



BHARAT HEAVY ELECTRICALS LIMITED  
Electronics Division  
Electronics System Division, Electronics City, Bengaluru - 560 100

TENDER  
DOCUMENT

**BHARAT HEAVY ELECTRICALS LTD.  
ELECTRONICS DIVISION,  
BENGALURU**

**TENDER DOCUMENT**

**No. BHEL/HR/ESD-CNT/2021-23**

**Contract for ESD Canteen:**

**Cooking, Catering & Housekeeping**

**At Electronics Systems Division [ESD],  
Electronics City, Phase 1 location**



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BHEL/ESD (A Govt. of India Enterprise) is desirous of engaging a Contractor for **Contract for ESD Canteen: Cooking, Catering & Housekeeping . Electronics Systems Division [ESD], Electronics City location**

- 1.0 Sealed Bids are invited under **two part bid system** from the competent Agencies with sound Technical and financial capabilities, fulfilling the qualifying requirements stated in the tender documents.
- 2.0 Interested and eligible parties may study the tender document carefully and offer their bids.
- 3.0 The salient features of the tender documents are as follows :
  - a. Notice inviting Tender
  - b. Instruction to Tenderer
  - c. General terms and conditions
  - d. Duties and Responsibilities of Contractor
  - e. Contract Work description
  - f. Proforma for offering techno- commercial bid
  - g. Special terms and conditions of Contract
  - h. Price Bid Format
  - i. Declaration by Contractor
  - j. Agreement between Contractor and BHEL- ESD
  - k. General Terms and Conditions of Reverse Auction
  - l. Third party Non-Disclosure Agreement
- 4.0 A set of tender documents (non-transferable) may be collected on any working day (Monday to Friday) **between 09:00 Hours to 15:00 Hours. any day between 14.12.2020 till 04.01.2021 (& upto 1230 Hours on 04.01.2021), from the Reception at BHEL, Electronics Systems Division factory, Plot No.98, Electronics City Phase-1, Bengaluru-100.**
- 5.0 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. Corrigendum if any will be published in BHEL web site only.

Date: 14.12.2020

Name: Sri KS Loksha  
Designation: Welfare Office  
HRM Deptt, BHEL-ESD, Bengaluru  
ksloksha@bhel.in  
080-25146140/171/113  
Mobile 9449014593



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**Tender Ref: No. BHEL/HR/ESD-CNT/2021-23**

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**1.0 NOTICE INVITING TENDER**

1. Tender No. **BHEL/HR/ESD-CNT/2021-23**

Dated **14.12.2020**

Name of the Contract: **Contract for CANTEEN – Cooking, Catering & Housekeeping, at BHEL Electronics System Division [ESD], Electronics City location**

- |    |   |  |
|----|---|--|
| 2. | Qualifying Requirement                      | : As per NIT Terms & Conditions  |
| 4. | Duration of Contract                        | : <b>ONE YEAR</b><br>From 1 <sup>st</sup> February 2021 to 31 <sup>st</sup> January 2022   |
| 5. | Earnest Money Deposit to accompany Tender   | : Rs 1,00,000/-<br><b>(Rupees ONE LAKH ONLY</b> in the form of<br>Crossed Demand Draft/ NEFT favoring<br>BHEL-EDN, Bengaluru/ Thru SBI Collect |
| 6. | Issue of tender documents                   | : <b>From 14.12.2020 onwards</b>   |
| 7. | Last date for Issue of tender documents     | : <b>12.30 Hours on 04.01.2021</b>   |
| 8. | Last date for submission of tender doc.     | : <b>Up to 13.00 Hours on 04.01.2021</b>   |
| 9. | Date and time of opening of Tender (Part-A) | : <b>at 13.30 Hours on 04.01.2021</b>  |

Date: 14.12.2020

Name: Sri KS Lokesha  
Designation: Welfare Office  
HRM Deptt, BHEL-ESD, Bengaluru  
kslokesha@bhel.in  
080-25146140/171/113  
Mobile 9449014593



## **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 **04.01.2021 (at 13.30 Hours)**

### **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 NEFT/ SBI Collect; In a separate envelope

### **FOLLOWING SHOULD BE TYPED ON THE ENVELOPE**

**TENDER ENQUIRY No. BHEL/HR/ESD-CNT/2021-23 dated 14.12.2020**  
**PART A – “TECHNO-COMMERCIAL BID”**

**Price / Rate should NOT BE INCLUDED/ INDICATED 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 envelope

### **FOLLOWING SHOULD BE TYPED ON THE ENVELOPE**

**TENDER ENQUIRY No. BHEL/HR/ESD-CNT/2021-23 dated 14.12.2020**  
**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. Price / Rate 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.
- 2.8 Part 'B' Price Bid will be opened ONLY in respect of those tenderers **who are qualified in Techno-Commercial Bid.**
- 2.9 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.
- 2.10 The tenderer should **submit the tender documents intact without detaching any page or pages.**



