



# Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

Tender No: PPPU: WC:19:005

## Tender Notice

Dt. 12.06.2019

Sir,

Sub: OPEN Tender Inviting Technical & Price Bids for **“Outsourcing of Canteen Services at PPPU-BHEL Thirumayam for a period of 15 months”**.

Interested Bidders shall submit their offer for the following scope of work as per the terms and conditions given in this Tender Notice.

Scope of work	<b>Outsourcing of Canteen Service at BHEL PPPU Thirumayam for a period of 15 months.</b>		
Duration of Contract	<b>15 Months</b> from the date of commencement of work		
Commencement of Work	<b>Within 5 working Days from the date of Letter of Intent.</b>		
Pre – Bid Meeting Schedule	<b>10.00 AM at PPPU - Thirumayam on 20.06.2019</b>		
Due Date / Time for submission of tender	<b>14.00 hrs. on 27.06.2019</b>		
Submission of Tender Document.	Tender Drop Box at Contracts Department First Floor, Admin Block, BHEL, Power Plant Piping Unit, Thirumayam, Pudukkottai dist. – 622507.	(Or)	Sent through Post or courier to Sr. Manager/ Contracts Department, First Floor, Admin Block, BHEL, Power Plant Piping Unit, Thirumayam, Pudukkottai dist. – 622507.
Date / Time for opening of Technical Bid	<b>14.30 hrs. on 27.06.2019</b>		
Extension of Due Date for submission of tender & Date for Opening of Technical Bid, if any	Please check the Websites <a href="http://www.bhel.com">http://www.bhel.com</a> (Tender Notification page) or <a href="http://www.eprocure.gov.in">http://www.eprocure.gov.in</a> for another one week , for the extension of Due Date for submission of tender and Date for Opening of Technical Bid, if any.		
Date/Time of Price Bid Opening	The Bidders who are technically qualified will be called for Price Bid Opening. The Date / Time for the same will be intimated to the all qualified bidders separately.		

**Benefits entitled to MSE Vendors: - (1) In case NON-MSE vendor is L1 and MSE vendors offer rates are within L1 + 15 %, the L1 rate shall be counter offered to MSE Vendors as per Price ranking ascending order. As the work cannot be split amongst two or more vendors, 100 % work shall be awarded to MSE vendor accepting the counter offered L1 rate of Non MSE L1 Vendor. (2) The preference to the MSEs will be given in the order of their ranking L1,L2,L3 etc.**

**EMD: ₹ 5,48,200/-** (Rupees Five Lakhs Forty-Eight Thousand & Two Hundred Only)

**Note:** Exempt from the payment of EMD along with Tender is allowed for the bidders who

- are Joint Venture or subsidiary companies of BHEL, State or Central PSUs / Government departments / Autonomous / Educational / Research Institutions
- Have produced valid attested copies of EM II / NSIC Certificate / Udyog Aadhar Memorandum

(In case UA Memorandum the same shall be supported with CA Certificate dated within ONE year).

(Bidders should suitably apply for availing exemption from payment of EMD by submitting any of the above listed documents.).

**EMD can be paid through various mode such as SBI collect, DD, Banker's cheque etc. elaborated under cover title “EMD” in Page 2 of this document.**

**MSE VENDORS:**

MSE suppliers can avail the intended benefits only if they submit along with the offer, valid **attested copies** of either **EM II certificate** having deemed validity (Five years from the date of issue of acknowledgement in EM-II) or valid **NSIC certificate** or **Udyog Aadhar Memorandum** along with CA certificate as per format given for the relevant financial year (latest audited). 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 bids 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. Copies of NSIC/EM II/Udyog Aadhar Memorandum should be notarized or attested by a Gazette officer.

Place  
Date

Signature of the Bidder  
(Name & Address with seal)



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### **INSTRUCTIONS**

*This Tender is subject to General terms & conditions, which is enclosed.*

- The Technical Bid along with all Terms & Conditions shall be duly signed and stamped in all pages and placed in a cover duly superscripting as "TECHNICAL BID". Bids submitted with incomplete and incorrect technical details will be liable for rejection.
- RATE shall be furnished in the enclosed "PRICE BID", duly signed and sealed and placed in a separate cover duly superscripting as "PRICE BID".
- EMD should be submitted in a separate cover duly superscripting as "EMD".

**Totally there will be 3 Separate covers.**

Sl no	Cover Title	Pages of Tender document	Other required documents
01	Technical Bid	All - excluding Price bid pages	Copy of Pre-qualification criteria along with supporting documents wherever required as per Annexure A (Technical bid) of tender document - All stapled together or Spiral bound
02	Price Bid	Annexure E & F	Nil
03	EMD	NA	<p>EMD has to be paid through any of the following methods:</p> <ul style="list-style-type: none"> <li>• Electronic Fund Transfer credited /through Online SBI collect in <b>BHEL Trichy</b> account (before tender opening)</li> <li>• Banker's cheque/Pay order /Demand draft in favour of <b>BHEL Trichy</b></li> <li>• 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, <b>a/c BHEL Trichy</b>)</li> </ul> <p>In addition to above, the EMD amount in excess of Rs.Two Lakh may also be accepted in the form of Bank Guarantee from scheduled bank(as per Annexure-1). The Bank Guarantee in such cases shall be valid for at least six months.</p> <ul style="list-style-type: none"> <li>• EMD exemption proof.</li> </ul> <p>Copy of e-payment receipt to be attached along with tender document submission. Following link can be used for payment of EMD.  <a href="https://www.onlinesbi.com/sbicollect/collecthome.htm">https://www.onlinesbi.com/sbicollect/collecthome.htm</a>            Select :- State -&gt;Tamil Nadu, Type of Corporation /Institute-&gt;Industry            Industry Name -&gt;BHEL TRICHY</p> <p><b>Tender Document without proof for EMD payment/EMD Exemption will be summarily rejected</b></p>

- All the above 3 covers shall be placed in a common sealed cover and shall be submitted before the said due date as given above superscripting the tender no. & date and Due Date.
- Tenderers should submit their bids before the said due date as given above in a sealed cover superscripting the Tender number, Tender date & Due Date and the tender will be opened in the presence of tenderers with due authorization.
- At the time of opening of Tender, the tenderer or representatives may participate after producing the authorization obtained from the authorized signatory of the tenderer specifying the purpose. Also the specimen signature of the representative should be authorized.
- Any deviation to the terms & conditions and schedules of this tender will lead to total rejection of the bid submitted.
- BELATED and incomplete bids will become liable for rejection.

Thanking you,  
For Bharat Heavy Electricals Ltd.

N. Rajagopal  
SM/ Contracts,  
Power Plant Piping Unit  
BHEL -Thirumayam - 622507  
Contact No. 04333-279554  
[nraja@bheltry.co.in](mailto:nraja@bheltry.co.in)

Place  
Date

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(Name & Address with seal)



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### TENDER TERMS AND CONDITIONS

#### **I. Pre - Qualification Criteria:**

1. Earnest Money Deposit (EMD) **Rs. 5,48,200/- (Five Lakhs Forty-Eight Thousand and Two Hundred Only).**
  2. The contractor should have an Income Tax Registration (PAN). (Details of self- attested copy to be furnished)
  3. Goods & Service Tax (GST) registration / Application Reference Number. (copy of registration details indicating GSTIN/ARN to be submitted along with offer. (If any specific exemption is available, a declaration with due supporting documents need to be furnished for considering the offer).
  4. The bidder could be a Proprietorship / Partnership firm / LLP / One-person company / Private Ltd company / Public Ltd company / Trust / Society in this line of service or business Documentary proof shall be enclosed for the status of business.
  5. The applicable rate of GST in % should be mentioned in the Technical Bid format.
  6. The bidder shall hold valid Food Business Operator license under Food Safety and Standards Act 2006 (FSSAI).
  7. The Bidder / Vendor shall have either of the three following experience during last 7 years ending 30.04.2019.
    - a) 3 similar completed works costing each not less than Rs. 1,09,62,263/-  
(Or)
    - b) 2 similar completed works costing each not less than Rs 1,37,02,828/-.  
(Or)
    - c) 1 similar completed work costing not less than Rs 2,19,24,525/-.Note: Similar works means " Performing Industrial / Institutional canteen services with not less than 500 users (by providing Labor, Material & Service) in round the clock cooking and serving at client(s) premises". Proof of WO / PO may be attached for BHEL Experience. Proof for Experience from any organization other than BHEL to be supported by TDS (Tax Deducted at Source) certificate issued by the organizations OR Form 26 AS OR bank statement for transaction of payment.
  8. Average Annual financial turnover during any 3 consecutive years in the last 5 years ending FY 2017-18 (FY 13-14 to FY 17-18 i.e., AY 14-15 to 18-19) or ending with should be at least Rs.65,77,357/-. (P&L account, balance sheet certified by the Chartered Accountant with CA membership number and relevant self-attested income tax return to be attached.)
  9. Letter of self –declaration (Annexure X) in bidder's letter head
    - a) For Commencement of service within 5 working days from the date of issue of LOI and
    - b) Before submission of the first bill, FSSAI license will be submitted in the jurisdiction where Thirumayam is covered.
  10. On award of contract, the successful bidder shall comply with all the statutory requirements of PF and ESI/GI Rules and Regulations for their workmen deputed for this work.
- NOTES:** (1) Only those bidders, who are meeting all the above qualifying criteria, will be considered for further evaluation and others will be summarily rejected.  
(2) All supporting documents are to be signed & stamped in each page by the bidder for further evaluation.

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### **II. SCOPE OF CONTRACT:**

1. Procurement and storage of Standard Quality provisions, ingredients, vegetables etc. required for the preparation of food items as per Annexure A5, Annexures A1, A2 & A3 and Annexure A4 at BHEL Canteen Stores.
2. Preparation of meals, breakfast, beverages (tea/coffee)/ snacks etc., at BHEL, THIRUMAYAM industrial kitchen and serving breakfast/lunch/dinner etc., to employees and Contract Workmen/Apprentice in hot condition at the Canteen Dining Halls/Admin Building Dining Hall and serving beverages / snacks at specified Shop/Office locations inside the Plant as per the Service Timing & Menu details in Annexure –A5. It is to be noted that the food should be served in separate dining halls for employees and Contract workmen/Apprentice at the Main canteen and also separately in Admin Bldg. dining hall.
3. Supply of potable packaged drinking water (from a reputed supplier with BIS certification) in dining hall / Canteen.
4. Reputed Branded / standard quality (ISI or Agmark only) of raw materials (Ingredients) /provisions required for the preparation of the menu, as per the recipe (matrix will be provided by BHEL to the successful vendor at the time of execution) to be procured. Also, tissue papers are to be provided at the dining area. For the following items the brands mentioned against the items only should be used.

**Table 1.0:**

S.No	Material/Item	Specific Brands
1	Refined oil	Fortune/Gold Winner/Saffola
2	Atta	Aashirvaad/Pillsbury/Annapoorna
3	Tea Powder	Taj Mahal/3 Roses/Tata Tea/Red Label
4	Coffee Powder	Bru/Nescafe/Nescafe Sunrise
5	Ready-made Powders (Chilli, Coriander, turmeric etc	Sakthi/Aachi/JP
6	Pickles	Ruchi/Priya/Sakthi/Aachi
7	Appalam	Bindu/Annapoorna/Mayil Mark
8	Ghee	Udhaya Krishna/Aavin/
9	Milk	Vijay Diary/Sarvodaya/Aavin

5. The indicative man power required for performing this contract shall be minimum **46 (Except for Sundays & Holidays) and are subject to change depending on the change in requirement. Out of the 46, minimum 4-man power in 2 shifts should be deployed to Administrative building office for essential catering services.** On Sundays and holidays, the contractor shall provide the required manpower depending upon the work requirement which will be informed by BHEL in advance. Deployment of lesser manpower than specified above [excepting Sundays and holidays] will attract deduction of corresponding wages in line with prevailing minimum wages applicable in Tamil Nadu plus BHEL additional wages.
6. Operation and maintenance of all canteen equipment's as per Annexure - G is under contractor's scope, except for S.I No 27 of Vessel Item and Sl. Nos: 03, 06 & 15 of Electrical items, for which BHEL will arrange for maintenance and repairs. The equipment is to be returned in good working condition at the end of the Contract Period. Periodical Stock verification will be done by BHEL and contractor is required to upkeep the equipment. Only competent persons to be engaged for maintaining / repairing the canteen equipment.
7. Housekeeping of the food preparation area and the dining halls: The house keeping scope includes employing competent persons for house-keeping, providing branded cleaning materials required for up keeping of Kitchen, Wash Trough and Service areas in a hygienic condition and branded hand wash liquid at the Dining halls and other required materials / gadgets for cleaning. Cleaning of the cob webs, oil stains on the walls and ceiling to be done on a regular basis to the satisfaction of BHEL. The brands of cleaning materials and hand wash to be provided is given below:

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**Table 2.0:**

S.No	Material/Item For	Specific Brands
1	Floor Cleaning	Harpic/Lizol
2	Vessel Cleaning	Vim/Pril Liquid
3	Hand wash	Dettol/Savlon/Lifebuoy

8. Microbiological test to be done once in 6 months as a general requirement. The waste food / vegetables and other kitchen waste should be taken out of Factory Campus and disposed as per the applicable statutory norms and regulations.
9. Periodical Disinfestations/Pest control measures for the Stores/ Kitchen/ Dining area including cleaning of fly catchers etc. shall be ensured.
10. The caterer should obtain all necessary licenses of competent / statutory authorities for running canteen services within reasonable time.
11. Cleaning of vessels and dining area including Tables & chairs shall be done after every service. Cleaning powders/ Soap bar shall NOT be used for any cleaning/ washing purposes. Only branded liquid cleaners (as given in table 2 above) shall be used for all washing/ cleaning purposes. For using any brand other than these, specific approval of BHEL Management is to be obtained.
12. Housekeeping of canteen including Cleaning of Canteen / Dining hall Floor, Ceilings, Footsteps / Staircase, Wash basins (chokes shall be removed immediately) shall be done by the Contractor.
13. Periodical Cleaning of fans, lights & fittings, exhaust fans, fly catchers, walls, windows, doors and removing of cobweb to be done by the contractor, both in the kitchen and the dining halls.
14. Good quality SS Spoons, kept in hot water basin, to be provided at the dining hall.
15. **The following facilities will be Provided by BHEL:**
  - (a) Free of rent fully equipped Industrial Kitchen & Dining Halls (equipment list as provided in Annexure - G) for preparation & serving of meals, breakfast, beverages (Tea/Coffee), snacks at PPPU/ BHEL, THIRUMAYAM Factory.
  - (b) Vessels, kitchen equipment and service items will be provided as per the list enclosed in ANNEXURE - G. If the Contractor requires any additional items for their effective functioning, he shall bring his own vessels, kitchen equipment or service items on returnable basis. The operation, maintenance, required repair works of such equipments will also be under the scope of Canteen Contractor. Kitchen equipments will be handed over by BHEL in good working condition. These kitchen equipments shall be used by the contractor and handed over back to BHEL in good working condition on expiry of the contract. The maintenance of the major canteen equipments: 1) Steam Generator 2) Cold Storage 3) Lift 4) Solar Water Heater 5) RO System will be attended by BHEL.
  - (c) Provision of Electricity and LP Gas for food preparation on chargeable basis, on actual consumption. (The present rate applicable for LPG is Rs.48.50 per Kg & Electricity rate is Rs. 8.60/- per kWh/Unit will be firm throughout the contract period).
  - (d) Storage facility for grocery & Vegetables.
  - (e) Water for food preparation shall be taken from the RO system provided by BHEL.
  - (f) Electricity will be provided free of cost for lighting, fans, fittings like fly catchers and Bain Marie in the Dining Hall Areas only.
  - (g) For hand wash, cleaning & housekeeping activities at canteen, bore well / overhead tank water and RO system shall be provided at free of cost.

