

**Bharat Heavy Electricals Ltd.
(A Govt. of India Undertaking)
Heavy equipment Repair Plant
Tarna, Shivpur, Varanasi - 221003**

Tender Ref: HERP: HR: Canteen:2019-21

Date: 29.08.2019

NOTICE INVITING TENDER

**NOTE: INTENDING BIDDER TO PARTICIPATE MAY DOWNLOAD FROM WEB SITES
OR
PURCHASE TENDERS FROM THIS OFFICE**

Sealed offers in three part bid system are invited from 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. Issue of tender to any bidder shall not construe that the bidder is considered to be qualified. 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	HERP: HR: Canteen:2019	
ii	Broad Scope of job	Hiring of canteen services at BHEL, HERP Varanasi	
iii	DETAILS OF TENDER DOCUMENT		
a	Section I	General Terms & Conditions of Contract	Applicable
b	Section II	Special Terms and Conditions of Contract	Applicable
c	Section III	Price Schedule	Applicable
iv	Issue of Tender Documents	1. Sale from BHEL HERP Office: Start: 29.08.2019. Close: 11.09.2019. 2. From the following website: http://www.bhel.com Or http://www.herp.bhel.com Or http://eprocure.gov.in	1.Applicable 2. Applicable
v	DUE DATE & TIME OF OFFER SUBMISSION	Date: 12.09.2019, Time :14-00 Hrs. Place: BHEL office, HERP, Tarna, Shivpur, Varanasi	Applicable
vi	OPENING OF TENDER	Date: 12.09.2019. 2 hours after the latest due date and time of Offer submission, i.e. 16-00 Hrs Notes: (1) In case the due date of opening of tender becomes a non-working day, tenders shall be opened on next	Applicable

		<i>working day at the same time. (2) Bidder may depute representative to witness the opening of tender.</i>	
vii	EMD	<i>Rs. 3,24,000.00</i>	
viii	SD	<i>As per clause no. 7 of Section I of the NIT</i>	
ix	COST OF TENDER	<i>Rs. 1,000/- (including GST)</i>	<i>Applicable</i>
x	LAST DATE FOR SEEKING CLARIFICATION	<i>Date: 11.09.2019 Along with soft version also, addressing to the contacts given below: Mr. Raj Karan Mishra Sr. Executive-HR, Phone: 8874550174 Email – rajkaran@bhel.in Or Mr. Santosh Kr. Gupta Sr. DGM-HR Phone: 9810108160 Email : santoshk@bhel.in</i>	<i>Applicable</i>
xi	Latest updates	<i>Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc. to Tender Specifications will be hosted on websites mentioned in Sl. no. iv above and not in any other portal. Bidders to keep themselves updated with all such information.</i>	

- 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.**
- 3.0** Unless specifically stated otherwise, bidder shall remit cost of tender and courier charges if applicable, in the form of Electronic Fund Transfer (EFT) in favour of Bharat Heavy Electricals Ltd. Sale of tender Documents shall not take place on National Holidays, holidays declared by Central or State Governments and BHEL HERP at Varanasi and Sundays.
- 4.0** Unless specifically stated otherwise, bidder shall have to deposit any/all payments through EFT in favour of Bharat Heavy Electricals Ltd. Copy of the UTR receipt for each payment shall be enclosed along with techno-commercial offer. Parties shall also intimate BHEL in respect of such transactions through e-mail at rajkaran@bhel.in/santoshk@bhel.in. EFT details of BHEL are as follows:

BANK DETAILS (EFT), BHEL-HERP, VARANASI	
Bank Name	State Bank Of India
IFSC Code	SBIN0000201
Account Number	11103264820
Branch Code	0201
Address	State Bank Of India, Main Branch Kachaheri, Varanasi.
PAN No	AAACB4146P
GST No	09AAACB4146P2ZC

SECTION - I**GENERAL TERMS AND CONDITIONS****1.0 Instructions, Opening of tenders & Pre-Qualification Criteria**

- 1.1 The envelope containing the quotation should be super-scribed as Quotation for "**Hiring of canteen services at BHEL, HERP Varanasi**"
- 1.2 Sealed tenders will be received on behalf of Sr. Executive (HR) in the dispatch section of the office of BHEL-HERP, Varanasi up to **1400 Hrs. (02.00 p.m.)** on **12.09.2019** from participating bidders.
- 1.3 Technical bid of the tenders shall be opened at **1600 Hrs. (04.00 p.m.)** on **12.09.2019** in presence of parties who wish to be present on the occasion.
- 1.4 **Annexure I - Pre-Qualification criteria for the contract**

Sl. No.	Criteria
1	Bidder should have average Annual Turnover of minimum Rs. 48.6 Lakh in the last 3 (three) Financial Years ending on 31-03-2018 & should have positive net worth as on 31-03-2018. Audited balance Sheet and Profit & Loss Account of the Bidder need be submitted for last 3 (three) Financial years, ending on 31-03-2018 in support of this requirement.
2	Bidder should have executed similar work during the last 7 (seven) years, ending on 31.07.2019, value of which should not be less than either of the following: 1 (single) work of value not less than Rs. 129.6 lakhs Or 2 (two) works of value not less than Rs. 81 lakhs each Or 3 (three) works of value not less than Rs. 64.8 lakhs each

	<p>“Similar work” referred above may include Guest House Catering business, restaurant services, cafe, canteen, catering for events and functions, parties or conferences and delivery of cooked ready to eat food or meals.</p> <p>Relevant document i.e. Work order and certificate of completion in support of the above shall be submitted.</p>
3	Bidder should submit valid PAN and Valid Trade License in Uttar Pradesh.