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- 2.11 The Name of the tenderer should be written & the contractors seal to be put on the sealed envelope.
- 2.12 Before making the offer, the tenderers are advised to carefully go through the terms and conditions, which form part of the Agreement.
- 2.13 **The PRICE/ RATES should be quoted in figures as well as words.**
- 2.14 Each and every page of tender documents should be stamped & signed by the tenderer.
- 2.15 TENDER DOCUMENTS - consisting of “PART A” & “PART B” duly sealed in separate envelopes should be FINALLY SEALED & SUBMITTED in another envelope and should be deposited in the ESD Tender Box kept at **the Reception at BHEL, Electronics Systems Division factory, Plot No.98, Electronics City Phase-1, Bengaluru-100** so as to reach on or before **13.00 hrs on 04.01.2021**.

**FOLLOWING SHOULD BE TYPED ON THE ENVELOPE**

**TENDER ENQUIRY No. BHEL/HR/ESD-CNT/2021-23 dated 04.01.2021**

The tender documents can also be sent by Registered Post /Speed Post /Courier so as to reach **Sri KS Lokesha, Welfare Officer, HRM Deptt., at BHEL, Electronics Systems Division factory, Plot No.98, Electronics City Phase-1, Bengaluru-100**, on or before the said date and time.

Part 'A' of tender form i.e. Techno-commercial Bid will be opened on **04.01.2021 at 13.30 Hours** 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 tender opening of **PART-B' – “PRICE BID” at a date to be notified separately.** .

- 2.16 For any further details required, **Sri KS Lokesha, Welfare Officer, HRM Deptt of BHEL-ESD, Bengaluru** may be contacted in person or through Telephone Nos. **080-25146140/171/113**
- 2.17 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.
- 2.18 **PRICE BID** - The tenderers are required to submit their quotation as listed in the Price Bid format given along with the tender documents. The price should be quoted AS CONTRACTOR'S MARGIN over and above the Estimated value of Tender, so that, in case the contract is awarded, contractor should not express any difficulties in execution of the contract.
- 2.19 While quoting for the contract, the bidder is required to quote the MARGIN taking into consideration that all components of wages – Daily Wage, PF/ ESI/ Insurance, Holiday Wages, Bonus amount (at minimum of @8.33% of Minimum wages), **Balance Leave Wages towards Leave NOT-utilized – all statutory & compulsory components are already included in the Price estimate.** Form C/ D has to be submitted to BHEL for having disbursed the Bonus.



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- 2.20 Apart from the Minimum Wages & Bonus payable as per statute, the tenderer would be required to pay allowances/incentives as decided and communicated by BHEL, as and when communicated.
- 2.21 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 and take that into account for quoting the rate.
- 2.22 The rates 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.
- 2.23 VALIDITY OF RATES: The rates quoted should be valid for 90 days initially from the date of opening of the Price Bid.**
- 2.24 The rates shall include the payments on account of Employee contribution to PF, PF Admin. Charges, EDLI, Employer contribution to ESI, Gratuity, Bonus as per statutory requirement, applicable taxes, as per the directives issued by BHEL from time to time.
- 2.25 The tenderer will be required to quote the rates as MARGIN over and above the Estimates as listed in Price Bid format, both in figures and words.
- 2.26 Rates should be quoted in Indian Rupees and Paisa only. In case of difference in the rates quoted in figures and words, **the rates in words will be taken as the tendered rate.** In case of arithmetical errors between rate and amount or any summation error, the RATES that are written in words will be considered as the basis for computing the total offered value.
- 2.27 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.
- 2.28 BHEL reserves the right to cancel the contract at the initial stage or during the contract period without assigning any reason to the tenderer.
- 2.29 Wherever prescribed formats are specified for the tenderers use, the Tenderer shall use the same for making his Claims.
- 2.30 Tender document should be complete in all respects.**
- 2.31 Successful tenderers shall enter into an Agreement on stamp paper of Rs.200/- (Rupees Two Hundred only) as a token of having accepted the rates, terms and conditions of the contract – as per the format given by BHEL.
- 2.32 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.
- 2.33 Tenders not submitted in the prescribed forms will be rejected.**



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- 2.34 BHEL reserves the right to accept or reject any tender in part or full at their discretion without assigning any reason.
- 2.35 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.
- 2.36 If the tenderer indulges in any unethical practice for securing the contract, the offer of such tenderer shall be rejected.
- 2.37 Any written communication required to be sent to the contractor in writing or E Mail, shall be sent at the Postal address & E mail, mentioned on the tender form or to any other Postal address/ E mail, subsequently intimated by contractor in writing to BHEL-ESD for the contract purposes.

