

2020

**BHARAT HEAVY ELECTRICALS LIMITED
ELECTRONICS DIVISION, BENGALURU
TENDER DOCUMENT**



BHARAT HEAVY ELECTRICALS LIMITED

Electronics Division, Mysore road, Bengaluru - 560 026

Tender no. BHEL/EDN/HR/CANTEEN/2020 dated 05/10/2020

Contract for Cooking, Serving & Housekeeping of BHEL-EDN Canteen & Misc. Services.

**TENDER
DOCUMENT
(PART – A)**

TENDER DOCUMENT

- 1.0 BHEL/EDN (A Govt. of India Enterprise) is desirous of engaging a Contractor for **Cooking, Serving & Housekeeping of BHEL-EDN Canteen & Misc. Services.**
- 2.0 Sealed Bids are invited under Single stage two part bid system from the competent Agencies with sound Technical and financial capabilities, fulfilling the qualifying requirements stated in the tender documents.
- 3.0 Interested and eligible parties may study the tender document carefully and offer their bids.
- 4.0 The salient features of the tender documents are as follows :
- Notice inviting Tender
 - Instruction to Tenderer
 - General terms and conditions
 - Duties and Responsibilities of Contractor
 - Contract Work description
 - Performa for offering techno- commercial bid
 - Special terms and conditions of Contract
 - Price Bid Format
 - Declaration by Contractor
 - Agreement between Contractor and BHEL- EDN
 - Third party Non Disclosure Agreement
 - Reverse auction format
 - General Terms and Conditions of Reverse Auction
- 5.0 A set of tender documents (non-transferable) may be purchased on any working day (Monday to Saturday) **between 09:00 hrs. to 12:00 hrs. from 06/10/2020 from Canteen Office, BHEL-EDN, Mysore Road Bengaluru** by paying the prescribed Tender fee of Rs.100/- only in the form of cash in the Cash Counter (Finance Department) or crossed Demand Draft only in favor of “BHEL-EDN, Bengaluru”.
- The tender documents are also available in the Web Site of **BHEL www.bhel.com**. Those who wish to download the same may do so. While submitting the tender documents, a demand draft/cash paid at BHEL cash office towards cost of tender document should be enclosed. The tender documents downloaded from the website without demand draft for the specific value will be summarily rejected. Corrigendum if any will be published in BHEL web site only.
- 6.0 In case, tender documents are requested by post, BHEL-EDN shall not be responsible for any delay due to any reasons (including postal delay) either in receiving the Agency’s request nor receipt of tender documents by the Agency.
- 7.0 “BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among all the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.”
- 8.0 All bidders have to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids. In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit ‘online sealed bid’ in the Reverse Auction. Non-submission of ‘online sealed bid’ by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.

TENDERER

Signature & Designation of Official)
FOR BHEL



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**TENDER
DOCUMENT
(PART – A)**

1.0 NOTICE INVITING TENDER

1. Tender No: **BHEL/EDN/HR/CANTEEN/2020** Dated **05/10/2020**
2. Name of the Contract: **Contract for Cooking, Serving & Housekeeping of BHEL-EDN Canteen & Misc. Services**
3. Qualifying Requirement : **As per NIT Terms & Conditions**
4. Duration of Contract: **01 Year**
5. Earnest Money Deposit to accompany Tender : **Rs.6,72,416.00**
(Rupees Six lakhs Seventy Two Thousands Four Hundred and Sixteen only)
In the form of a crossed Demand Draft/EFT favoring BHEL-EDN, Bengaluru Or pay in slip issued by BHEL cash counter
6. Cost of Tender documents to accompany Tender: **Rs.100/-**
7. Issue of tender documents: **From 19/10/2020 onwards**
8. Last date for Issue of tender documents : **11.30 pm on 27/10/2020**
9. Last date for submission of tender doc. : **Up to 14.00 hrs. of 28/10/2020**
10. Date and time of opening of Tender (Part-A): **at 14.30 hrs on 28/10/2020**
11. Reverse Auction : **Applicable for This tender**

Date:05/10/2020

Name:
Designation:
BHEL-EDN, Bengaluru

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**TENDER
DOCUMENT
(PART – A)**

1.0 **Procedure for Submission of Tenders:** The Tenderers must submit their Tenders as detailed below:

DOCUMENTS TO BE UPLOADED & MODALITY OF UPLOADING

Sl no	Description	Remarks
PART-I A	(TECHNO COMMERCIAL BID)	
	CONTAINING THE FOLLOWING:-	
i.	Covering letter/Offer forwarding letter of Tenderer. (To be attached in relevant Attachment section)	
ii.	Supporting documents/ annexures / schedules/ drawing etc. as required in line with Pre-Qualification criteria. It shall be specifically noted that all documents as per above shall be attached in relevant attachment section and credential certificates issued by clients shall distinctly bear the name of organization, contact ph no, FAX no, etc.	
iii.	All Amendments/Correspondences/Corrigenda/Clarifications/Changes/ Errata etc. pertinent to this NIT. (To be attached in relevant Attachment section)	
iv.	Duly filled-in annexures, formats etc. as required under this Tender Specification/NIT (To be attached in relevant Attachment section)	
v.	Notice inviting Tender (NIT) (To be attached in relevant Attachment section)	
vi.	Any other details preferred by bidder with proper indexing. (To be attached in relevant Attachment section)	
vii.		

PART-I B	EMD/ COST OF TENDER	
	CONTAINING THE FOLLOWING:-	
i.	1. Earnest Money Deposit (EMD) in the form as indicated in this Tender 2. Cost of Tender (Demand Draft or copy of Cash Receipt as the case may be)	

PART-II	PRICE BID (TO BE ATTACHED IN PRICE BID ATTACHMENT SECTION)	
	CONTAINING THE FOLLOWING:-	
i	Covering letter/Offer forwarding letter of Tenderer enclosed in Part-I	
ii	Volume III – PRICE BID (Profit Percentage)(Duly Filled in Schedule of Rates – rate/price to be entered in words as well as figures) Any other document uploaded in the price bid, apart from above tender format, shall not be taken into cognizance for evaluation of offer.	

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**TENDER
DOCUMENT
(PART – A)****2.0 INSTRUCTIONS TO TENDERER:**

- 2.1 Tender is a two part bid system. The tender documents consist of Part - A and Part - B as detailed below:
Part 'A': **Techno-commercial Bid (To be submitted in sealed cover enabling us to open on 28/10/2020 at 14.30 hrs.)**
Part 'B': **Price Bid to be submitted in sealed cover as per Tender conditions.**
- 2.2 Part 'A' must be duly completed and sealed along with the Earnest Money Deposit (EMD) either in the form of DD or UTR Number (if paid through EFT) in a separate envelope superscribed "Tender Enquiry No. BHEL/EDN/HR/CANTEEN/2020 dated 05/10/2020 Part 'A' Techno-commercial Bid". **The tenderer shall not indicate the price or rate in the PART-A: Techno-commercial bid.**
- 2.3 The tenderer shall expressly accept all the terms and conditions of the Tender. The tender which does not comply with the BHEL's Terms & Conditions may be rejected as Non-responsive/non-conforming and non-acceptable.
- 2.4 Part 'B' must be duly completed with reference to the tender conditions and put in a separate sealed envelope super scribed "Tender No BHEL/EDN/HR/CANTEEN/2020 dated 05/10/2020 Part 'B' - Price Bid".
- 2.5 The Techno commercial Bid (Part - A) and general terms and conditions shall be attached to Techno-commercial offer with **each page duly signed** by the tenderer as a token of acceptance.
- 2.6 Part 'B' – **the Price Bid should not carry any conditions. The Contractor's Profit percentage should be quoted in clear terms in the format given by BHEL.**
- 2.7 The techno-commercial offer will be opened on the due date. The tenders meeting our techno-commercial requirements will be considered for further tender process.
- 2.8 "BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among all the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking."
- 2.9 Bidders to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).
- The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer.
- If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com)." As a reminder to the bidders, system will flash following message (in RED Color) during the course of 'online sealed bid': "Bidders to submit online sealed bid less than or equal to their envelope sealed bid already submitted to BHEL".
- BHEL will decide on the starting bid/price in the REVERSE AUCTION. Business rule and event of auction will be furnished by our service provider. The terms and conditions specified herein are to be strictly adhered to for all the activities.

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- 2.10 The tender forms both Part 'A' & 'B' duly filled in all respects shall be signed on each page by the tenderer. Any alteration, erasing will render the tender invalid. Corrections, over writing, cutting(s) etc. are not permitted. All entries in the tender document should be in one ink. All the columns in the tender form should be filled without leaving any column blank in any page of the tender. In case any of the relevant columns are left blank, the tender can be rejected. However, alteration neatly carried out and duly attested over with the full signature of the tenderer is permitted.
- 2.11 The tenderer should submit the tender documents intact without detaching any page or pages.
- 2.12 The Name of the tenderer should be written on the contractors seal to be put on the sealed envelope.
- 2.13 Before making the offer, the tenderers are advised to carefully go through the terms and conditions, which form part of the Agreement.
- 2.14 **The Profit percentage should be quoted in figures as well as in words.**
- 2.15 Each and every page of tender documents should be stamped & signed by the tenderer.
- 2.16 Tender documents consisting of Part 'A' & 'B' duly sealed in separate envelopes should be sealed in another envelope super scribed as "Tender No **BHEL/EDN/HR/CANTEEN/2020 dated 05/10/2020**" and should be deposited in the EDN Tender Box no 12 kept at Tender Room so as to reach on or before **14.00 hrs on 28/10/2020**. The tender documents may also be sent either by Registered Post / Speed Post / Courier so as to reach **B Kumaravelan, Welfare officer/HR, HRM, BHEL-EDN, Mysore road, Bangalore-26** on or before the said date and time. Part 'A' of tender form i.e. Techno-commercial Bid will be opened **on 28/10/2020 at 14.30 hrs. on** the same day in the presence of tenderers or their representatives who are present for the tender opening. **Tenderers who qualify in the Techno-commercial Bid will be intimated to attend the Reverse Auction/Price bid opening at a date to be notified separately. Reverse Auction/Price bid opening will be conducted at the specified date in the presence of the tenderers or their representative who are notified to attend the same.**
- 2.17 For any further details required, **Welfare Officer/HR of BHEL/EDN, Bengaluru** may be contacted in person or through Telephone Nos. **080-2699 8218/8227**.
- 2.18 BHEL reserves the right to assess the capacity and capability of the parties for pre-qualification. The company also reserves the right to accept or reject any or all the tenders or any part thereof at any stage of process without assigning any reason whatsoever. **The company has no obligation to accept the lowest tender. Offer of the Tenderer if prima-facie found not comparable with the quantum of work envisaged and the bid is a desperate effort to be L1, then the offer is liable to be rejected. BHEL's decision in this regard shall be final and binding.**
- 2.19 **PRICE BID - The tenderers are required to submit their quotation (Profit percentage both in words and figures) on Total value in the Price Bid format given along with the tender documents. The contractor should quote after careful study of the actual job requirement so that, in case the contract is awarded, contractor should not express any difficulties in execution of the contract.**
- 2.17.1 **While quoting for the contract, the bidder is required to quote considering Daily Minimum Wage, Holiday Wages, VDA, BHEL Addl Wages, probable DA hikes, during the period of contract, Employee contribution to PF, PF Admin. Charges, Statutory Bonus, Washing allowance, charges towards Issue of Uniform, Stitching charges, Safety Shoe, Socks, Cooking/Hazard allowance (for Head cooks, cooks and Asst. cooks) etc. For more clarity please check the Manpower matrix (attached). The payment every month will be based on nos. of Manhour deployed and based on the respective Average wage/Hour as mentioned in Manpower requirement Matrix for completion of the respective jobs.**

