

Project Engineering
Management

BHARAT HEAVY ELECTRICALS LTD.
(A Govt. Of India Undertaking)
PURCHASE ENQUIRY



REF :	PE-LPE/220
REF. DATE	17/12/2015
DUE DATE	07/01/2016

To,
Open Tender

Dear Madam/Sir,

Subject: Rate Contract for supply of Packed Lunch/Snacks/Dinner for BHEL/PEM Office

Quotations are Invited in sealed cover with Enquiry No., Enquiry Date, Quotation Due Date & Time, Name/ Address of the Organisation submitting the offer legibly super- scribed on it, for the above- mentioned item so as to reach the Tender Room before 2:00 P.M. on or before the above mentioned Due Date.

SCOPE:

Rate Contract shall be for 2 years for supply of Packed Lunch/Snacks/Dinner for PEM Office

PAYMENT TERMS

100% payment shall be released after receipt and acceptance of material against bill docs complete in all respect, any statutory deduction including TDS shall be made, wherever applicable. Bills are to be submitted by the contractor on monthly basis to BHEL coordinator for payment.

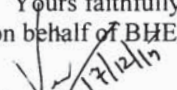
Please quote the total F.O.R. destination BHEL /PEM, NOIDA inclusive of all taxes, freight, handling packaging, charges, transit insurance etc and shall remain firm without any variation till completion of the contract.

BID SUBMISSION:

EMD: Rs. 40,000.00 as per clause no 19 of enclosed Annexure-F ; Security deposit: as per clause no 18, security deposit enclosed at Annexure-F

Penalty clause : As per clause no. 4 of Annexure-B
Enclosure: Annexure-A to Annexure-F

Thanking You,

Yours faithfully,
For and on behalf of BHEL

Vivek Singh Kuntia
BHEL PEM, Noida

Please reply to:
Power Project Engineering Institute
HRD & ESI Complex, Plot No 25, Sector 16 A
Phone:
Fax No:

Regd. Office:
BHEL House
Siri Fort

**BHARAT HEAVY ELECTRICALS LIMITED
POWER SECTOR - PEM
PPEI BUILDING
NOIDA - 201301**



**TENDER DOCUMENTS
FOR
SUPPLY OF PACKED LUNCH / DINNER / SNACKS**

Tender Ref. No.: PE/CPA/510-RC-R01

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Sachin Gupta
09.12.15

(Signature)

Pre-Qualification requirements (PQR):

1. Bidder must have experience in providing similar services in the offices of Government Organization/Semi Government Organization/PSU's/other reputed Public companies/ Private Limited Companies.
2. Bidder must have successfully executed at least one order for similar service having a minimum value of 3.20 Lakhs or two orders for similar services having minimum value of 2 lakhs during the last 3 financial years. Reference / Copies of purchase orders should be furnished.
3. The Bidder must have the annual turnover of average 4 lakh in the last three financial years, ending as on 31-03-2015 i.e. from 1st April, 2012 to 31st March, 2015.
4. Bidder must have VAT or Service tax registration certificate.
5. Bidder must have a valid PAN Number.
6. Bidder to submit audited balance sheets (if applicable) & IT return of last three (3) financial years.

Evaluation Criteria:

1. The contract will be decided on the lowest (L1) bidder Item wise.
2. The final rates will be rounded off to the nearest of Rupee 1/-
3. Rate Contract shall be done with 2 vendors in ratio of 60: 40 % value wise at L1 price. L1 rates shall be counter offered to vendors (L2, L3, L4...) in succession. If no one accepts L1 rates, RC shall be done with L1 vendor for 100 % value.

Sachin Purohit
09.12.15

PS

TERMS & CONDITIONS

1. Scope of Service

1.1 Lunch / dinner (Vegetarian (Indian / South Indian / Continental / Chinese)) and Snacks as per order duly packed in approved packets have to be provided in our office at designated locations.

