

Bharat Heavy Electricals Ltd.
(A Govt. of India Undertaking)
Heavy equipment Repair Plant
Tarna, Shivpur, Varanasi - 221003

Tender Ref: HERP: HR: Canteen:2021-23

Date: 28.04.2021

NOTICE INVITING TENDER**NOTE: INTENDING BIDDER TO PARTICIPATE MAY DOWNLOAD FROM WEB SITES**

Sealed offers in two part bid system are invited from experienced bidders meeting PRE QUALIFICATION CRITERIA as mentioned in Annexure-I, for the subject job by the undersigned on behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document. Issue of tender to any bidder shall not construe that the bidder is considered to be qualified. Following points relevant to the tender may please be noted and complied with.

1.0 SALIENT FEATURES OF NIT:

SL. NO.	ISSUE	DESCRIPTION	
i	TENDER NUMBER	HERP: HR: Canteen:2021-23	
ii	Broad Scope of job	Hiring of canteen services at BHEL, HERP Varanasi	
iii	DETAILS OF TENDER DOCUMENT		
a	Section I	General Terms & Conditions of Contract	Applicable
b	Section II	Special Terms and Conditions of Contract	Applicable
c	Section III	Price Schedule	Applicable
iv	Issue of Tender Documents	1. <u>Sale from BHEL HERP Office:</u> Start: 28.04.2021. Close: 19.05.2021. 2. From the following website: http://www.bhel.com Or http://www.herp.bhel.com Or http://eprocure.gov.in	1.Applicable 2. Applicable
v	DUE DATE & TIME OF OFFER SUBMISSION	Date: 19.05.2021, Time: 14-00 Hrs. Place: BHEL office, HERP, Tarna, Shivpur, Varanasi	Applicable
vi	OPENING OF TENDER	Date: 19.05.2021. 2 hours after the latest due date and time of Offer submission, i.e. 16-00 Hrs Notes: (1) In case the due date of opening of tender becomes a non-working day, tenders shall be opened on next working day at the same time. (2) Bidder may depute representative to witness the	Applicable

		opening of tender.	
vii	EMD	<i>NIL</i>	
viii	SD	<i>As per clause no. 7 of Section I of the NIT</i>	
ix	COST OF TENDER	<i>Zero</i>	
x	LAST DATE FOR SEEKING CLARIFICATION	<i>Date: 19.05.2021 (1200HRS)</i> <i>Along with soft version also, addressing to the contacts given below:</i> <i>Mr. Rajnish Kumar</i> <i>Executive-HR,</i> <i>Phone:9650348188</i> <i>Email – rajnishk19@bhel.in Or</i> <i>Mr. Tanmaya Kumar Das</i> <i>Sr. DGM-HR</i> <i>Phone: 9410395990</i> <i>Email : tanmayakumar.das@bhel.in</i>	<i>Applicable</i>
xi	Latest updates	<i>Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc. to Tender Specifications will be hosted on websites mentioned in Sl. no. iv above and not in any other portal. Bidders to keep themselves updated with all such information.</i>	

2.0 The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them, duly signed & stamped on each page, as part of offer. **Rates/Price including discounts/rebates, if any, mentioned anywhere/ in any form in the techno-commercial offer other than the Price Bid, shall not be entertained.**

3.0 Unless specifically stated otherwise, bidder shall have to deposit any/all payments through EFT in favour of Bharat Heavy Electricals Ltd. Copy of the UTR receipt for each payment shall be enclosed along with techno-commercial offer. Parties shall also intimate BHEL in respect of such transactions through e-mail at rajnishk19@bhel.in/tanmayakumar.das@bhel.in. EFT details of BHEL are as follows:

BANK DETAILS (EFT), BHEL-HERP, VARANASI	
Bank Name	State Bank Of India
IFSC Code	SBIN0000201
Account Number	11103264820
Branch Code	0201
Address	State Bank Of India, Main Branch Kachaheri, Varanasi.
PAN No	AAACB4146P
GST No	09AAACB4146P2ZC

SECTION - I**GENERAL TERMS AND CONDITIONS****1.0 Instructions, Opening of tenders & Pre-Qualification Criteria**

- 1.1 The envelope containing the quotation should be super-scribed as Quotation for "**Hiring of canteen services at BHEL, HERP Varanasi**"
- 1.2 Sealed tenders will be received on behalf of Sr. DGM (HR) in the dispatch section of the office of BHEL-HERP, Varanasi up to **1400 Hrs. (02.00 p.m.)** on **19.05.2021** from participating bidders.
- 1.3 Technical bid of the tenders shall be opened at **1600 Hrs. (04.00 p.m.)** on **19.05.2021** in presence of parties who wish to be present on the occasion.
- 1.4 **Annexure I - Pre-Qualification criteria for the contract**

