

**WORKS CONTRACT FOR COOKING AND HOUSEKEEPING SERVICES AT BHEL CANTEENS
FOR ONE YEAR DURING 2021-22**



A Maharatna Company
ISO 9001 Company
ISO 50001 Company

भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited

(A Government of India Enterprise)
Tiruchirappalli – 620 014

WORKS CONTRACTS MANAGEMENT

NOTICE INVITING e-TENDER

Dear Sir/ Ma'am,

Ref : **Tender No. 9472100033 dt.30.03.2021**

Subject : Two-part **e-Tender** inviting techno-commercial and price bids for **WORKS CONTRACT FOR COOKING AND HOUSEKEEPING SERVICES AT BHEL CANTEENS FOR ONE YEAR DURING 2021-22.**

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://eprocurebhel.co.in> only.

1.	Scope of work	Scope of work and technical terms and conditions as per Techno-Commercial Part-I bid.
2.	Location of work	BHEL Trichy.
3.	Period of contract	ONE YEAR from date of Award of work at BHEL, Trichy.
4.	CRITERIA FOR AWARD OF WORK	Schedule-wise L1 (lowest bidder)
5.	Last date/ time for receipt of tender	12.00 Hrs on dt. 12.04.2021
6.	Date/ time of opening of Techno-commercial bids	16.00 Hrs on dt. 12.04.2021 Change in opening date, if any, will be intimated later.
7.	Date of price bid opening	The date/ time of price bid opening will be intimated to the techno-commercial qualified tenderer separately.
8.	Total EMD amount	Schedule -1 (HOUSEKEEPING SERVICES AT BHEL CANTEENS) ₹ 5,25,318/- (₹ Five-lakhs twenty five thousand three hundred and eighteen only) Schedule -2 (Schedule:2: COOKING SERVICES AT BHEL CANTEENS) ₹ 1,51,961/- (₹ One-lakh fifty one thousand nine hundred and sixty one only) (Two separate EMD to be submitted for quoting both schedules)
9.	Contact details for queries related to tender	Sathese M, Dy.Manager/ WCM; 0431 257 5438; e-mail: msathese@bhel.in Balamurugan M, Manager/ WCM; 0431 257 6757; e-mail: mbn@bhel.in
10.	Working Area Contact details	N S Brahadesh, Sr.Manager / HRM IR & Canteen Proc. e-mail : brahadesh@bhel.in / Ph: 0431 257 7372

Authorized Digital Signature

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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 technical terms & conditions
4. General terms & conditions of the contract
5. Annexures (I, II, III)
6. Integrity Pact (Annexure-IV)

Part – II :: Price Bid (Vendor to quote the price in e-procurement portal as per reference price bid format enclosed as Annexure-V)

Special Instructions to the bidders:

- 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.
- In case of offline payments, the hardcopies of Earnest Money Deposit (EMD) document/ DD submitted to WCM/BHEL and the soft-copies uploaded at the time of online bid submission should be the same, otherwise the tender will be summarily rejected.
- Bidder should arrange for the EMD as specified in the tender. The original should be posted/couriered/given in person in a sealed cover super scribing 'Tender number/date/Part-I(A)/EMD' to the Tender Inviting Authority, within the bid submission date and time for the tender.
- Any deviation to this tender terms & conditions, and schedules of this tender will lead to total rejection of the offer submitted.
- 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.
- 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.
- 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.
- The tender must be signed separately and legibly by Partner/ Director 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.
- 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.

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- Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
- 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.
- 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.
- The tender schedule, and the tender shall be deemed to form an integral part of the contract to be entered into for this work.
- Tenderer shall sign the tender documents for having accepted the conditions and upload in e-procurement portal.
- Tender can be cancelled at any stage due to unavoidable circumstances.
- 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.
- 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.
- 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.
- 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.
- The bidder has to upload the scanned copy of all the mentioned original documents (in colour) during online bid-submission.
- In case you are not in a position to submit the offer, please send letter suitably specifying the reasons thereof.

Thanking you,

For **Bharat Heavy Electricals Limited**

M Sathese

Dy. Manager / Works Contracts Management,

3rd floor, 24 Building,

B.H.E.L., Tiruchirappalli – 620 014, Tamilnadu.

Phone: 0431-2575438,

Email: msathese@bhel.in

**WORKS CONTRACT FOR COOKING AND HOUSEKEEPING SERVICES AT BHEL
CANTEENS FOR ONE YEAR DURING 2021-22****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

- 1.2.1 EMD is waived off for MSE (Micro and Small Enterprises only) vendor by submitting Udyam Registration certificate.
- 1.2.2 Valid Registration to any other body as specified by ministry of MSME, GOI.

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 along with applicable GST 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.

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PART – I (B) TECHNO-COMMERCIAL BID

2 QUALIFYING CRITERIA FOR THE CONTRACT

S. No	CATEGORY	DETAILS
2.1	EARNEST MONEY DEPOSIT (EMD) EMD AMOUNT: <u>Refer page 1 of this tender document</u>	Refer Part-I (A)
2.2	<u>STATUS OF THE COMPANY</u> - Proprietorship: PAN card on owner name - For partnership firms: PAN card <u>and</u> PARTNERSHIP DEED - For others: PAN card in the name of company / firm / business <u>and</u> CERTIFICATE OF INCORPORATION / MOA <u>and</u> AOA.	copy to be uploaded in eprocurebhel.co.in portal
2.3	<u>PROOF OF EXPERIENCE:</u> <u>Schedule 1: HOUSEKEEPING SERVICES AT BHEL CANTEENS</u> Experience of Execution of work as per scope of work / Canteen related services or works involving supply of manpower in any Central / State Govt. / PSU / Private company executed after 31st March, 2013 in any of the following ways. a) Three Works/Service contracts each costing not less than the contract value of ₹ 100 Lakhs OR b) Two Works/Service contracts each costing not less than the contract value of ₹ 125 Lakhs OR c) One Works/Service contract costing not less than the contract value of ₹ 200 Lakhs <u>Schedule 2: COOKING SERVICES AT BHEL CANTEENS</u> Experience of Execution of work as per scope of work / Canteen related services or works involving supply of manpower in any Central / State Govt. / PSU / Private company executed after 31st March, 2013 in any of the following ways. a) Three Works/Service contracts each costing not less than the contract value of ₹ 28 Lakhs OR b) Two Works/Service contracts each costing not less than the contract value of ₹ 36 Lakhs OR c) One Works/Service contract costing not less than the contract value ₹ 57 Lakhs Qualifying value for vendors quoting for more than one schedule shall be algebraic sum of qualifying value corresponding to schedule for which vendor opts to quote. (Experience proof from BHEL shall contain work order copies and experience proof from other than BHEL shall contain work order /	Documentary evidence (WO /Agreement/ Completion certificate) copy to be uploaded in eprocurebhel.co.in portal)

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	agreement copies along with Form 26AS / TDS certificate / bank statement for payment from the organisation for the work executed to be enclosed.)	
2.4	<u>FINANCIAL SOUNDNESS:</u> Schedule 1: HOUSEKEEPING SERVICES AT BHEL CANTEENS Average Annual financial turnover for any of the three consecutive years during the last five financial years, should be at least ₹ 75 Lakhs Schedule:2: COOKING SERVICES AT BHEL CANTEENS Average Annual financial turnover for any of the three consecutive years during the last five financial years, should be at least ₹ 21 Lakhs <u>Turnover value for vendors quoting for more than one schedule shall be algebraic sum of Turnover corresponding to schedule for which vendor opts to quote.</u> Documents to Prove Financial Soundness of the Firm (in any of the following manner given below) for any three consecutive Financial years out of five years i.e. 2015-16, 2016-17, 2017-18, 2018-19 & 2019-20 (Assessment Year 2016-17, 2017-18, 2018-19, 2019-20 & 2020-21). a.) Self-attested copy of Income Tax Submission Acknowledgment (for Assessment Years) AND b.) Self-attested copy of Audited Profit & Loss account and Balance Sheet indicating CA membership number to be submitted along with offer (for Financial Years)	Documentary evidence copy to be uploaded in eprocurebhel.co.in portal
2.5	No Deviation Declaration	To be agreed in eprocurebhel.co.in portal
2.6	Integrity Pact is applicable for this Tender. It is mandatory to accept the Integrity pact & submit the signed document attached along with this tender.	Signed Copy to be uploaded in eprocurebhel.co.in portal

Note:

- At any stage, BHEL may ask for original documents and contractor has to submit the same.
- 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 and business dealing with BHEL may be suspended.

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3 SCOPE OF WORK AND TECHNICAL TERMS & CONDITIONS

BILL OF QUANTITY, SCOPE OF WORK AND TERMS & CONDITIONS

Schedule 1: HOUSEKEEPING SERVICES AT BHEL CANTEENS

SNo	Description of services	No of Points per -day	Estimated No.of-points per Annum	Category of workforce	No of Points w.r.t their category (Qty)	No.of Points w.r.t their category per annum	Daily rate for each point w.r.t their category	Annual Amount (Rs.)	Monthly rate for each points w.r.t their category	Monthly Rate
1	Cleaning and other services at 24 Canteen	5	1565	USW*	4	1252	724.99	907687.48	18910.16	75640.62
				SUP*	1	313	813.57	254647.41	21220.62	21220.62
2	Cleaning and other services at Unit-II Canteen	18	6570	USW	16	5840	724.99	4233941.6	22051.78	352828.47
				SUP	2	730	813.57	593906.1	24746.09	49492.18
3	Cleaning and other services at WRI dining Hall	1	313	USW	1	313	724.99	226921.87	18910.16	18910.16
				SUP	0	0	813.57	0		0.00
4	Cleaning and other services at HRDC dining Hall	2	626	USW	2	626	724.99	453843.74	18910.16	37820.31
				SUP	0	0	813.57	0		0.00
5	Cleaning and other services at Civil dining Hall	2	626	USW	2	626	724.99	453843.74	18910.16	37820.31
				SUP	0	0	813.57	0		0.00
6	Cleaning and other services at Medical dining Hall	3	1095	USW	3	1095	724.99	793864.05	22051.78	66155.34
				SUP	0	0	813.57	0		0.00
7	Cleaning and other services at RPS dining Hall	1	313	USW	1	313	724.99	226921.87	18910.16	18910.16
				SUP	0	0	813.57	0		0.00
8	Cleaning and other services at 19 Canteen	26	8138	USW	24	7512	724.99	5446124.88	18910.16	453843.74
				SUP	2	626	813.57	509294.82	21220.62	42441.24
9	Cleaning and other services at 58 Canteen	32	11680	USW	30	10950	724.99	7938640.5	22051.78	661553.38
				SUP	2	730	813.57	593906.1	24746.09	49492.18
10	Cleaning and other services at SSTP (18 Canteen)	9	3285	USW	9	3285	724.99	2381592.15	22051.78	198466.01
				SUP	0	0	813.57	0		0.00

