



भारत हेवी इलेक्ट्रिकल्स लिमिटेड Bharat Heavy Electricals Limited

Tender No. AA: GAX:21:CS:301

Dated: 06.12.2021

Due Date: 13-12-2021 by 14:30 Hrs.**Sub: Tender for In-house Catering Services at BHEL House.****Dear Sir (s),**

Quotations are invited in sealed cover with Enquiry No., Enquiry Date and Quotation Due Date and date of submission legibly super-scribed on it, for the under mentioned Scope subject to acceptance of the enclosed Terms and Conditions. The quotation should reach in the office of the undersigned by 14:30 Hrs. on or before the due date.

Description / Instructions

- Catering Services for BHEL Office** (Annexure-A)
- Part-I: Techno-Commercial – Terms & Conditions (Annexure-B)
- Part-II / Price & Unpriced Bids (Annexure-C1 to C8)
- No Deviations Certificate (Annexure-D)
- Details of Business (Annexure-E)
- Bidder's Details (Annexure-F)
- Declaration reg. non-banning (Annexure-G)
- NEFT Format (Annexure-H)
- Technical Details (Annexure-I)
- Certificate by CA (Annexure-J)
- Checklist (Annexure-K)

IMPORTANT INSTRUCTIONS:

- Bidders must go through all these Annexures carefully before submitting the bid.
- Offers should be submitted in Two Parts as described in Annexure-A.
- The percentages must be quoted in the enclosed Price Format only.
- Price Bids will be opened for the technically & commercially acceptable parties ONLY.

Quotations (Part-I & Part-II) to be submitted in separate sealed envelopes put together in one sealed envelope, in the tender box at Back Gate Security Check, BHEL House, Siri Fort, New Delhi-110049, on or before the Due Date and Time. BHEL will not be responsible for any delay in receipt of tender(s), sent by post / courier. All corrigenda, addenda, amendments, time extension, clarifications, etc. to the tender will be hosted on website <http://www.bhel.com> and <http://eprocure.gov.in/cppp/> only. Bidders should regularly visit website to keep themselves updated. Any clarification regarding NIT, if required, should be sought from the undersigned before the tender due date.

The Part-I offers of the parties, shall be opened on the due date of submission at **15:00 Hrs.** in the presence of authorized representatives of the parties who wish to be present. In case the Part-I bid opening is re-scheduled, the same shall be intimated by the tender issuing authority.

Thanking you,

for & on behalf of BHEL
New Delhi
(Meena Thakran)
Dy. Manager (HR-GAX & ISMG)
Off: 011-6633 7401/9625062397
Email: meenat@bhel.in

Annexure-A

Subject: In-house Catering Services for BHEL Office

Dear Sirs,

BHEL intends to empanel service providers / restaurants for providing the following catering services to BHEL Corporate Office and Power Sector located in BHEL House, Asian Games Village, Siri Fort, New Delhi-110049:

- i) **Category-A:** Packed lunch / dinner Vegetarian (North Indian / Continental)
- ii) **Category-B:** Packed lunch / dinner Non-Vegetarian (North Indian / Continental)
- iii) **Category-C:** Buffet / Sit-down Services Vegetarian & Non-Vegetarian (North Indian)
- iv) **Category-D:** South Indian Food (Veg. Packed lunch / dinner & Veg. Buffet lunch / dinner)

For sit-down arrangements, BHEL guarantees payment for a minimum of 15 (fifteen) persons. For buffet arrangements, BHEL guarantees payment for a minimum of 20 (twenty) persons.

1. **Additional Information:** For your information, approx. business volume for two years contract period would be as follows:

a. Category-A (Packed Veg. Lunch / Dinner)	- Rs. 13.16 Lakhs
b. Category-B (Packed Non-Veg. Lunch / Dinner)	- Rs. 1.89 Lakhs
c. Category-C (Buffet & Sit down)	- Rs. 20.71 Lakhs
d. Category-D (Packed & Buffet South Indian Food)	- Rs. 6.87 Lakhs

Note: Based upon our past experience, the quantum of business is indicative ONLY and may increase or decrease as per actual requirement of BHEL.

2. **Contract Period:**

Initially, for a period of two (02) years or any extended period, as may be mutually agreed in writing. The rates quoted by the parties shall remain firm during the tenure of the contract including the extended period, if any.

Splitting the Business:

BHEL intends to form a panel by engaging more than one party (max. two parties for each of the category shall be preferred). It shall counter offer the lowest %age in each category of services to all the parties and depending on bidders' acceptance a panel would be formed. For empanelment, the rates / percentages of L1 bidder shall be offered to the bidder next in rank (after Price-Bid opening), for acceptance.

4. **Validity of the Offer:** The offer shall remain valid for a period of 120 days from the date of opening of Part-I Bids or 90 days from the opening of Price Bids, whichever is later.



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5. **BID SUBMISSION**

Bids shall be submitted latest by 14:30 Hrs. on or before the due date, in two parts as follows:

PART-I: TECHNO-COMMERCIAL BID This part shall contain the following:

- a. Complete tender document in all respects duly signed & stamped on each and every page by the authorized signatory of the bidder as a token of acceptance of all the terms and conditions of tender.
- b. Part-I: Techno-Commercial – Terms & Conditions (Annexure-B)
- c. All requisite documents as per PQR at S.No.2, Annexure-B.
- d. Un-Priced Format with all percentages wherever quoted to be replaced with the word 'Q' (i.e. Quoted) and the percentages wherever not quoted to be replaced with 'NQ' (i.e. Not Quoted) in the Un-Priced Bid (Annexure-C1 to C4). **No rates shall be quoted in the Part-I Bid.**
- e. No Deviations Certificate: The bidder generally should accept all terms and conditions of the tender unconditionally. Deviations, if any, shall ONLY be indicated in this certificate or else they shall not be considered. BHEL reserves the right to accept/reject any deviation. (Annexure-D)
- f. Details of Business (Annexure-E)
- g. Bidder's Details (Annexure-F)
- h. Declaration reg. non-banning (Annexure-G)
- i. NEFT Format (Annexure-H)
- j. Technical details (Annexure-I)
- k. Certificate by CA (Annexure-J)
- l. Checklist (Annexure-K).

PART-II: PRICE BID

Part-II shall contain **Percentages only** as per Price Bid Format (Annexure-C5; C6; C7 & C8) and should not contain any technical details and / or Commercial Terms & Conditions. Any technical details and / or Commercial Terms & Conditions, if found in this part shall be ignored as the same are supposed to be contained in Part-I only as indicated above.

This part shall be submitted in a Sealed Cover with bidder's Seal super-scribed with correct Enquiry No., due date of opening and '**Part-II: PRICE BID**'. **Percentages** shall **be quoted** both in **words and figures** for the applicable category of services.

IMPORTANT NOTE: No additional documents shall be submitted with Part-I and Part-II bid other than the documents enlisted above for both bids. Ordered / indexed / numbered bids are expected from all the bidders. Additional documents if found any, shall not be considered for evaluation purpose.

6. The Price Bid of Techno-Commercially acceptable / qualified bidders shall ONLY be opened. The date of opening of Part-II Bid i.e. Price Bid shall be intimated separately. Techno-commercially acceptable bidders may be requested to demonstrate their services (which they have quoted against) if desired by BHEL.
7. **Security Deposit (SD):** Successful service providers / service providers shall be asked to deposit a SD amount, which shall be 5% of the approx. estimated total contract value awarded.

At least 50% of the required SD, including the EMD, shall be deposited before commencement of work & can be deposited in one of the following forms:



Modes of deposit:

- 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)

The balance SD can be recovered from the running bills at the rate of 10% (of SD) on monthly basis.

