

**TENDER DOCUMENTS FOR BREAK FAST FOR EMPLOYEES  
BHEL-EDN, MYSORE ROAD, BANGALORE  
Tender Enquiry No. EDN/701/Wet BF1/2012 dated 09/03/2012**

FOR OFFICAL USE ONLY

NOT FOR PUBLICATION

**TENDER DOCUMENTS FOR BREAK FAST FOR EMPLOYEES**

**BHARAT HEAVY ELECTRICALS LIMITED  
EDN, MYSORE ROAD BANGALORE**

# TENDER DOCUMENTS FOR BREAK FAST FOR EMPLOYEES

BHEL-EDN, MYSORE ROAD, BANGALORE

Tender Enquiry No. EDN/701/Wet BF1/2012 dated 09/03/2012

BHARAT HEAVY ELECTRICALS LIMITED  
EDN MYSORE ROAD BANGALORE

To

Date :

.....  
.....  
.....

Dear Sir,

Sub: Contract for Providing Breakfast for BHEL, EDN employees

We are a leading Public Sector Undertaking in the country and wish to call the tender Enquiry for Providing Breakfast for near about 800 to 1200 Nos. of BHEL employees. The contract is for a period of **01 (ONE) year**.

You are requested to submit your offer in two parts in a sealed cover with Enquiry No., date and Quotation due date legibly super scribed on it.

Part-I (Technical bid) should include the details asked as per **point No-2 under Technical Bid, Annexure-E and Annexure-F** in the document. This envelope should also consist the **EMD** amount in form of Fixed Deposit receipt/Demand Draft / Banker's Cheque of the scheduled bank in the favor of BHEL-EDN, Bangalore for an amount of **Rs. 1,50,000/- (Rupees One Lakh Fifty Thousands only)**.

Part-II (COMMERCIAL BID) should give the quoted price as per the prescribed price format as per **Annexure-D**.

Part I of the bid will be opened on **21/05/2012 at 15.00 Hrs.** in the presence of tenderers, Who may like to be present. Price bid of only those parties will be opened later, whose part I bid is found suitable.

Both these bidding document in separate envelopes having clear **FROM** and **TO** address must be dropped in tender box designated as "HRM" at Reception on or before **21/05/2012 at 15.00 Hrs.**

Yours sincerely,  
For and on behalf of BHEL-EDN

(K Parthiban)  
SDGM/HR

Encl:

Instructions to Bidders and scope of BHEL = Page 3 to Page 7

General Terms & Conditions - Annexure "A" = Page 8

**Bid Form- annexure "B" = Page 9**

Contract Form-Annexure-"C" = Page 10

**Price Bid and Breakfast Menu –Annexure- "D" = Page 11**

**Brief Summary, Agreed Terms & conditions – Annexure "E" = Page 12 to page 14**

**Format of Technical bid –Annexure-"F"= Page 15 to page 17**

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### SECTION-1:- INSTRUCTIONS TO BIDDERS:

#### 1) Eligibility Criteria of Bidders:

- 1.1 The Tenderer must have Average Financial turnover of **Rs. 93.37 Lakhs (Rupees NintyThree lakhs thirty seven Thousands only)** during the last three financial years, starting from **1<sup>st</sup> April 2008 to March 2011**.
  - 1.1.1 Three similar completed works (each not less than 40% of the estimated cost), or
  - 1.1.2 Two similar completed works (each not less than 50% of the estimated cost), or
  - 1.1.3 One similar completed works (each not less than 80% of the estimated cost).
- 1.2 The Tenderer must be registered with, Department of Sales for Service Tax with any State/ Central Government .
- 1.3 Tenderer must have a valid PAN and TAN Number.
- 1.1 Party must have PF/ESI registration for the workers deployed by them.
- 1.2 Tenderer must be ready to provide the services as required, within 15 Days from the date of signing the contract. Tenderer must submit Bid earnest money deposit (E.M.D) in the form of Fixed Deposit receipt/Demand Draft / Banker's Cheque of the scheduled bank in the favor of BHEL-EDN, Bangalore for an amount of **Rs. 1,50,000/- (Rupees One Lakh Fifty Thousands only)**.
- 1.3 No firm is exempted from submitting the E.M.D.
- 1.4 The validity of the bids shall be for 90 days after the date of Technical bid opening. A bid valid for a shorter period will be rejected as non-responsive.