USW- Unskilled Workforce

SUP - Supervisor

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Schedule:2: COOKING SERVICES AT BHEL CANTEENS

SNo	Description of services	No of Points per day	Estimated No. of points per month	Category of workforce	No. of Points s w.r.t their category	Daily rate for each point w.r.t their category	Total Amount payable for one year	Monthly Rate for each point w.r.t. Category	Monthly Rate
1	Cooking and serving services at Unit-II Canteen	3	1095	SW*	1095	793.01	868345.95	24120.72	72362.2
2	Cooking and serving services at SSTP(18 Canteen)	2	730	SW	730	793.01	578897.3	24120.72	48241.4
3	Cooking and serving services at 19 Canteen	5	1825	SW	1825	793.01	1447243.25	24120.72	120603.6
4	Cooking and serving services at 58 Canteen	15	5475	SW	5475	793.01	4341729.75	24120.72	361810.8
Total									₹6,03,018.02

**SW - Skilled
Workforce**

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

1.Tender Price:

a. Unless explicitly stated in the tender document, the contractor shall be responsible for the whole works, based on the schedule of works, bill of quantities and payment shall be made as per accepted rates based on the activities carried out as in the scope of work.

b. While quoting the “service charge”, bidders should consider all cost elements like financing cost, cost of maintenance of accounts, overheads, profit margins, conveyance charges, amount of security deposit, statutory requirements / obligations, contractual obligations and any other expenditure as deemed relevant by the bidder or cost of any other item under its scope and to meet any expenses / exigencies (including bearing of penalty by bidder as per tender document) so as to ensure continuity of services. While quoting the price, the bidder must keep in view the prevailing applicable minimum wages of the Government of Tamilnadu. It is the responsibility of the bidder to educate himself about all obligations to be performed under the contract, the financing cost, administrative expenses, statutory liabilities, etc and then

c. If a bidder quote “Nil” service charge, the bid shall be treated as unresponsive and will not be considered for evaluation. Bids without any element of cost over and above wages / statutory payments (or below it) shall be treated as “Nil” price quotation and would be rejected. The contractor shall be liable for all kinds of dues payable in respect of all personnel provided under the contract and BHEL shall not be liable for any dues for availing the services of the personnel.

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d. The bidders are advised to quote the “Service Charges” in terms of percentage of total charges arrived above. The service charge quoted in the price bid shall be exclusive of GST. GST shall be payable as applicable on actual.

e. Lowest “Service Charge” received against the tender need not be acceptable to BHEL and in that case BHEL would not consider the same for Award of Contract. BHEL would negotiate or re-float the tender if L1 price is not the lowest-acceptable price to them inter-alia other reasons.

2. Applicable Contractual Variations

Within the validity or any extension of contract thereof, “Service charge” shall remain Firm (in terms of percentage) without any escalation / variation for any reason, whatsoever, unless specifically provided herein. Contractor’s obligation shall remain unaffected by such escalation / variation. However, during the validity of contract period, the contract value will vary depending on the followings:

a. Rates of basic plus VDA (subsequent to floating of this tender), as & when notified by Govt. of Tamilnadu will be applicable in the contract and accordingly the monthly bills of the contractor will get amended against the documentary evidence;

b. Rates of EPF / EPS / EDLI / ESI /Min. monthly bonus etc. (subsequent to floating of this tender), as & when notified by governing statutory authorities will be applicable in the contract and accordingly the monthly bill(s) of the contractor will get amended against the documentary evidence.

3.1 SPECIFICATION / SCOPE OF WORK FOR COOKING CONTRACT.

Contract pertains to Cooking & Serving services in the ‘A’, ‘B’ & ‘C’ shifts (06:00 Hrs. to 14:00 Hrs, 14:00 Hrs to 22:00 Hrs and 22:00 Hrs to 06:00 Hrs.) in canteens of BHEL Tiruchy for a period of One Year.

The work involved is Preparation and Serving of following food items as specified by respective canteen in-charges as below: -

Approx. Quantity of users / No. of each food item to be prepared on daily basis in all the canteens:-

SL. NO	Type of Service	Food Items	Quantity / Nos.			
			19 Canteen	58 Canteen	18 Canteen	24 Canteen & Peripheral dining halls
1	BREAKFAST	Pongal / Uppuma	450	500	150	400
2		Dosa				
3		T. Sambar				
4		Chutney				
5	LUNCH & DINNER	Rice	600 & 150	400 & 200	175 & 75	550 & 200
6		Sambar				
7		Rasam				
8		Kottu / Poriyal				
9		Appalam				

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10	EVENING SNACKS	Pakoda / Kara Sev / Sundal / Mixture	-	500	-	-
11	COFFEE	Coffee	2000	3000	300	2000
12	TEA	Tea	4000	3500	500	5000
13	MIDNIGHT TIFFIN	Dosa	0	50	20	30
		T. Sambar				

(The quantity is approximate includes all shifts).

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

Canteen No.	Indicative No of Persons required	Details of job to be undertaken
All Canteens	14	<u>"A" Shift (06:00 Hrs to 14:00 Hrs)</u> - Dosai preparation. - Tea/Coffee preparation (Canteen) - Tea/Coffee preparation (Shop Service) - Wet grinding & Coconut Scraping - Lunch Meals preparation - Snacks preparation for evening service
All Canteens	8	<u>"B" Shift (14:00 Hrs to 22:00 Hrs)</u> - Tea/Coffee preparation (Shop Service) - Evening Snacks Time Tea preparation (Canteen) - Wet grinding for Dosai preparation & Coconut Scraping - Tea/Coffee preparation (Shop Service) - Dinner Meals / Tiffin preparation - Milk / Tea / Coffee Preparation
All Canteens	3	<u>"C" Shift (22:00 Hrs to 06:00 Hrs)</u> Tea/Milk preparation (Shop Service)

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		2. Wet grinding & Coconut Scraping 3. Pongal/Ravabath & Tiffen sambar preparation for Breakfast 4. Milk boiling 5. Tea/Coffee preparation (Canteen) 6. Dosai preparation for Breakfast 7. Midnight Tiffin preparation
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Total – 25 Persons.

The roles of contract workmen are as detailed below:-

SHIFTS	ROLE OF COOKING CONTRACT WORKMEN
	<u>Towards Breakfast / Midnight Tiffin Preparation :</u> <u>For Sambar:-</u> Tamarind pulp making – Mixing the ingredients in right proportion-dhal boiling-cooking of Sambar- finishing for required taste – i.e. Preparation of raw materials & cooking (cut & washed vegetables will be given) <u>For Pongal/Uppuma:-</u> Rice & dhal to be washed and Pongal to be cooked with requisite ingredients. (cleaned & cut ginger piece and cleaned curry leaves will be given) <u>For Dosa:-</u> Preparation on the hot plate -Spreading and preparing the Dosas- Mixed dough will be provided (each Dosa should weigh 100 gms & dia minimum 15 cm) <u>For Chutney:-</u> Shallow frying the ingredients for onion chutney. (cleaned onions and tomato will be provided)
22:00 Hrs to 06:00 Hrs (Daily)	

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<u>Towards Lunch/ Dinner Preparation</u>	
	<u>For Rice</u> Cooking in Boiler and filling in Vessels Manpower support will be provided for washing and cleaning of rice
	<u>For Sambar</u> Tamarind pulp preparation, Dhal boiling and rest of the Sambar preparation work by contract men. i.e, Preparation of raw materials & cooking – (Washed and cut vegetables, curry leaves, etc.)
06:00	<u>For Rasam</u> Tamarind pulp preparation, Dhal boiling, masala prep. and rest of the Rasam preparation work- i.e., Preparation of raw materials & cooking (Washed and cut
Hrs. to	Tomatto, curry leaves, etc. will be given).
14.00	<u>For Koottu/Poriyal</u> Boiling vegetables, mixing masala, cooking and finishing-i.e. Preparation of raw materials & cooking (cut-vegetables & coconut gratings will be given)
Hrs.	
&	
14.00	<u>Appalam</u> Frying 4000 nos. without any flaw.
Hrs to	
22.00	<u>Snacks</u> Different varieties of sundals / Pasipayaru / Thattapayaru to be cooked with the
Hrs	give raw materials on alternate days. Mixture/ Ribbon pakoda / Roasted peanut to
(Daily)	be prepared on alternate days with the given ingredients.

(*) However, the quantum of food items as well as the time of preparation is subject to the need and requirement from time to time.

Other Activities:

1. Onion peeling and chopping as required.
2. Vegetables like sponge gourd, bottle gourd, 'chow chow', Yam root, Ash gourd, etc. to be peeled off and cut as required.
3. The leafy vegetables (including coriander) and other vegetables to be cut regularly as required.
4. Potato/Beet root to be peeled off through Machines and cut regularly.
5. The skin of Garlic to be removed and chopped regularly.
6. Green and red Chilies stems to be removed/chopped regularly.
7. Small stones / dusts and other foreign objects etc. to be segregated from the Pulses like Moong Dhal, Toor Dhal, Gram Dhal, Green Moong & whole Garam Masala items etc.
8. Keeping the cooking areas / gas stoves/ boilers/chapathi plates etc. neat and clean before and after Cooking.
9. Kneading of Atta for chapathi / Pooris through machines or manually whenever required.
10. Powdering of Masala through Powdering Mill or manually if required.
11. Grinding of Masala for preparation of Sambar, Poriyal by using grinding machines or manually if required.

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12. Assisting on vegetables cutting work by way of arranging, peeling, washing, shifting including keeping the Vegetable Cutting Room neat and clean.
13. Taking raw materials required for the preparations from the stores and returning unused materials with proper accounting.
14. Arranging of the counters and Serving the food items.
15. Other such canteen related works as assigned from time to time.

