

**Name of Work** : WORKS CONTRACT FOR PROVIDING LUNCH AND SNACKS FOR COURSE PARTICIPANTS  
IN SCHOOL OF WELDING AT WRI, BHEL-TRICHY FOR 2018-19.  
**Enquiry No** : 9471800038/ 19.04.2018

## **BHARAT HEAVY ELECTRICALS LIMITED**

TIRUCHIRAPPALLI-620 014  
WORKS CONTRACTS MANAGEMENT

### **NOTICE INVITING TENDER**

1.	Tender Ref No:	<b>9471800038/ 19.04.2018</b>																						
2.	Name of works	WORKS CONTRACT FOR PROVIDING LUNCH AND SNACKS FOR COURSE PARTICIPANTS IN SCHOOL OF WELDING AT WRI, BHEL-TRICHY FOR 2018-19.																						
3.	Location of work	BHEL, TRICHY-14																						
4.	Period of contract	One year from the date of award of work																						
5.	Earnest Money Deposit	₹ 23,960 (Twenty three thousand nine hundred and sixty Only) <b>(EMD is not waived off for MSME / NSIC / SSI Registered vendors. Offer without EMD will be summarily rejected)</b>																						
6.	Tender Document details	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">A] Part-I <u>Technical Bid</u></td> <td style="text-align: right;"><u>Pages</u></td> </tr> <tr> <td>ANNEX-1A (Technical Bid-Qualifying Criteria)</td> <td style="text-align: right;">03</td> </tr> <tr> <td>ANNEX -1B (Scope of Work &amp; Technical Terms and Conditions)</td> <td style="text-align: right;">05</td> </tr> <tr> <td>ANNEX -1C (General Terms &amp; Conditions of Contract)</td> <td style="text-align: right;">10</td> </tr> <tr> <td>ANNEX -1D (Special Terms &amp; Conditions of Contract)</td> <td style="text-align: right;">02</td> </tr> <tr> <td>ANNEX -A ( No deviation certificate)</td> <td style="text-align: right;">01</td> </tr> <tr> <td>ANNEX -B (Tender opening authorization letter)</td> <td style="text-align: right;">01</td> </tr> <tr> <td>ANNEX -C ( EFT Format )</td> <td style="text-align: right;">01</td> </tr> <tr> <td>ANNEX -D ( EMD payment Instruction E-COLLECT)</td> <td style="text-align: right;">01</td> </tr> <tr> <td> B] Part- II <u>Price Bid</u></td> <td style="text-align: right;"> <u>Pages</u></td> </tr> <tr> <td>ANNEX -2 (Price bid)</td> <td style="text-align: right;">01</td> </tr> </table>	A] Part-I <u>Technical Bid</u>	<u>Pages</u>	ANNEX-1A (Technical Bid-Qualifying Criteria)	03	ANNEX -1B (Scope of Work & Technical Terms and Conditions)	05	ANNEX -1C (General Terms & Conditions of Contract)	10	ANNEX -1D (Special Terms & Conditions of Contract)	02	ANNEX -A ( No deviation certificate)	01	ANNEX -B (Tender opening authorization letter)	01	ANNEX -C ( EFT Format )	01	ANNEX -D ( EMD payment Instruction E-COLLECT)	01	 B] Part- II <u>Price Bid</u>	 <u>Pages</u>	ANNEX -2 (Price bid)	01
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7.	Address for Sending Tender Document.	<b>Senior Manager Works Contracts Management (WCM) Building 53,First Floor, BHEL-High Pressure Boiler Plant, Trichy - 620 014</b>																						
8.	Last Date for submission of Tender Document	12.05.2018/ 10:00 Hrs.																						
9.	Date of Tender Opening	12.05.2018/ 10:30 Hrs. (offer will be opened as and when received with prior information)																						
10.	Date of Price Bid Opening	Will be intimated separately.																						

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### **INSTRUCTIONS TO THE TENDERER**

The Tender should be addressed to SM/WCM, Works Contracts Management, 53 Building, BHEL, Tiruchirappalli 620 014, to reach on or before by **10:00 Hrs. on 12.05.2018** or the same may be dropped in the Tender Box which is kept in the Works Contracts Management, 53 Building, BHEL, Tiruchirappalli 620 014. Tenders will be opened by **10:30 Hrs (IST) on 12.05.2018** at Works Contracts Management, 53 Building, BHEL, Tiruchirappalli 620 014.

The bidders may contact Dy. Manager / WCM (0431-2575242, 1573) Email: [satyaprakash@bhel.in](mailto:satyaprakash@bhel.in) (OR) SM / WCM (0431-2571913) [philip@bhel.in](mailto:philip@bhel.in) M/s Bharat Heavy Electricals Limited, Tiruchirappalli – 620014, for any clarification required in this regard.

BHEL shall not responsible for any delay in submission of tender by post.

Bidder has to submit (1) Part-I (Techno-Commercial bid) (2) Part-II (Price bid) & (3) EMD draft in separate covers.

**1. The first envelope** shall contain Bankers Cheque / DD / Pay order drawn in favor of BHEL, Trichy / EFT payment details vide SBI Collect as EMD / EMD related documents and super scribed as EMD Cover for NIT / Enquiry No. **Offer without separate EMD Cover will be summarily rejected. EMD related documents should be available in the first envelope. Also such documents even if kept in along with second envelope (Technical bid envelope) or third envelope (Price bid envelope) will not be considered.**

**(EMD is not waived off for MSME / NSIC / SSI Registered vendors. Offer without EMD will be summarily rejected)**

**Note:** 1. Offer without EMD will be rejected.

2. EMD may be submitted in the form of DD/Pay Order /Bankers Cheque drawn in favor of BHEL, Trichy (along with offer) or Electronic Fund Transfer credited in BHEL account (before Tender opening). EMD in any other form (Like FD / One Time EMD etc.) is not acceptable.

**2. The second envelope** shall contain Part-I (Technical bid documents) and shall be sealed and super scribed as Part-I (Technical Bid for NIT/Enquiry No.)