### **3.0 GENERAL TERMS AND CONDITIONS**

#### **3.1 ELIGIBILITY CRITERIA**

- 3.1.1 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.
- 3.1.2 Tenderer should have the essential license under Contract Labour (Regulation & Abolition) Act 1970 and the tenderer should produce the license before commencement of work.
- 3.1.3 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 licensee 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.
- 3.1.4 Tenderer should have independent ESI Employer code under ESI Act 1948.
- 3.1.5 Tenderer should have independent PF code under Employee Provident Fund and Miscellaneous Provisions Act 1952.
- 3.1.6 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.
- 3.1.7 The tenderer shall also mention the PAN Number issued by Income Tax Department, copy of the PAN card or PAN number allotment letter shall be submitted along with the tender documents.
- 3.1.8 The tenderer shall also mention the GST Registration Number, & copy of the Registration certificate/ allotment letter shall be submitted along with the tender documents.
- 3.1.9 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.
- 3.1.10 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.





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- 3.1.11 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.
- 3.1.12 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.
- 3.1.13 This Contract being of works that are continuous in nature, and 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.**
- 3.1.15.
- (i) The Average Annual Financial turnover During the last 3 years ending 31<sup>st</sup> March of the previous financial year, should be at least **Rs.16,00,000/- AND**
  - (ii) Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:
    - a) Three similar completed works costing not less **than Rs. 21,00,000/-**  
OR
    - b) Two similar works costing not less **than Rs. 26,00,000/-**  
OR
    - c) One similar completed work costing not less **than Rs. 42,00,000/-.**
  - (iii) Contractors are required to have above experience in similar works such as Housekeeping, Cooking & Serving Services, the Contractor will be rejected if he/she does not have experience in similar works
- 3.1.16 **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.
- 3.1.18. **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.
- 3.1.19. **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.



### **3.2 EARNEST MONEY DEPOSIT (EMD):**

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

**3.2.2 Deposit modes of EMD: The EMD may be accepted ONLY in the following forms:**

- i) Demand Draft, in favour of BHEL (along with offer)
- ii) Electronic Fund Transfer credited in BHEL account (before tender opening)
- iii) Thru SBI Collect payable to BHEL Electronics Division

**3.2.3 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.

**3.2.4 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.**

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

**3.2.6 EMD shall not carry any interest.**

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

### **3.3 SECURITY DEPOSIT (SD) :**

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

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

- i) Demand Draft in favour of BHEL
- ii) 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).
- iii) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- iv) 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.
- v) Security deposit can also be recovered at the rate of 5% 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.
- vi) EMD of the successful tenderer can be converted and adjusted against the security deposit.
- vii) **The security deposit shall not carry any interest.**

(Note: Acceptance of Security Deposit against Sl. No. (ii) and (iv) 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).



- 3.3.3 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. Security deposit shall be refunded only after the expiry of contract period subject to the contractor fulfilling all obligations & operations under the contract.
- 3.3.4 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.

#### **3.4 STATUTORY REQUIREMENTS:**

- 3.4.1 While quoting the rate, the tenderers are advised to take note of minimum wages payable to workmen.
- 3.4.2 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, 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.
- 3.4.3 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.
- 3.4.4 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.
- 3.4.5 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.
- 3.4.6 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.
- 3.4.7 The Income tax as applicable will be deducted from the bill of the contractor.
- 3.4.8 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.
- 3.4.9 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%. Form C / D has to be submitted to BHEL for having disbursed the bonus.

3.4.10 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.

### **3.5 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.

3.5.2 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 including Washing Allowance to their Workers. The Contractor has to quote all his expenditure such as Uniform, Washing Allowance and safety Shoes in the Price Bid as part of the margin. 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.

3.5.3 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.

3.5.4 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.

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

3.5.6 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.

3.5.7 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.

3.5.8 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.



### **3.6 PERIOD OF CONTRACT**

#### **3.6.1 The contract shall be, for a period of ONE YEAR.**

- 3.6.2 The parties, if mutually agreed upon, may extend the period of contract for an additional further period of one year on the same terms and conditions.
- 3.6.3 The parties are at liberty to terminate the Agreement by giving three calendar months' notice in writing and the loss if any caused to the other party due to termination of contract shall be compensated by the party terminating it.

### **3.7 FAILURE TO COMPLY WITH CONTRACT**

- 3.7.1 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.
- 3.7.2 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.
- 3.7.3 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.

### **3.8 PAYMENT TO THE CONTRACTOR**

- 3.8.1 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.
- 3.8.2 The Contractor shall initially pay the wages and other allowances of his workmen before 7<sup>th</sup> 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.
- 3.8.3 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 15<sup>th</sup> and ESI by 21<sup>st</sup> of the succeeding month). Contractor shall submit the challan along with copy of a self-certified list of 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.