2.0 Miscellaneous:

- 2.1 All entries in the tender document should be in one ink. Erasing and over writing shall not be permitted. All cancellations and insertions should be duly signed and stamped by the Bidder concerned.
- 2.2 Bidder shall fill in all required particulars in the tender documents and also sign and stamped each and every page of the tender documents before submitting the tenders.
- 2.3 Tender should be submitted in **03 (Three)** parts viz.

(1) CONTRACTOR’S REGISTRATION- Annexure-A

(2) TECHNICAL BID (refer Clause 03), and

(3) PRICE BID (Refer Annexure-D).

All Three parts of the bid should be submitted in separate envelopes duly signed & sealed.

Thereafter, all three envelopes mentioned above should be sealed in a single outer envelope by the Bidder before submission. The outer envelope should be super-scribed as Quotation for "**Hiring of canteen services at BHEL, HERP Varanasi**". Offers must be submitted on or before the due date and time of submission at the below mentioned address:

Sr. Executive (HR),
HR Department
Bharat Heavy Electricals Limited
Heavy Equipment Repair plant,
Tarna, Shivpur, Varanasi-221003 (U.P.).

- 2.4 In quoting the rates the Bidders are advised to take into account all relevant factors pertaining to the scope of the contract. No claim will be entertained on any account at a later date.
- 2.5 BHEL reserves the right to reject any or all of the tenders, partially or in full, without assigning any reasons thereof.
- 2.6 In the event of tender being submitted by a partnership firm, the tender must be signed and stamped separately and legibly by each partner or member of firm, or in their absence by the

person holding the power of attorney on behalf of the other partners of the firm concerned. Copies of the partnership deed and the power of attorney must accompany the tender.

- 2.7 Tenders & **'Price BID'** not submitted on the prescribed formats shall be summarily rejected.
- 2.8 Rate should be quoted in figures as well as in words with respect to each item shown in the attached **'Price Offer'** form and should be submitted in a **separate envelop** super-scribed as **'PRICE BID'**.
- 2.9 Bidders are required to comply with all the statutory provisions such as PF, ESI, and minimum wages during the complete duration of the contract as may be applicable in respect of execution of terms and conditions of the contract. No reimbursement in respect of the above shall be made. Bidders are also required to comply with the provisions of GST which shall be reimbursed as per applicable clauses of the tender.
- 3.0 **Technical Bid:**
Technical bid prepared by the Bidder must contain the following documents in a separate envelope. Tenders will be accepted for further participation only if following documents are deposited as part of Technical bid.

The List of documents to be submitted under Technical bid:

- a) Copy of the proof indicating the nature, Date of establishment and address of the organization.
- b) Copy of a Valid Pan Number.
- c) Copy of Income Tax Return for last 3 financial year ending on **31.03.2018**.
- d) Earnest Money Deposit of **Rs. 3.24 Lacs (Rupees three Lacs twenty-four thousand only)** in the following forms only:
 - (i) EFT in favour of 'Bharat Heavy Electricals Ltd.' UTR Number of which must be provided.

Offers will not be accepted unless earnest money (EMD) is deposited as part of the technical bid.
- e) Copy of proof indicating a valid PF/ESI number.
- f) Balance Sheet and Audited Profit & Loss Account of the bidder need be submitted for last 3 (three) Financial years, ending on **31-03-2018**
- g) Bidders have to qualify the pre-qualification as mentioned in the tender document. Relevant documents in support of the same must be submitted along with the technical bid.
- h) Copy of registration papers under GST Act. The Bidder shall bear all Govt taxes/duties, levies as imposed on them by various Govt authorities from time to time. No plea for payment/reimbursements by BHEL in this regard shall be entertained.
- i) Copy of Certificates for experience in providing services required as per Pre-qualification criteria.
- j) No Deviation Certificate – Annexure 'B'
- k) A complete bid form duly signed and stamped as per Annexure 'C'.

Note: In case the Tender document is downloaded from the website an additional amount of Rs. 1,000/- (including GST) shall be paid by the Bidders as tender document fee through EFT only.

- 4.1 The Earnest money shall be refunded to the unsuccessful bidders **within 15 days of award of work**. In case of successful bidder, the earnest money shall be adjusted towards the security deposit and the same shall be later adjusted in accordance with BHEL's provision for security deposit.
- 4.2 **Bidder must be ready to provide the services of canteen by 01.10.2019.**
- 4.3 The validity of the bids shall be for **90 days** after the date of technical bid opening. Incomplete offer(s) will be rejected.
- 4.4 If a bidder withdraws his/her services after submission of tender and/or if after acceptance of his/her tender, fails to start the work in accordance with the instructions, **the earnest money deposit shall stand forfeited.**

5.0 PRICE BID:

- 5.1 The Bidder shall quote his rates in the prescribed '**PRICE OFFER**' form in a separately sealed envelope. This will be opened only in case of fulfilment / qualification of the Bidder with respect to clause 3 (Technical Bid) above.
- 5.2 The contract shall be awarded to the qualified L-1 Bidder. **L1 bidder shall be decided on the basis of overall gross amount of the price bid**. A tentative quantity against each item of the price bid has been considered for the purpose of calculating the contract value. However, billing quantity shall be as per actual.
- 5.3 **The rates/amount quoted shall remain firm for the entire duration of the contract** and no price variation clause for any reason whatsoever shall be entertained.
- 5.4 Only those bidders who have quoted for all the services shall be considered. In price offer, part quoting of services shall lead to rejection of price offer of tender.

6.0 Validity of Contract:

- 6.1 **The contract will be valid initially for a period of 02 (Two) years** from the date of its commencement **i.e. 01.10.2019** and may be extended for further period(s) by mutual consent.
- 6.2 Price quoted/agreed upon negotiation shall remain firm for the entire period of contract.
- 6.3 All payment of salaries / compensation to the canteen staff shall be settled by the contractor only.
- 6.4 All payments of raw materials for food items/ snacks/ sweets/ tea etc. shall be borne by the contractor.
- 6.5 Payment of gas cylinders shall be borne by the contractor.