Administrative instructions:

1. The contractor has to engage competent and physically fit workforce as stipulated in the BOQ in the respective locations. The workmen deployed for this work should have completed 21 years of age and should not have crossed 55 years and wear while on duty an acceptable uniform & sandak provided by the Contractor to carry out the works contract of cooking services at BHEL Canteens and supervision thereof. Contractor must provide Uniform Minimum One set (Sandal wood track shirt, black color pant), Apron (maroon checked), Kitchen Towel, Chef cap. / Personal Protective Equipment and 1 pair of Sandak chappals. Contractor should submit the certificate obtained from canteen incharge for issuance of uniforms to contract workers along with first month bill of the contract.

2. The persons employed shall be physically and medically fit. Also employed persons should be healthy and free from all type of diseases.

An amount at the prevailing rate fixed by BHEL per person per day is payable as charges towards the food availed by the contract workmen.

3. Canteen being an essential service, contractor shall ensure that the required and stated number of workmen are deployed regularly. The contractor while sanctioning leave to his employees he should also ensure that sufficient employees with PF/ESI numbers are available for deploying them to work to execute the work as per contract terms such that the work envisaged under the contract shall not suffer.

4. In order to cover up for absenteeism/Leave of his workers the contractor shall keep adequate number of extra workers with PF/ESI numbers such that the work envisaged under the contract shall not suffer.

5. Due to failure of the contractor to engage adequate number of workers, if the Management of BHEL engages workers to complete any part or whole of the work as per this contract for any period, the contractor shall be liable to reimburse the extra cost involved on this account to the Management of BHEL.

6. The remittances to ESI & PF authorities in respect of workmen engaged for the work shall be done as per Rules. However, a list showing the names of workmen individually and the details of amounts remitted towards their PF & ESI for each month will have to be enclosed to the bill.

7. The payment will be made to the contractor on the basis of the bills submitted by him which has to be duly certified by Canteen Shift I/C or Supervisor & Executive/Canteen.

8. Payment will be made to the Contractor on monthly basis against the submission of the following documents:

- a) Invoice: Original + 2 photo copies

**WORKS CONTRACT FOR COOKING AND HOUSEKEEPING SERVICES AT BHEL
CANTEENS FOR ONE YEAR DURING 2021-22**

- | | |
|-------------------|--------------------------|
| b) Attendance | Register: 2 photo copies |
| c) Wage register | 2 photo copies |
| d) Bank statement | 2 photo copies |
| e) ESI Challan | 2 photo copies |
| f) PF statement | 2 photo copies. |

9. The daily work hours, interval for rest, Weekly holiday and Compensatory off shall be as per Factories Act 1948.

10. The contractor shall abide by the following rules and regulations.

- a. The minimum wages Act 1948 and the related rules
 - b. The payment of wages Act 1936 and the related rules.
 - c. The Factories Act 1948 and related Tamil Nadu Rules.
 - d. The Employees' Provident Fund & Miscellaneous provisions Act 1952.
 - e. The Employees State Insurance Act 1948.
 - f. Workmen Compensation Act 1923
 - g. Payment of Bonus Act 1965
 - h. Maternity Benefit Act, 1961
 - i. Payment of Gratuity Act, 1972
 - j. Inter-State Migrant Workmen (Regulation of Employment & Conditions of Service) Act, 1979
 - k. Equal Remuneration Act, 1976
 - l. Industrial Employment (Standing Order) Act, 1960 (In case of engaging 100 or more personnel)
 - 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

3.2 SPECIFICATION / SCOPE OF WORK FOR CLEANING CONTRACT.**18 Canteen****Timing of the Canteen Services for Normal Working Days**

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

Timing of the Canteen Services for Sundays & holidays

**WORKS CONTRACT FOR COOKING AND HOUSEKEEPING SERVICES AT BHEL
CANTEENS FOR ONE YEAR DURING 2021-22**

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

Approximate consumer details and consumption details are given below

Breakfast	Lunch	Evening snacks	Dinner	Midnight Tiffin
For Normal Working Days				
150	175	150	50	20
For Sundays & Holidays				
50	50	60	40	10

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

Brief description

18 Canteen is having 3 dining Halls Namely Main Hall, Tiffin Hall & Special dining Hall. Special dining Hall will be used only for Lunch. Balance both the dining halls will be used for all services. Approximate area of canteen & dining hall (inclusive of all dining halls) is 1030 sqm. Main Hall is having 20 dining tables (Approx) of 8 seater capacity along with stool/Chair. Tiffin Hall is having 9 dining tables (Approx) of 8 seater capacity along with stool/Chairs. Special dining Hall is having 12 dining tables (Approx) of 3 seater capacity along with stool/Chairs. Food preparation will be carried for Breakfast (Approx – 1500 Consumers), Lunch (Approx – 175 Consumers). Tea preparation will be carried out for 100 Consumers (Approx) on Sundays & holidays. Light carrying Vehicle/Trolley/Tempo is available for transportation of Tea, coffee, Milk, Cooked foods & Raw materials.

Scope of Work

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

1. All the plates, Cups, Vattas & Tea Cans should be cleaned and Kept in assigned Places well in advance (Minimum Half an hour) before start of every Services.

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

**WORKS CONTRACT FOR COOKING AND HOUSEKEEPING SERVICES AT BHEL
CANTEENS FOR ONE YEAR DURING 2021-22**

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

58 Canteen

Timing of the Canteen Services for Normal Working Days

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

Morning Tea/Coffee to shop Floors – 09:50 Hrs to 10:10 Hrs (No. of Tea points – 30)

Lunch – 12:00 Hrs to 13:00 Hrs

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

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

Dinner – 20:00 Hrs to 20:30 Hrs

Midnight Tea – 02:00 hrs to 02:15 Hrs

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

Timing of the Canteen Services for Sundays & holidays

Breakfast – 06:50 Hrs to 07:40 Hrs

Morning Tea/Coffee to shop Floors – 09:50 Hrs to 10:10 Hrs (No. of Tea points – 5)

Lunch – 12:00 Hrs to 13:00 Hrs

Afternoon Tea to shop Floors – 15:00 Hrs to 15:30 Hrs (No. of Tea points – 2)

Dinner – 20:00 Hrs to 20:30 Hrs

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

Approximate consumer details and consumption details are given below

Breakfast	Lunch	Evening snacks	Dinner	Midnight Tiffin
For Normal Working Days				
500	400	200	200	50
For Sundays & Holidays				
130	100	Nil	10	20

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

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

**WORKS CONTRACT FOR COOKING AND HOUSEKEEPING SERVICES AT BHEL
CANTEENS FOR ONE YEAR DURING 2021-22**

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

Brief description

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

Scope of Work

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

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

**WORKS CONTRACT FOR COOKING AND HOUSEKEEPING SERVICES AT BHEL
CANTEENS FOR ONE YEAR DURING 2021-22**

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

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

Breakfast – 06:50 Hrs to 08:00 Hrs

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

Lunch – 12:00 Hrs to 13.00 Hrs

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

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

Dinner – 20.00 Hrs to 20:30 Hrs

Approximate consumer details and consumption details are given below

**WORKS CONTRACT FOR COOKING AND HOUSEKEEPING SERVICES AT BHEL
CANTEENS FOR ONE YEAR DURING 2021-22**

Breakfast	Lunch	Evening snacks	Dinner
For Normal Working Days			
500	600	100	150

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

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

Approximately 1 Snacks Plate and 1 Vatta will be used per consumer for Evening Snacks.

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

Brief description

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

Scope of Work

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

1. All the plates, Cups, Vattas & Tea Cans should be cleaned and Kept in assigned Places well in advance (Minimum Half an hour) before start of every Services.
2. All the dining Tables should be arranged properly and Water Jugs & Tumblers should be kept on each dining tables well in advance (Minimum Half an hour) before start of every Services.
3. Tea/coffee/Milk Cans should be cleaned properly within Half an hour of every Tea/Coffee/Milk Services.
4. Canteen Areas & dining Halls (including dining Tables & Stools/Chairs) must be cleaned by using mob & cleaning agent within Two Hours from the completion of every services.

**WORKS CONTRACT FOR COOKING AND HOUSEKEEPING SERVICES AT BHEL
CANTEENS FOR ONE YEAR DURING 2021-22**

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

**WORKS CONTRACT FOR COOKING AND HOUSEKEEPING SERVICES AT BHEL
CANTEENS FOR ONE YEAR DURING 2021-22****24 Canteen****Timing of the Canteen Services for Normal Working Days**

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

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

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

Approximate consumer per day details and consumption details are given below

Lunch
120

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

Brief description

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

Scope of Work

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

1. All the plates, Cups, Vattas & Tea Cans should be cleaned and Kept in assigned Places well in advance (Minimum Half an hour) before start of every Services.
2. All the dining Tables should be arranged properly and Water Jugs & Tumblers should be kept on each dining tables well in advance (Minimum Half an hour) before start of every Services.
3. Tea/coffee/Milk Cans should be cleaned properly within Half an hour of every Tea/Coffee/Milk Services.

**WORKS CONTRACT FOR COOKING AND HOUSEKEEPING SERVICES AT BHEL
CANTEENS FOR ONE YEAR DURING 2021-22**

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

**WORKS CONTRACT FOR COOKING AND HOUSEKEEPING SERVICES AT BHEL
CANTEENS FOR ONE YEAR DURING 2021-22**

23. Vegetables cutting if required.
24. Bringing Raw materials from centralised Stores to sub store of Canteen.
25. Any other activities assigned by Canteen authority related to canteen from time to time.

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

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

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

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

Timing of the Canteen Services for Normal Sundays & holidays

Not Working

Approximate consumer per day details and consumption details are given below

Dining Hall	Lunch
HRDC	50

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

Brief description

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

Scope of Work

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

1. All the plates, Cups, Vattas & Tea Cans should be cleaned and Kept in assigned Places well in advance (Minimum Half an hour) before start of every Services.

**WORKS CONTRACT FOR COOKING AND HOUSEKEEPING SERVICES AT BHEL
CANTEENS FOR ONE YEAR DURING 2021-22**

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

**WORKS CONTRACT FOR COOKING AND HOUSEKEEPING SERVICES AT BHEL
CANTEENS FOR ONE YEAR DURING 2021-22****Medical dining Hall****Timing of the Canteen Services for Normal Working Days, Sundays & Holidays**

Breakfast – 06:50 Hrs to 08:00 Hrs

Lunch – 12:00 Hrs to 13.00 Hrs

Dinner – 20.00 Hrs to 20:30 Hrs

Mid Night Tea service – 02:15 Hrs to 02:30 Hrs

Approximate consumer details and consumption details are given below

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

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

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

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

Brief description

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

Scope of Work

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

1. All the plates, Cups, Vattas & Tea Cans should be cleaned and Kept in assigned Places well in advance (Minimum Half an hour) before start of every Services.
2. All the dining Tables should be arranged properly and Water Jugs & Tumblers should be kept on each dining tables well in advance (Minimum Half an hour) before start of every Services.
3. Tea/coffee/Milk Cans should be cleaned properly within Half an hour of every Tea/Coffee/Milk Services.
4. Canteen Areas & dining Halls (including dining Tables & Stools/Chairs) must be cleaned by using mob & cleaning agent within Two Hours from the completion of every services.

