



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Limited

Tender No. AA: GAX:23:CS:301

Dated: 13.10.2023

Due Date: 23-10-2023 by 15:00 Hrs.

Sub: Open Tender for In-house Catering Services and supply of Packed Lunch at BHEL House.

Dear Sir (s),

Bharat Heavy Electricals Limited (hereinafter referred to as BHEL) is a Central Public Sector Enterprise, having its Corporate & Registered Office at BHEL House, Siri Fort, New Delhi-110049 invites offer on BHEL GePNIC Portal under two-part bid system (Part-I: Techno commercial Part, Part-II: Price Part) from interested parties for In-house Catering Services and supply of Packed Lunch at BHEL House. The quotation should be submitted before the due date & time.

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 C4)
- 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)

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 BOQ format (Excel) (BOQ1 for Cat-A, BOQ2 for Cat-B, BOQ3 for Cat-C, BOQ4 for Cat-D in attached BOQ) on portal only.**
- Reverse Auction will be conducted among technically & commercially acceptable parties ONLY.**

Tender to be submitted online at <https://eprocurebhel.co.in/nicgep/app> by the Tenderer within the date and Time; using valid Digital Signature Certificates. More information useful for submitting online bids on the Portal may be obtained at <https://eprocure.gov.in/eprocure/app>. All corrigenda, addenda, amendments, time extension, clarifications, etc. to the tender will be hosted on website <https://eprocurebhel.co.in/nicgep/app> 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 & time. 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

(Meena Thakran)
Manager (HR-GAX & ISMG)
Off: 011-6633 7401/9625062397
Email: meenat@bhel.in

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 at 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:** Approx. business volume for two years contract period would be as follows:

a. Category-A (Packed Veg. Lunch / Dinner)	- Rs. 23.86 Lakhs
b. Category-B (Packed Non-Veg. Lunch / Dinner)	- Rs. 1.28 Lakhs
c. Category-C (Buffet & Sit down)	- Rs. 23.67 Lakhs
d. Category-D (Packed & Buffet South Indian Food)	- Rs. 9.37 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:**

The contract will commence on the date as applicable against the contract/agreement and will remain in force for a period of **twenty-four months** which can be further extended on the same terms and conditions on the mutual agreement between BHEL and the Contractor on satisfactory performance of the Contract but it will be decided later. However, this Agreement shall be liable for termination earlier by the BHEL at any time by giving minimum 30 days' notice to the Contractor without assigning any reason thereof and without prejudice to the rights of BHEL to recover any amount becoming due under this Agreement.

3. **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 (Rates) in each category of services to the bidders 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 Reverse Auction), 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 day of Reverse Auction, whichever is later.

5. BID SUBMISSION

Bids shall be submitted 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. 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)
- e. Details of Business (Annexure-E)
- f. Bidder's Details (Annexure-F)
- g. Declaration reg. non-banning (Annexure-G)
- h. NEFT Format (Annexure-H)
- i. Technical details (Annexure-I)

PART-II: PRICE BID

Part-II shall contain **Percentages only** as per Price Bid Format (excel available on Portal) (Annexure-C5; C6; C7 & C8)

"BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among the techno commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed electronic price bid (e-bid) along with applicable loading, if any, shall be considered for ranking."

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 {sealed electronic price bid (e-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. BHEL reserves the right to accept / reject any or all bids without assigning any reason.
8. 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.

9. 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.

11. **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. The Bank Guarantee format should have 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)
- vi) Insurance Surety Bonds

- b. The security deposit shall not carry any interest.

- c. 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.

- d. At least 50% of the required Security Deposit, including the EMD, should be deposited before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.

- e. In case of delay in submission of performance security, enhanced performance security which would include interest (Repo rate + 4%) for the delayed period, shall be submitted by the bidder.

- f. 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.

- g. **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 02 months of expiry of contract period; whichever is later, after deducting all expenses / other amounts due to BHEL under the contract.

12. 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.

13. 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.
14. "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 commits 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".

15. 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.

16. Provision for MSEs / Startups, MII:

- a) MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of valid Udyam Registration 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.

