



Bharat Heavy Electricals Ltd.
Corporate Administration
BHEL House, Siri Fort, New Delhi-49

TENDER NO. : AA: GAX: 12: CS: 002

Dated : 07th January, 2012

Due Date for submission of bids : 21st January, 2012 (by 15:00 Hrs.)

**Sub: Open Tender for Job contract of Canteen services at BHEL house, Asiad -
Cooking of lunch for 700-1000 persons and its other allied services**

Dear Sir(s),

Quotations are invited, in two part bid, in a sealed cover with Enquiry No., Enquiry Date & Due Date, legibly super-scribed on it, for the Scope mentioned herewith as per the enclosed Terms & Conditions. The quotation should reach, along with this letter, in the office of the undersigned by 15:00 hrs. on OR before the due date. Part-I bids shall be opened at 15:30 hrs. in our office, on the due date of submission of offers. The tender documents consist of the following:

S.No	Description / Instructions
1.	<p>A. This letter (Notice Inviting Quotations)</p> <p>B. Techno-Commercial Bid – Part-I Bid (Annexure-“A”)</p> <ul style="list-style-type: none">a. Instructions for the biddersb. Detailed scope of job/services (Annexure-F1)c. Pre Qualifying Criteriad. Documents required in support of Pre-Qualifying Requiremente. General terms & conditionsf. Special terms and conditionsg. Contractor’s obligationh. BHEL Monthly consolidated wage for various category of workers (Annexure-F2)i. Draft of Declaration by Bidders (Annexure-F3)j. Draft of Acceptance letter / No deviation statement (Annexure-F4)k. Technical details (Annexure-F5)l. Bidder’s details (Annexure-F6)m. Declaration Regarding The Status Of The Firm And Abatement (Annexure – F7)n. Estimate Sheet for building up the Total Monthly Lump Sum Amount (Annexure-F8)o. Check list (Technical Bid) (Annexure-F9)p. Tentative Lunch Menu (Annexure-F10) <p>C. Price Bid: Part-II Bid (Annexure-“B”) – [Un-priced bid “with quoted” to be submitted along with Part-I bid.]</p>

2. IMPORTANT INSTRUCTIONS:

1. Bidders are required go through all the above mentioned documents before submitting the bid.
2. Offers should be submitted in Two Parts as described in Annexure-"A" & "B".
3. The prices must be **quoted in the enclosed Price Format only.**
4. The offers shall remain valid for three months from the date of opening of Part-I Bid and 60 days from the date of opening of Price Bids / Reverse Auction (RA), whichever is later.
5. Price Bids opening / Participation in RA shall be for the technically & commercially acceptable bidders based upon Part-I Bid evaluation.

Part-I offers of the parties shall be opened on the **Due Date of Opening i.e. 21st January, 2013 at 15:30 Hrs, in our office** in the presence of authorized representatives of the parties. Due date for opening of Part-II / participation in RA shall be informed separately to technically and commercially acceptable bidders.

The bidders shall inspect the site of work (i.e. BHEL House, Jeevan tara building and Vasant square Mall) to understand the scope of work in totality and see the infrastructure available in the respective buildings. He should accordingly quote in the price bid format. For coordination/clarification they may contact Shashank Koshta (HR-GAX) on Telephone No. 011-66337427 / mobile No.- 8882451962 or e-mail : shashankk@bhel.in

Any corrigendum to this tender, if issued by BHEL in future, will be uploaded on the BHEL website (www.bhel.com) and e-procurement portal of government of India (<http://eprocure.gov.in/cppp/>). Therefore, the bidders are advised to keep visiting the websites regularly. Any clarification, if required, should be sought from the undersigned.

Thanking you,

Yours faithfully,
for and on behalf of B.H.E.L.

(Charanjit Chawla)
Manager (HR-GAX)
Telephone No. 011-66337404
Mobile No. 9818688315
e-mail : charanjit@bhel.in

PART ‘I’ – TECHNO- COMMERCIAL BID

A. INSTRUCTIONS FOR THE BIDDERS

1. The offer shall be submitted as per the instructions of tender document. Only one set of tender document duly signed by authorized representative of bidder and signed & stamped on each page shall be submitted as detailed further. Bidder should note specifically that all pages of tender document, including the NIT page for this particular tender shall be submitted by them (after signing/ stamping on each page) as a part of their offer. Price shall not be mentioned by them anywhere in the techno-commercial portion of offer, except in the relevant price bid and submitted in separate sealed envelope. In case of any clarification, bidder may contact this office.
2. Tender documents are also available on BHEL web site i.e. **www.bhel.com** and/or e-portal and the same can be downloaded and used as tender document for submitting the bid.
3. All documents submitted by the Bidder in his tender shall be accompanied with a covering letter giving index interlinking all the documents.
4. No overwriting / correction in tender documents by bidder shall be allowed. However if correction is unavoidable, the same must be signed by authorized signatory.
5. Tender must be submitted in two parts, i.e., (i) Techno-Commercial Bid along with un-price bid and (ii) Price Bid. The bidder must submit their tenders in three separate sealed envelopes prominently super scribed as ‘EMD Deposit’, Part – I ‘Techno- commercial bid’ and Part-II ‘Price Bid’, and the NIT No. & due date on each of the envelope. These three separate envelopes shall together be kept in fourth envelop super scribed with name of Job/ services, NIT No. & due date of opening.
6. Techno-commercial bid should contain all the documents in proof of Pre- qualifying criteria, signed tender document including the NIT page (i.e. including the first page), Instructions for bidder, General conditions, Special Conditions, Contractor’s Obligations, un-price bid, Scope of Job/ services all the annexure duly filled & signed by the bidder and the envelope containing EMD etc.
7. Bid without requisite earnest money will not be considered.
8. The bidders shall submit the Bank details along with a cancelled cheque for NEFT/RTGS.
9. Price Bid should contain only the “Part-II, Price Bid Format” after quoting the rates as specified in the Price bid format.
10. Rate shall be inclusive of all taxes which shall be quoted separately in same price bid format. Rates must be quoted in figures as well as in words. However in case of any conflict/confusion between the two the higher shall be considered for evaluation and lower rate shall be considered for ordering. BHELs decision regarding the same shall be final and binding.
11. On the date of opening of tender, only Techno-Commercial (Part-I) Bid shall be opened.

