

TENDER SPECIFICATION

Tender Specification No BHE/PW/PUR/HQ-CATERING/2209

FOR

PREPARATION AND SERVING OF VEG LUNCH AT BHEL/PSWR HEADQUARTER, NAGPUR.

VOL-I: TECHNICAL BID SPECIFICATION



BHARAT HEAVY ELECTRICALS LIMITED
(A Govt. of India Undertaking)
POWER SECTOR - WESTERN REGION
345-KINGSWAY, NAGPUR-440 001

पावर सेक्टर- पश्चिमी क्षेत्र Power Sector-Western Region
 श्रीमोहनी कॉम्प्लेक्स, 345 किंग्सवे, नागपुर Shreemohini complex, 345 Kingsway Nagpur - 440 001
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 BHEL PAN: AAACB4146P

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2209

NOTICE INVITING TENDER

Bharat Heavy Electricals Limited



NOTICE INVITING TENDER (NIT)

NOTE: BIDDER MAY DOWNLOAD FROM WEB SITES

Dear Sir/Madam

Sub : NOTICE INVITING TENDER

Sealed offers in two part bid (Techno-commercial Bid & Price Bid) system are invited from reputed & experienced bidders (meeting PRE QUALIFICATION CRITERIA as mentioned in Annexure-I) for the subject job by the undersigned on behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document. Following points relevant to the tender may please be noted and complied with.

1.0 Salient Features of NIT

SL NO	ISSUE	DESCRIPTION	
i	TENDER NUMBER	T.S. NO. BHE/PW/PUR/HQ-CATERING/2209	
ii	Broad Scope of job	PREPARATION AND SERVING OF VEG LUNCH AT BHEL/PSWR HEADQUARTER, NAGPUR for a period of 24 Months.	
iii	DETAILS OF TENDER DOCUMENT <i>Vol-I - Tender Specification Applicable</i>		
<i>Vol-II- Price Bid Specification- Applicable</i>			
iv	Issue of Tender Documents	Date: 27/11/2019 Through BHEL Web Portal www.bhel.com Tender documents will be available for downloading from website till due date of submission	Applicable
v	DUE DATE & TIME OF OFFER SUBMISSION	Date :18/12/2019 , Time :15.00Hrs Email/registered post/by hand only Place : Through E-mail only to tapishkhandelwal@bhel.in vivekjha@bhel.in prchiwarkar@bhel.in Please note that tender has to be submitted through E-mail only. Tender in any other form shall not be accepted	Applicable
vi	OPENING OF TENDER	Date :18/12/2019 , Time :16.00Hrs 1 hours after the latest due date and time of	Applicable

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		<p><i>Offer submission</i></p> <p>Notes:</p> <p>(1) In case the due date of opening of tender becomes a non-working day, tenders shall be opened on next working day at the same time.</p> <p>(2) Bidder may depute representative to witness the opening of tender.</p>	
vii	EMD AMOUNT	<p><i>Rs.83,080/- (Rupees Eighty Three Thousands Eighty Only)</i> (MSE Bidders are exempt from paying EMD, Bidder need to furnish proof against the same)</p>	<i>Applicable</i>
viii	COST OF TENDER	NA	<i>Applicable</i>
ix	LAST DATE FOR SEEKING CLARIFICATION	<p><i>Date: At least 3 days before the due date of offer submission</i></p> <p>Along with soft version also, addressing to undersigned & to others as per contact address given below</p> <p>Tapish Kumar , Dy Manager (Purchase) Ph: 0712-3048732 / 9010903666 E-mail: tapishkhandelwal@bhel.in</p> <p>Viveka Nand Jha, Dy Manager (Purchase) E-mail: vivekiha@bhel.in</p>	<i>Applicable</i>
X	Pre-Bid Discussion	06/12/2019 11:00 Hr at BHEL PSWR HQ Nagpur	
xi	Latest updates	<p>Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (www.bhel.com -->Tender Notifications →View Corrigendums) and not in the newspapers. Bidders to keep themselves updated with all such information</p>	
		<p><u>Contact details (BHEL-PSWR)</u></p> <p>Viveka Nand Jha, Dy Manager (Purchase) E-mail: vivekiha@bhel.in</p> <p>Tapish Kumar , Dy Manager (Purchase) Ph: 0712-3048732 / 9010903666 E-mail: tapishkhandelwal@bhel.in</p>	

2.0 The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them, duly signed & stamped on each page, as part of offer. Rates/Price including discounts/rebates, if any, mentioned anywhere/in any form in the techno-commercial offer other than the Price Bid, shall not be entertained.

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3.0 Unless specifically stated otherwise, bidder shall remit cost of tender and courier charges if applicable, in the form of Demand Draft drawn in favor of Bharat Heavy Electricals Ltd, payable at Power Sector Regional HQ at Nagpur issuing the Tender, along with techno-commercial offer. Bidder may also choose to deposit the Tender document cost by cash at the Cash Office as stated above against sl no iv of 1, on any working day; and in such case copy of Cash receipt is to be enclosed with the Techno Commercial offer. Sale of tender Documents shall not take place on National Holidays, holidays declared by Central or State Governments and BHEL PS HQ at Nagpur, Sundays and second/ last Saturdays

4.0 Unless specifically stated otherwise, bidder shall deposit EMD as per the provisions given below

- I. EMD can be paid in cash deposit (as permissible under extant Income Tax Act) before tender opening,
- II. EMD can be paid through Banker's cheque/Pay order/Demand Draft, in favour of 'Bharat Heavy Electricals Limited' and payable at Regional HQ issuing the tender (Along with the offer).
- III. Electronic Fund Transfer credited in BHEL account (before tender opening). Details of BHEL account have been furnished below.
- IV. Fixed Deposit Receipt (FDR) 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).

Note: In addition, the EMD amount in excess of Rs. Two Lakh may also be accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for at-least six months.

- V. No other form of EMD remittance shall be acceptable to BHEL

In case of remittance of EMD through Electronic Fund Transfer, Bank account details of BHEL PSWR to be used is as below:-

NAME OF THE COMPANY	BHARAT HEAVY ELECTRICALS LTD
ADDRESS OF THE COMPANY	SHREE MOHINI COMPLEX 345, KINGSWAY,NAGPUR
NAME OF BANK	STATE BANK OF INDIA
NAME OF BANK BRANCH AND BRANCH CODE	SBI,KINGSWAYBRANCH,BRANCH CODE-00432
CITY	NAGPUR
ACCOUNT NUMBER	31380025872
ACCOUNT TYPE	CURRENT A/C
IFSC CODE OF THE BANK BRANCH	SBIN0000432
MICR CODE OF THE BANK BRANCH	440002002

Above bank account, details can be used for remittance of Security Deposit as well by the successful tenderer.

Description/ Mode of Submission	EFT	Cash	FDR	DD/Pay Order
Proof of EMD along with the offer	Receipt of Amount Transferred	Receipt of cash deposit at	Scan Copy has to be uploaded	Scan Copy has to be uploaded

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Submission of EMD to BHEL PSWR, Nagpur	into BHEL Account	BHEL office	The Original FDR to be sent through Courier/Post to BHEL PSWR Nagpur.	Original DD/ Pay order to be sent through Registered Post
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5.0 **Procedure for Submission of Tenders:** The Tenderers must submit their Tenders to Officer inviting Tender, as detailed below:

5.1 Bidders have to submit their offer through **Email/registered post/by hand only** and following documents are required as Bidders offer:

- I. 'No deviation Certificate' as per Sl No 5.2
- II. Proof of EMD as per Sl No 5.3 below
- III. All documents mentioned in Check list (Annexure 4 of this NIT)
- IV. Password Protected "Price Bid" as per SL No 5.4 (Part-II)

(Part-I)

5.2 Bidder has to submit "**No deviation certificate**" on or before the due date as indicated (Note: Submission of "No deviation certificate" would imply bidder's compliance with all the NIT terms and conditions.)

5.3 Proof of EMD viz Copy of Cash receipt issued by BHEL of requisite amount, Fixed Deposit Receipt (FDR) 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), copy of receipt of Electronic Fund Transfer of requisite amount or scanned copy of Banker's cheque / Pay order / FDR / Demand Draft, through email along with 'No Deviation Certificate' and other documents on or before the due date as indicated. However in case of EMD remittance through Banker's cheque / Pay order / FDR / Demand Draft, same shall be submitted to BHEL before Price Bid Opening. Any delay beyond a reasonable time will lead to the disqualification of the bidder.

5.4 **Password Protected Price bid** shall be submitted through email (password protected) /in hard (in separate sealed cover) on or before the due date as indicated. Password of the protected file shall be declared by the bidder upon specific request of BHEL at the specified time to be informed later. Price bid shall be opened upon completion of part - I documents.

