



**BHARAT HEAVY ELECTRICALS LIMITED**  
**ELECTRICAL MACHINES REPAIR PLANT,**  
**Plot No.D-1, Cross Road 'C', Road No.16, MIDC,**  
**Andheri (East), MUMBAI – 400 093**

**NOTICE INVITING TENDER**

**NIT No. BHEL/EMRP/HR/13-14/T-07**

BHEL, EMRP, Mumbai invites sealed tender in Two Part viz Part A "Techno-Commercial Bid" and Part B "Price Bid" from experienced and competent bidders who fulfill the qualifying criteria contained in the tender documents :

Name of work	Providing Canteen Services in our office premises.
Earnest Money	Rs. 1,50,000.00 in the form of D.D. drawn in favour of BHEL to be enclosed with techno-commercial bid
Last date & time for selling of tender	<b>20.02.2014 up to 1600 hours</b>
Due date & time of bid submission	<b>On or before 22.02.2014, up to 1400 Hrs</b>
Due date & time of bid opening	<b>22.02.2014, 1430 Hrs onward</b>

**NOTE:**

- 1. Tender can be down loaded from our website [www.bhel.com](http://www.bhel.com)**
- 2. All subsequent corrigendum/amendment shall be hosted only on website and not in press. Hence, bidders are advised to always be in touch with our said website until the tender is finally opened.**
- 3. For detail, refer tender documents.**
- 4. For Penalty, refer clause no. 14 of the NIT.**

**Manager (HR & Civil)**  
**Phone no.: 022- 2835 8701**

BHARAT HEAVY ELECTRICALS LIMITED, ELECTRICAL MACHINES REPAIR PLANT (BHEL, EMRP) having its Factory and Administrative Block in Plot D-1, MIDC, Andheri (E) Mumbai invites competitive offers for providing canteen services for Breakfast, Lunch, Evening snacks, Tea/ Coffee to be cooked / prepared and served in our factory premises for aprox. 107 persons per day for a minimum period of Two year as per the following terms and conditions:

**1. Scope of Work:**

Cooking / preparation and serving of Break Fast, Lunch, Tea/ Coffee as per menu at Annexure 'A', for aprox. 107 persons per day with provision for supplying additional 10%. However the payment will be made for actual consumption only as per coupons issued to employees from HR department. Supply of Evening Snakes, Guest Tea / Coffee shall be as per requirement.

**2. Pre- Qualification Criteria**

a) The bidder should have an average annual financial turnover not less than Rs.20 Lacs during last three financial years ending on 31/03/2013.

b) The bidder should have experience of successfully completed such or similar kind of Work / Services during last 7 years ending on 31/12/2013 for valuing either of the following values -

(i) Three Services / Works each valuing not less than Rs. 25 Lacs

Or

(ii) Two Services / Works each valuing not less than Rs. 30 Lacs

Or

(iii) One Service /Work valuing not less than Rs. 50 Lacs

(Similar kind of services / work include services in an Industrial Canteen)

**Note:**

**1. Above mentioned criteria should be met by the bidder himself OR his principals and not by any associate bidder.**

**2. Necessary documents like Work Orders, BOQ and completion certificates and Audited Balance Sheet with P/L Account etc. duly certified by chartered accountant as may be applicable are required to be submitted in fulfillment of above criteria.**

**3. Pre-bid Meeting** shall be held in the office of the undersigned at 11AM on 15/02/2014 for techno-commercial clarifications if any.

**3. Earnest Money:**

The bidder shall be required to deposit an amount of Rs. 1.50 Lakh towards Earnest Money in the form of DD/PAY ORDER from a Nationalised Bank payable in the name of BHEL.

**4. PROCEDURE FOR SUBMISSION OF BIDS.**

**4.1** The bid is invited in two part i.e. Part -"A" Techno-commercial Bid and Part - "B" Price Bid. The bidder shall submit their offer in two different sealed covers i.e. **part "A" Techno-Commercial Bid and Part "B" price bid.** Tender enquiry No. & date and due date should be mentioned on each cover. These two covers should be placed in another large cover & sealed. This cover should also have Tender Enquiry no. & date and due date with subject clearly written on the top.

