

भारत हेवी इलेक्ट्रिकल्स लिमिटेड
(भारत सरकार का उपक्रम)
पावर सेक्टर - पश्चिमी क्षेत्र
श्रीमोहिनी कॉम्प्लेक्स, 345 किंग्सवे, नागपुर
फ़ोन / Phone 0712- 3048600 TO 604 फ़ैक्स / FAX 0712- 3048698- 699/ 3048605 www.bhelpswr.co.in



Bharat Heavy Electricals Limited
(A Government of India Undertaking)
Power Sector-Western Region
Shreemohini complex, 345 Kingsway, Nagpur

Notice Inviting Tender

SL	PARTICULARS	DETAIL
1.	TENDER NUMBER	REF: PW:NGP:HRX:CATERING:2013-01
2.	NAME OF WORK	CATERING SERVICE TO BHEL PSWR
3.	LAST DATE AND TIME FOR THE SUBMISSION OF DULY FILLED IN TENDER DOCUMENT	25/11/2013 (25 TH NOVEMBER 2013) 1500 HRS.
4.	PLACE OF SUBMISSION OF TENDER DOCUMENT ALOG WITH EMD	BHEL, PSWR OFFICE, 5 TH FLOOR SHREEMOHINI COMPLX, KINGSWAY, NAGPUR
5.	DATE AND TIME FOR TENDER OPENING	25/11/2013 (25 TH NOV. 2013) – 1600 HRS.
6.	SCOPE OF WORK	REFER TENDER DOCUMENT
7.	ELIGIBILITY CRITERIA	REFER TENDER DOCUMENT
8.	GENERAL TERMS & CONDITIONS	REFER TENDER DOCUMENT

Contractor

BHEL

NOTE : The tenderer shall return the duly filled in Tender document after affixing signature on all the pages.

Issued to Contractor

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PRE QUALIFICATION CRITERIA FOR BIDDER FOR PREPARATION AND SERVING OF LUNCH AND OTHER REQUIREMENTS AT BHEL., PSWR OFFICE, SHRI MOHINI COMPLEX, 5TH & 6TH FLOORS, 345 KINGSWAY, NAGPUR-440 001.

TENDER NO. PW:NGP:HRX:CATERING:2013-01

PREQUALIFICATION CRITERIA:

- 1) Average annual financial turnover during the last 03 years, ending 31/03/2013 should be at least 12 lakhs. Bidder should have earned profit in any of the last three financial years ending on 31.03.2013 and should have positive net worth as on 31.03.2013. Vendor should submit audited Balance Sheet and Profit & Loss Account for last 03 financial years in support of the above requirement.
 - 2) VENDOR SHOULD have experience of catering to more than 50-70 persons in a single order for a minimum period of one year in organisations/PSUs/State/Central Govt./Private Sectors in last 7 years ending on latest due date of submission of offer. Proof of the same to be enclosed.
 - 3) BIDDER SHOULD submit valid PAN NUMBER/SERVICE TAX/TRADE LICENCE/PROFESSIONAL TAX (if applicable) documents.
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ANEXURE-I

FORMAT FOR NO DEVIATION CERTIFICATE
(To be submitted in the bidder's Letter Head)

Bharat Heavy Electricals Limited,
Power Sector-Western Region
Shri Mohini Complex,
345 Kingsway,
NAGPUR-440 001.

Dear Sirs,

Sub: NO DEVIATION CERTIFICATE FOR PREPARATION AND SERVING OF LUNCH AND OTHER
REQUIREMENTS AT BHEL., PSWR OFFICE, NAGPUR.

Ref: Tender No. PW:NGP:HRX:CATERING:2013-01 dated 16.11.2013

With reference to the above, this is to confirm that as per tender conditions, we have visited the site before submission of our offer and noted the job content & site conditions, etc. We also confirm that we have not changed/modified the tender documents as appeared in the website/newspapers and in case of observance at any stage, it shall be treated as null and void.

