



**NOTICE INVITING e-TENDER**

Dear Sir/ Ma'am,

Ref: Tender No. 9362000018 dt. 03.12.2020.

Subject: Two-part e-Tender inviting techno-commercial and price bids for **Outsourcing of Canteen Service at PPPU Thirumayam for a period of 12 months.**

**Kindly submit your competitive offer for the above subject work as per the tender terms and conditions given in the tender document through e-procurement portal <https://bhel.abcprocure.com> only.**

Scope of work	<b>Outsourcing of Canteen Service at PPPU Thirumayam for a period of 12 months.</b> (Scope of work and technical terms and conditions as per Techno - Commercial Part - I bid.)
Location of work	<b>BHEL PPPU Thirumayam -622507 (Tamilnadu)</b>
Duration of Contract	<b>12 Months</b> from the date of commencement of work as indicated in LOI.
Last date/ time for receipt of tender	14.00 Hrs on dt. <b>14.12.2020</b>
Date / Time & place for opening of Technical Bid	<b>14.30 hrs. on 14.12.2020.</b> at (In case of any change in opening date, if any, will be intimated later.)
Date/Time of Price Bid Opening	<b>BHEL shall be resorting to reverse auction (RA) (guidelines as available on 'WWW.BHEL.COM') for this tender. RA shall be conducted among all the techno-commercially qualified bidders. The Date / Time for the same will be intimated to the all qualified bidders separately.</b>
EMD AMOUNT	<b>Rs. 4,04,800/-</b> (Rupees Four Lakhs Four Thousand Eight Hundred Only)
Working Area Contact details	DGM/HR Power Plant Piping Unit, BHEL -Thirumayam – 622507, Contact No. <b>04333-279150/9442502817</b> <a href="mailto:casmay@bhel.in">casmay@bhel.in</a> Vendors may visit the work area prior to submission of offer to understand the details of scope of work.

Place  
Date

Signature of the Bidder  
(NAME & ADDRESS WITH SEAL)



## **INSTRUCTIONS**

This two - part e - tender consists of the following:

**Part – I (A): Pre - qualification Bid**

1. Earnest Money Deposit (EMD)

**Part – I (B): Techno - Commercial Bid**

2. Qualifying criteria for the contract
3. Scope of work and Work specific terms & conditions
4. General terms & conditions of the contract
5. Annexures (X, Y, I-VI, A1-A4, G & H)

**Part – II: Price Bid**

**Special Instructions to the bidders:**

1. EMD should be submitted as per Part - I(A)/Prequalification Bid/EMD (including EMD waiver, if any). Techno - commercial bid will be considered only if the Part - I(A)/Prequalification Bid/EMD is valid. EMD in any other form and tender without EMD will be summarily rejected.
2. In case of offline payments, the hardcopies of Earnest Money Deposit (EMD) document/ DD submitted to BHEL PPPU Thirumayam and the soft - copies uploaded at the time of online bid submission should be the same, otherwise the tender will be summarily rejected.
3. Bidder should arrange for the EMD as specified in the tender. The original should be posted/couriered/given in person in a sealed cover super scribbling ‘Tender number/date/Part - I(A)/EMD’ to the Tender Inviting Authority, within the bid submission date and time for the tender.
4. Any deviation to this tender terms & conditions, and schedules of this tender will lead to total rejection of the offer submitted.
5. Tenderer who have been suspended or black listed or issued with “Show Cause Notice” by BHEL, Tiruchirappalli - 620014 or any other unit or GOI will not be allowed to participate in the tender, and bidder should declare the same in the tender. Even during the course of evaluation/ finalization of tender if it is found that some of the parties are black listed/ barred from business transaction/ under business hold, BHEL will not consider them for further participation in the tender.
6. Should a tenderer find discrepancies or omissions in the tender documents, or should there be any doubt as to their meaning, he should at once address the authority inviting the tender, for clarification well before the due date, so as to submit his tender in time. No extension of time shall be given for submission of the tender on any account.
7. Rates should be quoted as per the Work / Rate schedule (Price bid/Part –II). Rates quoted in any other form will not be accepted, and will be rejected.
8. The tender documents must be signed physically / digitally by Director / Partner of the Firm or by the person holding the Power of Attorney on behalf of the Firm concerned. In the latter case, a copy of Power of Attorney, duly attested by a Notary Public must accompany the tender.
9. If a tenderer deliberately gives wrong information in his tender or creates conditions favourable for the acceptance of his tender, the BHEL will reject such tender at any stage.
10. Words imparting singular number shall be deemed to include plural number and vice - versa where the context so requires.
11. Canvassing in any form in connection with tenders is strictly prohibited and the tenders submitted by the Contractors who resort to canvassing will be liable for rejection.

Place  
Date

Signature of the Bidder  
(NAME & ADDRESS WITH SEAL)



- 12.** Should a Tenderer's or a Contractor's or in the case of a firm or company of contractors/any of its shareholder's or shareholder's relative is employed in BHEL, the authority inviting the tenders shall be informed in writing of this fact at the time of submission of the tender, failing which the tender may be disqualified, or if such fact subsequently comes to light, the contract may be cancelled.
- 13.** The tender schedule, and the tender shall be deemed to form an integral part of the contract to be entered into for this work.
- 14.** Tender can be cancelled at any stage due to unavoidable circumstances.
- 15.** Kindly ensure that the total size of the scanned documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However, it shall be sole responsibility of bidder that the uploaded documents remain legible.
- 16.** Bidder are advised not to wait till the last minutes or last few seconds w.r.t tender closing time to submit their offer to avoid complications related with internet connectivity / network problem/ power failure etc.
- 17.** Bidders are advised take due care while quoting the technical and price bids forms in the e - procurement system. Bidders, those who tampers with tendering procedure affecting ordering process or misusing the technical information of the tender document or withdrawing their offer after price bid opening, will be penalized as per BHEL guidelines on suspension of business dealings with suppliers/ contractors. Abridged version of the guideline is available in [www.bhel.com](http://www.bhel.com).
- 18.** It is advised that all the documents to be submitted are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission.
- 19.** The bidder has to upload the scanned copy of all the mentioned original documents (in colour) during online bid - submission.
- 20.** In case you are not in a position to submit the offer, please send letter suitably specifying the reasons thereof.
- 21.** The evaluation currency for this tender shall be INR.