### **3.9 SUB-CONTRACTING**

- 3.9.1 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.
- 3.9.2



### **3.10 LAWS GOVERNING THE CONTRACT**

- 3.10.1 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.
- 3.10.2 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.
- 3.10.3 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.

### **3.11 LEGAL JURISDICTION:**

- 3.11.1 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 - ESD 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-ESD is situated and no other court shall have the jurisdiction.

## **4 DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR:**

- 4.1 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.
- 4.2 The contractor will abide by the provisions of Child Labour (Prohibition & Regulation) Rules 1988. He should issue appropriate Appointment Letter to his Workmen.
- 4.3 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.
- 4.4 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.
- 4.5 All the registered contractors shall submit the returns required under contract Labour (Regulation & Abolition) Act 1970 and forward a copy to HR Department.





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- 4.6 ESD – 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.
- 4.7 Workmen insured under ESI Act only shall be deployed in contract work.
- 4.8 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.
- 4.9 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.
- 4.10 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.
- 4.11 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.
- 4.12 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.
  - (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.



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- 4.13 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.
- 4.14 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.
- 4.15 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.
- 4.16 The Wage period for the Workmen 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 rescheduled to 6<sup>th</sup> day, if the 7<sup>th</sup> 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.
- 4.17 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 Electronics Systems Division at Electronics City Phase 1, before submitting Claim for refund of Security Deposit for the respective years.
- 4.18 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.
- 4.19 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. The cost of the uniform will be borne by BHEL.
- 4.20 The liability for compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
- 4.21 **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.
- 4.22 Besides the three National holidays 15<sup>th</sup> August, 26<sup>th</sup> January and 2<sup>nd</sup> 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





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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.

- 4.23 **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.
- 4.24 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) |
- 4.25 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.
- 4.26 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.
- 4.27 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.
- 4.28 Refund of Security Deposit: Security Deposit of contractor will be refunded only after 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.
- 4.31 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.
- 4.32 Contractor shall inform his PAN to BHEL. Income tax as applicable will be deducted at source by BHEL from the bill of contractor.
- 4.33 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.



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- 4.34 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.
- 4.35 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.
- 4.36 BHEL shall be indemnified against all losses, Claims, prosecutions etc. under any law.
- 4.37 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.
- 4.38 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.
- 4.39 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.
- 4.40 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.
- 4.41 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.
- 4.42 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.
- 4.43 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.
- 4.44 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.



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- 4.45 In case of any extra work executed by the contractor, the contractor will be paid on pro-rata basis.
- 4.46 All the Terms and Conditions as mentioned in Work Order will also form a part of the Agreement.
- 4.47 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.
- 4.48 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.
- 4.49 The contractor shall be wholly responsible for the behavior of the workmen at the work place and outside, in the BHEL premises.
- 4.50 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.
- 4.51 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.
- 4.52 BHEL shall be entitled to recover any payment made on behalf of the contractor under any law or otherwise.
- 4.53 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.

**4.54 ARBITRATION & CONCILIATION:**

Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Electronics Division.

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

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

The cost of arbitration shall be borne as per the award of the Arbitrator.

Subject to the arbitration in terms of Clause 3.10.3 above, the Courts at Bengaluru shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.

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



#### **4.55. 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.”



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**5.0 MANPOWER MATRIX & WAGE STRUCTURE (AS ON 14.12.2020):**

S N o.	Category	Category	No. of Labour r requir ed	Bonus @ 8.33% (Subject to Rs 7000/- Annual Celling (PER DAY)	Hazardo us Allowanc es - For Labour involved in Cooking (Per Day)	Total Wages per Day - including PF & ESI - Employer's contributio n (As on 14.12.202 0)	Leave Wage s - Per year - 15 Days (for Total Labou r)	National & Festival Holidays - Per year 12 Days (for Total Labour	<b>GRAND TOTAL WAGES for ONE YEAR – as per Present Wages (14.12.2 020)</b>	Unit rate Per Man Hour (In Rs) As on 14.12. 2020
	1	2	3	4	5	6	7	8	9	10
1	Supervision of overall activities	High Skilled	1	23.26	200	1186.08	14231	11384	382626	158.90
2	Cooking & Serving of items as per Menu [Breakfast & Lunch], Coffee & Tea	Skilled - Cook	3	23.26	150	1055.50	39065	31252	1023433	141.67
3	Collecting ingredients, Vegetables, Coconut , all cutting, preparation for Breakfast & Lunch, & Serving in Dining Hall; Taking stock of unused ingredients & Depositing back to stores	Semi Skilled – Cooking Assistant	4	23.26	50	880.62	47595	38076	1145939	118.97
4	Supervision of overall Cleaning & Housekeeping activities	Semi Skilled	1	23.26	0	830.62	11899	9519	271435	112.72
5	Cleaning of Rice / Staples/ Groceries in Stores (lady)	Semi Skilled	1	23.26	0	830.62	11899	9519	271435	112.72
6	Cleaning of Utensils /Vessels/ Boilers;Canteen - Kitchen, Pantry,Dining Hall – all Housekeeping	UnSkilled	7	23.26	0	756.47	75504	60403	1729781	102.62
			17							

