

**Name of work: SERVICE CONTRACT FOR CATERING FACILITIES TO STAFF WORKING AT
WATER HEAD WORKS OF BHEL-TRICHY FOR 2021-22.**

Enquiry No: 90321 00028/ 19.11.2021

SEALED TENDERS for the above work are hereby invited from contractors experienced in works of similar kind and magnitude. TENDERS must be submitted in a sealed covers consisting of 2 inner sealed covers

COVER 1 - TECHNICAL BID

COVER 2 - PRICE BID

All super scribing the name of work, tender enquiry no. etc.

**CONTRACTOR SHOULD SIGN & STAMP EVERY PAGE (AT RELEVANT PLACES) AS WELL AS IN SUPPORTING
DOCUMENTS**

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Enquiry No: 90321 00028/ 19.11.2021

**BHARAT HEAVY ELECTRICALS LIMITED
TIRUCHIRAPPALLI-620 014
WORKS CONTRACTS MANAGEMENT
PART-I (TECHNO-COMMERCIAL-BID)**

NOTICE INVITING TENDER

1.	Tender Ref No:	90321 00028/ 19.11.2021
2.	Name of work	SERVICE CONTRACT FOR CATERING FACILITIES TO STAFF WORKING AT WATER HEAD WORKS OF BHEL-TRICHY FOR 2021-22
3.	Location of work	BHEL –TRICHY (at water head works as detailed in scope of work)
4.	Period of contract	Twelve (12) months from the date of award of contract.
5.	Earnest Money Deposit (EMD)	NIL
6.	Tender Document details	A) Technical Bid – Pages from 1 to 43 B) Price Bid – Pages from 44 to 46
7.	Place of Submission of Tender Document	DGM/WCM Tender opening cell, Building 24, Ground Floor, BHEL, High Pressure Boiler Plant, Trichy – 620 014
8.	Last Date for Receipt of Tender	04.12.2021/ 14:00 Hrs.
9.	Date of Techno Commercial Bid Opening	04.12.2021/ 14:30 Hrs.
10.	Date of Price Bid Opening	Will be intimated separately to Technically qualified vendors.
11.	Contact details for queries related to tender	Shri Thiyagarajan V, Dy. Manager / WCM; 0431 257 1727; e-mail: thiyaguvj@bhel.in Shri Dineshwar Pahan, Dy Engineer /WCM 0431-257 4564; e-mail: dineshwar@bhel.in
12.	Contact details for queries related to scope of work	Shri M Thambiraja/ MGR/ Civil-Township 0431-257 8213 email: thambiraja@bhel.in

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A: Contractor Profile

1.	Name of the Enterprise/ Company/ Firm.	
1.1.	Status of the Enterprise/ Company/ Firm.	<input type="checkbox"/> Public Limited; <input type="checkbox"/> Private Limited <input type="checkbox"/> Partnership Firm; <input type="checkbox"/> Single Ownership <input type="checkbox"/> Public Sector / Govt. org; (Documentary evidence for the same to be attached)
1.2	Regd. Address of Enterprise/ Company/ Firm	
2	Details of documentary evidence submitted in support of Status of the Enterprise/ Company/ Firm. (Vendor to provide the details of document submitted)
Following documents may be submitted based on status of Enterprise/ Company/ Firm.		
2.1	Sole Proprietorship	Trade License / PAN/GST registration / Auditor's letter
2.2	Partnership	Registered Partnership Deed, PAN Copy of the firm. Also, PAN copy of all partners be furnished
2.3	Private Limited Company / Public Limited Company / Public Sector / Govt. Org	Certificate of Registration/Memorandum of Association & Articles of Association
3.	Landline/ Mobile number	
4.	E-mail Address:	

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5.	Name, Designation and Contact details of person signing the Tender (In case of authorized signatory, the copy of Power of Attorney (POA) should be enclosed as per Annexure-A4)	
6.	BHEL- Trichy Vendor Code: (If vendor code is not available, kindly Submit the original NEFT/RTGS Format duly filled and signed as per Annexure-A3 along with cancelled cheque leaf.)	
7	Proof of MSE registration, If applicable to vendor, Details to be enclosed	

Applicable GST for the work, @.....%,

GST confirmed during technical evaluation will be considered FINAL for price evaluation and Netcash outflow to BHEL.

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B: Qualifying Criteria:

Sl. No	Qualifying Criteria	DETAILS
A	Technical Competence:	
A.1	<p>Firm Experience: 1. During the last 7 years, i.e. since 01.11.2014 to 31.10.2021, should have executed similar works like Hospitality Business for indoor / Outdoor catering services. Work order / Award of Contract / Service completion certificate issued by any Central / State Govt / PSU company / Private Organization.</p> <p>One similar work for a value of at least ₹ 1.00 lakh</p> <p>(Experience proof from BHEL shall contain work order copies and experience proof from other than BHEL shall contain work order copies along with Form 26AS/TDS certificate / bank statement for payment from the organization for the work executed).</p> <p>Start-up companies will be provided benefits and relaxation as per the latest government norms. For availing start-up benefits, relevant certificates issued by Department for Promotion of Industry and Internal Trade shall be submitted along with the tender.</p>	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
B	Income Tax Registration (PAN) (Copy of PAN to be attached)	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
C	Goods & Service Tax Registration (GST) (Copy of GST Registration to be attached) (Declaration to be attached if Vendor is Exempted from paying GST. For such exempted vendor, Vendor cannot claim GST from BHEL, during the execution of the contract(if awarded) even if their status under GST changes to regular tax payer.)	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
C1	Applicable GST % for the work (TO BE INDICATED) , in case of GST exempted vendor they may write 'NIL'	
D	Food Safety and Standards Authority of India (FSSAI) license, valid on the date of tender opening. In case of fresh application/ renewal of existing license, copy of application for same (applied before tender opening date) shall be enclosed along with the tender. The FSSAI license shall be submitted to execution in-charge	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed

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	before commencement of work, if awarded, failing which penal action as deemed fit by BHEL, will be taken and binding on the vendor.	
E	If non-MSE vendor is L1, participating MSE quoting price within price band of L1+15% shall be counter-offered L1 rate(s). If the MSE vendor(s) accepts the counter-offered L1 rate(s), then as the contract cannot be split, the full/ complete supply of total tendered value shall be awarded to MSE. (To be agreed by bidder)	AGREED
F	No deviation & Declaration certificate on bidder's Letter head as per enclosed Annexure-A1 of tender document (Duly signed and sealed copy to be submitted).	
G	Contractors' Declaration: We have read all the terms and conditions, noted the job content & site conditions. We have quoted our offer for all items by taking care of unit of measurement given in the Bill of quantities against individual items. We have not taken any deviation from tender clauses as enumerated in the tender and we hereby convey our unqualified acceptance to all terms and conditions as stipulated in the tender. In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null & void. We assure that no tampering was done to any part of tender document by us and if otherwise will lead to rejection of our bid. We confirm to have submitted our offer strictly in accordance with tender instructions. We have read the Guidelines for Suspension of Business Dealings with Suppliers/ Contractors referred to in the enquiry and confirm acceptance to the same.	

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Experience details of vendor (similar works executed):

<u>Sl. No.</u>	<u>Description of work</u>	<u>Client</u>	<u>From date</u>	<u>To date</u>	<u>Value executed</u>
1.					

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CHECK LIST FOR DOCUMENTS TO BE ENCLOSED

<u>DOCUMENTS TO BE ATTACHED</u>	<u>(YES/NO/NOT APPLICABLE)</u>
WORK EXPERIENCE DETAILS WITH PROOF OF PAYMENT	
PAN	
GST (Declaration to be attached if Vendor is Exempted from paying GST)	
FSSAI License copy / Copy of application/Copy of renewal	
Proof for MSE registration	
DOCUMENTARY PROOF FOR COMPANY/FIRM/PROPREITORSHIP	
No deviation certificate, as per annexure A1	
AUTHORIZATION LETTER FOR PARTICIPATING TENDER OPENING (Not to be put in tender cover, to be brought in person while tender opening) (As per Annexure-A2)	
NEFT BANK FORMAT (Existing vendors and vendors who were already paid via NEFT through BHEL Trichy need not give this) (As per Annexure-A3)	
POWER OF ATTORNEY FOR SIGNING TENDER (in case of authorized signatory signing the tender, as per Annexure-A4)	

All the documents submitted by vendor shall be self attested.

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INSTRUCTIONS TO THE TENDERERS

SEALED TENDERS for the above work are hereby invited from contractors experienced in works of similar kind and magnitude. TENDERS must be submitted in sealed cover consisting of 2 (Two) inner sealed covers all super scribing the name of work, tender ref. no. etc. The offer should be addressed to **DGM, Works Contracts Management, Tender opening cell, Ground Floor, 24 Building, BHEL, Tiruchirappalli 620 014**, to reach WCM Dept. on or before date specified at **14:00 Hrs.** or the same may be dropped in the Tender Box kept at Tender opening cell, building 24, Ground Floor, BHEL, High Pressure Boiler Plant, Trichy – 620 014.

Tenders will be opened on the same day at **14:30 Hrs.** (IST) at Works Contracts Management, 53 Building, BHEL, Tiruchirappalli 620 014. BHEL shall not responsible for any postal delay.

The bidders may contact Dy. Manager/WCM (0431-2571727/2574564) Email: thiyaguvj@bhel.in/dineshwar@bhel.in (OR) DGM/WCM (0431-2577042) Email: evenkat@bhel.in M/s Bharat Heavy Electricals Limited, Tiruchirappalli – 620014, for any clarification required in this regard.

Bidder has to submit (1) Techno-Commercial bid and (2) Price bid in separate covers which together is put in a large cover.

- a. **The first envelope** shall be sealed and super scribed as **(Technical Bid** for NIT/Enquiry No.)
- b. **The second envelope** shall contain only **(Price bid)** for the above work as per scope and to be quoted as per the format given in price bid. Any other information in price bid will not be considered. The envelope shall be sealed and super scribed as Price Bid for NIT / Enquiry No.

All the above envelopes shall be kept into one large cover, sealed and super scribed as Tender Document for the work as per NIT (NIT/Enquiry No).

Note:

1. The quoted amount shall be valid up to **120 days** from the date of Technical bid opening.
2. The rates shall remain firm for the entire period of the contract.

3. CRITERIA FOR AWARD OF WORK:

Evaluation of the offer shall be done on “**Net Cash outflow to BHEL** after taking into account applicable Taxes and Duties “and overall (package) L1 basis. The L1 position based on the quoted values (subject to calculations) excluding applicable Goods & Services tax (GST), will not necessarily mean L1 for a vendor, but the net liability to BHEL, after considering the Goods & Services tax (GST) criteria for all the vendors who had participated in the tender. In case of exemption from the payment of Goods & Services tax (GST), the vendor has to submit a declaration along with the tender. For such exempted vendor, Vendor cannot claim GST from BHEL, during the execution of the contract (if awarded) even if their status under GST changes to regular tax payer.