Sl. No.	Criteria
1	Bidder should have average Annual Turnover of minimum Rs. 21.3 Lakh in the last 3 (three) Financial Years ending on 31-03-2020 & should have positive net worth as on 31-03-2020. Audited balance Sheet and Profit & Loss Account of the Bidder need be submitted for last 3 (three) Financial years, ending on 31-03-2020 in support of this requirement.
2	Bidder should have executed similar work during the last 7 (seven) years, ending on 31.03.2021, value of which should not be less than either of the following: 1 (single) work of value not less than Rs. 57.0 lakhs Or 2 (two) works of value not less than Rs. 35.6 lakhs each Or 3 (three) works of value not less than Rs. 28.5 lakhs each "Similar work" referred above may include Guest House Catering business, restaurant services, cafe, canteen, catering for events and functions, parties or conferences and delivery of cooked ready to eat food or meals. Relevant document i.e. Work order and certificate of completion in support of the above shall be submitted.

2.0 Miscellaneous:

- 2.1 All entries in the tender document should be in one ink. Erasing and over writing shall not be permitted. All cancellations and insertions should be duly signed and stamped by the Bidder concerned.
- 2.2 Bidder shall fill in all required particulars in the tender documents and also sign and stamped each and every page of the tender documents before submitting the tenders.

2.3 Tender should be submitted in **02 (Two)** parts viz.

(1) TECHNICAL BID (refer Clause 03)

(2) PRICE BID (Refer Annexure-C).

Both part of the bid shall be submitted in separate envelopes duly signed & sealed. **Thereafter, all envelopes mentioned above should be sealed in a single outer envelope by the Bidder before submission.** The outer envelope should be super-scribed as Quotation for **"Hiring of canteen services at BHEL, HERP Varanasi"**. Offers must be submitted on or before the due date and time of submission at the below mentioned address:

**Sr. DGM (HR),
HR Department
Bharat Heavy Electricals Limited
Heavy Equipment Repair plant,
Tarna, Shivpur, Varanasi-221003 (U.P.).**

2.4 In quoting the rates the Bidders are advised to take into account all relevant factors pertaining to the scope of the contract. No claim will be entertained on any account at a later date.

2.5 BHEL reserves the right to reject any or all of the tenders, partially or in full, without assigning any reasons thereof.

2.6 In the event of tender being submitted by a partnership firm, the tender must be signed and stamped separately and legibly by each partner or member of firm, or in their absence by the person holding the power of attorney on behalf of the other partners of the firm concerned. Copies of the partnership deed and the power of attorney must accompany the tender.

2.7 Tenders & '**Price BID**' not submitted on the prescribed formats shall be summarily rejected.

2.8 Rate should be quoted in figures as well as in words with respect to each item shown in the attached '**Price Offer**' form and should be submitted in a **separate envelop** super-scribed as '**PRICE BID**'.

2.9 Bidders are required to comply with all the statutory provisions such as PF, ESI, and minimum wages during the complete duration of the contract as may be applicable in respect of execution of terms and conditions of the contract. No reimbursement in respect of the above shall be made. Bidders are also required to comply with the provisions of GST which shall be reimbursed as per applicable clauses of the tender.

3.0 Technical Bid:

Technical bid prepared by the Bidder must contain the following documents in a separate envelope. Tenders will be accepted for further participation only if following documents are deposited as part of Technical bid.

The List of documents to be submitted under Technical bid:

- a) Copy of the proof indicating the nature, Date of establishment and address of the organization.
- b) Copy of a Valid Pan Number.
- c) Copy of Income Tax Return for last 3 financial year ending on **31.03.2020**.
- d) Copy of proof indicating a valid PF/ESI number.
- e) Balance Sheet and Audited Profit & Loss Account of the bidder need be submitted for last 3 (three) Financial years, ending on **31-03-2020**.
- f) Copy of registration papers under GST Act or if exempted, the proof of same shall be enclosed.
- g) Copy of Certificates for experience in providing services required as per Pre-qualification criteria.
- h) No Deviation Certificate – Annexure ‘A’
- i) A complete bid form duly signed and stamped as per Annexure ‘B’.

