



CONTRACTOR'S OBLIGATIONS CONTRACTUAL

1. Contractor shall decide the number of employees to be deployed for execution of the work awarded to him and he or his authorized representative will be solely entitled to dictate such workers about the manner of carrying out the work as per the prescribed specifications and quality plan. The Over Time Payment to workers & daily/weekly/monthly/quarterly working duration will have to be ensured by contractor as per statutory provisions.
2. Contractor shall supervise the work allotted to him and to be carried out by his employees.
3. Contractor to ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc.
4. Contractor to maintain appropriate records of his employees deployed to carry out the job(s).
5. Contractor should issue appointment letters to his employees.
6. Contractor to provide employment card/Identity card with photograph duly verified and attested by the Contractor to his employees. In its absence the BHEL or authorized agency can deny entry into the factory, for which the contractor shall be solely held responsible. Contractor to indicate the name of the proprietary/partnership firm/company, place of work, contract number and duration of validity of card.
7. Contractor will be responsible for the good conduct of his employees. In case of any misconduct/misbehavior by any employee, the contractor will replace such employee(s) immediately.
8. Contractor will ensure that the job is executed through his employees on his rolls and under no circumstances the contractor will deploy any casual employee to carry out the job nor shall sub-contract the job without prior written permission.
9. Contractor will keep watch on his employees and he will be liable for any pilferage / loss to BHEL due to acts of omission and commission by his employees. Similarly, liability for any compensation to outsiders on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with him.
10. Contractor to provide safety appliances and safety shoes to his employees. The contractor shall be responsible for enforcing all safety regulations as applicable.
11. The contractor has to provide a distinct uniform different from BHEL employees. The Uniform should have logo of the Contractors firm / company. The uniform shall be kept in neat, tidy and wearable condition. Wherever necessary, the Cap shall be integral part of the uniform. This is to be mandatorily provided by the contractor and no demand of payment shall be made before BHEL on this account.
12. Contractor to ensure that all precautions are taken for safety of his employees and equipment.
13. In the event of termination of contract for any reason whatsoever, the contractor shall issue termination letter and withdraw all his employees from the establishment of BHEL. In case contractor decides to terminate services of his employees, he should settle all terminal dues including PF/ESI/ Bonus/Gratuity/retrenchment compensation etc.
14. Contractor shall provide to his employees all tools, tackles and equipment and maintain the same to carry out the job under the contract at his cost and if necessary contractor may take insurance policy of his men, material, equipment and tools and tackles.
15. Contractor shall provide safety appliances and maintain the same at his own cost which may be required under the statute or otherwise.
16. Contractor shall provide material at his cost as mentioned in the contract to his employees for carrying out the job.



Towards statutory liability

1. All statutory requirements under Minimum Wages Act, 1948, Payment of Wages Act, 1936, Workmen Compensation Act, 1923, EPF & MP Act, 1952, Payment of Gratuity Act, 1972, ESI Act, 1948, The Contract Labour (R&A) Act, 1970, Payment of Bonus Act, 1965, Income Tax Act, GST Act and all other applicable Acts shall be complied with by the contractor.
2. **Statutory Bonus shall be made by the contractor.**
3. 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.
4. Contractor shall ensure payment of statutory prescribed minimum wages as applicable from time to time in the presence of authorized representative of BHEL and maintain proper records of their timely disbursement. **Contractor has to pay the wages on or before the 7th day of the month. It shall not be delayed on the pretext of payment delay from BHEL/ financial problem/ any other reason. Failure to disburse wages within the stipulated date may attract tough actions, including penalty from BHEL.** These records need to be preserved for a period of at least 3 years and should be made available even after the contract is over for any verification by the statutory authorities / BHEL authorities.
5. Contractor to provide PF pass book to his employees and ensure payment of PF, EDLI, pension dues under EPF & MP Act, 1952 to the RPF. Contractor must facilitate the Transfer/ withdrawal/ loan requirement of the worker by filling correct information and processing the application on time.
6. Contractor shall produce proof of deductions as well as remittances of PF, EDLI, Pension, ESI Contribution, administrative charges etc. wherever applicable and shall maintain proper records. Contractor to issue wage slips to his employees at least one day before the payment of wages.
7. Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.
8. **Contractor shall be solely responsible for nonpayment/ delayed payment of wages/ DA, contributions under EPF & MP Act, ESI Act etc.**
9. **In case the contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the security deposit/other dues/running bills under the contract can be utilized by BHEL to discharge the liability of the contractor.**
10. 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.
11. **The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.**
12. **Contractor to obtain insurance cover for his employees / equipment / tools and tackles etc. and take third party risk insurance coverage at his own cost. BHEL shall not be responsible for any loss, damage, pilferage of his property and / or his employees.**
13. Contractor should have independent code numbers/ exemptions under EPF & MP Act, 1952 and ESI Act, 1948 and shall cover his employees under the said codes. The contractor will be required to compulsorily make the contributions upto the statutory wage ceiling.
14. Payment of bonus under the Payment of Bonus Act, Payment of gratuity under the Gratuity Act, and retrenchment compensation under Act will be the sole responsibility of the contractor. Contractor has to pay Statutory Bonus to worker by Nov 30 and submit the copy of compliance to Labour Authorities and intimate the BHEL.



**BHARAT HEAVY ELECTRICALS LIMITED: RUDRAPUR
HUMAN RESOURCE MANAGEMENT DEPARTMENT**

15. Over and above the daily wage rate, contractor shall give leave with wage to the worker as per Factories Act 1948 & other applicable legal provisions. In order to avoid practical difficulties, the contractor shall give the leave with wages (01-day wage for every 20 working day) in the monthly wages, without considering the eligibility criteria of the no. of days worked by the employee in the previous year.
16. Contractor shall observe Provisions of the Factories Act in respect of working hours, holidays, rest intervals, leave and overtime to his employee. Contractor has to decide the no. of employees to be deployed for providing the services to BHEL and scheduling the duty of his employees in such a manner so that all the labour laws are complied with. BHEL will not pay any extra amount other than the rate quoted by the contractor and the terms and conditions of the tender. No work shall be done on second/third shift, overtime, Sundays or on other declared holidays without written permission.
17. In case a contractor employs women as employee he will discharge his obligation under law in respect of such women workers such prohibition of engaging them during night-hours, prohibition of employing them for more than 9 hours per day, provision of crèche facility, grant of maternity leave as per rules etc.
18. The age of employee deployed by the contractor shall not be less than 18 years and not more than 60 years on the date of entry in the plant.
19. Contractor to obtain license under CL (R & A) Act, 1970 as soon as he receives the work order, if applicable.
20. BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life/permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below.
 - A. Victim: Any person who suffers permanent disablement or dies in accident as defined below.
 - B. Accident: any death or permanent disability resulting solely and directly from any unintended and unforeseen injuries occurrence caused during the manufacturing/operation and works incidental thereto at BHEL factories/offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, servicing, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works/during at BHEL Units/Offices/townships and premises/project sites.
 - C. Compensation in respect of each of the victims:
 - i. In the event of death or permanent disability resulting from loss of both limbs: Rs. 10,00,000/- (Rs. Ten Lakh)
 - ii. In the event of other permanent disability: Rs. 7,00,000/- (Rs. Seven Lakh)
 - D. Permanent disablement: A disablement that is classified as a permanent total disablement under the proviso to Section 2 (I) of the Employee's Compensation Act, 1923.



