

Project Engineering  
Management

**BHARAT HEAVY ELECTRICALS LTD.**  
(A Govt. Of India Undertaking)  
**PURCHASE ENQUIRY**



REF :	PE-LPE/277
REF. DATE	05/09/2017
DUE DATE	26/09/2017

To,

Open Tender

Dear Madam/Sir,

**Subject: Rate Contract for Canteen Services to BHEL offices within HRDI & ESI Complex, Plot No. 25, Sector 16A, Noida and BHEL offices located at Kribhco Bhawan at Sector-1, Noida for two years**

Quotations are invited in two parts in sealed cover with Enquiry No., Enquiry Date, Quotation Due Date & Time, Name/ Address of the Organization submitting the offer legibly super- scribed on it, for the above- mentioned item so as to reach the Tender Room, BHEL, PS-PEM, Noida before 02:00 P.M. on or before the above mentioned Due Date.

**SCOPE:**

For Scope of work/services refer Technical Specification enclosed with NIT.

**PAYMENT TERMS:** Refer cl. no. 8.0 of Technical specification.

**DELIVERY SCHEDULE:** Bidder must be ready to provide the services of Canteen within 10 Days from the date of LOI/ award of the work.

**PENALTY CLAUSE:** As per cl. no.5.0 of Technical Specification.

**EVALUATION:** L1 shall be decided based on Total amount quoted as mentioned in Price Format Annexure-I.

**EMD:** Rs 920000/- (Rupees Nine Lakh Twenty Thousand only) as per clause no 10.0 of Annexure-III commercial terms & conditions.

**SECURITY DEPOSIT:** The rate of Security shall be 5% of total contract value, as per clause no 11.0 of Annexure-III commercial terms & conditions.

**Enclosures:** i) Enquiry Letter (this letter itself)

ii) Technical Specification

iii) Price Format-Annexure-I

iv) Financial PQR & Commercial Terms & Conditions, General Terms & Conditions- Annexure-II to Annexure-VIII.

Thanking You,

नरेश चन्द्र शर्मा / Naresh Chandra Sharma  
वरिष्ठ अभियंता (एम.एम.) / Sr. Engineer (MM)  
भारत हेवी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Ltd.  
पावर सेक्टर-परियोजना इंजीनियरिंग प्रबंधन  
Power Sector-Project Engineering Management  
प्लॉट नं.-25, सेक्टर-16ए, नोएडा-201 301  
Plot No. 25, Sector -16A, Noida-201 301

Yours faithfully,  
For and on behalf of BHEL  
N.C. Sharma/ Sr. Engr.  
BHEL PEM, Noida

Please reply to:  
Power Project Engineering Institute  
HRD & ESI Complex, Plot No 25, Sector 16 A  
Noida  
Phone:  
Fax No:

Regd. Office:  
BHEL House  
Siri Fort

PRICE FORMAT- RATE CONTRACT FOR CANTEN SERVICES							Annexure-I			
Sl. No.	Item Description (Tentative requirement for BHEL offices located in HRDI & ESI Complex, Plot No. 25, Sector 16A, Noida and BHEL offices located at Kribhco Bhawan at Sector-1, Noida	Approx. Quantity (Nos.) per day	UOM	HSN Code/ Service Activity No.	Unit Prices excluding taxes (INR)	Total Prices excluding taxes (INR) (per day)	GST Rate	Type of GST (IGST/CGST + SGST/UTGST)	GST Amount on Total Prices (INR)	Total Prices per day including GST (INR)
		A	B	C	D	(E = A x D)	F	G	[H= E x (F/100)]	(I = E + H)
1	Lunch (regular) per head (Total lunch 1030 Nos. approximately daily)	1030 nos.		9963	Derived	Derived (0.810*X)	18%		Derived	Derived
2	Tea (regular) per Cup (125 ml.) (Approximately 2060 Nos. cups daily)	2060 nos.		9963	Derived	Derived (0.181*X)	18%		Derived	Derived
3	Special Tea for Meetings per cup (125 ml.) (Approximately 100 Nos. cups daily)	100 nos.		9963	Derived	Derived (0.009*X)	18%		Derived	Derived
<b>Grand Total:</b>						<b>X =</b>				<b>Derived</b>
<b>Quoted Total price for one day i.e. "X" in Rupees (in words) = -----</b>										
<b>Note:</b>										
1. Bidder has to quote Total Value 'X' (in figures & words) & fill values in col. G above also. Based on this price, unit price as well as total price shall be derived by BHEL for all items as per formula indicated above.										
2. Evaluation Criteria: L1 shall be decided based on Total Price (excluding tax) (at column E) i.e. 'X' for one day.										
3. Total Contract value for 2 years shall be derived considering 24 days as working days in a month.										
<b>(Bidder's Sign &amp; Seal)</b>										