4.0 Earnest Money Deposit

- 4.1 There is no provision for EMD in the bid document; however the bidder shall duly fill the BID security declaration (as per Annexure “D”) along with tender documents.
- 4.2 The validity of the bids shall be for **90 days** after the date of technical bid opening. Incomplete offer(s) will be rejected.
- 4.3 If a bidder withdraws his/her services after submission of tender and/or if after acceptance of his/her tender, fails to start the work in accordance with the instructions, **they shall be suspended for period of four (04) years from participating in any bid in future.**

5.0 PRICE BID

- 5.1 The Bidder shall quote his rates in the prescribed ‘**PRICE OFFER**’ form in a separately sealed envelope. This will be opened only in case of fulfilment / qualification of the Bidder with respect to clause 3 (Technical Bid) above.
- 5.2 The contract shall be awarded to the qualified L-1 Bidder. **L1 bidder shall be decided on the basis of lowest overall gross amount of the price bid. Bidders have to quote discount/Premium in percentage against BHEL Estimated Expenditure mentioned in the price bid.**

e.g. Bidder “A” quoted a discount of 1.5% of Estimated expenditure of an amount of Rs. 36,66,000.00 so overall gross amount quoted by Bidder “A” will be 36,11,010.00 and accordingly amount against each category will be automatically calculated by multiplying quoted percentage with rates in each category.

Similarly, if Bidder “B” quoted a premium of 1.5% of Estimated expenditure of an amount of Rs 36,66,000.00 so overall gross amount quoted by Bidder “B” will be 37,20,990.00 and accordingly Rate against each category will be automatically calculated by multiplying with each category rate with quoted Discount/Premium percentage

To Evaluate New rates of each category: -

1) For discount 1.5% multiply by 0.985 with individual category rates mentioned in Column (2).

2) For Premium 1.5 % multiply by 1.015 with individual category rates mentioned in Column (2).

If two or more bidder quoted same lowest L1 value then all the concerned parties will be called for negotiation to get the lowest value and order will be awarded to the lowest bidder.

5.3 A tentative quantity against each item of the price bid has been considered for the purpose of calculating the contract value. However, billing quantity shall be as per actual.

5.4 **The rates/amount quoted shall remain firm for the entire duration of the contract** and no price variation clause for any reason whatsoever shall be entertained.

5.5 Only those bidders who have quoted for all the services shall be considered. In price offer, part quoting of services shall lead to rejection of price offer of tender.

6.0 Validity of Contract:

6.1 **The contract will be valid for a period of 02 (Two) years** from the date of its commencement and may be extended for further period(s) by mutual consent.

6.2 Price quoted/agreed upon negotiation shall remain firm for the entire period of contract.

6.3 All payment of salaries / compensation to the canteen staff (1 skilled and 6 unskilled) shall be borne by the BHEL.

6.4 Payment for fuel (LPG gas cylinders) shall be borne by the BHEL as per the actuals.

7.0 Security Deposit

7.1 An amount equal to **3 % of the awarded contract value** shall be deposited by the contractor as security deposit towards fulfilment of any obligations in terms of the provisions of the contract.

7.2 Security Deposit amount shall not carry any interest and may be furnished in the following forms:

(i) By EFT.

(ii) Fixed deposits, NSC, Kisan Vikas Patra duly pledged and discharged in favour of BHEL. Subject FDR should bear its auto renewability clause/feature.

(iii) Bank Guarantees from any scheduled Bank in the format approved by BHEL. The validity of Bank Guarantees towards Security Deposit shall be initially up to the completion period as stipulated in the Letter of Intent/Award + 3 months, and the same shall be kept valid by proper renewal till the acceptance of Final Bills of the Contractor, by BHEL.

It may be recovered @ 10% from running Bills. However, in such cases at least 50% of the Security Deposit amount should be deposited before start of work and the balance 50% to be recovered from running bills.

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.

7.3 The successful Bidder(s) shall, within Seven (7) days of the receipt of LOI by them, deposit with the Finance Department of BHEL, HERP, Tarna, Varanasi, the Security Deposit amount to be computed as specified in clause 7.1 above.

- 7.4 The security deposit will be retained by BHEL for full term of the contract as security for due fulfilment of the contract and it shall not attract any payment of interest.
- 7.5 Without prejudice to any other rights of BHEL under provision of these document or tender or any other law for the time being in force, the security deposit and any other amount securing to the contract and any amount payable to the party shall be liable for forfeiture in the event of the party violating any of the conditions of the contract and/or to be set off against any damages or expenditure incurred by BHEL on account of omission and commissions by the party(s).
- 7.6 Format of bank guarantee for SD shall be provided to successful bidder.