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

WRI Dining Hall**Timing of the Canteen Services for Normal Working Days**

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

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

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

Timing of the Canteen Services for Normal Sundays & holidays

No Working

Approximate consumer per day details and consumption details are given below

Dining Hall	Lunch
WRI	30

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

Brief description

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

Scope of Work

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

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

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14. Periodic Water refilling to be done during service time to ensure the availability of water at all dining tables.
15. Bringing Cooked foods from 58 canteen for all the services dinner and returning to the concerned canteen after cleaning.
16. Any other activities assigned by Canteen authority related to canteen from time to time.

RPS Dining Hall**Timing of the Canteen Services for Normal Working Days**

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

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

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

Timing of the Canteen Services for Normal Sundays & holidays

Not Working

Approximate consumer per day details and consumption details are given below

Dining Hall	Lunch
RPS	30

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

Brief description

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

Scope of Work

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

1. All the plates, Cups, Vattas & Tea Cans should be cleaned and Kept in assigned Places well in advance (Minimum Half an hour) before start of every Services.
2. All the dining Tables should be arranged properly and Water Jugs & Tumblers should be kept on each dining tables well in advance (Minimum Half an hour) before start of every Services.
3. Tea/coffee/Milk Cans should be cleaned properly within Half an hour of every Tea/Coffee/Milk Services.

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

Civil Dining Hall**Timing of the Canteen Services for Normal Working Days**

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

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

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

Timing of the Canteen Services for Normal Sundays & holidays

No Working

Approximate consumer per day details and consumption details are given below

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Dining Hall	Lunch
Civil	50

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

Brief description

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

Scope of Work

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

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

**WORKS CONTRACT FOR COOKING AND HOUSEKEEPING SERVICES AT BHEL
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10. Soiled plates, Cups, Tumblers, Vattas etc (as applicable to each services) to be collected from canteen users and to be moved to Cleaning room and to be cleaned in cleaning room by using Soap oil & water in all services.
11. All the waste from soiled plates to be stored in waste bin and to be moved to assigned places.
12. Cob removal to be carried out once in a week in Canteen including dining hall.
13. Surrounding area cleaning in alternative days.
14. Periodic Water refilling to be done during service time to ensure the availability of water at all dining tables.
15. Helping for bringing Cooked foods from 58 canteen for all the services dinner and returning to the concerned canteen after cleaning.
16. Any other activities assigned by Canteen authority related to canteen from time to time.

UNIT-II CANTEEN

Timing of the Canteen Services for Normal Working Days

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

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

Lunch Service – 12:00 Hrs to 13:00 Hrs

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

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

Dinner Service – 20:00 Hrs to 20:30 Hrs

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

Midnight Tiffin – 03:00 Hrs to 03:15 Hrs

Timing of the Canteen Services for Sundays & Holidays

Breakfast – 06:50 Hrs to 07:40 Hrs

Morning Tea/Coffee – 09:50 Hrs to 10:10 Hrs (No.of Tea points – 6)

Lunch – 12:00 Hrs to 13:00 Hrs

Afternoon Tea – 15:30 Hrs to 15:40 Hrs (No.of Tea points – 6)

Dinner – 19:30 Hrs to 20:30 Hrs

Midnight Tiffin – 03:00 Hrs to 03:15 Hrs

Approximate consumer details per day and consumption details are given below

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

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

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

Approximately 1 Snacks Plate and 1 Vatta will be used per consumer for Evening Snacks.

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

Brief description

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

Scope of Work

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

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

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

Administrative instruction

The contractor has to engage competent and physically fit workforce as stipulated in the BOQ in the respective locations.

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

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WORKERS	SUPERVISORS
PLAIN MAROON PANT AND MAROON T-SHIRT, YELLOW CAP, 1 pair of SANDAK CHAPPAL & 1 pair of HAWAI CHAPPALS	CHECKED SHIRT MAROON & SANDAL YELLOW CAP, 1 pair of SANDAK CHAPPAL & 1 pair of HAWAI CHAPPALS

Expenses on account of payment of salary / wages / provision of food for the Contractor's employees /Uniform / Personal Protective Equipment, and other benefits including statutory payments like PF, ESI, Holiday wages, Gratuity, Bonus, etc., to the employees engaged by the Contractor shall be borne by the Contractor. **An amount at the prevailing rate fixed by BHEL per person per day is payable as charges towards the food availed by the contract workmen.** The contractor shall have full control over his employees including the right to appoint, determine service conditions, discipline, discharge, dismissal etc.

- (a) Contractor should ensure that his employees follow all rules and regulations related to safety and security. He should issue cleaning towels for his workmen for the purpose of table cleaning.
- (b) Daily cleaning status report to be maintained both by the Canteen Head as well as by the Contractor for recording the daily Cleaning status and to note down the deficiency in service, if any. The monthly bill of the contractor will be certified for payment by the respective Canteen Heads based on the above records only.
- (c) Canteen being an essential service, contractor to ensure that the required number of workmen are deployed regularly for meeting the scope of work. The contractor while sanctioning leave to his employees he should also ensure that sufficient employees with PF/ESI numbers are available for deploying them to work to execute the work as per contract terms such that the work envisaged under the contract shall not suffer.
- (d) In order to cover up for absenteeism/Leave of his workers the contractor shall keep adequate number of extra workers with PF/ESI numbers such that the work envisaged under the contract shall not suffer.
- (e) Due to failure of the tenderer to engage adequate number of workers, if the Management of BHEL engages workers to complete any part or whole of the work as per this contract for any period, the contractor shall be liable to reimburse the extra cost involved on this account to the Management of BHEL.
- (f) The remittances to ESI & PF authorities in respect of workmen engaged for the work shall be done as per Rules. However, a list showing the names of workmen individually and the details of amounts remitted towards their PF & ESI for each month will have to be enclosed to the bill.
- (g) The payment will be made to the contractor on the basis of the bills submitted by him which has to be duly certified by Canteen Shift I/C or Supervisor & Canteen Manager.

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- (h) Payment will be made to the Contractor on monthly basis against the submission of the following documents:
1. Invoice: : Original + 2 photo copies
 2. Attendance Register : 2 photo copies
 3. Wage register : 2 photo copies
 4. Bank statement : 2 photo copies
 5. ESI Challan : 2 photo copies
 6. PF statement : 2 photo copies.
- (k) The daily work hours, interval for rest, Weekly holiday and Compensatory off shall be as per Factories Act 1948.
- (l) There shall not be any Over Time booking for the contract men.
- (m) The contractor shall abide by the following rules and regulations.
1. The minimum wages Act 1948 and the related rules
 2. The payment of wages Act 1936 and the related rules.
 3. The Factories Act 1948 and related Tamil Nadu Rules.
 4. The Employees' Provident Fund & Miscellaneous provisions Act 1952.
 5. The Employees State Insurance Act 1948.
 6. Workmen Compensation Act 1923
 7. Payment of Bonus Act 1965
 8. Maternity Benefit Act, 1961
 9. Payment of Gratuity Act, 1972
 10. Inter-State Migrant Workmen (Regulation of Employment & Conditions of Service) Act, 1979
 11. Equal Remuneration Act, 1976
 12. Industrial Employment (Standing Order) Act, 1960 (In case of engaging 100 or more personnel)
 13. 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

3.4 Price Variation Clause (Canteen Cleaning):

The operation /closure of dining halls/canteens are based on the organizational requirement, number of users availing services at Canteen/dining hall. The functioning of dining hall & canteens will be reviewed during the course of contract period and the contractor will be given 15 days' notice in the event of requirement of closure of dining halls/canteens. Accordingly, the contractor is bound to bill only on the basis of number of dining halls and canteens in operation. In the event of closure of dining halls/canteens during mid of the month, the contractor will be paid on the number of days of operation of that particular dining hall/ canteen in that month.

3.5 Price variation Clause (Canteen Cooking):

'Number of servings' in the canteen will be taken as the criteria for amending contract quantity and contract value for canteen cooking contract.

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- 1) The estimated number of servings for all canteens & dining halls is approximately 110000 Nos. per month (inclusive of Breakfast, Lunch and Dinner)
- 2) The canteen users and hence number of servings may vary each month. The contract value for the month will be regularized (increased/decreased) in accordance with number of servings per month as followed

3)

No	Change in No. of Servings with respect to estimated Quantity	% Change in Contract Value
i	If the change in number of serving is up to ± 20 % of estimated quantity	No change in the Contract value
ii	If the change in number of servings is more than $\pm 20\%$ and up to ± 30 % of estimated quantity	$\pm 5\%$ of the contract value
iii	If the change in number of servings is more than $\pm 30\%$ and up to ± 40 % of estimated quantity	$\pm 10\%$ of the contract value
iv	If the change in number of serving is more than $\pm 40\%$ of estimated quantity	$\pm 20\%$ of the contract value

- 4) The contractor has to accommodate the menu changes within the existing contract value. Menu changes will be decided based on the decision of the Canteen Managing committee.

3.6 LIQUIDATED DAMAGES (LD)/PENALTY:

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

- a) Recover from the tenderer, liquidated damages and not by way of penalty, a sum of 1% (one percentage) of total value of the contract (excluding taxes) per day of delay in mobilization, subject to a maximum of four weeks. In such a case, BHEL may also terminate the contract and forfeit security deposit if delay extends beyond four weeks.
- b) Recover from the tenderer, liquidated damages and not by way of penalty an amount of ₹ 500 /- (Rupees five hundred only) per day for Cooking contract and ₹1,000 /- (Rupees thousand only) per day for Cleaning Contract in the event of any delay in making the payment of any wages or dues to the all contractual workers by the tenderer i.e. after 07th of subsequent month.
- c) Recover from the tenderer, liquidated damages and not by way of penalty a sum of 0.1% of total contract value per day for each such default, if the tenderer fails to carry out the activities mentioned in the contract on any day during the contract period.
- d) The total of these recoveries under aforesaid clauses shall be limited to maximum 10% of the contract value.

