs to 20:30 Hrs  
Night Tea/Milk to shop Floors – 02:00 Hrs to 02:15 Hrs (No. of Tea points – 4)

**Timing of the Canteen Services for Sundays & holidays**

Breakfast – 06:50 Hrs to 08:00 Hrs  
Morning Tea/Coffee to shop Floors – 09:40 Hrs to 09:50 Hrs (No. of Tea points – 6)  
Lunch – 12:00 Hrs to 12:30 Hrs  
Evening snacks – 17:30 Hrs to 18:00 Hrs  
Dinner – 19:30 Hrs to 20:00 Hrs  
Tea / Milk – 02:00 hrs to 02:15 Hrs

Approximate consumer details and consumption details are given below

| Breakfast               | Lunch | Evening snacks | Dinner |
|-------------------------|-------|----------------|--------|
| For Normal Working Days |       |                |        |
| 200                     | 175   | 150            | 75     |
| For Sundays & Holidays  |       |                |        |
| 50                      | 50    | 60             | 40     |

Approximately 1 Meals Plate and 1 Vatta will be used per consumer for Breakfast.  
Approximately 1 Meals Plate, 3 Cups & 1 Vatta will be used per consumer for Lunch.  
Approximately 1 Snacks Plate and 1 Vatta will be used per consumer for Evening Snacks.  
Approximately 1 Meals Plate, 3 Cups & 1 vatta will be used per consumer for Dinner.

Date :  
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Signature of the Bidder with seal  
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**BRIEF DESCRIPTION**

18 Canteen is having 3 dining Halls namely Main Hall, Tiffin Hall & Special dining Hall. Special dining Hall will be used only for Lunch. Balance both the dining halls will be used for all services. Approximate area of canteen & dining hall (inclusive of all dining halls) is 1030 sqm. Main Hall is having 20 dining tables (Approx) of 8 seater capacity along with stool/Chair. Tiffin Hall is having 9 dining tables (Approx) of 8 seater capacity along with stool/Chairs. Special dining Hall is having 12 dining tables (Approx) of 3 seater capacity along with stool/Chairs.

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Food preparation will be carried for Breakfast (Approx – 150 Consumers), Lunch (Approx – 175 Consumers). Tea preparation will be carried out for 100 Consumers (Approx) on Sundays & holidays. Light carrying Vehicle/Trolley/Tempo is available for transportation of Tea, coffee, Milk, Cooked foods & Raw materials.

**SCOPE OF WORK**

Main responsibility of the cleaning contract is to ensure uninterrupted service, cleanliness and hygiene at all time at Canteen areas. Work dairy to be maintained by the supervisor.

1. All the plates, Cups, Vattas & Tea Cans should be cleaned and Kept in assigned Places well in advance (Minimum Half an hour) before start of every Service.
2. All the dining Tables should be arranged properly and Water Jugs & Tumblers should be kept on each dining tables well in advance (Minimum Half an hour) before start of every Services.
3. Tea/coffee/Milk Cans should be cleaned properly within Half an hour of every Tea/Coffee/Milk Services.
4. Canteen Areas & dining Halls (including dining Tables & Stools/Chairs) must be cleaned by using mop & cleaning agent within Two Hours from the completion of every services.
5. Counter setting (Bringing the cooked food stuffs to serving areas and filling up at assigned vessels/serving utensils) and refilling of cooked food to ensure the availability of cooked food for serving.
6. Serving utensils & Serving Vessels (all types) must be cleaned within Two Hours from the completion of Services.
7. Cooking equipment, Cooking utensils, Storing/Preparation vessels & other vessels must be cleaned within Half an hour after completion cooking (i.e, before start of the Canteen Services). This is very important to start cooking for next services.
8. All tea points should be attended with Tea/Coffee/Milk cans well in time to ensure the smooth supply of Tea/Coffee/Milk Services.
9. Water to be served to all canteen users for all services. All Water Jugs to be cleaned by using soap oil/water after every services.
10. All Dining tables to be cleaned immediately after usage by canteen users in all services.
11. Soiled plates, Cups, Tumblers, Vattas etc (as applicable to each services) to be collected from canteen users and to be moved to Cleaning room and to be cleaned in cleaning room by using Soap oil & water in all services.
12. All the waste from soiled plates to be stored in waste bin and to be moved to assigned places.
13. Helping for preparation of snacks.
14. Cleaning of Vegetables cutting machine after completion of vegetable cutting for each Services.
15. Packing of coconut shells & Empty oil cans and movement to storing area at Disposal store / 58 Canteen.
16. Cob removal to be carried out once in a week in Canteen including dining hall.
17. Surrounding area of canteen cleaning in alternative days.
18. Periodic Water refilling to be done during service time to ensure the availability of water at all dining tables.
19. Spring cleaning of Canteen areas, dining halls, Ducts & Exhaust fans in the Kitchen area, all the vessels, Cooking utensils, plates, Tumblers, Vattas, cups & other vessels/utensils if any.
20. Vegetables cutting if required.
21. Bringing Raw materials from centralised Stores to sub store of Canteen.

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22. Bringing Cooked foods from 58 canteen for dinner services & during holidays and returning to the concerned canteen after cleaning.
23. Any other activities assigned by Canteen authority related to canteen from time to time.

**FOR 58 CANTEEN**

**Timing of the Canteen Services for Normal Working Days**

Breakfast service– 06:50 Hrs to 08:00 Hrs  
Morning Tea/Coffee to shop Floors – 09:50 Hrs to 10:10 Hrs (No. of Tea points – 30)  
Lunch – 12:00 Hrs to 13:00 Hrs  
Afternoon Tea to shop Floors – 15:40 Hrs to 15:50 Hrs (No. of Tea points – 15)  
Evening snacks – 17:30 Hrs to 17:45 Hrs  
Dinner – 19:30 Hrs to 20:00 Hrs  
Midnight Tea – 23:45 hrs to 01:00 Hrs  
Midnight Tiffin – 02:00 Hrs to 02:30 Hrs

**Timing of the Canteen Services for Sundays & holidays**

Breakfast – 06:50 Hrs to 07:40 Hrs  
Morning Tea/Coffee to shop Floors – 09:50 Hrs to 10:10 Hrs (No. of Tea points – 5)  
Lunch – 12:00 Hrs to 13:00 Hrs  
Afternoon Tea to shop Floors – 15:00 Hrs to 15:30 Hrs (No. of Tea points – 2)  
Dinner – 19:30 Hrs to 20:30 Hrs  
Midnight Tiffin – 02:00 Hrs to 02:30 Hrs

Approximate consumer details and consumption details are given below

| Breakfast               | Lunch | Evening snacks | Dinner | Midnight Tiffin |
|-------------------------|-------|----------------|--------|-----------------|
| For Normal Working Days |       |                |        |                 |
| 550                     | 450   | 200            | 225    | 50              |
| For Sundays & Holidays  |       |                |        |                 |
| 130                     | 100   | Nil            | 10     | 20              |

Approximately 1 Meals Plate and 1 Vatta will be used per consumer for Breakfast.  
Approximately 1 Meals Plate and 3 Cups will be used per consumer for Lunch.  
Approximately 1 Snacks Plate and 1 Vatta will be used per consumer for Evening Snacks.  
Approximately 1 Meals Plate, 3 Cups & 1 vatta will be used per consumer for Dinner.

**Brief description**

58 Canteen is having One dining Hall and Main Kitchen area. Approximate area of canteen & dining hall is 2500 Sqm (Approx). Dining Hall is having 82 dining tables (Approx) of 8 seater capacity along with stool/Chair. Cooking activities are carried out for all Tea/Coffee/Milk services, breakfast, Lunch, Evening Snacks, Dinner & Midnight services. Light carrying Vehicle/Trolley is available to bring Tea Cans to shop Floors. Food preparation will be carried out for Breakfast, Lunch & Evening snacks at Kitchen for 2000 Consumers/Service (Approx) and 750/Service Consumers for Dinner. Minimum of Two service counters are functioning for Breakfast, Snacks & Dinner and 3 service counters are functioning for Lunch. Light carrying Vehicle/Trolley/Tempo is available for transportation of Tea, coffee, Milk, Cooked foods & Raw materials.

**SCOPE OF WORK**

Main responsibility of the cleaning contract is to ensure uninterrupted service, cleanliness and hygiene at all time at Canteen areas. Contractor has to depute one supervisory personnel to coordinate all the works during the canteen working time. Work dairy to be maintained by the supervisor.

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1. All the plates, Cups, Vattas & Tea Cans should be cleaned and Kept in assigned Places well in advance (Minimum Half an hour) before start of every Services.
2. All the dining Tables should be arranged properly and Water Jugs & Tumblers should be kept on each dining tables well in advance (Minimum Half an hour) before start of every Services.
3. Tea/coffee/Milk Cans should be cleaned properly within Half an hour of every Tea/Coffee/Milk Services.
4. Canteen Areas & dining Halls (including dining Tables & Stools/Chairs) must be cleaned by using mop & cleaning agent within Two Hours from the completion of every services.
5. Counter setting (Bringing the cooked food stuffs to serving areas and filling up at assigned vessels/serving utensils) and refilling of cooked food to ensure the availability of cooked food for serving.
6. Serving utensils & Serving Vessels (all types) must be cleaned within Two Hours from the completion of Services.
7. Cooking equipment, Cooking utensils, Storing/Preparation vessels & other vessels must be cleaned within Half an hour after completion cooking (i.e, before start of the Canteen Services). This is very important to start cooking for next services.
8. All tea points should be attended with Tea/Coffee/Milk cans well in Time to ensure the smooth Tea/Coffee/Milk Services.
9. Water to be served to all canteen users for all services. All Water Jugs to be cleaned by using soap oil/water after every services.
10. All Dining tables to be cleaned immediately after usage by canteen users in all services.
11. Soiled plates, Cups, Tumblers, Vattas etc (as applicable to each services) to be collected from canteen users and to be moved to Cleaning room and to be cleaned in cleaning room by using Soap oil & water in all services.
12. All the waste from soiled plates to be stored in waste bin and to be moved to assigned places.
13. Helping for preparation of snacks during evening time.
14. Cleaning of Vegetables cutting machine after completion of vegetable cutting for each services.
15. Cleaning of wet grinding machines.
16. Packing of coconut shells & Empty oil cans and movement to storing area at Disposal store / 58 Canteen.
17. Cob removal to be carried out once in a week in Canteen including dining hall.
18. Surrounding area cleaning in alternative days.
19. Periodic Water refilling to be done during service time to ensure the availability of water at all dining tables.
20. Spring cleaning of Canteen areas, dining halls, Ducts & Exhaust fans in the Kitchen area, all the vessels, Cooking utensils, plates, Tumblers, Vattas, cups & other vessels/utensils if any to be done on all sundays.
21. Vegetables cutting if required.
22. Bringing Raw materials from centralised Stores to sub store of Canteen.
23. Any other activities assigned by Canteen authority related to canteen from time to time.

### **FOR 19 CANTEEN**

#### **Timing of the Canteen Services for Normal Working Days**

Breakfast – 06:50 Hrs to 08:00 Hrs

Morning Tea/Coffee to shop Floors – 09:50 Hrs to 10:10 Hrs (No. of Tea points – 45)

Lunch – 12:00 Hrs to 13:00 Hrs

Afternoon Tea to shop Floors – 15:00 Hrs to 15:30 Hrs (No. of Tea points – 45)

Evening snacks – 17:30 Hrs to 17:45 Hrs

Dinner – 19:30 Hrs to 20:30 Hrs

Approximate consumer details and consumption details are given below

| Breakfast               | Lunch | Evening snacks | Dinner |
|-------------------------|-------|----------------|--------|
| For Normal Working Days |       |                |        |
| 500                     | 550   | 100            | 150    |

Date :

Place:

Signature of the Bidder with seal  
(Authorized Signatory)

Approximately 1 Meals Plate and 1 Vatta will be used per consumer for Breakfast.  
Approximately 1 Meals Plate, 3 Cups & 1 Vatta will be used per consumer for Lunch.  
Approximately 1 Snacks Plate and 1 Vatta will be used per consumer for Evening Snacks.  
Approximately 1 Meals Plate, 3 Cups & 1 vatta will be used per consumer for Dinner.

### **BRIEF DESCRIPTION**

19 Canteen is having Two Dining Halls Namely Main dining hall & Special dining Hall and Kitchen area. Special dining hall may function roughly once in a month as per the requirement of department. Approximate area of canteen & dining halls is 2500 Sqm (Approx). Main Dining Hall is having 59 dining tables (Approx) of 8 seater capacity along with stool/Chair and 32 dining tables (Approx) of 6 seater capacity along with stool/Chair. Special Dining Hall is having 12 dining tables (Approx) of 6 seater capacity along with stool/Chairs which has to be cleaned once in a 15 days. Cooking activities are carried out for preparation of Tea, coffee, Milk, Dosa & Meals. Light carrying Vehicle/Tempo/Trolley is available to bring Tea Cans to shop Floors. Minimum of Two service counters are functioning for Breakfast, Lunch, Snacks & Dinner. Special dining hall is functioning with one counter. Light carrying Vehicle/Trolley/Tempo is available for transportation of Tea, coffee, Milk, Cooked foods & Raw materials.

### **SCOPE OF WORK**

Main responsibility of the cleaning contract is to ensure uninterrupted service, cleanliness and hygiene at all time at Canteen areas. Contractor has to depute one supervisory personnel to coordinate all the works during the canteen working time. Work dairy to be maintained by the supervisor.

1. All the plates, Cups, Vattas & Tea Cans should be cleaned and Kept in assigned Places well in advance (Minimum Half an hour) before start of every Services.
2. All the dining Tables should be arranged properly and Water Jugs & Tumblers should be kept on each dining tables well in advance (Minimum Half an hour) before start of every Services.
3. Tea/coffee/Milk Cans should be cleaned properly within Half an hour of every Tea/Coffee/Milk Services.
4. Canteen Areas & dining Halls (including dining Tables & Stools/Chairs) must be cleaned by using mob & cleaning agent within Two Hours from the completion of every services.
5. Counter setting (Bringing the cooked food stuffs to serving areas and filling up at assigned vessels/serving utensils) and refilling of cooked food to ensure the availability of cooked food for serving.
6. Serving utensils & Serving Vessels (all types) must be cleaned within Two Hours from the completion of Services.
7. Cooking equipment, Cooking utensils, Storing/Preparation vessels & other vessels must be cleaned within Half an hour after completion cooking (i.e, before start of the Canteen Services). This is very important to start cooking for next services.
8. All tea points should be attended with Tea/Coffee/Milk cans well in Time to ensure the smooth Tea/Coffee/Milk Services.
9. Water to be served to all canteen users for all services. Periodic Water refilling to be done during service time to ensure the availability of water at all dining tables. All Water Jugs to be cleaned by using soap oil/water after every services.
10. All Dining tables to be cleaned immediately after usage by canteen users in all services.
11. Soiled plates, Cups, Tumblers, Vattas etc (as applicable to each services) to be collected from canteen users and to be moved to Cleaning room and to be cleaned in cleaning room by using Soap oil & water in all services.
12. All the waste from soiled plates to be stored in waste bin and to be moved to assigned places.
13. Cleaning of Vegetables cutting machine after completion of vegetable cutting for each services.
14. Cleaning of wet grinding machines.
15. Packing of coconut shells & Empty oil cans and movement to storing area at Disposal store / 58 Canteen.
16. Cob removal to be carried out once in a week in Canteen including dining hall.
17. Surrounding area cleaning in alternative days.

Date :  
Place:

Signature of the Bidder with seal  
(Authorized Signatory)

**TENDER NO. WCM / 22-23 / 9472200043E, dt. 24.05.2022**

18. Spring cleaning of Canteen areas, dining halls, Ducts & Exhaust fans in the Kitchen area, all the vessels, Cooking utensils, plates, Tumblers, Vattas, cups & other vessels/utensils if any to be done once in a week.
19. Vegetables cutting if required.
20. Bringing Raw materials from centralised Stores to sub store of Canteen.
  
21. Bringing Cooked foods from 58 Canteen for all the services dinner and returning to the concerned canteen after cleaning.
22. Helping for distribution of Raw materials from centralised store to all the sub stores of Canteen.
23. Any other activities assigned by Canteen authority related to canteen from time to time.