8.0 Payment:

- 8.1 The bills for the work/service completed in all respect shall be presented to the Human Resource Department of BHEL, HERP, Varanasi once in every month.
- 8.2 The bills shall be supported with all required documents pertaining to the claim.
- 8.3 Due payment will be made through EFT mode only within one month of submission of bills completed in all respect by the party for which details of Bank Account, IFSC code of the contractor's bank shall be furnished by them to BHEL, HERP, Varanasi. Payment shall be made only at the agreed rates.
- 8.4 All other costs whatsoever must be borne by the contractor.
- 8.5 The Vendor should submit two copies of the bill complete in all respect to BHEL for payment once in every month and BHEL shall pay the basic value of the said bill after necessary checking **within 30 working days** from the date of receipt of the bill at BHEL, HERP Varanasi. However, the payment of GST shall be made as per the clause no. 24 of the special terms and condition.
- 8.6 Clarification required, if any, on the bill submitted by contractor/supplier/service provider shall be sought by BHEL in one go within 7 days from the date of submission of the bill. Payment of the bill as per clause 8.5 shall be made only after receipt of clarifications. Time taken by contractor/supplier/service provider in providing clarification will not be counted within 15 days mentioned in previous clause for calculation of payment due date.

9.0 TAXES AND OTHER DUTIES:

- 9.1 Goods and Service Tax (GST) for the execution of the contract shall be payable extra as per prevailing rate.
- 9.2 New taxes and duties, if imposed subsequent to the due date of offer submission by statutory authority during contract period (including extension if the same is not attributable to you) shall be reimbursed by BHEL on production of relevant supporting documents to the satisfaction of BHEL. However, you shall take prior approval from BHEL before depositing new taxes and duties.

10 Responsibilities of the contractor and compliance with applicable Labour Laws:

- 10.1 The contractor is liable to abide by all necessary licenses / permissions from the concerned Authorities as provided under the various labour legislations.
- 10.2 The contractor shall have his own PF code no. with the RPFC as required under employee PF& Miscellaneous Provisions Act, 1952.
- 10.3 The contractors shall periodically submit the Challans / receipts / proof for the depositing PF Contribution with RPFC.
- 10.4 The contractor is required to obtain labour license under the provisions of Contract Labour (R&A) Act, 1970 from the office of ALC (Central), Ministry of Labour, Govt. of India.
- 10.5 The contractor shall discharge obligations as provided under various statutory enactments including the employees' provident fund and Miscellaneous Provisions Act, 1952, Contract Labour (R&A) Act, 1970, Minimum Wages Act, 1948, Payment of wages act 1936, Workman compensation act and other relevant acts, rules and regulations enforced from time to time.
- 10.6 The contractor shall be responsible for the payment of wages and other dues to the personnel, if any, deployed by him least by 7th day of the subsequent month, which shall be reimbursed by BHEL on production of proof of payment.

11.0 Extension and Termination of the Contract:

- 11.1 The contract may be extended on the same rate and terms & conditions for further period(s) by mutual written consent.
- 11.2 After award of contract, if the Bidder on whom the contract is awarded fails or neglects or refuses to observe / perform any of the terms and conditions / obligations under the contract, BHEL may without prejudice to their other rights under the contract, terminate the contract without assigning any reason thereof and without any notice and recover from the party(s) any damages suffered by it on account of the failure, neglect, refusal, violation or any part thereof including the amount by which the cost of completing the work left by any other agency shall exceed the amount under this contract.

12.0 Closing of Contract:

The Contract shall be considered completed and closed, upon completion of provision of services as specified in the contract document / BOQ & contractual obligations of the contractor fulfilled as per BHEL's requirement, after settlement of final bill and furnishing of No Claim Certificate in Non judicial stamp paper and Indemnity Bond in Non judicial stamp paper for compensating BHEL against third party liability for labour and all other statutory levies to Government agencies as well as , indemnifying M/s BHEL against all claims and demands including other govt. dues viz. EPF/ESI and all other dues/deductions from BHEL in regards to issued work order.

13 **Reverse Auction:**

Reverse auction: “BHEL reserve the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in **non-consideration of their bids**, in case BHEL decides to go for RA.

Those bidders who have given their acceptance to participate in RA will have to necessarily submit “**process compliance form**” (to the designated service provider) as well as “online sealed bid” in the Reverse Auction. Non Submission of “**process compliance form**” or ‘online sealed bid’ by the agreed bidder(s) will be considered as tempering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/contractors (as available on www.bhel.com).

The bidders have to necessarily submit online sealed bid less than or equal to their envelop sealed price bid already submitted to BHEL along with the offer. The envelop sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelop sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.

