

BHARAT HEAVY ELECTRICALS LIMITED

Corporate Administration
BHEL House, Siri Fort, New Delhi-110049

Tender No. AA:GAX:12:CS:201
Dated: 19.11.2012
Due Date: 29.11.2012 by 14:00 Hrs.

Sub: Tender for In-house Catering Services at BHEL House.

Dear Sir (s)

Quotations are invited in sealed cover with Enquiry No., Enquiry Date and Quotation Due Date, legibly super-scribed on it, for the under mentioned Scope subject to acceptance of the enclosed Terms and Conditions. The quotation should reach in the office of the undersigned by 14:00 Hrs on or before the due date.

Description / Instructions
<p>a) <u>Catering Services for BHEL Office</u> (Annexure-A) b) Part-I : Techno-Commercial – Terms & Conditions (Annexure-B) c) Price & Unpriced Bids (Annexure-C1 to C6) d) No Deviations Certificate (Annexure-D) e) Details of Business (Annexure-E) f) Bidder's Details (Annexure-F) g) Declaration reg. non banning (Annexure-G) h) NEFT Format (Annexure-H) i) Technical Details (Annexure-I) j) Declaration regarding the status of the firm & Abatement (Annexure-J) k) Service Tax Notification (Annexure-K) l) Checklist (Annexure-L)</p> <p>IMPORTANT INSTRUCTIONS:</p> <ol style="list-style-type: none">1. Bidders must go through all these Annexures carefully before submitting the bid.2. Offers should be submitted in Two Parts as described in Annexure-A.3. The percentages must be Quoted in the enclosed Price Format only.4. Price Bids will be opened for the technically & commercially acceptable parties ONLY.

Quotations (Part-I & Part-II) to be submitted in separate sealed envelopes put together in one sealed envelope, to the undersigned on or before the Due Date and Time. The Part-I offers of the parties, shall be opened on the Due Date of Opening i.e. 29.11.2012 at 15:00 Hrs in the presence of authorized representatives of the parties who wish to be present.

Thanking you,

Yours faithfully,
For & on behalf of BHEL

(Charanjit Chawla)
Manager (HR-GAX)

Subject : Catering Services for BHEL Office

Dear Sirs,

BHEL intends to empanel caterers for providing the following catering services for BHEL Corporate Office and Power Sector located in BHEL House, Asian Games Village, Siri Fort, New Delhi:

- i) *Category-A:* Packed lunch / dinner Vegetarian & Non-Vegetarian (North Indian / Continental / Chinese)
- ii) *Category-B:* Buffet / Sit-down Services Vegetarian & Non-Vegetarian (North Indian)
- iii) *Category-C:* South Indian Food (Veg. Packed lunch / dinner & Veg. Buffet lunch / dinner)

*For sit-down arrangements, BHEL guarantees payment for a minimum of 15 (fifteen) persons.
For buffet arrangements, BHEL guarantees payment for a minimum of 20 (twenty) persons.*

1. Additional Information: For your information, business volume for the FY 2011-12 was as follows:

- a. Category-A (Packed Veg. & Non Veg. Lunch / Dinner) - 5600 Nos.
- b. Category-C (Packed South Indian Food) - 3200 Nos.

** Figures are indicative reflecting the quantum of work. Shall not be used for any evaluation.*

2. Contract Period:

Initially, for a period of two years or any extended period, as may be mutually agreed in writing. The rates quoted by the parties shall remain firm during the tenure of the contract including the extended period, if any. Taxes, as applicable, from time to time shall be payable extra.

3. Splitting the Business:

BHEL intends to form a panel by engaging more than one party (max. three parties for each of the category shall be preferred, i.e., packed lunch / dinner and buffet / sit-down). It shall counter offer the lowest %age in each category of services to all the parties and depending on bidders' acceptance a panel would be formed. For empanelment, the rates / percentages of L1 bidder shall be offered to the bidder next in rank (after Price-Bid opening / RA), for acceptance.

4. Validity of the Offer: The offer shall remain valid for a period of 90 days from the date of opening of Part-I Bids or 60 days from the opening of Price Bids / Reverse Auction, whichever is later.

5. BID SUBMISSION

Bids shall be submitted latest by 14:00 Hrs. on or before the due date, in two parts as follows:

PART-I : TECHNO-COMMERCIAL BID This part shall contain the following:

- a. Complete tender document in all respects duly signed & stamped on each and every page by the authorized signatory of the bidder as a token of acceptance of all the terms and conditions of tender.
- b. Part-I : Techno-Commercial – Terms & Conditions (Annexure-B)
- c. All requisite documents as per PQR at S.No.2, Annexure-B.
- d. Un-Priced Format with all percentages wherever quoted to be replaced with the word 'Q' (i.e. Quoted) and the percentages wherever not quoted to be replaced with 'NQ' (i.e. Not Quoted) in the Un-Priced Bid (Annexure-C1 to C3). No rates shall be quoted in the Part-I Bid.
- e. No Deviations Certificate: The bidder generally should accept all terms and conditions of the tender unconditionally. Tenders with deviations from terms and conditions are likely to be rejected. (Annexure-D)
- f. Details of Business (Annexure-E)
- g. Bidder's Details (Annexure-F)
- h. Declaration reg. non banning (Annexure-G)
- i. NEFT Format (Annexure-H)
- j. Technical details (Annexure-I)
- k. Declaration regarding the status of the firm & Abatement (Annexure-J)
- l. Service Tax Notification (Annexure-K)
- m. Checklist (Annexure-L).

PART-II: PRICE BID

Part-II shall contain Percentages only as per Price Bid Format (Annexure-C4;C5;C6) 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 Sealed Cover with bidder's Seal super-scribed with correct Enquiry No., due date of opening and 'Part-II: PRICE BID'. Percentages shall be quoted both in words and figures for the applicable category of services as mentioned in Annexure-A.

