



## INVITATION TO TENDER

**Ref: OPS/OS/SC/2016-17/29/040**

**Date: 21.10.2016**

**Sub:** Running of Modern Industrial Canteen in premises of BHEL-HPVP, Visakhapatnam for a period of two years.

Sealed tenders are invited under **two bid system**, Techno-Commercial Bid (Part-I) and Price Bid (Part-II) from the reputed and experienced contractors with sound technical and financial capability for the subject work.

SL. NO.	NAME OF THE WORK	ESTIMATE VALUE	EMD	CONTRACT PERIOD	LAST DATE FOR RECEIPT OF TENDER
01	Running of Modern Industrial Canteen in premises of BHEL-HPVP, Visakhapatnam for a period of two years.	460.13 Lakhs	9,20,260/-	2 Years	05.11.2016 up to 14.00 Hrs.

### 1. ELIGIBILITY CRITERIA

I) Average annual turnover of the contractor during the last 3 years ending 31st March 2016 should be at least 30% of the estimated value. (i.e. 138.04 Lakhs). In case annual turnover for FY 2015-16 is not finalized or ITR is not submitted by the contractor, Average annual turnover during the last 3 years ending 31st March 2015 shall be considered.

Tenderer should enclose EPF, ESI, PAN, VAT, Service Tax New registration no., Income tax returns for last three years (FY 2012-13, 2013-14 & 2014-15/2015-16) and Profit & Loss account and Balance Sheet certified by the Auditor for the last 3 years.

II) The Contractor should have experience of completing similar works during last 7 years ending 30<sup>th</sup> Sept 2016 as given below:

(a) Three similar completed works costing not less than the amount equal to 40% of the estimated value (i.e. 184.05 Lakhs each)

OR

(b) Two similar completed works costing not less than the amount equal to 50% of the estimated value. (i.e. 230.07 Lakhs each)

OR

(c) One similar completed work costing not less than the amount equal to 80% of the estimated value. (i.e. 368.11 Lakhs)

Job Completion Certificates from the customer shall be enclosed in support of successful and satisfactory completion of the orders.

**Note:** Similar work means running of industrial canteen in Govt. organizations/ Public/ Private Sectors or running restaurants in cities.

III) The works executed in the own name of the tenderer will only be considered for eligibility criteria.

### 2. CONTRACTOR'S SCOPE OF WORK:

Work is to be carried out as per Scope of work (Annexure . I), Special terms & conditions (Annexure . II), General Terms & conditions (annexure-III) and as per schedule of Quantities.

**3. BHEL SCOPE:**

BHEL shall provide the following:

- a) Canteen Building/s for preparation & serving food @ 1 per month
- b) Canteen utensils / Equipment as per annexure . A (available at present)
- c) Water on fixed monthly payment of 2,000/-
- d) Electricity up to 2800 units per month at free of cost. Above 2800 units, will be charged as per govt. rates.
- e) Liquefied Petroleum Gas (LPG) subject to availability.

**4. LOCATION OF WORK:**

The subject work is to be carried out in Premises of BHEL-HPVP, Visakhapatnam, A.P (India).

**Note: Bidders are advised to visit the site before submission of the offer to assess for themselves the site conditions, the entry restrictions, safety requirements, labour regulations, local conditions etc. at M/s BHEL- HPVP, Visakhapatnam.**

**5. EARNEST MONEY DEPOSIT (EMD):**

I. The tenderer shall submit EMD for 9,20,260/- (Rupees Nine Lakhs Twenty Thousand Two Hundred Sixty only) only in the following forms:

- a) Cash Deposit as permissible under the extant Income Tax Act (before tender opening).
- b) Electronic Fund Transfer credited in BHEL account (before tender opening).
- c) Banker's Cheque/ Pay Order/ Demand Draft, in favour of BHEL, Visakhapatnam along with offer

II. EMD by the tenderer will be forfeited as per NIT conditions, if:

- a) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
- b) The contractor fails to deposit the required security deposit or commence the work within the period as per LOI/ Contract.
- c) EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant %Guidelines on Suspension of business dealings with suppliers/ contractors+ and forfeited/ released based on the action as determined under these guidelines.

III. EMD given by all unsuccessful tenderers shall be refunded normally within 15 days of award of work.

IV. EMD shall not carry any interest.

V. EMD of successful tenderer will be retained as part of Security Deposit.  
successful bidder.

**Note:** Micro & Small Enterprises (MSEs) are eligible for exemption of EMD as per clause no. 13 annexure . II.

**6. CONTRACT PERIOD:**

Contract is valid for a period of 2 years from date of work order or 01.12.2016 whichever is later.

**7. PENALTY:**

Penalty shall be applicable as per clause nos. 11, 13, 39, 41, 42 & 47 of annexure - I

**8. INSPECTION:**

Inspection of materials / food shall be carried out by BHEL, Visakhapatnam.

**9. SECURITY DEPOSIT:**

Security Deposit shall be collected from the successful tenderer as per clause 6 of annexure - II

**10. INCOME TAX & WORK CONTRACT TAX:**

Income tax & Work Contract Tax, if applicable as per statutory requirement will be deducted on each payment made to the contractor and TDS certificate will be issued to this effect.

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**11. PAYMENT TERMS:**

Payment terms shall be as per clause 7 of annexure - II

**12. PRICE SCHEDULE, TAXES & DUTIES:**

- a. Prices shall be quoted in the price schedule attached to the tender for the complete scope of work.
- b. **The prices quoted should be all inclusive of PF, ESI, labour payments, VDA, material cost etc. No separate reimbursement for the above whatsoever shall be made. Rate will be quoted exclusive of VAT and Service Tax. The VAT & Service Tax applicable should be quoted separately as per the respective acts. These will be reimbursed at prevailing rates limited to the composition percentage quoted in the bid on production of proof of payment to the respective tax authorities. Price Evaluation will be made on the basis of landed cost to BHEL. At the same time however if the existing acts such as Service Tax Act and VAT act cease to exist, BHEL will not reimburse tax against the same from the effective date.**
- c. In addition to existing taxes, any new taxes imposed by Central/ State Govt. shall be payable by the contractor and same shall be reimbursed on submission of relevant documents/proof of payment.
- d. In case, any new tax is imposed instead of existing tax, difference of the amount shall be reimbursed/ recovered on submission of documentary evidence.
- e. Any new tax is imposed by Central/ State Govt. or there is any variation in taxes after expiry of delivery / contract period, the same shall be borne by contractor only.
- f. All terms & conditions of the contract in respect of taxes & duties are subject to new taxation laws introduced time to time by Govt. and terms & conditions will deemed to be modified in accordance with the provisions of New Laws (i.e., GST)
- g. The quoted prices shall be fixed & firm without any escalation during the entire period of contract and till completion of the work.
- h. Tenderer should quote the unit rates and the amounts in figures. In case of any mismatch between the quoted unit rates and amounts, the quoted unit rates shall be considered as final. It may be noted that corrections, overwriting etc. are not allowed. If there is a discrepancy between amount in figures & words, the amount in words shall prevail unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail. If there is a error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and total shall be corrected accordingly.
- i. All rates shall be quoted in the tender format only.

**13. 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. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit online sealed bid in the Reverse Auction. Non submission of online sealed bid by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.+

General terms & conditions governing RA are mentioned in the special conditions at Annexure-IV

**14. VALIDITY OF OFFER:**

The offer shall be valid for a period of **3 months** from the last date for tender submission.

**15. RISK PURCHASE:**

**In case the contractor fails to execute the work due to any reason, BHEL reserves the right to get the same completed through some other party at the risk & cost of the contractor and any additional expenditure incurred due to the same shall be charged to the contractor.**

**16. GENERAL:****16.1 Bidders shall confirm their acceptance to all the terms & conditions of the tender enquiry.**

Deviations to the tender conditions are not acceptable and BHEL-HPVP reserves the right to reject such offers which do not meet Technical / Commercial requirements without any / further correspondence.

Bids not accompanied with requisite EMD/NSIC/MSME registration certificate, late / delayed bids, incomplete / conditional offers, bids not conforming to the terms & conditions specified in the tender documents are liable for rejection.

**16.2 BHEL reserves the right to modify or cancel or short close the tender at any stage at its discretion without assigning any reason thereof.****16.3 The bidders shall study the Tender documents and all other relevant documents in detail for understanding the scope of work involved in various items before submission of offers.**

For any clarifications required on this tender document, scope of work etc., the bidders shall depute their authorized representatives to HPVP, Visakhapatnam with prior intimation to get clarifications from concerned authorities.

**16.4 Manager (HR-Welfare) shall be the Officer-in-charge for herein after referred to as such in the tender.****16.5 Lowest offer need not be the rate acceptable to BHEL-HPVP. BHEL-HPVP reserves the right for negotiation with the L1 bidders or opt for Reverse Auction as per applicable guidelines.****16.6 The following documents (enclosed) shall form part of the contract including this Notice Inviting Tender.****PART - I: TECHNO COMMERCIAL BID**

a) Scope of work	: Annexure . I
b) Special Terms & Conditions	: Annexure . II
c) General Rules & Regulations	: Annexure . III
d) Terms & Conditions of Reverse Auction	: Annexure . IV
e) Present Canteen Timings	: Annexure . V
f) Existing Service points at Various Places in the Company	: Annexure . VI
g) Ingredients of special Tea & Coffee	: Annexure . VII
h) List of canteen utensils / equipment available at present	: Annexure . VIII
i) Acceptance to the tender terms & conditions	: Annexure . IX
j) Self Declaration	: Annexure . X
k) Contractor Information	: Annexure . XI
l) Check List	: Annexure . XII

**PART - II : PRICE BID**

g) Price Bid (Schedule of quantities & Rates)	: Annexure . XIII
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**17. TENDER SUBMISSION:**

**17.1 The Bid shall be submitted in two parts.**

**Part-I : Techno-Commercial Bid shall be placed in one cover along with the following documents :**

- All pages of tender document after duly signed & stamped
- Proof of document for payment of Earnest Money Deposit of ₹ 9,20,260/-
- Turnover certificate issued by Auditor for last 3 years
- Income tax returns for last 3 years, Profit & Loss account statement and Balance Sheet certified by the Practicing Chartered Accountant for the last 3 years
- Experience Certificates in line with eligibility criteria.
- Copy of VAT & Service Tax Registration Certificate.
- Copy of ESI Registration Certificate
- Copy of PF Registration Certificate
- Copy of PAN.
- All other applicable documents as detailed in the tender

**Part-II: Price Bid** in the prescribed format shall be placed in **another separate cover.**

The tender documents including the various supporting documents enclosed by the bidder should be **signed on all pages with seal.**

Both covers containing Part – I & Part – II bids shall be placed in **another** bigger size envelope duly super scribing the **Tender No. & Subject** on the envelope.

**17.2** The tender completed in all respects **shall be dropped** in the **Outsourcing** tender box kept at reception counter, ADM building **latest by 14.00 Hrs. on 05.11.2016.**

Bidder may also send their offers by Post to "Outsourcing Tender Box, Admn. Building, BHEL - HPVP, Visakhapatnam – 530012".

Last date for receipt of tenders is **05.11.2016 up to 14.00 hrs.** BHEL-HPVP is not responsible for any postal or other delays in submission of offers.

Offers received in any other form will not be accepted.

**17.3** Submission of offer by a tenderer implies that all the tender documents were read by the tenderer and the tenderer is aware of the scope and specifications of the work, site condition, local conditions and rates at which stores, tools and plant, free / chargeable materials etc., will be issued to him by BHEL - HPVP and other factors having bearing on the execution of the work.

**18. OPENING OF TENDERS:**

Techno-commercial Bids will be opened on **05.11.2016 at 14.00 Hrs.** at Customer Cell, Admn. Building, BHEL- HPVP. The bidders may depute their representatives at the time of opening. The price bid of the technically qualified bidders will also be opened in the presence of representatives of the bidders and the date & time of opening of price bids will be intimated later. In case of reverse auction, the date of conducting reverse auction will be intimated in advance at appropriate time.

**If bids are not accompanied by requisite EMD/Valid NSIC Certificate/MSME registration certificate along with Part- I (Techno Commercial Bid), then Part-II (Price Bid) will not be considered for opening.**

Yours Faithfully,

For BHARAT HEAVY ELECTRICALS LIMITED,

  
21/10/2016  
Sr. Manager (OS)

# **PART I**

## **(TECHNO-COMMERCIAL BID)**

**SCOPE OF WORK**

Sub: Running of Modern Industrial Canteen in premises of BHEL-HPVP, Visakhapatnam for a period of two years.

1. The Contractor shall prepare and serve breakfast, Tea, Coffee, Lunch, Snacks, Dinner and other edible foodstuffs and beverages etc. Full details of items along with the quantities to be served are indicated in the SOQR (Annexure XIII). The Company reserves the right to amend, add or delete any of the items to be served at its discretion.
2. Breakfast, Tea, Coffee, Lunch, Dinner etc., shall be made available on Self-service basis in the Main canteen and Adm. Canteen.

At Executive Canteen and such other places notified / indicated during such times as specified by the company from time to time, the contractor shall provide table service of Tea, Coffee, Breakfast, Lunch, Dinner, etc., to certain specified categories of employees as may be intimated by the management of the Company from time to time for which no extra remuneration shall be paid.

3. The Contractor shall provide the serving of Tea / Coffee and Snacks at various work places inside factory, Adm. Building and other places notified from time to time.
4. The Contractor shall serve Executive Meals in the Executive Canteen situated inside the Factory. The Contractor shall arrange Buffet Type Meals for Lunch in the Executive canteen.
5. It shall be the sole responsibility of the Contractor for procurement of all required raw materials for preparation of food items like rice, wheat, Pulses, etc., at his cost and to bring the same inside the canteen in a cleaned condition and the company shall not render any assistance to the contractor in securing any essential or controlled commodities. The contractor shall not undertake any cleaning work of such raw materials either inside the canteen or Factory premises.
6. The Company hereby agrees to provide the canteen building for the use of the contractor for above purpose on a nominal charge of 1/- per month. What is granted under this contract is a bare license to the contractor to use the canteen buildings for the purpose as mentioned and the title and ownership of such building/s shall always vest with the Company.
7. The Company shall provide water on fixed monthly payment of 2,000/- (Rupees Two Thousand only).
8. The Company shall provide Liquefied Petroleum Gas (LPG) subject to availability. If **LPG** is not available for supply, the Contractor is under obligation to prepare the items as per schedule and to serve them on time by making suitable alternative arrangements at his own cost.
9. Electricity up to 2,800 units per month free of cost. The Contractor should pay for consumption of Electricity beyond the prescribed limits at the rate fixed by the company from time to time and the amount can also be recovered by the company from the bills payable to the contractor.
10. The Company shall provide the available cooking and eating utensils and also utensils for service of the articles of food, thermal containers and other cooking and serving equipment as per the list enclosed vide Annexure VIII. The equipments available at present will be handed over to the contractor by BHEL. However, if the Contractor wishes to maintain the required number of items such as stainless steel sambhar cups, curd cups, water tumblers, he can purchase them at his own cost, he may do so with permission from the management and the company shall not be liable for any loss or damage for such items. Contractor can organize items required in addition to the listed items on his own.

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11. The Contractor shall give acknowledgement for all the equipment supplied to him. The Contractor shall take full responsibility of proper upkeep, maintenance and custody of various equipment, utensils, furniture, etc., provided by the management and the Contractor shall hand over the same equipment to the company in good working condition after the expiry of contract period or its sooner determination.

Any damage or loss other than natural wear and tear to the same shall be borne by the Contractor and **50%** cost price for the old equipment handed over to the contractor after the commencement of the contract. In the first instance the equipment shall be handed over in good working condition. Later as and when required, the kalai of Brass Vessels should be arranged by the contractor at his own cost. Due to natural wear and tear if any equipment becomes unserviceable it shall be replaced by the Contractor. Replacement of lost items of any nature by the Contractor is not allowed. **Mixers and Wet Grinders shall be in contractor**

12. The contractor shall procure and provide the following equipment entirely at his own cost:
- a. To serve coffee, tea, water etc., a minimum number of 1,000 glass tumblers at any given time for the use of employees.
  - b. **1,000** No. of tea spoons for use in the canteen at any given time.
  - c. The required cloth for preparing idly, tea, coffee and cleaning etc.
  - d. Brooms, Brushes, Vim, Phenyl, and other materials which are required for cleaning utensils, tables, floors etc., are to be purchased by the contractor.
13. The contractor shall ensure proper general sanitary / Hygienic conditions in and around the canteen building. The food wastes and other wastes in the canteen shall be thrown only at the places allotted for this purpose at contractor's own cost.

If the sanitation in and around the canteen premises is not found satisfactory, management has the right to impose a fine of **1,000/-** (Rupees One Thousand only) each time. While imposing the penalty the decision of management is last & final.

14. Sterilization methods should be observed in cleaning various vessels, plates etc. The contractor shall use adequate quantities of Vim, Phenyl etc., in cleaning the floors of the canteen, table tops etc. If the contractor fails to observe sterilization method to the satisfaction of the management, contract will be cancelled without notice. The decision of the management on this behalf is final and binding on the Contractor.
15. The contractor shall undertake the orders for preparing dinners etc. or special parties on company's request at the cost decided by the mutual consent of management & the contractor.
16. The contractor is permitted to take away food items like leftover, unsold only through proper gate pass prepared by the contractor and countersigned by authorized officer.
17. The company shall have the right to collect the coupons surrendered by the company employees either directly or through the contractor at the place of service.
18. Place and timings at which coffee / tea / snacks etc., served at present are shown in Annexure . VI. The management reserves the right to stagger / change the service places from one shift to another shift and from one service place to the other and also the method of service.



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19. The management also reserves the right to increase / decrease the time of service for which no extra remuneration will be paid to the contractor.
20. The company reserves the right to itself of staggering or changing shift timings, canteen timings of service so as to prevent rush in the canteen.
21. The Contractor shall serve coffee, tea etc., in officer room without claiming any service charges. He shall hand over these items to any attender or messenger sent by an officer on a specific requisition in the approved form.
22. The Contractor agrees to adhere to the quality and quantity of the food articles and beverages prescribed by the company and also the hours of service prescribed by the company.
23. The Contractor shall comply with all the provisions of ~~%~~The Food Safety and Standards Act, **2006** failing which company reserves the right to cancel the contract without any notice.
24. The Contractor shall prepare every day the food articles according to the approved menu given by the company and if any change is to be made in the same it shall be done with the prior approval of the company. The Contractor shall exhibit the day-to-day menu approved by the management in the canteen at the place specified by the management for this purpose.
25. The Contractor shall use superior quality of raw materials only and all the raw materials shall be inspected by the company and approved by its representatives before the same used. Oil used for cooking shall be **Refined Sunflower oil or of superior quality. Any deviation from standards, will be fined appropriately. Burned oil should not be used.**
26. The Contractor is under obligation to supply Nescafe, Bru coffee and special tea by using good quality of milk at the rates quoted by him.
27. The Contractor shall maintain a register for receipt / issues of stocks for items like rice, wheat, suji and other provisions and the same shall be made available for inspection whenever sought by the management. Further the contractor shall submit periodical statement showing the monthly quantity of major materials purchased and used.
28. The Contractor shall employ such staff, cooks, servers, etc., as are necessary for fully and effectively implementing the obligations and serving the articles in time and without delay by opening such number of counters as decided by the management.
29. The Contractor should employ staff who should be highly disciplined, neatly turned out and polite to the employees of **BHEL-HPVP**. The contractor shall not increase the number of employees during the period of the contract without prior approval of the management. **All Cooks should invariably wear uniform, Gloves & Cap while preparing and serving the food items.**
30. The Contractor should see that his employees do not suffer from any infectious diseases or any diseases in a communicable form and should make arrangements for a medical check-up of the staff by the company's doctor **once in a year** for which nominal charge of **₹ 750/-** (Rupees Seven Hundred Fifty only) per head will be levied and deducted from contractor's bills @ **₹ 3,000/- per month till the end of contract**. The contractor agrees to cover all his employees under the **ESI** Act and to comply with the obligations stipulated there under.
31. The Contractor shall provide proper and decent uniforms with caps and safety shoes and photo badges as approved by the management for the caterers, suppliers, cleaners, etc within a period of **1** month from the date of commencement of contract at his expenses. contractor shall see to it that they are always neatly dressed. In case the contractor fails to provide the approved uniform, safety shoes, photo badges etc., the management reserves the right to provide the same and shall recover the cost for the same from the contractor's bills.

