

Tender Enquiry No. : PW/CPA/115-12 CANTEEN

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NOT FOR PUBLICATION

# TENDER DOCUMENTS FOR STAFF CANTEEN

BHARAT HEAVY ELECTRICALS LIMITED  
(A GOVERNMENT OF INDIA UNDERTAKING)  
POWER SECTOR . PEM  
PPEI Building, HRD & ESI COMPLEX,  
PLOT NO. 25, SECTOR 16 . A NOIDA (U.P)

BHARAT HEAVY ELECTRICALS LIMITED  
(A GOVERNMENT OF INDIA UNDERTAKING)  
**POWER SECTOR – PEM**  
PPEI BUILDING, PLOT NO. 25 SECTOR 16 A  
NOIDA (U.P)

Ref: PW/CPA/115-12 Canteen	Date: 28.07.2008
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To,  
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Dear Sir,

Sub: Providing the Canteen Services . regards for

We are a leading Public Sector Undertaking in the country and wish to call the Tender Enquiry for Canteen Services for our Noida based Divisions.

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 (Techno-commercial bid) should include the details asked for as per enclosed annexure.

Part-II (Price bid) should give the rates as per the prescribed price format.

Part I of the bid will be opened on 27.08.2008 at 14:00 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.

The bid must be accompanied with the bid security money as laid down in the bidding document and must be delivered to SDGM/HR Office, at BHEL-PS, PPEI Building, Plot No. 25 Sector 16 A, Noida (U.P).

Yours sincerely,  
For and on behalf of BHEL

(Surinder Kumar)  
SDGM / HR

Encl:

Instructions to Bidders = P3 to P9

General Terms & Conditions & Scope of work . Annexure %A+= P 10

Bid Form . Annexure %B+= P11

Contract Form . Annexure . %C+= P12

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Brief Summary, Agreed Terms & conditions . Annexure %H+= P 17 to 19

## **SECTION –I: – INSTRUCTIONS TO BIDDERS:**

### **1) Eligibility of Bidders:-**

1.1 The Party must have Average Financial turnover of Rs. 100.00 lakhs during the last three financial years, starting from 1<sup>st</sup> April 2005 to 31<sup>st</sup> March 2008.

1.2 Party must be registered with, Department of Sales for Service Tax with any State / Central Government.

1.3 Party must have a valid PAN Number.

1.4 Party must have experience for smooth running of Canteen for minimum 500 employees of reputed organization in the last three years.

1.5 Party must have PF / ESI registration for the workers deployed by them.

1.6 Party must be ready to provide the services of Canteen, within **15 Days** from the date of signing the contract.

1.7 Party must submit E.M.D. in the form of Fixed Deposit Receipt/ Demand Draft / Bankers Cheque of the scheduled bank in the favour of BHEL-PEM, New Delhi for an amount of Rs. 2,00,000 (Rupees two Lakhs only). No firm is exempted from submitting the E.M.D which need to be submitted in separate envelope to be superscribed as %  
E.M.D %

1.8 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.**

1.9 If the submitted tender documents have been downloaded, the fees of Rs. 1000/- (non-refundable) in the form of DD of the scheduled bank in favour of BHEL-PEM, payable at New Delhi, may be attached.

1.10 ISO certified Caterers will be given preferences.

### **2. Other Instructions:**

2.1 Party must ensure that the deployed Staff is properly trained, well behaved, with adequate experience in Cooking and Catering, Hospitality and should be provided proper Hygienic uniform .The personal hygiene of the staff including proper cutting of nails etc will be strictly monitored and ensured by the Party.

2.2 Party must ensure that the payment of staff and all other issues will be settled from their end only.

2.3 Party must ensure about the daily cleanliness of Kitchen /Dinning Hall/ working area and keep the same in proper Hygienic condition.

2.4 Party shall provide the accommodation and conveyance to their staff and BHEL will not be having any liability in this regard.

2.5 Party must ensure the kitchen equipment and other utensils shall be washed/cleaned in hot water/pressurized steam.

2.6 The Periodic inspection will be done from time to time by HR representatives/Canteen Committee.

### **3. Cost of Bidding**

3.1 The Party shall bear the costs associated with the preparation and submission of its bid and the BHEL hereinafter referred to as the ~~the owner~~, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

3.2 The Party is expected to examine all instructions, forms, terms and conditions in the bid documents. Submission of a bid not substantially responsive to the documents in every respect will be at the bidder's risk and may result in the rejection of its bid.