GENERAL TERMS & CONDITIONS

1. BHEL shall have the privity of the contract with the contractor only and will give instructions to the contractor or his authorized representative. BHEL will have nothing to do or be concerned with the employment of employees working for the contractor. The relationship between BHEL and the Contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or an employer-employee relationship.
2. The contractor shall maintain regular contact with the designated employee(s) of BHEL and will interact on matters relating to the work awarded under this contract.
3. In case the Contractor does not carry out the Contractual/Statutory obligations or the services rendered by him are found to be unsatisfactory, BHEL shall bring the same to his notice and he will be obliged to discharge the obligations and rectify the deficiency/anomaly within three days' time failing which, BHEL reserves the right to terminate the contract without assigning any reason whatsoever. In such an event, no damages will be payable for short closure of the contract.
4. On termination of Contract, Contractor will provide evidence of making all the due payments to the worker and statutory authorities. He will sign the PF withdrawal/transfer form and submit form 9A to PF Office. He will also give an indemnity undertaking of complying all the statutory dues and indemnify BHEL. Security Deposit will be returned only after the contractor discharges his obligations.
5. The decision of BHEL regarding interpretation of any of terms and conditions set forth in this agreement shall be final and binding on the Contractor.
6. Any matter arising out of or in connection with the agreement shall be under jurisdiction of Rudrapur Court.
7. **Notwithstanding anything contained in this Agreement, the contract may be terminated by BHEL without assigning any reason thereof by giving a notice of 30 days to the contractor.**
8. In case the contractor wants to terminate the contract, he will have to give an advance notice of 04 months to BHEL with proper justification. On acceptance by BHEL, the contract will terminate after the expiry of the notice period of 04 months or expiry of contract, whichever is earlier
9. The contract will commence on the date of award of the work order and will remain valid for a period of 02 years from the date of commencement of work. The parties reserve the right to extend the contract on mutually agreed terms and conditions.
10. All disputes arising in connection with the contract shall be settled by mutual consultation. If no agreement is reached the dispute shall be settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules made there under. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of the Unit. The award of the arbitrator shall be final and binding on both the Parties. The venue of the Arbitration shall be Rudrapur in India. The Award to be given by the Arbitration shall be a speaking award. All questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of Rudrapur Courts.



PRICE BID Format

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1. Lunch/ meal as per item given below including service charges: Rs. _____ Per lunch:

a)	Chapati with good wheat flour (5 chapati)	200 grams (dry)
b)	Rice cooked Sharbati & equivalent.	100 grams (dry)
c)	Dal fried (vegetable oil) according to weekly menu	100 gms. (dry)
d)	Vegetable, according to weekly menu	100 gms. (dry)
e)	Salad (onion, tomato, mooli, kheera, seasonal)	25 gms.
f)	Mix Achar Tops/Kissan (Oct- March)	10 gms.
g)	Lemon (half piece) (Apr- Sept)	10 gms.
h)	Sweet Kheer (only on Saturday)	100 gms
I)	Raita (only Monday, Wednesday & Friday)	50 gms.
j)	Paneer Sabzi (only on Saturday)- atleast two pieces of paneer	100 gms

2. Special Lunch / meal as per item given below including service charges: Rs. _____ per lunch:

a)	Chapati with good wheat flour (5 chapati)	200 gms. (dry)
b)	Rice Sharbati & equivalent 100 grams cooked (Fried or plain as desired)	100 grams(dry)
c)	Vegetable dry good quality	50 gms. (dry)
d)	Vegetable curry good quality	100 gms. (dry)
e)	Dal special fry	100 gms. (dry)
f)	Curd	100 gms.
g)	Sweet (kheer etc.) OR Fruit (grapes 50 grams or banana 2 or apple 1 or orange 1)	150 gms.
h)	Salad (onion, tomato, mooli, gajar, kheera etc.)	20 gms.
i)	Mix Achar Tops/Kissan (Oct- March)	10 gms.
j)	Lemon (half piece) (Apr- Sept)	10 gms.

3. Snacks as per item given below including service charges: Rs. _____ per item:

a)	Snacks (alu pakaura, bread pakaura, Mathri, Kachorie, Biscuit, Namkeen, Samosa, bhonda) any one only.	50 gms.
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4. Tea each cup (100 ml.): Rs. _____ per cup including services charges (one kg. milk (to be used for 20 cups tea).

Applicable Taxes/ duties/GST will be extra.

NOTE:

- The rate quoted by party will remain fix for the entire contract period of two years with price variation clause (PVC), based on monthly Whole Sale Price Index (WPI) for "Food Articles" released by office of the Economic Adviser, Govt. of India, Ministry of Commerce & Industry, Department for Promotion of Industry and International Trade (DPIIT).
- $PVC = 1 + 0.8 \times \{WPI(m) - WPI (Jan' 2019)\} / WPI (Jan' 2019)$
Rate (m) = Rate (Work Order) X PVC
Where,
PVC = Price Variation Clause
m = Month for which the bill is being raised.
WPI = Whole Sale Price Index for "Food Articles" as mentioned Sl. No. 1.
Rate (m) = Rate for the food Item being claimed for the month m.
Rate (work order) = Rate for the food item given in the work order.
- The material should be of good quality and conform to the standards established by the law.
- Contractor has to pay statutory minimum wages (Uttarakhand State Govt.), Leave with Wages, Bonus, PF & ESI, Over Time to all the employees deployed by him in canteen (Ref.: Annexure-A).
- Contractor has to provide all safety items, uniform, shoes etc. to all employees (Ref.: Annexure-A).
- Contractor has to get employee medically tested before deploying & thereafter every six months (Ref.: Annexure-D).



**SPECIAL CONDITIONS OF CONTRACT & SCOPE OF WORK PROVIDING CATERING SERVICES THROUGH CATEEN
INSIDE BHARAT HEAVY ELECTRICALS LIMITED- RUDRAPUR UDHAM SINGH NAGAR (U.K.)**