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

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

**Note:**

1. The contract will be awarded for a period of Twelve months from the date of ordering.
2. The quoted rates shall be valid up to **180 days** from date of Tender opening.
3. The rates shall remain firm for the entire period of the contract in case WO is awarded.
4. If the Contractor back outs after opening of tender, the contractor is liable for forfeiture of the EMD paid.
5. **Evaluation of the offer shall be done on “Net Cash outflow to BHEL after taking into account applicable Taxes and Duties”.**
6. **Evaluation shall be done on total package basis L1.**
7. BHEL reserves the right to increase or decrease the tendered quantity.
8. **BHEL does not guarantee any minimum quantity.**
9. Income Tax deduction at source as applicable in the IT Act from time to time will be made on the value of the bills in the absence of Income Tax Exemption Certificate from the concerned IT officer.

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10. All the Statutory Obligations such as ESI, PF, Labor Acts, Factories Act, GST Tax, etc. will have to be taken care of by the vendor. BHEL will have no liability on them. Notwithstanding the above, if any demand notice is served by the concerned Statutory Authorities for recovery of any of their dues on BHEL, the same would be paid to the statutory authorities without notice to the vendor and recovered as a due from any pending / future bills.
11. In case contract is not executed by vendor after award and acceptance of contract, BHEL may exercise the right to forfeit EMD, Security Deposit / BG of such contractors and also suitable action will be taken by BHEL on those Contractors as deemed fit.

**IMPORTANT POINTS TO BE TAKEN CARE OF WHILE SUBMITTING OFFER.**

- (a) Should a Tenderer find discrepancies or omissions in the Tender documents or should there any doubt as to their meaning, he should at once address the authority inviting the Tender, for clarification well before the due date, so as to submit his Tender in time. (No extension of time shall be given for submission of the Tender on any account)
- (b) Conditional and late Tenders, Tenders containing prima-facie absurd rates and amounts, Tenders which are incomplete or otherwise considered defective and Tenders not in accordance with the Tender conditions herein contained and the Tenders not in original **ARE LIABLE TO BE REJECTED**
- (c) New vendors responding against BHEL web site / NIC / CPPP, may visit the area of work, if they want, to get to know the scope / work details and also area of work, prior to quoting.
- (d) All entries in the Tender documents should be in one ink. Erasures and overwriting are not permitted. All cancellations and insertions should be duly attested by the Tenderers concerned.
- (e) Bidder has to quote as per the Work / Rate schedule. Price bid quoting in any other form will not be accepted and will be rejected.
- (f) Bidder has to quote in figures as well as in words for all the items shown in the attached schedule. Wherever there is a difference in the two, the rates quoted in words will be taken as final.
- (g) The Tender must be signed separately and legibly by Partner / Director of the Firm or by the person holding the Power of Attorney on behalf of the Firm concerned. In the latter case, a copy of Power of Attorney, duly self-attested must accompany the proprietor or partner.
- (h) If a Tenderer deliberately gives wrong information in his Tender or creates conditions favorable for the acceptance of his Tender, the BHEL will REJECT SUCH TENDER AT ANY STAGE.
- (i) Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
- (j) Canvassing in any form in connection with Tenders is strictly prohibited and the Tenders submitted by the Contractors who resort to canvassing will be liable for rejection.
- (k) Should a Tenderer's or a Contractor's or in the case of a firm or company of Contractors / any of its shareholder's or shareholder's relative is employed in BHEL, the authority inviting the Tenders shall be informed in writing of this fact at the time of submission of the Tender, failing which the Tender may be disqualified, or if such fact subsequently comes to light, the Contract may be cancelled.
- (l) The Tender schedule and the Tender shall be deemed to form an integral part of the Contract to be entered into for this work.
- (m) Submission of Tenders by electronic media like e-mail, Internet, fax etc. followed by hard copy, is acceptable and will be at the sole risk of the Tenderer. The Tenders thus submitted will be final and

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binding on the Tenderer. BHEL will not be responsible for any consequences that may arise in this regard.

(n) Late and Delayed Tenders will be summarily rejected and under no circumstances it will be considered and accepted.

**NOTE**

*BHEL may reject the bid or in case the contract has been awarded, then terminate the contract apart from taking any other suitable action under the contract or applicable legal provisions or BHEL guidelines including Guidelines for suspension of Business Dealings, without any liability for any compensation to the bidder if, BHEL discovers at any time that any statement made by the bidder in the affidavit cum undertaking is false, fraudulent*

*Or*

*Any document submitted by the bidder was fake and forged*

*Or*

*If BHEL determines in the sole discretion that any statement was aimed at deliberately misleading BHEL with a view to ensure award of the subject contract to the bidder.*

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**Check List for Enclosures**

SL No	Description	Remarks
1	Separate EMD Cover containing DD indicating Tender Ref Number and name of the work	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not enclosed
2	Separate Technical Bid Cover containing Duly signed and stamped tender documents and supporting Documents indicating Tender Ref Number and name of the work	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not enclosed
2.1	Duly signed and stamped Tender Document for Tender	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not enclosed
2.2	Experience of executing works related to Providing catering services / Hospitality services to guest house / Hostels / transit flats of PSU / Govt. establishment or professional managed private sector organization as per clause <b>2 &amp; 3 of qualifying criteria</b>	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not enclosed
2.3	Minimum average annual financial turnover ₹ 3.6 lakhs or more for any three consecutive years out of last five financial years	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not enclosed
2.4	Duly signed and stamped Copy of Income Tax Registration ( PAN )	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not enclosed
2.5	Duly signed and stamped Copy Goods and Service Tax ( GST ) Registration Document	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not enclosed
2.6	Duly signed and Sealed " Declaration" and "No deviation certificate" in letterhead as per enclosed Annexure-A & B	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not enclosed
3.	Separate Price Bid cover containing quoted price bid with signed and stamped for all schedules.	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not enclosed

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Annexure -1A

**Part-1 (Techno commercial Bid)**

<b>General Details</b>		
1.	Name of the Agency /Company /vendor.	
2.	Address:	
3.	Phone No.:	
4.	E-mail Address:	
5.	Name and Contact details of person for communication related to Tender	
6.	BHEL Vendor Code ( If any ) ( Kindly Submit the original RTGS Format enclosed as Annexure-C with cancelled cheque leaf for Vendor code )	