Thanking you,  
For **Bharat Heavy Electricals Limited**

S. Venkatesan  
DGM/ Contracts,  
Power Plant Piping Unit  
BHEL -Thirumayam – 622507  
**Contact No. 04333-279551**  
[svenkatesan@bhel.in](mailto:svenkatesan@bhel.in)

Place  
Date

Signature of the Bidder  
(NAME & ADDRESS WITH SEAL)



**PART – I (A)**

PRE - QUALIFICATION / EMD

**1 EARNEST MONEY DEPOSIT (EMD)**

1.1 **EMD AMOUNT:** Refer page 1 of this tender document.

1.1.1 EMD given by all unsuccessful tenderers will be refunded after award of contract.

1.1.2 EMD shall not carry any interest.

1.1.3 EMD of successful tenderer will be retained as part of Security Deposit.

**1.2 EMD WAIVER DOCUMENTS (documents shall be notarized / attested by gazetted officer)**

1.2.1 EMD is waived off for MSE (Micro and Small Enterprises only) vendor by submitting UAM/ UDYAM along with CA Certificate (as per Annexure - II of this tender document) issued for latest financial year ending on 31st March 2019 or later. (or)

1.2.2 EM - II with deemed validity of five years from the date of issue of EM - II as on date of technical bid opening.

(or)

1.2.3 EM - II along with latest CA certificate (as per Annexure - II of this tender document) issued for latest financial year ending on 31st March 2019 or later where deemed validity of five years is expired. (or)

1.2.4 Valid NSIC registration certificate as on date of technical bid opening. (or)

1.2.5 Valid Registration to any other body as specified by ministry of MSME, GOI. (or)

1.2.6 Joint Venture or subsidiary companies of BHEL, State or Central PSUs / Government departments / Autonomous / Educational / Research Institutions.

**1.3 MODES OF DEPOSIT OF EMD AMOUNT:**

The EMD may be accepted only in the following forms:

1.3.1 Electronic Fund Transfer credited in BHEL account (before tender opening) - Online Payment procedure for EMD and SD amount attached (Annexure – I) for vendors' reference.

1.3.2 Demand draft, in favour of BHEL, Trichy - 14 payable at Trichy (along with offer).

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

1.3.4 In addition to above, the EMD amount in excess of ₹2 lakhs (TWO LAKHS) will also be accepted in form of Bank Guarantee from scheduled bank, provided the Bank Guarantee is valid for at least six months from the due date of tender submission. For instance, if EMD amount is ₹2,50,000/-, BG can be submitted for ₹50,000/- and rest ₹2,00,000/- to be submitted through other modes mentioned above.

**1.4 FORFEITURE OF EMD:**

EMD by the tenderer will be forfeited as per tender documents if:

1.4.1 After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.

1.4.2 The Contractor fails to deposit the required Security deposit or commence the work within 15 days of LOI/ WO/ Contract.

1.4.3 EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines. Abridged version of the guideline is available in [www.bhel.com](http://www.bhel.com).

Place

Date

Signature of the Bidder  
(NAME & ADDRESS WITH SEAL)

**PART – I (B)**

TECHNO - COMMERCIAL BID

**2 QUALIFYING CRITERIA FOR THE CONTRACT**

1

Sl. NO	CATEGORY	DETAILS
01	<b>STATUS OF THE COMPANY</b> <ul style="list-style-type: none"> <li>a. Proprietorship: PAN card on owner name</li> <li>b. For partnership firms: PAN card and PARTNERSHIP DEED</li> <li>c. For others: PAN card in the name of company / firm / business and CERTIFICATE OF INCORPORATION / MOA(Memorandum of Association and AOA (Articles of association).</li> </ul>	Copy to be uploaded in EPS portal
02	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).]	Copy to be uploaded in EPS portal
03	The bidder shall hold valid Food Business Operator license under Food Safety and Standards Act 2006 (FSSAI).	Copy to be uploaded in EPS portal
04	The Bidder / Vendor shall have either of the three following experience during last 7 years ending 30.09.2020. <ul style="list-style-type: none"> <li>a) 3 similar completed works costing each not less than Rs. 80,95,212/-            (Or)</li> <li>b) 2 similar completed works costing each not less than Rs. 1,01,19,015 /-            (Or)</li> <li>c) 1 similar completed work costing not less than Rs. 1,61,90,425/-</li> </ul> <p><b>Note:</b> Similar works means "Performing Industrial / Institutional canteen services with not less than 500 users (by providing Labour, Material &amp; Service) in round the clock cooking and serving at client(s') premises".</p> <p>Proof of WO / PO / Completion certificate may be attached for BHEL Experience.</p> <p>Proof for WO/PO/Completion Certificate 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.</p>	Proof to be uploaded in EPS

Place  
Date

Signature of the Bidder  
(NAME & ADDRESS WITH SEAL)

05	Average Annual financial turnover during any 3 consecutive years in the last 5 years i.e., 2014-15, 2015-16, 2016-17, 2017-18 & 2018-19 or 2015-16, 2016-17, 2017-18, 2018-19 & 2019-20 should be at least Rs <b>60.71</b> lakhs. (P&L account, balance sheet certified by the Chartered Accountant with CA membership number and relevant income tax return with self-attested (i.e. FY 2014-15, 2015-16, 2016-17, 2017-18 & 2018-19 or 2015-16, 2016-17, 2017-18, 2018-19 & 2019-20 to be attached in EPS.)	Proof to be uploaded in EPS
06	<p>Letter of self –declaration (Annexure VI) in bidder's letter head</p> <p><b>a)</b> For Commencement of service within 5 working days from the date of issue of LOI and</p> <p><b>b)</b> Before submission of the first bill, FSSAI license will be submitted in the jurisdiction where Thirumayam is covered.</p>	Duly signed and stamped to be uploaded
07	Duly signed certificate of compliance in bidder's letter head shall be attached.	Duly signed and stamped to be uploaded

**Note:**

- I.** At any stage, BHEL may ask for original documents and contractor has to submit the same.
- II.** All the documents should be valid and to be renewed and kept valid throughout the contract period, if contract is awarded.
- III.** Apart from furnishing the above details, copies of relevant documents/ certificates must be uploaded with the Technical Bid.
- IV.** If at any stage, the document(s) submitted by contractor is/are found incorrect/ false/ manipulated, the necessary action will be taken by BHEL against contractor as per the “Guidelines for suspension of Business dealings”.
- V.** Digitally/ Physically signed copy of all the above documents to be uploaded in EPS portal.