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- e) In case of any change of order value, LD shall be subject to a maximum of 10% of the revised order value.

3.7 PAYMENT TERMS:

1. Payment will be made after completion of work on pro-rata basis based on actual work executed as per BOQ after acceptance and certification of Area in charge (BHEL Executive). Payment shall be made after 45 days of submission of bill complete in all respect.
2. Along with bills, Contractors has to furnish copy of the following documents for further processing of bills:
 - a. The Contractor shall submit the bill within a week after at the end of each month in triplicate copies detailing the various items of work done during the month supported by the requisitions issued from time to time
 - b. Any other relevant document which is required from time to time as per BHEL requirement.
The Contractor shall, once in every month, submit to the respective area **HOD** separately details of their claims for the work done by them up to and including the previous. He should in addition furnish a clear certificate to the effect that the claims submitted by him as aforesaid cover all his claims and that no further claims shall be raised by him in respect of the work done up to and including the period under report. Payment will be at the sole discretion of BHEL.
3. The proof of execution of work should be submitted along with each bill (printed form with covering letter and proof for execution of work).
4. If the Contractor is not registered for any statutory obligation and not liable thereto, then a declaration shall be submitted along with offer that they are within the threshold limit.
5. No advance may be paid for operational or any other expenses.
6. Goods and Services tax will be payable extra by BHEL at prevailing rates and corresponding TDS will be made as per Government norms.

3.8 INTEGRITY PACT (IP)

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

Sl No	IEM	email
1.	Shri Arun Chandra Verma, IPS (Retd.)	acverma1@gmail.com
2.	Shri Virendra Bahadur Singh, IPS (Retd.)	vbsinghips@gmail.com

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

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

Note:

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

Details of contact person(s):

(1)
Name: M.Sathese
Dept: Works Contracts Management
Address: Bldg. 24, HPBP, BHEL Trichy-14
Phone: (Landline/ Mobile): 0431-2575438
Email: msathese@bhel.in
Fax: NA

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

4 GENERAL TERMS & CONDITIONS OF THE CONTRACT**4.1 PROVISION FOR MICRO & SMALL ENTERPRISES (MSE) SUPPLIERS AND START-UPS**

MSE suppliers can avail the intended benefits only if they submit along with the offer, notarized / attested copies of valid NSIC certificate or UAM along with CA certificate or UDYAM Registration Certificate.

4.1.1 Definitions of MSEs owned by Women is under:

- i. In case of proprietorship firm, proprietor must be woman.
- ii. In case of partnership firm, the women partners must be holding at least 51% shares in the unit.
- iii. In case of private limited companies, at least 51% share must be held by women promoters.

4.1.2 Definitions of MSEs owned by SC/ST is under:

- i. In case of proprietorship firm, proprietor must be SC/ST.
- ii. In case of partnership firm, the SC/ST partners must be holding at least 51% shares in the unit.
- iii. In case of private limited companies, at least 51% share must be held by SC/ST promoters.
- iv. 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.
- v. 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.
- vi. Chief Presidency magistrate/ Additional chief presidency magistrate/ Presidency magistrate.
- vii. Revenue Officer not below the rank of tahsildar.
- viii. Sub-Divisional officer of the area where the individual and/ or his family normally resides.
- ix. To avail the benefits of MSE under SC/ST category, the related documents as stated above should be submitted along with tender documents.

4.1.3 If MSEs quoted price is within price band L-1 + 15%, when L1 is non- MSE, the MSEs will be allowed to supply at least 25% of tendered quantity at L-1 rate subject to acceptance by MSEs to L-1 rate. (Minimum of 3% reservation for women owned MSEs and 6.25% for MSEs owned by SC/ST within the above mentioned 25% reservation). In case the contract cannot be split, the full/ complete supply of total tendered value shall be awarded to MSE. The preference to the MSEs will be given in order of their ranking L1, L2, L3, etc.**4.1.4 Start-up companies will be provided benefits and relaxation as per the latest government norms. For availing start-up benefits, relevant certificates issued by Department of Industrial Policy and Promotion shall be submitted along with the tender.**

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

4.3 GOODS AND SERVICES TAX (GST)

- 4.3.1 **GST will be charged on the EMD / SD amount forfeited from the bidder at the applicable rates. GST tax Invoice will be issued to the vendor on receipt/recovery of GST amount from the vendor.**
- 4.3.2 At the time of bill passing, the contractor shall submit the copy of the remitted GST challan of previous month / Quarter as proof of GST remitted to tax authorities and also a Certificate Stating that "GST Collected from BHEL has been remitted to tax authorities".
- 4.3.3 For services / supplies after implementation of New GST Return System i.e. from 01/10/2019, the following conditions will apply and contractor shall fully comply to the below points.
- 4.3.4 Response to Tenders for Indigenous contractor will be entertained only if the vendor has a valid GST registration No (GSTIN) which should be clearly mentioned in the offer. If the dealer is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer. Dealers under composition scheme should declare that he is a composition dealer supported by the screen shot taken from GST portal. The dealer has to submit necessary documents if there is any change in status under GST.
- 4.3.5 Contractor shall mention their GSTIN in all their invoices (incl. credit Notes, Debit Notes) and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like ERP invoice no, commercial invoice no etc., then the Invoice No. which is linked/uploaded in GSTN network shall be clearly indicated), Billed to party (with GSTIN) & Shipped to party details, item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, Place of Supply etc.
- 4.3.6 All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
- 4.3.7 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

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

4.4 TERMS FOR PRICE BID & RATE BASIS

- 4.4.1 Price bid is to be submitted in a separate price bid form provided in the portal.
- 4.4.2 The period of the contract can be extended if required by BHEL and agreed by contractor.
- 4.4.3 Quotation should be valid for a period of 120 days from the date of tender opening.
- 4.4.4 The quoted rate should be excluding GST and inclusive of any taxes and duties levied or to be levied both by Central and State Government authorities from time to time. Such levies should be borne by the Contractor. GST will be paid extra only on submission of documentary evidence.
- 4.4.5 The quoted rate will be inclusive of supply of all items as per the scope of work. Any miscellaneous materials that have not been mentioned specifically in the specification/tender which are required for work, shall be deemed to be included in the specification and shall be supplied by the bidder without any extra charges. Any scope of activities which are not specifically mentioned in this specification but required for the completion of the work for safe, trouble free, normal operation shall be provided at no extra cost by the bidder, unless explicitly excluded in the specification.
- 4.4.6 The Contractor will have to cover their workmen under PF, ESI, Bonus Act etc. based on the above payment rate (Minimum Wage + Additional Wage).
- 4.4.7 Except applicable statutory deductions towards EPF, ESI, etc., the above stipulated wages shall be paid by the Contractor without any deductions like advance, training cost, accommodation cost, loan, etc.

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- 4.4.8 The contractor should follow and comply with Minimum Wages, ESI, PF, Bonus, Group Insurance and other statutory regulations as stipulated in Factories Act and other applicable State/Central Government rules & regulations.
- 4.4.9 New vendors responding against BHEL website/ NIC/ CPPP, may visit the area of work, if they want to know the scope/ work details, and also area of work, prior to quoting.
- 4.4.10 Evaluation of the offer shall be done on the basis of delivered cost (i.e. "Total Cost to BHEL").
- 4.4.11 The vendor will be permitted to work round the clock to complete the work.

4.5 RATE FINALIZATION

- 4.5.1 Lowest prices received against BHEL Tenders need not be the acceptable to BHEL and in that case BHEL would not consider the same for award of Contract. BHEL would negotiate or re-float the Tender opened if L1 price is not the lowest acceptable price to them inter-alia other reasons.
- 4.5.2 BHEL will finalize the rates through price bid opening. Hence, Tenderers are requested to give their best prices at the first instant itself.
- 4.5.3 In the event of the final L1 prices are not reasonable/ acceptable to BHEL, BHEL also may resort to short closure of this Tender.

4.7 CRITERIA FOR AWARD OF WORK

- 4.7.1 The evaluation of offer for award of work shall be on the basis of "Total Cost to BHEL" for [Schedule-wise L1 \(lowest bidder\)](#) on basis on "Net Cash outflow to BHEL after taking into account applicable Taxes and Duties.
- 4.7.2 In case of more than one L1 bidders, BHEL will get fresh revised reduced price bids from all such L1 bidders & ranking will be decided based on these revised bids. The new rates quoted should be lower than their previous L1 rates. If L1 could not be decided by this process, ranking will be decided by draw of lots in the presence of all such L1 bidders. **In case of draw of lots, if MSE(s) are part of the bidders included in draw, non-MSE bidders will be excluded from the draw**
- 4.7.3 The quantity mentioned in BOQ / Price bid is tentative. BHEL reserves the right to increase or decrease the quantity during award of work or issue work order in phase manner as per requirement of BHEL.

4.8 TERMS & CONDITIONS FOR THE CONTRACTS

- 4.8.1 **DEFINITION:** In these General Conditions of Contract, the following terms shall have the meaning hereby assigned to them, except where the context otherwise requires:
- 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.
 - 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.
 - 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.
 - "The Officer-In charge" means, the Officer deputed by the Head of Indenting department (User), to supervise the work or part of the work.
 - "Approved" and "Directed" means, the approval or direction of Head of Indenting department (User), or person deputed by him for the particular purposes.
 - 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

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Company including AGM / WCM authorised to invite tenders and enter into contract for works on behalf of the Company.

- vii. 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.
 - viii. A "week" means, Seven Days, without regard to the number of hours worked or not worked in any day in that week.
 - ix. A "day" means, the day of 24 hours (TWENTY-FOUR) irrespective of the number of hours worked or not worked in that day.
 - x. 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 recognised by good employers in the trade in the district where the work is carried out or as laid down in the BHEL regulations.
- 4.8.2 **HEADING TO THE CONTRACT CONDITIONS:** The heading to these conditions shall not affect the interpretations thereof.
- 4.8.3 **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.
- 4.8.4 **DEVIATIONS:** The contractor shall not carry out any work not covered by schedule except in pursuance of the written instructions of the respective area HOD/WCM. No such work shall be valid unless the same has been specifically confirmed and accepted by BHEL in writing and incorporated in the Contract.
- 4.8.5 **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.
- 4.8.6 **SUB-CONTRACT:** The Contractor shall not sub-let any portion of the contract without the prior written approval of the BHEL.
- 4.8.7 **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.
- 4.8.8 **SECURITY DEPOSIT (SD):** Security Deposit means the security provided by the Contractor 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. Security Deposit has to be deposited within 15 days of LOI. Else EMD will be forfeited and may also attract the provision of "Suspension of Business dealings with Suppliers/Contractors".
- 4.8.8.1 **MODES OF DEPOSIT OF SD:** The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:
- i. Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL (Online Payment procedure for EMD and SD amount attached (Annexure – I) for vendor's reference)
 - ii. Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL

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- iii. 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)
- iv. 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)

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.