**FINANCIAL PQR**

- i) Average annual financial turnover during the last 3 years - ending 31st March of previous financial year should not be less than Rs.140 Lakhs (Rupees One Hundred Forty Lakhs Only).

Note:

- 1) In case the adopted accounting year is other than financial year than previous years to be considered accordingly.
- 2) The bidder shall provide the complete set of accounts for last 3 years duly signed and stamped by auditors and directors/owner -  
Balance Sheet, Profit & Loss Account, Schedule/Notes to Accounts, Auditor Report and/or Income Tax Return & copy of TRACES Report for evaluation.



**COMMERCIAL TERMS AND CONDITIONS**

**1. BID SUBMISSION**

Bids shall be submitted latest by **26/09/2017; 02:00 P.M.** on or before the due date in two parts as follows:

**PART-1: TECHNO-COMMERCIAL BID**

This part shall contain the following:

- a) Technical Specification & other scope of work
- b) Commercial terms and conditions, General terms and conditions
- c) Unpriced copy of the price bid with all amounts/figures/ percentages wherever quoted in the price bid being replaced with the word 'Quoted' or 'Q'.
- d) Supporting document/ information to be submitted against each point of 'PQR' and Documents to be enclosed as per NIT.

This part shall be submitted in duplicate in two separate Sealed Covers with bidder's distinctive Seal super scribed with correct Enquiry No., Item of supply, due date of opening and '**part-1 : techno-commercial bid**'.

Complete tender 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.

**PART -2: PRICE BID**

This part shall contain Prices only and should not contain any technical details and/or Commercial Terms & Conditions. Any technical details and/or Commercial Terms & Conditions, if found in this part shall be ignored as the same are supposed to be contained in PART-I only as indicated above.

This part shall be submitted in a separate Sealed Cover with bidder's distinctive Seal super scribed with correct Enquiry No., Item of supply, due date of opening and '**part -2: price bid**'.

Tenders and all correspondence thereof, shall be addressed to the undersigned by name & designation and sent at the following address:

**Kind Attn: Sh N C Sharma / Sr. Engineer (CMM) & Sh I P Singh/ Sr. Mgr. (CMM)**

**Tender Room,**

**M/s Bharat Heavy Electricals Ltd.,**

**Project Engineering Management,**

**Power Project Engineering Institute,**

**HRD & ESI Complex,**

**Plot No 25, Sector-16 A, Noida-201301 (U.P.)**

**e-mail: [ncsharma@bhel.in](mailto:ncsharma@bhel.in)**

**Mob. No- 9911170053, 9818989654, Phone no. 0120-4213591, 4368749**

**2. BID OPENING**

PART- I (Techno-Commercial Bids) will be opened at 03:00 P.M. on the due date 26/09/2017 in the presence of bidders who may like to be present. Date and time of opening of Part - II (Price Bids) shall be communicated separately.

3. The bid shall remain valid for a period of 90 days from the date of opening of offers. No revision of prices shall be entertained after bids have been opened. Bidder shall not be entitled during this period to revoke or vary the content of bid or any terms thereof. In case of any unsolicited variation subsequent to bid opening, the bid shall be treated as "Rejected".
4. No revision of prices shall be entertained after bids have been opened.
5. Prices shall remain firm without any variation till completion of contract.
6. Illustrative leaflets giving technical details of items offered should be enclosed, wherever necessary.
7. BHEL shall be under no obligation to accept the lowest or any other bid and shall have the right to accept or reject any bid in part or in full without assigning any reason whatsoever.
8. Late tenders will be rejected.
9. **PRICE DISCREPENCY:**
  - a) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in the words is related to an arithmetic error, in which case the amount in figures shall prevail.
  - b) If there is such discrepancy in an offer, the same may be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
  - c) Taxes and duties if not specified clearly as extra shall be considered as included in the basis price and, therefore, shall not be reimbursed separately.