#### Documents comprising the bid:

##### TECHNICAL BID:

2. Envelope-I : of the Technical bid prepare by the bidder shall comprise of the following documents in a BIG Envelope:

- Copy of the proof indicating the date of establishment of the organization.
- Copy of the any proof having sufficient manpower for running the canteen like wage register.
- Copies of the satisfactory services providing for "Canteen Services" obtained from the organization on their Letter-Head, where three similar nature of works have been executed as per clause 1.2
- Copies of registration and Department of Sales Tax, Government of State / Central for Service Tax and work contract cell.
- Copies of the balance sheets of three financial years from **1<sup>st</sup> April 2008 to 31<sup>st</sup> March 2011** of the bidder duly certified by the Chartered Accountant OR Income Tax Clearance Certificate (ITCC) indicating to have average financial turnover of **Rs. 93.37 Lakhs** of the bidder.
- Copy of Valid PAN/TAN/TIN Number.
- Copies of the proof having PF/ESI registration for the workers deployed by him.
- A complete bid form duly signed and stamped as per Annexure-"B"
- ISO certified Caterers will be given preferences.

(Tenderer)

(For BHEL)

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### 3. COMMERCIAL BID:

3.1 Envelope No. 2: of the Commercial bid prepared by the Bidder shall comprise of the **Price Bid and Format – Annexure “D”** in a **BIG ENVELOPE**.

### 4. VALIDITY:

4.1 Bids shall remain valid for 90 days after the date of Commercial bid opening. A bid valid for a shorter period may be rejected as non-responsive.

### 5. Work Completion Period:

5.1 Timing of serving the Breakfast should be maintained regularly by the Tenderer, as and when fixed with Purchaser time to time.

### 6. Extension of validity of Bids

6.1 In exceptional circumstances, the purchaser may solicit the Bidder's consent to an extension of the period of validity of 90 days. The request and the responses there to shall be made in writing. The validity of EMD provided shall also be Suitably extended. A Tenderer may refuse the request without forfeiting its Bid Security. The Tenderer granting the request will not be required nor permitted to modify its Bid.

### 7. Sealing and Marking of Bids:

I “Technical Bid” in Separate “Bigger” envelope-

The Bidder shall seal all the documents in a “Big Envelope-I” duly marking the envelope as “Technical bid for Canteen Services” addressed to the SDGM/HR, Bharat Heavy Electricals Limited, HR Building, Mysore Road , EDN, BHEL and a statement on outer envelope “**DO not open before 1500 Hours on 21/05/2012**”.

II- “ Commercial Bid” separate “Big Envelope-II”

The Bidder shall seal the Big Envelope-II duly marking the envelope as “Commercial Bid-canteen Services” addressed to SDGM/HR Bharat Heavy Electricals Limited, HR Building, Mysore Road , EDN, BHEL and a statement on outer envelope “**Do Not open before 1500 Hrs. on 21/05/2012**”.

### 8. Opening of Technical bid by BHEL:

8.1 The purchaser will open “Technical Bids” in the presence of Tenderer's representatives only who choose to attend at **1500 Hours on 21/05/2012**.

8.2 The Tenderer's representative who is present shall sign minutes of tender opening evidencing their attendance.

8.3 In the event of the specified date of tender opening being declared a holiday, for the Purchaser, the Tenders shall be opened at the appointed time on the next working day.

### 09. Bid Rejection:

The Bid will be rejected under any one or more of the following cases:

If EMD is not deposited then the bid will be rejected.

- Annexure- B not signed and stamped.
- Non-production of original documents for verification, if required.
- Non-submission of documents mentioned in sub-Para No 4.1
- If Big envelopes are not distinctively marked as Technical Bid and Commercial bid or both the envelopes are marked as “Technical bid” or Commercial Bid” or not at all marked.
- If any envelop of technical or commercial bid not found.
- Or not found eligible as per requisite criteria mentioned in the Clause 1
- If any information / document not found to be duly filled/submitted. It will summarily be rejected without assigning any reason thereof.