**FOR 24 CANTEEN**

**Timing of the Canteen Services for Normal Working Days**

Morning Tea & Coffee to shop floors – 09:40 Hrs to 10:00 Hrs (No. of Tea points – 7)

Lunch Service – 13:00 Hrs to 13:30 Hrs

Afternoon Tea to shop floors– 15:30 Hrs to 15:40 Hrs (No. of Tea points – 7)

Approximate consumer per day details and consumption details are given below

|       |
|-------|
| Lunch |
| 120   |

Approximately 1 Meals Plate & 3 Cups will be used per consumer for Lunch.

**BRIEF DESCRIPTION**

24 Canteen is having Two Dining Halls Namely Main dining hall & Special dining Hall and Main Kitchen area. Special dining hall may function roughly once in a month as per the requirement of department and special dining hall to be cleaned once in a 15 days. Approximate area of canteen & dining halls is 1500 Sqm (Approx). Main Dining Hall is having 138 dining tables (Approx) of 3 seater capacity along with stool/Chair and Special dining hall is having 44 dining tables (Approx) of 3 seater capacity. Cooking activities are carried out for all Tea/Coffee services. Light carrying Vehicle/Trolley is available to bring Tea Cans to shop Floors. One service counter is functioning for Lunch. Light carrying Vehicle/Trolley/Tempo is available for transportation of Tea, coffee, Milk, Cooked foods & Raw materials.

**SCOPE OF WORK**

Main responsibility of the cleaning contract is to ensure uninterrupted service, cleanliness and hygiene at all time at Canteen areas. Contractor has to depute one supervisory personnel to coordinate all the works during the canteen working time. Work dairy to be maintained by the supervisor

1. All the plates, Cups, Vattas & Tea Cans should be cleaned and Kept in assigned Places well in advance (Minimum Half an hour) before start of every Services.
2. All the dining Tables should be arranged properly and Water Jugs & Tumblers should be kept on each dining tables well in advance (Minimum Half an hour) before start of every Services.
3. Tea/coffee/Milk Cans should be cleaned properly within Half an hour of every Tea/Coffee/Milk Services.
4. Canteen Areas & dining Halls (including dining Tables & Stools/Chairs) must be cleaned by using mob & cleaning agent within Two Hours from the completion of every services.
  
5. Counter setting (Bringing the cooked food stuffs to serving areas and filling up at assigned vessels/serving utensils) and refilling of cooked food to ensure the availability of cooked food for serving.
6. Serving utensils & Serving Vessels (all types) must be cleaned within Two Hours from the completion of Services.

Date :  
Place:

Signature of the Bidder with seal  
(Authorized Signatory)

**TENDER NO. WCM / 22-23 / 9472200043E, dt. 24.05.2022**

7. Cooking equipment, Cooking utensils, Storing/Preparation vessels & other vessels must be cleaned within Half an hour after completion cooking (i.e, before start of the Canteen Services). This is very important to start cooking for next services.
8. All tea points should be attended with Tea/Coffee/Milk cans well in Time to ensure the smooth Tea/Coffee/Milk Services.
9. Water to be served to all canteen users for all services. All Water Jugs to be cleaned by using soap oil/water after every services.
10. All Dining tables to be cleaned immediately after usage by canteen users in all services.
11. Soiled plates, Cups, Tumblers, Vattas etc (as applicable to each services) to be collected from canteen users and to be moved to Cleaning room and to be cleaned in cleaning room by using Soap oil & water in all services.
12. All the waste from soiled plates to be stored in waste bin and to be moved to assigned places.
13. Distribution of Coffee & Tea to various departments at 24 Canteen (Morning - 09:30 Hrs to 09:40 Hrs & Afternoon – 03:30 Hrs to 03:40 Hrs)
14. Helping for preparation of Vada/Bonda/Chappathi, etc for all Services.
15. Packing of coconut shells & Empty oil cans and movement to storing area at Disposal store / 58 Canteen.
16. Cob removal to be carried out once in a week in Canteen including dining hall.
17. Cleaning of Pillars & inside wall once in a week.
18. Operating the Organic waste convertor machine once in a week for 3 Hrs.
19. Cleaning of wet grinding machine after the grinding of dough, chutney & etc (4 Machines).
20. Surrounding area cleaning in alternative days.
21. Periodic Water refilling to be done during service time to ensure the availability of water at all dining tables.
22. Spring cleaning of Canteen areas, dining halls, Ducts & Exhaust fans in the Kitchen area, all the vessels, Cooking utensils, plates, Tumblers, Vattas, cups & other vessels/utensils if any.
23. Vegetables cutting if required.
24. Bringing Raw materials from centralised Stores to sub store of Canteen.
25. Any other activities assigned by Canteen authority related to canteen from time to time.

**FOR HRDC CANTEEN**

**Timing of the Canteen Services for Normal Working Days**

Morning Tea & Coffee to shop floors – 09:40 Hrs to 10:00 Hrs (No. of Tea points - 4)

Lunch Service – 13:00 Hrs to 13:30 Hrs

Afternoon Tea Service to shop floors – 15:30 Hrs to 15:40 Hrs (No. of Tea points – 4)

Approximate consumer per day details and consumption details are given below

| Dining Hall | Lunch |
|-------------|-------|
| HRDC        | 50    |

Approximately 1 Meals Plate and 1 Vatta will be used per consumer for Breakfast.

Approximately 1 Meals Plate & 3 Cups will be used per consumer for Lunch.

**BRIEF DESCRIPTION**

HRDC dining hall is having Three dining Halls and namely Employee dining hall, apprentice dining hall and special dining hall and one Kitchen. Area of Canteen & dining halls (inclusive of all dining halls) is 300 Sqm (Approx). Employee Dining Hall is having 24 dining tables (Approx) of 3 seater capacity along with stool/Chair, Apprentice dining hall is having 48 dining tables (Approx) of 3 seater capacity along with stool/chair and special dining hall is having 20 dining tables (Approx) of 3 seater capacity along with stool/chair. One service counter is functioning for Lunch. Special dining hall may function incase of any special program is organised by HRDC. Light carrying Vehicle/Trolley/Tempo is available for transportation of Tea, coffee, Milk & Cooked foods.

Date :  
Place:

Signature of the Bidder with seal  
(Authorized Signatory)

**SCOPE OF WORK**

Main responsibility of the cleaning contract is to ensure uninterrupted service, cleanliness and hygiene at all time at Canteen areas.

1. All the plates, Cups, Vattas & Tea Cans should be cleaned and Kept in assigned Places well in advance (Minimum Half an hour) before start of every Services.
2. All the dining Tables should be arranged properly and Water Jugs & Tumblers should be kept on each dining tables well in advance (Minimum Half an hour) before start of every Services.
3. Tea/coffee/Milk Cans should be cleaned properly within Half an hour of every Tea/Coffee/Milk Services.
4. Canteen Areas & dining Halls (including dining Tables & Stools/Chairs) must be cleaned by using mob & cleaning agent within Two Hours from the completion of every services.
5. Counter setting (Bringing the cooked food stuffs to serving areas and filling up at assigned vessels/serving utensils) and refilling of cooked food to ensure the availability of cooked food for serving.
6. Cooking equipment, Cooking utensils, Storing/Preparation vessels & other vessels must be cleaned within Half an hour after completion cooking (i.e, before start of the Canteen Services). This is very important to start cooking for next services.
7. Serving utensils & Serving Vessels (all types) must be cleaned within Two Hours from the completion of Services.
8. All tea points should be attended with Tea/Coffee/Milk cans well in Time to ensure the smooth Tea/Coffee/Milk Services.
9. Water to be served to all canteen users for all services. All Water Jugs to be cleaned by using soap oil/water after every services.
10. Counter setting and Serving of special lunch/Breakfast/Dinner to customers/Employees/etc
11. All Dining tables to be cleaned immediately after usage by canteen users in all services.
12. Soiled plates, Cups, Tumblers, Vattas etc (as applicable to each services) to be collected from canteen users and to be moved to Cleaning room and to be cleaned in cleaning room by using Soap oil & water in all services.
13. All the waste from soiled plates to be stored in waste bin and to be moved to assigned places.
14. Cob removal to be carried out once in a week in Canteen including dining hall.
15. Surrounding area cleaning in alternative days.
16. Periodic Water refilling to be done during service time to ensure the availability of water at all dining tables.
17. Helping for bringing Cooked foods from 58 Canteen for Lunch and returning the vessels after cleaning/Washing.
18. Any other activities assigned by Canteen authority related to canteen from time to time.

**FOR MEDICAL DINING HALL**

**Timing of the Canteen Services for Normal Working Days, Sundays & Holidays**

Breakfast – 06:50 Hrs to 08:00 Hrs

Lunch – 12:00 Hrs to 13:00 Hrs

Dinner – 19:30 Hrs to 20:30 Hrs

Approximate consumer details and consumption details are given below

| Breakfast                                   | Lunch | Dinner |
|---|-------|--------|
| For Normal Working Days, Sundays & Holidays |       |        |
| 50  | 50    | 20     |

Approximately 1 Meals Plate and 1 Vatta will be used per consumer for Breakfast.

Approximately 1 Meals Plate & 3 Cups will be used per consumer for Lunch.

Approximately 1 Meals Plate, 3 Cups & 1 vatta will be used per consumer for Dinner.

Date :  
Place:

Signature of the Bidder with seal  
(Authorized Signatory)

**BRIEF DESCRIPTION**

Medical dining hall is having one dining Hall and area of dining hall is 300 Sqm (Approx). Dining Hall is having 10 dining tables (Approx) of 6 seater capacity along with stool/Chair. One service counter is functioning for Breakfast, Lunch and dinner. Light carrying Vehicle/Trolley/Tempo is available for transportation of Tea, coffee, Milk & Cooked foods.

**SCOPE OF WORK**

Main responsibility of the cleaning contract is to ensure uninterrupted service, cleanliness and hygiene at all time at Canteen areas.

1. All the plates, Cups, Vattas & Tea Cans should be cleaned and Kept in assigned Places well in advance (Minimum Half an hour) before start of every Services.
2. All the dining Tables should be arranged properly and Water Jugs & Tumblers should be kept on each dining tables well in advance (Minimum Half an hour) before start of every Services.
3. Tea/coffee/Milk Cans should be cleaned properly within Half an hour of every Tea/Coffee/Milk Services.
4. Canteen Areas & dining Halls (including dining Tables & Stools/Chairs) must be cleaned by using mob & cleaning agent within Two Hours from the completion of every services.
5. Counter setting (Bringing the cooked food stuffs to serving areas and filling up at assigned vessels/serving utensils) and refilling of cooked food to ensure the availability of cooked food for serving.
6. Serving utensils & Serving Vessels (all types) must be cleaned within Two Hours from the completion of Services.
7. All tea points should be attended with Tea/Coffee/Milk cans well in Time to ensure the smooth Tea/Coffee/Milk Services.
8. Water to be served to all canteen users for all services. All Water Jugs to be cleaned by using soap oil/water after every services.
9. All Dining tables to be cleaned immediately after usage by canteen users in all services.
10. Soiled plates, Cups, Tumblers, Vattas etc (as applicable to each services) to be collected from canteen users and to be moved to Cleaning room and to be cleaned in cleaning room by using Soap oil & water in all services.
11. All the waste from soiled plates to be stored in waste bin and to be moved to assigned places.
12. Cob removal to be carried out once in a week in Canteen including dining hall.
13. Surrounding area cleaning in alternative days.
14. Periodic Water refilling to be done during service time to ensure the availability of water at all dining tables.
15. Helping for bringing Cooked foods from 58 canteen for all the services and returning to the concerned canteen after cleaning.
16. Any other activities assigned by Canteen authority related to canteen from time to time.

**FOR WRI DINING HALL**

**Timing of the Canteen Services for Normal Working Days**

Morning Tea & Coffee service to shop floors – 09:40 Hrs to 10:00 Hrs (No. of Tea points – 2)

Lunch Service – 13:00 Hrs to 13:30 Hrs

Afternoon Tea service to shop floor – 15:30 Hrs to 15:40 Hrs (No. of Tea points – 2)

Approximate consumer per day details and consumption details are given below

| Dining Hall | Lunch |
|-------------|-------|
| WRI         | 30    |

Approximately 1 Meals Plate & 3 Cups will be used per consumer for Lunch.

Date :  
Place:

Signature of the Bidder with seal  
(Authorized Signatory)



**BRIEF DESCRIPTION**

WRI dining hall is having one dining Hall and area of dining hall is 180 Sqm (Approx). Dining Hall is having 30 dining tables (Approx) of 3 seater capacity along with stool/Chair. No cooking activity will be carried out WRI dining Hall. One service counter is functioning for Lunch. Light carrying Vehicle/Trolley/Tempo is available for transportation of Tea, coffee, Milk & Cooked foods.

**SCOPE OF WORK**

Main responsibility of the cleaning contract is to ensure uninterrupted service, cleanliness and hygiene at all time at Canteen areas.

1. All the plates, Cups, Vattas & Tea Cans should be cleaned and Kept in assigned Places well in advance (Minimum Half an hour) before start of every Services.
2. All the dining Tables should be arranged properly and Water Jugs & Tumblers should be kept on each dining tables well in advance (Minimum Half an hour) before start of every Services.
3. Tea/coffee/Milk Cans should be cleaned properly within Half an hour of every Tea/Coffee/Milk Services.
4. Canteen Areas & dining Halls (including dining Tables & Stools/Chairs) must be cleaned by using mob & cleaning agent within Two Hours from the completion of every services.
5. Counter setting (Bringing the cooked food stuffs to serving areas and filling up at assigned vessels/serving utensils) and refilling of cooked food to ensure the availability of cooked food for serving.
6. Serving utensils & Serving Vessels (all types) must be cleaned within Two Hours from the completion of Services.
7. All tea points should be attended with Tea/Coffee/Milk cans well in Time to ensure the smooth Tea/Coffee/Milk Services.
8. Water to be served to all canteen users for all services. All Water Jugs to be cleaned by using soap oil/water after every services.
9. All Dining tables to be cleaned immediately after usage by canteen users in all services.
10. Soiled plates, Cups, Tumblers, Vattas etc (as applicable to each services) to be collected from canteen users and to be moved to Cleaning room and to be cleaned in cleaning room by using Soap oil & water in all services.
11. All the waste from soiled plates to be stored in waste bin and to be moved to assigned places.
12. Cob removal to be carried out once in a week in Canteen including dining hall.
13. Surrounding area cleaning in alternative days.
14. Periodic Water refilling to be done during service time to ensure the availability of water at all dining tables.
15. Bringing Cooked foods from 58 canteen for all the services dinner and returning to the concerned canteen after cleaning.
16. Any other activities assigned by Canteen authority related to canteen from time to time.

**FOR RPS DINING HALL**

**Timing of the Canteen Services for Normal Working Days**

Morning Tea & Coffee to shop floors – 09:40 Hrs to 10:00 Hrs (No. of Tea points – 3)

Lunch Service – 12:00 Hrs to 12:30 Hrs

Afternoon Tea service to shop floors – 15:30 Hrs to 15:40 Hrs (No. of Tea points – 3)

Approximate consumer per day details and consumption details are given below

| Dining Hall | Lunch |
|-------------|-------|
| RPS         | 30    |

Approximately 1 Meals Plate & 3 Cups will be used per consumer for Lunch.

Date :  
Place:

Signature of the Bidder with seal  
(Authorized Signatory)

**BRIEF DESCRIPTION**

RPS dining hall is having one dining Hall and area of dining hall is 180 Sqm (Approx). Dining Hall is having 30 dining tables (Approx) of 3 seater capacity along with stool/Chair. No cooking activity will be carried out WRI dining Hall. One service counter is functioning for Lunch. Light carrying Vehicle/Trolley/Tempo is available for transportation of Tea, coffee, Milk & Cooked foods.

**SCOPE OF WORK**

Main responsibility of the cleaning contract is to ensure uninterrupted service, cleanliness and hygiene at all time at Canteen areas.

