



Bharat Heavy Electricals Limited

Piping Centre, 80/93, G.N.Road, T.Nagar, Chennai-600017

Notice Inviting Tender – Contract for Supply of Lunch 2017-18

Technical Bid – Terms & Conditions – Annexure “A”

Tender Ref. BHE:PC:ADMN:LUNCH:17-18 Dated 16-03-2017

Page 1 of 11

Bharat Heavy Electricals Limited - Piping Centre, a leading Maharatna Central Public Sector Undertaking invites Tenders for Supply of Lunch to Office as given below:

1. SCOPE OF WORK:

- 1.1 The Lunch according to the menu given shall be prepared at the Contractor's Kitchen, transported to BHEL Office at Contractor's Cost and served to our staff by the Contractor's Personnel at the following location:-
 - 1.1.1 BHEL – Piping Centre (**PC**), New No. 80, Old No. 93, G.N. Road, T.Nagar, Chennai – 600017 (approx. 200 to 250 Plates); and
- 1.2 A Minimum Ordering Quantity of 200 Nos. of Lunch Plates is assured to the Contractor irrespective of the actual number of Lunches consumed per day. However, the daily ordering quantity could be increased (or) decreased with prior intimation over phone / in writing from BHEL side to the Contractor.
- 1.3 The number of Lunches ordered on a daily basis will be increased (or) decreased by BHEL at any time with prior intimation in oral (or) writing during the entire tenure of Contract.
- 1.4 Adequate number of service personnel (Four Nos.) plus a supervisor should be deployed by the Contractor for serving of Lunch at our Office premises. All the service personnel and the supervisor shall be provided with necessary hygiene equipment like head cover and hand gloves. It is the responsibility of the Contractor to ensure that these items are supplied in adequate and timely manner to his personnel and that these are properly used.
- 1.5 The Regular and Variety Lunch should be distributed by the Contractor in a warm condition by using **Bain-Marie at Contractor's cost** to our Staff in the counters as ordered by BHEL on a day-to-day basis at our Office premises.
- 1.6 **REGULAR LUNCH** – 200 to 250 Plates Per Day approximately on ALL WORKING DAYS Except Last Working day of the Week.
 - 1.6.1 Boiled & Raw Rice (Ponni Fine 1st Quality – like Krishna Brand/Kalambur Ponni, etc.) – **450 gms.**
 - 1.6.2 Chappathi / Roti / Phulkha (Wheat only) / Uthappam / Kal Dosa – **2 Nos. (minimum 30 gms. each)** with Veg. Kurma / Chenna Kurma / Yellow Dhal / Rajma Curry / Chutney / Vadacurry, etc. – **100 ml.**
 - 1.6.3 Saambaar / Mor Kulambu / Vathal Kulambu / Kara Kulambu, etc. – **150 ml.**
 - 1.6.4 Rasam (Pepper / Tomato / Pineapple / Garlic etc.) – **150 ml.**
 - 1.6.5 Packed Curd (only reputed Brands like Aavin / Hatsun / Nestle / Thirumala / Heritage / Amul etc.) – **100 ml.**

Place:

Signature of the Bidder

Date:

(Name & Address with Company Seal)



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Tender Ref. BHE:PC:ADMN:LUNCH:17-18 Dated 16-03-2017