(Tenderer)

(For BHEL)

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### 10 Opening of Commercial bid by BHEL:

10.1 The Commercial Bid for item whose Technical Bid is qualified as per terms and conditions of the Bid documents shall be opened at **1500 Hours on 21/05/2012** in the presence of Tenderer's representative who choose to attend.

10.2 The Tenderer's representatives who is present shall sign minutes of Bid opening evidencing their attendance.

10.3 In the event of the specified date of Bid opening being declare a holiday for the purchaser, the Bids shall be opened at the appointed time and location on the next working day.

### 11. BHEL's right to accept any Bid and to reject the Bid:

11.1 The purchaser reserves the right to accept or reject any Bid and to annul the Bid process and reject the Bid at any time prior to award of contract. Without thereby incurring any liability to the effected Bidder or Bidders of any obligation to inform the affected Bidder or Bidders of the grounds for the purchaser's action.

### 12. Notification of contract and placement of work order:

12.1 Prior to the expiration of the period of bid validity the purchaser will notify the successful Bidder in writing that its bid has been accepted.

12.2 The notification of award will constitute the formation of the contract.

### 13. Signing of Contract:

13.1 At the same time as the BHEL notifies the successful Bidder that its Bid has been accepted, the BHEL will send the Bidder the Contract Form provided in the Bid documents, incorporating all agreements between the parties.

13.2 Within 3 days of receipt of the contract form, the successful bidder shall sign with date the contract and return it to the BHEL.

### 14. Performance Security:

14.1 Within 3 days of notification of the award, the successful bidder shall furnish the Performance Security in the form of Fixed Deposit Receipt/ Demand Draft/ Banker's Cheque of a scheduled Bank amounting to **Rs.6,16,850/- (Six Lakhs sixteen thousand eight Hundred Fifty Rupees only) valid for 3 months.**

14.2 Failure of the successful Bidder to furnish the Performance Security shall constitute sufficient grounds for the annulment of the award.

### **The security Deposit will be collected before start of the work.**

l) Security Deposit may be furnished in any one of the following forms:

a) Cash (as permissible under the Income Tax Act)

b) Pay Order, Demand Draft in favour of BHEL.

c) Local cheques of scheduled banks, subject to realization.

d) Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc.

(Certificates should be held in the name of Contractor furnishing the security and duly pledged in favor of BHEL and discharged on the bank

e) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act subject to a maximum of 50% of the total security deposit value. The balance 50% has to be remitted either by cash or in the other form of security. The Bank Guarantee format should have the approval of BHEL.

(Tenderer)

(For BHEL)

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- f) Fixed Deposit Receipt issued by Scheduled Banks / Public financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.
- g) Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit should be collected before start of the work and the balance 50% may be recovered from the running bills.
- h) EMD of the successful tenderer shall be converted and against the security deposit.
- i) The Security deposit shall not carry any interest.  
NOTE: Acceptance of Security Deposit against Sl. No.5(d) and 5(f) above will be subject to hypothecation or endorsement on the documents in favor of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewable of the documents or in any other matter connected therewith.
- j) The Security Deposit will be forfeited and credited to BHEL in the event of breach of any of the terms and conditions of this contract by the supplier.
- k) The Security Deposit will be refunded by BHEL after due fulfillment of the contract, on the contractor rendering a No Demand and No Due Certificate, and after adjusting any sums due to BHEL from the supplier under this contract or under any other contract with this division or any other sister division of BHEL.

### 15. Payment

15.1 The Supplier's request for payment shall be made to the SDGM/HR in writing accompanied by an invoice /Bill describing, as appropriate, the Services provided, rate and amount.

15.2 Payment shall be made promptly by the Purchaser, but in no case later than thirty days of after submission of an invoice/ bill or claim by the supplier, subject to the claim is in order.

### 16. Purchaser right to vary quantities:

16.1 The purchaser reserves the right to increase or decrease the quantity of Breakfast specified or delete/add without any change in terms and conditions.

### 17. Termination of Default:

17.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice to default sent to the supplier terminate the contract in whole or in part.