**4.1.1 Techno-Commercial Bid Part "A":**

The following documents are required to be submitted in the **part "A" Techno-commercial bid** –

- i) No deviation certificate on bidder's letter head as per Annexure – C.
- ii) Certificate of establishment issued by the relevant statutory authority.
- iii) Certificate for Over Writing /Erasures/Corrections on bidder's letter head as per Annexure – D.
- iv) Declaration as per Annexure – E on bidder's letter head.
- v) Copy of PAN/TAN No.
- vi) Copy of service tax/ Maharashtra Value Added Tax registration.
- vii) Earnest Money Deposit.
- viii) Other commercial terms if any.
- ix) Singed copy of entire NIT documents as a token of acceptance of terms & conditions along with un-priced Price Bid duly indicated as "QUOTED" against each of the item.

#### **4.2.2 Price Bid Part "B":**

The bidder shall submit price only in the desired Price Bid Format issued along with this NIT as Annexure "P" duly signed and sealed.

#### **5. Security Deposit :**

The successful bidder shall deposit a sum equivalent to 10% of contract value upto 10 lakhs, as security deposits. For Contract Value of above Rs. 10 lakhs to Rs. 50 lakhs SD shall be 1 lakh +7.5 % of the amount exceeding Rs. 10 lakhs. 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 favor of BHEL.
- iii) Local Cheques of Scheduled Banks, Subject to realization.
- iv) Securities available from Post Office such as National savings Certificate, Kissan Vikas Patras etc. (Certificate should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).
- v) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The bank guarantee format should have the approval of BHEL.
- vi) Fixed deposit receipt issued by scheduled banks/ Public Financial Institutions as defined in the ACT. The FDR should be in the name of the contractor A/c BHEL duly discharged on the bank.
- vii) 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 will be collected before start of work and the balance 50% will be recovered from the running bills.
- viii) EMD of the successful tenderer shall be converted and adjusted against the security deposit.
- ix) The security deposit shall not carry any interest.
- x) Security deposit amount will be refunded after the satisfactory completion of the contract.

**Note:** Acceptance of security deposit against Sr. No. (iv) and (vi) above will be subject to hypothecation of endorsement on the document in favor of BHEL. However, BHEL will not be liable or responsible in any matter for the collection of interest or renewal of the document or in any other matter connected therewith.

**6 Duration of Contract :** Initially the tenure of the contract will be for a period of two years with a provision to extend the same for one more year on same rates, terms and conditions.

## 7 GENERAL TERMS & CONDITIONS

- 7.1 The company reserves its right to accept/ reject any offer fully or partly without assigning any reason, if required.
- 7.2 In cases of award of contract to the successful contractor, the EMD can be adjusted against the amount to be deposited by the contractor as security deposit
- 7.3 Offers received incomplete or without EMD shall stand disqualified automatically and other part of the bid shall not be opened.
- 7.4 EMD of the bidder will be forfeited as per tender documents if:
- i. After opening the tender, the tenderer revokes his tender within the validity period or increased his earlier quoted rates.
  - ii. The tender does not commence the work within in the period as per LOI/ Contract in case the LOI/ contract is silent in this regard within 15 days after award of contract.
- 7.5 Any variance observed in Un-priced "Price Bid" duly submitted along with the Techno-commercial Bid and the Price Bid, then detailed furnished in Techno-commercial Bid shall only be valid and binding on the bidder. No deviation on this account shall be acceptable in Price Bid.
- 7.6 All Question, disputes or difference arising under/ out of or in connection with the agreement shall be subject to the executive jurisdiction of the court of Mumbai, India.
- 7.7 **Arbitration:** Any dispute arising out of this enquiry shall be referred to the sole arbitration of General Manager / Additional General Manager I/C BHEL/EMRP/Mumbai-93 or any officer nominated by him, and arbitration proceedings shall be conducted in accordance with the Arbitration & Reconciliation Act 1996. The award of the Arbitrator shall be final and binding on the parties. The Arbitration proceedings shall be held at Mumbai only.
- 7.8 The company reserves the right to terminate the contract at any time without assigning any reason thereof by giving notice of their intention to do so in writing to the contractor who shall not be entitled to any compensation by reason of such termination.
- 7.9 Interested parties are advised to visit our premises, fully understand scope of work and operational details of canteen to avoid any doubts at a later stage.
- 7.10 Bids will be opened in front of the tenderer or their authorized representative who wish to be present on the due date.