1. All the plates, Cups, Vattas & Tea Cans should be cleaned and Kept in assigned Places well in advance (Minimum Half an hour) before start of every Services.
2. All the dining Tables should be arranged properly and Water Jugs & Tumblers should be kept on each dining tables well in advance (Minimum Half an hour) before start of every Services.
3. Tea/coffee/Milk Cans should be cleaned properly within Half an hour of every Tea/Coffee/Milk Services.
4. Canteen Areas & dining Halls (including dining Tables & Stools/Chairs) must be cleaned by using mob & cleaning agent within Two Hours from the completion of every services.
5. Counter setting (Bringing the cooked food stuffs to serving areas and filling up at assigned vessels/serving utensils) and refilling of cooked food to ensure the availability of cooked food for serving.
6. Serving utensils & Serving Vessels (all types) must be cleaned within Two Hours from the completion of Services.
7. All tea points should be attended with Tea/Coffee/Milk cans well in Time to ensure the smooth Tea/Coffee/Milk Services.
8. Water to be served to all canteen users for all services. All Water Jugs to be cleaned by using soap oil/water after every services.
9. All Dining tables to be cleaned immediately after usage by canteen users in all services.
10. Soiled plates, Cups, Tumblers, Vattas etc (as applicable to each services) to be collected from canteen users and to be moved to Cleaning room and to be cleaned in cleaning room by using Soap oil & water in all services.
11. All the waste from soiled plates to be stored in waste bin and to be moved to assigned places.
12. Cob removal to be carried out once in a week in Canteen including dining hall.
13. Surrounding area cleaning in alternative days.
14. Periodic Water refilling to be done during service time to ensure the availability of water at all dining tables.
15. Helping for bringing Cooked foods from 58 canteen for all the services dinner and returning to the concerned canteen after cleaning.
16. Any other activities assigned by Canteen authority related to canteen from time to time.

**FOR CIVIL DINING HALL**

**Timing of the Canteen Services for Normal Working Days**

Morning Tea & Coffee to shop floors – 09:40 Hrs to 10:00 Hrs (No. of Tea points – 2)

Lunch Service – 12:00 Hrs to 12:30 Hrs

Afternoon Tea service to shop floors – 15:30 Hrs to 15:40 Hrs (No. of Tea points – 2)

Approximate consumer per day details and consumption details are given below

| Dining Hall | Lunch |
|-------------|-------|
| Civil       | 50    |

Approximately 1 Meals Plate & 3 Cups will be used per consumer for Lunch.

Date :  
Place:

Signature of the Bidder with seal  
(Authorized Signatory)

**BRIEF DESCRIPTION**

Civil dining hall is having one dining Hall and area of dining hall is 200 Sqm (Approx). Dining Hall is having 20 dining tables (Approx) of 3 seater capacity along with stool/Chair. No cooking activity will be carried out WRI dining Hall. One service counter is functioning for Lunch. Light carrying Vehicle/Trolley/Tempo is available for transportation of Tea, coffee, Milk & Cooked foods.

**SCOPE OF WORK**

Main responsibility of the cleaning contract is to ensure uninterrupted service, cleanliness and hygiene at all time at Canteen areas.

1. All the plates, Cups, Vattas & Tea Cans should be cleaned and Kept in assigned Places well in advance (Minimum Half an hour) before start of every Services.
2. All the dining Tables should be arranged properly and Water Jugs & Tumblers should be kept on each dining tables well in advance (Minimum Half an hour) before start of every Services.
3. Tea/coffee/Milk Cans should be cleaned properly within Half an hour of every Tea/Coffee/Milk Services.
4. Canteen Areas & dining Halls (including dining Tables & Stools/Chairs) must be cleaned by using mob & cleaning agent within Two Hours from the completion of every services.
5. Counter setting (Bringing the cooked food stuffs to serving areas and filling up at assigned vessels/serving utensils) and refilling of cooked food to ensure the availability of cooked food for serving.
6. Serving utensils & Serving Vessels (all types) must be cleaned within Two Hours from the completion of Services.
7. All tea points should be attended with Tea/Coffee/Milk cans well in Time to ensure the smooth Tea/Coffee/Milk Services.
8. Water to be served to all canteen users for all services. All Water Jugs to be cleaned by using soap oil/water after every services.
9. All Dining tables to be cleaned immediately after usage by canteen users in all services.
10. Soiled plates, Cups, Tumblers, Vattas etc (as applicable to each services) to be collected from canteen users and to be moved to Cleaning room and to be cleaned in cleaning room by using Soap oil & water in all services.
11. All the waste from soiled plates to be stored in waste bin and to be moved to assigned places.
12. Cob removal to be carried out once in a week in Canteen including dining hall.
13. Surrounding area cleaning in alternative days.
14. Periodic Water refilling to be done during service time to ensure the availability of water at all dining tables.
15. Helping for bringing Cooked foods from 58 canteen for all the services dinner and returning to the concerned canteen after cleaning.
16. Any other activities assigned by Canteen authority related to canteen from time to time.

**FOR UNIT-II CANTEEN**

**Timing of the Canteen Services for Normal Working Days**

Breakfast service – 06:50 Hrs to 08:00 Hrs

Morning Tea & Coffee to shop floors – 09:40 Hrs to 09:50 Hrs (No.of Tea points – 12)

Lunch Service – 11:30 Hrs to 12:30 Hrs

Afternoon Tea Service to shop floors – 15:30 Hrs to 15:40 Hrs (No.of Tea points – 12)

Evening snacks service – 17:30 Hrs to 17:45 Hrs

Dinner Service – 19:30 Hrs to 20:30 Hrs

Mid Night Tea service – 02:15 Hrs to 02:30 Hrs (No.of Tea points – 10)

Midnight Tiffin – 02:00 Hrs to 02:30 Hrs

Date :  
Place:

Signature of the Bidder with seal  
(Authorized Signatory)

**Timing of the Canteen Services for Sundays & Holidays**

Breakfast – 06:50 Hrs to 07:40 Hrs  
Morning Tea/Coffee – 09:50 Hrs to 10:10 Hrs (No.of Tea points – 6)  
Lunch – 11:30 Hrs to 12:30 Hrs  
Afternoon Tea – 15:30 Hrs to 15:40 Hrs (No.of Tea points – 6)  
Dinner – 19:30 Hrs to 20:30 Hrs  
Midnight Tiffin – 02:00 Hrs to 02:30 Hrs

Approximate consumer details per day and consumption details are given below

| Breakfast                     | Lunch | Evening snacks | Dinner | Midnight Tiffin |
|-------------------------------|-------|----------------|--------|-----------------|
| For Normal Working Days       |       |                |        |                 |
| 300                           | 300   | 150            | 175    | 30              |
| For Normal Sundays & Holidays |       |                |        |                 |
| 250                           | 200   | Nil            | 100    | 20              |

Approximately 1 Meals Plate and 1 Vatta will be used per consumer for Breakfast.  
Approximately 1 Meals Plate & 3 Cups will be used per consumer for Lunch.  
Approximately 1 Snacks Plate and 1 Vatta will be used per consumer for Evening Snacks.  
Approximately 1 Meals Plate, 3 Cups & 1 vatta will be used per consumer for Dinner.

**BRIEF DESCRIPTION**

Unit-II Canteen is having One dining Hall and Kitchen area. Approximate area of canteen & dining hall is 1150 Sqm (Approx). Dining Hall is having 84 dining tables (Approx) of 6 seater capacity & 46 dining tables of 8 seater capacity along with stool/Chair. Cooking activities are carried out for preparation of Tea, coffee, Milk, Dosa, Meals & Chutney. Light carrying Vehicle/Trolley is available to bring Tea Cans to shop Floors. Minimum of Two service counters are functioning for Breakfast, Snacks & Dinner and 3 service counters are functioning for Lunch. Light carrying Vehicle/Trolley/Tempo is available for transportation of Tea, coffee, Milk, Cooked foods & Raw materials.

**SCOPE OF WORK**

Main responsibility of the cleaning contract is to ensure uninterrupted service, cleanliness and hygiene at all time at Canteen areas. Contractor has to depute one supervisory personnel to coordinate all the works during the canteen working time. Work dairy to be maintained by the supervisor.

1. All the plates, Cups, Vattas & Tea Cans should be cleaned and Kept in assigned Places well in advance (Minimum Half an hour) before start of every Services.
2. All the dining Tables should be arranged properly and Water Jugs & Tumblers should be kept on each dining tables well in advance (Minimum Half an hour) before start of every Services.
3. Tea/coffee/Milk Cans should be cleaned properly within Half an hour of every Tea/Coffee/Milk Services.
4. Canteen Areas & dining Halls (including dining Tables & Stools/Chairs) must be cleaned by using mob & cleaning agent within Two Hours from the completion of every services.
5. Counter setting (Bringing the cooked food stuffs to serving areas and filling up at assigned vessels/serving utensils) and refilling of cooked food to ensure the availability of cooked food for serving.
6. Serving utensils & Serving Vessels (all types) must be cleaned within Two Hours from the completion of Services.
7. Cooking equipment, Cooking utensils, Storing/Preparation vessels & other vessels must be cleaned within Half an hour after completion cooking (i.e, before start of the Canteen Services). This is very important to start cooking for next services.
8. All tea points should be attended with Tea/Coffee/Milk cans well in Time to ensure the smooth Tea/Coffee/Milk Services.

Date :  
Place:

Signature of the Bidder with seal  
(Authorized Signatory)

9. Water to be served to all canteen users for all services. All Water Jugs to be cleaned by using soap oil/water after every services.
10. All Dining tables to be cleaned immediately after usage by canteen users in all services.
11. Soiled plates, Cups, Tumblers, Vattas etc (as applicable to each services) to be collected from canteen users and to be moved to Cleaning room and to be cleaned in cleaning room by using Soap oil & water in all services.
12. All the waste from soiled plates to be stored in waste bin and to be moved to assigned places.
13. Helping for preparation of Vada/Bonda/Chappathi, etc for all Services.
14. Cleaning of Vegetables cutting machine after completion of vegetable cutting for each services.
15. Cleaning of wet grinding machines.
16. Packing of coconut shells & Empty oil cans and movement to storing area at Disposal store / 58 Canteen.
17. Cleaning of wet grinding machine after the grinding of dough, chutney & etc (4 Machines).
18. Cob removal to be carried out once in a week in Canteen including dining hall.
19. Surrounding area cleaning in alternative days.
20. Periodic Water refilling to be done during service time to ensure the availability of water at all dining tables.
21. Spring cleaning of Canteen areas, dining halls, Ducts & Exhaust fans in the Kitchen area, all the vessels, Cooking utensils, plates, Tumblers, Vattas, cups & other vessels/utensils if any.
22. Vegetables cutting if required.
23. Helping for bringing Cooked foods from 24 Canteen / 58 Canteen for all the services dinner and returning to the concerned canteen after cleaning.
24. Bringing Raw materials from centralised Stores to sub store of Canteen.
25. Any other activities assigned by Canteen authority related to canteen from time to time.

### **3. ADMINISTRATIVE INSTRUCTION**

- 3.1 The contractor has to engage competent and physically fit employees (tentatively 8 persons (of whom 1 person will be supervisory personnel) for 24 canteen, 18 persons (of whom 2 person will be supervisory personnel) for Unit – II/11 canteen, 1 person for each dining hall in WRI, Civil & RPS, 2 person for each dining hall in HRDC & Medical, 22 persons for 19 canteen (of whom 2 persons will be supervisory personnel), 28 persons for 58 canteen (of whom 2 persons will be supervisory personnel) and 09 persons for 18/SSTP canteen which is indicative of the quantum of job). For the estimation purpose of vendors, the tentative mandays required at each canteen per year are furnished below: -

|                          |  |
|--------------------------|--|
| For 24 Canteen           | 2191 unskilled man days and 313 Supervisory man days |
| For Unit II / 11 Canteen | 5840 unskilled man days and 730 Supervisory man days |
| For WRI dining hall      | 313 unskilled man days                               |
| For HRDC dining hall     | 626 unskilled man days                               |
| For Civil dining hall    | 313 unskilled man days                               |
| For Medical dining hall  | 730 unskilled man days                               |
| For RPS dining hall      | 313 unskilled man days                               |
| For 19 canteen           | 6260 unskilled man days and 626 Supervisory man days |
| For 58 Canteen           | 9490 unskilled man days and 730 Supervisory man days |
| For 18 Canteen           | 3285 unskilled man days                              |

- 3.2 **Employees of the Contractor must be above the age of 18 years and should not have crossed 60 years.** The contract workmen shall wear an acceptable uniform & 1 no. of sandak chappals (to be worn in the Kitchen) & 1 no. of Hawaii chappals (to be worn while using the rest room) provided by the Contractor to carry out the works contract of cleaning, washing, and other services of BHEL Canteens, and supervision thereof. The contractor has to ensure that a minimum of 2 sets of uniform is provided to workmen every year. The uniforms should be provided as follows: -

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| WORKERS  | SUPERVISORS  |
|--|--|
| PLAIN MAROON PANT AND MAROON TSHIRT, YELLOW CAP,<br>1 pair of SANDAK CHAPPAL &<br>1 pair of HAWAI CHAPPALS,<br>hand gloves | CHECKED SHIRT MAROON & SANDAL YELLOW CAP,<br>1 pair of SANDAK CHAPPAL &<br>1 pair of HAWAI CHAPPALS, hand gloves |

- 3.3 Expenses on account of payment of salary / wages / provision of food for the Contractor's employees / Uniform / Personal Protective Equipment, and other benefits including statutory payments like PF, ESI, Holiday wages, Gratuity, Bonus, etc., to the employees engaged by the Contractor shall be borne by the Contractor. An amount at the prevailing rate fixed by BHEL per person per day is payable as charges towards the food availed by the contract workmen. The contractor shall have full control over his employees including the right to appoint, determine service conditions, discipline, discharge, dismissal etc.
- 3.4 Work force shall be supplied as per BHEL requirement. Tentative manpower may vary from day to day, however average manpower of the month will not exceed the tentative manpower. BHEL may reduce / increase the work force at any time with prior intimation to the contractor due to menu reduction and other factors. In such cases, actual no.of workforce will be determined based on the scope of operations.
- 3.5 Actual expenditure incurred by the contractor on account of wage, ESI & PF contribution to their workers along with service charge quoted in the tender enquiry or PO rate, whichever less will be paid to the contractor.
- 3.6 Contractor should ensure that his employees follow all rules and regulations related to safety and security.
- 3.7 He should issue cleaning towels for his workmen for the purpose of table cleaning.
- 3.8 Daily cleaning status report to be maintained both by the Canteen Head as well as by the Contractor for recording the daily Cleaning status and to note down the deficiency in service, if any. The respective canteen Heads based on the above records only will certify the monthly bill of the contractor for payment.
- 3.9 Canteen being an essential service, contractor to ensure that the required number of workmen are deployed regularly for meeting the scope of work. 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.
- 3.10 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.
- 3.11 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.
- 3.12 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.
- 3.13 The payment will be made to the contractor on the basis of the bills submitted by him which has to be duly certified by Canteen Shift I/C or Supervisor & Canteen Manager.