We hereby confirm that we have not taken any deviation from tender clauses together with other references as enumerated, and confirm our acceptance to reverse auctioning process and we hereby convey our unqualified acceptance to all terms and conditions as stipulated in the tender documents.

In the event of observance of any deviation in any part of our offer at a later date where implicit or explicit, the deviations shall stand null & void.

We confirm to have submitted the offer strictly in accordance with tender instructions.

Thanking you,

Yours faithfully,

(SIGNATURE, SEAL & DATE OF AUTHORISED PERSON)

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ANNEXURE-II

FORMAT FOR SEEKING CLARIFICATION

JOB: PREPERATION AND SERVING OF LUNCH AND OTHER REQUIREMENTS AT BHEL., PSWR OFFICE,
NAGPUR.

TENDER DOCUMENT NO. PW:NGP:HRX:CATERING:2013-01

Sl.No.	Ref.Clause of Tender Document	Existing provision	Bidder's Query	BHEL's Clarification

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SECTION-I

GENERAL INSTRUCTIONS TO TENDERERS

1.0 This tender specification as a whole, duly furnishing the following details, shall be duly signed in each and every page and sent in a sealed cover super scribing "TENDER FOR PREPARATION AND SERVING OF LUNCH AND OTHER REQUIREMENTS" at BHEL., PSWR Office, 345 Kingsway, Nagpur, as per prescribed menu and supply schedule set by BHEL.

2.0 Tenderer should submit their offer in line with this tender document only.

2.1 **PART-I :** The tenderer should submit the following documents:

- A list of credentials, i.e. proof of award of work by Central/State Govts., PSUs and leading Private Sectors in support of experience in the relevant field.
- Details of present job(s) being handled/working experience of last three years ending 31/03/2013.
- Attested copies of partnership deed, power of attorney (if applicable).
- No deviation certificate (As per the tender documents).
- Copy of Valid PAN No. /SERVICE TAX REGN.Number with Certificate.
- Audited Balance sheet and Profit & Loss Account of last three financial years ending 31/03/2013.

2.2 **PART-II :** The tenderer should deposit their Earnest Money as indicated in this Tender.

2.3 **PART-III:** Complete price offer in line with prescribed price bid schedule duly filled in all respect should be submitted in a separate sealed envelope.

The tender shall be addressed to :
Sr.Executive (HR)
BHEL., PSWR.,
Shri Mohini Complex,
345 Kingsway,
NAGPUR-440 001.

3.0 Tenders if submitted by post shall be sent by "REGISTERED POST WITH ACKNOWLEDGEMENT DUE". Tenders received after the due date is liable to be rejected. Tender papers may also be submitted by hand delivery or Courier Services or deposited in Despatch Section of BHEL., PSWR Office at 5th Floor, Shri Mohini Complex, 345 Kingsway, Nagpur-440 001.

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4.0 Tenders shall be opened by the authorised official(s) of BHEL at their office. The time and date of tender opening will be intimated at a later date. The tender shall be opened in presence of such of those Bidders or their authorised representative who wish to be present. Such representatives must bring with them their authorisation letter during opening of the price bids. For any clarification, the tenderers should contact authority inviting tenders.

5.0 The bidders shall thoroughly go through all the clauses/specifications, terms and conditions stipulated in the Tender documents. In case, the bidders have any doubt about the meaning of any portion of the tender specifications or the tender documents issued are incomplete or shall require clarification on any of the technical aspect, scope of work, etc. they shall at once contact the authority inviting the tender for clarification before submission of their offer.

6.0 Before submitting their offers, the bidders are advised to visit/inspect the BHEL., PSWR premises located at Sri Mohini Complex, 345 Kingsway, NAGPUR-440 001 and get themselves well acquainted with the working atmosphere and other prevalent conditions, facilities available. No claim shall be entertained later, on the grounds of lack of knowledge.