5.5 The email offer shall be addressed to following mail ids

- I. tapishkhandelwal@bhel.in
- II. vivekjh@bhel.in
- III. prchiwarkar@bhel.in

- **Bidders are not required to submit any other documents other than those detailed in Sl No. 5.1**

The Tenderers must submit their Tenders, as detailed below:

- PART-I consisting of 'PART-I A (Techno Commercial Bid)' & 'PART-I B (EMD/COST of TENDER)'
- PART-II (Price Bid)

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The contents of the offer/tender are as given below. **(All Documents to be signed, stamped and sent through E-mail)**

SN	Description	Remarks
	Part-I A	
i.	Covering letter/Offer forwarding letter of Tenderer (Provided elsewhere in the technical bid)	
ii.	Duly filled-in 'No Deviation Certificate' as per prescribed format. Note: <ul style="list-style-type: none"> a. In case of any deviation, the same should be submitted separately, indicating respective clauses of tender against which deviation is taken by bidder. It shall be specifically noted that deviation recorded elsewhere shall not be entertained. b. BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding. <ul style="list-style-type: none"> i). In case of acceptance of the deviations, appropriate loading shall be done by BHEL ii). In case of unacceptable deviations, BHEL reserves the right to reject the tender 	
iii.	Supporting documents/ annexure/ schedules/ drawing etc as required in line with Pre-Qualification criteria. It shall be specifically noted that a credential certificates issued by clients shall distinctly bear the name of organization, contact phone no, FAX no, etc.	
iv.	All Amendments/Correspondences/Corrigenda/Clarifications/Changes/ Errata etc. pertinent to this NIT.	
v.	Integrity Pact Agreement (Duly signed by the authorized signatory)	
vi.	Duly filled-in annexures, formats etc. as required under this Tender Specification/NIT	
vii.	Notice inviting Tender (NIT)	
viii.	Volume – I A : Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc	
ix.	Volume – I B : Special Conditions of Contract (SCC)	
x.	Volume – I C : General Conditions of Contract (GCC)	
xi.	Volume – I D : Forms & Procedures	
xii.	Volume – I E: Technical Specifications and Plot Plan	
xiii.	Volume – II (UNPRICED – without disclosing rates/price, but mentioning only 'QUOTED' or 'UNQUOTED' against each item)	
xiv.	Any other details preferred by bidder with proper indexing.	

	PART-I B	
i.	1. Earnest Money Deposit (EMD) in the form as indicated in this Tender OR <u>Documentary evidence for 'One Time EMD' with the Power Sector Region of BHEL floating the Tender</u> <u>2. Cost of Tender (Demand Draft or copy of Cash Receipt as the case may be)</u> Note: Refer Clause No-3 and 4 of NIT for further details	

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PART-II	
ii	Volume II – PRICE BID (Duly Filled in Schedule of Rates – rate/price to be entered in words as well as figures)

- **SPECIAL NOTE: All documents/ annexures to be submitted should be through E-mail. BHEL shall not be responsible for in-complete documents.**

- 6 Void
- 7 Deviation with respect to tender clauses and additional clauses/suggestions in Techno-commercial bid / Price bid shall NOT be considered by BHEL. Bidders are requested to positively comply with the same.
- 8 BHEL reserves the right to accept or reject any or all Offers without assigning any reasons thereof. BHEL also reserves the right to cancel the Tender wholly or partly without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).
- 9 Void.
- 10 Since the job shall be executed at site, bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation, applicable wage structure, wage rules, etc before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions.
- 11 For any clarification on the tender document, the bidder may seek the same ~~in writing or~~ through e-mail, by mentioning NIT No, reference clause of tender document and Bidder's query within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to ~~postal~~ network delay or any other delays. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.
- 12 BHEL may decide holding of pre-bid discussion [PBD] with all intending bidders as per date indicated in the NIT. The bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Bidders shall plan their visit accordingly. The outcome of pre-bid discussion (PBD) shall also form part of tender.
- 13 In the event of any conflict between requirement of any clause of this specification/documents/drawings/data sheets etc or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting/submission of offer, else BHEL's interpretation shall prevail.
- 14 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.
- 15 Bidders shall submit Integrity Pact Agreement (Duly signed by authorized signatory who signs in the offer), **if applicable**, along with techno-commercial bid. This pact shall be considered as a preliminary qualification for further participation. **The names and other**

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details of Independent External Monitor (IEM) for the subject tender is as given at point (1) above.

- 16 The Bidder has to satisfy the Pre-Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of satisfying the Pre-Qualification Criteria specified in this NIT as per Annexure-1 (as applicable), past performance etc. and date of opening of price bids shall be intimated to only such bidders. BHEL reserves the right not to consider offers of parties under HOLD.
- 17 In case BHEL decides on a 'Public Opening', the date & time of opening of the sealed PRICE BID shall be intimated to the qualified bidders and in such a case, bidder may depute one authorized representative to witness the price bid opening. BHEL reserves the right to open 'in-camera' the 'PRICE BID' of any or all Unsuccessful/Disqualified bidders under intimation to the respective bidders.
- 18 Validity of the offer shall be for **Six months** from the latest due date of offer submission (including extension, if any) unless specified otherwise.
- 19 ~~BHEL reserves the right to decide the successful bidder on the basis of Reverse Auction process. In such case all qualified bidders will be intimated regarding procedure/modality for Reverse Auction process prior to Reverse Auction and price will be decided as per the rules for Reverse Auction..~~

~~However, if reverse auction process is unsuccessful as defined in the RA rules/procedures, or for whatsoever reason, then the sealed 'PRICE BIDS' will be opened for deciding the successful bidder. BHEL's decision in this regard will be final and binding on bidder.~~
- 20 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 21 In case the bidder is an "Indian Agent of Foreign Principals", 'Agency agreement has to be submitted along with Bid, detailing the role of the agent along with the terms of payment for agency commission in INR, along with supporting documents. For the tenders requiring services of Original supplier of equipment/services, offer is preferred from the OEM/Principal. However, if the OEM/Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer/supplier in the same tender. Moreover, either the agent could bid on behalf of manufacturer / supplier or manufacturer / supplier could bid directly but not both. In case bids are received from both manufacturer / supplier and the agent, bid from agent shall be ignored.
- 22 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- 23 ~~Consortium Bidding (or Technical Tie up) shall be allowed only if specified in Pre Qualifying Requirement (PQR) criteria, and in such a case the following shall be complied with:~~
- 24 The bidder shall submit documents in support of possession of 'Qualifying Requirements' duly self-certified and stamped by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately.
- 25 The bidder may have to produce original document for verification if so decided by BHEL.

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26 Order of Precedence

In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:

- a. Amendments/Clarifications/Corrigenda/Errata etc issued in respect of the tender documents by BHEL
- b. Notice Inviting Tender (NIT)
- c. Price Bid
- d. Technical Conditions of Contract (TCC)—Volume-1A
- e. ~~Special Conditions of Contract (SCC) Volume-1B~~
- f. ~~General Conditions of Contract (GCC) Volume-1C~~
- g. ~~Forms and Procedures Volume-1D~~

It may please be noted that guidelines/rules in respect of suspension of business dealings', 'Vendor evaluation format', 'Quality, Safety & HSE guidelines', etc may undergo change from time to time and the latest one shall be followed.

for

BHARAT HEAVY ELECTRICALS LTD

AGM Purchase

Enclosure

01. Annexure-1: Pre Qualifying criteria
02. Annexure-2: Important Information.
03. Annexure-3 : MSE Declaration
04. Annexure-4: Check List
- 05 Other Tender documents as per this NIT

PRE QUALIFYING REQUIREMENTS (Annexure-1)

JOB	PREPARATION AND SERVING OF VEG LUNCH AT BHEL/PSWR HEADQUARTER, NAGPUR for a period of 24 Months.
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SL NO	PRE QUALIFICATION CRITERIA	Bidders claim in respect of fulfilling the PQR Criteria	
		Name and Description of qualifying criteria	Remarks
A	Submission of Integrity Pact duly signed (if applicable)	NOT APPLICABLE	
B	<p>Technical</p> <p>Bidder must have successfully executed any of the following (Criteria B.1 to B.3) similar Job (Supply of Meal in Office/ Factory/Establishment/ Railway Establishment/ Educational Institution/ Corporate/ PSU or in any other commercial establishment) in the last seven (7) years as on latest date of bid submission:-</p> <p>B.1) Executed one Similar job for a continuous period of not less than 01 year in an establishment with not less than 80 (Eighty) persons in single sitting in a single work order.</p> <p>OR</p> <p>B.2) Executed Two Similar jobs for a continuous period of not less than 01 year in establishments with not less than 50 (Fifty) persons in single sitting in two separate Work orders.</p> <p>OR</p> <p>B.3) Executed Three Similar job for a continuous period of not less than 01 year in establishments with not less than 40 (Forty) persons in single sitting in three separate Work orders .</p>	APPLICABLE	<p>1. Bidder to furnish work order & proof of work execution to establish the Technical qualifying Criteria.</p>
C-1	<p><u>FINANCIAL</u></p> <p><u>TURNOVER</u></p> <p>Bidders must have achieved an average annual financial turnover of Rs. 24.93 Lakhs or more over last three Financial Years (FY) i.e. Financial Years 2016-2017, 2017-2018 & 2018-19.</p>	APPLICABLE	

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C-2	<u>NETWORTH (only in case of Companies)</u> Net worth of the Bidder based on the latest Audited Accounts as furnished for 'C-1' above should be positive.	APPLICABLE	
C-3	<u>PROFIT</u> Bidder must have earned cash profit in any one of the three Financial Years as applicable in the last three Financial Years defined in 'C-1' above based on latest Audited Accounts.	APPLICABLE	
D	Agency must be having a valid FSSAI Certificate as on latest due date of offer submission and an operational kitchen facility in Nagpur. This shall be physically verified by BHEL and a proof of such functional kitchen should be provided by the agency at the time of bidding. Agency will have to prepare the food in that kitchen only.	APPLICABLE	
E	Assessment of Capacity of Bidder to execute the work as per sl no 9 of NIT (if applicable)	NOT APPLICABLE	
F	<u>Price Bid Opening</u> Note: Price Bids of only those bidders shall be opened who stand qualified after compliance of criteria A to E	APPLICABLE	BY BHEL
F	Consortium criteria	NOT APPLICABLE	
	<p><u>Explanatory Notes for the PQR (unless otherwise specified in the PQR):</u></p> <ol style="list-style-type: none"> 1. For evaluation of PQR, the credentials of the Bidder alone, and not that of the Group Company shall be considered. 2. Completion date for achievement of the technical criteria specified in the Common QR should be in the last 7 years ending on the 'latest date of Bid Submission' of Tender irrespective of date of the start of work. 3. "Executed" means the bidder should have achieved the technical criteria specified in the Technical criteria of PQR (as in 'B' above) even if the Contract has not been completed or closed. 4. Bidder to submit Audited Balance Sheet and Profit and Loss Account for the respective years as indicated against C-1 above along with all annexures. 5. In case audited financial statements have not been submitted for all the three years as indicated against C-1 above, then the applicable audited statements submitted by the bidders against the requisite three years, will be averaged for three years i.e total divided by three. 6. If financial statements are not required to be audited statutorily, then instead of audited financial statements, financial statements are required to be certified by Chartered Accountant. 7. C-2:-NETWORTH: Shall be calculated based on the latest Audited Accounts as furnished for C-1 above. Net worth = Paid up share capital + Reserves. (Net worth is 		