**10. EARNEST MONEY DEPOSIT (EMD):**

**EMD of Rs 920000/- (Rupees Nine Lakh Twenty Thousand only)**

**The EMD may be accepted only in the following forms:**

- (i) Electronic Fund Transfer credited in BHEL account (before tender opening)
- (ii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer in a separate envelope)

**No interest shall be payable by BHEL on EMD amount.**

The EMD shall be forfeited in case of:

- i) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
- ii) The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.
- iii) EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.
- iv) If operations of the contract are not commenced from the date indicated in the award of contract.

**11. PERFORMANCE SECURITY DEPOSIT:**

**Security Deposit shall be collected from the successful bidder herein after called 'caterer'. The rate of Security shall be 5% of total contract value.**

50% Security Deposit shall be submitted by the caterer before the start of the work. The EMD amount of successful bidder shall be adjusted against security deposit and the balance 50% security deposit can be recovered from the running bills on pro rata basis (@ 10% of running bill value). No interest will be payable on Security Deposit.

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 caterer 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 caterer 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 the caterer for losses suffered by BHEL due to failures on the part of the caterer due to termination of contract or caterer becoming disqualified because of liquidation / insolvency. The decision of BHEL in respect of such losses, damages, charges, expenses, costs, shall be final and binding on the Caterer and the decision shall not be questionable.

- 12. Validity of the Performance Security Deposit:** will be up to three months after expiry of the contract.
- 13.** BHEL shall be under no obligation to accept the lowest or any other bid and shall have the right to accept or reject any bid in part or in full without assigning any reason whatsoever. BHEL also reserves the right to reject any or all quotations without assigning any reason whatsoever. Quotation of the parties which have been black-listed / debarred / banned by PSUs / kept on hold by any office of Delhi-based Divisions of BHEL during the last three years will be rejected. Late tenders will be rejected.
- 14. TAX DEDUCTION AT SOURCE:**  
Tax shall be deducted at source from the running bills as per applicable Income Tax Rules and other statutory requirements.
- 15. TERMINATION OF CONTRACT:**  
If at any time during the currency of contract, the Caterer defaults in performance of the work with due diligence and continues to do so or commit any default in complying any of the tender terms and conditions even after the notice (in writing) is given to him, BHEL may, without prejudice to any other, has right to remedy which shall have accrued or shall accrue thereafter to BHEL, to terminate the contract.
- 16. SHORT CLOSURE OF CONTRACT:**  
BHEL reserves the right to short close the contract with one month notice without assigning any reason.
- 17. DEVIATION:** The Caterer must comply with the tender specification and all terms and conditions of contract. No deviation shall normally be entertained. Deviation if any, should be given as per the format attached at Annexure-VI by mentioning the related/affected clause number etc.
- 18. EVALUATION CRITERIA:**  
Evaluation will be done on the Total amount quoted as mentioned in price format.  
BHEL reserves the right to go for RA & all the bidders required to give acceptance for RA, in case of non-acceptance of RA, their bid may be rejected, however bidders are requested to quote their best prices in sealed envelope as BHEL may decide L1 based on RA or by opening hard price bid submitted by bidders. Detailed RA guidelines 2016 are available at [www.bhel.com](http://www.bhel.com) for bidders' compliance.  
In case of Hard bid opening, in the event of more than one bidder having quoted identical lowest rates, work shall be awarded to the bidder having higher of average financial turnover of last three years.
- 19.** In case of any act of default/ omission/ pilferage/ prejudice to any interest of BHEL, BHEL may take action against Caterer as per company guidelines in addition to the penalty & action explicitly mentioned in this tender document.

**GENERAL TERMS AND CONDITIONS**

**20. ARBITRATION**

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.

Subject to 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 Noida.

**21. 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. Extant regulations of Govt. of India will be applicable. Law of land will supersede any condition given in tender enquiry, in case of any contradiction.

**22. JURISDICTION OF COURT**

Courts at Noida/Gautam Budh Nagar 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.

**23. STATUTORY VARIATION:**

- i) Statutory variation for CGST/SGST/UGST/IGST is applicable based on the Govt. Notifications on the date of service.
- ii) No other variations such as on minimum wages, prices of controlled commodities, any other input etc. shall be payable by the purchaser.

24. The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendor/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL web site <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud as soon as it comes to their notice.

**NOTE:**

It is presumed that the bidder has accepted all the instructions, Terms and conditions and Technical Specifications covered in this Tender Enquiry.