- It the supplier fails to execute the contract by the date specified in the order or within any extension thereof granted by the purchaser.
- If the supplier fails to perform any other obligation(s) under the contract.
- If the supplier in the judgment of the purchaser has engaged in corrupt or fraudulent practices in executing the contract.

(Tenderer)

(For BHEL)

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### 18. Force Majeure:

18.1 Notwithstanding the provisions of clause 16 and 19 the supplier shall not be liable to forfeiture of its performance security, liquidated damages of termination of default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of force majeure.

18.2 "Force Majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include but are not restricted to acts of the purchaser either in its sovereign or contractual capacity, wars or revolution, floods, epidemics, quarantine restrictions and freight embargoes.

18.3 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the supplier 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.

### 19. Resolution of disputes:

19.1 The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.

19.2 Any dispute is subject to the jurisdiction of Bangalore Courts only.

### 20. Special conditions:

20.1 All risks of loss or of damage to physical property and of personal injury and death, which arise during in consequence of the performance of the contract other than excepted risks are the responsibility of the Supplier.

20.2 The employees of the supplier in no case will be treated as the employee of the Purchaser at any point of time.

20.3 The supplier shall abide at all times by all labor laws regulations, Rules, Act etc.

## Scope of BHEL in this Contract

### 1. Scope of BHEL, will be:

To provide – Space for distribution of Breakfast.

To provide – Drinking Water facilities

To provide- The Required drinking glasses and serving plates.

To provide- The furniture for the employees.

To Provide -Water for cleaning activities.

(Tenderer)

(For BHEL)

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Annexure "A"

## General Terms & Conditions

1. The contract will be valid for one year which can be extended for further period with mutual acceptance.
2. Price quoted as on Price Bid and Format will be firm for one year.
3. Payment of the engaged Staff will be settled (full and final) – will be the discretion of the Supplier only.
4. The Breakfast items must be brought to EDN, BHEL, in fully prepared state and ready to be served condition.
5. The ingredients used while preparing the Breakfast items must be cleaned of any foreign objects and of good brand & high quality like ISI brand.
6. The purchaser holds the right to check the quality of Breakfast and decide its acceptance or rejection. If there is any complaint regarding quality of Breakfast then the supplier has to make changes in the quality of the Breakfast as per the purchaser's satisfaction.
7. The payment will be made to the supplier subjected to acceptance of Breakfast item by the purchaser.
8. The menu for Breakfast item must change every day as mentioned in the tentative menu i.e., Annexure "D".
9. If "the Purchaser" find any particular Breakfast item containing any foreign objects and is prepared of below grade ingredients, then "the Supplier" can be penalized and the supplier will have to oblige as per the Purchaser's requirements (specifications).
10. Any change desired by "the Purchaser" in the Item of Breakfast or the Quantity of Breakfast will be informed to "the Supplier" One day in advance and accordingly the Supplier will have to make change.
11. Transport for Loading / Un-loading of day to day requirement of Breakfast etc, will be arranged by the Supplier only.
12. Timing of serving the Breakfast has to be maintained regularly, as and when fixed with management time to time.
13. Tenderer must ensure that the deployed Staff is maintaining proper personal Hygiene.
14. Tenderer must ensure that the payment of staff and all other issues will be settled from their ed only.
15. Tenderer must ensure about the daily cleanliness of used space and furnitures for breakfast and Dining Hall/ working area and keep the same in proper Hygienic condition.
16. Tenderer shall provide the conveyance to their staff and BHEL will not be having any liability in this regard.
17. Tenderer must ensure the used kitchen equipment and other utensils shall be washed/cleaned in hot water/pressurized steam.
18. The Periodic inspection will be done from time to time.
19. The Periodic certification from authorized third party from time to time.
20. The Tenderer is expected to examine all instructions forms, terms and conditions in bid documents. Submission of a bid not substantially responsive to the documents in very respect will be at the bidder's risk and may result in the rejection of its bid.

