



Bharat Heavy Electricals Limited

Electronics Division

Mysore Road, Bangalore-560026

Tender Document for: -

IN-HOUSE PREPARATION OF CHAPATHI AND RAGIBALL ON PIECE RATE BASIS

Tender opening date: At 01:30 P:M on 15/04/2019

This Tender Document contains 17 (Seventeen) pages.

**Bharat Heavy Electricals Limited
Electronics Division
Mysore Road, Bangalore-560026**

TENDERER

FOR BHEL

NOTICE INVITING TENDER

1. TENDER NUMBER : EDN/701/RB&CH/2018 dated: 25/03/2019
2. NAME OF THE WORK : IN-HOUSE PREPARATION OF RAGIBALL & CHAPATHI ON PIECE RATE BASIS
3. CONTRACT PERIOD : 01 Year
4. APPROXIMATE VALUE OF CONTRACT : Rs.25.20 Lakhs (Excluding GST)
5. LAST DATE AND TIME TO SUBMIT THE COMPLETED TENDER : Up to 01:30 P: M on 15/04/2019
6. PLACE OF SUBMISSION OF TENDER : IN THE TENDER BOX No-12, NAMED "HRM DEPT" LOCATED AT RECEPTION AREA, BHEL/ELECTRONICS DIVISION, MYSORE ROAD, BANGALORE – 560 026.
7. DATE & TIME FOR TENDER OPENING. : At 1:30 P:M on 15/04/2019

NOTE:

1. The tender is a two part Bid. The Tender Document (Technical Bid from Page 1-16) and the price Bid (Annexure-A) page No. 17.
2. The Tenderer shall fill in the relevant details in the Tender documents and put signature with seal on all pages.
3. Both the Tender document (Technical Bid) and the Price Bid shall be put into separate envelope with clearly written on top of the cover as Technical Bid and Price Bid respectively and seal it. Now both the sealed envelope has to be put into one Big envelope which has to be sealed and addressed to Sri H B Srinivasa, DGM/HR, BHEL-EDN and written on top of the cover the following:
 - a) The Tender name as "In house Preparation of Ragiball and Chapathi on Piece Rate Basis"
 - b) Tender Reference No. as "EDN/701/RB&CH/2018 dated: 25/03/2019"
 - c) "Do Not Open Before 01:30 P:M on 15/04/2019".
 - d) From & To Address.
4. The Big sealed envelope has to be dropped before 01:30 P.M on 15/04/2019 in the tender Box No-12 named as "HRM" located at reception area, BHEL-Electronics Division, Mysore Road, Bangalore.
5. The tenderer/your representative (with proper identity proof) may remain present during the tender opening (Technical Bid) at the reception area.

TENDERER

FOR BHEL



BHARAT HEAVY ELECTRICALS LIMITED
ELECTRONICS DIVISION
MYSORE ROAD, BANGALORE-560026

Tender No: EDN/701/RB&CH/2018

Dated: 25/03/2019

This Tender contains –

- (A) Essential eligibility criteria (page-4)
- (B) Instructions to Tenderers (Page 5)
- (C) General Terms & Conditions (Part I) – Page 6 to 10
- (D) Administrative Instructions (Part II) – Page 11
- (E) Reverse Auction Instructions (Part III) – page 12
- (F) Data sheet – Page 13 & 14
- (G) Annexure- I & II detailing the scope of work – Page 15 & 16
- (H) Price Bid - page 17

All of the above shall form part and parcel of the Tender documents.



TENDERER

FOR BHEL

BHARAT HEAVY ELECTRICALS LIMITED
ELECTRONICS DIVISION
MYSORE ROAD, BANGALORE-560026

Tender No: EDN/701/RB&CH/2018

Dated: 25/03/2019

Essential Eligibility Criteria for selecting the Supplier at Technical Evaluation Stage.

- I. The tenderer should have experience of at least THREE (3) years as on the date of tender in the field of supplying contract laborers.
- II. The tenderer should have successfully completed similar works during the last 7 (seven) years as per the details hereunder (copy of completion certificate to be enclosed):
 - i) Three similar completed works of the value of around Rs.10,08,000.00 (i.e., each not less than 40% of the estimated cost), or
 - ii) Two similar completed works of the value of around Rs.12,60,000.00 (i.e., each not less than 50% of the estimated cost), or
 - iii) One similar completed works of the value of around Rs.20,16,000.00 (each not less than 80% of the estimated cost).