IMPORTANT NOTE: No additional documents shall be submitted with Part-I and Part-II bid other than the documents enlisted above for both bids. Ordered / indexed / numbered bids are expected from all the bidders. Additional documents if found any, shall not be considered for evaluation purpose.

6. The Price Bid of Techno-Commercially acceptable bidders shall ONLY be opened. The date of opening of Part-II Bid i.e. Price Bid shall be intimated separately.
7. BHEL reserves the right to finalize the contract by conducting Reverse Auction which can be either category wise bidding or integrated category bidding. The Reverse Auction shall be conducted for Techno-Commercially qualified / acceptable bidders post evaluation of Part-I bids submitted before / on due date / time of submission.
8. BHEL reserves the right to accept / reject any or all bids without assigning any reason.

PART-I : TECHNO-COMMERCIAL - TERMS & CONDITIONS OF CONTRACT

1. BHEL has categorized catering requirement in the following two categories:
 - i) Category-A: Packed lunch / dinner Vegetarian & Non-Vegetarian (North Indian / Continental / Chinese)
 - ii) Category-B: Buffet / Sit-down Services Vegetarian & Non-Vegetarian (North Indian)
 - iii) Category-C: South Indian Food (Veg. Packed lunch / dinner & Veg. Buffet lunch / dinner)

Total anticipated business volume for the above three categories of catering is approx. Rs. 123.00 Lakhs for upcoming two years(2012-14), as per break-up given below:

Category of Service	(Rs. in lakhs)
a) Packed Veg. Lunch / Dinner South Indian (Category-C)	: 26.56
b) Packed Veg & Non-Veg. Lunch / Dinner (Category-A)	: 28.80
c) Buffet / Sit-down Veg & Non Veg. lunch / dinner (Category-B)	: 61.04
d) Buffet / Sit-down lunch / dinner South Indian - (Category-C)	: 6.61

*** Note: Based upon our past experience, the quantum of business is indicative ONLY and may increase or decrease as per actual requirement of BHEL. Hence, the approximate figures shall not be considered for any other purpose.*

2. PRE QUALIFYING REQUIREMENTS (PQR) FOR BIDDERS:

- 1) The bidder should have PAN and Service Tax Registration No.
- 2) The bidder's average annual financial turnover during the last three financial years ending 31st March'12 should be at least *Rs. 18.45 Lakhs*.

3. DOCUMENTS REQUIRED IN SUPPORT OF PRE-QUALIFYING REQUIREMENT:

- a) Copy of PAN Card & Service Tax Registration Certificate Form duly signed and stamped by the bidder.
- b) Certified copy of Balance Sheet and profits & loss Account statements of last three financial years i.e. FY 2009-10, 2010-11 & 2011-12 (AY 2010-11, 2011-12 & 2012-13). In case of unavailability of Balance Sheet & Profit & Loss statement for FY 2011-12, CA certificate for the same shall be furnished.
- c) Copy of acknowledgements of IT return of last three financial years i.e. FY 2008-2009, 2009-10, 2010-11 (AY 2009-2010, 2010-11 & 2011-12).

BHEL reserves the right to verify the correctness of the documents submitted against fulfilling the PQR criteria.

4. "BHEL Schedule of Rates" for Category-A & Category-B and for Category-C services is enclosed. The bidder shall quote % Above or % Below or 0% in the box provided in the Price Bids (Part-II Bid, *Annexure-C4;C5;C6*). Bidders have the option to either quote for all / or any of the category of services enumerated at 1.0 above. Their offers shall be considered accordingly. All applicable taxes, duties (including VAT, Service Tax, etc.), shall be reimbursed by BHEL on actuals subject to documentary evidence. No extra delivery charges will be paid by BHEL.

Any statutory deductions, including TDS, shall be made. TDS Certificate to this effect shall be given by BHEL.

5. The kitchen of the bidder shall be within 10 Km. radius, with centre as BHEL House, Siri Fort, New Delhi-110049. *Extra transport charges shall be payable to the empanelled caterer if and only if the location of delivery of packed food is more than 10 Kms. from the kitchen of the caterer.* No transport charges shall be payable for any delivery to BHEL House irrespective of the distance from the kitchen. The transportation charges for delivery of packed food beyond 10 Kms from the kitchen (except BHEL House) shall be payable as follows:

For 1 - 10 packs	: Rs. 100/= (Minimum)
For 11 - 20 packs	: Rs. 200/=
For 21 - 40 packs	: Rs. 300/=
For 41 - 60 packs	: Rs. 400/=
For 61 or more packs	: Rs. 500/= (Maximum)

6. Bid Validity: The offer shall remain valid for a period of 90 days from the date of opening of Part-I Bids or 60 days from the opening of Price Bids / Reverse Auction, whichever is later.
7. BHEL intends to form a panel by engaging more than one party (max. of three parties for each of the category shall be preferred, i.e., Category-A, Category-B and for Category-C. It is also intended to distribute 40% of business volume to L1 party in each category. The balance 60% business volume will be shared equally with the respective remaining parties in each category.

However, sharing of business volume of the empaneled parties will depend on factors like suitability, availability, quality, performance, etc. of the empanelled caterer and convenience of the users. Therefore, the business volume to be apportioned to each party is indicative only.