7.0 Security Deposit

- 7.1 An amount equal to **5 % of the awarded contract value** shall be deposited by the contractor as security deposit towards fulfilment of any obligations in terms of the provisions of the contract.
- 7.2 Security Deposit amount shall not carry any interest and may be furnished in the following forms:
- (i) By EFT.
 - (ii) Fixed deposits, NSC, Kisan Vikas Patra duly pledged and discharged in favour of BHEL. Subject FDR should bear its auto renewability clause/feature.
 - (iii) Bank Guarantees from any scheduled Bank in the format approved by BHEL. The validity of Bank Guarantees towards Security Deposit shall be initially up to 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 acceptance of Final Bills of the Contractor, by BHEL.

It may be recovered @ 10% from running Bills. However, in such cases at least 50% of the Security Deposit amount should be deposited before start of work and the balance 50% to be recovered from running bills.

If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.

- 7.3 The successful Bidder(s) shall, within Seven (7) days of the receipt of LOI by them, deposit with the Finance Department of BHEL, HERP, Tarna, Varanasi a sum which together with the amount of earnest money already deposited by them along with their tender shall add up to the Security Deposit amount to be computed as specified in clause 7.1 above.
- 7.4 The security deposit will be retained by BHEL for full term of the contract as security for due fulfilment of the contract and it shall not attract any payment of interest.
- 7.5 Without prejudice to any other rights of BHEL under provision of these document or tender or any other law for the time being in force, the security deposit and any other amount securing to the contract and any amount payable to the party shall be liable for forfeiture in the event of the party violating any of the conditions of the contract and/or to be set off against any damages or expenditure incurred by BHEL on account of omission and commissions by the party(s).
- 7.6 Format of bank guarantee for SD shall be provided to successful bidder.

8.0 Payment:

- 8.1 The bills for the work/service completed in all respect shall be presented to the Human Resource Department of BHEL, HERP, Varanasi once in every month.
- 8.2 The bills shall be supported with all required documents pertaining to the claim.
- 8.3 Due payment will be made through EFT mode only within one month of submission of bills completed in all respect by the party for which details of Bank Account, IFSC code of the

contractor's bank shall be furnished by them to Finance department of BHEL, HERP, Varanasi. Payment shall be made only at the agreed rates.

- 8.4 All other costs whatsoever must be borne by the contractor.
- 8.5 The Vendor should submit two copies of the bill complete in all respect to BHEL for payment once in every month and BHEL shall pay the said bill after necessary checking **within 15 working days** from the date of receipt of the bill at Finance Department.
- 8.6 Clarification required, if any, on the bill submitted by contractor/supplier/service provider shall be sought by BHEL in one go within 7 days from the date of submission of the bill. Payment of the bill as per clause 8.5 shall be made only after receipt of clarifications. Time taken by contractor/supplier/service provider in providing clarification will not be counted within 15 days mentioned in previous clause for calculation of payment due date.

8.7 **TAXES AND OTHER DUTIES:**

1. Goods and Service Tax (GST) for the execution of the contract shall be payable extra as per prevailing rate (Present rate 5%).
2. New taxes and duties, if imposed subsequent to the due date of offer submission 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 documents to the satisfaction of BHEL. However, you shall take prior approval from BHEL before depositing new taxes and duties.

9.0 **Responsibilities of the contractor and compliance with applicable Labour Laws:**

- 9.1 The contractor is liable to abide by all necessary licenses / permissions from the concerned Authorities as provided under the various labour legislations.
- 9.2 The contractor shall have his own PF code no. with the RPFC as required under employee PF& Miscellaneous Provisions Act, 1952.
- 9.3 The contractors shall periodically submit the Challans / receipts / proof for the depositing PF Contribution with RPFC.
- 9.4 The contractor is required to obtain labour license under the provisions of Contract Labour (R&A) Act, 1970 from the office of ALC (Central), Ministry of Labour, Govt. of India.
- 9.5 The contractor shall discharge obligations as provided under various statutory enactments including the employees provident fund and Miscellaneous Provisions Act, 1952, Contract Labour (R&A) Act, 1970, Minimum Wages Act, 1948, Payment of wages act 1936, Workman compensation act and other relevant acts, rules and regulations enforced from time to time.
- 9.6 The contractor shall be solely responsible for the payment of wages and other dues to the personnel, if any, deployed by him least by 7th day of the subsequent month.

10.0 Extension and Termination of the Contract:

- 10.1 The contract may be extended on the same rate and terms & conditions for further period(s) by mutual written consent.
- 10.2 After award of contract, if the Bidder on whom the contract is awarded fails or neglects or refuses to observe / perform any of the terms and conditions / obligations under the contract, BHEL may without prejudice to their other rights under the contract, terminate the contract without assigning any reason thereof and without any notice and recover from the party(s) any damages suffered by it on account of the failure, neglect, refusal, violation or any part thereof including the amount by which the cost of completing the work left by any other agency shall exceed the amount under this contract.

11.0 Closing of Contract:

The Contract shall be considered completed and closed, upon completion of provision of services as specified in the contract document / BOQ & contractual obligations of the contractor fulfilled as per BHEL's requirement, after settlement of final bill and furnishing of No Claim Certificate in Non judicial stamp paper and Indemnity Bond in Non judicial stamp paper for compensating BHEL against third party liability for labour and all other statutory levies to Government agencies as well as , indemnifying M/s BHEL against all claims and demands including other govt. dues viz. EPF/ESI and all other dues/deductions from BHEL in regards to issued work order.