Place  
Date

Signature of the Bidder  
(NAME & ADDRESS WITH SEAL)

**I. Scope of Work:**

1. The contract shall be for a period of Twelve (12) months from the date of start of contract.
2. Procurement and storage of Standard Quality provisions, ingredients, vegetables etc. required for the preparation of food items as per Annexures A1, A2 & A3 and Annexure A4 at BHEL Canteen Stores.
3. 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-A4. 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.
4. Fuel (LPG) for preparation of food is under the scope of the contractor/caterer.
5. Supply of potable packaged drinking water – 20 Liters can (from a reputed supplier with BIS certification) in dining hall / Canteen is under the scope of the contractor/caterer.
6. 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/ Popular
8	Ghee	Udhaya Krishna/Aavin/
9	Milk	Vijay Diary/Sarvodaya/Aavin

7. The tentative manpower required for performing this contract shall be minimum **40 (Except for Sundays & Holidays)** and are subject to change depending on the changes in requirement. Out of the 40, minimum **Two (2) manpower in 2 shifts should be deployed at Administrative building office for essential catering services like preparing and serving Tea/ Coffee. Raw material charges only will be given for the same. Raw material charges for Tea/Coffee will be processed as a separate bill and are not taken into account in the monthly canteen bills.** On Sundays and holidays, the contractor shall provide the required manpower depending upon the work requirement which will be informed by BHEL in advance. BHEL reserves the right to reduce or increase the number of contract workers engaged in canteen, based on the number of persons availing the canteen services. Deployment of lesser manpower than specified below [excluding Sundays and holidays] will attract deduction of corresponding wages in line with prevailing

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: 9362000018

**Tender Notice**

Dt. 03.12.2020

minimum wages applicable in Tamil Nadu plus BHEL additional wages. The crew strength required for this contract is given below:

S.No	Crew Particulars	Crew Strength
01	Administrator/Manager	01
02	Catering Supervisor	03
03	Cook (Skilled)	03
04	Cook Assistant (Semi Skilled)	04
05	Serving Staff for Admin Building (Unskilled)	02
06	Housekeeping Staff (Unskilled)	12
07	Serving Staff (Unskilled)	15
	<b>Total Crew Strength</b>	<b>40</b>

8. Atleast One (1) of the Three (3) Catering supervisors shall have qualification in catering and experience in checking food raw material quality, hygienic food preparation with good taste or Two years' experience of having performed similar work in an industrial canteen (24X7). For the other Two (2) Catering Supervisor basic educational qualification along with experience of having worked as supervisor in 24 X 7 industrial canteen has to be produced. Along with Three (3) Catering supervisors, one (1) Canteen Administrator/Manager shall also be available at canteen premises. On award of contract Catering qualification and experience certificate of Canteen Administrator/Manager and Catering supervisors, deputed for this work shall be submitted to HR Department of BHEL.
9. Operation and maintenance of all canteen equipment as per Annexure - G is under contractor's scope, except for Sl. No 29 of Vessel Item and Sl. Nos: 13, 14, 15, 16 &17 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 are to be engaged for maintaining / repairing the canteen equipment.
10. 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:

**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

Place  
Date

Signature of the Bidder  
(NAME & ADDRESS WITH SEAL)



11. Microbiological test report shall be submitted in the 2<sup>nd</sup> and 8<sup>th</sup> month from the date of commencement of work.
12. 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.
13. Disinfestation/Pest control measures for the Store/ Kitchen/ Dining area including cleaning of fly catchers etc. shall be ensured once in a month.
14. The caterer should obtain all necessary licenses of competent / statutory authorities for running canteen services within reasonable time.
15. 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.
16. 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 on a daily basis.
17. 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 should be done once in a month.
18. Good quality SS Spoons, kept in hot water basin, to be provided at the dining hall.

**19. 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 BHEL-PPPU, 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 6) Oil and Fume Exhauster will be attended by BHEL.
- c) Provision of Electricity for food preparation and storage on chargeable basis, on actual consumption. (The present rate applicable Electricity is Rs. 8.30/- 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 cooking, hand wash, cleaning & housekeeping activities at canteen, RO water and bore well / overhead tank water shall be provided at free of cost.

Place  
Date

Signature of the Bidder  
(NAME & ADDRESS WITH SEAL)

**II. WORK SPECIFIC GENERAL 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 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. The actual consumption quantity shall be considered for billing purpose.
  - B. Documents to be submitted along with Contractor's Bills:
    - a) Monthly bills in triplicate.
    - b) Health Checkup reports along with 2<sup>nd</sup> and 8<sup>th</sup> month bills.
    - c) 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 (mandatory) 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-A4 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 15 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 contractor 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.

Place  
Date

Signature of the Bidder  
(NAME & ADDRESS WITH SEAL)

7. The food items supplied must be fresh and nutritious and acceptable to BHEL. The menu and roster of menu given must be diligently followed (as per Annexure- A1, A2, A3 and 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 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 1950) during 2<sup>nd</sup> and 8<sup>th</sup> 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.

### **III. COMMERCIAL TERMS & CONDITIONS:**

#### **01. TERMS FOR PRICE BID & RATE BASIS**

- a. Price bid is to be submitted in a separate price bid form provided in the portal.

Place  
Date

Signature of the Bidder  
(NAME & ADDRESS WITH SEAL)

- b. The rates quoted should be **Exclusive of GST (but inclusive of any other taxes & duties)** levied or to be levied both by Central and State Government Authorities. Such levies, if any, should be borne only by the Contractor.)
- c. The applicable rate of GST in % should be mentioned in the Technical bid forms in EPS.
- 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, the rates shall be firm throughout the contract period.
- f. ***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.***
- g. ***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.***
- h. BHEL reserves the right to
  - i. Cancel the tender at any stage.
  - ii. Finalize the contract through Reverse Auction.
  - iii. Negotiate or re-float the tender opened if L1 price is not the lowest acceptable price to BHEL interalia other reasons.
- i. All payments from BHEL in view of the execution of the contract are liable for IT (TDS), GST (TDS), PF & Group Insurance and all other statutory provisions 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 (by Notary or Gazetted officer) copies of valid NSIC certificate or UAM or EM II certificate having deemed validity (Five years from the date of issue of acknowledgement in EM-II), along with CA certificate or UDAYAM Registration Certificate.

