

BHARAT HEAVY ELECTRICALS LIMITED
TIRUCHIRAPPALLI - 620014
HRM – CANTEENS

NOTICE INVITING TENDER

1	Tender Ref No	BHEL:HRM:CANT:WASTE FOOD:TENDER:2021-23 dt 08/07/2021														
2	Item / Work description	Collection & disposal of excess and waste food from BHEL canteens & peripheral dining halls														
3	Tender Type	Single Part bid														
4	Approximate quantity	300 ltrs per day														
4	Collection Location	BHEL - Trichy														
5	Period of contract	Two Years from the date of award of contract														
6	Contents of Tender Document	<table><tr><td>A] Terms and conditions</td><td>Pages</td></tr><tr><td>ANNEX-1A (Instruction to Bidder)</td><td>02</td></tr><tr><td>ANNEX -1B (Administrative instructions)</td><td>02</td></tr><tr><td>ANNEX -1C (Technical Terms & Conditions)</td><td>01</td></tr><tr><td>ANNEX – 1D (General Terms & Conditions)</td><td>02</td></tr><tr><td>B] Price Bid</td><td>Pages</td></tr><tr><td>ANNEX –3 (Price bid)</td><td>01</td></tr></table>	A] Terms and conditions	Pages	ANNEX-1A (Instruction to Bidder)	02	ANNEX -1B (Administrative instructions)	02	ANNEX -1C (Technical Terms & Conditions)	01	ANNEX – 1D (General Terms & Conditions)	02	B] Price Bid	Pages	ANNEX –3 (Price bid)	01
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ANNEX – 1D (General Terms & Conditions)	02															
B] Price Bid	Pages															
ANNEX –3 (Price bid)	01															
7	Address for submission of offer	The Tender Opening Cell / MM, Room No: 26, Ground Floor, Bharat Heavy Electricals Limited, Trichy – 620 014														
8	Contact details for queries related to tender	N S Brahadesh, Sr.Manager (HR – Welfare & Canteen) 0431-2577372; e-mail: brahadesh@bhel.in														
9	Due date for submission of offer	13/07/2021 at 14:00 Hrs														
10	Due date for opening of tender	13/07/2021 at 14:30 Hrs														

Thanking you,

Yours faithfully,
For BHARAT HEAVY ELECTRICALS LIMITED,


 (N S Brahadesh)
 Sr.Manager (HR – Welfare & Canteen)

INSTRUCTIONS TO THE TENDERER

1. **Tender should be submitted in single part bid viz Price bid in cover sealed** and super scribed as Price bid for collection of waste food.

The Tender should reach The Tender Opening Cell / MM on or before the due date and time. Tender should be sent either by Registered post / Speed Post / courier / in person. Tenders received after due date and time will not be considered for evaluation. **Bidders are requested to avoid submission of offers through e mail / fax. In case of any unavoidable situation, offers shall be sent through email to the following mail ID only. tender_cell@bhel.in with Tender Reference Number as Subject in Mail.**

2. Any deviation to this tender terms & conditions and schedules of this tender will lead to total rejection of the offer submitted.
3. **Contract will be awarded for a period of Two years from the date of award of contract and the rate shall remain firm for the entire period of the contract.**
4. Price bid shall be valid for Three months from the date of Tender opening.
5. Rates should be quoted as per Price Bid Format only and the Rate quoted is exclusive of all Taxes. Tax if any shall be borne by contractor. No additional claim will be allowed. Rates quoted in any other form will not be accepted, and will be rejected.
6. **BHEL does not guarantee any minimum quantity of excess food and waste food. Tenderers are advised to visit the canteens and dining halls to check the quantum of waste food & excess food and locations on canteens & dining halls.**
7. No other pre conditions along with your offer will be entertained by BHEL.
8. Tenderer who have been suspended or black listed or issued with "Show Cause Notice" by BHEL, Tiruchirappalli - 620014 or any other unit of BHEL or Government organizations will not be allowed to participate in the tender and bidder should declare the same in the tender. Even during the course of evaluation/ finalization of tender if it is found that some of the parties are black listed/ barred from business transaction/ under business hold, BHEL will not consider them for further participation in the tender.
9. Should a tenderer find discrepancies or omissions in the tender documents, or should there be any doubt as to their meaning, he should at once address the authority inviting the tender, for clarification well before the due date, so as to submit his tender in time. No extension of time shall be given for submission of the tender on any account.
10. **Tender shall be submitted on or before the scheduled date and time in the letter head of the firm/company as per the model format given by us and Price bid shall be signed and stamped by the authorized signatory of the bidder. Price bid not signed and stamped by the authorized signatory of the bidder shall not be accepted and considered for evaluation of bid.**
11. If a tenderer deliberately gives wrong information in his tender or creates conditions favorable for the acceptance of his tender, the BHEL will reject such tender at any stage.
12. Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
13. Canvassing in any form in connection with tenders is strictly prohibited and the tenders submitted by the Contractors who resort to canvassing will be liable for rejection.
14. The tender schedule and the tender shall be deemed to form an integral part of the contract to be entered into for this work.