1.2 Approximately 300 lunch/dinner packets per month are required on an average with the daily requirement varying from 5 to 50 packets. Lunch is generally served between 1.00 PM to 1.30 PM and Dinner is between 8.00 PM to 8.30 PM. However, the actual time of delivery will be intimated on day-to-day basis.

1.3 Approximately 200 snacks packets per month are required on an average with the daily requirement varying from 5 to 50 packets. Snacks are generally served between 6.00 PM to 7.30 PM. However, the actual time of delivery will be intimated on day-to-day basis.

1.4 A Minimum of one-hour notice will be given to the party for the supply of these packets.

2. Contract Period

2.1 Contract will be awarded initially for a period of two year, further extendable for a period of one more year on mutual consent on existing rates, terms and conditions. The rates quoted by the parties shall remain firm during the tenure of the contract. Taxes, as applicable, from time to time shall be extra.

3. Bid Validity

3.1 The bid shall remain valid for a period of three months from the date of opening of offers. 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".

4. Penalty for Services

4.1 If the party fails to perform and provide satisfactory services during the contract period, the purchaser shall, without prejudice to its other remedies under the contract, impose a penalty as per following,

- a) If the party fails more than two times to deliver the order within the mentioned time (i.e. lunch between 1.0 PM to 1.30 PM, dinner between 8.00PM to 8.30 PM and snacks between 6.0 PM to 7.30 PM or actual time of delivery intimated on day-to-day basis in advance, a penalty @ of Rs.500.00 per instance shall be imposed.
- b) Each time there is a delay, a mail will be sent to the representatives (as provided in annexure-E) of vendors for record and implementation of penalty.

Sachin Gupta
09.12.15



Signature and seal of the bidder

5. Termination of the Contract

5.1 The Purchaser may, without prejudice to any other remedy for breach of the contract, by written notice to supplier, terminate the contract in whole or in part,

- a) If the party fails to execute the contract by the date specified in the order or within any extension thereof granted by the purchaser.
- b) If the party fails to perform any other obligation(s) under the contract.
- c) If the party, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in executing the contract.

6. Resolution of Disputes

6.1 The purchaser and the supplier shall make every effort to resolve any disagreement or dispute, arising between them under or in connection with the contract, amicably by direct negotiation.

6.2 Any dispute is subject to the jurisdiction of Delhi/Noida only.

7. Payment term:

7.1 100% Payment shall be released after receipt and acceptance of material, within one month period, subject to the bills are in order, any statutory deduction, including TDS, shall be made. Bills are to be submitted by the contractor on monthly basis to BHEL coordinator for payment.

8. Other Terms and Conditions

8.1 The contractor will not sub-contract the job at any other vendor without written permission of BHEL

8.2 All risks of loss or damage to physical property and of personal injury and death, which arises during/in consequence of the performance of the contract, other than expected risks, are the responsibility of the contractor.

8.3 The employees of the contractor in no case will be treated as the employee of purchaser at any point of time.

8.4 The contractor/Supplier shall abide at all times by all labour laws, regulations, rules, acts etc.

8.5 BHEL has the option to terminate the contract and purchase from elsewhere at the risk and cost of the vendor, either the whole or part of the goods which the vendor has failed to deliver within the stipulated delivery period or if the same were not available, the best and the nearest available substitute thereof. The vendor would be liable to compensate the purchaser for any loss which the purchaser may sustain by reason of such risk purchase, in addition to liquidated damages at the rates mentioned by the party.

Sachin Gupta
09.12.15



Signature and seal of the bidder

Annexure 'C'

1) Menu of Packed Lunch / Dinner:

Sl. No.	Description of Lunch/Dinner	Items detail
1	Veg. Indian	Paneer Item (Shahi / Butter / Karai etc.) (175 gms excluding curry) Seasonal Vegetables (125 gms) Dal (200 gms) Veg. Pulao / Plain Rice (200 gms) Paratha / Roti / Nan (2 piece standard size) Salad / Achar, Papad, Chutni Raita / Curd (100 ml) Indian Sweet (1 piece standard)
2	Veg. Continental	Paneer Tikka – 4 pcs. Standard size (200 gms) Veg. Cutlets – 2 pcs. Standard size (200 gms) Veg. Sandwich – 2 pcs. (Brown Bread- standard size) Sprouts (150 gms), Salad & French Fries / Wafers (Airtight Packet) Indian Sweet (1 piece standard size)
3	Veg. Chinese	Veg. Fried Rice (200 gms) Veg. Manchurian (175 gms excluding curry) Chilli Paneer (175 gms excluding curry) Veg. Chowmin (150 gms) Indian Sweet (1 piece standard size)
4	South Indian	Dosa / Uttappam Iddli / Vada – 2 pcs.(150 gms) Sambar (150 ml) and Chutni (50 gms) Achar, Papad, Lemon Rice / Tomato Rice / Coconut Rice (200 gms) Kesari Halwa (100 gms) / Indian Sweet (1 piece standard size)

Note: Other items like Spoon, Napkin, salad, mouth fresherener, sauce & others, if any to be provided by the party in each Box/Thali.

Signature and seal of the bidder

Sachin Gupta
09.12.15

2) Menu of Buffet Lunch / Dinner

Sl. No.	Description of buffet Lunch/Dinner	Items detail
1	Veg. Indian	Soup-Veg Paneer Item (Shahi / Butter / Karai etc.) Malai Kofta Seasonal Vegetables Dal Veg. Pulao / Plain Rice Paratha / Roti / Nan Salad / Achar, Papad, Chutni Raita / Curd Rasmalai / Gulab Jamun / Ice Cream

Note: BHEL shall provide only the space needed for buffet arrangement. Other requirements such as Manpower, Table cloth, Cutlery, Hot cases & other necessary item/ things shall be in bidders scope.

BHEL-PEM shall give the minimum guarantee of 30 persons.

Signature and seal of the bidder

Sachin Gupta
09.12.15

(M)

3) **Menu of Snacks incl. Continental Snacks & Pizza**

Sl. No.	Description of snacks
1	Veg. Sandwich / Cheese Sandwich (150 gms) Veg. Nugget - 2 pc. French Fries/ Wafers (Air tight Packet) (50 gms)
2	Veg Pizza (9") & soft Drink (200 ml)
3	Veg Combo: Veg-Grilled Brown bread sandwich: i) Paneer ii) cucumber & Tomato-any one Veg- Assorted Salads (250 ml): i) Paneer ii) Baby corn & Pineapple iii) Pasta- any one

Note:

1. Wherever sizes or quantity is not mentioned, the Standard size or quantity as per market practice & per approval would prevail.
2. Other items like Spoon, Napkin, mouth freshener, sauce & others, if any to be provided by the party in each box.

Signature and seal of the bidder

Sachin Gupta
09.12.15

(M)

Price Bid**1) Price Format of Packed Lunch / Dinner:****Annexure 'D'**

Sl. No.	Description of Lunch/Dinner	Items detail	Rate (Rs.)	VAT/CST/ Service Tax as applicable, if any	Total (Rs.)
1	Veg. Indian	Paneer Item (Shahi / Butter / Karai etc.) (175 gms excluding curry) Seasonal Vegetables (125 gms) Dal (200 gms) Veg. Pulao / Plain Rice (200 gms) Paratha / Roti / Nan (2 piece standard size) Salad / Achar, Papad, Chutni Raita / Curd (100 ml) Indian Sweet (1 piece standard)			
2	Veg. Continental	Paneer Tikka – 4 pcs. Standard size (200 gms) Veg. Cutlets – 2 pcs. Standard size (200 gms) Veg. Sandwich – 2 pcs. (Brown Bread- standard size) Sprouts (150 gms), Salad & French Fries / Wafers (Airtight Packet) Indian Sweet (1 piece standard size)			
3	Veg. Chinese	Veg. Fried Rice (200 gms) Veg. Manchurian (175 gms excluding curry) Chilli Paneer (175 gms excluding curry) Veg. Chowmin (150 gms) Indian Sweet (1 piece standard size)			
4	South Indian	Dosa / Uttappam Iddli / Vada – 2 pcs. (150 gms) Sambar (150 ml) and Chutni (50 gms) Achar, Papad, Lemon Rice / Tomato Rice / Coconut Rice (200 gms) Kesari Halwa (100 gms) / Indian Sweet (1 piece standard size)			