8. SCOPE OF WORK

- 8.1 Basic scope of work shall be as per S.No.1, Annexure-B.
- 8.2 For buffet / sit-down lunch in the premises of BHEL, the caterer would bring his cooked food, crockery, cutlery and serve in a manner commensurate with the office decorum. After serving the lunch / dinner the caterer shall take out his crockery and cutlery or the packing material out of the office premises without causing any inconvenience to users. *For sit-down & buffet arrangements, BHEL guarantees payment for a minimum of 15 (fifteen) & 20 (Twenty) persons respectively.*

- 8.3 The caterer shall make the arrangements for delivering the packed lunch / dinner or serve the buffet / sit down lunch / dinner either at "BHEL House" or any other place within or outside BHEL House (occasionally) as specified by BHEL. *Delivery shall be free of charge. Extra transport charges, if any, shall be payable ONLY as per S.No.5 of Annexure-B.*
- 8.4 The caterer shall bring the invoice / cash bill or voucher and get the same certified from the official who placed the order. The certified bills shall be submitted to Administration Department for processing and releasing the payment on fortnightly basis. The payments will be released within 30 days from the date of submission of bills. No interest shall be payable in case of delay in payment.
- 8.5 The caterer shall ensure that good quality of food is served using high quality ingredients, fresh vegetables / fruits. In case it is observed that the quality of any of the items served is not of the desired standard, no payment shall be made for that service and the party may also be de-listed.
- 8.6 The caterer must also ensure that food is delivered within two hours of placement of order, failing which BHEL may impose a penalty of 5% of the billed amount for that particular delayed lot. In case it is found that the caterer has delivered the food late on more than two occasions in a month, BHEL may suspend placing order for a period of 15 days for improving upon the delivery OR may de-list that caterer.
- 8.7 The staff brought for service must be professionally trained, in uniform and shall use white hand gloves. The number of waiters brought for service shall adequately manage and ensure quick, efficient and prompt service.
- 8.8 Other Conditions:
- i. The caterer shall be solely responsible for compliance of all statutory enactments like Minimum Wages Act, Workmen's Compensation Act etc. in respect of personnel engaged by him from time to time and the contractor shall be responsible for any liability arising due to (i) injury including fatal to any person employed by caterer (ii) loss or damage to caterer's material / property during transportation to and fro up to BHEL or during servicing (iii) any third party liability.
 - ii. BHEL reserves the right to physically inspect the kitchen of the prospective bidder for its hygiene / quality of food / services / staff etc. for assessing the capability of the bidder in meeting our requirements. In the event of any deficiency, BHEL reserves the right to reject the offer of such bidder.
 - iii. The caterer should quote their firm rates valid during the contract period including the extended period, if any.
 - iv. The contract shall be initially valid for a period of two years and no revision in rates shall be allowed during the contract period or any extended period, as may be mutually agreed.
 - v. BHEL shall have right to terminate the contract by giving 15 days notice.
- 9 EVALUATION CRITERIA :
- 9.1 BHEL's "Schedule of Rates" separately for Category-A, Category-B and Category-C is enclosed (Annexure-C4;C5;C6).

- 9.2 The bidders are required to fill % Above or % Below or 0% in the box provided above. Bidders may please note that the % quoted will be applicable for all items for a particular group (for which the bidder has quoted) and all other items mentioned in the "BHEL Schedule of Rates".
BHEL shall work out the revised "BHEL Schedule of Rates" after consideration of combined effect of your quote in the price bid plus quantum of service tax, as applicable to respective bidder and accordingly come up with the L1 rates (Cost to Company).
- 9.3 Based on the outcome of Price Bid Opening, the bidders would be ranked from L1 position in ascending order. Since BHEL intends to empanel more than 1 party in each category, counter-offer of L1 bidder (Cost to company) shall be given to the next higher bidder in the rank, i.e., L2 & so on. The empanelment of second party shall be subject to matching the L-1 rates (Cost to Company).
- 9.4 *In case no other bidder matches the L1 rates (Cost to Company) for empanelment, BHEL reserves the right to award the contract for the entire scope of work to L1 bidder.*
- 9.5 The ranking of the bidders will be made separately for Category-A & Category-B and Category-C services on the basis of %age quoted.
- 9.6 The final rates that would be applicable for Category-A, Category-B and Category-C items will be rounded off to the nearest of Re. 1/=.
- 9.7 BHEL intends to form a panel by engaging more than one party (max. of three parties for each of the category shall be preferred, i.e., Category-A, Category-B and for Category-C. It is also intended to distribute 40% of business volume to L1 party in each category. The balance 60% business volume will be shared equally with the respective remaining parties in each category. However, the business volume to be apportioned to each party cannot be ascertained owing to factors like suitability, availability, quality, performance, etc. of the empanelled caterer and convenience of the users. Therefore, the business volume to be apportioned to each party is indicative only.

10.0 ARBITRATION

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

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

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

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Order/Contract, such dispute or difference shall be referred to by either party to the arbitration of one of the arbitrators in the department of public

enterprises. The award of the arbitrator shall be binding upon the parties to the dispute, Provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law secretary, Dept. of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties hereto finally and conclusively. The parties in the dispute will bear equally the cost of arbitration as intimated by the arbitrator.

11.0 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.

12.0 JURISDICTION OF COURT

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

13.0 DEFAULT/BREACH OF CONTRACT, INSOLVENCY AND RISK PURCHASE

13.1 If the Service Provider / Contractor fails to provide the required services as per the Contract / fails to deliver the goods or materials or any instalment thereof within the period(s) fixed for such delivery or delivers goods or materials not of the contracted quality and failing to adhere to the contract specifications or at any time repudiates or otherwise abandons the contract before expiry of such period or refuses or is unable to supply / provide goods / services or materials covered by the Order/Contract either in whole or in part or otherwise fails to perform the Order/Contract or commits any breach of the Order/Contract not herein specifically provided for or in the event of the death or insanity or if the Seller/Contractor being an individual or if a firm on a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the Order/Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolved under the Partnership Act or if the Seller/Contractor (Service Provider) being a company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager, the purchaser without prejudice to his right to recover any expenses, losses or damages to which the purchaser may be put to incur or sustain by reason of the Seller/Contractor's default or breach of Order/Contract shall be entitled to cancel the Order/Contract either in whole or portion thereof without compensation to the Seller/Contractor (Service Provider) and if the purchaser so desires, he may procure upon such terms and in such manner as he deems appropriate, stores / services not so delivered or others of a similar description where stores / services exactly complying with particulars are not, in the opinion of the purchaser, which shall be final, readily procurable, at the risk and cost of the Seller/Contractor (Service Provider) and the Seller/Contractor (Service Provider) shall be liable to the purchaser for any excess costs provided that the Seller/Contractor (Service Provider) shall continue the performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The Seller/Contractor (Service Provider) shall on no account be entitled to any gain on such repurchases.

