

**BHARAT HEAVY ELECTRICALS LIMITED  
BHEL ESTATE OFFICE**

**BHEL- TOWNSHIP, SECTOR-17  
NOIDA, UP - 201301**



**TENDER DOCUMENTS**

**FOR**

**PROVIDING CATERING SERVICES ON THE OCCASION OF  
REPUBLIC DAY FUNCTION IN BHEL TOWNSHIP,  
SECTOR-17, NOIDA.**

**NIT No. 19:AA:NOI:ADMN.:RD(Catering):112:2013-14  
Dated: 11.12.2013**

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**Last date for Submission of offer: 01.01.2014 upto 1500hrs**



भारत हेवी इलेक्ट्रिकल्स लिमिटेड  
**Bharat Heavy Electricals Ltd.**

सम्पदा कार्यालय, सेक्टर -१७, नोएडा - २०१ ३०१ (यू.पी.), भारत  
BHEL Township : Estate Office, Sector-17, Noida-201 301 (UP) INDIA  
फोन (का.)/ Tel.- 0120-6740983, फैक्स (Fax)- 0120-6740994

**NOTICE FOR INVITING OPEN TENDER**

Sealed tenders are invited in two parts bids for the following Services in BHEL Township, Sector-17, Noida.

**Name of Services** : Providing Catering services on the occasion of Republic Day Function in BHEL Township, Sector- 17, NOIDA.

**NIT No.** : 19:AA:NOI:ADMN.: RD(Catering):112:2013-14  
Dated: 11.12.2013

**Date & Time** : From 10:00 AM to 1:30 PM on 26/01/2014

**Earnest Money** : Nil  
**Tender Cost** : Nil

**DATE OF SUBMISSION & OPENING OF TENDER**

**Last date for submission of sealed tender at Estate Office, BHEL Township, Sector-17, Noida** : **01/01/2014 at 1500 Hrs.**

**Date of opening the tender** : **01/01/2014 at 1530 Hrs.**

**Venue for opening of Tender** : **Estate Office, BHEL Township Sector-17, Noida**

The Tender Document may be obtained from the office of Engineer (HR-TAX), Estate office, Sector-17, Noida free of cost or may be downloaded from BHEL web site ([www.bhel.com](http://www.bhel.com)) or from CPP Portal (<http://eprocure.gov.in>). The sealed tender may be sent either by registered post/ Speed Post/ Courier Services or by hand in the office of Engineer (HR-TAX), between 9.00 AM to 5.30 PM on any working day latest by 01.01.2014 at 3:00 PM. In case of any clarification the bidder can contact undersigned on Tel. No.-0120-6740983, mobile No.-8800957670 or at e-mail: [omender@bhel.in](mailto:omender@bhel.in).

**(Omender Singh)**  
Engineer (HR-TAX)  
On behalf of "BHEL"

## **PART 'A' – TECHNO-COMMERCIAL BID**

### **A. INSTRUCTIONS FOR THE BIDDERS:**

1. The offer shall be submitted as per the instructions of tender document. Only one set of tender document duly signed & stamped on each page shall be submitted as detailed further. Tenderer should note specifically that all pages of tender document, including the NIT page for this particular tender shall be submitted by them (after signing/ stamping on each page) as a part of their offer. **Price shall not be mentioned by them anywhere in the techno-commercial portion of offer, except in the relevant price bid** and submitted in separate sealed envelope. In case of any clarification, bidder may contact this office.
2. Tender documents are also available on BHEL web site ([www.bhel.com](http://www.bhel.com)) & on CPP Portal (<http://eprocure.gov.in/cppp/>) which can be downloaded and used as tender document for submitting the bid.
3. No overwriting / correction in tender documents by tenderer shall be allowed. However if correction is unavoidable, the same must be signed.
4. Tender must be submitted in two parts, i.e., (i) Techno-Commercial Bid along with un-price bid (Annexure-I ) and (ii) Price Bid (Part-B). The tenderer must submit their tenders in two separate sealed envelopes prominently super scribed as Part – A 'Techno- commercial bid' and Part-B 'Price Bid' along with NIT No. & due date written on each of the envelope. These two separate envelopes shall together be kept in third envelop super scribed with name of Services & NIT No.
5. Techno-commercial bid should contain all the documents in proof of Pre- qualifying criteria, signed tender document having NIT page, Instructions for tenderer, General conditions, Special Conditions, un-price bid, all the annexure duly filled & signed by the tenderer.
6. The tenderer shall submit the Bank details along with a cancelled cheque for payment through NEFT/RTGS.
7. Price Bid should contain only the "Part-B, Price Bid Format" after quoting the rates as specified in the Price bid format.
8. Rate shall be quoted for each item inclusive of all taxes but exclusive of service tax which shall be quoted separately in same price bid format. Rates must be quoted in figures as well as in words.
9. On the date of opening of tender, only Techno-Commercial Bid shall alone be opened.
10. Date of opening of Price Bid will be intimated by post, telephone or e-mail separately to the Tenderers who qualify in the Techno-Commercial bid.
11. BHEL reserves the right to accept or reject any or all offers without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter.
12. In case any typing error/other clerical errors is noticed by the tenderer, in the tender documents, the same must be pointed out and got clarified before submission of offer, or else, BHEL's interpretation shall prevail & shall be binding on the tenderer.
13. The Tenderer should accept all terms & conditions of the tender unconditionally. Tenders with deviations from terms and conditions shall be rejected.
14. In case any document required as per PQR is not submitted in techno-commercial bid (part-A) the party shall be asked to submit the same within 24 hours by email, etc. If the document(s) is/are not received within 24 hours the offer may be rejected.
15. Tenderers are requested to go through the scope of services, visit the site/location etc. and get fully acquainted with the work place and prevailing working conditions to get all their doubts clarified regarding the above services before submitting the offer. Engineer-in-charge's decision will be full and final in the event of any. Any queries regarding this tender may be clarified from Engineer (HR-TAX), on Telephone No. 0120- 6740983 / mobile No.-8800957670 or e-mail : [omender@bhel.in](mailto:omender@bhel.in)
16. The tenderers or their representative may attend the opening of techno-commercial bid (Part-A) and the technically qualified tenderers or their representative may attend the opening of Price bid (Part B), if they so desire. The tenders (both the parts) shall be opened on schedule date & time even if the bidders or their representative are not present.