Note: Here similar works intends supply of contract laborers for various works.

- III. The Firm should have legal status. Firm means and includes Proprietary concern, Partnership firm, Companies etc. The Firm should have been registered under relevant Act for carrying out the nature of work for which this tender is invited.
- IV. The average of last three years (2015-16, 2016-17, 2017-18) turnover of the Firm should be at least equal to Rs.7,56,000.00 i.e., 30% of the estimated cost.
- V. The Firm should have GST Registration number.
- VI. The Firm should have ESI, PF registration Number allotted under its name/ under his Sub-Contractor who will supply labor.
- VII. The Tenderers should have categorically confirmed acceptance of all the tender Terms and condition including the payment terms by signing on each page of Tender document.



TENDERER

FOR BHEL

Instructions to Tenderer

Name of work: Preparation of RAGIBALL& CHAPATHI on Piece Rate Basis

Sealed Tenders for carrying out the above said work as per the Scope of Work explained in the Annexure-I & II enclosed is requested to be submitted on or before **01:30 P:M on 15/04/2019** Please read the below mentioned instructions carefully and submit the Tenders accordingly.

1. Sealed Tender should be submitted in two parts, one envelope containing only the Price Bid (format Enclosed as Annexure-A) and the other envelope containing the rest of the tender document with sign and seal with other details.
2. Tender should be addressed to **Shri H B Srinivasa, DGM/HR, BHEL, Electronics Division, Mysore Road, Bangalore 560 026.** The full name and address of the Tenderer and the name of the Tender and **Tender No: EDN/701/RB&CH/2018 Dated: 25/03/2019** should be indicated on Top of all the Covers.
3. The local address of the Tenderer, the name of the person to whom all the correspondence are to be addressed should be indicated, with telephone number / mobile number (both Office & Residence) and telex/fax numbers.
4. All the entries in the Tender Documents should be written in one ink. Eraser and over writings are not permitted. The Tenderer concerned with proper indication of the name, designation and address of the person signing, should duly sign all cancellations and insertions.
5. Tenderer shall fill in all the required particulars in the blank spaces provided for this purpose in the tender documents and also sign each and every page of the tender document before submitting tender.
6. In case the rate quoted in figures differs from those quoted in words, the lower of the rates will be taken as the tendered rate and shall be binding on the Tenderer.
7. While quoting the rates, the Tenderers are advised to take into account all relevant factors. No claim for the enhanced piece rates will be entertained after acceptance of the tender or during the tenure of the contract. However BHEL reserves the right to advise the contractor in future, to afford any welfare facility (over & above the wage rates envisaged along with allowance) for the employees of the contractor or any increase of Taxes or statutory wages/allowances like ESI, PF, bonus, etc..
8. The rates to be quoted by the Tenderers shall be firm and excluding the applicable Tax.
9. The rates quoted in the tender shall
 - (a) Remain valid for a period of Three Months from the date of opening of tender.
 - (b) Tenderer shall not increase their quoted rates, once the tenderer has submitted his quotation and during execution of the contract incase his tender is accepted.
10. Completed Tender shall be dropped in the Tender box No-12 marked "HRM Dept." situated at BHEL-EDN, Reception Area, so as to reach us before the due date / time. Offers received after the due date/time may likely to be rejected.
11. Time and date of the Technical bid opening will be as per NIT. The Price bid will be opened after due process which will be informed to all eligible parties.
12. Details of scope of work and approximate quantities of each food item to be prepared are shown in the Annexure I & II attached here to. BHEL reserves the right for any variations and alternation of the list.
13. The details of all the food items prepared shall be entered in the Register daily so that complete record is obtained of all the preparation made under this arrangement, and signed with date by both parties viz., persons authorized for and on behalf of BHEL and the Tenderer.
14. Before tendering, the Tenderers are advised to inspect the premises of Canteen and its environments and be well acquainted with the location of the Kitchen, other prevailing infrastructures and conditions. For any clarifications, contact DGM / HR –Department, BHEL-EDN, Mysore Road, Bangalore – 26, in person or over phone number 26998820/26998218.