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15. Tender can be cancelled at any stage due to unavoidable circumstances. BHEL have the right to reduce the contract period and to shortclose the contract.
16. Bidder are advised not to wait till the last minutes or last few seconds w.r.t tender closing time to submit their offer to avoid complications related with Road Traffic or due to any other conditions.
17. **All future communication / Corrigendum related to this tender if any will be posted in BHEL website and Central Public Procurement Portal only. Tenderers are advised to visit the websites regularly.**
18. All entries in the Tender documents should be in one ink. Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection. All overwriting/cutting, etc will be numbered by bid opening officials and announced during bid opening.
19. **In case of any difference in the amount written in figures and the amount written in words, then the amount written in words will be treated as the amount quoted.**
20. Bidder has to quote as per the price bid format. Price bid quoting in any other format will not be accepted and will be rejected.
21. Tender bid will be opened at Tender Opening Cell/MM in the presence of available tenderers. In case the tenderer would like to depute a representative, suitable authorization letter should be sent along with representative at the time of tender opening. More than one representative will not be permitted at any case.

Note

BHEL may reject the bid or in case the contract has been awarded, then terminate the contract apart from taking any other suitable action under the contract or applicable legal provisions or BHEL guidelines including Guidelines for suspension of Business Dealings, without any liability for any compensation to the bidder if, BHEL discovers at any time that any statement made by the bidder is false, fraudulent

Or

Any document submitted by the bidder was fake and forged

Or

If BHEL determines in the sole discretion that any statement was aimed at deliberately misleading BHEL with a view to ensure award of the subject contract to the bidder.

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Annexure – 1B

Administrative instructions:

1. **Kindly offer your most competitive and highest rate per month. BHEL will place the order on H1 party.**
2. **BHEL does not guarantee any minimum quantity of excess food and waste food. Tenderers are advised to visit the canteens and dining halls to check the quantum of waste food & excess food and locations on canteens & dining halls.**
3. **Contract will be awarded for a period of Two years from the date of award of contract and the rate shall remain firm for the entire period of the contract.**
4. Price bid shall be for Three months from date of Tender opening.
5. **Successful tenderer has to provide 5% of the total contract value as Security Deposit before award of the contract.**
6. Security deposit and monthly payment towards the Collection & Disposal of Waste Food from all the Canteens and peripheral Dining Halls should be remitted in advance every month without fail through NEFT and the acknowledgement copy to be given to us for accounting purpose. Bank account details for remitting the amount is given below

NAME OF THE BANK: SBI, Heavy Electricals, Kailasapuram
ACCOUNT NO: 10891414036
BENEFICIARY NAME: BHEL FACTORY CANTEEN
IFS CODE: SBIN0001363
7. The Contract awarded should be operated solely by the Contractor and should not be sub-licensed to others or otherwise the Contract shall be terminated forthwith.
8. BHEL undertakes no responsibility towards the contract workmen employed by the contractor. The contractor shall comply with all statutory requirements regarding employments, minimum wages and other benefits etc.
9. If the person, carrying the waste food is caught at the gate by the Security Staff either for carrying the Canteen utensils along with waste food or for any theft, the contract will be terminated forthwith and the person involved and the contractor will be liable for criminal proceedings including forfeiting of Security Deposit.
10. Any breach or violation of the conditions stipulated by the Secretary/Canteen Managing Committee shall result in the termination of the contract forthwith.
11. If the successful bidder fails to remove the waste food as stated in the tender, his Security deposit will be forfeited and contract will be terminated.
12. The supplier may quote his / her most competitive and firm rate for the period of two year for the collection of waste food. The rate should include loading, unloading, packing, handling, transport for the collection of waste food from various BHEL Canteens and Dining Halls. Rate quoted is exclusive of all Taxes. Tax if any shall be borne by Tenderer.

13. Kindly note that Price bid should be followed by the below mentioned quote and duly signed by the vendor.

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

In the absence of the above statement, BHEL will presume that all terms and conditions of this tender are accepted by the vendor.