SCOPE OF WORK/ SERVICES

1. The contractor should prepare and serve snacks, tea and coffee breakfast, lunch and dinner etc as per the menu and at quoted rate. The contractor should supply standard quality of tea/coffee, snacks and food items.
2. No new items (not covered under the contract) shall be introduced or served to employees in the canteen without obtaining prior permission and getting the rates fixed thereof by the company for being served to employees.
3. The contractor will be bound to charge all articles of foods; beverages at fixed price determined by the company and display the rates of all articles prominently in the canteen premises.
4. The eatables served by the contractor in the canteen shall be completely hygienic, free from any sort of adulteration, unwanted ingredients such as stones, soils eggshell, human hair, glass or crockery chips, paper wood insects, flies or non-usable liquid, ingredients not used in the preparation of the dishes. Dishes containing such things shall be rejected. Any item found substandard adulterated or of poor quality shall be rejected. All vegetables, fruits etc used shall be fresh and shall not be rotten or overripe. The contractor shall be responsible for their hygienic fitness. Milk and curd used shall be of high standard, especially spur, cured, if served shall be rejected outright. **An authorized personnel of BHEL shall have such adulterated/ rotten or poor quality raw material or items cooked out of such items, destroyed on the spot without any compensation whatsoever.**
5. The contractor should use good quality of oil, rice, ata, besan, vegetable, pulses, spices, tea, coffee, bread, butter etc while preparing various products in the canteen.
6. The contractor should keep sufficient stocks of items such as consumables, raw materials, packed and bottled items so as to meet normal requirement and any immediate needs of employees. The contractor shall not be permitted to stop supply of any items for any reason whatsoever.
7. The contractor shall ensure that beverages and eatables served in the canteen are not substandard. If the weight or any individual piece of prepared eatables etc is less than the prescribed limit of weight, the same shall be liable to be withdrawn BHEL reserves the right to reduce the prices of such items, already served.
8. The contractor should neither allow consumption nor keep alcohol/ other intoxicating preparation in the canteen.
9. The contractor should serve tea and snacks to different departments in addition to the canteen; shall as and when required and as per the instruction of the BHEL's authorized personnel.
10. Cooking shall be done in hygienic condition by properly trained cooks and services shall be done by presentable well mannered and trained bearers.
11. The used cups, saucers, tea ports, utensils are to be washed with good quality utensils cleaning powders. Oily utensils/ bowls are to be additionally washed in hot water.
12. The contractor should be responsible for maintaining proper cleanliness in and around the canteen and also of its utensils and rockeries.
13. The dinning hall, kitchen, washing area, service counter and store of the canteen should be washed, scrubbed fully cleaned with phenyl at least twice in each shift ie. Before and after lunch / dinner. The surrounding areas of the canteen are to be cleaned daily. All furniture and fixtures available in the canteen are to be cleaned two times in each shift.
14. All equipments and items in the canteen shall remain at the risk and in the sole charge of the contractor and the contractor shall be responsible for any loss or damage thereto arising from any cause other than the accepted risk and shall deliver these items in their proper condition at the time of expiry of the contract. An inventory of these items will



be made out and signed by the contractors and authorized personnel of BHEL. Other utensils / equipment's etc. required will be arranged by contractor. The contractor will be responsible for the items handed over to him. Any shortage, damage will be recovered at the current market rate.

15. The contractor shall keep a Complaint Book to record the complaints/ suggestion on services rendered by the contractor and such remarks shall be taken note of and acted upon immediately wherever required. In case there are complaints about the quality of food, snacks and tea and on check the quality is found below standard and poor on any day, a penalty may be imposed on contractor which may extend upto 100 % of the cost. This will also apply in case the size, weight and quantity is found less on any day, on repetition of this action on the part of the contractor, the security money may be forfeited. In case the quality of food snacks and tea is not found upto mark spite warning and imposition of penalty to the contractor, the contract can be terminated by the BHEL by engaging other agency on the risk and cost of the contractor.
16. The contractor will be the custodian of all properties handed over to him by the company viz. Furniture, fixtures, crockery, utensils, and other installations in the canteen and will be responsible for any breakage/damage to these articles for which he will be bound to make of the loss.
17. BHEL shall not be responsible for any amount(s) due to the contractor from any person(s) in respect of foodstuffs supplied or otherwise nor shall it be responsible to the contractor on the said account or any other accounts.
18. The contractor should operate the canteen to serve the food items at specified place and time. The snacks and tea will be distributed to employees and other persons at pre-defined service points (5 Nos. at present) on timings presently being

Shift	Tea	Snacks	Meal	Tea
I Shift (7.00 AM to 4.00 PM)	9.00 AM	9.00 AM	12.00 Noon	2.30 PM
General Shift (8.00 AM to 5.00 PM)	10.0 AM	10.00 AM	12.00 Noon	3.00 PM
II Shift (4.00 PM to 12.30 Night)	6.00 PM	6.00 PM	8.00 PM	10.00 PM

As per requirement, the timings and places may be changed/added/deleted by BHEL.

19. The timings for providing the services in other shifts will be notified in writing to the contractor. However, the work will include distribution of snacks/ tea- once, tea - once and lunch/ dinner - once in a shift.
20. Food preparation and food safety.

The contractor should ensure the following:

- i. The menus are to be decided as per Food Pyramids for the next month.
- ii. FIFO principal is to be applied.
- iii. Food is to be prepared under hygienic conditions.
- iv. Prepared items are to be covered properly.
- v. Variety should be as per season.
- vi. Palatability should be tested by the cook.
- vii. Equipments used in food preparations are work worthy and properly cleaned.
- viii. Utensils are properly cleaned.

21. Area Hygiene.

The contractor should ensure the following.

- i. Floors of the canteen area are hygienically clean.
- ii. Walls are dust / damp free.
- iii. Furniture are regularly cleaned.
- iv. Washing area provided hygienic environment.
- v. Cooking counter is adequately cleaned.
- vi. Service counters are adequately cleaned.



22. The contractor should ensure that all personnel engaged by him in the canteen are medically fit. Periodic medical examination of the contractors' staff deployed in canteen will be required twice a year for stool/ urine/ blood examinations.
23. The balance quantity of each item after distribution of lunch, tea, snacks etc. will be taken back by contractor. BHEL will not pay for such items
24. Supply of lunch, snacks, tea etc. and its service will be done on every working day. It will be supplied on holidays also on prior information to the contractor. The contractor will also arrange it in shifts, if the shift working is introduced.
25. Lunch, tea and snacks are to be supplied on valid coupons from employees is the sole responsibility of contractor. The contractor will be reimbursed the cost as per quoted rates; based on valid coupons collected from employees / persons and produced on day-to-day basis.
26. The contractor shall be responsible for care and safe custody of BHEL's property like electrical equipments utensils; fixtures canteen area etc. entrusted to him and if necessary arranges insurance at his own expense.
27. In case the successful bidder (L1 party) refuses to accept the Work Order or declines to execute the work then the EMD will be forfeited. In case of delay in the start of work penalty of Rs. 5000/- per day of delay will be levied.
28. The rate will be firm for two years' periods from the date of commencement of work and also during mutually extended period of contract, if any.
29. The contractor will keep insured their workman against accident etc. during the currency of contract.
30. The contractor shall maintain the stock of raw materials for meals/ snacks etc. so as to ensure un-interrupted services.
31. The raw materials used for the preparations will be as under:
 - I. Cooking oil: Sunflower/ Nature Fresh/ Fortune/ Saffola/ Dhara
 - II. Atta (wheat flour): Ashirvad/ Nature Fresh/ Shakti Bhog/ Annapurna/
 - III. Masale: Catch/ MDH
 - IV. Besan: Rajdhani/ Shaktibhog
 - V. Salt: Tata/ Ashirvad
 - VI. Rice: Sharbati, & equivalent
 - VII. Pulses: Arhar/ Malka Kali/ Malka Masoor/ Moong/ Rajma/ Chana Sabut /Chhole(kabuli chana) / Urad Chilka/ Urad Dhuli/ Dal Chana/ Lobiya/ **(Note: No dal should be repeated in a week.)**
 - VIII. Seasonal Vegetable/ Potato (non-sweet)/ **(Note: No seasonal vegetable should be repeated in a week)**
 - IX. Achar: Tops/ Kissan
 - X. Milk: Anand, Aanchal, Parag Dairy.
 - XI. Tea: Red Label, Brook Bond, Tajmahal, Tata Tea.