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- 3.14 Payment will be made to the Contractor on monthly basis against the submission of the following documents:
- a) Invoice: : Original + 2 photo copies
  - b) Attendance Register : 2 photo copies
  - c) Wage register : 2 photo copies
  - d) Bank statement : 2 photo copies
  - e) ESI Challan : 2 photo copies
  - f) PF statement : 2 photo copies.
- 3.15 The daily work hours, interval for rest, Weekly holiday and Compensatory off shall be as per Factories Act 1948.
- 3.16 There shall not be any Over Time booking for the contract men.
- 3.17 The contractor shall abide by the following rules and regulations.
- a) The minimum wages Act 1948 and the related rules
  - b) The payment of wages Act 1936 and the related rules.
  - c) The Factories Act 1948 and related Tamil Nadu Rules.
  - d) The Employees' Provident Fund & Miscellaneous provisions Act 1952.
  - e) The Employees State Insurance Act 1948.
  - f) Workmen Compensation Act 1923
  - g) Payment of Bonus Act 1965
  - h) Maternity Benefit Act, 1961
  - i) Payment of Gratuity Act, 1972
  - j) Inter-State Migrant Workmen (Regulation of Employment & Conditions of Service) Act, 1979
  - k) Equal Remuneration Act, 1976
  - l) Industrial Employment (Standing Order) Act, 1960 (In case of engaging 100 or more personnel) 13. The Industrial Disputes Act 1947
  - m) and any other law, or modifications to the above or to the rules made there under from time to time

#### **4. LIQUIDATED DAMAGES (LD)/PENALTY:**

If the tenderer fails to provide services within the initial mobilization period (5 days) fixed in the tender and indicated in Work Order or at any time repudiates the contract then BHEL, without prejudice to any other right or remedy available to it under the contract, may at its discretion shall have right to

- 4.1 Recover from the contractor, liquidated damages and not by way of penalty, a sum of 1% (one percentage) of total value of the contract (excluding taxes) per day of delay in mobilization, subject to a maximum of 5 days. In such a case, BHEL may also terminate the contract and forfeit security deposit if delay extends beyond 5 days.
- 4.2 Recover from the contractor, liquidated damages and not by way of penalty an amount of Rs.1000 per day in the event of any delay in making the payment of any wages or dues to the all contractual workers by the tenderer i.e. after 07th of subsequent month.
- 4.3 Recover from the contractor, liquidated damages and not by way of penalty a sum of 0.1% of total contract value (excluding taxes) per day for each such default, if the tenderer fails to carry out the activities on Time mentioned in the contract on any day during the contract period.
- 4.4 The total of these recoveries under previously mentioned clauses shall be limited to maximum 10% of the contract value.
- 4.5 In case of any change of order value, LD shall be subject to a maximum of 10% of the revised order value.

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**5. REGISTRATION WITH STATUTORY BODIES**

- 5.1 If Company/ Firm/ Agency/ Vendor is not registered with PF, ESI and Labour License (as applicable), they will have to comply with the statutory requirements within 30 days from award of contract, otherwise their bills will not be processed.
- 5.2 If Company / Firm is not having valid labour License, they have to get registered immediately after award of contract, in case they are engaging more than 20 workers, and submit the same within 30 days from award of work failing to do so contract will be cancelled and BHEL will entrust the work to any other contractor at the risk and cost of the contract, and the contractor shall be liable to pay the extra expenditure.
- 5.3 The contractor shall have separate PF and ESI code, BHEL will not allow the contractor to remit the PF and ESI of his employees through codes of others.
- 5.4 Apart from furnishing the above details, self-attested copies of relevant documents/ certificates must be enclosed with the Technical Bid. If at any stage, the document(s) submitted by Contractor is/are found incorrect/false, the necessary action will be taken by BHEL against contractor.
- 5.5 BHEL may reject the bid or in case the contract has been awarded, then terminate the contract apart from taking any other suitable action under the contract or applicable legal provisions or BHEL guidelines including Guidelines for suspension of Business Dealings, without any liability for any compensation to the bidder if, BHEL discovers at any time that any statement made by the bidder in the affidavit cum undertaking is false, fraudulent (or) Any document submitted by the bidder was fake and forged (or) If BHEL determines in the sole discretion that any statement was aimed at deliberately misleading BHEL with a view to ensure award of the subject contract to the bidder.

**6. GOODS AND SERVICES TAX (GST)**

- 6.1 GST will be charged on the EMD / SD amount forfeited from the bidder at the applicable rates. GST tax Invoice will be issued to the vendor on receipt/recovery of GST amount from the vendor.
- 6.2 At the time of bill passing, the contractor shall submit the copy of the remitted GST challan of previous month / Quarter as proof of GST remitted to tax authorities and also a Certificate Stating that "GST Collected from BHEL has been remitted to tax authorities".
- 6.3 For services / supplies after implementation of New GST Return System i.e. from 01/10/2019, the following conditions will apply and contractor shall fully comply to the below points.
- 6.4 Response to Tenders for Indigenous contractor will be entertained only if the vendor has a valid GST registration No (GSTIN) which should be clearly mentioned in the offer. If the dealer is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer. Dealers under composition scheme should declare that he is a composition dealer supported by the screen shot taken from GST portal. The dealer has to submit necessary documents if there is any change in status under GST.
- 6.5 Contractor shall mention their GSTIN in all their invoices (incl. credit Notes, Debit Notes) and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like ERP invoice no, commercial invoice no etc., then the Invoice No. which is linked/uploaded in GSTN network shall be clearly indicated), Billed to party (with GSTIN) & Shipped to party details, item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, Place of Supply etc.
- 6.6 All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).

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- 6.7 Invoices will be processed only upon completion of statutory requirement and further subject to following:
- 6.7.1 Vendor declaring such invoice in Form GST ANX-1
- 6.7.2 Receipt of Goods or Services and Tax invoice by BHEL
- 6.8 As the continuous uploading of tax invoices in GSTN portal (in GST ANX-1) is available for all (i.e. both Small & Large) tax payers under proposed new GST Return System, all invoices raised on BHEL may be uploaded immediately in GST portal on despatch of material /rendering of services. The supplier shall ensure availability of Invoice in GST portal before submission of invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's GST ANX-2).
- 6.9 In case of discrepancy in the data uploaded by the supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Contractor has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month informed by BHEL.
- 6.10 In cases where invoice details have been uploaded by the vendor but failed to remit the GST amount to GST Department (Form PMT-08 or Form GST RET-01 to be submitted) within stipulated time, then GST paid on the invoices pertaining to the month for which GST return not filed by the vendor will be recovered from the vendor along with the applicable interest (currently 24% p.a) and all subsequent bills of the vendor will not be processed till filing of the GST return by the vendor
- 6.11 In case GST credit is denied to BHEL due to non-receipt or delayed receipt of goods and/ or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount claimed in the invoice shall be disallowed to the vendor.
- 6.12 Where any GST liability arising on BHEL under Reverse Charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the vendor.
- 6.13 Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contractors. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Tax Invoice will be issued by BHEL indicating the respective supply invoice number.
- 6.14 GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 – Central Tax dated 13.09.2018. GST TDS certificate which will be generated in GST portal subsequent to vendor accepting the TDS deduction in the GST portal, will be issued to the vendor.
- 6.15 In case any changes in taxes and duties as per Gov. Notification (including GST), the same shall be applicable from time to time.

**7. PAYMENT OF BILLS:**

- 7.1 All payments to be made to the contractor, under this contract shall be through Electronic Fund Transfer (EFT) after the certification of bills by the end user / executing agency.
- 7.2 Payment will be made after completion of work as per tender conditions on acceptance and certification of bills by respective area Executive in charge.

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- 7.3 Payment shall be made against Certification by respective area Executive in charge.
- 7.4 Statutory deduction like IT etc. will be deducted from contractor payment as required by Law.
- 7.5 INCOME TAX:
- 7.5.1 Income Shall be deducted at the applicable rate in respect of the service contract including supply of labour for any work as follows:
- 7.5.2 Self-attested copy of PAN card shall be submitted to Account Dept. along with original for verification.
- 7.5.3 TDS Certificate will be issued to vendors for each quarter ending as on 30th June, 30th Sept, 31st Dec and 31st Mar during the following quarter.
- 7.6 GST:
- 7.6.1 Wherever GST is liable to be paid by the contractor, the contractor shall register himself under the GST Rules and a Self-attested copy of Certificate of Registration shall be furnished to Account Dept.
- 7.6.2 After registration, the payment of GST shall be effected by the contractor to the Central Government monthly/quarterly based on the invoices raised before the due date of payment. The GST Return also shall be submitted to the Government before the due date.
- 7.6.3 The invoice/bill in original duly signed by the contractor claiming the payment for GST shall clearly indicate the following:
- 7.6.3.1 Continuous Serial no. & date of the bill
- 7.6.3.2 Cost of the service
- 7.6.3.3 Separately showing the GST amount calculated at the applicable rate
- 7.6.3.4 PAN based GST Registration No.
- 7.7 The GST claimed in the bill will be paid to the contractor based on the proof of payment of GST to the Government for the previous month/quarter as the case may be.

**8. AVAILING INPUT TAX CREDIT (ITC):**

- 8.1 As per GST in line with new GST Return System from 1<sup>st</sup> Oct 2019.

**9. COMPENSATION TO WORKMEN:**

- 9.1 BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life / permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below.
- 9.1.1 Victim: Any person who suffers permanent disablement or dies in an accident as defined below
- 9.1.2 Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing / operation and works incidental thereto at BHEL factories/ offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, sewing, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works / during working at BHEL Units/ Offices/ townships and premises/ Project Sites.

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- 9.1.3 Compensation in respect of each of the victims:  
(i) In the event of death or permanent disability resulting from Loss of both limbs: ₹ 10,00,000/- (Rupees Ten Lakh)  
ii) In the event of other permanent disability: ₹ 7,00,000/- (Rupees Seven Lakh)
- 9.1.4 Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to Section 2 (l) of the Employee's Compensation Act, 1923

## **10. RESOLUTION OF DISPUTES**

- 10.1 The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the contract/tender which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.
- 10.2 The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof.
- 10.3 Notes:
- 10.3.1 No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.
- 10.3.2 Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.
- 10.4 The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Annexure ... to the Terms and conditions of the tender.
- 10.5 The Annexure-1 together with its appendices will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in the terms and conditions of the tender.
- 10.6 Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract ; or , in any manner touching upon the Contract, then, either Party may , by a notice in writing to other Party refer such dispute or difference to sole arbitration of an arbitrator appointed as per the Arbitration and Conciliation Act, 1996 (India) or statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force .
- 10.7 The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the parties.
- 10.8 Subject as aforesaid, the provision of Arbitration & Conciliation Act 1996 (India) or statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.
- 10.9 The seat of arbitration shall be the place from which the Contract is issued.
- 10.10 The cost of arbitration shall be borne as per the award of the Arbitrator.
- 10.11 Subject to arbitration in terms of clause above, the Courts at the place from which the Contract is issued shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.
- 10.12 Notwithstanding the existence or any dispute or difference and/or reference for the arbitration, the vendor shall proceed with and continue without hindrance the performance of its obligation under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.

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- 10.13 In Case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:
- 10.14 In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/Port Trusts inter se and also between CPSEs and Government Departments/Organizations (Excluding disputes concerning Railways, Income Tax, Customs & Excise Departments, such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013 –DPE (GM)/FTS-1835 dated 22-05-2018.

**ANNEXURE-1**

**BRIEF PROCEDURE FOR CONDUCT OF CONCILIATION PROCEEDINGS**

1. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided herein:
2. The party desirous of resorting to Conciliation shall send an invitation/notice in writing to the other party to conciliate specifying all points of Disputes with details of the amount claimed. The party concerned shall not raise any new issue thereafter. Parties shall also not claim any interest on claims/counter-claims from the date of notice invoking Conciliation till the conclusion of the Conciliation proceedings.
3. The party receiving the invitation/notice for Conciliation shall within 30 days of receipt of the notice of Conciliation intimate its consent for Conciliation along with its counter-claims, if any.
4. The Conciliation in a matter involving claim or counter-claim (whichever is higher) up to Rs 5 crores shall be carried out by sole Conciliator nominated by BHEL while in a matter involving claim or counter-claim (whichever is higher) of more than Rs 5 crores
5. Conciliation shall be carried out by 3 Conciliators nominated by BHEL.
6. The Parties shall be represented by only their duly authorized in-house executives/officers and neither Party shall be represented by a Lawyer.
7. The first meeting of the IEC shall be convened by the IEC by sending appropriate communication/notice to both the parties as soon as possible but not later than 30 days from the date of his/their appointment. The hearings in the Conciliation proceeding shall ordinarily be concluded within two (2) months and, in exceptional cases where parties have expressed willingness to settle the matter or there exists possibility of settlement in the matter, the proceedings may be extended by the IEC by a maximum of further 2 months with the consent of the Parties subject to cogent reasons being recorded in writing.
8. The IEC shall thereafter formulate recommendations for settlement of the Disputes supported by reasons at the earliest but in any case within 15 days from the date of conclusion of the last hearing. The recommendations so formulated along with the reasons shall be furnished by the IEC to both the Parties at the earliest but in any case within 1 month from the date of conclusion of the last hearing.
9. Response/modifications/suggestions of the Parties on the recommendations of the IEC are to be submitted to the IEC within time limit stipulated by the IEC but not more than 15 days from the date of receipt of the recommendations from the IEC.
10. In the event, upon consideration, further review of the recommendations is considered necessary, whether by BHEL or by the other Party, then, the matter can be remitted back to the IEC with request to reconsider the same in light of the issues projected by either/both the Parties and to submit its recommendations thereon within the following 15 days from the date of remitting of the case by either of the Parties.

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11. Upon the recommendations by the Parties, with or without modifications, as considered necessary, the IEC shall be called upon to draw up the Draft Settlement Agreement in terms of the recommendations.
12. When a consensus can be arrived at between the parties only in regard to any one or some of the issues referred for Conciliation the draft Settlement Agreement shall be accordingly formulated in regard to the said Issue(s), and the said Settlement Agreement, if signed, by the parties, shall be valid only for the said issues. As regards the balance issues not settled, the parties may seek to resolve them further as per terms and conditions provided in the contract.
13. In case no settlement can be reached between the parties, the IEC shall by a written declaration, pronounce that the Conciliation between the parties has failed and is accordingly terminated.
14. Unless the Conciliation proceedings are terminated in terms of para 22 (b), (c) & (d) herein below, the IEC shall forward his/its recommendations as to possible terms of settlement within one (1) month from the date of last hearing. The date of first hearing of Conciliation shall be the starting date for calculating the period of 2 months.
15. In case of 3 members IEC, 2 members of IEC present will constitute a valid quorum for IEC and meeting can take place to proceed in the matter after seeking consent from the member who is not available. If necessary, videoconferencing may be arranged for facilitating participation of the members. However, the IEC recommendations will be signed by all members. Where there is more than one (1) Conciliator, as a general rule they shall act jointly. In the event of differences between the Members of IEC, the decision/recommendations of the majority of the Members of IEC shall prevail and be construed as the recommendation of the IEC.
16. The Draft Settlement Agreement prepared by the IEC in terms of the consensus arrived at during the Conciliation proceedings between the Parties shall be given by the IEC to both the parties for putting up for approval of their respective Competent Authority.
17. Before submitting the draft settlement agreement to BHEL's Competent Authority viz. the Board Level Committee on Alternative Dispute Resolution (BLCADR) for approval, concurrence of the other party's Competent Authority to the draft settlement agreement shall be obtained by the other party and informed to BHEL within 15 days of receipt of the final draft settlement agreement by it. Upon approval by the Competent Authority, the Settlement Agreement would thereafter be signed by the authorized representatives of both the Parties and authenticated by the members of the IEC.
18. In case the Draft Settlement Agreement is rejected by the Competent Authority of BHEL or the other Party, the Conciliation proceedings would stand terminated.
19. A Settlement Agreement shall contain a statement to the effect that each of the person(s) signing thereto (i) is fully authorized by the respective Party(ies) he/she represents, (ii) has fully understood the contents of the same and (iii) is signing on the same out of complete freewill and consent, without any pressure, undue influence.
20. The Settlement Agreement shall thereafter have the same legal status and effect as an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal passed under section 30 of the Arbitration and Conciliation Act, 1996.
21. Acceptance of the Draft Settlement Agreement/recommendations of the Conciliator and/or signing of the Settlement Agreement by BHEL shall however, be subject to withdrawal/closure of any arbitral and/or judicial proceedings initiated by the concerned Party in regard to such settled issues.
22. Unless otherwise provided for in the agreement, contract or the Memorandum of Understanding, as the case may be, in the event of likelihood of prolonged absence of the Conciliator or any member of IEC, for any reason/incapacity, the Competent Authority/Head of Unit/Division/Region/Business Group of BHEL may substitute the Conciliator or such member at any stage of the proceedings. Upon appointment of the substitute Conciliator(s), such reconstituted

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IEC may, with the consent of the Parties, proceed with further Conciliation into the matter either de-novo or from the stage already reached by the previous IEC before the substitution.

