



**Annexure 'A' :: Technical Bid – Terms and Conditions**

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**1. NATURE OF WORK:**

The Coffee & Tea according to the specification given are to be prepared fresh by the Contractor's Personnel at his cost at the following two offices:

- 1.1 BHEL – Piping Centre, New No.80, Old No.93, G.N.Road, T.Nagar, Chennai – 600 017.
- 1.2 BHEL – Piping Centre – Engineering Office Complex, No.578, Anna Salai, Teynampet, Chennai – 600 006.
- 1.3 Deployment of adequate number of Personnel, Materials, Utensils, Equipments, etc. for preparation of Coffee & Tea in both the above Offices, shall be in the scope of Vendor. The Coffee & Tea should be distributed in a hot condition to our staff as ordered by BHEL on a day-to-day basis. The distribution / counter service will be arranged by BHEL.

**2. CONTRACT PERIOD:**

- 2.1 The Contract for supply of Coffee & Tea would be awarded for a total period of Twenty Four (24) Months.
- 2.2 The Contract may be terminated by BHEL or withdrawn by the Contractor, by giving 60 (Sixty) days notice on either side.
- 2.3 In case of poor (or) inferior (or) unhygienic quality of Coffee & Tea being supplied, the Contractor has to necessarily give a written reply to the letters issued by BHEL, stating the reason for the same.

**3. QUALIFICATION CRITERIA:**

- 3.1 Bidder should have Permanent Account Number (PAN), Service Tax Registration Number, TNGST / VAT, any other Applicable Taxes, etc.
- 3.2 Bidder's Average Annual Financial Turnover during the last three Financial Years ending 31st March 2014 should be at least Rs.13.5 Lakhs (Rupees Thirteen Lakhs Fifty Thousand only).
- 3.3 Bidder should have full-fledged office in Chennai. The Contractor shall have a full-fledged Office Setup in Chennai with Landline Phone, Mobile Phone, Email Facilities, etc. which shall be accessible. A prominent Display Board with Firm / Company Name at the Office Address in Chennai with Address and Phone Numbers, shall be placed.



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- 3.1 The venue may be changed anywhere within Chennai at BHEL's discretion with prior intimation in oral (or) writing and the Contractor has to prepare and supply Coffee & Tea at the new location at no extra cost.
4. **DOCUMENTS REQUIRED IN SUPPORT OF QUALIFYING REQUIREMENT:**
- 4.1 Copy of License / Certificate of Registration / Certificate of Incorporation from Concerned Authority for Proprietorship / Partnership / Company.
- 4.2 Income Tax Assessment Order / Acknowledgement of Income Tax Return of the last Three Financial Years, i.e. Financial Years 2011-12 2012-13 & 2013-14 (Assessment Years 2012-13 2013-14 & 2014-15).
- 4.3 Certificate from the Certified Auditor incorporating Turn Over / PBT / Balance Sheet for the last Three Financial Years, i.e. Financial Years 2011-12, 2012-13 & 2013-14 (Assessment Years 2011-12, 2012-13 & 2013-14) and PBT/Turnover for each of the financial year.
- 4.4 Average Turnover for Last Three Financial Years, i.e. Financial Years 2011-12, 2012-13 & 2013-14 (Assessment Years 2012-13 & 2013-14, 2013-14). If FY 2013-14 not finalized, above documents certified by Certified Auditor for the previous FY 2010-11 can be attached.
- 4.5 Certified copy of Balance Sheet and Profits & Loss Account Statements of last three Financial Years i.e. Financial Years 2011-12, 2012-13 & 2013-14 (Assessment Years 2012-13, 2013-14 & 2014-15).
- 4.6 Copy of Acknowledgements of Income Tax Return of last three Financial Years, i.e. Financial Years 2011-12, 2012-13 & 2013-14 (Assessment Years 2012-13, 2013-14 & 2014-15).
- 4.7 Copies of Work Orders / Award Letters along with certificates of successful completion in support of proof of experience for the Jobs / Services executed by the bidders during last Three Years ending on 31.10.2014. BHEL reserves the right to cross check the documents from the issuing Department.
- 4.8 Copies of PAN Card, Certificate of Service Tax Registration, TNGST / VAT, any other Applicable Taxes, etc.
- 4.9 Bidder must Submit a Declaration, 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.



