

**BHARAT HEAVY ELECTRICALS LIMITED
POWER SECTOR – PEM
PPEI BUILDING
NOIDA – 201301**



**TENDER DOCUMENTS
FOR
STAFF CANTEEN**

Tender Enquiry No.: PW/CPA/115-13 CANTEEN dated 16-07-2012

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LAST DATE FOR SUBMISSION: 08-08-2012 at 1400 hrs.
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SECTION – I: – INSTRUCTIONS TO BIDDERS:

1. Eligibility Criteria :

- 1.1 The Bidder must have the annual turnover of **Rs.1.00 crore** or more in the last three financial years consecutively, ending as on 31-03-2012 i.e. from 1st April, 2009 to 31st March, 2012.
- 1.2 Bidder must have the experience of serving at least **1000** lunches per day.
- 1.3 Bidder must be registered with Department of Central Excise for Service Tax with Central Government. The Bidder shall bear all Government taxes/ duties, levied or imposed on the contractor on payments received by the contractor from BHEL.
- 1.4 Bidder must have past experience in providing catering services in the offices of government organisations/ semi-government organisations/ PSU's and other reputed public limited companies in the last five years, of which, the bidder must have successfully executed at least one such similar service having a minimum value of **Rs.40.00 lakhs**.
- 1.5 Bidder must have a valid PAN Number.
- 1.6 Bidder must have PF / ESI registration for the workers deployed by them.
- 1.7 Bidder must submit E.M.D. in the form of Demand Draft/Pay Order of the scheduled bank in favour of BHEL, 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 needs to be submitted in separate envelope to be superscripted as "EMD". EMD will be forfeited after opening the tender, if tenderer revokes his tender within validity period or increases his earlier quoted rates.
The tenderer is not entitled to any interest on the deposit or any right to award of the contract. Earnest Money Deposit shall be returned to all unsuccessful tenderers after award of the work.

2. Other Instructions:

- 2.1 Bidder must be ready to provide the services of Canteen, within **07 days** from the date of LOI.
- 2.2 The validity of the bids shall be for **90 days** after the date of technical bid opening. A bid valid for a shorter period or an incomplete offer will be rejected as non-responsive.
- 2.3 Presently, we have five different buildings/locations as per details below:
BHEL (I) PPEI BUILDING, (II) MPL Block, (III) PS-NR & HRDI Building -Sector-16A NOIDA, (IV) Mindmill Towers FC-24A, Sector-16A and (V) Kribhco Bhawan – A8-10 Sector-1, Noida.

The Lunch / Tea / Coffee etc. are to be provided at employees' work stations/tables at above five different buildings/locations. No transport or staff shall be provided by BHEL.

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**BHARAT HEAVY ELECTRICALS LIMITED
(A GOVERNMENT OF INDIA UNDERTAKING)
POWER SECTOR – PEM
PPEI BUILDING,
SECTOR 16 A, NOIDA 201301**

Ref: PW/CPA/115-13 Canteen

Date: 16-07-2012

To,

Dear Sir

Subject: Providing the Canteen Services – Staff Canteen

We are a leading Public Sector Undertaking of 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 number, date and quotation due date legibly superscripted 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 in the prescribed price format only.

Part I of the bid will be opened on 08-08-2012 at 1500 hours in the presence of tenderers who may like to be present. Price bid of only those parties will be opened later, whose Part 1 bid is found technically acceptable to our requirements.

The bid must be accompanied with the Earnest Money Deposit of INR 2, 00,000 (Rupees two lakhs only), as laid down in the bidding documents (refer clause 1.7 of Section-1 - Instructions to Bidders under Eligibility Criteria) and must be delivered to Administrative Officer, at BHEL-PS, PEM, PPEI Building, Plot No.25, Sector 16 A Noida – 201301.