TENDERER

FOR BHEL

PART-I
GENERAL TERMS AND CONDITIONS

1. a- This Tender is for Preparation of Chapathi and Ragiball on Piece Rate Basis and for a period of **One Year** from the date of awarding the Tender.
 - b- The contract will be for a period of One Year. It may be extended for one more year with mutual consent with prevailing rate, terms & conditions.
 - c- The scope of contract is more elaborately explained in the Annexure I & II enclosed.
- 2 The Tenderer has to indicate his rates both in words and figures in the price bid format attached. In case of discrepancy between the rate indicated in words and figures, the lower of the two will be reckoned and binding.
- 3 The rates to be quoted by the Tenderers shall be firm and the applicable Tax may be mentioned clearly and separately. However the Bids will be evaluated on the basis of Total Cost (Ragiball & Chapathi together) to BHEL including applicable taxes.
- 4 Security Deposit should be collected from the successful tenderer. The rate of Security Deposit will be as below:
 - Security Deposit means the security provided by the Contractor towards fulfilment of any obligations in terms of the provisions of the contract.
 - 4.2.1 The total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.
 - 4.2.2 Modes of deposit:

The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:

 - i) Cash (as permissible under the extant Income Tax Act)
 - ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
 - 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 (FDR should be in the name of the Contractor, a/c BHEL).
 - v) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL) (Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)
 - 4.2.3 Collection of Security:

At least 50% of the required Security Deposit, including the EMD, should be collected before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected. If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor. The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of the authority competent to award the work. (Note: In case of (a) small value contracts not exceeding ` 20 lakhs or (b) SAS jobs, work can be started before the required Security Deposit is collected. However, payment can be released only after collection/ recovery of initial 50% Security Deposit).
 - 4.2.4 Security Deposit shall be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract after due fulfillment of the contract, on the contractor rendering a No Demand and No Due Certificate, and after adjusting any sums due to BHEL from the contractor under this contract or under any other contract with this division or any other sister division of BHEL.



TENDERER

FOR BHEL

4.2.5 The Security Deposit shall not carry any interest.

5 Within seven days of receipt of intimation of award of the contract from BHEL, the Tenderer shall execute a formal agreement on stamp paper of Rs. 300/- for due performance of the work as per the accepted tender, as clarified and modified by subsequent negotiations and exchange of letters, if any, and as per BHEL Format.

6. ARBITRATION

- a. Except where otherwise provided for in the contract all questions and disputes relating to the contract terms and instructions herein before mentioned and as to the quality of food items or materials used or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, instructions, order or these conditions or otherwise concerning the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration by an arbitrator appointed by Bharat Heavy Electricals Limited, Electronics Division, and if such arbitrator is unable or unwilling to act, to the sole arbitration of some other person appointed by BHEL willing to act as such arbitrator.
 - b. There will be no objection if the arbitrator so appointed is an employee of Bharat Heavy Electricals Ltd, Electronics Division and that he had to deal with the matters to which the contract relates and that in the course of his duties, as such he had expressed views on all or any of the matters in dispute of difference, the arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, such arbitrator as aforesaid at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as arbitrator in accordance with terms of the contract. Such persons shall be entitled to proceed with the reference from the stage at which his predecessor left it.
 - c. It is also a term of this contract that no person other than a person appointed by BHEL-EDN, as aforesaid should act as arbitrator. The arbitrator shall necessarily give reasons for the Award he pass in the matter referred.
 - d. Subject as aforesaid the provisions of the Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.
 - e. It is a term of the contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.
 - f. The arbitrator(s) may from time to time with consent of the parties enlarge the time, for making and publishing the award.
 - g. The services under the contract shall if reasonably possible, continue during the arbitration proceedings and no payment due or payable to the supplier shall be withheld on account of such proceedings.
 - h. The arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the dates of first hearing.
 - i. The arbitrator shall give a separate award in respect of each dispute or difference referred to him.
 - j. The venue of arbitration shall be at Bangalore and shall be held at such place as may be fixed by the arbitrator in his sole discretion.
 - k. The award of the arbitrator shall be final, conclusive and binding on all parties to this contract.
7. a) The Tenderer if awarded with the contract shall comply with the provisions of the Factories Act 1948, the Payment of the Wages Act 1936, Minimum Wages Act 1948, Employee's Compensation Act 1923, Income Tax Act, Service Tax Act, GST Act, Child labour prohibition Act, ESI Act 1948, PF Act 1952, & any other Acts, Central or State, that may be applicable to him.
- b) The Tenderer shall comply with all statutory requirements, Rules, Regulations, and notifications in relation to employment of his employees issued from time to time by the concerned authorities.