4.8.8.2 COLLECTION OF SECURITY DEPOSIT

- i. The Security Deposit must be deposited before the start of Work.
- ii. At least 50% of the required Security Deposit, including the EMD, is to be submitted before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.
- iii. If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.
- iv. The Security Deposit shall not carry any interest.

NOTE: After issue of LOI / Work Order, if the Contractor fails to commence the work within 15 Days or as indicated in LOI / Work Order, and do not complete the work in total as per the terms & conditions of tender, EMD / SD deposited by the Contractor will be forfeited and suitable action as per suspension of business dealing guidelines of BHEL will be taken.

4.8.9 SUBMISSION OF BILLS BY CONTRACTOR: Bills should be submitted within a week after execution of work during the calendar month. The Contractor shall submit a bill in triplicate detailing the various items of work done during the month supported by the requisitions issued from time to time. The Contractor shall, once in every month, submit to the end user / executing agency, separately details of his claims for the work done by him up to and including the previous month which are not covered by his contract agreement in any of the following respects:

- i. Deviation from the items provided in the contract documents.
- ii. Extra items / new items of work.
- iii. Items in-respect of which rates have not been settled. He should in addition furnish a clear certificate to the effect that the claims submitted by him as aforesaid cover all his claims and that no further claims shall be raised by him in respect of the work done up to and including the period under report.
- iv. Tenderer has to quote rates both in figures and in words for all the items given in the Bill of Quantities provided.

Along with bills, Contractors has to furnish self-attested copy of the following documents for further processing of bills:

- v. Copy of PAN card.
- vi. Documentary proof for payment of PF/ESI (for the last month) with respect to the employees engaged by the contractor with payment details relating to individual names to be submitted.
- vii. Copy of payment challan of previous Month / Quarter as proof of deposit of GST along with a certificate from the Contractor that tax collected from BHEL has been remitted to tax authorities.
- viii. If the Contractor is not registered for any statutory obligation and not liable there to, then a declaration shall be submitted along with offer that they are within the threshold limit.
- ix. Any other relevant document which is required from time to time as per BHEL requirement.

4.8.10 PAYMENT OF BILLS: All payments to be made to the contractor, under this contract shall be through Electronic Fund Transfer (EFT) after the certification of bills by the end user / executing agency.

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- i. Payment will be made after completion of work as per tender conditions on acceptance and certification of bills by respective area Executive in charge.
 - ii. Payment shall be made against Certification by respective area Executive in charge.
 - iii. Statutory deduction like IT etc. will be deducted from contractor payment as required by Law.
- 4.8.11 **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 format provide by BHEL.
- 4.8.12 **EXTENTION OF CONTRACT:** One or more extensions of the Contract may be done with mutual agreement between BHEL, Trichy and the approved Contractor. Such agreements shall be based on acceptance of the lowest rates and terms & conditions of the corresponding contract.
- 4.8.13 **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 from his Security Deposit or he shall pay the claim on demand.
- 4.8.14 **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 in the manner provided in the presiding sub-paragraphs. However, no such recovery shall be enforced after three years of passing the final bill.
- 4.8.15 **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.
- 4.8.16 INCOME TAX:**
- i. Income Shall be deducted at the applicable rate in respect of the service contract including supply of labour for any work as follows:
 - ii. Self-attested copy of PAN card shall be submitted to Account Dept. along with original for verification.
 - iii. TDS Certificate will be issued to vendors for each quarter ending as on 30th June, 30th Sept, 31st Dec and 31st Mar during the following quarter.
- 4.8.17 GST:**
- i. Wherever GST is liable to be paid by the contractor, the contractor shall register himself under the GST Rules and a Self-attested copy of Certificate of Registration shall be furnished to Account Dept.
 - ii. After registration, the payment of GST shall be effected by the contractor to the Central Government monthly/quarterly based on the invoices raised before the due date of payment. The GST Return also shall be submitted to the Government before the due date.
 - iii. The invoice/bill in original duly signed by the contractor claiming the payment for GST shall clearly indicate the following:
 - Continuous Serial no. & date of the bill
 - Cost of the service
 - Separately showing the GST amount calculated at the applicable rate
 - PAN based GST Registration No.

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iv. The GST claimed in the bill will be paid to the contractor based on the proof of payment of GST to the Government for the previous month/quarter as the case may be.

4.8.18 **AVAILING INPUT TAX CREDIT (ITC):** As per GST in line with new GST Return System from 1st Oct 2019.

4.8.19 **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. Contractor shall be deemed to have included in his tender price of all the plant, machinery and appliances required for the purpose of all operations connected with the work embraced under the contract to secure a satisfactory quality of work and rate of progress which in the opinion of the "Contract Signing Officer" will ensure the completion of the work within the time specified. BHEL is having every right to split the schedule and to award the work to single or many parties on the lowest offered rates basis. This is a time bound contract for period mentioned, and does not envisage any extension of time / period.

4.8.20 CONTRACTOR'S SUPERVISION:

- i. The contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to BHEL Officials.
- ii. 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.
- iii. The contractor or his accredited agent shall attend when required without making any claim for doing so to the Executive/WCM or OFFICER-INCHARGE, to receive instructions.
- iv. The respective area HOD have full powers and without assigning any reason, require the contractor to immediately cease to employ in connection with this contract, any agent, servant or employee where continued employment is, in his opinion undesirable. The contractor shall not be allowed any compensation on this account.

4.8.21 LABOUR:

- i. The Contractor shall remain liable for the payment of all wages and other payments in connection with the employees engaged by him and with regard to the work.
- ii. The Contractor shall comply with the applicable provisions of Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act. 1938, Employees Compensation Act 1923, Payment of Bonus Act, EPF and Miscellaneous Provisions Act, 1952, Employees State Insurance Act, 1948 and other relevant Acts and rules framed, there under from time to time.
- iii. Contractor shall be responsible for making payment of wages and shall ensure disbursement of wages in the presence of the authority's representative of contract operating division who shall record under his signature at the end of entries in the Register of wages.
- iv. Contractor shall have/ obtain license under CL(R&A) Act, 1970.
- v. As per BHEL circular Contractor will have to make an additional wage per month has to be paid by the Contractor over and above minimum wages declared by Tamil Nadu Government to labours as:

Unskilled : ₹ 3200/-	Semi-skilled	: ₹ 3700/-
Skilled : ₹ 4100/-	Highly Skilled	: ₹ 4,300/-
- vi. 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.

4.8.22 **COMPENSATION TO WORKMEN:** 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.

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- a) Victim: Any person who suffers permanent disablement or dies in an accident as defined below
- b) Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing / operation and works incidental thereto at BHEL factories/ offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, sewing, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works / during working at BHEL Units/ Offices/ townships and premises/ Project Sites.
- c) Compensation in respect of each of the victims:
- (i) In the event of death or permanent disability resulting from Loss of both limbs: ₹ 10,00,000/- (Rupees Ten Lakh)
- ii) In the event of other permanent disability: ₹ 7,00,000/- (Rupees Seven Lakh)
- 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
- 4.8.23 **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.
- 4.8.24 **DAMAGE & LOSS TO PRIVATE PROPERTY & INJURY TO WORKMEN:** The Contractor shall at his own expense reinstate and make good to the satisfaction of the respective area HOD and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify, the BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL where BHEL is a private person, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise.
- 4.8.25 **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.
- 4.8.26 **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:
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

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

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To 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.

4.8.27 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,

- i. being an individual or if a firm any partner thereof shall at any time be adjudged bankrupt or have a receiving order for administration of his estate, made against him or shall take any proceedings for liquidation or composition under any bankruptcy Act or assignment of his effects of composition or arrangement for the benefit of his creditors or purport to do so, or if any application made under any: Bankruptcy Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him on behalf of his creditors.

OR

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

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.

- ii. Whenever BHEL exercise the authority to cancel the contract under this conditions, BHEL may have the work done by any means at the contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by the respective area HOD) being less than the contract cost, the advantage shall accrue to the BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by the respective area HOD or the same shall be recovered from the Contractor by other means.
- iii. 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 respective area HOD whose decision shall be final and conclusive.
- iv. Labour engaged by the contractor should be disciplined & exhibit good behaviour in dealing with employees of BHEL. Any misbehaviour or undesirable conduct of any person engaged by the contractor is reported, contractor shall change that person immediately or else it may even lead to termination of the contract & in such case security deposit will be forfeited as penalty.

4.8.28 CANCELLATION OF CONTRACT IN PART OF FULL FOR CONTRACTOR'S DEFAULT:

If the Contractor:

- i. makes default in carrying out the work as directed and continues in that state after a reasonable notice from Head of WCM., or his authorised representative;
- ii. fails to comply with any of the Terms and Conditions of the contract or after reasonable notice in writing with orders properly issued thereunder:

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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 Head of WCM., 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 Executive/WCM or the same shall be recovered from the contractor by other means. In case the BHEL carries out the work or any part thereof under the provisions of the conditions the cost to be taken into account in determining the excess cost to be charged to the contractor under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or labour provided by the BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the Head of WCM., whose decision shall be final and conclusive.

- 4.8.29 **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.
- 4.8.30 **SPECIAL POWER TO TERMINATION:** If at any time after the award of contract, BHEL shall for any reason whatsoever does not require whole or any part of the work to be carried out, then Head of WCM shall give notice in writing of the fact to the Contractor and terminate the contract. The contractor shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the fore-closing of the work.
- 4.8.31 **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 therefor neither party shall by reason of such event be entitled to terminate this Contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event, claims for extension of time shall be granted for periods considered reasonable by the Manager/WCM subject to prompt notification by the contractor.
- 4.8.32 **ARBITRATION & CONCILIATION:** Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Unit/Region/Division issuing the Contract. The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties. Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under

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this clause. The seat of arbitration shall be (the place from which the contract is issued). The cost of arbitration shall be borne as per the award of the Arbitrator.

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

Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the contractor shall proceed with and continue without hindrance the performance of its obligations under this contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.