Seal and Sign of the Party

(Tenderer):

(For BHEL):

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**BHEL-EDN, MYSORE ROAD, BANGALORE**

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Annexure- "B"

## BID FORM

TO  
The SDGM/HR  
Bharat Heavy Electricals Limited,  
BHEL-EDN,  
Mysore Road,  
Bangalore - 560026

Sir ,

Having examined the Bid Documents, the receipt of which is hereby duly acknowledged, we the undersigned, offer for providing Breakfast 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 Breakfast services within 15 days period as specified in the Bid document.

If our bid is accepted we will submit the security deposit amount.

We hereby agree to all Terms and Conditions of this Bid for a period of 90 days after the date fixed for Commercial bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your 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 in Bid pooling against Law against fraud and corruption my/ our firm may be black listed.

Further we certify that our organization is not blacklisted by any Govt. Department.

(Signature)  
Name & Seal of the Firm

Place:

Date:

(Tenderer)

(For BHEL)

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Annexure-“C”

## CONTRACT FORM

This Agreement made on the \_\_\_\_\_ day of \_\_\_\_\_ 2012  
Between (Name of the Purchaser and address) (hereinafter “The Purchaser”) of the one part  
and (Name of the supplier & address) (Hereinafter the “supplier”) of the other part.

WHEREAS the purchaser is desirous that certain Services should be provided by the Supplier, viz, (BREAK FAST FOR BHEL-EDN EMPLOYEES) and has accepted a bid by the Supplier for providing the services in the sum of Rs.----- per (250 Gms.) plate of Breakfast (Contract Price in Words and Figures) ( hereinafter “the Contract Price”).

### NOW THIS AGREEMENT WITNESSED AS FOLLOWS:

1. In this agreement works and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - The Bid Form and Price Schedule submitted by the Bidder
  - The General Terms & Conditions of Contract as per Annexure “A” of the Tender document.
  - The “Instruction to Bidders”.
  - The Purchaser’s Notification of Award i.e, Work Order to the Supplier.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenant with the Purchaser to provide the Foods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

Said \_\_\_\_\_ (For the Purchaser)

In the presence of \_\_\_\_\_

Signed. Sealed and Delivered by the

Said \_\_\_\_\_ (For the Supplier)

In the presence of : \_\_\_\_\_

(Tenderer)

(For BHEL)

# TENDER DOCUMENTS FOR BREAK FAST FOR EMPLOYEES

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Annexure “D”

## PRICE BID AND FORMAT FOR BREAKFAST

SI No.	Description	Unit Rate/plate (In Rupees) Including all taxes and services			
		For (800 to 900) plates	For (901 to 1000) plates	For (1001 to 1100) plates	For(1101 to 1200) plates
01	<b>Breakfast (The Tentative Breakfast Menu is given below in the Table)</b>				

- a) The Breakfast is for approximately for 800 to 1200 Employees. The Tentative Breakfast Menu is given below. Please quote separately in different slabs as given above (for 800-900, 901-1000....plates).
- b) Do not quote Individual Breakfast Rates ( For ex: Do not quote for Idly, Pongal, and Upma etc. separately). One average rate of Breakfast Per plate is to be quoted which will be same for all items throughout the whole week.
- c) However the payment will be made as per Total Weight of the supplied Breakfast item (Excluding weight of Chutney, Raitha and Khara Boondi, sambar etc.).

**For Example: If the Total weight of Breakfast like Pongal or Bisibele Bath supplied is 300 KG (Excluding Raitha / KharaBoondi), the payment will be made for 300 KG / 250Gms = 1200 Plates. Hence payment paid will be 1200 X (Unit Rate/plate).**

### TENTATIVE BREAKFAST MENU

SL NO.	DAY	OPTION – I	OPTION- II
1	MONDAY	04 IDLI (250 gms) AND CHUTNEY	VEG KHARA BATH (250 gms) AND CHUTNEY
2	TUESDAY	KHARA PONGAL (250 gms) AND RAITHA	AVALAKKI BATH (250 gms) AND CHUTNEY
3	WEDNESDAY	VEG UPMA (250 gms) AND CHUTNEY	VEG PULAV (250 gms) AND RAITHA
4	THURSDAY	PULIOGERE (250 gms) AND CHUTNEY	04 IDLI(250 gms) AND SAMBAR
5	FRIDAY	VEG PULAV (250 gms) AND RAITHA	BISIBELE BATH (250 gms) AND KHARA BOONDI
6	SATURDAY	BISIBELE BATH (250 gms) AND KHARA BOONDI	04 IDLI (250 gms) AND CHUTNEY

The Breakfast are to be supplied at DINING Hall no - 1 in Canteen, EDN, BHEL.