8. BHEL reserves the right to accept / reject any or all bids without assigning any reason.
9. Bidders are advised to study all the tender documents carefully. Any submission of tender by the bidder shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implications thereof. Should the bidders have any doubt about the meaning of any portion of the Tender Specification or find discrepancies or omissions in the tender documents issued are incomplete or shall require clarification on any of the technical aspect, the scope of work etc., he shall at once, contact the authority inviting the tender well in time (so as not to affect last date of submission) for clarification before the submission of the tender. Bidder's request for clarifications shall be with reference to Sections and Clause numbers given in the tender documents. The specifications and terms and conditions shall be deemed to have been accepted by the bidder in his offer. Non-compliance with any of the requirements and instructions of the tender enquiry may result in the rejection of the tender. In case any typing error/other clerical errors is noticed by the bidder, in the tender documents, the same must be pointed out and got clarified before submission of offer, or else, BHEL's interpretation shall prevail & shall be binding on the bidder.
10. All entries in the tender documents should be in one ink.
11. **Bid should be free from correction, overwriting, using corrective fluid etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection.**



Annexure-B

PART-I: TECHNO-COMMERCIAL - TERMS & CONDITIONS OF CONTRACT

1. BHEL has categorized catering requirement in the following **categories**. Average Annual Business Volume for each category are as follows:

a. Category-A (Packed Veg. Lunch / Dinner)	- Rs. 6.58 Lakhs
b. Category-B (Packed Non-Veg. Lunch / Dinner)	- Rs. 0.95 Lakhs
c. Category-C (Buffet & Sit down)	- Rs. 10.36 Lakhs
d. Category-D (Packed & Buffet South Indian Food)	- Rs. 3.43 Lakhs

Note: Each Bidder has to declare upfront specifically in Part-I bid about their quoted category in Annexure-I.

2. **PRE-QUALIFYING REQUIREMENTS (PQR) FOR BIDDERS:**

- The Bidder should have his firm / himself registered with unique PAN and GST Registration Numbers.
- The bidder should have valid license (photocopy to be attached) issued by Food Safety and Standards Authority of India (FSSAI) Central/State, for their existing business.
- The restaurant / source kitchen of the bidder shall be at a maximum distance of **12 Kms** (aerial distance) from BHEL House, Siri Fort, New Delhi-110049.
- BHEL shall physically inspect the supplying kitchen/restaurant of the prospective bidder for its hygiene, cleanliness, quality of food & services, no. of staff, logistics, equipment, etc. for assessing the capability of the bidder in meeting our requirements. The bidder must have a regular running kitchen with requisite manpower & equipment. In the event of any deficiency, BHEL reserves the right to reject the offer of such bidder to safeguard its interests.



3. DOCUMENTS REQUIRED IN SUPPORT OF PRE-QUALIFYING REQUIREMENT:

- a) Copy of valid PAN Card & GST Registration, duly signed and stamped by the bidder.
- b) Copy of valid FSSAI License issued by State Govt. / Central Govt., duly signed & stamped by the bidder.
- c) **EMD of Rs. 20,000.00** is to be submitted through one of the following modes ONLY:
 - i. Cash deposit as permissible under the extant Income Tax Act (before tender opening).
 - ii. Electronic Fund Transfer credited in BHEL Account (before tender opening)

BANK ACCOUNT NAME: BHARAT HEAVY ELECTRICALS LIMITED
 BANK NAME: KOTAK MAHINDRA BANK
 CA NO.: 9011196535 (CURRENT ACCOUNT)
 BRANCH CODE: 000172
 MICR: 110485003
 IFSC: KKBK0000172
 PAN: AAACB4146P

- iii. Banker's cheque / Pay order / Demand Draft, in favour of BHEL (along with offer)

Note: EMD in any other forms/modes except the forms/modes mentioned above will lead to the rejection of bid. Also, if less than required EMD is submitted, the bid shall not be considered for further evaluation.

EMD EXEMPTION: Following categories of Sellers shall however, be exempted from furnishing EMD:

- i. Micro and Small Enterprises who are manufacturer of the Primary Product Category or Service Provider of the Primary Service Category and give specific confirmation to this effect at the time of bid submission and whose credentials are validated online through Udyog Aadhaar and through supporting documents.
- ii. Start-ups as recognized by Department of Industrial Policy and Promotion (DIPP).

The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

- d) All pages of tender documents, except Price Bids, duly signed & stamped on all pages.
- e) Documentary proof of establishment / source kitchen in Delhi at a distance of max 12 Kms. (aerial distance) from BHEL House, Siri Fort, New Delhi -110049.
- f) Bidder who intends to participate as "Startups" company should fulfil all the conditions of Startups as directed by Department of Industrial Policy and Promotion (DIPP), Ministry of Commerce & Industry, Govt. of India and his



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eligibility shall be valid as on bid closing date. They will also enclose the Certificate of Recognition issued by DIPP.

Further necessarily, they have to submit the declaration to the effect on their letter head as prescribed below and must be signed and stamped by the authorized person.

DECLARATION IN CASE OF START-UP COMPANIES

We are a "Start-up" company and we are meeting all conditions and therefore eligible as Start-up company as on the date of tender bid closing. We are also enclosing copy of certificate of recognition issued by Department of Industrial Policy and Promotion, Ministry of Commerce & Industry, Govt. of India.

Note: BHEL reserves the right to verify the correctness of the documents submitted against fulfilling the PQR criteria.

4. (i) **"BHEL Base rates"** for **Catering Category-A / B / C / D** are enclosed. The bidder shall quote % Above or % Below or 0% in the box provided in the Price Bids (Part-II Bid, Annexure- C5; C6, C7 & C8), up to 2 decimal places.

(ii) Bidders have the option to either quote for all / or any of the category of services enumerated at S.No. 1 above. Their offers shall be considered accordingly.

(iii) Bidder quoting for any / all categories shall provide all sub-items in the quoted category(s). Partial bids shall not be accepted.

5. **Extra Transport / Delivery Charges for packed food:**

(i) Extra transport charges shall be payable to the empaneled service provider if and only if the location of delivery of packed food is more than 12 Kms. from the kitchen of the service provider.

(ii) The transportation charges for delivery of packed food to locations other than BHEL House, Siri Fort, New Delhi-110049, beyond 12 Kms. from the kitchen shall be payable as follows:

For 1 - 10 packs	: Rs. 100/= (Minimum)
For 11 - 20 packs	: Rs. 200/=
For 21 - 40 packs	: Rs. 300/=
For 41 - 60 packs	: Rs. 400/=
For 61 or more packs	: Rs. 500/= (Maximum)

(iii) **No transport charges shall be payable for any delivery to BHEL House irrespective of the distance from the kitchen.**

6. **Bid Validity:** The offer shall remain valid for a period of 120 days from the date of opening of Part-I Bids or 90 days from the opening of Price Bids, whichever is later.

7. BHEL intends to form a panel by engaging more than one party (max. of four parties) for each of the category, i.e., Category-A, Category-B, Category-C and for Category-D.

It is also intended to distribute the business volume (BV) in each category as per the following schedule:

- (i). In case of only one successful bidder – 100% BV to L1



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(ii). In case of two successful bidders – 60% BV to L1 + 40% BV to L2 (on L1 counter offered rates)

Note: Sharing of business volume of the empaneled parties will depend on factors like suitability, availability, quality, performance, etc. of the empaneled service provider and convenience of the users. Therefore, the business volume to be apportioned to each party is indicative only.

8. SCOPE OF WORK

- 8.1 Basic scope of work shall be as per S.No.1, Annexure-B. For detailed menu, refer Annexures C1 to C4.
- 8.2 For buffet / sit-down lunch in the premises of BHEL, the service provider would bring his cooked food, crockery, cutlery and serve in a manner commensurate with the office decorum. After serving the lunch / dinner the service provider shall take out his crockery and cutlery or the packing material out of the office premises without causing any inconvenience to users. For sit-down & buffet arrangements, BHEL guarantees payment for a minimum of 15 (fifteen) & 20 (Twenty) persons respectively.
- 8.3 The service provider shall make the arrangements for delivering the packed lunch / dinner or serve the buffet / sit down lunch / dinner either at "BHEL House" or any other place within or outside BHEL House (occasionally) as specified by BHEL. Delivery shall be free of charge. **Extra transport charges, if any, shall be payable ONLY as per S.No.5 of Annexure-B.**
- 8.4 The service provider shall bring the invoice / cash bill or voucher and get the same certified from the official who placed the order. The certified bills shall be submitted to ISM Group for processing and releasing the payment on fortnightly basis
- 8.5 The service provider shall ensure that good quality of food is served using high quality ingredients, fresh vegetables / fruits. In case it is observed that the quality of any of the items served is not of the desired standard, penalty shall be levied as per Clause No. 8.6, Annexure B.
- 8.6 **DAMAGES, FINES, RECOVERY OF LOSSES etc.:** The damages / fines, being in the nature of liquidated damages, would be liable to be imposed on the Contractor for violation/breach of the clauses/obligations under the contract/applicable conditions of contract and shall be notified by BHEL as per the terms indicated in the contract/conditions of contract.