4. If the contractor back outs after opening of tender, the contractor is liable for penal actions as deemed fit, will be taken by BHEL.
5. BHEL reserves the right to increase or decrease the tendered quantity.
6. **BHEL does not guarantee ordering of any minimum quantity.**
7. Income Tax deduction at source as applicable in the IT Act from time to time will be made on the value of the bills in the absence of Income Tax Exemption Certificate from the concerned IT officer.

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8. All the Statutory Obligations such as ESI, PF, Labor Acts, Factories Act, **Goods & Services tax (GST)**, etc. will have to be taken care of by the vendor. BHEL will have no liability on them. Notwithstanding the above, if any demand notice is served by the concerned Statutory Authorities for recovery of any of their dues on BHEL, the same would be paid to the statutory authorities without notice to the vendor and recovered as a due from any pending / future bills.
9. In case contract is not executed by vendor after award and acceptance of contract, BHEL may exercise the right to forfeit EMD, Security Deposit / BG of such contractors and also suitable action will be taken by BHEL on those Contractors as deemed fit.
10. BHEL reserves the right to reject the tender, if it contains any tampering to the tender documents submitted by the bidder, at any stage.
11. The labors engaged under this contract cannot be deployed in any other work. Violation of this rule will be viewed seriously.
12. BHEL reserves the right to cancel the tender or reject the lowest or any tender in full or in part without assigning any reasons whatsoever.
13. In order to ensure compliance to Minimum Wage payment to all workmen entering the BHEL premises, the entry of manpower shall be regulated based on the awarded value and the prevailing minimum wages.
14. **MSE VENDORS (MICRO & SMALL ENTERPRISES):**

EMD WAIVER DOCUMENTS (Documents shall be notarized / attested by gazetted officer)

- For availing MSE benefits, vendors shall be submitting UDYAM Regn. No./ UAM along with CA Certificate (as given below ANNEXURE –A) issued for financial year ending on 31st March 2020 (or) later
- EM-II with deemed validity of five years from the date of issue of EM-II as on date of technical bid opening. (or)
- EM-II along with latest CA certificate (as per Annexure-A) of this tender document) issued for financial year ending on 31st March 2020 or later where deemed validity of five years is expired. (or)
- Valid NSIC registration certificate as on date of technical bid opening. (or)
- Valid Registration to any other body as specified by ministry of MSME, GOI.
- If non-MSE vendor is L1, participating MSE quoting price within price band of L1+15% shall be counter-offered L1 rate(s). If the MSE vendor(s) accepts the counter-offered L1 rate(s), then as the contract cannot be split, the full/ complete supply of total tendered value shall be awarded to MSE.
- The preference to the MSEs will be given in order of their ranking
- Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal.
- Documents should be notarized or attested by a Gazetted officer.
- However, credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers at the time of tender evaluation.

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- The MSEs who have applied for registration or renewal of registration with any of the above agencies/bodies, but have not obtained the valid certificate as on closing date of the tender, are not eligible for exemption/preference.

Annexure - A

Certificate by Chartered Accountant on letter head

This is to Certify that M/S (Here in after referred to as 'company') having its registered office at is registered under MSMED Act 2006, (Entrepreneur Memorandum No. (Part – II) Dtd:, Category: (Micro/Small). (Copy enclosed). Further Verified from the Books of Accounts that the investment of the company as per the latest audited financial year As per MSMED Act 2006 is as follows:

1. For Manufacturing Enterprises: Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No. S.O.1722(E) dated October 5, 2006 :
Rs.....Lacs.

2. For Service Enterprises: Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under MSMED Act, 2006 :
Rs...Lac. (Strike off whichever is not applicable)

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

Date:

(Signature)

Name –

Membership Number – Seal of Chartered Accountant.

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IMPORTANT POINTS TO BE TAKEN CARE OF WHILE SUBMITTING OFFER:

The Evaluation currency for this tender shall be INR.

- a. Should a Tenderer find discrepancies or omissions in the Tender documents or should there any doubt as to their meaning, he should at once address the authority inviting the Tender, for clarification well before the due date, so as to submit his Tender in time. (No extension of time shall be given for submission of the Tender on any account) Every Endeavour is made to avoid any error which can materially affect the basis of the tender but the successful tenderer shall take upon himself to provide for the risk of any error which may be subsequently by discovered and shall make no subsequent claim on account thereof.
- b. Conditional, unwitnessed, late Tenders, Tenders containing prima-facie absurd rates and amounts, Tenders which are incomplete or otherwise considered defective and Tenders not in accordance with the Tender conditions herein contained and the Tenders not in original **ARE LIABLE TO BE REJECTED**
- c. Vendors are advised to get themselves acquainted with the site conditions, the scope / work details before submitting the offer.
- d. 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 shall be liable for rejection. entries in the Tender documents should be in one ink.
- e. The contractor shall quote only the lowest possible amount, inclusive of all taxes (except Goods & Service Tax (GST) which will be paid by BHEL extra as applicable) that can be offered for the intended quantity.
- f. The amount quoted shall be written in words as well as figures. Wherever there is a difference in the two, the amount quoted in words will be taken as final and binding on the contractor.
- g. The Tender must be signed separately and legibly by Partner / Director of the Firm or by the person holding the Power of Attorney on behalf of the Firm concerned. In the latter case, a copy of Power of Attorney, duly self-attested must accompany the proprietor or partner.
- h. If a Tenderer deliberately gives wrong information in his Tender or creates conditions favorable for the acceptance of his Tender, BHEL will REJECT SUCH TENDER AT ANY STAGE.
- i. Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
- j. Canvassing in any form in connection with Tenders is strictly prohibited and the Tenders submitted by the Contractors who resort to canvassing will be liable for rejection. The Tender schedule and the Tender shall be deemed to form an integral part of the Contract to be entered into for this work.
- k. Submission of Tenders by electronic media like e-mail, Internet, fax etc. followed by hard copy, is acceptable and will be at the sole risk of the Tenderer. The Tenders thus submitted will be final and binding on the Tenderer. BHEL will not be responsible for any consequences that may arise in this regard.
- l. Late and Delayed Tenders will be summarily rejected and under no circumstances it will be considered and accepted.
- m. All corrigenda/addenda/amendments/time extensions/clarifications, etc. to the tender will be hosted on BHEL & Govt. Tenders websites only (i.e. <http://www.bhel.com>, & <https://eprocure.gov.in>) and will not be published in any other media. Bidders should regularly visit above website(s) to keep themselves updated.
- n. BHEL may reject the bid or in case the contract has been awarded, then terminate the contract apart from taking any other suitable action under the contract or applicable legal provisions or BHEL guidelines including Guidelines for suspension of Business Dealings, without any liability for any compensation to the bidder if, BHEL discovers at any time that any statement made by the bidder in the affidavit cum undertaking is false, fraudulent or Any document submitted by the bidder was fake and forged Or If BHEL determines in the sole discretion that any statement was aimed at deliberately misleading BHEL with a view to ensure award of the subject contract to the bidder.
- o. The contractor shall follow norms of BHEL security system for movement of men & materials within the complex

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including biometric system.

- p. The workmen to be deployed by the contractor shall adhere to the safety / security rules and regulations of the Company and any person who is found to be violating the security / safety rules of the company shall be replaced immediately at the cost of the contractor.
- q. The contractor shall strictly adhere to various labour laws in force.
- r. The decision of In-charge for this contract shall be final and binding on the contractor regarding clarification of items of works.
- s. Lowest prices received against BHEL tenders need not be the technically acceptable one, and in that case, BHEL reserves the right not to consider the same.
- t. BHEL would negotiate or re-float the Tender opened if L1 price is not the acceptable price to them inter-alia other reasons. Tenderers shall not increase their quoted rates in case BHEL negotiates for reduction of rates. Such negotiation shall not amount to cancellation or withdrawal of the original offer.
- u. In all matters of disputes, the decision of the General Manager, BHEL, Tiruchirappalli-14 shall be final and binding on the Contractor.
- v. Water, Electrical energy, compressed air required for the work will be provided by BHEL at free of cost at the locations wherever possible. BHEL does not accept any liability whatsoever for non-supply, delay in supply or failure of supply of same. Contractor shall ensure that there is no wastage of same, otherwise supply of above is liable to be stopped at contractor's risk and cost. The contractor shall make leak proof / fire proof shed and provide control panel board of required capacity and lay the required electrical cables at their own cost for further distribution.
- w. Care should be taken to ensure only correct bid for the corresponding enquiry is placed in appropriate cover super scribing the same, failing which the bid will be liable for rejection.
- x. No bidder shall be allowed to use any electronic gadgets viz., mobile phones, tablets etc during tender opening/ or at any other meeting with BHEL for the purpose of this tender, which if found would be liable for rejection of their bid.
 - 1. Wherever the tender calls for quoting the amount, as per Price bid, vendors should quote only the amount for the total duration of the contract given in the tender, rates will be arrived by BHEL as stipulated in the annexure. Wherever the word rates are specified in the tender terms; it will be derived so from the amount quoted.
 - 2. The amount offered shall provide for the complete cost towards labour, consumables, tools, plants & machinery, transport, supervision, profits & overheads, and all other incidentals, etc. complete. However, if the GST is applicable for this contract, the same will be reimbursed on production of valid documentary proof for having paid the GST by them.
 - 3. The works contract to be entered into with the successful tenderer will be governed by BHEL General Conditions of Contract in force.
 - 4. The tenderer shall carry out health performance test at his cost for all the workmen engaged in the work through a registered medical practitioner and produce certificate on demand.
 - 5. The contractor has to make his own arrangements to provide refreshment for the workmen deployed by him.
 - 6. If any of the workers employed by the contractor is found to indulge in acts subversive of discipline, the same will be brought to the knowledge of the contractor and he shall arrange for replacement of such personnel.
 - 7. Contractor/Authorized representative must be present at site to supervise the activities on day-to-day basis and for giving necessary instructions regarding the work to be carried out.
 - 8. All the consumables, Tools & Plants used in the work shall be of approved quality and will be subject to periodical inspection by BHEL officials.
 - 9. The contractor has to carry-out the work in production shops without affecting the day to-day production

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activities.

10. The contractor should record the entry of all machineries / materials at the security gate while bringing in for work.

11. Statement of completed works with detailed certified measurements along with material consumption statement shall be submitted by the contractor in the last week of every month for processing their bill.

12. Contractor's materials and tools & plant shall have to be brought inside the factory with proper invoice / voucher and make necessary entry in the Security gate. They should maintain proper record for materials, tools & plants, etc., brought inside the factory complex.