Page 2 of 11

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- 1.6.6 Veg. Poriyal – **125 gms.**
- 1.6.7 Vegetable Kootu / Keerai Kootu / Sundal / Vadai – **125 gms.**
- 1.6.8 Pickle (Mango / Lemon / Ginger / Garlic etc.) – **1 Teaspoon** or Thuvaiyal on alternate days – **1 Tablespoon**
- 1.6.9 Appalam – **1 No.** (Big Size - like Popular / Stag / Ambika / Idhayam Dots / Bindu Brands, etc.)
- 1.6.10 Plantain – **1 No.** (Medium Size) (Poovan / Karpooravalli / Rasthali / Green Banana, etc.)
- 1.7 **VARIETY LUNCH** – 200 to 250 Plates Per Day approximately on LAST WORKING DAY of every Week
- 1.7.1 Uthappam / Puri (Wheat only) / Adai-Aviyal – **3 Nos.** (minimum 30 gms. each) or Rice Pongal / Rava Kitchadi – **150 gms** with Chutney / Vadacurry / Veg. Kurma / Chenna Kurma / Potato Curry etc.
- 1.7.2 Variety Rice (Tomato Rice / Puliyocharai / Lemon Rice / Veg.Pulav / Veg.Biriyani, etc.) – **200 gms.** with Vegetable Poriyal & Raitha (as applicable) – **150 gms.**
- 1.7.3 Boiled Rice (Ponni Fine 1st Quality – like Krishna Brand / Kalambur Ponni, etc.) – **150 gms.**
- 1.7.4 Packed Curd (only reputed brands like Aavin / Hatsun / Nestle / Thirumala / Heritage / Amul etc.) – **100 ml.**
- 1.7.5 Rasam (Pepper / Tomato / Pineapple / Garlic etc.) – **100 ml.**
- 1.7.6 Pickle (Mango / Lemon / Ginger / Garlic etc.) – **1 Teaspoon** or Thuvaiyal – **1 Tablespoon** on alternate days
- 1.7.7 Chips (Potato / Banana / Nenthiram) – minimum **25 gms.**
- 1.7.8 Salad (4 Pieces each of any two of the Vegetables – Carrot / Cucumber / Onion / Beetroot, etc.)
- 1.7.9 Plantain – **1 No.** (Medium Size) (Poovan / Karpooravalli / Rasthali / Green Banana, etc.).
- 1.7.10 **Sweet – 1 No. or 100 ml. or 100 gms.** as applicable (Milk Sweet / Gulab Jamun / Sweet Pongal / Pineapple Pudding / Kesari / MysorePak / Jangiri / Badushah / Payasam / Halwa / Rasagulla / Bengali Sweet , etc.)
- 1.8 **All the above items should be prepared with First Quality Fresh Vegetables & Provisions only. No Artificial / Colouring agents should be added in any of the above listed items.**

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Notice Inviting Tender – Contract for Supply of Lunch 2017-18

Technical Bid – Terms & Conditions – Annexure “A”

Tender Ref. BHE:PC:ADMN:LUNCH:17-18 Dated 16-03-2017

Page 3 of 11

-
- 1.9 **The Contractor shall give a probable menu (preferably in Tamil / English) for the entire week during the last working day of the previous week to BHEL and any change in menu should be intimated in advance by the Contractor to BHEL.**
- 1.10 Stainless Steel Plates, Tumblers, Water Jugs, Water Spoons and Cups will be supplied by BHEL. The cleaning of BHEL Vessels, Tables and Dining Hall used for serving the food will also be BHEL's responsibility.
- 1.11 Presently, the Lunch time is from 12.30 Hrs to 13.30 Hrs. The Lunch will have to be brought and served in the Canteen Halls situated at T.Nagar Office (5th Floor) of BHEL. The venue may be changed anywhere within Chennai including the Lunch timings at BHEL's discretion with prior intimation in oral (or) writing and the Contractor has to supply Lunch at the new location at no extra cost.
- 1.12 The Contractor will have to ascertain through telephone or mobile phone on every working day between 10.15 and 10.30 Hrs from BHEL office on the number of Lunch Plates to be supplied for the day. If Telephone / Mobile Phone do not work, the Contractor will have to send a messenger to BHEL office to ascertain the above information. On an average, the Lunch Plates per day would vary between 200 to 250 Plates (approximately). The Lunch has to reach BHEL Office one hour before the start of Lunch time (i.e.) 11.30 Hrs at present.
- 1.13 The Contractor has to supply Lunch on all working days. The notified holidays of BHEL will be communicated. **However, on Holidays when minimal staff is working, the Contractor will be required to supply around 25 to 100 Plates of Regular Lunch (or) the ordered quantity to BHEL office.**
- 1.14 The food items are subject to test check at BHEL discretion both at Supplier's Kitchen and BHEL premises by Canteen Managing Committee (CMC) Members (or) BHEL Authorised Personnel **without prior intimation.**
- 1.15 As specified under **Clause 1.6.1 & 1.7.3**, only Ponni Fine – 1st Quality Rice must be used. Any deviation in this regard is not acceptable. The Shortage of Rice (both Boiled & Raw) should not occur at any cost.
- 1.16 **In case of shortage (or) the food item supplied is of inferior/poor quality and if the quantity not being brought / replaced immediately, recovery shall be made from the Contractor's running bills, as given below:**
- 1.16.1 **Rs.15/- per item per Plate for each of the Menu as listed under Clause 1.6.1 to 1.6.7 and 1.7.1 to 1.7.5 & 1.7.10.**
- 1.16.2 **Rs.5/- per item per Plate for each of the Menu as listed under Clause 1.6.8 to 1.6.10 and 1.7.6 to 1.7.9.**
- 1.17 The bill for every month shall be prepared by the Contractor on the basis of the quantity supplied. A separate register should be maintained by the Contractor for this purpose. Payment will be made for number of Lunches ordered by BHEL (or) served by Contractor whichever is higher.
- 1.18 Bills along with Service Tax and/or VAT or any other applicable taxes levied from time to time, if any shall be prepared and submitted by the Contractor by 1st of the