7.0 Bidder must furnish all the required information as per the instructions given in various sections of the tender specification. Each and every page of the tender specification must be signed and submitted **ALONG WITH THE OFFERS BY THE BIDDERS AS A TOKEN OF COMPLETE ACCEPTANCE THEREOF**. The information furnished shall be completed by itself.

8.0 The bidder shall quote the rate(s) in English language and international numerals. The rate(s) shall be in whole rupees. The rate(s) shall be entered in figures as well as in words. For the purpose of the tender the metric system of units shall be used.

9.0 All entries in the tender shall either be typed or be in written form. Erasures and overwriting are not permitted. Such Tenders may liable to be summarily rejected. All cancellations, insertions, overwriting, etc. shall be duly attested by the bidders.

10.0 "TENDER SPECIFICATIONS" shall mean the "*Specific conditions, technical specification, site information pertaining to work*" for which the bidders are required to submit their offer.

11.0 "LETTER OF INTENT" shall mean the intimation by a letter to the bidders that his tender has been accepted in accordance with provisions contained in that letter. The responsibility of the contractor commences from the date of issue of this letter and all the terms and conditions of the contract are applicable from this date.

12.0 **SUBMISSION OF TENDERS:** All tenders shall be submitted in **THREE PARTS** as under:

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PART-I

12.1 All the bidders are required to submit the following documents in a sealed cover super scribing "TECHNO COMMERCIAL BID" on the top of the envelope.

- A statement giving particulars duly supported by documentary evidence of satisfactory performance of services rendered/being rendered for works of similar nature by the bidder in reputed State/Central Govt./PSUs/Private Sectors.
- An attested copy of the Power of Attorney in case the tender is signed by an individual other than the Proprietor.
- All other documents as stated in Clause No.2.2, Part-II of Section-I.

In Case of Individual : His full name, mailing address, Fax No., Telephone No., e-Mail ID and place and nature of business are to be submitted.

In case of Partnership Firm : The names of all the partners and their addresses along with a copy of the partnership deed, instruments of partnership duly certified by Public Notary are to be submitted.

In Case of Companies: Date and place of registration including date of commencement certificate in case of Public Limited Company (Certified copies of Memorandum of Association are to be furnished), Nature of business carried out by the company and provisions of the Memorandum relating thereof as well as names and particulars including addresses of all the Directors and their previous experience, as well as their financial condition are to be submitted.

12.2 PART-II: EARNEST MONEY DEPOSIT

- Every Tender must be accompanied by the prescribed amount of interest free Earnest Money Deposit to be submitted in a Sealed Cover super scribed as "**EARNEST MONEY DEPOSIT**". An amount of Rs. 50,000/- (Rupees fifty Thousand only) is to be deposited as Earnest Money which shall be remitted either in cash (as per Income Tax Act) or by a Crossed Demand Draft/Pay Order drawn on any nationalised bank in favour of "**Bharat Heavy Electricals Limited**", payable at Nagpur.
- Tenders received without Earnest Money in full, in the manner prescribed above, are liable to be rejected.
- In case of successful bidder, the Earnest Money deposited shall be retained and it will be adjusted towards security deposit.
- In case of unsuccessful bidder, the Earnest Money deposited will be refunded to them within a period of Fifteen days from the date of issue of LOI to the successful bidder without any interest.

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e) BHEL reserves the right to forfeit the Earnest Money Deposit in case the successful bidder:

- i) Fails to start the work as may be indicated in the Letter of Intent.
- ii) After opening of tender revokes his tender within stipulated period or alters his earlier quoted rates, terms & conditions.
- iii) Fails to communicate unqualified acceptance to the Letter of Intent within fifteen days from the date of issue of Letter of Intent.

12.3 **PART-III: PRICE BID:** The Bidder shall go through all the Sections and Annexures and quote Lump Sum Rate per LUNCH accordingly in a Sealed Cover in the format enclosed.

13.0 The price bids of only those Bidders will be opened whose "Techno-Commercial Bid" and the Earnest Money Deposit requirements are found to be in order and acceptable to BHEL.