### **4. Documents comprising the bid:**

#### **I. TECHNICAL BID:**

4.1 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 proof having sufficient manpower for running the canteen
- Copies of the certificates for providing satisfactory services for ~~Canteen Services~~ obtained from the organization on their Letter-Head, where similar nature of works has been executed, clearly specified the number of employees served.
- Copies of registration with Department of Sales Tax, Government of State / Central Govt., Service Tax Registration.
- Copies of the Annual Report i.e. Balance sheets AND Profit & Loss A/c of three financial years from 1<sup>st</sup> April 2005 to 31<sup>st</sup> March 2008 of the bidder duly certified by the Chartered Accountant and banker's sanction letter for limits (if any)
- Copy of Valid PAN Number.
- Copies of the proof having PF/ESI registration for the workers deployed
- A complete bid form duly signed and stamped as per Annexure-~~B~~
- If the submitted tender documents have been downloaded, the fees of Rs. 1000/- (non-refundable), in the form of DD of the scheduled bank, in favour of BHEL-PEM, payable at New Delhi may be attached.

## **II. COMMERCIAL BID:**

4.2 Envelope No. 2: of the Commercial bid prepared by the Bidder shall comprise of the following information in a BIG ENVELOPE.

Price Format . Annexure %D+and Annexure %E+(Optional)

### **5. Work Completion Period:**

5.1 Timing of serving the Tea/Coffee and Lunch should be maintained regularly, as and when fixed with management from time to time.

### **6. Extension of validity of Bids**

8.1 In exceptional circumstances, the owner may solicit the Bidder's consent to an extension of the period of validity of 90 days. The request and the responses thereto shall be made in writing. The validity of EMD provided shall also be suitably extended. A party may refuse the request without forfeiting its Bid Security. The party 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, Power Sector (HR) PPEI Building, Plot No. 25 Sector 16 A, Noida (U.P) and a statement on outer envelop "Do not open before 14.00 Hours on 27.08.2008.

II – "Commercial Bid" in 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, Power Sector (HR) Plot No. 25 Sector 16 A, Noida (U.P) and a statement on outer envelope "**Do Not open before 15.00 Hrs. on 04.09.2008.**

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

8.1 The purchaser will open %Technical Bids+ in the presence of Parties representatives only who choose to attend, at 14.00 hours on 27.08.2008. In the room of SDGM / HR Bharat Heavy Electricals Limited, Power Sector (HR) Plot No. 25 Sector 16-A, Noida (U.P)

8.2 The Party 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 owner, the Tenders shall be opened at the appointed time and location on the next working day.

**9. Bid Rejection:**

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

- Annexure-B not signed and stamped.
- Non-production of original documents for verification, if required.
- Non-submission of document 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.

**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 on 04.09.2008 at 1500 Hrs. in the presence of Party's representative who choose to attend.

10.2 The Party'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 owner 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 affected Bidder or Bidders of any obligation to inform the affected Bidder or Bidders of the grounds for the owner's action.

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

12.1 Prior to the expiration of the period of bid validity the owner 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 / Bankers' Cheque of a scheduled Bank amounting to:

Rate of Security Deposit	Amount of Security Deposit
Upto Rs. 10 lakhs	10 %
Above Rs. 10 lakhs upto 50 Lakhs	1 lakh + 7.5 % of the amount acceding Rs. 10 Lakhs
Above Rs. 50 lakhs	Rs. 4 lakhs + 5 % of the amount exceeding Rs 50 Lakhs

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

- i. 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 other form of security. The Bank Guarantee format shall have the approval of BHEL.
- ii. 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 BHE, dully discharged on the back.
- iii. 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.
- iv. EMD of the successful tenderer shall be converted and adjusted against the Security Deposit.
- v. The Security Deposit shall not carry any interest.

Note:

Acceptance of Security Deposit against Sl. No. (i) & (ii) above will be subject to hypothecation or endorsement on the documents in favour 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.

Validity of the Performance Security will be till expiry of the contract.

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

**15. Penalty for Services:**

15.1 If the Party fails to perform the satisfactory services which is to be decided at the discretion of BHEL canteen committee during the contract period, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as penalty @ Rs. 2000/- per day.

15.2 Once the maximum deduction of Rs. 50,000/- is reached, the purchaser will terminate the contract and forfeit the Performance Security.

**16. Payment:**

16.1 The Supplier's request for payment shall be made to the SDGM /HR in writing, accompanied by an invoice/Bill in the first week of following month, providing item wise break up of the Lunch/Tea/Coffee etc. as specified in the contract , serviced during a particular month.

16.2 Payments shall be made promptly by the Purchaser through EFT, 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. However no interest at any stage shall be paid by BHEL for delayed payments.