12.0 Reverse Auction:

BHEL reserves the right to go for Reverse Auction for Price Bid Opening by BHEL appointed service provider, instead of opening the submitted sealed price bid in the conventional way. The Business Rules for Reverse Auction shall be as per BHEL guidelines issued from time to time & communicated to the contractor after decision of BHEL to go for Reverse Auction (RA).

13.0 Force Majeure:

- (i) "Force Majeure" means an event beyond the control of the contractor and not involving BHEL's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of BHEL either in its sovereign or contractual capacity, wars or revolution, floods, epidemics, quarantine restrictions and freight embargoes and/or other unforeseen events.
- (ii) If a force majeure situation arises, the contractor shall promptly notify BHEL in writing of such conditions and the cause thereof. Unless otherwise directed by BHEL in writing, the contractor shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternatives means for performance not prevented by the force majeure event.

13.0 Resolution of disputes:

All disputes claims or actions arising out of/under or in connection with the contract shall be subject to the exclusive jurisdiction of the courts having jurisdiction over BHEL, Varanasi.

14.0 Arbitration:

All questions/interpretations regarding subject matter of the contract shall be decided by the contractor on the request of the BHEL and the decision of the BHEL shall be final.

1. In case of dispute, steps shall be taken by the parties to the contract to settle the same through negotiations.
 2. In case, dispute is not settled in negotiations, it shall be referred to conciliator appointed by the competent authority of the BHEL. The conciliation proceedings with respect to a dispute as defined in the bhel conciliation scheme, 2018 and subsequent revisions can be initiated under the scheme at any stage whether before, during or even after the commencement of arbitration proceedings or litigation before courts.
 3. In case dispute is not settled in conciliation proceedings, the same shall be referred to arbitration as per corporate guidelines of the BHEL and the arbitration proceeding shall be conducted as per provisions of the arbitration and conciliation act, 1996 read with corporate guideline as amended from time to time.
 4. the Contractor shall continue to perform the contract, pending settlement of dispute(s).
- B. **Jurisdiction:** all disputes or differences arising out of or in connections with the contract shall be subject to the exclusive jurisdiction of the court at Varanasi (UP) only.

15.0 BHEL Fraud Prevention Policy:

The bidder along with its associate/collaborators/sub-contractors/sub-vendors/consultants/service providers (as applicable) shall strictly adhere to BHEL Fraud Prevention policy displayed on BHEL <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.

SECTION - II

SPECIAL TERMS & CONDITIONS

1. The work to be carried out under this order, except as otherwise provided, includes purchase and use of all raw materials, resources, working hand to be engaged for execution of work etc. which are required for preparing and providing Lunch, Dinner, Tea, Snacks etc. and other services as per the menu and in the manner approved by Bharat Heavy Electricals Limited at their Unit: Heavy Equipment Repair Plant located at Tarna, Shivpur, Varanasi (UP) herein after referred to as BHEL.
2. The contractor, hereinafter referred to as the 'Party' has to prepare the Lunch, Dinner, Tea, Snacks, Sweets, etc. by LPG system. The gas bank and burners along with (08) Eight nos. empty commercial gas cylinders will be provided by the Company (BHEL). **The cost of filling the LPG cylinders required from time to time will be borne by the party. The filled LPG cylinders have to be arranged by the party at their own cost.**
3. Kitchen facilities, Canteen halls, Furniture, Dining Table & Benches, Lunch trays of Stainless Steel, Stainless Steel Tumblers, Stainless Steel water jug, Water Cooler, Stainless Lunch/Dinner plates, Stainless Steel Tea containers etc. shall be provided by BHEL, and party shall be fully responsible for the proper custody and maintenance of these items. **In case if any item handed over to the party is lost or damaged, they shall make proper arrangement to replace the lost/damaged items at their own cost.**
4. Arrangement for cleaning the Kitchen, along with cooking system, Utensils, service of Lunch / Dinner, Special Lunch, Tea, Snacks, Sweets etc. shall be arranged by the party at their own cost.
5. All raw material for cooking / service i.e. Rice, Flour, Dal, Oil, Vegetables, spices and all other ingredients will be purchased by the party at their own cost and quality of the same shall be got checked and verified by the representative of Canteen Committee of BHEL. The party will always maintain a stock of raw material to be used for cooking the food, snacks, sweets, tea etc. **equivalent to 15 days' requirement.**
6. All raw material to be procured for use in the BHEL canteen shall be as per standard specified at 'Note' in the price offer form and shall be checked at the Main Gate of the factory premises by the Security Supervisor / Guards and any material found defective and not as per standard will be rejected by them shall be taken back by the party for replacement as per standard specified above. No compromise on the same shall be permitted at any stage by BHEL.
7. The balance/left over quantity of each item after distribution of lunch/dinner, tea, snacks, sweets etc. **will be taken back by the party every day and disposed off** as per their convenience and at their cost. These items are not to be re-used by the party for serving it again in BHEL canteen.