12. BHEL may finalize successful bidder by **opening of sealed price bid** or by conducting **online Reverse Auction**. Date of opening of sealed Price Bid / conducting of online Reverse Auction will be intimated by phone, by post or e-mail separately to the concerned bidder who would qualify in the PQR of Techno-Commercial bid as per tender document.
13. BHEL reserves the right to accept or reject any or all offers without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).
14. In case any typing error/other clerical errors is noticed by the bidder, in the tender documents, the same must be pointed out and got clarified before submission of offer, or else, BHEL's interpretation shall prevail & shall be binding on the bidder.
15. The Bidder should accept all terms & conditions of the tender unconditionally. Tenders with deviations from terms and conditions are likely to be rejected.
16. The bidders are advised to inspect & examine the BHEL Offices in Asiad i.e. place of services and obtain all the necessary information related to the scope of Job/ services/ specifications, risk & contingencies involved before submitting their offers. Any queries regarding this tender may be clarified from Manager (HR-GAX), on Telephone No. 011-66337404 / mobile No.- 9818688315 or e-mail : charanjit@bhel.in OR Shashank Koshta (HR-GAX) on Telephone No. 011-66337427 / mobile No.- 8882451962 or e-mail : shashankk@bhel.in
17. The bidders or their representative may attend the opening of techno-commercial bid (Part-I) and the technically qualified bidders or their representative may attend the opening of Price bid (Part-II).
18. The bidders shall inspect the site of work (i.e. BHEL House, Jeevan tara building and Vasant square Mall) to understand the scope of work in totality and see the infrastructure available in the respective buildings. He should accordingly quote in the price bid format.

DETAILED SCOPE OF JOB / SERVICES

- I. Collection of raw material for cooking of food, one day in advance from 14.00 hrs onwards from BHEL person in-charge after submission of proper form available from BHEL Canteen Store.
- II. Cleaning and proper washing of all the raw material (e.g. rice ,pulses, vegetables, spices etc.) prior to cooking of tasty & hygienic lunch as per Menu decided by BHEL (Tentative lunch menu is enclosed as Annexure-F10)on an average for 700-1000 persons per day at BHEL House, Asiad, New Delhi-49.
- III. Transportation of 125 cooked lunch along with required labour from Siri Fort to Vasant Square Mall in Vasant Kunj for PMG and CCG staffs. The transport has to be arranged and paid by the contractor.
- IV. Transportation of 25 cooked lunch along with required labour from Siri Fort to Jeevan Tara building for CC staffs. The transport has to be arranged and paid by the contractor.
- V. Filling the Lunch thalies hygienically with food in the respective buildings (i.e. BHEL House, Jeevan tara building and Vasant square Mall) and distributing the same at the seat of BHEL employees against the BHEL lunch coupons with the help of trolleys on all working days. This distribution of lunches should be between 12.50 PM to 1 PM daily and any delay in distribution may lead to LD.
- VI. Collecting back of used utensils from all the floors of building back to washing area of the respected buildings for washing (before 2 PM daily).
- VII. Washing of lunch plates and kitchen utensils, kitchen area, lunch trolleys, lunch distribution centre at basement daily on all the working days.
- VIII. Thorough Cleaning of canteen area and performing other hygiene related activities on second and last Saturday of every month.

Working days of Canteen

Lunch will be prepared and served on all working days except all Sundays, second and last Saturdays of the month and gazette holidays and other govt. holidays as declared by BHEL, Delhi from time to time. However, workers are required to come on second and last Saturday of every month for performing cleaning and other hygiene related activities in BHEL house, Asiad.

Note –

1. Infrastructure / facilities like (i) Kitchen space (ii) lunch thalies & covers (ii) kitchen equipment (iv) lunch trolleys (v) fuel piped natural gas IGL gas] (v) water (vi) electricity, will be provided by BHEL to the contractor. Proper receipt of all the equipments / utensils will have to be given to BHEL by the contractor, at the time of commencement of job contract.
2. The Manpower mentioned by the contractor at Annexure-F5 should be deployed by him for the above Job/services irrespective to any absentees. Lunch should be served on all the employees' seat between 12.50 PM to 1 PM daily.

3. The raw material for cooking, cleaning and washing will be issued to Caterer one day in advance from 14.00 hrs onwards by BHEL person in-charge after submission of proper form available from BHEL Canteen Store. The quantity of raw material will be issued on the basis of norms decided by BHEL.
4. Number of persons for whom lunch would be prepared may vary from 700 to 1000 as per our requirement.
5. The job will not be split to more than one party.
6. BHEL reserves the right to inspect the food prepared in respect of quality and hygiene. In case of any discrepancy, it may result in cancellation/termination of the contract, apart from Penalty/LD.
7. In case of food poisoning/contamination, the contractor shall be held fully responsible and he shall bear all the loss caused due to the same and BHEL shall assume no responsibility whatsoever.
8. It shall be the contractors liability that no foreign material unfit for human consumption is found in the cooked food.
9. The bidders shall inspect the site of work (i.e. BHEL House, Jeevan tara building and Vasant square Mall) to understand the scope of work in totality and see the infrastructure available in the respective buildings. He should accordingly quote in the price bid format.

C. PRE QUALIFYING CRITERIA

- 1) EMD of Rs. 1,50,000/- only in the form of Pay Order or Demand Draft in favour of BHEL, payable at New Delhi, must be submitted in a separate envelope. Tender not accompanied with EMD / EMD submitted in any forms other than PO & DD will not be accepted. Tender without requisite EMD will not be considered for further evaluation.
- 2) The bidder should have PAN No., Service Tax Registration No. & ESI Registration No.
- 3) The bidder's average annual financial turnover during the last three financial years (i.e. 2009-10, 2010-11 and 2011-12) ending 31st March'12 should be at least **Rs. 14.26 lakhs**.
- 4) The experience of having successfully completed similar Job/ services (*Similar nature of Job/ services means the business of providing services related to running of the Canteens/Messes of Institutions/Organizations/Companies/Guest Houses, which involves preparation of lunches, distribution of the same at employees' seat and other allied activities as specified in the scope of work*) during last 7 years ending on 30.11.2012 should be either of the following:-
 - a) Three similar completed jobs/ services costing not less than **Rs. 19.01 Lakhs each**.
Or
 - b) Two similar completed jobs/ services costing not less than **Rs. 23.76 Lakhs each**.
Or
 - c) One similar completed jobs/ services costing not less than **Rs. 38.02 Lakhs**.