### **III. WORK SPECIFIC TERMS & CONDITIONS:**

1. The food items are subject to audit check at BHEL discretion both at Kitchen and at Dining halls / Service premises by BHEL authorized Officials. The contractor should have program for monitoring the quality of

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raw material and food by their designated Officials with maintaining record for the same. The Quality Checking records will be made available to BHEL for review as and when required.

2. The caterer should have association with Govt. approved food testing laboratories for conducting Food test and the details are to be shared with BHEL along with subsequent months' bills.
3. Calculation of Utilization Numbers:
  - A) For Breakfast, Lunch, Dinner and Midnight Tiffin Services:
    - a) BHEL will communicate an **Indicated Quantity** to be served during the coming week for Breakfast, Lunch, Dinner and Mid night tiffin at the end of previous week. The service provider has to ensure uninterrupted supply for this indicated quantity and also for excess required quantity, if any.
    - b) BHEL may also modify the Indicative Quantity at any time in between and the same shall be followed for services from then onwards.
    - c) For the purpose of billing, the Indicative Quantity (or) the actual Consumption Quantity whichever is higher shall be considered.
  - B) For all Other Services:
    - a) The Indicative Quantity shall be the actual attendance during that service time.
    - b) For the purpose of billing, this Indicative Quantity shall be considered.
  - C) Documents to be submitted along with Contractor's Bills:
    - a) Monthly bills in triplicate.
    - b) Health Checkup reports along with Seventh and Thirteenth month bills.
    - c) Copies of the Indicative Quantity as per Clause No: III.3.A & III.3.B which will be maintained in the form of a ledger/ register. Indicative Quantity and actual Consumption Quantity shall be entered in the register on a daily basis and shall be signed by both the Contractor and BHEL representatives.
    - d) PF remittance challan along with wage and attendance register as per the applicable statutory norms for the monthly bill the contractor submits for processing.
    - e) Documentary Proof for payment towards group Insurance for the workers.
    - f) Copy of the Goods and Services Tax challan for the monthly bill the contractor submits for processing.
4. The service timing given in Annexure A5 is to be adhered to without fail and the food items must be neatly arranged and kept ready for service. Timely service is very important and the Contractor shall ensure fresh and hot preparations to all users within the stipulated timings, by all means.
5. The caterer should have enough reputed sources for procurement of good standard quality materials (ISI or Agmark only) and shall procure the materials other than the ones mentioned in the Table 1.0 from either the direct manufacturers or super stockiest to avoid spurious products and also ensure proper storage of the same in the dry ration store, refrigerated stores, walk in cooler and hot holding equipment. The contractor shall keep raw material (Dry ration) in **stock minimum for 10 days** in the premises at all times for adequate supply of all food stuff. BHEL representative will conduct quality/quantity check whenever necessary. A separate register has to be maintained by the contract which captures the details regarding the quantity of stock like raw materials, milk, vegetables etc., received at Canteen/Stores and the quantity being used for each service like breakfast, lunch, dinner etc. Petty purchase of raw material and vegetables is strictly prohibited.
6. Raw materials with stapler clipped packets, nailed wooden boxes or any such kind of packaging which could be hazardous would not be permitted inside the premises.
7. The food items supplied must be fresh and nutritious and acceptable to BHEL. The menu and roaster of menu given must be diligently followed (as per Annexure-A5, A1, A2, A3 and Annexure A4) and if any changes are to be effected it should have BHEL approval.
8. The contractor on award of work shall arrange to issue Personal protective equipment to all his workmen for safe working as per Annexure-H.
9. All the items supplied by BHEL at its expense for the purpose of running Canteen services will be company's property for all intents and purposes. The losses due to breakage / theft / damage or loss of any such

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materials / equipment / fixtures / furniture or damage due to poor and reckless handling shall be recovered from the Contractor at full cost. With regard to natural wear and tear of any such item, the decision of BHEL shall be final and binding on the Contractor.

10. The contractor shall arrange for issue of uniform and gloves to all his workmen. All workmen shall be issued with similar uniform and caps and provided with name plates with clear indication of the contract agency's name & emblem on the shirt. Contractor shall issue different uniforms for those who are engaged in providing housekeeping services and for those who are engaged in providing other services.
11. Vendor will have to adhere to the HYGIENE STANDARDS specified below:
  - a) The successful vendor shall produce medical fitness certificate of their workmen from certified medical practitioner (a certifying surgeon as per Tamilnadu factories rules) during First, Seventh & Thirteenth months of the execution of this contract. The Contractor should ensure the personal hygiene of all of their employees in this contract & ensure periodical medical checkup. It shall be noted that on induction of any new man power, the medical checkup shall be done to those new man power also.
  - b) The caterer shall ensure by himself that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record.
  - c) Disposal of canteen waste outside BHEL premises on regular basis and with the permission of local authorities. The left-over food and the plate wastes after cleaning of vessels should be taken back by the Contractor. Contractor has to declare the method of waste disposal outside the factory premises.
  - d) The caterer shall maintain and ensure high standards of hygienic conditions in kitchen and dining area.
  - e) It is preferred that the activities carried out are to be in line with ISO 9001, ISO 14001, OHSAS 18001& ISO 22000 requirements.
  - f) In case of any lapse in the service, quality standards or non-compliance of any standing instruction, BHEL reserves the right to impose appropriate penalty.
12. As a green initiative, the vendor will be required to supply snacks during Tea Service in paper covers / bags only. Plastics/ Polythene covers are to be avoided completely.

## IV. COMMERCIAL TERMS & CONDITIONS:

### 01. RATE:

- a. Rate should be quoted in Rupees as numerals and in words in the attached price bid format.
- b. The rates quoted should be **exclusive of GST and inclusive of any other taxes & duties** levied or to be levied both by Central and State Government Authorities in future. Such levies, if any, should be borne by the Contractor.
- c. The applicable rate of GST in % should be mentioned in the Technical bid format.
- d. GST Payment will be reimbursed as per statutory provisions, subject to production of proof of payment / remittances only.
- e. The rates quoted in the tender shall remain valid initially for a period of at least **"120 days"** from the date of opening of tender. After successful award of contract, that rates shall be firm throughout the contract period including extended period if any and no cost escalation is allowed on any account.
- f. Should a tenderer find discrepancies or omissions in the drawings or any of the tender documents should be in doubts as to their meaning; he should at once address the authority inviting the tender for clarifications. Every endeavour is made to avoid any error which can materially affect the basis of the tender but the successful tenderer shall be taken upon himself to provide for the risk or any error which may be subsequently discovered and shall make no subsequent claim on account thereof.
- g. **Contractor has to ensure that all statutory payment as per Minimum wages act, 1948/ Payment of Wages act etc. along with BHEL additional payment component (as indicated in welfare conditions) to be taken care of while quoting. No claim in respect to payment to workman will be entertained at a later stage. It will be responsibility of contractor to comply with statutory payments to workmen in this regard.**

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- h. Before tendering, the tenderers are strongly advised to inspect the site of work and its environments and be well acquainted with the actual working and other relevant conditions, position of materials and labour under scope of work covered.**
- i. Conditional and late tenders, tenders containing prima-facie absurd rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions herein contained and the tenders not in original are liable to be rejected.
  - j. Canvassing in any form w.r.t. tenders is strictly prohibited and the tenders submitted by contractors who resort to canvassing are liable for rejection.
  - k. In the event of tender being submitted by the firm, the tender must be signed separately and legibly by each partner or member of the firm or in their absence, by the person holding the power of attorney on behalf of the firm concerned. In the latter case, a copy of the power of attorney duly attested by a Gazetted Officer must accompany the tender.
  - l. Earnest Money Deposit will be refunded to the unsuccessful tenderers after 15 days on finalization of the award of work. In the case of successful tender, the earnest Money Deposit will be retained as part of the Security Deposits for satisfactory completion of the work. **If the bidder withdraws his offer after submission of tender or after acceptance of tender, or fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract, the EMD shall be forfeited.**
  - m. BHEL reserves the right to
    - i) Cancel the tender at any stage.
    - ii) Finalize the contract through Price Bid Opening.
    - iii) Negotiate or refloat the tender opened if L1 price is not the lowest acceptable price to BHEL inter-alia other reasons.
  - n. BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders have to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.
  - o. In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit "online sealed bid" in the Reverse Auction. Non-submission of "online sealed bid" by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
  - p. All payments from BHEL in view of the execution of the contract are liable for IT (TDS), GST as applicable. Hence, bidders shall confirm that they have suitable mechanism for effective compliance to the same.

## **02. PROVISION FOR MSE (MICRO & SMALL ENTERPRISES) SUPPLIERS:**

2.1 MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of valid NSIC certificate or UAM along with CA certificate or EM II certificate having deemed validity (Five years from the date of issue of acknowledgement in EM-II)

### **2.2 Definitions of MSEs owned by Women is under:**

2.2.1 In case of proprietorship firm, proprietor must be woman.

2.2.2 In case of partnership firm, the women partners must be holding at least 51% shares in the unit.

2.2.3 In case of private limited companies, at least 51% share must be held by women promoters

### **2.3 Definitions of MSEs owned by SC/ST is under:**

2.3.1 In case of proprietorship firm, proprietor must be SC/ST.

2.3.2 In case of partnership firm, the SC/ST partners must be holding at least 51% shares in the unit.

2.3.3 In case of private limited companies, at least 51% share must be held by SC/ST promoters.

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## Tender Notice

Dt. 12.06.2019

2.4 Authorized Offices to Issue SC/ST certificate. The caste/Tribe/Community certificate issued by the following authorities in the prescribed form for SCs/STs can be considered.

2.4.1 District Magistrate / Additional District Magistrate / Collector / Deputy commissioner / Additional Deputy commissioner / Deputy collector/ 1st class stipendiary magistrate/ Sub divisional Magistrate/ Taluka Magistrate/ Executive magistrate/ Extra Assistant commissioner.

2.4.2 Chief Presidency magistrate/ Additional chief presidency magistrate/ Presidency magistrate.

2.4.3 Revenue Officer not below the rank of tahsildar.

2.4.4 Sub-Divisional officer of the area where the individual and/ or his family normally resides.

2.4.5 To avail the benefits of MSE under SC/ST category, the related documents as stated above should be submitted along with tender documents.

### **03. Benefits entitled to MSE Vendors**

- i. **In case NON-MSE vendor is L1 and MSE vendors offer rates are within L1 + 15 %, the L1 rate shall be counter offered to MSE Vendors as per Price ranking ascending order. As the work cannot be split amongst two or more vendors, 100 % work shall be awarded to MSE vendor accepting the counter offered L1 rate of Non MSE L1 Vendor.**
- ii. **EMD amount is waived off on production of document as per "EMD" Title in page no 1.**
- iii. **The preference to the MSEs will be given in order of their ranking L1, L2, L3 etc.**

### **04. CONTRACT PERIOD:**

- a) The contract execution period will be for a period of **15 Months** from the date of commencement of work.
- b) If required, BHEL reserves the right to extend this subject contract for a further period under same terms and conditions subject to mutual acceptance of both parties.
- c) The contract may be terminated by BHEL due to violations or non-performance of the Contract conditions by giving one-month notice.

### **05. PAYMENT TERMS**

- a) The Contractor has to submit all the entry details of indicative quantity and consumption quantity on daily basis to BHEL for Verification. The consolidated statements and Bill shall be prepared by the contractor during the first week of succeeding month and submitted to concerned department and after due certification from concerned dept., the bills will be forwarded to Accounts Section. It is to be noted that it will take at least ten days to process the bill at end user and Accounts section after submission.
- b) No advance will be paid for operational expenses.
- c) On submission of error free bill, the bill will be processed and payment will be made by BHEL after 30 days.

The GST compliant Tax invoice shall be submitted in Triplicate for bill clearance along with originals of PF clearance certificate by HR, countersigned attendance and a copy of all documents to executing agency. The bill should be submitted within a week after execution of work during the calendar month @one bill per month. **Kindly note all the payments to the contract employees & PF/ESI must be through EFT & supporting documents like bank account statements and challans for PF clearance must be produced. Proof of payment of taxes to be submitted along with bill. Necessary GST returns have to be filed in due time for claiming of payment of invoice.**

Place  
Date

Signature of the Bidder  
(Name & Address with seal)



# Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

Tender No: PPPU: WC:19:005

## Tender Notice

Dt. 12.06.2019

### **06. TAXES AND DUTIES:**

- a) GST portion of invoice will be released only upon:
  - 1.1 Vendor declaring such invoice in his GSTR-1 and
  - 1.2 Receipt of goods and tax invoice by BHEL and
  - 1.3 Confirmation of payment of GST thereon by vendor on GSTN portal
- b) In case GST credit is delayed or denied to BHEL due to non /delayed receipt of goods/services 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 will be recovered from vendor along with interest levied or leviable on BHEL from payment due to vendors (bills, SD etc) from BHEL.
- c) In case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law will be recovered from vendor /contractor along with interest levied/leviable on BHEL from payment due to vendors such as running bills or Security deposit etc from BHEL.