## 8 SPECIAL TERMS & CONDITIONS

- 8.1 Even though a suggested menu at Annexure - A has been given in the NIT, but the successful bidder may take opportunity to prepare and serve food with different menu of his own choice. For this purpose 15 days time shall be given to the contractor on commencement of contract to prepare and serve menu of his own choice and get it approved from BHEL. Moreover, the contractor shall also be given opportunity to suggest changes in Menu intermittently for which approval shall be given by BHEL.
- 8.2 Contractor shall prepare food in BHEL Canteen kitchen and serve the same in the Dining Hall / Shop / Office at specified timings mentioned in Annexure - 'B'. However, the contractor will have to make his own arrangement for cooking and serving including supply of required Raw Material, essential utensils, Boilers, Stove and Fuel etc. complete. BHEL will provide kitchen and storage space only.

- 8.3 Electrical consumption shall be metered (To be provided by BHEL) and suitable recovery towards electricity consumed shall be made from the monthly bill.
- 8.4 Food and Beverages shall be served hot. Contractor has to make necessary arrangements for keeping the food items warm. Water required for cooking and cleaning shall be provided by BHEL.
- 8.4 Under no circumstances the contractor shall be allowed to prepare and supply the food outside our factory campus.
- 8.5 Contractor shall be fully responsible for maintaining the kitchen, dining and storage areas in clean and tidy condition and a high standard of hygiene shall be ensured by carrying out required Pest Control Treatment at a fixed intervals.
- 8.6 Sufficient numbers of staff shall be engaged by contractor to prepare and serve the food in the dining halls. Contractor shall engage separate staff for cleaning & serving the food.
- 8.7 The major food items i.e. rice, wheat, Oil & pulses has to be purchased under supervision of designated officials of the company. The procurement of the same shall be from reputed shops like Apna Bazar or Sahakar Bhandar.
- 8.8 Crockery and cutlery like break-fast plates, lunch plates, spoons, glasses, curry bowls, etc. required for serving the food shall be provided by BHEL to contractor for use during the contract period and the same shall returned back on expiry of contract. Any loss in crockery & cutlery will be recovered from contractor.
- 8.9 Services as mentioned in the scope of work will be organized in consultation with the authorities of the company.
- 8.10 The Contractor shall organize his operations in a workman like manner and take all necessary precautions to provide safety and prevent accidents at site both to persons and property of BHEL. BHEL shall not be responsible for any cost & consequences resulting from non-compliance of safety measures. Contractor shall indemnify the BHEL against any such dereliction / penal action.
- 8.11 The personal deployed by contractor for services in BHEL shall be fit and free from diseases like TB, HIV, communicable diseases, skin infection, etc. Contractor shall submit to BHEL, a medical certificated in respect of all persons to be deputed in BHEL. Date of issue of such medical certificate shall not be prior to date of award of contract. This shall be periodical and certificate is to be submitted every six months. During the period of the contract if any of your employee come in contact with contagious diseases like TB, Measles, Chicken pox etc., as defined by medical council of India, they shall be immediately substituted with another suitable persons. Any loss on this account will be to the cost of the contractor.
- 8.12 Persons deployed by contractor in BHEL, should wear clean uniform to be provided by contractor. Cooks should wear cap while cooking and serving and serving boys should were gloves while serving food
- 8.13 The contractor shall be responsible for and pay for the expenses for providing medical treatment to their workmen who may suffer body injuries/ loss of life during the course of their work, while carrying their contractual obligations as a result of any accident within the company premise. Any loss to company property arising out of accidents occurring due to contractors or his employees negligence shall be recovered from contractor.

- 8.14 The contractor shall not be authorized to sub-let the services. In case it is found that the services are further sub-letted then the contract will be terminated immediately and SD will be forfeited.
- 8.15 The Contractor shall be solely responsible to comply with all statutory rules and regulations prevailing for carrying out activities under scope of work and absolve BHEL for any legal action taken by the Statutory Authority for non-compliance of the same.
- 8.16 The successful tender shall execute an indemnity bond, indemnifying the company of all liabilities due to the contracting agency.
- 8.17 BHEL reserve its right to terminate the contract forthwith upon or at any time after happening of any of the following events, namely;
- a) Insolvency of the party
  - b) The dissolution of the partnership firm or the death of any partner adjudication as insolvent of any partner or all of them or
  - c) The liquidation, Whether voluntary or otherwise or the passing of an effective resolution or winding up, if you are a company or a corporate society.
  - d) If any attachment, is levied and continue to be levied for a period of 7 days upon your effects or any individual partner for the time being, of your firm or any member of your co-operative society.
  - e) If any partner of your firm or any member of your co-operative society shall be convicted of any criminal offence.
  - f) If you, either by yourself or by your servants commit or suffer to be committed any act which in the opinion of the company found against the established rules and regulations then the company reserves its right to cancel the contract and the decision so conveyed by the said authority need not cite or give any reasons for such decisions.