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Notice Inviting Tender – Contract for Supply of Lunch 2017-18

Technical Bid – Terms & Conditions – Annexure “A”

Tender Ref. BHE:PC:ADMN:LUNCH:17-18 Dated 16-03-2017

Page 4 of 11

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- succeeding month and payment by NEFT / RTGS only, will be normally made within 30 days from the date of submission of the bill.
- 1.19 Service Tax would be reimbursed only on production of payment Challan along with a Self-undertaking from the Contractor that the said payment includes the applicable amount for the services rendered to BHEL.
- 1.20 Service Tax Remittance by the Contractor and Payment from BHEL would be as per the provisions applicable under the Act.
- 1.21 The Contractor has to comply with all the rules and regulations stipulated by the Government under various enactments like The Minimum Wages Act - 1948, The Payment of Wages Act - 1936, The Employees Provident Fund Act - 1952, The Employees State Insurance Act - 1948, The Payment of Bonus Act - 1965, The Contract Labour Act - 1970, The Child Labour Act - 1986, Food Safety and Standards Act - 2006 etc.
- 1.22 The Basic Price Per Plate as quoted by the Contractor in **Annexure ‘B’** would be **constant/fixed** during the currency of the Contract (i.e.) **for a period of One Year** from the commencement of the Contract and **any request for increase in Basic Price will not be entertained**. However, any change in Service Tax and/or VAT or introduction of any new tax as notified by Govt. of India would be borne by BHEL with a written request from the Contractor.
- 1.23 **The Total Price Quoted Per Plate (inclusive of all applicable Taxes) would only be taken for determining the Successful Bidder (L1) and the Contract will be awarded accordingly.**
- 1.24 The Lunch supplied must be of good and acceptable quality. The menu given in the order shall be diligently followed and if any changes are to be effected, the same shall have BHEL approval.
- 1.25 The Contractor has to identify a responsible person to supervise the serving of food at BHEL premises and to pass on information regarding quality & quantity of food supplied for improvement on a daily basis.
- 1.26 The Contractor's performance will be monitored on a daily / weekly basis and feedback will be given either in oral or written by BHEL for necessary preventive and corrective action.
- 1.27 During the Contract period, if the performance is found unsatisfactory based on the review due to poor quality or/and unhygienic aspect or/and shortage of quantity, BHEL reserves the right of disqualifying the Contractor for future tenders towards supply of Lunch.
2. **TENURE OF CONTRACT:**
- 2.1 The Contract for supply of Lunch will be awarded for a period of **12 (Twelve) Months**.
- 2.2 If the Contractor's Performance for the Supply of Lunch in the entire tenure of Contract is found satisfactory and the same is certified by the Canteen Managing Committee (CMC), the tenure of Contract may be extended for a further period as mutually agreed upon.