### **07. PENALTY CLAUSE**

- a) If any served food item is found not suitable for consumption payment for these items will not be made. and in addition to above, an amount of 125% of the contract value of such items shall be debited to the contractor. Ref clause II.5, also with respect to penalty.
- b) If BHEL Management finds any lack of proper housekeeping of both kitchen and dining area and cleaning of vessels/utensils, an amount of Rs.1000 shall be levied as penalty each time for the above scenario.
- c) **Applicable GST on Penalty will also be recovered in addition to penalty from running bills/SD.**

### **08. RISK PURCHASE:**

- i. In the event of any successful Tenderer's failure to fulfil any of the Tender / Contract Terms & Conditions / Obligations, explicitly expressed or implied, as per Tender / Contract, BHEL may entrust the job to alternate vendor and get it completed to meet the BHEL service requirements and additional expenditure if any including consequential cost shall be totally recovered from the contractor who failed to complete the job in line with the BHEL tender / contract.
- ii. The decision of BHEL with regard to the actual losses / consequential expenditure incurred by BHEL shall be final and binding on the contractor.

## **V. GENERAL:**

1. The contractor agrees to indemnify BHEL against all claims and losses arising as a liability under the Payment of Wages Act, Employees Provident Fund & Miscellaneous Provisions Act, Industrial Disputes Act, Employees State Insurance Act, Contract Labour (Regulation & Abolition) Act, Workmen's Compensation Act, Arbitration Act, Minimum Wages Act, Inter State Migration Act etc. or any civil or criminal law in force so far as they relate to security personnel employed by the contractor for the company.
2. The liability of any compensation for injury to their staff or others arising as a result of duties by the staff shall be that of the contractor.
3. Income Tax, GST TDS or any other statutory dues liable to be paid by the contractor shall be recovered from the bills of the contractor for which TDS certificate will be issued by BHEL.
4. With regard to the interpretation of the terms and conditions of this contract, the decision of the Head of the Unit / BHEL – PPPU Thirumayam shall be final.
5. Disputes or differences arising from this tender or in any manner connected therewith shall be subjected to the following disputes resolution mechanism:

Place  
Date

Signature of the Bidder  
(Name & Address with seal)



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(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

Tender No: PPPU: WC:19:005

## Tender Notice

Dt. 12.06.2019

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- i. Any dispute shall initially be referred to the designated Senior Management of the parties for amicable settlement. Parties shall nominate two persons each from their senior management within 10 days of a dispute arising.
  - ii. If no amicable settlement is arrived at within 30 days, then any party may refer the dispute to sole arbitrator to be nominated by Head of the BHEL Unit/Region/Division issuing the Contract. The place of arbitration shall be at Thirumayam. All arbitration proceedings shall be conducted in English in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
  - iii. All disputes shall be subject to the exclusive jurisdiction of the Courts at Pudukkottai.

Place  
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(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

Tender No: PPPU: WC:19:005

## Tender Notice

Dt. 12.06.2019

<b>Checklist for Documents to be submitted to HR/Welfare Section*</b>				
<b>S.No</b>	<b>Document type</b>	<b>Scheduled Date</b>	<b>Periodicity</b>	<b>Remarks</b>
1	PF Registration code	On Award of contract/ on production of First bill	One time/as and when required by BHEL	
2	ESI/Group Insurance Code	On award of Contract	One time/as and when required by BHEL	
3	Form VI-A & VI-B under Contract labour (R&A) Act	On commencement and Completion of the Contract	Twice ( Once on commencement and once of completion of contract)	Form VI-A to be submitted to Labour authorities and a copy to submitted to Welfare section. Form VI-B ( to be prepared and endorsed by User/executing Department) to be submitted to Welfare Section
4	Labour License	To be obtained immediately from Labour authorities in case of engagement of 20 or more contract workers	One time/ on renewal of License / as and when required by BHEL	
5	Bio Data form with proper ID proof	To be submitted for all employees immediately on award of contract and as and when new employees are engaged	One time / as and when required by BHEL	Required for providing ID cards to enable entry into Factory premises and for record purpose
6	Attendance Register	To be submitted on or before 5th of every month	Monthly	To be endorsed by the contractor and BHEL authorised executive/Line Executive
7	Wage Register	To be submitted on or before 5th of every month	Monthly	To be endorsed by the contractor and BHEL authorised executive/Line Executive
8	PF remittance challan & PF - ECR	To be submitted on or before 5th of every month	Monthly	To be checked and cleared by HR Dept
9	Monthly Entry Format	To be submitted on or before 25th of each month	Monthly	
10	Canteen Usage Request format	To be submitted immediately on award of contract	One time / as and when there is a change in the number of contract workers	The Canteen timings as intimated by BHEL management are to be adhered to

**\*The checklist is indicative, the contractor is obliged to produce any other document required, in compliance with extant statutes and BHEL practice, as and when required.**

Place  
Date

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(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

Tender No: PPPU: WC:19:005

## Tender Notice

Dt. 12.06.2019

### **VI. CONDITIONS RELATED TO THE WELFARE OF LABOURS:**

- 1) The successful contractor has to have his own PF, ESI / Group Insurance registration and comply with the relevant Acts. If not available immediately / already applied / pending with PF authorities, then an undertaking to comply shall be submitted on award of contract.
- 2) The Contractor has to remit PF for his workers for the same amount which he paid as total wages to the employees on monthly basis. He has to remit 13% from his side and deduct 12% of Wages from the monthly wages of the employees and a total of 25% of monthly wages should be remitted as PF i.e. each employee. The percentages mentioned are indicative in nature. The PF shall be remitted as per the existing Government guidelines.
- 3) The Contractor has to produce the PF Registration Code for his workers as per the Government rules while submitting the first bill. The first bill will be processed only on production of the above code. For subsequent bills, the PF remittance challan for the engaged labor has to be submitted for bill processing.
- 4) BHEL will not be liable for any medical attention, injury / loss of life of the persons engaged by the contractor during the work inside the factory premises as per the contract. A suitable insurance coverage (ESI / Group Insurance) for the employees shall be arranged by the Contractor at his cost from the first day of operation, towards medical treatment and compensation of any loss as per legal provisions.
- 5) The contractor shall have full control over his employees including the right to appoint, determine service conditions, discharge, dismiss, or otherwise terminate their services at any time. The contractor shall be solely responsible for any claim arising out of employment or termination of employment of his employees and for statutory payments.
- 6) In case, during the contract period if ESI scheme comes into effect, the contractor shall conform to the statutory requirements and any additional cost involved shall be borne by the contractor only.
- 7) The contractor shall employ such personnel who are medically fit and above the age of 18 only. The company has the right to direct the contractor to remove from the premises such of his personnel who may be physically, hygienically, clinically or medically found to be unfit.
- 8) The Minimum Wages as prescribed by the State Government from time to time should be paid to the contract Workers and the Wage and Attendance Registers should be produced to Welfare Section every month.

The minimum wages is given below for reference:

Sl. No	Category	Minimum Wages per day (Rs)		
		Basic	DA	Total
1	Un Skilled Worker	258.50	176.00	434.50
2	Semi-Skilled Worker	271.00	176.00	447.00
3	Skilled Worker	278.50	176.00	454.50
4	Supervisor	295.00	176.00	471.00

(The above table is for illustrative purpose only. Latest Govt circulars shall be followed.)

Apart from the above, an additional monthly payment of 3200/- for Unskilled, 3700/- for Semi-Skilled worker and 4100/- each for skilled worker & supervisor and 4300/- for highly skilled worker as applicable from time to time is to be ensured.

- 9) If the contractor employs more than twenty employees, he has to obtain license to this effect from the Factory Inspectorate and renew the same periodically.
- 10) The Contract workers should be fully aware of safety measures and observe all safety precautions during work. The contractor should also make his own arrangements to provide requisite safety devices to the workers,

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# Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

Tender No: PPPU: WC:19:005

## Tender Notice

Dt. 12.06.2019

based on the nature of work. Any accident/incident occurring to his workers in Company's premises should be reported in writing by the Contractor to Safety, Welfare and Line Executive concerned.

- 11) A list containing the name of working persons' photo, address, age, designation, nature of work is to be furnished immediately on receipt of the contract/work order. This is required for our records and issuance of Identity Card for Gate entry.
- 12) Canteen facility will be provided to these contract workers at subsidized rates as per the provisions of The Contract labour (Regulation & Abolition) Act 1970 and the related Tamil Nadu Rules.
- 13) **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.**
- 14) Minimum Bonus of 8.33% as applicable shall be paid to the contract employees as per the Payment of Bonus Act 1965.
- 15) The Contractor shall in respect of labour employed by him, comply with the following statutory provisions, rules & in regard to all matters provided therein.
  1. The Workmen Compensation Act 1923,
  2. The Payment of Wages Act 1936 and the related Tamil Nadu Rules,
  3. The Industrial Disputes Act 1947,
  4. The Factories Act 1948 and the related Tamil Nadu Rules,
  5. The Minimum Wages Act 1948 and the related Tamil Nadu Rules ,
  6. Employee's Provident Funds & Miscellaneous Provisions Act 1952,
  7. The Payment of Bonus Act 1965.
  8. The Contract labour (Regulation & Abolition) Act 1970 and the related Tamil Nadu Rules,
  9. The Building and Other Construction Works (RE & CE) Act, 1996 and the related Tamil Nadu Rules.

## **VII. Terms & Conditions of Reverse Auction (RA)**

Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit "online sealed bid" in the Reverse Auction. Non-submission of "online sealed bid" by the bidder for any of the eligible items for which techno-commercially qualified will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding ON-LINE-BIDDING through internet, at NO extra cost to the Bidders.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.

Place  
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# Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

Tender No: PPPU: WC:19:005

## Tender Notice

Dt. 12.06.2019

7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, GST for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
  8. Reverse auction will be conducted on scheduled date & time.
  9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, as provided on case-to-case basis to Service provider within two working days of Auction without fail.
  10. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.
  11. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the "Business Rules of Reverse Auction", which will be communicated before the Reverse Auction.
  12. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
  13. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
  14. In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) will not be allowed to participate in further RA process provided minimum three bidders are left after removal of H1 bidder.
  15. In case of tie for H1 bid (Identical online sealed bids), 15 minutes' additional time shall be provided and all the participating bidders shall be informed by mail/ message on bidding screen to enable bidders submit revised online sealed bids so as to break the tie.
  16. Any variation between the ON-LINE Bid Value and the signed document will be considered as unethical the Tender process and will invite disqualification of Bidder, for further business dealings with BHEL as per the prevailing procedure.
- "BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on [www.bhel.com](http://www.bhel.com)) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for the participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit "Process Compliance Form" (to the designated service provider) as well as "Online sealed bid" in the Reverse Auction. Non submission of "Process Compliance form" or "online sealed bid" by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/contractors (as available on [www.bhel.com](http://www.bhel.com)).

The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. ***The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specially agrees to this condition and undertakes to execute the contract on thus awarded rates.***

Place  
Date

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# Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

Tender No: PPPU: WC:19:005

## Tender Notice

Dt. 12.06.2019

If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelop sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/contractors (as available on [www.bhel.com](http://www.bhel.com))."

As a reminder to the bidders, system will flash following message (in RED color) during the course of "online sealed bid". "Bidders to submit online sealed bid less than or equal to their envelope sealed bid already submitted to BHEL".

Place  
Date

Signature of the Bidder  
(Name & Address with seal)



# Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

Tender No: PPPU: WC:19:005

## Tender Notice

Dt. 12.06.2019

### **VIII. GENERAL TERMS & CONDITIONS**

**01. DEFINITION:** In these General Conditions of Contract, the following terms shall have the meaning hereby assigned to them, except where the context otherwise requires:

- a) 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.
- b) The "**work**" means, the work described in the tender documents in individual work-orders as may be issued from time to time to the contractor by the Officer In-charge within the power conferred upon him including all notified or additional items of works and obligations to be carried out as required for the performance of contract.
- c) The "**contractor**" 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.
- d) The "**Officer-In charge**" means, the Officer deputed by the Head of Dept. /Executing Dept., to supervise the work or part of the work.
- e) "**Approved**" and "**Directed**" means, the approval or direction of Head of Unit/PPPU-THIRUMAYAM, or person deputed by him for the particular purposes.
- f) "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 Executive/CONTRACTS/PPPU authorized to invite tenders and enter into contract for works on behalf of the Company.
- g) 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.
- h) A "**week**" means, Seven Days, without regard to the number of hours worked or not worked in any day in that week.
- i) A "**day**" means, the day of 24 hours (TWENTY-FOUR) irrespective of the number of hours worked or not worked in that day.
- j) 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.

**02. HEADING TO THE CONTRACT CONDITIONS:** The heading to these conditions shall not affect the interpretations thereof.