13. Works shall be carried out as per relevant IS standards and rules adhering to necessary safety precautions.

14. The contractor should extend fullest co-operation with the third party agencies engaged, if any by BHEL to adhere the Quality Control Procedures ensuring quality.

15. The labour engaged under this contract cannot be deployed in any other works. Violation of this rule will be viewed seriously.

16. No contract labour will be allowed to enter into BHEL premises without PPEs (i.e. Safety Shoes etc.)

17. GST will be charged on the forfeited EMD/SD amount from the bidder at the applicable rates. GST tax Invoice will be issued to the vendor on receipt/recovery of GST amount from the vendor.

18. Signing the Tender:

The Tender shall be signed by the Authorized Signatory Only. Authorized signatory shall be the person holding 'power of attorney' on behalf of the firm / company / bidder-concerned authorized / empowered to act on behalf for the specific purpose.

Authorized signatory should have Power of Autonomy issued by MD or Board of Directors or authorized person for this purpose for quoting Tender and all procedures connected with, till finalization and execution of the Contract.

In case the Bidder is a Partnership Firm under Partnership Act, the Tender shall be signed by all the Partners of the firm or by the Managing Partner who have Signature and Seal of the Contractor authorized to do so or by a person holding the Power of Attorney on behalf of the Partnership Firm.

A copy of the Partnership Deed and / or a copy of the Power of Attorney, Self-attested shall accompany the Proprietor or Partner of the Company.

BHEL will not be bound by any other Power of Attorney granted or the change in the composition of the firm made, subsequent to the execution of the Contract agreement. They may however recognize such Power of Attorney or change in status after obtaining legal advice and the cost involved in that connection shall be chargeable to the bidder concerned.

19. Witnessing the Tender opening

The representative of the Bidder may choose to witness the Tender opening have to produce the Authorization Letter, as per the enclosed proforma, before opening of the Tender. The representatives without Authorization Letter in the prescribed format will not be allowed to participate in the Tender opening.

Only one representative from one bidder will be allowed to participate in the Tender opening.

Please note that Authorization Letter should be brought by the representative personally and not to be enclosed with the bid.

Tenders submitted by post should be sent "Registered Post with Acknowledgement due". These should be posted with due allowance for any delay in postal delivery. Tenders received after the due date and time of opening, tenders are liable to be rejected. Tenderers need to complete the security formalities at the gate entrance i.e. gate pass etc., while submitting their offers and hence they are advised to be present in the campus premises well ahead of time.

If tenderer expires after the submission of his tender or after the acceptance of his tender the BHEL may, at their discretion, cancels such tender. If a partner of a firm expires after submission of tender or after the acceptance of the Tender, BHEL may cancel such Tender at their discretion unless the firm retain its character.

The works executed in the own name of the tenderer only will be considered for eligibility criteria.

20. In case of opening day falls on holiday or happened to be declared as a holiday, the receipt and opening of the tender shall automatically fall on the same timing of the next working day.

21. Expenses incurred by bidder towards preparation of bid incidental to tender irrespective of whether it is accepted or

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not, shall be borne by vendor only.

22. The offers of the tenderer / bidders who are on the banned list and also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site (www.bhel.com → Tender Notification → List of Banned Firms)
23. The Parties who have been suspended or black listed or issued with “Show Cause Notice” by BHEL Trichy-14 or any other BHEL Unit will not be allowed to participate in the Tender and the bidder should declare the same in the Tender. Even during the course of evaluation / finalization of Tender if it is found that some of the parties are black listed / barred from business transactions / under business hold, BHEL will not consider them for further participation in the Tender.
24. Similarly, the offers of the bidders who are suspended (under hold/ delist) for business dealings by BHEL shall not be considered. Please note that lifting/ restoration of suspension (Ban/Hold/ De-list) of business dealing is not automatic after expiry of specified suspension period. Hence, vendor shall be considered as suspended for business till suspension is lifted by BHEL in writing on specific request of the vendor as per extant guidelines.
25. The contractor should extend full co-operation to the other contractors who may be doing other works in the same areas to enable them to execute their portions of work without any delay or difficulty.
26. Contractor has to ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, experience etc. acceptable to concerned department.
27. Contractors are advised that contract Labours must be employed without any discrimination on caste or creed or religion or gender basis.
28. The contractor shall submit police verification certificate in respect of the persons, engaged for first time by the contractor, for delivering services.
29. The contractor by submitting the tender undertakes that, they had never been found guilty by a court of law in India for any offence in involving fraud, dishonesty and moral turpitude. If at a later date, if it comes to the notice of BHEL about any such occurrences on the subject bidder, BHEL will have every right to reject the offer of such vendors at any point of time.
30. The Contractor shall ensure that his workmen movement is restricted to their relevant work areas only & shall vacate the premises after the shift is over.
31. In order to avoid unforeseen delay, it is advised that, any correspondence by vendor to BHEL reg. tender shall be emailed to all the addressees, as mentioned in tender. The correspondence through email wherever sought by BHEL shall be replied with all the addressees in ‘cc’ of the mail. Any instances arising out of such non-adherence and subsequent claim by vendor, will not be entertained by BHEL. Vendor shall furnish valid email id’s in the tender and regularly verify the same.
32. The tenderer/Bidder or any of his authorized personnel or agents will be granted permission by the BHEL to enter upon its premises and lands for the purpose of site visit. However, the bidder shall undertake that he, his personnel, and agents will be responsible against all liability in respect thereof, including death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
33. In general, Bidders shall themselves obtain all necessary information. A Bidder shall be deemed to have full knowledge of the Site, whether he inspects it or not and no extra claims due to any misunderstanding or otherwise shall be allowed. The cost of visiting the Site shall be at the Bidders’ own expense.
34. The Bidder, at his own responsibility and risk & cost, is encouraged to visit, inspect and survey the Site and its surroundings and satisfy himself before submitting his bid as to the form and nature of the Site, the means of access to the Site, the accommodation he may require, etc.
35. Other than the bidder, none of its group concerns or affiliates etc. are participating in the tender either directly or indirectly through any other agency under same proprietor / common director(s) / common partner(s). The bidder should declare the same in the Tender. Even during the course of evaluation /finalization of Tender/ at any stage, if it is found that some of the parties are not fulfilling the above clauses, BHEL will not consider them for further participation in the Tender/ reject all such tenders/contract.

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36. BENEFITS TO STARTUPS:

Start-up companies will be provided benefits and relaxation as per the latest government norms. For availing start-up benefits, relevant certificates issued by Department for Promotion of Industry and Internal Trade shall be submitted along with the tender.

37. Preference to Make in India:

For this procurement, the local content to categorize a supplier as a Class I local supplier/ Class II local Supplier/ Non Local supplier and purchase preference to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.

38. 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.

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SCOPE OF WORK:

Catering Services with following Terms and Conditions:

- i) The venue of Service is at Keelamullaikudi, Puthapuram and Vengur located at the bank of river Cauvery. Service to be given at line burst locations also, at times, along the pumping main line of BHEL water supply lines.
- ii) The food items are subjected to test check at BHEL's discretion both at suppliers' preparation point and at BHEL supply points or BHEL premise. The items must be of good and acceptable quality.
- ii) The items must be fresh, hot and should be prepared under hygienic conditions.
- iv) All the items should be packed separately and should be distributed to each individual persons as a package each.
- v) Tea/coffee should be brought in flask and 150 ml to be served in 170 ml capacity disposable paper cups to each individual persons.
- vi) There is no fixed order quantity and the supplier shall monitor the tender and supply accordingly.

For indicative purpose, Approximate average daily requirement

SI.NO	Items	Qty.	Unit
1	Break Fast	7	Each
2	10'O Clock Coffee	10	Each
3	Lunch	10	Each
4	3'O Clock Tea	10	Each
5	Evening Snacks with Tea	8	Each
6	Dinner	6	Each

- vii) Supplier should maintain a Register for the number of food items supplied on each day to various points and get the signature of the official authorized by Civil Township department and submit the consolidated list at the end of the month for processing the bill.
- viii) The Rates quoted shall be operational from the date of awarding the contract and the period of contract will be for one year from the date of commencement. Further extension of contract period shall be mutually agreed and there will not be any additions in rate.
- ix) High quality Ponni Rice and Cholesterol free oil shall be used for preparation. All ingredients like Groceries, Vegetables Milk, etc., required for food preparation are under scope of vendor. Cooking has to be carried out at vendor premises only.
- x) The rate quoted should be inclusive of all taxes except Goods & Service Tax (GST).
- xi) Adequate quantity of food shall be brought and at any cause no shortage should be felt.
- xii) Bills for every month shall be prepared by the contractor on the basis of the quantity supplied for each day. Consolidated statement and bills shall be prepared by the contractor on the last date of every month and submitted by 1st of every succeeding month to Engineer-in-charge and arrangements will be made for the payment. Payment will be made

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100% payment in 15 days from the bill registration date, on pro-rata basis on acceptance and certification of bills by BHEL Engineer-in-Charge.

xiii) BHEL will not be liable for any medical attendance, injury, loss of life of the persons engaged by the contractor in the preparation or transportation of the food items to the said areas.

xiv) Amount will be paid based on the number of food packs and beverages supplied and accepted.

xv) The contractor should meet any additional requirements of tea, snacks and lunch as demanded by BHEL which will be informed in advance.

xvi) The supplier shall comply with all the legal compliances applicable to this service.

xvii) In case of shortage / non supply of food items in time or if the food items supplied are not of expected quality, the total charges on account of alternative arrangements made by us to supply the same shall be deducted from the contractors running bills.

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GENERAL TERMS & CONDITIONS OF CONTRACT

1. Definition:

In these General Conditions of Contract, the following terms shall have, I meaning hereby assigned to them, except where the context otherwise requires:

- a) The "Contract" means, the documents forming the tender and acceptance thereof, together with all the documents referred to therein including general and special conditions to contract. All these documents as applicable taken together shall be deemed to form one contract and shall be complementary to one another.
- b) The "Work" means, the work described in the tender documents in individual work orders as may be issued from time to time to the contractor by the Officer-In charge within the power conferred upon him including all notified or additional items of works and obligations to be carried out as required for the performance of contract.
- c) The "contractor" means, the individual Firm or Company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the persons composing the firm or Company or the successors of the firm or company and the permitted assigns of such individual or firm or Company.
- d) "The Officer-In charge" means, the Officer deputed by the respective area **HOD** to supervise the work or part of the work.
- e) "Approved" and "Directed" means, the approval or direction of the respective area **HOD** or person deputed by him for the particular purposes.
- f) "BHARAT HEAVY ELECTRICALS LIMITED" (hereinafter referred to as BHEL) shall mean the Board of Directors, Chairman, Executive Director, General Manager or, other Administrative Officer of the said Company including DGM / WCM authorised to invite tenders and enter into contract for works on behalf of the Company.
- g) The "Contract sum" means, the sum accepted or the sum calculated in accordance with the prices accepted in tender and / or the contract rates as payable to the contractor for the execution of the work during the currency of the contract.
- h) A "week" means, Seven Days, without regard to the number of hours worked or not worked in any day in that week.
- i) A "day" means, the day of 24 hours (TWENTY-FOUR) irrespective of the number of hours worked or not worked in that day.