**9 Bid Evaluation criteria:** The bid shall be evaluated in accordance with the pre-qualification criteria and on the basis of lowest prices for items quoted in price bid. For the purpose of evaluation towards Guest Tea/ Coffee and Evening Snacks 22 nos. each per day shall be considered.

**10 Validity:** Offer should be valid for the period of 90 days from the date of opening of Technical bid.

**11 Price:** Price should be quoted excluding all taxes and duties to be indicated separately in the price schedule format at Annexure "P" but inclusive of all cost towards raw materials, labour, and other incidental charges complete.

For Canteen Contract in Maharashtra applicable MVAT and service tax shall be as applicable. Any revision in taxes if taken place after opening of Techno-Commercial Bid the same shall be to BHEL account. Service Tax as may be applicable shall be paid at actual.

**12 Price Variation Clause:** Price quoted shall remain firm and effective till the completion of contract including its extension if any.

### **13 Payment**

13.1 Bills complete with necessary documents for the calendar month should be submitted by 10<sup>th</sup> date of next month and the payment to the contractor shall be released normally within 30 working days from the date of submission of bill.

13.2 The Tax deduction at Source, as applicable, shall be made from the monthly bill payment. Relevant certificate shall be handed over to the contractor at the end of relevant statutory period or as deem fit.

#### **14 Penalty**

- a) It shall be the sole responsibility of the contractor to maintain good quality standard in respect of Raw Materials as well as in preparation and serving of food in specified timings. For assessing the same BHEL canteen committee shall be authorized for monitoring the desired parameters on regular interval basis. Accordingly on the basis of review of the said committee a warning letter for improvement may be issued and an opportunity for improvement shall be given to the contractor for maximum 3 times. Thereafter if the standards are not improved / maintained then a flat deduction @ 10% of your bill for the current month will be made.
- b) For delay in serving the food articles beyond the specified timings for the reasons attributable to the contractor the company reserves the right to make alternate arrangement at the risk and cost of the contractor and recover actual expenses from the due payment.
- c) The total penalty amount shall not exceed 10% of the contract value. However in case the total penalty amount exceeds the said permissible limit then BHEL reserves the right to cancel the contract and forfeit the Security Money.
- d) BHEL also reserves the right to cancel the contract and forfeit Security Money after issue of three warning letters as per a) above. In such an event no damages or compensation will be payable to the contractor.

## Annexure-A

### SUGGESTED MENU

#### Details of the food items to be supplied:-

Timings	Items	Price/ per Unit	
<b>Breakfast</b>	<b>Snacks</b>	1	Puneri Misal with Pav Onion & Lime, Batata Wada(02 Nos.) with Pav (02 Nos.)with sauce and garlic chatni, Masala Dosa with sambhar & Chatni, Mendu wada (02 Nos.) with Sambar & chatni, Samosa with chatni & sause, Poori Bhaji, Onion Uttapa with Sambhar Chutney Idli with Sambhar & Chutney (Any one and none of the them will be repeated in the same week) (Any item 150gms. Minimum weight.)
		2	Tea / coffee (150ml)
<b>Morning</b>	<b>Tea/ coffee (150ml)</b>		
<b>Lunch</b>	<b>Lunch</b>	1	Chapati – 3 nos (each Minimum 25 gms. Made of Atta of Aashirwad or Pillsbury brand only)
		2	Rice (minimum of 150 gms), Pulav on Thursday Rice Should be of good quality I.e Kolam
		3	Dal : Tur/ Chana/ Black Dal
		4	Curries : <b>Dry Vegetable:</b> Parvar, Lauki, Aloo-methi, Methi Mutter, palak. Simla Mirch, Chauli, Mixed Vegetable, Brinjal, Ladyfinger, Cabbage, Cauliflower, French-beans, Bitterground, (Any One minimum of 100 gms.) <b>Curry Vegetable:</b> Chole, Rajama, Mutter Paneer, Aloo- mutter, Gobi-masala, Veg-Kurma (Any one minimum of 100 gms.) [Note: ( No vegetable will be repeated in the same week)]
		5	Curd (Packed 125 ml) Amul, Warana or any standard brand
		6	One Banana
		7	Lizzat Papad, Pickle, Onion
			Oil should be of standars brand like Suffola, Dhara, Maruti, Sunflower (ITC make)
<b>Afternoon</b>	<b>Tea/ Coffee (150ml)</b>		
<b>Evening Sancks</b>	<b>Onion Bhajji, Samosa, Poha, Upma, Tomato Omlette, Veg cutlet with Tea/ Coffee</b>		