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

UNPRICED BID (Category-A)

BHEL SCHEDULE OF RATE FOR CATEGORY-A - PACKED LUNCH / DINNER

S.NO.	DESCRIPTION OF MENU	RATE (Rs. per packet)
A-1.	<u>PACKED LUNCH/DINNER (VEG. NORTH INDIAN)</u> : 1 Paneer Preparation, 1 Mixed or Seasonal Vegetable, 1 Dal, 1 Veg Pulao, 2 Laccha Pratha or 4 Tawa Rotis, Papad, Salad, Achar, 1 Sweet Dish.	135.00
A-2.	<u>PACKED LUNCH/DINNER (NON-VEG. NORTH INDIAN)</u> : 1 chicken preparation (2 pieces), 1 Dal, 1 Veg Pulao, 2 Laccha Pratha or 4 Tawa Rotis, Papad, Salad, Achar, 1 Sweet Dish.	170.00
A-3.	<u>PACKED LUNCH/DINNER (VEG. CONTINENTAL)</u> : 2 Pieces Cheese veg. Sandwich, 2 Pieces Veg. Cutlet, boiled veg., wafers, green salad, 1 sweet dish, sauce or chutney	135.00
A-4.	<u>PACKED LUNCH/DINNER (NON-VEG. CONTINENTAL)</u> : 2 Pieces chicken preparation (tandoori/fried), 2 Pieces chicken sandwich, boiled vegetables, green salad, wafers, 1 sweet, sauce or chutney	170.00
A-5.	<u>PACKED LUNCH/DINNER (VEG. CHINESE)</u> : Veg. Manchurian, chilli paneer, veg fried rice, veg noodles, salad, 1 sweet, Chinese sauce	135.00
A-6.	<u>PACKED LUNCH/DINNER (NON-VEG. CHINESE)</u> : Chicken preparation, Veg Sweet & Sour, veg fried rice, veg noodles, salad, 1 sweet, Chinese sauce	170.00

Delivery shall be free of charge. Extra transportation charges, if any, shall be payable as per S.No.5, Annexure-B. Above rates are inclusive of Service Charges. However, Service Tax / VAT, as applicable, would be payable extra as the case may be in accordance with the notification issued by the concerned authorities.

UNPRICED BID – Bidders shall write “Q” (Quoted) where they have quoted in the respective column of Price Bid and strike off the other two. In case the bidder is unable to quote for this Category, the same shall be indicated in the Unpriced Bid i.e. “NQ” (Not Quoted) should be written in the columns

S.No.	Descriptions	Individuals/Partnership Firms/HUF/AOP (Q / NQ)	Others (Public Ltd., Pvt. Ltd., etc.) (Q / NQ)
1	Quoted percentage (%) on all components of Schedule of Rates. 1) If quoted % is above then Prefix "+" the value 2) If quoted % is below then Prefix "-" the value 3) If no change, just write 0		
2	Amount of Service Tax payable by the party for the work		
		<i>If claiming abatement, write 0%, in the box above. If not claiming abatement, write 60%, in the box above.</i>	<i>If claiming abatement, write 40% in the box above. If not claiming abatement, write 100% in the box above.</i>
3	Amount of Service tax payable by the BHEL as service recipient under reverse charges	40% payable by BHEL	0 %

Note:

In the event of error / mismatch in the % quoted in figures and words, the % quoted in words shall prevail and shall be taken as correct for all purposes. However, higher of the two will be taken for evaluation purpose and the lower for placement of order.

Signature
Stamp

UNPRICED BID (Category-B)

BHEL SCHEDULE OF RATE FOR CATEGORY-B - BUFFET / SIT-DOWN

S.NO	DESCRIPTION OF MENU	Service	Rate (Rs. PER PERSON)
B-1	<u>BUFFET/SIT-DOWN (NORTH INDIAN VEG)</u> : Soup, 1 Paneer preparation, 1 mixed and 1 seasonal vegetable, dal, veg pulao/plain rice, Lachha pratha, tawa roti, curd item, papad, 2 salad, achar, 2 desserts (sweet/fresh fruit and ice cream)	Buffet	300.00
		Sit-down	375.00
B-2	<u>BUFFET (NORTH INDIAN NON-VEG)</u> : Soup, 1 Non-veg preparation (chicken/fish/mutton), 1 paneer preparation, 2 mixed or seasonal vegetable, dal, veg pulao/plain rice, Lachha pratha, tawa roti, curd item, papad, 2 salad, achar, 2 desserts (sweet/fresh fruit and ice cream)	Buffet	425.00
B-3	<u>SIT-DOWN (NORTH INDIAN NON-VEG)</u> : Soup, 2 Non-veg preparation (chicken/fish/mutton), 1 paneer preparation, 1 mixed or seasonal vegetable, dal, veg pulao/plain rice, Lachha pratha, tawa roti, curd item, papad, 2 salad, achar, 2 desserts (sweet/fresh fruit and ice cream)	Sit-down	490.00

Delivery shall be free of charge. Inclusive of Service Charges. However, Service Tax / VAT, as applicable, would be payable extra as the case may be in accordance with the notification issued by the concerned authorities.

*For sit-down arrangements, BHEL guarantees payment for a minimum of 15 (fifteen) persons.
For buffet arrangements, BHEL guarantees payment for a minimum of 20 (twenty) persons.*

UNPRICED BID – Bidders shall write "Q" (Quoted) where they have quoted in the respective column of Price Bid and strike off the other two. In case the bidder is unable to quote for this Category, the same shall be indicated in the Unpriced Bid i.e. "NQ" (Not Quoted) should be written in the columns.