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	<p>required to be evaluated in case of companies) .</p> <p>8. C-3:- PROFIT : shall be NET profit (PAT + Non cash expenditure viz depreciation) earned during any one of the three financial years as in C-1 above.</p> <p>9. Time period for achievement of the 'Technical' criteria of PQR (as in 'B' above) will be the last 7 years ending on the 'latest date' of Bid submission.</p> <p>10. 'EXECUTED' means the Vendor should have achieved the criteria specified in the Technical criteria of PQR (as in 'B' above) even if the Contract has not been completed or closed</p>
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BIDDER SHALL SUBMIT ABOVE PRE-QUALIFICATION CRITERIA FORMAT, DULY FILLED-IN, SPECIFYING RESPECTIVE ANNEXURE NUMBER AGAINST EACH CRITERIA AND FURNISH RELEVANT DOCUMENT INCLUSIVE OF WORK ORDER AND WORK COMPLETION CERTIFICATE ETC IN THE RESPECTIVE ANNEXURES IN THEIR OFFER.

Annexure -2

IMPORTANT INFORMATION

Tender for this work is invited by BHEL PSWR NAGPUR and offer shall be submitted through E-mail only. All correspondences regarding this tender shall be through E-mail only.

Postal Address:

AGM /Purchase BHEL PSWR,
SRIMOHINI COMPLEX, 345 KINGSWAY, NAGPUR 440001, INDIA

Following are the concerned BHEL officials to whom bidders can contact in case of any difficulty:

- a) AGM Purchase, Email id: prchiwarkar@bhel.in Ph: +91 – 712 – 3048633
- b) Dy Manager Purchase, Email: tapishkhandelwal@bhel.in Ph: +91-712-3048732/9010903666
- c) Dy Manager Purchase, Email: vivekjha@bhel.in : +91 – 9429198214

1. **The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site (www.bhel.com ---> Tender Notification -→ List of Banned Firms)**
2. **Refer Suspension of Business Dealings: The abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' has now been uploaded on www.bhel.com on "supplier registration page" at the following link: <http://www.bhel.com/vender registration/pdf/Suspension guidelines abridged.pdf>**
3. **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.
- 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.

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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".

- 4. All Statutory Requirements as applicable for this project shall be complied with.**
- 5. BHEL Fraud Prevention Policy, "The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice."**
- 6. Following clause shall form part of the HSE documents issued under Chapter IX of Volume IB 'Special Conditions of Contract'**

~~"In case of any financial deduction made by Customer for lapses of safety other than what is provided elsewhere in the contract, the same shall be charged on back to back basis on the defaulting contractor without prejudice to any other right spelt anywhere in the tender /contract"~~

7. Please take note of following Revised Tender Clauses:

- i) Notice Inviting Tender: Sl No 4 and corresponding Changes in GCC Clause No 1.9 regarding EMD
- ii) General conditions of Contract: Clause 1.10, 2.13, 1.15.11, Clause No 2.7.10 (New), Clause No 2.28.5 (New)

8. MSE Vendors:

~~**Micro & Small Enterprises (MSE) is exempted from Payment of Tender Fees (as in Sl No 1 viii of NIT) and Earnest Money deposit (EMD) (as in Sl No 1 vii of NIT.)**~~

To avail the above benefit, participating MSEs should be registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or Udyog Aadhaar Memorandum or any other body specified by Ministry of Micro Small and Medium Enterprises.

MSE bidders can avail the above benefit only if they submit along with the offer, **copies of either Udyog Aadhaar Memorandum or EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with copy of a CA certificate** (format enclosed at Annexure- 3 where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). 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 said documents will lead to consideration of their bid at par with other bidders in terms of EMD. No benefit shall be applicable for this enquiry, if any deficiency in the above required documents is not submitted before price bid opening. ~~If the tender~~

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~~is to be submitted through e procurement portal, then the above required documents are to be uploaded on the portal.~~

Note: Non submission of said documents by bidders will lead to consideration of their bids at par with other bidders in terms of EMD & cost of tender.

FORFEITURE OF EMD:

EMD by the Tenderer will be forfeited as per Tender Documents if:

- I. After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
- II. The Contractor fails to deposit the required Security deposit or commence the work within recommended work commencement date.

EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.

EMD given by all unsuccessful tenderers shall be refunded after award of work.

EMD shall not carry any interest.

EMD of successful tenderer will be retained as part of Security Deposit.

9. Security deposit

- Security Deposit means the security provided by the Contractor towards fulfilment of any obligations in terms of the provision of the contract. Upon acceptance of Tender, the successful Tenderer should deposit the required amount of Security Deposit for satisfactory completion of work. The total amount of Security Deposit will be **5 % of the order Value**. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit. Considering the 03 months' trial period, balance amount pertaining to 50% of SD, as applicable, may be deducted from the RA bill of 3rd month or submitted through following means, subject to successful completion of the trial period.
- **Modes of Security Deposit:** The balance amount to make up the required Security Deposit of 5 % of the contract Value may be furnished in any one of 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 for Security Deposit shall be in the prescribed formats.
 - iv) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL.
 - v) Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc.

(Certificates should be held in the name of Contractor furnishing the security and duly endorsed/hypothecated/pledged, as applicable, in favour of BHEL).

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- **Remittance of Security Deposit:** At least 50 % of the required Security Deposit, including the EMD, shall be submitted **before start of work**. Balance of the Security Deposit can be submitted by way of deduction of 10% of the gross amount progressively from each running bills of the contractor till the total amount of the required Security Deposit is collected.

In case the value of work exceeds from the awarded / accepted value, the Security Deposit shall be correspondingly enhanced as given below:

The enhanced part of the Security Deposit shall be immediately deposited by the Contractor or adjusted against payments due to the Contractor.

- **Delay in 1st submission of SD:** SD is to be furnished by the vendor before start of work. No payment will be released till SD is submitted by the vendor.
However if requested by the vendor, cash recovery equivalent to SD value to be made from the running bills submitted by the vendor. In such case, recovery of interest calculated @SBI PLR +2% on amount equivalent to SD value to be made for the gap period (difference between date of start of work and date of submission of BG/ cash recovery).
- The Security Deposit shall not carry any interest
- The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee (by contractor) in acceptable form, but only once, before completion of work, at the discretion of BHEL.
- The validity of Bank Guarantees towards Security Deposit shall be initially upto the completion period as stipulated in the Letter of Intent/Award + 3 months, and the same shall be kept valid by proper renewal till the fulfillment of all contractual obligations as per terms of the contract.
- BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the Contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off the Security Deposit against any claims of other contracts with BHEL.
- **RETURN OF SECURITY DEPOSIT** Security Deposit shall be refunded/Bank Guarantee(s) released to the Contractor upon fulfilment of contractual obligations as per terms of contract, after deducting all expenses / other amounts due to BHEL under the contract / other contracts entered into with them by BHEL.

Note:

1. Format for BG in lieu of Security deposit shall be provided on request.
2. 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.
3. Security Deposit shall not carry any interest.
4. It may please be noted that the contract execution will be done in two parts i.e. 03 months' trial period and 21 months after successful completion of the trial period, Accordingly the SD shall be collected in Two parts i.e. EMD Conversion in to SD for the first three months' work and for remaining 21 months, balance SD amount may be submitted by above mentioned means. Total SD amount shall be @ 5% (Five Percentage) of the order value for the period of 02 years.

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

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

12. REJECTION OF TENDER & OTHER CONDITIONS:

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

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

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

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

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

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

17. The successful Bidders should not sub-contract the part or complete the work detailed in this tender specification undertaken by him. The Bidder is solely responsible to BHEL for the work awarded to him. Any deviation in this regard will entail termination of such contract by BHEL at the risk and responsibility of the contractor.

18. LANGUAGE

18.1) The tenderer shall quote the rates in English language and international numerals. These rates shall be entered in figures as well as in words. For the purpose of the tenders, the metric system of units shall be used.

18.2) All entries in the tender shall either be typed (in case of E tender, E portal shall be used) or written legibly in ink. Erasing and over-writing is not permitted and may render such tenders liable for rejection. All cancellations and insertions shall be duly attested by the tenderer.

19. Price Discrepancy: In the case of price bid opening if there are differences between the rates given by the tenderer in words and figures then amount given in words shall be given priority.