D. DOCUMENTS REQUIRED IN SUPPORT OF PRE-QUALIFYING REQUIREMENT

- a) Complete tender document in all respects duly signed & stamped on each and every page by the authorized signatory of the bidder as a token of acceptance of all the terms and conditions of tender.
- b) Audited copy of Balance Sheet and profits & loss Account statements of last three financial years i.e. FY, 2009-10, 2010-11 & 2011-12 (AY 2010-11, 2011-12 & 2012-13 respectively) In case of unavailability of Balance Sheet & Profit & Loss statement for FY 2011-12, CA certificate for the same shall be furnished.
- c) Copy of acknowledgements of IT return of last three financial years i.e. FY 2009-2010, 2010-11& 2011-12 (AY 2010-11, 2011-12 & 2012-13 respectively).
- d) Copies of Work Orders/ award letters along with certificates of successful completion in support of proof of experience for the jobs/ services executed by the bidders during last 7 years ending on 30.11.2012. BHEL reserves the right to cross check the documents from the issuing department. The certificate of successful completion should also mention/indicate the quantum of business done during the contract period specified in the certificate.
- e) The services of well trained and experienced chefs/cooks for cooking of food shall be desirable. Bidder must submit details along with experience of chefs/cooks available with him.

- f) Copy of the PAN card, Certificate of Service Tax Registration No. & ESI registration No.
- g) The Bidder must submit a declaration (enclosed at Annexure –F3), that no case is pending with the police/ court against the proprietor/ firm/ partner or the company (Agency). As well as the bidder has not been suspended / blacklisted by any organization.
- h) No deviation certificate as per Annexure – F4 (enclosed) must be signed and stamped.
- i) Bidder must submit the technical details in the enclosed format (Annexure-F5).
- j) Bidder must submit the bidder's details in the enclosed format (Annexure-F6)
- k) Bidder must submit the declaration about service tax enclosed at (Annexure-F7) duly filled and signed.
- l) Signed and stamped Estimate Sheet enclosed at (Annexure-F8) as a token of proof that he has build the Total Monthly Lump Sum Amount according to the format provided.
- m) Bidder must submit the check list enclosed at (Annexure-F9) after duly filled and signed.
- n) Signed and Stamped Un-priced bid (The bidder has to write "Quoted" in places where he has quoted in the Price Bid at Annexure-B)

E. GENERAL TERMS & CONDITIONS

- 1) Tenders received late /in open condition/without EMD/ not meeting the tender Condition / incomplete in any respect are likely to be rejected.
- 2) The offer of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of the banned firms is available on BHEL web site **www.bhel.com** and e-portal of Govt. of India.
- 3) BHEL will not be responsible for the postal delay under any circumstances for non receipt of Tenders by due date & time.
- 4) The rate should be indicated both in words and figures. All entries in the Tenders must be written in ink or typewritten. Over-writing should be avoided. Corrections, if any, should be attested with signature by the bidder.
- 5) The bidder shall indicate **Detail number of Manpower** likely to be deployed by him for the scope of Job in Annexure-F5. The Manpower indicated in the tender should be deployed by the contractor against the scope of Job / services mentioned at Annexure-F1 irrespective to any absentees.
- 6) Amount to be paid by the contractor to the labour would be according to the **BHEL wages as mentioned in Annexure-F2** and will vary depending on the periodic VDA increase, as and when notified by the Government.
Contractor has to make the payment to their respective workforce (according to Annexure – F2)

latest by 7th day of every calendar month by way of direct transfer by NEFT in the respective account of contract worker. The contractor will also issue a salary slip to each of the workforce deployed against this contract. Contractor has to ensure timely deposit of PF and ESI as per the provisions of the act. At the time of submitting the monthly bill for payment by BHEL, the contractor has to submit the details of payment of wage & salary to their work force, proof of payment or transfer in the accounts of its workforce, proof of deposit of PF, ESI, premium for insurance, service tax etc. which will be for the purpose of ensuring that contractor has complied with the statutory requirement.

7) Job Contract may be cancelled at any stage without assigning any reason by giving a notice of one month to the contractor and contractor will not have any claim in this regard.

8) **EVALUATION CRITERIA**

Overall L1 bidder will be decided based on the **Sl. No. 3** of the Price Bid i.e. **“Total amount per month (inclusive of all taxes)”**.

9) **CORRECTION OF ARITHMETIC ERRORS:**

Provided that the bid is substantially responsive, BHEL shall correct arithmetical errors on the following basis:

- a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the net effect of which is lower/favourable to BHEL shall prevail (i.e. in case the “unit price x quantity” comes out to be lesser than the Total price quoted , the **new** total as per the “unit price x quantity” shall be considered AND in case the total price is lesser than “unit price x quantity” then the total price shall be considered), unless in the opinion of the BHEL 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 shall be corrected. BHELs decision in this regard shall remain final and binding.
- b) If there is an error in a total corresponding to the addition or subtraction of subtotals, then by calculation whichever comes out as lesser shall prevail and the total shall be corrected.
- c) 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 to (a) and (b) above. However, in case of Gross violation/mismatch between the two, BHEL reserves the right to choose the most favourable/lower amount based on the situation and BHELs decision regarding the same shall be final and binding.
- d) If any bidder does not accept the correction of errors, their bids will be disqualified.

10) **CONTRACT PERIOD:** The contract period will be for two years from the date of award which can further be extended for one year on the same rates, terms & conditions on the mutual agreement in writing between the company and the contractor on satisfactory performance of the contract.

11) **SUBLETING:** The Contractor shall not sublet, transfer or assign the contract or any part thereof to any other person/company/organization.

12) **WATER & ELECTRICITY:** Water and electricity shall be supplied to the contractor by BHEL free of cost subject to proper utilization of Water, Electricity & PNG connection provided in the BHEL House.

13) **PAYMENT TERMS:**

- a) Payment will be made on monthly basis.
- b) The rates quoted in the “PRICE BID” would remain firm for the entire contract period of two years and the extended period (if any). However, VDA and its impact on statutory/ payments as and when announced by designated authority shall also be admissible during the course of the contract.
- c) Bills raised by the Contractor shall be certified by the officer in-charge of BHEL by 1st working day of every month and the best efforts shall be made to release the contractual payments within 5 working days from the date of receipt of complete bill. However, no interest shall be paid for any delay in making the payment.
- d) All payment will be subject to deduction of taxes at source as per Income Tax Act & Rules.
- e) **Contractor has to make the payment to their respective workforce (according to Annexure – F2) latest by 7th day of every calendar month by way of direct transfer by NEFT in the respective account of contract worker.** The contractor will also issue a salary slip to each of the workforce deployed against this contract. Contractor has to ensure timely deposit of PF and ESI as per the provisions of the act.
- f) At the time of submitting the monthly bill for payment by BHEL, the contractor has to submit the details of payment of wage & salary to their work force, proof of payment or transfer in the accounts of its workforce, proof of deposit of PF, ESI, premium for insurance, service tax etc. which will be for the purpose of ensuring that contractor has complied with the statutory requirement. The documentary evidence for the same shall be attached with the wage bill of next month.