S.No.	Descriptions	Individuals/Partners hip Firms/HUF/AOP (Q / NQ)	Others (Public Ltd., Pvt. Ltd., etc.) (Q / NQ)
1	Quoted percentage (%) on all components of Schedule of Rates. 1) If quoted % is above then Prefix "+" the value 2) If quoted % is below then Prefix "-" the value 3) If no change, just write 0		
2	Amount of Service Tax payable by the party for the work		
		<i>If claiming abatement, write 0%, in the box above. If not claiming abatement, write 60%, in the box above.</i>	<i>If claiming abatement, write 40% in the box above. If not claiming abatement, write 100% in the box above.</i>
3	Amount of Service tax payable by the BHEL as service recipient under reverse charges	40% payable by BHEL	0 %

Note:

In the event of error / mismatch in the % quoted in figures and words, the % quoted in words shall prevail and shall be taken as correct for all purposes. However, higher of the two will be taken for evaluation purpose and the lower for placement of order.

Signature
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UNPRICED BID (Category-C)

BHEL SCHEDULE OF RATE FOR CATEGORY-C - SOUTH INDIAN FOOD (VEG. PACKED LUNCH/ DINNER & VEG. BUFFET LUNCH / DINNER)

S.NO.	DESCRIPTION OF MENU	Service	RATE (Rs. PER PERSON/PACKET)
C-1	<u>*SOUTH INDIAN PACKED LUNCH / DINNER</u> : Rice, 1 Idli, 1 Vada, 1 Dahi Vada, 1 Small Dosa (Masala), 1 Sweet Or Rice, 2 Idli, 1 Dahi Vada, 1 Mixed Uthapam, 1 Sweet	Packed Lunch / Dinner	155.00
C-2	<u>SOUTH INDIAN BUFFET LUNCH:</u> 1 Soup, Idli, Dahi Vada, Vada, Msala/Plain Dosa, Utapam, Upma, Rice, Papad, 1 dessert and 1 salad (Sambar & chutney).	Buffet	310.00

Delivery shall be free of charge. * Extra transportation charges, if any, shall be payable as per S.No.5, Annexure-B. Above rates are inclusive of Service Charges. However, Service Tax / VAT, as applicable, would be payable extra as the case may be in accordance with the notification issued by the concerned authorities.

*For sit-down arrangements, BHEL guarantees payment for a minimum of 15 (fifteen) persons.
For buffet arrangements, BHEL guarantees payment for a minimum of 20 (twenty) persons.*

UNPRICED BID – Bidders shall write “Q” (Quoted) where they have quoted in the respective column of Price Bid and strike off the other two. In case the bidder is unable to quote for this Category, the same shall be indicated in the Unpriced Bid i.e. “NQ” (Not Quoted) should be written in the columns.

S.No.	Descriptions	Individuals/Partners hip Firms/HUF/AOP (Q / NQ)	Others (Public Ltd., Pvt. Ltd., etc.) (Q / NQ)
1	Quoted percentage (%) on all components of Schedule of Rates. 1) If quoted % is above then Prefix "+" the value 2) If quoted % is below then Prefix "-" the value 3) If no change, just write 0		
2	Amount of Service Tax payable by the party for the work		
		<i>If claiming abatement, write 0%, in the box above. If not claiming abatement, write 60%, in the box above.</i>	<i>If claiming abatement, write 40% in the box above. If not claiming abatement, write 100% in the box above.</i>
3	Amount of Service tax payable by the BHEL as service recipient under reverse charges	40% payable by BHEL	0 %

Note:

In the event of error / mismatch in the % quoted in figures and words, the % quoted in words shall prevail and shall be taken as correct for all purposes. However, higher of the two will be taken for evaluation purpose and the lower for placement of order.

Signature
Stamp

PRICE BID (Category-A)

BHEL SCHEDULE OF RATE FOR CATEGORY-A - PACKED LUNCH / DINNER

S.NO.	DESCRIPTION OF MENU	RATE (Rs. per packet)
A-1.	<u>PACKED LUNCH/DINNER (VEG. NORTH INDIAN)</u> : 1 Paneer Preparation, 1 Mixed or Seasonal Vegetable, 1 Dal, 1 Veg Pulao, 2 Laccha Pratha or 4 Tawa Rotis, Papad, Salad, Achar, 1 Sweet Dish.	135.00
A-2.	<u>PACKED LUNCH/DINNER (NON-VEG. NORTH INDIAN)</u> : 1 chicken preparation (2 pieces), 1 Dal, 1 Veg Pulao, 2 Laccha Pratha or 4 Tawa Rotis, Papad, Salad, Achar, 1 Sweet Dish.	170.00
A-3.	<u>PACKED LUNCH/DINNER (VEG. CONTINENTAL)</u> : 2 Pieces Cheese veg. Sandwich, 2 Pieces Veg. Cutlet, boiled veg., wafers, green salad, 1 sweet dish, sauce or chutney	135.00
A-4.	<u>PACKED LUNCH/DINNER (NON-VEG. CONTINENTAL)</u> : 2 Pieces chicken preparation (tandoori/fried), 2 Pieces chicken sandwich, boiled vegetables, green salad, wafers, 1 sweet, sauce or chutney	170.00
A-5.	<u>PACKED LUNCH/DINNER (VEG. CHINESE)</u> : Veg. Manchurian, chilli paneer, veg fried rice, veg noodles, salad, 1 sweet, Chinese sauce	135.00
A-6.	<u>PACKED LUNCH/DINNER (NON-VEG. CHINESE)</u> : Chicken preparation, Veg Sweet & Sour, veg fried rice, veg noodles, salad, 1 sweet, Chinese sauce	170.00

Delivery shall be free of charge. Extra transportation charges, if any, shall be payable as per S.No.5, Annexure-B. Above rates are inclusive of Service Charges. However, Service Tax / VAT, as applicable, would be payable extra as the case may be in accordance with the notification issued by the concerned authorities.