## **B. PRE QUALIFYING CRITERIA:**

- a) The bidder shall submit the complete tender document in all respects duly signed & stamped on each and every page as a token of acceptance of all the terms and conditions of tender.
- b) The bidder should **have PAN No.** Self-attested copy of PAN Card is to be submitted.
- c) Bidder should have **Service Tax Registration No.** Self-attested copy of Service Tax Registration is to be submitted.
- d) The bidder's average annual financial turnover should be Rs.52,200.00 or above for the last 03 financial Years (2010-11, 2011-12 & 2012-13 ending 31<sup>st</sup> Mar 2013). Self-attested copies of balance Sheet, Profit & Loss Account Certified by CA along with copies of Income Tax return of last three financial years ending 31<sup>st</sup> Mar 2013 to be submitted.
- e) Self-attested copies of Work Orders/ Award letters/ Contract Agreement in support of proof of experience for the services executed by the bidders during last 7 years ending on 30/11/2013. The Work Order/ Award letters of successful completion of similar services (Similar services means providing catering services) shall only be acceptable. The value of work experience should be as follows:
  - i. Three similar completed jobs/ services/works costing not less than **Rs. 69,600.00** each.  
or
  - ii. Two similar completed jobs/ services/ works costing not less than **Rs. 87,000.00** each.  
or
  - iii. One similar completed jobs/ services/ works costing not less than **Rs. 1,39,200.00**.
- f) The Bidder must submit a declaration (enclosed at Annexure –II), that no case is pending with the police/ court against the proprietor/ firm/ partner or the company (Agency). As well as the bidder has not been suspended / blacklisted by any organization.
- g) No deviation certificate as per Annexure –III (enclosed) must be signed and stamped.
- h) Bidder must submit the bidder's details in the enclosed format ( Annexure-IV)

## **C. GENERAL TERMS & CONDITIONS:-**

- 1) Tenders received late /in open condition/ not meeting the tender condition / incomplete in any respect are likely to be rejected.
- 2) BHEL will not be responsible for the postal delay under any circumstances for non-receipt of Tenders by due date & time.
- 3) The offer of the bidders who are on the banned list and also the offer of the bidders who engage the services of the banned firms, shall be rejected. The list of the banned firms is available on BHEL web site [www.bhel.com](http://www.bhel.com)
- 4) The parties qualified techno-commercially in this tender enquiry will may be treated as approved vendors for the future tender enquiries.
- 5) The Tenderers are required to quote for the complete scope of services. Tenders for part of the services or incomplete in any respect are liable to be rejected.
- 6) Rates quoted by the bidder will be firm. No price variation and escalation due to increase in labour / material cost will be allowed.
- 7) The rates quoted by the bidder are deemed to be inclusive of all and any other incidental works required to complete the services and inclusive of all the taxes but excluding Service Tax. The Service Tax shall be quoted extra in the same price bid format.
- 8) The rate should be indicated both in words and figures. All entries in the Tender must be written in ink or typewritten. Over-writing should be avoided. Corrections, if any, should be attested with signature by the bidder.
- 9) **OFFER VALIDITY:** Validity of offer will be **30 days** from the date of opening of the techno-commercial bid.
- 10) **EVALUTION CRITERIA:** The criteria of evaluation of techno-commercial bids shall be on the basis of documents submitted by the tenderers. Evaluation of Price Bid will be done on overall L-1 rate inclusive all including Service Tax (on Sl.No.-5 of Price Format). In case of tie between the overall rates of two or more bidders, the Snap bidding system will be followed to arrive the L-1 bidder.