2. Heading to the Contract Conditions:

The heading to these conditions shall not affect the interpretations thereof.

3.DEVIATIONS: The contractor shall not carry out any work not covered by schedule except in pursuance of the written instructions of the respective area HOD/WCM. No such work shall be valid unless the same has been specifically confirmed and accepted by BHEL in writing and incorporated in the Contract.

4. Work to Be Carried Out:

The Contract shall include all labour which may be required for the execution of the work.

The Contractor will be deemed to have satisfied himself as to the nature of the site, local facilities of access and all matters affecting the execution of the work. No. extra charges consequent on any misunderstanding in these respects or otherwise will be allowed.

5. Assignment of Transfer of Contract:

The Contractor shall not, assign or transfer the contract or any part thereof, or any share, or interest thereon to any other persons.

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6. Sub-Contract:

The Contractor shall not sublet any portion of the contract.

7. Compliance to Regulations and Bye-Laws:

The Contractor shall confirm to the provisions of any statute relating to the work and regulations and Bye- laws of any local authority. The Contractor shall be bound to give all notices required by statutory regulations or by-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

8. Security Deposit (SD):

The contractor whose tender has been accepted shall, furnish security deposit within seven days of receipt of the notification of acceptance of his tender, as indicated. Security deposit shall be @ 5 % of Contract value.

EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security deposit (SD):

Modes of Deposit:

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

- i) Cash (as permissible under the extant Income Tax Act)
- ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
- iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
- iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL and **affix one rupee (Rs.1/-) revenue stamp & sign on back side of FDR.**
- 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)

General Terms related to SD:

The security Deposit will not carry any interest.

Security Deposit shall be released to the contractor upon fulfilment of Contractual obligations as per terms of contract. BHEL, shall not be responsible for any loss of securities due to liquidation or any other reason whatsoever or any depreciation in the value of the Securities while in their charge or for any loss of interest thereon.

NOTE: Acceptance of Security Deposit against Sl. No. (iii), (iv) and (v) above will be subject to hypothecation or endorsement on the documents (Signature of the Branch Manager must be present) in favor of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.

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.

All compensation or other sums of money payable by the contractor to BHEL under the terms of this contract or under any other contract with BHEL, may be deducted from the Security Deposit or realized by the sale of the securities of from the interest arising there from or from any sums which may be due or may become due to the contractor payable by BHEL, on any account whatsoever against this contract of any other contract with BHEL and in the event of his Security Deposit being reduced by reason of such deductions or sale as aforesaid, the Contractor shall within seven days thereafter make good in cash or in securities endorsed as aforesaid, any sum or sums by which the security

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Deposit has been so reduced.

In case of an Award of a Contract and if the Contractor fails to perform or does not comply with the Performance Evaluation Criteria, the Security Deposit will not be refunded / Bank Guarantee encashed.

Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (SBI rate+6%) for the delayed period, shall be submitted by the bidder. Further if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT/contract from the bills along with due interest.

The Bank Guarantee shall be kept valid until the due date for refund of Security Deposit.

Security Deposit has to be deposited within 7 days of LOI/WO as indicated. Else EMD will be forfeited and may also attract the provision of “Suspension of Business dealings with Suppliers/Contractors”.

9. GOODS & SERVICE TAX (GST) REGISTRATION & COMPLIANCE:

1. Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration No (GSTIN) which should be clearly mentioned in the offer. If the dealer is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer. Dealers under composition scheme should declare that he is a composition dealer supported by the screen shot taken from GST portal. The dealer has to submit necessary documents if there is any change in status under GST.
2. Supplier shall mention their GSTIN in all their invoices (incl. credit Notes, Debit Notes) and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No. which is linked/uploaded in GSTN network shall be clearly indicated), Billed to party (with GSTIN) & Shipped to party details, item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, Place of Supply etc.
3. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
4. Invoices will be processed only upon completion of statutory requirement and further subject to following:
 - a. Vendor declaring such invoice in Form GST ANX-1
 - b. Receipt of Goods or Services and Tax invoice by BHEL
5. As the continuous uploading of tax invoices in GSTN portal (in GST ANX-1) is available for all (i.e. both Small & Large) tax payers under proposed new GST Return System, all invoices raised on BHEL may be uploaded immediately in GST portal on despatch of material /rendering of services. The supplier shall ensure availability of Invoice in GST portal before submission of invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's GST ANX-2).
6. In case of discrepancy in the data uploaded by the supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month informed by BHEL.
7. In cases where invoice details have been uploaded by the vendor but failed to remit the GST amount to GST Department (Form PMT-08 or Form GST RET-01 to be submitted) within stipulated time, then GST paid on the invoices pertaining to the month for which GST return not filed by the vendor will be recovered from the vendor along with the applicable interest (currently 24% p.a) and all subsequent bills of the vendor will not be processed till filing of the GST return by the vendor
8. In case GST credit is denied to BHEL due to non-receipt or delayed receipt of goods and/ or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount claimed in the invoice shall be disallowed to the vendor.

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9. Where any GST liability arising on BHEL under Reverse Charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the vendor.
10. Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contracts. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Tax Invoice will be issued by BHEL indicating the respective supply invoice number.
11. GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 – Central Tax dated 13.09.2018. GST TDS certificate which will be generated in GST portal subsequent to vendor accepting the TDS deduction in the GST portal, will be issued to the vendor.

10. Orders under the Contract:

All orders, notices etc. to be given under the contract shall be in writing, typescript or printed and if sent by registered post to the address given in the tender of the Contract, shall be deemed to have been served on the date, when in the ordinary course they would have been delivered to him. The Contractor shall carry out without delay all orders given to him.

11. Contractor's Supervision:

1. The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to BHEL Officials.
2. Orders given to the Contractor's agent shall be considered to have the same force as if they have been given to the Contractor himself.
3. The Contractor or his accredited agent shall attend when required without making any claim for doing so to the OFFICER-INCHARGE, to receive instructions.
4. The respective area HOD shall have full powers and without assigning any reason, requires the Contractor to immediately cease to employ in connection with this contract, any agent, servant or employee where continued employment is, in his opinion undesirable. The Contractor shall not be allowed any compensation on this account.

12. Precautions against Risk:

The Contractor shall be responsible for providing at his own expense for all precautions to prevent loss or damage from any and all risks and to minimize the amount of any such loss or damage and for the necessary steps to be taken for the said purpose.

13. Damage & Loss to Private Property & Injury to workmen:

The Contractor shall at his own expense reinstate and make good to the satisfaction of the respective area **HOD** and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Employees Compensation Act or otherwise.

14. Laws Governing the Contract:

The contract shall be governed by the Indian Laws for the time being in force.

15. Cancellation of Contract for Corrupt Acts:

BHEL, whose decision shall be final and conclusive, shall without prejudice to any other right or remedy which shall have accrued, shall accrue thereafter to BHEL cancel the contract in any of the following cases and the Contractor shall be liable to make payment to BHEL for any loss or damage resulting from any such cancellation to the same extent as provided in the case of cancellation for default.

If the Contractor shall:

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a) Offer or give or agree to give to any person in BHEL service any gift or consideration of any kind, as an inducement or reward for doing or for bearing to do or for having done or for having borne to do any act, in relation to the obtaining or execution of this or any other contract for BHEL service,

OR

b) Enter into a contract with BHEL in connection with which commission has been paid or agreed to be paid by him or with his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to BHEL,

OR

c) To obtain' a contract with BHEL as a result of ring tendering or by non-bonafide methods of competitive tendering, without first disclosing the fact in writing to BHEL.

16. Cancellation of Contract for Insolvency Assignment of Transfer or Subletting of Contract:

BHEL, without prejudice to any other right or remedy, which shall have accrued or shall accrue thereafter to BHEL, shall cancel the contract in any of the following cases:

If the Contractor,

a) Being an individual or if a firm any partner thereof shall at any time be adjudged bankrupt or have a receiving order for administration of his estate, made against him or shall take any proceedings for liquidation or composition under any bankruptcy Act or assignment of his effects of composition or arrangement for the benefit of his creditors or purport to do so, or if any application made under any Bankruptcy Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him on behalf of his creditors.

OR

b) Being a Company, shall pass a resolution or Court shall make an order for the liquidation of its assets, or a receiver or Manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or Manager.

OR

c) Assigns, Transfers, Sublets or attempts to assign, transfer or sublet any portion of the work.

d) Whenever BHEL exercises the authority to cancel the contract under these conditions, BHEL may have the work done /by any means at the Contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by the respective area **HOD**) being less than the contract cost, the advantage shall accrue to BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by the respective area **HOD** or the same shall be recovered from the Contractor by other means.

e) In case BHEL carries out the work under the provisions of this condition, the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plants and / or labour provided by BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the respective area **HOD** whose decision shall be final and conclusive.

f) Labour engaged by the contractor should be disciplined & exhibit good behaviour in dealing with employees of BHEL. Any misbehaviour or undesirable conduct of any person engaged by the contractor is reported, contractor shall change that person immediately or else it may even lead to termination of the contract & in such case security deposit will be forfeited as penalty.

17. Cancellation of Contract in Part or Full for Contractor's Default:

If the contractor:

a) makes default in carrying out the work as directed and continues in that state after a reasonable notice from the respective area **HOD** or his authorized representative:

b) fails to comply with any of the terms & conditions of the contract or failure to comply orders after reasonable notice in writing with orders properly issued thereunder:

BHEL, may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the contract as whole or in part thereof or only such work order or items of work in default from the contract. Whenever BHEL exercises the authority to cancel the contract as a whole or part under this condition, BHEL may complete the work at the contractor's risk and cost (as certified by the respective area.

HOD which is final and conclusive) being less than the contract cost, the advantage shall accrue to BHEL. If the cost exceeds the money due to the Contractor under this contract, the Contractor shall either pay the excess amount ordered by the

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respective area **HOD** or the same shall be recovered from the Contractor by other means. In case BHEL carries out the work or any part thereof under the provisions of the conditions the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or labour provided by BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the respective area **HOD** whose decision shall be final and conclusive.

18. Termination of Contract on Death of Contractor:

Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, or if the firm IS dissolved or the company is liquidated, BHEL shall have the option of terminating the contract without compensation to the Contractor.

19. Special Power to Termination:

If at any time after the award of contract, BHEL shall for any reason whatsoever not require whole or any part of the work to be carried out the respective area **HOD** shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the foreclosing of the work.