20. EVALUATION OF BIDS

- i)** Technical Bids submitted by the tenderer will be opened first (ONLINE) and evaluated for fulfilling the Pre Qualification criteria and other conditions in NIT/Tender documents, based on documentary evidences submitted/Uploaded along with the offer
- ii)** In case the same qualifying experience is claimed by more than one agency, then the agency who has executed the work as per documentary evidence submitted shall only be qualified. Scope of qualifying work should be totally with the agency who has executed and in case it is only labour+consumables without T&P, then the responsibility of execution is assigned to the first agency and not to the agency who has executed only as labour supply contractor. Further, BHEL reserves the right to ask for further proofs including submission of TDS certificates for the said job
- iii)** In case the qualifying experience is claimed by private organizations based on Work Order and completion certificates from another private organization, BHEL reserves the right to ask for further proofs including submission of TDS certificates for the said job
- iv)** Assessing Bidder Capacity for executing the current tender shall be as per Notice Inviting Tender
- v)** Price Bids of shortlisted bidders shall only be opened through the conventional price bid opening/ (Online) ~~/or through electronic Reverse Auction~~, at the discretion of BHEL
- vi)** In the event of more than one bidder having quoted identical lowest rates and there is a tie amongst the bidders, the respective bidders would be asked to submit their revised rates. This process would continue till the distinct L1 (lowest) rate is arrived.
- vii)** Price Bids of unqualified bidders shall not be opened. Reasons for rejection shall be intimated in due course after issue of LOI/LOA to successful bidder and receipt of unqualified acceptance from the successful bidder.

21. Documentary proof to be submitted against type of firm

- i) IN CASE OF INDIVIDUAL TENDERER:** His / her full name, address and place & nature of business.
- ii) IN CASE OF PARTNERSHIP FIRM:** The names of all the partners and their addresses, A copy of the partnership deed/instrument of partnership dully certified by the Notary Public shall be enclosed.
- iii) IN CASE OF COMPANIES:**
 - a. Date and place of registration including date of commencement certificate in case of Public Companies (certified copies of Memorandum and articles of Association are also to be furnished).
 - b. Nature of business carried on by the Company and the provisions of the Memorandum relating thereof.

22. The Following Bank Guarantees shall be acceptable:

“Bank Guarantee issued by:

- a. Any of the BHEL consortium bank listed below:

State Bank of India
ABN Amro Bank N.V.
Bank of Baroda
Canara Bank
Citi Bank N.A.
Corporation Bank

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Deutsche Bank
HDFC Bank Ltd.
The Hongkond and Shanghai Banking Corporation Ltd
ICICI Bank Ltd.
IDBI Ltd.
Punjab National Bank
Standard Chartered Bank
State Bank of Travancore
State Bank of Hyderabad
Syndicate Bank

- b. Any public sector Bank (other than consortium banks) with a clause in the text of Bank Guarantee that "**It is enforceable at Nagpur, Maharashtra**".
- c. Any private sector banks, with a clause in the text of Bank Guarantee that "**It is enforceable by being presented at any branch of the bank**".

Note: "Bank Guarantees issued by Co-operative Banks are not acceptable".

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

- i) Bank Guarantees shall be from Scheduled Banks / Public Financial Institutions as defined in the Companies Act.
- ii) The Bank Guarantees shall be as per prescribed formats. (Format shall be provided at the request of successful bidder)
- iii) It is the responsibility of the bidder to get the Bank Guarantees revalidated/extended for the required period (subject to a minimum period of six months), as per the advice of BHEL in-charge. BHEL shall not be liable for issue of any reminders regarding expiry of the Bank Guarantees.
- iv) In case extension/further extensions of any Bank Guarantees are not required, the bidders shall ensure that the same is explicitly endorsed by the concerned in-charge and submitted.
- v) In case the Bank Guarantees are not extended before the expiry date, BHEL reserves the right to invoke the same by informing the concerned Bank in writing, without any advance notice/communication to the concerned bidder.
- vi) Bidders to note that any corrections to Bank Guarantees shall be done by the issuing Bank, only through an amendment in an appropriate non judicial stamp paper.
- vii) The Original Bank Guarantee/any extensions/amendments shall be sent directly by the Bank to BHEL under Registered Post (Acknowledgement Due), addressed to the Subcontracting Department of the respective Region.

23.) BHEL shall not be liable for any expenses incurred by the bidder in the preparation of the tender irrespective of whether the tender is accepted or not.

24.) VALIDITY OF OFFER:

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

25.)Compensation in case of Death/ Permanent Incapacitation of Person: BHEL shall recover the amount of compensation paid to victim (s) by BHEL towards loss of life/ permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employee as detailed below:

- a) Victim: Any person who suffers permanent disablement or dies in an accident as defined below.
- b) Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/ operation and works incidental thereto at BHEL factories/ offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works/ during working at BHEL Units/ Offices/ townships and premises/ Project sites.
- c) Compensation in respect of each of the victims:
 - (i) In the event of death or **permanent disability** resulting from **Loss of both limbs**: Rs 10,00,000/- (**Rs Ten Lakh**)
 - (ii) In the event of **other permanent disability**: Rs 7,00,000/- (**Rs Seven Lakh**)

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

Annexure-3

MSE ANNEX

To be Certificate by Chartered Accountant on letter head

This is to Certify that M/s _____, (hereinafter referred to as 'company') having its registered office at _____ is registered under MSMED Act 2006, (Entrepreneur Memorandum No (Part-II) _____ dtd: _____,

Category: _____ (Micro/Small)). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as on date _____ as per MSMED Act 2006 is as follows:

1. For Manufacturing Enterprises: Investment in plant and machinery (Le. 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 _____ Lakhs

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

Rs _____ Lakhs

The above investment of Rs _____ Lakhs is within permissible limit of Rs _____ Lakhs for _____ Micro / Small (Strike off which is not applicable) Category under MSMED Act 2006.

OR

The company has been graduated from its original category (Micro/ Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is.....

..... (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide 5.0. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name –

Membership number –

Seal of Chartered Accountant

Check List (Annexure-4)

Bidder should duly fill all information in table given below:

1	Name and Address of the Tenderer			
2	Details about type of the Firm/Company	Private Limited/ Partnership/ Proprietorship (Please tick (<input type="checkbox"/>) whichever applicable)		
3	Details of Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: E-mail ID:		
4	EMD DETAILS	DD No:	Date :	
		Bank :	Amount:	
			APPLICABILITY	BIDDER REPLY
6	Whether the format for compliance with PRE QUALIFICATION CRITERIA is understood and filled with proper supporting documents referenced in the specified format	Applicable	YES / NO	
7	Audited profit and Loss Account for the last three years submitted	Applicable	YES/NO	
8	Copy of PAN Card submitted	Applicable	YES/NO	
9	Whether all pages of the Tender documents including annexures, appendices etc are read understood and signed	Applicable/ Not Applicable	YES/NO	
10	Declaration confirming knowledge about site condition	Applicable	YES/NO	
11	Declaration by Authorised Signatory submitted	Applicable	YES/NO	
12	No Deviation Certificate submitted	Applicable	YES/NO	
13	Declaration for relation in BHEL submitted	Applicable	YES/NO	
14	Copy of GST registration Certificate	Applicable	YES/NO	
15	Bank Account Details for E-Payment submitted	Applicable	YES/NO	
16	Power of Attorney for Submission of Tender (If tender is signed other than Proprietor, Managing Partner, Director)	Applicable	YES/NO	
17	Copy of proof of PF registration	Applicable	YES/NO	
18	Undertaking for not being under Bankruptcy code proceeding	Applicable	YES/NO	
19	Offer Forwarding Letter	Applicable	YES/NO	

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20	Non-Disclosure certificate	Applicable	YES/NO
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NOTE : STRIKE OFF 'YES' OR 'NO', AS APPLICABLE
DATE :

AUTHORIZED SIGNATORY

2209

TECHNICAL CONDITIONS OF CONTRACT (TCC)

BHARAT HEAVY ELECTRICALS
LIMITED



**BHARAT HEAVY ELECTRICALS LIMITED
POWER SECTOR WESTERN REGION, NAGPUR
Technical Conditions of Contract**

SCOPE, SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

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

- 1.0 Lunch according to the menu given will be prepared at the Contractor's Kitchen, transported to BHEL Office and served to our staff at Contractor's Cost as per the quantity specified, in thalies/plates by the Contractor's service personnel at BHEL PSWR HQ, 5th & 6th floor, Shri Mohini Complex 345, Kingsway, Nagpur.
- 2.0 The contractor is required to prepare lunch at his own kitchen and serve safe & hygienic hot Lunch as per the requirement at BHEL office Shri Mohini Complex 345, Kingsway Nagpur. Food items, cooking utensils, gas burner including cooking gas, etc. for preparation of Lunch (as per prescribed menu) & supply of cooked food shall be under the scope of the contractor. The contractor has to serve the lunch to BHEL's staff and guests at BHEL office, 345 Kingsway Nagpur on all working days & also on holidays of BHEL as & when required.
- 2.1 BHEL reserves the right to visit/inspect the Kitchen of the contractor, anytime without prior intimation for inspecting the quality & hygiene of the ingredient used for cooking purpose as per the menu attached.
- 3.0 The Steel Boxes/Plates, bowls, spoons etc. for the purpose of serving hot cooked lunch at BHEL office will be provided once in the beginning of the contract by BHEL and are to be cleaned, washed by using detergent powder in boiled water daily by the contractor at his own cost. The contractor shall be solely responsible for taking care of all the items provided by BHEL. In case of any loss/damage to the items provided, the same shall be replaced by the contractor having the same specifications as was provided initially. BHEL reserves the right to accept/deny the quality & specification of the item so replaced.