1. The proceedings of Conciliation under this Scheme may be terminated as follows:
  - a. On the date of signing of the Settlement agreement by the Parties; or,
  - b. By a written declaration of the IEC, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of the declaration; or,
  - c. By a written declaration of the Parties addressed to the IEC to the effect that the Conciliation proceedings are terminated, on the date of the declaration; or,
  - d. By a written declaration of a Party to the other Party and the IEC, if appointed, to the effect that the Conciliation proceedings are terminated, on the date of the declaration.
  - e. On rejection of the Draft Settlement Agreement by the Competent Authority of BHEL or the other Party.
2. The Conciliator(s) shall be entitled to following fees and facilities:

| SI No | Particulars   | Amount   |
|-------|---|--|
| 1     | Sitting fees  | Each Member shall be paid a Lump Sum fee of Rs 75,000/- for the whole case payable in terms of paragraph No. 27 herein below.  |
| 2     | Towards drafting of settlement agreement  | In cases involving claim and/or counter-claim of up to Rs 5crores.<br>Rs 50,000/- (Sole Conciliator)<br>In cases involving claim and/or counter-claim of exceeding Rs 5 crores but less than Rs 10 crores. Rs 75,000 (per Conciliator) In cases involving claim and/or counter-claim of more than Rs 10 crores. Rs 1,00,000/- (per Conciliator) Note: The aforesaid fees for the drafting of the Settlement Agreement shall be paid on Signing of the Settlement Agreement after approval of the Competent Authority or Rejection of the proposed Settlement Agreement by the Competent Authority of BHEL. |
| 3     | Secretarial expenses  | Rs 10,000/- (one time) for the whole case for Conciliation by a Sole Member IEC.<br>Where Conciliation is by multi member Conciliators –Rs 30,000/- (one time)- to be paid to the IEC  |
| 4     | Travel and transportation and stay at outstation<br>i) Retired Senior Officials of other Public Sector Undertakings (pay scale wise equivalent to or more than E-8 level of BHEL) | As per entitlement of the equivalent officer (pay scale wise) in BHEL.   |
|       | Others  | As per the extant entitlement of whole time Functional Directors in BHEL.<br><br>Ordinarily, the IEC Member(s) would be entitled to travel by air Economy Class.   |

Date :  
Place:

Signature of the Bidder with seal  
(Authorized Signatory)

| SI No | Particulars       | Amount   |
|-------|-------------------|--|
| 5     | Venue for meeting | Unless otherwise agreed in the agreement, contract or the Memorandum of Understanding, as the case may be, the venue/seat of proceedings shall be the location of the concerned Unit / Division / Region / Business Group of BHEL. Without prejudice to the seat/venue of the Conciliation being at the location of concerned BHEL Unit / Division / Region / Business Group, the IEC after consulting the Parties may decide to hold the proceedings at any other place/venue to facilitate the proceedings. Unless, Parties agree to conduct Conciliation at BHEL premises, the venue is to be arranged by either Party alternately. |

3. The parties will bear their own costs including cost of presenting their cases/evidence/witness(es)/expert(s) on their behalf. The parties agree to rely upon documentary evidence in support of their claims and not to bring any oral evidence in IEC proceedings.
4. If any witness(es) or expert(s) is/are, with the consent of the parties, called upon to appear at the instance of the IEC in connection with the matter, then, the costs towards such witness(es)/expert(s) shall be determined by the IEC with the consent of the Parties and the cost so determined shall be borne equally by the Parties.
5. The other expenditures/costs in connection with the Conciliation proceedings as well as the IEC's fees and expenses shall be shared by the Parties equally.
6. Out of the lump sum fees of Rs 75,000/- for Sitting Fees, 50% shall be payable after the first meeting of the IEC and the remaining 50% of the Sitting Fees shall be payable only after termination of the conciliation proceedings in terms of para 22 hereinabove.
7. The travelling, transportation and stay at outstation shall be arranged by concerned Unit as per entitlements as per Serial No. 3 of the Table at para 23 above, and in case such arrangements are not made by the BHEL Unit, the same shall be reimbursed to the IEC on actuals limited to their entitlement as per Serial No. 4 of the Table at Para 23 above against supporting documents. The IEC Member(s) shall submit necessary invoice for claiming the fees/reimbursements.
8. The Parties shall keep confidential all matters relating to the conciliation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of its implementation and enforcement or as required by or under a law or as per directions of a Court/Governmental authority/ regulatory body, as the case may be.
9. The Parties shall not rely upon or introduce as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the Disputes that is the subject of the Conciliation proceedings:
  - a. Views expressed or suggestions made by the other party in respect of a possible settlement of the Disputes;
  - b. admissions made by the other party in the course of the Conciliator proceedings;
  - c. proposals made by the Conciliator;
  - d. The fact that the other Party had indicated his willingness to accept a proposal for settlement made by the Conciliator.

Date :  
Place:

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**TENDER NO. WCM / 22-23 / 9472200043E, dt. 24.05.2022**

10. The Parties shall not present the Conciliator(s) as witness in any Alternative Dispute Resolution or Judicial proceedings in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.
11. None of the Conciliators shall act as an arbitrator or as a representative or counsel of a Party in any arbitral or judicial proceeding in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.
12. The Parties shall not initiate, during the Conciliation proceedings, any arbitral or judicial proceedings in respect of a Disputes that is the subject matter of the Conciliation proceedings except that a Party may initiate arbitral or judicial proceedings where, in his opinion, such proceedings are necessary for preserving his rights including for preventing expiry of period of limitation. Unless terminated as per the provisions of this Scheme, the Conciliation proceedings shall continue notwithstanding the commencement of the arbitral or judicial proceedings and the arbitral or judicial proceedings shall be primarily for the purpose of preserving rights including preventing expiry of period of limitation.
13. The official language of Conciliation proceedings under this Scheme shall be English unless the Parties agree to some other language.

Date :  
Place:

Signature of the Bidder with seal  
(Authorized Signatory)



**FORMAT FOR SEEKING CONSENT FOR REFERRING THE DISPUTES TO  
CONCILIATION THROUGH IEC**

To,

M/s. (Stakeholder's name)

**Sub: Resolution of the Disputes through conciliation by Independent Expert Committee (IEC).**

Ref: Contract No/MoU/Agreement/LOI/LOA& date \_\_\_\_\_.

Sir,

With reference to above referred Contract/MoU/Agreement/LOI/LOA, you have raised certain Disputes/claims. Vide your letter dated\_\_\_\_ you have requested BHEL to refer the Disputes/claims to IEC for Conciliation.

We are enclosing herewith Format (3) for giving consent and the terms and conditions of BHEL Conciliation Scheme, 2018 governing conciliation through IEC. You are requested to give your unconditional consent to the said terms and conditions of the Scheme by returning the same duly sealed and signed on each page. On receipt of your consent, matter will be put to the Competent Authority for consideration and decision.

Please note that BHEL has also certain claims against you (if applicable). BHEL reserves its right to agree or not to agree conciliation of the said disputes through BHEL and this letter is being issued without prejudice to BHEL's rights and contentions available under the contract and law.

Yours faithfully,

**Representative of BHEL**

Date :  
Place:

Signature of the Bidder with seal  
(Authorized Signatory)

**FORMAT FOR GIVING CONSENT BY CONTRACTOR /VENDOR/ CUSTOMER/  
COLLABORATOR /CONSORTIUM PARTNERS FOR REFERRING THE DISPUTES TO  
CONCILIATION THROUGH IEC**

To,

BHEL

.....

**Sub: Resolution of Disputes through Conciliation by Independent Expert Committee (IEC).**

Ref: Contract/MoU/Agreement/LOI/LOA No \_\_\_\_\_ & date \_\_\_\_\_

With reference to above referred contract, our following bills/invoices/claims submitted to BHEL are still unpaid giving rise to Disputes:

| SL. no. | Claim Description | Bill submitted to BHEL (no. and date) | Amount of the bill/claim | Amount received from BHEL | Outstanding Amount |
|---------|-------------------|---------------------------------------|--------------------------|---------------------------|--------------------|
|         |                   |                                       |                          |                           |                    |
|         |                   |                                       |                          |                           |                    |
|         |                   |                                       |                          |                           |                    |

Accordingly we request you to kindly refer the Disputes in respect of above claims to IEC for Conciliation.

We hereby agree and give our unconditional consent to the terms and conditions of BHEL Conciliation Scheme, 2018 governing conciliation through IEC. We have signed the same on each page and enclosed it for your consideration.

Yours faithfully,

(Signature with stamp)  
Authorized Representative of Contractor  
Name, with designation Date

**Appendix III**

**STATEMENT OF CLAIMS/COUNTER CLAIMS TO BE SUBMITTED TO THE IEC BY  
BOTH THE PARTIES**

1. Chronology of the Disputes
2. Brief of the Contract/MoU/Agreement/LOI/LOA
3. Brief history of the Disputes:
4. Issues:
5. Details of Clam(s)/Counter Claim(s):

| SI. No. | Description of claim(s)/Counter Claim | Amount (in INR)Or currency applicable in the contract | Relevant contract clause |
|---------|---------------------------------------|---|--------------------------|
|         |                                       |   |                          |
|         |                                       |   |                          |
|         |                                       |   |                          |

Basis/Ground of claim(s)/counter claim(s) (along with relevant clause of contract)

**Note**– The Statement of Claims/Counter Claims may ideally be restricted to maximum limit of 20 pages. Relevant documents may be compiled and submitted along with the statement of Claims/Counter Claims. The statement of Claims/Counter Claims is to be submitted to all IEC members and to the other party by post as well as by email.

Date :  
Place:

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**11. PREFERENCE TO MAKE IN INDIA:**

- 11.1 For this procurement, the local content to categorize a supplier as a Class I local supplier/ Class II local Supplier/ Non Local supplier and purchase preference to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.

**12. BHEL's FRAUD PREVENTION POLICY**

- 12.1 The Bidder along with its associate/ collaborators/ sub – vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about fraud or suspected fraud as soon as it comes to their notice. Fraud Prevention policy and List of Nodal Officers shall be hosted on BHEL website, vendor portals of Units / Regions intranet.
- 12.2 BHEL'S GUIDELINES FOR SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS / CONTRACTORS:
- 12.3 Penal action can be initiated on the suppliers / Contractors in line with extant 'Guidelines for Suspension of Business Dealings with Suppliers/ Contractors'. The abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' has been uploaded on <http://www.bhel.com> on "supplier registration page".
- 12.4 The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site [www.bhel.com](http://www.bhel.com).
- 12.5 Integrity commitment, performance of the contract and punitive action thereof:
- 12.5.1 Commitment by BHEL: BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.
- 12.5.2 Commitment by Bidder/ Supplier/ Contractor: The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.
- 12.6 The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.
- 12.7 The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.
- 12.8 If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on [www. bhel.com](http://www.bhel.com) and/or under applicable legal provisions.

Date :  
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(Authorized Signatory)

**13. SECRECY OF CONFIDENTIAL INFORMATION:**

- 13.1 The Contractor undertakes and agrees that he/it will not disclose or reveal in part or full the proprietary/confidential information, which terms shall mean and include patents, trademarks, service marks, registered designs, copyright, design rights, know-how, confidential information, trade and business names and any other similar protected information of BHEL received during negotiation or currency of the contract to any third party or governmental authorities without written permission from BHEL. In the event of termination or expiry of the contract, the contractor shall return all proprietary/confidential information to BHEL. This clause shall survive termination or expiry of the contract.
- 13.2 All the input details: transmittals and sample drawings supplied for preparation of drawings are confidential information of BHEL for specific purpose only. The contractor shall never pass on / part with the information to anybody and shall maintain the secrecy of the information. As soon as the bills are certified by BHEL, all the relevant drawing files shall be erased from PCs and shall not be made use under any circumstances.
- 13.3 BHEL reserves the right to initiate appropriate action including legal proceeds / termination of contract, recovery of damages, penalties etc., if the contractor is found guilty / wrong usage of the documents given by BHEL for any unauthorised activity.

**14. RISK PURCHASE:**

- 14.1 In case of abnormal delays (beyond the maximum late delivery period as per LD clause) or non-fulfilment of any other terms and conditions given in work order, BHEL may cancel the work order in full or part thereof, and may also make a contract of such work/service from elsewhere / alternative source at the risk and cost of the original contractor. BHEL will take all reasonable steps to complete the contract obligations from alternate source at optimum cost. If bidder does not agree to the above Risk Purchase Clause, BHEL reserves the right to reject the offer. In case for compelling reasons BHEL accepts the offer without acceptance of this clause by the bidder and in the eventuality of Risk Purchase, appropriate action will be taken as per BHEL extant rules. This will be without prejudice to any other right of BHEL under the contract. Risk & cost clause, in line with conditions of contract may be invoked in any of the following cases:
- 14.1.1 Contractor's poor progress of the work vis-à-vis execution timeline as stipulated in the contract, backlog attributable to contractor/ supplier including unexecuted portion of work/ supply does not appear to be executable within balance available period (#) considering its performance of execution.
- 14.1.2 Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.
- 14.1.3 Non completion of work / Non-supply by the contractor within scheduled completion/delivery period as per contract or as extended from time to time, for the reason attributable to the contractor.
- 14.1.4 Termination of contract on account of any other reason (s) attributable to contractor.
- 14.1.5 Assignment, transfer, subletting of contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
- 14.1.6 Non-compliance to any contractual condition or any other default attributable to contractor.
- 14.1.7 Risk and Cost amount against balance work will be calculated as follows:

$$\text{Risk \& Cost Amount} = [(A-B) + (A \times H/100)]$$

Where,

A= Value of Balance scope of Work/ Supply (\*) as per rates of new contract

B= Value of Balance scope of Work/ Supply (\*) as per rates of old contract being paid to the contractor/ supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

H = Overhead Factor to be taken as 5

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In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

\*(Balance scope of work/ supply)

Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work/ Supply for calculating risk & cost amount.

Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities.

Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities.

Substitute/ extra items whose rates have already been approved would form part of contract quantities for this purpose. Substitute/ extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions.

However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose.

NOTE: In case portion of work is being withdrawn, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work/supply' for calculating Risk & Cost amount.

#### 14.2 COMPLIANCE WITH VARIOUS LABOUR LAWS BY THE CONTRACTS:

14.3 The contractor shall not engage in connection with the work any person who has not completed 18 years of age.

14.4 The contractor shall in respect of labour employed by him, comply with following statutory provisions and rules and in regard to all matters provided therein.

14.4.1 The contract Labour (Regulation & Abolition) Act 1970 and the related Rules.

14.4.2 The minimum wages Act 1948 and the related rules

14.4.3 The payment of wages Act 1936 and the related rules.

14.4.4 The Factories Act 1948 and related Tamil Nadu Rules.

14.4.5 The Employees' Provident Fund & Miscellaneous provisions Act 1952.

14.4.6 The Employees State Insurance Act 1948.

14.4.7 Workmen Compensation Act 1923

14.4.8 Payment of Bonus Act 1965

14.4.9 Maternity Benefit Act, 1961

14.4.10 Payment of Gratuity Act, 1972

14.4.11 Inter-State Migrant Workmen (Regulation of Employment & Conditions of Service) Act, 1979

14.4.12 Equal Remuneration Act, 1976

14.4.13 Industrial Employment (Standing Order) Act, 1960 (In case of engaging 100 or more workmen)

14.4.14 The Industrial Disputes Act 1947

14.4.15 and any other law, or modifications to the above or to the rules made there under from time to time.

#### 15. REGISTRATIONS AND LICENCING:

15.1 Every contractor shall register his name with the Personnel & Administration Department of BHEL Trichy-14 before taking up the work awarded to him by giving the following information and getting a code Number.