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**Ref: PE-LPE/277 dtd 05/09/2017: Rate Contract for Canteen Services**

**Annexure-‘V’**

**Acceptance Letter / No Deviation Certificate**

Notwithstanding anything mentioned in our bid, we hereby accept all terms and conditions of the above tender.

**(Signature & seal of the Bidder)**





**DETAILS OF BUSINESS**

The vendor shall furnish the following information along with Part-1 bid.

1.0	Name of the firm		
2.0	Address for communication		
3.0	Registered Office, if any :		
	Telephone No. (Office) (Res) (Mobile) (Fax)		
4.0	Name of proprietor / partner / Director(s)		
5.0	Name of Bankers		
6.0	Enclose Experience Certificates with Govt. /Public Sector Undertaking / Private of repute.		
7.0	Copy of PAN Card to be enclosed		
8.0	Enclose acknowledgements of IT return of last three financial years		
9.0	Any other information		



**TECHNICAL DETAILS**  
**For Technical bid**

*Work Experience fulfilling, submitted in Part-I Bid)*

EXPERIENCE	No. of Work	Value	Customer's Name
1.			
2.			
3.			

PAN Card No. / Name on PAN Card (enclosed copy of the same with tender)	
GST no. No. / Taxable Services (enclosed copy of the same with tender)	

**FINANCIAL DETAILS**

Income Tax Return (F.Y.) (furnish copy of the same with tender)	2016-17	2015-16	2014-15
EMD Details	DD/ PO No.	Date	Amount (in Rs.)
TURN OVER (F.Y.) (In Rs. Lakhs)	2016-2017	2015-16	2014-15



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## **Technical Specifications for Canteen Services**

(This document contains Technical Specifications with annexure A – C and format 1-2)



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

**Definition of terms used:**

- Bidder:** Party or firm or organization or contractor participating in tender enquiry and submitting the bid.
- Caterer:** Successful bidder i.e. after opening the price bid, the bidder with L1 rates and who is offered the contract for execution.
- BHEL:** For which Services are required.

**1.0 Scope of Work:**

- 1.1 To provide canteen services (Lunch, Tea etc.) in BHEL premises as detailed in this tender.
- 1.2 Canteen premises are located in HRDI & ESI Complex, Plot No. 25, Sector 16A, Noida. Services to be provided to BHEL offices within the complex and BHEL offices located at Kribhco Bhawan at Sector-1, Noida.
  - 1.2.1 No transport and staff shall be provided by BHEL for carrying or bringing raw/cooked material within or outside the premises.
  - 1.2.2 To monitor the above operations, one Manager is to be deputed to oversee overall operation. Further minimum 20 nos. helpers shall be deployed for food distribution & service at five locations. This is in addition to adequate no. of workers required in kitchen for food preparation & other related work.
- 1.3 Caterer must serve lunches, tea at work station, meeting rooms etc. of the employees.
- 1.4 All raw materials to be procured for use in the BHEL canteen shall be as per **Annexure A**. BHEL will conduct periodical verification for adherence to the specifications as per Annexure-A. For deviations, if any, deductions shall be made as per penalty clause.
- 1.5 Menu of Lunch Items is enclosed as **Annexure B**. Variation, if any, shall be with the prior approval of BHEL.
- 1.6 BHEL scope is mentioned separately in the tender at annexure-c.
- 1.7 All other related activities/inputs not specifically mentioned above shall be in the scope of caterer.

**2.0 Technical PQR:**

2.1 Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following: -

- a. Three similar completed works costing not less than the amount equal to **Rs. 184 Lakh.**
- Or
- b. Two similar completed works costing not less than the amount equal to **Rs. 230 Lakh.**
- Or
- c. One similar completed work costing not less than the amount equal to **Rs. 367 lakh.**



2.2 The bidder shall furnish copy of one FSSAI license of previous/on-going similar work.

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**Note:**

- a) 'Similar work' mentioned above shall be related to experience in providing canteen/catering services including lunch, tea/coffee etc. in the offices of Government Organization/Semi Government Organization/PSU's/ Public Limited Company / Private Limited/ MNC.
- b) Document required for point no. 2.1 above are:
  - i. Successful completion for works completed: Copy of purchase order along with successful completion certificate for the same.
  - ii. Successful completion for on-going works: Copy of purchase order along with successful completion certificate for the same for at least one year of successful completed service.