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- 2.17.2 Any periodic change in minimum wages and statutory payments as notified by appropriate Govt. during the contract period shall be borne by the contractor. However pursuant to any unforeseen changes in wage structure including changes in basic wages and other components as per Govt. directives or BHEL, the contract terms & conditions for wage structure & its impact on the Job/Works contract will be reviewed and suitably compensated by BHEL.
- 2.17.3 Any increase in DA by Appropriate Govt. Notification effective for the six months/one year will be made applicable in BHEL, hence such increase should be paid over & above the rates of wages shown above under. Therefore, the tenderer shall anticipate the increase in DA for the **01 year** period of contract and take that into account for quoting the rate. For more clarity please check the Manpower matrix (attached).
- 2.2 Apart from the Minimum Wages & Bonus payable, applicable taxes as per statute, the tenderer would be required to pay other allowances/incentives and other statutory requirements as per the directives issued by BHEL from time to time.
- 2.3 The rates (profit percentage) on which contract will be awarded will remain firm during the contract period. The tenderer is advised to quote taking into account of the change in Appropriate Govt. prescribed wages due to take place during the contract period, based on past trends.
- 2.4 **VALIDITY OF RATES:** The rates quoted (Profit Percentage) should be valid for 90 days initially from the date of opening of the pre-qualification bid.
- 2.5 **Payment of gratuity under the Gratuity Act and retrenchment compensation under the Act will be the sole responsibility of the contractor.**
- 2.6 BHEL reserves the right to reject any bid, which is technically unacceptable and unworkable. Further BHEL also reserves the right to reject any or all tenders without assigning any reasons thereof.
- 2.7 Eligible tenderers will be informed of reverse auction as per procedure as stated in the document.
- 2.8 BHEL reserves the right to cancel the contract at the initial stage or during the contract period without assigning any reason to the tenderer.
- 2.9 Wherever prescribed formats are specified for the tenderers use, he shall use the same for making his Claims.
- 2.10 Tender document should be complete in all respects.
- 2.11 Successful tenderers shall enter into an Agreement on stamp paper of **Rs.200/-** as a token of having accepted the rates, terms and conditions of the contract as per the proforma given by BHEL.
- 2.12 The offers should be in full conformity with the terms and conditions of this tender. No contra conditions are acceptable. Incorrect and incomplete tenders are liable to be rejected.
- 2.13 Tenders not submitted in the prescribed forms will be rejected.
- 2.14 BHEL reserves the right to accept or reject any tender in part or full at their discretion without assigning any reason.
- 2.15 If a tenderer deliberately gives wrong information in his tender or creates conditions favorable for the acceptance of his tender, then BHEL reserves the right to reject such tender at any stage.
- 2.16 If the tenderer indulges in any unethical practice for securing the contract, the offer of such tenderer shall be rejected.
- 2.17 Any written communication required to be sent to the contractor in writing shall be sent at the address mentioned on the tender form or to any other address subsequently intimated by contractor in writing to BHEL EDN for the contract purposes.

TENDERER**FOR BHEL**



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**TENDER
DOCUMENT
(PART – A)**

3. PRE-QUALIFYING CRITERIA

JOB	Contract for Cooking, Serving & Housekeeping of BHEL-EDN Canteen & Misc. Services at BHEL-EDN
TENDER NO.	BHEL/EDN/HR/CANTEEN/2020 Dated 05/10/2020
SL. NO.	CRITERIA
3.1	Bidder should have average annual turn-over of minimum Rs.100.86 Lakhs in last 03 (three) financial years, ending on 31-03-2020. Audited balance sheet and profit & loss account of the company need to be submitted for last three (03) financial years ending on 31-03-2020 in support of this requirement. where audit is not mandatory as per section- 44ab of it act, bidder may submit self-attested unaudited profit & loss a/c, balance sheet and acknowledgement of it return form duly receipted by it department along with computation sheet for arriving at taxable income based on which turnover can be determined for the period mentioned above. In case audited financial statement have not been submitted for all the three years then the applicable audited statement submitted by the bidders against the requisite three years, will be averaged for three years.
3.2	Bidder should have experience of successfully completed similar works (viz. catering service/ canteen services/pantry services/dining management/maintenance and upkeep services) at premises of PSU/ Central or State government / private companies etc. in the last 07 years ending on last date of bid submission. Bidder should submit order copy(s) along with the relevant documents in support of the above.
3.3	At least one similar job of value not less than Rs. 268.97 lakhs OR
3.4	At least two similar jobs of value not less than Rs. 168.10 lakhs each. OR
3.5	At least three similar jobs of value not less than Rs. 134.48 lakhs each.
3.6	Bidder should have valid PAN and GST number.
3.7	The Firm of contractor/independent contractor (Proprietor) should be registered and having at least three years existence in business consecutively for the past three financial years.
3.8	Tenderer should have eligibility for the essential license under Contract Labour (Regulation & Abolition) Act 1970 and the tenderer should produce the license after award of work. A copy of the license issued by the Labour Dept. under Contract Labour (Regulation & Abolition) Act 1970 to be produced to establish that tenderer is a valid license to carry out the work. Successful tenderer has to get the endorsement in the license for the areas and nature of work which they will be performing as part of the contract.
3.9	Tenderer should have independent ESI Employer code under ESI Act 1948.
10	Tenderer should have independent PF code under Employee Provident Fund and Miscellaneous Provisions Act 1952.
3.11	Photocopy of letter from ESI Corp. and PF Commissioner's Office to establish that tenderer is independently registered as an employer under ESI and PF to be produced.
3.12	A Solvency Certificate from a Nationalized Bank should be produced regarding the tenderer's financial position.
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3.13	There should be no litigation or charge under investigation / enquiry / trial against the Tenderer, or conviction in a court of law or suspension or blacklisting by any organization on any ground. Tenderer shall confirm this in the Declaration (Ref 6A). During the course of work, if any such information comes to light, the contract may be terminated.
3.14	The opinion / decision of BHEL regarding the bid shall be final and conclusive. BHEL reserves the right to reject any or all the bids at any time without assigning any reason.
3.15	In case the tenderer has a relative employed in BHEL, the authority inviting tender shall be informed of this fact in writing at the time of submission of tender, failing which the tender may be disqualified, or if such fact comes to light subsequently, the contract may be terminated.
3.16	If the tenderer gives wrong information in his tender or creates conditions favorable for the acceptance of his tender, BHEL reserves the right to reject such tender at any stage.
3.17	For the works which are continuous in nature, and which require regular interaction and monitoring, the contractor shall have an Office/Establishment in Bengaluru. Absence of such an arrangement may lead to disqualification of the Tenderer.
3.18	Contractors are required to have above experience in similar works such as catering service/ canteen services/pantry services/dining management/maintenance and upkeep services, the Contractor will be rejected if he/she does not have experience in similar work.
3.19	In the event of any Contractor falling short of the Solvency Limit as fixed by BHEL-EDN under 3.1.14 and 3.1.15 above, while participating in Tender(s) floated in BHEL-EDN, it would be deemed that the Contractor does not have the requisite financial resources to execute further contracts. As such, the Price Bid (s) of such Contractor(s) falling short of the limit indicated in para 3.1.14 & 3.1.15 above, will not be opened and further participation in the tender would be treated as null and void. In all such cases of rejection of Price Bids, the EMD amount would be refunded by BHEL within 15 days of acceptance of award of work by the successful tenderer.
3.20	NON DISCLOSURE AGREEMENT: The contractor shall sign a Non-Disclosure Agreement (NDA) as per BHEL format (Copy enclosed) in compliance to Information Security Management System.
3.21	CONFIDENTIALITY: The contractor and his representatives shall, at all times, undertake to maintain and ensure complete confidentiality and integrity of all data, information, software, drawings & documents, etc. belonging to BHEL and also of the systems, procedures, reports, input documents, results and any other company documents discussed and/or finalized during the course of execution of the order/contract.
3.22	Micro & Small Enterprises (MSE) can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency is observed in the above required documents or all required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted Officer.
NOTE	
1.0	RELEVANT SUPPORTING DOCUMENT MUST BE SUBMITTED.
2.0	BIDDER MUST NOT BE UNDER BANKRUPTCY CODE PROCEEDINGS (IBC) BY NCLT OR UNDER LIQUIDATION /BIFR, WHICH WILL RENDER HIM INELIGIBLE FOR PARTICIPATION IN THIS TENDER AND SHALL SUBMIT UNDERTAKING TO THIS EFFECT.

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(PART – A)****4.0 GENERAL TERMS AND CONDITIONS****4.1 EARNEST MONEY DEPOSIT (EMD):**

4.2.1 Earnest Money Deposit as indicated in the NIT is to be submitted along with tender documents Part – A.

4.2.2 Modes of deposit

The EMD may be accepted only in the following forms:

- (i) Cash deposit as permissible under the extant Income Tax Act (Before tender opening)
- (ii) Electronic Fund Transfer credited in BHEL account (before tender opening)
- (iii) Banker's cheque/Pay order/Demand Draft, in favor of BHEL (along with offer)
- (iv) 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)

In addition to above, the EMD amount in excess of Rs. Two Lakh may also be accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for at least six months.

4.2.3 Forfeiture of EMD

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

- i) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
- ii) The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.

EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.

4.2.4 EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of award of work.

4.2.5 EMD shall not carry any interest.

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

5.0 SECURITY DEPOSIT (SD) :

5.1 Successful tenderer has to submit Security Deposit (SD) at the rate of 5% of the contract value.

5.3 Security Deposit is accepted in any one of the following forms:

- i) Cash (as permissible under the Income Tax Act)
- ii) Pay Order, Demand Draft in favour of BHEL
- iii) Local cheques of scheduled banks, subject to realization.
- iv) Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).
- v) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- vi) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.
- vii) Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit should be collected before start of the work and the balance 50% may be recovered from the running bills.
(Note: In case of small value contracts not exceeding Rs. 20 lakh and all SAS jobs, work can be started before Security Deposit is collected. However, payment can be released only after collection/ recovery of initial 50% Security Deposit).
- viii) EMD of the successful tenderer can be converted and adjusted against the security deposit.
- ix) The security deposit shall not carry any interest.

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**BHARAT HEAVY ELECTRICALS LIMITED**

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(Note: Acceptance of Security Deposit against Sl. No. (iv) and (vi) above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, 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).

- 5.3 Failure to pay the security deposit shall be treated as failure to discharge the duties under the contract and shall result in cancellation of the contract awarded and the tenderer shall be liable to compensate the losses if any incurred by BHEL on this account. The security deposit shall be refunded only after the expiry of contract period subject to the contractor fulfilling all obligations and operations as required under the contract.

BHEL reserves the right to appropriate the whole or any part of the amount of the security deposit without prejudice to other claims against the contractor for losses suffered by BHEL due to failures on the part of the contractor or due to termination of contract or contractor becoming disqualified because of liquidation and other reasons. Such losses, damages, charges, expenses or cost, as assumed by BHEL shall be final and binding the contractor and shall not be called into question.

6.0 STATUTORY REQUIREMENTS:

While quoting the rate, the tenderers are advised to take note of Daily Minimum Wage, Holiday Wages, VDA, BHEL Addl. Wages, probable DA hikes during the period of contract, ESI, PF, Statutory Bonus, Washing allowance, Issue of Uniform, Stitching charges, Safety Shoe, Socks, Cooking/Hazard allowance etc. and other relevant allowances etc. as payable to workmen. For clarity on all the above the manpower Matrix (attached) may be referred.