### ***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.

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.

Place  
Date

Signature of the Bidder  
(NAME & ADDRESS WITH SEAL)



- 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**

- a. 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 can not 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.
- b. The preference to the MSEs will be given in order of their ranking L1, L2, L3 etc.

**01. TAXES AND DUTIES:**

- 1. 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
- 2. 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.
- 3. 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.

**Note:**

- 1) Three copies of GST rule compliant tax INVOICE with original signature to be submitted every month on completion of work.*
- 2) GST will be charged on the EMD/SD amount forfeited (**in-case**) from the bidder at the applicable rates. GST tax Invoice will be issued to the vendor on receipt/recovery of GST amount from the vendor.*

**02. Contract Period: -**

- A. The contract execution period will be for a period of **Twelve (12) Months** from the date of commencement of work as indicated in LOI.
- 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's notice.

Place  
Date

Signature of the Bidder  
(NAME & ADDRESS WITH SEAL)



**03. PAYMENT TERMS:**

- a. The Contractor has to submit all the entry details of 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 the HR department and after due certification from HR 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 45 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 or GI 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.**

**04. PENALTY CLAUSE:**

- I. 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 Scope of Work point no. 7. also with respect to penalty. Minimum Wages + BHEL Additional Wages shall be recovered as per the specific category of worker (Supervisor/Skilled/Semi-Skilled/Unskilled) for every day of deployment of manpower less than the stipulated manpower (40).
- II. 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.
- III. Applicable GST on Penalty will also be recovered in addition to penalty from running bills/SD.

**05. 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. Additionally, 5% of the above expenditure will be recovered as overhead charges due to additional expenditure to BHEL.
- II. The decision of BHEL with regard to the actual losses / consequential expenditure incurred by BHEL shall be final and binding on the contractor.

Place  
Date

Signature of the Bidder  
(NAME & ADDRESS WITH SEAL)



**IV. 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:
  - 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  
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: 9362000018

**Tender Notice**

Dt. 03.12.2020

<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 on 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 10th 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 10th of every month	Monthly	To be checked and cleared by HR Dept

**\*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

Signature of the Bidder  
(NAME & ADDRESS WITH SEAL)

**v. 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 (including BHEL additional 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 billing period) 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 are given below for reference: (w.e.f 01/04/2020)

Sl. No.	Category	Minimum Wages per day (Rs.)		
		Basic	DA	Total
1	<b>Unskilled Worker</b>	258.50	200.35	458.85
2	<b>Semi-Skilled Worker</b>	271.00	200.35	471.35
3	<b>Skilled Worker</b>	278.50	200.35	478.85
4	<b>Supervisor</b>	295.00	200.35	495.35

(The above table is for illustrative purpose only. Govt circular 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.

The additional amount will also attract statutory payments such as PF, ESI, etc.

Place  
Date

Signature of the Bidder  
(NAME & ADDRESS WITH SEAL)



- 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, 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) The canteen charges (the cost of the food) for the contractor workmen will be charged if availed, at the rate fixed by BHEL from time to time as per the BHEL Policy.
- 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.

Place  
Date

Signature of the Bidder  
(NAME & ADDRESS WITH SEAL)

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

Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL will 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. **BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on [www.bhel.com](http://www.bhel.com)) for this tender. RA shall be conducted among all the techno-commercially qualified bidders.**

***Price bids of all techno-commercially qualifies bidders shall be opened and same shall be considered as initial bids of bidders in RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.***

3. Reverse Auction will be conducted if three or more bidders are techno-commercially qualified bidders, H1 bidder (whose quote is highest in sealed envelope price bid) shall not be allowed to participate in RA. However, there will be no H1 removal in case H1 happens to be MSE or qualifying under PPP-MII, Order2017 irrespective of numbers of bidders qualifying techno-commercially. In case of multiple H1, bidders, all H1 bidders (excluding MSEs and bidders qualifying under PPP-MII, Order 2017) shall be removed provided minimum three bidders remain in fray, else no H1 removal will take place.
4. START PRICE for RA will be lower of a) Lowest sealed envelope price bid & b) Estimate. Wherever more than one lowest sealed price bid are identical and lower than the estimate, RA Committee will declare the start price by reducing the lowest sealed envelope price bid by maximum of one decrement.
5. If the lowest sealed envelope price bid is the starting price, then the lowest bidder in sealed envelope price bid shall be shown as current L1 automatically by the system. System shall have the provision to indicate this bid as current L1 for further bidding.
6. If the start price is lower than the lowest sealed envelope price bid (in line with sl no 5), on acceptance of such start price by any bidder this bid would be indicated as current L1 for further bidding. In case no further bidding, RA will be deemed to have been successful with current L1 bidder. During RA, all bidders will see their rank and current L1 price and their ranking L1, L2 etc. on the screen. Once the RA is done, the ranking status would be based on the last quoted price of the bidder(s) irrespective of the quote received in RA, or sealed envelope price bid.
7. No bidder shall be allowed to lower its bid below the current L1 by more than 5 (five) decrements at one go.
8. 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.
9. In reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
10. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
11. Bidders have to submit Process Compliance Form (PCF) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
12. The calculation sheet e.g excel sheet (which will help to arrive at 'Total Cost to BHEL') which will be communicated by BHEL to respective bidders of RA to enable them to fill-in the price and keep it ready for keying in during the Auction. The calculation sheet will be finalised based on the evaluation criteria specified in NIT (Tender) and will be same based on which sealed envelope price bids have been evaluated.

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: 9362000018

## Tender Notice

Dt. 03.12.2020

13. Reverse auction will be conducted on scheduled date & time.
14. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal. Successful bidder shall be required to submit the final prices (L1) in the prescribed format (Annexure –VI of RA document) for price breakup, quoted during the online reverse auction, duly signed and stamped as token of acceptance without any new condition (other than those already agreed to before start of Auction). After the completion of Auction to service provider besides BHEL within two (2) working days of auction without fail.
15. 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.
16. 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.
17. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party. 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). A Bidder, who has not submitted Process Compliance form (PCF), will not be able to participate in RA, but their sealed envelope price bid will be considered for ranking.