Annexure – 1C**TECHNICAL TERMS & CONDITIONS**

1. Waste Food to be collected from Canteens 18,19,24,58 and peripheral Dining Halls (SSTP, Unit-II, MHD, CCDP, WRI, R&D, RPS, Building 79, HRDC, Medical & Civil Township) on daily basis except Holidays & Sundays. Waste Food available in Peripheral Dining Halls shall be collected and stored in any one of the Inside Factory Canteens on daily basis.
2. The responsibility of removing the waste food every day will be wholly at the contractor's and should be removed from all the Canteens & Peripheral Dining Halls premises engaging own men and conveyance.
3. No collection is permitted on Holidays & Sundays unless otherwise specifically permitted.
4. The successful tenderer shall report at 12:00 PM and the waste food at Canteens & Dining Halls should be removed from the canteens plate Washing area every day from time to time. The waste food will be taken back in the container brought by the contractor only on completion of scrutiny by canteen officials.
5. The successful tenderer shall also arrange his own transport and manpower for collection of waste food.
6. After collection of waste food, the place must be cleaned and washed by the contractor.
7. The Waste Food should be taken out of factory premises on the basis of the prescribed Non-Returnable Gate Pass. The Waste Food collected should not be used for human consumption in any form anywhere and not to be sold to anybody. It should be used only for the purpose of the consumption of Piggery/Poultry and/or disposed off. The disposal should not affect environment and public health.
8. The Contractor's workmen shall come for collection during the specified timings only and shall immediately leave the premises as soon as they complete the collection. The contractor shall employ healthy and trustworthy persons for collection of waste foods.
9. The Contractor shall assume full responsibility for the good conduct of his workmen and shall compensate BHEL Canteen for the damage/loss caused by his workmen during the course of collection of the waste food. The contractor shall personally instruct his workmen not to stay within factory premises beyond the specified time nor tamper with electrical or other installations or other properties of BHEL.

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Annexure – 1D

General Terms and Conditions

1. **Tenderer may quote most competitive and highest rate per month. BHEL will place the order on H1 party.** The rate should include loading, unloading, packing, handling, transport for the collection of waste food from various BHEL Canteens and Dining Halls. Rate quoted is exclusive of all Taxes. Tax if any shall be borne by Tenderer
2. Contract will be awarded for a period of Two years and rate shall remain firm for the entire period of the contract.
3. Price bid shall be for three months from date of Tender opening.
4. BHEL does not guarantee any minimum quantity.
5. Tender amount towards the Collection & Disposal of Waste Food from all the Canteens and peripheral Dining Halls should be remitted in advance on or before of 14th of every calendar month without fail through NEFT and the acknowledgement copy to be given to us for accounting purpose. Bank account details for remitting the amount is given below

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

6. Offer submitted late beyond the due date & time will be summarily rejected.
7. All the entries in the tender documents should be in one ink. Erasing and overwriting are not permitted. Cancellations and insertions, if any shall be authenticated by the tenderer by signing affixing his seal.
8. After submitting the tender, the tenderer is not entitled to recall his offer or modify the terms and conditions thereof.
9. These general terms and conditions shall be applicable for the bids, however BHEL reserve rights to add, cancel or modify the same at any time without assigning reasons.

10. BHEL reserves the right to

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

11. Disputes or differences arising from this tender or in any manner connected therewith, Head of HR's of BHEL, Trichy decision is final and binding.

- I. Any dispute shall initially be discussed amongst parties and settled amicably.
- II. If no amicable settlement or if there is no scope for amicable settlement, then any party may refer the dispute to sole arbitrator to be nominated by the Head of HR, BHEL, Trichy. The place of arbitration shall be at Trichy. All arbitration proceedings shall be conducted in English in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
- III. The arbitration award shall be final and binding upon the parties and each party will bear its own costs of arbitration and equally share the fees of the arbitral tribunal.

12. All disputes shall be subject to the exclusive jurisdiction of courts at Trichy.

13. Termination of Contract on Death of Contractor:

Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, or if the firm is dissolved or the company is liquidated, BHEL shall have the option of terminating the contract without compensation to the Contractor.

14. Arbitration: -

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

- Any dispute shall initially be referred to the designated Senior Management of the parties for amicable settlement. Parties shall nominate two persons each from their senior management within 10 days of a dispute arising.
- If no amicable settlement is arrived at within 30 days, then any party may refer the dispute to sole arbitrator to be nominated by the Head of HR, BHEL, Trichy. The place of arbitration shall be at Trichy. All arbitration proceedings shall be conducted in English in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
- The arbitration award shall be final and binding upon the parties and each party will bear its own costs of arbitration and equally share the fees of the arbitral tribunal. All the disputes shall be subjected to the exclusive jurisdiction of courts at Trichy.

15. Fraud prevention policy:

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

Annexure – 2

FORMAT FOR PRICE BID

(Following points to be typed in your letter head)

Date- _____

In response to your tender Ref: BHEL:HRM:CANT:WASTE FOOD:TENDER:2021-23 dt 08/07/2021, we are pleased to offer the following firm rate for collection & Disposal of waste food for a period of Two years from all the Canteens & Peripheral Dining Halls (SSTP, Unit-II, MHD, CCDP, WRI, R&D, RPS, Building 79, HRDC, Medical & Civil Township) of BHEL. We agree that 5% of the contract amount to be remitted in advance as security deposit after the contract is awarded and also every month payment has to be paid in advance before collecting the Waste Food.

Name of the canteens from which the Waste Food remnants are to be collected.	Monthly highest and competitive rate payable to BHEL for Collection & Disposal of Waste Food from all the Canteens & Peripheral Dining Halls of BHEL	
	In Figures	In words
All canteens and dining halls		
	_____ Per Month	_____ Per Month

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

Signature of the Tenderer with seal

Email ID :

Phone No :

Mobile No :