- 6.1 W.e.f 01/04/2020 the BHEL payable wages for USW is Rs.618.57/Day, for SSW Rs.682.36/Day, for SW is Rs.746.77/day and for HSW is Rs.816.09 as notified by BHEL-HR/Welfare Department. In addition the washing allowance @ Rs.125/- per month. Further for the Head Cooks (HSW), Cooks (SW) and for Asst. Cooks (SSW) the Cooking/Hazard allowance is additional to the wages @ of Rs.200, Rs.150 and Rs.50/day respectively on the days of actual attendance. The statutory Bonus is as per the existing laws to all the workers is 8.33% on Rs.7000.00 or (Min wage + VDA) whichever is higher.
- 6.2 The tenderer will be required to comply with all the statutory provisions such as Minimum Wages prevailing at the time of payment or arrears thereof, Bonus, PF, EDLI, ESI, allowances, Applicable Tax, declared Holidays, leave, etc. The contractor shall submit the documentary evidence of payment on account of submission of statutory payments made to the concerned agencies before clearance of bill of next month.
- 6.3 The Contractor shall comply with the provisions of the Factories Act 1948, Contract Labour (Regulation and Abolition) Act 1970, ESI Act, Employees Provident Fund and Miscellaneous Act 1952, Minimum Wages Act 1948, Payment of Gratuity Act 1972, Industrial Disputes Act, 1947, Employers Liability Act 1938, Inter State Migrants Workmen (Regulation of employment and conditions of Service) Act 1979, Employees Compensation Act, Maternity Benefit Act 1961, and or any other Laws and Rules that may be applicable from time to time to the workers engaged by him. The contractor, when required by the Company shall produce the registers and records for verification and comply with other directions issued by the company for compliance of the statutory provisions.
- 6.4 The contractor at his own cost shall provide 2 Sets of Uniforms (Terri cotton Cloth: 80% - Polyester & 20% - Cotton of reputed Textiles Mills Viz. NTC /S.Kumars/Binny etc.) for all the workers per year. Colour of Uniforms: for the workers earmarked for cleaning the Canteen, Dark Colour Uniform or Uniforms of any other colour acceptable to the BHEL Management, shall be provided. The uniform should have logo of the contractors firm / company. Similarly, The contractor at his own cost shall provide one pair of Safety footwear with Steel toe cap suitable for working in watery condition (Equivalent to Warrior branded Shoe of Liberty Company) from reputed companies like M/s Bharat Leather Corporation, Karnataka Leather Industries Development Corporation Bangalore etc.) once in two years.

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Two socks will be provided along with the shoes once in two year. The quality of the uniform shall be to the satisfaction of BHEL and the cost of two sets of uniform including stitching charges at Rs.1450/- and the cost of safety footwear (along with two socks) estimated at Rs.1300/- per pair. The issue of the Uniform, Stitching charges, Shoes and socks are to be duly certified by canteen Shift I/C or supervisor and the contractor shall obtain signatures of his workmen in the register maintained for this purpose. Also all the workers shall wear Photo Identity Cards issued by the contractor. For Uniform, shoes & socks the time of last issue will be taken into account while issuing and the new worker shall be issued at the start of the contract.

- 6.5 The contractor shall fully indemnify the loss if any caused to BHEL due to any default or non-observance of any of the laws, or any omission or commission or inability on the part of the contractor or his representative.
- 6.6 The contractor shall, keep and produce for inspection at all times, forms, registers and other records required to be maintained under various statutes in order to enable scrutiny by the Company whenever required.
- 6.7 The contractor shall produce to the Company, the documentary proof of payment of the said statutory dues. Non-observance of the provisions will be construed as default by the Tenderer in making such payment, and payment of his bill will be deferred.
- 6.8 The Income tax as applicable will be deducted from the bill of the contractor.
- 6.9 Each contractor will be required to maintain the daily attendance of his labours in the prescribed Performa for accounting payment of minimum wages, deduction towards ESI & PF Contributions, payment of Bonus, leave etc.
- 6.10 The contractor will have to follow the provisions of Payment of Bonus Act 1965 and Rules 1975, and is liable to pay Bonus to his workers. While quoting for the contract, the tenderer is required to quote bonus amount at minimum of @8.33% {on Rs.7000.00 or (Min Wage+VDA) whichever is higher}. Form C / D has to be submitted to BHEL for having disbursed the bonus.
- 6.11 The contractor will have to extend paid National Holidays and Festival Holidays to their workmen as per the provisions of the relevant Act and the Rules thereof. However, if due to exigencies of work the contractor engages his workmen on National Holidays or Festival Holidays contractor shall pay additional wages as prescribed under the provisions of the Act.
- 6.12 Manpower:**
- 3.5.1 The Contractor shall provide the minimum manpower required for executing the contracted work as per the estimate of user department. **The contractor shall not engage a person who is less than 18 years of age and more than 60 years of age.**
- 6.12 The contractor shall be responsible for safety of his laborers while they are engaged for work connected with the contract. The Contractor at his own cost shall provide proper uniform and Shoe, Socks including Washing Allowance to their Workers. In the event of violation of applicable safety, health & environment related norms, a penalty of Rs.500/- per occasion shall be imposed on the contractor.
- 6.13 The contractor, as the employer of his workmen, shall manage them. In the event of any dispute arising between the contractor and his employees, the contractor alone is solely responsible for resolving the dispute between them and BHEL will in no way be responsible for settling the dispute either statutory or otherwise.
- 6.14 The contractor will be solely responsible for executing the agreed work and the employees of BHEL will only oversee the proper execution of work. The contractor or his representatives shall be available in the factory to control and supervise his workers and take down instructions from the designated officials of BHEL. The cost of deployment of Supervisor has to be borne by the Contractor.
- 6.14 The contractor shall have full control over his employees including w.r.t determining service conditions, discharge, dismiss, or otherwise terminate their services at any time. **However, the contractor shall not engage any person who has completed 60 years of age.**

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The contractor shall be solely responsible for any claim arising out of employment or termination of employment of his employees and for statutory payments.

- 6.15 The contractor shall employ only such personnel who are medically fit. The company has right to direct the contractor to remove from the premises such of his personnel who may be physically, hygienically, clinically or medically unfit.
- 6.16 The contractor shall employ only such personnel who have not been found unfit for employment in Organizations such as Central/State/Public Undertakings by the Police authorities. For this purpose, contractor is required to submit the police verification report before engaging the contract labour. Persons against whom criminal cases are pending or under investigation and persons found guilty of offences involving moral turpitude shall not be engaged for executing work.
- 6.17 The Contractor shall comply with all the operational rules and regulations, including safety and security rules framed by the company from time to time wherein the Contractor or his workmen happen to be operating/working. In the event of any of the workmen of the contractor violating any of the said rules and regulations, the Contractor would be required to remove forthwith such workmen from the company's premises.

PERIOD OF CONTRACT

6.18 The contract shall be, initially for a period of One year.

6.19 The parties, if mutually agreed upon, may extend the period of contract for a further period of one year on the same terms and conditions.

6.20 The parties are at liberty to terminate the Agreement by giving three calendar months' notice in writing and the loss/Risk and cost if any caused to the other party due to termination of contract shall be compensated by the party terminating it.

6.21 FAILURE TO COMPLY WITH CONTRACT

- 6.21.1 Notwithstanding anything contained in any other clause, BHEL reserves the right to terminate the contract due to any failure on the part of the Tenderer in discharging his obligations under the contract or in the event of his becoming insolvent or going into liquidation. The decision of the BHEL about the failure on the part of the Tenderer shall be final and binding on the tenderer.
- 6.21.2 In case of any damage to the existing building, structures, materials, tools, furniture and fixtures, machines etc., caused from contractor's end, the cost of its repairs or replacement will be recovered from the contractor. If there is any work stoppage in any area of the Plant due to the fault of the tenderer, the tenderer is liable to compensate the same.
- 6.21.3 In the event of any failure on the part of the tenderer, BHEL shall have the right without prejudice to any other right or remedies, to get the work done through any other agency and the Tenderer shall be liable to compensate BHEL for any losses on this account. The additional cost, loss, if any incurred by BHEL will be recovered from the bills, security deposits, other dues as well as directly from the Tenderer.

6.22 PAYMENT TO THE CONTRACTOR

The periodicity of payment to the contractor shall be on a calendar month basis. The contractor shall raise the bill for payment as per the contractual terms & conditions mentioned in the contract, which should be duly certified by the BHEL official in charge of the contracted work. **The payment every month will be based on nos. of Manhour deployed and based on the respective Average wage/Hour as mentioned in Manpower requirement Matrix for completion of the respective jobs.**

- 6.22.1 The Contractor shall initially pay the wages and other allowances of his workmen before 7th of the succeeding month and then claim reimbursement from BHEL. The contractors would be required to submit their Claims along with the proof of payment of wages to the respective Departments. The claims will be scrutinized and certified for payment by the respective department and forwarded to Accounts Department through HR for effecting payment.
- 6.22.2 The Contractor shall file the electronic return of PF/ESI and submit proof of payment of both the employers' and employees' contributions every month. (PF has to be remitted by 15th and ESI by 21st of the succeeding month). Contractor shall submit the challan along with copy of a self-certified list of

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contract workers (bearing their names and PF/ESI No. and deductions made) for whom the contribution has been submitted by him for the said period.

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

- Invoice : Original + 2 photo copies
- Attendance Register : 3 photo copies
- Wage register : 3 photo copies
- ESI Challan : 3 photo copies
- PF statement : 3 photo copies
- Annual / Half Yearly Return (whenever due): 3 photo copies of ESI & PF Return.

6.23 SUB-CONTRACTING

- 6.23.1 The contractor shall not sub-contract or transfer or assign the contract in full or any part thereof to any other person or firm or company without the previous express written approval of BHEL.

6.24 LAWS GOVERNING THE CONTRACT

- 6.24.1 The contract will be governed by the Laws of India for the time being in force and as amended or made from time to time.
- 6.24.2 All disputes shall be settled in accordance with the Laws of India for the time being in force and as amended from time to time.
- 6.24.3 All disputes arising out of or in relation to this contract or Agreement shall be settled by mutual discussions and in the event of failure such disputes shall be referred to the Arbitrator.

6.25 LEGAL JURISDICTION:

- 6.25.1 In respect of all matters arising out of or pertaining to the contract, the cause of action thereof shall be deemed to have arisen only at Bengaluru, where BHEL - EDN is situated. All legal proceedings pertaining to the above matters or dispute shall be instituted only in courts having territorial jurisdiction over the place where BHEL-EDN is situated and no other court shall have the jurisdiction.

7.0 DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR:

- a. The duties and responsibilities and obligation of the contractor including statutory responsibilities mentioned in this document are indicative and not exhaustive. Contractors are required to confirm with the concerned authorities for proper and complete compliance.
- b. The contractor will abide by the provisions of Child Labour (Prohibition & Regulation) Rules 1988. He should issue appropriate Appointment Letter to his Workmen.
- c. The following documents / forms under Contract Labour (Regulation & Abolition) Act 1970 and relevant rules therein shall be maintained by the contractor:
- (i) A notice showing the wage period and the place and time of disbursement of wages to be displayed at the place of work and a copy sent by the contractor to the HR Department (Rule 75).
 - (ii) A register of workman From XIII (Rule 75)
 - (iii) Employment card From XIV (Rule 76)
 - (iv) Service Certificate From XV (Rule 77)
 - (v) Muster Roll, Wage Register, deductions Register, overtime Register, leave register etc.
 - (vi) Half yearly return to be sent (In duplicate) by the contractor to the licensing officer. From – XXIV (Rule 82 (I) with a copy to HRM Department regularly.
 - (vii) All statutory registers and records shall be preserved in original for a period of Ten years and should be made available even after the contract is over for verification.
- d. The contractor shall comply with the provisions of Contract Labour (R & A) Act including provisions relating to welfare and Health facilities as provided under the Contract Labour (R& A) Act 1970 and relevant rules.

