


**BHARAT HEAVY ELECTRICALS LIMITED**  
**TIRUCHIRAPPALLI - 620014**  
**HRM – CANTEENS**

**NOTICE INVITING TENDER**

1	Tender Ref No	BHEL:HRM:CANT:FOOD WASTE:TENDER:2025-27 dt 10/07/2025
2	Scope	Collection & disposal of food waste from BHEL canteens & peripheral dining halls
3	Tender Type	Two Part bid
4	Approximate quantity	500 ltrs per day
5	Period of contract	Two Years from the date of award of contract
6	Collection Location	Canteens & Dining Halls, BHEL, Trichy
7	Contents of Tender Document	<p><b>A] Terms and conditions</b> <span style="float: right;"><b>Pages</b></span></p> <p>ANNEX-1A (Instruction to Bidder) <span style="float: right;">02</span></p> <p>ANNEX -1B (Administrative instructions) <span style="float: right;">02</span></p> <p>ANNEX -1C (Technical Terms &amp; Conditions) <span style="float: right;">01</span></p> <p>ANNEX – 1D (General Terms &amp; Conditions) <span style="float: right;">04</span></p> <p><b>B] Technical Bid &amp; Price Bid</b> <span style="float: right;"><b>Pages</b></span></p> <p>ANNEX – 2 (Technical bid) <span style="float: right;">01</span></p> <p>ANNEX –3 (Price bid) <span style="float: right;">01</span></p>
8	Address for submission of offer	The Tender Opening Cell / MM, Room No: 26, Ground Floor, Bharat Heavy Electricals Limited, Trichy – 620 014
9	Contact details for queries related to tender	A Soundararajan, Engineer (HR – Canteen) 0431-2577327; e-mail: sound@bhel.in
10	Due date for submission of offer	31/07/2025 at 14:00 Hrs
11	Due date for opening of Technical bid	31/07/2025 at 14:30 Hrs
12	Date of Price Bid Opening	Will be intimated separately to Technically qualified vendors through email.

Thanking you,

Yours faithfully,  
For BHARAT HEAVY ELECTRICALS LIMITED,

  
 (A Soundararajan)  
 Engineer (HR – Canteen)

**INSTRUCTIONS TO THE TENDERER**

1. Tenderers are advised to study all the tender documents carefully. Any submission of tender by the tenderer shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implications thereof. Should the tenderers have any doubt about the meaning of any portion of the Tender Specification or find discrepancies or omissions in the drawings or the tender documents issued are incomplete or shall require clarification on any of the technical aspect, the scope of work etc., he shall at once, contact the authority inviting the tender well in time (so as not to affect last date of submission) for clarification before the submission of the tender. Tenderer's request for clarifications shall be with reference to Sections and Clause numbers given in the tender documents. The specifications and terms and conditions shall be deemed to have been accepted by the tenderer in his offer. Non-compliance with any of the requirements and instructions of the tender enquiry may result in the rejection of the tender.
2. **Submission of Tender**
  - I. The tenderers must submit their tenders at The Tender Opening Cell / MM, Room No: 26, Ground Floor, Building – 24, Bharat Heavy Electricals Limited, Trichy – 620014.
  - II. **The First cover** shall contain Technical bid along with EMD and shall be sealed and super scribed as Technical Bid for Collection of Food Waste.
  - III. **The second cover** shall contain only Price bid for the above supply and to be quoted as per the format given in price bid. Any other information in price bid will not be considered. The envelope shall be sealed and super scribed as Price Bid for Collection of Food Waste.
  - IV. All the above Two covers shall be kept into one cover, sealed and super scribed as Tender Document for Collection of Food Waste.
  - V. These documents should be sent either by Registered post / Speed Post / courier / in person. **Tenders received after due date and time will not be considered for evaluation**
3. Any deviation to this tender terms & conditions and schedules of this tender will lead to total rejection of the offer submitted.
4. **Contract will be awarded for a period of Two years from the date of award of contract and the rate shall remain firm for the entire period of the contract.**
5. **Price bid shall be valid for Three months from the date of Tender opening.**
6. Rates should be quoted as per Price Bid Format only and the Rates quoted are exclusive of all Taxes and GST. Tax or GST if any shall be borne by contractor. No additional claim will be allowed. Rates quoted in any other form will not be accepted, and will be rejected.
7. No other pre conditions along with your offer will be entertained by BHEL.
8. Tenderer who have been suspended or black listed or issued with "Show Cause Notice" by BHEL, Tiruchirappalli - 620014 or any other unit of BHEL or Government organizations 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.
9. **Tender shall be submitted on or before the scheduled dates in the letter head of the firm/company as per the model format given by us and Technical bid & Price bid not signed and stamped by the authorized signatory of the bidder shall not be accepted and considered for evaluation of bid.**