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IN-HOUSE PREPARATION OF CHAPATHI AND RAGIBALL ON PIECE RATE BASIS

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- c) He shall be liable to pay all such sum or sums that may become payable as contribution, compensation, penalty, fine or otherwise under any statutory provisions or which the Management of BHEL may be called upon to pay under the provisions of the above said Acts, to or on behalf of any workmen employed by the Tenderer by an authority empowered under the relevant Act.
- d) Any cost incurred by the management of BHEL in connection with any claim or proceedings under the said Acts, or in respect of loss, injury or damage on account of neglect, imperfect or improper performance of this contract by the Tenderer, his workmen, servants or agents, will be recoverable from the tenderer and any money which may so become payable to the Management of BHEL as aforesaid shall be deemed to be money due under the terms of this contract to the Management of BHEL and may be recovered by the management of BHEL from the Tenderer from his bills or in any other manner.
8. i] In case of award of contract the Tenderer should take independent code numbers under EPF Act 1952 and ESI Act 1948, and shall cover his workmen under the Employees Provident Fund Schemes and Employee State Insurance Act 1948 & show proof of payment of subscription / contributions / Returns to the concerned authorities. Both in respect of ESI / EPF the Tenderer shall obtain necessary declarations forms from his workmen and obtain individual IP nos. and PF nos. and shall furnish to the company necessary proofs for having made remittances of ESI & PF contributions in respect of all his workmen engaged by him. The Tenderer to provide PF pass books to his employees.
- ii] As regards Employees State Insurance Act, the Tenderer shall submit true Photostat copies of the challans of remittance of the contributions (both Employees and Employers) to the ESI Corporation, in respect of the employees engaged in BHEL by him for this work for the relevant period, before any payment is released by BHEL. The Tenderer shall provide ESI membership no./card to each of his employees. The Tenderer shall maintain the prescribed accident book. The Tenderer shall submit Returns to the Authorities and a copy of the same should be submitted to BHEL.
- iii] As regards Employees Provident Fund and Miscellaneous Provisions Act 1952 and rules and regulations and schemes framed there under, he shall be liable to pay employees & employers contribution under the Act in respect of all workmen employed by him for the execution of the contract. For this purpose, he shall indicate the code number obtained by him from the Regional Provident Fund Commissioner and produce the true Photostat copy of the challan receipt of monthly remittance of the contributions made by him. He shall also furnish such returns as are due, under the Act, to be sent to the appropriate authorities and subsequently a copy of the same should be submitted to BHEL. Submission of the documents like book of the A/c etc., as required by ESI/PF authorities' also to be complied with.
- iv) The contractor shall mandatorily obtain suitable/required insurance cover inline with Employees compensation act 1923 as amended time to time for all his contract employees who are not covered under ESI Act, to ensure employees compensation and accidental cover as may be applicable. A documentary proof for the same shall be submitted to BHEL within 15 days from commencement of work. The contractor shall also enclose along with his monthly bill, a valid documentary proof for having taken insurance for his contract employees who are not covered under ESI Act. The above documents are necessary for processing of Bills.
9. This contract arrangement is purely on temporary or ad-hoc basis and it is subject to extension / renewal solely at the option and discretion of the management of BHEL.