14.0 **AUTHORISATION & ATTESTATION:** Tenders shall be signed by persons duly authorised/empowered to do so. Certified copies of such authority and relevant documents shall be submitted along with the tenders.

15.0 **EXECUTION OF CONTRACT:** The responsibility of successful Bidder under this contract commences from the date as specified in the Letter of Intent by BHEL.

16.0 **SECURITY DEPOSIT:** Amount of Rs.50,000/- paid towards E.M.D. shall be converted as Security Deposit of the successful bidder and shall be interest free.

17.0 **RETURN OF SECURITY DEPOSIT:** After the successful completion of the contract period the Security Deposit shall be returned.

18.0 **REJECTION OF TENDER & OTHER CONDITIONS:**

The acceptance of tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves thereof rights for the following without assigning any reason whatsoever.

- a) To reject any or all of the tenders
- b) To split up the work amongst two or more bidders.
- c) To award the work in part

19.0 Conditional tenders containing absurd or unworkable rates and amounts and tenders which are incomplete and otherwise defective and tenders which are not in accordance with the tender conditions and specifications, etc. are liable to be rejected.

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20.0 If a Bidder expires after his submission of the tender or after the acceptance of his tender, BHEL may at their own discretion, cancel such tender. If a partner of a firm expires after the submission of the tender or after the acceptance of tender, BHEL may cancel such tender at their discretion unless the firm retains its character.

21.0 If the Bidder deliberately gives wrong information in this Tender, BHEL reserves the right to reject such Tender at any stage or to cancel the contract, if awarded and forfeit the EMD/Security Deposit.

22.0 Should a Bidder or contractor or in the case of a firm or company one or more of its partners/shareholders/Directors have a relations employed in the capacity of an Officer in BHEL, the authority in BHEL inviting the Tender shall be informed of the fact along with name of the Officer, failing which BHEL may at its sole discretion reject the Tender or cancel the contract and may forfeit the EMD/SD.

23.0 The successful Bidders should not sub-contract the part or complete the work detailed in this tender specification undertaken by him without written permission of BHEL. The Bidder is solely responsible to BHEL for the work awarded to him. Any deviation in this regard will entail termination of such contract by BHEL at the risk and responsibility of the contractor.

24.0 No deviation from the tender specification shall be acceptable to BHEL. Tenderers shall confirm their unqualified acceptance of the terms and conditions by giving an undertaking that they have not taken any deviation from the terms and conditions of the Tender.

25.0 VALIDITY OF OFFER:

The rates in the Tender shall be kept open for acceptance for a minimum period of six months from the date of opening of tenders. If a Bidder withdraws or revokes his tender or revised the tender rates and/or conditions for any item within the aforesaid period, his Earnest Money Deposit is liable to be forfeited. In case BHEL calls for negotiations, such negotiation shall not amount to cancellation or withdrawal of the original offer which shall be binding on the bidders.

26.0 SETTLEMENT OF DISPUTE AND ARBITRATION:

Except as otherwise specifically provided in the Contract all disputes concerning questions of fact rising under the contract shall be decided by BHEL subject to a written appeal by the Contractor to BHEL whose decision shall be final to the parties hereto.

Any disputes or differences including those considered as such by only of the parties arising out of or in connection with the contract shall be to the extent possible settled amicably between the parties.

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If any dispute or differences of any kind whatsoever shall arise between BHEL and the contractor, arising out of the contract for the performance of the work whether during the progress of termination, abandonment or breach of the contract, it shall in the first place be referred to and settled by Addl.General Manager (HR), BHEL., PSWR., Nagpur.

Who within a reasonable period after being requested shall give written notice of his decision to the contractor. Save as hereinafter provided, such decision in respect of every matter so referred shall forthwith be given effect to by the contractor who shall proceed with the work with all due diligence, whether he or BHEL required arbitration as hereinafter provided or not.