**NOTE :**

1. Calculation is for approx. 301 Working Days
2. Shoe and Socks Allowance of Rs 1300 per person is included in Final Daily wages - Column 6
3. Uniform allowance of Rs 1450/- per year is also included in Final Daily wages - Column 6
4. Washing allowance @ Rs 125/- per month is added in calculation of Final Daily wages - Column 6

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



**6-A. TECHNO-COMMERCIAL BID APPLICATION**

To,

Sri KS LOKESHA  
Welfare Officer  
HRM Department  
Bharat Heavy Electricals Limited  
Electronics System Division,  
Electronics City, Bengaluru – 560 100  
E Mail – kslokesha@bhel.in

Dear Sir,

I / We hereby offer to carry out the work “**(Contract Cooking, Catering & Housekeeping- at BHEL ESD Canteen, located in Electronics System Division [ESD], Electronics City location**” against **Tender Enquiry No. BHEL/HR/ESD-CNT/2021-23** dated **14.12.2020**

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        | } | <b>(PART – A)</b> |
| 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             |   | <b>(PART – B)</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.

Seal/ Stamp of Tenderer's Establishment

Signature of Tenderer

Date:



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**TECHNO-COMMERCIAL BID QUESTIONNAIRE - A**

Tender Enquiry No. No. BHEL/HR/ESD-CNT/2021-23 dated 14.12.2020 :-

**Details of the Contractor**

a) Name and address of the Firm:

b) Name and address of the proprietor:

c) Have you operated any similar Contract in any Unit of BHEL  
(If yes furnish the details) : Yes / No

	<u>Location/ Address of Previous Contracts</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:

Seal/ Stamp of Tenderer's Establishment



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**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	MSE Registration No. (If any)					
06	Annual Turnover for 3 years (In Rupees) <i>(Please Enclose Audited Balance sheet &amp; Profit &amp; Loss account OR Turnover Certificate from Chartered Accountant which should be greater than 30% of the estimate.</i>					
			2017-18			
			2018-19			
			2019-20			
07	Details of the SIMILAR work being executed presently/ earlier <i>(Attach additional sheet if required)</i>					
	Sl No.	Past Works / Purchase Order No.	Work Description	Date	Value	Valid Upto
	1.					
	2.					
	3.					
08	<b>EMD Details: ₹ 1,00,000/- (ONE LAKH)</b> <b>DEMAND DRAFT</b> <b>NEFT</b> <b>SBI COLLECT</b>		Bank name: Date: DD No./UTR No.: Amount:			
09	Any other comments					

Note:

- I. Photocopy in support of above wherever applicable should be attached.
- II. Please note that if RESPONSE at Sl. No.01 to 08 are LEFT BLANK then the bid is liable to be rejected.

Signature of the Tenderer  
Date:

Seal/ Stamp of Tenderer's Establishment





## **6-B. SPECIAL TERMS & CONDITIONS OF CONTRACT**

### EVALUATION OF PRICE BID:

- A single rate must be quoted for as Contractor's/ Tenderer's MARGIN – as mentioned in the PRICE BID FORMAT – as the Contract would be awarded to one successful tenderer.
- Evaluation of the L-1 offer shall be computed on overall lowest cost to BHEL basis.
- In the event of two or more tenderers becoming L1, the said tenderers would be called for NEGOTIATION and will be instructed to submit fresh price bid offers. Further, in the subsequent event of two or more tenderers becoming L1, the selection of the tenderer for the purpose of awarding contract will be on the basis of LOTTERY to be held in presence of representatives of L1 tenderers.