The above menu and quantity requirement is tentative in nature may vary time to time.

(Tenderer)

(For BHEL)

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Annexure "E"

Bidder Name & Address

### **BRIEF SUMMARY, AGREED TERMS & CONDITIONS AND CHECK LIST**

This questionnaire duly filled in should be returned along with each copy of Un-priced Bid Clause confirmed hereunder should not be repeated in the Bid. ALL THE COMMERCIAL TERMS & CONDITIONS SHOULD BE INDICATED IN THIS FORMAT ONLY IF REQUIRED DETAILS INCLUDING DEVIATIONS TO GENERAL CONDITIONS OF CONTRACT (GCC) IF ANY SHOULD BE INDICATED AS AN ANNEXURE TO THIS FORMAT

Sl No	Description	Bidder's Conditions in (Agreed/Not Agreed or N/A )	Clause No. Of Bid Document enclosed/placed
01	It is noted that deviations to Terms & Conditions shall lead to loading of prices or rejections of offer, as specified in the Bid Document		
02	Confirm that the offer shall remain valid for acceptance up to 4 months form Final Bid Due/date of opening of Bids.		
03	Bidder's name and address ..... ..... .....		
04	Confirm acceptance of contract period as per requirement Specified in Bid Document		
05	Customer references and confirmation of requirement Specified in Bid Document.		
06	Confirm complete technical literatures / catalogues and User reference list, if applicable, is submitted along with the offer.		
07	Confirm acceptance of Price Reduction Schedule (PRS) & penalty for delay in completion / delivery beyond contractually agreed delivery schedule as specified in the Bid Document.		
08	Confirm acceptance of relevant terms of payment as specified in the Bid Document		
(Tenderer)		(For BHEL)	

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09	<p>(i) Confirm quoted price will remain firm and fixed till complete execution of the order. Facts of intent shall be placed within offer validity as notification of Award of contract .</p> <p>ii) If variable, confirm price variation formula with base indices an maximum ceiling in terms of percentages of quoted prices.</p>		
10	Confirm that the GOODS SERVICES shall be guaranteed against defective materials/ Workmanship etc, as per special conditions of contract of Bid Document		
11	<p>a) Confirm acceptance in toto of the terms &amp; conditions contained in</p> <p>i) Instructions to Bidders and Other instructions.</p> <p>ii) General terms &amp; conditions of contract (GCC). special conditions of contract (SCC) &amp; Scope of work</p> <p>iii) All other commercial Documents/attachment of Bid Document.</p> <p>b) In case of Site work, confirm acceptance of Terms &amp; conditions for Site work as contained in the Bid Document.</p> <p>c) In case of reservations, confirm that clause wise comments have been specified as annexure to this format</p> <p>All the terms &amp; Conditions have been indicated in this format ( including annexure, if any ) and have not been repeated in the bid elsewhere. It is noted that Terms &amp; conditions indicated elsewhere including any printed Terms &amp; Conditions , shall not be considered by Owner.</p>		
12	All correspondence must be in English language only.		
13	Indicate name & Contract Telephone/ Fax No. of person(s) to whom queries, if any are to be addressed against your bid.		
14	Owner reserve the right to make any change in terms & conditions of the Bid Document and to reject any of all bids including those received late of incomplete		
15	Confirm Quoted price are Firm.		
16	Confirm submission of EMD/Bid Bond.		
17	Confirm acceptance to Scope of work as per tender document.		
18	Confirm acceptance to Specifications of tender document.		
19	Price Schedule.		
20	Delivery / Completion Schedule.		
21	Period of Validity of Bid.		
22	Price Reduction Schedule		