**03. WORK TO BE CARRIED OUT:** 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.

**04. ORDERS UNDER THE CONTRACT:** 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.

Place  
Date

Signature of the Bidder  
(Name & Address with seal)



# Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

Tender No: PPPU: WC:19:005

## Tender Notice

Dt. 12.06.2019

- 05. DEVIATIONS:** The contractor shall not carry out any work not covered by schedule except in pursuance of the written instructions of HOD/Contracts Dept. No such work shall be valid unless the same has been specifically confirmed and accepted by BHEL in writing and incorporated in the Contract.
- 06. ASSIGNMENT OF TRANSFER OF CONTRACT:** 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.
- 07. SUB-CONTRACT:** The Contractor shall not sub-let any portion of the contract without the prior written approval of the BHEL.
- 08. COMPLIANCE TO REGULATIONS AND BY-LAWS:** 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.
- 09. GOODS & SERVICE TAX (GST) REGISTRATION & COMPLIANCE**
1. Supplier shall mention their GSTN registration number in all their invoices 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 SAP invoice no, commercial invoice no etc., then the Invoice No which is linked/uploaded in GSTN network shall be clearly indicated), item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, etc.
  2. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
  3. A declaration to the effect that all invoice particulars are/were uploaded in the GSTN network/ portal & all tax liability as per GST rules and regulations have been and will be discharged, shall be mentioned in the invoice. If not mentioned in the invoice, a separate declaration shall be submitted as per the requirement of BHEL.
  4. In case of discrepancy in the data uploaded by 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. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal) for the shortages or rejections in the suppliers, within the calendar month notified by BHEL.
- For any such delay in availing of tax credit for reasons attributable to supplier (as mentioned above), interest (calculated @ SBI Base Rate + 6%) along with penalty if any will be deducted for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills.
- 10. SECURITY DEPOSIT**
- Amount of 5% of the contract value (Excluding GST) shall be deposited before start of the Work as Security Deposit. Failure to remit the Security Deposit shall be treated as failure to discharge the duties under the contract and shall result in cancellation of the contract and the bidder shall be liable to compensate BHEL for any loss. EMD in such cases shall be forfeited.

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

Place  
Date

Signature of the Bidder  
(Name & Address with seal)





# Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

Tender No: PPPU: WC:19:005

## Tender Notice

Dt. 12.06.2019

- i. Remittance through online SBI-State Bank Collect.
- ii. Pay Order, Demand Draft in favour of BHEL.
- iii. Local cheques of scheduled banks, subject to realization.
- iv. Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).
- v. Bank Guarantee (As per Annexure-2) from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL and with minimum validity covering the contract period + 2 months & maintenance period if any.
- vi. In order to ensure the genuineness of BG's, the BG's are to be sent directly by the concerned bank through registered post to CONTRACTS DEPT/PPPU, BHEL Thirumayam.
- vii. Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back and with minimum validity covering the contract period & maintenance period if any.
- viii. Security deposit can also be recovered at the rate of 10% from the running bills. However, in such cases at least 50% of the Security Deposit should be paid before commencement of work (any of the above form) and the balance 50% may be recovered from the running bills.
- ix. For contract value less than Rs 20 lakh, work may be started after issue of LOI without remittance of SD. From the first bill, 50% of SD will be collected, and the balance will be recovered from the running bills at the minimum rate of 10% of gross SD.

**The security deposit shall not carry any interest.**

**The Earnest Money paid at the time of tender will be adjusted as part of the Security Deposit** and the balance amount will be collected from the contractor as mentioned above.

Security Deposit shall not be refunded except in accordance with the terms of the Contract or Agreement.

No interest shall be allowed on Security Deposits. 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.

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 there from 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.

11. **REFUND OF SECURITY DEPOSIT:** 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 the "Refund of Security Deposit" format.

## 12. **CONTRACTOR'S SUPERVISION:**

- a) The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to the HOD/Executing Dept., to act in his stead.
- b) 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.

Place  
Date

Signature of the Bidder  
(Name & Address with seal)



# Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

Tender No: PPPU: WC:19:005

## Tender Notice

Dt. 12.06.2019

- c) The Contractor or his accredited agent shall attend when required without making any claim for doing so, either the office of the Executive/CONTRACTS or the OFFICER-INCHARGE, to receive instructions.
- d) BHEL-PPPU, THIRUMAYAM shall 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.

### **13. LABOUR:**

The Contractor shall remain liable for the payment of all wages or other moneys to his work-people or employees under the payment of Wages Act 1936, Employees Liability Act. 1938, Workmen's Compensation Act 1923 or any other Act or enactment, relating thereto and rules framed, there under from time to time.

- 14. PRECAUTIONS AGAINST RISK:** 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.

- 15. DAMAGE & LOSS TO PRIVATE PROPERTY & INJURY TO WORKMEN :** The Contractor shall at his own expense reinstate and make good to the satisfaction of the HOD/Executing Dept., 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.

### **16. LAWS GOVERNING THE CONTRACT:**

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

- (i) Should 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 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.
- (ii) No BHEL employee and their dependents are eligible to submit their offer against this tender.

- 17. CANCELLATION OF CONTRACT FOR CORRUPT ACTS:** 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 extend as provided in the case of cancellation for default.

If the Contractor shall: -

- o 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
- o 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.

Place  
Date

Signature of the Bidder  
(Name & Address with seal)



# Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

Tender No: PPPU: WC:19:005

## Tender Notice

Dt. 12.06.2019

OR

- o 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.

### **18. 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,

- 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

- 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,

OR

- 3) Assigns, Transfers, Sub-lets or attempts to assign, transfer or sub-let any portion of the work without the prior written approval of the BHEL.

OR

- 4) Fails to carry out the work and unauthorized absence for more than 3 days.

- 5) Whenever BHEL exercise the authority to cancel the contract under these 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 EXECUTIVE/CONTRACTS/PPPU 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 HOD/Contracts Dept. or his authorized representative, or the same shall be recovered from the Contractor by other means.

- 6) 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 HOD/Executing Dept. & Contracts Dept., whose decision shall be final and conclusive.

### **19. CANCELLATION OF CONTRACT IN PART OR FULL FOR CONTRACTOR'S DEFAULT:**

**If the Contractor:**

- o makes default in carrying out the work as directed and continues in that state after a reasonable notice from HOD/Executing Dept., or his authorised representative;
- o fails to comply with any of the Terms and Conditions of the contract or after reasonable notice in writing with orders properly issued there under;
- o 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

Place

Date

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(Name & Address with seal)



# Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

Tender No: PPPU: WC:19:005

## Tender Notice

Dt. 12.06.2019

condition BHEL may complete the work at the contractor's risk and cost (as certified by HOD/Executing Dept., 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 HOD/Contracts Dept. or his authorized representative 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 HOD/Executing Dept. & Contracts Dept., whose decision shall be final and conclusive.

**20. TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR:**

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.

**21. SPECIAL POWER TO TERMINATION:** If at any time after the award of contract, BHEL shall for any reason whatsoever not require whole or any part of the work to be carried out, the HOD/Contracts Dept. or his authorized representative, shall give notice in writing of the fact to the Contractor who 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.

**22. RECOVERY FROM CONTRACTOR:** 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 he shall pay the claim on demand.

**23. POST TECHNICAL AUDIT OF WORK AND BILLS:** - BHEL 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. However, no such recovery shall be enforced after three years of passing the final bill.

**24. PREFERENCE TO MAKE IN INDIA: For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if it is issued after this NIT but before finalization of contract / PO / WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and / or local content in respect of this procurement, same shall be applicable.**

**25. FORCE MAJEURE CLAUSE:** 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 therefore 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/Contracts/PPPU subject to prompt notification by the contractor.

Place  
Date

Signature of the Bidder  
(Name & Address with seal)



# Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

Tender No: PPPU: WC:19:005

## Tender Notice

Dt. 12.06.2019

### **26. ARBITRATION & CONCILIATION:**

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 the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Unit/Region/Division issuing the Contract.

The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be Pudukkottai.

The cost of arbitration shall be borne as per the award of the Arbitrator.

Subject to the arbitration in terms of Clause above, the Courts at Pudukkottai shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.

Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations 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.

In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable: In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred by either Party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the Parties to the dispute, provided, however, any Party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the Parties hereto finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

### **27. JURISDICTION:**

In case of any suit or other legal proceedings arising under or relating to this Contract, the courts at Pudukkottai, Tamil Nadu only shall have the Jurisdiction and is only after exhausting the, Arbitration, Clause 26.

### **28. SIGNING OF CONTRACT:** 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.

Place  
Date

Signature of the Bidder  
(Name & Address with seal)





# Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

Tender No: PPPU: WC:19:005

## Tender Notice

Dt. 12.06.2019

### **29. SECRECY OF CONFIDENTIAL INFORMATION:**

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.

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 unauthorized activity.

### **30. STATUTORY REQUIREMENTS:**

(a) 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 (Regulation and Abolition) Act 1970, Payment of Bonus Act 1965, Income Tax Act, GST / SGST / IGST / UTGST Act and all other applicable Acts shall be complied with by the Contractor.

(b) 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.

(c) 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.

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

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

### **31. REGISTERS & RECORDS:**

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.

### **32. REMOTE TRANSACTIONS:**

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.

### **33. CHANGE IN CONSTITUTION OF FIRM:**

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

Place  
Date

Signature of the Bidder  
(Name & Address with seal)



# Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

Tender No: PPPU: WC:19:005

## Tender Notice

Dt. 12.06.2019

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.

### **34. FRAUD PREVENTION POLICY:**

The Bidder along with its associate / collaborators / sub-contractors / 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 any fraud or suspected fraud as soon as it comes to their notice.

### **35. COMMON TERMS AND CONDITIONS FOR WORKS CONTRACT RELEVANT TO SAFETY**

1. 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.
2. Contract 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.
3. Excessively loose-clothing, dhoti/Lungi is prohibited especially around rotating or moving equipment.
4. 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.
5. Fire-fighting, emergency shutdown devices, and life-saving equipment, should not be blocked by the contractor/employees and access to the path to this equipment should be maintained at all times.
6. 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.
7. Smoking is not allowed in work area.
8. It is recommended that the contractor should know & display the emergency phone numbers like Fire, Ambulance, Safety, Security etc. at their work area.
9. 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.

### **36. SAFETY CONDITIONS: Tamil Nadu Factories Rules, 1950**

- 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.
- 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.
- 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.
- 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.

The following safety measures (whichever is applicable ) should be strictly adhered to during execution of works at sites.

1. Providing the working platform with toe board and handrail for continuous working at heights.
2. Providing safety belt and life line at all times for men working at heights.
3. Providing dust or fume respirator in places where dust and fume concentration exists.
4. Providing goggles and welding screens.

Place  
Date

Signature of the Bidder  
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# Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

Tender No: PPPU: WC:19:005

## Tender Notice

Dt. 12.06.2019

5. Providing acid and alkali proof rubber gloves for handling acid and alkali and chemical which are corrosive.
6. Providing rubber gloves for working on electrical works.
7. Ensuring proper lashing of the components while being transported in vehicles.
8. The vehicles must have side supports or have body to support the materials conveyed.
9. The materials should not be allowed to extend or overflow the sides of the vehicles.
10. Materials should not be allowed to overhang from the rear edge of the body of the vehicle.
11. Driver of the vehicle must possess license.
12. Vehicle must not be overloaded prescribed limits.
13. Red flags and lights for parts projecting from the body of vehicle must be provided.
14. The speed restrictions within the factory premises must be strictly adhered to.
15. The gas cylinders must be always handled on trolleys or kept tied down not in use. They should never be rolled as Roller for conveying.
16. Cylinders should not be used without regulators.
17. All excavations must be barricaded and red lamps must be provided.
18. All electrical connections must be properly earthed.
19. No work should be taken up for execution inside shop floor, without obtaining necessary work permit.
20. Providing helmet, safety belt, etc., for high level work and sufficient number of Industrial Safety nets at appropriate level to safeguard the persons working at high level particularly in trusses, girders, roofing etc., of industrial and high roof buildings.
21. The contractor should maintain a register regarding the driver license particulars.
22. All personal protective equipment conform with standard specification as per the details given in the code of conduct.
23. Contractor including their sub-contractors, agents and labour engaged on the work are required to scrupulously adhere to the safety regulations, safety precautions and measures. Any violation thereof will invite punitive action being taken against them. Also contractors with frequent violations of safety regulations will not be entrusted with further work in this organization.

### **37. Safety precautions to be observed while transporting materials: -**

#### **A) VEHICLE :**

- 1) Vehicles carrying material should have proper registration documents and must be produced on demand by our Security Staff.
- 2) The light on right side, i.e over the driver's cabin shall be in working condition.
- 3) Both the head lights as well as park lamps must be in working conditions.

#### **B) MOVEMENT OF VEHICLE:**

- 1) The vehicle should not travel at more than 20 kmph in our premises.
- 2) The Driver of the vehicle must possess heavy duty license and produce on demand by the Security Staff.
- 3) Vehicles carrying inflammable liquid in the tank containers should have grounding chain or the tank should be coated with insulating material also to avoid static electricity.
- 4) In road junctions, speed breakers and railway crossing, the speed should be lowered and vehicle should proceed cautiously.

Place  
Date

Signature of the Bidder  
(Name & Address with seal)



# Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

Tender No: PPPU: WC:19:005

## Tender Notice

Dt. 12.06.2019

- 5) The driving should “KEEP TO THE LEFT” at all places.
- 6) The vehicle should not be parked in road which could obstruct the vehicular traffic.
- 7) No person other than driver should be allowed to sit or stand on the prime mover or trailer.
- 8) The vehicle should pass only through the approved routes. Short cuts should be forbidden.
- 9) There must be a safe distance behind another moving truck.
- 10) The driver should avoid making quick starts, jerky stops or quick turns at excessive speed.

### **38. SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS /CONTRACTORS:**

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”.

### **39. GENERAL**

The vehicles should not be moved directly inside the production building in case the materials are to be unloaded there. But the vehicle should be parked outside the building and the driver should ascertain the passage as well as the unloading points with the help of shop officials. This will avoid the congestion of blocking of traffic in the gangway.

### **40. NOTICE OF ACCIDENTS:**

1) Notwithstanding anything contrary to this, in the event of accident the contractor shall be required to fill injury report and submit the Engineer in charge immediately and ensure the compliances of ESI / Workmen’s compensation Act, Factories Act and Rules made thereunder. He shall also maintain a register of accident as per the Act.

2) 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 Contract shall comply with the provisions of the Workmen’s Compensation Act 1923. (This should be read in conjunction with the provisions of ESI Act)

### **41. Government Law’s Covering Under This Contract:**

The Contractor shall in respect of Personnel employed by him either directly or through sub-Contractors, comply with or cause to be complied with following statutory provisions and rules and in regard to all matters provided therein.