Thanking you,

Yours sincerely,
For and on behalf of BHEL


(SATAN LAL)
SR.DY.GENERAL MANAGER (HR)

3. Documents comprising the bid:

I. TECHNICAL BID:

Envelope I of the technical bid shall comprise of the following documents:

- a. Copy of the proof indicating the date of establishment / registration of the organization.
- b. Copy of the current list of man power deployed for one similar running contract of canteen services.
- c. Copies of the certificates for providing satisfactory services for "Canteen Services" obtained from the organization on their Letter-Head and penalty for unsatisfactory services has not been imposed more than two times in places where similar nature of works have been executed, clearly specifying the number of employees served.
- d. BHEL reserves the right to visit the organization for which certificate has been furnished.
- e. Copies of registration with Department of Sales Tax, State Govt. / Central Govt. Service Tax Registration.
- f. Copies of the balance sheets and acknowledgements of IT return for three financial years i.e. 1st April 2009 to 31st March 2012.
- g. Copy of valid PAN number.
- h. Copies of the proof having PF/ESI registration for the workers deployed.
- i. A complete bid form duly signed and stamped as per Annexure -"B".
- j. EMD in the form of Demand Draft in favour of BHEL New Delhi for Rs.2,00,000/-

NOTE: If any information given above is found to be incorrect at later stage, BHEL reserves the right to reject the bid submitted by bidder / cancel the award of contract. The opinion / decision of BHEL regarding the bids shall be final and conclusive. BHEL reserves the right to reject any or all the bids at any time without assigning any reason whatsoever.

II. COMMERCIAL BID:

Envelope II of the Commercial bid prepared by the Bidder shall comprise of the following information:

- a. Price Format - Annexure "D", Annexure "E" & Annexure "F"

4. Work Completion Period:

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

5. Extension of validity of Bids:

In exceptional circumstances, BHEL may solicit the Bidder's consent for 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 Bidder may refuse the request and in such a case, the bid security will be forfeited by BHEL. The Bidder granting their request will not be required nor permitted to modify its bid.

To monitor the above operations, one Manager is to be deputed who must have an experience of a similar job for at least ten years. In addition to above, five supervisors are to be deputed for the five locations mentioned, for smooth functioning / distribution of items and they must have an experience of a similar nature of job for at least two years.

- 2.4 Bidder must ensure that the other deployed staff is properly trained, well behaved, with adequate experience in Cooking, Catering & Hospitality and should be provided with proper uniform with shoes. The personal hygiene of the staff including proper cutting of nails, shaving, hair cutting etc. will be strictly monitored and ensured by the Bidder. Further, the Bidder must have medical checkup of their staff every month and report of the Doctors must be submitted to BHEL.
- 2.5 Bidder must ensure that the payment of staff and all other issues will be settled at their end only.
- 2.6 Bidder must ensure the daily cleanliness of kitchen /dining hall/ working area and surrounding area and keep the same in proper Hygienic condition.
- 2.7 Bidder shall provide the accommodation and conveyance to their staff and BHEL will not have any liability in this regard.
- 2.8 Bidder must ensure that the kitchen equipment and other utensils shall be washed / cleaned in hot water / pressurized steam.
- 2.9 Periodic inspections will be conducted regularly by HR representatives / Canteen Committee.
- 2.10 The contractor is at liberty to visit our premises before submitting his offer.
- 2.11 There should be no case or charge under investigation / enquiry / trial against the contractor or the agency, nor any conviction in a court of law or suspended / blacklisted by any organization on any ground nor imposed any penalty for unsatisfactory services more than two times during the contract period.
- 2.12 Bidder shall carry out the performance of the contract on their own and shall not be permitted to sublet the functioning of the contract to other parties etc. on commission or percentage cut basis.

6. Opening of Technical bid by BHEL:

- 6.1 Technical Bid" will be opened by BHEL, at **15:00 hrs on 08-08-2012** at the office of Bharat Heavy Electricals Limited, Power Sector (HR) PPEI, Noida. Bidder's representatives, those who wish to attend the bid opening shall be allowed to participate.
- 6.2 The Bidder's representative, who will be present, shall sign on the tender opening register as evidencing their attendance at the time of opening of technical bid.
- 6.3 In the event of the specified date of tender opening being declared a holiday, for BHEL, the Tenders shall be opened at the appointed time and location on the next working day.

7. Opening of Commercial bid by BHEL:

- 7.1 Opening time for the Commercial Bid for those Bidders, whose Technical Bid is qualified as per terms and conditions of the Bid documents shall be communicated over phone.
- 7.2 The Bidder's representative, who will present, shall sign on the Tender Enquiry Register as evidencing their attendance at the time of opening of commercial bid.

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

BHEL reserves the right to accept or reject any Bid, at any time, prior to award of contract without assigning any reasons.

9. Signing of Contract:

The successful Bidder shall sign the contract and return it to BHEL in original. .

10. Performance Security Deposit:

- 10.1 Security Deposit shall be collected from the successful bidder. The rate of Security Deposit will be as below.