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- e. All the registered contractors shall submit the returns required under contract Labour (Regulation & Abolition) Act 1970 and forward a copy to HR Department.
- f. BHEL-EDN – Bengaluru is a Notified Area under the provisions for ESI Act 1948. The contractor shall comply with the provision of ESI Act, and will be responsible for any liability arising during the tenure of the work contract under the Act, The contractor should ensure ESI coverage and facilities to his workers (i.e. ESI code no. and ESI card etc.) as per ESI Scheme from ESI authorities including Medical Benefit etc.,. The contractor shall arrange for filing of family declaration forms in respect of their contract labors and deposit the same in ESI office for issue of Identity card by ESI authorities. The contractor may deduct required ESI contribution from the wages of their employees as per law and deposit the same (Employees share) along with his contribution to the ESI authorities.
- g. Workmen insured under ESI Act only shall be deployed in contract work.
- h. The contractor shall mandatorily obtain suitable/required insurance cover in line with Employees compensation act ,1923 as amended time to time for all his employees/contract workers who are not covered under ESI Act, to ensure employees compensation and accidental cover as may be applicable. A documentary proof for the same shall be submitted to BHEL within 15 days from commencement of work. The contractor shall also enclose along with his monthly bill, a valid documentary proof for having taken insurance for his employees/contract workers who are not covered under ESI Act. The above documents are necessary for processing of Bills.
- i. The contractor shall submit bi-annual return in Form 6 along with monthly Challans to the appropriate authority under the provisions of Employee's State Insurance Act 1948, under intimation to HR Dept.
- j. Not with standing anything contrary to this, in the event of accident the contractor shall be required to submit injury report to the concerned authorities with a copy of the same to the designated BHEL Executive immediately and ensure the compliance of the ESI Act and rules made therein.
- k. The contractor shall submit the following returns to the appropriate authority under the provisions of Employee's Provident Fund and Misc. Provisions Act 1952, Employees Pension Scheme 1995 under intimation to HR Dept.
- (i) Monthly return in Form 12 A along with form 5 & 10 (addition and deletion) and monthly Chalan.
 - (ii) Annual Return in Form 6A along with Form 3A.
- l. The Contractor shall maintain the following records as required under the Employees Provident Fund and Miscellaneous Provisions Act 1952, Employee's Pension Scheme 1995
- Declaration of Nomination, Form No.2 Para 33 and 61 (1).
 - Pass Book.
 - Cash Book.
 - Attendance.
 - Wage Register.
- m. The contractor shall regularly pay the amount of contribution (employer's contribution as well as the employee's contribution) as per the Employee's Provident Fund and Miscellaneous Provisions Act 1952, Employees Pension Scheme 1995 and Employee's State Insurance Act 1948.
- (i) The contractor may recover from his workmen, the employee's contribution in accordance with the provision of the said act and the Scheme but shall not recover the employer's contribution or the other charges from his employees in any manner.
 - (ii) The contractor shall submit along with monthly bills to BHEL, statement showing the recoveries of contributions in respect of employees employed by or through him along with the proof of Deposit of such contribution with the Concerned Authority and shall also furnish to BHEL such information, in the capacity of principal Employer, as required to furnish under the provisions of the schemes under the Employees P.F. and Misc. Provisions Act 1952 and ESI Act, 1948 to the authorities under the said acts.

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- (iii) The Contractor shall arrange for his own P.F. and ESI Code No. from the PF and ESI authorities respectively. The contractor will be reimbursed by BHEL the expenditure incurred by the contractor towards payment of the Employers Contribution and PF Administrative charges.
- n. Any failure to comply with the statutory requirements on the part of contractor shall disqualify such contractor from all contracts awarded to him and his name shall be black listed for further tenders / contracts. In addition, the contractor's security deposit shall be forfeited apart from consequential legal action against him.
- o. The contractor shall maintain Form D as per Rule 5 of the Payment of Bonus Act, 1965. The contractor is further liable to pay bonus to his employees in accordance with the payment of Bonus Act 1965 and to keep all the records in Form C as per the said Act.
- p. In case the contractor employs women, he will discharge his obligation under law in respect of such women workers such as prohibition of engaging them during night hours, prohibition of employing them more than 9 hours per day, provision of crèche facility, grant of maternity leave as per rules etc.
- q. The Wage period for the Workmen of Contractors shall be Calendar Month and the contractor shall be responsible for making payment of wages within 7 days of the closure of the wage month. The disbursement shall be preponed to the 6th day, if the 7th day happens to be a holiday. Similarly, in case of Overtime wages, the contractor shall make the OT payment to his workmen along with the salary within 7 days of the closure of the wage month. The Contractor would be required to open an Account for Electronic Fund Transfer (EFT) of his Bills/Claims from BHEL as well as EFT of wages/OT/other payments of his workmen from his Account to the Accounts of his workmen so that risks associated with cash transactions can be avoided.
- r. The Contractor shall be required to issue monthly Wage /OT Slips to their workmen. Further, the Contractors claims are to be accompanied by a Certificate from BHEL Official certifying that "the Wage /OT Slips for the previous month/current month have been issued by the contractor to all their workmen". Further, the contractor would be required to issue Annual PF Statement from the PF Authorities for all his workmen engaged in BHEL-EDN, Mysore road, Bengaluru Complex before submitting Claim for refund of Security Deposit for the respective years.
- s. In case contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the Security deposit / other dues payable under the contract can be utilized by BHEL to discharge the liability of the contractor.
- t. The workmen of the contractors shall wear uniform while attending duty in BHEL campus which must be different in color from the color of uniform of regular employees. The Contractor/his authorized representative shall ensure wearing of the Uniform by his workmen in the BHEL premises. The name of the contractor for which the worker is working should be made available on the uniform.
- u. The liability for compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
- v. **NATIONAL & FESTIVAL HOLIDAYS** (as declared by BHEL): The contractor will give paid National Holidays and Festival Holidays to the workers as per Section 5 of National and Festival Holidays Act. However, if due to the exigency of work if any of his workmen is required to work on National Holiday or Festival Holiday, the contractor has to pay wages as per Section 5, sub section 2 and 3 of the said Act.
- w. Besides the three national holidays 15th August, 26th January and 2nd October, if Govt. declares any other day as a national holiday same will be treated as paid holiday for the purpose of this contract. Accordingly the contractor shall be required to provide paid holiday to its workers for the same. If any of the contract workmen works on such additional declared national holiday, he will be entitled to additional wage for the said day.

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- x. **GENERAL ELECTIONS:** If the general elections are held for State Assembly / Parliament and Government declares a public holiday for exercising the franchise, the contractor shall give their workmen half day leave in "First" shift only. The contractor's workmen working in "Second" and "Night" shifts will be required to exercise their franchise during their own time.
- y. The Contractor shall maintain the following Documents, Registers, Forms as required under the FACTORIES Act 1948 and Rules 1969.
- | | | |
|------|------------|------------------------|
| (I) | Leave Book | Form No. 15 (Rule 121) |
| (II) | Nomination | Form No. 25 (Rule 127) |
- z. The contractor will extend leave with wage to his workers who have worked for a period of 240 days or more during a calendar year. To facilitate the proper execution of the Factories Act, these leaves shall be allowed during the same calendar year, at the rate of one day for every 20 working days. A worker commencing service on a day other than the 1st day of the January shall be entitled to leave with wages at the above rate (one day for every 20 days of work) only if he has worked for 2/3 of total no. of days in the remaining year. The contractor will pay the un-availed portion of leave in cash every Six month from the start of the contract.
- aa. Contractor has to ensure that all his workmen are granted one day weekly off after every 48 hrs. of working. The workmen working for more than 48 hours in any week shall be paid wages twice the ordinary rate of wage in accordance with the provisions of Section 59 of the Factories Act, 1948 read with the Karnataka Factories Rules.
- bb. The contractor shall follow safety rules and regulations as per provisions of Factories Act 1948, and Rules at his own expense and arrange for the safety provisions as appended to these conditions or rules framed by the government from time to time.
- cc. Refund of Security Deposit: Security Deposit of contractor will be refunded only after 06 months from the expiry of the contract period and based on the certification of successful completion of the contract by the concerned Officials and submission of an Indemnity Bond from the contractor, that in case of Claims from any of the statutory authorities, the same would be indemnified by the Contractor. In case of completion of the contract before payment of bonus to the workers, Security Deposit, as deemed appropriate, will be withheld by BHEL. The same would be released to the Contractor after submission of proof of bonus payment to his workmen.
- 7.1 The Contractor shall be required to deposit Tax as applicable, if same is applicable as per rules in force from time to time. The amount so spent can be claimed from BHEL after submitting the proof of the same. The contractor has to obtain GST registration wherever required. The Contractor must quote the Service Account Code (SAC) number at the time of raising invoice.
- 7.2 Contractor shall inform his PAN and GST number to BHEL. Income tax and GST as applicable will be deducted at source by BHEL from the bill of contractor.
- 7.3 All the Registers and Records, forms, Notices maintained under the relevant Acts and Rules should be produced on demand before the Inspector or any other authority under the Act, failing which the contract may be terminated without any notice.
- 7.4 Contractor shall be required to submit a list of his workers to be deployed for the works contract giving details regarding Name of contract worker, Fathers Name, permanent and Present Address, Date of Birth, Qualification, Caste-SC/ST/OBC, ESI No, PF No. and the family details.
- 7.5 The contractor shall abide by all the labour legislations and other laws including the provisions of Contract Labour (Regulation & Abolition) Act, 1970, the Factories Act, 1948, the Payment of Wages Act, 1936, the Minimum Wages Act, 1948, ESI Act, Employee Provident Fund Act and other relevant Acts applicable to his workmen under this Contract.
- 7.6 BHEL shall be indemnified against all losses, Claims, prosecutions etc. under any law.