Tenderer Signature and Seal



Ref - BHEL:HRM:CANT:FOOD WASTE:TENDER:2025-27

Date: 10/07/2025

10. **Every page of bid shall be signed and stamped by the authorized signatory of the bidder.**
11. If a tenderer deliberately gives wrong information in his tender or creates conditions favorable for the acceptance of his tender, the BHEL will reject such tender at any stage.
12. Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
13. 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.
14. The tender schedule and the tender shall be deemed to form an integral part of the contract to be entered into for this work.
15. Tender can be cancelled at any stage due to unavoidable circumstances.
16. Bidder are advised not to wait till the last minutes or last few seconds w.r.t tender closing time to submit their offer to avoid complications related with Road Traffic or due to any other conditions.
17. **All future communication / Corrigendum related to this tender if any will be posted in BHEL website and Central Public Procurement Portal only. Tenderers are advised to visit the websites regularly for all future communications or Corrigendum.**
18. All entries in the Tender documents should be in one ink. Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection. All overwriting/cutting, etc will be numbered by bid opening officials and announced during bid opening.
19. **In case of any difference in the amount written in figures and the amount written in words, then the amount written in words will be treated as the amount quoted.**
20. Bidder has to quote as per the price bid format. Price bid quoting in any other format will not be accepted and will be rejected.
21. Tender bid will be opened at Tender Opening Cell/MM in the presence of available tenderers. In case the tenderer would like to depute a representative, suitable authorization letter should be sent along with representative at the time of tender opening. More than one representative will not be permitted at any case.

#### **Note**

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 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.

*Sony*

**Tenderer Signature and Seal**

## Annexure – 1B

**Administrative instructions:**

1. **You are required to offer your most competitive and highest rate per month. BHEL will place the order on H1 party (i.e., the highest bidder).** The rate must include loading, unloading, packing, handling, transport for the collection of food waste from all BHEL Canteens and Dining Halls. The rates quoted shall be exclusive of all Taxes and GST. Tax or GST if any must be borne by Tenderer.
2. **BHEL does not guarantee any minimum quantity of food waste.** Tenderers are advised to visit the canteens and dining halls to check the quantum of food waste and locations on canteens & dining halls.
3. Only those technical bids that are evaluated and found acceptable in all respects shall be considered for Price bid opening.
4. **The contract will be awarded for a period of Two years from the date of award.** The rate shall remain firm and unchanged throughout the entire contract period.
5. **All the bidders must submit an Earnest Money Deposit (EMD) of Rs.13,300 (Rupees Thirteen thousand and Three hundred only) along with the technical bid. The EMD shall be submitted through any of the following modes only.**

**Option 1: Demand Draft**

- DD drawn in favour of The Secretary, BHEL Factory Canteen
- Payable at State Bank of India, HE, Kailasapuram Branch (Code No.1363), Trichy – 14.

**Option 2: NEFT Transfer**

- NAME OF THE BANK: SBI, Heavy Electricals, Kailasapuram
- ACCOUNT NO: 10891414036
- BENEFICIARY NAME: BHEL FACTORY CANTEEN
- IFS CODE: SBIN0001363

Bidders shall ensure that the EMD amount is credited to the above account before the due date and time of tender submission.