## 7.0 DECLARATION BY TENDERER

I, \_\_\_\_\_, aged \_\_\_\_\_ Years.,  
S/o/ D/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 :



**BHARAT HEAVY ELECTRICALS LIMITED**  
**Electronics Division**  
 Electronics System Division, Electronics City, Bengaluru - 560 100

**TENDER  
DOCUMENT**

**8.0 CHECKLIST OF DOCUMENTS TO BE ATTACHED WITH TECHNO COMMERCIAL BID**

S No.	Description of Document	Remarks	Status – Yes/ No
1.	ESI Code - Certificate	Copy to be attached with LATEST CHALLAN	
2	Industrial License	Copy to be attached	
3	PAN Document	Copy to be attached	
4	PF Code – Allocation Certificate	Copy to be attached with LATEST CHALLAN	
5	GST Registration Certificate	Copy to be attached	
6	Annual Turnover for THREE Year: Average should be greater than 30% of the estimate.		
	Annual Turnover 2019-20	Audited Copy to be attached	
	Annual Turnover 2018-19	Audited Copy to be attached	
	Annual Turnover 2017-18	Audited Copy to be attached	
7	Past Work Orders/Purchase orders		
	One Work order of approx.. 80% of estimate	Copy to be attached	
	Two Work orders of approx.. 50% of estimate.	Copy to be attached	
	Three Work orders of approx.. 40% of estimate	Copy to be attached	
8	<b>EMD Details: ₹ 1,00,000/- DEMAND DRAFT NEFT SBI COLLECT</b>	Bank name: Date: DD No./UTR No.: Amount:	
9	MSE Certificate (Copy enclosed)	<b>Latest Certificate from CA to be attached – later than 01.07.2020</b>	
10	Any License for cooking or running catering	Copy to be attached	



## 9.0 SCOPE OF WORK:

### 1. HOUSEKEEPING : SCOPE & EXTENT

The scope of work as detailed in Annexure-I to be carried out may require Approximate 08 (EIGHT) Mandays PER DAY that includes 01 (ONE) Manday for supervision for all the Housekeeping activities in the following Areas of Work –

#### Areas of work for Housekeeping:

- (i) Maintenance of Canteen – Kitchen & Stores premises including surrounding areas
- (ii) Maintenance & Upkeep of Cooking Vessels/ Boilers/ Stoves – Washing areas
- (iii) Maintenance & Cleaning of Dining Hall, Dining Tables, Chairs, Serving area and surrounding areas including staircase & lifts Canteen
- (iv) Cleaning and washing of Plates, cups, glasses, serving utensils etc.
- (v) Assistance in Canteen associated works, pantry & Stores – as per requirement
- (vi) Serving of Water
- (vii) Food Waste collection, disposal & shifting of soiled Utensils from Dining Hall to Washing area

Areas of work	Timings	Approximate Mandays Requirements During the week
As under (i), (ii) (v), (vi) & (vii) above	730 Hours to 1630 Hours : Monday to Friday/ 730 Hours to 1230 Hours on Saturdays	36 Mandays (Including 1 for supervision)
As under (iii), (iv), (vi) & (vii) above	600 Hours to 1400 Hours all Days	12 Mandays
	<b>Total</b>	<b>48 Mandays PER WEEK</b>

## ANNEXURE I

HOUSEKEEPING – SCOPE		
S No.	Details of Work	
1	Dusting, Wiping and Cleaning of Wood Dining tables before and after the food service. (approx. 100 Dining table and 400 chairs).	
2	Cleaning and mopping of floor area of – Kitchen, Stores, Dining Hall & Serving area including Washing area and staircases leading to Dining Hall etc. – <b>Three times daily</b>	
3	Cleaning of the following Utensils (approximate quantity 4500 per Day).	
	Meals Plates / Tiffin Plates	250 – 400 nos/ 150 - 200 nos.
	Spoons/ Water Tumblers	200 – 300 nos/ 500 - 600 nos.
	Katories (bowls)	2000 – 3000 nos.
	Cooking Vessels & Coffee/Tea urns	40 -50 nos.
	Serving vessels with lids & serving Spoons	20-30 nos.
	Coffee & Tea Trolley , Hot case, Water Cans	18-20 Nos.
4	Dusting & Cleaning of all fixtures viz. Doors, Windows, Staircase rails, fans, lights etc. <b>DAILY</b>	
5	Deep cleaning of Cooking equipment and accessories Removal of cobwebs once in 15 days	
6	Serving water during Breakfast & Lunch	
7	Food Waste collection, disposal & shifting of soiled Utensils from Dining Hall to Washing area/ Collection area/ Coordination with piggeries for Food waste disposal	
8	Assistance in Canteen associated works and pantry & Stores.	

**Note:** The above is only illustrative, NOT exhaustive. As per the instructions of HR Executives, the contractor shall deploy adequate number of Labour for departmental services and when required, due to exigencies of work



## 2. COOKING & CATERING

The scope of work as detailed in Annexure-II to be carried out may require Approximate 10 (TEN) Mandays PER DAY that includes 01 (ONE) Manday for supervision for the following Areas of Work is as follows –

### Areas of work for regular Work

- (i) Kitchen – for Preparation & Cooking as per Menu
- (ii) Stores – Storage, Accounting, Issue and maintenance of all Consumables/ Materials
- (iii) Transportation of items (viz., Serving Vessels, Cooked items, Groceries, Cooking material, LPG cylinders etc). from receiving point to Kitchen/ Dining hall, Stores, Gas bank area.
- (iv) Cleaning and washing of Food grains/ Rice/ Cereals/ Groceries/ Vegetables
- (v) Assistance for any other associated works in Kitchen, Pantry, Dining Hall or Stores – as per requirement