**3.0 General Terms:**

- 3.1 Bidder must be ready to provide the services of Canteen, within 10 Days from the date of LOI.
- 3.2 Tentative date of LOI/award of work is 21/10/2017 & start of canteen services 02/11/2017.
- 3.3 Time Schedule for serving Lunch at 01:00 pm, Tea (Morning at 10:00 am and Evening at 03:00 pm) and Special Tea for meetings (as and when required based on requisition slip). Any changes in time schedule will be intimated in advance to Caterer by BHEL.
- 3.4 The balance/left over quantity of each item after distribution of lunch, tea will be taken back /disposed of by the caterer each day as per their convenience at their own cost. Any leftover quantity shall not be strewn in premises and to be disposed of as per prevailing norms.
- 3.5 A high standard of catering shall be maintained for all items with due regard to quality and purity of food stuff, quantity of food items, cleanliness in preparation, serving and distribution of food items. BHEL reserves the right to get the food tested from Govt. recognized agencies, if required.
- 3.6 Cleaning of premises & utensils and materials required for cleaning, refilling the cooking gas are in the scope of caterer without any financial implication to BHEL.
  - 3.6.1 The Caterer must ensure that the deployed staff is properly trained, well behaved, with adequate experience in Cooking, Catering & Hospitality.
  - 3.6.2 The Caterer is required to provide identity cards, proper uniform to all the staff at its own cost. The uniform should include aprons, head gear and gloves.
  - 3.6.3 The caterer should ensure that the staff engaged by him wears clean uniforms, as prescribed. Caterer should ensure the personal hygiene of the staff including proper cutting of nails, hair etc.
  - 3.6.4 The Caterer should ensure that proper medical checkup for communicable diseases of staff deployed by him.

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- 3.6.5 For issuing gate pass to caterer manpower deployed in BHEL the following documents would be required before start of work:
- a) Photo ID issued by GOI
  - b) Undertaking for Police Verification. Police verification report within one month from the start of work.
  - c) Two passport size photograph
  - d) Authorization letter of caterer
- 3.7 The Caterer should ensure that the entire Canteen premise is kept hygienic and clean. Cleanliness, maintenance, garbage disposal of the service areas/cooking areas shall be the responsibility of the caterer at its own cost.
- 3.8 It must be ensured that the payment of staff and all other issues will be settled by caterer only.
- 3.9 The Caterer must ensure that kitchen equipment and other utensils shall be Washed/cleaned in hot water.
- 3.10 The periodic and surprise inspection will be done from time to time by BHEL Canteen Committee.
- 3.11 The Caterer will ensure that supply of Lunch, Tea is made against the valid coupon/requisition slips to the employees and others. BHEL shall not be responsible for any loss on account of non-receipt of coupons / requisition slips by the caterer from employees of BHEL and others.
- 3.12 Lunch is not to be supplied without coupon/requisition slips or by any others means. If found otherwise, caterer is liable to be penalized.
- 3.13 The caterer will be solely responsible for the items handed over to him for purpose of serving/cooking meals. The caterer shall be solely responsible for any shortage and/or damage in such items due to negligence and willful act and by way of any omission and the cost of the same will be recovered from the caterer on current market rate.
- 3.14 The Caterer will be responsible for any accident, injury or death of its employee/worker during the work.
- 3.15 The bidder is at liberty to visit our premises before submitting his offer.
- 3.16 Our office remains closed on second & last Saturdays, all Sundays of the month and 10 days of festive holidays in a calendar year. Bidder to note that canteen services will not be required on such days. However, any change to this will be informed to caterer in advance.
- 3.17 The bidder should declare that there would be no case or charge under investigation / enquiry / trial against the agency or its employees, nor conviction in a Court of law or suspended / blacklisted by any organization on any ground on their letter head (Format-1).