Rs. 4 lakh + 5% of the amount exceeding Rs. 50 lakhs

50% Security Deposit should be submitted by the Contractor before the start of the work. The EMD amount of successful bidder can be converted as security deposit if required by the bidder and the balance 50% security deposit can be recovered from the running bills. No interest will be paid to the Contractor for the amount deposited during the period of agreement.

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 offer of the contract and the bidder shall be liable to compensate BHEL for any losses incurred by BHEL. The security deposit shall be refunded within a reasonable time after the date of expiry of the contract subject to the contractor carrying out all obligations / operations as required under the contract.

BHEL reserves the right to appropriate any part / whole of the amount of the security deposit without prejudice to other claims against this contractor for losses suffered by BHEL due to failures on the part of the contractor due to termination/cancellation 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 on the contractor and the decision shall not be questionable.

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

11. Penalty for Services:

11.1 If the Bidder fails to deliver the satisfactory services during the contract period, BHEL shall, without prejudice to other remedies under the contract, deduct ~~RS. 10,000/-~~ per day (per instance) from the running bill of the contractor.

11.2 BHEL has the right to terminate the contract by giving one month notice due to non-performance of the contractor and also the right to award the contract to any other agency at the cost, risk and responsibilities of the bidders and excess expenditure incurred on account of this will be recovered by BHEL from Security Deposit or pending bill or by raising a separate claim.

12. Payment:

12.1 The Contactor's claim for payment shall be made once in a month to BHEL in writing, accompanied by an Invoice / bill in the first week of the following month, providing item-wise breakup of the lunch / tea / coffee etc. as specified in the contract.

12.2 Payments shall be made promptly by BHEL, through EFT, but in no case later than thirty days after submission of an invoice / bill or claim by the contactor, subject to claim is in order. However, no interest at any stage shall be paid by BHEL for delayed payments.

13. Purchaser right to vary quantities:

BHEL 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.

14. Termination of the contract:

BHEL has the right to terminate the contract by giving one month notice without assigning any reason thereof.

15. Force Majeure:

15.1 Notwithstanding the provisions of clause 13 and 16 the contactor shall be liable to forfeiture of its performance security deposit, liquidated damages of termination of default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the contract is the result of an event of force majeure.

15.2 "Force Majeure" means an event beyond the control of the contactor and not involving BHEL's fault or negligence and not foreseeable. Such events may include, but are not

restricted to, acts of BHEL either in its sovereign or contractual capacity, wars or revolution, floods, epidemics, quarantine restrictions and freight embargoes.

- 15.3 If a force majeure situation arises, the contractor shall promptly notify BHEL in writing of such conditions and the cause thereof. Unless otherwise directed by BHEL in writing, the contractor shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternatives means for performance not prevented by the force majeure event.

16. Resolution of disputes:

- 16.1 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.
- 16.2 Any dispute is subject to the jurisdiction of NEW DELHI court only.

17. Special conditions:

- 17.1 All risks of loss or of damage to physical property, and of personal injury and death, which arise during or as a consequence of the performance of the contract, other than excepted risks are the responsibility of the contractor.
- 17.2 The employees of the contractor/supplier in no case will be treated as the employee of BHEL at any point of time.
- 17.3 The contractor/supplier shall abide at all times by all Labour Laws Regulations, Rules, and Act etc.

18. Responsibilities of the contractor and compliance with labour/industrial laws:

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

19. NUISANCE:

- 19.1 The contractor or his representative shall not, at any time, cause any nuisance on the site or do anything which shall cause unnecessary disturbance to the owners or his properties or detrimental to the interest of owner near the site and to the public in general.
- 19.2 The Contractor shall not employ or permit to be employed or permit to enter or to remain in the Work/Services site any person suffering from any contagious, loathsome or infectious disease.
- 19.3 No employee of Contractor including himself is allowed to consume alcoholic drinks or any narcotics within the premises / Work/Services site during the execution of Work/Services. If he is found to be under the influence, BHEL shall have the rights to refer the matter to the Police.
- 19.4 BHEL shall not be responsible for any loss or damages caused to Contractor by theft, fire, burglary etc. to its items and equipments etc. The Contractor himself should ensure the security of his goods and all its items and belongings in his own interest at his risk and cost.