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- 7.7 The contractor shall promptly furnish all information and document required by BHEL authorities for the purpose of complying with the responsibilities of Occupier of the factory and shall render all the necessary assistance for the same.
- 7.8 The contractor will maintain proper discipline of his workmen and will ensure that his workers do not cause any loss or theft or damage to any company's property. The contractor will also be responsible for the good conduct of his workmen.
- 7.9 The contractor shall ensure and maintain uninterrupted progress of the work in accordance with instructions given to him on behalf of BHEL from time to time.
- 7.10 In case the contractor makes default in commencing the work within the time specified by BHEL without any reasonable cause, disputes any of the terms and conditions of the contract or refuses to execute the contract or any part thereof at any stage, the contract shall, without prejudice to any other right or remedies available to BHEL, be liable to be cancelled / terminated in part or in whole. In the event of such cancellation / termination of contract, the contractor shall be liable; to compensate BHEL for all losses incurred by BHEL including the loss suffered on account of having the work executed through any other contractor or department as may be convenient to BHEL, in accordance with the exigencies of the work. In case only a part of the contract is cancelled, the remaining portion of contract may be allowed be executed by the contractor.
- 7.11 The Contractor, shall, without fail, give up-to-date information in writing of the attendance of the workers engaged by him. The Contractor will also submit the required documents and certificates as prescribed from time to time for the clearance and the payment of the Bill.
- 7.12 Whenever any sum of money is found to be recoverable from or payable by the contractor, the same will be deducted from any sum that may due or which at any time there after becomes due to the contractor under this contract or under any other contract or from his security deposit. In case the recoveries are not complete even after such deduction, the contractor shall pay the same or the balance thereof from the security deposit. The contractor shall immediately thereafter pay such further sums as may be required to replenish the shortage caused by such recoveries in the amount of security deposit.
- 7.13 During the currency of contract, if the contractor is awarded any other work contract in BHEL, the contractor will have to inform the designated BHEL official before accepting the other work.
- 7.14 In case of failure on the part of the contractor to execute the work awarded to him within the stipulated time, the sum equivalent to the EMD as per BHEL Works Policy shall be forfeited as per the Undertaking provided by tenderers, after a week's notice issued by the awarding officer and BHEL may in its discretion award the contract to any other party.
- 7.15 In case of any extra work executed by the contractor, the contractor will be paid on pro-rata basis.
- 7.16 All the Terms and Conditions as mentioned in Work Order will also form a part of the Agreement.
- 7.17 BHEL shall have the right to deduct any sum from the bill of the contractor for making good the loss suffered by a worker or workers by reason of non fulfillment of the conditions of the contract, Non-payment of wages or of deduction made from his or their wages which are not justified by the terms of the contract or non observance of the said contract Labour regulations.
- 7.18 The contractor shall be responsible for observance of local laws, employment of personnel, payment of taxes etc. As far as possible, workers shall be engaged from the local areas in which the work is being executed.
- 7.19 The contractor shall be wholly responsible for the behavior of the workmen at the work place and outside, in the BHEL premises.
- 7.20 The contractor shall be responsible for safe custody of BHEL's property like materials, tools etc., entrusted to him and if necessary arrange insurance at his own expense.
- 7.21 The contractor shall be responsible to make good and rectify at his own expense any defect, which may develop or may be noticed within the period of the contract.
- 7.22 BHEL shall be entitled to recover any payment made on behalf of the contractor under any law or otherwise.
- 7.23 BHEL Officer In-charge shall have the right to stop the work at any stage or at any time by giving the contractor seven days' notice in writing.

TENDERER**FOR BHEL**

**BHARAT HEAVY ELECTRICALS LIMITED**

Electronics Division, Mysore road, Bengaluru - 560 026

Tender no. BHEL/EDN/HR/CANTEEN/2020 dated 05/10/2020

Contract for Cooking, Serving & Housekeeping of BHEL-EDN Canteen & Misc. Services.

**TENDER
DOCUMENT
(PART – A)****8.0 ARBITRATION & CONCILIATION:**

The parties shall attempt to settle any disputes 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, or in connection with this contract through friendly discussions. In case no amicable settlement can be reached between the parties through such discussions, in respect of any dispute; 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 – EDN. Such Sole Arbitrator appointed, shall conduct the arbitration in English language.

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

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

The cost of arbitration shall be borne as decided by the Arbitrator upon him entering the reference. Subject to the Arbitration Clause as above, the Courts at Bangalore alone 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 parties shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and efficiency in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.

8.1 COMPENSATION:

“BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life / permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below.

a) Victim: Any person who suffers permanent disablement or dies in an accident as defined below.

b) Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during 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, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works / during working at BHEL Units/ Offices/ townships and premises/ Project Sites.

c) Compensation in respect of each of the victims:

(i) In the event of death or permanent disability resulting from Loss of both limbs: ₹ 10,00,000/- (Rupees Ten Lakhs)

(ii) In the event of other permanent disability: ₹ 7,00,000/- (Rupees Seven Lakhs)

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.”

TENDERER**FOR BHEL**

**BHARAT HEAVY ELECTRICALS LIMITED**

Electronics Division, Mysore road, Bengaluru - 560 026

Tender no. BHEL/EDN/HR/CANTEEN/2020 dated 05/10/2020

Contract for Cooking, Serving & Housekeeping of BHEL-EDN Canteen & Misc. Services.

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9. The Manpower requirement matrix in land scape layout is attached as Annexure to the Tender document.

Note 1.

Out of 96 manpower, 06 Semiskilled manpower shall be deployed by the contractor on 5 days a week for the following activities:

Sl No	Preparation of Item	Frequency
1	Chapathi/Poori/Color Rice	a) Every Monday -- Morning (GS) and Afternoon (2 nd shift) b) Every Wednesday – Morning (GS) and Afternoon (2 nd shift) c) Every Friday -- Morning (GS) and Afternoon (2 nd shift)
2	Ragiball	Every Tuesday -- Morning (GS) and Afternoon (2 nd shift) b) Every Thursday – Morning (GS) and Afternoon (2 nd shift)

Working Hours: 5:30 am to 1:30 pm for 1st Shift and 1:00pm to 09:00 pm for 2nd Shift or 7.30 am to 4.00 pm or 10.00 P:M to 06.00 A:M any other shift prevailing in the factory.

However the above manpower have also to be deployed for Cooking of spl. items like Poori/Dosa/Roti/ Bhaji/ pakoda etc. as Per scheduled menu for special lunches and occasions.

Note: In case of emergencies, the work is to be attended on Sundays and Holidays also.

Note 2.

- Further 02 SSW (Asst. Cooks. With Hazard/Cooking allowance) are to be deployed at ET Hostel of EDN Township to cook, serve and cleaning purpose.
- Further 01 SSW (Asst. Cooks. With Hazard/Cooking allowance) in HR is to be deployed for Preparation and arrangement of Tea/Coffee/ Snacks etc.

Note 3.

- 03 USW are to be deployed in ED Pantry for Tea/ Coffee preparation, Snacks arrangements, cooking, serving and cleaning purpose etc. for ED pantry and as required for other meetings at various departments.
- And 01 USW in First Aid, 01 USW in NEB V th Floor are to be deployed for cleaning and attendant purposes.

10. GENERAL INSTRUCTIONS:

- Gross daily minimum wage is the expenditure per person per day for 8 hours of work. This includes minimum wage payable to each laborer, washing allowance, Cooking/Hazard allowance (wherever applicable), additional payment & PF & ESI contributions. It is exclusive of contractor margin and GST applicable.
- Gross paid holiday/leave wages per person is as shown below to each laborer on paid holiday/leave excluding contractor margin and other overhead expenses.
 - The Daily Effective Wages (A) on working days It includes Basic Min Wage+VDA+addl BHEL wage + Probable VDA Hike component + Employee PF component and PF Admin charges on total Wage @ 13% + washing allowance + (for Asst. Cooks, Cooks and Head cook the Cooking/hazard allowance @ 50, 150, 200 for SSW, SW & HSW respectively)+3.25% ESI on (Wage+VDA+addl. BHEL wage+ Probable VDA Hike component + Cooking/Hazard allowance + Washing Allowance)+Uniform EQV Per day +Shoe EQV per day.
 - Paid holiday wages/Leave wages = (Min Wage + +VDA+ addl. BHEL wage+ Probable VDA Hike component PF+ESI).

TENDERER

FOR BHEL

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11. SPECIAL TERMS & CONDITIONS OF CONTRACT

- The profit % on Total value must be quoted as mentioned in the price bid as the job would be awarded to one successful tenderer.

The Manpower Matrix and relevant papers, Price Bid are Attached as Annexures 8 & 9.

TENDERER

FOR BHEL



TECHNO-COMMERCIAL BID APPLICATION

To,

B Kumaravelan
Welfare Officer/HR
Bharat Heavy Electricals Limited
BHEL-EDN, Mysore Road,
Bengaluru – 560 026

Dear Sir,

I / We hereby offer to carry out the work “(Name of the Contract” against Tender Enquiry No. dated, 2020.

I /We have carefully perused the following documents connected with the above mentioned work and agree to abide with the same.

- | | | |
|----------------------------------|---|------------|
| 1. Notice Inviting Tender | } | (Part – A) |
| 2. Bid Application | | |
| 3. Bid Questionnaire – A | | |
| 4. Bid Questionnaire – B | | |
| 5. Declaration by Tenderer | | |
| 6. Instructions to tenderer | | |
| 7. General terms and conditions | | |
| 8. Specific terms and conditions | | |
| 9. Evaluation of price bid | | |
| 10. Scope of Work & Schedule-A | | |
| 11. Price Bid Format (Page 44) | | (Part – B) |

I/ We further agree to execute all the works referred to in the said documents as per the General terms and conditions.

I / We are in possession of independent PF/ESI Code

I declare that, there was never / is no litigation or charge under investigation / enquiry / trial against me / us, nor conviction in a court of law or suspended or blacklisted by any organization on any grounds.

Signature of Tenderer
Date:

TENDERER

FOR BHEL



BHARAT HEAVY ELECTRICALS LIMITED
Electronics Division, Mysore road, Bengaluru - 560 026
Tender no. **BHEL/EDN/HR/CANTEEN/2020** dated 05/10/2020
Contract for Cooking, Serving & Housekeeping of BHEL-EDN Canteen & Misc. Services.

**TENDER
DOCUMENT
(PART – A)**

TECHNO-COMMERCIAL BID QUESTIONNAIRE - A

Tender Enquiry No. -

Date:

Details of the Contractor

a) Name and address of the Firm:

b) Name and address of the proprietor:

c) Is any contract being operated under the control of the tenderer in BHEL . Yes / No
(If yes furnish the details) :

	<u>Location/ Address</u>	<u>Value</u>	<u>Date of Completion</u>
1.			
2.			
3.			
4.			

d) Is any relative of tenderer employed in BHEL Yes / No

(If yes, furnish the detail)

Name	Staff no	Location / Area

Signature of the Tenderer
Date:

FOR BHEL



BHARAT HEAVY ELECTRICALS LIMITED
Electronics Division, Mysore road, Bengaluru - 560 026
Tender no. BHEL/EDN/HR/CANTEEN/2020 dated 05/10/2020
Contract for Cooking, Serving & Housekeeping of BHEL-EDN Canteen & Misc. Services.

**TENDER
DOCUMENT
(PART – A)**

TECHNO-COMMERCIAL BID QUESTIONNAIRE - B:

01	ESI Code No.					
02	License under CL (R&A) Act					
03	PAN No.					
04	PF Code No.					
05	GST Registration No.					
06	Banker's Name & Address					
07	Bank A/C No./ IFSC Code					
08	Bankers Solvency Certificate Details	Value (in Rs.) : Date :				
09	Annual Turnover for 3 years 2017-18 2018-19 2019-20	In Rs. : (Enclose Audited Balance sheet and Profit & Loss account or Turnover Certificate from Chartered Accountant)				
10	Details of the work being executed at EDN: (Attach additional sheet if required)					
	Sl No.	Work / Purchase Order No.	Work Description	Date	Value	Valid Upto
11	EMD Details	Bank name: Date: DD No./UTR No.: Amount:				
12	Any other comments					

Note:

- I. Photocopy in support of above wherever applicable should be attached.
- II. Please note that if answer of Sl No.08 or 09 is 'No' then the bid is liable to be rejected.

FOR BHEL

Signature of the Tenderer
Date:



BHARAT HEAVY ELECTRICALS LIMITED
Electronics Division, Mysore road, Bengaluru - 560 026
Tender no. **BHEL/EDN/HR/CANTEEN/2020 dated 05/10/2020**
Contract for Cooking, Serving & Housekeeping of BHEL-EDN Canteen & Misc. Services.