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#### **4.0 Statutory Regulations compliance**

- 4.1 The bidder should have a valid registration with all statutory authorities such as ESI, PF. The copies of the certificates of registration should be enclosed with Part I of bid.
- 4.2 The Caterer must comply and implement all the statutory provisions of the State & Central Acts relating to the employment of labor, i.e. various Acts relating to payment of Minimum Wages, ESI, PF, Bonus, and all other statutory benefits, as amended from time to time.
- 4.3 The Caterer shall pay to its workers as per the prevailing minimum wages as applicable in state of UP stipulated from time to time and must cover benefits such as ESI, PF.
- 4.4 The Caterer shall pay the statutory payments such as PF, ESI, for the staff employed to provide the services to the BHEL, through a separate Challan and it should be submitted along with the monthly bill.
- 4.5 The BHEL shall make payment on a monthly basis. While the bill of the first month shall be paid after submission of bills for the month, the payment from second month onwards shall be made subject to production of documentary evidence of having made all statutory payments such as PF, ESI, Bonus, etc., for the previous month.
- 4.6 In the event of non-compliance, the caterer will be solely responsible for any penalty/fine imposed by the statutory bodies. All the rules related to the labor laws and applicable acts should be strictly followed.
- 4.7 Further, in the event of any loss incurred to the BHEL due to non-compliance, the caterer shall indemnify the same to the BHEL.
- 4.8 The Caterer shall bear taxes, charges, levies or claims whatsoever as may be imposed by the State / Central Govt. or any local body or authority from time to time.
- 4.9 The caterer shall be solely and fully responsible for lapses, violation and noncompliance, if any of all the statutory dues and the BHEL shall in no way be responsible for it.
- 4.10 The caterer, before starting of operation shall apply for FSSAI license for BHEL premises (i.e. HRDI & ESI Complex, Plot No. 25, Sector 16A, Noida) as per Food Safety and Standard Act, 2006 and its amendment from time to time and have to obtain it as required under the Act. Copy of FSSAI license for the subject work have to be submitted within four months of start of operation failing which BHEL may terminate the contract and purchase the services at caterers' risk & cost.
- 4.11 The caterer shall bill monthly:
  - a) Lunch- Number of coupons collected in lieu of lunch served.
  - b) Tea: For regular tea - Attendance of the day.

For special tea - Based on requisition.

#### **5.0 Penalties:**

The deductions as penalty shall be made for following exceptions. Such exceptions will be conveyed to the caterer by BHEL:

- i) Penalty of Rs. 1000/- (Rupees One thousand only) per instance will be imposed if utensils/crockery are not properly cleaned & proper hygiene is not maintained.
- ii) Penalty of Rs. 500/- (Rupees Five hundred only) per instance per worker will be imposed if the worker does not maintains basic personal hygienic conditions (clothes) inspite of written/verbal instructions by HR representative.



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- iii) If the caterer fails to deliver the Quality or Quantity as mentioned in Annexure A & B, BHEL shall without prejudice to other remedies under the contract deduct Rs. 15,000/- (Rupees fifteen thousand only) per instance.

The deduction on account of penalties shall be made upon recommendation of BHEL canteen committee regarding above exceptions. All the deductions shall be made from running bills or BG/Security deposit.

- 6.0 Risk and Purchase:** Purchaser will have the option to terminate the contract and purchase from elsewhere at the risk and cost of the caterer, either the whole are part of the goods which the caterer has failed to deliver or serve within the stipulated delivery period or if the same where not available, the best and the nearest available substitute thereof. The caterer would be liable to compensate the purchaser for any loss which the purchaser may sustain by reason of such risk purchase, in addition to Liquidated Damages (Penalty Clause) at the rate mentioned above.

In case bidder fails to provide services within the stipulated time of 10 days to start the work, BHEL will procure the services at the risk & cost of caterer for the default period. The risk & cost amount for the delayed period from 10 days of the date of LOI/award of work will be recovered from his Running Bills. This is in addition to penalty clause at cl. no. 3.0

**7.0 Special conditions:**

- 7.1 All risks of loss / damage to physical property and of personal injury and death of the workers employed, which arise during / in consequence of the performance of the contract shall be borne by caterer.
- 7.2 The employees of the caterer in no case will be treated as the employee of the BHEL and the caterer may bring any other equipment if needed in excess (without any financial implication to BHEL) of what has been provided by BHEL (Annexure C) for smooth running of the work with written permission from BHEL.
- 7.3 Bidder must give 'Declaration' and 'Compliance certificate' on company's letter head. The format of the same is given in Format 1 and 2 respectively.
- 7.4 Sub-contracting is not permissible.

- 8.0 Payment Terms:** BHEL shall make payment on monthly basis against invoice raised by the caterer and duly verified by BHEL HR-Admin. representative. Also, No interest shall be paid due to delay in making the payment. GST compliant invoice should be accompanied by proofs towards payment of PF, ESI, and Wages to its workers in the previous month of billed period. The caterer should also submit the proofs of deposit of the said amount in the account of workers with the respective authorities.)