15.1.1 Name of the Contractor

15.1.2 Nature of Work

15.1.3 Period of Work

15.1.4 Number of maximum labour employed by him on anyone day.

15.1.5 License No. & Date (Applicable in case of contractors employing 20 or more workers)

15.1.6 The labourer should be enrolled with PF, ESI and enrolment No. should be furnished on finalization of contract.

Date :  
Place:

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- 15.2 The contractor employing 20 or more workmen shall obtain a license from the authorities (The Deputy Chief Inspector of Factories / Assistant Commissioner of Labour as the case may be). This license shall be amended and / or renewed wherever there is an increase in the workmen employed by him or in the event of contract being extended or renewed. The contractor shall inform the license number to the BHEL Management before taking up the work.
- 15.3 The contractor (licensed or unlicensed) shall promptly furnish every information and document required by BHEL Authorities.
- 15.4 WAGES:
- 15.5 The contractor has to disburse the salary/wages for their workmen only through Bank. The relevant Bank statement/proof for Bank payment should be produced along with PF and ESI challans to Welfare Section every month. The contractor shall have separate PF and ESI code, BHEL will not allow the contractor to remit the PF and ESI of his employees through codes of others. The contractor shall pay wages to the workmen employed by him at the rate, which shall not be less than the minimum wages declared by Tamil Nadu Government from time to time. A certificate of payment shall be furnished in duplicate by the contractor to the Engineer In-charge for each month. The contractor shall inform the BHEL Management every month the details of contract labour engaged for each contract in the following forms:
- 15.5.1 Serial Number
- 15.5.2 Location
- 15.5.3 Period of Work
- 15.5.4 No. of Contract labour engaged during the month
- 15.5.5 No. of days worked
- 15.5.6 No. of Man – days worked
- 15.5.7 Wages paid to his workers.
- 15.6 The above statement shall be furnished to BHEL Management at the end of every month.

**16. WORKING CONDITIONS:**

- 16.1 The contractor shall provide all safety devices and personal protective equipment to his workmen at his own cost and shall ensure that his workmen wear / use such device or equipment provided to them while doing the work and there should not be any relaxation on this.
- 16.2 The contractor shall ensure that his workmen vacate the premises after shift is over.
- 16.3 The Contractor should bring contract labour to BHEL premises at his/her own cost, risk and execute the work allotted to him in BHEL premises. All safety equipment's to the workmen, safety rules & regulations are to be followed as per BHEL's Safety Rules & Regulations.
- 16.4 BHEL will no way be responsible for any loss of life or any injury caused to any of the contractors or their crew while executing the above work at BHEL premises.

**17. NOTICES OF ACCIDENTS:**

- 17.1 In the event of an accident the contractor shall be required to fill injury report and submit to the Engineer In-charge immediately and ensure compliance of ESI / Workmen's Compensation of accident as per the Act. The contractor shall get the contract labour engaged by him insured under workmen's compensation policy from General Insurance Corporation of India before actually starting the work of contract. The Insurance Coverage should be for the entire period of contract. The contractor shall comply with the provisions of the Workmen's Compensation Act 1923. (This should be read in connection with the provisions of ESI Act.)

Date :  
Place:

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**18. COVERAGE UNDER THE ESI / PF ACT MISCELLANEOUS PROVISIONS ACT:**

- 18.1 The contractor shall ensure that all his workmen are covered under the Employee's State Insurance Act and produce to BHEL such Registration number/ Enrolment Number before executing the contract work.
- 18.2 The contractor shall regularly pay the amount by contribution i.e., employers contribution as well as employee's contribution in pursuance of the above scheme as fixed from time to time.
- 18.3 The contractor shall ensure that his workmen are covered the PF & miscellaneous provisions Act 1952 and accordingly produce to the BHEL Management the Registration / Enrolment number before awarding of contract work.
- 18.4 The Contractor shall within seven days of the close of every month submit to BHEL a statement showing the amount of contribution payable / paid for employees engaged by him or through him and shall also furnish to BHEL such information, as Principal Employer is required to furnish under the provisions of the ESI Act PF as well as the schemes made there under to the authorities concerned.
- 18.5 Whenever any sum of money is found to be recoverable from or payable by the contractor, the same shall be deducted from any sum that may be due or which at any time thereafter may become due to the contractor under this contract or under any other contract or from his security deposit. In case the recoveries are not sufficient to satisfy the claims, the contractor shall pay the balance thereof on demand. In case any recoveries are made under this clause from the security deposit, the contractor shall immediately thereafter pay such further sum as may be required to replenish the shortage caused by such recoveries in the amount of security deposit.
- 18.6 In case of non-compliance of the provisions of the Acts and in case BHEL having complied with the same BHEL will be entitled to recover the same from the contractor / sub-contractor.
- 18.7 The contractor shall abide by all the labour and other laws applicable to contract labour / worker under this contract and shall at all-time keep BHEL Indemnified against all losses, claims, prosecutions under any law.
- 18.8 Non exercise of any of the powers or rights available under any law, shall not in any way operate as waiver thereof.

**19. BIOMETRIC ENTRY/EXIT SYSTEM FOR CONTRACT WORKMEN:**

- 19.1 The Entry/Exit of the contract workmen is to be regulated only through Biometric system.
- 19.2 The Contractor initially will be issued with a temporary gate pass for his/her contract workmen for period of ten days.
- 19.3 The contractor should arrange photo coverage for all his/her workmen within the above stipulated time.
- 19.4 The Contractor has to submit Form I for all his/her contract workmen. All the particulars required in Form I are to be provided by the contractor without fail.
- 19.5 The contractor should educate the contract workmen in registering the attendance through the system.
- 19.6 Whenever a contract workman migrates or leaves service, the contractor has to surrender the biometric card of the particular contract workman to Contract Cell with immediate effect.
- 19.7 If a contract workman having biometric card joins another contractor, the contractor who engages them, has to intimate contract cell along with the biometric card for switching over the contract workmen from the earlier contractor to the present contractor.
- 19.8 On completion of the work, the contractor has to surrender all the biometric cards immediately to the contract cell. Otherwise, an amount of Rs.100/- per card will be deducted from the final bill/security deposit of the contractor.
- 19.9 If any contract workmen lose his/her card, the contractor shall arrange a duplicate for the workmen by paying an amount of Rs.100/-.
- 19.10 The Contractor is totally responsible for the biometric cards issued to his/her contract workmen.

Date :  
Place:

Signature of the Bidder with seal  
(Authorized Signatory)

19.11 The Contractor has to indemnify BHEL for all the damages and loses caused by his/her workmen.

**20. SAFETY CONDITIONS:** Tamil Nadu Factories Rules, 1950:

20.1 Rule 61F: Methods of Work: No process or work shall be carried on in any factory in such a manner as to cause risk of bodily injury.

20.2 Rule 61G: Stacking and storing of materials etc.: No materials or Equipment shall be stacked or stored in such a manner as to cause risk of bodily injury.

20.3 Rule 61-N and Rule 61- O: Workers to be provided with Personal Protective equipment suitable for the hazards and should be of good quality / have certification by Indian Standard Institute.

20.4 Rule 96: Notification of Accidents: Shall be complied with as required in the Factories Act (Section 88 and Section 88A) and Tamil Nadu Factories Rules.

**21. COMMON TERMS AND CONDITIONS FOR WORKS CONTRACT RELEVANT TO SAFETY:**

21.1 All the Contract employees should be trained on Safety and certified by Safety/BHEL. New employees should undergo Safety Training before take up the work, without Safety Training no contract person is allowed to do any work.

21.2 Use of cell phones and other mobile electronic devices (including hands-free devices) in the work spot and during the operation of a vehicle in the BHEL premises is prohibited.

21.3 Contractor employees working on BHEL premises must wear appropriate personal protective equipment. Strict adherence to all required Personal Protective Equipment (Helmet, Safety Shoes and Goggles) are mandatory, specific PPE requirements will be based on job type or tasks performed.

21.4 Excessively loose-clothing, dhoti/Lungi is prohibited especially around rotating or moving equipment.

21.5 The contractors work area should be kept clean and orderly, free of clutter and trash, so that work may proceed in a safe and orderly manner. Tools should be safely positioned during use and promptly put away when no longer required.

21.6 Fire-fighting, emergency shutdown devices, and life-saving equipment, should not be blocked by the contractors and access to the path to this equipment should be maintained at all times.

21.7 Only approved equipment should be used in locations where flammable mixtures are present. A Hot Work Permit is required when open flames, or electric arcs are in the work area and while handling flammable materials.

21.8 Smoking is not allowed in work area.

21.9 BHEL operate under a comprehensive Emergency Response Plan. Contractor should be aware of the site Emergency Response Plan and communicate that plan to all their employees.

21.10 It is recommended that the contractor should know & display the emergency phone number like Fire, Ambulance, Safety, Security etc. at their work area.

21.11 It is the responsibility of the contractor to understand and use the appropriate Work Permits and to verify any permit requirements at the location. Contractor must make necessary arrangements with their Representative to acquire appropriate authorization to perform those operations at the site.

Date :  
Place:

Signature of the Bidder with seal  
(Authorized Signatory)



**22. TERMS & CONDITIONS OF THE CONTRACT SHALL BE APPLICABLE TO THE EXTENT THAT THE CONDITION THEREIN DO NOT SUPERSEDE THESE SPECIAL CONDITION GIVEN BELOW:**

- 22.1 The Contractor or his/ her crew should handle the machinery and other equipment's entrusted to them by BHEL with utmost care and return them safely after execution of stipulated work. The cost of damage, repair due to improper handling of machinery and equipment will be recovered from the contractor.
- 22.2 Contractor shall supervise the work carried out by his/her employees.
- 22.3 Contractor shall ensure that the employees 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.
- 22.4 Contractor shall maintain appropriate records of his/her employee's deployed carry out the job(s).
- 22.5 Contractor will be responsible for the good conduct of his/her employees. In case any misconduct/ misbehavior by any employee, the contractor will replace such employee(s) immediately.
- 22.6 Contractor will ensure that the job is executed through his/her employees only and under any circumstances; the contractor will neither deploy any casual employee to carry out the job nor shall subcontract the job without prior written permission.
- 22.7 Contractor shall be solely responsible for non-payment / delayed payment of minimum contribution under EPF & MP Act, ESI Act, Bonus, etc.
- 22.8 In case, the contractor fails to make payment of wages to his/her 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.
- 22.9 The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
- 22.10 Contractor shall observe provisions of the Factories Act, 1948 in respect of working hours, holidays, rest intervals, leave and overtime to his/her employee. No work shall be done on second / third shift, overtime, Sundays or on other declared holidays without proper permission.
- 22.11 The Contractor should maintain a 'Work Diary' containing the details of work executed by him from time to time on Shift/ Daily basis and obtain the signature from official concerned nominated for this purpose for having executed the work correctly and satisfactorily.
- 22.12 The proof of execution of work should be submitted along with each bill (printed form with covering letter and proof for execution of work).
- 22.13 Necessary gate entry pass will be issued by BHEL Security Department for Contract Workmen based on your application duly forwarded by the Contract Executing Department and approved by HR/ Welfare/ Contract Cell on fulfilment of the Statutory Obligation by the Contractor. In order to ensure compliance to Minimum Wage payment to all workmen entering the factory premises, the entry of manpower shall be regulated based on the quoted/awarded value and the prevailing minimum wages.

Date :  
Place:

Signature of the Bidder with seal  
(Authorized Signatory)

- 22.14 In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his/her employees from the establishment of BHEL. In case, contractor decides to terminate services of his/her employees, he should settle all terminal dues including retrenchment compensation.
- 22.15 The Contractor has to equip himself with standard wire ropes, nylon ropes, belt, lifting tackles, tools etc. In addition, BHEL will supply special type of wire ropes, lifting tackles, tools etc., to the Contractor free of cost as and when required if necessary.
- 22.16 The contractor is directly responsible for injuries / death of vehicle driver or any person employed by him as well as to the third party occupants or other users arising due to accident or otherwise of vehicle during the contractual period. At any point of time, BHEL will not be responsible for any loss / damage either to the person or to the vehicle arising out of accident of the vehicle for performing the contractual obligations.
- 22.17 Any damage to BHEL materials due to rough and faulty handling by the contractor's men will have to be made good by the contractor to BHEL. Similarly, if any damage caused to BHEL equipment's/installation, property of third party in the course of work by the contractor's men, the same shall be made good by the contractor.
- 22.18 The workmen engaged under this contract should not be permitted to stay inside BHEL complex after completing their day's work. It will be the responsibility of the contractor to take the labourers out of BHEL Complex as soon as their day's work is over.
- 22.19 WCM will be arranging the contract. User Department is to be approached by the contractor regarding execution of work, Bill Certification, Bill processing / passing, Payment, Penalty, Contract closing etc.

### **23. SECURITY DEPOSIT**

- 23.1 Security Deposit means the security provided by the Contractor towards fulfilment of any obligations in terms of the provisions of the contract.
- 23.2 The total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.
- 23.3 **Submission of Security Deposit by the Contractors**
- 23.3.1 At least 50% of the required Security Deposit, including the EMD, should be submitted by then successful bidders before start of the work.
- 23.3.2 Balance of the Security Deposit can be submitted by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.
- 23.4 If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.
- 23.5 The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of the authority competent to award the work
- 23.6 Note: In case of (a) small value contracts not exceeding ₹20 lakhs or (b) SAS jobs, work can be started before the required Security Deposit is collected. However, payment can be released only after collection/ recovery of initial 50% Security Deposit).

Date :  
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Signature of the Bidder with seal  
(Authorized Signatory)

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- 23.7 The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:
- 23.7.1 Cash deposit as permissible under the extant Income Tax Act (before tender opening). Security deposit can also be deposited online in SBI online website under “SBI Collect”.
  - 23.7.2 Electronic Fund Transfer credited in BHEL Account (before tender opening).
  - 23.7.3 Banker’s cheques / Pay Order/ Demand Draft, in favour of BHEL (along with offer)
  - 23.7.4 Fixed Deposit Receipt (FDR) issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
  - 23.7.5 In addition to the above, the EMD amount in excess of ₹2 Lakhs may also be accepted in the form of Bank Guarantee from Schedules Bank. The Bank Guarantee in such cases shall be valid for atleast six months.
- 23.8 Security Deposit shall be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract.
- 23.9 The Security Deposit shall not carry any interest.

Date :  
Place:

Signature of the Bidder with seal  
(Authorized Signatory)

**ANNEXURE-T4**

**GENERAL TERMS AND CONDITIONS OF THE CONTRACT**

**1. DEFINITION: - IN THESE GENERAL CONDITIONS OF CONTRACT, THE FOLLOWING TERMS SHALL HAVE THE MEANING HEREBY ASSIGNED TO THEM, EXCEPT WHERE THE CONTEXT OTHERWISE REQUIRES: -**

- 1.1 The "Contract" means, the documents forming the tender and acceptance thereof, together with all the documents referred to therein including general and special conditions to contract. All these documents as applicable taken together shall be deemed to form one contract and shall be complementary to one another.
- 1.2 The "work" means, the analytical work described in the tender documents.
- 1.3 The "contractor/ bidder" means, the individual Firm or Company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the persons composing the firm or Company or the successors of the firm or company and the permitted assigns of such individual or firm or Company.
- 1.4 "The Officer-In charge/ Lab-in-charge" means, the Officer deputed by the HEAD / NGA, WRI& Labs to supervise the work or part of the work.
- 1.5 "Approved" and "Directed" means, the approval or direction of HOD/WCM, or person deputed by him for the particular purposes.
- 1.6 "BHARAT HEAVY ELECTRICALS LIMITED" (herein after referred to as BHEL) shall mean the Board of Directors, Chairman, Executive Director, General Manager or other Administrative Officer of the said Company including SM/WCM authorized to invite tenders and enter into contract for works on behalf of the Company.
- 1.7 The "Contract sum" means, the sum accepted or the sum calculated in accordance with the prices accepted in tender and / or the contract rates as payable to the contractor for the execution of the work during the currency of the contract.
- 1.8 A "week" means, Seven Days, without regard to the number of hours worked or not worked in any day in that week.
- 1.9 A "day" means, the day of 24 hours (TWENTY-FOUR) irrespective of the number of hours worked or not worked in that day.
- 1.10 A "working day" means, any day other than that prescribed by the NEGOTIABLE INSTRUMENTS ACT as being a Holiday, and consists of the number of hours of labour as commonly recognized by good employers in the trade in the district where the work is carried out or as laid down in the BHEL regulations.

**2. HEADING TO THE CONTRACT CONDITIONS: -**

- 2.1 The heading to these conditions shall not affect the interpretations thereof.