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IN-HOUSE PREPARATION OF CHAPATHI AND RAGIBALL ON PIECE RATE BASIS

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10. The management of BHEL shall be at liberty to terminate the contract by issuing a month's notice to the Tenderer without assigning any reason what so ever. As regards unsatisfactory performance or non-compliance with any of the terms and conditions of the contract by the Tenderer, the management of BHEL shall have the right to terminate the contract forthwith without notice and rearrange the balance work through other Agencies at the risk and cost of the Tenderer and under such circumstances, the security deposit paid by the Tenderer shall stand forfeited.
11. The Tenderer shall follow such Acts, Rules & Regulations of the State/Central Government that are in force and that may be framed from time to time. BHEL shall not be responsible for any infringement of the various statutes in force, by the Tenderer.
12. The Management of BHEL shall have the right to withhold payment of, or make recoveries from claims due to the Tenderer in respect of any loss or damage caused or occasioned in respect of the properties of BHEL under the terms and conditions of this arrangement or any payments necessitated due to the infringement of any statutory obligations, by the Tenderer.
13.
 - a. The tenderer shall not transfer or sublet the contract to any one without the prior written approval of BHEL. The tenderer shall either by himself or through a competent person approved by BHEL authorities, perform the said work.
 - b. The tenderer or his authorized agent approved by BHEL shall be in attendance in BHEL premises during service hours, for supervising the work and completing the tasks by adhering to safe methods and safety norms and the tenderer alone shall make payment to the agent performing supervisory work and BHEL will not entertain any claim in this regard. Failure to do shall constitute breach of the terms of agreement.
 - c. For any negligence of the service by the workmen / Supervisor employed by the tenderer, or for any loss or damage caused or occasioned by himself, his supervisor or workmen in respect of the property of BHEL, the tenderer shall be personally responsible and shall make good the loss forthwith.
14. **As notified by BHEL- HR/Welfare Department from time to time, the Tenderer shall pay the wages and other allowances to the contract workers based on their actual attendance. The BHEL payable wages and other allowances as notified by BHEL-HR/Welfare Department as on 25/03/2019 are as follows:**
 - a) **for SSW is Rs.658.81/Day,**
 - b) **for SW is Rs.723.22/day.**
 - c) **Travelling Allowance @ Rs.40/- per day.**
 - d) **Attendance Bonus @ Rs.10/ per day.**

The Contractor will pay Bonus to all the workers with a limit of Maximum Rs.7000/- . All the allowances qualify for ESI. The Wage and attendance bonus shall be accounted for PF deductions. Payment of gratuity under the Gratuity Act and retrenchment compensation under the Act will be the sole responsibility of the contractor. BHEL reserves the right to advise in future the contractor to afford any further welfare facility (over & above the wage rates envisaged along with allowance).

Other statutory wages/allowances like ESI, PF, bonus etc. will have to be paid to all the contract labors by contractors as applicable. While quoting for the piece rates of Ragiball & Chapathi under the contract the tenderer may take into account of all these factors for arriving at firm piece rates. As the piece rates quoted will be firm for the entire period of contract.

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However BHEL reserves the right to advise the contractor in future, to afford any welfare facility (over & above the wage rates envisaged along with allowance) for the employees of the contractor or any increase of Taxes or statutory wages/allowances like ESI, PF, bonus etc.

Payment of gratuity under the Gratuity Act and retrenchment compensation under the Act will be the sole responsibility of the contractor.

15. **The preparation ragiball and chapathi is scheduled in Morning (for all 1st and General shift dining members) and also in the evening (for all 2nd shift dining members). Accordingly the tenderer needs to maintain the attendance of the contract workers for morning and evening. The contractor to ensure that, the wages to the contract workers employed during morning and evening are paid appropriately considering the BHEL payable wages based on their attendance and the same is reflected in the wage register along with the bill.**
16. **The contractor shall pay to his workmen for the 3 National holidays. The EL for the workers will be as per terms of BHEL.**
17. Whenever under the contract, any sum of money shall be recoverable from, or payable by, the tenderer, the same shall be paid by the tenderer on demand. Such amount may also be deducted from any sum then due, or from any sum, which at any time thereafter becomes due to the tenderer under this contract or under any other contract or from his security deposit, in respect of this work or in respect of any other work.
17. Any additional work not covered by the contract will have to be carried out by the tenderer on the request of BHEL on additional payments.
18. The liability for any compensation on account of injury sustained by an employee of the tenderer will be exclusively that of the tenderer.
19. **Completed tender shall be dropped in the Tender Box No-12 situated at “Reception Room” BHEL-EDN, marked “HRM ”, so as to reach us before the due date and time. Offer received after the due date/time may likely to be rejected.**
20. BHEL reserves the right to go for reverse auction at any point of time before opening of Price Bid. BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.
In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit online sealed bid in the Reverse Auction. Non-submission of online sealed bid by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
21. Bids with non-acceptance of reverse auction will be liable for rejection.
22. Opening of Price Bid will be purely at the discretion of BHEL.
23. General Terms & Conditions from Para 1 to 22 in Part I, Administrative Instructions Para 1 to 14 in Part II, Part III, Instructions To Tenderer Para 1 to 14, Annexure I & II and Annexure-A attached to the Tender shall form part and parcel of the contract, along with any other documents specifically mentioned, if any.