Signature and seal of the bidder

Sachin Gupta
09-12-15

(M)

2) Price format of Buffet Lunch / Dinner

Sl. No.	Description of buffet Lunch/Dinner	Items detail	Rate (Rs.)/ per person	VAT/CST/Service Tax as applicable , if any	Total (Rs.)
1	Veg. Indian	Soup- Veg Paneer Item (Shahi / Butter / Karai etc.) Malai Kofta Seasonal Vegetables Dal Veg. Pulao / Plain Rice Paratha / Roti / Nan Salad / Achar, Papad, Chutni Raita / Curd Rasmalai / Gulab Jamun / Ice Cream			

Note: BHEL shall provide only the space needed for buffet arrangement. Other requirements such as Manpower, Table cloth, Cutlery, Hot cases & other necessary item/ things shall be in bidders scope.

BHEL-PEM shall give the minimum guarantee of 30 persons.

Signature and seal of the bidder

Sachin Gupta
05.12.15

3) Price Format of Snacks incl. Continental Snacks & Pizza

Sl. No.	Description of snacks	Rate (Rs.)	VAT/CST/Service Tax as applicable, if any	Total (Rs.)
1	Veg. Sandwich (150 gms) Veg. Nugget - 2 pc. French Fries/ Wafers (Air tight Packet) (50 gms)			
2	Veg Pizza (9") & soft Drink (200 ml)			
3	Veg Combo: Veg-Grilled Brown bread sandwich: i) Paneer ii) cucumber & Tomato-any one Veg- Assorted Salads (250 ml): i) Paneer ii) Baby corn & Pineapple iii) Pasta- any one			

Note:

1. Wherever sizes or quantity is not mentioned, the Standard size or quantity as per market practice & per approval would prevail.
2. Other items like Spoon, Napkin, mouth freshener, sauce & others, if any to be provided by the party in each box.

Signature and seal of the bidder

Sachin Gupta
09/12/15



Annexure 'E'

Contact Details

Party's Name	
1. First Contact Person Details	
Name.	
Mobile No.	
E-mail id.	
2. Second Contact Person Details	
Name.	
Mobile No.	
E-mail id	
3. Third Contact Person Detail	
Name.	
Mobile No.	
E-mail id.	

Signature and seal of the bidder

Sachin Gupta
0912.15

TERMS AND CONDITIONS

1. BID SUBMISSION

Bids shall be submitted latest by 11:30 AM or before the due date in two parts as follows:

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

This part shall contain the following:

- a) Technical offer/details
- b) Commercial terms and conditions
- c) Unpriced copy of the price bid with all amounts/figures/ percentages wherever quoted in the price bid being replaced with the word 'Quoted' or 'Q'.

This part shall be submitted in duplicate in two separate Sealed Covers with bidder's distinctive Seal super scribed with correct Enquiry No., Item of supply, due date of opening and 'part-1 : techno-commercial bid'.

Complete tender 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.

PART -2: PRICE BID

This part shall contain Prices only 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 separate Sealed Cover with bidder's distinctive Seal super scribed with correct Enquiry No., Item of supply, due date of opening and 'part -2: price bid'.

2. BID OPENING

PART- I (Techno-Commercial Bids) will be opened at 12:00 AM on the due date in the presence of bidders who may like to be present. Date and time of opening of Part - II (Price Bids) shall be communicated separately.

GENERAL

3. Prices shall be net F.O.R. destination inclusive of freight, handling and packing charges, transit insurance etc. and remain valid for 3 months from the due date.
4. Taxes and duties payable should be indicated separately, otherwise it will be presumed that the goods quoted are inclusive of all taxes, duty, octroi etc., if any and BHEL in such cases shall not pay any tax, duty, octroi etc.
5. No revision of prices shall be entertained after bids have been opened.
6. Prices shall remain firm without any variation till completion of contract.
7. Manufacturer's name, trade Mark or Patent No., if any, should be specified.
8. Illustrative leaflets giving technical details of items offered should be enclosed, wherever necessary.