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Technical Bid – Terms & Conditions – Annexure “A”

Tender Ref. BHE:PC:ADMN:LUNCH:17-18 Dated 16-03-2017

Page 5 of 11

2.3 The Contract may be terminated by BHEL or withdrawn by the Contractor by giving 60 (Thirty) Days' Notice on either side.

2.4 In case of poor (or) inferior (or) unhygienic quality of food supplied, the Contractor has to necessarily give a written reply to the letters issued by BHEL, stating the reason for the same. If the poor (or) inferior (or) unhygienic quality of food supplied occurs for the third time during the tenure of the Contract, then BHEL reserves the right to terminate the Contract within 30 (Thirty) Days from the date of issue of third letter / notice. Once this Clause (2.4) becomes applicable, Clause (2.3) will not be applicable for termination of Contract for supply of Lunch.

3. VALUE OF CONTRACT:

The Total Estimated Value for the above Scope of Work would be approximately **Rs.45.63 Lakhs (Rupees Forty Five Lakhs Sixty Three Thousand only)** including applicable taxes.

4. SECURITY DEPOSIT:

4.1 A One-Time amount of **Rs.2,28,000/-** (Rupees Two Lakhs Twenty Eight Thousand only) towards Security Deposit shall be recovered from the successful Tenderer (L1).

4.2 Security Deposit shall be furnished in the form of Demand Draft or Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act.

4.3 Security deposit can also be recovered at the rate of 10% from the running bills. **However, in such cases at least 50% of the Security Deposit shall be furnished before start of the work and the balance 50% will be recovered from the Contractor's running bills.**

4.4 The Security Deposit will not carry any interest and the same would be returned by BHEL within a month from the date of Closure of the Contract with a due written request from the Contractor.

4.5 If the Contractor withdraws the Contract with short notice or discontinues the Lunch supply due to any reason whatsoever, the Contractor is liable to forfeit the entire amount of Security Deposit and the Contractor shall not have any claim whatsoever in this regard.

5. PRE-QUALIFICATION CRITERIA (PQC) OF TENDERERS and DOCUMENTS TO BE SUBMITTED AS PROOF FOR FULFILLING THE PQC:

5.1 Bidder(s) shall be a Proprietorship Firm / Partnership Firm / Registered Society/ Private Limited / Public Limited Company --- **The Bidder shall submit a Copy of License / Registration Certificate / Certificate of Incorporation / any other Appropriate Certificate / Authorisation from Authority Concerned.**

5.2 Bidder(s) shall possess a minimum experience of Three Years in the Similar Works --- **The Bidder shall submit a list of Major Clients along with the**

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Notice Inviting Tender – Contract for Supply of Lunch 2017-18

Technical Bid – Terms & Conditions – Annexure “A”

Tender Ref. BHE:PC:ADMN:LUNCH:17-18 Dated 16-03-2017

Page 6 of 11

copies of Work Order / LOI / Agreement Copy to whom the Bidder had provided or/and is providing Similar Works.

Similar Works shall mean Contract/s executed for Supply of Lunch (or) Catering in Offices, Factories, Educational Institutions, Guest Houses, Transit Flats or Other Establishments.