4.0 SERVICES TO BE RENDERED BY THE CONTRACTOR

- 4.1 The standard menu for the lunch is enclosed. The contractor should have to strictly follow the menu enclosed. The ingredients for preparing the requirements have to be arranged by the contractor only at his cost.
- 4.2 The contractor shall also provide special catering service as per order placed on them for various Meetings/Conference/Training programme to be held at BHEL office Nagpur and at any other place at Nagpur for which rate(s), terms and conditions as specified in this tender document shall be binding on the contractor.
- 4.3 Approximately 100-120 nos. lunches shall be required on all working days depending on attendance.
- 4.4 The contractor shall have to serve lunch against certification by the concerned employee either for himself or for the guest on daily basis. Responsibility for collection of the order from employees duly endorsed by them shall be within the scope for the contractor. It is advisable to collect the order and get it signed prior to serving lunch/after lunch as may be deemed fit by the contractor.
- 4.5 The contractor shall be solely responsible for preparation of Lunch at his place and serving of hot hygienic lunch by sharp 13.00 hours to the employees of BHEL office located at Shri Mohini Complex 345, Kingsway Nagpur 440001 regularly without fail. Any failure in the timings shall attract penalty as per Sl.no 16 of the tender document.

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4.6 The hot prepared lunch has to reach BHEL Office half an hour before the start of Lunch time i.e. 12.30 hrs. so that the officer in-charge can duly inspect the quality as well quantity of the lunch before serving.

4.7 The chapattis/paratha/ poori as listed in the lunch menu, shall be silver foiled at contractor's kitchen only.

The contractor shall acknowledge the receipt of quantities of Steel Boxes/Plates, bowls, spoons etc. provided by BHEL before the beginning of the contract which shall be equated at the time of end of the contract. Any deviation in the acknowledged quantity & quantity equated at the end of the contract will be recovered before processing the final bills of the contractor.

5.0 REIMBURSEMENT OF COUPONS AND OTHER CHARGES

5.1 For providing the above catering services at BHEL, the contractor will be paid at the rates quoted for Lunch per plate & other requirements against certification by the concerned employee.

5.2 For sub-delivery of lunch packets from Restaurants/Hotels, snacks items, mixtures, biscuits etc. the contractor will be reimbursed @ 10% towards service charges on the actual cost plus applicable taxes against submission of the bills duly supported by documentary evidences.

5.3 For providing tea/coffee/lemon water etc. the contractor will be paid at the rates as provided in Annexure C of the tender document, against certification by the concerned employee.

6.0 UNIFORM

6.1 The contractor should ensure that his staff is always dressed in clean and tidy uniforms, shaved and combed condition, covering their heads by chef hat/cap while on duty for the said services in BHEL premises from the date of commencement of the contract.

7.0 INGREDIENTS/MASALAS AND OTHER RAW MATERIALS:

7.1 The contractor must use the ingredients/masalas & other raw materials as specified /listed in the menu only (annexure-B). Non adherence to the specifications will attract penalties as listed in the penalty clauses elaborated under Sl. No 16.

7.2 The contractor must use fresh quality of raw material, for cooking purposes to avoid any complication.

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

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

8.0 CLEANLINESS:

All (Steel Plates, utensils, plates cups bowls, etc.) shall be collected, cleaned, washed in boiled water by using detergent powder and other materials, dried and stored immediately after use at the place specified inside BHEL premises. It is the responsibility of the contractor to get the utensils cleaned and sterilized before use. The contractor should ensure cleanliness and hygiene of the utensils. In case any spot/wastes are noticed in such utensils, no payment will be made against that lunch and alternative lunch has to be arranged by the contractor for which no extra payment

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shall be made by BHEL/employee concerned. The contractor shall also keep the BHEL canteen premises clean and maintain the same in hygienic condition before and after lunch timings to the satisfaction of the competent authority.

9.1 HEALTH/CLEANINESS:

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

9.2 ENVIRONMENT:

The contractor along with his working hands must be well acquainted with the cleanliness in his kitchen (outside BHEL premises) & BHEL premises as well and disposition of excess food/wastes shall be made as per the Rules of Municipal Corporation of the locality by the contractor only.

9.3 PEST CONTROL:

Periodical pest control of the contractor's kitchen premises shall be carried out by him only, which shall be inspected by BHEL authorized representative from time to time.

10.0 INSPECTION:

The contractor shall allow inspection of the raw materials and food prepared by an authorized representative of BHEL/Officer In-charge.

11.0 MODE OF PAYMENT

The payment shall be made in Indian currency only by RTGS to the bank account directly. Along with the coupons collected, bill for the lunch shall be produced for payment on monthly basis and may be released within 30 (Thirty) days from the date of submission of the bill.

12.0 DEPLOYMENT OF MANPOWER

The bidders, prior to submit their offers, must visit BHEL premises to decide upon the number of manpower for execution of above services at BHEL office Nagpur. For providing lunch to BHEL employees, the contractor shall engage sufficient cook(s) at his kitchen along with required nos of helpers the cost of which shall not be reimbursed by BHEL.

12.1 It is prime responsibility of the contractor to engage 05 number of service personnel (01 No. cook, 03 Nos Service Boys & 01 No. Maid for dish washing) for serving hot lunch at BHEL premises,

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

Name, father's name, date of birth, educational qualification, two identifying body marks, full residential address present and permanent home address, past experience and a passport size photograph to enable smooth security check in/out.

13.2 Duties of Service Personnel & Supervisor:

The essence of the contract is to provide hot lunch at sitting place of every staff. The service personnel are required to serve the hot lunch to every BHEL staff by sharp 01.00 pm. The contractor has to pass the necessary instructions as per the requirement and prompt delivery should be ascertained by him only.

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

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

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

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

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

14.0 WAGES TO MANPOWER

It is a contract for supply of hot lunch & other consumables at BHEL, PSWR/Hqrs only therefore payment and other benefits to manpower engaged by contractor is sole responsibility of the contractor only. BHEL is in no way became any party in case of any non-compliances of statutory laws and other applicable rules.

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

14.2 After going through all the sections of these Tender documents, the contractor shall quote lump sum fixed price for one no. lunch in the enclosed price Bid format as per the Volume II Price Bid.

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

15.0 SETTLEMENT OF DISPUTE AND ARBITRATION:

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

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

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

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

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

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

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

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

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

Subject arbitration as aforesaid, shall be conducted in accordance with the provision of Indian Arbitration Act, 1940 or any statutory modification or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under the clause. The venue of the arbitration, if any, shall be Nagpur.

16.0 PENALTY:

The supply of lunch is the primary responsibility of Contractor. In case lunch is not provided to BHEL staff due to the failure on the part of the contractor, BHEL reserves the right to impose penalty on the contractor for that particular day. The penalty will be the amount equal to the number of staff present on that day multiplied by the value of the lunch coupons, except on the occasion which is beyond the control of the contractor.

The contractor will be fined in case of violation of the following rules

1. Any complaints of insects and/or foreign object (hair, rope, cloth, plastic, etc.)/ Hard and/or sharp objects like glass pieces, nails, hard plastic etc found in any food item would invite a fine of Rs. 1000/- on the caterer for each incidence.

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2. Any complaint of stones / pebbles will attract a penalty on the caterer which can range between Rs 300/- to Rs 1000/- for each incidence, depending on the size of the stone/pebble.
3. a) Food poisoning, shall invoke a hefty fine beyond the limit of any fine mentioned above decided by BHEL, along with cancellation of contract and possible blacklisting of the caterer.
b) The complaint of unclean utensils in a day would lead to a fine of Rs 1000/- on the caterer for each incidence.
4. If BHEL agrees that certain meal was not cooked properly then a fine equivalent to **Number of lunch plates on that day X Rate X 50%** would be imposed on the caterer.
5. If food gets over within timings of lunch and waiting time is more than 10 minutes continuously for three working days for lunch, then a fine of Rs 1000/- would be imposed on the caterer.
6. Changes in the menu of lunch without permission of officer in-charge would result in a fine of Rs 1000/- to the caterer.
7. Fine on any discrepancy (personal hygiene of workers, misbehavior by workers etc.) will lead to fine of Rs 1000/- on caterer for every instance.
8. For any rules stated in the agreement,
 - * First violation of the rule implies fine as per the rule.
 - * Second and subsequent violations of the same rule within 30 days of previous fine will attract triple the initial amount of fine on the contractor.
9. Absence of proprietor or his representative empowered to take decision from meetings (if called upon) on due invitation will attract a fine of Rs. 1000/- on caterer for each incidence.
10. Using of brands not mentioned in the contract without prior permission and adulteration shall invoke a hefty fine of Rs. 2,000/- for each incidence.
11. Severity of hygiene failure shall be assessed and decided by BHEL and fined appropriately. In case of gross failure/negligence a severe penalty will be imposed, which could be a hefty fine as cash and/or summary termination of the Contract.
12. The notice period for the termination by BHEL will be 30 days. If a contractor disobeys the rule made by BHEL, repeatedly commits the same mistake then the contract shall be terminated immediately without any notice. Further caterer would be Black listed by BHEL.
13. If any of the items as provided in the Annexed lunch menu is not provided in the lunch plates to majority of the employees, following percentage of lunch rate shall be deducted for all the lunch plates served on that day.
For example:
Say in any of the working day pickle has not been served in the lunch plate and on that day 90 plates of lunch have been served then total penalty for that day shall be:
90 X Cost of pickle assumed in BHEL estimate. And Cost of Pickle shall be 2.13% of lunch rates. Please refer the following table for percentage assigned to each item.