- 11) **CORRECTION OF ARITHMETIC ERRORS:** Provided that the bid is substantially responsive, BHEL shall correct arithmetical errors on the following basis:
- a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the BHEL there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.
  - b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
  - c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
  - d) **In case, gross total price does not match with the total of item wise breakup, the highest price so calculated shall be considered for evaluation but in case of order, the same shall be placed at the lowest price**
  - e) If any bidder does not accept the correction of errors, their bids are liable to be disqualified.
- 12) **COMPLETION PERIOD:** All the arrangement with proper setting shall be completed latest by 09:45 AM on 26.01.2014. Date & Time of Lunch shall be from 10:00 AM to 1:30 PM on 26/01/2014.
- 13) **QUANTITY VARIATION:** The quantity of any item mentioned in the Price Format may vary  $\pm$  10% during execution of work as per the direction of Engineer-in-charge.
- 14) **SUBLETING:** The Contractor shall not sublet, transfer or assign the full work or any part thereof to any other person/company/organization. .
- 15) **PAYMENT TERMS:**
- a) Payment shall be made for the actual executed quantity of items, i.e. actual no. of Lunch items/plates provided.
  - b) No advance payment or the payment for mobilization of work will be made to the contractor.
  - c) Bill raised by the Contractor shall be certified by the official in-charge of BHEL and the 100% payment will be made within 15 days by NEFT/RTGS from the date of receipt of in discrepant bill.
  - d) The contractor shall not be entitled to any interest with respect to any money which may be due to him from BHEL.
  - e) All payment will be subject to deduction of taxes at source as per rules.
  - f) Any tax incurred on purchase of materials by the contractor in respect of this contract shall be treated as included in the charges and BHEL will not entertain any additional claim whatsoever in this respect.
  - g) The Service Tax shall be paid as per the quoted rate of Service Tax (at Sl. No. - 3 & 4 of Price Format). No payment of Service Tax will be made if not quoted by the tenderer in the Price Format.
- 16) **SECURITY DEPOSIT:**
- a) The security deposit shall be collected from the successful tenderer. The rate of Security Deposit will be as below :  
**Upto Rs. 10 lakhs : 10% of work order value**  
**Above Rs. 10 lakhs & upto Rs. 50 lakhs: Rs. 1 Lakh + 7.5 % of the amount exceeding 10 lakhs**  
**Above Rs. 50 lakhs: Rs 4 lakhs + 5% of amount exceeding Rs 50 lakhs**  
The security deposit should be collected before start of work by the contractor.
  - b) Security deposit may be furnished in any one of the following forms:
    - i) Cash ( as permissible under the Income Tax Act)
    - ii) Pay order / demand draft in favour of BHEL.
    - iii) Local cheques of schedule banks, subject to realization.
    - iv) Bank Guarantee from Schedule Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
    - v) Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit should be deposited before start of the work and balance 50% may be recovered from the running bills.
    - vi) The Security Deposit shall not carry any interest.
  - c) The security deposit will be released after the actual completion of work.

- d) Failure to pay the security deposit shall be treated as failure to discharge the duties under the contract and shall result in cancellation of the contract and the contractor shall be liable to compensate BHEL for any losses incurred by BHEL. BHEL reserves the right to appropriate any part / whole of the amount of the security deposit without prejudice to other claims against the contractor for losses suffered by BHEL due to failures on the part of the contractor, due to termination of contract or contractor becoming disqualified because of liquidation / insolvency. The decision of BHEL in respect of such losses, damages, charges, expenses or costs, shall be final and binding to the contractor.
- 17) **L.D. FOR BAD QUALITY OF SERVICES:** In case the services offered are not found satisfactory an L.D. of up to 20% of total value will be deducted from the bill.
- 18) No excuses like hindrance because of extreme weather conditions, non-availability of labour and material etc. will be entertained for not providing services on time.
- 19) All necessary precautions with respect to safety at site and environmental aspects and their impacts shall have to be taken by the contractor for activities performed by his workers.
- 20) In case of any dispute, the decision taken by BHEL Management will be final and binding on the contractor.
- 21) No party shall be permitted to tender for work in BHEL in which any of their near relatives is an employee connected with the award and execution of the contract. They shall also intimate the names of persons who are working with them in any capacity or subsequently employed by them and who are near relatives of any employee of the BHEL. Any violation of this condition which comes to the Notice of the BHEL after the work is awarded will entitle the BHEL to treat the contractors as having committed a breach of contract and to exercise all the rights and remedies available to the BHEL on account thereof.
- 22) **RECOVERY FROM CONTRACTOR:** Whenever under the contract, any sum of money shall be recoverable from or payable by the contractor, the same may be deducted from any sum then due or which at any time thereafter may become due to the contractor under the contract or under any other contract with BHEL or from his security deposit, or the contractor shall pay the claim on demand without any terms & conditions.
- 23) **POST TECHNICAL AUDIT OF WORK AND BILLS:** BHEL reserves the right to carry out a post payment audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc. and to enforce recovery of any sums becoming due as a result thereof in the manner provided into the proceeding sub-paragraph provided however, that no such recovery shall be enforced after three years of passing the final bill.
- 24) **ARBITRATION / CONCILIATION:** In the event of any dispute arising between the parties hereafter referred as BHEL and Contractor in respect of or connected with this contract, General & Special terms & conditions of tender, then the same shall be referred to Arbitration and Arbitrator will be nominated by the Head of Administration of BHEL Corp. Office, New Delhi, whose decision shall be final and binding on both the parties. However, any differences or doubt pertaining to meaning/ interpretation of any phrase word used in terms or in the schedule of services, their nature and manner of rendering of such services shall be the excepted matter and be referred to the Head of Administration of BHEL Corp. Office, New Delhi, whose decision shall be the final and binding. The provisions of Arbitration and Conciliation Act, 1996 or any statutory modification and re-enactment thereof will apply to such arbitration provided however, in all matters the venue of proceedings will be Delhi and only Delhi or appropriate Courts will have jurisdiction over the same.
- 25) **RISK CLAUSE:** In case the contractor do not accept the work awarded to him or do not turn up after the award of work, BHEL shall have the right without any prejudice to get the work done through any other alternate agency at the risk and cost of Contractor. The additional cost including loss, if any incurred by BHEL will be recovered from the Contractor.

#### **D. SPECIAL TERMS & CONDITIONS:**

- 1) All materials/ items including utensil & fuel for cooking of food etc. shall be arranged by the contractor.
- 2) All the arrangement of snacks including eatables etc must be ready at the venue by 09:45 AM on 26<sup>th</sup> Jan 2014.
- 3) The Kulfi & Ice-cream must be of standard brand like, Mother Dairy, Amul, Vadilal or equivalent.

- 4) The packaged drinking water must of standard brand like Bisleri, Aguafina, Kinley or equivalent.
- 5) The full quantity of plates & other necessary utensils should be available to cater 300 persons before the start of snacks.
- 6) It will be ensured by the caterer that all eatables are of best quality and hygienic.
- 7) The eatables / snack items shall be of standard size.
- 8) The Dongas/ Paper plates/ Napkins etc. of good quality shall be arranged by the caterer.
- 9) The waiters deployed for serving the food & water shall be well dressed, in uniform, neat & clean. If any waiter is found not good in appearance, he will not be allowed to be deployed.
- 10) The caterer shall deploy a supervisor for supervision of full arrangement. He will follow all the instruction of Engineer-in-charge.
- 11) Sufficient numbers of waiters to be there for prompt service.
- 12) Washing of utensils and reusing them will not be permitted.
- 13) Two sets of serving counter would be operational at the same time.
- 14) After completion of function the contractor shall remove all the arrangement at the earliest.

**(Omender Singh)**  
Engineer (HR-TAX)  
On behalf of “BHEL”



**DECLARATION**

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

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

Place:

Date:

**ANNEXURE-III**

**ESTATE OFFICE: BHEL TOWNSHIP: NOIDA**

NIT No.: 19:AA:NOI:ADMN.:RD (Catering):112:2013-14

Dated: 11.12.2013

**No Deviation Certificate**

Notwithstanding anything mentioned in our bid, we hereby accept all the terms and conditions of the above tender and there is no deviation in the terms & conditions of tender. We confirm that the offer submitted by is confirming to all the terms and conditions mentioned in the tender document. We hereby undertake and confirm that we have understood the scope of services properly and shall carry out the job as mentioned in this tender.

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

**BIDDER'S DETAILS**

Name of the Contractor /Party/ Firm	
Present status of Party, whether Individual/ HUF/ Partnership firm/ AOP/ Public Ltd. Company/ Private Ltd. Company	
Name of Representative	
Postal Address	
Phone/ Landline Nos.	
Mobile Nos.	
Fax No.	
E-Mail Address	
Web Site Address ( If Any)	
Bank details for payment through NEFT/RTGS	Name of Bank: Branch: Account No.: IFSC No.: MICR No.:

**Note:** Submit a canceled cheque for verification of above bank details.

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