If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelop sealed bid for any item(s), the vendor will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/contractors (as available on www.bhel.com).”

As a reminder to the bidders, the system will flash following message (in red Colour) during the course of ‘online sealed bid’. “Bidders to submit online sealed bid less than or equal to their envelop sealed bid already submitted to BHEL”.

14 **Force Majeure:**

- (i) “Force Majeure” means an event beyond the control of the contractor and not involving BHEL’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of BHEL either in its sovereign or contractual capacity, wars or revolution, floods, epidemics, quarantine restrictions and freight embargoes and/or other unforeseen events.
- (ii) If a force majeure situation arises, the contractor shall promptly notify BHEL in writing of such conditions and the cause thereof. Unless otherwise directed by BHEL in writing, the contractor shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternatives means for performance not prevented by the force majeure event.

15 Resolution of disputes:

All disputes claims or actions arising out of/under or in connection with the contract shall be subject to the exclusive jurisdiction of the courts having jurisdiction over BHEL, Varanasi.

16 Arbitration:

All questions/interpretations regarding subject matter of the contract shall be decided by the contractor on the request of the BHEL and the decision of the BHEL shall be final.

1. In case of dispute, steps shall be taken by the parties to the contract to settle the same through negotiations.
2. In case, dispute is not settled in negotiations, it shall be referred to conciliator appointed by the competent authority of the BHEL. The conciliation proceedings with respect to a dispute as defined in the BHEL conciliation scheme, 2018 and subsequent revisions can be initiated under the scheme at any stage whether before, during or even after the commencement of arbitration proceedings or litigation before courts.
3. In case dispute is not settled in conciliation proceedings, the same shall be referred to arbitration as per corporate guidelines of the BHEL and the arbitration proceeding shall be conducted as per provisions of the arbitration and conciliation act, 1996 read with corporate guideline as amended from time to time.
4. The Contractor shall continue to perform the contract, pending settlement of dispute(s).

- 17. Jurisdiction:** All disputes or differences arising out of or in connections with the contract shall be subject to the exclusive jurisdiction of the court at Varanasi (UP) only.

18 BHEL Fraud Prevention Policy:

The bidder along with its associate/collaborators/sub-contractors/sub-vendors/consultants/service providers (as applicable) shall strictly adhere to BHEL Fraud Prevention policy displayed on BHEL <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

SECTION - II

SPECIAL TERMS & CONDITIONS

1. The work to be carried out under this order, except as otherwise provided, includes purchase and use of all raw materials, resources, working hand to be engaged for execution of work etc. which are required for preparing and providing Lunch, Dinner, Tea, Snacks etc. and other services as per the menu and in the manner approved by Bharat Heavy Electricals Limited at their Unit: Heavy Equipment Repair Plant located at Tarna, Shivpur, Varanasi (UP) herein after referred to as BHEL.
2. The contractor, hereinafter referred to as the 'Party' has to prepare the Lunch, Dinner, Tea, Snacks, etc. by LPG system. The gas bank and burners along with (08) Eight nos. empty commercial gas cylinders will be provided by the Company (BHEL). **The cost of filling the LPG cylinders required from time to time will be reimbursed on submission of payment receipt. The filled LPG cylinders have to be arranged by the party. Gas cylinder should be commercial gas of 19 kg. Payment against Commercial Gas cylinder will be made by submission of original gas receipt verified and stamped by Security Supervisor on the same date.**
3. Kitchen facilities, Canteen halls, Furniture, Dining Table & Benches, Lunch trays of Stainless Steel, Stainless Steel Tumblers, Stainless Steel water jug, Water Cooler, Stainless Lunch/Dinner plates, Stainless Steel Tea containers etc. shall be provided by BHEL, and party shall be fully responsible for the proper custody and maintenance of these items. **In case if any item handed over to the party is lost or damaged, they shall make proper arrangement to replace the lost/damaged items at their own cost.**
4. Arrangement for cleaning the Kitchen, along with cooking system, Utensils, service of Lunch / Dinner, Tea, Snacks, etc. shall be arranged by the party at their own cost.
5. All raw material for cooking / service i.e. Rice, Flour, Dal, Oil, Vegetables, spices and all other ingredients will be purchased by the party at their own cost and quality of the same shall be got checked and verified by the representative of Canteen Committee of BHEL. The party will always maintain a stock of raw material to be used for cooking the food, snacks, sweets, tea etc. **equivalent to 15 days' requirement.**
6. All raw material to be procured for use in the BHEL canteen shall be as per standard specified at 'Note' in the price offer form and shall be checked at the Main Gate of the factory premises by the Security Supervisor / Guards. Any material found defective or not as per standard will be rejected by them; subsequently, it shall be taken back by the party for replacement as per standard specified above. No compromise on the same shall be permitted at any stage by BHEL.
7. The balance/left over quantity of each item after distribution of lunch/dinner, tea, snacks etc. **will be taken back by the party every day and disposed off** as per their convenience and at their cost. These items are not to be re-used by the party for serving it again in BHEL canteen.