6. **The Original Demand Draft or a copy of the NEFT payment acknowledgment must be submitted along with technical bid. Failure to submit proof of EMD payment as specified will result in rejection of the bid.**
7. **Successful tenderer must submit a Security Deposit equivalent to 5% of the total contract value, before award of the contract. Security deposit will not bear any interest.**
8. **The EMD of unsuccessful bidders will be refunded, without interest, after finalization of the tender process. For the successful bidder, EMD will be converted into part of the Security Deposit. The balance security deposit must be paid via NEFT to the same beneficiary account as mentioned above before award of the contract.**

**Tenderer Signature and Seal**

9. The Contract amount for each month shall be remitted in advance via to the same beneficiary account as mentioned above without fail. An acknowledgement copy of payment must be submitted to BHEL for records.
10. The contract must be operated solely by the Contractor. Sub-licensing or transfer to others is strictly prohibited. Violation will result in immediate termination.
11. BHEL assumes no responsibility for the contractor's workers. The contractor must ensure compliance with all statutory requirements, including employment laws, minimum wages, and other benefits.
12. If any person is caught at the BHEL gate carrying canteen utensils along with food waste or involved in any theft, the contract will be terminated immediately. The contractor and person involved will be subject to criminal proceedings and forfeiture of the Security Deposit.
13. Any breach or violation of the conditions stipulated by the Secretary/Canteen Managing Committee shall result in the termination of the contract forthwith.
14. If the successful bidder fails to remove the food waste as per the tender terms, the Security deposit will be forfeited.
15. You may quote your most competitive and firm rate for the period of two year. Rates shall include loading, unloading, packing, handling, transport from all canteens and Dining Halls. Rate quoted shall be exclusive of all Taxes. Tax if any shall be borne by Tenderer.
16. Collections made using four wheelers must include a cleaner with proper ID proof. Four wheelers without a cleaner will not be permitted. All loading personnel must also have valid ID proof for factory entry.
17. Vehicles entering the BHEL premises must carry the following valid documents:
  - a) Vehicle Registration Certificate (RC).
  - b) Driver's License (valid and appropriate for the vehicle type).
  - c) Vehicle Insurance Certificate (current and valid).
  - d) Pollution Under Control (PUC) Certificate.
  - e) Fitness Certificate for commercial vehicles, if applicable.
18. **The Technical bid and Price bid must be accompanied by the following declaration, duly signed:**

**"We are accepting all the terms and conditions of this BHEL tender without any deviation"**

**If this statement is not included, BHEL will presume that all tender terms and conditions are accepted by default.**

**Tenderer Signature and Seal**

## Annexure – 1C

**TECHNICAL TERMS & CONDITIONS**

1. **The Tenderer's works place must be within a radius of 150 Km from BHEL, Trichy. The distance will be calculated using maps.google.com, and the least distance shall be considered.**
2. Food Waste must be collected daily (except Holidays & Sundays) from Canteens 18, 19, 24, 58, and the following Peripheral Dining Halls: SSTP, Unit-II, MHD, CCDP, WRI, R&D, RPS, Building 79, HRDC, Medical, and Civil Township. Food waste from Peripheral Dining Halls will be collected and stored in any one of the Inside Factory Canteens on daily basis.
3. The contractor shall be solely responsible for daily removal of food waste from all Canteens and Peripheral Dining Halls. The work must be carried out using the contractor's own manpower and transport arrangements.
4. After collecting the food waste, the area must be properly cleaned and washed by the contractor.
5. Food waste must be taken out of factory premises using the prescribed Non-Returnable Gate Pass.
6. **Collected food waste shall not be used for human consumption in any form and shall not be sold to any person. It must be used only as feed for Piggery/Poultry or disposed of in a manner that does not harm the environment or public health. BHEL will bear no responsibility for any consequences arising from consumption of the collected food waste.**
7. The contractor's workers must report for collection strictly during specified timings and leave the premises immediately after completing their work. Only healthy and trustworthy persons shall be engaged for this work.
8. The contractor shall bear full responsibility for the conduct of all workers engaged in collection. Any damage or loss caused by the workers to BHEL property must be compensated by the contractor. The contractor must also personally instruct the workers not to remain on the premises beyond the permitted time and not to tamper with electrical installations or other property belonging to BHEL.

