



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

*Bharat Heavy Electricals Limited*

उद्योग क्षेत्र, नई दिल्ली/ Industry Sector, New Delhi

मानव संसाधन प्रबंध / Human Resources Management

Ref. No. ID/HR/ARC of Roti/Poori /2015-16

Date- 03.08.2015

**To**

**Sir/Madam**

Sub: Rate contract of Roti/Poori Supply

Dear Sirs,

BHEL invites bids from reputed caterers / venders for supply of Roti (Tawa Chapati) /Poori on rate contract bases BHEL , therefore , intends to empanel caterer on rate contract basis for a period of two years for Roti/Poori supply .

Quotations are invited in two part bids in sealed cover with Enquiry No. & Date and Quotation, Due Date, legibly super-scribed on it, subject to acceptance of the enclosed Terms and Conditions.

The quotation should reach in the office of the undersigned by 2.00 pm on or before 26.08.2014. This tender enquiry has been loaded /Posted) at BHEL site also i.e. bhel.com .

The Part-I offer of the parties, shall be opened on due date of opening, i.e. **26.08..2015** in the presence of authorized representatives of the parties who may like to be present.

scope:-

a) Rate contract of Rpti / Poori supply at canteen BHEL Iodhi Road New Delhi-110003. The contract will be valid for a period of two years . The same may be however be extended further for a period of one year / part thereof with mutual agreement, in writing on the same rates terms and conditions.

b) Successful venders shall be required Roti/Poori supply to BHEL on working days as per following

S.No.	Description	Atta Brand	Oil Brand	Weight/ piece
1	Roti (Tawa Chapati)	Shakti Bhog/ Annapoorna/Asshirbad	-----	30-35 grm
2	Poori	Shakti Bhog/ Annapoorna/Asshirbad	Sundrop/Sunflower/Fortune	25-28 grm

c) Approximate 430 lunches per day are required and the quantity may vary as per requirement

i) Roti :- 02 nos per lunch ,total 860 nos Roti for 430 lunches approximate per day .

ii) Poori:- 05 per lunch total 2150 nos poori for 830 lunches approximate per day .

d. Tawa Roti shall be packed and supply in 1st grade aluminum foil sheet.

e) Only one item Tawa Chapati is required per day .

Thanking You

Yours Faithfully  
For and on behalf of BHEL



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d) If any change menu. , canteen in charge will be informed to contractor one day in advance.

### Payment Terms

Payment will generally be made on a monthly basis within 15 days after receipt of bill correct in all respect and verification by BHEL representative for satisfactory completion of the work and actual quantity. No advance money will be paid under any circumstances. Also no interest shall be paid due to delay making in payment.

### SID SUBMISSION:

EMD: Rs 40,000.00 as per clause no 1 of enclosed Annexure -1) Terms & Conditions).

Security deposit: 1 Lakhs +7.5% of amount exceeding 10 Lakhs of total value of contract, excluding taxes.

As per clause no 7 of enclosed Annexure-III (Commercial Terms & Conditions).

All other terms and condition shall be as per NIT. Enclosures- Annexure-1 to Annexure-x

### Terms & Conditions

#### A. PRE QUALIFYING REQUIREMENTS (PQR) :

- 1) EMD of Rs.40000/- (Rupees forty thousand Only) to be submitted by way of either banker's cheque or demand draft drawn in favour of "BHEL" , payable at New Delhi. Tender not accompanied with EMD will not be accepted and shall not be considered for further evaluation.
- 2) The bidder should have PAN No .
- 3) The bidder's average annual financial turnover during the last three financial years ending 31st March'15 should be at least 5 lacs per annual. Copy of acknowledgements of IT return of last three financial years i.e. FY 2012-2013, 2013-14, 2014-15 (AY 2013-2014, 2014-15 & 2015-16). In case of unavailability IT return for financial year 2014-2015 certificate for the same shall be finished.
- 4) The bidder should have work experience in catering and successfully completing of Work. One catering work of amount not less than 10.00/- lakhs with minimum of 400 lunches per day or two similar completed work of amount not less than 5.00/- lakhs with minimum of 200 lunches per day, in last 3 years. The work completion certificate shall be specific to the work order submitted i.e. the specific contract, value of the job and duration of contract / job shall be indicated in the work completion certificate form the client. The certificates shall be issued by competent authority with his/ her contact details mentioned, for verification purpose. BHEL reserves the right to verify the correctness of the certificates of the clients.

(Signature & seal of the contractor)



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## B. DOCUMENTS REQUIRED IN SUPPORT OF PRE-QUALIFYING REQUIREMENT:

- a) EMD of Rs.40,000/- (Rupees forty thousand Only) in the form of Pay Order or Demand Draft in favour of BHEL, payable at New Delhi, must be submitted in a separate envelope.