### **42. The Contract Labour (Regulation & Abolition) Act 1970 and the related Rules:**

- 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)
- m. The Industrial Disputes Act 1947

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

Place  
Date

Signature of the Bidder  
(Name & Address with seal)



# Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

Tender No: PPPU: WC:19:005

## Tender Notice

Dt. 12.06.2019

### **43. Biometric Entry/Exit System for Contractor's Workmen:**

- i. The Entry/Exit of the employees engaged by contractor is to be regulated only through Biometric system.
- ii. The Contractor initially will be issued with a temporary gang pass for his/ her employees for a period of ten days.
- iii. The contractor should arrange photo coverage for all his/her employees within the above stipulated time.
- iv. The contractor has to submit FORM-I for all his/her contract employees. All the particulars required in FORM-I are to be provided by the contractor without fail.
- v. Every employee of the Contractor shall be provided with Employment Card as per Form XIV (as per Rule 76 of the Contract Labour (Central) Rules, 1971 and the contractor shall instruct its employees to carry the Employment Card as well as Entry Card without fail, while entering/exiting factory.
- vi. The contractor should educate his employees in registering the attendance through the system.
- vii. Whenever a contract employee migrates or leaves service of the contractor, the contractor has to surrender the biometric card of the particular employee to Contract Cell with immediate effect, without fail.
- viii. On completion of the work, the contractor has to surrender all the biometric entry cards issued to its employees 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.
- ix. If any contract employee lose his/her entry card, the contractor shall arrange a duplicate entry card for the employee by paying an amount of Rs.100/-.
- x. The Contractor is totally responsible for the biometric cards issued to his/ her employee.
- xi. The Contractor has to indemnify BHEL for all the damages and losses caused by his/her employees.

### **44. 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:**

- a) Victim: Any person who suffers permanent disablement or dies in an accident as defined below
- b) Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during manufacturing / operation and works incidental thereto at BHEL factories / offices and precincts thereof, project execution, erection and commissioning services, repairs and maintenance, trouble shooting, serving, 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.
- c) Compensation in respect of each of the victims:
  - i) In the event of death or permanent disability resulting from Loss of both limbs: Rs. 10,00,000/- (Rs. Ten Lakh)
  - ii) In the event of other permanent disability: Rs. 7,00,000 (Rs. Seven Lakh)
- d) Permanent Disablement: A disablement that is classified as a permanent total disablement under provision to Section 2(I) of the Employee's Compensation Act, 1923

Place  
Date

Signature of the Bidder  
(Name & Address with seal)





# Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

Tender No: PPPU: WC:19:005

## Tender Notice

Dt. 12.06.2019

### **CERTIFICATE FORMAT FOR MSE VENDOR TO OBTAIN FROM CHARTERED ACCOUNTANT:**

***(To be submitted in Chartered Accountant letter head)***

This is to certify that M/s. \_\_\_\_\_ (hereinafter referred to as 'company') having its registered office at \_\_\_\_\_ is registered under MSMED Act 2006, (Entrepreneur Memorandum No (Part II)) / Udyog Aadhar Memorandum \_\_\_\_\_ dtd. \_\_\_\_\_, Category: \_\_\_\_\_ (Micro/Small). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year \_\_\_\_\_ as per MSMED Act 2006 is as follows:

- 1. For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No. S.O.1722(E) dated October 5, 2006):  
₹ \_\_\_\_\_ Lacs
- 2. For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act 2006):  
₹ \_\_\_\_\_ Lacs

**(Strike off whichever is not applicable)**

The above investment of ₹ \_\_\_\_\_ Lacs is within permissible limit of ₹ \_\_\_\_\_ Lacs for \_\_\_\_\_ Micro / Small (Strike off which is not applicable) Category under MSMED Act 2006.

Or

The company has been graduated from its original category (Micro/Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is ..... (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name:

Membership number:

Seal of Chartered Accountant

Place  
Date

Signature of the Bidder  
(Name & Address with seal)



# Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

Tender No: PPPU: WC:19:005

## Tender Notice

Dt. 12.06.2019

### **CERTIFICATE OF COMPLIANCE**

**(To be submitted in bidder's letter head)**

To

Senior Manager / Contracts  
Power Plant Piping Unit,  
BHEL - Thirumayam-622 507.

Sir,

We have carefully read the tender specifications of the above tender and have understood the technical requirements, terms and conditions to the above tender which consists of

1. Pre-Qualification criteria,
2. Scope of Contract,
3. Work Specific Terms & Conditions,
4. Commercial Terms & Conditions,
5. Conditions Related to The Welfare of Labors
6. General Terms and Conditions.
7. Technical Bid
8. PRICE BID Format
9. Annexures on Service timings, Menu details, PPEs.etc
10. RTGS/NEFT Format

We agree to carry out the contract works tendered at the rates as offered in the Price Bid format submitted by us and in accordance to the terms and conditions of the BHEL tender.

#### **Declaration:**

- If the contract is awarded to us the prices shall be kept firm till the completion of contract.*
- I/We (including all partners) certify that I/We have read the Terms and conditions and shall abide by them.*
- I/We certify that the information given above is true to the best of our knowledge. I/We also understand that if any of the information is found wrong, I/We am/are liable to be debarred.*
- I/We certify that I/We will not get myself / ourselves registered as contractor(s) in BHEL under more than one name.*
- I/We declare that we don't have any deviations to the tender terms and conditions.*

Place  
Date

Signature of the Bidder  
(Name & Address with seal)



# Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

Tender No: PPPU: WC:19:005

## Tender Notice

Dt. 12.06.2019

### RTGS/NEFT FORM

To  
THE PURCHASE/CONTRACT EXECUTING AGENCY/BHEL

### ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS TRANSFER

01	Name & Address of the Supplier / Sub-contractor	
02	VENDOR CODE assigned by BHEL	
Details of Bank Account:		
03	NAME & ADDRESS OF THE BANK	
04	NAME OF THE BRANCH	
05	BRANCH CODE	
06	MICR CODE	
07	ACCOUNT NUMBER	
08	TYPE OF ACCOUNT	CURRENT A/C / OD / CASH CREDIT
09	BENEFICIARY'S NAME	
10	IFSC CODE OF THE BRANCH	
11	EMAIL ID	
12	TELEPHONE/MOBILE NO.	

### **CERTIFICATE**

I / We hereby agree to receive the payments due from BHARAT HEAVY ELECTRICALS LIMITED by the National Electronic Funds Transfer and / or RTGS Transfer mode by credit to my / our above mentioned Bank Account. I / We also agree that payments made to the above mentioned Account is a valid discharge of the liability of Bharat Heavy Electricals Limited. I / We also agree to bear the applicable Bank Charges for the above mode of transfer. Original cheque leaf/cancelled cheque leaf /Xerox copy of the above account is sent herewith.

AUTHORISED SIGNATORY WITH NAME SEAL

### **Banker's Certification**

We confirm that we are enabled for receiving RTGS and NEFT credits and we further confirm that the account number of \_\_\_\_\_ (name of account holder), the signature of the authorized signatory and the MICR and IFSC codes of our Branch mentioned above are correct.

PLACE:  
DATE:

(Manager / Officer's)  
Signature Under Bank stamp and Name Seal  
with Membership No :  
(Telephone / Mobile No)

Forwarded to Accounts Dept.

We confirm the above details are verified with the records available with us.  
Signature of the BHEL Executive with Name Seal (Operating the Contract/Services)

Place  
Date

Signature of the Bidder  
(Name & Address with seal)



# Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

Tender No: PPPU: WC:19:005

## Tender Notice

Dt. 12.06.2019

### Annexure-1

#### **PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT (EMD)** **(On non-Judicial paper of appropriate value)**

**Bank Guarantee No.....**  
**Date.....**

**To**  
(Employer's Name and Address)  
.....

Dear Sirs,

In accordance with the terms and conditions of Invitation for Bids/Notice Inviting Tender No.....<sup>1</sup>(Tender Conditions), M/s. .... having its registered office at .....<sup>2</sup> (hereinafter referred to as the 'Tenderer'), is submitting its bid for the work of.....<sup>3</sup> invited by .....<sup>4</sup>(name of the Employer) through its Unit at .....

The Tender Conditions provide that the Tenderer shall pay a sum of Rs ..... as Earnest Money Deposit in the form therein mentioned. The form of payment of Earnest Money Deposit includes Bank Guarantee executed by a Scheduled Bank.

In lieu of the stipulations contained in the aforesaid Tender Conditions that an irrevocable and unconditional Bank Guarantee against Earnest Money Deposit for an amount of .....<sup>5</sup> ..... is required to be submitted by the Tenderer as a condition precedent for participation in the said Tender and the Tenderer having approached us for giving the said Guarantee,

We, the .....[Name & address of the Bank]  
.....having our Registered Office at  
.....(hereinafter referred to as the Bank) being the Guarantor under this Guarantee, hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer without any demur, merely on your first demand any sum or sums of Rs..... <sup>5</sup>  
.....(in words Rupees.....) without any reservation, protest, and recourse and without the beneficiary needing to prove or demonstrate reasons for its such demand.

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.  
.....

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Vendor/Contractor/Vendors in any suit or proceeding pending before any Court or Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment hereunder and the Tenderer shall have no claim against us for making such payment.

We ..... Bank further agree that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Tender or to extend the time of submission of from time to time or to postpone for any time or from time to time any of the powers

Place  
Date

Signature of the Bidder  
(Name & Address with seal)



# Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

Tender No: PPPU: WC:19:005

## Tender Notice

Dt. 12.06.2019

exercisable by the Employer against the said Tenderer and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Tenderer or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Tenderer or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Tenderer and notwithstanding any security or other guarantee that the Employer may have in relation to the Tenderer's liabilities.

This Guarantee shall be irrevocable and shall remain in force upto and including.....**6** and shall be extended from time to time for such period as may be desired by the Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Tenderer but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms hereof. However, unless a demand or claim under this Guarantee is made on us in writing on or before the ..... **7** we shall be discharged from all liabilities under this Guarantee.

We, ..... Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....**5**.....
- b) This Guarantee shall be valid up to .....**6**
- c) Unless the Bank is served a written claim or demand on or before .....**7** all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.
- d) **Any claim or dispute arising under the terms of this document shall be enforced or settled only in the courts in PUDUKKOTTAI located in TAMILNADU**

We, ..... Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of

(Name of the Bank)

Date.....

Place of Issue.....

***1 Details of the Invitation to Bid/Notice Inviting Tender***

***2 Name and Address of the Tenderer***

***3 Details of the Work***

***4 Name of the Employer***

***5 BG Amount in words and Figures***

***6 Validity Date***

***7 Date of Expiry of Claim Period***

Place

Date

Signature of the Bidder  
(Name & Address with seal)



# Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

Tender No: PPPU: WC:19:005

## Tender Notice

Dt. 12.06.2019

### Notes:

1. The Bank Guarantee shall be valid for at least six months.
2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Contractor/sub-contractor /vendor/ Bank issuing the guarantee.

### 4. In Case of Bank Guarantees submitted by Foreign Vendors.

**a. From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India)** can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.

### **b. From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor Country's Bank)**

**b.1** In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank's (BHEL's Consortium Bank) branch in India. It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.

**b.2** In case, **Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank** (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.

**b.3** The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). The BG Format provided to them should clearly specify the same.

Place  
Date

Signature of the Bidder  
(Name & Address with seal)





# Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

Tender No: PPPU: WC:19:005

## Tender Notice

Dt. 12.06.2019

### Annexure-2

#### **PROFORMA OF BANK GUARANTEE (in lieu of SECURITY DEPOSIT)**

In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at New Delhi <sup>1</sup> through its Unit at Tiruchirappalli having agreed to exempt (Name of the Vendor / Contractor / Vendors) with its registered office at \_\_\_\_\_ <sup>2</sup> (hereinafter called the said "Contractor" which term includes vendors), from demand under the terms and conditions of the Contract reference No. \_\_\_\_\_ dated \_\_\_\_\_ <sup>3</sup> valued at Rs. .... <sup>4</sup> ( Rupees -----) <sup>4</sup> (hereinafter called the said Contract), of Security Deposit for the due fulfilment by the said Contractor of the terms and conditions contained in the said Contract, on production of a Bank Guarantee for Rs. \_\_\_\_\_ <sup>5</sup> (Rupees \_\_\_\_\_ only),

we \_\_\_\_\_ (indicate the name and address of the Bank) having its Head Office at \_\_\_\_\_ (address of the head Office) (hereinafter referred to as the Bank), , at the request of \_\_\_\_\_ [Contractor(s)], being the Guarantor under this Guarantee, do hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer, , an amount not exceeding Rs. \_\_\_\_\_ without any demur, immediately on demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand

Any such demand made on the bank, shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

The payment so made by us under this guarantee shall be a valid discharge of our liability for payment hereunder and the Contractor(s) shall have no claim against us for making such payment.

We, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied & the Employer certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said contractor(s) or acceptance of the final bill or discharge of this guarantee by the Employer, whichever is earlier. This guarantee shall initially remain in force upto and including \_\_\_\_\_ <sup>6</sup> and shall be extended from time to time for such period as may be desired by the Employer. Unless a demand or claim under this guarantee is made on us in writing on or before the \_\_\_\_\_ <sup>7</sup>, we shall be discharged from all the liability under this guarantee thereafter.

Place  
Date

Signature of the Bidder  
(Name & Address with seal)



# Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

Tender No: PPPU: WC:19:005

## Tender Notice

Dt. 12.06.2019

We, \_\_\_\_\_ (indicate the name of the Bank) further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

We,..... BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed..... <sup>5</sup>
- b) This Guarantee shall be valid up to ..... <sup>6</sup>
- c) Unless the Bank is served a written claim or demand on or before ..... <sup>7</sup> all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.
- d) **Any claim or dispute arising under the terms of this document shall be enforced or settled only in the courts in PUDUKKOTTAI located in TAMILNADU**

We, \_\_\_\_\_ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

Date \_\_\_\_\_ Day of \_\_\_\_\_

for \_\_\_\_\_ (indicate the name of the Bank)

(Signature of Authorised signatory)

Place  
Date

Signature of the Bidder  
(Name & Address with seal)



# Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

Tender No: PPPU: WC:19:005

## Tender Notice

Dt. 12.06.2019

1. ADDRESS OF THE EMPLOYER. I.e Bharat Heavy Electricals Limited
2. ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.
3. DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE
4. CONTRACT VALUE
5. BG AMOUNT IN FIGURES AND WORDS
6. VALIDITY DATE
7. DATE OF EXPIRY OF CLAIM PERIOD

### Note:

1. The Bank Guarantee should have a minimum validity covering the contract period + 2 months & maintenance period if any.
2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/Supplier /Bank issuing the guarantee.
3. **In Case of Bank Guarantees submitted by Foreign Vendors-**
  - a. **From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India)** can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.
  - b. **From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor Country's Bank)**
    - b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter-Guarantee by Foreign Bank in favour of the Indian Bank's (BHEL's Consortium Bank) branch in India. It is advisable that all charges for issuance of Bank Guarantee/ counter-Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.
    - b.2 **In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at sl.no. b.1 will required to be followed.**

The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). The BG Format provided to them should clearly specify the same.