8. In case of complaints about quality and / or quantity of food, snacks, tea, sweets etc. and on checking the quality and / or quantity is found below standard / norm or poor on any day, a penalty, at the sole and exclusive discretion of BHEL, may be imposed on the party which may extend up to 100% of the cost of the item(s). This will also apply in case the size, weight; quantity is found less on any day. On recurrence of the same, the security deposit money may be also being forfeited.
9. In case of quality of the food, snacks, tea and sweets etc. is not found up to the specified and desired standard despite repeated warnings the contract may be terminated by BHEL without serving any advance notice. Thereafter BHEL will have the right to engage a suitable agency at the risk and cost of the party.
10. Lunch, dinner, tea, snacks, sweets, biscuit packets etc. are to be supplied on valid coupons only. Collection of coupons from employees shall be the sole responsibility of the party.
11. No work under this work order shall be assigned or sub-let without the previous written approval of BHEL.
- 12. The party shall be responsible for care and safe custody of BHEL's property like Kitchen Utensils, Kitchen equipment, Electrical installations, utensil, fixtures, canteen area etc. entrusted to them.**
13. The party shall indemnify BHEL against all claims arising out of his negligence or misconduct including those of the hands engaged by him for execution of this work order.
14. The party shall get all his personnel medically checked-up prior to their engagement for due performance of the contract. A certificate to this effect shall be submitted by the party. During the tenancy of the contract the party will get all personnel engaged by them medically checked up every six months. The expenditure on this account shall be borne by the party and no reimbursement of any sort shall be made by BHEL to the party.
15. Supply of lunch, dinner snacks, tea, sweets etc. and its services will be done on every working day in all shifts. Shift timings are as under:
- (i) **'A' Shift** - **06.00 a.m.** to **02.00 p.m.**
(ii) **General shift** - **08.00 a.m.** to **05.00 p.m.**
(iii) **'B' shift** - **02.00 p.m.** to **10.00 p.m.**
(iv) **'C' shift** - **10.00 p.m.** to **06.00 a.m. (Following day)**
16. The existing schedule for service of Lunch / Dinner, Tea, Snacks, Sweets, biscuit packets are as under:

Sl. No.	Shift	Type of Service	From	To
1	A	Tea with snacks	07.45 am	08.00 am
2	General	Tea with snacks	09.45 am	10.00 am
3	B	Tea with snacks	03.45 pm	04.00 pm
4	C	Tea with sweet	11.45 pm	12.00 Midnight
5	A	Lunch	10.30 am	11.00 am

6	General	Lunch	12.00 am	01.00 pm
7	B	Dinner	06.30 pm	07.00 pm
8	C	Tea with biscuit packet (*)	02.30 am	03.00 am
9	A	Tea with sweet	12.45 pm	01.00 pm
10	General	Tea with sweet	03.00 pm	03.15 pm
11	B	Tea with sweet	08.45 pm	09.00 pm
12	C	Tea	04.45 m	05.00 am

Note (*): Brand: Parle-G Glucose. Minimum Six biscuits in each packet

17. BHEL shall have a right to terminate the contract and / or impose penalty but not restricted to them on the following condition also:
 - (i) Any discrepancy noticed in the operation of the contract leading to immediate termination of the contract.
 - (ii) A penalty up to Rs. 500/- (Rupees Five Hundred only) per incident in case of non- supply / delayed supply / supply of inferior quality of food, snacks, sweets, tea etc. on any day.
 - (iii) The time of service should be strictly as per time schedule at Sl.No. 11 above. Failure to adhere to the time of service indicated therein may invite a penalty of Rs.100/- (Rupees one hundred only) for every 15 minutes of delay such service.
 - (iv) If the contractor fails to provide his service on any day(s) on account of any reason attributable to the contractor, **BHEL shall make alternative arrangement at the risk and cost of the party along with 15 % overhead charges.**
18. The rate as per 'Price Offer' will be firm for the initial period of **02 (Two) years** of the contract and also during the mutually extended period of the contract if any.
19. Party will ensure that supply of Lunch, Tea, Snacks, Sweets, biscuit packets are made against the valid coupon / requisition slips to the employees and others. BHEL shall not be responsible for any loss on account of non-receipt of coupons / requisition slips by the party from employees of BHEL and others.
20. The party will be responsible for the good conduct of the working hands engaged by them for execution of the contract. The hands engaged should always wear proper & clean dress. Any misbehavior during the service of food etc. by the party or his personnel will be viewed seriously and action as deemed fit and proper will be taken by BHEL.
21. The party will be responsible for the items handed over to him for purpose of serving meals. The party shall be solely responsible for any shortage and/or damage in such items for whatever reasons and the cost of the same will be recovered from party on current market rate.
22. The party shall keep insured his personnel against accident etc. during the tenure of the contract at his own cost. They shall be required to submit the copy of Insurance policy that shall cover all liabilities under the Workmen Compensation Act, 1923.

23. The party shall maintain the equipment and utensils provided in the Kitchen and Dining Hall including the Kitchen and Dining area in proper hygienic condition by regular cleaning and use of cleaning materials and detergents. Any laxity in this regard shall be construed as a reason for levy of penalty at the rates specified at Sl.No. 17 above.
24. The contractor shall duly comply with all labour Laws, Acts, Rules and regulations framed there under, if applicable, in force from time to time and shall keep BHEL indemnified against all penalty claims and liabilities of any kind for any violation of such Acts, rules and regulations.
25. The party must be registered under GST Act. GST will be payable extra on compliance of following conditions:
 - i. GST invoice should contain address, GST No. and PAN No. of BHEL as well as of contractor. Description of service, GST rate and amount should be indicated in the invoice.
 - ii. Two copies of GST invoice should be provided.
 - iii. Declare such invoice in his GSTR-1 Return for the month of providing the service.
 - iv. Payment of GST to statutory authorities within prescribed time.

In case GST credit is delayed/denied to BHEL due to non or delayed receipt of invoice or expiry of prescribed timeline prescribed in GST Law for availing such credit or any other reason not attributable to BHEL, GST amount shall be recovered from the contractor along with interest/penalty leviable on BHEL.

In case, contractor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST Law, GST amount paid by BHEL towards such credit reversal shall be recovered from contractor along with interest/penalty levied/leviable on BHEL.

26. If at any time, any question, disputes or differences on matters connected with his work contract arises; the same shall be referred to arbitration of a person to be nominated by the General Manager, Bharat Heavy Electricals Limited, Unit: Heavy Equipment Repair Plant, Tarna, Shivpur, Varanasi. Decision of the arbitrator shall be final and binding on the parties, subject to provisions of the Arbitration Act 1996 and rules made there under and all amendments to the said Act and Rules.
28. BHEL will have the right to terminate the contract immediately at any time without assigning any reason thereof.
27. The general conditions of the contract of BHEL also apply to this contract agreement to the extent they are not inconsistent with any of the conditions stipulated herein.
28. The contractor should be registered with the appropriate authorities, necessary proof(s) of which should be produced prior to the awarding of contract failing which the contract shall not be awarded under any circumstances.
29. Parties should be registered/bonafide having a contact phone number (Landline and/or Mobile and E-mail ID).