- b) However, credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers at the time of tender evaluation.
- c) Norms for Micro, Small and Medium Enterprises in Public Procurement shall be relaxed in line with policy circular no. 1(2)(1)/2016-MA dated 10-03-20216 issued by Ministry of Micro, Small and Medium Enterprises & Public Procurement policy for Micro and Small Enterprises (MSEs) Order 2012 and subsequent amendments dated 09.11.2018, 20.06.2020 & 16.06.2021.
- d) As on date, Traders are excluded from the purview of Public Procurement Policy i.e. Traders have to submit EMD for this tender.
- e) Further, for applicability of MSE, Traders and Start-up clauses (if any) the documents valid as on the date of Part-I bid opening (including extensions) shall be considered; along with the clause related to MSEs quoting price within price band of L1+15%.
- f) Participating MSEs quoting price within price band of L1+15 % shall be considered for award of complete scope of work (for which the bidder has quoted) by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE. In case of more than one such MSE, MSE with lowest price shall be given the first option to match the L1 price. However, MSEs owned by the Scheduled Caste or the Scheduled Tribe entrepreneurs shall be given the preference for matching the L1 price irrespective of their standing in comparative statement of MSE bidders within price band of L1+15 %.
- g) **Start-up:** Order No. F.20-2/2014-PPD (pt.) dated 27th July 2017 and OM No. F.20/2/2014-PPD (pt.) dated 20.09.2016 issued by Ministry of Finance, Department of Expenditure along with DIPP D.O.No. 12(11)/2017-SI dated 22.06.2017 & DHI's letter no. 10(2)/2015-PE-XII dated 20.09.2021 shall be valid on this tender.
- h) **Make in India:** For this procurement, Public Procurement (Preference to Make in India) Order 2017 dated 15.06.2017, 28.05.2018, 29.05.2019, 04.06.2020, 23.07.2020 & 06.09.2022 and subsequent orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT, but before finalization of contract/PO/WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and / or local content in respect of this procurement, same shall be applicable.

17. Breach of contract, Remedies and Termination:

In case of breach of contract, 10% of the contract value shall be recovered from the contractor. This 10% of the recovery amount is other than the penalty/LD amount mentioned elsewhere in the contract. In case of breach of contract, wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is at least 10% of the contract value, the same be encashed. In case the value of the security instruments available is less than 10% of the contract value, the balance amount be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, etc. with BHEL) or legal remedies be pursued. The balance scope shall be got done independently without Risk & Cost of the failed supplier/ contractor.

Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the NIT/contract.

Following cases shall be considered as terms of breach of contract:

- i. Contractor/ 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

- ii. Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.
 - iii. 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.
 - iv. Termination of Contract on account of any other reason (s) attributable to Contractor/ Supplier. If at any time the service provider defaults in proceeding with the work with due diligence and continues to do so or commit any default in complying any of the tender terms and conditions even after the notice in writing is given, BHEL may, without prejudice to any other right to remedy which shall have accrued or shall accrue thereafter to BHEL, to terminate the contract by giving 15 days' notice in writing. The notice will be deemed to have been served as and when sent to the address given in the tender.
 - v. Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
 - vi. Non-compliance to any contractual condition or any other default attributable to Contractor/ Supplier.
11. 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.
12. 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.
13. 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.
14. The tender schedule and the tender shall be deemed to form an integral part of the contract to be entered into for this work.
15. **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.
16. **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.
17. **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.

18. 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.
19. **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.
20. **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.
21. **CONFLICT OF INTEREST AMONG BIDDERS/AGENTS:** "A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:
- a) they have controlling partner (s) in common; or
 - b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
 - c) they have the same legal representative/agent for purposes of this bid; or
 - d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder or
 - e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid or
 - f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:
 - 1. The principal manufacturer directly or through one Indian agent on his behalf and
 - 2. Indian/foreign agent on behalf of only one principal;
- Or
- g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid or

- h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business”.

SETTLEMENT OF DISPUTES

22. **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.

23. **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 22.05.2018dated 22.05.2018 as amended.

24. **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.

25. **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.

26. **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.
27. **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.
28. **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.
29. The evaluation currency for this tender shall be INR.
30. **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.