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- 4.10 No Deviation certificate must be signed and stamped with date.
- 4.11 Bidder should submit a Declaration, indicating his Expression of Interest in applying for the Tender, by fulfilling all the above Criteria.
- 4.12 Bidder should submit the Annexure-A (Technical Bid – Terms and Conditions) duly signed in all the pages in acceptance of the Terms and Conditions of the Tender.
- 4.13 **Only Fresh Milk should be used for preparation of Coffee & Tea. The Coffee Powder, Tea Dust, and Sugar used for preparation should be of good quality only. The Coffee Powder for Filter Coffee shall be that of reputed brands like Coffee Day, Leo, Bru, etc. and the Tea Dust shall be that of reputed brands like Brooke Bond (Three Roses, Taj Mahal, etc.), Tata, etc. Any change in the brands shall necessarily have the prior approval of BHEL.**
- 4.14 The approximate Quantity of Coffee & Tea to be prepared and supplied on a daily basis on all working days is given below: -
- 4.14.1 **PC - T.Nagar Office:**  
Coffee : 120 Cups – Forenoon;      Tea : 120 Cups – Forenoon;  
Coffee : 120 Cups – Afternoon;      Tea : 120 Cups – Afternoon;
- 4.14.2 **PC - Teynampet Office:**  
Coffee : 50 Cups – Forenoon;      Tea : 50 Cups – Forenoon;  
Coffee : 50 Cups – Afternoon;      Tea : 50 Cups – Afternoon;
- 4.15 The Quantity of Coffee & Tea should be 100 ml per Cup.
- 4.16 The Coffee & Tea should be supplied daily at 10:00 Hrs (Forenoon), 15:00 Hrs (Afternoon) and also as and when required upto 17:30 Hrs on all working days at both the Offices. The timings and venues may be changed at BHEL's discretion with prior intimation in oral (or) writing.
- 4.17 A minimum quantity of 500-600 Cups of Coffee & Tea per day may be required and the actual quantity ordered by BHEL shall be billed by the Contractor. However, this minimum quantity per day will not be applicable on notified Holidays of BHEL and other special holidays announced by BHEL in advance.
- 4.18 BHEL reserves the right to increase (or) decrease the Quantity of Coffee and/or Tea ordered on a daily basis at any time during the entire tenure of the Contract with prior intimation in oral (or) writing.



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- 4.19 Stainless Steel Tumblers / Cups & Saucers for serving of Coffee & Tea will be supplied by us and cleaning of same will also be BHEL's responsibility.
- 4.20 The Contractor has to prepare and supply Coffee & Tea on all working days of BHEL. The notified holidays of BHEL will be communicated in advance. However, on Holidays when minimal staff is working, the Contractor may be requested in advance to prepare and supply a minimum of 25 to 50 cups of Coffee & Tea (or) the specific ordered quantity by BHEL at both the Offices.
- 4.21 The Coffee & Tea prepared are subject to test check at BHEL discretion at both our offices by BHEL Authorised Personnel at any time without prior notice.
- 4.22 In case of poor / inferior quality of either Coffee or Tea, the same should be replaced immediately at the Contractor's Cost. The Total Cost of alternative arrangements, if any made by BHEL supply Coffee & Tea to Employees due to non-supply of Coffee & Tea (or) the same being inferior quality shall be deducted from the Contractor's running bill.
- 4.23 The Contractor has to make necessary arrangements to keep his vessels / utensils / equipments / machines in safe custody. BHEL will not be responsible for any loss / damage of Contractor's vessels / utensils / materials / equipments kept in both the office premises whatsoever.
- 4.24 The link to Commercial Cooking Gas (LPG) facility shall be arranged by the Contractor. The Contractor should scrupulously follow the safety measures regarding the usage of Cooking Gas (LPG) and gas stove without fail.
- 4.25 The bill for every 15 days shall be prepared by the Contractor on the basis of the quantity supplied. Payment will be made for number of Coffee & Tea ordered by BHEL (or) served by Contractor whichever is higher.
- 4.26 Bills along with Service Tax and/or VAT, if any shall be prepared and submitted by the Contractor by 16th of the same month and 1st of the succeeding month and arrangements for payment only by RTGS will be normally made within Two Weeks from the date of submission of bill.
- 4.27 The Contractor should necessarily comply with all rules and regulations stipulated by the Government under various enactments like The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Employees Provident Fund Act, 1952, The Employees State Insurance Act, 1948, The Payment of Bonus Act, 1965, The Contract Labour Act, 1970, The Child Labour Act, 1986, The Workmen Compensation Act, 1923, etc.