8. In case of complaints about quality and / or quantity of food, snacks, tea etc. and on checking the quality and / or quantity is found below standard / norm or poor on any day, a penalty, at the sole and exclusive discretion of BHEL, may be imposed on the party which may extend up to 100% of the cost of the item(s). This will also apply in case the size, weight and the quantity, if found less on any day. The security deposit money may also be forfeited On recurrence of the same.
9. In case of quality of the food, snacks, tea and sweets etc. is not found up to the specified and desired standard despite repeated warnings the contract may be terminated by BHEL without serving any advance notice. Thereafter BHEL will have the right to engage a suitable agency at the risk and cost of the party.
10. No work under this work order shall be assigned or sub-let without the previous written approval of BHEL.
11. **The party shall be responsible for care and safe custody of BHEL's property like Kitchen Utensils, Kitchen equipment, Electrical installations, utensil, fixtures, canteen area etc. entrusted to them.**
12. The party shall indemnify BHEL against all claims arising out of his negligence or misconduct including those of the hands engaged by him for execution of this work order.
13. The party shall get all his personnel medically checked-up prior to their engagement for due performance of the contract. A certificate to this effect shall be submitted by the party. During the tenancy of the contract the party will get all personnel engaged by them medically checked up every six months. The expenditure on this account shall be borne by the party and no reimbursement of any sort shall be made by BHEL to the party.
14. Supply of lunch, dinner snacks, tea, sweets etc. and its services will be done on every working day in all shifts. Shift timings are as under:
 - (i) **'A' Shift** - **06.00 a.m.** to **02.00 p.m.**
 - (ii) **General shift** - **08.00 a.m.** to **05.00 p.m.**
 - (iii) **'B' shift** - **02.00 p.m.** to **10.00 p.m.**
 - (iv) **'C' shift** - **10.00 p.m.** to **06.00 a.m. (Following day)**
15. **Canteen Menu (Lunch/Dinner/Tea/Snacks/Sweets) is as per details below: -**

1.	Lunch/Dinner for All (Monday to Saturday)	Menu - A	a) Roti (3 nos.) - Wheat flour 150 grams b) Vegetable Dry (According the weekly menu) c) Dal – 1Kg (Raw) for 20 persons d) Rice - 100 grams.
2.	Snacks/Namkeen (As per the weekly menu)	Menu - B	Samosa (01 piece) /Aalo Chop (01 piece)/Mathri (02 piece)
3.	Tea	Menu - C	01-One kg. Milk to be used for 20 cups of tea
Any change in menu will require the prior approval of the competent authority of BHEL, HERP Varanasi.			

16. The existing schedule for service of Lunch / Dinner, Tea, Snacks are as under:

Sl. No.	Shift	Type of Service	From	To
1	A	Tea with snacks	07.45 am	08.00 am
	A	Lunch	10.30 am	11.00 am
	A	Tea with Mathri	12.45 pm	01.00 pm
2	B	Tea with snacks	03.45 pm	04.00 pm
	B	Dinner	06.30 pm	07.00 pm
	B	Tea with Mathri	08.45 pm	09.00 pm
3	General	Tea with snacks	09:30 am	09:45 am
	General	Lunch	12.00 am	01.00 pm
	General	Tea with Mathri	02.30 pm	02:45 pm
4	C	Tea with snacks	11.45 pm	12.00 Midnight
	C	Tea with snacks	02.30 am	03.00 am
	C	Tea	04.45 m	05.00 am

17. BHEL shall have a right to terminate the contract and / or impose penalty but not restricted to them on the following condition also:
- Any discrepancy noticed in the operation of the contract leading to immediate termination of the contract.
 - The time of service should be strictly as per time schedule at Sl.No. 16 above. Failure to adhere to the time of service indicated therein may invite a penalty of Rs.100/- (Rupees one hundred only) for every 15 minutes of delay such service.
 - If the contractor fails to provide his service on any day(s) on account of any reason attributable to the contractor, **BHEL shall make alternative arrangement at the risk and cost of the party along with 15 % overhead charges.**
18. The rate as per 'Price Offer' will be firm for the initial period of **02 (Two) years** of the contract and also during the mutually extended period of the contract if any.
19. The party will be responsible for the good conduct of the working hands engaged by them for execution of the contract. The hands engaged should always wear proper & clean dress. Any misbehavior during the service of food etc. by the party or his personnel will be viewed seriously and action as deemed fit and proper will be taken by BHEL.
20. The party will be responsible for the items handed over to him for purpose of serving meals. The party shall be solely responsible for any shortage and/or damage in such items for whatever reasons and the cost of the same will be recovered from party on current market rate.

21. The party shall keep insured his personnel against accident etc. during the tenure of the contract at his own cost. They shall be required to submit the copy of Insurance policy that shall cover all liabilities under the Workmen Compensation Act, 1923.
22. The party shall maintain the equipment and utensils provided in the Kitchen and Dining Hall including the Kitchen and Dining area in proper hygienic condition by regular cleaning and use of cleaning materials and detergents.
23. The contractor shall duly comply with all labour Laws, Acts, Rules and regulations framed there under, if applicable, in force from time to time and shall keep BHEL indemnified against all penalty claims and liabilities of any kind for any violation of such Acts, rules and regulations.
24. GST will be payable extra on compliance of following conditions:
 - i. GST invoice should contain address, GST No. and PAN No. of BHEL as well as of contractor. Description of service, GST rate and amount should be indicated in the invoice.
 - ii. Two copies of GST invoice should be provided.
 - iii. Declare such invoice in his GSTR-1 Return for the month of providing the service.
 - iv. Payment of GST to statutory authorities within prescribed time.

In case GST credit is delayed/denied to BHEL due to non or delayed receipt of invoice or expiry of prescribed timeline prescribed in GST Law for availing such credit or any other reason not attributable to BHEL, GST amount shall be recovered from the contractor along with interest/penalty leviable on BHEL.

In case, contractor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST Law, GST amount paid by BHEL towards such credit reversal shall be recovered from contractor along with interest/penalty levied/leviable on BHEL.

25. If at any time, any question, disputes or differences on matters connected with his work contract arises; the same shall be referred to arbitration of a person to be nominated by the General Manager, Bharat Heavy Electricals Limited, Unit: Heavy Equipment Repair Plant, Tarna, Shivpur, Varanasi. Decision of the arbitrator shall be final and binding on the parties, subject to provisions of the Arbitration Act 1996 and rules made there under and all amendments to the said Act and Rules.
26. BHEL will have the right to terminate the contract immediately at any time without assigning any reason thereof.
27. The general conditions of the contract of BHEL also apply to this contract agreement to the extent they are not inconsistent with any of the conditions stipulated herein.
28. The contractor should be registered with the appropriate authorities, necessary proof(s) of which should be produced prior to the awarding of contract failing which the contract shall not be awarded under any circumstances.

29. Parties should be registered/bonafide having a valid contact phone number (Landline and/or Mobile and E-mail ID).
30. Any deviation with ulterior motive/manipulation of any sort during the tenancy of the contract shall be considered as a breach of contract and the same will be liable for cancellation immediately without any advance notice.
31. The charges on account of income tax, other duties and taxes etc. as far as the operation of this contract is concerned shall be borne by the Contractor. **However, reimbursement of amounts on account of payment of GST, as applicable, will be made to the Contractor after submission of proof of payment of tax including duly incorporating the GST registration number.**
32. Electricity required for execution of the contract shall be provided free of cost. No deduction against electricity charges used within the plant premises shall be made.

Annexure 'A'**NO DEVIATION CERTIFICATE**

To,
Sr. Dy. GM (HR)
Bharat Heavy Electricals Ltd.
Tarna, Shivpur
Varanasi

Sub: Quotation for “**Hiring of canteen services at BHEL, HERP Varanasi**”

Dear Sir,

This is to inform you that we have not taken any deviation from any of the terms and conditions mentioned at **Section: I - General Terms and Conditions** and **Section: II - Special Terms and Conditions**, of the tender documents while quoting the rates for the tender for **Hiring of canteen services at BHEL, HERP Varanasi**.

All the terms and conditions mentioned at **Section-I** and **Section-II** of the tender document no. TENDER NO.: HERP: HR: Canteen: 2021-23 dated 28 .04.2021 are acceptable to us.

Thanking you,

Yours Sincerely

Signature seal and address of the party

Annexure 'B'

To,
Sr. Dy. GM (HR)
Bharat Heavy Electricals Limited,
HERP, Tarna, Shivpur
Varanasi-221003

Dear Sir,

Having examined the Bid Documents, the receipt of which is hereby duly acknowledged, we the undersigned, submit our offer for services for '**Hiring of canteen services at BHEL, HERP Varanasi**' in conformity with the said Bid documents in accordance with the schedule of prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to provide such services by 01.06.2021 as specified in the Bid document.

We agree validity of all Terms and Conditions of this Bid for a period of 90 (Ninety) days from Technical Bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your Letter of Intent/notification of award, shall constitute a binding contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the Laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988", if we are found involved, in any manner, in Bid pooling or Law against fraud and corruption my/our firm may be black listed.

Further we certify that our organization is not blacklisted by any Govt. Dept./Govt. Of India Undertaking/Autonomous body etc.

Thanking you,

(Signature)
Name & Seal of the Firm

Place: _____

Date: _____

Section-III

Annexure C					New Rates for each Menu category
Price Bid					
<u>Items to be supplied as per menu Specified in NIT Section II Clause No. 16</u> (1)		BHEL Estimated Rate Exclusive of GST (Rs.) (2)	<u>Quantity (No.)</u> (B) (3)	Total Amount	
	Menu - 'A'	Rs. 25	46,800 (Avg. Qty. for 24 month)	11,70,000	Rates in each Menu category will be automatically derived after multiplication with Quoted Discount/Premium to BHEL Estimated Rates in that category
	Menu – 'B'	Rs. 4.	312000 (Avg. Qty. for 24 month)	12,48,000	
	Menu – 'C'	Rs. 4	312000 (Avg. Qty. for 24 month)	12,48,000	
	Estimated Expenditure for 24 months (Z)			36,66,000.00	
	Discount/Premium** has to be Offered on total Estimated Expenditure value i.e. on “Z” (Y)			In terms of percentage (%) _____ (in words _____)	
	After quoting Discount/Premium percent – Final Gross value will be:- (X)			Rs (_____) In Words (_____)	

** In terms of percent: - Discount has to be write with “–” **sign** and premium has to be write with “+” **sign**.

(Signature & Seal of Party)

The contract shall be awarded to the qualified L-1 Bidder. **L1 bidder shall be decided on the basis of lowest overall gross amount of the price bid. Bidders have to quote discount/Premium in percentage against BHEL Estimated Expenditure mentioned in the price bid.**

e.g. Bidder “A” quoted a discount of 1.5% of Estimated expenditure of an amount of Rs 36,66,000.00 so overall gross amount quoted by Bidder “A” will be 36,11,010.00 and accordingly amount against each category will be automatically calculated by multiplying quoted percentage with rates in each category.

Similarly, if Bidder “B” quoted a premium of 1.5% of Estimated expenditure of an amount of Rs 36,66,000.00 so overall gross amount quoted by Bidder “B” will be 37,20,990.00 and accordingly Rate against each category will be automatically calculated by multiplying with each category rate with quoted Discount/Premium percentage

To Evaluate New rates of each category: -

1) For discount 1.5% multiply by 0.985 with individual category rates mentioned in Column (2).

2) For Premium 1.5 % multiply by 1.015 with individual category rates mentioned in Column (2).

If two or more bidder quoted same lowest L1 value than we will call for negotiation to get the lowest value and order will be awarded to the lowest bidder.

Note		
Sno.	Item	Brand
1.	Salt	Tata or Annapurna
2.	Spices	MDH or Ashok or Everest or Catch.
3.	Oil (mustard)	Saloni or Engine or Fortune (Mustard, Refined and Vegetable oils should not be reused for cooking purpose)
4.	Atta	Ashirwad or Fortune or Nature fresh
5.	Tea	Tata or Brooke Bond or Lipton
6.	Besan	Rajdhani or Shaktibhog
7.	Dal	Rajdhani or any other brand of good quality.
8.	Rice	Jeera battis or basmati or any other brand of good quality.
9.	Oil (vanaspati)	'Dalda' or 'Sunflower' or 'Rath' or 'Ruchi No.1 (Mustard, Refined and Vegetable oils should not be reused for cooking purpose)
10.	Milk	Amul or Sudha or Mother Dairy.

 (Signature & Seal of Party)

Annexure 'D'

BID Security Declaration

To,

Sr. DGM (HR),
Bharat Heavy Electricals Ltd.,
Tarna, Shivpur,
Varanasi.

Sub: Quotation for **"Hiring of canteen services at BHEL, HERP Varanasi"**

Dear Sir,

This is to inform you that, if we withdraw or modify our bid during the period of validity of the tender, we will be suspended for the period four (04) years as specified in the tender documents.

Thanking you,

Yours Sincerely

Signature seal and address of the party