OBLIGATION OF BHEL - RUDRAPUR

1. Provide furnished canteen hall with electrical fittings fixtures etc. at a token rent of Rs. 100 per month.
2. Supply water free of cost.
3. Supply electricity free of cost.
4. Supply utensils, crockery and cooking utensils, gas burners, gas connections / cylinders etc. as available on as is where is basis, against the indemnity bond. Additional items / utensils for cooking/ serving and plates, glasses etc. etc. will have to be provided by the contractor.
5. Contractor will provide the replacement of items rendered unusable due to normal wear and tear after observing necessary formalities as per actual requirement. The damage to equipment / utensils etc. due to normal wear & tear will not make the contractor liable for compensating BHEL.



MEASUREMENT OF WORK, PENALTY CLAUSE AND PAYMENT THEREOF

1. Measurement of work will be done by the authorized representative of BHEL who shall make entries regarding the work executed by the contractor under different heads. These entries will be counter-signed by the contractor or his duly authorized representative.
2. Short comings, if any, in the work executed by the contractor will be pointed out by the designated employee to the Contractor or his authorized representative and the same will be rectified by him within 3 days to the satisfaction of the designated employee.

i) Payment towards work satisfactorily executed will be made to the contractor at the following rates on monthly basis:

(1). Lunch/ meal as per item given below including service charges: Rs.... Per lunch:

a)	Chapati with good wheat flour (5 chapati)	200 grams(dry)
b)	Rice cooked Sharbati & equivalent	100 grams(dry)
c)	Dal fried (vegetable oil) according to weekly menu	100 gms. (dry)
d)	Vegetable, according to weekly menu	100 gms. (dry)
e)	Salad (onion, tomato, mooli, kheera, seasonal)	25 gms.
f)	Mix Achar Tops/Kissan (Oct- March)	10 gms.
g)	Lemon (half piece) (Apr- Sept)	10 gms.
h)	Sweet Kheer (only on Saturday)	100 gms
I)	Raita (only Monday, Wednesday & Friday)	50 gms.
j)	Paneer Sabzi (only on Saturday)- atleast two pieces of paneer	100 gms

(2). Special Lunch/ meal as per item given below including service charges: Rs..... Per lunch:

a)	Chapati with good wheat flour (5 chapati)	200 gms. (dry)
b)	Rice cooked Sharbati & equivalent 100 grams cooked (Fried or plain as desired)	100 grams(dry)
c)	Vegetable dry good quality	50 gms. (dry)
d)	Vegetable curry good quality	100 gms. (dry)
e)	Dal special fry	100 gms. (dry)
f)	Curd	100 gms.
g)	Sweet (kheer etc.) OR Fruit (grapes 50 grams or banana 2 or apple 1 or orange 1)	150 gms.
h)	Salad (onion, tomato, mooli, gajar, kheera etc.	20 gms.
i)	Mix Achar Tops/Kissan (Oct- March)	10 gms.
j)	Lemon (half piece) (Apr- Sept)	10 gms.

(3). Snacks as per item given below including service charges: Rs..... per item:

a)	Snacks (alu pakaura, bread pakaura, Mathri, Kachorie, Biscuit, Namkeen, Samosa, Bhonda, etc.)	50 gms.
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4. Tea each cup (100 ml.): Rs. per cup including services charges (one kg. milk (to be used for 20 cups tea)

ii) All payments will be subject to deduction of income tax at source as per Income Tax and GST as per the applicable Rules.

3. Payment towards work satisfactorily executed will be made to the contractor as per Price quoted or negotiated rates as per rules.
4. The rate quoted by party will remain fix for the entire contract period of two years with price variation clause (PVC), based on monthly Whole Sale Price Index (WPI) for "Food Articles" released by office of the Economic



Adviser, Govt. of India, Ministry of Commerce & Industry, Department for Promotion of Industry and International Trade (DPIIT).

4.B $PVC = 1 + 0.8 \times \{WPI(m) - WPI(\text{Jan' 2019})\} / WPI(\text{Jan' 2019})$

Rate (m) = Rate (Work Order) X PVC

Where,

- | | |
|-------------------|--|
| PVC | = Price Variation Clause |
| m | = Month for which the bill is being raised. |
| WPI | = Whole Sale Price Index for "Food Articles" as mentioned Sl. No. 1. |
| Rate (m) | = Rate for the food Item being claimed for the month m. |
| Rate (work order) | = Rate for the food item given in the work order. |

5. **Consumption of material will be verified by Security through challan for entering of material at Factory gate.**
6. Following documents will be required to be enclosed with the monthly bill.
 - (a) Copy of coupons count verified by BHEL representative.
 - (b) Wage register/attendance register.
 - (c) ACR & Challan for PF & ESI
 - (d) Certificate from Contractor for compliance of Statutory Dues
 - (e) NEFT Details
 - (f) Any other documents (s) that may be required during the contract period.
7. During the processing of monthly bill any clarification sought by BHEL through email/letter/telephone shall be provided within 03 working days.
8. Penalty / LD Clause: Failure to/ Delay in providing of service/food facility to BHEL will attract a penalty of Rs. 5000 per day.
9. Any discrepancy noticed in the operation of contract, may lead to immediate termination of contract.

- 1 The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them, **Rates/Price including discounts/rebates, if any, mentioned anywhere/in any form in the techno-commercial offer other than the Price Bid, shall not be entertained.**
- 2 Unless specifically stated otherwise, bidder shall remit cost of tender and courier charges if applicable, in the form of Demand Draft drawn in favour of Bharat Heavy Electricals Ltd, payable at Rudrapur issuing the Tender, along with techno-commercial offer. Bidder may also choose to deposit the Tender document cost by cash at the Cash Office as stated above against sl no iv of 1, on any working day; and in such case copy of Cash receipt is to be enclosed with the Techno Commercial offer. Sale of tender Documents shall not take place on National Holidays, holidays declared by Central or State Governments and BHEL CFP Rudrapur, Sundays.
- 3 Unless specifically stated otherwise, bidder shall remit cost of tender and courier charges if applicable, in the form of Demand Draft drawn in favour of Bharat Heavy Electricals Ltd, payable at Rudrapur issuing the Tender, along with techno-commercial offer. Bidder may also choose to deposit the Tender document cost by cash at the Cash Office as stated above against sl no iv of 1, on any working day; and in such case copy of Cash receipt is to be enclosed with the Techno Commercial offer. Sale of tender Documents shall not take place on National Holidays, holidays declared by Central or State Governments and BHEL CFP Rudrapur, Sundays.
As this tender is an E-Tender and no paper bids will be accepted therefore the scanned copy of the Demand Draft or the Cash Receipt issued by BHEL CFP Rudrapur should be uploaded in the E procurement portal. Hard Copy of the demand draft should reach BHEL CFP Rudrapur before the due date and time of bid submission. BHEL shall not be responsible for postal or any other delays in this regard.
- 4 Unless specifically stated otherwise, bidder shall deposit EMD through Cash Deposit (as permissible under the extant Income Tax Act) (before tender opening), Electronic Fund Transfer credited in BHEL account (before Tender Opening) or Banker's Cheque/ Demand Draft/ Pay Order in favour of Bharat Heavy Electricals Ltd, payable at Rudrapur (along with offer).