PART-I: TECHNO-COMMERCIAL - TERMS & CONDITIONS OF CONTRACT**1. PRE-QUALIFYING REQUIREMENTS (PQR) FOR BIDDERS:**

- a) EMD: NIL
- b) Financial Capability: Financial Capability: Average Annual financial turnover during the last 3 years, ending 31st March' 2022 should be at least 30% of the estimated Annual business volume of the catering category (i.e. Catering Category-A / B / C / D) quoted by the bidder. If a bidder quotes for more than one category then his/her turnover shall be 30% of the estimated Annual business volume {as mentioned below at a(i), a(ii), a(iii) and a(iv)} of "all the quoted categories together".

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

Average Annual Business Volume for each category are as follows:

- i. Category-A (Packed Veg. Lunch / Dinner) - Rs. 11.93 Lakhs
 - ii. Category-B (Packed Non-Veg. Lunch / Dinner) - Rs. 0.64 Lakhs
 - iii. Category-C (Buffet & Sit down) - Rs. 11.83 Lakhs
 - iv. Category-D (Packed & Buffet South Indian Food) - Rs. 4.68 Lakhs
- c) The Bidder should have his firm / himself registered with unique PAN and GST Registration Numbers.
- d) The bidder should have valid license {(photocopy to be attached) on the day of technical-bid opening or extensions (if any)} issued by Food Safety and Standards Authority of India (FSSAI) Central/State, for their existing business.
- e) The restaurant / source kitchen of the bidder shall be at a maximum distance of 10 Kms (aerial distance) from BHEL House, Siri Fort, New Delhi-110049.
- f) BHEL shall physically inspect the supplying kitchen/restaurant of the 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.

Notes:

- Verified MSE shall be exempted from Bidder Turnover Criteria.
- Verified STARTUPS shall be exempted from Bidder Turnover Criteria

2. 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) All pages of tender documents, except Price Bids, duly signed & stamped on all pages.
- d) Documentary proof of establishment / source kitchen in Delhi at a distance of max 10 Kms. (aerial distance) from BHEL House, Siri Fort, New Delhi -110049.
- e) 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 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.

3. Price Quoting Method:

- (i) **“BHEL Base rates” for Catering Category-A / B / C / D are pre-filled in Price-BID (BOQ) (Excel format, BOQ1, BOQ2 BOQ3 and BOQ4) uploaded on GePNIC Portal. The bidder shall quote % EXCESS or % LESS in the box provided in the Price Bids (Part-II Bid, BOQ-1 sheet for Category A, BOQ-2 sheet for Category B, BOQ-3 sheet for Category C and BOQ-4 sheet for Category D), 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. (i) 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.**

4. 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 10 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 10 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.
5. 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
- (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.*

6. SCOPE OF WORK

- 6.1 Basic scope of work shall be as per S.No.1, Annexure-B. For detailed menu, refer Annexures C1 to C4.
- 6.2 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.*
- 6.3 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.*
- 6.4 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
- 6.5 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. 7, Annexure B.

7. **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.

- A. 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. (A)	Contract Agreement Defaults/non-compliances/breach (B)	Penalties being in the nature of liquidated damages for non-compliance/breach of contract. (C)
A.	The service provider must ensure that food & services are delivered: i. <i>within two hours of placement of order (for packed food) AND / OR at the communicated time (for Buffet & Sit Down).</i> ii. <i>hot, of good quality & taste. Stale & rotten food is strongly prohibited.</i> iii. <i>properly packaged without spillage (for packed food) AND/OR properly managed (for Buffet & Sit Down)</i> iv. <i>in time, as decided by BHEL (for Buffet & Sit Down)</i> v. <i>other deliverables, as indicated in the tender terms & conditions.</i>	<i>BHEL may impose a penalty of 5% of the billed amount for each of the problems listed in Col B (A-i, ii, iii, iv) 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.</i>
B.	in case of failure to abide by BHEL set requirements & standards (S. No. (A) (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).

C.	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.
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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.