General Terms & Conditions

- The contract will be valid for two years initially, which can be extended for further period of two years with mutual acceptance.
- Price quoted as on Price Format will be firm for two years.
- Payment of salaries / compensation to the canteen staff will be settled (Full and final) – by the Contractor only.
- 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 / unloading of day to day requirement of raw material etc. will be arranged by the contractor only.
- Accommodation and transport of the canteen staff will be arranged and settled by the contractor only.
- The contractor will install chapatti makers for their use at the location at their own cost. The equipment installed must have the capacity of generating 2500 chapattis in two hours.
- Heavy duty grinding machine for preparation of idly, vada, other batters etc. has to be installed by the contractor at their own cost.
- Bid Evaluation: The Bidder quoting the total price against Price Format for general requirement as at Annex.-D, Sl.No.1, 2, 3 shall be L-1 bidder.
- The lunch / tea / coffee etc. are to be supplied at employees work stations/tables at BHEL five different Buildings/location as per details below:

BHEL (i) PPEI Building, (ii) MPL Block and (iii) PS NR & HRDI Building – Sector – 16 A, Noida
(iv) Mindmill Towers, FC-24A, Sector-16A and (v) BHEL Offices at Kribhco Bhawan – A-8-10, Sector-1, Noida.

NOTE: A common Cooking/Catering Space shall be provided for all the five Noida Based Buildings/Locations. The contractor has to manage the catering services from the above said location only.

Seal & Signature of the Bidder

BID FORM

To,
Administrative Officer / HR,
Bharat Heavy Electricals Limited,
Power Sector - PEM,
PPEI Building,
Sector 16 A – Noida - 201301

Sir,

Having examined the bid documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer the bid 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 7 days period as specified in the bid document.

If our bid is accepted we will submit the Performance Security Deposit for an amount equal to as per Para No.10.1 of Instructions to Bidders.

We agreed to all Terms and Conditions of this Bid 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 in bid pooling or law against fraud and corruption my/our firm may be black listed.

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

(Signature)
Name & Seal of the Firm

Place:

Date:

CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 2012 Between (Name of the Purchaser and address) (hereinafter "The Purchaser") of the one part and (Name of the supplier & address) (Hereinafter the supplier") of the other part:

WHEREAS the purchaser is desirous that certain Services should be provided by the Supplier, viz, (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 WITNESSETH 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 where of 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

<i>Sl.No</i>	Description	Unit Rate including all Taxes & Duties and any other charges (Rupees)	Daily requirement for all the five locations (Tentative)	Total Amount for Daily Requirement including all Taxes & Duties and any other charges (Unit rate x Daily requirement) (Rupees)
1	Lunch per Head		1400	
2	Tea per Cup (125 ml.)		2000	
3	Coffee / Special Tea per cup (125 ml.)		850	
4	TOTAL Amount (Rs.)			

Note: Evaluation Criteria - L1 shall be decided based on TOTAL Amount. Quoted prices for lunch may be based on the TENTATIVE MENU as follows.

Annexure "E"

PRICE FORMAT FOR GUEST/CUSTOMER's LUNCH – (as and when required)

SI.No.	Description (Tentative requirement for all the five buildings / locations)	Unit Rates (Rupees) including all taxes
1	Buffet Lunch 25 Nos. for the Menu indicated below: (as and when required)	
	01. Soup 02. Rice (Good quality of Basmati Rice will be used) 03. Roti (Tawa/Tandoori/Missi) 04. Dal 05. One paneer item 06. One seasonal vegetable. 07. One non-veg. Item 08. Curd item 09. Achar / papad / salad 10 Sweet or cut fruit 11 Mouth freshener.	