**Tenderer Signature and Seal**

**General Terms and Conditions**

1. The successful tenderer must report at 12:00 PM daily. Food waste should be removed from the plate washing areas of the Canteens and Dining Halls from time to time during the day. Before collection, the food waste must be spread on the floor by the contractor's personnel in the presence of the canteen officials designated by the respective canteen heads. The waste can be taken away in the contractor's containers only after verification by the canteen officials.
2. No collection is permitted on Holidays & Sundays unless otherwise specifically permitted.
3. The successful tenderer must arrange their own transport and manpower for collection of food waste.

**4. BHEL reserves the right to**

- I. Cancel the tender enquiry at any stage or cancel the contract at any time during the execution of contract without assigning any reason.
- II. Negotiate or re-float the tender opened if H1 price is not the highest acceptable price to them inter-alia other reasons. The decision of BHEL in awarding the contract is final and BHEL reserves the right to reject any or all tenders without assigning any reasons.
- III. In case more than one bidder happens to occupy H-1 status, effective H1 will be decided by soliciting increase in the price from the respective H1 bidders. In case more than one bidder happens to occupy the H-1 status even after soliciting discounts, the H-1 bidder shall be decided by a toss / draw of lots, in the presence of H-1 bidders or their representatives. Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.

**5. Settlement of dispute.**

If any dispute or difference of any kind whatsoever shall arise between BHEL and the Supplier/Vendor, arising out of the contract for the performance of the work whether during the progress of contract termination, abandonment or breach of the contract, it shall in the first place referred to Designated Engineer for amicable resolution by the parties. Designated Engineer (to be nominated by BHEL for settlement of disputes arising out of the contract) who within 60 days after being requested shall give written notice of his decision to the contractor. Save as hereinafter provided, such decision in respect of every matter so referred shall forthwith be given effect to by the Supplier/Vendor who shall proceed with the work with all due diligence, whether he or BHEL desires to resolve the dispute as hereinafter provided or not.

If after the Designated Engineer has given written notice of this decision to the party and no intention to pursue the dispute has been communicated to him by the affected party within 30 days from the receipt of such notice, the said decision shall become final and binding on the parties. In the event the Supplier/Vendor being dissatisfied with any such decision or if amicable settlement cannot be reached then all such disputed issues shall be resolved through conciliation in terms of the BHEL Conciliation Scheme 2018 as per Clause 5.1

**Tenderer Signature and Seal**

**5.1 Conciliation**

Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure as per BHEL Conciliation Scheme 2018. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in - "Procedure for conduct of conciliation proceedings" (as available in [www.bhel.com](http://www.bhel.com))).

**Note:** Ministry of Finance has issued OM reference No. 1/2/24 dated 03.06.2024 regarding "Guidelines for Arbitration and Mediation in Contracts of Domestic Public Procurement. In the said OM it has been recommended that Government departments/Entities/agencies are to encourage mediation under the Mediation Act. 2023. The said Act has not yet been notified by the Government. Therefore, the clause "Settlement of Disputes" shall be modified accordingly as and when the Mediation Act 2023 gets notified.

**5.2 ARBITRATION:**

5.2.1 Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause 5.1 herein above or otherwise) 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 (hereinafter referred to as the 'Dispute'), then, either Party may, refer the disputes to Madras High Court, Arbitration Centre (MHCAC) and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the Rules of said Arbitral Institution.

5.2.2 A party willing to commence arbitration proceeding shall invoke Arbitration Clause by giving notice to the other party in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice') before referring the matter to arbitral institution. The Notice shall be addressed to the Head of the Unit, BHEL, executing the Contract and shall contain the particulars of all claims to be referred to arbitration with sufficient detail and shall also indicate the monetary amount of such claim including interest, if any.

5.2.3 After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to the Arbitral Institution- Madras High Court, Arbitration Centre (MHCAC)- and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd Judge having considerable experience in commercial matters to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to Madras High Court, Arbitration Centre (MHCAC)- for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.

**Tenderer Signature and Seal**

5.2.4 The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules.

5.2.5 The Arbitration proceedings shall be in English language and the seat of Arbitration shall be Trichy.

5.2.6 Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matters relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at Trichy.

5.2.7 Notwithstanding any reference to the Designated Engineer or Conciliation or Arbitration herein, a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree. Settlement of Dispute clause cannot be invoked by the Contractor, if the Contract has been mutually closed or 'No Demand Certificate' has been furnished by the Contractor or any Settlement Agreement has been signed between the Employer and the Contractor.