Areas of work	Timings	Approximate Mandays Requirements During the week
As under (i) & (iv) above	0600 Hours to 1400 Hours all Days	12 Mandays
As under (i), (ii), (iii), (iv) & (v) above	730 Hours to 1630 Hours : Monday to Friday/ 730 Hours to 1230 Hours on Saturdays	42 Mandays (Including 1 for supervision)
	<b>Total</b>	<b>54 Mandays PER WEEK</b>



**BHARAT HEAVY ELECTRICALS LIMITED**  
**Electronics Division**  
**Electronics System Division, Electronics City, Bengaluru - 560 100**

**TENDER  
DOCUMENT**

**ANNEXURE 2**

**COOKING & CATERING – SCOPE**

<b>S No.</b>	<b>Details of Work</b>
<b>1</b>	<b>FOR BREAKFAST – 150 TO 200 PLATES APPROX PER DAY – SIX DAYS</b>
i	Cleaning, washing & soaking Groceries & foodgrains – 17 KGs
ii	Cleaning, Cutting, Chopping Vegetables - 17 to 20 KGs
iii	Preparation of Masala – for Breakfast & Chutney – 3 to 4 KGs per Day
iv	Cooking Breakfast as per Menu
v	Coconut scrapping & grating – approx.. 4 KGs per Day
vi	Preparation of Rice batter for IDLI – once a week 10-12 KGs
vii	Arrangement & Serving of Breakfast
<b>2</b>	<b>FOR LUNCH – 250 TO 400 PLATES APPROX PER DAY – SIX DAYS</b>
i	Cleaning, washing & soaking Groceries & foodgrains 10 to 12 KGs per Day
ii	Cleaning, Cutting, Chopping Vegetables for Pallya & Gravy – 55 to 60 KGs per Day
iii	Cleaning, washing, soaking & preparation of Rice – 30 KGS per Day
iv	Kneading & preparation of Atta for Chapati & Ragi 20 KGs – 4 times a week
v	Coconut scarping & grating - 6 to 8 KGs per Day
vi	Sambhaar & Rasam preparation – 10 to 12 KGs per Day
vii	Butter milk preparation 70 to 90 Litres per Day
viii	Cleaning, Peeling & Chopping Vegetables for Salads – 22 KGs
ix	Preparation of Masala – for Sambhaar, Pallya, – 4 to 5 KGs per Day
x	Preparation of Colored/ flavoured Rice – 30 KGs – 5 Days a week
xi	Cooking all items as per Menu
xii	Arrangement & Serving of Lunch
<b>3</b>	<b>FOR TEA- COFFEE (TWICE Monday to Friday/ ONCE on Saturdays)</b>
i	Preparation of Tea / Coffee – approx.. 30 Litres of Milk Daily
ii	Transfer of Tea/ Coffee to Kettles/ Trolleys
iii	Serving of Tea/ Coffee at 12 Points
<b>4</b>	<b>FOR CATERING</b>
i	Transportation of items (viz., Serving Vessels, Cooked items, Groceries, Cooking material, LPG cylinders etc). from receiving point to Kitchen/ Dining hall, Stores, Gas bank area
ii	Arranging of all Rice, Sambhaar, Rasam, Dry Pallya & Wet Pallya , Curd, Buttermilk, Pickles in Katoris/ Vessels on Serving counters
iii	Arranging to all Utensils on counters for Breakfast & Lunch
iv	Operating of Battery operated Trucks/ Material Lift etc – as and when required
<b>5</b>	<b>FOR CANTEEN STORES ACTIVITIES</b>
i	Receiving, Inspection of all Raw Material, Groceries, Consumables etc in Canteen Stores
ii	Stacking and arranging of bags/packets containing rice / Dhals/ Atta / Oil / Ragi flour / Chilies / Coffee powder / tea dust / vegetables/ etc in Stores Areas
iii	Sifting Small stones 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 by sifting
iv	Monitor all stocks, re-order level, issues from Stores to Kitchen and back – Daily Twice
v	Managing general upkeep of Stores
<b>6</b>	<b>HEAD COOK - Supervising all Preparation activities, Quality of Raw material, Issues from Stores &amp; Cooking of all food items as per menu for BREAKFAST, LUNCH &amp; Tea-Coffee Serving; Supervising &amp; coordinating all Special arrangements/ Sweets preparation &amp; Stocks Order/ Re-order/ Returns</b>



**BHARAT HEAVY ELECTRICALS LIMITED**  
**Electronics Division**  
 Electronics System Division, Electronics City, Bengaluru - 560 100