30. Any deviation with ulterior motive/manipulation of any sort during the tenancy of the contract shall be considered as a breach of contract and the same will be liable for cancellation immediately without any advance notice.
31. The charges on account of income tax, other duties and taxes etc. as far operation of this contract is concerned shall be borne by the Contractor. **However, reimbursement of amounts on account of payment of GST, as applicable, will be made to the Contractor after submission of proof of payment of tax including duly incorporating the GST registration number.**
32. **Water Charges at the rate of Rs.1 per Rs. 1000 of gross bill amount shall be deducted from the contractors' bills.**
33. Electricity required for execution of the contract shall be provided free of cost. No deduction against electricity charges used within the plant premises shall be made.
34. Contract may also be terminated by BHEL on serving of an advance notice of one month without assigning any reasons thereof.

NO DEVIATION CERTIFICATE

To,
Sr. **Executive** (HR)
Bharat Heavy Electricals Ltd.
Tarna, Shivpur
Varanasi

Sub: Quotation for " **Hiring of canteen services at BHEL, HERP Varanasi**"

Sir,

This is to inform you that we have not taken any deviation from any of the terms and conditions mentioned at **Section: I - General Terms and Conditions** and **Section: II - Special Terms and Conditions**, of the tender documents while quoting the rates for the tender for **Hiring of canteen services at BHEL, HERP Varanasi**.

All the terms and conditions mentioned at **Section-I** and **Section-II** of the tender document No. TENDER NO.: HERP:HR: Canteen: 2019 are acceptable to us.

Thanking you,

Yours Sincerely

Signature seal and address of the party

Annexure 'C'

To,
Sr. **Executive** (HR)
Bharat Heavy Electricals Limited,
HERP, Tarna, Shivpur
Varanasi-221003

Sir,

Having examined the Bid Documents, the receipt of which is hereby duly acknowledged, we the undersigned, submit our offer for services for '**Hiring of canteen services at BHEL, HERP Varanasi**' in conformity with the said Bid documents in accordance with the schedule of prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to provide such services by **01.10.2019** as specified in the Bid document.

We agree validity of all Terms and Conditions of this Bid for a period of 90 (Ninety) days from Technical Bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your Letter of Intent/notification of award, shall constitute a binding contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the Laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988", if we are found involved, in any manner, in Bid pooling or Law against fraud and corruption my/our firm may be black listed.

Further we certify that our organization is not blacklisted by any Govt. Dept./Govt. Of India Undertaking/Autonomous body etc.

Thanking you,

(Signature)
Name & Seal of the Firm

Place: _____

Date: _____

SECTION III		Annexure D - R1			
Price Bid - Revision 1					
	<u>Particulars of items to be supplied</u>	<u>Quoted rates Exclusive of GST(Rs.) (A) (in figures and words)</u>	<u>Quantity (No.) (B)</u>	<u>Amount (C = A X B)</u>	
Lunch / Dinner : Menu - 'A' - FOR BHEL EMPLOYEES AND THEIR GUESTS					
a Monday to Saturday					
I	a) Chapatti - Wheat flour (4 nos. approx.)	Rs. _____ per plate (Rupees _____ _____ _____ per plate)	58152		
	b) Rice cooked - 100 gms (Jeera-32)				
	c) Vegetable curry - 100 gms (According the weekly menu)				
	d) Vegetable Dry - 100 gms (According the weekly menu)				
	e) Salad (Onion / Tomato / Radish / Kheera / Other seasonal items)				
	f) Dal - All types / Rajma / Karhi (According to weekly menu)				
	g) Curd - 100 gms.(Only in Summer Season i.e. approx 8 months)				
	h) Chutni- Dhaniya/pudina(According to weekly menu)				
Lunch / Dinner : Menu - 'B' - FOR OTHERS					
a Monday to Saturday					
II	a) Chapati -wheat flour (4 nos. approx.)	Rs. _____ per plate (Rupees _____ _____ _____ per plate)	78384		
	b) Rice cooked-100 gms. (Jeera-32)				
	c) Vegetable curry (According the weekly menu)				
	d) Salad (Onion, Tomato, Radish, Kheera & Other seasonal items)				
	e) Dal - All types/Rajma/Karhi (1 kg. Raw Dal to be used for 20 Thalies)				
Special lunch					
III	a) Puri/Chapati of good wheat flour - 4 nos.	Rs. _____ per plate (Rupees _____ _____ _____ per plate)	600		
	b) Rice Basmati - Dehradun 100 gms. Cooked (Fried or plain as desired)				
	c) Vegetable Dry - 100 gms.				
	d) Vegetable Curry -100 gms.				
	e) Dal - special fry 100 gms.				
	f) Curd 100 gms.				
	g) Sweet (Rasagola - One big standard size) and Fruit (Banana- two or Apple-One)				
	h) Salad (Onion, Tamato, Radish, Kheera and other seasonal items)				
Snacks (According to the weekly menu)					
IV	Samosa/Cutlet/Pakauri/Bread Pakora/Kachauri/AlloChop/vegetable-chop etc.– 50 gms. /pc.	Rs. _____ per piece (Rupees _____ _____ per piece)	599136		