**17. Purchaser right to vary quantities:**

17.1 The purchaser reserves the right at the time of award of contract/during the contract period to increase or decrease the quantity of Tea / Coffee and Lunch specified or delete / add without any change in terms and conditions.

**18. Termination of contract :**

18.1 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.

- If 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.

**19. Force Majeure :**

19.1 Notwithstanding the provisions of clause 15 and 18 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.

19.2 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.

19.3 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.

**20. Resolution of disputes:**

20.1 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.

20.2 Any dispute is subject to the jurisdiction of Noida /Delhi Courts only.

**21. Special conditions:**

21.1 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 Contractor.

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

21.3 The contractor / supplier shall abide at all times by all labour laws regulations, Rules, Act etc

**General Terms & Conditions & Scope of Work**

The contract will be valid for two years initially, which can be extended for further period of two year with mutual acceptance.

Price quoted as on Price Format will be firmed for two years

Payment of the Canteen Staff will be settled (Full and final) . will be borne by the Contractor

Payment of Raw Material for Tea / Coffee and Lunch etc. . will be borne by the Contractor

Payment of the Gas Cylinders will be borne by the Contractor.

Transport for Loading / Un-loading of day to day requirement of raw material etc. will be arranged by the Contractor only.

Accommodation and Transport of the Staff of Canteen will be arranged and settled by the Contractor only.

The Lunch / Tea / Coffee etc. are to be supplied at employees work stations/tables at BHEL\$ three different Buildings, location as per detail below:

BHEL (i) **PPEI Building** - and - (ii) **PSNR & HRDI Building** - Sector 16 A ,Noida

BHEL PSTS,SSBG & CQA Divns. at (iii) **Kribhco Bhawan** . A 8 . 10 Sector -1, Noida

**Note: A common Cooking/Catering Space shall be provided for all the three Noida Based Buildings at HRD & ESI complex , Plot no-25, sec-16A, Noida. Contractor has to Manage the Catering Services from the above said location only.**

**Seal and Sign of the Party**

**BID FORM**

To,  
The SDGM /HR,  
Bharat Heavy Electricals Limited,  
BHEL-House, Power Sector,  
Sirifort Road, Asiad,  
**New Delhi-110049**

Sir,

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

If our bid is accepted we will submit the Performance Security for an amount equal to, as per Para No. 14 of Instruction to bidders.

We hereby agree to all Terms and Conditions of this Bid .Our bid shall be valid for a period of 90 days from Technical Bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your 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 guilty of Bid pooling / fraud / corruption or against Law 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:

**CONTRACT FORM**

THIS AGREEMENT made on the \_\_\_\_\_ day of \_\_\_\_\_ 2008 \_\_\_\_\_ 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, (Brief Description of Services) and has accepted a bid by the Supplier for providing the services in the sum of (Contract Price in Words and Figures) (hereinafter ~~the Contract Price~~).

NOW THIS AGREEMENT WITNESSED AS FOLLOWS:

1. In this agreement words 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 Conditions of Contract-+annexure-A+
  - The Purchaser's Notification of Award
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods 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 : \_\_\_\_\_

## Annexure “D”

**PRICE FORMAT for General Requirement**

Sl. No.	Description (Tentative requirement for all the three buildings – located at Sector 16A (two buildings) & A 8-10 Sector – I (One building - Noida )	Unit Rates (Rupees) including all taxes, duties and services.
1	Lunch per Head (Total lunch 1000 Nos. approximately daily)	
2	Tea Per Cup (125 ml.) (Approximately 1800 cups daily)	
3	Coffee per Cup (125 ml.) (Approximately 200 cups daily)	
	<b>T O T A L (Rs.)</b>	

Note: Evaluation Criteria - L 1 shall be decided based on Total Price Quoted.

**TENTATIVE LUNCH MENU**

Different dishes	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Vegetable	Mater Paneer	karhi Pakora	Kofta/ Alu Mutter	Sambar	Kabuli Channa	Dal/Rajma
-do-	Dal (tadka) – (approx. 250 gms)	Dry Seasonal Veg.	Dal	Chattni	Dry Seasonal Veg.	Dry Seasonal Veg.
Rice item	Rice (Appro. 100 gms)	Rice (Appro. 100 gms)	Rice (Appro. 100 gms)	Rice / Uppma (Appro. 100 gms)	Rice (Appro. 100 gms)	Rice (Appro. 100 gms)
Roti	Chapati(atta Tava Roti) - 2 Nos rapped in foilpaper.	-do-	-do-	Idly & Vada- 1 each or two numbers any of them	Chapati	Missi Roti
Sweet /Fruit item	Kheer/ Lassi/ Halwa (Appro. 100 gms.)	Seasonal Fruit	Plain Curd / Lassi (Appro. 100 gms)	Ice Cream 50 Gms. (MD)	Plain Curd/Lassi (Appro. 100 gms)	Ice Cream 50 Gms. (MD)