**No interest shall be payable by BHEL on EMD amount.** The EMD shall be forfeited in case of:

- i) Withdrawal of bid or increase in rates or change in bid conditions after opening of the tender.
  - ii) Refusal to enter into a contract after the award of contract.
  - iii) If operations of the contract are not commenced from the date indicated in the award of contract.
- b) Copy of PAN Card copy duly signed and stamped by the bidder.
- c) Experience certificate of three years in catering business with supplying, work order of parties

Technical Terms & Conditions / Specifications

Annexure –II

SCOPE OF WORK No-1 :-

1.1\_Successful Vendor Shall be required to prepare Roti/Poori in-house on daily basis on all working days and Roti.Poori should be packed 1<sup>st</sup> grade aluminum foil upto 12.30 pm

i) Roti weight 30-35 grm each piece

ii) Poori weight 25-28 grm for each piece

Location :-BHEL Iodhi Road New delhi-110003 (Canteen)

If needed, interested bidder may visit the sites before submission of bid .

Approximate 430 lunches per day are required and quantity may be increase/decrease in future depending upon actual requirement.

1.2 Price should be quoted Inclusive all taxes

1.3 Tawa Roti shall be packed in 1<sup>st</sup> grade Aluminum foil sheet and should be prepared up 12.30 pm .

1.4 Only one item tawa chapatti is required per day , if any change with items, canteen incharge will inform to contractor one day in advance.

1.5 The manpower deployed by the caterers should be polite and well behaved.

(Signature & seal of the contractor)

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- 1.6 All the input required like cooking equipment , cooking gas , utensils , materials etc. along with required manpower for preparing the items will be arranged by contractor at his own cost . BHEL will provide space only.
- 1.7 PNG line is under process and may be completed with in four months, so BHEL will provide fuel cooking, if PNG lime complete with in time . All tenderers are requested ,please quote the rate of roti and poori with fuel and with out fuel.
- 1.8 Tender may be rejected on account of unsatisfactory past performance in the execution of earlier contract BHEL, if noticed during technical evaluation.
- 1.9 The tender documents may be submitted through speed post/ordinary post or delivered by hand to reach within the stipulated date and time.
- 1.10 Bids complete in all respects should reach our office on or before date 26.08.2015 date by 14.00 Hrs
- 1.11 Technical bids will be opened on same date. The technical bids will be opened in the presence of authorized representative of the bidders who wish to be present. BHEL reserves the right to make any changes in the terms and conditions of tender and reject any or all bids. Bids received late or found incomplete shall be rejected.

Annual Rate contract (ARC) will be for two year and may be extended by another one year on the same prices and terms conditions. If the contractor fails to fulfill contractual obligations or maintain quality/quantity, ARC will be cancelled by BHEL during the contract period & security deposit shall be forfeited.

### Annexure – 'III'

#### Commercial Terms & conditions

##### 1) SUBMISSION OF BID

Bids complete in all respects should reach our office on or before date 26.08.2015 by 14.00 Hrs.

1) The Tender shall be in two part bids. Technical bid shall be opened on date 26.08.2015 of opening of the bids in the presence of bidders who may like to be present. After scanning and acceptance of the technical bids, price bids of technically accepted parties only shall be opened. The date of opening price bids will be intimated separately.

2) All the parties are request, bids should be in two separate envelopes Technical bid & price bid sealed.

(Signature & seal of the contractor)



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2) Single bid technical and price mixed will not be considered.

**PART-1: TECHNO-COMMERCIAL BID (IN DUPLICATE)**

This part shall contain the following:

- a) Technical offer/details
- b) Commercial terms and conditions
- c) This part shall be submitted in duplicate in two separate sealed Cover with bidder's distinctive Seal super scribed with correct Enquiry No., Item of supply, due date of opening and 'part-1 : techno – commercial bid'.
- d) Complete tenders an all respects duly signed & stamped on each and every page by the authorized signatory of the bidders as a token of acceptance of all the terms & conditions of tender. Manufacture's name, trade mark of patent No., if any, should be specified. Illustrative leaflets giving technical details of items offered should be enclosed, wherever necessary.
- e) Unpriced copy of the bid with all amount/figures/ percentages wherever quoted in the price bid being replaced with the word 'Quoted' or 'Q'

**PART -2: PRICE BID**

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

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

**3)RATE**

In case of award of contract, the rates shall remain for a Period of two year i.e. the ENTIRE PERIOD OF CONTRACT.

(Signature & seal of the contractor)



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#### 4) BID VALIDITY

The bid shall remain valid for a period of 60 days from the date opening of offers. No revision of prices shall be entertained after bids have been opened. Bidder shall not be entitled during this period to revoke or vary the content of bid or any terms thereof. In case of any unsolicited variation subsequent to bid opening, the bid shall be treated as "Rejected".