Place  
Date

Signature of the Bidder  
(NAME & ADDRESS WITH SEAL)

## **VII. 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)



**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. Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration No (GSTIN) which should be clearly mentioned in the offer. If the dealer is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer. Dealers under composition scheme should declare that he is a composition dealer supported by the screen shot taken from GST portal. The dealer has to submit necessary documents if there is any change in status under GST.
2. Supplier shall mention their GSTIN in all their invoices (incl. credit Notes, Debit Notes) and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No. which is linked/uploaded in GSTN network shall be clearly indicated), Billed to party (with GSTIN) & Shipped to party details, item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, Place of Supply etc.
3. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
4. Invoices will be processed only upon completion of statutory requirement and further subject to following:
  - a. Vendor declaring such invoice in Form GST ANX-1
  - b. Receipt of Goods or Services and Tax invoice by BHEL
5. As the continuous uploading of tax invoices in GSTN portal (in GST ANX-1) is available for all (i.e. both Small & Large) tax payers under proposed new GST Return System, all invoices raised on BHEL may be uploaded immediately in GST portal on despatch of material /rendering of services. The supplier shall ensure availability of Invoice in GST portal before submission of invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's GST ANX-2).
6. In case of discrepancy in the data uploaded by the supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month informed by BHEL.

Place  
Date

Signature of the Bidder  
(NAME & ADDRESS WITH SEAL)



7. In cases where invoice details have been uploaded by the vendor but failed to remit the GST amount to GST Department (Form PMT-08 or Form GST RET-01 to be submitted) within stipulated time, then GST paid on the invoices pertaining to the month for which GST return not filed by the vendor will be recovered from the vendor along with the applicable interest (currently 24% p.a) and all subsequent bills of the vendor will not be processed till filing of the GST return by the vendor
8. In case GST credit is denied to BHEL due to non-receipt or delayed receipt of goods and/ or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount claimed in the invoice shall be disallowed to the vendor.
9. Where any GST liability arising on BHEL under Reverse Charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the vendor.
10. Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contracts. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Tax Invoice will be issued by BHEL indicating the respective supply invoice number.

GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 – Central Tax dated 13.09.2018. GST TDS certificate which will be generated in GST portal subsequent to vendor accepting the TDS deduction in the GST portal, will be issued to the vendor.

#### **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:

1. Remittance through online SBI-State Bank Collect.
2. Pay Order, Demand Draft in favour of **BHEL Trichy**.
3. Local cheques of scheduled banks, subject to realization.
4. 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).
5. Bank Guarantee 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.
6. 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.
7. 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.

Place  
Date

Signature of the Bidder  
(NAME & ADDRESS WITH SEAL)

8. 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.
9. 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 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.
- 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.
- c) 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.

Place

Date

Signature of the Bidder  
(NAME & ADDRESS WITH SEAL)



**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: -

1. 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
2. Enter in to a contract with BHEL in connection with which commission has been paid or agreed to be paid by him or with his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to BHEL.

OR

- 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

Place

Date

Signature of the Bidder  
(NAME & ADDRESS WITH SEAL)



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:**

- a) 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;
- b) 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;
- c) BHEL, may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the contract as whole or in part thereof or only such work order or items of work in default from the contract. Whenever BHEL exercise the authority to cancel the contract as whole or part under this condition BHEL may complete the work at the contractor's risk and cost (as certified by 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

Place

Date

Signature of the Bidder  
(NAME & ADDRESS WITH SEAL)



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

**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.

### **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

Place

Date

Signature of the Bidder  
(NAME & ADDRESS WITH SEAL)



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.

1. The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.
2. 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.
3. The cost of arbitration shall be borne as per the award of the Arbitrator.
4. 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.
5. 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.

**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

Place

Date

Signature of the Bidder  
(NAME & ADDRESS WITH SEAL)

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 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:**

Place

Date

Signature of the Bidder  
(NAME & ADDRESS WITH SEAL)



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.
5. Providing acid and alkali proof rubber gloves for handling acid and alkali and chemical which are corrosive.

Place

Date

Signature of the Bidder  
(NAME & ADDRESS WITH SEAL)



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.

Place  
Date

Signature of the Bidder  
(NAME & ADDRESS WITH SEAL)

- 4) In road junctions, speed breakers and railway crossing, the speed should be lowered and vehicle should proceed cautiously.
- 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

Place

Date

Signature of the Bidder  
(NAME & ADDRESS WITH SEAL)

- 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.

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

- 1. The Entry/Exit of the employees engaged by contractor is to be regulated only through Biometric system.
- 2. The Contractor initially will be issued with a temporary gang pass for his/ her employees for a period of ten days.
- 3. The contractor should arrange photo coverage for all his/her employees within the above stipulated time.
- 4. 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.
- 5. 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.
- 6. The contractor should educate his employees in registering the attendance through the system.
- 7. 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.
- 8. 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.
- 9. 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/-.
- 10. The Contractor is totally responsible for the biometric cards issued to his/ her employee.
- 11. 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:**

- 1. Victim: Any person who suffers permanent disablement or dies in an accident as defined below
- 2. 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.
- 3. Compensation in respect of each of the victims:
  - a. In the event of death or permanent disability resulting from Loss of both limbs: Rs. 10,00,000/- (Rs. Ten Lakh)
  - b. In the event of other permanent disability: Rs. 7,00,000 (Rs. Seven Lakh)

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: 9362000018

**Tender Notice**

Dt. 03.12.2020

4. 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: 9362000018

**Tender Notice**

Dt. 03.12.2020

**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 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:

(Manager / Officer's)

DATE:

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: 9362000018

## Tender Notice

Dt. 03.12.2020

### Annexure-X

#### **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.....**1**(Tender Conditions), M/s. .... having its registered office at .....**2** (hereinafter referred to as the 'Tenderer'), is submitting its bid for the work of.....**3** invited by .....**4**.(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 .....**5** ..... 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.....**5** .....(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.