If after the Addl.General Manager (HR) has given written notice of this decision to the party, no claim to arbitration has been communicated to him by the party within 30 days from the receipt of such notice, the said decision shall become final and binding on the parties. In the event the contractor is dissatisfied with any such decision or if amicable settlement cannot be reached then all such disputed issues shall be referred to the sole arbitration of the person appointed by the General Manager of BHEL.

The parties to the contract understand and agrees that there will be no objection to any such appoint that the arbitrator so appointed is a Government Servant or in the employment of BHEL, that he had to deal with the matters to which the contract relates and that in the course of his duties or any of the matter in dispute or difference as a Government servant or as an employee of BHEL, he had expressed views in all or any of the matter in dispute or difference. The award of the arbitrator shall be final and binding on the parties to this contract.

In the event of arbitrator dying, neglecting or refusing or resigning or transferred or being unable to act for any reason or his award being set aside by the Court for any reason, it shall be lawful for the GM or his successor, as the case may be, either to act himself as the arbitrator or to appoints another arbitrator in place of outgoing arbitrator in the matter aforesaid.

The arbitrator may from time to time with the consent of both the parties to the contract enlarge the time for making the award.

Work under the contract shall continue during arbitration proceeding unless BHEL shall order the suspension or termination thereof or any part thereof of the work or any portion of the work.

Subject arbitration as aforesaid, shall be conducted in accordance with the provision of Indian Arbitration Act, 1996 or any statutory modification or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under the clause. The venue of the arbitration, if any, shall be Nagpur.

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SECTION-II

SCOPE, SPECIAL TERMS AND CONDITIONS OF THE CONTACT

Following are the scope, special terms and conditions of the contract.

- 1.0 The canteen will function under the overall control of HR Department BHEL PSWR HQ, Shri Mohini Complex 345, Kingsway Nagpur 440001.
- 2.0 The contractor is required to prepare and serve safe and hygienic Lunch and other requirements at BHEL office Shri Mohini Complex 345, Kingsway Nagpur. Food items, cooking utensils, gas burner including cooking gas, etc. for preparation of Lunch (as per prescribed menu) & supply of other requirements shall be under the scope of the contractor. The contractor has to serve the lunch and other requirements to BHEL's staff and guests at BHEL office, 345 Kingsway Nagpur on all working days & on holidays of BHEL too, as & when required.
- 3.0 The contractor shall be responsible for proper maintenance and cleaning of his cooking utensils in hygienic method. The Steel Boxes/Plates, bowls, spoons, cup & saucers, mugs, etc. are to be cleaned, washed by using detergent powder in boiled water daily by the contractor at his own cost. The contractor shall be required to keep adequate stock of all such items for serving lunch, tea/coffee, etc.
- 4.0 **SERVICES TO BE RENDERED BY THE CONTRACTOR**
 - 4.1 The menu for lunch is enclosed. The contractor should strictly follow the menu. Besides lunch the contractor has to serve tea/coffee and other requirements as and when required. The ingredients for preparing the requirements have to be arranged by the contractor only at his cost.
 - 4.2 The contractor shall also provide special catering service as per order placed on them for various Meetings/Conference/Training programme to be held at BHEL office Nagpur and at any other place at Nagpur for which rate(s), terms and conditions as mutually agreed upon shall be binding on the contractor.
 - 4.3 Approximately 100-150 nos. lunches shall be required on all working days depending on attendance.
 - 4.4 The contractor shall have to serve lunch against coupons. There are two types of coupons – One for Employees to be offered against lunch coupon and other for Guest which are to be signed by the concerned official/department. Responsibility for collection of lunch coupons shall be within the scope for the contractor. It is advisable to collect the coupons prior to serving lunch/after lunch as may be deemed fit by the contractor. Coupons collected on account of above may be billed monthly for payment within fifteen (15) days.

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4.5 The contractor may also be required to make sub-delivery of lunch/snacks packets from various Restaurants/Hotel for which payments will be made as per clause 4.2 and 5.3 of this Section.