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23	Confirm acceptance to performance Bank Guarantee / Security Deposit as per tender document.		
24	Confirm acceptance to Guarantee as per tender document.		
25	Confirm acceptance to Arbitration Resolution of Dispute as per tender document		
26	Confirm acceptance to Force Majeure as per tender document		
27	Confirm acceptance to Applicable laws as per tender document		
28	EPF Registration in case of domestic bidder.		
29	Any other condition specifically mentioned in the tender documents elsewhere that non-compliance of the clause lead to rejection of the bid.		
30	Confirm submission of copy of following i) ESIC & PF registration as per BEC ii) Copy of audited Balance Sheet as per BEC iii) Copy of client certificate for single work execution as per BEC Documentary evidence towards experience of similar work I preceding 03 years on as per BEC		
31	Confirm service charge quoted is not in negative and are more than zero.		

**BIDDER CONFIRMS THAT IN CASE OF CONFLICTING VERSION OF VERSION OF VARIOUS TERMS & CONDITIONS AT DIFFERENT PLACES, THE CONFIRMATION FURNISHED AS ABOVE SHALL BE CONSIDERED OVER-RIDING AND FINAL AND ANY OTHER DEVIATION INDICATED ELSEWHERE SHALL BE TREATED AS REDUNDANT.**

Signature  
Name  
Designation  
Office Stamp  
Bidder's Offer No.....

(Tenderer):

(For BHEL):

**TENDER DOCUMENTS FOR BREAK FAST FOR EMPLOYEES**

**BHEL-EDN, MYSORE ROAD, BANGALORE**

**Tender Enquiry No. EDN/701/Wet BF1/2012 dated 09/03/2012**

**Annexure-F**

**TECHNICAL BID (DATA SHEET)**

1. Name of the Contractor :.....

2. Residential address :.....

.....

.....

.....

Telephone Number :.....

3. (i)Name of the Firm with Address :.....

.....

.....

E-Mail address if any :.....

Telephone Number :.....

Fax Number :.....

(Tenderer)

(For BHEL)

**TENDER DOCUMENTS FOR BREAK FAST FOR EMPLOYEES**

**BHEL-EDN, MYSORE ROAD, BANGALORE**

**Tender Enquiry No. EDN/701/Wet BF1/2012 dated 09/03/2012**

3. (ii) Whether proprietary /

Partnership Firm/Company:Proprietary/Partnership/Company(please tick)  
(Enclose Firm Registration Certificate Copy).

4. Name of the contact person for Contractor.....

Telephone Number .....

5. Total number of persons employed :.....

a) Permanent :.....

b) Temporary :.....

6. Number of years of experience in the Operations: .....

7. Whether income Tax payee: YES/NO, IF YES PAN NO:.....

TIN NO....., TAN NO.....

a) PF Code :.....

b) ESI Code :.....

c) License under CL (R& A) ACT, 1970 :.....

d) Service tax Registration No :.....

e) Details of EMD :.....

8. Number of contracts on hand :.....

(Tenderer)

(For BHEL)

# TENDER DOCUMENTS FOR BREAK FAST FOR EMPLOYEES

## BHEL-EDN, MYSORE ROAD, BANGALORE

Tender Enquiry No. EDN/701/Wet BF1/2012 dated 09/03/2012

9. Details of contracts executed with PSU /

Pvt.Sector with contract value & nature of

Work handled & duration and period. :

Sl.No	Name of PSU / Private Organization	Nature of work	Contract value (Rs)	Duration(No.of years)	Period (from-To)

(Attach separate sheet if necessary)

Please furnish/enclose the copies of the following certificates:

- a) Solvency Certificate.
- b) IT Returns for the years, 2008-09, 2009-10, 2010-11.
- c) PF & ESI Codes allotment letter.
- d) Latest Income Tax Clearance Certificate.
- e) Performance Certificate from the Organizations where contracts executed for the last seven years.
- f) Under shops and establishment ACT.
- g) Service Tax Registration Certificate.

We will fulfill all the obligations of the contractor and abide by the terms and conditions mentioned in the tender documents and has signed this after understanding the same.

I/We declare that, there was never / is no case or charge under investigation / enquiry / trial against me / us, nor conviction in a Court of Law or suspended or blacklisted by any organization on any grounds.

Place:

Signature:

Date:

Name:

(Tenderer):

(For BHEL):