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: 9362000018

## Tender Notice

Dt. 03.12.2020

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 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*

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: 9362000018

## Tender Notice

Dt. 03.12.2020

*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*

### **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)



**Annexure-Y**

**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: 9362000018

## Tender Notice

Dt. 03.12.2020

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:

- i) The liability of the Bank under this Guarantee shall not exceed.....<sup>5</sup>
- ii) This Guarantee shall be valid up to .....<sup>6</sup>
- iii) 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.
- iv) **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)

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: 9362000018

## Tender Notice

Dt. 03.12.2020

(Signature of Authorised signatory)

- i) **ADDRESS OF THE EMPLOYER. I.e Bharat Heavy Electricals Limited**
- ii) **ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.**
- iii) **DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE**
- iv) **CONTRACT VALUE**
- v) **BG AMOUNT IN FIGURES AND WORDS**
- vi) **VALIDITY DATE**
- vii) **DATE OF EXPIRY OF CLAIM PERIOD**

### Note:

- i. The Bank Guarantee should have a minimum validity covering the contract period + 2 months & maintenance period if any.
- ii. 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.
- iii. **In Case of Bank Guarantees submitted by Foreign Vendors-**
  - 1. **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.
  - 2. **From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor Country's Bank)**
    - a. 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. **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)



LIST OF CONSORTIUM BANKS IN INDIA

<b>List of Consortium Bank</b>			
	<b>Nationalised Bank</b>		<b>Nationalised Bank</b>
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)



**ANNEXURE – I**

**E - PAYMENTS**

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

**STEP BY STEP PROCEDURE:**

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

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

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

(PLEASE CHECK THE STATUS BEFORE MAKING PAYMENT SECOND TIME)

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

Place  
Date

Signature of the Bidder  
(NAME & ADDRESS WITH SEAL)



**Annexure II**

**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)) \_\_\_\_\_ 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)



**ANNEXURE III (Local Content)**  
**(TO BE SUBMITTED ON BIDDER'S LETTER HEAD)**

**Tender No.: 9362000018**

**Dt.03.12.2020**

**Self Declaration**

<b>Enquiry No.</b>	
<b>Enquiry Date</b>	

In line with Government public procurement order Number P 45021/2/2017 B.E II dated 15.06.2017, and further modified order dt. 28.05.2018 & 04.06.2020.

I/ We hereby declare that I / We are a “Local Supplier” meeting the requirement of minimum local content (.....%) defined in the above government notification for the goods/Services against above mentioned enquiry Number.

Details of location at which local value addition/ Service will be made is as follows:

Address	
District	
State	
Country	
PIN Code	

We also understand that the false declarations will be considered as breach of Integrity and liable for action.

For Company Name:

Seal:

Signature:

Place  
Date

Signature of the Bidder  
(NAME & ADDRESS WITH SEAL)



Tender No: 9362000018

**Tender Notice**

Dt. 03.12.2020

**Annexure IV -CERTIFICATE OF COMPLIANCE**  
*(To be submitted in bidder's letter head)*

Tender Ref : 9362000018

Date : 03.12.2020

To

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

Sir,

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

1. Pre-Qualification criteria
2. Scope of work
3. Commercial Terms & Conditions
4. Conditions Related to The Welfare of Labors
5. General Terms and Conditions.
6. Technical Bid
7. RTGS/NEFT Format
8. PRICE BID Format
9. Local content declaration (Annexure -III)

I/We M/s. ....

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

- I/ We unconditionally agree to all the tender conditions and no new conditions are imposed by us in the technical / price bid. I understand in the event of imposing any condition in the technical / price bid, such condition would be ignored by BHEL and only the prices will be considered for the purpose of evaluation”
- I/ We confirm that none of our group concern or affiliates etc., appears on the list of banned firms / companies by BHEL (list available on [www.bhel.com](http://www.bhel.com)) nor any of the Director / Partner / proprietor of bidder / such group concern or affiliate etc. are involved with such company.
- I/ We also declare that, we have not been suspended or black listed or issued with Show Cause Notice by BHEL - Trichy or any other BHEL Unit or any PSU/ Government organization.
- I/ We confirm that other than us, none of our group concerns or affiliates etc. are participating in the tender either directly or indirectly through any other agency under same proprietor / common director(s) / common partner(s).
- I/ We confirm that if any of the above statement / information furnished by us in this tender is found to be false/ fake at any stage of tender evaluation or during execution of contract, BHEL will have the right to initiate appropriate action including legal proceeds / termination of contract, recovery of damages, penalties etc. as deemed fit.
- If the contract is awarded to us the prices shall be kept firm till the completion of 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: 9362000018

## Tender Notice

Dt. 03.12.2020

### **Annexure –V: STAFF DETAIL (to be filled by vendor)**

<u>Staff Details –</u>		
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 Scope I.7 in Tender Terms and Conditions	Administrator(Supervisor): 01 Catering supervisors(Supervisor): 03 Cook (Skilled): 03 cook assistants (Unskilled): 04 Serving staff for top officials (Unskilled): 02 Housekeeping Staff(Unskilled): 12 Servicing Staff (Unskilled): 15  Housekeeping crew shall be in separate uniform.

Place  
Date

Signature of the Bidder  
(NAME & ADDRESS WITH SEAL)