4.6 The contractor shall be solely responsible for preparation of Lunch at his place & other requirements in office and serving of hygienic lunch by 13.00 hours to the employees of BHEL office located at Shri Mohini Complex 345, Kingsway Nagpur 440001 regularly without fail.

5.0 REIMBURSEMENT OF COUPONS AND OTHER CHARGES

5.1 For providing the above services, the contractor will be allowed reimbursement at the rates quoted for Lunch & other requirements by the agency against submission of coupons.

5.2 For serving of other items such as Special Lunch, the contractor will be reimbursed at the rates agreed upon as per the quantity, quality and variety of the items which shall be duly certified by the concerned official of BHEL and the same shall be binding on the contractor.

5.3 For sub-delivery of lunch packets from Restaurants/Hotels, the contractor will be reimbursed 10% towards service charges on the actual cost of lunch plus applicable taxes.

6.0 UNIFORM

6.1 The contractor should ensure that his staffs are always dressed in clean and tidy uniforms, shaved and combed condition while on duty for the said services in BHEL from the date of commencement of the contract.

7.0 INGREDIENTS/MASALAS AND OTHER RAW MATERIALS:

7.1 The contractor must use only the standard quality Refined Oil as the cooking medium. Also Tajmahal Tea/Tea bags, Sunrise Nescafe Coffee Powder only shall be used for preparation of Tea/Coffee, etc. The same shall be procured in sealed condition with ISI/AG Mark. The contractor shall not use any loose oil for cooking purposes. Using of such loose oil will enable BHEL to impose a penalty of ₹ 5000/- per incidence on the contractor.

7.2 The contractor must use fresh quality of HMT Rice, Arhar Dal, seasonal vegetables, for cooking purposes.

7.3 The contractor shall use only fresh quality of seasonal vegetables.

7.4 There will be strict quality control of food. The prohibited items like baking soda, chemical colour adulterated oils should not be used. Detection of use such items may lead to termination of the contract without assigning any reason and the EMD/SD shall be forfeited.

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8.0 CLEANLINESS:

All (Steel Plates, utensils, plates cups bowls, etc.) shall be collected, cleaned, washed in boiled water by using detergent powder and other materials, dried and stored immediately after use. It is the responsibility of the contractor to get the utensils cleaned and sterilized before use. The contractor should ensure cleanliness and hygiene of the utensils. In case any spot/wastes are noticed in such items, no payment will be made against that lunch and alternative lunch has to be arranged by the contractor for which no extra payment shall be made by BHEL/employee concerned. The contractor shall also keep the canteen premises clean and maintain the same in hygienic condition at all times to the satisfaction of the competent authority.

8.1 HEALTH/CLEANINESS:

No employee of the contractor shall be allowed to perform duty with illness/fever/contiguous diseases.

8.2 ENVIRONMENT:

The contractor along with his working hands must be well acquainted with the cleanliness and disposition of excess food/wastes as per the Rules of Municipal Corporation of the locality.

8.3 PEST CONTROL:

Pest control of the kitchen premises shall be carried out (by BHEL at free of cost).

8.4 STORAGE OF MATERIALS:

Storage of material should be done in professional manner. Two Refrigerators are available for use of agency.

9.0 INSPECTION:

The contractor shall allow a daily inspection of the raw materials and food prepared by an authorized representative of BHEL/canteen committee. The inspection authority shall note observations in the Register maintained by the contractor.

10.0 MODE OF PAYMENT

The payment shall be made in Indian currency only by RTGS to the bank account directly. The bills shall be produced for payment on monthly basis and it may be released within 15 (fifteen) days from the date of submission of the bill.

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11.0 SUPERVISION OF CANTEEN:

The contractor shall engage at his own cost an experienced supervisor empowered to take decisions regarding subject services. The contractor shall inform in writing the name of his supervisor engaged by him for supervision purposes and should be familiar with such activities. The supervisor also must be in prescribed uniform. The Supervisor shall be responsible for the day-to-day functioning of the canteen.