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<b>Qualifying Criteria</b>		
<b>1.</b>	<p>₹ 23,960 (Twenty three thousand nine hundred and sixty Only). Duly signed and sealed copy of registration to be attached.</p> <p>EMD may be submitted in following ways:</p> <p>i) Electronic fund transfer credited in BHEL account (Before Tender Opening). (Refer Annexure –C for making EMD payment through SBI-E collect)</p> <p>ii) Banker's cheque / pay order / demand draft, in favour of BHEL - Trichy, payable at Trichy issued by Nationalized bank or Consortium banks (Along with the Offer)</p> <p><b>(EMD is not waived off for MSME / NSIC / SSI Registered vendors. Offer without EMD will be summarily rejected)</b></p> <p><b>NOTE:</b> <b>Offer without EMD in separate cover containing DD/ Pay Order / RTGS payment details will be summarily rejected. EMD of successful bidder shall be converted to / adjusted against Security Deposit.</b></p>	<p><b>DD/ PAY ORDER DETAILS:</b></p> <p>AMOUNT: ₹</p> <p>DD NO:</p> <p>DD DATE:</p> <p>ISSUING BANK:</p> <p><b>OR</b></p> <p><b>RTGS PAYMENT DETAILS:</b></p> <p>AMOUNT: ₹</p> <p>RECEIPT NO:</p> <p>RECEIPT DATE:</p> <p>BANK DETAILS:</p>
<b>2</b>	<p>Minimum 3 year of experience of Providing catering services / Hospitality services to guest house / Hostels / transit flats of PSU / Govt. establishment or professional managed private sector organization during last seven years from the date of issue of this tender in any of the following way.</p>	
<b>3</b>	<p>Experience of execution of work as per scope of work as similar to work related to catering services / Hospitality services to guest house / Hostels / transit flats during last 7 years from the date of issue of tender in any of the following ways.</p> <p>a) Three Works/Service contracts each costing not less than the contract value of ₹ 4.8 Lakhs OR</p> <p>b) Two Works/Service contracts each costing not less than the contract value of ₹ 6 Lakhs OR</p> <p>c) One Works/Service contract costing not less than the contract value of ₹ 9.6 lakhs.</p> <p>Documentary evidence (WO /Agreement/ Completion certificate copy) for the same to be enclosed.</p> <p>Experience certificate from private organization to be supported by TDS (Tax Deducted at Source) certificate issued by the organization OR Form 26 AS or Bank statement for transaction of payment)</p>	

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<b>4</b>	<b>Financial Soundness</b>	
<b>4.1</b>	Bidder shall have minimum average annual financial turnover ₹ 3.6 lakhs or more for any three consecutive years out of last five financial years ending on 31 <sup>st</sup> march 2017 (2012-13, 2013-14,2014-15, 2015-16 & 2016-17) or assessment years (2013-14, 2014-15, 2015-16, 2016-17 & 2017-18) (Documentary evidence should be submitted as per the following clauses 3.2 & 3.3)	Average Annual Turnover of three consecutive years.  ₹ ..... Lakhs.
<b>4.2</b>	Profit and Loss account statement Balance Sheet for any three consecutive years out of last five financial years ending on 31 <sup>st</sup> march 2017 (2013-14,2014-15, 2015-16 & 2016-17) or assessment years (2014-15, 2015-16, 2016-17 & 2017-18) duly certified by chartered accountant with CA membership number. (Non-submission of document for any three consecutive years will lead to rejection of offer)	<b>Financial years</b>
		2012-13
		2013-14
		2014-15
		2015-16
2016-17	<b>Please Tick (√) in the appropriate box</b>	
		<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
		<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
		<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
		<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
		<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
<b>4.3</b>	Income Tax Return Acknowledgment for any three consecutive years out of last five financial years ending on 31 <sup>st</sup> march 2017 ( 2012-13, 2013-14,2014-15, 2015-16 & 2016-17) or assessment years (2014-15, 2015-16, 2016-17 & 2017-18) (Non-submission of document for any three consecutive years will lead to rejection of offer)	<b>Assessment years</b>
		2013-14
		2014-15
		2015-16
		2016-17
2017-18	<b>Please Tick (√) in the appropriate box</b>	
		<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
		<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
		<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
		<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
		<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed

<b>5</b>	<b>Income Tax Registration :</b> (Copy of PAN to be attached)	
<b>6</b>	<b>Goods &amp; Service Tax Registration</b> (Copy of GST Registration to be attached)	
<b>7</b>	<b>No deviation certificate.</b> (To be enclosed as per Annexure-A)	

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**Annexure -IB**

## **PART-I (TECHNO COMMERCIAL BID)**

### **BILL OF QUANTITY, SCOPE OF WORK AND TERMS & CONDITIONS**

#### **A. BILL OF QUANTITY & TECHNICAL DESCRIPTION OF MACHINES**

<b>SL No</b>	<b>Description of Work</b>	<b>UOM</b>	<b>QTY</b>
1	INAUGURAL HIGH TEA	No's	1000
2	MORNING COFFEE WITH SNACKS	No's	6000
3	BUFFET LUNCH WITH MINERAL WATER	No's	6000
4	EVENING TEA WITH BISCUITS	No's	6000

#### **01.Menu for one person for inaugural high tea**

a.	Cream Cake / Special Sweet	Min 100 gram (any one)
b.	Veg. Puff / Cutlet / Cashew nut	Min 50 gram (any one)
c.	Coffee / Tea	Min 150 ml.

#### **02. Menu for one person for morning coffee with snacks (between 10:30 hours and 11:00 hours daily)**

a.	Special Medu vada/Masala Vada/ Aloo Bonda/ Masala Bonda /Special Samosa/Veg Cutlet with compulsory matching dips like chutney/sauce etc	Min 100 gram (any one ) (Items has to be changed daily)
b.	Coffee	Min 150ml.