## Annexure: VI

Tender Ref.: 9362000018

Date : 03.12.2020

## 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: 9362000018

## Tender Notice

Dt. 03.12.2020

### ANNEXURE-A1 (MENU FOR CANTEEN SERVICE)

### ROSTER OF LUNCH / DINNER MENU FOR EMPLOYEE, APPRENTICES AND CONTRACT WORKER CANTEEN

S.NO	DAY	BREAKFAST	LUNCH	DINNER
1	SUNDAY	WHITE RAVA UPMA - (100 GMS) OOTHAPPAM - 2 NOS (100 GMS EACH = 200 GMS) GARLIC CHUTNEY, COCONUT CHUTNEY, SAMBAR, MYSORE BONDA* AND TEA/COFFEE	RICE, BRINJAL & DRUMSTICK SAMBAR, JEERA RASAM, CARROT PORIYAL, CHIPS, LEMON PICKLE, ONION PAKODA# AND CURD	RICE, RADDISH SAMBAR, TOMATO RASAM, CABBAGE PORIYAL, APPALAM, LEMON PICKLE, METHU VADAI* AND CURD
2	MONDAY	PONGAL - (100 GMS) OOTHAPPAM - 2 NOS (100 GMS EACH = 200 GMS) MINT CHUTNEY, COCONUT CHUTNEY, SAMBAR, MEDHUVADAI* AND TEA/COFFEE	RICE, MIX VEGETABLES SAMBAR, PEPPER RASAM, BEETROOT PORIYAL, APPALAM, BANANA, CURD & NORTANGAI PICKLE	RICE, PULI KULAMBU, MYSORE RASAM, PUDALAINGAI KOOTU, APPALAM, BANANA CURD AND GINGER PICKLE
3	TUESDAY	POORI - 2 NOS (50 GMS EACH = 100 GMS) POTATO KILANGU MASALA (100 GMS) IDLY - 4 NOS (50 GMS EACH = 200 GMS) COCONUT CHUTNEY, SAMBAR, SWEET PONGAL* AND TEA/COFFEE	RICE, BUTTER MILK CURRY, POTATO BRINJAL KUTTU, APPALAM, CORIANDER RASAM, GARLIC PICKLE, MASAL VADAI* AND CURD	RICE, BRINJAL & NUKAL SAMBAR, PINEAPPLE RASAM, BEETROOT PORIYAL, CHIPS, TOMATO THOKU, METHU VADAI* AND CURD
4	WEDNESDAY	WHEAT RAVA UPMA - (100 GMS) IDLY - 4 NOS (50 GMS EACH = 200 GMS) COCONUT CHUTNEY, KARA CHUTNEY, SAMBAR, VADA CURRY* AND TEA/COFFEE	VARIETY RICE**, CURD RICE, WHITE RICE, POTATO CHIPS#, PEPPER RASAM, CARROT BEANS PORIYAL, TOMATO THOKU AND MORE MELAGAI	RICE, CARROT BEANS SAMBAR, PEPPER RASAM, CURD, POTATO BRINJAL KUTTU, MASAL VADAI*, APPALAM AND MANGO PICKLE
5	THURSDAY	PONGAL - (100 GMS), OOTHAPPAM - 2 NOS (100 GMS EACH = 200 GMS) THAKKALI CHUTNEY, COCONUT CHUTNEY, SAMBAR, MEDHUVADAI* AND TEA/COFFEE	RICE, LADIES FINGER & PEAS SAMBAR, MINT RASAM, SNAKE GOURD KOOTU, BANANA, APPALAM, CURD AND GOOSEBERRY PICKLE	VARIETY RICE**, CURD RICE, WHITE RICE, POTATO CHIPS#, PINEAPPLE RASAM, CARROT BEANS PORIYAL, TOMATO THOKU AND MORE MELAGAI

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: 9362000018

## Tender Notice

Dt. 03.12.2020

6	FRIDAY	RAVA KHICHADI - (100 GMS) IDLY - 4 NOS (50 GMS EACH = 200 GMS) KARA CHUTNEY, COCONUT CHUTNEY, SAMBAR, UKKIRA* AND TEA/COFFEE	RICE, CHOW CHOW & WHITE PUMPKIN SAMBAR, PUDINA RASAM, VEG AVIYAL, APPALAM, METHU VADAI*, CURD & MANGO PICKLE	RICE, BITTER GOURD SAMBAR, MYSORE RASAM, BOTTLE GOURD KUTU, BANANA, APPALAM, CURD AND NORTHANGAI PICKLE
7	SATURDAY	KUDHIRAI VAALI PONGAL - (100 GMS) IDLI- 4 NOS (50 GMS EACH = 200 GMS) ONION CHUTNEY, COCONUT CHUTNEY, SAMBAR, WHITE CHANNA MASALA* AND TEA/COFFEE	RICE, BRINJAL NOORKUL & DRUMSTICK SAMBAR, LEMON RASAM, KEERAI KOTTU, APPALAM, VEG SALAD CURD AND GARLIC PICKLE	RICE, MIX VEGETABLES SAMBAR, PINEAPPLE RASAM, CARROT PORIYAL, APPALAM, VEG SALAD, CURD AND GARLIC PICKLE

\* MYSORE BONDA/ MEDHUVADAI / MASAL VADAI (ANY ONE - 2 NOS - 25 GRAMS EACH) OR SWEET PONGAL/ UKKIRA/ VADA CURRY/ WHITE CHANNA MASALA (ANY ONE - 50 GMS)

# ONION PAKODA /POTATO CHIPS (50 GMS)

\*\* VARIETY RICE (ANY ONE - 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 AS PER MENU.
2. VEG SALAD SHALL CONSIST OF ONION, CARROT, AND TOMATO & CUCUMBER.
3. FOR LUNCH/DINNER PACKAGE DETAILS REFER ENCLOSURE-A3.
4. IN ADDITION TO THE ABOVE MENU, SWEET TO BE SERVED ON SALARY DAY (MONTHLY ONCE) - ANY ONE (MYSORE PAK OR HALWA OR ANY OTHER SWEET DECIDED BY BHEL) – 50 GMS

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: 9362000018

**Tender Notice**

Dt. 03.12.2020

**Annexure-A2**

**ROSTER FOR CHAPPATI AND KURMA FOR LUNCH / DINNER MENU  
(For EMPLOYEES CANTEEN only)**

S.NO	DAY	KURMA @ FOR LUNCH/DINNER (100 gms)
1	SUNDAY	Paneer Patani Masala /Mix Veg Kurma
2	MONDAY	Green Grams Masala / Paneer Patani Masala
3	TUESDAY	Kara Mani Masala / Channa Masala
4	WEDNESDAY	Channa Masala / Mix Veg Kurma
5	THURSDAY	Mushroom Masala / Channa Masala
6	FRIDAY	Chana Masala / Mushroom Masala
7	SATURDAY	Mix Veg Kurma / Green Grams Masala

\*\* CHAPPATI AND KURMA -To be served in Employee Canteen only. In general, 2 Nos. Chappati (Dia 150 mm) - 2 Piece (Each 50 gm) (Without Oil) with corresponding sabji 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).
2. Only branded wheat flour like Pillsbury, Aashirvaad, Annapoorna has to be used.