14) **LIQUIDATED DAMAGES (LD)**

In case of delay (i.e. non-delivery of lunches latest by 13:15 hrs on all working days on every seat), BHEL may arrange the food at contractor’s risk and cost and this delay would attract a penalty as per details mentioned in the table.

Sl. No.	Non-delivery of lunches latest by	Penalty (% of Day’s cost)
1.	13.15 hrs	2.5 %
2.	13.30 hrs	5.0 %
3.	13.45 hrs	7.5 %
4.	14.00 hrs & onwards	10.0 %

15) **PENALTY CLAUSE:**

(a) Penalty in case of inferior quality of food: BHEL reserves the right to inspect the quality of cooked food every day prior to its distribution. In case BHEL finds the quality of food as unsatisfactory, the contractor will be penalized a maximum of 10% of the actual payment of that day on pro-rata basis. If any complaint regarding the quality of food is received from the end-user, BHEL would inspect the same, in such cases, the decision of BHEL shall be fixed and binding.

(b) Penalty in case of lack of Hygiene: In the event of any lapse in the standards of hygiene while cooking, distribution of food or any other canteen services, the contractor would be penalized a

maximum of 10% of that Day's cost on pro-rata basis. The standards of hygiene would include personal hygiene and cleanliness of staff, equipment, trolleys, thalies etc. and the standards would be judged by the BHEL officer- in charge. The decision of BHEL shall be fixed and binding in such cases.

(c) Penalty in case of Non-Conformance with proper Uniform: The contractor shall ensure that while on duty, his workforce put proper uniforms (including shoes) in distinctive color code and in neat and clean conditions issued to them by the contractor (Wearing of gloves and apron while cooking and serving of food is compulsory and not abiding by the same would attract an additional penalty of Rs 500/- for that day). The contractor will issue uniforms as agreed upon. In case the Contractor's work force do not report for duty in proper uniforms as above then as a special case security will permit on request of contractor and same shall not occur more than thrice in a month. In case of re-occurrence of the same, contractor will be levied penalty of Rs 100/- per case and same shall be deducted by the Company from the monthly bill payable to the contractor.

(d) Penalty in case of Misconduct/Misbehaviour: In event of any misconduct/misbehavior by the staff Rs 200/- for that particular day shall be payable as penalty. Misconduct/Misbehaviour includes use of abusive language, Chewing of tobacco, Smoking/Drinking (alcoholic beverages) while on duty, eve-teasing, physical assault of any kind etc. among others. Depending on the severity of the offence BHEL reserves the right to impose heavier penalty and take suitable legal action as per its discretion.

16) **EARNEST MONEY DEPOSIT (EMD):**

- 1) The **EMD of Rs 1,50,000/-** (Rupees Two lakhs only) in the form of Pay order or Demand Draft in favour of "Bharat Heavy Electricals Ltd.", payable at any scheduled Bank at Delhi will only be acceptable. Earnest Money is to be paid by each bidder to ensure the bidder does not refuse to execute the Job/ services after it is awarded to him.
- 2) EMD of the bidder will be forfeited if:
 - a) After opening of the tender the bidder revokes his tender within the validity period or increases his earlier quoted rates.
 - b) The bidder does not commence the Job/ services within the period as per LOI/ Contract.
- 3) EMD given by all unsuccessful tenderer shall be refunded normally within 15 days of acceptance of award of work by the successful tenderer.
- 4) EMD shall not carry any interest.

17) **SECURITY DEPOSIT:**

- a) The security deposit shall be collected from the successful tenderer. The rate of Security Deposit will be as below :

Upto Rs. 10 lakhs : 10% of work order value

Above Rs.10 lakhs & upto Rs.50 lakhs: Rs.1 Lakh + 7.5 % of the amount exceeding Rs.10 lakhs

Above Rs. 50 lakhs: Rs. 4 lakhs + 5% of amount exceeding Rs. 50 lakhs

The security deposit should be collected before start of work by the contractor.

- b) Security deposit may be furnished in any one of the following forms:

- i) Cash (as permissible under the Income Tax Act)
 - ii) Pay order / demand draft in favor of BHEL.
 - iii) Local cheques of schedule banks, subject to realization.
 - iv) Securities available from Post Offices such as National Saving Certificates, Kisan Vikas Patras etc. (Certificate should be held in the name of the contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).
 - v) Bank Guarantee from Schedule Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
 - vi) Fixed deposit Receipt issued by Schedule 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.
 - vii) 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 balance 50% may be recovered from the running bills.
 - viii) EMD of the successful bidder shall be converted & adjusted against the security deposit.
 - ix) The Security Deposit shall not carry any interest.
(Acceptance of Security Deposit against Sl.No. (iv) & (vi) 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 renewal of the documents or in any other matter connected therewith).
- c) The security deposit will be released only after successful completion of the contract.
- d) Failure to pay the security deposit shall be treated as failure to discharge the duties under the contract and shall result in cancellation of the contract and the contractor shall be liable to compensate BHEL for any losses incurred by BHEL. BHEL reserves the right to appropriate any part / whole of the amount of the security deposit without prejudice to other claims against the contractor for losses suffered by BHEL due to failures on the part of the contractor, due to termination of contract or contractor becoming disqualified because of liquidation / insolvency. The decision of BHEL in respect of such losses, damages, charges, expenses or costs, shall be final and binding to the contractor.
- 18) **TERMINATION OF CONTRACT ON DEATH:** Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the accepting officer shall have the option of terminating the contract without compensation to the contractor's authorized survivors.
- 19) **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 any sum then due or which at any time there after may become due to the contractor under the contract or under any other contract with BHEL or from his security deposit, or the contractor shall pay the claim on demand without any terms & conditions.
- 20) **POST TECHNICAL AUDIT OF WORK AND BILLS:** BHEL reserves the right to carry out a post payment audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc. and to enforce recovery of any sums becoming due as a result thereof in the manner provided into the proceeding sub-paragraph provided however, that no such recovery shall be enforced after three years of passing the final bill.

21) **ARBITRATION**

21.1 In the event of any dispute or difference arising out of the execution of the Order/Contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision between BHEL & Service Provider in any manner touching upon the Order/Contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the arbitration of the person appointed by the competent authority of BHEL (Purchaser).