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.
10. Late tenders will be rejected.
11. BHEL reserves the right to split the order for individual item(s) with different bidders and also increase/decrease the quantities.
12. Product with I.S.I certification marks will be preferred.
13. **PACKING AND MARKING** : Vendor shall arrange for sound packing and marking the goods to avoid any loss or damage during transit.
14. **PAYMENT** : ~~100 % payment shall be released after supply & acceptance of material and submission of invoice along with specified documents by the vendor.~~
15. **SUBMISSION OF INVOICE** : All Invoices along with specified documents shall be submitted in triplicate, to HR Deptt. Of BHEL/PEM, BHEL, PPEI, NOIDA-201301.
16. **LIQUIDATED DAMAGES**: ~~It is clearly understood among the parties to the contract that time is the essence of the contract. Therefore, the delivery of the item specified in the Order should be made within the stipulated delivery period. Where item is done after the stipulated period, the Purchaser shall be under no obligation to accept the item. However, if accepted, Liquidated Damages at the rate of 0.5% per week of delay or part thereof shall be levied on the value of item delayed limited to 10% (excluding taxes) of the total contract value, without prejudice to any other relief or compensation due to the Purchaser under any other condition of the Purchase Order.~~
17. **PRICE DISCREPENCY**:
- (a) If, in the price structure quoted for the required goods/ services/ works, 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 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 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 is liable to be ignored.
 - (e) Taxes and duties if not specified clearly as extra shall be considered as include in the basis price and, therefore, shall not be reimbursed.

18. **SECURITY DEPOSIT** :

1. Rs 1 lakh + 7.5% of the amount exceeding Rs. 10 lakh of order value including taxes & duties (in the form of Bank Guarantee or DD, otherwise amount shall be withheld from supply bill). EMD of the successful bidders shall be converted as security deposit till the completion of Work Order. If the total order value is less than 10 lakhs 10% of the order value including taxes & duties has to be submitted by the successful bidder.

2. The Security deposit shall not carry any interest and shall be refundable after successful completion of Work Order

3. SD shall be liable to be forfeited in case of non-fulfilment of contractual liabilities.

19. **EARNEST MONEY DEPOSIT** :

Bidders are required to remit Earnest Money Deposit of Rs. 40,000.00 in the form of DD / Pay Order payable in favour of "M/s BHEL" on any scheduled bank, Noida. **No interest shall be payable by BHEL on EMD amount.** The EMD shall be forfeited in case of:

- a) After opening the tender, the tenderer revokes his tender within the validity period or increases his earlier quoted rates.
- b) The tenderer does not commence the work within the period as per LOI/Contract. In case the LOI/contract is silent in this regard within 15 days after award of contract.

20. **RISK PURCHASE** : Purchaser will have the option to terminate the contract and purchase from elsewhere at the risk and cost of the Vendor, either the whole or part of the goods which the Vendor has failed to deliver or despatch within the stipulated delivery period or if the same were not available, the best and the nearest available substitute thereof. The Vendor would be liable to compensate the Purchaser for any loss which the Purchaser may sustain by reason of such risk purchase, in addition to Liquidated Damages at the rate mentioned above.

21. **STATUTORY VARIATION** :

- i) If the rates 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 quotations. 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.
- ii) Statutory Variations in Taxes 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 Purchaser.~~
- iii) Notwithstanding the above, where the actual completion of the supply occurs beyond the period stipulated in the Order/ Contract or any extension thereof, variations referred to above, will be limited to the rates prevailing on the dates of such agreed completion periods only. For variations 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.
- iv) 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.

22. **REVERSE AUCTION** :-

~~BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price-bid, submitted by the bidder. This will be decided after techno-commercial evaluation.~~

NOTE :

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 indicated in the bid on a separate sheet.