**TENDER  
DOCUMENT**

**10.A TENDER REF.: BHEL/ESD/HR/CNT/2021-23**

**PRICE BID FORMAT:**

SI No	Description	Category of Work	No of Workers	Man Hours Per Category for ONE YEAR	AVERAGE WAGE PER MAN-HOUR (In Rs)	ESTIMATED SUB TOTAL FOR THE YEAR - Per Category, (In Rs)
1	Supervision of overall activities	HSW	1	2408	162.58	3,91,494
2	Cooking of items as per Menu [Breakfast & Lunch], Preparation of Coffee & Tea,	SW-C	3	7224	145.04	10,47,778
3	Collecting Ingredients , Vegetables, Coconut , all cutting, preparation for Breakfast & Lunch,& Serving in Dining Hall; Taking stock of unused ingredients & Depositing back to stores	SSW-C	4	9632	122.05	11,75,600
4	Supervision of overall Cleaning & Housekeeping activities	SSW	1	2408	115.80	2,78,850
5	Cleaning of Rice / Staples/ Groceries in Stores (lady)	SSW	1	2408	115.80	2,78,850
6	All Cleaning of Utensils/Vessels/ Boilers; Cleaning of Canteen - Kitchen, Pantry & Dining Hal & all Housekeeping activities	USW	7	16856	105.41	17,76,835
Total		LABOUR	17			<b>49,49,407</b>
<b>Rupees Forty Nine Lakhs, Forty Nine Thousands, Four Hundred &amp; Seven only</b>						

**HSW:** HIGH SKILLED WORKER

**SW-C:** SKILLED WORKER - COOK

**USW:** UNSKILLED WORKER

**SSW-C:** SEMI SKILLED WORKER - ASST COOKS

**SSW :** SEMI SKILLED WORKER

Quote CONTRACTOR'S MARGIN -in Figures :

\_\_\_\_\_

Quote CONTRACTOR'S MARGIN -in Words :

\_\_\_\_\_

\_\_\_\_\_

Contractor should quote separately for GST:

GST in Percentage	
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**NB:** The Amount towards Uniform (2 Sets - per Year) & One time issue of Shoes (1 Pair +2 pairs of Socks), Stitching Charges & Monthly washing allowance ARE ALL included in the above calculation. **Hazardous Allowance for HSW, 3 SW & 4 SSW who are engaged in Cooking is also included**

Date:

Signature of Tenderer

Seal/ Stamp of Tenderer's Establishment



**PART 'B': Price Bid : To be submitted in sealed cover as per Tender conditions.**  
**Price / Rate should NOT BE INCLUDED/ INDICATED In the PART-A: Techno-commercial bid.**

**FOLLOWING SHOULD BE TYPED ON THE PRICE BID ENVELOPE**

**TENDER ENQUIRY No. BHEL/HR/ESD-CNT/2021-23 dated 14.12.2020**  
**PART B – “PRICE BID”**

Part 'B' – the Price Bid should not carry any conditions. Price / Rate should be quoted in clear terms in the format given by BHEL.

Part 'B' Price Bid will be opened ONLY in respect of those tenderers who are qualified in Techno-Commercial Bid.

The tender forms both Part 'A' & 'B' duly filled in all respects shall be signed on each page by the tenderer.

The PRICE/ RATES should be quoted in figures as well as words.

Each and every page of tender documents should be stamped & signed by the tenderer.

TENDER DOCUMENTS - consisting of “PART A” & “PART B” duly sealed in separate envelopes should be FINALLY SEALED & SUBMITTED in another envelope

**FOLLOWING SHOULD BE TYPED ON THE ENVELOPE**

**TENDER ENQUIRY No. BHEL/HR/ESD-CNT/2021-23 dated 14.12.2020**

and should be deposited in the ESD Tender Box kept at the Reception at BHEL, Electronics Systems Division factory, Plot No.98, Electronics City Phase-1, Bengaluru-100 so as to reach on or before 13.00 hrs on 04.01.2021.

**10.B. SPECIAL TERMS & CONDITIONS OF CONTRACT**

**EVALUATION OF PRICE BID:**

- A single rate must be quoted for as Contractor's/ Tenderer's MARGIN – as mentioned in the PRICE BID FORMAT – as the job would be awarded to one successful tenderer.
- Evaluation of the L-1 offer shall be computed on overall lowest cost to BHEL basis.
- In the event of two or more tenderers becoming L1, the said tenderers would be called for NEGOTIATION and will be instructed to submit fresh price bid offers. Further, in the subsequent event of two or more tenderers becoming L1, the selection of the tenderer for the purpose of awarding contract will be on the basis of LOTTERY to be held in presence of representatives of L1 tenderers.