- a) Victim: Any person who suffers permanent disablement or dies in an accident as defined below.
- b) Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/ operation and works incidental thereto at BHEL factories/ offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works / during working at BHEL Units/ Offices/ townships and premises/ Project Sites.
- c) Compensation in respect of each of the victims:
 - (i) In the event of death or permanent disability resulting from Loss of both limbs: ₹10,00,000/- (Rupees Ten Lakhs)
 - (ii) In the event of other permanent disability: ₹7,00,000/- (Rupees Seven Lakhs)
- d) Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to Section 2 (I) of the Employee's Compensation Act, 1923.”

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 MENTIONED ABOVE, BHEL shall have right to recover from the Contractor, an amount equivalent to the loss suffered by BHEL due to any negligence of the Contractor or his workforce, while carrying out the services under the contract.

8. 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.

9. 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 Base rates" for Catering Category-A / B / C / D are pre-filled in Price-BID (BOQ) (Excel format, BOQ1, BOQ2 BOQ3 and BOQ4) uploaded on GePNIC Portal. The bidder shall quote % EXCESS or % LESS in the box provided in the Price Bids (Part-II Bid, BOQ-1 sheet for Category A, BOQ-2 sheet for Category B, BOQ-3 sheet for Category C and BOQ-4 sheet for Category D), up to 2 decimal places.**
- 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 Reverse Auction**, 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/-.

10. PAYMENT TERMS:

- i) Payment shall be made once the services are delivered, and the Service Provider submits the invoice for the same. Monthly bills will be paid within ninety (90) days of submission of bills (Payment Period for MSE - 45 days & Medium Enterprises 60 day).
- ii) No advance payment shall be made to the Service Provider / Contractor.

- iii) 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 sought by BHEL will be settled by the Contractor.
- iv) The Contractor will have to intimate the bank account number, and other details of the bank to enable BHEL to credit the payments into the account.
- v) No interest shall be payable for delay in making the payments. The contractor shall not be entitled to any interest with respect to any money which may be due to him from BHEL.
- vi) 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.
- vii) All the deductions (if applicable) shall be settled before making the payments. Service provider shall not have any objection on the same. BHEL will review the documents provided by service provider & may either accept or reject based on actual performance. If required, BHEL may impose any LD/Penalty deductions, over & above the invoice submitted by service provider.
- viii) 100% payment would be made on the basis of actual number of services or items provided by the service provider(s).

11. TAXES & DUTIES:

- i) 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 as amended from time to time. Payment shall be made to the contractor only after submission of GST compliant Tax invoice. The successful bidder shall raise GST compliant invoice affixing GSTIN of BHEL's unit availing the services.
- ii) To protect BHEL's interest for GST input tax credit, GST portion amount shall be withheld and the same shall be released only after confirmation from GST website/portal that such invoice has been declared in GSTR-1 return filed by contractor within the stipulated time for the relevant period and tax amount thereon has been paid by contractor to Govt. within the stipulated time for the relevant period as per GST Law. In case of any loss to BHEL on account of noncompliance by contractor, the same shall be to contractor's account. BHEL has a right to take necessary steps to protect its interest at the time of release of payment.
- iii) Price shall be all inclusive, except GST. The amount towards GST shall be indicated separately as specified in the price format.
- iv) Digital tax invoice shall be preferred.
- v) GSTIN of BHEL will be provided to the contractor along with the work order.
- vi) Any new/ statutory changes as and when made applicable by the Government shall become applicable against documentary evidence.
- vii) While making the payment, statutory deductions as applicable, shall be made by BHEL. Payment to the Service Provider 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 vendor by BHEL.