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TENTATIVE LUNCH MENU

Different dishes	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Vegetable 125 gms.	<ul style="list-style-type: none"> Shahi Paneer or Paneer bhurji or Palak paneer or Kadhai paneer 	<ul style="list-style-type: none"> Manchurian or Achaar+Salad (Cucumber, onion, Carrot, radish, chukunder) 	<ul style="list-style-type: none"> Makhana matar or Malai Kofta or Kofta - lauki 	Rasam + coconut chutney	Mix veg	<ul style="list-style-type: none"> Jeera aloo or Cabbage or Gobhi Aloo or Aloo matar
Dal (125 gms)	<ul style="list-style-type: none"> Dal tadka - Arhar or Moong Dhuli or Chana dal or Urad dhuli or chilka 	<ul style="list-style-type: none"> Pindi chole 	<ul style="list-style-type: none"> Dal Makhani or Masoor or Moong sabut or Mix dal 	Sambhar	<ul style="list-style-type: none"> Kabuli Channa or Kale chane or Red beans or Rajmah 	<ul style="list-style-type: none"> Karhi Pakora or Malai Kofta
Rice item (200 gms)	Jeera Rice	<ul style="list-style-type: none"> Noodles or Fried Rice or Kulcha - 2 	Vegetable Pulao	<ul style="list-style-type: none"> Lemon Rice or Tamarind Rice 	Jeera Rice	Plain Rice
Roti - 2 Nos rapped in foil pape. (100 gms.)	Chapatti - 2 Wheat Tawa	Chapatti - 2 Wheat Tawa	Chapatti - 2 Wheat Tawa	<ul style="list-style-type: none"> Vada- 2 pcs or Aloo bonda 2 pcs or Idli- 2 pcs (150 gms for both pcs) 	Chapati (Wheat Tava Roti)	Chapati -2 (wheat- Tava Roti)
Sweet/Fruit item	<ul style="list-style-type: none"> Moong Dal Halwa or Carrot Halwa/Fruit or Custard or Besan halwa /Fruit custard (100 gms) 	<ul style="list-style-type: none"> Fruit Custard or Seasonal Fruits (125 gms) 	<ul style="list-style-type: none"> Gulab Jamun or Bengali Rasgulla or Cham Cham or Pinni/ moong dal burfi or Coconut/Besan burfi 	Ice Cream (frozen dessert) 80 gms.	Seasonal Fruit (125 gms). - <ul style="list-style-type: none"> Apple or Mango/Guava or Orange or Banana 	Ice Cream (frozen dessert) 80 gms.
Curd 90 gms.	Mother Dairy	Mother Dairy	60 gms each. Mother Dairy	Mother Dairy	Mother Dairy	Mother Dairy

Quantities mentioned against the items refer to weight of finished goods/ cooked food.

Lunch /Tea/Coffee etc. are to be supplied at employees' work station /tables at five different, locations i.e.: BHEL PPEI Building –and – PSNR & HRDI Building –Sector 16 A, Noida, BHEL PSTS at Kribhco Bhawan –A, 8-10 Sector - 1 ,Noida and Mindmill Towers, FC-24A Sector – 16A, Noida

Note: A common Cooking /Catering Space shall be provided for all the five Noida Based divisions i.e. HRD & ESI complex, Plot no-25, Sec-16A, Noida. Contractor has to manage the Catering Services from the above said location only.

PRICE FORMAT FOR SNACKS

SL.NO.	ITEMS	UNIT RATE (RS.)
01.	Samosa	
02.	Paneer Pakora (Standard size)	
03.	Bread Pakora	
04.	Bread Roll	
05.	Sandwich (Veg.)	
06.	Cutlets	
07.	Pastry	
08.	Muffins	
09.	Veg.Puff	
10.	Gulab Jamun	
11.	Kaccha Gola	
12.	Kaju Brfi(2 pcs.)	
13.	Butter Toast(2 pcs)	
14.	Milk Cake	
15.	Omlete (2 eggs)	
16.	Channa Bhatura (2pcs bhatura.)	
17.	Kachori (1 piece with potato curry)	

NOTE: There is no minimum guarantee for the above items.

The above items shall be available on Cash/ Authorised basis on ½ hr. notice.

Any other item other than mentioned above shall be made available on MRP Only.

However, if above items required by BHEL, the same shall be packed and supplied in a box

BRAND/QUALITY/MAKE OF MATERIALS

Annexure- "G"