PRICE BID – BIDDERS TO QUOTE IN THE APPROPRIATE COLUMN IN THE FOLLOWING BOX AND STRIKE-OFF THE OTHER TWO. IN CASE THE BIDDER IS UNABLE TO QUOTE FOR ANY OF THE ITEMS, THE SAME SHOULD BE INDICATED IN THE UNPRICE BID.

S.No.	Descriptions	Individuals/Partnership Firms/HUF/AOP (% / Words) Upto 2 decimal places	Others (Public Ltd., Pvt. Ltd., etc.) (% / Words) Upto 2 decimal places
1	Quoted percentage (%) on all components of Schedule of Rates. 1) If quoted % is above then Prefix "+" the value 2) If quoted % is below then Prefix "-" the value 3) If no change, just write 0		
2	Amount of Service Tax payable by the party for the work		
		<i>If claiming abatement, write 0%, in the box above. If not claiming abatement, write 60%, in the box above.</i>	<i>If claiming abatement, write 40% in the box above. If not claiming abatement, write 100% in the box above.</i>
3	Amount of Service tax payable by the BHEL as service recipient under reverse charges	40% payable by BHEL	0 %

Note:

In the event of error / mismatch in the % quoted in figures and words, the % quoted in words shall prevail and shall be taken as correct for all purposes. However, higher of the two will be taken for evaluation purpose and the lower for placement of order.

Signature
Stamp

PRICE BID (Category-B)

BHEL SCHEDULE OF RATE FOR CATEGORY-B - BUFFET / SIT-DOWN

S.NO	DESCRIPTION OF MENU	Service	Rate (Rs. PER PERSON)
B-1	<u>BUFFET/SIT-DOWN (NORTH INDIAN VEG):</u> Soup, 1 Paneer preparation, 1 mixed and 1 seasonal vegetable, dal, veg pulao/plain rice, Lachha pratha, tawa roti, curd item, papad, 2 salad, achar, 2 desserts (sweet/fresh fruit and ice cream)	Buffet	300.00
		Sit-down	375.00
B-2	<u>BUFFET (NORTH INDIAN NON-VEG):</u> Soup, 1 Non-veg preparation (chicken/fish/mutton), 1 paneer preparation, 2 mixed or seasonal vegetable, dal, veg pulao/plain rice, Lachha pratha, tawa roti, curd item, papad, 2 salad, achar, 2 desserts (sweet/fresh fruit and ice cream)	Buffet	425.00
B-3	<u>SIT-DOWN (NORTH INDIAN NON-VEG):</u> Soup, 2 Non-veg preparation (chicken/fish/mutton), 1 paneer preparation, 1 mixed or seasonal vegetable, dal, veg pulao/plain rice, Lachha pratha, tawa roti, curd item, papad, 2 salad, achar, 2 desserts (sweet/fresh fruit and ice cream)	Sit-down	490.00

Delivery shall be free of charge. Inclusive of Service Charges. However, Service Tax / VAT, as applicable, would be payable extra as the case may be in accordance with the notification issued by the concerned authorities.

For sit-down arrangements, BHEL guarantees payment for a minimum of 15 (fifteen) persons.

For buffet arrangements, BHEL guarantees payment for a minimum of 20 (twenty) persons.

PRICE BID – BIDDERS TO QUOTE IN THE APPROPRIATE COLUMN IN THE FOLLOWING BOX AND STRIKE-OFF THE OTHER TWO. IN CASE THE BIDDER IS UNABLE TO QUOTE FOR ANY OF THE ITEMS, THE SAME SHOULD BE INDICATED IN THE UNPRICE BID.

S.No.	Descriptions	Individuals/Partnership Firms/HUF/AOP (% / Words) Upto 2 decimal places	Others (Public Ltd., Pvt. Ltd., etc.) (% / Words) Upto 2 decimal places
1	Quoted percentage (%) on all components of Schedule of Rates. 1) If quoted % is above then Prefix "+" the value 2) If quoted % is below then Prefix "-" the value 3) If no change, just write 0		
2	Amount of Service Tax payable by the party for the work		
		<i>If claiming abatement, write 0%, in the box above. If not claiming abatement, write 60%, in the box above.</i>	<i>If claiming abatement, write 40% in the box above. If not claiming abatement, write 100% in the box above.</i>
3	Amount of Service tax payable by the BHEL as service recipient under reverse charges	40% payable by BHEL	0 %

Note:

In the event of error / mismatch in the % quoted in figures and words, the % quoted in words shall prevail and shall be taken as correct for all purposes. However, higher of the two will be taken for evaluation purpose and the lower for placement of order.

Signature
Stamp

PRICE BID (Category-C)

BHEL SCHEDULE OF RATE FOR CATEGORY-C - SOUTH INDIAN FOOD (VEG. PACKED LUNCH/ DINNER & VEG. BUFFET LUNCH / DINNER)

S.NO.	DESCRIPTION OF MENU	Service	RATE (Rs. PER PERSON/PACKET)
C-1	<u>*SOUTH INDIAN PACKED LUNCH / DINNER</u> : Rice, 1 Idli, 1 Vada, 1 Dahi Vada, 1 Small Dosa (Masala), 1 Sweet Or Rice, 2 Idli, 1 Dahi Vada, 1 Mixed Uthapam, 1 Sweet	Packed Lunch / Dinner	155.00
C-2	<u>SOUTH INDIAN BUFFET LUNCH:</u> 1 Soup, Idli, Dahi Vada, Vada, Msala/Plain Dosa, Utapam, Upma, Rice, Papad, 1 dessert and 1 salad (Sambar & chutney).	Buffet	310.00

Delivery shall be free of charge. * Extra transportation charges, if any, shall be payable as per S.No.5, Annexure-B. Above rates are inclusive of Service Charges. However, Service Tax / VAT, as applicable, would be payable extra as the case may be in accordance with the notification issued by the concerned authorities.