The Lunch / Tea / Coffee etc. are to be supplied at employees work stations/tables at three different Buildings, location as per detail below:

**BHEL PPEI Building** - and - **PSNR & HRDI Building** - Sector 16 A ,Noida  
**BHEL PSTS, SSBG & CQA Divns. at Kribhco Bhawan** . A 8 . 10 Sector -1, Noida

**The above requirement is tentative in nature may vary time to time. The rate to be furnished should be at employees work stations/Tables at each of above location.**

**Note: A common Cooking/Catering Space shall be provided for all the three Noida Based Buildings at HRD & ESI complex , Plot no-25, sec-16A, Noida. Contractor has to Manage the Catering Services from the above said location only.**

**Annexure “E”**

**PRICE FORMAT for GUEST/CUSTOMER’s LUNCH – (OPTIONAL)**

Sl. No.	Description (Tentative requirement for all the three buildings – located at Sector 16A (two buildings) & A 8-10 Sector – I (One building - Noida )	Unit Rates (Rupees) including all taxes, duties and services
1	Lunch per Head (Total lunch 100 Nos. approximately daily)	

**Tentative Menu proposal For Guest / Customer’s Lunch**

General Menu plus extra items

Different dishes	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Vegetable	Mater Paneer	Karhi Pakora	Kofta/ Alu Mutter	Sambar	Kabuli Channa	Dal/Rajma
-do-	Dal (tadka) – (approx. 250 gms.)	Seasonal Veg.	Dal	Chattni	Seasonal Veg.	Seasonal Veg.
Rice item	Rice (Appro. 100 gms)	Rice (Appro. 100 gms)	Rice (Appro. 100 gms)	Rice / Uppma (Appro. 100 gms)	Rice (Appro. 100 gms)	Rice (Appro. 100 gms)
Roti	Chapati(atta Tava Roti) - 2 Nos rapped in foilpaper.	-do-	-do-	Idly & Vada one no. each or two no. any	Chapati	Besan/Missi Roti
Sweet /Fruit item	Kheer/ Lassi/ Halwa (Appro. 100 gms.)	Seasonal Fruit	Plain Curd / Lassi (Appro. 100 gms.)	Ice Cream 50 Gms. (MD)	Plain Curd/Lassi (Appro. 100 gms.)	Ice Cream 50 Gms. (MD)

**Extra items with above menu proposed For Guest / Customer’s Lunch**

Different dishes	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Non-veg	Chicken Curry/Masala	Egg/Mutton Curry	Chicken Curry/Masala	Egg/Mutton Curry	Chicken Curry/Masala	Chicken Curry / Masala
Veg.	Palak Kofta	Shahi Paneer	Mix Veg.	Shahi Paneer	Palak Paneer	Shahi Paneer
Any other	Seasonal Fruit	Sweet	Seasonal Fruit	Sweet	Sweet	Seasonal Fruit
	Papap/Achar/ Chattni/Salad	Papap/Achar/ Chattni/Salad	Papap/Achar/ Chattni/Salad	Papap/Achar/ Chattni/Salad	Papap/Achar/ Chattni/Salad	Papap / Achar/ Chattni/Salad