- 5.3 Bidder(s) shall have an **Office & Kitchen in Chennai** for dealing with day-to-day affairs including service complaint booking and to comply with all Statutory Provisions of the Applicable Acts --- ***The Bidder shall submit a Self-Declaration in their official letter head that they have a full-fledged office & kitchen in Chennai indicating the present address with contact details (Landline / Mobile Phones and Email ID) of authorized Representatives.*** The same is subject to verification by BHEL.
- 5.4 Bidder(s) shall possess a valid Permanent Account Number (PAN) --- ***The Bidder shall submit a Copy of PAN Card.***
- 5.5 Bidder(s) shall possess a valid Service Tax Registration, Value Added Tax (VAT) Registration (as applicable) --- ***The Bidder shall submit a Copy of Service Tax Registration Certificate / VAT Registration Certificate.***
- 5.6 Bidder's Average Annual Financial turnover during the last Three Financial Years ending 31st March 2016 should be at least **Rs.13.69 Lakhs** (Rupees Thirteen Lakhs Sixty Nine Thousand only) --- ***The Bidder shall submit Copies of Balance Sheets and Profits and Loss Account Statements of last three Financial Years i.e. F.Y.2013-14, F.Y.2014-15 and F.Y.2015-16, duly certified by Chartered Accountant and Copies of Acknowledgements of IT Returns of last Three Financial Years i.e. F.Y.2013-14, F.Y.2014-15 and F.Y.2015-16 shall be furnished. If copy of acknowledgment of IT Return is not available for F.Y. 2015-16, the corresponding statement duly certified by the Chartered Accountant shall be furnished.***
- 5.7 Bidder shall have experience of having successfully completed Similar Works during the last Seven Years ending 28.02.2017 in one of the following ways: -
- 5.7.1 Three Similar Completed Works costing not less than the amount equal to **Rs.18.25 Lakhs** (Rupees Eighteen Lakhs Twenty Five Thousand only) for **each** such Contract (or)
- 5.7.2 Two Similar Completed Works costing not less than the amount equal to **Rs.22.82 Lakhs** (Rupees Twenty Two Lakhs Eighty Two Thousand only) for **each** such Contract (or)
- 5.7.3 One Similar Completed Works costing not less than the amount equal to **Rs.36.50 Lakhs** (Rupees Thirty Six Lakhs Fifty Thousand only) for **each** such Contract. --- ***As documentary evidence in support of Clause 5.7 above, Bidder shall submit Copies of Letter(s) of Intent / Work Order(s) / Contract Award Letter(s) / Agreement(s) and their Work Completion Certificate(s)***

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Technical Bid – Terms & Conditions – Annexure “A”

Tender Ref. BHE:PC:ADMN:LUNCH:17-18 Dated 16-03-2017

Page 7 of 11

indicating the Value of Contract completed. BHEL reserves the right to cross-check the document/s with the Issuing Agency.

5.8 ***Bidder shall submit a Self-Declaration that No Case is pending with the Police / Court against the Proprietor / Firm / Partner / Director or the Company for any Statutory Violation or Non-Compliance of Statutory Provisions of Applicable Acts and that the Bidder has not been suspended / blacklisted by any Organization.***

5.9 The bids of only those Bidder(s), who are meeting all the above specified Eligibility Criteria, will be considered for further evaluation and bids of others will be summarily rejected.

5.10 BHEL reserves the right to visit the Kitchen of the Bidder / Tenderer, any time without prior intimation for assessment with respect to hygiene aspects such as Cleanliness, Storage Facility, Smoke Exhaust System, Water Source, Drainage System, Waste Disposal System, Lighting, Ventilation, Food Preparation & Handling and Quality of Ingredients.

6. SUBMISSION OF TENDER:

6.1 The Tender shall be submitted in Two parts; i.e. “Annexure ‘A’ – Technical Bid” and “Annexure ‘B’ – Price Bid”. The Bidders who qualify in the Technical Bid are only eligible to participate in the price bid opening.

6.2 Technical Bid – Annexure ‘A’:

The Eligibility Criteria, Scope of Contract, Terms & Conditions, Other Terms & Conditions and all other details asked for in “**TECHNICAL BID**” shall be duly signed by the Authorized Signatory of the Bidder in all the Pages with Seal / Stamp, Place & Date, as a token of acceptance of the Tender Terms & Conditions along with Self-Attested copies of Documents as indicated under **Clause 5** above along with Unpriced Price Bid with all columns filled as “QUOTED” only (Rate/s shall NOT be indicated). However, applicable tax percentage shall only be indicated. Both Technical Bid and Unpriced Price Bid shall be placed in One sealed cover duly superscribing the cover “**TECHNICAL BID – CONTRACT FOR SUPPLY OF LUNCH 2017-18 – TENDER REF. BHE:PC:ADMN:LUNCH:2017-18 DATED 16.03.2017**” and submitted.