*For sit-down arrangements, BHEL guarantees payment for a minimum of 15 (fifteen) persons.
For buffet arrangements, BHEL guarantees payment for a minimum of 20 (twenty) persons.*

PRICE BID – BIDDERS TO QUOTE IN THE APPROPRIATE COLUMN IN THE FOLLOWING BOX AND STRIKE-OFF THE OTHER TWO. IN CASE THE BIDDER IS UNABLE TO QUOTE FOR ANY OF THE ITEMS, THE SAME SHOULD BE INDICATED IN THE UNPRICE BID.

S.No.	Descriptions	Individuals/Partnership Firms/HUF/AOP (% / Words) Upto 2 decimal places	Others (Public Ltd., Pvt. Ltd., etc.) (% / Words) Upto 2 decimal places
1	Quoted percentage (%) on all components of Schedule of Rates. 1) If quoted % is above then Prefix "+" the value 2) If quoted % is below then Prefix "-" the value 3) If no change, just write 0		
2	Amount of Service Tax payable by the party for the work		
		<i>If claiming abatement, write 0%, in the box above. If not claiming abatement, write 60%, in the box above.</i>	<i>If claiming abatement, write 40% in the box above. If not claiming abatement, write 100% in the box above.</i>
3	Amount of Service tax payable by the BHEL as service recipient under reverse charges	40% payable by BHEL	0 %

Note:

In the event of error / mismatch in the % quoted in figures and words, the % quoted in words shall prevail and shall be taken as correct for all purposes. However, higher of the two will be taken for evaluation purpose and the lower for placement of order.

Signature
Stamp

No Deviation Certificate
(To be submitted with Part-I Bid)

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

Or

We hereby accept all terms and conditions of the above tender except the followings:

- 1.
- 2.
- 3.

Signature
With name, Designation & seal of the firm

DETAILS OF BUSINESS

1.0	Name of the Restaurant / Caterer:	
2.0	Address for communication:	
3.0	Registered Office, if any :	
4.0	Location of Restaurant / Kitchen(s):	
4.1	Distance of Kitchen / Restaurant from BHEL House (Kms.) :	
4.2	Telephone Nos.: (Office) (Res) (Kitchen) (Mobile) (Fax)	
5.0	Name of proprietor / partner:	
6.0	Name of contract person / telephone no. for placing / booking the order:	
7.0	Date / year of commencement of Business:	
8.0	Any other information:	

Signature
With name, Designation & seal of the firm

BIDDER'S DETAILS

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

(Signature & seal of the contractor)

DECLARATION

I/ We hereby declare that I / we have not been banned or de-listed by any PSU / Government Department / Financial Institute / Court and no case is pending with the police / court against our firm/ partner or the company.

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

Place:

Date:

NEFT Format

Beneficiary Name	
Beneficiary Bank Name	
Beneficiary Bank address	
IFSC CODE of the bank	
Beneficiary Account Number	
Email ID	
PAN	

Enclosed: A photocopy/cancelled copy of one leaf from my cheque book for the codes required above.

I hereby confirm that the above mentioned particulars are in order. To facilitate NEFT credits, I will inform BHEL in case of any changes in the Bank Particulars at a future date.

Thanking you,

Yours sincerely,

Signature:

Name:

Designation:

Company Seal:

Date:

TECHNICAL DETAILS

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

Work Experience fulfilling PQR Criteria (As per work orders and work completion certificate submitted in Part-I Bid)

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

PAN Card No. / Name on PAN Card	
Service Tax No. / Taxable Services	
Bank Details (NEFT)	

Income Tax Return (F.Y.)	2010-11	2009-10	2008-2009
Details of manpower			

(Signature & seal of the contractor)

DECLARATION REGARDING THE STATUS OF THE FIRM AND ABATEMENT

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

Signature
With name, Designation & seal of the firm

Government of India
Ministry of Finance
(Department of Revenue)

Notification No. 26/2012- Service Tax

New Delhi, the 20th June, 2012

G.S.R..... (E). - In exercise of the powers conferred by sub-section (1) of section 93 of the Finance Act, 1994 (32 of 1994) (hereinafter referred to as the said Act), and in supersession of notification number 13/2012- Service Tax, dated the 17th March, 2012, published in the Gazette of India, Extraordinary, Part II, Section 3, Sub-section (i) *vide* number G.S.R. 211 (E), dated the 17th March, 2012, the Central Government, being satisfied that it is necessary in the public interest so to do, hereby exempts the taxable service of the description specified in column (2) of the Table below, from so much of the service tax leviable thereon under section 66B of the said Act, as is in excess of the service tax calculated on a value which is equivalent to a percentage specified in the corresponding entry in column (3) of the said Table, of the amount charged by such service provider for providing the said taxable service, unless specified otherwise, subject to the relevant conditions specified in the corresponding entry in column (4) of the said Table, namely:-

Table

Sl. No.	Description of taxable service	Percent-age	Conditions
(1)	(2)	(3)	(4)
1	Services in relation to financial leasing including hire purchase	10	Nil.
2	Transport of goods by rail	30	Nil.
3	Transport of passengers, with or without accompanied belongings by rail	30	Nil.
4	Bundled service by way of supply of food or any other article of human consumption or any drink, in a premises (including hotel, convention center, club, pandal, shamiana or any other place, specially arranged for organizing a function) together with renting of such premises	70	(i) CENVAT credit on any goods classifiable under Chapters 1 to 22 of the Central Excise Tariff Act, 1985 (5 of 1986) used for providing the taxable service, has not been taken under the provisions of the CENVAT Credit Rules, 2004.
5	Transport of passengers by air, with or without accompanied belongings	40	CENVAT credit on inputs and capital goods, used for providing the taxable service, has not been taken under the provisions of the CENVAT Credit Rules, 2004.