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

4.8.33 JURISDICTION: In case of any suit or other legal proceedings arising under or relating to this Contract, the courts at Trichy, Tamil Nadu only shall have the Jurisdiction and is only after exhausting the aforesaid arbitration clause.

4.8.34 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.

4.8.35 FRAUD PREVENTION POLICY: The Bidder along with its associate/ collaborators/ sub – vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about fraud or suspected fraud as soon as it comes to their notice. Fraud Prevention policy and List of Nodal Officers shall be hosted on BHEL website, vendor portals of Units / Regions intranet.

4.8.36 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".

The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.

1.0 Integrity commitment, performance of the contract and punitive action thereof:

1.1. Commitment by BHEL:

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BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

1.2. Commitment by Bidder/ Supplier/ Contractor:

1.2.1. The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

1.2.2. The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

1.2.3. The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on [www. bhel.com](http://www.bhel.com) and/or under applicable legal provisions.

- 4.8.37 **SECRECY OF CONFIDENTIAL INFORMATION:** The Contractor undertakes and agrees that he/it will not disclose or reveal in part or full the proprietary/confidential information, which terms shall mean and include patents, trademarks, service marks, registered designs, copyright, design rights, know-how, confidential information, trade and business names and any other similar protected information of BHEL received during negotiation or currency of the contract to any third party or governmental authorities without written permission from BHEL. In the event of termination or expiry of the contract, the contractor shall return all proprietary/confidential information to BHEL. This clause shall survive termination or expiry of the contract.

All the input details: transmittals and sample drawings supplied for preparation of drawings are confidential information of BHEL for specific purpose only. The contractor shall never pass on / part with the information to anybody and shall maintain the secrecy of the information. As soon as the bills are certified by BHEL, all the relevant drawing files shall be erased from PCs and shall not be made use under any circumstances.

BHEL reserves the right to initiate appropriate action including legal proceeds / termination of contract, recovery of damages, penalties etc., if the contractor is found guilty / wrong usage of the documents given by BHEL for any unauthorised activity.

4.8.38 STATUTORY REQUIREMENTS:

- i. All statutory requirements under Minimum Wages Act, 1948, Factories Act 1948, Workmen Compensation Act 1923, Employees Provident Fund and Miscellaneous Provisions Act, 1952, Payment of Gratuity Act 1972, Employee State Insurance Act 1948, Contract Labour (R&A) Act 1970, Payment of

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Bonus Act 1965, Income Tax Act, GST Act and all other applicable Acts shall be complied with by the Contractor.

- ii. 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.
- iii. 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.
- iv. Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and provide a copy of the same to BHEL.
- v. Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.

4.8.39 **MOTOR VEHICLE ACT:** The contractor should comply the relevant Motor Vehicle Act and other statutory requirement.

4.8.40 **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 centres, 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.

4.8.41 **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 has the right for suspending or terminating the contract.

4.8.42 **LIEN OF CONSIGNMENTS:** The Contractor shall have no 'lien' of any kind over the consignments entrusted for transportation. Any dispute with the Contractor and the consignees shall be settled on negotiations but under no circumstances, delivery of the materials shall be withheld by the Contractor.

4.8.43 **SAFEGUARD OF EMPLOYER'S INTERESTS:** Contractor shall watch and safeguard Employer's interests during the performance of the work. The contractor shall carefully check each and every consignment/item/commodity with the relevant forms/documents.

4.8.44 RIGHTS:

- i. BHEL may enter into parallel Contract simultaneously with any number of Contractor as may be deemed fit at any time during the period of Contract in the Interest of the work for any or all the stations and for any or all the schedules.
- ii. In case of breach of any of the terms and conditions of the Contract, BHEL will entrust the work to any other Contractor at the risk and cost of the Contractor and the Contractor shall be liable to pay the extra expenditure, damages, loss suffered on account of the cancellation of the Contract
- iii. All amounts including the losses / damages / penalties / compensations etc., resulting from non-compliance with the terms of Contract, payable by the Contractor to BHEL under the Terms of the Contract will be recovered from the outstanding payments to Contractor either under this Contract or any other Contracts or from Security Deposit or from both. In case this amount is insufficient for such recoveries, the Contractor shall make good the balance amount by actual payment. In addition, BHEL,

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Trichy will recover the said amounts through its sister concerns, from the payments due to the Contractor in any of the units of BHEL located in any part of India.

- iv. The Contractor is not allowed to pass the responsibilities connected with the Contract to other agencies / Contractors, the Contractors shall not sublet or transfer the Contract or any part thereof, which tantamount to termination of the Contract and thereby attracting the penalty or forfeiture of security deposit.
- v. The Contractor shall have no right to demand at any time during the currency of this Contract any minimum quantity of Work for this Contract.
- vi. BHEL may verify / audit check by surprise visits at various locations of Works at their discretion and see whether the above requirements are complied with by the Contractor. In case the above requirements are not complied with, severe actions may be taken by BHEL on such Contractors, as deemed fit.

4.8.45 RISK PURCHASE: In case of abnormal delays (beyond the maximum late delivery period as per LD clause) or non-fulfilment of any other terms and conditions given in work order, BHEL may cancel the work order in full or part thereof, and may also make a contract of such work/service from elsewhere / alternative source at the risk and cost of the original contractor. BHEL will take all reasonable steps to complete the contract obligations from alternate source at optimum cost. If bidder does not agree to the above Risk Purchase Clause, BHEL reserves the right to reject the offer. In case for compelling reasons BHEL accepts the offer without acceptance of this clause by the bidder and in the eventuality of Risk Purchase, appropriate action will be taken as per BHEL extant rules. This will be without prejudice to any other right of BHEL under the contract. Risk & cost clause, in line with conditions of contract may be invoked in any of the following cases:

1. Contractor's poor progress of the work vis-à-vis execution timeline as stipulated in the contract, backlog attributable to contractor/ supplier including unexecuted portion of work/ supply does not appear to be executable within balance available period (#) considering its performance of execution.
2. Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.
3. Non completion of work / Non-supply by the contractor within scheduled completion/delivery period as per contract or as extended from time to time, for the reason attributable to the contractor.
4. Termination of contract on account of any other reason (s) attributable to contractor.
5. Assignment, transfer, subletting of contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
6. Non-compliance to any contractual condition or any other default attributable to contractor.

Risk and Cost amount against balance work will be calculated as follows:

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

Where,

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

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

H = Overhead Factor to be taken as 5

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

*(Balance scope of work/ supply)

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

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

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

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

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

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

4.9 COMPLIANCE WITH VARIOUS LABOUR LAWS BY THE CONTRACTS:

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

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

- a) The contract Labour (Regulation & Abolition) Act 1970 and the related Rules.
- b) The minimum wages Act 1948 and the related rules
- c) The payment of wages Act 1936 and the related rules.
- d) The Factories Act 1948 and related Tamil Nadu Rules.
- e) The Employees' Provident Fund & Miscellaneous provisions Act 1952.
- f) The Employees State Insurance Act 1948.
- g) Workmen Compensation Act 1923
- h) Payment of Bonus Act 1965
- i) Maternity Benefit Act, 1961
- j) Payment of Gratuity Act, 1972
- k) Inter-State Migrant Workmen (Regulation of Employment & Conditions of Service) Act, 1979
- l) Equal Remuneration Act, 1976
- m) Industrial Employment (Standing Order) Act, 1960 (In case of engaging 100 or more workmen)
- n) 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.

4.9.1 REGISTRATIONS AND LICENCING:

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

- a) Name of the Contractor
- b) Nature of Work
- c) Period of Work
- d) Number of maximum labour employed by him on anyone day.
- e) License No. & Date (Applicable in case of contractors employing 20 or more workers)
- f) The labourer should be enrolled with PF, ESI and enrolment No should be furnished on finalization of contract.

The contractor employing 20 or more workmen shall obtain a license from the authorities (The Deputy Chief Inspector of Factories / Assistant Commissioner of Labour as the case may be). This license shall be amended and / or renewed wherever there is an increase in the workmen employed by him or in the event of contract being extended or renewed. The contractor shall inform the license number to the BHEL Management before taking up the work.

The contractor (licensed or unlicensed) shall promptly furnish every information and document required by BHEL Authorities.

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WAGES: The contractor has to disburse the salary/wages for their workmen only through Bank. The relevant Bank statement/proof for Bank payment should be produced along with PF and ESI challans to Welfare Section every month. The contractor shall have separate PF and ESI code, BHEL will not allow the contractor to remit the PF and ESI of his employees through codes of others. The contractor shall pay wages to the workmen employed by him at the rate, which shall not be less than the minimum wages declared by Tamil Nadu Government from time to time plus additional wages prescribed by BHEL. A certificate of payment shall be furnished in duplicate by the contractor to the Engineer In-charge for each month. The contractor shall inform the BHEL Management every month the details of contract labour engaged for each contract in the following forms:

- a) Serial Number
- b) Location
- c) Period of Work
- d) No. of Contract labour engaged during the month
- e) No. of days worked
- f) No. of Man – days worked
- g) Wages paid to his workers.

The above statement shall be furnished to BHEL Management at the end of every month.

- 4.9.2 **REGISTERS AND RECORDS:** The contractor shall maintain necessary documents/ Formats and Registers and submit returns as required under the Contract Labour (Regulation and Abolition) Act 1970 periodically to BHEL Management and to the Licensing Authority. All registers and records shall be preserved in original for a period of three years. All the registers, records and notice maintained under the Act and rules shall be produced on demand by inspector or any authority under The Act.

4.9.3 WORKING CONDITIONS:

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

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

4.9.5 COVERAGE UNDER THE ESI / PF ACT MISCELLANEOUS PROVISIONS ACT:

- a) The contractor shall ensure that all his workmen are covered under the Employee's Sate Insurance Act and produce to BHEL such Registration number/ Enrolment Number before executing the contract work.
- b) The contractor shall regularly pay the amount by contribution i.e., employers contribution as well as employee's contribution in pursuance of the above scheme as fixed from time to time.
- c) The contractor shall ensure that his workmen are covered the PF & miscellaneous provisions Act 1952 and accordingly produce to the BHEL Management the Registration / Enrolment number before awarding of contract work.
- d) The Contractor shall within seven days of the close of every month submit to BHEL a statement showing the amount of contribution payable / paid for employees engaged by him or through him and shall also

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furnish to BHEL such information, as Principal Employer is required to furnish under the provisions of the ESI Act PF as well as the schemes made there under to the authorities concerned.