#### **03. Menu for one person for evening tea with biscuits (between 15:30 hours and 16:00 hours daily)**

a.	Biscuits Good day/Cream and Salt (Britannia/ good quality biscuits only)	Min 50 gram (Individual packs shall be provided)
b.	Tea	Min 150ml

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**04. Menu for one person for buffet lunch with mineral water (between 12:45 Hrs and 13:30 Hrs) daily with adequate quantity**

1.	<b>SOUP</b> - Tomato / Sweet Corn / Cream of Veg. / Veg. hot and sour / Mushroom / Baby Corn /veg Noodles	one variety daily (Min 150 ml)
2.	<b>SALAD</b> - Green Salad ( Cucumber, Carrot , Tomato , Spring Onion, Lemon )	All days (Min 150 gm)
3.	<b>INDIAN BREAD</b> - Butter Naan / Roti / Chapatti / Phulka / South Indian wheat Paratha /Paratha (Aloo, Methi, Onion)/Wheat Poori	One variety daily
4.	<b>RICE 1</b> - Veg Pulao /Green Peas Pulao/Veg Fried Rice / schezwan Fried Rice/Noodles/Veg Dum Biryani	<b>Two varieties daily</b> (Items has to be changed daily)
5.	<b>RICE 2</b> - Rice with Rasam and Curd	All days ( Min 150 ml of thick Cup Curd)
6.	<b>VEG CURRY</b> - Yellow Dhal / Veg Curry / Veg Chettinad / Veg Khorma / Dhal Makhani / Chenna Masala / Green Peas Masala / Kofta curry	One variety daily (Items has to be changed daily)
7.	<b>VEG DRY</b> - Aloo mutter/ Mutter Panner/ Panner tikka/ Gobi Manchurian/ Veg Manchurian / Mushroom	One variety daily (Items has to be changed daily)
7.	<b>RAITHA</b> - Onion / Mixed veg	One variety daily
8.	Papad , Pickle & Mour Milakai	All days
9.	Fruit Salad (minimum of 3 fruits)	One variety daily (Min 150 gm)
10.	<b>DESSERT</b> - Ice cream(Amul/Arun/Baskin Robins/Kwality walls)(Daily) with Hot Gulab jamoon / Carrot Halwa / Pumpkin halva / Beetroot halva / Jangri / Mysore Pag	Ice cream min 50 ml, Sweet min 50 gm One variety daily
11.	<b>Mineral Water</b> (Dispenser to be supplied by vendor)	2 refills of 20 litres daily up to a strength of 30. One refill extra for every 10 additional nos.

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## **B. SCOPE OF WORK**

01. The Venue of the service is at WRI, BHEL, Tiruchirappalli.
02. The Kitchen shall be present within 10 Km radius from the venue and it shall be inspected at any time.
03. The Rates quoted shall be operational from the date of awarding the contract for One year and the period of contract will be for One year from the date of commencement. Further extension of Contract period shall be mutually agreed. However, the contract may be terminated due to violations or Non-performance of the Contract conditions by giving one month's Notice only by BHEL.
04. The minimum billable amount is 20 participants per day for all courses.
05. Provision shall be made with SS Bain Marie (Food Warmer) at the dining hall to supply the food in hot condition.
06. Soups/Fruit salads shall be supplied only in ceramic/stainless steel utensils.
07. High quality basmati rice and cholesterol free oil shall be used for preparation.
08. Adequate quantity of food shall be brought and no shortage should be felt at any time.
09. Items in Menu 04 shall not be repeated twice in a week.
10. Minimum two Professionally trained service personnel for a participant strength of 30 numbers shall be deployed. All the personnel shall be in Neat Uniform, White Cap with hand gloves are to be engaged while handling & serving food. Addition of one personnel for every addition of ten members shall be ensured for handling and serving food. (BHEL reserves the right to verify the certificate of service personnel regarding professional training)
11. The caterer shall use new ceramic/stainless steel Crockery and Cutlery, sufficient quantity of high quality glass tumblers & tissue papers for service and maintain the same throughout the year.
12. The caterer shall maintain Electric & Gas stove in the pantry for preparing Tea / Coffee.
13. The service area and pantry shall be neatly cleaned by the caterer after each service and the wastes collected to be disposed at the appropriate place. The person deployed for cleaning/waste disposal shall not be engaged in handling & serving of food.
14. Fresh clean Table Cloth (WHITE) with proper presentation shall be provided during service at the Dining Hall and to be changed in alternate days.
15. Adequate infrastructure (Electrical, water, Service tables & Chairs) facilities are available at dining and pantry rooms of WRI.
16. In case of shortage / failure to supply any items mentioned in the menu, an amount equal to such shortage/failure shall be deducted as per the rate prevailing in the open market from the corresponding bill with penalty.
17. Any storage of items for next day shall not be allowed and the remaining foods items shall not be taken back.
18. Bills for every month shall be prepared by the contractor on the basis of the quantity supplied based on no. of participants for each day. All consumers should have been served with all items as per the menu daily for effecting payment as per the numbers claimed. Consolidated statement and Bills shall be prepared by the contractor on the last date of every month and submitted by 1st of every succeeding month to Sr. Engineer / Programme Officer and arrangements will be done by Finance Dept. for the payments by Electronic Fund Transfer (EFT) basis within 45 days from the date of receipt of bills.

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## **TERMS AND CONDITIONS**

### **1. CONTRACT PERIOD AND PLACE OF WORK:**

- The work shall be carried out for a period of Twelve months from the date of award of work.
- The work shall be carried out at BHEL- Trichy.

### **2. PAYMENT TERMS AND CONDITIONS:**

- The payment to the agency will be made on pro rata basis after successful completion of maintenance and calibration visit and submission of invoice with certification of service engineer in-charge of BHEL along with PF/ESI details of the employee handled the machine. TDS, Goods and Services Tax, and any other tax as applicable as per prevailing rates will be deducted before making the payment. If Goods and services tax has been paid by the agency, proof of same is required with the invoice to avoid deduction from our end.
- No escalation of prices shall be permitted on any ground. Applicable taxes to be shown separately.