**3. WORK TO BE CARRIED OUT: -**

- 3.1 The Contract shall, include all labour, materials, tools, plant, equipment and transport which may be required for the execution of the work. The Contractor will be deemed to have satisfied himself as to the nature of the site, local facilities of access and all matters affecting the execution of the work. No extra charges consequent on any misunderstanding in these respects or otherwise will be allowed.

Date :  
Place:

Signature of the Bidder with seal  
(Authorized Signatory)

**4. DEVIATIONS: -**

- 4.1 The contractor shall not carry out any work not covered by schedule except in pursuance of the written instructions of an executive not below the rank of DGM of WCM / end user. No such work shall be valid unless the same has been specifically confirmed and accepted by BHEL in writing and incorporated in the Contract.

**5. ASSIGNMENT OF TRANSFER OF CONTRACT: -**

- 5.1 The Contractor shall not without the prior written approval of the BHEL, assign or transfer the contract or any part thereof, or any share, or interest thereon to any other persons. No sum of money which may become payable under the contract shall be payable to any person, other than the contractor unless the prior written approval of the BHEL to the assignment or transfer of such money is given.

- 5.2 **SUB-CONTRACT: -** The Contractor shall not sub-let any portion of the contract.

**6. COMPLIANCE TO REGULATIONS AND BY-LAWS: -**

- 6.1 The Contractor shall confirm to the provisions of any statute relating to the work and regulations and Bye-Laws of any local authority. The Contractor shall be bound to give all notices required by statute regulations or By-Laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

**7. SECURITY DEPOSIT: -**

- 7.1 BHEL shall not be responsible for any loss of securities, due to liquidation for any other reasons, what-so-ever or any depreciation in the value of the securities while in their charge or for any loss of interest there on.

- 7.2 All compensation or other sums of money payable by the Contractor to BHEL under the terms of this contract or under any other contract with BHEL may be deducted from the Security Deposit or realised by the sale of the securities or from the interest arising therefrom or from any sums which may be due or may become due to the contractor by BHEL and in the event of this Security Deposit being deducted by reason of such deductions or sale, as aforesaid, the Contractor shall within 7 days thereafter, make good in cash or in securities endorsed as aforesaid, any sum by which the Security Deposit has been reduced.

**8. REFUND OF SECURITY DEPOSIT: -**

- 8.1 Security Deposit will be refunded on completion of the work and after the expiry of the maintenance period, if any, provided always that the Contractor shall first have been paid the last and final bill and have rendered a "NO DEMAND CERTIFICATE". In case no maintenance period is applicable, then 100% of security Deposit will be refunded after providing "NO DEMAND CERTIFICATE" by the contractor as per format provide by BHEL

**9. ORDERS UNDER THE CONTRACT: -**

- 9.1 All orders, notices etc. to be given under the contract shall be in writing, type-script or printed and if sent by registered post to the address given in the Tender of the Contract, shall be deemed to have been served on the date, when in the ordinary course they would have been delivered to him. The Contractor shall carry out without delay all orders given to him. Contractor shall be deemed to have included in his tender price of all the plant, machinery and appliances required for the purpose of all operations connected with the work embraced under the contract to secure a satisfactory quality of work and rate of progress which in the opinion of the " Contract Signing Officer" will ensure the completion of the work within the time specified. BHEL is having every right to split the schedule and to award the work to single or many parties on the lowest offered rates basis. This is a time bound contract for period mentioned, and does not envisage any extension of time / period.

Date :  
Place:

Signature of the Bidder with seal  
(Authorized Signatory)

**10. CONTRACTOR'S SUPERVISION: -**

- 10.1 The contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to BHEL Officials.
- 10.2 Orders given to the contractor's agent shall be considered to have the same force as if they have been given to the contractor himself.
- 10.3 The contractor or his accredited agent shall attend when required without making any claim for doing so to the Executive/WCM or OFFICER-INCHARGE, to receive instructions.
- 10.4 The respective area HOD have full powers and without assigning any reason, require the contractor to immediately cease to employ in connection with this contract, any agent, servant or employee where continued employment is, in his opinion undesirable. The contractor shall not be allowed any compensation on this account.

**11. LABOUR: -**

- 11.1 The Contractor shall remain liable for the payment of all wages and other payments in connection with the employees engaged by him and with regard to the work.
- 11.2 The Contractor shall comply with the applicable provisions of Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act. 1938, Employees Compensation Act 1923, Payment of Bonus Act, EPF and Miscellaneous Provisions Act, 1952, Employees State Insurance Act, 1948 and other relevant Acts and rules framed, there under from time to time.
- 11.3 Contractor shall be responsible for making payment of wages and shall ensure disbursement of wages in the presence of the authority's representative of contract operating division who shall record under his signature at the end of entries in the Register of wages.
- 11.4 Contractor shall have/ obtain license under CL(R&A) Act, 1970.
- 11.5 The contractor has to disburse the salary/wages for their workmen only through Bank (RTGS). The relevant Bank statement/proof for Bank payment should be produced along with PF and ESI and challans to Welfare Section every month.

**12. PRECAUTIONS AGAINST RISK: -**

- 12.1 The Contractor shall be responsible for providing at his own expense for all precautions to prevent loss or damage from any and all risks and to minimize the amount of any such loss or damage and for the necessary steps to be taken for the said purpose.

**13. DAMAGE & LOSS TO PRIVATE PROPERTY & INJURY TO WORKMEN: -**

- 13.1 The Contractor shall at his own expense reinstate and make good to the satisfaction of the respective area HOD and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify, the BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL where BHEL is a private person, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise.

**14. LAWS GOVERNING THE CONTRACT: -**

- 14.1 The contract shall be governed by the Indian Laws for time being in force.

Date :  
Place:

Signature of the Bidder with seal  
(Authorized Signatory)

**15. CANCELLATION OF CONTRACT FOR CORRUPT ACTS: -**

- 15.1 BHEL, whose decision shall be final and conclusive, shall without prejudice to any other right or remedy which shall have accrued shall accrue thereafter to BHEL cancel the contract in any of the following cases and the Contractor shall be liable to make payment to BHEL for any loss or damage resulting from any such cancellation to the same extent as provided in the case of cancellation for default.

*If the Contractor shall: -*

- 15.2 Offer or give or agree to give to any person in BHEL service any gift or consideration of any kind, as an inducement or reward for doing or for bearing to do or for having done or for borne to do any act, in relation to the obtaining or execution of this or any other contract for BHEL service,  
OR
- 15.3 enter in to a contract with BHEL in connection with which commission has been paid or agreed to be paid by him or with his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to BHEL.  
OR
- 15.4 obtain a contract with BHEL as a result of ring tendering or by non-bonafide methods of competitive tendering, without first disclosing the fact in writing to BHEL.

**16. CANCELLATION OF CONTRACT FOR INSOLVENCY ASSIGNMENT OF TRANSFER OR SUB-LETTING OF CONTRACT: -**

*BHEL, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL shall cancel the contract in any of the following cases:*

*If the Contractor,*

- 16.1 being an individual or if a firm any partner thereof shall at any time be adjudged bankrupt or have a receiving order for administration of his estate, made against him or shall take any proceedings for liquidation or composition under any bankruptcy Act or assignment of his effects of composition or arrangement for the benefit of his creditors or purport to do so, or if any application made under any Bankruptcy Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him on behalf of his creditors  
OR
- 16.2 being a Company, shall pass a resolution or the Court shall make an order for the liquidation of its affairs, or a receiver or Manager on-behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or Manager,
- 16.3 Assigns, Transfers, Sub-lets or attempts to assign, transfer or sub-let any portion of the work.
- 16.4 Whenever BHEL exercise the authority to cancel the contract under this conditions, BHEL may have the work done by any means at the Contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by an Executive not below the rank of DGM of WCM / end user which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by the Executive not below the rank of DGM of WCM / end user, or the same shall be recovered from the Contractor by other means.
- 16.5 In case the BHEL carries-out the work under the provisions of this condition the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plants and/or labour provided by the BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the Executive not below the rank of DGM of WCM / end user, whose decision shall be final and conclusive.

Date :  
Place:

Signature of the Bidder with seal  
(Authorized Signatory)

**17. CANCELLATION OF CONTRACT IN PART OF FULL FOR CONTRACATOR'S DEFAULT:**

*If the Contractor:*

- 17.1 Makes default in carrying out the work as directed and continues in that state after a reasonable notice from the Executive not below the rank of DGM of WCM / end user, or his authorized representative;
- 17.2 Fails to comply with any of the Terms and Conditions of the contract or after reasonable notice in writing with orders properly issued thereunder;
- 17.3 BHEL, may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the contract as whole or in part thereof or only such work order or items of work in default from the contract. Whenever BHEL exercise the authority to cancel the contract as whole or part under this condition BHEL may complete the work at the contractor's risk and cost (as certified by the Executive not below the rank of DGM of WCM / end user, which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL. If the cost exceeds the moneys due to the Contractor under this contract the Contractor shall either pay the excess amount ordered **by the Executive not below the rank of DGM of WCM / End user** or the same shall be recovered from the Contractor by other means. In case the BHEL carries out the work or any part thereof under the provisions of the conditions the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or labour provided by the BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the Executive not below the rank of DGM of WCM / end user, whose decision shall be final and conclusive.

**18. TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR. :-**

- 18.1 Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, or if the firm is dissolved or the company is liquidated, BHEL shall have the option of terminating the contract without compensation to the Contractor.

**19. SPECIAL POWER TO TERMINATION: -**

- 19.1 If at any time after the award of contract, BHEL shall for any reason whatsoever does not require whole or any part of the work to be carried out, then Head of WCM shall give notice in writing of the fact to the Contractor and terminate the contract. The contractor shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the fore-closing of the work.

**20. PAYMENT OF BILLS: -**

- 20.1 All payments to be made to the contractor, shall be through NEFT (National Electronic Fund Transfer) / RTGS (Real Time Gross Settlement) within reasonable time, say after 45 days from receipt of the bill along with all supporting documents. Wherever applicable payments to be made to the Contractor, under this contract shall be by "CHEQUE" crossed "A/C PAYEE ONLY" within a reasonable time say after 45 days from receipt of bill along with consignee's acknowledgement.

**21. RECOVERY FROM CONTRACTOR: -**

- 21.1 Whenever under the contract, any sum of money, shall be recoverable from or payable by the Contractors, the same may be deducted from or any sum then due or which at any time thereafter may become due to Contractor under the contract or under any other contract with BHEL or from his Security Deposit or he shall pay the claim on demand.

Date :  
Place:

Signature of the Bidder with seal  
(Authorized Signatory)



**22. POST TECHNICAL AUDIT OF WORK AND BILLS: -**

22.1 HEL reserves the right to carry out the post-payment Audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc., and enforce recovery of any sum becoming due as a result thereof in the manner provided in the presiding sub-paragraphs. However, no such recovery shall be enforced after three years of passing the final bill.

**23. FORCE MEJEURE CLAUSE: -**

23.1 If, at any time during the continuance of this Contract the performance in whole or in part by either party of any obligations under this Contract shall be prevented or delayed by reason of any War, Hostile acts of the public enemy Civil Commotion, Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, Earth Quake etc.) then provided notice of happening of any such event is given by either party to other within 7 days from the date of occurrence therefor neither party shall by reason of such event be entitled to terminate this Contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event, claims for extension of time shall be granted for periods considered reasonable by the Executive not below the rank of DGM of end user subject to prompt notification by the contractor.

**24. SIGNING OF CONTRACT: -**

24.1 Each contract document shall be signed by the Contractor with his usual signature. Contract by partnership of Hindu Joint Family firm, may be signed in the FIRM'S name by one of the Partners or the Karta or Manager as the case may be or by any other duly authorised representative followed by the name and designation of the persons so signing. Contracts by a Company shall be signed with the name of the Company by a person authorised in this behalf and a power of attorney or other satisfactory proof showing that the persons signing the Contract documents on behalf of the Company is duly authorised to do so, shall accompany the contract.

**25. STATUTORY REQUIREMENTS:**

25.1 All statutory requirements under Minimum Wages Act,1948, Factories Act 1948, Workmen Compensation Act 1923, Employees Provident Fund and Miscellaneous Provisions Act, 1952, Payment of Gratuity Act 1972, Employee State Insurance Act 1948, Contract Labour (R&A) Act 1970, Payment of Bonus Act 1965, Income Tax Act, GST Act and all other applicable Acts shall be complied with by the Contractor.

25.2 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.

25.3 Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.

25.4 Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and provide a copy of the same to BHEL.

25.5 Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.

**26. REGISTERS & RECORDS: -**

26.1 The Contractor shall maintain all registers and records in the proper manner and as required by the regulations of the various authorities concerned and indemnify the Employer from the consequences due to any inaccurate or faulty documentation on the part of the Contractor.

Date :  
Place:

Signature of the Bidder with seal  
(Authorized Signatory)

**27. REMOTE TRANSACTIONS: -**

- 27.1 The Contractor shall agree to and comply with all such terms and conditions as BHEL may prescribe from time to time and shall confirm that all transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centers, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication established by BHEL shall constitute legally binding and valid transactions when done.

**28. CHANGE IN CONSTITUTION OF FIRM: -**

- 28.1 Changes in constitution of firm whenever it is made after submission of application or during currency of the contract, the existing firm has to duly inform the proposed changes to contracting department of BHEL at the appropriate time before the changes in the constitution are made. In case the absence of any such information BHEL is not responsible for the consequences arising out of the absence or suppression of information and the issue / dispute arising out of these changes and the firm is responsible for settling the issue or dispute among themselves (Partners etc) or with the bankers or with any third party. Under the above circumstances when dispute arises and the firm does not inform the change in the constitution of the firm BHEL may reserve its rights for suspending or terminating the contract.

Date :  
Place:

Signature of the Bidder with seal  
(Authorized Signatory)

**ANNEXURE-T5**

**PRE-QUALIFYING REQUIREMENTS (PQR)**

**IMPORTANT CONDITIONS**

The Bidders must comply with all the PQR mentioned below. Noncompliance of any one of the PQR will lead to total rejection of the offer submitted by the bidders, who are not complying with the PQR, in full.

All the supporting documents enclosed shall be duly self-attested by the bidder concerned.

**All the information furnished / supporting documents enclosed by the bidders will be considered as authentic for evaluation of Bid. If any information furnished / supporting documents attached are subsequently found to be incorrect / fraudulent / forged, at any later date or during the tenure of the Contract, it will be viewed seriously and suitable penal action (viz., delisting, termination of the bidder from Contract, legal action, forfeiture of EMD / SD etc.,) will be initiated against such bidders as per the Rules and Guidelines prevailing in BHEL.**

**1. EARNEST MONEY DEPOSIT (EMD)**

1.1 Earnest Money Deposit (EMD) of the following values by way of Demand Draft or e-payment shall be furnished by the bidders.

**For quoting Schedule-1 = ₹4,87,800/-**

**For quoting Schedule-2 = ₹1, 45,000/-**

1.2 The EMD will be accepted only in the following forms.

1.2.1 Cash deposit as permissible under the extant Income Tax Act (before tender opening).

1.2.2 Electronic Fund Transfer credited in BHEL Account (before tender opening). If EMD deposited online through **SBI online website under “SBI Collect” (Procedure is given in Annexure-1)**, a printout of the e-receipt to be taken & rate schedule number to be written on the receipt, signed by the bidder, and submitted along with tender.

1.2.3 Banker’s cheques / Pay Order/ Demand Draft, in favour of BHEL (along with offer). The Demand Drafts, in the form of A/c Payee, shall be drawn from any bank, preferably Nationalized Bank in favour of “Bharat Heavy Electricals Limited, Trichy”, payable at Trichy.

1.2.4 Fixed Deposit Receipt (FDR) issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)

1.3 Bids submitted without EMD will be rejected out rightly and their offers will not be considered for further evaluation.

1.4 MSE benefits (exemption from EMD) will be provided in case of submission of **Valid UDYAM Registration Certificate**

**2. ORGANIZATION/FIRM REGISTRATION**

2.1 Only registered / licensed companies / firms / proprietors / partnerships, will be eligible for participating in this Tendering Process. Wherever “Companies Act 1956” is applicable the Company shall be registered in line with “Companies Act 1956”.