12.0 DEPLOYMENT OF MANPOWER

The bidders prior to submit their offers must visit BHEL premises to decide deployment of manpower for execution of above services at BHEL office Nagpur. For providing lunch to BHEL employees, the contractor shall engage sufficient cook(s), and requisite no. of service boys.

12.1 The contractor shall in respect of his employees furnish to the company the following information:

Name, father's name, date of birth, educational qualification, two identifying body marks, full residential address present and permanent home address, past experience and a passport size photograph.

12.2 The manpower deployed by the contractor shall be between 18 to 45 years of age. After attaining the age of 58 years such individual shall stand withdrawn by the contractor. They should be physically and mentally fit and should not have any criminal records. They should be free from any physical deformity and of sound health and should produce medical certificates to ensure their fitness to perform the above services. They must not suffer from any contagious diseases.

12.3 The contractor shall provide each of his employees with identity card with photograph duly verified and attested by the contractor. The employees of contractor must carry identity card with them regular basis for checking of security personnel.

12.4 The contractor has to arrange his own finance for carrying out the job including other financial obligation involved in arrangement of payment to his workmen, cooking utensils, cookeries, raw materials & ingredients etc. during the tenure of this contract. **No mobilization advance will be paid to the contractor by BHEL.**

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12.5 The contractor's staff/employee shall not be treated as BHEL staff/employee for any purpose whatsoever and facility/benefits applicable to BHEL staff/employee will not be applicable to contractor's staff/employee.

12.6 BHEL reserves the right on the suitability of the staff and other personnel who will be employed by the contractor. BHEL reserves the right to insist on removal of any employee of the contractor at any time, if they found him unsuitable and they shall forthwith replace/remove him.

13.0 WAGES TO MANPOWER

Payment to the manpower engaged by the contractor for the said contract is to be ensured by the contractor.

13.1 It is reiterated that there is no employer-employee relationship either with the contractor or with contractor's employees or with the contractor's organization. This is a contract and BHEL have no connection directly or indirectly or even remotely with contractor employees or with contractor's organization. This is only a business transaction.

13.2 After going all the sections of these Tender documents, the contractor shall quote lump sum fixed price for one no. lunch in the enclosed price Bid format.

13.3 The rates quoted in the Price Bid shall remain fixed, firm and valid during the total contract period of this contract and also the period of extension, if any.

14.0 TAXES:

The contract price is inclusive of all applicable taxes and duties except service tax, which will be reimbursed along with running bill but have to submit the proof of deposit not later than the next month's bill. The same practice will continue till the end of contracts. The vendor should also submit valid Service Tax registration certificate in Form no. ST-2.

15.0 PENALTY:

The supply of lunch is the primary responsibility of Contractor. In case lunch is not provided to BHEL staff due to the failure on the part of the contractor, BHEL reserves the right to impose penalty on the contractor for that particular day. The penalty will be the amount equal to the number of staff present on that day multiplied by the value of the lunch coupons, except on the occasion which is beyond the control of the contractor. The contractor shall also have to pay penalty limited to a sum Rs.500/- for each incident for not maintaining the quality & quantity.

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16.0 COMMENCEMENT OF WORK:

- 16.1 The contractor shall commence the work within the time indicated in the Letter of Intent from BHEL and shall proceed with the same with due expedition without any delay.
- 16.2 If the successful Bidder fails to start the work within the stipulated time, BHEL at its sole discretion will have the right to cancel the contract. His earnest money and/or security deposit with BHEL will stand forfeited without any further reference to him, without prejudice to any and all of BHEL's other rights and remedies in this regards.

17.0 MODE OF PAYMENT

- 17.1 All payment due to the contractor shall be paid through RTGS only.
- 17.2 Payment will be released to the contractor after submission of bills by the contractor, generally within 15 (fifteen) days from the date of receipt of such bills.
- 17.3 All payments will be made to the contractor after deduction of Income Tax at source as applicable and prescribed under Income Tax Act/Rules from time to time.
- 17.4 All payment to the contractor will be made in Indian currency only.