Subject as aforesaid, the provisions of Arbitration and Conciliation Act, 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The venue of arbitration shall be at New Delhi.

21.2 In case of order/contract on Public Sector Enterprises (PSE) or a Govt. Deptt., the following clause shall be applicable:-

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Order/Contract, such dispute or difference shall be referred to by either party to the arbitration of one of the arbitrators in the department of public enterprises. The award of the arbitrator shall be binding upon the parties to the dispute, Provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law secretary, Dept. Of Legal Affairs, Ministry of Law & Justice, 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 in the dispute will bear equally the cost of arbitration as intimated by the arbitrator.

22) **LAWS GOVERNING THE CONTRACT**

The Order/Contract shall be executed and governed by the laws of India and the courts of India alone shall have jurisdiction in respect of any matter arising under or in connection with the Order/Contract.

23) **JURISDICTION OF COURT**

Courts at Delhi/New Delhi shall have exclusive jurisdiction to decide the dispute, if any, arising out of or in respect of the contract(s) to which these conditions are applicable.

24) **DEFAULT / BREACH OF CONTRACT, INSOLVENCY AND RISK PURCHASE**

24.1 If the Service Provider / Contractor fails to provide the required services as per the Contract / fails to deliver the goods or materials or any instalment thereof within the period(s) fixed for such delivery or delivers goods or materials not of the contracted quality and failing to adhere to the contract specifications or at any time repudiates or otherwise abandons the contract before expiry of such period or refuses or is unable to supply / provide goods / services or materials covered by the Order/Contract either in whole or in part or otherwise fails to perform the Order/Contract or commits any breach of the Order/Contract not herein specifically provided for or in the event of the death or insanity or if the Seller/Contractor being an individual or if a firm on a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the Order/Contract or enter into any arrangement or composition with his creditors or

suspend payment or if the firm dissolved under the Partnership Act or if the Seller/Contractor (Service Provider) being a company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager, the purchaser without prejudice to his right to recover any expenses, losses or damages to which the purchaser may be put to incur or sustain by reason of the Seller/Contractor's default or breach of Order/Contract shall be entitled to cancel the Order/Contract either in whole or portion thereof without compensation to the Seller/Contractor (Service Provider) and if the purchaser so desires, he may procure upon such terms and in such manner as he deems appropriate, stores / services not so delivered or others of a similar description where stores / services exactly complying with particulars are not, in the opinion of the purchaser, which shall be final, readily procurable, at the risk and cost of the Seller/Contractor (Service Provider) and the Seller/Contractor (Service Provider) shall be liable to the purchaser for any excess costs provided that the Seller/Contractor (Service Provider) shall continue the performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The Seller/Contractor (Service Provider) shall on no account be entitled to any gain on such repurchases.

- 24.2 Cost of the purchases made by the Purchaser at the risk and cost of the seller/contractor (Service Provider) shall be worked out after levying 30% overheads as departmental charges on the cost of materials / services so purchased/hired.

F. SPECIAL TERMS & CONDITIONS

- 1) Timely & prompt services with cleanliness of premises shall be the sole responsibility of the contractor.
- 2) The Contractor shall ensure proper conduct and behavior of the workforce engaged by him in the BHEL House, Asiad and shall remove with immediate effect, the engagement of such person(s) who does/do not conduct himself / themselves properly or misbehave(s) with the regular employees / personnel of the Company in any place.
- 3) Mandatory Insurance cover for all the workforce of the contractor for a sum insured of Rs 3.30 Lakhs for each workforce of the contractor. The contractor has to assess the premium of insurance cover for his contract period and build the cost in his quote.
- 4) The continuation of the contract shall be based on the performance of the contractor. The following parameters shall inter-alia is considered while evaluating the performance: Timely rendering of services; Quality of services including maintaining hygiene and cleanliness of work place; Compliance with statutory requirements; Safety consciousness; Maintenance of staff in proper uniform etc.
- 5) The Contractor shall deliver the services to the satisfaction of the Company. In case of continued unsatisfactory performance over a period of time by the Contractor, the Company shall intimate the same in writing to the Contractor. However, if the performance of the contractor does not improve even thereafter, then, the Company shall have the right to terminate the contract at the

Contractor's risk and cost, by giving one month's notice. In addition, the Company shall also have the right to forfeit in full, the Security Deposit deposited by the Contractor.

- 6) In case of any dispute, the decision taken by BHEL Management will be final and binding on the contractor.
- 7) This Agreement shall be deemed to have become effective from the forenoon of date of award, and will remain in force for a period of twenty four months which can be further extended on the same terms and conditions on the mutual agreement between the Company and the Contractor on satisfactory performance of the Contract as will be decided later. However, this Agreement shall be liable for termination earlier by the Company at any time by giving minimum 30 days notice to the Contractor without assigning any reason therefore and without prejudice to the rights of the Company to recover any amount becoming due under this Agreement.
- 8) **NATURE OF SERVICES:**
Lunch will be prepared and served on all working days except all Sundays, second and last Saturdays of the month and gazetted holidays and other govt. holidays as declared by BHEL, Delhi from time to time. However, workers are required to come on second and last Saturdays of the month for cleaning and other hygiene related activities.
- 9) The attendance Register of the Contractor's workforce shall be maintained by the concerned Supervisor of the Contractor for physical verification by the Principal Employer and Statutory Authorities.
- 10) The work supervisor shall be equipped with cell phone facility for effective coordination with BHEL.
- 11) The Contractor shall visit the work premises of the Company covered under this Agreement minimum twice a week during the working hours and meet the company Representative as a matter of routine for maintaining regular contacts and ensuring effective coordination on all related issues of these Agreements.
- 12) **IDENTITY CARD:** The Contractor shall ensure that the work force/supervisor engaged by him must wear & display the Identity Cards prominently on their uniform during their duty period (as the same duly endorsed by the Company). Each individual shall also wear his name badge (to be issued by the contractor) while on duty. All the personnel so deployed will follow strictly the security regulations of the BHEL, in vogue from time to time.
- 13) **CHARACTER VERIFICATION AND ANTECEDENCE:** The contractor should get the character / antecedence of each and every workmen deployed by them at the job premises, verified by the Police Authorities before engaging and deploying them in our premises. In case the contractor desires to change the manpower deployed by him, due to any reason, the new incumbent should be deployed with the clearance of Engineer-in-Charge.
- 14) **PROVIDENT FUND:** The successful bidder shall obtain Provident Fund (PF) Number from the concerned authorities on award of work and shall strictly comply with the provision of Employees Provident Funds Act. The contractor shall deposit Employees and Employer Contributions in the designated account with the designated authority every month. The contractor shall furnish along with each running bill, the challan/ receipt for the deposit of provident fund made to RPFC for the

preceding month(s) with detailed calculation sheet of all the work force deployed at BHEL premises and other than BHEL premises which will be used only for tallying /verification that proper PF deposit has been made. Contractor shall also submit the copy of detailed yearly return submitted to RPFC of PF deposit for the period of March to February in first week of April month.