**BRAND / QUALITY / MAKE OF MATERIALS**

Sl.No.	Items	Quality / Brand
	<b>Dairy Products</b>	
1	Milk . Toned, Pouched	100 % Milk Food / Vita / Mother Dairy / Amul
2	Butter	Amul / Britannia / Vita / Vijya
3	Cheese Processed	Amul / Britannia / Vita / Vijya
4	Condensed Milk	Milk Maid/ Nestle / Mother Dairy / Parag / Verka
5	Ice Cream	Mother Dairy / Kwaliti / Walls / Vadilal
6	Curd	Packed (100 Gms) curd of Nestle/ Mother Dairy / Amul
	<b>Bakery Products</b>	
1	Bread	Harvest Gold / Britannia / Modern / Perfect
2	Biscuits	Britannia / Parle / Sunfeast / Little Heart / Fifty Fifty / Good Day / Bon Bon Chocolate or oragne / Priya Gold / Snax
	<b>Provision and Stores</b>	
1	Atta ( Whole grain )	Good quality Agmark of Aashirwad / Aahar / Nature Fresh / Shakti Bog
2	Basmati Rice	Good Quality Basmati Rice
3	Sugar Cube	Dauralla or equivalent
4	Low calorie sweetener (Sachet / Tablet )	Equal / Nature Fresh / Sugar Free
5	Tea Bags	Taj Mahal / Tata Tetley / Lipton
6	Coffee	Nestle Classic
7	Jam	Kissan / Top / Hinz / Catch
8	Pickle	Kissan / Catch / Panch Ranga
9	Refined Oil (Low Fat Content)	Gold Seal (Lipton) / Postman (Hindustan lever) / Sweekar / Sunflower / Safola
10	Tamato/Chilli/Soya Sauce	Maggi / Kissan / Tops
11	Garam / Chat / Chana Masaka . Kasturi Methi, Table Salt, Dhania /Chilli Haldi Powder, Pepper etc,	Good Quality MDH / Catch / Agmark MTR . ISI Mark
12	Custard Powder	Brown and Polson / Wake Field
13	Laung, Dal Chini, Elaich and other hot spices etc.	Best Quality
14	Pulses. Dals and beans etc.	Best Quality
	<b>Fruits and vegetables</b>	
1	Fresh fruits/fresh vegetables or frozen veg.	Fresh and Best Quality . Frozen items of Safal / Mother dairy

In case of non-availability of above described brand/(s) – the contractor should obtain permission of the officer-in-charge

**Scope of BHEL**

3. **Scope of BHEL, for Canteen purpose will be:**

**To provide Space – Cooking / Catering Space with all necessary required fittings like – Electric fitting, Electric Appliances, Water Coolers etc.**

**To provide Furniture and Utensils – All the furniture for canteen, cooking and serving utensils will be provided.**

**To provide maintenance – All Maintenance of the Canteen Area, will be looked by us.**

**Note: A common Cooking/Catering Space shall be provided for all the three Noida Based Buildings at HRD & ESI complex , Plot no-25, sec-16A, Noida. Contractor has to Manage the Catering Services from the above said location only.**

Tender Enquiry No.: PW/CPA/115-12 Canteen	Date: 28.07.2008
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Bidder Name & Address:õ õ õ õ õ .....

### **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.

<b>S.No</b>	<b>Description</b>	<b>Bidder's Conditions</b>	<b>Clause No. Of Bid Document enclosed/placed</b>
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.	Yes	
02	Confirm that the offer shall remain valid for acceptance up to 90 days from the Technical Bid opening.	Yes	
03	Bidder's name and address õ		
04	Confirm acceptance of contract period as per requirement Specified in Bid Document.	Yes	
05	Customer references and confirmation of requirement Specified in Bid Document.	Yes	
06	Confirm complete technical literatures/catalogues and User reference list, if applicable, is submitted along with the offer.	Yes	
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.	Yes	
08	Confirm acceptance of relevant terms of Payment as specified in the Bid Document.	Accepted	
09	i) Confirm quoted price will remain firm and fixed till complete execution of the order. Fax of Intent shall be placed within offer validity as	Accepted	

	<p>Notification of Award of Contract</p> <p>ii) If variable, confirm price variation formula with base indices and maximum ceiling in terms of percentage 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.	Accepted	
11	<p>a) Confirm acceptance in to - to of the Terms &amp; Conditions contained in:</p> <p>i) Instructions to Bidders</p> <p>ii) General Conditions of Contract (GCC). Special Conditions of Contract (SCC) &amp; Scope of Work.</p> <p>iii) All other commercials document /attachments 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>	Accepted	
12	All correspondence must be in English Language only.	Accepted	
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.	Accepted	
16	Confirm submission of EMD / Bid Bond		
17	Confirm acceptance to Scope of Work as per tender document.	Accepted	
18	Confirm acceptance to Specifications of tender document.	Accepted	
19	Price Schedule	Accepted	
20	Delivery / Completion Schedule	As per Bid	

21	Period of Validity of Bid	As per Bid	
22	Price Reduction Schedule		
23	Confirm acceptance to performance Bank Guarantee / Security Deposit as per tender document.		
24	Confirm acceptance to Guarantee as per tender document.	Yes	
25	Confirm acceptance to Arbitration / Resolution of Dispute as per tender document.	Yes	
26	Confirm acceptance to Force Majeure as per tender Document.	Yes	
27	Confirm acceptance to Applicable Laws as per tender Document.	Yes	
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 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 \_\_\_\_\_ ...

Bidders Offer No \_\_\_\_\_