5.2.8 It is agreed that Mechanism of resolution of disputes through arbitration shall be available only in the cases where the value of the dispute is less than Rs. 10 Crores.

5.2.9 In case the disputed amount Claim, Counter claim including interest is Rs. 10 crores and above, the parties shall be within their rights to take recourse to remedies other than Arbitration, as may be available to them under the applicable laws after prior intimation to the other party. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof as amended from time to time, shall apply to the arbitration proceedings under this clause.

5.2.10 In case, multiple arbitrations are invoked (whether sub-judice or arbitral award passed) by any party to under this contract, then the cumulative value of claims (including interest claimed or awarded) in all such arbitrations shall be taken in account while arriving at the total claim in dispute for the subject contract for the purpose of clause 5.2.9. Disputes having cumulative value of less than 10 crores shall be resolved through arbitration and any additional dispute shall be adjudicated by the court of competent jurisdiction.

## 6. Arbitration: -

Disputes or differences arising from this tender or in any manner connected there with shall be subject to the following dispute resolution mechanism:

- Any dispute shall initially be referred to the designated Senior Management of the parties for amicable settlement. Parties shall nominate two persons each from their senior management within 10 days of a dispute arising.
- If no amicable settlement is arrived at within 30 days, then any party may refer the dispute to sole arbitrator to be nominated by the Head of HR, BHEL, Trichy. The place of arbitration shall be at Trichy. All arbitration proceedings shall be conducted in English in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

*Sony*

**Tenderer Signature and Seal**

- The arbitration award shall be final and binding upon the parties and each party will bear its own costs of arbitration and equally share the fees of the arbitral tribunal. All the disputes shall be subjected to the exclusive jurisdiction of courts at Trichy.

**7. Fraud prevention policy:**

- The bidder along with its associate / collaborators / sub-contractors / sub-vendors / consultants / service providers shall strictly adhere to BHEL fraud prevention policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL management about any fraud or suspected fraud as soon as it comes to their notice.
- Fraud Prevention Policy and List of Nodal officers shall be hosted on BHEL Website, Vendor Portals of Units/Regions intranet.



**Tenderer Signature and Seal**

Ref - BHEL:HRM:CANT:FOOD WASTE:TENDER:2025-27

Date: 10/07/2025

Annexure – 2

**FORMAT FOR TECHNICAL BID**

(Following points to be typed in your letter head)

Date- \_\_\_\_\_

In response to your tender Ref - BHEL:HRM:CANT:FOOD WASTE:TENDER:2025-27 dt 10/07/2025, we hereby submit the following details for collection & Disposal of food waste for a period of Two years from all the Canteens & Peripheral Dining Halls of BHEL. Also 5% of the contract amount to be remitted in advance as security deposit after the contract is awarded and also every month payment has to be paid in advance before collecting the Food waste.

Bidder details and Address of the firm with Pin code No	
Approximate distance (as per Google Maps) from the Firm to BHEL, Trichy	_____ Km
EMD Details	Demand Draft Number : Date : Bankers Name : <b>Or</b> NEFT Reference No : Date of Transfer :

We are accepting all the terms and conditions of the contract without any deviation.

Signature of the Tenderer with seal

Email ID

Phone No

Mobile No



**Annexure – 3****FORMAT FOR PRICE BID**

(Following points to be typed in your letter head)

Date- \_\_\_\_\_

In response to your tender Ref - BHEL:HRM:CANT:FOOD WASTE:TENDER:2025-27 dt 10/07/2025, we are pleased to offer the following firm rate for collection & Disposal of food waste for a period of Two years from all the Canteens & Peripheral Dining Halls of BHEL.

	<b>In Figures (Rs)</b>	<b>In words (Rs)</b>
Monthly highest and competitive rate payable to BHEL for Collection & Disposal of Food Waste from all the Canteens & Peripheral Dining Halls of BHEL	Rs. _____ <b>Per Month</b>	Rs. _____ <b>Per Month</b>

We are accepting all the terms and conditions of the contract without any deviation.

Signature of the Tenderer with seal