	Sweet (According to the weekly menu)			
V	Boondi / Besan Laddu / Balusahi / Launglata / Gulab Jamun etc. - 30 pcs./kg	Rs. ____ piece (Rupees _____ _____ per piece)	637440	
VI	Biscuit Packet for distribution in 'C' shift only, between 02.30 am to 03.00 am (Brand: Parle-G Glucose. Six biscuits in each packet) As per market rate. Sample of Biscuit packet to be distributed to be approved by BHEL.	As per market rate (Current Rate Rs 2/- per Unit)	45504	
	Tea (100 ml.) Gol Dana CTC (Crush, tear, curl) quality (01-One kg. Milk to be used for 16 cups of tea)	Rs. _____ per cup (Rupees _____ _____ per cup)	663816	
Gross Amount Exclusive of GST (Rs.) (D)				

(Signature & Seal of Party)

Note:	
1	a) All vegetables should be cooked in branded mustard Oil such as 'Engine', 'Saloni' or 'Fortune', (b) Puri should be cooked in branded Refined oil such as 'Flora', 'Sunflower', 'Fortune' or 'Sundrop'. , (c) Vanaspati Oil should be of 'Dalda', 'Sunflower', 'Rath' or 'Ruchi No.1' Brand (Mustard, Refined and Vegetable oils should not be reused for cooking purpose), (d) Salt should be of 'Tata' and 'Annapurna' brand, (e) Tea should be of 'Tata,' 'Tazaa' or or 'Brooke Bond ' brand. (f) Masala such as 'Haldi', 'Lal Mircha', 'Dhania', 'Kali Mirch' etc .should be packed and of 'Ashok' and 'Catch' brand
2	The above quoted rates are EXCLUSIVE of GST as applicable.
3	For the purpose of evaluation of L1, the gross amount at D shall be considered.
4	GST will be payable extra on compliance of following conditions : i. GST invoice should contain address, GST No. and PAN No. of BHEL as well as of contractor. Description of service, GST rate and amount should be indicated in the invoice. ii. Two copies of GST invoice should be provided. iii. Declare such invoice in his GSTR-1 Return for the month of providing the service. iv. Payment of GST to statutory authorities within prescribed time. In case GST credit is delayed/denied to BHEL due to non or delayed receipt of invoice or expiry of prescribed timeline prescribed in GST Law for availing such credit or any other reason not attributable to BHEL, GST amount shall be recovered from the contractor alongwith interest/penalty leviable on BHEL. In case, contractor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST Law, GST amount paid by BHEL towards such credit reversal shall be recovered from contractor alongwith interest/penalty levied/leviable on BHEL.

(Signature & Seal of Party)

BHARAT HEAVY ELECTRICALS LIMITED
CONTRACTOR REGISTRATION FORM**SECTION-I: Company Profile & Organisational Information****1.1 GENERAL INFORMATION**

Sl No	Detail/Particulars	Remarks by BHEL, if any
1.1.1	<u>Name of Company seeking Registration:-</u>	
1.1.1a	Work description/package for which registration is sought.	Package code to be given by BHEL
1.1.2	Date of Incorporation/Establishment :- (Please attach Certificate of Incorporation)	
1.1.3	<u>Registered Office Address:-</u> ➤ Tel No : ➤ Fax No : ➤ Email ID: ➤ Web site :	
1.1.4	<u>Head Office Address:-</u> ➤ Tel No : ➤ Fax No : ➤ Email ID: ➤ Web site :	
1.1.5	<u>Mailing Address:-</u> ➤ Tel No : ➤ Fax No : ➤ Email ID: ➤ Web site :	
1.1.6	<u>Officer to be contacted for clarification on CONTRACTOR Empanelment:-</u> Name & Address ➤ Tel No : ➤ Fax No : ➤ Email ID:	

BHARAT HEAVY ELECTRICALS LIMITED
CONTRACTOR REGISTRATION FORM

SECTION-I: Company Profile & Organisational Information

		Remarks by BHEL, if any
1.1.7 i	<p><u>Branches:-</u> Address:-</p> <p>➤ Contact Person: ➤ Tel No : ➤ Fax No : ➤ Email ID :</p>	
ii	<p>Address:-</p> <p>➤ Contact Person: ➤ Tel No : ➤ Fax No : ➤ Email ID :</p>	
iii	<p>Address:-</p> <p>➤ Contact Person: ➤ Tel No : ➤ Fax No : ➤ Email ID :</p>	
1.1.8 i	<p><u>Sister Concerns if any:-</u> Address:-</p> <p>➤ Contact Person: ➤ Tel No : ➤ Fax No : ➤ Email ID : ➤ Web site :</p>	
ii	<p>Address:-</p> <p>➤ Contact Person: ➤ Tel No : ➤ Fax No : ➤ Email ID : ➤ Web site :</p>	

BHARAT HEAVY ELECTRICALS LIMITED CONTRACTOR REGISTRATION FORM

SECTION-I: Company Profile & Organisational Information

1.2 OWNERSHIP INFORMATION

1.2.1	TYPE OF COMPANY (please tick “√” any one applicable)	Documents to be submitted	Remarks by BHEL, if any
i	Govt of India Undertaking <input type="checkbox"/>		
ii	State Govt Undertaking <input type="checkbox"/>		
iii	Public Limited Company <input type="checkbox"/>	Memorandum and Articles of Association	
iv	Private Limited Company <input type="checkbox"/>	Memorandum and Articles of Association	
v	Co-operative Society <input type="checkbox"/>	Society Rules and Byelaws	
vi	Partnership Firm <input type="checkbox"/>	Partnership deed	
vii	Proprietorship <input type="checkbox"/>	Professional Tax Registration & Municipal Registration	
viii	Any Other (specify) <input type="checkbox"/>	Supporting docuemnts	

1.2.2	DIRECTOR/PARTNER/OWNER/PROPRIETOR INFORMATION	Position Held In Company	Remarks by BHEL, if any
i			
ii			
iii			
iv			