- e) Whenever any sum of money is found to be recoverable from or payable by the contractor, the same shall be deducted from any sum that may be due or which at any time thereafter may become due to the contractor under this contract or under any other contract or from his security deposit. In case the recoveries are not sufficient to satisfy the claims, the contractor shall pay the balance thereof on demand. In case any recoveries are made under this clause from the security deposit, the contractor shall immediately thereafter pay such further sum as may be required to replenish the shortage caused by such recoveries in the amount of security deposit.
- f) In case of non-compliance of the provisions of the Acts and in case BHEL having complied with the same BHEL will be entitled to recover the same from the contractor / sub-contractor.
- g) The contractor shall abide by all the labour and other laws applicable to contract labour / worker under this contract and shall at all-time keep BHEL Indemnified against all losses, claims, prosecutions under any law.
- h) Non exercise of any of the powers or rights available under any law, shall not in any way operate as waiver thereof.

4.9.6 BIOMETRIC ENTRY/EXIT SYSTEM FOR CONTRACT WORKMEN:

- a) The Entry/Exit of the contract workmen is to be regulated only through Biometric system.
- b) The Contractor initially will be issued with a temporary gang pass for his/her contract workmen for period of ten days.
- c) The contractor should arrange photo coverage for all his/her workmen within the above stipulated time.
- d) The Contractor has to submit Form I for all his/her contract workmen. All the particulars required in Form I are to be provided by the contractor without fail.
- e) The contractor should educate the contract workmen in registering the attendance through the system.
- f) Whenever a contract workman migrates or leaves service, the contractor has to surrender the biometric card of the particular contract workman to Contract Cell with immediate effect.
- g) If a contract workman having biometric card joins another contractor, the contractor who engages them, has to intimate contract cell along with the biometric card for switching over the contract workmen from the earlier contractor to the present contractor.
- h) On completion of the work, the contractor has to surrender all the biometric cards immediately to the contract cell. Otherwise, an amount of Rs.100/- per card will be deducted from the final bill/security deposit of the contractor.
- i) If any contract workmen lose his/her card, the contractor shall arrange a duplicate for the workmen by paying an amount of Rs.100/-.
- j) The Contractor is totally responsible for the biometric cards issued to his/her contract workmen.
- k) The Contractor has to indemnify BHEL for all the damages and losses caused by his/her workmen.

4.9.7 SAFETY CONDITIONS: Tamil Nadu Factories Rules, 1950:

- a) 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.
- b) 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.
- c) 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.
- d) 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.

4.9.8 COMMON TERMS AND CONDITIONS FOR WORKS CONTRACT RELEVANT TO SAFETY:

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

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- b) 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.
 - c) Contractor employees working on BHEL premises must wear appropriate personal protective equipment. Strict adherence to all required Personal Protective Equipment (Helmet, Safety Shoes and Goggles) are mandatory, specific PPE requirements will be based on job type or tasks performed.
 - d) Excessively loose-clothing, dhoti/Lungi is prohibited especially around rotating or moving equipment.
 - e) 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.
 - f) Fire-fighting, emergency shutdown devices, and life-saving equipment, should not be blocked by the contractors and access to the path to this equipment should be maintained at all times.
 - g) 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.
 - h) Smoking is not allowed in work area.
 - i) BHEL operate under a comprehensive Emergency Response Plan. Contractor should be aware of the site Emergency Response Plan and communicate that plan to all their employees.
 - j) It is recommended that the contractor should know & display the emergency phone number like Fire, Ambulance, Safety, Security etc. at their work area.
 - k) 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.
- 4.9.9 **TERMS & CONDITIONS** of the Contract shall be applicable to the extent that the condition therein do not supersede these special condition given below:
- a) The Contractor or his/ her crew should handle the machinery and other equipment's entrusted to them by BHEL with utmost care and return them safely after execution of stipulated work. The cost of damage, repair due to improper handling of machinery and equipment will be recovered from the contractor.
 - b) Contractor shall supervise the work carried out by his/her employees.
 - c) Contractor shall ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc.
 - d) Contractor shall maintain appropriate records of his/her employee's deployed carry out the job(s).
 - e) Contractor will be responsible for the good conduct of his/her employees. In case any misconduct/ misbehaviour by any employee, the contractor will replace such employee(s) immediately.
 - f) Contractor will ensure that the job is executed through his/her employees only and under any circumstances; the contractor will neither deploy any casual employee to carry out the job nor shall subcontract the job without prior written permission.
 - g) Contractor shall be solely responsible for non-payment / delayed payment of minimum contribution under EPF & MP Act, ESI Act, Bonus, etc.
 - h) In case, the contractor fails to make payment of wages to his/her employees or remittance of contribution to the concerned authorities, the security deposit / other dues / running bills under the contract can be utilized by BHEL to discharge the liability of the contractor.
 - i) The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
 - j) Contractor shall observe provisions of the Factories Act, 1948 in respect of working hours, holidays, rest intervals, leave and overtime to his/her employee. No work shall be done on second / third shift, overtime, Sundays or on other declared holidays without proper permission.
 - k) The Contractor should maintain a 'Work Diary' containing the details of work executed by him from time to time on Shift/ Daily basis and obtain the signature from official concerned nominated for this purpose for having executed the work correctly and satisfactorily.

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- l) The proof of execution of work should be submitted along with each bill (printed form with covering letter and proof for execution of work).
- m) Necessary gate entry pass will be issued by BHEL Security Department for Contract Workmen based on your application duly forwarded by the Contract Executing Department and approved by HR/ Welfare/ Contract Cell on fulfilment of the Statutory Obligation by the Contractor. In order to ensure compliance to Minimum Wage payment to all workmen entering the factory premises, the entry of manpower shall be regulated based on the quoted/awarded value and the prevailing minimum wages.
- n) In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his/her employees from the establishment of BHEL. In case, contractor decides to terminate services of his/her employees, he should settle all terminal dues including retrenchment compensation.
- o) The Contractor has to equip himself with standard wire ropes, nylon ropes, belt, lifting tackles, tools etc. In addition, BHEL will supply special type of wire ropes, lifting tackles, tools etc., to the Contractor free of cost as and when required if necessary.
- p) The contractor is directly responsible for injuries / death of vehicle driver or any person employed by him as well as to the third party occupants or other users arising due to accident or otherwise of vehicle during the contractual period. At any point of time, BHEL will not be responsible for any loss / damage either to the person or to the vehicle arising out of accident of the vehicle for performing the contractual obligations.
- q) Any damage to BHEL materials due to rough and faulty handling by the contractor's men will have to be made good by the contractor to BHEL. Similarly, if any damage caused to BHEL equipment's/installation, property of third party in the course of work by the contractor's men, the same shall be made good by the contractor.
- r) The workmen engaged under this contract should not be permitted to stay inside BHEL complex after completing their day's work. It will be the responsibility of the contractor to take the labourers out of BHEL Complex as soon as their day's work is over.
- s) WCM will be arranging the contract. User Department is to be approached by the contractor regarding execution of work, Bill Certification, Bill processing / passing, Payment, Penalty, Contract closing etc.

4.9.10: Bidder Declaration:

- a) We declare that we will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- b) In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.

**WORKS CONTRACT FOR COOKING AND HOUSEKEEPING SERVICES AT BHEL
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- 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
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.



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ANNEXURE – II

(TO BE SUBMITTED ON CHARTERED ACCOUNTANT LETTER HEAD)

This is to Certify that M/s
..... (herein after referred to as 'company') having its registered office at
..... is registered under MSMED Act 2006, Entrepreneur Memorandum
No. (Part – II) OR (UAN)..... 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:

₹ Lakhs

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 MSMED Act, 2006:

₹ Lakhs

(Strike off whichever is not applicable)

The above investment of Lakhs is within permissible limit of Lakhs for..... Micro / Small (Strike off whichever is not applicable) Category under MSMED Act 2006.

Or

The company has been graduated from its original category (Micro/Small) (Strike off whichever 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

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ANNEXURE-III

(TO BE AGREED IN E-PROCUREMENT PORTAL)

No Deviation Declaration

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

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

Yours Sincerely,

Signature of the Bidder with date & Seal



ANNEXURE-IV

INTEGRITY PACT

Between

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

and

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

Preamble

The Principal intends to award, under laid-down organizational procedures, Contract/s for Surface Preparation (cleaning) and Painting of structural materials at BHEL, Trichy. The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s). In order to achieve these goals, the Principal will appoint independent External Monitor(s), who will monitor the tender process and the execution of the Contract for compliance with the principles mentioned above.

Section 1- Commitments of the Principal

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

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

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

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

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

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

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

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

2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications,

subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

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

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

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

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

Section 3 - Disqualification from Tender process and exclusion from future Contracts

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

Section 4 -Compensation for Damages

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

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

Section 5 - Previous Transgression

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

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

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

6.1 The Bidder(s)/ Contractor(s) undertake(s) to obtain from all subcontractors a commitment consistent with this Integrity Pact and report Compliance to the Principal. This commitment shall be taken only from those subcontractors whose contract value is more than 20 % of Bidder's/ Contractor's contract value with the Principal. The Bidder(s)/ Contractor(s) shall continue to remain responsible for any default by his Sub-contractor(s).

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

Section 7 - Criminal Charges against violating Bidders/ Contractors /Sub-contractors

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

Section 8 -Independent External Monitor(s)

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

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

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

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

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

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

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

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

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

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

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

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

Section 9 - Pact Duration:



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

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

Section 10 – Other Provisions:

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

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

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

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

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

For & On behalf of the Principal
(Office Seal)

For & On behalf of the Bidder/Contractor
(Office Seal)

Place: Trichy-620014
Date:

Place:
Date:

Witness: _____
(Name & Address of the witness)

Witness: _____
(Name & Address of the witness)

Annexure-V

PART-II (PRICE BID)
(FOR REFERENCE ONLY)

(Vendor to fill the value in excel sheet and upload in <https://eprocurebhel.co.in> portal)

<i>Schedule</i>	<i>Work Description</i>	Monthly Rate Excluding GST and service charges	Service Charge in %
1	Schedule 1: HOUSEKEEPING SERVICES AT BHEL CANTEENS 92 Unskilled Points 07 Supervisor Points	₹20,84,594.69	_____ %
2	Schedule:2: COOKING SERVICES AT BHEL CANTEENS 25 Skilled Points	₹6,03,018.02	_____ %

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

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

Important Instruction

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

Payment terms:

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



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the work done up to and including the period under report. Payment will be at the sole discretion of BHEL.

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