Place  
Date

Signature of the Bidder  
(Name & Address with seal)



# Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

Tender No: PPPU: WC:19:005

## Tender Notice

Dt. 12.06.2019

### LIST OF CONSORTIUM BANKS IN INDIA

List of Consortium Bank			
	Nationalised Bank		Nationalised Bank
1	Allahabad bank	19	Vijaya Bank
2	Andhra bank		<b>Public Sector Banks</b>
3	Bank of Baroda	20	IDBI
4	Canara Bank		<b>Foreign bank</b>
5	Corporation bank	21	CITI Bank N.A
6	Central bank	22	Deutsche Bank AG
7	Indian Bank	23	The Hongkong and Shanghai Banking Corporation Limited
8	Indian Oversea Bank	24	Standard Chartered Bank
9	Oriental bank of Commerce	25	J P Morgan
10	Punjab National Bank		<b>Private banks</b>
11	Punjab & Sindh Bank	26	Axis Bank
12	State Bank of India	27	The Federal Bank Limited
13	State Bank of Hyderabad	28	HDFC
14	Syndicate Bank	29	Kotak Mahindra Bank
15	State Bank of Travancore	30	ICICI
16	UCO Bank	31	Indusind Bank
17	Union Bank of India	32	Yes Bank
18	United Bank of India		

- (1) It should be typed in the Rs. 100 value of stamp paper.
- (2) It should be signed by TWO bank officials with Rubber stamp containing names & employee numbers of bank officials.
- (3) It should be submitted with bank covering letter with sign and seal of the bank official.
- (4) Bank Guarantee issued by any of the Consortium Banks only will be accepted by BHEL.

Place  
Date

Signature of the Bidder  
(Name & Address with seal)



# Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

Tender No: PPPU: WC:19:005

## Tender Notice

Dt. 12.06.2019

### **GENERAL DETAILS:**

***(To be submitted in Bidder's letterhead)***

01	Name and full address of the Company / Firm	
02	Name of contact Person with Designation	
03	Contact Details:	
	Landline No.	
	Mobile No.	
	email ID:	
04	Local Office Address with Contact person, Phone No., Mobile No., email ID, Fax No. (If any)	
05	Vendor code allotted by BHEL if any	
<b><u>Staff Details</u></b>		
06	STAFF STRENGTH (available with the contractor)	Catering qualified:
		For Administration / accounts:
		Housekeeping / Cleaning workmen
07	Minimum Crew Strength required for this contracts (No of Persons)  Refer point II. 5 in Tender Terms and Conditions	Administrator(Supervisor) : 01 Catering supervisors(Supervisor) : 04 Cook (Skilled) : 03 cook assistants (Unskilled) : 06 Serving staff for top officials (Unskilled) : 04 Housekeeping Staff(Unskilled) : 12 Servicing Staff (Unskilled) : 16 <b>TOTAL crew strength: 46</b> Housekeeping crew shall be in separate uniform.

- i) ***I/We are not blacklisted or banned by any State or Central Govt. organizations / Public Sector Units on any grounds as on date.***
- ii) ***I / We accept that "On award of contract, I /We shall comply with all the statutory requirements of PF and ESI / GI rules & regulations for their workmen deputed for this work."***

Place  
Date

Signature of the Bidder  
(Name & Address with seal)



## Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

Tender No: PPPU: WC:19:005

### Tender Notice

Dt. 12.06.2019

### **Annexure: X**

## **Letter of Self Declaration**

*(To be submitted in Bidder's letterhead)*

We , \_\_\_\_\_ (Bidder's Name,) hereby declare the following if the contract is awarded to us :

a) We will commence the service within 5 working days from the date of issue of Letter of Intent.

b) We will submit the required FSSAI license in the jurisdiction where Thirumayam is covered before submission of 1st bill.

Place  
Date

Signature of the Bidder  
(Name & Address with seal)





# Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

Tender No: PPPU: WC:19:005

## Tender Notice

Dt. 12.06.2019

### TECHNICAL BID

### ANNEXURE – A

S NO	CRITERIA	BIDDER'S RESPONSE
1.	EMD PAYMENT (₹ 5,48,200/- )	FDR No /DD No/SBI Collect Ref no. _____ Date _____ Drawn from _____ (Bank) for Rs. _____/ only)
2.	The contractor should have an Income Tax Registration (PAN). (Details of self- attested copy to be furnished)	PAN No. _____ (Proof to be attached)
3.	Goods & Service Tax (GST) registration / Application Reference Number. (copy of registration details indicating GSTIN/ARN to be submitted along with offer. (If any specific exemption is available, a declaration with due supporting documents need to be furnished for considering the offer).	Regn. No. – _____ (Proof to be attached)
4.	Company Status (Proprietorship/ Partnership Firm/LLP/One-person Company/Private Limited Company/Public Limited Company/Trust/Society) (Proof to be attached)	Company status: (Proof to be attached)
5.	The bidder shall hold a valid food business operator license under food safety and standards Act 2006 (FSSAI).	(Proof to be attached)
6.	The Bidder / Vendor shall have either of the three following experience during last 7 years ending 30.04.2019. a) 3 similar completed works costing each not less than Rs. 1,09,62,263/- (Or) b) 2 similar completed works costing each not less than Rs. 1,37,02,828/-. (Or) c) 1 similar completed work costing not less than Rs. 2,19,24,525/-. Note: Similar works means " Performing Industrial / Institutional canteen services with not less than 500 users (by providing Labor, Material & Service) in round the clock cooking and serving at client(s) premises". Proof of WO / PO may be attached for	(Proof to be attached)

Place  
Date

Signature of the Bidder  
(Name & Address with seal)



# Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

Tender No: PPPU: WC:19:005

## Tender Notice

Dt. 12.06.2019

	<i>BHEL Experience. Proof for Experience from any organization other than BHEL to be supported by TDS (Tax Deducted at Source) certificate issued by the organizations OR Form 26 AS OR bank statement for transaction of payment.</i>	
7.	<i>Average Annual financial turnover during any 3 consecutive years in the last 5 years ending FY 2017-18 (FY 13-14 to FY 17-18 i.e., AY 14-15 to 18-19) or should be at least Rs.65,77,357/-. (P&amp;L account, balance sheet certified by the Chartered Accountant with CA membership number and relevant self-attested income tax return to be attached.)</i>	<i>(Proof to be attached)</i>
8.	<i>Letter of self –declaration (Annexure X) in bidder's letter head a) For Commencement of service within 5 working days from the date of issue of LOI and b) Before submission of the first bill, FSSAI license will be submitted in the jurisdiction where Thirumayam is covered.</i>	<i>(Proof to be attached in bidder's letter head as per Annexure X)</i>
9.	<i>On award of contract, the successful bidder shall comply with all the statutory requirements of PF and ESI / GI rules &amp; regulations for their workmen deputed for this work.</i>	<i>(To be accepted as in "General Details" which is to be submitted in bidder's letterhead)</i>
10.	<i>Applicable GST rate</i>	<i>_____ %</i>
11.	<i>Blacklisted or banned by any State or Central Govt. organizations / Public Sector Units on any grounds as on date.</i>	<i>(To be declared as in "General Details" which is to be submitted in bidder's letterhead)</i>
12.	<i>Duly signed certificate of compliance in bidder's letter head shall be attached.</i>	<i>(To be submitted in bidder's letter head)</i>

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Tender No: PPPU: WC:19:005

## Tender Notice

Dt. 12.06.2019

13.	<i>Willingness to participate in Reverse Auction(RA)</i>	<i>Accepted / Not accepted</i>
14.	<i>MSE Vendor status obtained</i>	<i>Yes / No (If Yes, copies of NSIC/EM II/Udyog Aadhar Memorandum notarized or attested by a Gazette officer to be submitted. In case UA Memorandum the same shall be supported with CA Certificate dated within ONE year)</i>

**NOTE: All supporting documents pertaining to the above Criteria (Balance sheets, P&L account statements, ITRs, Experience certificate photocopies, Form 26 AS, Copies of UAM / NSIC / EM II) are to be self - attested & stamped in each page by the bidder for further evaluation.**

Place  
Date

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Tender No: PPPU: WC:19:005

## Tender Notice

Dt. 12.06.2019

ANNEXURE – A5 SERVICE TIMINGS AND MENU DETAILS													
Sl. NO.	1	2		3		4	5			6	7	8	
Days	Tea/Coffee	Breakfast	Qty	Tea/ Coffee	Qty	Lunch	Tea/Coffee	Tea/Coffee	Qty	Dinner	Midnight Tea	Midnight Tiffin	Qty
	05.00- 5.15 hrs	07.15- 07.45 hrs		09.50 - 10.00 hrs		12.15 - 12.45hrs	14.40 - 14.50 hrs	18.00-18.10 hrs		20 .15 to 20.45 hrs	23.15-23.25hrs	02.30-03.00 hrs	
Sunday	Tea/Coffee*	White Rava Upma	100 gm.	Tea/ Coffee*	140 ml.	Meals	Tea/Coffee*	Tea/Coffee*	140 ml.	Meals	Milk/Tea #	Oothappa m - 3Nos (1 Nos - 100gm)	300 gm
		Oothappam - 2 Nos, Garlic chutney, Coconut Chutney & Sambar	200 gm.										
		Mysore Bonda - 2 Nos	50 gm.	Good Day 3Nos&	50 gm.		Kara Boondi%	Good Day& 3Nos	50 gm.			Tea/Milk \$	
		Tea/Coffee	140 ml.										
Monday	Tea/Coffee*	Pongal	100 gm.	Tea/ Coffee*	140 ml.	Meals	Tea/Coffee*	Tea/Coffee*	140 ml.	Meals	Milk/Tea #	Idly - 6 Nos (2 Nos- 100gm)	300 gm
		Oothappam - 2 Nos , Mint chutney, Coconut Chutney & Sambar	200 gm.										
		Medhu Vada - 2 Nos	50 gm.	Nutri Choic e& 3Nos Britania	50 gm.		Patani%	Nutri Choice& 3Nos Britania	50 gm.			Tea/Milk \$	
		Tea/Coffee	140 ml.										

Place  
Date

Signature of the Bidder  
(Name & Address with seal)  
Page 44 of 60



# Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

Tender No: PPPU: WC:19:005

## Tender Notice

Dt. 12.06.2019

Tuesday	Tea/Coffee	Poori – 3 Nos Potato Kilangu masala	100 gm.	Tea/ Coffee*	140 ml.	Meals	Tea/Coffee*	Tea/Coffee*	140 ml.	Meals	Milk/Tea #	Oothappa m - 3Nos (1 Nos - 100gm)	300 gm
		Idly - 4 Nos, Coconut chutney & Sambar	200 gm.										
		Sweet pongal	50 gm.	Milk Bikis& 4Nos	50 gm.		Pea Nut% Boiled	Milk Bikis& 4Nos	50 gm.			Tea/Milk \$	
			140 ml.										
		Tea/Coffee											
Wednesday	Tea/Coffee*	Wheat Rava Upma	100 gm.	Tea/Coff ee	140 ml.	Meals	Tea/Coffee*	Tea/Coffee*	140 ml.	Meals	Milk/Tea #	Idly - 6 Nos (2 Nos- 100gm)	300 gm
		Idly - 4 Nos, Coconut chutney, Kara Chutney & Sambar	200 gm.										
		Vada Curry	50 gm.	Good Day& 3Nos	50 gm.		White Channa%	Good Day& 3Nos	50 gm.			Tea/Milk \$	
			140 ml.										
		Tea/Coffee											
Thursday	Tea/Coffee*	Pongal	100 gm.	Tea/Coff ee	140 ml.	Meals	Tea/Coffee*	Tea/Coffee*	140 ml.	Meals	Milk/Tea #	Oothappa m - 3Nos (1 Nos - 100gm)	300 gm
		Oothappam - 2 Nos, Takali thokku, Coconut chutney & Sambar	200 gm.										
		Methu vada- 2 Nos	50 gm.	Marie Gold& 4Nos	50 gm.		Kara Sev%	Marie Gold& 4Nos	50 gm.			Tea/Milk \$	
			140 ml.										
		Tea/Coffee											
Friday	Tea/Coffee*	Rava Khichadi	100 gm.		140				140				300

Place  
Date

Signature of the Bidder  
(Name & Address with seal)  
Page 45 of 60



# Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

Tender No: PPPU: WC:19:005

## Tender Notice

Dt. 12.06.2019

		Idly - 4 Nos, Kara chutney, Coconut chutney & Sambar	200 gm.	Tea/Coffee	ml.		Tea/Coffee*	Tea/Coffee*	ml.			Idly - 6 Nos (2 Nos- 100gm)	gm
		Ukkra	50 gm.				Pea Nut- Boiled%	Rusk&	50 gm.			Tea/Milk \$	
		Tea/Coffee	140 ml.	Rusk&	50 gm.	Meals				Meals	Milk/Tea #		
		Kudhirai Vaali Pongal	100 gm.									Oothappa m - 3Nos (1 Nos - 100gm)	300 gm
		Idli- 4 Nos, Onion chutney, Coconut chutney & Sambar	200 gm.	Tea/Coffee	140 ml.		Tea/Coffee*	Tea/Coffee*	140 ml.				
		White Chana masala	50 gm.	Coco Biscuit & 3Nos	50 gm.		Brown Channa%	Coco Biscuit& 3Nos	50 gm.			Tea/Milk \$	
		Tea/Coffee	140 ml.			Meals							
		Milk	200 ml.										
		Tea	140 ml.										
		Coffee	140 ml.										
		Marie Biscuits	4 Nos										

**Note: Sambar and Chutney (Variety) to be served along with the Tiffin items.  
SI.No.1 ,3,5,7,8 to be served at shops at specified Locations.  
SI.No.2,4,6,9 to be served at canteen Dining Hall.**

\* Tea and Coffee shall be served with a 60:40 Ratio, while considering the overall cash flow for the given number of persons.