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Sl no.	Despcirption of Item	Qty	Percentage (%)
1	Rice	150 gm	11.35
2	Aata (Roti)	3 Nos.	4.79
3	Dal	130 gm	8.52
4	Veg Seasonal	150 gm	14.20
5	Papad	1 Nos.	5.32
6	Pickle	1 pkt	2.13
7	Curd	1 pkt	21.30
8	Salad	8 Slices	6.82
9	Sweets	1 Nos.	25.56

17.0 COMMENCEMENT OF WORK:

- 17.1 The contractor shall commence the work within the time indicated in the Letter of Intent/Award from BHEL and shall proceed with the same with due expedition without any delay.
- 17.2 Contractor must engage an experienced cook /chef and a dietician for the execution of the contract.
- 17.3 If the successful Bidder fails to start the work within the stipulated time, BHEL at its sole discretion will have the right to cancel the contract. His earnest money and/or security deposit with BHEL will stand forfeited without any further reference to him, without prejudice to any and all of BHEL's other rights and remedies in this regards.

18.0 MODE & TERMS OF PAYMENT

- 18.1 All payment due to the contractor shall be paid through RTGS only.
- 18.2 Payment will be released to the contractor after submission of bills of lunches by the contractor along with lunch coupons so collected for the purpose, generally within 30 (thirty) days from the date of receipt of such bills.
- 18.3 All payments will be made to the contractor after deduction of applicable Taxes at source and prescribed under Income Tax Act/Rules from time to time.
- 18.4 All payment to the contractor will be made in Indian currency only.

18.5 Conditions related to Statutory Compliance:-

- 18.5.1 The contractor should have a valid registration with all statutory authorities such as ESI, PF, Labour Welfare Department, etc. The copies of the certificates of registration should be enclosed with Part I.
- 18.5.2 The contractor must comply and implement all the statutory provisions of the State & Central Acts relating to the employment of labour, i.e, various Acts relating to payment of Minimum Wages, ESI, PF, Bonus, etc., and all other statutory benefits, as amended from time to time. In the event of non-compliance, the contractor will be solely responsible for any penalty/fine imposed by the statutory bodies.
- 18.5.3 All the payments to the staff of the contractor have to be as per the prevailing minimum wages act stipulated from time to time and must cover benefits such as ESI, PF, etc. All the rules related to the labour laws and applicable acts should be strictly followed and in case of any dispute BHEL will not be a party.

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18.5.4 The contractor shall obtain adequate insurance policy in respect of his staff to be engaged for the work, towards meeting the liability of compensation arising out of death/injury/disablement at work etc. In the event of non-compliance, the contractor will be solely responsible and in case of any dispute BHEL will not be a party.

18.5.5 The Caterer shall bear taxes, rates, charges, levies or claims whatsoever as may be imposed by the State / Central Govt's or any local body or authority from time to time.

18.5.6 The firm/contractor shall pay the statutory payments such as PF, ESI, for the staff employed to provide the services to BHEL. Since it is merely a contract for supply of hot lunch, the contractor is not required to produce any documentary evidence to BHEL along with the monthly bill however BHEL reserves the right to ask for the same in case of any legal demand/compliance related to the supply of lunch contract.

18.5.7 The firm/contractor shall be solely and fully responsible for lapses, violation and non-compliance (if any) & all the statutory dues and BHEL shall in no way be a party to it.

19.0 RIGHTS OF BHEL:

19.1 BHEL reserves the following rights in respect of this contract without entitling the contractor for any compensation:

- To terminate the contract any time by giving one month's notice without assigning any reasons thereof.
- To recover any amount due from the contractor under this or any other contract with BHEL etc. or in any other from, the sum of money BHEL is forced to pay anybody due to contractor's failure to fulfill any of his obligations.

19.2 In the event of any dispute of any nature, the decision of BHEL shall be final and binding on the contractor.

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

20.1 The contractor shall comply with all the laws, statutory rules & regulations, minimum wages act etc. as applicable in respect of their manpower as may be prevalent or enacted by the State/Central Governments.

20.2 The contractor shall pay all taxes, fees, license charges, duties, royalty commissions or other charges which may be levied on account of operation and in executing the contract to the concerned authorities at his own cost. BHEL will not entertain any such claims.

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

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

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

20.6 For the Flag Hoisting ceremony i.e. on 15th August (Independence Day) and 26th January (Republic Day) and on holidays, if required, temporary arrangement of snacks

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should be the responsibilities of contractor. The payment for such service will be made on mutually agreed basis.

21.0 STRIKES & LOCKOUTS:

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

22. LAW GOVERNING THE CONTRACT AND COURT JURISDICTION:

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

23. DURATION OF CONTRACT:

23.1 The contract shall initially be awarded for **03 months**. After satisfactory completion of 03 months the same contract may be awarded to the bidder for a period of **02** (Two) years including 03 months trial period. BHEL with its own discretion may further extend the contract with same terms & conditions beyond two years.

24. TERMINATION OF CONTRACT:

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

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

25. MSE Vendors:

Micro & Small Enterprises (MSE) is exempted from Payment of Earnest Money deposit (EMD) as defined above.

To avail this benefit, participating MSEs should be registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or Udyog Aadhaar Memorandum or any other body specified by Ministry of Micro Small and Medium Enterprises.

MSE bidders can avail the above benefit only if they submit along with the offer, copies of either Udyog Aadhaar Memorandum or EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with copy of a CA certificate (format enclosed at Annexure- 3 where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). 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 said documents will lead to consideration of their bid at par with other bidders in terms of EMD. No benefit shall be applicable for this enquiry, if any deficiency in the above required documents is 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.

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26.0 BHEL reserves the right to visit the Kitchen of the Bidder / Tenderer before awarding the contract, 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 etc.

27. GENERAL:

1. The contractor shall not sublet either in whole or in part the scope of the contracted services to any other agency/person and the contracted services shall be performed through personnel employed by the contractor's agency only.
2. The contractor shall at all-time take precautions for the safety of his employees in performance of the contract and BHEL will not take any responsibility or liability in case of accident/death of contractor's employees. The compensation needs to be given as per labour laws.
3. During transit of hot lunch, it is the prime responsibility of the contractor to ensure quality & quantity of the hot lunch along with the timely delivery at BHEL premises/staff.
4. Housekeeping standards commensurate with FSSAI and ISO-OHSAS 14000 norms shall require to be observed in your kitchen as well as premises where food is required to be served.

28. TAXES, DUTIES, LEVIES (Rev 13 dated 05/11/2018)

- I. All taxes excluding GST, GST Cess & BOCW Cess **but including, Royalties, fees, license, deposits, commission, any State or Central Levy and other charges whatsoever, if any, shall be borne by you and shall not be payable extra.**
- II. Any increase of the taxes excluding GST, GST Cess & BOCW Cess, at any stage during execution including extension of the contract shall have to be borne by the contractor. Quoted/ accepted rates/ price shall be inclusive of all such requirements. Please note that since GST on output will be paid by BHEL separately as enumerated below, your quoted rates/ price should be after considering the Input Credit under GST law at your end.
- III. **GST :**
The successful bidder shall furnish proof of GST registration .GST along with Cess (as applicable) legally leviable & payable by the successful bidder as per GST Law, shall be paid by BHEL. Hence Bidder shall not include GST along with Cess (as applicable) in their quoted price.
- IV. GST charged in the Tax Invoice/Debit note by the contractor shall be released separately to the contractor only after contractor files the outward supply details in GSTR-1 on GSTN portal and input tax credit of such invoice is matched with corresponding details of outward supply of the contractor and has paid the GST at the time of filing the monthly return

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V. Bidder shall note that the GST Tax Invoice complying with GST Invoice Rules (Section 31 of GST Act & Rules referred there under) wherein the 'Bill To' details will as below:

BHEL GSTN – As per Annexure -1

NAME -- Bharat Heavy Electricals Limited

ADDRESS – Site address

VI. Bidder to immediately intimate on the day of removal of Goods (in case of any supply of goods) to BHEL along with all relevant details and a scanned copy of Tax Invoice to below email ids to enable BHEL to meet its GST related compliances :-
Email id ---- to be intimated later on.

In case of delay in submission of the abovementioned documents on the date of dispatch, BHEL may incur penalty /interest for not adhering to Invoicing Rules under GST Law. The same will be liable to be recovered from the successful bidder, if such delay is not attributable to BHEL.

VII. In case of raising any Supplementary Tax Invoice (Debit / Credit Note) Bidder shall issue the same containing all the details as referred to in Section 34 read with Rule 53.

VIII. Bidder shall note that in case GST credit is delayed/ denied to BHEL due to delayed / non receipt of goods and /or tax invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from the vendor along with interest levied / leviable on BHEL, as the case may be.

IX. Bidder shall upload the Invoices raised on BHEL in GSTR-1 within the prescribed time as given in the GST Act. Bidder shall note that in case of delay in declaring such invoice in your return and GST credit availed by BHEL is denied or reversed subsequently as per GST Law , GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from the bidder along with interest levied / leviable on BHEL.

X. Way Bill: Successful Bidder to arrange for way bill / e-waybill for any transfer of goods for the execution of the contract.
The Bidder has to make their own arrangement at their cost for completing the formalities, if required, with Issuing Authorities, for bringing materials, plants & machinery at site for execution of the works under this contract, Road Permit/ Way Bill, if required, shall be arranged by the contractor and BHEL will not supply any Road Permit/ Way Bill for this purpose.

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XI. **New taxes and duties**:-Any New taxes & duties, if imposed subsequent to due date of offer submission as per NIT & TCN, by statutory authority during contract period including extension, if the same is not attributable to you, shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, you shall obtain prior approval from BHEL before depositing new taxes and duties.
Benefits and/or abolition of all existing taxes must be passed on to BHEL against new Taxes, if any, proposed to be introduced at a later date.
In case any new tax/levy/duty etc. becomes applicable after the date of bidder's offer but before opening of the price bid, the bidder must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of the price bids. Claim for any such impact after opening the price bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.