- 15) **ESI:** The contractor shall strictly comply with the provision of Employees State Insurance Act. Contractor shall issue **Latest digital ESI card** to all the work force immediately after taking in to their employment. No workforce shall be deployed without the issuance of ESI Card under the contract. The contractor shall deposit Employees and Employer Contributions in the designated account with the designated authority every month. The contractor shall furnish along with each running bill, the challan /receipt for the payment towards ESI for the preceding month(s) with detailed calculation sheet of all the work force deployed at BHEL premises and other than BHEL premises which will be used only for tallying /verification that proper ESI deposit has been made. Contractor shall also submit the copy of detailed half yearly return submitted to ESI for deposit of ESI for the period of April to September in 01st week of month of November & for the period of October to March in 1st week of month of May.
- 16) **LEAVE / HOLIDAYS:** For every workmen deployed in our premises, the contractor will give one day's weekly off for every six continuous working days, the Contractor's workforce shall be entitled for leave in each calendar year viz., (i) Privilege Leave for 15 days; (ii) Sickness or Casual Leave for 12 days which shall not be accumulated; (iii) Further, as a special case, in a calendar year, each person shall also be allowed 3 days "Exigency Leave" which shall not be accumulated. Contractor may incorporate the cost of 30 days leave accrued in 12 month and reimburse to his worker for no availed period.
- 17) **BONUS:** The contractor shall strictly comply with the provision of Bonus Act. The contractor shall ensure payment of Bonus @ 8.33% on Rs 3500/- (as per Payment on Bonus Act 1965) to their workforce during the contract period of two years.
- 18) **WAGES:** All payments to the contractor's workforce shall be as per the terms of contract and as per details enumerated in **Annexure – F2** which shall be made through direct credit in the bank accounts of its workforce. The payment must be credited in the account by the 7th of each English month. Any delay on his account shall be subjected to penalty or termination of contract.
- 19) **UNIFORM / LIVERIES:** (i) The contractor shall ensure that while on duty, his workforce put proper uniforms in distinctive color code and in neat and clean conditions issued to them by the contractor (Wearing of gloves and apron while cooking and serving of food is compulsory and not abiding by the same would attract a penalty as per penalty clause); (ii) The contractor will issue uniforms as agreed upon. In case the Contractor's work force do not report for duty in proper uniforms as above then as a special case security will permit on request of contractor and same shall not occur more than thrice in a month. In case of re-occurrence of the same contractor will be levied penalty of 50/- per case and same shall be deducted by the Company from the monthly bill payable to the contractor.
- 20) The Company shall have no direct responsibility / liability in respect of the workforce engaged by the Contractor under this Agreement.

- 21) **SAFETY PRECAUTIONS:** (i) All safety equipment as required for this contract is to be positioned by the contractor & used as per requirement. (ii) Any casualty or damage caused to the property or person by any untoward incidents while executing this contract will be at the contractors risk & cost.
- 22) **HEALTH, SAFETY AND ENVIRONMENT (HSE) MANAGEMENT:** In addition to the safety practices to be followed, the contractor shall establish document and maintain an effective Health, Safety and Environment (HSE) management system. The contractor shall arrange First Aid Box at BHEL House at a suitable location for all the time during the contract period.

G. CONTRACTOR'S OBLIGATION

- 1) Contractor shall supervise the Job/ services allotted to him and to be carried out by his workforce.
- 2) Contractor to ensure that the workforce deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, experience etc.
- 3) *Contractor to ensure that adequate manpower (as indicated by him at Annexure-F5) is employed to prepare the food and distribute the same timely to employee's seat and perform other allied activities as per the scope of work defined in Annexure-F1.*
- 4) The workforce deployed by the contractor shall be hail and healthy and should not be suffering from any communicable diseases.
- 5) Contractor shall accept full and exclusive liability for the payment of **BHEL wages as mentioned in Annexure-F2** which includes payment of VDA, Allowances, PF, ESI, EDLI, Bonus, two set of uniforms (consisting of shirt, pant, black belt, shoe and socks etc.) for the workforce deployed by the contractor and other obligation referred under the law now and thereafter imposed by the Government / Local Bodies.
- 6) BHEL will have no liability whatsoever concerning the persons deployed by the contractor for the purpose. The contractor shall keep the Company indemnified against all losses or damages or liability arising out of or imposed in the course of employment of persons by the contractor.
- 7) The statutory requirement local authority / State Govt. / Central Govt. shall be responsibility of the contractor.
- 8) The contractor will be solely responsible for any unlawful act of their workforce while on duty. In case of theft or loss of Company's property take place due to the negligence or carelessness of workforce, the contractor will be responsible and shall make good of the same.
- 9) The Contractor shall duly comply with all Acts, laws, or other statutory rules, regulations, bye-laws applicable or which might be applicable to with regard to the performance of the job / services included herein or concerning this Agreement but not limited to Minimum Wages Act- 1948, Contract Labour (Regulation & Abolition) Act, 1970, Industrial Dispute Act, 1947, Workmen's Compensation Act 1923, Employees' State Insurance Act 1948 (to the extent as may be applicable, if any), Employees' Provident Fund and Misc. Provisions Act, 1952 and the amendments made

thereafter to these Acts / Laws and from time to time take such steps as may be deemed necessary in this regard. The Contractor shall keep the Company Indemnified against all penalties, claims and liabilities of every kind under or for any violation of such acts, laws or regulations etc. by him or his workers.