**Annexure - A3  
LUNCH / DINNER PACKAGE DETAILS**

S NO	ITEMS FOR LUNCH / DINNER ( PACKAGE )
1	Karnataka Ponni Boiled rice/Deluxe Ponni - old and super-fine variety <b>(Minimum of 400 gms</b> cooked rice for each plate) <b>as per Annexure-A1</b>
2	Sambar OR More Kulambu OR Vathal Kulambu / PuliKulambu (100 ml) as per <b>Annexure - A1</b>
3	Rasam (100 ml.) as per <b>Annexure - A1</b>
4	Kootu or Poriyal (100 gms.) as per <b>Annexure - A1</b>
5	Good quality fresh curd (100 MI)
6	Big size Urad Dhal Appalam ( Dia 100 mm before frying)
7	Pickle - Mango / Lemon / mixed vegetable / ginger / fried more milagai / kidarangai (One on each day)
8	Variety Rice to be served only one day in a week as per <b>Annexure A1</b>
<b>FOR EMPLOYEES CANTEEN ONLY</b>	
1	Chappati (Dia 150 mm) - 2 Numbers (Each 50 gms) (Without Oil)
2	Kurma - As Per Annexure-A2

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

Rice : Karnataka Ponni/Deluxe Ponni Boiled Rice Old fine variety

Chappati : Properly baked (without oil) 2 Piece (Each 50 gms) of Whole Wheat flour only without maida (only for Employee Canteen as per 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 Chappati consumption pattern, the quantity of Kurma items is being maintained at 100 gms.

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: 9362000018

## Tender Notice

Dt. 03.12.2020

### Annexure-A4

#### SERVICE TIMINGS AND MENU DETAILS

S.No	1	2	3	4	5	6	7
Day	Tea/ Coffee (02.00 - 02.10 Hrs)	Breakfast (07.30 - 07.50 Hrs)	Tea/ Coffee (09.45 - 09.55 Hrs)	Lunch (12.15 - 12.45 Hrs)	Tea/ Coffee (15.15 - 15.25 Hrs)	Tea/ Coffee with Snacks (18.00 - 18.10 Hrs)	Dinner (20.15 - 20.45 Hrs)
Sunday	Tea/Coffee**	Breakfast	Tea/Coffee**	Meals	Tea/Coffee**	Tea/Coffee** & Kaara Boondi - 40 gms	Meals
Monday	Tea/Coffee**	Breakfast	Tea/Coffee**	Meals	Tea/Coffee**	Tea/Coffee** & Boiled Pattani - 40 gms	Meals
Tuesday	Tea/Coffee**	Breakfast	Tea/Coffee**	Meals	Tea/Coffee**	Tea/Coffee** & Boiled Peanut - 40 gms	Meals
Wednesday	Tea/Coffee**	Breakfast	Tea/Coffee**	Meals	Tea/Coffee**	Tea/Coffee** & White Channa - 40 gms	Meals
Thursday	Tea/Coffee**	Breakfast	Tea/Coffee**	Meals	Tea/Coffee**	Tea/Coffee** & Kaara Sev - 40 gms	Meals
Friday	Tea/Coffee**	Breakfast	Tea/Coffee**	Meals	Tea/Coffee**	Tea/Coffee** & Boiled Peanut - 40 gms	Meals
Saturday	Tea/Coffee**	Breakfast	Tea/Coffee**	Meals	Tea/Coffee**	Tea/Coffee** & Kaara Boondi - 40 gms	Meals

\*\* Tea/Coffee (140 ml) shall be served with a 60:40 Ratio (Milk: Water).

Note:

1. Tea/Coffee to be served at multiple locations inside the factory.
2. Tea/Coffee shall also be served during Meetings and Special Occasions.
3. Boiled/Fried Items to be packed in butter paper and issued.
4. Sambar and Chutney (Variety) to be served along with the Tiffin items.

Sl.No.1,3,5 & 6 to be served at shops at various Locations.

Sl.No.2,4 & 7 to be served at Canteen Dining Hall.

Place  
Date

Signature of the Bidder  
(NAME & ADDRESS WITH SEAL)

**ANNEXURE – “G”**

**List of Canteen Equipments:**

SI.N o	VESSEL ITEMS	Qty (Nos.)	SI.N o	ELECTRICAL ITEMS	Qty (Nos.)
1	SS Dining Table	191	1	Insect killing machine (Fly catcher)	8
2	SS Dining Stool	512	2	Mixie (Preethi)	1
3	SS Water Jug	125	3	Refrigerator (220 ltr)	1
4	SS Meals Plate	860	4	SS Bain Marie	4
5	SS Ladle (A5)	23	5	Dosai plate (Electric)	1
6	SS Tea can (5 ltr)	5	6	Chappathi dough kneading machine	1
7	SS Tea can (10 ltr)	9	7	Wet Grinder	2
8	SS Tea can (15 ltr)	3	8	Vegetables cutting machine	1
9	SS Vessel with lid (700*550 OD)	3	9	Wall Clock (Digital)	2
10	SS Jarani	1	10	Coconut Serrator	1
11	SS Thuduppu	3	11	Idly Steamer	1
12	SS Basin	15	12	Water Heater	1
13	SS Rice Vessel (Large - 4 Nos.)	2	13	1000 ltr solar water heating systems	1
14	SS Rice Vessel (Small Size)	10	14	RO Systems (3 Units)*	1
15	SS Lid - Small	10	15	Walk in Cooler - SS tier racks (4 Nos.)	1
16	SS Lid - Big (4+2)	6	16	* Oil and Fume Exhaust Unit*	1
17	SS Anna karandi	6	17	Lift*	1
18	SS Water Tumbler ( 200 ml)	402			
19	SS Tea Tumbler (150 ml)	162			
20	SS Katories	1810			
21	SS Bucket	10			
22	SS Working table	4			
23	Low platform trolley	2			
24	Dishwasher	2			
25	SS Steam Rice Boiler	3			
26	SS Steam Milk Boiler	1			
27	SS Service trolley	5			
28	SS Round Plate	186			
29	Steam Generator (Gas - 3Nos.)*	3			

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)

**ANNEXURE – “H”**

PPE'S MATRIX FOR CANTEEN ACTIVITES															
SI.No	ACTIVITES	Head Cover	Plastic Gloves	Safety Shoes	Sandex Chappell	Poly Gloves	Kevlar Apron	Thermal Gloves	Respirator	Goggles	Rubber Gloves	Gum Boot	Kevlar 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	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)