GST shall be reimbursed against submission of GST Invoice with undertaking of depositing GST as per applicable rules and regulations.

Payment will be made by BHEL only through e-payment mode subject to submission of desired documents.

**Note:** It will be the responsibility of caterer to comply with all the rules and regulations of GST. Liability on BHEL due to any non-compliance of provisions of GST by the caterer, shall be recovered from caterer running bill/BG.

**Details of your bank account (NEFT details along with cancelled cheque), duly authenticated by bank and the same shall be submitted by you.**

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## Annexure- "A"

## BRAND/QUALITY/MAKE OF MATERIALS

Sl.No.	Items	Quality/Brand
	<b>Dairy Products</b>	
1	Milk-Toned	Mother Dairy/Amul/Nestle
2	Butter	Amul/Britannia/ Mother Dairy
3	Paneer	Amul/Britannia/ Mother Dairy
4	Cream	Milk Maid/ Mother Dairy/Amul
5	Packed Ice Cream	Mother Dairy/Amul/Cream bell/ Kwality
6	Packed Misti Doi/Curd for serving	Nestle/ Mother Dairy/ Amul/Britannia / Danone
7	Curd for food preparation	Nestle/ Mother Dairy/ Amul/Britannia/ Danone
8	Packed Chhach	Mother Dairy/Amul/ Britannia/ Danone
	<b>Provision and Stores</b>	
1	Atta (Whole grain)	Aashirwad / Patanjali/ Nature Fresh/ Pillsbury
2	Basmati Rice	Basmati Rice whole (FSSAI/Agmark certified)
3	Salt	Tata/Ashirvad/Patanjali
4	Oil (Mustard/Sunflower/Rice Bran)	Sweetkar/ Patanjali/Saffola/ Fortune/ Nature Fresh
5	Desi Ghee	Amul/Nestle/Britannia/ Patanjali/Anik/Mother dairy
6	Tea Leaves	Taj Mahal/ Tata Gold/ Red label
7	Garam / Chat/ Chana Masala/Sabji masala etc.	MDH / Catch /Patanjali/Goldie/ Everest
8	Tomato / Chilli/ Soya Sauce	Maggi/Kissan/Heinz
9	Pulses-Dals & beans etc	FSSAI/Agmark certified
10	Laung, Dal Chini, Elaichi & other hot spices etc	FSSAI/Agmark certified
11	Besan	FSSAI/Agmark certified

**Note: 1. In case of non- availability of above described brand /(S) - The Contractor should obtain prior permission of the DH (HR) of BHEL, PS-PEM for supply of alternate of similar price.**

**2. All materials shall be with FSSAI/Agmark.**

**3. Invoice of all above materials may be checked by canteen committee or representative as advice by canteen committee of atleast last 30 days.**

**Signature of the bidder with seal**

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## Annexure- "B"