20. PAYMENT TERMS:

1. 100% payment in 15 days from the bill registration date on **pro-rata basis** on acceptance and certification of bills by BHEL Engineer-in-Charge.

2. Payment shall be made against Certification by respective area Engineer-in-charge.

The Contractor at the end of each month shall submit a bill in triplicate detailing the various items of work done during the month supported by the requisitions issued from time to time. The Contractor shall, once in every month, submit to the respective area **HOD** separately details of their claims for the work done by them up to and including the previous. He should in addition furnish a clear certificate to the effect that the claims submitted by him as aforesaid cover all his claims and that no further claims shall be raised by him in respect of the work done up to and including the period under report. Payment will be at the sole discretion of BHEL.

Along with bills, Contractors has to furnish copy of the following documents for further processing of bills:

- a) Copy of payment challan of previous Month / Quarter as proof of deposit of GST along with a certificate from the Contractor that GST collected from BHEL has been remitted to tax authorities.
- b) Any other relevant document which is required from time to time as per BHEL requirement.
- c) If the Contractor is not registered for any statutory obligation and not liable thereto, then a declaration shall be submitted along with offer that they are within the threshold limit.

No advance may be paid for operational or any other expenses.

Goods and Services tax will be payable extra by BHEL at prevailing rates and corresponding TDS will be made as per Government norms.

21. 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 or any sum then due or which at any time thereafter may become due to Contractor under the contract or under any other contract with BHEL or from his Security Deposit unless the contractor pays the claim on demand.

22. Post- Technical Audit of Work and Bills:

BHEL reserves the right to carry out the post-payment Audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc., and enforce recovery of any sum becoming due as a result thereof in the manner provided in the presiding sub- paragraphs. However, no such recovery shall be enforced after three years of passing the final bill.

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23. Refund of Security Deposit:

The Security Deposit may be refunded to the Contractor after completion of the contract provided, after the Contractor shall first have been paid the last and final bill and have rendered a "NO DEMAND CERTIFICATE".

24. Force Majeure Clause:

If, at any time during the continuance of this Contract the performance in whole or in part by either party of any obligations under this Contract shall be prevented or delayed by reason of any War, Hostile acts of the public enemy Civil Commotion, Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, Earthquake etc.) then provided notice of happening of any such event is given by either party to other within 7 days from the date of occurrence thereof neither of the parties shall by reason of such event be entitled to terminate this Contract or claim for damages against the other in respect of such non-performance or delay for such period. Performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event, claims for extension of time may be granted for periods considered reasonable by the respective area **HOD** at his discretion subject to prompt notification by the contractor.

25. Arbitration:

1. Arbitration and conciliation:

The Parties agree that 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, effect, interpretation or breach of the contract/tender 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 to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof.

Notes:

1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.
2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Annexure ... to the Terms and conditions of the tender. The Annexure (as below) together with its appendices will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in the terms and conditions of the tender.

Except as provided elsewhere in this Contract, 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 Head of the BHEL, Trichy. 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 at BHEL premises, Trichy.

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

Subject to the arbitration in terms of Clause above, the Courts at TRICHY shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.

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.

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In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred by either Party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the Parties to the dispute, provided, however, any Party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the Parties hereto finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

Annexure

BRIEF PROCEDURE FOR CONDUCT OF CONCILIATION PROCEEDINGS

1. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided herein:
2. The party desirous of resorting to Conciliation shall send an invitation/notice in writing to the other party to conciliate specifying all points of Disputes with details of the amount claimed. The party concerned shall not raise any new issue thereafter. Parties shall also not claim any interest on claims/counter-claims from the date of notice invoking Conciliation till the conclusion of the Conciliation proceedings.
3. The party receiving the invitation/notice for Conciliation shall within 30 days of receipt of the notice of Conciliation intimate its consent for Conciliation along with its counter-claims, if any.
4. The Conciliation in a matter involving claim or counter-claim (whichever is higher) up to Rs 5 crores shall be carried out by sole Conciliator nominated by BHEL while in a matter involving claim or counter-claim (whichever is higher) of more than Rs 5 crores.
5. Conciliation shall be carried out by 3 Conciliators nominated by BHEL.
6. The Parties shall be represented by only their duly authorized in-house executives/officers and neither Party shall be represented by a Lawyer.
7. The first meeting of the IEC shall be convened by the IEC by sending appropriate communication/notice to both the parties as soon as possible but not later than 30 days from the date of his/their appointment. The hearings in the Conciliation proceeding shall ordinarily be concluded within two (2) months and, in exceptional cases where parties have expressed willingness to settle the matter or there exists possibility of settlement in the matter, the proceedings may be extended by the IEC by a maximum of further 2 months with the consent of the Parties subject to cogent reasons being recorded in writing.
8. The IEC shall thereafter formulate recommendations for settlement of the Disputes supported by reasons at the earliest but in any case within 15 days from the date of conclusion of the last hearing. The recommendations so formulated along with the reasons shall be furnished by the IEC to both the Parties at the earliest but in any case within 1 month from the date of conclusion of the last hearing.
9. Response/modifications/suggestions of the Parties on the recommendations of the IEC are to be submitted to the IEC within time limit stipulated by the IEC but not more than 15 days from the date of receipt of the recommendations from the IEC.
10. In the event, upon consideration, further review of the recommendations is considered necessary, whether by BHEL or by the other Party, then, the matter can be remitted back to the IEC with request to reconsider the same in light of the issues projected by either/both the Parties and to submit its recommendations thereon within the following 15 days from the date of remitting of the case by either of the Parties.
11. Upon the recommendations by the Parties, with or without modifications, as considered necessary, the IEC shall be called upon to draw up the Draft Settlement Agreement in terms of the recommendations.
12. When a consensus can be arrived at between the parties only in regard to any one or some of the issues referred for Conciliation the draft Settlement Agreement shall be accordingly formulated in regard to the said Issue(s), and the said Settlement Agreement, if signed, by the parties, shall be valid only for the said issues.

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As regards the balance issues not settled, the parties may seek to resolve them further as per terms and conditions provided in the contract.

13. In case no settlement can be reached between the parties, the IEC shall by a written declaration, pronounce that the Conciliation between the parties has failed and is accordingly terminated.
14. Unless the Conciliation proceedings are terminated in terms of para 22 (b), (c) & (d) herein below, the IEC shall forward his/its recommendations as to possible terms of settlement within one (1) month from the date of last hearing. The date of first hearing of Conciliation shall be the starting date for calculating the period of 2 months.
15. In case of 3 members IEC, 2 members of IEC present will constitute a valid quorum for IEC and meeting can take place to proceed in the matter after seeking consent from the member who is not available. If necessary, videoconferencing may be arranged for facilitating participation of the members. However, the IEC recommendations will be signed by all members. Where there is more than one (1) Conciliator, as a general rule they shall act jointly. In the event of differences between the Members of IEC, the decision/recommendations of the majority of the Members of IEC shall prevail and be construed as the recommendation of the IEC.
16. The Draft Settlement Agreement prepared by the IEC in terms of the consensus arrived at during the Conciliation proceedings between the Parties shall be given by the IEC to both the parties for putting up for approval of their respective Competent Authority.
17. Before submitting the draft settlement agreement to BHEL's Competent Authority viz. the Board Level Committee on Alternative Dispute Resolution (BLCADR) for approval, concurrence of the other party's Competent Authority to the draft settlement agreement shall be obtained by the other party and informed to BHEL within 15 days of receipt of the final draft settlement agreement by it. Upon approval by the Competent Authority, the Settlement Agreement would thereafter be signed by the authorized representatives of both the Parties and authenticated by the members of the IEC.
18. In case the Draft Settlement Agreement is rejected by the Competent Authority of BHEL or the other Party, the Conciliation proceedings would stand terminated.
19. A Settlement Agreement shall contain a statement to the effect that each of the person(s) signing thereto (i) is fully authorized by the respective Party(ies) he/she represents, (ii) has fully understood the contents of the same and (iii) is signing on the same out of complete freewill and consent, without any pressure, undue influence.
20. The Settlement Agreement shall thereafter have the same legal status and effect as an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal passed under section 30 of the Arbitration and Conciliation Act, 1996.
21. Acceptance of the Draft Settlement Agreement/recommendations of the Conciliator and/or signing of the Settlement Agreement by BHEL shall however, be subject to withdrawal/closure of any arbitral and/or judicial proceedings initiated by the concerned Party in regard to such settled issues.
22. Unless otherwise provided for in the agreement, contract or the Memorandum of Understanding, as the case may be, in the event of likelihood of prolonged absence of the Conciliator or any member of IEC, for any reason/incapacity, the Competent Authority/Head of Unit/Division/Region/Business Group of BHEL may substitute the Conciliator or such member at any stage of the proceedings. Upon appointment of the substitute Conciliator(s), such reconstituted IEC may, with the consent of the Parties, proceed with further Conciliation into the matter either de-novo or from the stage already reached by the previous IEC before the substitution.
23. The proceedings of Conciliation under this Scheme may be terminated as follows:
 - a. On the date of signing of the Settlement agreement by the Parties; or,
 - b. By a written declaration of the IEC, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of the declaration; or,
 - c. By a written declaration of the Parties addressed to the IEC to the effect that the Conciliation proceedings are terminated, on the date of the declaration; or,
 - d. By a written declaration of a Party to the other Party and the IEC, if appointed, to the effect that the Conciliation proceedings are terminated, on the date of the declaration.
 - e. On rejection of the Draft Settlement Agreement by the Competent Authority of BHEL or the other Party.

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24. The Conciliator(s) shall be entitled to following fees and facilities:

SI No	Particulars	Amount
1	Sitting fees	Each Member shall be paid a Lump Sum fee of Rs 75,000/- for the whole case payable in terms of paragraph No. 27 herein below.
2	Towards drafting of settlement agreement	In cases involving claim and/or counter-claim of up to Rs 5crores. Rs 50,000/- (Sole Conciliator)
		In cases involving claim and/or counter-claim of exceeding Rs 5 crores but less than Rs 10 crores. Rs 75,000 (per Conciliator) In cases involving claim and/or counter-claim of more than Rs 10 crores. Rs 1,00,000/- (per Conciliator) Note: The aforesaid fees for the drafting of the Settlement Agreement shall be paid on Signing of the Settlement Agreement after approval of the Competent Authority or Rejection of the proposed Settlement Agreement by the Competent Authority of BHEL.
3	Secretarial expenses	Rs 10,000/- (one time) for the whole case for Conciliation by a Sole Member IEC. Where Conciliation is by multi member Conciliators –Rs 30,000/- (one time)- to be paid to the IEC
4	Travel and transportation and stay at outstation Retired Senior Officials of other Public Sector Undertakings (pay scale wise equivalent to or more than E-8 level of BHEL)	As per entitlement of the equivalent officer (pay scale wise) in BHEL.
	Others	As per the extant entitlement of whole time Functional Directors in BHEL.
		Ordinarily, the IEC Member(s) would be entitled to travel by air Economy Class.
5	Venue for meeting	Unless otherwise agreed in the agreement, contract or the Memorandum of Understanding, as the case may be, the venue/seat of proceedings shall be the location of the concerned Unit / Division / Region / Business Group of BHEL. Without prejudice to the seat/venue of the Conciliation being at the location of concerned BHEL Unit / Division / Region / Business Group, the IEC after consulting the Parties may decide to hold the proceedings at any other place/venue to facilitate the proceedings. Unless, Parties agree to conduct Conciliation at BHEL premises, the venue is to be arranged by either Party alternately.