Sl.No.	Items	Quality/Brand
	Dairy Products	
1	Milk-Toned,Pouched	100% Milk Food/ Vita/ Mother Dairy/ Amul
2	Butter	Amul/ Britannia/ Vita/ Vijya/ Mother Dairy
3	Cheese Processed	Amul/ Britannia/ Vita/ Vijya/ Mother Dairy
4	Condensed Milk	Milk Maid/ Nestle/ Mother Dairy/ Parag/ Verka
5	Ice Cream	Mother Dairy/Kwality/Walls/Vadilal
6	Curd	Packed curd of Nestle/ Mother Dairy/ Amul
	Bakery Products	
1	Bread	Harvest Gold/ Britannia/ Modern/ Perfect
2	Biscuits	Britannia/ Parle/ Sunfeast/ Little Heart/ Fifty-Fifty/ Good Day/ Bon-Bon Chocolate or Orange/ Priya Gold/ Snax
	Provision and Stores	
1	Atta (Whole grain)	Good quality Agmark of Aashirwad / Aahar/ Nature Fresh/ Shakti Bog
2	Basmati Rice	Good Quality Basmati Rice viz. Daawat, India Gate, Lal Quila
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 / Bru
7	Jam	Kissan/ Tops/ Heinz/ Catch
8	Pickle	Gold Seal (Lipton)/ Postman (Hindustan lever)/ Sweekar /Sunflower /Safola
9	Tamato / Chilli/ Soya Sauce	Maggi/Kissan/Tops
10	Garam / Chat/ Chana Masala-Kasturi	Good Quality MDH / Catch /Agmark MTR –ISI Mark
11	Custard Power	Brown & Polson / Wake Field
12	Laung, Dal Chini, Elaichi & other hot spices etc	Branded
13	Pulses-Dals & beans etc	Branded
	Edible Oils	
1	Refined Cooking Oils	Dhara, Saffola, Sundrop, Nature Fresh (double filtered and refined)
	Fruit & Vegetable	
1	Fresh fruits / Fresh vegetable or Frozen veg	Fresh & 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 of BHEL

Annexure –“I”**Tender Enquiry No: PW/CPA/115-13 Canteen****Date: 16-07-2012****Bidder Name & Address****BRIEF SUMMARY, AGREED TERMS & CONDITIONS & CHECK LIST**

This Questionnaire duly filled in should be returned along with each copy of Un-priced Bid. Clause confirmed hereunder should 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.

S.No	Description	Bidder's Conditions	Clause No. of Bid Document enclosed/placed
1	It is noticed that deviations to Terms & Conditions shall lead to leading of prices or rejections of offer, as specified in the Bid Document.		
2	Confirm that the offer shall remain valid for acceptance up to 90 days from the Technical Bid opening.		
3	Bidder's name & address		
4	Confirm acceptance of contract period as per requirement Specified in Bid Document		
5	Customer references & confirmation of		
6	Confirm complete user reference lists, if applicable, is submitted along with offer		

Annexure "H"**Scope of BHEL**

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. (except chapatti makers and Heavy duty Grinding Machine for preparation of Idly, Vada etc.)**
- **To provide furniture & utensils – All the furniture for canteen, cooking & serving utensils will be provided.**
- **To provide maintenance – All maintenance of the canteen area will be looked after by us.**

Note: A common Cooking / Catering Space shall be provided for all the five 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.

7	Confirm acceptance of Price Reduction Schedule (PRS) & Penalty for delay in completion/ delivery beyond contractually agreed delivery schedule as specified in the Bid Document.		
8	Confirm acceptance of relevant terms of Payment as specified in the Bid Document.		
9	<p>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 'Notification of Award of Contract'.</p> <p>ii) If variable, confirm price variation formula with base indices & 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.		
11	<p>a) Confirm acceptance in to – to of the terms & conditions contained in :</p> <p>i) Instruction to Bidders</p> <p>ii) General Conditions of Contract (GCC). Special Conditions of Contract (SCC) & 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 & 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 & 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 & conditions indicated elsewhere including any printed Terms & Conditions , shall not be considered by Owner.</p>		
12	All correspondence must be in English Language only		
13	Indicate Name & Contract Telephone/Fax No. of person(s) to whom queries , if any are to be addressed against your bid		

14	Owner reserve the right to make any change in terms & conditions of the Bid Document & to reject any of all bids including those received late of incomplete.	Accepted	
15	Confirm Quoted price are Firm.		
16	Confirm submission of EMD/Bid Bond	Submitted	
17	Confirm acceptance to Scope of Work as per tender document.		
18	Confirm acceptance to Specification of tender document		
19	Price Schedule		
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 performance Bank Guarantee as per tender document.		
25	Confirm acceptance to Arbitration/Resolution of Dispute as per tender document		
26	Confirm acceptance to Force Majeure as per tender Document.		
27	Confirm acceptance to Applicable Laws as per Document.		
28	EPF Registration in case of Domestic bidder.		
29	Any other condition specially 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 & 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 OTHE DEVIATION INDICATED ELSEWHERE SHALL BE TREATED AS REDUNDANT.

Signature.....
Name.....
Designation.....
Office Stamp.....

Bidder's Offer No

DECLARATION

I / We hereby declare that I/We have not been banned and de-listed by any PSU / Government Department / Financial Institution / Court.

Signature
(Name & Address of the Bidder
with official seal)

Place:

Date: