



**BHARAT HEAVY ELECTRICALS LIMITED**  
**Regional Operations Division**  
**14th / 15th Floor, World Trade Centre-1,**  
**Cuffe Parade,**  
**MUMBAI- 400 005**

RE:MUM:HRD:CC 0226:

08.04.2013

**NOTICE INVITING TENDER (NIT)**

**Sub: Tender enquiry for supply of canteen food/Catering Services**

Offers are invited for supply of hygienic, standard lunch for approximately 60-65 employees/guests and tea, coffee for about 80-85 employees/guests in our office premises for one year from 01.06.2013 to 31.05.2014 (extendable by one more year on mutual consent) as per the following terms and conditions.

The tender documents are available in our office without payment of any fees between 08.04.2013 (9.30 a.m. to 5.00 p.m) to 29.04.2013 (upto 2.00 p.m) on all working days. Your offer as under must reach the undersigned in a sealed cover latest by 29.04.2013 (2.30 p.m.) super scribed as **“Offer for supply of canteen food – catering services”** and mentioning the tender enquiry reference. The technical bids shall be opened on 29.04.2013 (3.00 p.m.). The packing of envelopes should be done as under:

1. **Envelope ‘A’ :** - Earnest Money Deposit (EMD)

2. **Envelope ‘B’ :**

Techno Commercial Bid consisting of:

- |                          |   |              |
|--------------------------|---|--------------|
| a) Primary Conditions    | - | Annexure ‘A’ |
| b) Other conditions      | - | Annexure ‘B’ |
| c) Menu & Supply details | - | Annexure ‘C’ |

3. **Envelope ‘C’ :** Price Bid - Annexure ‘D’

Thanking you,

Yours faithfully,  
For Bharat Heavy Electricals Limited,

(Arpit Agrawal)  
Executive (HR)  
(Contact No. 022-22171227/201)

## CATERING SERVICES CONTRACT

OFFERS SHALL BE SUBMITTED IN **THREE SEPARATE ENVELOPES** AS FOLLOWS:

- A) EMD FOR RS.10,000/- (IN THE FORM OF DEMAND DRAFT / PAY ORDER IN FAVOUR OF BHARAT HEAVY ELECTRICALS LIMITED, PAYABLE AT MUMBAI)
- B) TECHNO COMMERCIAL BID
  - PRIMARY CONDITIONS – ANNEXURE ‘A’
  - OTHER CONDITIONS (FOR UNCONDITIONAL ACCEPTANCE ONLY) - ANNEXURE ‘B’
  - MENU & SUPPLY DETAILS – ANNEXURE ‘C’
- C) PRICE BID – ANNEXURE ‘D’

### NOTE:

THE TENDER DOCUMENTS ARE AVAILABLE IN OUR OFFICE WITHOUT PAYMENT OF ANY FEES BETWEEN 08.04.2013 (9.30 A.M. TO 5.00 P.M) TO 29.04.2013 (UPTO 2.00 P.M)

## **TECHNO COMMERCIAL BID**

### **ANNEXURE – ‘A’**

#### **PRIMARY CONDITIONS**

To be furnished as Techno Commercial Bid in the envelope earmarked “Techno Commercial Bid”.  
Following documents are to be submitted:

1. A copy of all tender documents duly signed and stamped as an acceptance to the tender terms and conditions.
2. Copy of PAN/TAN number and service Tax Registration Certificate.
3. At least 3 experience certificates/ work order from PSU / other Corporates, should be attached not later than past 3 years. The work performed should be similar work as per the scope of this tender enquiry.
4. IT returns for last 3 years. The average annual turnover for the last three FY should not be less than 2.29 lakhs.
5. Copy of PF & ESI registration certificates.
6. Address of the kitchen of the contractor.
7. In case the kitchen is owned by the contractor, suitable ownership documents should be submitted. If the kitchen is a rented kitchen, suitable rent agreements should be submitted by the contractor.

**Note:** The contractor has to necessarily submit the above documents in order to qualify in the Techno – Commercial bid. The price bids of only those parties shall be opened who qualify based on the above list. The price bids of the parties submitting any deficient documents with respect to the above list shall not be opened and they shall stand disqualified.

## TECHNO COMMERCIAL BID

### ANNEXURE 'B'

#### OTHER CONDITIONS

1. Offers are to be submitted in two bid system "Techno Commercial Bid & Price Bid" in separate envelope.
2. The period of contract shall be for one year i.e. from 01.06.2013 to 31.05.2014 extendable by one more year on mutual consent and on the same terms and conditions.
3. Each page of the Techno Commercial Bid consisting of Annexure 'A', 'B' 'C' and Price Bid consisting of Annexure 'D' should be signed and stamped as a token of acceptance and submitted.
4. All the desired information mentioned in the Price Bid and Techno Commercial Bid should be furnished and no columns should be left blank.
5. The EMD will be inserted in separate sealed envelope and prescribed on the envelope as 'EMD for canteen contract'. The EMD of the unsuccessful tenderers will be returned after finalization of the contract.
6. The EMD shall not carry any interest.
7. The Techno Commercial Bid (including Annexure A, B and C) furnished in a separate sealed envelope and earmarked on the top as 'Techno Commercial Bid'.
8. The Price Bid should be furnished in a separate sealed envelope and earmarked on the top as 'Price Bid'.
9. All the three envelopes duly sealed should be enclosed in another envelope and superscribed as "Offer for supply of canteen food – catering services" and mentioning the tender enquiry reference" and dropped in the tender box on the 15<sup>th</sup> floor of World Trade Centre – I on or **before 2.30 p.m. on 29.04.2013.**
10. In case you are not interested to quote then, regret letter may be forwarded to BHEL.
11. The company reserves its rights to accept / reject any offer fully or partly without assigning any reason.
12. Supply of lunch would be for approximately 60 – 65 persons per day and tea / coffee for 80 – 85 persons per day.
13. Caterer will supply to employees in both the floors (14<sup>th</sup> and 15<sup>th</sup>) on all working days, items per day as per menu and at the specified timings mentioned in Annexure 'C' in Consultation with the Authorities of the Company. He will have to make his own arrangement for transport and supply of food and other items. In addition, if required by the company the Contractor shall arrange to provide the same on holidays also for which intimation shall be given in advance by BHEL's authorized representative.
14. The contractor representative shall collect lunch/tea/coffee coupons from the employees every day and the same to be surrendered to the HR dept. Based on the total number of coupons, monthly bill shall be made and payment will be made to the contractor.
15. Supervision of supplies shall be done by the caterer in person or by his authorized nominee.
16. The contractor will have to arrange for manpower required for ensuring smooth services during the specified timings and upkeep of the canteen premises clean and healthy.

- Since there are two floors in this office at least one person per floor will have to be provided. One supervisor as and when needed shall also be provided by the contractor.
17. The caterer shall be responsible for and pay the expenses for providing medical treatment to their workmen who may suffer any bodily injury / loss of life during the course of their business while carrying out their contractual obligations as the result of any accident within the company's premises.
  18. The service boys and supervisor deputed by contractor in the office shall be changed on completion of every 90 days. 2. All statutory requirements under the Labour Laws i.e. Minimum Wages Act, Payment of Wages act, Workmen compensation Act, Payment of Gratuity Act, P.F. Act, ESI Act, The Contract Labour regulation and abolition act, Payment of Bonus Act, Income tax Act, Service Tax Act, and all other applicable laws/ Acts has to be complied by the contractor. BHEL shall in no case, be held responsible for any non-compliance on the above by you.
  19. The contractor has to submit yearly PF Statement and copy of ESIC card as proof of complying with the PF & ESI act respectively. He will also have to submit money deposit Challans of PF, ESI & Service tax to contract administration department in BHEL along with his monthly bill and as & when demanded by BHEL. In case of non compliance of above BHEL reserves the right to pay taxes/statutory dues directly to concerned authorities/Govt. department for which money will be recovered from the bills payable to contractor.
  20. The Contractor should not sublet/subcontract the contract of catering services to any other party.
  21. The Catering Contractor shall comply with the Municipal/BMC and other regulations relating to the preparation and sale of food stuffs, etc. and shall obtain the necessary license and permits in his/its own name.
  22. BHEL reserves the right to inspect the kitchen where the food is proposed to be prepared before the opening of the price bid. In addition after finalization of the contract, the company authorized representative may inspect the kitchen as and when felt necessary. If the contractor changes his kitchen during the tenure of the execution of the contract, it should be duly informed to office beforehand and the contractor should get it approved from BHEL.
  23. In case of award of contract to the successful contractor, the EMD may be adjusted against the security deposit amount to be deposited by the contractor.
  24. **Offers received incomplete or without EMD shall stand disqualified automatically.**
  25. Successful bidder shall deposit an amount as security deposit **10% of contract value** to BHEL as per BHEL rules. 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 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 companies Act. The FDR should be in the name of the contractor, A/c BHEL, duly discharged on the back.
- 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 the work and the balance 50% will be recovered from the running bills.
- viii) EMD of the successful tenderer may 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 and settlement of dues on both sides and on furnishing a certificate to that effect.

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

- 26. The bills shall be put up in first week of every month along with coupons redeemed and a statement made for each day of the month for which cheque payment will be released within 10 days from the date of receipt of your complete and clear bills/documents after it is duly certified by the administrative department for the satisfactory service for that month.
- 27. The Tax deduction at Source, as applicable, shall be deducted from the monthly bill payment. Relevant certificate shall be handed over to the contractor on the forthcoming month.
- 28. Service tax or any other tax applicable to canteen contract shall be reimbursed on production of documentary evidence.
- 29. If there is any clerical error/discrepancy in the price bid in the amount entered in words and figures, then the amount entered in words shall be considered and it shall be final and binding on the caterer.
- 30. Notwithstanding anything to the contrary herein contained, the company shall be at the liberty at its entire discretion to terminate this contract and forfeit the security deposit forthwith upon or at a time a breach or default of any of the terms and conditions or stipulations contained herein is committed by contractor and or by contractor's workmen deployed in the company's premises.
- 31. Termination on certain specific events:  
The company shall further be entitled 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 or 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 cooperative society.
  - e) If any partner of your firm or any member of your cooperative 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 this opinion of the company whose decision in that behalf, shall be final is prejudicial to the interest or good name of the company, then company reserves its right to cancel the contract and the decision so conveyed by the said authority need not site or give reasons for such decisions.
  - g) During the period of the contract of any of your employees come in contract with contagious diseases like TB, Measles, Chicken Pox etc., as defined by Medical Council of India, they shall be immediately substituted with another person. Any loss on this account will be to the cost of the contractor. Medical fitness certificate of the contractor's employees in BHEL and also at the end of the contractor shall be submitted as and when demanded by BHEL.
32. Liquidated damages / Penalty: A liquidated damage / penalty per day may be imposed on the contractor, for not carrying out the assigned services as per contract. Liquidated Damages / Penalty will be levied as below :
- a) If delay is more than one hour in supply of lunch in a day the company has the right to make alternate arrangements from any other source at the risk and cost of the contractor. The cost incurred on making alternate arrangements shall be recovered from the contractor.
  - b) In spite of giving notice to the party in writing for improvement in quality and maintenance of quantity of the food as per tender terms and conditions, if the party fails to carry out any improvement in the quality of the food supplied, and / or if the quantity of the food supplied is not maintained as per the prescribed quantity. The same will be reviewed after taking into account the complaints entered in the canteen complaint register. The company will issue notice in writing or email and if there is no improvement the company reserves the right to terminate the contract and arrange for food supplies from alternate sources and the differential cost will be recovered from the contractor.
  - c) Due to the contractor or his authorized representative, if the company suffers any loss the same may be indemnified by the contractor.
33. Arbitration: If at any time, any questions, disputes or differences whatsoever arising out of or in any way concerning the contract between the company and the contractor except as to any matter, the decision for which is specially provided for, the same shall be referred to a sole arbitrator nominated by the company. GM- ROD, Mumbai or any officer nominated by him shall be the sole arbitrator should there be any disagreement

- or dispute between the contractor (including employees) & BHEL. The award of the arbitrator will be final and binding on the contractor.
34. The company reserves the right to **short close and/or terminate** the contract at any time without assigning any reason thereof by giving one month 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.
  35. Persons employed by the caterer should wear clean uniform, shoes, cap and disposable gloves provided by the contractor.
  36. Vessels that will be used to bring the food items shall be covered in airtight containers. Chapatis/Roti/parantha shall be properly wrapped in aluminium foils.
  37. Contractor will maintain proper hygiene in the kitchen at their end and also in the kitchen/pantry at BHEL's end.
  38. Bid Evaluation Criteria:  
Bidder will be evaluated based on the total cash flow as per the price bid format given in Annexure D. The number of lunch, tea and coffee to be considered per year for bid evaluation shall be 12,636, 35,868 and 7,536 respectively.  
The L1 bidder may be called for further negotiation if BHEL desires to do so.



## TECHNO COMMERCIAL BID

### ANNEXURE – ‘C’

#### MENU AND SUPPLY DETAILS

**On all working days except Wednesdays the following menu shall be served:**

1. Seasonal Vegetable – Dry– 125 gms. - 1 vati
2. Seasonal Vegetable – Wet – 125 gms. – 1 vati
3. Dal (good consistency) – 125 ml.- 1 vati
4. Chapatti – 3 nos.
5. Rice Kolam – 50 gms.
6. Vegetable Salad (Cucumber, Tomato, Radish)
7. Papad (Lijjat or equivalent)
8. Curd – 100 gms.- 1 vati
9. Pickle / salt / sugar to taste

**On Wednesdays in place of item at S.No.2 above, the following shall be served:**

1. Non-vegetarian – chicken / fish / egg curry
2. Vegetarian – Any paneer vegetable
3. Other items remain unchanged.

Note :

1. a) Standard quality raw material and cooking oil/ghee to be used.  
b) Mahananda / Mother Dairy / Amul milk to be used.  
c) Only ‘Lipton / Brooke Bond / Tata Tea / Girnar’ tea leaves and ‘Bru / Nescafe’ to be used.  
d) Oil/ tea leaf once used should not be reused.
2. Food to be properly cooked in hygiene conditions.
3. Rice and wheat to be of good quality.

#### Supply Details:

Sl.No.	Timings	Item	Quantity
1	9.00 a.m. to 12.00 noon	Tea / Coffee	One cup
2	01.00 p.m. to 01.20 p.m.	Lunch	As per Menu
3	2.30 p.m. to 4.30 p.m.	Tea / Coffee	One cup
4	9.00 a.m. to 6.00 p.m.	Tea / Coffee	To be given to GM and for official guests.

**PRICE BID**

**ANNEXURE 'D'**

<b>Sl.No.</b>	<b>Description</b>	<b>Rate in words (excluding service tax)</b>	<b>Rate in Figures Rs. (excluding service tax)</b>
1	Tea (per cup)		
2	Coffee (per cup)		
3	Lunch (per person) as per menu in Annexure 'C'		

Signature of the Contractor

Service taxes shall be paid extra by BHEL as applicable.