For Electronic Fund Transfer the details are as below:-

a) **Name of the Beneficiary** -: Bharat Heavy Electricals Limited

b) **Bank Particulars**

- | | |
|--|---|
| i). Bank Name :- | STATE BANK OF INDIA |
| ii). Bank Telephone No.(with STD code):- | '05944 - 247678 / 247646/ 243843 |
| iii). Branch Address:- | INDIRA CHORAHA ,,RUDRAPUR,U.S
PIN-263153 |
| iv). Bank Fax No. (with STD code) :- | ' 05944 - 243454 |
| v). 9 Digit MICR Code of the Bank Branch | 263002001 |
| vi). Bank Account Number :- | 10672521208 |
| vii) Bank Account Type :- | CASH CREDIT |
| viii 11 Digit IFSC Code of Beneficiary | SBIN0000708 |

(Note:- In case of E-Tenders, no paper bids shall be accepted, therefore, the scanned copy of the Banker's Cheque/ Demand Draft/ Pay Order/ Details of payment made through Electronic Fund Transfer should be uploaded in the E-Procurement Portal and hard copy of the same should reach BHEL CFP Rudrapur before the due date and time of bid submission. BHEL shall not be responsible for postal or any other delays in this regard.)

EMD by the Tenderer will be forfeited as per NIT conditions, if:

- i) 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.
- ii) The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ LOA/ Contract.
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.

EMD shall not carry any interest.

In the case of unsuccessful bidders, the Earnest Money will be refunded to them within a reasonable time after award of work.

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

- 5 Procedure for Submission of Tenders:** This is an E-tender floated online through our E-Procurement Site <https://bhel.abcprocure.com/EPROC/>. The bidder should respond by submitting their offer online only in our e-Procurement platform at <https://bhel.abcprocure.com/EPROC/>. Offers are invited in two-parts only.

Documents Comprising the e-Tender

The tender shall be submitted online ONLY EXCEPT TENDER FEE & EMD (in physical form) as mentioned below:

a) Technical Tender (UN priced Tender)

All Technical details (eg. Eligibility Criteria requested (as mentioned below)) should be attached in e-tendering module, failing which the tender stands invalid & may be REJECTED. Bidders shall furnish the following information along with technical tender (preferably in pdf format):

- i. Tender Cost and Earnest Money Deposit (EMD) furnished in accordance with NIT Clause 3.0 & 4.0.
Alternatively, documentary evidence for claiming exemption as per clause 29 of NIT
- ii. Technical Bid (without indicating any prices).

b) Price Bid:

- I. Prices are to be quoted in the attached Price Bid format online on e-tender portal.
- II. The price should be quoted for the accounting unit indicated in the e-tender document.
- III. Note: It is the responsibility of tenderer to go through the Tender document to ensure furnishing all required documents in addition to above, if any. Any deviation would result in REJECTION of tender and would not be considered at a later stage at any cost by BHEL.
- IV. A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had

no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.

- V. A tender, which does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.
- VI. In case offer is sent through hard copy/fax/telex/cable/electronically in place of e-tender, same shall not be considered.

DO NOT'S

Bidders are requested NOT to submit the hard copy of the Bid. In case offer is sent through hard copy/fax/telex/cable/electronically in place of e-tender, the same shall not be considered. Also, uploading of the price bid in prequalification bid or technical bid may RESULT IN REJECTION of the tender.

Digital Signing of e-Tender

Tenders shall be uploaded with all relevant PDF/zip format. The relevant tender documents should be uploaded by an authorized person having Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION digital signature certificate (DSC).

The Requirement:

- 1. A PC with Internet connectivity &
- 2. DSC (Digital Signature Certificate)(**Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION**)

6 SECURITY DEPOSIT

- Upon acceptance of Tender, the successful Tenderer should deposit the required amount of Security Deposit towards fulfilment of any obligations in terms of the provisions of the contract. The total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.
- The security Deposit should be furnished before start of the work by the contractor.

The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms.

- i) Cash (as permissible under the extant Income Tax Act)
- ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
- iii) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).
- iv) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format for Security Deposit shall be in the prescribed formats.
- v) Fixed Deposit Receipt 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).
- vi) Security deposit can also be recovered at the rate of 10% of the gross amount progressively from each of the running bills of the contractor till the total amount of the required security deposit is collected. However in such cases at least 50% of the required Security Deposit,

including the EMD, should be deposited in any form as prescribed before start of the work and the balance 50% may be recovered from the running bills as described above.

(Note: In case of small value contracts not exceeding INR 20 lakhs, work can be started before the required Security Deposit is collected. However, payment can be released only after collection/ recovery of initial 50% Security Deposit).

Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.

- The Security Deposit shall not carry any interest.
- In case the value of work exceeds / reduces from the awarded / accepted value, the Security Deposit shall be correspondingly enhanced / reduced as given below:
 - i) The enhanced part of the Security Deposit shall be immediately deposited by the Contractor or adjusted against payments due to the Contractor.
 - ii) There will be no reduction in Security Deposit value in case of variation in contract value upto the lower limit specified in Quantity variation clause. In case of reduction of contract value beyond the lower limit specified in Quantity Variation clause, then the Security Deposit shall be re adjusted in proportion.
 - iii) In case of reduction, the reduced Contract value shall be certified by BHEL Construction Manager after ascertaining / freezing of BOQ / Drawings from the Design / Engineering Centre. The reduced Security Deposit value can only be considered after taking into account the adequacy of the securities held by BHEL to meet the liabilities of the contractor for the contract, and the performance of the contract in general. **In such cases, the revised value of Security Deposit shall be worked out only after execution of not less than the lower limit of the revised scope of work/contract value as per quantity variation clause, and as certified by Construction Manager. This reduction in value of Security Deposit shall not entitle the contractor to any amendment of Contract and shall be operated at the discretion of BHEL.**
 - iv) Contract value for the purpose of operating the reduced/increased value of Security Deposit due to Quantity Variation, shall be exclusive of Price Variation Clause, Over Run Compensation and Extra works done on manday rates.
 - v) The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of BHEL.
- The validity of Bank Guarantees towards Security Deposit shall be initially upto the completion period as stipulated in the Letter of Intent/ Award + 3 months, and the same shall be kept valid by proper renewal till the acceptance of Final Bills of the Contractor, by BHEL
- BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the Contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off the Security Deposit against any claims of other contracts with BHEL

• **RETURN OF SECURITY DEPOSIT**

Security Deposit shall be refunded/ Bank Guarantee(s) released to the Contractor along with the 'Final Bill' after deducting all expenses / other amounts due to BHEL under the contract / other contracts entered into with them by BHEL

7 Deviation with respect to tender clauses and additional clauses/suggestions in Techno-commercial bid / Price bid shall NOT be considered by BHEL. Bidders are requested to positively comply with the same.