25. The parties will bear their own costs including cost of presenting their cases / evidence / witness(es) / expert(s) on their behalf. The parties agree to rely upon documentary evidence in support of their claims and not to bring any oral evidence in IEC proceedings.

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26. If any witness(es) or expert(s) is/are, with the consent of the parties, called upon to appear at the instance of the IEC in connection with the matter, then, the costs towards such witness(es)/expert(s) shall be determined by the IEC with the consent of the Parties and the cost so determined shall be borne equally by the Parties.
27. The other expenditures/costs in connection with the Conciliation proceedings as well as the IEC's fees and expenses shall be shared by the Parties equally.
28. Out of the lump sum fees of Rs 75,000/- for Sitting Fees, 50% shall be payable after the first meeting of the IEC and the remaining 50% of the Sitting Fees shall be payable only after termination of the conciliation proceedings in terms of para 22 hereinabove.
29. The travelling, transportation and stay at outstation shall be arranged by concerned Unit as per entitlements as per Serial No. 3 of the Table at para 23 above, and in case such arrangements are not made by the BHEL Unit, the same shall be reimbursed to the IEC on actuals limited to their entitlement as per Serial No. 4 of the Table at Para 23 above against supporting documents. The IEC Member(s) shall submit necessary invoice for claiming the fees/reimbursements.
30. The Parties shall keep confidential all matters relating to the conciliation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of its implementation and enforcement or as required by or under a law or as per directions of a Court/Governmental authority/ regulatory body, as the case may be.
31. The Parties shall not rely upon or introduce as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the Disputes that is the subject of the Conciliation proceedings:
 - a. Views expressed or suggestions made by the other party in respect of a possible settlement of the Disputes;
 - b. admissions made by the other party in the course of the Conciliator proceedings;
 - c. proposals made by the Conciliator;
 - d. The fact that the other Party had indicated his willingness to accept a proposal for settlement made by the Conciliator.
32. The Parties shall not present the Conciliator(s) as witness in any Alternative Dispute Resolution or Judicial proceedings in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.
33. None of the Conciliators shall act as an arbitrator or as a representative or counsel of a Party in any arbitral or judicial proceeding in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.
34. The Parties shall not initiate, during the Conciliation proceedings, any arbitral or judicial proceedings in respect of a Disputes that is the subject matter of the Conciliation proceedings except that a Party may initiate arbitral or judicial proceedings where, in his opinion, such proceedings are necessary for preserving his rights including for preventing expiry of period of limitation. Unless terminated as per the provisions of this Scheme, the Conciliation proceedings shall continue notwithstanding the commencement of the arbitral or judicial proceedings and the arbitral or judicial proceedings shall be primarily for the purpose of preserving rights including preventing expiry of period of limitation.
35. The official language of Conciliation proceedings under this Scheme shall be English unless the Parties agree to some other language.

Appendix I

FORMAT FOR SEEKING CONSENT FOR REFERRING THE DISPUTES TO CONCILIATION THROUGH IEC

To,
M/s. (Stakeholder's name)
Sub: Resolution of the Disputes through conciliation by Independent Expert Committee (IEC).

Ref: Contract No/MoU/Agreement/LOI/LOA& date _____.

Sir,

With reference to above referred Contract/MoU/Agreement/LOI/LOA, you have raised certain Disputes/claims. Vide your letter dated____ you have requested BHEL to refer the Disputes/claims to IEC for Conciliation.

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We are enclosing herewith Format (3) for giving consent and the terms and conditions of BHEL Conciliation Scheme, 2018 governing conciliation through IEC. You are requested to give your unconditional consent to the said terms and conditions of the Scheme by returning the same duly sealed and signed on each page. On receipt of your consent, matter will be put to the Competent Authority for consideration and decision.

Please note that BHEL has also certain claims against you (if applicable). BHEL reserves its right to agree or not to agree conciliation of the said disputes through BHEL and this letter is being issued without prejudice to BHEL's rights and contentions available under the contract and law.

Yours faithfully,

Representative of BHEL

Appendix II

FORMAT FOR GIVING CONSENT BY CONTRACTOR / VENDOR / CUSTOMER / COLLABORATOR / CONSORTIUM PARTNERS FOR REFERRING THE DISPUTES TO CONCILIATION THROUGH IEC

To,
BHEL

.....
Sub: Resolution of Disputes through Conciliation by Independent Expert Committee (IEC).

Ref: Contract/MoU/Agreement/LOI/LOA No & date_____

With reference to above referred contract, our following bills/invoices/claims submitted to BHEL are still unpaid giving rise to Disputes:

SL. no.	Claim Description	Bill submitted to BHEL (no. and date)	Amount of the bill/claim	Amount received from BHEL	Outstanding Amount

Accordingly, we request you to kindly refer the Disputes in respect of above claims to IEC for Conciliation.

We hereby agree and give our unconditional consent to the terms and conditions of BHEL Conciliation Scheme, 2018 governing conciliation through IEC. We have signed the same on each page and enclosed it for your consideration.

Yours faithfully,

(Signature with stamp)

Authorized Representative of Contractor

Name, with designation Date

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Appendix III

STATEMENT OF CLAIMS/COUNTER CLAIMS TO BE SUBMITTED TO THE IEC BY BOTH THE PARTIES

1. Chronology of the Disputes
2. Brief of the Contract/MoU/Agreement/LOI/LOA
3. Brief history of the Disputes:
4. Issues:
5. Details of Claim(s)/Counter Claim(s):

Sl. No.	Description of claim(s)/ Counter Claim	Amount (in INR) Or currency applicable in the contract	Relevant contract clause

6. Basis/Ground of claim(s)/counter claim(s) (along with relevant clause of contract)

Note– The Statement of Claims/Counter Claims may ideally be restricted to maximum limit of 20 pages. Relevant documents may be compiled and submitted along with the statement of Claims/Counter Claims. The statement of Claims/Counter Claims is to be submitted to all IEC members and to the other party by post as well as by email.

26. JURISDICTION:

In case of any suit or other legal proceedings arising under or relating to this Contract, the courts at Trichy, Tamil Nadu only shall have the Jurisdiction and is only after exhausting the, Arbitration Clause.

27. SECRECY OF CONFIDENTIAL INFORMATION:

The Contractor undertakes and agrees that he/it will not disclose or reveal in part or full the proprietary/confidential information, which terms shall mean and include patents, trademarks, service marks, registered designs, copyright, design rights, know-how, confidential information, trade and business names and any other similar protected information of BHEL received during negotiation or currency of the contract to any third party or governmental authorities without written permission from BHEL. In the event of termination or expiry of the contract, the contractor

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shall return all proprietary/confidential information to BHEL. This clause shall survive termination or expiry of the contract.

BHEL reserves the right to initiate appropriate action including legal proceeds / termination of contract, recovery of damages, penalties etc., if the contractor is found guilty / wrong usage of the documents given by BHEL for any unauthorised activity.

28. Signing of Contract:

Each contract document shall be signed by the Contractor with his usual signature. Contract by partnership or Hindu Joint Family firm, may be signed in the FIRM'S name by the Managing Partner or all /one of the Partners on behalf of the firm or the Karta or Manager for HUF as the case may be. Contract by a Company shall be signed with the name of the Company from a person authorised in this behalf and a Resolution or power of attorney or other satisfactory proof, showing that the person signing the Contract documents on behalf of the Company is duly authorised to do so, shall accompany the contract.

29. FRAUD PREVENTION POLICY:

The Bidder along with its associate / collaborators / 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 fraud or suspected fraud as soon as it comes to their notice".

Fraud Prevention policy and List of Nodal Officers shall be hosted on BHEL website, vendor portals of Units / Regions intranet.

30. SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS / CONTRACTORS:

Penal action can be initiated on the suppliers / Contractors in line with extant 'Guidelines for Suspension of Business Dealings with Suppliers/ Contractors. The abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' has been uploaded on <http://www.bhel.com> on "supplier registration page". BHEL's Guidelines for Suspension of Business Dealings with Suppliers/ Contractors shall apply to this Notice Inviting Tender/ Enquiry. The Bidders shall peruse the same prior to submission of the bid Any action taken or proposed to be taken by BHEL under the said policy shall be without prejudice, and in addition, to other rights and remedies as may be available to BHEL under contract or law."

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 web site www.bhel.com.

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

1.1. 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.

1.2. Commitment by Bidder/ Supplier/ Contractor:

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

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1.2.2. 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.

1.2.3. 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 www.bhel.com and/or under applicable legal provisions”.

31. RISK PURCHASE:

In case of abnormal delays (beyond the maximum late delivery period as per LD clause) or non-fulfilment of any other terms and conditions given in work order, BHEL may cancel the work order in full or part thereof, and may also make a contract of such work/service from elsewhere / alternative source at the risk and cost of the original contractor. BHEL will take all reasonable steps to complete the contract obligations from alternate source at optimum cost. If bidder does not agree to the above Risk Purchase Clause, BHEL reserves the right to reject the offer. In case for compelling reasons BHEL accepts the offer without acceptance of this clause by the bidder and in the eventuality of Risk Purchase, appropriate action will be taken as per BHEL extant rules. This will be without prejudice to any other right

of BHEL under the contract. Risk & cost clause, in line with conditions of contract may be invoked in any of the following cases:

1. Contractor'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.
2. Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.
3. Non completion of work / Non-supply by the contractor within scheduled completion/delivery period as per contract or as extended from time to time, for the reason attributable to the contractor.
4. Termination of contract on account of any other reason (s) attributable to contractor.
5. Assignment, transfer, subletting of contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
6. Non-compliance to any contractual condition or any other default attributable to contractor.

Risk and Cost amount against balance work will be calculated as follows:

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

Where,

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

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

H = Overhead Factor to be taken as 5

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

*(Balance scope of work/ supply)

Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work/ Supply for calculating risk & cost amount.

Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities.

Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities.

Substitute/ extra items whose rates have already been approved would form part of contract quantities for this purpose. Substitute/ extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions. However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose.