6	Renting of hotels, inns, guest houses, clubs, campsites or other commercial places meant for residential or lodging purposes.	60	Same as above.
7	Services of goods transport agency in relation to transportation of goods.	25	CENVAT credit on inputs, capital goods and input services, used for providing the taxable service, has not been taken under the provisions of the CENVAT Credit Rules, 2004.
8	Services provided in relation to chit	70	Same as above.
9	Renting of any motor vehicle designed to carry passengers	40	Same as above.
10	Transport of goods in a vessel	50	Same as above.
11	Services by a tour operator in relation to,- (i) a package tour	25	(i) CENVAT credit on inputs, capital goods and input services, used for providing the taxable service, has not been taken under the provisions of the CENVAT Credit Rules, 2004. (ii) The bill issued for this purpose indicates that it is inclusive of charges for such a tour.
	(ii) a tour, if the tour operator is providing services solely of arranging or booking accommodation for any person in relation to a tour	10	(i) CENVAT credit on inputs, capital goods and input services, used for providing the taxable service, has not been taken under the provisions of the CENVAT Credit Rules, 2004. (ii) The invoice, bill or challan issued indicates that it is towards the charges for such accommodation. (iii) This exemption shall not apply in such cases where the invoice, bill or challan issued by the tour operator, in relation to a tour, only includes the service charges for arranging or booking accommodation for any person and does not include the cost of such accommodation.
	(iii) any services other than specified at (i) and (ii) above.	40	(i) CENVAT credit on inputs, capital goods and input services, used for providing the taxable service, has not been taken under the provisions of the CENVAT Credit Rules, 2004. (ii)The bill issued indicates that the amount charged in the bill is the gross amount charged for such a tour.

12.	Construction of a complex, building, civil structure or a part thereof, intended for a sale to a buyer, wholly or partly except where entire consideration is received after issuance of completion certificate by the competent authority	25	(i) CENVAT credit on inputs used for providing the taxable service has not been taken under the provisions of the CENVAT Credit Rules, 2004. (ii) The value of land is included in the amount charged from the service receiver.
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Explanation. –

A. For the purposes of exemption at Serial number 1 -

- (i) The amount charged shall be an amount, forming or representing as interest, i.e. the difference between the installments paid towards repayment of the lease amount and the principal amount contained in such installments;
- (ii) the exemption shall not apply to an amount, other than an amount forming or representing as interest, charged by the service provider such as lease management fee, processing fee, documentation charges and administrative fee, which shall be added to the amount calculated in terms of (i) above.

B. For the purposes of exemption at Serial number 4 -

The amount charged shall be the sum total of the gross amount charged and the fair market value of all goods and services supplied in or in relation to the supply of food or any other article of human consumption or any drink (whether or not intoxicating) and whether or not supplied under the same contract or any other contract, after deducting-

- (i) the amount charged for such goods or services supplied to the service provider, if any; and
- (ii) the value added tax or sales tax, if any, levied thereon:

Provided that the fair market value of goods and services so supplied may be determined in accordance with the generally accepted accounting principles.

C. For the purposes of exemption at Serial number 12 –

The amount charged shall be the sum total of the amount charged for the service including the fair market value of all goods and services supplied by the recipient(s) in or in relation to the service, whether or not supplied under the same contract or any other contract, after deducting-

- (i) the amount charged for such goods or services supplied to the service provider, if any; and
- (ii) the value added tax or sales tax, if any, levied thereon:

Provided that the fair market value of goods and services so supplied may be determined in accordance with the generally accepted accounting principles.

2. For the purposes of this notification, unless the context otherwise requires,-

- a. "chit" means a transaction whether called chit, chit fund, chitty, kuri, or by whatever name by or under which a person enters into an agreement with a specified number of persons that every one of them shall subscribe a certain sum of money (or a certain quantity of grain instead) by way of periodical installments over a definite period and that each subscriber shall, in his turn, as determined by lot or by auction or by tender or in such other manner as may be specified in the chit agreement, be entitled to a prize amount,
 - b. "package tour" means a tour wherein transportation, accommodation for stay, food, tourist guide, entry to monuments and other similar services in relation to tour are provided by the tour operator as part of the package tour to the person undertaking the tour,
 - c. "tour operator" means any person engaged in the business of planning, scheduling, organizing, arranging tours (which may include arrangements for accommodation, sightseeing or other similar services) by any mode of transport, and includes any person engaged in the business of operating tours,
3. This notification shall come into force on the 1st day of July, 2012.

[F.No. 334 /1/ 2012-TRU]

(Rajkumar Digvijay)

Under Secretary to the Government of India

CHECK-LIST (Part-I Bid)

SUMMARY OF COMPLIANCE TO REQUIREMENT OF TENDER
(Important for successful evaluation of your bids.)

SN	Description of requirement	Yes/ No/NA	Page Nos.
1	Copies of the Balance sheet and Profit & Loss account statement of last three financial years ending on 31 st March, 2012 i.e. FY 2009-10, 2010-11 & 2011-12 or duly certified by CA.		
2	Acknowledgement of I-T return of last three financial years i.e. FY 2008-2009, 2009-10 & 2010-11.		
3	Copy of the PAN card.		
4	Copy of Service Tax Registration Certificate.		
5	Catering Services for BHEL (Annexure-A).		
6	Part-I: Techno-Commercial – Terms & Conditions (Annexure-B).		
7	Unpriced Bids (Annexure-C1;C2;C3).		
8	No Deviations Certificate (Annexure-D).		
9	Details of Business (Annexure-E).		
10	Bidder's Details (Annexure-F).		
11	Declaration reg. non banning (Annexure-G).		
12	NEFT Format (Annexure-H).		
13	Technical Details (Annexure-I).		
14	Declaration regarding the status of the firm & Abatement (Annexure-J).		
15	Service Tax Notification (Annexure-K).		
16	Checklist (Annexure-L).		

Important Note: Documents submitted must be properly indexed / numbered and separate within the Part-I Bid.

(Signature & seal of the contractor)