1.2.3 DIRECTORS / PARTNERS, IF RELATED TO ANY BHEL EMPLOYEE.

NAME :
 STAFF NO. :
 DESIGNATION :
 Unit & DEPARTMENT :
 RELATIONSHIP :

1.2.4 IF ANY EX-BHEL PERSONNEL IS EMPLOYED BY THE COMPANY, MENTION HIS / HER DETAILS OF LAST POSTING.

NAME :
 STAFF NO. :
 DESIGNATION :
 UNIT & DEPARTMENT :
 DATE OF LEAVING SERVICE :

BHARAT HEAVY ELECTRICALS LIMITED CONTRACTOR REGISTRATION FORM

SECTION-I: Company Profile & Organisational Information

1.3 REGISTRATION PARTICULARS

Sl No	Description (PLEASE INDICATE PARTICULARS IN THE SPACE PROVIDED FOR EACH)	Required for	Documents to be submitted	Remarks by BHEL, if any
a	INCOME TAX (PERMANENT AC NO):-	All categories	Copy of Certificate	
b	GST REGISTRATION NO. & DATE	All Categories	Copy of Certificate	
c	Sales Tax VAT Registration Number and Date :			
	1.	As applicable	Copy of Certificate	
	2.	As applicable	Copy of Certificate	
	3.	All categories	Copy of Certificate	
	4.	As applicable	Copy of Certificate	
d	PF Registration	All categories	Copy of Certificate	
e	CPWD/Government Organisation	As applicable	Copy of Certificate	
f	Geological Survey Of India/Equivalent	For Geo Tech Investigationsetc	Copy of Certificate	
g	IBR	For Boiler and IBR Piping	Copy of Certificate	
h	Contractorship License for Electrical Works (from any State/Union Territory of India)	For Electrical Works	Copy of Certificate	

1.4	MANPOWER	Remarks by BHEL, if any
A	Organisation Strength (In number): (please submit Organisation Chart)	

B List of Key Persons on rolls of the Company					
	Category	No of persons in the Company	Qualification	Total work experience	Remarks by BHEL, if any
i	Resident Managers/Resident Engineers				
ii	Site Engineers (Erection & Commissioning)				
iii	Site Engineers (Quality)				
iv	Site Safety Co-ordinators				
v	Site Supervisors				
vi	Skilled Workmen				
vii	Others				

BHARAT HEAVY ELECTRICALS LIMITED CONTRACTOR REGISTRATION FORM

SECTION-I: Company Profile & Organisational Information

1.5 OTHER PARTICULARS

A	Registration with BHEL and Other Firms	Registration/ Empanelment Number	Registration/ Empanelment valid upto	Document to be submitted	Remarks by BHEL, if any
i	BHEL/Northern Region			Documentary evidence	
ii	BHEL/Eastern Region			Documentary evidence	
iii	BHEL Southern Region			Documentary evidence	
iv	BHEL Western Region			Documentary evidence	
v	Electricity Boards			Documentary evidence	
vi	NTPC/other Public Sector/Private Sector			Documentary evidence	
vii	PWD/Railways			Documentary evidence	

B	BANKING DETAILS OF COMPANY		
	Information of Bank Account of Company	Document to be submitted	Remarks by BHEL, if any
	<p>The following information of Bank Account of the Company, duly endorsed by the Bank (required for Electronic Fund Transfer – EFT/RTGS) is to be submitted</p> <ol style="list-style-type: none"> 1. Name of the Company 2. Name of Bank 3. Name of Bank Branch 4. City/Place 5. Account Number 6. Account type 7. IFSC code of the Bank Branch 8. MICR Code of the Bank Branch 9. Details of other Bankers (for reference purpose only) <p>NOTE : CONTRACTORS who have already submitted the above information are requested to submit a copy of the same</p>	Information of Bank Account of the Company, duly endorsed by the Bank	

BHARAT HEAVY ELECTRICALS LIMITED CONTRACTOR REGISTRATION FORM

SECTION-I: Company Profile & Organisational Information

1.6	QUALITY SYSTEMS	Certificate Number and Valid upto	Document to be submitted	Remarks by BHEL, if any
A	Accreditation to ISO 9001		Copy of accreditation certificate OR Copy of 'Table of Contents' of 'Quality Manual'	
B	Accreditation to ISO 14000		Copy of accreditation certificate OR Copy of 'Table of Contents' of 'Quality Manual'	
C	Accreditation to OHSAS 18000		Copy of accreditation certificate OR Copy of 'Table of Contents' of 'Quality Manual'	
D	In House Quality Systems		Copy of quality manual .	

1.7 FINANCIAL INFORMATION FOR THE PREVIOUS THREE YEARS

Sl No	Financial Information	Financial Value in Rupees in Lakhs (Audited)		Remarks by BHEL, if any
		Year	Value in Rupees in lakhs	
i	NET WORTH (Latest) Paid up Share Capital# + Reserves			
ii	SALES/TURN OVER (Last three Financial Years)			
		Average		
iii	CASH PROFIT (PAT + Non Cash Expenditure viz Depreciation) (Last three Financial Years)			
iv	Whether CONTRACTOR has been referred to BIFR/NCLT/ any other similar Govt. Agency (If 'YES' enclose details)		YES/NO	
v	Whether CONTRACTOR is a potential sick Company (If 'YES' enclose details)		YES/NO	
vi	Copies of Audited Annual Accounts (Balance Sheet, P&L Account, Cash flow statement) for the last three (3) years to be submitted.			
vii	Status of Tax assessments done under various laws (Income Tax, VAT/Sales Tax, Excise & Service Tax, Custom) and details of disputes pending, if any, with these authorities to be submitted.			

Legend:

: Share Capital OR Partnership Capital OR Proprietor Capital as the case may be