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NOTE: In case portion of work is being withdrawn, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work/supply' for calculating Risk & Cost amount.

32. Notices of Accidents:

In the event of an accident the Contractor shall be required to fill injury report and submit to the Engineer In charge immediately and ensure compliance of ESI / Workmen's Compensation of accident as per the Act.

The Contractor shall get the Contract personnel engaged by him insured under workmen's compensation policy from any Insurance company in India before actually starting the work. The Insurance coverage should be for the entire period of Contract. The Contractor shall comply with the provisions of the Workmen's Compensation Act 1923. (This should be read in connection with the provisions of ESI Act.)

33. Government Law's covering Under This Contract:

1. The Factories Act, 1948:

Section 32: Floors, stairs and means of access shall be properly maintained to ensure safety. Every place of working should have safe access. When any person has to work at a height from which he is likely to fall, provision shall be made, so far as is reasonably practicable, by fencing or otherwise, to ensure the safety of person so working.

2. Tamil Nadu Factories Rules, 1950

Rule 55: Hoists and Lifts & Rule 55A. Lifting machines, chains, ropes and lifting tackles: Shall be maintained in good condition, thoroughly inspected and examined by competent persons and records to be maintained.

Rule 57: Excessive Weights: No person shall, unaided by another person, lift, carry or move by hand or on head, any material, article, tool or appliance exceeding the maximum limit in weight set out in the schedule (50 kg for adult male and 30 kg for adult female).

Rule 61E: Machinery and plant: No machinery, plant or equipment shall be constructed, situated, operated or maintained in any factory in such a manner as to cause risk of bodily injury.

Rule 61F: Methods of Work: No process or work shall be carried on in any factory in such a manner as to cause risk of bodily injury.

Rule 61G: Stacking and storing of materials etc.: No materials or equipment shall be stacked or stored in such a manner as to cause risk of bodily injury.

Rule 61-K. Examination of eye sight of certain workers: No person shall be employed to operate a crane or to give signals to crane operator unless his eye sight and colour vision have been examined and declared fit by a qualified ophthalmologist.

Rule 61-N and Rule 61- O: Workers to be provided with Personal Protective equipment suitable for the hazards and should be of good quality / have certification by Indian Standard Institute.

Note: For the type of work envisaged, personal protective equipment such as helmet, safety shoes and gloves are essential.

Rule 96: Notification of accidents: Shall be complied with as required in the Factories Act (Section 88 and Section 88A) and Tamil Nadu Factories Rules.

The Contractor shall in respect of Personnel employed by him either directly or through sub-Contractors, comply with or cause to be complied with following statutory provisions and rules and in regard to all matters provided therein.

The Contract Labour (Regulation & Abolition) Act 1970 and the related Rules.

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- a. The minimum wages Act 1948 and the related rules
- b. The payment of wages Act 1936 and the related rules.
- c. The Factories Act 1948 and related Tamil Nadu Rules.
- d. The Employees' Provident Fund & Miscellaneous provisions Act 1952.
- e. The Employees State Insurance Act 1948.
- f. Workmen Compensation Act 1923
- g. Payment of Bonus Act 1965
- h. Maternity Benefit Act, 1961
- i. Payment of Gratuity Act, 1972
- j. Inter-State Migrant Workmen (Regulation of Employment & Conditions of Service) Act, 1979
- k. Equal Remuneration Act, 1976
- l. Industrial Employment (Standing Order) Act, 1960 (In case of engaging 100 or more personnel)
- m. The Industrial Disputes Act 1947

3. Information technology act 2000

And any other law, or modifications to the above or to the rules made there under from time to time.

34. STATUTORY REQUIREMENTS:

- a. All statutory requirements under Minimum Wages Act, 1948, Factories Act 1948, Workmen Compensation Act 1923, Employees Provident Fund and Miscellaneous Provisions Act, 1952, Payment of Gratuity Act 1972, Employee State Insurance Act 1948, Contract Labour (R&A) Act 1970, Payment of Bonus Act 1965, Income Tax Act, GST Act and all other applicable Acts shall be complied with by the Contractor.
- b. Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.
- c. Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
- d. Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and provide a copy of the same to BHEL.
- e. Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.

35. REMOTE TRANSACTIONS: -

The Contractor shall agree to and comply with all such terms and conditions as BHEL may prescribe from time to time and shall confirm that all transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centers, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication established by BHEL shall constitute legally binding and valid transactions when done. Any transaction pertaining to the tender from both the parties of business done round the clock irrespective of the office or business hours of the companies, are valid legally and binding on both the parties. This applies to the extent only in such cases where deadline time for transaction is not specifically declared by either or both the parties to the business. In case Letter of Intent (LOI) is issued through email, the PC generated time and date of mail shall be construed as the official time and date of release of LOI. In as much as this date is within the last date of validity given by the bidder the LOI is said to have been issued within the validity period and shall be binding on both the parties to the business.

36. CHANGE IN CONSTITUTION OF FIRM: -

Changes in constitution of firm whenever it is made after submission of application or during currency of the Contract, the existing firm has to duly inform the proposed changes to Contracting department of BHEL at the appropriate time before the changes in the constitution are made. In case the absence of any such information

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BHEL is not responsible for the consequences arising out of the absence or suppression of information and the issue / dispute arising out of these changes and the firm is responsible for settling the issue or dispute among themselves (Partners etc.) or with the bankers or with any third party. Under the above circumstances when dispute arises and the firm does not inform the change in the constitution of the firm BHEL has the right for suspending or terminating the Contract.

37. Common Terms and Conditions for Works Contract relevant to Safety:

Following points shall be ensured for the safety of contract employees.

I. Identity and Entry:

1. The contractors to give identity card to their employees with full details like employee name, company name, age, blood group, contact person with phone no. etc.
2. The contractors not to employ people whose age is below 18 years.
3. HR/ Welfare will issue passes to the trained employees only.

III. Dress Code:

1. Male employees should enter gates only with Safety shoes, Pants-Shirts, (Dothi, Lungi not permitted).
2. Female employees should enter gates only with Safety shoes. Loose dress must be avoided. (A shirt over saree /chudithar is a must).
3. Normal shoes are acceptable for office area work only.
4. Employees working in canteens can wear sandex.
5. Welfare will finalize and indicate a color coding to be provided in the dresses used by contract employees for uniformity and easy identification of the contract workers. Such colour shall be distinct from the colour of BHEL employees uniform.

IV. Procedures:

1. Smoking, audio-playing (mobile phone, iPod, inbuilt music systems etc. in the vehicles.) are banned within the factory premises.
2. Moving to unrelated areas must be strictly avoided by the contract employees entering to the other areas only with knowledge of concerned department.
3. Procedure (SOP) given from user departments are to be adopted for all operations and maintenance — e.g. tank cleaning, FT plant maintenance, Sewage maintenance, Oxidation pond maintenance, operation of substation, transformer maintenance etc. User departments agreed to generate procedures incase if not available already (Snake catching, Monkey catching, Honey comb removal etc.).
4. Adequate precautions to be taken while waste removal like paint sludge removal, chromic sludge removal, phenol and tar removal by contract employees.
5. The contractor should clearly inform the hazards involved to the employees MSDS to be displayed.
6. The contract employees involved in tank cleaning, ET plant maintenance, Oxidation pond maintenance should know swimming and strict monitoring should be ensured.
7. Line clearance (LOTO) procedure to be followed during bulb changing, electrical substation maintenance, ay, maintenance, furnace instrumentation etc.
8. Work permits to be obtained for jobs like work at height, excavation, blasting, hot work, pipe line work, roof light maintenance, work at confined space like cellar.
9. Users agreed to initiate the permits for all the works mentioned in the table given below to safety Management for clearance.
10. Specified Speed limit 20 kmph to be followed by all the vehicles entered in factory premises.

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11. Procedure given by user departments for spray painting, brush painting and dip painting should be followed. Paint sludge removal, empty tin removals etc. are to be periodically carried out and sent to disposal stores.

VI. Violations:

The following will be treated as serious violations and appropriate actions are to be

Initiated by the users.

1. Employing people whose age is below 18 years.
2. Not wearing safety shoes or normal shoes (Contract employees will not be permitted after the security gates).
3. Not wearing FTEs.
4. Working without proper work permit.
5. Possession of mobile phones other than taxi drivers.
6. Using mobile phones while driving.
7. Unauthorized electrical connections.
8. Driving/operation of Crane/jumbo/Fork lift etc. by unauthorized persons.
9. Unauthorized operation/driving of Lorries, mobile cranes etc.
10. Smoking, alcohol, audio-playing etc.
11. Moving to unconnected areas.

Any willful act that creates unsafe conditions.

38. It will be the responsibility of the Contractor to ensure that the contractor himself, labour engaged for the work, are required to possess valid necessary license for execution of work from statutory authorities, renewal of the same periodically, during the occurrence of the contract and scrupulously adhere to the prevailing safety regulations, safety precautions and measures. BHEL will not be responsible for the lapses, shortcomings arising out of such deviations and the contractor will be responsible for any such eventualities and liabilities if any.

39. If a tender provides relaxation for vendors, and if a vendor fails to submit supporting documents, they will be treated at par with other vendors or their bid would be liable for rejection, wherever as the case may be.

40. Any discount/ revised offer submitted by a bidder on its own shall be accepted provided it is received on or before the due date and time of tender submission. However, the latest offer shall only be considered. Such discount/ revised offer shall be accompanied by a letter in separate cover, signed by authorized signatory of the tender, in their company letter head stating that they are submitting revised offer, without which such offer will not be considered. Unsolicited discounts/revised offers given after technical bid opening shall not be accepted.

41. In order to avoid unforeseen delay, it is advised that, any correspondence by vendor to BHEL shall be emailed to all the addressees instead of one individual, as mentioned in tender. The correspondence through email wherever sought by BHEL shall be replied with all the addressees in 'cc' of the mail. Any instances arising out of such non-adherence and subsequent claim by vendor, will not be entertained by BHEL. Vendor shall furnish valid email id's in the tender and regularly verify the same.

42. LIQUIDATED DAMAGES (LD)/ PENALTY:

If the contractor fails to complete the service/ work as per terms & conditions of the order within the delivery schedule,

- a) LD shall be levied @ 0.5 % of the order value per week of delay or part thereof subject to a maximum of 10 % of the full order value.
- b) In case of any amendment/revision, LD shall be linked to the amended/revised PO value.

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43. DISCREPANCY IN WORDS & FIGURES QUOTED IN PRICE BID:

- I. If, in the price structure quoted for the required goods / services / works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- II. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- III. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (I) and (II) above.
- IV. If there is such discrepancy in an offer, the same will be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
- V. 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 shall be liable for rejection.