### **3 TERMINATION OF THE CONTRACT:**

1. If the services provided by the agency are not to the full satisfaction of BHEL, the maintenance contract may be terminated by BHEL and the charges shall be payable only up to the period, till which the agency has rendered satisfactory services. The decision of BHEL in this regard shall be final and binding on the agency.
2. In case of non-compliance with the contract, BHEL shall reserve the right to cancel/rescind/ revoke the contract and impose suitable penalty in proportion to damages.

### **4 LIQUIDATED DAMAGE / PENALTY:**

#### **PENALTY:**

Penalty @2 % of the particular course bill per complaint shall be deducted for the followings default in services:

1. For any reduction in manpower below the minimum specified in a day for each person below the minimum.
2. For deficiency in quality and quantity per occasion in a day.
3. Periodical review of Complaints Book shall be done and if contractor or his staff is found responsible for deficiency in services/behavior, suitable action shall be taken by the company and partial/full security deposit shall be forfeited.
4. Should BHEL find that the service provided by the Contractor is deficient and does not meet the requisite standards, BHEL reserves the right to deduct penalty as deemed fit for deficiency in service. However, BHEL shall give the Contractor reasonable opportunity for rectification after pointing out the deficiency, before resorting to reduction.
5. Hygiene of dining hall, kitchen etc., not up to the desired standards.
6. Complaints from guests of poor service or quality of catering based on feedback form/ Complaint register.
7. Not wearing full uniform including wearing caps and disposable gloves with serving food.
8. Not changing Clean table cloth regularly as specified.
9. Any other action which in the opinion of BHEL / guests constitutes bad / deficient service.

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10. If any of the contractor's personnel is found to be in disciplined or discourteous. The decision of BHEL in this regard shall be final and binding on the Contractor.
11. Non-availability of complaint register or discouraging guests from registering complaints per instance on the contractor.
12. Any complaints of insects and/or foreign objects (stone, hair, rope, cloth, plastic, etc) cooked along with food found in any food item per instance.
13. Three or more complaints of unclean utensils in a course.
14. If BHEL finds that a certain meal was not cooked properly.
15. If the quality of milk in coffee/ Tea is not found up to appropriate level, or it is diluted.
16. Hard and/or sharp objects like glass pieces, nails, hard plastic etc. in food items per incident.
17. Food poisoning, shall invoke a hefty fine beyond the limit of any fine mentioned above to be decided at the sole discretion of BHEL, along with cancellation of contract and possible black-listing of the caterer.
18. Inappropriate personal hygiene of contractor's employees or deployment of a sick person on duty for every instance.
19. Using brands not permitted in the contract without prior permission or adulteration of food for every instance.
20. 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.
21. BHEL shall inform the Contractor in writing regarding the specific deficiency for which deduction is made.
22. In case of any damages or loss caused to BHEL's premises or property due to any default or failure on the part of the contractor for providing services of the requisite standard or negligence of the contractor or his employees, the same shall be recoverable from the dues to the contractor in addition to the civil or criminal liabilities.

**LD / Penalty shall be limited to maximum of 10 % of the total order value. In case of any amendment/ revision, LD shall be linked to the amended / revised PO value.**

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## **PART-I (TECHNO COMMERCIAL BID)**

**ANNEXURE-IC**

### **GENERAL TERMS & CONDITIONS OF CONTRACT**

#### **1. Definition:**

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

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

#### **2. Heading to the Contract Conditions:**

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

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

#### **4. Work to be Carried Out:**

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

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

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**5. Assignment of Transfer / Sub-Contract of Contract:**

- The Contractor shall not, assign or transfer the contract or any part thereof, or any share, or interest thereon to any other persons.
- The Contractor shall not sublet any portion of the contract without the prior written approval of the BHEL.

**1. Late & delayed Tenders:**

- Bids must be received by BHEL the specified address not later than the date and time stipulated in the NIT. BHEL may, at its discretion, extend the deadline for submission of bids in which case all rights and obligations of BHEL and the Bidder will remain the same.
- Any bid received by BHEL after the deadline for submission of bids, as stipulated above, will not be considered

**7. Compliance to Regulations and Bye-Laws:**

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

**8. Earnest Money Deposit (EMD) & Security Deposit (SD):**

**Earnest Money Deposit (EMD):**

Tender must be accompanied by Earnest Money for the amount mentioned in tender notice, pledged to BHEL, Trichy in any of the forms mentioned below.

**Modes of Deposit:**

The EMD shall be accepted only in the following forms:

- a) Cash deposit as permissible under the extant Income Tax Act (before tender opening)
- b) Electronic Fund Transfer credited in BHEL account (before tender opening)
- c) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer)

**Forfeiture of EMD:**

EMD by the tenderer will be forfeited as per tender documents if

- i) After opening the Tender, the Tenderer revokes his Tender within the validity period or increase his earlier quoted rates.
- ii) If only, a part of the work included in the tender has been awarded to the tenderer and the tenderer refuses to take up the work the amount of Earnest Money to be forfeited will be based on the value of the contract so awarded.
- iii) The Tenderer does not commence the work within the period as per LOI / Contract. In case the LOI / Contract is silent in this regard then within 15 days after award of Contract.

**General Terms related to EMD:**

Earnest Money Deposit (EMD) will not carry any interest.

Earnest Money Deposit (EMD) of the successful tenderer will be retained as part of Security deposit.

The Earnest Money Deposit (EMD) will be refunded to the unsuccessful tenderers within 15 days of acceptance of the award of work by successful tenderer / expiry of offer validity period.

**Security Deposit (SD):**

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

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

**Modes of Deposit:**

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

- i) Cash (as permissible under the extant Income Tax Act)
- ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
- iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
- iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
- v) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)

**General Terms related to SD:**

The security Deposit will not carry any interest.

Security Deposit shall be released to the contractor upon fulfilment of Contractual obligations as per terms of contract.

BHEL, shall not be responsible for any loss of securities due to liquidation or any other reason whatsoever or any depreciation in the value of the Securities while in their charge or for any loss of interest thereon.

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

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

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

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

**Security Deposit has to be deposited within 15 days of LOI/WO. Else EMD will be forfeited and may also attract the provision of "Suspension of Business dealings with Suppliers/Contractors".**

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

1. Supplier shall mention their GSTN registration number in all their invoices and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc.,

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then the Invoice No which is linked/uploaded in GSTN network shall be clearly indicated), item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, etc.

2. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
3. A declaration to the effect that all invoice particulars are/were uploaded in the GSTN network/ portal & all tax liability as per GST rules and regulations have been and will be discharged, shall be mentioned in the invoice. If not mentioned in the invoice, a separate declaration shall be submitted as per the requirement of BHEL.
4. In case of discrepancy in the data uploaded by supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal) for the shortages or rejections in the suppliers, within the calendar month notified by BHEL.

For any such delay in availing of tax credit for reasons attributable to supplier (as mentioned above), interest (calculated @ SBI Base Rate + 6%) along with penalty if any will be deducted for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills.

#### **10.Orders under the Contract:**

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

#### **11. Contractor's Supervision:**

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

#### **12 Payment to employees engaged by the contractor:**

1. The Contractor shall remain liable for the payment of all wages and other payments in connection with the employees engaged by him and with regard to the work.
2. The Contractor shall comply with the applicable provisions of Payment of Wages Act-1936, Minimum Wages Act-1948, Employees' Liability Act-1938, Employees' Compensation Act-1923, Payment of Bonus, EPF and Miscellaneous Provisions Act-1952, Employees' State Insurance Act-1948 and other relevant Acts and rules framed, thereunder from time to time.
3. Contractor shall be responsible for making payment of wages within 7 days from the last day of wage period and shall obtain the signature at the end of entries in the wage register from area in-charge of contract operating department.

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4. Contractor shall have/ obtain license under the Contract Labour (Regulation and Abolition) Act-1970.

5. As per the circular issued by HR-Welfare/ BHEL dt 08.04.2014, the following additional wages per month has to be paid by the Contractor to his employees over and above the minimum wages declared by the Government of Tamil Nadu as:

- a) Unskilled : ₹ 3200/
- b) Semi-skilled : ₹ 3700/-
- c) Skilled : ₹ 4100/-

**The above additional wages & minimum wages will also attract PF, ESI, Bonus etc.**

**6. Contractor should ensure that at least the prevailing minimum wages, as per the rules of Government of Tamil Nadu, which are applicable to General Engineering and Fabrication Industry and BHEL's additional wages, inclusive of bonus after remitting PF & ESI contributions, are paid to his employees ONLY in their respective bank accounts by means of NEFT/ RTGS/ IMPS.**

**While submitting the bills, the contractor should submit a proof of payment made to employees through bank, along with PF and ESI contribution challans to Welfare Section every month for effecting payment by BHEL. Otherwise payment to the bills will not be processed.**

**In addition, the contractor has to submit wage register as a proof for payment of Minimum wages and additional wages as per prevailing acts, for getting payment from BHEL**

**The above Illustration is subject to change as and when the minimum wages are revised by the competent authority.**

6. The contractor should remit the salary/wages of their workmen only through Bank, directly to the salary/savings account of the employee concerned, monthly clearance will be given in respect of those contractors, only if the salary/wages to the workmen concerned has been remitted in the bank account of the workmen. The relevant Bank statement/proof for Bank payment should be produced along with PF and ESI challans every month,

7. What-so- ever the payments for the persons engaged in the contract should be paid only through bank.

### **13. Precautions against Risk:**

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

### **14. Damage & Loss to Private Property & Injury to workmen:**

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

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**15. Force Majeure Clause:**

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

**16. ARBITRATION & CONCILIATION.**

Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Tiruchirappalli.

The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be Tiruchirappalli (the place from which the contract is issued)

The cost of arbitration shall be borne as per the award of the Arbitrator. Subject to the arbitration in terms of Clause above, the Courts at **Tiruchirappalli** (PI incorporate the name of the place where the Principal Civil Court having ordinary original civil jurisdiction to decide questions forming subject matter of the arbitration is located) shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.

Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the contract has been terminated by either party in terms of this contract.

**In case of contract with Public Sector Enterprises (PSE) or a Government Department, the following shall be applicable**

In case of any dispute or difference to the interpretation and application of the provision of the contract. such dispute or difference shall be refereed by either party for arbitration to the sole arbitrator in the department of public enterprises to be nominated by the secretary to the government of India in-charge of the department of public enterprises. The arbitration and conciliation act 1996 shall not be applicable to arbitration under this clause. The award of arbitration shall be binding upon the parties to the dispute, provided, however, any party

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aggrieved by such award may make further reference for setting aside or revision of the award of law secretary, department of legal affairs, ministry of law and justices, government of India. Upon such reference the dispute shall be decided by the law secretary or the special secretary or additional secretary when so authorized by the law secretary, whose decision shall bind the parties hereto finally and Conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the arbitrator.

#### **17. JURISDICTION:**

In case of any suit or other legal proceedings arising under or relating to this Contract, the courts at Trichy, Tamil Nadu only shall have the Jurisdiction and is only after exhausting the, Arbitration, Clause 16.

#### **18 SECRACY OF CONFIDENTIAL INFORMATION:**

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

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

#### **19. Signing of Contract:**

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

#### **20 FRAUD PREVENTION POLICY**

The Bidder along with its associate / collaborators / sub - vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about fraud or suspected fraud as soon as it comes to their notice". Fraud Prevention policy and List of Nodal Officers shall be hosted on BHEL website, vendor portals of Units / Regions intranet.

#### **21. SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS / CONTRACTORS:**

Penal action can be initiated on the suppliers / Contractors in line with extant 'Guidelines for Suspension of Business Dealings with Suppliers/ Contractors. The abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' has been uploaded on <http://www.bhel.com> on "supplier registration page".

#### **22. RISK PURCHASE:**

a) In the event of any successful Tenderer's failure to fulfil any of the tender / Contract obligations as per Contract / Agreement, BHEL may entrust the job to alternate vendor and get it completed to meet the BHEL requirement and additional expenditure, if any, including consequential cost viz., demurrage etc., will be fully recovered from the Contractor who failed to complete the job in line with the Contract.

b) The decision of BHEL with regard to the actual losses / consequential expenditure incurred by BHEL shall be final and binding on the Contractor.