18.0 RIGHTS OF BHEL:

- 18.1 BHEL reserves the following rights in respect of this contract without entitling the contractor for any compensation:
- To terminate the contract any time by giving one month's notice without assigning any reasons thereof.
 - To recover any amount due from the contractor under this or any other contract with BHEL etc. or in any other from, the sum of money BHEL is forced to pay anybody due to contractor's failure to fulfill any of his obligations.
- 18.2 In the event of any dispute of any nature, the decision of BHEL shall be final and binding on the contractor.

19. RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF LOCAL LAWS EMPLOYMENT OF WORKERS ETC.

- 19.1 The contractor shall comply with all the laws, statutory rules & regulations as applicable in respect of their manpower as may be prevalent or enacted by the State/Central Governments.
- 19.2 The contractor shall pay all taxes, fees, license charges, duties, royalty commissions or other charges which may be levied on account of operation and in executing the contract to the concerned authorities at his own cost. BHEL will not entertain any such claims.



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19.3 The contractor shall ensure that no damage is caused by their manpower to any person property of other parties working at the place of work. If any such damage is caused, it is the responsibility of the contractor to make good the losses or to compensate for the same.

19.4 In case the contractor is required to undertake any work outside the scope of this contract, the rates payable shall be those mutually agreed upon.

19.5 The contractor shall be directly responsible for payment of wages to their manpower engaged under this contract.

19.6 For the Flag Hoisting ceremony i.e. on 15th August (Independence Day) and 26th January (Republic Day) and on holidays, if required, temporary arrangement of snacks should be the responsibilities of contractor. The payment for such service will be made on mutually agreed basis.

20. STRIKES & LOCKOUTS:

20.1 The contractor will be fully responsible for all the disputes and other issues connected with their manpower. In the event of any dispute causing non-supply of lunch to BHEL's staff, BHEL shall have the right to get the work executed through any other agencies and the cost so incurred by BHEL, shall be deducted from the contractor's running bills.

21. LAW GOVERNING THE CONTRACT AND COURT JURISDICTION:

21.1 The contract shall be governed by the law for the time being in force. The Civil Court, having ordinary original civil jurisdiction in Nagpur shall alone have exclusive jurisdiction in regard to claims in respect of this contract.

22. DURATION OF CONTRACT:

22.1 The contract shall initially be awarded for 03 months. After satisfactory completion of 03 months the same contract may be awarded to the bidder for a period of 02 (two) years including 03 months Trial operation. After completion of Two years, the contract may be extended further on mutual agreement basis on the same rate, terms and condition.

23. TERMINATION OF CONTRACT:

23.1 The contract may be terminated by BHEL after giving one month's notice to the contractor.

23.2 The contractor will be required to give to BHEL advance notice of three months in writing for termination/withdrawing the service rendered to BHEL under the scope of this contract.

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भारत हेवी इलेक्ट्रिकल्स लिमिटेड
(भारत सरकार का उपक्रम)
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Bharat Heavy Electricals Limited
(A Government of India Undertaking)
Power Sector-Western Region
Shreemohini complex, 345 Kingsway, Nagpur

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GENERAL:

1. Canteen premises, Water supply and Electricity will be provided by BHEL free of charge for providing light, fan etc. No electric heater to be used for cooking which is strictly forbidden.
2. BHEL will initially provide the thalis (approx. 100 nos.) along with cover, spoons, cup-plates. However, in case of damage to these utensils in future, the contractor will be required to replenish the same at his own cost.
3. The contractor shall not sublet either in whole or in part or use the said canteen premises other than for the purpose under the scope of the contract nor shall they make any structural additions and/or alterations to the same without obtaining the permission of competent authority of BHEL.
4. The said canteen premises shall not be used for residential purpose.
5. The contractor shall at all-time take precautions for the safety of his employees in performance of the contract and BHEL will not take any responsibility or liability in case of accident/death of contractor's employees. The compensation needs to be given as per labour law.