#### 5) VALIDITY OF CONTRACT

The contract will be valid for a period of two year. The same may however be extended further for a period of one year/ part thereof with mutual agreement, in writing ,on the same Rates, Terms and conditions.

#### 6) TERMINATION OF CONTRACT

During the currency of contract, if the contractor defaults in performance of the work with due diligence and continues to do so or commit any default in complying any of the tender terms and condition even after the notice (in writing) is given to him, BHEL may, without prejudice to any other, has right to remedy which shall have accrued or shall accrue thereafter to BHEL, to terminated the contract.

#### 7) SECURITY DEPOSIT

The successful bidder shall be required to furnish a security deposit 1 lacs + 7.5% of amount exceeding 10 lacs of total value of contract, excluding taxes. 50% of security deposit amount including EMD . will have to be furnished through demand draft / banker's cheque in favor of BHEL payable at New Delhi or by cash in BHEL finance department Lodhi Office New Delhi-110003 before start of the contract and balance 50% will be recovered from the running bills @ 10% of the bill value till the time the full security deposit is recovered. The security deposit shall not carry any interest and will be refunded to the contractor on completion of the contract and settlement of recovery of dues, if any

#### 8) TERMS OF PAYMENT

In case of award of the work, all Invoices along with specified documents shall be submitted in triplicate, to HR-GAX Department of BHEL Building, Lodhi Road and the payments will generally be

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made on a monthly basis within 15 days after receipt of bill correct in all respect and verification by BHEL representative for satisfactory completion of the work and actual quantity. No advance money will be paid under circumstances. Also no interest shall be paid due to delay in making the payment.

9) BHEL shall be under no obligation to accept the lowest or any other bid and shall have the right to accept or reject any bid in part or in full without assigning any reason whatsoever. BHEL also reserves the right to reject any or all quotations without assigning any reason whatsoever. Quotation of the parties which have been black-listed / debarred / banned by PSUs / kept on hold by any office of Delhi-based Division of BHEL during the last three years will be rejected. Late tenders will be rejected.

10) BHEL reserves the right to Increase / decrease the quantities

11) TAX DEDUCTION SOURCE:

Tax shall be deducted at source form the running bills as per applicable income Tax Rules and other statutory requirements.

12) PENALTY CLAUSE

Timely supply of Roti (Tawa Chapati) /Poori is the essence of the contract. If contractor fail to preparation of roti /poori , the same may be taken from any other source at the risk and cost of the contractor . The difference, if any between the agreed rates with the contractor and the amount payable by BHEL in the event of not supplying the Roti / Poori will be recovered from the contractor Repeated non supply by the party will be viewed seriously and appropriate action , as deemed fit , will be initiated aganiest the contractor , BHEL's decision in this regard shall be final.

13) DELIVERY PERIOD

Roti /Poori should be packed in aluminum foil and should be handed over to canteen upto 12.30 pm daily in working days

14) EVALUATION CRITERIA

a) Bidders shall be selected on L-1 on tawa chapatti basis. In the event of more than one bidder having quote identical lower rates and there is a tie amongst the bidders, the respective bidders ,rate offered of poori will be considered.

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



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would be asked to submit their revised rates. This process would continue till the distinct L-1 rate is arrived.

Annexure – 'IV'

#### 1. ARBITRATION

In the event of any dispute of difference arising out of the execution of the Order / Contract of 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 of difference shall )except as to any matters, the decision of which is specifically

provided for therein) be referred to the arbitration of the person appointed by the competent authority of BHEL.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act, 1996 (India) or statutory modification or re-enactments thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under clause. The venue of arbitration shall be at BHEL Lodhi Road.

#### 2) 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 arising under or in connection with the Order/ Contract.

#### 3) JURISDICTION DESCREPENY:

Courts at 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.

(Signature & seal of the contractor)

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#### 4) PRICE DISCREPENCY:

a) If, in the price structure quoted for the required goods/services/work, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price the quantity), the unit price shall prevail and the total price shall be corrected accordingly, unless in the opinion of the purchaser 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 accordingly.

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.; and

c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed In the words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.

d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid liable to be ignored.