TENDERER

FOR BHEL

PART – II
ADMINISTRATIVE INSTRUCTIONS

1. The tenderer shall carry out the work as per the directions and instructions given from time to time in writing by the Management of BHEL and failure to do so shall entail termination forthwith.
2. The persons employed, including temporary hands, shall be free from all type of diseases.
3. The tenderer shall deploy sufficient number of persons for preparation of Ragiball and Chapathi, in order to cover up for absenteeism/Leave of the workers the tenderer shall keep adequate number of extra / Badli workers with PF/ESI numbers.
4. The tenderer shall also provide badges to his employees.
5. If the Management of BHEL engages workers to complete any part or whole of the work as per this contract for any period due to failure of the tenderer to engage adequate number of workers, he has to reimburse to the Management of BHEL the extra cost involved on this account. The extra cost of engaging such workmen by BHEL will be reckoned at the actual rate of wages and statutory payments for the purpose of recovery from the tenderer. There apart, if the tenderer fails to turn out the required number of workers BHEL would be entitled to deduct the amount relatable to such shortage of workers in addition to exercise the right of termination of the contract.
6. Without prejudice to any rights or remedies under this arrangement if the contractor dies, become insolvent or any pauper suit or winding up petition is filed against him, the BHEL shall have the right to terminate this arrangement without any liability whatsoever as regards enlistment of the work for the balance contract period.
7. If any controversy regarding performance of any item of work under the contract, it has to be settled before signing in the register by both parties on the same day. No objection will be entertained after the Tenderer / his supervisor has signed in the register.
8. The tenderer shall pay wages to his workmen as BHEL may advise and not less than at the government prescribed rates. The tenderer shall disburse the wages to his workmen on date as prescribed by the statutory authorities and as per Payment of Wages Act. The Tenderer shall maintain all the records required under the various applicable Acts. These records need to be preserved for a period of at least 8 years and should be made available even after the contract is over for any verification by the statutory authorities / BHEL authorities.
9. The remittances to ESI & PF authorities in respect of workmen engaged for the work shall be done as per Rules. However, a list showing the names of workmen individually and the details of amounts remitted towards their PF & ESI for each month will have to be enclosed to the bill.
10. The tenderer shall comply with the relevant provisions of Factories Act 1948 and other applicable legislations. The tenderer shall furnish necessary returns to the authorities.
11. The Payment will be made on the basis of actual number of chapattis / Ragiballs prepared and on the basis of completion of work as per the scope defined in Annexure I & II. The payment will be made to the tenderer on the basis of the bills submitted by him which has to be duly certified by canteen shift I/C. The bill may be submitted at the end of the month. The payment will be made within minimum of 30 days from the date of submission of bills provided the bill is proper in all respect. The amount will be normally transferred through Electronic Fund Transfer (EFT).
12. The tenderer shall submit returns to the authorities under ESI / PF / CL (R&A) Act, 1970 as applicable or any other legislation regularly and copies of the same with endorsement to be handed over to canteen I/C for the purposes of records.
13. The tenderer shall execute an agreement within 7 days of issue of work order, as per BHEL format containing all the terms and conditions, on a Non-Judicial stamp paper of Rs.300/- The cost of stamp paper to be borne by the Tenderer.
14. The tenderer shall indemnify BHEL against all claims and losses under various labor laws, statutes or any civil or criminal law in connection with the workmen deployed by him.



TENDERER

FOR BHEL

Part – III**GUIDELINES FOR REVERSE AUCTION PROCEDURE**

Against this enquiry for the subject items/system with detailed scope of supply as per enquiry specifications, if BHEL proposes to resort to "REVERSE AUCTION PROCEDURE" i.e., ONLINE BIDDING ON NETWORK, before finalizing the purchase order on technically competent bidders as per the guidelines given below:

1. Reverse auction procedure shall be applicable for 2 part bid tenders only.
2. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate, BHEL will engage the services of a service provider, having network all over the world. The online bidding can be done from the vendor's respective offices on their computers with internet facility or at any of the cyber café, for which services provider's representative will provide all necessary training and assistance before commencement of on line bidding. Training is free of cost.
3. Vendors have to fax the compliance form in the prescribed format (provided by Service provider) before start of reverse auction. Without this, Reverse Auction will not be started. Delay in fixing the above will lead to disqualification.
4. BHEL will send the Auto formulated EXCEL sheet which will help to arrive at "Total Cost to BHEL".
5. Reverse Auction will be conducted on mutually agreed schedule and time.
6. After Reverse Auction is conducted, successful bidder has to FAX the filled- in Excel sheet showing the final value accepted in Reverse Auction with breakup of each element as indicated in SI No.4 above to the service provider within 48 hours of auction without fail.