**TENDER
DOCUMENT
(PART – A)**

FORMAT FOR SEEKING CLARIFICATION

JOB	Contract for Cooking, Serving & Housekeeping of BHEL-EDN Canteen & Misc. Services at BHEL-EDN
TENDER NO	BHEL/EDN/HR/CANTEEN/2020 dated 05/10/2020

Sl no	Reference clause of tender document	Existing provision	Bidder's query	BHEL's clarification

FOR BHEL

TENDERER



DECLARATION BY TENDERER

I, -----, aged-----Yrs., S/o -----,

Residing at -----

Hereby declare as follows:

- (i) That my nationality is _____.
- (ii) That I am a major and eligible to enter into contract / my firm / my company is competent to enter into an agreement.
- (iii) I shall employ only such personnel who have not been found unfit for employment in Organizations such as Central / state / Public undertaking by the Police Authorities.
- (iv) I shall not employ persons against whom Criminal cases are pending or under investigation.
- (v) I shall also not employ persons found guilty of offences involving moral turpitude for executing work in BHEL contracts.
- (vi) That there are no Criminal cases/Civil/Labour pending or under investigation against me or my firm or company.
- (vii) I have not been found guilty of offences involving moral turpitude nor any of the company directors / partners of my firm have been found guilty of offences involving moral turpitude.
- (viii) Neither I nor my firm nor my company has been declared insolvent in the past.
- (ix) I have taken due care and efforts to furnish only information which are true in the tender document.
- (x) I shall employ labour who is more than 18 years of age and less than 60 years and having sound physical and mental health.
- (xi) I shall keep Photograph / identity proof / residential proof of the labourers to be employed against this tender and arrange for police verification.

[Signature with Name & seal of the Tenderer]

Date :

Place :

FOR BHEL

TENDERER



BHARAT HEAVY ELECTRICALS LIMITED
Electronics Division, Mysore road, Bengaluru - 560 026
Tender no. **BHEL/EDN/HR/CANTEEN/2020** dated 05/10/2020
Contract for Cooking, Serving & Housekeeping of BHEL-EDN Canteen & Misc. Services.

**TENDER
DOCUMENT
(PART – A)**

AGREEMENT BETWEEN CONTRACTOR AND BHEL- EDN

This Agreement made on this _____ day of _____ Two Thousand and Nine between M/s / Shri _____ aged about _____ years S/O of Shri _____, residing at _____, hereinafter called the "**Contractor**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns) of the First part.

AND

BHARAT HEAVY ELECTRICALS LIMITED, ELECTRONICS DIVISION, Mysore road, P.B.2606, BENGALURU-560026, a Company incorporated under the Companies Act 1956 and having its registered office at BHEL House, Siri Fort New Delhi - 110049, **hereinafter called " BHEL-EDN "** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns) of the second part.

Whereas

1. BHEL, EDN is desirous of entrusting to the said contractor to engage and carryout the contract job of more specifically mentioned in the Annexure (hereinafter called the Contract work) to this Agreement.
2. The Contractor who is a specialized agency in the type of contract work in different establishments has agreed to undertake the said contract work on contract basis.

NOW THEREFORE IT IS AGREED BETWEEN THE PARTIES:

The Terms and conditions of this agreement are as stipulated in:

- (i) Notice Inviting Tender
- (ii) Scope of Work
- (iii) Proforma for Offering Techno-Commercial Bid
- (iv) Special Terms & Conditions of the Contract
- (v) General Terms and Conditions
- (vi) Duties and Responsibilities of Contractor
- (vii) Price Bid Format
- (viii) Declaration By Contractor
- (ix) Work Orders and Work Instructions issued to the Contractor
- (x) Agreement between Contractor and BHEL-EDN

Shall form part and parcel of this agreement.

IN WITNESS WHEREOF THE PARTIES HERETO through their authorized Representatives have signed these presents on the day, month and year mentioned above.

For and on behalf of M/s-----

FOR BHEL

TENDERER



BHARAT HEAVY ELECTRICALS LIMITED
Electronics Division, Mysore road, Bengaluru - 560 026
Tender no. **BHEL/EDN/HR/CANTEEN/2020** dated 05/10/2020
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**TENDER
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(PART – A)**

[Authorized signatory]
Name & Designation

Witness : 1

Signature :

Designation :

Address :

For and on behalf of
Bharat Heavy Electricals Limited
Electric & Photovoltaic Division,
Bengaluru 560012.

[Authorized signatory]
Name & Designation

Witness: 2

Signature :

Designation :

Address :

FOR BHEL

TENDERER



THIRD PARTY NON-DISCLOSURE AGREEMENT

I, _____ on behalf of the _____ (Name of Company),

acknowledge that the information received or generated, directly or indirectly, while working with BHEL on contract is confidential and that the nature of the business of the BHEL is such that the following conditions are reasonable, and therefore:

I warrant and agree as follows:

I, or any other personnel employed or engaged by our company, agree not to disclose, directly or indirectly, any information related to the BHEL. Without restricting the generality of the foregoing, it is agreed that we will not disclose such information consisting but not necessarily limited to:

- Technical information: Methods, drawings, processes, formulae, compositions, systems, techniques, inventions, computer programs/data/configuration and research projects.

- Business information: Customer lists, project schedules, pricing data, estimates, financial or marketing data,

On conclusion of contract, I, or any other personnel employed or engaged by our company shall return to BHEL all documents and property of BHEL, including but not necessarily limited to: drawings, blueprints, reports, manuals, computer programs/data/configuration, and all other materials and all copies thereof relating in any way to BHEL's business, or in any way obtained by me during the course of contract. I further agree that I, or any others employed or engaged by our company shall not retain copies, notes or abstracts of the foregoing.

This obligation of confidence shall continue after the conclusion of the contract also.

I acknowledge that the aforesaid restrictions are necessary and fundamental to the business of the BHEL, and are reasonable given the nature of the business carried on by the BHEL. I agree that this agreement shall be governed by and construed in accordance with the laws of country.

I enter into this agreement totally voluntarily, with full knowledge of its meaning, and without duress.

Dated at....., this.....day of20 ..

Name

Company

Signature

FOR BHEL

TENDERER



BHARAT HEAVY ELECTRICALS LIMITED

Electronics Division, Mysore road, Bengaluru - 560 026

Tender no. BHEL/EDN/HR/CANTEEN/2020 dated 05/10/2020

Contract for Cooking, Serving & Housekeeping of BHEL-EDN Canteen & Misc. Services.

**TENDER
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(PART – A)**

Reverse Auction Terms & Conditions-Activities related to Contract for Cooking, Serving & Housekeeping of BHEL-EDN Canteen & Misc. Services at BHEL-EDN

1. **LOG IN NAME & PASSWORD:** Each Bidder is assigned a Unique User Name & Password by Service Provider The Bidders are requested to change the Password and edit the information in the Registration Page after the receipt of initial Password from Service Provider All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.
2. **BIDS PLACED BY BIDDER:** The bid of the bidder will be taken to be an offer to sell. Bids once made by the bidder cannot be cancelled. The bidder is bound to sell the material as mentioned above at the price that they bid. Should any bidder back out and not make the supplies as per the rates quoted, BHEL and / or Service Provider shall take action as appropriate.
3. **Auction Start price & Decremental Value:** The start price & Decremental value applicable in the on line reverse auction will be decided by BHEL. Start Price shall be lower of estimate or L1 of e-bid/ sealed envelope price bid.
4. **LOWEST BID OF A BIDDER:** In case the bidder submits more than one bid, the lowest bid will be considered as the bidder's final offer to sell. The bidders to note that the first appreciable bid that comes in the system must be equal to or less than the auction start price which the bidder can view at the start of reverse auction and subsequent bids shall conform to minimum decremented value or multiples of the decremented value.
5. RA shall be conducted with minimum three techno-commercially qualified bidders.
6. Sealed envelope price bids of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bid of bidders in.
7. Removal of H1 only if there are more than four techno-commercially qualified bidders. No H1 removal if H1 happens to be MSE or qualifying PPP-MII, Order 2017.
- 8.. In case of multiple H1s, all H1 bidders (excluding MSEs and bidders qualifying PPP-MII Order 2017) shall be removed. If minimum three bidders remain in fray, there shall be no H1 removal.
9. System lock to bid not below 5 decrements lower than the current L1 in one go.
- 10 **AUCTION TYPE:** English No Ties Reverse (Refer Bidder Manual)
- 11 **VISIBILITY TO BIDDER:** The Bidder shall be able to view the following on his screen along with the necessary fields:
 - Rank of the bidder
 - Lowest bid in the reverse auction
 - Bid Placed by him
- 12 **AUCTION WINNER:** At the end of the Reverse Auction, BHEL will evaluate all the bids submitted and will decide upon the winner.
- 13 **GENERAL TERMS & CONDITIONS:** Bidders are required to read the "Terms and Conditions" section of the auctions site ----- using the Login ID and passwords given to them.
- 14 **OTHER TERMS & CONDITIONS:**
 - The Supplier / Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other suppliers / bidders.
 - The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
 - BHEL's decision on award of Contract shall be final and binding on all the Bidders.
 - BHEL along with Service Provider can decide to extend, reschedule or cancel any Auction. Any changes made by BHEL and / or Service Provider after the first posting will have to be accepted if the Bidder continues to access the site after that time.

FOR BHEL

TENDERER



BHARAT HEAVY ELECTRICALS LIMITED
Electronics Division, Mysore road, Bengaluru - 560 026
Tender no. **BHEL/EDN/HR/CANTEEN/2020** dated 05/10/2020
Contract for Cooking, Serving & Housekeeping of BHEL-EDN Canteen & Misc. Services.

**TENDER
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- BHEL/Service Provider shall not have any liability to Bidders for any interruption or delay in access to the site for the reasons which include Power supply interruption, System failure, non availability of WEB/Screen etc.
- BHEL/Service Provider is not responsible for any damages, including damages that result from, but are not limited to negligence. BHEL / Service Provider will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.

NB: All the Bidders are required to submit the Agreement Form duly signed to Service Provider. After the receipt of the Agreement Form, Log in ID & Password shall be allotted to the suppliers (bidders).

- After the completion of the Auction event, all the Bidders have to submit the Price Breakup immediately to Service Provider for further proceedings.

15 Event Information

The “BHEL” has contracted to conduct this online bidding event. **Service Provider** shall answer all questions relating to the bidding process and conduct of the Reverse Auction Event.

1. Scheduled Date & Time of the event:

WILL BE INTIMATED BY

Any change in the scheduled time will be duly informed to you in advance.

2. Contact Information

“BHEL-EDN”

A. General Contract related Queries Name: Designation: Tel Nos. E-mail ID: Mobile No:	
--	--

“Service Provider”

Software Related Queries/ Process related Queries	
Name: Designation: Tel Nos. E-mail ID:	TO BE INTIMATED LATER

FOR BHEL

TENDERER



Process Compliance Form

To
Service Provider,

-----.

Sub: Agreement to the Process related Terms and Conditions

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the bid document for -----
-- (Items) against BHEL Tender No. dated

This letter is to confirm that:

- 1) The undersigned is authorized official of the company.
- 2) We have studied the Reverse Auction Terms & Conditions and the Business rules governing the Reverse Auction as mentioned in your letter and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.

We, hereby confirm that we will honor the Bids placed by us during the auction process.

With regards

Signature with company seal -

Name –

Company / Organization –

Designation within Company / Organization –

Address of Company / Organization –

FOR BHEL

TENDERER



BHARAT HEAVY ELECTRICALS LIMITED
Electronics Division, Mysore road, Bengaluru - 560 026
Tender no. BHEL/EDN/HR/CANTEEN/2020 dated 05/10/2020
Contract for Cooking, Serving & Housekeeping of BHEL-EDN Canteen & Misc. Services.