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32. The Contractor is responsible for observance of all labour laws applicable to his workers and also ensures cleanliness of food and the canteen as per various government statutes.
33. The Contractor himself / or his authorized agents shall directly supervise the canteen all the time and he should inform the names of his representatives available in the canteen in his absence.
34. The payment of wage to his staff shall be made during every month by the contractor in the presence of management representatives and obtain his signature to that effect, about the payment of wages to his employees.
35. A true extract of the acquaintance roll shall be submitted to the management by the contractor every month after payment of the wages to his staff, but not later than **10<sup>th</sup>** working day of every month. In case the contractor fails to pay wages to his staff and / or fails to submit the copies of acquaintance roll within the stipulated time, the contractor's bill pending at that time will be withheld and be released only after he produces proof of having complied with the obligation.
36. If due to any strike by the contractor's cooks, servers, etc. the canteen doesn't function or any disturbance to the service, the company shall have the right to get the suppliers from outside at the prevailing rates and deduct the same from the contractor's bills and if such strike extends, for any two days consecutively, the company shall have the right to terminate the contract without any notice.
37. **The Contractor shall maintain reservation coupons for meals in different colors at his own cost for different shifts respectively. Meals have to be served to those employees who present the reservation coupons. The Contractor shall submit every day the original coupons collected by him duly punched along with a consolidated statement.**  
  
Payment will be made on accounting for such coupons in the form of a bill in triplicate to be furnished by the contractor. The management reserves the right to prescribe any procedure for issue of coupons reservation and surrender of coupons from time to time and such procedure shall be binding on the contractor.
38. The Contract period shall be for a period of Two years. The contract can be terminated with **three months** notice in writing by the management in case of deficiencies in providing services. Based on the performance, the contract can be extended for one more year on same terms & conditions.
39. In case of delayed service resulting in the workers reporting late to the departments, a penalty of **500/-** (Rupees Five Hundred only) for each of such lapses shall be imposed and recovered from the contractor's bills. In imposing the penalties, the decision of the management is final.
40. The management or the chairman of canteen managing committee or management authorized representative or welfare staff shall have the right to inspect the quality and quantity of food stuffs prepared in the canteen. For items rejected, no compensation is admissible.
41. If the employees are dis-satisfied with any of the food stuffs prepared in the canteen a committee duly constituted by the management shall examine the preparations in the presence of the contractor or his representative and if the committee is of the opinion that any item of the preparation is not up to the mark, a penalty of **500/-** (Rupees Five Hundred only) shall be imposed. The decision of the committee shall be final.