8 BHEL reserves the right to accept or reject any or all Offers without assigning any reasons thereof. BHEL also reserves the right to cancel the Tender wholly or partly without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).

9 **Payment Terms:**

The payment shall be released on progressively after submission of monthly RA bill with ITC invoice/bill (in Three Copies) and based on WAM and measurement of work on MB book within 45 days from the date of

Submission of proper bill through e-payment mode for which the contractor need to provide following detail/documents:

1. Original Invoice in Triplicate.
2. Copy of work order.
3. Copy of work allocation annexure.
4. Copy of work completion certificate as per WAM-6/WAM-7
5. Copy payment receipt of PF & ESI of Contractor Employee of work execution period.
6. Copy Gate Attendance register.
7. Copy of wage register(form-17).

(Note: Without above documents bill cannot be processed for payment)

The receipt of the bills be reckoned from the date on which complete set of documents as above is received BHEL representative.

Payment towards work satisfactorily executed will be made to the contractor through e-payment to contractor's account with 45 days (bill processing time shall be 10 days by executing deptt. & 35 days by FIN deptt.) of submission of bill & verification of work by BHEL (executive level person) on monthly basis. Payments shall be made in line with the rates provided by the bidder in the detailed billing breakup which is in line with BOQ. All payments will be subject to deduction of income tax at source as per applicable income tax rules and GST shall be payable as per Since the job shall be executed at site, bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation, applicable wage structure, wage rules, etc before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions.

10 For any clarification on the tender document, the bidder may seek the same over e-procurement portal as per specified format, within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay or any other delays. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL

and no time extension will be given.

- 11 BHEL may decide holding of pre-bid discussion [PBD] with all intending bidders as per date indicated in the NIT. The bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Bidders shall plan their visit accordingly. The outcome of pre-bid discussion (PBD) shall also form part of tender.
- 12 In the event of any conflict between requirement of any clause of this specification/ documents/drawings/data sheets etc or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting/submission of offer, else BHEL's interpretation shall prevail.
- 13 Unless specifically mentioned otherwise, bidder's quoted price shall be deemed to be in compliance with tender including PBD.
- 14 Bidders shall submit Integrity Pact Agreement (Duly signed by authorized signatory who signs in the offer), **if applicable**, along with techno-commercial bid. This pact shall be considered as a preliminary qualification for further participation. **The names and other details of Independent External Monitor (IEM) for the subject tender is as given at Clause No. 1, Salient Features of NIT, Sl. No. (xi) above.**
- 15 **Integrity Pact (IP)**
 - i) IP is a tool to ensure that activities and transactions between the Company and its Bidders / Contractors are handled in a fair, transparent and corruption free manner. A panel of Independent External Monitors (IEMs) have been appointed to oversee implementation of IP in BHEL.

The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory who signs in the offer) along with techno-commercial bid. Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification. Details of IEM for this tender is given at point 1 (xi) above.
 - ii) Please refer Section-8 of the IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to the IEM mentioned in the tender.

No routine correspondence shall be addressed to the IEM (phone / post / email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification / issues shall be addressed directly to the tender issuing (procurement) department.
- 16 The Bidder has to satisfy the Pre Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of satisfying the Pre Qualification Criteria specified in this NIT as per Annexure-I (as applicable), past performance etc. and date of opening of price bids shall be intimated to only such bidders. BHEL reserves the right not to consider offers of

parties under HOLD.

- 17 In case BHEL decides on a 'Public Opening', the date & time of opening of the PRICE BID shall be intimated to the qualified bidders and in such a case, bidder may depute one authorized representative to witness the price bid opening. BHEL reserves the right to open 'in-camera' the 'PRICE BID' of any or all Unsuccessful/Disqualified bidders under intimation to the respective bidders.
- 18 Validity of the offer shall be for **six months** from the latest due date of offer submission (including extension, if any) unless specified otherwise
- 19 BHEL reserves the right to decide the successful bidder on the basis of Reverse Auction process. In such case all qualified bidders will be intimated regarding procedure/ modality for Reverse Auction process prior to Reverse Auction and price will be decided as per the rules for Reverse Auction. .
- 20 However, if reverse auction process is unsuccessful as defined in the RA rules/procedures, or for whatsoever reason, then the sealed 'PRICE BIDS' will be opened for deciding the successful bidder. BHEL's decision in this regard will be final and binding on bidder.
- 21 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 22 Contractor shall ensure payment of prescribed statutory minimum wages to workmen engaged by it, as applicable, as per latest BHEL circular issued (currently applicable rates as per Circular no. BHE:RU:HR:CL:2017 dt:07.02.17) The rates quoted by the bidders should be reasonable with reference to the minimum statutory amount (for labour supply contracts, bids lower than the minimum statutory amount, i.e minimum wage, PF, ESI, etc., as may be declared by unit HR deptt., shall be rejected) The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- 23 Consortium Bidding (or Technical Tie up) shall be allowed only if specified in Pre-Qualifying Requirement (PQR) criteria, and in such a case the following shall be complied with:
 - a) Prime Bidder and Consortium Partner or partners are required to enter into a consortium agreement with a validity period of six months initially. In case the consortium is awarded the contract, then the Consortium Agreement between the Prime Bidder and Consortium Partner or partners shall be extended till contractual completion period including extension periods if any applicable.
 - b) Stand-alone' bidder cannot become a **'Prime Bidder' or a 'Consortium bidder' or 'Technical Tie up bidder' in a consortium (or Technical Tie up) bidding.** Prime bidder shall neither be a consortium partner to other prime bidder nor take any other consortium partners. However, consortium partner may enter into consortium agreement with other prime bidders. In case of noncompliance, consortium bids of such Prime bidders will be rejected.
 - c) Number of partners for a consortium Bidding (or Technical Tie up) shall be as specified in the PQR
 - d) Prime Bidder shall be as specified in the Pre-Qualification Requirement, else the bidder