- viii) 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) etc.
- ix) All applicable taxes and duties other than mentioned in the contract document, shall be payable by the Service provider and the BHEL shall not entertain any claims whatsoever with respect to the same.
- x) Any Statutory variation in the rate of GST, taking place between the Bid Submission by service provider and Bid End Date, shall be to the Service provider's account. Hence, Service provider must ensure that any Statutory variation in the rate of GST till Bid End Date is duly incorporated in the bid submitted by the service provider. In case service provider fails to incorporate the same in bid, the service provider will not be eligible for claiming any change in price due to such Statutory variation.
- xi) The Bill Form / On-line invoice shall be generated by the Service provider which may inter alia include the following confirmations from the Service provider:
 - a. Certified that the Goods and Services Tax (GST) charged on this Bill is not more than what is payable under the provision of the relevant Act or the Rules made there under.
 - b. Certified that the services on which GST has been charged have not been exempted under the GST Act or the rules made there under and the charges on account of GST on these services are correct under the provisions of that Act or the Rules made there under.
 - c. Certified that the Service provider is registered with above indicated GSTIN in the State where in their Billing address is located for the purpose of GST.
 - d. The service provider shall provide an undertaking that the provisions of antiprofitteering clause under GST Act have been complied with.
- xii) Service provider shall comply with all the necessary statutory compliances, including but not limited to, GST registration in line with the extant provisions of GST Act, providing GST invoices or other documentation as per GST Law relating to the supply of Goods or Services, uploading the details of the invoices, payment of taxes, timely filing of valid statutory returns for the tax period in the GST portal, etc.
- xiii) In case the Input Tax Credit of GST is denied or demand is recovered from BHEL on account of any act/ omission of the Service provider in this regard, the Service provider shall be liable in respect of all claims of tax, penalty and / or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. BHEL shall have the right to recover such amount from any payments due to the Service provider or from Performance Security, or any other legal recourse from the said Service provider. If any tax is required to be paid by the Service provider in pursuance of any demand from tax authorities, on account of

Service provider's suppression of facts, fraud or willful misstatement of facts while offering the products/service or submitting the bids, then the same shall not be passed on to BHEL through debit notes or Invoices or Supplementary Invoices and the service provider shall be solely liable for payment of the same.

- xiv) The Service provider, at all times, will ensure that the services being provided under this Contract/Agreement are performed strictly in accordance with all applicable laws, order, byelaws, regulations, notifications, guidelines, rules, standards, recommended practices etc. and no liability in this regard will be attached to the BHEL.

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. (In No.)	Amount (In Rs.)
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).	236.25	9520	22,49,100.00
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	257.25	533	1,37,114.25

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-B)**BHEL BASE RATES FOR CATEGORY-B - PACKED LUNCH / DINNER**

S.NO.	DESCRIPTION OF MENU	RATE (Rs. per packet), all inclusive	Qty. (In No.)	Amount (In Rs.)
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).	267.75	328	87,822.00
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	278.25	143	39,789.75

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. (In No.)	Amount (In Rs.)
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)	551.25	2049	11,29,511.25
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)	656.25	906	5,94,562.50
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)	761.25	682	5,19,172.50
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)	834.75	148	1,23,543.00

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. (In No.)	Amount (In Rs.)
D-1	<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)	236.25	3736	8,82,630.0
D-2	<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.	519.75	105	54573.75

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

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

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:	

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)

DECLARATION CERTIFICATE

(to be submitted along with Part-1 Bid)

Dear Sir/Ma'am,

Please find herewith our offer in line with requirement of BHEL's Tender document:

1. We confirm that bid complies with the total techno-commercial requirements / terms and conditions of the bidding document and subsequent addendum / corrigendum (if any) without any assumptions.
2. I / We do hereby declare that I / We 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. We also commit to adhere BHEL Fraud Prevention Policy, BHEL Guidelines on Suspension of Business Dealings, BHEL Guidelines for Reverse Auction.
3. We hereby confirm that we have gone through and understood the bidding document and that our bid has been prepared accordingly in compliance with the requirement stipulated in the said document. We are submitting Check-List of bidding document as part of our bid duly signed in token of our acceptance. We undertake that the bidding document shall be deemed to form part of our bid and in the event of award of work to us, the same shall be considered for constitution of contract agreement. Further, we shall sign & stamp each page of this bidding document as a token of acceptance and as a part of the Contract in the event of award of Contract to us.
4. We further confirm that we have quoted prices in price bid considering detailed description of scope of work. We confirm that price quoted by us includes price for all works/activities/supply etc. as mentioned in this tender document.
5. We declare that the statement made and the information provided in our offer is true and correct in all respect. In case, it is found that the information/ documents provided by us are incorrect/ false, our application/offer/tender shall be rejected by BHEL without any reference to us.

Thanking you,

Very Truly Yours,

Signature
With name, Designation & seal of the firm

NEFT Format / E-Banking Mandate Form
(To be submitted along with Part-1 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)