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**In case vendor fails to fulfil any of the tender / Contract obligations as per Contract / Agreement, contract shall be cancelled and SD shall be forfeited**

### **23. SUBMISSION AND PROCESSING OF BILLS:**

#### **A. Payment to the Contractor:**

Contractor shall raise the bill on completion of every quarterly and submit the same along with all supporting documents and vouchers for verification and certification by the designated BHEL official in charge on or before 7th of every month for the completed month.

Payment shall be effected as per the existing Rules within 30 days of submission of the complete bill with all supporting documents.

BHEL will make payment only through the Electronic Fund Transfer (EFT) method.

#### **B. Processing of Bills:**

The Contractor at the end of each month shall submit a bill in triplicate detailing the various items of work done during the month supported by the requisitions issued from time to time. The Contractor shall, once in every month, submit to the respective area **HOD** separately details of their claims for the work done by them up to and including the previous month which are not covered by their contract agreement in any of the following respects:

- a) Deviation from the items provided in the contract documents.
- b) Extra items / new items of work.
- c) Items in respect of which rates have not been settled. He should in addition furnish a clear certificate to the effect that the claims submitted by him as aforesaid cover all his claims and that no further claims shall be raised by him in respect of the work done up to and including the period under report. Payment will be at the sole discretion of BHEL.

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

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

### **25. Recovery from Contractor:**

Whenever under the contract, any sum of money, shall be recoverable from or payable by the Contractor, the same may be deducted from or any sum then due or which at any time thereafter may become due to Contractor under the contract or under any other contract with BHEL or from his Security Deposit unless the contractor pays the claim on demand.

### **26. Post- Technical Audit of Work and Bills:**

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

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**27. Refund of Security Deposit:**

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

**28. Laws Governing the Contract:**

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

**29. Termination of Contract on Death of Contractor:**

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

**30. Special Power to Termination:**

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

**31. Cancellation of Contract for Corrupt Acts:**

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

If the Contractor shall:

- a) Offer or give or agree to give to any person in BHEL service any gift or consideration of any kind, as an inducement or reward for doing or for bearing to do or for having done or for having borne to do any act, in relation to the obtaining or execution of this or any other contract for BHEL service,  
OR
- b) enter into a contract or understanding with any person in BHEL in connection with which commission has been paid or agreed to be paid by him or with his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to BHEL,  
OR
- c) To obtain' a contract with BHEL as a result of ring tendering or by non-bonafide methods of competitive tendering, without first disclosing the fact in writing to BHEL.

**32. Cancellation of Contract for Insolvency Assignment of Transfer or Subletting Of Contract:**

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

If the Contractor,

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

OR

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

OR

c) Assigns, Transfers, Sublets or attempts to assign, transfer or sublet any portion of the work without the prior written approval of the BHEL.

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

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

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

### **33. Cancellation of Contract In Part or Full for Contractor's Default:**

If the contractor:

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

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

BHEL, May without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the contract as whole or in part thereof or only such work order or items of work in default from the contract. Whenever BHEL exercises the authority to cancel the contract as a whole or part under this condition, BHEL may complete the work at the contractor's risk and cost (as certified by the respective area **HOD** which is final and conclusive) being less than the contract cost, the advantage shall accrue to BHEL. If the cost exceeds the money due to the Contractor under this contract, the Contractor shall either pay the excess amount ordered by the respective area **HOD** or the same shall be recovered from the Contractor by other means. In case BHEL carries out the work or any part thereof under the provisions of the conditions the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or labour provided by BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the respective area **HOD** whose decision shall be final and conclusive.

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## **PART-I (TECHNO COMMERCIAL BID)**

**ANNEXURE-ID**

### **SPECIAL TERMS & CONDITIONS OF CONTRACT**

#### **1. PARTICIPATION.**

**The Parties who have been suspended or black listed or issued with “Show Cause Notice” by BHEL Trichy-14 or any other BHEL Unit will not be allowed to participate in the Tender** and the bidder should declare the same in the Tender. Even during the course of evaluation / finalization of Tender if it is found that some of the parties are black listed / barred from business transactions / under business hold, BHEL will not consider them for further participation in the Tender.

#### **2. EVALUATION CRITERIA:**

- a. Technical Bids of tenderers will be evaluated based on the Pre-Qualification/Technical Eligibility Criteria on the basis of supporting documents and track record of the bidder.
- b. Price Bids of only those tenderers who are found to meet the Pre-Qualification/Technical Eligibility Criteria will be opened. Price Bids will be opened with prior information to the eligible bidders to facilitate the presence of the bidders or their authorized representatives to witness the Price Bid opening.
- c. No additional time will be given for submission of supporting documents and **Part-I: Technical Bid** will be evaluated only on the basis of enclosed documents.

#### **3. CRITERIA FOR AWARD OF WORK:**

The evaluation of Offer for award of work shall be on the basis of “Total Cost to BHEL”. **Package Wise L1 based to a Single source on “Net Cash outflow to BHEL after taking into account applicable Taxes and Duties**

The quantity mentioned in BOQ / Price bid is tentative. BHEL reserves the right to increase or decrease the quantity during award of work or issue work order in phase manner as per requirement of BHEL.

#### **4. METHOD OF EVALUATION OF PRICES**

##### **Priority / Ranking**

1. The sum of basic rates i.e. (Package) for works including all charges, incidentals etc., exclusive of Goods & Service tax will be the basis for deciding Tender priority (Deciding the L1 Bidder).

#### **5. RATE FINALIZATION**

1. Lowest prices received against BHEL Tenders need not be the acceptable to BHEL and in that case BHEL would not be considered the same for award of Contract. BHEL would negotiate or re-float the Tender opened if L1 price is not the lowest acceptable price to them inter-alia other reasons.
2. BHEL will finalize the rates through price bid opening. Hence Tenderers are requested to give their best prices at the first instant itself.
3. In the event of the final L1 prices are not reasonable / acceptable to BHEL, BHEL also may resort to short closure of this open Tender.