XII. For transportation work, bidder shall declare in his quotation whether he is registered under GST, if yes, whether he intends to claim GST on forward charge basis. In absence of this declaration, BHEL will proceed further with the assumption that bidder intends not to claim GST on forward charge basis. However, in case of GST registered transporter, the amount to the extent of goods and service tax will be retained till BHEL avails the credit of GST. Further, transporter shall issue tax invoice which inter alia includes gross weight of the consignment, name of the consigner and the consignee, registration number of vehicle in which the goods are transported, details of goods transported, details of place of origin and destination, GSTIN of the person liable for paying tax whether as consigner, consignee or goods transport agency, and also containing other information as mentioned under rule 46.

XIII. **TDS under Income Tax shall be deducted at prevailing rates on gross invoice value from the running bills unless exemption certificate from the appropriate authority/ authorities is furnished.**

XIV. **TDS under GST shall be deducted at prevailing rates on applicable value from the running bills.**

XV. Refer Annexure – 2 for BOCW Act & Cess Act.

ANNEXURE-1

State wise GSTIN no.s of BHEL

Sl. No	Projects under state	GSTIN
1	Andhra Pradesh	37AAACB4146P7Z8
2	Bihar	10AAACB4146P1ZU
3	Chhattisgarh	22AAACB4146P1ZP
4	Gujarat	24AAACB4146P1ZL
5	Jharkhand	20AAACB4146P5ZP
6	Madhya Pradesh	23AAACB4146P1ZN

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7	Maharashtra	27AAACB4146P1ZF
8	Orissa	21AAACB4146P1ZR
9	Telangana	36AAACB4146P1ZG

**ANNEXURE-2
BOCW Act & Cess Act**

Bidder may please note that the sub-contractor/bidder of BHEL engaging building or construction worker in connection with building or other construction work, are required to follow the procedures enumerated below:

- I. It shall be the sole responsibility of the contractor as employer to ensure compliance of all the statutory obligations under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.
- II. It shall be sole responsibility of the contractor engaging Building Workers in connection with the building or other construction works in the capacity of employer to apply and obtain registration certificate specifying the scope of work under the relevant provisions of the Building and Other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 from the appropriate Authorities.
- III. It shall be responsibility of the contractor to furnish a copy of such Registration Certificate within a period of one month from the date of commencement of Work.
- IV. It is responsibility of the contractor to register under the Building and other Construction Workers' Welfare Cess Act, 1996 and deposit the required Cess for the purposes of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 at such rate as the Central Government may, by notification in the Official Gazette, from time to time specify. However, before registering and deposit of Cess under the Building and other Construction Workers' Welfare Cess Act, 1996, the contractor will seek written prior approval from the Construction Manager.
- V. It shall be sole responsibility of the contractor as employer to get registered every Building Worker, who is between the age of 18 to 60 years of age and who has been engaged in any building or other construction work for not less than ninety days during the preceding twelve months as Beneficiary under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996.
- VI. It shall be sole responsibility of the contractor as employer to maintain all the registers, records, notices and submit returns under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.
- VII. It shall be sole responsibility of the contractor as employer to provide notice of poisoning or occupation notifiable diseases, to report of accident and dangerous occurrences to the concerned authorities under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the rules made thereunder and to make payment of all statutory payments & compensation under the Employees' Compensation Act, 1923.
- VIII. It shall be the responsibility of the sub-contractor as employer to make payment/deposit of applicable cess amount on the extent of work involving building or construction workers

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engaged by the sub-contractor within a period of one month from the receipt of payment. It shall also be responsibility of the Contractor to furnish BHEL on monthly basis, Receipts/ Challans towards Deposit of the Cess under the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder along with following statistics :

- (i) Number of Building Workers employed during preceding one month.
- (ii) Number of Building workers registered as Beneficiary during preceding one month.
- (iii) Disbursement of Wages made to the Building Workers for preceding wage month.
- (iv) Remittance of Contribution of Beneficiaries made during the preceding month

IX. BHEL shall reimburse the contractor the Cess amount deposited for the purposes of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 under the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder. However, BHEL shall not reimburse the Fee paid towards the registration of establishment, fees paid towards registration of Beneficiaries and Contribution of Beneficiaries remitted.

X. It shall be responsibility of the Building Worker engaged by the Contractor and registered as a beneficiary under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 to contribute to the Fund at such rate per mensem as may be specified by the State government by notification in the Official Gazette. Where such beneficiary authorizes the contractor being his employer to deduct his contribution from his monthly wages and to remit the same, the contractor shall remit such contribution to the Building and other construction Workers' Welfare Board in such manner as may be directed by the Board , within the fifteen days from such deduction.

XI. Bidders may please note that though the quoted price is exclusive of BOCW (which will be reimbursed by BHEL as per sub-clause 9 above) , however, If at any point of time during the contract period, non-compliance of the provisions of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder is observed, BHEL reserves the right to deduct the applicable cess (1%) on the contract value and penalty (if any, imposed by Cess Authorities) from the payables on account of non-compliance.

XII. The contractor shall declare to undertake any liability or claim arising out of employment of building workers and shall indemnify BHEL from all consequences / liabilities / penalties in case of non-compliance of the provisions of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.

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Annexure A

Lunch (Vegetarian) Should Contain the Following Items:-

Sl.no	Item	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	Dal Fry (130 gms)	Tuar Dal	Mix Dal	Masoor Dal	Tuar Dal	Udad/Chana Dal	Tuar Dal
2	Rice (150gms)	Plain Rice	Veg Biryani	Muttor Pulaw	Jeera Rice	Veg Fried rice	Plain Rice
3	Chapatti (35-40 gms)	03 Nos Silver foiled Chapatti	03 Nos Silver foiled Chapatti	03 Nos Silver foiled Chapatti	03 Nos Silver foiled Chapatti	03 Nos Silver Foiled paratha/poori	03 Nos Silver Foiled Chapatti
4	Vegetable (150 gms)	Gobhi Masala Dry or Curry/ or equivalent.	Patta Gobhi Curry or equivalent.	Veg Kofta Curry or equivalent.	Bhindi Masala/DRY or equivalent.	Muttor Paneer /CURRY or equivalent paneer curry.	Aloo jeera/duma loo or equivalent dry veg.
5	Curd (100 gms)	Packed Cup	Packed Cup	Packed Cup	Packed Cup	Packed Cup	Packed Cup
6	Papad (std. size)	01 Nos	01 Nos	01 Nos	01 Nos	01 Nos	01 Nos
7	Green salad	Yes	Yes	Yes	Yes	Yes	Yes
8	Pickle Sachet) / Chutney	Pickle (Sachet)	Pickle (Sachet)	Pickle (Sachet)	Pickle (Sachet)	Pickle (Sachet)	Pickle (Sachet)
9	Sweets (Std Size)	01 Nos	01 Nos	01 Nos	01 Nos	01 Nos	01 Nos

Notes-

1. **Green Salad Should contains- 2 slices each of any 4 out of Onion, Tomato, Carrot, Radish, Cucumber & 01 half Lemon Piece).**
2. **In case green/tomato chutni is served instead of pickle, the quantity shall be 02 tea spoon of standard size.**
3. **The caterer is advised to strictly use raw materials and brands as specified /listed in the menu only (annexure-IV) of the tender specification. Non adherence to the specifications will attract penalties as listed in the penalty clauses elaborated under Sl. No 16 of the subject tender.**

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Annexure B
Brands of consumables permissible

Item	Brand
Salt	- Tata, Annapurna
Spices	- M.D.H. Masala, Badshah, Everest,
Oil	- (Sunflower) Sundrop, Godrej, Saffola, Fortune, Dhara (use of Hydrogenated (vanaspati) oil is prohibited)
Pickle	- Mother's or Pravin or Priya or Bedekar or nilon's
Atta	- Ashirvad, Pillsbury, Annapurna
Rice	- Basmati (Double Diamond/Lal Qilla/Dawat/Kohinoor etc.)
Papad	- Lijjat
Butter/Cheese	- Amul, Britannia, Mother Dairy, Everyday
Frozen Yogurt	- Mother Dairy/ Amul
Paneer	- Amul/Mother dairy
Soya	- Nutrela
Frozen Peas	- Safal (off season), Mother Dairy

*The caterer may use any other FPO (*Fruit Products Order*) approved brands only if permitted by BHEL authorized representative in writing.

**BHARAT HEAVY ELECTRICALS LIMITED
POWER SECTOR WESTERN REGION, NAGPUR
Technical Conditions of Contract**

**ANNEXURE-C
RATE LIST**

Sl.No	Item Description (For 01 no)	Reimbursement Rate		Quantity
		In INR	In Words	In Ml.
1.	Normal Tea	Rs. 7/-	Seven rupees only/-	100
2.	Lemon Tea	Rs. 7/-	Seven rupees only/-	100
3.	Coffee	Rs. 7/-	Seven rupees only/-	100
4.	Lemon Water	Rs. 7/-	Seven rupees only/-	250
5.	Normal Veg Lunch	As quoted in Price bid (Annexure III)		As specified in Annex-V
6.	Snacks/Mixtures/Biscuits/Other consumables/Lunch Packets from outside restaurants etc.	MRP (as applicable) + 10% Service charge.	--	

**BHARAT HEAVY ELECTRICALS LIMITED
POWER SECTOR WESTERN REGION, NAGPUR
Forms**

Sl. No.	Description	Details
1	Name of the Party	
2	Address of the party	
3	Contact Person's Name	
4	Cell No. of Contact Person	
5	Land Line No.	
6	FAX No.	
7	E-mail ID of the Party	
8	PAN No.	
10	GST Registration No.	