### LUNCH MENU

Different dishes	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
<b>Curry</b>	Shahi Paneer/ Matar paneer/ Kadhai paneer (125 gms. including Mininum 50 gm of Paneer)	Karhi Pakora (125 gms.)	Malai Kofta/Ghiya Kofta in Malai gravy (125 gms.)	Samber or cholle (125 gms.)	Rajmah/ Kabuli Channa (125 gms.)	Matar Paneer / Mix Veg. with Paneer (125 gms.)
<b>Pulses/vegeta ble</b>	Dal (Tadka)/Dal Arhar/ Dal masoor kali(125gms)	Dry Seasonal Veg. (125 gms.)	Dal Makhni /Dal Moong Dhulli (125 gms.)	Coconut Chutney or Dry Seasonal Vegetable (125 gms.)	Dry Seasonal Veg. (125 gms.)	Arhar Dal/Masoor Dal/Dal Moong Dhulli (125 gms.)
<b>Rice item</b>	Rice (125gms)	Jeera Rice (125 gms)	Vegetable Pulao (125 gms)	Lemon Rice/ /Tamarind Rice Or Plain Rice (125 gms)	Jeera Rice (125 gms )	Matar Pulao (125 gms)
<b>Roti</b>	Chapati  (atta Tava Roti) -2 Nos wrapped in foilpaper.	Chapati  (atta Tava Roti) -2 Nos wrapped in foilpaper.	Chapati  (atta Tava Roti) -2 Nos wrapped in foilpaper.	Idly & Vada-1 each/ 2 numbers any of idly or vada/ uttapam or Poori -4 Nos	Chapati  (atta Tava Roti) -2 Nos wrapped in foilpaper.	Chapati  (atta Tava Roti) -2 Nos wrapped in foilpaper.
<b>Fruit/ Desert (Icecream- Packed)</b>	Seasonal fruit	Ice Cream (Straw berry/Vanilla ) 80 gms  Or  Gulab Jamun/ Rasogulla	Seasonal fruit	Ice Cream (Butter schotch/Tutti- frutti) 80 gm  Or  Gulab Jamun/Rasogulla	Cornetto ice cream  (small cone) or  Gulab Jamun/ Rasogulla	Seasonal fruit
<b>Curd/Flavoure d curd/Misti Doi (Packed item)</b>	CURD  (min 80 gm)	CURD  (min 80 gm)	Misti Doi/Flavoured curd  (min 80 gm)	CURD  (min 80 gm)	CURD  (min 80 gm)	Misti Doi/Flavoured curd  (min 80 gm)
<b>Packed Beverage (except Soup)</b>	Chhach (min 180ml)/  Soup (Tomato)  (min 80 ml)	Chhach (min 180ml)/  Soup (Vegetable)  (min 80 ml)	Chhach (min 180ml)/  Soup (Tomato)  (min 80 ml)	Chhach (min 180ml)/  Soup (Vegetable)  (min 80 ml)	Chhach (min 180ml)/  Soup (Tomato)  (min 80 ml)	Chhach (min 180ml)/  Soup (Vegetable)  (min 80 ml)

#### Note:

1. BRAND/QUALITY/MAKE OF MATERIALS as per Annexure "A"
2. Chhach during summer (1st April to 30th September) and hot Soup during winter (1st October to 31st march).
3. Ice Cream during summer (1st April to 30th September) and Gulab Jamun/ Rasogulla during winter (1st October to 31st march).
4. Fruit should not be repeated in a week.
5. Optional item should not be repeated in consecutive days.

Signature of the bidder with seal



USE OF SPACE  
TYPE OF MATE

**Scope of BHEL**

BHEL will provide space for cooking & catering Services.

The Space will include necessary fittings like Electric fitting, Water Coolers, RO Machine. BHEL scope also included electricity bills, water bills and AMC/Maintenance of equipment provided and installed in Canteen.

BHEL will provide necessary furniture in above stated space.

BHEL will provide following equipments and utensils for cooking as well as serving the food:

1. Refrigerator- 1 no.
2. Dry Grinder- 1 no.
3. Atta Kneader- 1 no.
4. Idli maker- 1 no.
5. Cooking Gas Cylinder (Empty)- 6 nos.
6. Big Gas Burners- 5 nos.
7. RO water system- 1 no.
8. Talis, cups etc. shall be provided as per requirement.

If the caterer requires anything more including deep fridger, utensils, equipment, etc. vendor has to arrange it on own cost.

All The maintenance of the Canteen area including white wash, painting of Kitchen premises, Water outlets will be looked by BHEL.

**Note:** A common Cooking Space shall be provided at HRDI & ESI complex, Plot no-25, sec-16A, Noida. Contractor has to manage the Catering Services from the above said location only.

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**Format 1**

**DECLARATION**

I / We do hereby declare that there is no case with the Police/Court/Regulatory authorities against the proprietor/firm/partner/its employees/workforce deployed. 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 neither our firm nor any of our partners are involved in any scam or disciplinary proceedings settled or pending adjudication.

**Signature  
(Name & Address of the Bidder  
With official seal)**

Place:

Date:

**Note: To be typed on the letter head of Bidder**

**Format - 2****Compliance Undertaking**

- I. This is to state that we are complying all the statutory labor laws implemented by state from time to time, including minimum Wages, PF and ESI
- II. We here by state that we will be obtaining the FSSAI License for running the catering operation at Above Stated BHEL Premises if order is granted to us and we shall apply before starting the operation.
- III. We comply all the regulations of Child Labor Prohibition and Regulation Act 1986.
- IV. We comply to the GST regulations of the state/central as imposed from time to time.

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

Place:

Date:

**Note: To be typed on the letter head of Bidder**