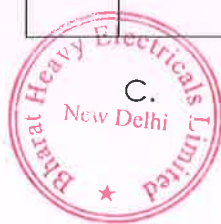
The said damages/fines imposed, shall be deductible/recoverable from payments due to the Contractor and/or from the Security Deposit, as the case may be. In the event the payments due to the Contractor and the security deposit available with BHEL falls short of the total damages/fines, the Contractor shall, on first written demand by BHEL pay to BHEL without demur or dispute the said sum as per BHEL's demand notwithstanding the pendency of any investigation/inquiry/legal proceedings whatsoever, before any Court/Tribunal/Authority, Council, etc. The nature of loss including but not limited to quantum, impact etc., as determined by BHEL shall be final and binding on the Contractor.

Failure to provide services shall attract adverse remarks, which may be included in the Performance Certificate and / or attract any legal /administrative action on Contractor, as deemed fit.



- B. The Contractor understands and agrees that performing the services strictly as per the qualitative, quantitative and time requirements as stipulated in the Contract is of essence of the Contract and that any non-adherence to the said qualitative, quantitative and time requirements as stipulated in the Contract for performing the services under the Contract shall cause incalculable losses to BHEL. The Contractor understands and agrees that without prejudice to BHEL's rights to terminate the Contract, BHEL may, in addition to or in lieu of such termination levy one or more of the following damages/fines as applicable if the Contractor omits or neglects to adhere to the following qualitative, quantitative and time requirements:

S. No.	Contract Agreement Defaults/non-compliances/breach	Penalties being in the nature of liquidated damages for non-compliance/breach of contract.
I.	The service provider must ensure that food & services are delivered: i. within two hours of placement of order (for packed food) AND / OR at the communicated time (for Buffet & Sit Down). ii. hot, of good quality & taste. Stale & rotten food is strongly prohibited. iii. properly packaged without spillage (for packed food) AND/OR properly managed (for Buffet & Sit Down) iv. in time, as decided by BHEL (for Buffet & Sit Down) v. other deliverables, as indicated in the tender terms & conditions.	BHEL may impose a penalty of 5% of the billed amount for each of the problems listed above in a specific lot. In case it is found that the service provider has delivered the food with issues on more than two occasions in a month, BHEL may suspend placing order for a period of 15 days for improving upon the issues / deficiencies OR increase the penalty amount by 5% for every subsequent issue, max. up to 10% of the billed amount OR may de-list that service provider.
II.	in case of failure to abide by BHEL set requirements & standards (S. No. (I) (i) to (v) above), including delivery beyond 1 hour from stipulated delivery time, cold food, improper packaging, stale or rotten food, etc.	BHEL reserves the right to reject the food. BHEL shall not make any payments & may or may not deduct a penalty as indicated above at (I). This penalty shall be proportional to the defaulter order value and shall be deducted from the subsequent bill(s).
III.	The staff brought for service must be professionally trained, in uniform and shall use white hand gloves. The number of waiters brought for service shall adequately manage and ensure quick, efficient and prompt service.	Non-compliance shall lead to a deduction of 5% of the total billed amount of that specific service / order. In case it is found that the service provider has not complied on more than two occasions, BHEL may suspend placing order for a period of 15 days for improving upon the issues / deficiencies OR increase the penalty amount by 5% for every subsequent issue, max. up to 10% of the billed amount OR may de-list that service provider.



C. "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.

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

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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.

iii. **Compensation in respect of each of the victims:**

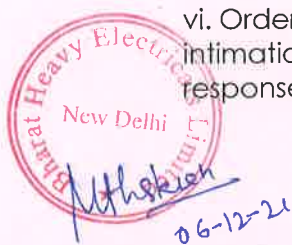
- (i) In the event of **death or permanent disability resulting from Loss of both limbs: ₹10,00,000/-** (Rupees Ten Lakhs)
- (ii) In the event of **other permanent disability: ₹7,00,000/-** (Rupees Seven Lakhs)

iv. Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to Section 2 (l) of the Employee's Compensation Act, 1923."

- D. The Contractor undertakes to indemnify and keep BHEL indemnified against a any losses/claims which are brought against BHEL by third party (i.e. both serving and retired employees of BHEL and their dependents or any other person) on account of any negligence of the Contractor or his workforce, while carrying out the services under the contract.
- E. NOTWITHSTANDING ANYTHING ABOVE, BHEL shall recover from the Contractor for any loss suffered by BHEL due to any negligence of the Contractor or his workforce, while carrying out the services under the contract.

8.7 Other Conditions:

- i. The service provider shall be solely responsible for compliance of all statutory enactments like Minimum Wages Act, Workmen's Compensation Act etc. in respect of personnel engaged by him from time to time and the contractor shall be responsible for any liability arising due to (i) injury including fatal to any person employed by service provider (ii) loss or damage to service provider's material / property during transportation to and fro up to BHEL or during servicing (iii) any third party liability.
- iii. The service provider should quote their firm all-inclusive rates valid during the contract period including the extended period, if any.
- iv. The contract shall be initially valid for a period of two years and no revision in rates shall be allowed during the contract period or any extended period, as may be mutually agreed.
- v. BHEL shall have right to terminate the contract by giving 15 days' notice.
- vi. Orders shall be placed through written email communication followed by telephonic intimation. Response to written email orders (confirmation OR regret) is mandatory. No response within stipulated time by default shall be treated as refusal to provide service.



8.8 EVALUATION CRITERIA:

- a. Part-I bids shall be evaluated to check for techno-commercial qualification, as per tender terms & conditions.
- b. BHEL committee shall inspect the kitchens / outlets / restaurants of the techno-commercially qualified bidders only. Only bidders qualifying the inspection shall be allowed further for Price / Part-II Bid Opening.
- c. BHEL's "Base rates" separately for **Catering Category-A / B / C / D** is enclosed (**Annexure- C5; C6; C7 & C8**). The bidders are required to fill % Above or % Below or 0% in the box provided, up to 2 decimal places. Bidders may please note that the % quoted will be applicable for all items for a particular group (for which the bidder has quoted) and all other items mentioned in the "BHEL Base rates".
- d. BHEL shall work out the revised rates after consideration of combined effect of your quote in the price bid and accordingly come up with the L1 rates (Cost to Company).
- e. Based on the outcome of Price Bid Opening, the bidders would be ranked from L1 position in ascending order. Since BHEL intends to empanel more than 1 party in each category, counter-offer of L1 bidder (Cost to company) shall be given to the next higher bidder in the rank, i.e., L2 & so on. The empanelment of second party shall be subjected to matching the L-1 rates (Cost to Company).
- f. **In case no other bidder matches the L1 rates (Cost to Company) for empanelment, BHEL reserves the right to award the contract for the entire scope of work to L1 bidder.**
- g. The ranking of the bidders will be made separately for **Category-A / B / C / D** services on the basis of %age quoted.
- h. The final rates that would be applicable for **Category-A / B / C / D** items will be rounded off to the nearest Re. 1/-.

9 EMD by the Bidder will be forfeited, if:

- i) After opening the tender and within the offer validity period, the bidder 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.
- iii) EMD by the bidder shall be withheld in case any action on the bidder 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.

EMD given by all unsuccessful bidders shall be refunded normally within fifteen days from award of work. EMD shall not carry any interest.



10 **PAYMENT TERMS:**

- i) Bill (on monthly basis) complete in all respect along with all the requisite documents submitted by the Contractor will be paid within 30 days of its receipt. Any clarification sought by BHEL, pertains to respective bill, must be clarified by Contractor at the earliest. Otherwise the delay in payment will be attributed to the Contractor. Aforesaid timeline shall be applicable from the day on which the last clarification/queries/document sought by BHEL and settled/submitted by the Contractor.
- ii) 100% payment would be made on the basis of actual number of services or items provided by the service provider(s).
- iii) The service provider(s) will have to intimate the bank account number, and other details of the bank to enable BHEL to credit the payments into the account.
- iv) No interest shall be payable for delay in making the payment. The service provider(s) shall not be entitled to any interest with respect to any money which may be due to him from BHEL.
- v) While claiming the payment, the contractor must certify on the bill that the payment being claimed is strictly within terms of the contract and all the obligations on his part for claiming this payment have been fulfilled as required under the contract.

11. **TAXES & DUTIES:**

- a. To enable BHEL to avail GST Input tax credit, Contractor shall submit GST compliant Tax invoice containing all the particulars as stipulated under Invoice Rules of GST Law. Payment shall be made to the Contractor only after submission of GST complaint Tax invoice. The Contractor shall raise GST compliant invoice affixing GSTIN of BHEL's unit availing the services.
- b. BHEL reserves the right to protect its interest against any loss on account of availability of GST credit.
- c. GSTIN of BHEL will be provided to the Contractor along with the work order.
- d. Any new/change in statutory levy as and when made applicable by the Government shall become applicable against documentary evidence.
- e. Payment to the Contractor will be subjected to TDS as per rules in force from time to time. The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act & GST, as amended from time to time and a certificate to this effect shall be provided to the Contractor by BHEL.
- f. Applicable GST shall also be recoverable from the Contractor in case of LD recovery/penalty on account of breach of terms of contract.
- g. Invoice submitted should be in the format as specified under GST Laws viz. all details as mentioned in Invoice Rules like GSTIN registration number, invoice number, quantity, rate, value, taxes with nomenclature – CGST, SGST, IGST mentioned separately, HSN (Harmonized System of Nomenclature) Code / SAC (Services Accounting Code) Code etc.
- h. The Contractor has to give an undertaking that GST as mentioned in the invoice has been/will be paid and also file returns as per respective extant rule.



12. SECURITY DEPOSIT:

a. Security Deposit means the security provided by the Contractor towards fulfilment of any obligations in terms of the provisions of the contract. The total amount of Security Deposit will be **5%** of the total contract value. Upon acceptance of tender, the successful bidder must submit the security deposit in any of the following forms:

- i) Cash (as permissible under the extant Income Tax Act)
- ii) Local cheque 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. *{Copy of proper prescribed format of BG will be provided by BHEL along with Work Order/LOI and it will be verified verbatim on receipt with original document}.*
- 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)

b. The security deposit shall not carry any interest.

c. EMD of successful bidder shall be converted into security deposit.

d. The validity of Bank Guarantees towards Security Deposit shall be initially up to the completion period as stipulated in the Letter of Intent/ Award + 6 months, and the same shall be kept valid by proper renewal till the acceptance of Final Bills of the Contractor, by BHEL.

e. BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the Contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off the Security Deposit against any claims of other contracts with BHEL.

13. RETURN OF SECURITY DEPOSIT: Security Deposit shall be refunded/ Bank Guarantee(s) released to the Contractor upon fulfilment of all contractual/ statutory obligations or after expiry of the guarantee period the contract (if any), after deducting all expenses / other amounts due to BHEL under the contract / other contracts entered into with them by BHEL.

14. BANK GUARANTEES:

Wherever Bank Guarantees are to be furnished/submitted by the contractor, the following shall be complied with:

- i) Bank Guarantees shall be from Scheduled Banks / Public Financial Institutions as defined in the Companies Act.
- ii) The Bank Guarantees shall be as per prescribed formats.



- iii) It is the responsibility of the bidder to get the Bank Guarantees revalidated/extended for the required period, as per the advice of BHEL. BHEL shall not be liable for issue of any reminders regarding expiry of the Bank Guarantees.
- iv) In case the Bank Guarantees are not extended before the expiry date, BHEL reserves the right to invoke the same by informing the concerned Bank in writing, without any advance notice/communication to the concerned bidder.
- v) Bidders to note that any corrections to Bank Guarantees shall be done by the issuing Bank, only through an amendment in an appropriate non-judicial stamp paper.
- vi) The Original Bank Guarantee shall be sent directly by the Bank to BHEL under Registered Post (Acknowledgement Due), addressed to the LOI/LOA issuing department.

15. REJECTION OF TENDER

- i. BHEL reserve the right to cancel the tender or reject the lowest or any tender or accept any tender in full or in part without assigning any reasons whatsoever at any stage.
- ii. BHEL reserves the right to accept or reject any of the bid / all bids with or without deviation or cancel / withdraw the invitation for bid without assigning any reason whatsoever and in such case, bidder shall have no claim arising out of such action by BHEL. The acceptance of tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights for the following without assigning any reasons whatsoever:
 - a. To reject any or all of the tenders.
 - b. To split up the work amongst two or more bidders as per NIT
 - c. To award the work in part if specified in NIT
 - d. In case of either of the contingencies stated in (b) and (c) above, the time for completion as stipulated in the tender shall be applicable.
- iii. Conditional tenders, unsolicited tenders, tenders which are incomplete or not in the form specified or defective or have been materially altered or not in accordance with the tender conditions, specifications etc., are liable to be rejected.
- iv. Tenders are liable to be rejected in case of unsatisfactory performance of the tenderer with BHEL, or tenderer under suspension (hold/banning /delisted) by any Unit / Region / Division of BHEL or tenderers who do not comply with the latest guidelines of Ministry/Commissions of Govt. of India.
- v. If a bidder who is a proprietor expires after the submission of his tender or after the acceptance of his tender, BHEL may at their discretion, cancel such tender. If a partner of a firm expires after the submission of tender or after the acceptance of the tender, BHEL may then cancel such tender at their discretion, unless the firm retains its character.
- vi. BHEL will not be bound by any Power of Attorney granted by changes in the composition of the firm made subsequent to the execution of the contract. They may, however, recognise such power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.



- vii. If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract if awarded and forfeit the Earnest Money/Security Deposit/any other money due.
- viii. Canvassing in any form in connection with the tenders submitted by the Tenderer shall make his offer liable to rejection.
- ix. In case the Proprietor, Partner or Director of the Company/Firm submitting the Tender, has any relative or relation employed in BHEL, the authority inviting the Tender shall be informed of the fact as per specified format, along with the Offer. Failing to do so, BHEL may, at its sole discretion, reject the tender or cancel the contract and forfeit the Earnest Money/Security Deposit.
16. The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site <http://www.bhel.com>.
17. Conditional tenders, unsolicited tenders, tenders which are incomplete or not in the form specified or defective or have been materially altered or not in accordance with the tender conditions, specifications etc., are liable to be rejected.
18. Tenders are liable to be rejected in case of unsatisfactory performance of the tenderer with BHEL, or tenderer under suspension (hold/banning /delisted) by any Unit / Region / Division of BHEL or tenderers who do not comply with the latest guidelines of Ministry/Commissions of Govt. of India.
19. If a bidder who is a proprietor expires after the submission of his tender or after the acceptance of his tender, BHEL may at their discretion, cancel such tender. If a partner of a firm expires after the submission of tender or after the acceptance of the tender, BHEL may then cancel such tender at their discretion, unless the firm retains its character.
20. BHEL will not be bound by any Power of Attorney granted by changes in the composition of the firm made subsequent to the execution of the contract. They may, however, recognise such power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.
21. If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract if awarded and forfeit the Earnest Money/Security Deposit/any other money due.
22. Canvassing in any form in connection with the tenders submitted by the Tenderer shall make his offer liable to rejection.
23. In case the Proprietor, Partner or Director of the Company/Firm submitting the Tender, has any relative or relation employed in BHEL, the authority inviting the Tender shall be informed of the fact as per specified format, along with the Offer. Failing to do so, BHEL may, at its sole discretion, reject the tender or cancel the contract and forfeit the Earnest Money/Security Deposit.



24. "The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website <http://www.bhel.com>.

Integrity commitment, performance of the contract and punitive action thereof:

COMMITMENT BY BHEL: BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

COMMITMENT BY BIDDER/ SUPPLIER/ CONTRACTOR: The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL. The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on <http://www.bhel.com> and/or under applicable legal provisions".

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

26. **PROVISIONS FOR MICRO AND SMALL ENTERPRISES (MSEs)**

Any Bidder falling under MSE category, shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer.

Type under MSE	SC/ST owned	Others
Micro		
Small		

Note: - If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSE category.

- a) MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of Udyam Registration Certificate or valid NSIC certificate. Date to be reckoned for determining the deemed validity will be the last date of Bid submission. Non-submission of such documents will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if the above



required documents are not submitted along with offer. If the tender is to be submitted through e-procurement/tendering portal, then the above required documents are to be uploaded on the portal.

- b) **MSEs shall be exempted from payment of earnest money at the time of tender submission. However, there is no exemption of security deposit submission.**
- c) However, credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers at the time of tender evaluation.

27. **RISK & COST:** This clause, in line with other Conditions of Contract will be invoked in any of the following cases. In such an event, it shall be obligatory on the part of Contractor to make good any loss suffered by BHEL. In such cases, BHEL shall withhold bills, Security Deposit, etc. of the Contractor, which are pending either at BHEL-Corporate Office or any other Unit of BHEL. Wherever Risk purchase clause (amounting to more than 5% of contract value) is invoked, action shall be initiated as per relevant clause of "Guidelines for suspension of business dealings with Suppliers / Contractors" which is uploaded on BHEL website <http://www.bhel.com>. To know the implications of suspension, the bidder may see aforesaid guidelines.

- a. Contractor's/ supplier's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor/ supplier including unexecuted portion of work/ supply does not appear to be executable within balance available period (#) considering its performance of execution.
- b. Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.
- c. Non-completion of work/ Non-supply by the Contractor/ supplier within scheduled completion/delivery period as per Contract or as extended from time to time, for the reasons attributable to the contractor/ supplier.
- d. Termination of Contract on account of any other reason (s) attributable to Contractor/ Supplier.
- e. Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
- f. Non-compliance to any contractual condition or any other default attributable to Contractor/ Supplier.

#In-case inputs from BHEL/Customer are likely to be delayed or are actually delayed, this delay may also be taken into account while considering balance period available for execution of Contract.

g. Risk and Cost against Balance Work:

Risk & Cost Amount= $[(A-B) + (A \times H/100)]$

Where,

A= Value of Balance scope of Work/ Supply (*) as per rates of new contract

B= Value of Balance scope of Work/ Supply (*) as per rates of old contract being paid to the contractor/ supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

H = Overhead Factor to be taken as 5



In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

***(Balance scope of work/ supply)**

28. The Tender submitted by a techno commercially qualified bidder shall become the property of BHEL who shall be under no obligation to return the same to the bidder. However unopened price bids and late tenders shall be returned to the bidders.
29. Unsolicited discount received after the due date and time of Bid Submission shall not be considered for evaluation. However, if the party who has submitted the unsolicited discount/rebate becomes the L-1 party, then the awarded price i.e. contract value shall be worked out after considering the discount so offered.
30. BHEL shall not be liable for any expenses incurred by the bidder in the preparation of the tender irrespective of whether the tender is accepted or not.
31. The tender schedule and the tender shall be deemed to form an integral part of the contract to be entered into for this work.
32. **SUBLETING:** The successful bidder should not sub-contract part or complete work detailed in the tender specification undertaken by him without written permission of BHEL. The bidder is solely responsible to BHEL for the work awarded to him.
33. **TERMINATION OF CONTRACT ON DEATH:** Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the accepting officer shall have the option of terminating the contract without compensation to the contractor's authorized survivors.
34. **RECOVERY FROM CONTRACTOR:** Whenever under the contract, any sum of money shall be recoverable from or payable by the contractor, the same may be deducted from any sum then due or which at any time thereafter may become due to the contractor under the contract or under any other contract with BHEL or from his security deposit, or the contractor shall pay the claim on demand without any terms & conditions.
35. Lowest prices/service charge received against Tender need not be the acceptable to BHEL and in that case BHEL would not be considered the same for award of Contract. BHEL would negotiate or re-float the Tender opened if L1 price is not the lowest acceptable price to them inter-alia other reasons. In the event of the final L1 prices are not reasonable / acceptable to BHEL, BHEL also may resort to short closure of this Tender.
36. **POST TECHNICAL AUDIT OF WORK & BILLS:** BHEL reserves the right to carry out a post payment audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc. and to enforce recovery of any sums becoming due as a result thereof in the manner provided into the proceeding sub-paragraph provided however, that no such recovery shall be enforced after three years of passing the final bill.
37. **SECURITY OF CONFIDENTIAL INFORMATION:** The bidder(s)/contractor agree & acknowledge that in the course of their discussions and interaction, BHEL may disclose information of confidential proprietary nature relating to its business, products, know-how, technology, customers, employees and financial to the bidder(s)/contractor. Such information shall be considered as confidential. The



contractor agrees to keep it confidential & secret at all times and not directly or indirectly disclose to any party other than its employees and authorized personnel's strictly on a need know basis, without the prior written permission of BHEL.

SETTLEMENT OF DISPUTES

38. **CONCILIATION:** If at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, execution, effect, interpretation or breach of the Contract, which the Parties are unable to settle mutually, arise inter-se the Parties, the same may be referred by either Party to Conciliation to be conducted through Independent Experts Committee (IEC) to be appointed by competent authority from the BHEL Panel of Conciliators.

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration & Conciliation Act, 1996 or any statutory modification thereof and as provided in the BHEL Conciliation Scheme as applicable from time to time.

39. ARBITRATION:

- i. 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 BHEL .

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 **DELHI**.

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

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.

- ii. **In case of order/contract on Public Sector Enterprises (PSE) or a Govt. Deptt., the following clause shall be applicable: -**

In the event of any dispute or difference relating to the interpretation and application and execution of the Contract, such dispute or difference shall be resolved amicably by mutual discussions. In case of disputes not resolved by mutual discussions, these shall be referred by either parties for resolution of CPSES Disputes (AMRCD) as mentioned for in Department of Public Enterprises (DPE) Office Memorandum Ref. No. F. No. 4 (1)/2013-DPE(GM)/FTS- 1835 dated 22.05.2018 dated 22.05.2018 as amended.

40. **APPLICABLE LAWS AND JURISDICTION OF COURTS:** Indian laws both substantive and procedural, for the time being in force, including modifications thereto, shall govern the Contract including Arbitration proceedings. Notwithstanding any other court or



courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of a suit, any and all actions and proceedings arising out of or relative to the contract shall lie only in the court of competent civil jurisdiction in this behalf at **DELHI** and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts.

41. DEFAULT/BREACH OF CONTRACT, INSOLVENCY AND RISK PURCHASE

If the Service Provider / Contractor fails to provide the required services as per the Contract / fails to deliver the goods or materials or any instalment thereof within the period(s) fixed for such delivery or delivers goods or materials not of the contracted quality and failing to adhere to the contract specifications or at any time repudiates or otherwise abandons the contract before expiry of such period or refuses or is unable to supply / provide goods / services or materials covered by the Order/Contract either in whole or in part or otherwise fails to perform the Order/Contract or commits any breach of the Order/Contract not herein specifically provided for or in the event of the death or insanity or if the Seller/Contractor being an individual or if a firm on a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the Order/Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolved under the Partnership Act or if the Seller/Contractor(Service Provider) being a company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager, the purchaser without prejudice to his right to recover any expenses, losses or damages to which the purchaser may be put to incur or sustain by reason of the Seller/Contractor's default or breach of Order/Contract shall be entitled to cancel the Order/Contract either in whole or portion thereof without compensation to the Seller/Contractor(Service Provider) and if the purchaser so desires, he may procure upon such terms and in such manner as he deems appropriate, stores not so delivered or others of a similar description where stores exactly complying with particulars are not, in the opinion of the purchaser, which shall be final; readily procurable, at the risk and cost of the Seller/Contractor(Service Provider) and the Seller/Contractor(Service Provider) shall be liable to the purchaser for any excess costs provided that the Seller/Contractor(Service Provider) shall continue the performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The Seller/Contractor (Service Provider) shall on no account be entitled to any gain on such repurchases.

42. **FORCE MAJEURE:** A Force Majeure (FM) means extraordinary events or circumstance beyond human control such as an event described as an Act of God (like a natural calamity) or events such as war, strike, riots, crimes (but not including negligence or wrong-doing, predictable/seasonal rain and any other events specifically excluded in the clause). An FM clause in the contract frees both parties from contractual liability or obligation when prevented by such events from fulfilling their obligations under the contract. An FM clause does not excuse a party's non-performance entirely, but only suspends it for the duration of the FM. The firm has to give notice of FM as soon as it occurs and it cannot be claimed ex-post facto. There may be a FM situation affecting the purchase organization only. In such a situation, the purchase



organization is to communicate with the supplier along similar lines as above for further necessary action. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for a period exceeding 90 (Ninety) days, either party may at its option terminate the contract without any financial repercussion on either side.

Notwithstanding the punitive provisions contained in the contract for delay or breach of contract, the supplier would not be liable for imposition of any such sanction so long as the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event covered in the FM clause.

43. **DEVIATIONS:** Deviations, if any, may be indicated in format enclosed. Deviation mentioned elsewhere in the offer shall not be considered. BHEL reserves the right to accept or reject the deviation sought. Bidder may note that Bid shall be in full compliance to the requirements of Bidding Document, failing which bid shall be considered as non-responsive and may be liable for rejection.
44. **VERIFICATION OF AUTHENTICITY OF PQR DOCUMENTS:** BHEL reserves the right to verify credentials of the Bidder. BHEL also reserves the right to cross-check / verify the genuineness / authenticity of the documents submitted by the bidder from the issuing Authority. At any stage, BHEL may also ask for original documents and bidder/ contractor has to submit the same. If at any stage, the document(s) submitted by bidder/ contractor is/ are found incorrect/ false, the necessary action will be taken by BHEL against the bidder/ contractor as per extant guidelines/ policies/ terms & conditions of this tender.
45. **PREVENTIVE CHECKS TO ELIMINATE SUSPECTED CARTEL FORMATION BETWEEN SUPPLIERS:** The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.
46. The evaluation currency for this tender shall be INR.
47. **DUE DILIGENCE:** The Bidder is expected to examine all instructions, forms, terms & specifications in the bidding document. Failure to furnish all information required by the bidding document or submission of a bid not responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid.



Annexure-C1

UNPRICED BID (Category-A)
BHEL BASE RATES FOR CATEGORY-A - PACKED LUNCH / DINNER

S.NO.	DESCRIPTION OF MENU	RATE (Rs. per packet), all inclusive	Qty.
A-1.	<u>PACKED LUNCH/DINNER (VEG. NORTH INDIAN):</u> 1 Paneer Preparation (at least 4 pieces), 1 Mixed or Seasonal Vegetable, 1 Dal, 1 Veg Pulao, 2 Laccha Paratha or 4 Tawa Rotis, Papad, Salad, Achar, 1 Sweet Dish (Gulab Jamun / Rasagula / Sandesh).	169.05	7256.0.
A-2.	<u>PACKED LUNCH/DINNER (VEG. CONTINENTAL):</u> 2 Pieces Cheese veg. Sandwich, 2 Pieces Veg. Cutlet, boiled veg., wafers, green salad, 1 sweet dish (Gulab Jamun / Rasagula / Sandesh), sauce or chutney	169.05	532.00

Delivery shall be free of charge. Extra transportation charges, if any, shall be payable as per S.No.5, Annexure-B.

UNPRICED BID – Bidders shall write "Q" (Quoted) in the column where they have quoted. In case the bidder is unable to quote for this Category, the same shall be indicated in the Unpriced Bid i.e. "NQ" (Not Quoted) should be written in the columns.

S.No.	Descriptions	Quoted (Q) / Not Quoted (NQ)
I	1) If quoted % is above then Prefix "+" the value	
	2) If quoted % is below then Prefix "-" the value	
	3) If no change, just write 0	
II	Quote % of GST included	

Signature

Stamp

M. H. K. S. N.
06-12-21



UNPRICED BID (Category-B)**BHEL BASE RATES FOR CATEGORY-B - PACKED LUNCH / DINNER**

S.NO.	DESCRIPTION OF MENU	RATE (Rs. per packet), all inclusive	Qty.
B-1.	<u>PACKED LUNCH/DINNER (NON-VEG. NORTH INDIAN):</u> 1 chicken preparation (at least 2 pieces), 1 Dal, 1 Veg Pulao, 2 Laccha Paratha or 4 Tawa Rotis, Papad, Salad, Achar, 1 Sweet Dish (Gulab Jamun / Rasagula / Sandesh).	202.13	686.00
B-2.	<u>PACKED LUNCH/DINNER (NON-VEG. CONTINENTAL):</u> 2 Pieces chicken preparation (tandoori/fried), 2 Pieces chicken sandwich, boiled vegetables, green salad, wafers, 1 sweet dish (Gulab Jamun / Rasagula / Sandesh), sauce or chutney	205.80	245.00

Delivery shall be free of charge. Extra transportation charges, if any, shall be payable as per S.No.5, Annexure-B.

UNPRICED BID – Bidders shall write "Q" (Quoted) in the column where they have quoted. In case the bidder is unable to quote for this Category, the same shall be indicated in the Unpriced Bid i.e. "NQ" (Not Quoted) should be written in the columns.

S. No.	Descriptions	Quoted (Q) / Not Quoted (NQ)
I	1) If quoted % is above then Prefix "+" the value	
	2) If quoted % is below then Prefix "-" the value	
	3) If no change, just write 0	
II	Quote % of GST included	

Signature

Stamp



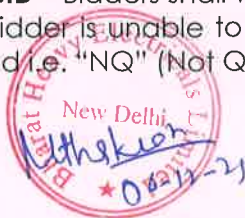
UNPRICED BID (Category-C)**BHEL BASE RATES FOR CATEGORY-C - BUFFET / SIT-DOWN**

S.NO	DESCRIPTION OF MENU	Rate (Rs. PER PERSON), all inclusive	Qty.
C-1	<u>BUFFET (NORTH INDIAN VEG):</u> Soup, 1 Paneer preparation, 1 mixed and 1 seasonal vegetable, dal, veg pulao/plain rice, Lachha paratha, tawa roti, plain curd, boondi raita / dahi bhalla, papad, 2 types of salads, achar(assorted), 2 desserts (sweet (Gulab Jamun / Rasagula / Rasmalai / Kulfi falluda / any premium sweet) & fresh fruit / ice cream)	444.68	2409.00
C-2	<u>SIT-DOWN (NORTH INDIAN VEG):</u> Soup, 1 Paneer preparation, 1 mixed and 1 seasonal vegetable, dal, veg pulao/plain rice, Lachha paratha, tawa roti, plain curd, boondi raita / dahi bhalla, papad, 2 types of salads, achar(assorted), 2 desserts (sweet (Gulab Jamun / Rasagula / Rasmalai / Kulfi falluda / any premium sweet) & fresh fruit / ice cream)	558.60	517.00
C-3	<u>BUFFET (NORTH INDIAN NON-VEG):</u> Soup, 1 Non-veg preparation (chicken/fish/mutton), 1 paneer preparation, 2 mixed or seasonal vegetable, dal, veg pulao/plain rice, Lachha paratha, tawa roti, curd item, papad, 2 salad, achar, 2 desserts (sweet (Gulab Jamun / Rasagula / Rasmalai / Kulfi falluda / any premium sweet) & fresh fruit / ice cream)	587.27	457.00
C-4	<u>SIT-DOWN (NORTH INDIAN NON-VEG):</u> Soup, 2 Non-veg preparation (chicken/fish/mutton), 1 paneer preparation, 2 mixed or seasonal vegetable, dal, veg pulao/plain rice, Lachha paratha, tawa roti, curd item, papad, 2 salad, achar, 2 desserts (sweet (Gulab Jamun / Rasagula / Rasmalai / Kulfi falluda / any premium sweet) & fresh fruit / ice cream)	668.85	662.00

For sit-down arrangements, BHEL guarantees payment for a minimum of 15 (fifteen) persons.
For buffet arrangements, BHEL guarantees payment for a minimum of 20 (twenty) persons.

S. No.	Descriptions	Quoted (Q) / Not Quoted (NQ)
I	1) If quoted % is above then Prefix "+" the value	
	2) If quoted % is below then Prefix "-" the value	
	3) If no change, just write 0	
II	Quote % of GST included	

UNPRICED BID – Bidders shall write "Q" (Quoted) in the column where they have quoted. In case the bidder is unable to quote for this Category, the same shall be indicated in the Unpriced Bid i.e. "NQ" (Not Quoted) should be written in the columns.



Signature
Stamp

UNPRICED BID (Category-D)**BHEL BASE RATES FOR CATEGORY-D - SOUTH INDIAN FOOD (VEG. PACKED LUNCH/ DINNER & VEG. BUFFET LUNCH / DINNER)**

S.NO.	DESCRIPTION OF MENU	RATE (Rs. PER PERSON/PACKET), all inclusive	Qty.
D-1	<p><u>*SOUTH INDIAN PACKED LUNCH / DINNER:</u> Rice, 1 Idli (full size), 1 Vada (full size), 1 Dahi Vada (full size), 1 Masala Dosa (full size), 1 dessert (Kesari bhaat / payasam) OR Rice, 2 Idli, 1 Dahi Vada, 1 Mixed Uthapam, 1 dessert (Kesari bhaat / payasam)</p>	200.00	3002.00
D-2	<p><u>SOUTH INDIAN BUFFET LUNCH:</u> 1 Soup / Rassam, Idli(full size), Dahi Vada(full size), Vada(full size), Masala/Plain Dosa(full size), Utapam(full size), Upma, Rice, 2 dessert (Kesari bhaat, payasam, etc.), 1 salad, Achaar, papad, Sambar & chutney as required.</p>	437.00	200.00

Delivery shall be free of charge. Extra transportation charges, if any, shall be payable as per S.No.5, Annexure-B.

For sit-down arrangements, BHEL guarantees payment for a minimum of 15 (fifteen) persons. For buffet arrangements, BHEL guarantees payment for a minimum of 20 (twenty) persons.

UNPRICED BID – Bidders shall write "Q" (Quoted) in the column where they have quoted. In case the bidder is unable to quote for this Category, the same shall be indicated in the Unpriced Bid i.e. "NQ" (Not Quoted) should be written in the columns.

S. No.	Descriptions	Quoted (Q) / Not Quoted (NQ)
I	1) If quoted % is above then Prefix "+" the value	
	2) If quoted % is below then Prefix "-" the value	
	3) If no change, just write 0	
II	Quote % of GST included	

Signature

Stamp



Annexure-C5

PRICE BID (Category-A)**BHEL BASE RATES FOR CATEGORY-A - PACKED LUNCH / DINNER**

S.NO.	DESCRIPTION OF MENU	RATE (Rs. per packet), all inclusive	Qty.
A-1.	<u>PACKED LUNCH/DINNER (VEG. NORTH INDIAN):</u> 1 Paneer Preparation (at least 4 pieces), 1 Mixed or Seasonal Vegetable, 1 Dal, 1 Veg Pulao, 2 Laccha Paratha or 4 Tawa Rotis, Papad, Salad, Achar, 1 Sweet Dish (Gulab Jamun / Rasagula / Sandesh).	169.05	7256.0.
A-2.	<u>PACKED LUNCH/DINNER (VEG. CONTINENTAL):</u> 2 Pieces Cheese veg. Sandwich, 2 Pieces Veg. Cutlet, boiled veg., wafers, green salad, 1 sweet dish (Gulab Jamun / Rasagula / Sandesh), sauce or chutney	169.05	532.00

Delivery shall be free of charge. Extra transportation charges, if any, shall be payable as per S.No.5, Annexure-B.

PRICE BID – BIDDERS TO QUOTE IN THE PERCENTAGE APPLICABLE ON ALL ITEMS IN THIS CATEGORY. IN CASE THE BIDDER IS UNABLE TO QUOTE FOR ANY OF THE ITEMS, THE SAME SHOULD BE INDICATED IN THE UNPRICE BID.

S.No.	Descriptions	Quote percentage (%) applicable over all items of Category-A
I	1) If quoted % is above then Prefix "+" the value	
	2) If quoted % is below then Prefix "-" the value	
	3) If no change, just write 0	
II	Quote % of GST included	

Signature

Stamp

Mthskien
06-12-21



Annexure-C6

PRICE BID (Category-B)**BHEL BASE RATES FOR CATEGORY-B - PACKED LUNCH / DINNER**

S.NO.	DESCRIPTION OF MENU	RATE (Rs. per packet), all inclusive	Qty.
B-1.	<u>PACKED LUNCH/DINNER (NON-VEG. NORTH INDIAN):</u> 1 chicken preparation (at least 2 pieces), 1 Dal, 1 Veg Pulao, 2 Laccha Paratha or 4 Tawa Rotis, Papad, Salad, Achar, 1 Sweet Dish (Gulab Jamun / Rasagula / Sandesh).	202.13	686.00
B-2.	<u>PACKED LUNCH/DINNER (NON-VEG. CONTINENTAL):</u> 2 Pieces chicken preparation (tandoori/fried), 2 Pieces chicken sandwich, boiled vegetables, green salad, wafers, 1 sweet dish (Gulab Jamun / Rasagula / Sandesh), sauce or chutney	205.80	245.00

Delivery shall be free of charge. Extra transportation charges, if any, shall be payable as per S.No.5, Annexure-B.

PRICE BID – BIDDERS TO QUOTE IN THE PERCENTAGE APPLICABLE ON ALL ITEMS IN THIS CATEGORY. IN CASE THE BIDDER IS UNABLE TO QUOTE FOR ANY OF THE ITEMS, THE SAME SHOULD BE INDICATED IN THE UNPRICE BID.

S.No.	Descriptions	Quote percentage (%) applicable over all items of Category-B
I	1) If quoted % is above then Prefix "+" the value	
	2) If quoted % is below then Prefix "-" the value	
	3) If no change, just write 0	
II	Quote % of GST included	

Signature

Stamp

Mthskun
06-12-21



PRICE BID (Category-C)**BHEL BASE RATES FOR CATEGORY-C - BUFFET / SIT-DOWN**

S.NO	DESCRIPTION OF MENU	Rate (Rs. PER PERSON), all inclusive	Qty.
C-1	<u>BUFFET (NORTH INDIAN VEG):</u> Soup, 1 Paneer preparation, 1 mixed and 1 seasonal vegetable, dal, veg pulao/plain rice, Lachha paratha, tawa roti, plain curd, boondi raita / dahi bhalla, papad, 2 types of salads, achar(assorted), 2 desserts (sweet (Gulab Jamun / Rasagula / Rasmalai / Kulfi falluda / any premium sweet) & fresh fruit / ice cream)	444.68	2409.00
C-2	<u>SIT-DOWN (NORTH INDIAN VEG):</u> Soup, 1 Paneer preparation, 1 mixed and 1 seasonal vegetable, dal, veg pulao/plain rice, Lachha paratha, tawa roti, plain curd, boondi raita / dahi bhalla, papad, 2 types of salads, achar(assorted), 2 desserts (sweet (Gulab Jamun / Rasagula / Rasmalai / Kulfi falluda / any premium sweet) & fresh fruit / ice cream)	558.60	517.00
C-3	<u>BUFFET (NORTH INDIAN NON-VEG):</u> Soup, 1 Non-veg preparation (chicken/fish/mutton), 1 paneer preparation, 2 mixed or seasonal vegetable, dal, veg pulao/plain rice, Lachha paratha, tawa roti, curd item, papad, 2 salad, achar, 2 desserts (sweet (Gulab Jamun / Rasagula / Rasmalai / Kulfi falluda / any premium sweet) & fresh fruit / ice cream)	587.27	457.00
C-4	<u>SIT-DOWN (NORTH INDIAN NON-VEG):</u> Soup, 2 Non-veg preparation (chicken/fish/mutton), 1 paneer preparation, 2 mixed or seasonal vegetable, dal, veg pulao/plain rice, Lachha paratha, tawa roti, curd item, papad, 2 salad, achar, 2 desserts (sweet (Gulab Jamun / Rasagula / Rasmalai / Kulfi falluda / any premium sweet) & fresh fruit / ice cream)	668.85	662.00

For sit-down arrangements, BHEL guarantees payment for a minimum of 15 (fifteen) persons.