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- 4.28 The Basic Price per Cup as quoted by the Contractor in Annexure 'B' would be valid for the entire tenure of the Contract (i.e.) for a period of Two years from the date of commencement of Contract. Any request for increase in Basic Price will be entertained only in line with the terms and conditions of contract stipulated hereunder.
- 4.29 Any increase in Service Tax and/or VAT or introduction of any new Tax / Cess as notified by Government, with a due written request from the Contractor supported by documentary evidence from the Contractor, would be borne by BHEL.
- 4.30 Since the cost of AAVIN milk is volatile, a due compensation for increase in the price of milk per litre by way of revision in the rate per cup of Coffee & Tea would be made to the Contractor. For this purpose, 1/10th of the increase in price of milk announced by AAVIN will be compensated in the rate per cup. Such revisions would be effected based on the claim preferred by the supplier along with supporting documents to prove the price increase. Similarly any decrease in the price of milk announced by AAVIN, pro-rata reduction in the rate per cup will be applied.
- 4.31 The rate quoted in Annexure 'B' shall includes cost of materials, transportation cost, labour charges, cooking gas and other incidental charges incurred in connection with the preparation and supply of Coffee & Tea at both the above-mentioned offices of BHEL.
- 4.32 The Total Price quoted (inclusive of all applicable taxes) per Coffee & Tea would only be taken for determining the successful Bidder (L1) and the Contract will be awarded accordingly.
- 4.33 In case of same rate is quoted for Total Price per Cup (inclusive of basic rate and all applicable taxes) by more than one Bidder, then only the respective Bidders would be asked to submit a revised Price Bid in sealed cover and the revised quote shall be taken as final rate for determining the successful Bidder (L1). Even the Total Price per Cup quoted in the revised sealed Bid remains same, then an offline Reverse Auction will be conducted immediately only among the respective Bidders.
- 4.34 The Contractor has to identify a responsible person to supervise the preparation and supply of Coffee & Tea at both the offices of BHEL and to pass on information regarding quality & quantity of Coffee & Tea supplied for improvement on regular basis.
- 4.35 The Contractor's performance will be monitored on periodically / on random basis and feedback will be given either in oral or written by BHEL for necessary preventive and corrective action.



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4.36 During the Contract period, if the performance is found unsatisfactory based on the review due to poor quality or/and unhygienic aspect or/and short supply of quantity, BHEL reserves the right of not calling the Contractor for future Tenders towards supply of Coffee & Tea.

**5. ARBITRATION AND GOVERNING LAW:**

All disputes arising in connection with the Contract shall be settled by mutual consultation. If no agreement is reached the dispute shall be settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules made there under. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of the Unit. The award of the arbitrator shall be final and binding on both the parties. The venue of the Arbitration shall be Chennai, India. The Award to be given by the Arbitration shall be speaking award. All questions, disputes, differences arising under, out of or in connection with this Contract shall be to the exclusive jurisdiction of Chennai courts.

**6. INSURANCE:**

BHEL will not be responsible/liable for any injury/loss of life of the persons engaged by Contractor in the preparation, supply of Coffee & Tea, transportation of materials to the area of operation at both the offices and while being engaged in such preparation/supply or while at work. A suitable and adequate insurance coverage for them must be arranged by the Contractor at his cost.

I/We hereby unconditionally accept the aforesaid terms and conditions.

**SIGNATURE & SEAL OF AUTHORISED PERSON**

**NAME:**