#### 5) STATUTORY VARIATION:

a) If the for taxes and duties in respect of the quoted materials and/ or services assumed by the Seller/ Contractor are less than the tariff prevailing at the time of tendering, Seller/ Contractor will be responsible for such under quotation. However, if the rates assumed are higher than the correct rates prevailing at the time of tendering, the difference will be to the credit of the Purchaser.

b) Statutory Variations in Service Tax only on self-manufactured items/ services rendered by vendor himself on the rates prevailing at the time of delivery/ completion in comparison to the date of offer, will be to the account of the Purchaser. No other variations such as on customs duty, exchange rate, minimum wages, prices of controlled commodities, any other input etc. shall be payable by the Purchase.

c) Notwithstanding the above, where the actual completion of the supply occurs beyond the period stipulated in the Order/ Contract or any extension thereof, variation referred to above, will be limited to the rates prevailing on the dates of such agreed completion periods only. For variations

(Signature & seal of the contractor)



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after the agreed completion periods, the Seller / Contractor alone shall bear the impact for the upward revisions and for downward revisions; purchaser shall be given the benefit of reduction in taxes/duties. This will be without prejudice to the levy of penalty for delay in delivery/completion schedule.

d) Any new tax structure (like Goods & Services Tax) as and when implemented by the Government shall become applicable in addition to or in lieu of existing tax structure.

NOTE:

6) It is presumed that the bidder has accepted all the instructions, Terms and conditions and Technical Specifications covered in this Tender Enquiry, unless the deviations are specifically indicate in the bid on a separate sheet.

(Signature & seal of the contractor)

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nnexure -V

### DETAILS OF BUSINESS

The vendor shall furnish the following information along with Part-1 bid for Rate Contract for flower arrangements

1.0	Name of the firm	
2.0	Address for communication	
3.0	Registered Office, if any :	
	Telephone No. (Office) (Res) (Mobile) (Fax)	
4.0	Name of proprietor / partner	
5.0	Name of Bankers	
6.0	Experience Certificates with Govt./Public Sector Undertaking / Private of repute.- Minimum three years (Pl. enclosed )	
7.0	Copy of PAN Card to be furnished	
8.0	Annual turnover – Minimum 5 lacks per year for three years	
9.0	Any other information	

(Signature & seal of the contractor)



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Annexure-VI

**Acceptance Letter / No Deviation Certificate**

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 following:  
(Give reference to Clause Nos. of Terms & Conditions which are not acceptable)

- 1.
- 2.
- 3.
- 4.
- 5.

**Note: Any deviation specified elsewhere in the tender shall not be considered. Deviations may or may not be accepted by BHEL.**

Signature  
With name, Designation & seal of the firm



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Annexure-VII

**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  
With name, Designation & seal of the firm



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Annexure-VIII

## TECHNICAL DETAILS

For Technical bid

TURNOVER (F.Y.)	2014-15	2013-14	2012-13
Rs. (Lacs)			

Work Experience fulfilling ,submitted in Part-I Bid)

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

PAN Card No. / Name on PAN Card	
Service Tax No. / Taxable Services	

Income Tax Return (F.Y.)	2014-2015	2013-14	2012-2013
EMD Details	DD/ PO No.	Date	Amount (in Rs.)

(Signature & seal of the contractor)



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Annexure-IX

## PRICE BID FORMAT

S.No.	Description	Atta	Oil	Rate Rs. per unit (Per Piece)	
				Rate with fuel (LPG) Rs.	Rate without fuel (LPG) Rs.
1	Roti (Tawa Chapati) Weight – 30- 35 grm per Tawa Chapati	Shakti Bhog/ Annapoorna/ Asshirbad	-----		
2	Poori 25 – 28 grm per poori	Shakti Bhog/ Annapoorna/ Asshirbad	Sundrop/Sunflower /Fortune		

Note: The rates quoted above are inclusive of all taxes as applicable.  
Rate should be quoted with fuel and without fuel.

(Signature & seal of the contractor)



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Annexure-X

**CHECK-LIST (Part-I Bid)**

**SUMMARY OF COMPLIANCE TO REQUIREMENT OF TENDER**

SNo.	Description of requirement	Yes/ No/NA	Page No(s)
1	EMD of 40,000/- in the form of Pay order or Demand Draft in favour of "Bharat Heavy Electricals Ltd" in a separate envelope.		
2	Details of work experience, satisfactory work performance certificates.		
3	Turn over minimum 5 lacs during the last three financial years ending 31 <sup>st</sup> March 2014		
4	Acknowledgement of I-T return of last three financial years i.e. FY 2011-12, 2012-13 & 2013-14		
5	Copy of the PAN card.		
7	Terms & Conditions (Annexure-"I").		
8	Technical Terms & Conditions (Annexure-"II").		
9	Commercial Terms and Conditions (Annexure-"III").		
10	General Terms & Conditions (Annexure-"IV").		
11	Details Of Business (Annexure –"V")		
12	Acceptance Letter / No Deviation Certificate (Annexure-"VI")		
13	Declaration (Annexure-"VII")		
14	Technical Details (Annexure-"VIII")		
15	Unquoted Price Bid Format (Annexure-"IX")		
16	Check List (Annexure-"X")		
17	NEFT Format Duly Certified by Bank		

(Signature & seal of the contractor)