- 10) In case, while on duty and during the course of engagement in work premises of the Company under this Agreement, if any of the Contractor's workforce meet (s) with any injury / indisposition due to accident or other natural calamities, the Contractor shall ensure that immediate and adequate medical aid viz., first –aid and subsequent treatment facilities are provided to the person(s) concerned free of cost without fail. In addition, the Contractor shall also be liable for meeting with statutory liabilities like ESI etc. in respect to his workers.
- 11) The Contractor shall be fully responsible for the timely payment of consolidated wages, VDA, Allowances, Bonus or any other benefits payable under the aforesaid Acts, Laws and regulations to the workforce engaged by him at the work premises of the Company. Contractor shall also be fully responsible for timely deposit of PF and ESI with the appropriate authority including submission of return of PF & ESI and issue of PF slip issued by the PF Authority. The Company shall not be responsible for these payments or any other liability on this account. The Contractor shall also indemnify and compensate the Company for any liability incurred by the Company, if any, including costs incurred thereon. In that event the nominated officer of the Company shall be entitled to recover the amount so paid, from the contractor, including forfeiture of the Security Deposit; and, if the sum so payable and / the Security Deposit is less than the Company's claim, it shall be lawful for the Company to recover the balance amount as a debt from the Contractor.
- 12) The Contractor shall indemnify and compensate the Company, if the Company as Principal Employer under the Contract Labour (Regulation and Abolition) Act, 1970 becomes liable to assume any liability towards the workforce engaged by the contractor. In that event, the provisions relating to recover as provided in relevant clauses of the said Act shall be applicable in total.
- 13) The Contractor shall be held responsible for any damage / loss to the work premises /or the properties of the Company (i.e. missing or broken fittings, equipments, furniture etc. and loss of such things from the Asiad) caused due to the negligence of his work force and shall have to replace the same at his own cost. The decision of the officer nominated in this regard by the Company for fact finding shall be final and binding on the Contractor.
- 14) The contractor shall hand over a copy of all legal and statutory documents and records to BHEL for fulfilling any future requirement with the statutory authority.
- 15) The contractor shall abide by all the rules / regulations / status imposed by the Govt. or other concerned authorities. The contractor will be responsible for workmen's compensation & other requirements of local Municipalities / Govt. or any other law regulating bodies
- 16) Contractor to maintain appropriate records of his employees deployed to carry out the job (s).
- 17) Contractor to provide employment card / identity card with photograph duly verified and attested by the contractor to his employees. Contractor to indicate the name of the proprietary / partnership firm / company, place of work, contract number and duration of validity of card.

- 18) Contractor to get all his employees insured against all type of risks at his own cost.
- 19) Contractor to ensure that all precautions are taken for safety of his employees and equipments.
- 20) In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees from the establishment of BHEL. In case contractor decides to terminate services of his employees, he should settle all terminal dues including retrenchment compensation.
- 21) Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.
- 22) Contractor shall ensure payment of BHEL wages as applicable from time to time in the presence of authorized representative of BHEL and maintain proper records of their timely disbursement. These records need to be preserved for a period of at least 3 years and should be made available even after the contract is over for any verification by the statutory authorities / BHEL authorities.
- 23) In case the contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the security deposit / other dues / running bills under the contract can be utilized by BHEL to discharge the liability of the contractor.
- 24) Contractor should ensure that the manpower deployed should be exclusively for the contract period (including any further extension). BHEL liability shall be limited to contract period only.
- 25) Contractor shall ensure that the labour is not working overtime. However, if such case arises than no extra payment would made by BHEL against any claim of overtime.

BHEL's Monthly Consolidated wages for various categories of workers to be paid by the bidder to their workforce

Labour charges as on Jan 2013					
Sl. No.	Components	Category of Workers			
		Unskilled Worker	Semi skilled Worker	Skilled Worker	
1	(a)	Minimum Monthly wages of Govt. of NCR as on Jan'2013	7254	8008	8814
	(b)	BHEL Monthly Consolidated Wages	9254	10308	11314
	(c)	VDA* (w.e.f. Jan'2013)	0	0	0
2	Total monthly wages		9254	10308	11314
3	PF Contribution on Sl. No. 2				
(a)	CPF @ 12% on Sl. No. 2		1110	1237	1358
(b)	EDLI @ 0.50% on Sl. No. 2		46	52	57
(c)	Admn. Charges (02) @ 1.10% on Sl. No. 2		102	113	124
(d)	Admn. Charges (22) @ 0.01% on Sl. No. 2		1	1	1
4	ESIC Contribution on Sl. No. 2				
(a)	ESI @ 4.75% as employer contribution		440	490	537
5	Bonus @ 8.33% on Rs.3500/- of the consolidated wages Sl. No. 2 as per bonus act' 1965)		292	0	0
6	Uniform LS @ Rs.225/- P.M.		225	225	225
7	Leave Salary 2.25 days PM (27 days / Calander Year)		801	892	979
8	Total Monthly payable Wages		12271.47	13317.92	14594.84

NOTE – * VDA and its impact on statutory/ payments as and when announced by designated authority shall also be admissible during the course of the contract.

Declaration Certificate

I / We do hereby declare that there is no case with the Police/Court/Regulatory authorities against the proprietor/firm/partner. Also I/We have not been suspended / delisted / blacklisted by any other Govt. Ministry / Department/Public Sector Undertaking/ Autonomous Body/Financial institution/Court. We also certify that either our firm or any of the partners are not involved in any scam or disciplinary proceedings settled or pending adjudication

(Signature & seal of the contractor)

Place:

Date:

No Deviation Certificate

Notwithstanding anything mentioned in our bid, we hereby accept all the terms and conditions of the above tender. We confirm that the offer submitted by us is confirming to all the terms and conditions mentioned in the tender document. We hereby undertake and confirm that we have understood the scope of services properly and shall carry out the job as mentioned in this tender.

(Signature & seal of the contractor)

Place:

Date:

TECHNICAL DETAILS

Detail number of Manpower likely to be deployed by the contactor as per scope of Job / services enclosed at Annexure-F1	Un-skilled	Semi-skilled	Skilled

TURNOVER (F.Y.)	2011-12	2010-11	2009-10
Rs. (in Lakhs)			

EXPERIENCE	No. of Work	Value	Customer's Name

SIMILAR WORKS	Nature of Works	No. of works	Value	Customer's Name

EPF Registration number	
ESI Registration number	
PAN Card No.	
Service Tax No.	

Income Tax Return (F.Y.)	2011-12	2010-11	2009-2010
EMD Details	DD/ PO No.	Date	Amount (Rs.)

(Signature & seal of the contractor)

BIDDER'S DETAILS

Name of the Contractor /Party/ Firm	
Status of Firm (whether HUF, individual etc.)	
Name of Authorized Representative	
Phone Nos.	
Mobile Nos.	
Fax No.	
E-Mail Address	
Web Site Address (If Any)	

(Signature & seal of the contractor)

DECLARATION REGARDING THE STATUS OF THE FIRM AND ABATEMENT

I/ We hereby declare that the status of my/our Firm is _____ (mention whether individual / HUF / Firm / AOP / Public Ltd. / Pvt. Ltd., etc) and that I have/ have not (tick the applicable) availed abatement under notification No. 26/2012-ST dated 26.06.12 (www.servicetax.gov.in/notifications/notfns-2012/st26-2012.htm) and that I/We have not taken CENVAT credit on input, input services and capital goods under the CENVAT credit rules-2004.