# Milk and Tea shall be served with a 40:60 Ratio, while considering the overall cash flow for the given number of persons.

\$ Milk and Tea shall be served with a 60:40 Ratio, while considering the overall cash flow for the given number of persons.

% Boiled/Fried items to be packed 50Gms

& Biscuits/ Rusk Britannia products.

Place

Date

Signature of the Bidder  
(Name & Address with seal)  
Page 46 of 60





# Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

Tender No: PPPU: WC:19:005

## Tender Notice

Dt. 12.06.2019

### **ANNEXURE – “A1”**

#### **Menu for canteen service**

#### **ROSTER OF LUNCH / DINNER MENU for EMPLOYEE CANTEEN**

DAY	LUNCH	DINNER
SUNDAY	RICE, BRINJAL & DRUMSTICK SAMBAR, JEERA RASAM, CARROT PORIYAL, CHIPS, LEMON PICKLE, ONION PAKODA <sup>^</sup> , CURD, ROTI AND SUBJI ITEMS.	RICE, RADDISH SAMBAR, TOMATO RASAM, CABBAGE PORIYAL, APPALAM, LEMON PICKLE, METHU VADAI*, CURD, ROTI AND SUBJI ITEMS.
MONDAY	RICE, MIX VEGETABLES SAMBAR, PEPPER RASAM, BEETROOT PORIYAL, APPALAM, NORTANGAI PICKLE, BANANA, CURD, ROTI AND SUBJI ITEMS.	RICE, PULI KULAMBU, MYSORE RASAM, PUDALAINGAI KOOTU, APPALAM, GINGER PICKLE, BANANA, CURD, ROTI AND SUBJI ITEMS.
TUESDAY	RICE, BUTTER MILK CURRY, POTATO BRINJAL KUTTU, APPALAM, CORIANDER RASAM, GARLIC PICKLE, MASAL VADAI*, CURD, ROTI AND SUBJI ITEMS.	RICE, BRINJAL & NUKAL SAMBAR, PINEAPPLE RASAM, BEETROOT PORIYAL, CHIPS, TOMATO THOKU, METHU VADAI*, CURD, ROTI AND SUBJI ITEMS.
WEDNESDAY	VARIETY RICE***, CURD RICE, WHITE RICE, POTATO CHIPS, PEPPER RASAM, CARROT BEANS PORIYAL, MORE MELAGAI, TOMATO THOKU, ROTI AND SUBJI ITEMS.	RICE, CARROT BEANS SAMBAR, PEPPER RASAM, CURD, POTATO BRINJAL KUTTU, MASAL VADAI*, APPALAM, MANGO PICKLE, ROTI AND SUBJI ITEMS.
THURSDAY	RICE, LADIES FINGER & PEAS SAMBAR, MINT RASAM, SNAKE GOURD KOOTU, BANANA, APPALAM, GOOSEBERRY PICKLE, CURD, ROTI AND SUBJI ITEMS.	VARIETY RICE***, CURD RICE, WHITE RICE, POTATO CHIPS, PINEAPPLE RASAM, CARROT BEANS PORIYAL, MORE MELAGAI, TOMATO THOKU, ROTI AND SUBJI ITEMS.
FRIDAY	RICE, CHOW CHOW & WHITE PUMPKIN SAMBAR, PUDINA RASAM, VEG AVIYAL, APPALAM, MANGO PICKLE, METHU VADAI*, CURD, ROTI AND SUBJI ITEMS.	RICE, BITTER GOURD SAMBAR, MYSORE RASAM, BOTTLE GOURD KUTU, BANANA, APPALAM, NORTANGAI PICKLE, CURD, ROTI AND SUBJI ITEMS.
SATURDAY	RICE, BRINJAL NOORKUL & DRUMSTICK SAMBAR, LEMON RASAM, KEERAI KOTTU, APPALAM, GARLIC PICKLE, VEG SALAD, CURD, ROTI AND SUBJI ITEMS.	RICE, MIX VEGETABLES SAMBAR, PINEAPPLE RASAM, CARROT PORIYAL, APPALAM, GARLIC PICKLE, VEG SALAD, CURD, ROTI AND SUBJI ITEMS.

<sup>^</sup> Onion pakoda(50 grams)

\*Medhuvadai / MasalVadai (2 Nos 25 grams each)

\*\*\* Variety Rice (each 150 grams) such as Sambar Rice, Veg Briyani, Lemon Rice, Tomato Rice and Tamarind Rice to be served (for lunch and dinner)

#### **Note:**

1. Good quality curd (100 ML) to be prepared in individual SS cups and served fresh for both Lunch and Dinner on ALL days.
2. VEG Salad shall consist of Onion, Carrot, and Tomato & Cucumber.
3. The above daily menus may be interchanged (i.e., required to be served) for other than the specified day for which prior intimation will be made by BHEL.

Place  
Date

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# Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

Tender No: PPPU: WC:19:005

## Tender Notice

Dt. 12.06.2019

### ANNEXURE – “A2”

#### ROSTER FOR ROTI AND SABJI FOR LUNCH / DINNER MENU (for EMPLOYEE DINING HALL)

DAY	MAIN	SABJI**LUNCH/DINNER
SUNDAY	ROTI**	Dhal*, Paneer Patani Masala /Veg Kurma, Dhal*.
MONDAY	ROTI**	Green Grams Masala & Dhal* / Paneer Patani Masala & Dhal*.
TUESDAY	ROTI**	Kara Mani Masala & Dhal*./ Channa Masala & Dhal*.
WEDNESDAY	ROTI**	Channa Masala & Dhal*/ Veg Kurma & Dhal*.
THURSDAY	ROTI**	Mushroom Masala & Dhal*/ Channa Masala & Dhal*.
FRIDAY	ROTI**	Chana Masala & Dhal*/ Mushroom Masala & Dhal*.
SATURDAY	ROTI**	Veg Kurma & Dhal*/ Green Grams Masala & Dhal*.

\* Red masoor dhal / chana dhal / tarka thoor dhal / moong dhal / urad dhal (50 ml each).

\*\* ROTI AND SUBJI -To be served for only employee canteen. In general, 2 Nos. roti's (Dia 150 mm – 2pcs) (50 Grams each) (without oil) with corresponding subji to be served during Lunch/Dinner

#### **Note:**

1. Dry Mix veg curry shall consist Combination of beans and potato, carrot, cauliflower, capsicum (Any three items). Only branded wheat flour like Pillsbury, Aashirvaad, Annapoorna has to be used.

Place  
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# Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

Tender No: PPPU: WC:19:005

## Tender Notice

Dt. 12.06.2019

### **ANNEXURE - "A3"**

#### **ROSTER OF LUNCH / DINNER MENU for CONTRACT WORKMEN / APPRENTICE CANTEEN**

DAY	LUNCH	DINNER
SUNDAY	RICE, BRINJAL & DRUMSTICK SAMBAR, JEERA RASAM, CARROT PORIYAL, CHIPS, LEMON PICKLE, ONION PAKODA <sup>^</sup> , CURD.	RICE, RADDISH SAMBAR, TOMATO RASAM, CABBAGE PORIYAL, APPALAM, LEMON PICKLE, METHU VADAI*, CURD.
MONDAY	RICE, MIX VEGETABLES SAMBAR, PEPPER RASAM, BEETROOT PORIYAL, APPALAM, NORTANGAI PICKLE, BANANA, CURD.	RICE, PULI KULAMBU, MYSORE RASAM, PUDALAINGAI KOOTU, APPALAM, GINGER PICKLE, BANANA, CURD,
TUESDAY	RICE, BUTTER MILK CURRY, POTATO BRINJAL KUTTU, APPALAM, CORIANDER RASAM, GARLIC PICKLE, MASAL VADAI*, CURD.	RICE, BRINJAL & NUKAL SAMBAR, PINEAPPLE RASAM, BEETROOT PORIYAL, CHIPS, TOMATO THOKU, METHU VADAI*, CURD,
WEDNESDAY	VARIETY RICE***, CURD RICE, WHITE RICE, POTATO CHIPS, PEPPER RASAM, CARROT BEANS PORIYAL, MORE MELAGAI, TOMATO THOKU.	RICE, CARROT BEANS SAMBAR, PEPPER RASAM, CURD, POTATO BRINJAL KUTTU, MASAL VADAI*, APPALAM, MANGO PICKLE,
THURSDAY	RICE, LADIES FINGER & PEAS SAMBAR, MINT RASAM, SNAKE GOURD KOOTU, BANANA, APPALAM, GOOSEBERRY PICKLE, CURD.	VARIETY RICE***, CURD RICE, WHITE RICE, POTATO CHIPS, PINEAPPLE RASAM, CARROT BEANS PORIYAL, MORE MELAGAI, TOMATO THOKU.
FRIDAY	RICE, CHOW CHOW & WHITE PUMPKIN SAMBAR, PUDINA RASAM, VEG AVIYAL, APPALAM, MANGO PICKLE, METHU VADAI*, CURD.	RICE, BITTER GOURD SAMBAR, MYSORE RASAM, BOTTLE GOURD KUTU, BANANA, APPALAM, NORTANGAI PICKLE, CURD.
SATURDAY	RICE, BRINJAL NOORKUL & DRUMSTICK SAMBAR, LEMON RASAM, KEERAI KOTTU, APPALAM, GARLIC PICKLE, VEG SALAD, CURD.	RICE, MIX VEGETABLES SAMBAR, PINEAPPLE RASAM, CARROT PORIYAL, APPALAM, GARLIC PICKLE, VEG SALAD, CURD.

<sup>^</sup> Onion pakoda(50 grams).

\*Medhuvadai / MasalVadai (2 Nos 25 grams each)

\*\*\* Variety Rice (each 150 grams) such as Sambar Rice, Veg Briyani, Lemon Rice, Tomato Rice and Tamarind Rice to be served (for lunch and dinner)

#### **Note:**

1. Good quality curd (100 ML) to be prepared in individual SS cups and served fresh for both Lunch and Dinner on ALL days.
2. VEG Salad shall consist of Onion, Carrot, and Tomato & Cucumber.
3. The above daily menus may be interchanged (i.e., required to be served) for other than the specified day for which prior intimation will be made by BHEL.

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Date

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Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

Tender No: PPPU: WC:19:005

## Tender Notice

Dt. 12.06.2019

### **ANNEXURE “A4”** **LUNCH / DINNER PACKAGE DETAILS**

S NO	ITEMS FOR LUNCH / DINNER ( PACKAGE )
1	Karnataka Ponni Boiled rice/Deluxe Ponni - old and super-fine variety (Minimum of 400 gms cooked rice for each plate) as per Annexure A1*
2	Karnataka Ponni Boiled rice/Deluxe Ponni - old and super-fine variety (Minimum of 500 gms cooked rice for each plate) as per Annexure A3*
3	Sambar OR More Kulambu OR VathalKulambu / PuliKulambu (100 ml) as per Annexure - A1&A3
4	Rasam (100 ml.) as per Annexure - A1&A3
5	Kootu or Poriyal (100 gms.) as per Annexure - A1&A3
6	Good quality fresh curd (100 ML)
7	Big size Urad Dhal I Appalam ( Dia 100 mm before frying)
8	Pickle - Mango / Lemon / mixed vegetable / ginger / fried more milagai / kidarangai (One on each day)
9	Variety Rice to be served only one day in a week as per Annexure A1&A3
<b>FOR EMPLOYEES CANTEEN ONLY</b>	
1	Roti Dia 150 mm - 2 Pcs (100gm) (Without Oil)
2	**Red masoor dhal / Chanadhal / Tarka thoor dhal / MoongDhal / Uraddhal (50 ml Each) Brinjal Potato peanut Subji, Dhal/ Paneer Subji/Mushroom Masala /Veg Kurma (75 Gm Each)-As Per Annexure A2

#### **INGREDIENTS MATRIX FOR EACH PLATE OF MEALS:**

Rice	:	Karnataka Ponni/Deluxe Ponni Boiled Rice Old fine variety
Roti	:	Properly baked (without oil) 2 Pcs each of 50 gms of Whole Wheat flour only without maida (only for Employee Canteen Annexure A1)
Sambar	:	For 100 ml. Sambar a minimum of 20 gms of Thoor dhal and 20 gms of vegetable Should be used.
Poriyal	:	For one meals min. 100 Gms. of cooked vegetable should be issued.
Rasam	:	For 100 ml. minimum 5 grams of Thoor dhal & 7 gms of Pepper, Jeeragam and Garlic should be used.

\*In order to make available uniform quantity of food items the rice quantity has been revised.

\*\*In line with canteen Chappathi consumption pattern, the quantity of Dhal and subji items are being maintained at 50 ml & 75 gm respectively.

**Special meal menu** will comprise of One Veg soup, One Kootu, One Poriyal, One Chappathi, One Sweet, one vadai, one appalam, Veg pulav, Plain Rice, Sambhar, Rasam, Curd, One Banana, and One ice cream (80 ml).