Note: No Charges are allowed in rate of excise Duty, Sales Tax, Freight, Insurance, GST and Loading factors after auction is completed.

7. After the reverse auction is conducted, the bidder whose price is lowest (total cost to BHEL, after considering all factors as per enquiry including loading factors for deviations to BHEL standard Commercial Terms & conditions), BHEL will process the tender as per BHEL purchase norms. Purchase/work order will be issued without loading factors for deviations.

Note: BHEL will also reserve the right to open the sealed price offer submitted by the vendors for comparison purpose, if deemed necessary, without any intimation to the technically and commercially accepted bidders.

8. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price Bids and Price impacts (if any) already submitted and available with BHEL shall only be opened as per BHEL's standard practice without seeking anymore price impacts on account of BHEL not going for Reverse Auction. Hence please quote your best lowest price in first instant itself.

9. Training by service provider will be given only for the subsequent reverse auction. Training will not be given for a company which has already taken training for the FIRST REVERSE AUCTION conducted by BHEL-EDN, Bangalore.

10. Activities involved in Reverse Auction:

- a) BHEL will inform the vendor in writing, the Service provider's information to enable them to contact & get trained. Along with above information Business rules/policy also will be sent.
 - b) Vendors have to contact Service provider and send Compliance form for having understood Reverse Auction procedure and ready for auction.
 - c) BHEL will send the Auto formulated Excel sheet (blank format without prices) as mentioned in SI No.4 above to the respective vendors.
 - d) Vendors have to fill-in the Excel sheet (provided by BHEL) including loading factors and get ready for reverse auction.
 - e) Date & Time of reverse Auction and Website address will be intimated by Service provider.
 - f) Bid decrement will be indicated in the website after the Sealed bid is over and before start of Reverse auction.
 - g) Vendors will have to key-in the "Total cost to BHEL" (as worked out in the Excel sheet mentioned in SI No.4 above) in the "Sealed Bid" of the Reverse Auction within specified time duration of 20 to 30 minutes. After "Sealed Bid" auction, the lowest bidders value or BHEL's start bid price will be the starting bid value for the commencement of Reverse auction(English Reverse).
 - h) At the end of Reverse auction time (English Reverse), the lowest bidder will be known on the network.
 - i) Successful bidder has to fax filled-in EXCEL sheet showing the final value accepted in the Reverse auction with breakup of each component within 48 hours of completion of the Reverse Auction without altering any of the terms to the service provider. Any alterations will be taken as sabotaging the tender process and will invite disqualification of vendor to conduct business with BHEL for the period of 2 Years.
11. This tender may resort to (Reverse Auction Procedure) that is online bidding on network to finalize the tender on technically and commercially Competent Vendor.

TENDERER
FOR BHEL

DATA SHEET

1. (i)Name of the Firm with Address :
.....
.....
Telephone Number :

2. Name of the Proprietor / Partners /
Directors with Telephone No. : Name Position Tel.No.

:.....
.....
.....

3. Name of the contact person for
the Firm, if any :

Telephone Number :

4. Total number of persons employed:.....
a) Cooks:

b) Other Staff:

5. Number of years of experience in the business:.....

6. What is the PAN NO.....,

GST Regst. NO.....

7.a) PF Code No:.....

b) ESI Code No.....

7. Number of contracts executed in the last 7 years:.....



FOR BHEL

TENDERER

8. Details of contracts executed with PSU / Pvt. Sector etc. with contract value :

Sl.No	Name of PSU / Private Organization	Nature of work	Contract value (Rs)	Duration (No. of years)	Period (from-To)

(Attach separate sheet if necessary)

Please furnish/enclose the copies of the following certificates:

- a) True Copy of IT Returns for the years 2015-16, 2016-17 & 2017-18.
- b) True Copy of PF & ESI Codes allotment letters.
- c) True Copy of Performance Certificate from the Organizations where contracts executed.
- d) True Copy of PAN Card and GST Registration Letter.

We will fulfill all the obligations of the Tenderer and abide by the terms and conditions mentioned in the tender documents and have signed this after understanding the same.

I/We declare that, there was never / is no case 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.