(Signature & seal of the contractor)

Estimate Sheet for building up the Total Monthly Lump Sum Amount

Sl. No.	Components	Category of Workers		
		Unskilled Worker	Semi skilled Worker	Skilled Worker
1	(a) Minimum Monthly wages of Govt. of NCR as on Jan'2013	7254	8008	8814
	(b) BHEL Monthly Consolidated Wages	9254	10308	11314
	(c) VDA* (w.e.f. Jan'2013)	0	0	0
2	Total wages	9254	10308	11314
3	PF Contribution on Sl. No. 2			
(a)	CPF @ 12% on Sl. No. 2	1110	1237	1358
(b)	EDLI @ 0.50% on Sl. No. 2	46	52	57
(c)	Admn. Charges (02) @ 1.10% on Sl. No. 2	102	113	124
(d)	Admn. Charges (22) @ 0.01% on Sl. No. 2	1	1	1
4	ESIC Contribution on Sl. No. 2			
(a)	ESI @ 4.75% as employer contribution	440	490	537
5	Bonus @ 8.33% on Rs.3500/- of the consolidated wages Sl. No. 2 as per bonus act' 1965)	292	0	0
6	Uniform LS @ Rs.225/- P.M.	225	225	225
7	Leave Salary 2.25 days PM (27 days/Year)	801	892	979
8	Total Monthly Wages (per employee)	12271.47	13317.92	14594.84
9	Agency Service charges (per employee)			
10	Total monthly expenditure (per employee)			
11	No. of workers deployed against scope(Annexure-F1)			
12	Total Amount in each category (Per month in Rs.)			
13	Total Monthly Expenditure for all the three category of workers (in Rs.)			
14	Monthly Transportation charges to supply lunches to Vasant square mall and Jeevan tara building as per Scope of Job defined in Annexure-F1.			
15	Monthly Lump-Sum Amount (in Rs.)	To be quoted in Price Bid (Annexure-B)		
16	Service tax @ _____%	To be quoted in Price Bid (Annexure-B)		
17	Total monthly Lump-Sum Amount (in Rs.) (inclusive of all taxes)	To be quoted in Price Bid (Annexure-B)		

NOTE – * VDA and its impact on statutory/ payments as and when announced by designated authority shall also be admissible during the course of the contract.

(Dark Box i.e. Sl no.9 to Sl no.14) are for estimation only and the bidder shall not quote in them.

CHECK-LIST (TECHNICAL BID)**SUMMARY OF COMPLIANCE TO REQUIREMENT OF TENDER**

SI No.	Description of requirement	Yes/ No/NA	Page No.
1	EMD of Rs. 1,50,000/- in the form of Pay order or Demand Draft in favour of "Bharat Heavy Electricals Ltd" in a separate envelope.		
2	Details of work experience, satisfactory work performance certificates.		
3	Details and Experience of chefs/cooks available with the contractor for cooking of lunch.		
4	Copies of the Balance sheet and Profit & Loss account statement of last three financial years i.e. FY 2009-10, 2010-11 & 2011-12 or duly certified by CA.		
5	Acknowledgement of I-T return of last three financial years i.e FY 2009-10, 2010-11 & 2011-12		
6	Copy of the PAN card.		
7	Copy of ESI registration certificate		
8	Copy of Service Tax registration certificate		
9	Declaration enclosed at Annexure – F3		
10	No deviation certificate enclosed at Annexure – F4		
11	Technical details as per Annexure-F5		
12	Bidder's detail as per Annexure- F6		
13	Declaration as per Annexure-F7		
14	Signed and stamped Estimate Sheet as per Annexure-F8		
15	All the pages of tender document have been signed & stamped. Including scope of work		
16	Signed and Stamped Un-priced bid (The bidder has to write "Quoted" in places where he has quoted in the Price Bid at Annexure-B)		
17	Sealed envelope of price bid (Annexure-B) submitted.		

(Signature & seal of the contractor)

TENTATIVE LUNCH MENU

Sl. No.	MON	TUE	WED	THU	FRI	SAT
1	MATER PANEER	SEASONAL GREEN VEGITABLE	SEASONAL GREEN VEGITABLE	PETHA & ALOO or SAMBHER	SEASONAL GREEN VEGITABLE	ALOO with MOONG BARI
2	LAL PEELI DAL	KALI DAL with RAJMA	KADHI with PAKORA		CHHOLE KABULI	CHANA DAL & URAD CHHILKA
3	RICE	PULAO RICE	RICE	LEMON RICE	RICE	RICE
4	CHAPATTI	CHAPATTI	CHAPATTI	5 POORI or ALOO BONDA	CHAPATTI	CHAPATTI
5*	PLAIN DAHI	PLAIN DAHI	APPLE	MISTHI DAHI	PLAIN DAHI	ANY FRUIT

Note –The menu is tentative and is subjected to minor changes.

* Sl. no 5 will be provided by BHEL.

PART ‘II’ – PRICE BID

Sl no.	Description of Item/ services	Amount (in Rs)
1.	Lump Sum Rate per Month for executing high standard of canteen services for 700-1000 employees in BHEL House, Asiad as per scope of Job mentioned in Annexure-F1	
2.	Service tax @ _____%	
3.	Total amount per month (inclusive of all taxes)	

Note: 1. **Evaluation Criteria:** Overall L1 bidder will be decided based on the **Sl. no. 3** of the Price Bid i.e. **“Total amount per month (inclusive of all taxes)”**.

2. The contractor will make the payment to the contract labours at the rate of BHEL wages as mentioned in **Annexure-F2**. However, the quoted rate for various categories of labours may vary in due course of time due to wage revision or revision in statutory levy applicable on wage rate or by increase in VDA.
3. The **Manpower** mentioned by the contractor at Annexure-F5 should be deployed by him for the above Job/services irrespective to any absentees and also ensure compliment to statutory requirements.
4. The rates quoted in the **“PRICE BID”** would remain firm for the entire contract period of two years and the extended period (if any). However, VDA and its impact on statutory/ payments as and when announced by designated authority shall also be admissible during the course of the contract.
5. Any statutory variation in service tax during the entire contract period of two years and the extended period (if any) shall also be admissible.

Signature & seal of the contractor