#### **Special Lunch/Dinner menu:**

Sweet Corn Soup, Carrot Halwa (50 gm), Mushroom Biryani 200 gm, Onion Raita, Butter Paneer Masala (Gravy), Phulka Roti ( 3 nos.), Rice ( 100 gm), Rasam, Veg Mixed Poriyal (50 gm), Fruit Mixed Curd Rice (75 gm), Potato Chips (40 gm), Gobi-65 (100 gm), Sweet Beeda, Fruit Salad, Ice Cream (80 ml), Pickle, Banana (Karpooravalli), Mint Thuvayal, Keera Vadai ( 50 gm),

Place  
Date

Signature of the Bidder  
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# Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

Tender No: PPPU: WC:19:005

## Tender Notice

Dt.12.06.2019

### ANNEXURE - “E”

#### PRICE BID FORMAT FOR SERVICE MENU (In line with ANNEXURE –A5)

Sl.No	Service Item	Service Timings	No. Of Servings For 15 months (A)	Rate for each serving In ₹ (Excluding GST) (B)	Total Cost in ₹ (Excluding GST) (A x B)
1	Morning Tea/Coffee	5.00-5.15Hrs	50250	₹ _____/- (in figures) Rupees _____-/- (in words)	₹ _____/- (in figures) Rupees _____-/- (in words)
2	Morning Tiffin/breakfast	07.15-07.45Hrs	230940	₹ _____/- (in figures) Rupees _____-/- (in words)	₹ _____/- (in figures) Rupees _____-/- (in words)
3	Tea/ Coffee with snacks (at 3 tea breaks AN, FN & Eve) **	09.50-10.00, 14.40-14.50 and 18.00-18.10Hrs	605565	₹ _____/- (in figures) Rupees _____-/- (in words)	₹ _____/- (in figures) Rupees _____-/- (in words)

Place  
Date

Signature of the Bidder  
(Name & Address with seal)  
Page 51 of 60



# Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

Tender No: PPPU: WC:19:005

## Tender Notice

Dt.12.06.2019

Sl.No	Service Item	Service Timings	No. Of Servings For 15 months (A)	Rate for each serving In ₹ (Excluding GST) (B)	Total Cost in ₹ (Excluding GST) (A x B)
4	Lunch & Dinner (as per Annexure A1) for Employee Canteen	12.15-12.45 Hrs & 20.15-20.45 Hrs	151575	₹ _____/- (in figures) Rupees _____/- (in words)	₹ _____/- (in figures) Rupees _____/- (in words)
5	Lunch & Dinner (as per Annexure A3) for Contract workman/ Apprentices canteen	12.15-12.45 Hrs & 20.15-20.45 Hrs	151005	₹ _____/- (in figures) Rupees _____/- (in words)	₹ _____/- (in figures) Rupees _____/- (in words)
6	Night Tea/Milk	23.15-23.25Hrs	68985	₹ _____/- (in figures) Rupees _____/- (in words)	₹ _____/- (in figures) Rupees _____/- (in words)

Place  
Date

Signature of the Bidder  
(Name & Address with seal)  
Page 52 of 60





# Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

Tender No: PPPU: WC:19:005

## Tender Notice

Dt.12.06.2019

Sl.No	Service Item	Service Timings	No. Of Servings For 15 months (A)	Rate for each serving In ₹ (Excluding GST) (B)	Total Cost in ₹ (Excluding GST) (A x B)
7	Late night Tiffin	02.30-03.00Hrs	3855	₹ _____/- (in figures) Rupees _____-/- (in words)	₹ _____/- (in figures) Rupees _____-/- (in words)
8	Sweet Item *	12.15-12.45 Hrs & 20.15-20.45 Hrs	11535	₹ _____/- (in figures) Rupees _____-/- (in words)	₹ _____/- (in figures) Rupees _____-/- (in words)

### NOTES:

- 1) \* Sweet item to be served only on salary day (50 Grams) once in a month.
- 2) The Quoted rate should be excluding GST and inclusive of all other applicable taxes if any. On implementation of any other taxes, the quoted rates to BHEL shall remain same throughout the contracts period (including extended period if any).
- 3) \*\* Shall be served during 3 tea breaks. The approximate consumption pattern quantity may be 3: 3: 1 respectively.
- 4) The requirement may go both on the higher and lower side.

Place  
Date

Signature of the Bidder  
(Name & Address with seal)  
Page 53 of 60



# Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

Tender No: PPPU: WC:19:005

## Tender Notice

Dt.12.06.2019

### ANNEXURE - "F" PRICE BID FORMAT FOR OPTIONAL ITEMS

Sl.No	NAME OF THE FOOD	Quantity per serving	Each or Total Weight (gms)/ Vol (ml) per serving	No. Of Servings For 15 months (A)	Rate for each serving In ₹ (Excluding GST) (B)	Total Cost In ₹ (Excluding GST) (A x B)
1	Vada	2 nos	50 gms ( Total)	3105	₹ _____/- (in figures) Rupees _____ _____-/- (in words)	₹ _____/- (in figures) Rupees _____ _____-/- (in words)
2	Bonda	2 nos	50 gms (Total)	1305	₹ _____/- (in figures) Rupees _____ _____-/- (in words)	₹ _____/- (in figures) Rupees _____ _____-/- (in words)
3	Ice butter milk	1 cup	150 ml	120	₹ _____/- (in figures) Rupees _____ _____-/- (in words)	₹ _____/- (in figures) Rupees _____ _____-/- (in words)

Place  
Date

Signature of the Bidder  
(Name & Address with seal)  
Page 54 of 60



# Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

Tender No: PPPU: WC:19:005

## Tender Notice

Dt.12.06.2019

Sl.No	Name of the Food	Quantity per serving	Each or Total Weight (gms)/ Vol (ml) per serving	No. Of Servings For 15 months (A)	Rate for each serving In ₹ (Excluding GST) (B)	Total Cost In ₹ (Excluding GST) (A x B)
4	Soft drinks	1 cup	200 ml	1170	₹ _____/- (in figures) Rupees _____/- (in words)	₹ _____/- (in figures) Rupees _____/- (in words)
5	Special meals*	1 Plate	-	1650	₹ _____/- (in figures) Rupees _____/- (in words)	₹ _____/- (in figures) Rupees _____/- (in words)
6	Fried cashew nuts	1 packet	30 gms	855	₹ _____/- (in figures) Rupees _____/- (in words)	₹ _____/- (in figures) Rupees _____/- (in words)

Place  
Date

Signature of the Bidder  
(Name & Address with seal)  
Page 55 of 60



# Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

Tender No: PPPU: WC:19:005

## Tender Notice

Dt.12.06.2019

Sl.No	Name of the Food	Quantity per serving	Each or Total Weight (gms)/ Vol (ml) per serving	No. Of Servings For 15 months (A)	Rate for each serving In ₹ (Excluding GST) (B)	Total Cost In ₹ (Excluding GST) (A x B)
7	Tea\$	1 Cup	100 ml	5250	₹ _____/- (in figures) Rupees _____ _____-/- (in words)	₹ _____/- (in figures) Rupees _____ _____-/- (in words)
8	Special sweet #	1 Packet	50 gms	1515	₹ _____/- (in figures) Rupees _____ _____-/- (in words)	₹ _____/- (in figures) Rupees _____ _____-/- (in words)
9	Special buffet lunch/dinner **	1 Plate	-	2000	₹ _____/- (in figures) Rupees _____ _____-/- (in words)	₹ _____/- (in figures) Rupees _____ _____-/- (in words)

Place  
Date

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(Name & Address with seal)  
Page 56 of 60



# Bharat Heavy Electricals Limited

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Tender No: PPPU: WC:19:005

## Tender Notice

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<b>Total Cost(A*B) of All optional ITEMS for 15 months</b> <b>In Figures in (₹)</b> (1+2+3+4+5+6+7+8+9) <b>(Excluding GST)</b>	₹ _____ /-
<b>Total Cost(A*B) of All optional ITEMS for 15 months</b> <b>In WORDS</b> (1+2+3+4+5+6+7+8+9) <b>(Excluding GST)</b>	Rupees _____ /- Only
The quantities shown above are only approximate. The consumption/requirement of these items/quantities are need based.	
The requirement may go both on the higher and lower side.	
<b>* Special Meals:</b> Special Meals to be prepared as and when directed by BHEL and should be Served in Buffet System. <b>Special meal menu will comprise of One Veg soup, One Kootu, One Poriyal, One Chappathi, One Sweet, one vadai, one appalam, Veg pulav, Plain Rice, Sambhar, Rasam, Curd, One Banana, and One ice cream (80 ml).</b>	
<b>** Special buffet lunch/dinner menu will comprise of Sweet Corn Soup,Carrot Halwa (50 gm),Mushroom Biryani 200 gm,Onion Raita,Butter Paneer Masala Gravy),Phulka Roti ( 3 nos.),Rice ( 100 gm),Rasam,Veg Mixed Poriyal (50 gm),Fruit Mixed Curd Rice (75 gm),Potato Chips (40 gm),Gobi-65 (100 gm),Sweet Beeda,Fruit Salad,Ice Cream (80 ml),Pickle,Banana (Karpooravalli),Mint Thuvayal,Keera Vadai ( 50 gm)</b>	
<b># Special Sweet (50 grams): Kesari/ Carrot Halwa/ Akkara vadasel (any one item) and \$ Tea</b> to be served on special functions, departmental review meetings and any other Occasion as per BHEL requirements.	

### NOTE

01. Amount should be quoted in both figures and words and are to be identical. If not, the prices in the words will be considered as final and the same shall be valid and binding on the contractor.

(a) If there is such discrepancy in an offer, the same will be conveyed to the bidder with target date up-to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

02. The amount should be quoted inclusive of any taxes and duties levied or to be levied both by Central and State Government authorities from time to time, **except GST**. GST will be paid extra on production of documentary evidence.

03. Quotation should be valid for a period of 120 days from the date of Tender opening.

Place

Date

Signature of the Bidder

(Name & Address with seal)



# Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

Tender No: PPPU: WC:19:005

## Tender Notice

Dt.12.06.2019

04. L1 will be decided based on the minimum of "**Landed Cost**" to BHEL, [i.e. Total Sum of value quoted for **ALL SERVE ITEMS as per "ANNEXURE-E"** and **ALL OPTIONAL ITEMS as per "ANNEXURE-F"** plus **applicable GST** amount] on single vendor basis. If there is a tie in quoted L1 amount, revised reduced price will be obtained from the L1 vendors. Even after receipt of revised price, if tie still persists, then ranking will be decided based on Lot system.

05. *The amount quoted shall remain firm and valid during the entire period of contract (including extended period if any) and no extra payment will be reimbursed to the contractor by BHEL. Any increase of DA/ wages to the contract labor shall be absorbed by the contractor themselves during the period of contract.*

06. *The signature at the bottom of the rate schedule confirms that the Tenderer had read and accepted all the Terms and conditions in Tender Schedule, also amount quoted with inclusive of any taxes and duties levied etc and **excluding GST**, has been considered by the tenderer for the total contract period (including extended period if any) while quoting the above rates.*

07. *No other pre conditions along with your offer will be entertained by BHEL*

08. *The bidder shall quote only the lowest possible total amount that can be offered for the intended quantity.*

09. *The contractor while quoting shall take care of units specified against item in bill of quantities.*

**\* Important: Estimated qty. indicated above will be used for arriving at total food cost for evaluation of tender but should not be taken as firm commitment.**

Place  
Date

Signature of the Bidder  
(Name & Address with seal)  
Page 58 of 60





# Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

Tender No: PPPU: WC:19:005

## Tender Notice

Dt.12.06.2019

### ANNEXURE – “G”

List of Canteen Equipments:					
Sl.No	VESSEL ITEMS	Qty (Nos.)	Sl.No	ELECTRICAL ITEMS	Qty (Nos.)
1	SS Dining Table	191	1	Insect killing machine (Fly catcher)	10
2	SS Dining Stool	512	2	Mixie (Preethi)	1
3	SS Water Jug	134	3	RO Systems (3 Units)*	1
4	SS Meals Plate	893	4	Refrigerator (220 ltr)	1
5	SS Ladle (A4)	40	5	Floor Cleaning machine	1
6	SS Ladle (A5)	23	6	Walk in Cooler - SS tier racks (4 Nos.) *	1
7	SS Tea can (5 ltr)	5	7	SS Bain marie	3
8	SS Tea can (10 ltr)	13	8	Rice Boiler (Electrical)	1
9	SS Tea can (15 ltr)	6	9	SS Sigree with SS frying fan	4
10	SS Vessel with lid (700*550 OD)	3	10	SS milk warming vessel	1
11	SS Jarani	5	11	Dosai plate (Electrical)	1
12	SS Thuduppu	5	12	Chappathi dough kneading machine	1
13	SS Vessel with lid (700*520 OD)	5	13	Wet Grinder	3
14	SS Basin	15	14	Vegetables cutting machine	1
15	SS Rice Vessel (Large)	2	15	1000 ltr solar water heating systems *	1
16	SS Rice Vessel (Small)	10	16	Wall Clock (Digital)	2
17	SS Lid - Small	10			
18	SS Lid - Big	6			
19	SS Anna karandi	19			
20	SS Pickle Spoon	11			
21	SS Water Tumbler ( 200 ml)	735			
22	SS Tea Tumbler (150 ml)	52			
23	SS Khottories	2119			
24	SS Bucket	20			
25	SS Working table	4			
26	Low platform trolley	5			
27	Steam Generator (Gas - 3Nos.)*	3			
28	SS Steam Rice Boiler	4			
29	SS Steam Milk Boiler	1			
30	SS Service trolley	5			
31	SS Round Plate	193			
32	SS Coffee Kettle	2			

The above canteen equipment items are available at BHEL/ Thirumayam premises that can be used by the contractor.

\* The maintenance for these items will be done by BHEL.

Place  
Date

Signature of the Bidder  
(Name & Address with seal)



# Bharat Heavy Electricals Limited

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Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

Tender No: PPPU: WC:19:005

## Tender Notice

Dt.12.06.2019

### ANNEXURE – “H”

PPE'S MATRIX FOR CANTEEN ACTIVITES															
Sl.No	ACTIVITES	Head Cover	Plastic Gloves	Safety Shoes	Sandex Chappell	Poly Gloves	Kevlar Apron	Thermal Gloves	Respirator	Goggles	Rubber Gloves	Gum Boot	Kelvar Gloves	Helmet	Total
1	Vegetables Storing, cleaning and cutting	2	2		2										6
2	Vegetables Storing At Cool Room	2	2		2										6
3	Cooking	6			6		2		6						20
4	Boiler Operations			1				1		1					3
5	Packing	4			4	2									10
6	Serving	13			17	13									43
7	Washing/Cleaning Of Vessels										4	4			8
8	Movement of Hot Vessels			1	2								2		5
9	Miscellaneous Work (Serving Of Tea At Inside Shop floor)			5	4									6	15
	Quantity of PPE	27	4	7	37	15	2	1	6	1	4	4	2	6	116
	Monthly Requirement	351	16			390		6	24						

Place  
Date

Signature of the Bidder  
(Name & Address with seal)