**TENDER
DOCUMENT
(PART – A)**

Annexure – 1
Bharat Heavy Electricals Limited
Electronics Division
Mysore Road, Bangalore-560026

House Keeping Scope of work

Sl.No.	Details of Work
1	Cleaning of about 500 numbers of SS/wooden dining tables before and after the food service. (Each dining table has four/eight seats/chairs).
2	Cleaning and mopping of floor area of Canteen building approximately 5500-6000 Sq. Mtrs. Three times daily by using good quality of cleaning materials. The floor area includes dining halls, kitchens, washing Rooms, stores, offices and staircases etc.
3	Cleaning of the following items (approximate quantity).
	Meals Plates 4000 nos.
	Tiffin Plates 1000-2000 nos.
	Water Tumblers 3500-4000 nos.
	Coffee Cups 1000 – 2000 nos.
	Katories 20000 -22000 nos.
	Cooking Vessels 40 -50 nos.
	Coffee/Tea urns 100-120 nos.
	Serving vessels with lids & serving Spoons 150-200 nos.
	Coffee/Tea Trolley 25 Nos.
	Chafing dish 30-40 Nos.
	Hot case (Bain marie), Water storage tanks 10-20 Nos.
4	Cleaning / Wiping of all fixtures viz. Doors, Windows, Staircase rails, fans, light and Office equipment, etc.
5	Removal of cobwebs once in 15 days.
6	Any sanitary work that results in choking of the drainage line should be attended.
7	Cleaning of floors of dry grinding machine room, Boiler room, Restroom, Stores, Office, Pantry, etc.
8	Shifting, Distribution and service of Food items/ Dry snacks/Coffee/Tea etc. in the Canteen and factory premises (shops).
9	Assistance in Canteen associated works and pantry & Stores.
10	Any other jobs that may arise from time to time relating to the Scope of Work shall be carried out.
11	Helping the cooks. Grocery and LPG Store related works.
12	Operation of Battery operated Trucks etc. as and when required.
13	Transportation of items (viz., vessels, cooked items, groceries, cooking material, LPG gas cylinders etc.) from receiving point to dining halls, washing area, store, kitchen or Gas bank area etc.,

Note: As per the instructions of HR/ Executives or Shift Supervisors, the contractor shall deploy adequate number of his workmen for departmental services and when required.

Note: The above is only illustrative and not exhaustive. The contractor shall carry out the jobs as per the directions of BHEL Shift I/C or Supervisors due to exigencies of work.

TENDERER

FOR BHEL



BHARAT HEAVY ELECTRICALS LIMITED
Electronics Division, Mysore road, Bengaluru - 560 026
Tender no. BHEL/EDN/HR/CANTEEN/2020 dated 05/10/2020
Contract for Cooking, Serving & Housekeeping of BHEL-EDN Canteen & Misc. Services.

**TENDER
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(PART – A)**

Annexure – 2
Bharat Heavy Electricals Limited
Electronics Division
Mysore Road, Bangalore-560026

Housekeeping Scope & Area

The above scope of work annexure-I to be carried out may require **Approximate 59+5 mandays per day that includes 07 mandays for supervision and the normal distribution of mandays for the following Areas of Work is as follows –**

Areas of work for regular Work

- a) Maintenance of Canteen premises including surrounding areas and upkeep of Vessels, plates, cups, glasses, utensils etc.
- b) Helping Cooks & Shifting & Distribution of food items / snacks / coffee / tea. Etc.
- c) Assistance in Canteen associated works, pantry & Stores.
- d) The contractor also to ensure required manning in EDN canteen even on Sundays, Holidays work and for special lunch preparation by managing the weekly off on other days.

Note:

1. The Contractor will assign 01 no. of HSW, 03 Nos. of SW as supervisors and 03 Nos. of Skilled worker as driver and operating the Battery operated trucks. All these supervisors and battery operated truck drivers also will have to carry out other unskilled routine works also as mentioned in Annexure 1, 2 & 3. Apart from above, **also 01 USW in First Aid, 01 USW in NEB, 03 USW in ED Pantry are to be deployed as attendant and Misc. jobs..**

Approximate Mandays for the above Areas of work for the respective timings is as below: -

Area of work	Timings	Approximate Mandays Requirements During the week		
		Mon-Fri	Saturday	Sunday/Holidays if required
As under (a) & (b)	5.30 am to 1.30 pm	19 mandays (Including 1 for supervision)	19 mandays (Including 1 for supervision)	08 mandays (Including 1 for supervision)
As under (c)	-do-	06 mandays	02 mandays	---
As under (a) & (b)	7.30 am to 4.00 pm	27 mandays (Including 5 for supervision)	19 Mandays (Including 5 for supervision)	---
As under (a) & (b)	1.00 pm to 9.00 pm	5 mandays	5 mandays	04 mandays
As under (c)	10.00 pm to 6.00 am	2 mandays		2 mandays
	Total	59 mandays	45 mandays	14 mandays

Note: Areas of Work for Additional Works Five (5) mandays covering the work as per the instructions of, Shift I/C or Gen shift I/C the contractor shall deploy adequate number of his workmen for departmental services whenever required.

Note: The food is prepared in BHEL on all Sundays/Holidays also for only limited Nos. of Employees.

Note: The above is only illustrative and not exhaustive. The contractor shall carry out the jobs as per the directions of BHEL Shift I/C or Supervisors due to exigencies of work. Further the mandays required in various shifts above shown may change as per BHEL convenience and quantum of work.

TENDERER

FOR BHEL



BHARAT HEAVY ELECTRICALS LIMITED
Electronics Division, Mysore road, Bengaluru - 560 026
Tender no. BHEL/EDN/HR/CANTEEN/2020 dated 05/10/2020
Contract for Cooking, Serving & Housekeeping of BHEL-EDN Canteen & Misc. Services.

**TENDER
DOCUMENT
(PART – A)**

Annexure – 3
Bharat Heavy Electricals Limited
Electronics Division
Mysore Road, Bangalore-560026
Housekeeping Scope and Time of work

Details of distribution of work in the shift.

M/s. BHEL-EDN, Bangalore-26 operates the following shift working.

1. First shift--- 06.00 hrs to 14.00 hrs.
2. Staggered Shift-0530 hrs. to 1330 hrs.
3. Second shift---14.00 hrs to 22.00 hrs.
4. Third shift--- 22.00 hrs to 06.00 hrs.
5. General shift-- 07.30 hrs to 16.36 hrs.

The contractor shall deploy his workmen to carry out the work effectively as detailed below:

- A. 05.30 hrs to 13.30 hrs---25 nos
- B. Deploy 27 nos during 07.30 hrs to 16.30 hrs.
- C. Deploy 05 nos during 13.00 hrs to 21.00 hrs.
- D. During 22:00 hrs to 06:00 hrs; Deploy 2 nos assist cooking, cleaning vessels, dining hall

Schedule of activities

- i) 6:00am - 7:00am: Arranging food items in the counter – breakfast dining hall
- ii). 6:30am – 7:00am Arranging dry snacks in the counter – near entrance
- iii) Serving of dry snacks – 07.00 hrs to 08.30 hrs
- iv) Serving of Breakfast – 07:00 hrs to 08:00 hrs
- v) Cleaning of dining hall – 06.00 hrs to 10.00 hrs.
- vi) Serving of dry snacks/coffee/tea---08.45 hrs to 09.15 hrs.
- vii). Cleaning of all the dining halls --- 09.30 hrs to 10.15 hrs.
- viii). Arranging food items in the counter of all dining halls 10-15 to 1045 hrs.
- ix) Cleaning kitchen – 10:00hrs to 14:00hrs
- x) Cleaning toilets – 14:00hrs to 16:00hrs
- xi) Cleaning utensils – 9:30hrs to 14:00hrs
- xii) Cleaning food grains – 07.30 hrs to 16:00hrs
- xiii) Cleaning groceries store area 12:30 to 14:00hrs
- xiv). Serving of lunch--- 11.00 hrs to 13.00 hrs.
- xv). Serving of Coffee/Tea--- 12.30 hrs to 13.00 hrs.
- xvi) Arrangement & Serving for Guest Lunch – 1300 Hrs. 1330 Hrs.
- xvii). Serving of Coffee/Tea--- 13.45 hrs to 14.15 hrs.
- xviii). Serving of Coffee/Tea--- 16.45 hrs to 17.00 hrs.
- xix). Serving of Tiffin if required --- 17.15 hrs to 17.45 hrs.
- xx). Serving of Dinner--- 18.30 hrs to 19.00 hrs.
- xxi). Serving of Coffee/Tea--- 20.30 hrs to 21.00 hrs.
- xxii) Deep cleaning of windows, window blinds, fans, ceiling, and lamps
- xxiii) Deep cleaning of equipment and accessories.

The contractor shall deploy adequate number of his workmen to clean the dining halls, plates and cups and dining tables immediately after serving the food.

The contractor shall keep adequate No of extra workmen and to deploy them as and when there is a demand by the Shift I/C or Gen shift I/C, to meet the exigencies of work in the shift.

As per the instructions of Executive/HR/, Shift I/C or Gen shift I/C the contractor shall deploy adequate number of his workmen for departmental service as and when required. The above is only illustrative and not exhaustive. The contractor shall carry out the jobs as per the directions of Shift I/C or Gen shift I/C due to exigencies of work. Further the mandays required in various shifts above shown may change as per BHEL convenience and quantum of work.

TENDERER

FOR BHEL



BHARAT HEAVY ELECTRICALS LIMITED
Electronics Division, Mysore road, Bengaluru - 560 026
Tender no. BHEL/EDN/HR/CANTEEN/2020 dated 05/10/2020
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**TENDER
DOCUMENT
(PART – A)**

ANNEXURE-4

COOKING AND SERVING SCOPE OF WORK

BHEL, Electronics Division situated at Mysore Road, Bangalore-26 is having Industrial Canteens, which caters to food requirements for about 3000 persons. We want to engage 01 head cook, 06 cooks and 25 cooking assistants for preparation of food items through a reputed Contractor who has the capability to deploy such required workmen with expertise and the experience in the field.

The Scope of work would cover the following. The activities, exclusively or otherwise, to be performed in different shifts are described below:

I. Supervision of the all the cooking & serving activities.

II. Preparation of the following food items:-

1. Plain rice as required.
2. Sambar as required for lunch and for dinner regularly. Additionally for Breakfast if required.
3. Rasam as required for lunch and for dinner.
4. Palya preparation like Kurma / Gravy variety, Fried etc. with vegetables/Dals as required for lunch and for dinner.
5. Rice bath items like Tomato bath, Lemon rice, Puliogere, Menthiya bath, Bisibele bath, Pulav etc. or any other items as required for lunch twice in a week and for dinner along with Raitha/Chutney etc. Similar varieties of Rice bath items or any other items such as Idli, Puri etc.as required for breakfast regularly.
6. Vada making of about 4500 nos. per day twice a week.
7. Coffee / Tea preparation of about 10,000 cups per day with steam/gas arrangements.