### Day wise Menu (Suggested)

Day	Morning	Afternoon	Evening
Monday	Vada Pav with Usal & Chutney	Chappati, Dal, Rice, methi mutter, chole (kala chana) papad, Dahi, 1 Banana	Kanda Bhajiya
Tuesday	Uttappa with sambhar & Chutney	Chappati, Dal, Rice, Bhindi, aloomutter, papad, Dahi, 1 Banana	Veg Sandwhich
Wednesday	Misal Pav with usal and chatni	Chappati, Dal, Rice, karela, mutter paneer papad, Dahi, 1 Banana	Veg Cutlet
Thursday	Kada Poha with sev and onion	Chappati, Dal, Veg Pulao, methi mutter, Chana masala, Papad, Dahi 1 Banana	Tomato Omlette
Friday	Samosa with Chutney	Chappati, Dal, Rice, Palak Paneer, Rajma, Papad, Dahi, 1 Banana	Upma
Saturday	Medu Vada with Sambhar & Chutney	Chappati, Dal, Rice, Cauli Flower, Veg Mix, Veg Mix, Papad, Dahi, 1 Banana	Kanda Poha

**Annexure – B**

**Timings for Supply of food:**

<b>Sr. No</b>	<b>Timing</b>	<b>Item</b>	<b>Quantity</b>
1	7.45 AM to 8.30 AM	Break-fast Tea/ Coffee	As per approved Menu
2	10.30 AM to 10.45 AM	Tea/ Coffee	One cup – serving at work place
3	12.00 PM to 1.00 PM	Lunch	As per approved Menu
4	2.30 PM to 3.00 PM	Tea/ Coffee	One cup – serving at work place
5	9.00 AM to 6.00 PM	Tea/ Coffee	To be given for official guests on request

**ANNEXURE – C**

**NO DEVIATION CERTIFICATE**

We hereby accept and agree to all Techno-Commercial, General terms & conditions and special conditions of the contract given in the tender enquiry no. BHEL/EMRP/HR/13-14/T-07 without any deviation.

**Authorized Signatory,**

**Bidder**

**Certificate for Over Writing /Erasures/Corrections**

(Please do not sign this certificate if there is no Overwriting/Erasures/Corrections)

Corrections/Overwriting/Erasures in the tender enquiry No. BHEL/EMRP/HR/13-14/T-07 has been noted and the same is endorsed and signed by me.

**Authorized Signatory,**

**Bidder**

**ANNEXURE "E"**

**DECLARATION BY THE BIDDER**

I , ----- , aged-----Yrs., S/o -----  
-----,  
residing at -----  
-----  
-----  
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Hereby declare as follows:

- (i) That my nationality is \_\_\_\_\_.
- (ii) That I am a major and eligible to enter into contract / my firm / my company is  
Competent to enter into an agreement.
- (iii) I shall employ only such personnel who have not been found unfit for employment in Organizations such as Central / state / Public undertaking by the Police Authorities.
- (iv) I shall not employ persons against whom Criminal cases are pending or under investigation.
- (v) I shall also not employ persons found guilty of offences involving moral turpitude for executing work in BHEL contracts.
- (vi) That there are no Criminal cases pending or under investigation against me or my firm or company.
- (vii) I have not been found guilty of offences involving moral turpitude nor any of the company directors / partners of my firm have been found guilty of offences involving moral turpitude.
- (viii) Neither myself nor my firm nor my company has been declared insolvent in the past.
- (ix) I have taken due care and efforts to furnish only information which are true in the tender document.
- (x) I shall employ labours who are more than 18 years of age and having sound physical and mental health.
- (xi) I shall keep Photograph / identity proof / residential proof of the labourers to be employed against this tender and arrange for police verification(if demanded by BHEL).
- (xii) I will comply with all applicable Labour Laws and Statutory Regulations as mentioned in the tender.
- (xiii) I have taken cost of compliance of applicable Labour Laws and Statutory Regulations mentioned in the NIT and price bid before quoting my price bid.

Signature and seal of the bidder