who has the major share of work

- e) In order to be qualified for the tender, Prime Bidder and Consortium partner or partners shall satisfy (i) the Technical 'Pre Qualifying Requirements' specified for the respective package, (ii) "Assessment of Capacity of Bidder" as specified in clause 9.0
 - f) Prime Bidder shall comply with additional 'Technical' criteria of PQR as defined in 'Explanatory Notes for the PQR'
 - g) Prime Bidder shall comply with all other Pre Qualifying criteria for the Tender unless otherwise specified
 - h) In case customer approval is required, then Prime Bidder and Consortium Partner or partners shall have to be individually approved by Customer for being considered for the tender.
 - i) Prime Bidder shall be responsible for the overall execution of the contract
 - j) In case of award of job, Performance shall be evaluated for Prime Bidder and Consortium Partner or partners for their respective scope of work(s) as per prescribed formats
 - k) In case the Consortium partner or partners back out, their SDs shall be encashed by BHEL. In such a case, other consortium partner or partners meeting the PQR have to be engaged by the Prime Bidder, and if not, the respective work will be withdrawn and executed on risk and cost basis of the Prime Bidder. The new consortium partner or partners shall submit fresh SDs as applicable.
 - l) In case the prime Bidder withdraws, the whole contract shall be considered cancelled and short closed.
 - a) After execution of work, the work experience shall be assigned to the Prime Bidder and the consortium partner or partners for their respective scope of work. After successful execution of two similar works with the same consortium partner or partners under direct orders of BHEL, the Prime Bidder shall be eligible for becoming a 'standalone' bidder for similar works, subject to certification from BHEL about the active involvement of the Prime Bidder for satisfactory execution of the works.
 - b) The consortium partner shall submit SD equivalent to 2% of the total contract value in addition to the SD to be submitted by the prime Bidder for the total contract value. In case there are two consortium partners, then each partner shall submit SD equivalent to 1% of the total contract value in addition to the SD to be submitted by the prime Bidder for the total contract value.
 - c) In case of a Technical Tie up, all the clauses applicable for the Consortium partner shall be applicable for the Technical Tie up partner also
- 24 The bidder shall upload documents in support of possession of 'Qualifying Requirements' duly self-certified and stamped by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately.
- 25 The bidder may have to produce original document for verification if so decided by BHEL.

- 26 The offers of the bidders who are on the banned/ hold list as also the offer of the bidders, who engage the services of the banned/ hold firms, shall be rejected. The list of **banned/ hold firms** is available on BHEL web site www.bhel.com.
- 27 BHEL reserves the right to go for **Reverse Auction (RA)** instead of opening the price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.
 In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit „online sealed bid“ in the Reverse Auction. Non-submission of “online sealed bid“ by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue””
 Information and General Terms and Conditions governing RA shall form part of the RFQ/Enquiry.
- 28 It may please be noted that **guidelines/rules** in respect of Suspension of Business dealings’, ‘Vendor evaluation format’, ‘Quality, Safety & HSE guidelines’, milestone/ completion certificate, etc may **undergo change** from time to time and the latest one shall be followed. The abridge version of extant ‘Guidelines for suspension of business dealings with suppliers/ contractors’ is available on www.bhel.com on “**supplier registration page**”.
- 29 **Micro and Small Enterprises (MSE)**
 Any Bidder falling under MSE category, shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer

Type under MSE	SC/ST owned	Others
Micro		
Small		

Note: - If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSE category.

- a) MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either Udyog Aadhaar or EM-II certificate having deemed validity (five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM-II certificate along with attested copy of a CA certificate (format enclosed as Annexure – 3) where deemed validity of EM-II certificate of five years has expired applicable for the last audited financial year. Date to be reckoned for determining the deemed validity will be the last date of Technical Bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal.

- b) MSEs shall be exempted from payment of tender fee.
- c) MSEs shall be exempted from payment of earnest money at the time of tender deposit. However, there is no exemption of security deposit submission.
- d) Participating MSEs quoting price within price band of L1+15 % shall be considered for award of up to 20% of complete scope of work by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE. In case of more than one such MSE, MSE with lowest price shall be given the first option to match the L1 price. However, MSEs owned by the Scheduled Caste or the Scheduled Tribe entrepreneurs shall be given the preference for matching the L1 price irrespective of their standing in comparative statement of MSE bidders within price band of L1+15 %.

30 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.

31 Order of Precedence

In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:

- a) Amendments/Clarifications/Corrigenda/Errata etc issued in respect of the tender documents by BHEL
- b) Notice Inviting Tender (NIT)
- c) Price Bid (online)

for BHARAT HEAVY
ELECTRICALS LTD

Enclosure:-

- (i) Annexure-A: Pre Qualifying criteria.
 - (ii) Annexure-B: Chartered Accountant certificate for MSMED
 - (iii) Annexure-C: General Terms and Conditions of Reverse Auction (RA)
- Annexure-D: Contractual Obligations

Annexure-B

Certificate by Chartered Accountant on 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:
RsLacs

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:
RsLacs

(Strike off which is not applicable)

The above investment of Rs Lacs is within permissible li
mit of
Rs 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 -

GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION

- A. BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

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

The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. The envelope sealed price bid of successful L-1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on the lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.

If it is found that the L-1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/contractors (as available on www.bhel.com)

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit 'online sealed bid' in the Reverse Auction. Non-submission of 'online sealed bid' by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on Internet.
4. BHEL will inform the vendor in writing in case reverse auction, the details of service provider to enable them to contact and get trained.
5. Business rules like event date, time, start price, bid decrement, extensions, etc. also will be communicated through service provider for compliance.
6. Vendors have to fax the compliance form in the prescribed (provided by service provider) before start of Reverse auction. Without this the vendor will not be eligible to participate in the event.
7. BHEL will provide the calculation sheet (e.g.: EXCEL sheet) which will help to arrive at "Total Cost to BHEL".
8. Reverse auction will be conducted on schedule date & time.
9. At the end of reverse auction event, the lowest bidder value will be known on the network.
10. The lowest bidder has to fax the duly signed filled-in prescribed format as provided on case-to-case basis to BHEL through service provider within 24 hours of action without fail.
11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.
12. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the „Business Rules of Reverse Auction“, which will be communicated before the Reverse Auction.
13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines, shall be initiated by BHEL and the results of the RA scrapped/ aborted.

14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
15. In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

Annexure D

(A) CONTRACTUAL

- a) Contractor shall decide the number of employees to be deployed for execution of the work awarded to him w.r.t of schedule completion of work and he or his authorized representative will be solely entitled to dictate such workers about the manner of carrying out the work as per the prescribed specifications and quality plan.
- b) Contractor shall supervise the work allotted to him and to be carried out by his employees.
- c) Contractor to ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc.
- d) Contractor to maintain appropriate records of his employees deployed to carry out the job(s).
- e) Contractor should issue appropriate appointment letters to his employees. He has to declare basic pay of salary per day of their employee. Which should not be less than latest minimum applicable wages fixed by the government. Failing to produce the details will lead to hold their payment against their due bills.
- f) Contractor to provide employment card/Identity card with photograph duly verified and attested by the Contractor to his employees. Contractor to indicate the name of the proprietary/partnership firm/company, place of work, contract number and duration of validity of card.
- g) Contractor will be responsible for the good conduct of his employees. In case of any misconduct/misbehavior by any employee, the contractor will replace such employee(s) immediately.
- h) Contractor will ensure that the job is executed through his employees on his rolls and under no circumstances the contractor will deploy any casual employee to carry out the job nor shall sub-contract the job without prior written permission by BHEL.
- i) Contractor will keep watch on his employees and he will be liable for any pilferage / loss to BHEL due to acts of omission and commission by his employees. Similarly, liability for any compensation to outsiders on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with him.
- j) Contractor to provide safety appliances and safety shoes to his employees. The contractor shall be responsible for enforcing all safety regulations as applicable. Penalty shall be applicable on subcontractor if safety measure not met by employee.
- k) The contractor has to provide a distinct uniform different from BHEL employees. The Uniform should have logo of the Contractors firm / company. The uniform shall be kept in neat, tidy and wearable condition. Wherever necessary, the Cap shall be integral part of the uniform.
- l) Contractor to ensure that all precautions are taken for safety of his employees and equipments.