2.2 Documents to be submitted: The details of the registration Documents to be submitted are below: -

| SL | Type of Organisation     | Documents to be submitted (Self-Attested)   |
|----|--------------------------|---|
| 1  | Sole Proprietorship      | Trade License / GST registration / Auditor’s letter   |
| 2  | Partnership              | Partnership Deed Copy of Extract from Register of Firms showing latest constitution of Firm (Form A /G/any other form as the case may be) , Trade License / GST Certificate and PAN |
| 3  | Unregistered Partnership | Partnership Deed, Notarized Declaration as to the constitution of Firm signed by all the Partners and Trade License , GST Certificate and PAN                                       |
| 4  | Private Limited Company  | Certificate of Registration/Memorandum of Association & Articles of Association   |

Date :  
Place:

Signature of the Bidder with seal  
(Authorized Signatory)

## TENDER NO. WCM / 22-23 / 9472200043E, dt. 24.05.2022

|   |                            |   |
|---|----------------------------|---|
| 5 | Public Limited Company     | Certificate of Registration/Memorandum of Association & Articles of Association |
| 6 | Public Sector / Govt. org. | Certificate of Registration/Memorandum of Association & Articles of Association |

### 3. POWER OF ATTORNEY:

- 3.1 The tender documents should be signed by authorized signatory. Authorized signatory shall be the person holding 'power of attorney' on behalf of the firm/company/bidder-concerned authorized/empowered to act on behalf for the specific purpose.
- 3.2 BHEL will not be bound by any other Power of Attorney granted or the change in the composition of the firm made, subsequent to the execution of the Contract agreement. They may however recognize such Power of Attorney or change in status after obtaining legal advice and the cost involved in that connection shall be chargeable to the bidder concerned
- 3.3 **Documents to be submitted:** A self-attested copy of the Power of Attorney, in case an individual/authorized signatory other than the sole proprietor signs the tender shall be submitted along with the tenders.

### 4. FINANCIAL SOUNDNESS

- 4.1 Annual Turnover: The average annual financial turnover of the bidder in any three consecutive financial years out of last five financial years (FY) ending 31.03.2021 i.e. FY2016-17, FY2017-18, FY2018-19 FY2019-20 & FY2020-21 shall be equal to or more than the following: -

**Schedule:1: HOUSEKEEPING SERVICES AT BHEL CANTEENS : ₹ 73,15,958.85/-**

**Schedule:2: COOKING SERVICES AT BHEL CANTEENS : ₹ 21,74,798.12/-**

**Turnover value for vendors quoting for more than one schedule shall be algebraic sum of Turnover corresponding to schedule for which vendor opts to quote.**

- 4.2 Documents to be submitted:
- 4.2.1 Self-attested copy of Audited Profit & Loss account and Balance Sheet for the corresponding years should be enclosed. These documents should contain CA membership number.
- 4.2.2 **The bidder shall submit Income Tax Submission Acknowledgment (SARAL)** Copies for income tax filed in the name of the bidder for the corresponding years
- 4.2.3 **Permanent Account Number (PAN):** Bidder should have valid Permanent Account Number (PAN) and Self-Attested copy of PAN Card shall be enclosed.
- 4.2.4 **GST registration Number:** The copy of GST certificate shall be enclosed.

### 5. PREVIOUS EXPERIENCE

#### 5.1 Schedule 1: HOUSEKEEPING SERVICES AT BHEL CANTEENS

The bidder should have the experience of Execution of work as per scope of work / Canteen related services or works involving supply of manpower in any Central / State Govt. / PSU / Private company executed after 31st March, 2015 in any of the following ways.

- a) Three Works/Service contracts each costing not less than the contract value of ₹97.55 Lakhs  
OR  
b) Two Works/Service contracts each costing not less than the contract value of ₹121.93 Lakhs  
OR  
c) One Works/Service contract costing not less than the contract value of ₹195.09 Lakhs

Date :  
Place:

Signature of the Bidder with seal  
(Authorized Signatory)

**5.2 Schedule 2: COOKING SERVICES AT BHEL CANTEENS**

The bidder should have the experience of Execution of work as per scope of work / Canteen related services or works involving supply of manpower in any Central / State Govt. / PSU / Private company executed after 31st March, 2015 in any of the following ways.

a) Three Works/Service contracts each costing not less than the contract value of ₹29.00 Lakhs  
OR

b) Two Works/Service contracts each costing not less than the contract value of ₹36.25 Lakhs  
OR

c) One Works/Service contract costing not less than the contract value ₹58.00 Lakhs

5.3 Qualifying value for vendors quoting for more than one schedule shall be algebraic sum of qualifying value corresponding to schedule for which vendor opts to quote.

5.4 Experience proof from BHEL shall contain work order copies and experience proof from other than BHEL shall contain work order / Documentary evidence (WO /Agreement/ Completion certificate) copy to be uploaded in eprocurebhel.co.in portal)

5.2 Above experience other than BHEL to be supported by TDS (Tax Deducted at Source) certificate issued by the organization OR Form 26 AS OR Bank statement for transaction of payment.

**6. NO DEVIATION DECLARATION**

6.1 The Bidder should furnish and enclose the “No Deviation Declaration” as per Format-1

**7. INTEGRITY PACT (IP)**

7.1 IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

| SI | IEM                                   | Address  | Email                      |
|----|---------------------------------------|--|----------------------------|
| 1. | Shri D.R.S Chaudhary, IAS (Retd.)     | E-1/164 Arera Colony Bhopal -462016  | dilip.chaudhary@icloud.com |
| 2. | Mrs. Pravin Tripathi, IA & AS (Retd.) | D-243, Anupam Gardens, Lane IB, Neb Sarai, Sainik Farms, New Delhi – 110 068 | pravin.tripathi@gmail.com  |

7.2 The IP as enclosed with the tender (Format-5) is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two / three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.

7.3 Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

**Note:**

*No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below:*

Date :  
Place:

Signature of the Bidder with seal  
(Authorized Signatory)

**TENDER NO. WCM / 22-23 / 9472200043E, dt. 24.05.2022**

Details of contact person(s):

(1)  
Name: Mr. Anjana Pachori  
Dept: Works Contracts Management  
Address: Bldg. 24, HPBP, BHEL Trichy-14  
Phone: (Landline/ Mobile) : 0431-2578187  
Email: apachori@bhel.in  
Fax: NA

(2)  
Name: Mr. E. Venkatesh  
Dept: Works Contracts Management  
Address: Bldg. 24, HPBP, BHEL Trichy-14  
Phone: (Landline/ Mobile) : 0431-2577042  
Email: evenkat@bhel.in  
Fax: NA

**8. CORRIGENDUM (if any)**

8.1 Corrigendum issued by BHEL if any shall be enclosed.

Date :  
Place:

Signature of the Bidder with seal  
(Authorized Signatory)

**INTEGRITY PACT**

**Between**

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Siri Fort, New Delhi - 110049 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

**and**

\_\_\_\_\_, (description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

**Preamble**

The Principal intends to award, under laid-down organizational procedures, contracts for Central road Transportation Contract (CTC 2021-22). The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitor(s), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**Section 1- Commitments of the Principal**

1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

1.1.3 The Principal will exclude from the process all known prejudiced persons.

1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions:

Date :  
Place:

Signature of the Bidder with seal  
(Authorized Signatory)

**Section 2 - Commitments of the Bidder(s)/ Contractor(s)**

2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and will await their decision in the matter.

**Section 3 - Disqualification from tender process and exclusion from future contracts**

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

**Section 4 - Compensation for Damages**

4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/ Bid Security.

4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher.

Date :  
Place:

Signature of the Bidder with seal  
(Authorized Signatory)



**Section 5 - Previous Transgression**

5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

**Section 6 - Equal treatment of all Bidders/ Contractors / Sub-contractors**

6.1 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors. In case of sub-contracting, the Principal contractor shall be responsible for the adoption of IP by his sub-contractors and shall continue to remain responsible for any default by his sub-contractors.

6.2 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

**Section 7 - Criminal Charges against violating Bidders! Contractors /Subcontractors**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

**Section 8 - Independent External Monitor(s)**

8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.

8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s) / Contractor(s). The Bidder(s) / Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)! Contractor(s) / Sub-contractor(s) with confidentiality in line with Non- disclosure agreement.

8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

8.5 The role of IEMs is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.

Date :  
Place:

Signature of the Bidder with seal  
(Authorized Signatory)

8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter should be examined by the full panel of IEMs jointly as far as possible, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.

8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to CMD, BHEL, at the earliest. They may also send their report directly to the CVO and the Commission, in case of suspicion of serious irregularities requiring legal/ administrative action. IEMs will tender their advice on the complaints within 10 days as far as possible.

8.8 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.

8.9 IEM should examine the process integrity; they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the organization should be looked into by the CVO of the concerned organization.

8.10 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code! Prevention of Corruption Act, and the CMD. BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.11 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.

8.12 The word 'Monitor' would include both singular and plural.

### **Section 9 - Pact Duration**

9.1 This Pact shall be operative from the date IP is signed by both the parties till the final completion of contract for successful bidder and for all other bidders 6 months after the contract has been awarded. Issues like warranty / guarantee etc. should be outside the purview of IEMs.

9.2 If any claim is made/ lodged during currency of IP, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

### **Section 10 - Other Provisions**

10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.

10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

Date :  
Place:

Signature of the Bidder with seal  
(Authorized Signatory)

10.5 Only those bidders / contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

**For & On behalf of the Principal**

**For & On behalf of the Bidder/Contractor**

(Office Seal)

Place:

Date:

(Office Seal)

Place:

Date:

Witness:

(Name & Address)

Witness:

(Name & Address)

Date :

Place:

Signature of the Bidder with seal

(Authorized Signatory)

**E-PAYMENTS**

- This annexure to the techno-commercial bid explains how to make e-payments to BHEL-Tiruchirappalli through SBI e-collect.
- Vendors (EMD and SD Payments payable by others) can utilise this facility.
- Payments can be made using Internet Banking, Debit Cards/Credit Cards etc.
- SBI Charges a minimum amount (Service Charge) for every transaction. This may vary according to the MODE selected.

**STEP BY STEP PROCEDURE:**

Login to <https://www.onlinesbi.com>

1. Select State Bank Collect available on the top (pre login page)
2. Accept the terms and conditions and click “PROCEED”
3. Select State “TAMILNADU “and Institution type “INDUSTRY “.
4. Select “BHEL TRICHY under “INDUSTRY”.
5. In the next page, Select APPROPRIATE category, fill details correctly & click “SUBMIT”.
6. If all details entered are correctly populated, click “CONFIRM “to proceed.
7. Make payment as per your convenience. (Options available are payment of fees through SBI Net Banking, State Bank ATM cum Debit Cards / Other Bank Debit / Credit Cards and through SBI Branches).
8. SAVE & Keep the copy of receipt for future reference.

**HOW TO TAKE RECEIPT FOR A PAYMENT MADE, EVEN ON A LATER DATE:**

**(PLEASE CHECK THE STATUS BEFORE MAKING PAYMENT SECOND TIME)**

1. Login to [www.onlinesbi.com](http://www.onlinesbi.com)
2. Select State Bank Collect available on the top ( pre login page )
3. Accept the terms and conditions and click “PROCEED”
4. Select “PAYMENT HISTORY “option available on the left side of screen.
5. Using two options as mentioned below, you can get the receipt:
  - a. Type the same Date of Birth, Mobile Number which you have entered at the time of making payment through SB collect. Select the date range and submit.
  - b. If you know the payment reference number, then enter the Reference number (DU...) along with anyone information (Date of Birth / Mobile number, which you have entered at the time of making payment). Select the date range and submit.
6. In the next page, take print out of receipt.

Date :  
Place:

Signature of the Bidder with seal  
(Authorized Signatory)

(TO BE AGREED IN E-PROCUREMENT PORTAL)

**NO DEVIATION DECLARATION**

I/We, have read and clearly understood all the Terms and conditions in Tender Schedule of and accordingly accept the same without any deviation what so ever.

I/ We unconditionally agree to all the tender conditions and no new conditions are imposed by us in the technical / price bid. I understand in the event of imposing any condition in the technical / price bid, such condition would be ignored by BHEL and only the prices will be considered for the purpose of evaluation”

I/ We confirm that none of our group concern or affiliates etc., appears on the list of banned firms / companies by BHEL (list available on [www.bhel.com](http://www.bhel.com)) nor any of the Director / Partner / proprietor of bidder / such group concern or affiliate etc. are involved with such company.

I/ We also declare that, we have not been suspended or black listed or issued with Show Cause Notice by BHEL- Trichy or any other BHEL Unit or any PSU/ Government organization.

I/ We confirm that other than us, none of our group concerns or affiliates etc. are participating in the tender either directly or indirectly through any other agency under same proprietor / common director(s) / common partner(s).

I/ We confirm that if any of the above statement / information furnished by us in this tender is found to be false/ fake at any stage of tender evaluation or during execution of contract, BHEL will have the right to initiate appropriate action including legal proceeds / termination of contract, recovery of damages, penalties etc. as deemed fit.

Yours Sincerely,

Signature of the Bidder with date & Seal

Date :  
Place:

Signature of the Bidder with seal  
(Authorized Signatory)

# **PART-2** **PRICE BID**

(Vendor to quote the price in e-procurement portal)

| <b>Schedule</b> | <b>Work Description</b>   | <b>Monthly Rate<br/>Excluding GST and<br/>service charges</b> | <b>Service Charge in<br/>%</b>                   |
|-----------------|---|---|--|
| 1               | Schedule 1:<br>HOUSEKEEPING SERVICES AT<br>BHEL CANTEENS<br>85 Unskilled Points<br>07 Supervisor Points | ₹ 16,40,202.41  | <to be filled in<br>eProcurement Portal<br>Only> |
| 2               | <b>Schedule:2:</b><br>COOKING SERVICES AT BHEL<br>CANTEENS<br>25 Skilled Points                         | ₹ 4,87,579.17   | <to be filled in<br>eProcurement Portal<br>Only> |

## **1. NOTE:**

1.1 For Billing Purpose Monthly rate will be based on No. of workings days in that particular month

- i. For cooking services 365 days/year is taken for estimation
- ii. For cleaning services 313 days/year is taken for estimation

## **2. IMPORTANT INSTRUCTION**

- 2.1 Bidder will quote the “SERVICE CHARGE” in Percentage (%) only.
- 2.2 Service charge Will be considered up to TWO (02) decimal points only (i.e., XX.XX%). Digit beyond two decimal points will be ignored and not rounded off. No representation on this account will be entertained.

## **3. Payment terms:**

- 3.1 Payment will be made after completion of work on pro-rata basis based on actual work executed as per BOQ after acceptance and certification of Area in charge (BHEL Executive). Payment shall be made after 45 days of submission of bill complete in all respect.
- 3.2 Along with bills, Contractors has to furnish copy of the following documents for further processing of bills:
  - 3.2.1 The Contractor shall submit the bill within a week after at the end of each month in triplicate copies detailing the various items of work done during the month supported by the requisitions issued from time to time
  - 3.2.2 Any other relevant document which is required from time to time as per BHEL requirement.
- 3.3 The Contractor shall, once in every month, submit to the respective area HOD separately details of their claims for the work done by them up to and including the previous. He should in addition furnish a clear certificate to the effect that the claims submitted by him as aforesaid cover all his claims and that no further claims shall be raised by him in respect of the work done up to and including the period under report. Payment will be at the sole discretion of BHEL.

Date :  
Place:

Signature of the Bidder with seal  
(Authorized Signatory)

**TENDER NO. WCM / 22-23 / 9472200043E, dt. 24.05.2022**

- 3.4 The proof of execution of work should be submitted along with each bill (printed form with covering letter and proof for execution of work).
- 3.5 If the Contractor is not registered for any statutory obligation and not liable thereto, then a declaration shall be submitted along with offer that they are within the threshold limit.
- 3.6 No advance may be paid for operational or any other expenses.
- 3.7 Goods and Services tax will be payable extra by BHEL at prevailing rates and corresponding TDS will be made as per Government norms.

Date :  
Place:

Signature of the Bidder with seal  
(Authorized Signatory)