Place:

Signature:

Date:

Name with seal:


FOR BHEL

TENDERER

**INFRASTRUCTURE OFFERED BY BHEL & SCOPE OF WORK
FOR PREPARATION OF CHAPATHI ON PIECE RATE**

01 Facilities Available:

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

02. Raw Materials for preparing chapattis:

- Wheat Flour (Atta) --- (70 -130 Kgs.) for General Shift, (05-7.5 Kgs.) for 2nd shift
- Salt --- To Taste
- Edible Oil --- 15 Kgs. for General Shift, (01-1.25 Kgs.) for 2nd shift

03. Days of Preparation:

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

04. Quantity Required (Approximate):

- a)Every Monday -- Morning (for General Shift) -- Around 2800-3300 Nos.,
- b)Every Wednesday -- Morning (for General Shift) -- Around 2800-3300 Nos
- c)Every Friday -- Morning (for General Shift) -- Around 2800-3300 Nos.,
- d)Every Monday, Wednesday & Friday – In afternoon (for 2nd shift) – Around 200-300 Nos.
- e) And If required (on Tuesday & Thursday for Guests in General shift) -- Around 200- 300 Nos.

05. Delivery Time:

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

06. Other Terms:

- a) The Tenderer shall ensure that required number of persons should be present for the preparation of Chapathis as mentioned above and handover the prepared chapathis to the Stores.
- b) The Tenderer shall ensure that the quantity of raw materials drawn from the stores and the balance unused should be accounted and returned to the stores.
- c) The Tenderer shall ensure that the entire utensils and Preparation area/Work spot are cleaned before and after the preparation by his own men.
- d) The Chapathi to be prepared is dry phulka type. It should be properly baked, not burnt and it should be smeared with very little oil to maintain softness.
- e) The size of each Chapatti (in diameter) should be 6” to 8” and weight should be 25-35 gms.
- f) The quantity will be counted and certified by the authorized persons from Canteen.
- g) The quantity to be prepared may vary depending on the requirement.
- h) The payment will be as per actual quantity prepared and accounted.
- i) **Tentative Manpower requirement for the above said works is around 04 Skilled and 07 Semi skilled category during Morning works and 01 Skilled and 01 Semi skilled during afternoon works.**



FOR BHEL

Agree to & abide by the above
SIGNATURE & SEAL OF TENDERER

ANNEXURE-II

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

01. Facilities Available/Offered:

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

02. Raw Materials for preparation of Ragiballs:

Ragi Flour --- (70 -90 Kgs.)/per day for General Shift, (04-6.5 Kgs.) for 2nd shift
Salt --- To Taste
Kora Cloth --- To cover the prepared Ragiballs

03. Days of Preparation :

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

04. Quantity Required (approximate):

Total Requirement --- Around 1600- 1800 Nos. / day in General Shift
--- – Around 80-130 Nos./Day In afternoon (for 2nd shift)

05. Delivery Time:

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

06. Other Terms:

- a) Required number of persons should be present for the preparation of Ragiballs
- b) The quantity of raw materials drawn from the stores and the balance unused should be accounted and returned to the stores.
- c) The Tenderer shall ensure that the entire cleanliness of the Utensils used and preparation area before and after the preparation.
- d) The Ragiballs should be cooked properly , not sticky and maintain softness. Each ball should weigh around 160-200 gms.
- e) The quantity will be counted and certified by the authorized persons from Canteen.
- f) The quantity to be prepared may vary depending on the requirement.
- g) The payment will be as per actual quantity prepared and accounted.
- h) **Tentative Manpower requirement for the above said works is around 04 Skilled category during Morning works and 02 Skilled during afternoon works.**



FOR BHEL

Agree to abide by the above
SIGNATURE & SEAL OF TENDERER

ANNEXURE-A

PRICE BID FORMAT

For

PREPARATION OF RAGIBALL AND CHAPATHI ON PIECE RATE BASIS

SL No.	FOOD ITEM	QUOTED RATE PER PIECE IN RUPEE BOTH IN FIGURES AND WORDS (Excluding GST)
1	RAGIBALL	
2	CHAPATHI	

Mention the Applicable Tax (GST) here:

Please read all the General Terms & Condition and the clause Sl. no.14, 15 & 16 in page No. 09, 10 & Annexure I & II before quoting for piece rates.

Note: The Bids will be evaluated on the basis of Total Cost (Ragiball & Chapathi together) to BHEL including applicable GST.

DATE:

SIGNATURE OF TENDER

PLACE:

NAME & SEAL



FOR BHEL