44. Final Bill:

As soon as possible after the completion of the work to the satisfaction of the Engineer-in-charge, the contractor shall forward a certified final account on BHEL form, in duplicate. It shall be accompanied by all abstracts, vouchers etc., in support thereof and shall be prepared in the manner prescribed by the Engineer-in-charge. No claims will be entertained after the receipt of the final bill. The Contractor shall be entitled to be paid the final sum less the value of payments already made on account subject to certification of the final bill by the Engineer-in-charge. Any sums due from the contractor on account of Tools & Plant, Stores or any other items provided by BHEL not yet recovered from the contractor shall be deducted from the final sum aforesaid. No charge shall be allowed to the Contractor on account of the preparation of the final bill.

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No deviation certificate (to be given in Vendor's letter head)

ANNEXURE-A1

Name of work:

Enq no.:

We M/s.do hereby declare that we do not have any deviations to the tender terms and conditions as per

1. Technical Bid-Qualifying Criteria-Price bid
2. Scope of Work & Special/Technical Terms and Conditions
3. General terms & Conditions of Contract

We have gone through all the tender terms and conditions; we have noted down the job content & site conditions. We have quoted our offer for all items by taking care of unit of measurement given in the Bill of quantities against individual items. In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null & void. We assure that no tampering was done to any part of tender document by us and if otherwise will lead to rejection of our bid. We confirm to have submitted our offer strictly in accordance with tender instructions.

I/ We confirm that other than us, none of our group concerns or affiliates etc. are participating in the tender either directly or indirectly through any other agency under same proprietor/ common director(s)/ common partner(s).

We also declare that, we have not been suspended or black listed or issued with Show Cause Notice by BHEL Trichy-14 or any other BHEL Unit or any PSU/ Government organization.

The quoted amount/ rate in this tender will remain firm throughout the entire Contract period and no extra payment against service charges will be claimed from BHEL under any circumstances from our end.

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ANNEXURE-A2

PROFORMA (SAMPLE)

(ON BIDDER'S LETTER HEAD)

REF:.....

DT:.....

AUTHORIZATION LETTER FOR PARTICIPATING TENDER OPENING

We, M/s..... (name of the Tenderer) hereby

authorizing (name of the representative) to participate in

the Tender opening of BHEL Trichy for (Name of work)

.....

Enquiry No:

The representative's specimen signature is appended below & attested.

(Signature of the representative)

Authorized signature
with seal and address

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ANNEXURE-A3

(NOTE: VENDORS ALREADY HAVING VENDOR CODE/PAID VIA EFT WITH BHEL TRICHY PREVIOUSLY NEED NOT FILL THIS)

ACCEPTANCE FOR ELECTRONIC FUND TRANSFER (NEFT) / RTGS TRANSFER

1	NAME & ADDRESS OF THE SUPPLIER	
2	VENDOR CODE assigned by BHEL	
	<u>Details of Bank Account:</u>	
3	NAME & ADDRESS OF THE BANK	
4	NAME OF THE BRANCH	
5	BRANCH CODE	
6	MICR CODE	
7	ACCOUNT NUMBER	
8	TYPE OF ACCOUNT	CURRENT A/C / OD / CASH CREDIT
9	BENEFICIARY'S NAME	
10	IFSC CODE OF THE BRANCH	
11	EMAIL ID	
12	TELEPHONE/MOBILE NO.	

CERTIFICATE I / We hereby agree to receive the payments due from BHARAT HEAVY ELECTRICALS LIMITED by the National Electronic Funds Transfer and/or RTGS Transfer mode by credit to my / our above mentioned Bank Account. I / We also agree that payments made to the above mentioned Account is a valid discharge of the liability of Bharat Heavy Electricals Limited. I / We also agree to bear the applicable Bank Charges for the above mode of transfer.

A copy of the cheque leaf/cancelled cheque leaf of the above account is sent herewith.

AUTHORISED SIGNATORY WITH NAME SEAL

Banker's Certification

We confirm that we are enabled for receiving RTGS and NEFT credits and we further confirm that the account number of _____ (name of account holder), the signature of the authorized signatory and the MICR and IFSC codes of our Branch mentioned above are correct.

PLACE:

(Manager / Officer's)

DATE:

Signature Under Bank stamp and Name Seal

With Membership No.

(Telephone / Mobile No. _____)

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ANNEXURE-A4

POWER OF ATTORNEY

The tender must be signed by Proprietor/ Managing Partner/ Director of the Firm. If any other person is authorized to sign the tender, this copy of Power of Attorney must accompany the tender.

(TO BE SUBMITTED ON BIDDER'S LETTER HEAD)

I/We do hereby make, nominate, constitute and appoint Mr., whose signature given below herewith to be true and lawful Attorney of M/s hereinafter called 'Company', for submitting Tender and inter alia, sign, execute all papers and to do necessary lawful acts on behalf of our Company with M/s Bharat Heavy Electricals Ltd, HPBP, TRICHY-620 014, in connection with (Name of work).

.....
vide Tender Enq No: _____, dated _____. And the Company do hereby agree to ratify and confirm all acts, deeds, things or proceedings as may be lawfully done by the said attorney and by or on behalf of the company and in the name of the company, by virtue of the powers conferred herein and the same shall be binding on the company and shall have full force and effect.

Director/CMD/Partner/Proprietor

Signature of Mr.....(Attorney)

Attested by: Director/CMD/Partner/Proprietor

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ANNEXURE-A5

Illustration for arriving the rates for individual items of BoQ by BHEL for the total amount quoted by the vendor

Contractor shall only quote the total amount for the work and not the individual rates for every item of BoQ. The amount quoted shall include all taxes except Goods & service tax. Applicable Goods & service tax would be paid extra.

The rates for the individual items of BoQ would be arrived by BHEL as follows: -

In this illustration, assume there are 2 items in the BoQ and the respective quantity and Percentage allocation is specified as below.

Item	Quantity	Unit	% allocated
1	500	Each	60%
2	400	Each	40%

If the total amount quoted by a vendor is 1,00,000/- (One lakh) for the entire package,

Then,

Rate per unit for **Item 1** would be arrived as = $(1,00,000 \times 60\%) / 500 = \text{₹}120.00/-$

In the same manner, the rate per unit, for item 2 would be arrived as follows,

Rate per unit for **Item 2** = $(1,00,000 \times 40\%) / 400 = \text{₹}100.00/-$

The rates will be rounded off to nearest two decimal places only, so as to match the total amount or closest to the total amount, quoted by the vendor. Rates so arrived by BHEL shall be final and binding on the contractor.

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PART-II (PRICE BID)
(BILL OF QUANTITIES)

Sl. No.	Items	Total Quantity for 12 months	Unit	% allocation
1	Break Fast: Menu for one person (7.30 A.M daily) a) Idli-04 nos (or) Uppuma (or) Pongal (or) Poori with masala-03 nos (or) Doosa - 02 nos-300 grams (any one). b) Vadai - 02 Nos -100 gms c) Tea / Coffee, brought in flask -150 ml d) Adequate quantity of Sambar & chutney packaged separately-250 gms	2266	Each	21.94%
2	10'O Clock Coffee : brought in flask Menu for one person (10:00 A.M daily) Coffee-150 ml	3201	Each	4.42%
3	Lunch: Menu for one person (11:40 A.M daily) e) Plain Rice (or) Rice Pulao (or) Jira Rice of all fine quality-300 gms f) Chapati (02 Nos) (or) Barota (02 Nos)-150 gms g) Sambhar-150 gms h) Resam -100 gms i) Curd-100 gms j) Semiya Payasam-100 gms k) Kootu and Poriyal-100 gms l) Pickle and appalam-20 gms	3201	Each	35.44%
4	3'O Clock Tea-150 ml brought in flask.	3321	Each	4.60%
5	Evening Snacks with Tea (4:30 PM daily) m) Mixture (or) Pakkoda (or) Karaseav- 50 gms n) Tea brought in flask -150 ml	3321	Each	13.79%
6	Dinner: Menu for one person(08:00 P.M Daily) o) Barota (04 Nos.) (or) Chapati (05 Nos.) (or) Kichiadi - Rava/Semia (or) Pongal (or) Doosa (02 Nos.)-300 gms p) Adequate quantity of Kuruma, Sambar & chutney	2386	Each	19.81%

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	packaged separately-300 gms			
	q) Milk-150 ml			

The total lump sum amount quoted for the above work **(SERVICE CONTRACT FOR CATERING FACILITIES TO STAFF WORKING AT WATER HEAD WORKS OF BHEL-TRICHY FOR 2021-22)** for the quantity as above, for the Total contract duration i.e. **Twelve (12) months**, including all the taxes (except applicable Goods & Service Tax) for all the above items in the Bill of quantities – in.

Total amount in figures (for 12 months) (except applicable Goods & Service Tax)

₹.....

In words.....

.....

.....

Applicable GST%, extra (GST indicated here and in technical bid shall be same, in case of difference, GST confirmed in technical evaluation will be final.)

Pls. refer Annexure - A5 in Technical bid for arrival of individual item rates by BHEL, based on your quote here.

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NOTE:

1. Amount should be quoted in both figures and words and are to be identical. If not, the prices in the words will be considered as final and the same shall be valid and binding on the contractor.
 - (a) If there is such discrepancy in an offer, the same will be conveyed to the bidder with target date up-to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
2. The amount should be quoted inclusive of any taxes and duties levied or to be levied both by Central and State Government authorities from time to time, except applicable Goods & Service Tax. Goods & Service Tax will be paid extra on production of documentary evidence.
3. The contractor shall quote only the lowest possible total amount that can be offered for the intended quantity. Rate for individual items of BOQ will then be arrived by BHEL, as per **Annexure-A5** in Technical bid.
4. Quotation should be valid for a period of 120 days from the date of Technical bid opening.
5. “In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders. In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s). Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.”
6. Evaluation of the offer shall be done on “Net Cash outflow to BHEL” after taking into account applicable Taxes and Duties”.
7. The amount quoted shall remain firm and valid during the entire period of contract (including extended period if any) and no extra payment will be reimbursed to the contractor by BHEL.
8. The signature at the bottom of the rate schedule confirms that the Tenderer had read and accepted all the Terms and conditions in Tender Schedule, also amount quoted with inclusive of any taxes and duties levied and excluding Goods & Service Tax (GST) etc. has been considered by the tenderer for the total contract period (including extended period if any) while quoting the above rates.
9. No other pre conditions along with your offer will be entertained by BHEL.
10. The contractor while quoting shall take care of units specified against every item in bill of quantities.
11. In case a NON-MSE vendor is L1 and MSE vendors offer values are within quoted (L1 + 15 %), the L1 offer value shall be counter offered to MSE Vendors as per Price ranking. As the work cannot be split amongst two or more vendors, 100 % work shall be awarded to MSE vendor accepting the counter offered L1 value of Non MSE L1 Vendor.