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**6. DISCREPANCY IN WORDS & FIGURES- QUOTED IN PRICE BID:**

- I. If, in the price structure quoted for the required goods / services / works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- II. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- III. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (I) and (II) above.
- IV. If there is such discrepancy in an offer, the same will be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
- V. Bid should be free from correction, overwriting, using corrective fluid, etc. any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature (s) of person(s) signing the bid shall be liable for rejection.

all overwriting/ cutting, etc will be numbered by bid opening officials and announced during bid opening.

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**PART-I (No deviation certificate)**

**ANNEXURE-A**

**Note: The following Declaration to be typed on the contractor's Letter Head, duly signed & stamped and to be attached along with your Technical bid of the tender.**

-----  
**Name of Work** : **WORKS CONTRACT FOR PROVIDING LUNCH AND SNACKS FOR COURSE  
PARTICIPANTS IN SCHOOL OF WELDING AT WRI, BHEL-TRICHY FOR 2018-19**

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

1. Annex-1A (Technical Bid-Qualifying Criteria)
2. Annex-1B (Scope of Work & Technical Terms and Conditions)
3. Annex-1C (General Terms & Conditions of Contract)

We have read and clearly understood all the Terms and conditions in Tender Schedule of Enquiry No:  
**9471800038/ 19.04.2018** and accordingly we accept the same without any Deviation what so ever.

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

Your Faithfully

Authorized signature  
with seal and address

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**ANNEXURE-B**

**PROFORMA (SAMPLE)**

**(ON BIDDER'S LETTER HEAD)**

---

REF:.....

DT:.....

**AUTHORIZATION LETTER FOR PARTICIPATING TENDER OPENING**

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

authorizing ..... (name of the representative) to participate in

the Tender opening of BHEL Trichy “ **WORKS CONTRACT FOR PROVIDING LUNCH AND SNACKS FOR  
COURSE PARTICIPANTS IN SCHOOL OF WELDING AT WRI, BHEL-TRICHY FOR 2018-19**

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

(Signature of the representative)

Authorized signature  
with seal and address

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**ANNEXURE-C**

TO THE PURCHASE/CONTRACT EXECUTING AGENCY/BHEL **ACCEPTANCE FOR ELECTRONIC FUND  
TRANSFER / RTGS TRANSFER**

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

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

AUTHORISED SIGNATORY WITH NAME SEAL

**Banker's Certification**

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

PLACE: (Manager / Officer's)

DATE : Signature Under Bank stamp and Name Seal

With Membership No.

(Telephone / Mobile No. \_\_\_\_\_)

Forwarded to Accounts Dept. We confirm the above details are verified with the records available with us.

Signature of the BHEL Executive with Name Seal (Operating the Contract/Services)

Contractor Signature

Contractor Seal

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## ANNEXURE-D

### EMD PAYMENT WIDE E-COLLECT

This explains how to make Payments to BHEL- Tiruchirapali and through SBI-Ecollect. Vendors (EMD and SD Payments payable by others) can utilise this facility. Payments can be made using Internet Banking, Debit Cards/Credit Cards etc. SBI Charges a minimum amount (Service Charge) for every transaction. This may vary according to the MODE selected.

#### **STEP BY STEP PROCEDURE:**

Login to <https://www.onlinesbi.com>

1. Select State Bank Collect available on the top ( pre login page )
2. Accept the terms and conditions and click "PROCEED"
3. Select State "TAMILNADU "and Institution type "INDUSTRY ".
4. Select "BHEL TRICHY under "INDUSTRY".
5. In the next page, Select APPROPRIATE category, fill details correctly & click "SUBMIT".
6. If all details entered are correctly populated, click "CONFIRM "to proceed.
7. Make payment as per your convenience. (Options available are payment of fees through SBI Net Banking, State Bank ATM cum Debit Cards / Other Bank Debit / Credit Cards and through SBI Branches).
8. SAVE & Keep the copy of receipt for future reference.

#### **HOW TO TAKE RECEIPT FOR A PAYMENT MADE, EVEN ON A LATER DATE:**

(PLEASE CHECK THE STATUS BEFORE MAKING PAYMENT SECOND TIME)

1. Login to [www.onlinesbi.com](http://www.onlinesbi.com)
2. Select State Bank Collect available on the top ( pre login page )
3. Accept the terms and conditions and click "PROCEED"
4. Select "PAYMENT HISTORY "option available on the left side of screen.
5. Using two options as mentioned below , you can get the receipt :
  - a. Type the same Date of Birth, Mobile Number which you have entered at the time of making payment through SB collect. Select the date range and submit.
  - b. If you know the payment reference number, then enter the Reference number (DU...) along with anyone information (Date of Birth / Mobile number, which you have entered at the time of making payment). Select the date range and submit.
6. In the next page, take print out of receipt.

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**Annexure -II**

**PART-II (PRICE BID)**  
**Instructions related to Price Bid**

1. Rates should be quoted in figures and words and are to be identical, if not the prices in the words will be considered as correct and the same shall be valid and binding.
2. The rate quoted shall remain firm and valid for Entire contract period and no extra payment will be reimbursed to the contractor by BHEL
3. **No other pre conditions along with your offer will be entertained by BHEL**
4. The signature at the bottom of the rate schedule confirms that the Tenderer had read and accepted all the Terms and conditions in Tender Schedule, also rate quoted with inclusive of any taxes and duties levied and excluding GST etc. has been considered by the tenderer for the total contract period while quoting the above rates.

SL. No	DESCRIPTION	UOM	QTY (A)	Rate in ₹ (₹/ QTY) (B)	Total value in ₹ (C =A X B)
1	INAUGURAL HIGH TEA as per bill of Quantity	No's	1000	₹...../- Rupees..... .....only	₹...../- Rupees..... .....only
2	MORNING COFFEE WITH SNACKS as per bill of Quantity	No's	6000	₹...../- Rupees..... .....only	₹...../- Rupees..... .....only
3	BUFFET LUNCH WITH MINERAL WATER as per bill of Quantity	No's	6000	₹...../- Rupees..... .....only	₹...../- Rupees..... .....only
4	EVENING TEA WITH BISCUITS as per bill of Quantity	No's	6000	₹...../- Rupees..... .....only	₹...../- Rupees..... .....only
Total excluding GST (₹)					
GST @ ..... % (₹)					
Total including GST (₹)					