- m) In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees from the establishment of BHEL. In case contractor decides to terminate services of his employees, he should settle all terminal dues including retrenchment compensation.
- n) Contractor shall provide to his employees all tools, tackles and equipments and maintain the same to carry out the job under the contract at his cost and if necessary contractor may take insurance policy of his men, material, equipments and tools and tackles.
- o) Contractor shall provide safety appliances and maintain the same at his own cost which may be required under the statute or otherwise.
- p) Contractor shall provide material at his cost as mentioned in the contract to his employees for carrying out the job.

(B) TOWARDS STATUTORY LIABILITY

- a) **All statutory requirements under Minimum Wages Act, 1948, & Addition Wages as per BHEL HR Circulars.** Payment of Wages Act, 1936, Workmen Compensation Act, 1923, EPF & MP Act, 1952, Payment of Gratuity Act, 1972, ESI Act, 1948, The Contract Labour (R&A) Act, 1970, Payment of Bonus Act, 1965, Income Tax Act, Service Tax 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 ensure payment of statutory prescribed minimum wages as applicable from time to time in the presence of authorized representative of BHEL and maintain proper records of their timely disbursement. These records need to be preserved for a period of at least 3 years and should be made available even after the contract is over for any verification by the statutory authorities / BHEL authorities.
- d) Contractor to provide PF pass book to his employees and ensure payment of PF, EDLI, pension dues under EPF & MP Act, 1952 to the RPFC. All contract labours deployed at CFP BHEL Rudrapur under this contract, irrespective of their monthly salary will have to be covered under EPF scheme & ESI scheme under ESI/ EPF Act.
- e) Contractor shall ensure payment of ESI contribution under ESI Act, 1948 and provide ESI membership No./card of each employee.
- f) Contractor shall produce proof of deductions as well as remittances of PF, EDLI, Pension, ESI contribution, administrative charges etc. wherever applicable and shall maintain proper records. Contractor to issue wage slips to his employees.
- g) Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.
- h) Contractor shall be solely responsible for nonpayment/ delayed payment of wages/ DA, contributions under EPF & MP Act, ESI Act etc.

Annexure A			
Pre-Qualification Requirements			
Tender No	201807281	Canteen Services	
S NO	Name and Description of the Pre-qualification Criteria		
1	Acceptance of BHEL's terms and conditions of the NIT including all annexures	Applicable	
2	Submission of EMD as specified on the page no 1 of the NIT	Applicable	
Technical			
Bidder who wish to participate should have: Experience of having successfully 'Executed' Similar Works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:			
3	A	Three (03) similar works each costing not less than the basic amount equal to ₹ 45.56 Lakhs.	
	or		
	B	Two (02) similar works each costing not less than the basic amount equal to ₹ 56.95 Lakhs.	
or			
C	One (01) similar work costing not less than basic amount equal to ₹ 91.13 Lakhs.	Applicable	
Financial			
4	A	TURNOVER: Bidders must have achieved an average annual financial turnover (Audited/CA issued) of ₹ 34.17 Lakhs or more over last three Financial Years (FY) i.e. (2016-17, 2015-16, 2017-18 /2014-15(in case audited balance sheets for the year 2017-18 are not available.)Bidder shall submit audited accounts (balance sheets and profit & loss account) in support of this. In case audited financial statements have not been submitted for all the three years as indicated above, then the applicable audited statements submitted by the bidders against the requisite three years, will be averaged for three years i.e. total divided by three	Applicable
	B	Net worth: Net worth of the Bidder based on the latest Audited Accounts as furnished for "4A" above should be positive Net Worth = Paid up share capital + Reserves. (Net worth is required to be evaluated in case of companies)	Applicable
	C	Profit: Bidder should have earned cash profit in any one of the three financial years as applicable in the last three financial years defined in '4A' above based on latest Audited accounts. Profit shall be NET profit (PAT +Non cash expenditure viz. depreciation) earned during any one of the three financial years asin '4A' above	Applicable
5	Submission of PAN, GST ,ESIC,PF registration Nos along with copies of the same	Applicable	
Definition of similar work(s):		Canteen services /catering services.	

Explanatory Notes for QR-4	
For QR '3' above the word 'Executed' means the bidder should have achieved the Technical Criteria, specified in the QR (as in '4' above), even if the total contract has not been completed or closed.	
For QR '3' value of work is to be updated as per the PVC formula of GCC with Indices for "All India Avg. Consumer Price Index for Industrial Workers" with base month as date of execution and indexed up to two months prior to the bid opening month. This condition will be applicable only for the completed jobs and not for the jobs in progress as on date of technical bid opening.	
If the Qualifying work is executed in the last seven years' period, as specified above, even if it has been started earlier, the same will also be considered meeting the qualifying requirements.	
BIDDER SHALL SUBMIT ABOVE PRE-QUALIFICATION CRITERIA FORMAT, DULY FILLED-IN, SPECIFYING RESPECTIVE ANNEXURE NUMBER AGAINST EACH CRITERIA AND FURNISH RELEVANT DOCUMENT INCLUSIVE OF WORK ORDER AND WORK COMPLETION CERTIFICATE ETC IN THE RESPECTIVE ANNEXURES IN THEIR OFFER.	

[Handwritten Signature]

- i) In case the contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the security deposit/other dues/running bills under the contract can be utilized by BHEL to discharge the liability of the contractor.
- j) 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.
- k) The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
- l) Contractor to obtain insurance cover for his employees / equipment / tools and tackles etc and take third party risk insurance coverage at his own cost. BHEL shall not be responsible for any loss, damage, pilferage of his property and / or his employees.
- m) Contractor should have independent code numbers/ exemptions under EPF & MP Act, 1952 and ESI Act, 1948 and shall cover his employees under the said codes.
- n) Payment of bonus under the Payment of Bonus Act, Payment of gratuity under the Gratuity Act, and retrenchment compensation under Act will be the sole responsibility of the contractor.
- o) Over and above the daily wage rate, payment shall be made for leave with wages.
- p) Contractor shall observe Provisions of the Factories Act in respect of working hours, holidays, rest intervals, leave and overtime to his employee. No work shall be done on second/third shift, overtime, Sundays or on other declared holidays without written permission.
- q) In case a contractor employs women as employee he will discharge his obligation under law in respect of such women workers such prohibition of engaging them during night-hours, prohibition of employing them for more than 9 hours per day, provision of crèche facility, grant of maternity leave as per rules etc.
- r) Contractor shall be responsible for making payment of wages before expiry of 7 days from the last day of wage period and to ensure disbursement of wages in the presence of the authorities representative of contract operating division who shall record under his signature at the end of entries in the Register of wages.
- s) Contractor to obtain license under CL(R&A) Act, 1970.