For buffet arrangements, BHEL guarantees payment for a minimum of 20 (twenty) persons.

S. No.	Descriptions	Quote percentage (%) applicable over all items of Category-C
I	1) If quoted % is above then Prefix "+" the value	
	2) If quoted % is below then Prefix "-" the value	
	3) If no change, just write 0	
II	Quote % of GST included	

PRICE BID – BIDDERS TO QUOTE IN THE PERCENTAGE APPLICABLE ON ALL ITEMS IN THIS CATEGORY. IN CASE THE BIDDER IS UNABLE TO QUOTE FOR ANY OF THE ITEMS, THE SAME SHOULD BE INDICATED IN THE UNPRICE BID.

New Delhi
06-12-21

Signature
Stamp

Annexure-C8

PRICE BID (Category-D)**BHEL BASE RATES FOR CATEGORY-D - SOUTH INDIAN FOOD (VEG. PACKED LUNCH/ DINNER & VEG. BUFFET LUNCH / DINNER)**

S.NO.	DESCRIPTION OF MENU	RATE (Rs. PER PERSON/PACKET), all inclusive	Qty.
D-1	<p>*SOUTH INDIAN PACKED LUNCH / DINNER: Rice, 1 Idli (full size), 1 Vada (full size), 1 Dahi Vada (full size), 1 Masala Dosa (full size), 1 dessert (Kesari bhaat / payasam)</p> <p>OR</p> <p>Rice, 2 Idli, 1 Dahi Vada, 1 Mixed Uthapam, 1 dessert (Kesari bhaat / payasam)</p>	200.00	3002.00
D-2	<p>SOUTH INDIAN BUFFET LUNCH: 1 Soup / Rassam, Idli (full size), Dahi Vada (full size), Vada (full size), Masala/Plain Dosa (full size), Utapam (full size), Upma, Rice, 2 dessert (Kesari bhaat, payasam, etc.), 1 salad, Achaar, papad, Sambar & chutney as required.</p>	437.00	200.00

Delivery shall be free of charge. Extra transportation charges, if any, shall be payable as per S.No.5, Annexure-B.

For sit-down arrangements, BHEL guarantees payment for a minimum of 15 (fifteen) persons.

For buffet arrangements, BHEL guarantees payment for a minimum of 20 (twenty) persons.

PRICE BID – BIDDERS TO QUOTE IN THE PERCENTAGE APPLICABLE ON ALL ITEMS IN THIS

S.No.	Descriptions	Quote percentage (%) applicable over all items of Category-D
I	1) If quoted % is above then Prefix "+" the value	
	2) If quoted % is below then Prefix "-" the value	
	3) If no change, just write 0	
II	Quote % of GST included	

CATEGORY. IN CASE THE BIDDER IS UNABLE TO QUOTE FOR ANY OF THE ITEMS, THE SAME SHOULD BE INDICATED IN THE UNPRICE BID.



Signature

Stamp

No Deviation Certificate

(To be submitted along with Part-1 Bid)

Notwithstanding anything mentioned in our bid, we hereby accept all the terms and conditions of the above tender. We confirm that the offer submitted by us is confirming to all the terms and conditions mentioned in the tender document. We hereby undertake and confirm that we have understood the scope of services properly and shall carry out the job as mentioned in this tender in line with tender terms & condition.

OR

We hereby accept all terms and conditions of the above tender except the following:

- 1.
- 2.
- 3.
- 4.

Signature

With name, Designation & seal of the firm

M. H. K. S.
06-12-21



Annexure-E

DETAILS OF BUSINESS

1.0	Name of the Restaurant / Service provider:	
2.0	Address for communication:	
3.0	Registered Office, if any:	
4.0	Location of Restaurant / Kitchen(s):	
4.1	Distance of Kitchen / Restaurant from BHEL House (Kms.):	
4.2	Telephone Nos.: (Office) (Res) (Kitchen) (Mobile) (Fax)	
5.0	Name of proprietor / partner:	
6.0	Name of contract person / telephone no. for placing / booking the order:	
7.0	Date / year of commencement of Business:	
8.0	Any other information:	

Signature

With name, Designation & seal of the firm



BIDDER'S DETAILS

Name of the Contractor /Party/ Firm	
Name of Authorized Representative	
Phone Nos.	
Mobile Nos.	
Fax No.	
E-Mail Address	
Web Site Address (If Any)	

(Signature & seal of the contractor)

Mthskan
06-12-21



DECLARATION CERTIFICATE

Also, I/ We hereby declare that we/I have not been suspended/ delisted/ blacklisted by any other Govt. Ministry/ Department/ Public Sector Undertaking/ Autonomous Body/ Financial institution/ Court. We also certify that either our firm or any of the partners are not involved in any scam or disciplinary proceedings settled or pending adjudication.

Signature
With name, Designation & seal of the firm

M. H. K. S. N.
06-12-21


NEFT Format / E-Banking Mandate Form
(To be submitted along with Part-I Bid)

1. Vendor/customer / Beneficiary Name:
2. Vendor/customer/ Beneficiary Code:
3. Vendor /customer/ Beneficiary Address:
4. Vendor/customer/ Beneficiary e-mail id:
5. Particulars of bank account:
 - a. Name of Bank:
 - b. Name of branch:
 - c. Branch code:
 - d. Address:
 - e. Telephone number:
 - f. Type of account (current/saving etc.):
 - g. Account Number:
 - h. RTGS IFSC code of the bank branch:
 - i. NEFT IFSC code of the bank branch:
 - j. 9 digit MICR code:

I/We, hereby, declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incompleteness or incorrectness of information given by me as above, I/We would not hold the user institution responsible.

(.....)
Signature of the Beneficiary

Certified that the particulars furnished above are correct as per the record.

Bank Stamp

Dated

(.....)
Signature of the Authorized Officer



Annexure-I

TECHNICAL DETAILS

Each Bidder has to declare upfront specifically in Part-I bid about their quoted category. Please tick:

Category-A	Category-B	Category-C	Category-D

Supplying Kitchen Details	
Aerial Distance from BHEL House	
Location/ Address:	
Website of Restaurant (if any)	
Brief Description about Kitchen w.r.t. hygiene, cleanliness, quality of food & services, no. of staff, logistics, equipment, etc:	

(Signature & seal of the contractor)



Annexure-JCertificate by Chartered Accountant on letter head
(only for those who are submitting EM-II Certificate)

(To be submitted along with Part-1 Bid)

This is to certify that M/s (hereinafter referred to as 'company') having its registered office at is registered under MSMED Act-2006, (Entrepreneur Memorandum No (Part-11) dtd: Category: (Micro/Small)). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial yearas per MSMED Act-2006 is as follows:

1. For Manufacturing Enterprises: Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722(E) dated October 5, 2006: Rs.....Lacs
2. For Service Enterprises: Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006: Rs.....Lacs (Strike off whichever is not applicable)

The above investment of Rs.....Lacs is within permissible limit of Rs.....Lacs forMicro / Small (Strike off which is not applicable) Category under MSMED Act-2006. **Or** The company has been graduated from its original category (Micro/ Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O.No.3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:**(Signature)****Name****Membership number-****Seal of Chartered Accountant**

CHECK-LIST (Part-I Bid)**SUMMARY OF COMPLIANCE TO REQUIREMENT OF TENDER***(Important for successful evaluation of your bids.)*

SN	Description of requirement	Yes/ No/NA	Page Nos.
1	Copy of the PAN card.		
2	Copy of FSSAI License		
3	Copy of GST Registration Certificate.		
4	Catering Services for BHEL (Annexure-A).		
5	Part-I: Techno-Commercial – Terms & Conditions (Annexure-B).		
6	Unpriced Bids (Annexure-C1; C2; C3 & C4).		
7	No Deviations Certificate (Annexure-D).		
8	Details of Business (Annexure-E).		
9	Bidder's Details (Annexure-F).		
10	Declaration reg. non-banning (Annexure-G).		
11	NEFT Format (Annexure-H).		
12	Technical Details (Annexure-I).		
13	Certificate by CA (Annexure-J)		
14	Checklist (Annexure-K).		

Important Note: Documents submitted must be properly indexed / numbered and separate within the Part-I Bid.

(Signature & seal of the contractor)