(Signature With name, Designation & seal of the firm)

BHARAT HEAVY ELECTRICALS LIMITED
POWER SECTOR WESTERN REGION, NAGPUR
Forms

BANK ACCOUNT DETAILS FOR E-PAYMENT

(To be given on Letter head of the Company /Firm of Bidder, and **ENDORSED (SIGNED & STAMPED) BY THE BANK** to enable BHEL release payments through Electronic Fund Transfer (EFT/RTGS)

1. Beneficiary Name :
2. Beneficiary Account No. :
3. Bank Name & Branch :
4. City/Place :
5. 9 digit M ICR Code of Bank Branch :
6. IFSC Code of Bank Branch :
7. Beneficiary E-mail ID :
(for payment confirmation)

NOTE: In case Bank endorsed certificate regarding above has already been submitted earlier, kindly submit photocopy of the same.

BHARAT HEAVY ELECTRICALS LIMITED
POWER SECTOR WESTERN REGION, NAGPUR

Forms

OFFER FORWARDING LETTER / TENDER SUBMISSION LETTER

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

Offer Reference No:.....

Date:.....

To,
AGM, Purchase
BHEL-PSWR
345, Kingsway
Shreemohini Complex
Nagpur
Dear Sir,

Sub : Submission of Offer against Tender Specification No:

I/We hereby offer to carry out the work detailed in the Tender Specification issued by Bharat Heavy Electricals Limited, Power Sector-....., in accordance with the terms and conditions thereof.

I/We have carefully perused the following listed documents connected with the above work and agree to abide by the same.

1. Amendments/Clarifications/Corrigenda/Errata/etc issued in respect of the Tender documents by BHEL
2. Notice Inviting Tender (NIT)
3. Price Bid
4. Technical Conditions of Contract
5. ~~Special Conditions of Contract~~
6. ~~General Conditions of Contract~~
7. ~~Forms and Procedures~~

Should our Offer be accepted by BHEL for Award, I/we further agree to furnish 'Security Deposit' for the work as provided for in the Tender Conditions within the stipulated time as may be indicated by BHEL.

I/We further agree to execute all the works referred to in the said Tender documents upon the terms and conditions contained or referred to therein and as detailed in the appendices annexed thereto.

I/We have deposited/depositing herewith the requisite Earnest Money Deposit (EMD) as per details furnished in the Check List.

Authorised Representative of Bidder

Signature:

Name :

Address :

Place:

BHARAT HEAVY ELECTRICALS LIMITED
POWER SECTOR WESTERN REGION, NAGPUR
Forms

NON DISCLOSURE CERTIFICATE

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

I/We understand that BHEL PSWR is committed to Information Security Management System as per their Information Security Policy.

Hence, I/We M/s..... who are submitting offer for providing services to BHEL PS __ against Tender Specification No: _____, hereby undertake to comply with the following in line with Information Security Policy of BHEL PS __, _____

➤ To maintain confidentiality of documents & information which shall be used during the execution of the Contract.

➤ The documents & information shall not be revealed to or shared with third party which shall not be in the business interest of BHEL PS__.

(Signature, date & seal of Authorized

Signatory of the bidder)

Date:

BHARAT HEAVY ELECTRICALS LIMITED
POWER SECTOR WESTERN REGION, NAGPUR
Forms

NO DEVIATION CERTIFICATE

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,
AGM, Purchase
BHEL-PSWR
345, Kingsway
Shreemohini Complex
Nagpur

Dear Sir,

Sub : **No Deviation Certificate**

Ref : 1) NIT/Tender Specification No:
2) All other pertinent issues till date

We hereby confirm that we have not changed/ modified/materially altered any of the tender documents as downloaded from the website/ issued by BHEL and in case of such observance at any stage, it shall be treated as null and void.

We also hereby confirm that we have neither set any Terms and Conditions and nor have we taken any deviation from the Tender conditions together with other references applicable for the above referred NIT/Tender Specification.

We further confirm our unqualified acceptance to all Terms and Conditions, unqualified compliance to Tender Conditions, Integrity Pact (if applicable) and ~~acceptance to Reverse Auctioning process~~.

We confirm to have submitted offer in accordance with tender instructions and as per aforesaid references.

Thanking you,

Yours faith

(Signature, date & seal of authorized representative of the bidder)

BHARAT HEAVY ELECTRICALS LIMITED
POWER SECTOR WESTERN REGION, NAGPUR
Forms

DECLARATION CONFIRMING KNOWLEDGE ABOUT SITE CONDITIONS

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

AGM, Purchase
BHEL-PSWR
345, Kingsway
Shreemohini Complex
Nagpur

Dear Sir,

Sub: **Declaration confirming knowledge about Site conditions**

Ref : 1) NIT/Tender Specification No:
2) All other pertinent issues till date

I/We, _____ hereby declare and confirm that we have visited the Project Site as referred in BHEL Tender Specifications and acquired full knowledge and information about the Site conditions including Wage structure, Industrial Climate, the Law & Order and other conditions prevalent at and around the Site. We further confirm that the above information is true and correct and we shall not raise any claim of any nature due to lack of knowledge of Site conditions.

I/We, hereby offer to carry out work as detailed in above mentioned Tender Specification, in accordance with Terms & Conditions thereof.

Yours faithfully,

(Signature, Date & Seal of Authorized
Representative of the
Bidder)

Date :

Place:

BHARAT HEAVY ELECTRICALS LIMITED
POWER SECTOR WESTERN REGION, NAGPUR
Forms

UNDERTAKING

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

AGM, Purchase
PHEL-PSWR
345, Kingsway
Shreemohini Complex
Nagpur

Dear Sir,

Sub: Declaration for not being under Bankruptcy Code Proceedings (IBC) by NCLT or under Liquidation / BIFR

Ref: NIT/Tender Specification No: -----

We, _____ declare that we are not under Bankruptcy Code Proceedings (IBC) by NCLT or under Liquidation / BIFR, which will render us ineligible for participation in this tender.

Yours Faithfully,

(Signature, Date & Seal of Authorized Representative of the Bidder)

Date:

**BHARAT HEAVY ELECTRICALS LIMITED
POWER SECTOR WESTERN REGION, NAGPUR
Forms**

DECLARATION FOR RELATION IN BHEL

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder failing which the offer of Bidder is liable to be summarily rejected)

To,

AGM, Purchase
PHEL-PSWR
345, Kingsway
Shreemohini Complex
Nagpur

Dear Sir,

Sub : **Declaration for relation in BHEL**

Ref : 1) NIT/Tender Specification No:

I/We hereby submit the following information pertaining to relation/relatives of Proprietor/Partner(s)/Director(s) employed in BHEL

Tick(√) any one as applicable:

1. The Proprietor, Partner(s), Director(s) of our Company/Firm DO NOT have any relation or relatives employed in BHEL

OR

2. The Proprietor, Partner(s), or Director(s) of our Company/Firm HAVE relation/relatives employed in BHEL and their particulars are as below:

(i)

(ii)

Signature of the Authorised Signatory

Note:

1. Attach separate sheet, if necessary.
2. If BHEL Management comes to know at a later date that the information furnished by the Bidder is false, BHEL reserves the right to take suitable action against the Bidder/Contractor.

BHARAT HEAVY ELECTRICALS LIMITED
POWER SECTOR WESTERN REGION, NAGPUR
Forms

DECLARATION BY AUTHORISED SIGNATORY OF BIDDER

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,
AGM, Purchase
PHEL-PSWR
345, Kingsway
Shreemohini Complex
Nagpur
Dear Sir,

Sub: **Declaration by Authorised Signatory**

Ref : 1) NIT/Tender Specification No:
2) All other pertinent issues till date

I/We, hereby certify that all the information and data furnished by me with regard to the above Tender Specification are true and complete to the best of my knowledge. I have gone through the specifications, conditions, stipulations and all other pertinent issues till date, and agree to comply with the requirements and Intent of the specification.

I further certify that I am authorised to represent on behalf of my Company/Firm for the above mentioned tender and a valid Power of Attorney to this effect is also enclosed.

Yours faithfully,

(Signature, Date & Seal of Authorized
Signatory of the Bidder)

Date:

Enclosed: Power of Attorney

BHARAT HEAVY ELECTRICALS LIMITED
POWER SECTOR WESTERN REGION, NAGPUR
Forms

POWER OF ATTORNEY for SUBMISSION OF TENDER
(To be typed on non judicial Stamp Papers of appropriate value as applicable and Notarised)

KNOW ALL MEN BY THESE PRESENTS, that 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/entering into Contract and inter alia, sign, execute all papers and to do necessary lawful acts on behalf of Company with M/s Bharat Heavy Electricals Ltd, Power Sector _____ Region, _____, in connection with
..... vide Tender Specification 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.

IN WITNESS WHEREOF the common seal of the company has been hereunto affixed in the manner hereinafter appearing on the document.

Dated at _____, this _____ day of _____

Director/CMD/Partner/Proprietor

Signature of Mr.....(Attorney)

Attested by: Director/CMD/Partner/Proprietor

Witness

Notary Public

BHARAT HEAVY ELECTRICALS LIMITED
POWER SECTOR WESTERN REGION, NAGPUR

Forms

FORMAT FOR SEEKING CLARIFICATION

JOB: PREPARATION AND SERVING OF LUNCH AT BHEL/PSWR HEADQUARTER, NAGPUR.

TENDER DOCUMENT NO: BHE/PW/PUR/HQ-CATERING/

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