6.3 Price Bid – Annexure ‘B’:

The Price Bid, duly signed by the Authorized Signatory of the Bidder, with Seal / Stamp, Date & Place. The rates along with the Applicable Taxes, shall be clearly and legibly written in Figures and in Words. No overwriting on any account is permissible. The same shall be put in a separate sealed cover, with superscription on the cover “**PRICE BID – CONTRACT FOR SUPPLY OF LUNCH 2017-18 – TENDER REF. BHE:PC:ADMN:LUNCH:2017-18 DATED 16.03.2017**”.

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Notice Inviting Tender – Contract for Supply of Lunch 2017-18

Technical Bid – Terms & Conditions – Annexure “A”

Tender Ref. BHE:PC:ADMN:LUNCH:17-18 Dated 16-03-2017

Page 8 of 11

- 6.4 Both the above sealed covers shall be put in a sealed master cover, with superscription on the cover **“TENDER FOR CONTRACT FOR SUPPLY OF LUNCH 2017-18 – TENDER REF. BHE:PC:ADMN:LUNCH:2017-18 DATED 16.03.2017”** and sent to the following address:

**DGM / HR & ADMN.
Bharat Heavy Electricals Limited
Piping Centre
New No.80, Old No.93, G.N.Road,
T. Nagar, Chennai – 600017.**

- 6.5 The last date for submission of Tender documents for Technical Bids, is Three Weeks from the date of publication as indicated in BHEL Website. Late Tenders will not be accepted and would be summarily rejected. The Technical Bids will be opened at 14.30 Hours on the due date specified in the NIT. The date and time of opening of price bids of technically qualified Bidders will be intimated to them and the price bid will be opened in the presence of them.
- 6.6 In case the same lowest rate is quoted for Total Price per Plate (inclusive of basic rate and all applicable taxes) by more than one Bidder, leading to a tie in determination of the L1 quote, then only the respective Bidders would be asked to submit a **“Snap Bid”** (Revised Price Bid) on the spot in sealed cover and the revised price bid shall be taken as final rate for determining the L1 Bidder. In case the Total Price per Plate quoted in the Snap Bid by all Bidders is the same, then an offline Reverse Auction will be immediately conducted only among the respective Bidders.
- 6.7 The validity of the offer submitted, shall be for a minimum period of 60 (Sixty) Days from the date of tender opening.

7. SUBMISSION OF BILLS:

- 7.1 The Contractor should submit monthly Bills for supply of Lunch. Bills submitted should indicate the Service Tax amount separately. However, no interest / damages will be paid by BHEL for any delay in payment of Bills beyond 30 (Thirty) days from the date of submission.
- 7.2 All payments will be made through NEFT / RTGS only. The successful Tenderer should provide necessary details in this regard.
- 7.3 Any payment made by BHEL in excess of the rates as agreed by the Contractor shall be deducted from the Bills of the Contractor.
- 7.4 Income Tax will be deducted on payments made, in accordance with the provisions of Income Tax Act.

8. OTHER TERMS AND CONDITIONS:

- 8.1 If a Tenderer expires after submission of his Tender or after the acceptance of his Tender, BHEL may at their discretion, cancel such Tender. If a partner of a firm

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Technical Bid – Terms & Conditions – Annexure “A”

Tender Ref. BHE:PC:ADMN:LUNCH:17-18 Dated 16-03-2017

Page 9 of 11

expires after the submission of the Tender or after the acceptance of the Tender, BHEL may cancel such Tender at their discretion unless the firm submits a revised constitution and an undertaking for continuing the contract with the existing terms & conditions.