III. Assisting to Cooks in the following 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 of about 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. Stacking and arranging of bags/packets containing rice / Dhals/Atta / Oil / Ragi flour / Chilies / Coffee powder / tea dust / vegetables/ etc in Stores Areas.
9. Keeping the cooking areas / gas stoves/ boilers/chapathi plates etc. neat and clean before and after Cooking.
10. Keeping the Flour Mill and its surroundings clean and neat.
11. Cleaning of Milk tanks/lids with hot water and its surrounding areas.
12. Kneading of Atta for chapathi / Pooris through machines or manually whenever required.
13. Powdering of Masala through Powdering Mill or manually if required.
14. Grinding of Urid Dhal for Idlis and Vada, Gram Dhal for Vada and Masala for preparation of Sambar, Palya by using grinding machines or manually if required.
15. Assisting to vegetables cutting work by way of arranging, peeling, washing, shifting including keeping the Vegetable Cutting Room neat and clean.
16. Arranging Cooking vessels like Hundas, Bandlis etc. with pre-wash for cooking and keeping it neatly after cooking is over.
17. Arranging and sizing of firewood for cooking through firewood "Chullahs".
18. Taking raw materials required for the preparations from the stores and returning unused materials with proper accounting.
19. **Arranging of the counters and Serving the food items.**
20. In addition to the above mentioned cooking and serving works the above workers may be deployed for other required chapathi and ragiball preparation works in canteen as required and instructed by the Canteen Shift supervisor. The contractor must ensure the same from his deployed workmen.
21. The contractor also ensure required manning in EDN canteen even on Sundays, Holidays work and for special lunch preparation by managing the weekly off on other days.
22. Other such canteen related works as assigned from time to time. Also the above manpower have also to be deployed for Cooking of spl. menu items as Per scheduled menu for special lunches and occasions.
23. **Also 02 SSW (with HA/CA) at ET Hostel of EDN Township for all cooking, serving and cleaning activities and 01 SSW (with HA/CA) in HR (for necessary cooking and serving) are to be deployed .**

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COOKING AND SERVING SCOPE OF WORK

Annexure-5

**INFRASTRUCTURE OFFERED BY BHEL & SCOPE OF WORK
FOR PREPARATION OF CHAPATHI/POORI**

01 Facilities Available:

Separate Kitchen with 4 Burners LPG Tava -- 2 Nos.
Chimney ---2 Nos.
Wooden Benches --- 7 Nos.
Wheat Flour kneading M/cs. --- 2 Nos.
Chapatti Wooden Rollers --- 12 Nos.
SS Trays --- 10 Nos. (to keep the prepared chapattis)
Kora cloth to cover the mixed dough

02. Raw Materials for preparing chapattis:

Wheat Flour (Atta) --- (50 -130 Kgs.) for General Shift, (05-7.5 Kgs.) for 2nd shift
Salt --- To Taste
Edible Oil --- as required for chapathi/Pooris (approx. 15/75 Kgs. for General Shift, (1.25/7.5 Kgs.) for 2nd shift.

03. Days of Preparation:

- a) Every Monday (Bulk) for General Shift
- b) Every Wednesday (Bulk) for General shift.
- c) Every Friday (Bulk) for General Shift
- d) Every Monday, Wednesday & Friday for 2nd shift.
- e) And If required (on Tuesday & Thursday for Guests in General shift) – Small Qty.

04. Quantity Required (Approximate):

- a) Every Monday -- Morning (for General Shift) -- Around 2000-3300 Nos. approx, and as reqd.
- b) Every Wednesday -- Morning (for General Shift) -- Around 2000-3300 Nos. approx and as reqd.
- c) Every Friday -- Morning (for General Shift) -- Around 2000-3300 Nos., approx. and as reqd.
- d) Every Monday, Wednesday & Friday – In afternoon (for 2nd shift) – Around 200-300 Nos. approx and as reqd.
- e) And If required (on Tuesday & Thursday for Guests in General shift) -- Around 200- 300 Nos. approx. and as reqd.

05. Delivery Time:

Morning For General Shift :Before 10.30 AM } On Monday, Wednesday & Friday
Afternoon For 2nd Shift : Before 06.00 PM } On Monday, Wednesday & Friday
For Guests If required: Before 12-30 PM } On Tuesday & Thursday

06. Other Terms:

- a) The Tenderer shall ensure that required number of persons should be present for the preparation of Chapathis/Pooris as mentioned above and handover the prepared Chapathis/Pooris to the Stores.
- b) The Tenderer shall ensure that the quantity of raw materials drawn from the stores and the balance unused should be accounted and returned to the stores.
- c) The Tenderer shall ensure that the entire utensils and Preparation area/Work spot are cleaned before and after the preparation by his own men.
- b) The Chapathi to be prepared is dry phulka type. It should be properly baked, not burnt and it should be smeared with very little oil to maintain softness. Pooris must be properly fried (not under or over fried in oil).and must not have absorbed too much oil.
- e) The size of each Chapatti (in diameter) should be 6” to 8” and weight should be 25-35 gms. The size of Pooris should be 3-4” and weight should be around 20-25 Gms.
- f) The quantity to be prepared may vary depending on the requirement.
- h) **Tentative Manpower requirement for the above said works is around 05 Semi skilled category during Morning works and 01 Semi skilled during afternoon works.**
- i) In addition to the Chapathi/Pooris/Ragiball Preparation and other relevant cleaning works the above workers may be deployed for other required cooking, Assisting and serving works in canteen as required and instructed by the Canteen Shift supervisor. The contractor must ensure the same from his deployed workmen.
- j) The contractor also ensure required manning in EDN canteen even on Sundays, Holidays work and for special lunch preparation by managing the weekly off on other days.
- k) Also Cooking of spl. items like Poori/Dosa/Roti/ Bhaji/ pakoda etc. as Per scheduled menu for special lunches and occasions.

Agree to & abide by the above

FOR BHEL

SIGNATURE & SEAL OF TENDERER



COOKING AND SERVING SCOPE OF WORK

Annexure-6

**INFRA STRUCTURE OFFERED BY BHEL & SCOPE OF WORK
FOR PREPARATION OF RAGIBALLS**

01. Facilities Available/Offered:

Separate Kitchen with Platform
 Firewood Furnace
 Copper Vessel (Big) of 100 Kgs. capacity
 Honake (5 feet) for stirring -- 4 Nos.
 SS Vessels for keeping prepared Ragiballs. -- 7 Nos.
 Firewood

02. Raw Materials for preparation of Ragiballs:

Ragi Flour --- (50 -90 Kgs.)/per day for General Shift, (04-6.5 Kgs.) for 2nd shift
 Salt --- To Taste
 Kora Cloth --- To cover the prepared Ragiballs

03. Days of Preparation :

Every Tuesday and Thursday for General shift.
 Every Tuesday and Thursday – In afternoon (for 2nd shift)

04. Quantity Required (approximate):

Total Requirement --- Around 1000- 1800 Nos. / day in General Shift as reqd.
 --- -- Around 80-130 Nos./Day In afternoon (for 2nd shift) as reqd.

05. Delivery Time:

Before 10-30 AM
 Afternoon For 2nd Shift : Before 06.00 PM } On Tuesday and Thursday

06. Other Terms:

- a) Required number of persons should be present for the preparation of Ragiballs.
- b) The quantity of raw materials drawn from the stores and the balance unused should be accounted and returned to the stores.
- c) The Tenderer shall ensure that the entire cleanliness of the Utensils used and preparation area before and after the preparation.
- d) The Ragiballs should be cooked properly , not sticky and maintain softness. Each ball should weigh around 160-200 gms.
- e) The quantity to be prepared may vary depending on the requirement.
- f) **Tentative Manpower requirement for the above said works is around 04 Semi Skilled category during Morning works and 02 Semi Skilled during afternoon works.**
- g) In addition to the Chpathi/Ragiball Preparation and other relevant cleaning works the above workers may be deployed for other required cooking, Assisting and serving works in canteen as required and instructed by the Canteen Shift supervisor. The contractor must ensure the same from his deployed workmen.
- h) The contractor also ensure required manning in EDN canteen even on Sundays, Holidays work and for special lunch preparation by managing the weekly off on other days.
- i) Also Cooking of spl. items like Poori/Dosa/Roti/ Bhaji/ pakoda etc. as Per scheduled menu for special lunches and occasions.

Also Cooking of spl. items like Poori/Dosa/Roti/ Bhaji/ Pakoda etc. as Per scheduled menu for special lunches and occasions.

FOR BHEL

Agree to abide by the above
SIGNATURE & SEAL OF TENDERER

**BHARAT HEAVY ELECTRICALS LIMITED**

Electronics Division, Mysore road, Bengaluru - 560 026

Tender no. BHEL/EDN/HR/CANTEEN/2020 dated 05/10/2020

Contract for Cooking, Serving & Housekeeping of BHEL-EDN Canteen & Misc. Services.

**TENDER
DOCUMENT
(PART – A)****Annexure – 7****Bharat Heavy Electricals Limited, Electronics Division, Mysore Road, Bangalore-560026****Cooking and serving Scope, Timing & Area**

The scope of work mentioned in Annexure-4, 5 & 6 are to be carried out, may require 32 mandays per day that includes 01 Head Cook (HSW), 06 Cooks (SW) and 25 cooking asst. (SSW). The normal distribution of mandays for the following Areas of Work is as follows –

Areas of work for regular Work

- Cooking, Serving, all other Cooking relevant activities, Upkeep and cleaning of Cooking area and equipment (as per details mentioned in Annexure 4).
- Preparation of Ragiball and Chapathi as per Annexure 5 & 6.
- The contractor also to ensure required manning in EDN canteen even on Sundays, Holidays work and for special lunch preparation by managing the weekly off on other days.

Note:

1. The contractor will assign 01 HSW, 06 SW & 25 SSW in various shifts and all 07 days of the week to carry out the works as mentioned in point no (a) shown above.

2. Out of total 32 nos., the Contractor will assign 05 no. of SSW (in 1st shift Morning) and 01 no. of SSW (in 2nd shift afternoon) for Ragiball and Chapathi preparation on Monday to Friday. These 06 nos. of SSW also will have to carry out other cooking related routine works of canteen as mentioned in Annexure 4.

3. Out of total 32 nos., also 02 SSW (with HA/CA) at ET Hostel of EDN Township for all cooking, serving and cleaning activities and 01 SSW (with HA/CA) in HR (for necessary cooking and serving) are to be deployed.

Mandays for the above Areas of work for the respective timings is as below: -

Area of work	Timings	Mandays Requirements During the week		
		Mon-Fri	Saturday	Sunday/Holidays if required
As under (a) & (b)	5.30 am to 1.30 pm	23 Mandays {1 HSW for Cooking and supervision, 03 Cooks (SW) & 19 Asst. Cooks (SSW)}	20 mandays {1 HSW for Cooking and supervision, 02 Cooks (SW) & 17 Asst. Cooks (SSW)} Only for work (a)	02 mandays {01 Cook (SW) and 01 Asst. Cooks (SSW)} Only for work (a)
As under (a)	7.30 am to 4.00 pm	Only 01 manday i.e., 01 Cook (SW)	Only 01 manday i.e., 01 Cook (SW) Only for work (a)	---
As under (a) & (b)	1.00 pm to 9.00 pm	03 mandays (including 01 Cook (SW) & 02 Asst. Cooks (SSW))	03 mandays (including 01 Cook (SW) & 02 Asst. Cooks (SSW)) Only for work (a)	01 mandays {01 Asst. Cook (SSW)} Only for work (a)
As under (a) & (b)	10.00 pm to 6.00 am	05 mandays (Including 01 Cook (SW) and 04 Asst. Cooks (SSW))		05 mandays (Including 01 Cook (SW) and 04 Asst. Cooks (SSW)) Only for work (a)
	Total	32 mandays	24 mandays	08 mandays

Note: Areas of Work for Additional Works Five (5) mandays covering the work as per the instructions of, Shift I/C or Gen shift I/C the contractor shall deploy adequate number of his workmen for departmental services whenever required.

Note: The food is prepared in BHEL on all Sundays/Holidays also for only limited Nos. of Employees.

Note: The above is only illustrative and not exhaustive. The contractor shall carry out the jobs as per the directions of BHEL Shift I/C or Supervisors due to exigencies of work. Further the mandays required in various shifts above shown may change as per BHEL convenience and quantum of work.

TENDERER**FOR BHEL**



BHARAT HEAVY ELECTRICALS LIMITED
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**TENDER
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(PART – A)**