- 8.2 If a Tenderer deliberately gives wrong information in his Tender, BHEL reserves the right to reject such Tender at any stage or to cancel the Contract, if awarded and forfeit the Security Deposit and any other money due.
- 8.3 Canvassing in any form in connection with the Tenders submitted by the Bidder/s shall make their Tender liable for rejection.
- 8.4 Should a Tenderer or Bidder or in the case of a Firm or Company of Bidders / One or more of its Partners / Shareholders / Directors have a relation or relations in BHEL, the Authority inviting Tender shall be informed of the fact along with the offer, failing this BHEL may, at its sole discretion reject the Tender or cancel the Contract and forfeit any other amount due to the Contractor.
- 8.5 The Successful Tenderer should not sub-contract any part or the complete work under this Contract.
- 8.6 Tender shall be free from corrections, mistakes and overwriting. Corrections, if any must be attested. The amounts / values indicated in the Price Bid Format shall be indicated both in Words and Figures. ***If there is any mismatch between words and figures, the value specified in Words shall be only taken into account.***

9. AMENDMENT TO THE TENDER NOTICE:

- 9.1 BHEL reserves the right to alter any condition(s), at any time, the Terms and conditions of this Tender Notice, prior to the date of submission of offer by the Tenderer. All corrigenda, addenda, amendments, time extensions, clarifications, etc. (if any) to the above NIT, will be hosted on the BHEL Website only and will not be published in Newspapers or any other media. Bidders shall regularly visit the BHEL Website to keep themselves updated.
- 9.2 For uniformity, the Technical Bid – Annexure-A and Price Bid – Annexure-B should be submitted ONLY in the prescribed Proforma enclosed.

10. INSURANCE:

BHEL will not be liable for any injury / loss of life of the persons engaged by the Contractor in the preparation, transportation of the food items to BHEL office and service in BHEL office premises as per the Contract. A suitable and adequate insurance coverage for them must be arranged by the Contractor at Contractor's cost.

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Tender Ref. BHE:PC:ADMN:LUNCH:17-18 Dated 16-03-2017

Page **10** of **11**

11. ARBITRATION AND GOVERNING LAW:

All disputes arising in connection with the Contract shall be settled by mutual consultation. If no agreement is reached the dispute shall be settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules made thereunder. The dispute shall be referred for arbitration to any arbitrator to be appointed by the BHEL Head of the Unit. The award of the arbitrator shall be final and binding on both the parties. The venue of the Arbitration shall be Chennai, India.

The Award to be given by the Arbitration shall be speaking award. All questions, disputes, differences arising under, out of or in connection with this Contract shall be to the exclusive jurisdiction of Chennai courts only.

12. RISK PURCHASE:

In case of shortage or if the food items supplied are of poor / inferior quality, the same should be provided / replaced immediately or else the total cost on account of alternative arrangements made by BHEL to supply Lunch to employees, shall be deducted from the Contractor's running bill.

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Notice Inviting Tender – Contract for Supply of Lunch 2017-18

Technical Bid – Terms & Conditions – Annexure “A”

Tender Ref. BHE:PC:ADMN:LUNCH:17-18 Dated 16-03-2017

Page 11 of 11

UNPRICED ‘PRICE BID FORMAT’

Our Single Rate for both **Regular Lunch** on all Working Days of the Week and **Variety Lunch** on the last Working Day of the Week is mentioned below: -

		AMOUNT – in Rs. (In Figures)	AMOUNT – in Rs. (In Words)
(A)	BASIC PRICE PER PLATE		
(B)	SERVICE TAX @ _____ % (as Applicable)		
(C)	VAT @ _____ % (as Applicable)		
	TOTAL PRICE PER PLATE		

The rates quoted above are valid for a minimum period of 60 (Sixty) Days from the date of tender opening.

Place: Signature of the Bidder :

Date: Name of Authorized Signatory :

Address with Company Seal:

Place: Signature of the Bidder

Date: (Name & Address with Company Seal)