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42. The Contractor is under obligation to accept the correct coupons from the employees for the items he has served. If the contractor or his employees accept tendering of wrong coupons, the management is at liberty to impose a fine on the contractor with an amount not exceeding **100/-** (Rupees One Hundred only) each time and the wrong coupons tendered will be disallowed.
43. The meals service is strictly intended for **BHEL-HPVP** employees only. However, with specific written permission from management, when any visiting representative like to have their lunch it can be made available for cash / guest coupons, provided there is no inconvenience of accommodation to the company's employees.
44. The Contractor shall maintain at his cost the non-subsidized coupons at the rates quoted by him, for all the food items served at the canteen for the purpose of contract labour and other authorized person connected with the company's work or incidental thereto. Such non-subsidized coupons should be sold by the contractor/ his authorized representative to the aforesaid person as directed by the management from time to time. The Contractor should also submit a statement of the daily sales particulars of his non-subsidized coupons to the officer authorized in this behalf.
45. **No assignment, transfer or sub-contract by the contractor is permissible.** The contractor shall also be not entitled to change the constitution of the concern to partnership concern or to a limited company or in any other manner without obtaining the prior written consent of the company.
46. In the event of lightning strike by the employees of the company if the food stuffs prepared by the contractor cannot be made use of, the contractor will be compensated the actual value of the prepared items, the cost of which shall be as estimated by a representative of the company. If such a strike extends beyond **24** hours the contractor shall not be entitled for any payment for any items prepared by him after the first twenty four hours, however, if the reasons for wastage of food stuffs are attributable solely to defaults of the contractor, no compensation shall be made by the company.
47. In the event of violation of any of the above said provisions other than those where provision for imposing penalty is provided management has the right to impose a fine up to **500/-** (Rupees Five Hundred only) on each occasion on the contractor and the same will be recovered from contractor's bills. In imposing the penalty, the decision of management is final.
48. Industrial canteen being sensitive area, the contractor should exhibit a spirit of co-operation and mature understanding in solving canteen problems whenever they rise with the management and the same co-operation will be extended by the management also.
49. Sambar and Rasam are to be served on alternative days, when sambar is served, rasam need not be Served. The second curry should be mixed with dhal.
50. Fried curry has to be served twice in a week on the days specified by the management.
51. Idly and Upma or Vada or Puri are to be served on alternative days or regularly as directed by the management.
52. The rates quoted above are includes charges for breakfast, lunch, dinner, tea / coffee and snacks etc., during canteen timings as stated in Annexure . V and tea timings as stated in Annexure . VI

**SIGNATURE OF TENDERER WITH SEAL**

**SPECIAL TERMS & CONDITIONS**

1. The rates quoted by the contractor should be fixed & firm for the contract period. There shall be no revision in contract rates during the contract period.
2. BHEL reserves the right to conduct reverse auction or negotiate for price reduction with L1 party and negotiated price will be considered as contract amount for all practical purposes.
3. Withdrawal from contract during contract period in BHEL will entitles forfeiture of Security Deposit.
4. The contractor should abide by the company's Security / safety rules and provide such safety requirements as per statutory rules and requirements of the factories act.
5. **Earnest Money Deposit:**
  - A. EMD is to be paid by the tenderers for securing fulfillment of any obligations in terms of the NIT.
  - B. **Modes of Deposit:** The EMD may be accepted only in the following forms:
    - a) Cash Deposit as permissible under the extant Income Tax Act (before tender opening).
    - b) Electronic Fund Transfer credited in BHEL account (before tender opening).
    - c) Banker's Cheque / Pay Order/ Demand Draft, in favour of BHEL, Visakhapatnam along with offer.
  - C. **Forfeiture of EMD:** EMD by the tenderer will be forfeited as per NIT conditions, if:
    - a) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
    - b) The contractor fails to deposit the required security deposit or commence the work within the period as per LOI/ Contract.
    - c) EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant %Guidelines on Suspension of business dealings with suppliers/ contractors+ and forfeited/ released based on the action as determined under these guidelines.
  - D. EMD given by all unsuccessful tenderers shall be refunded normally within 15 days of award of work.
  - E. EMD shall not carry any interest
  - F. EMD of successful tenderer will be retained as part of Security Deposit
6. **Security deposit:**
  - A. Security deposit means the security provided by the contractor towards fulfillment of any obligations in terms of the provisions of the contract.
  - B. The total amount of the security deposit will be **5% of the contract value**. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security deposit.
  - C. **Modes of Deposit:**

The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:

    - a) Cash (as permissible under the extant Income Tax Act)
    - b) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.

**SPECIAL TERMS & CONDITIONS**

::2::

- c) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the companies act. The bank guarantee format should have the approval of BHEL.
- d) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the companies act (FDR should be in the name of the contractor, a/c BHEL.
- e) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)

(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)

**D. Collection of Security deposit:**

At least 50% of the required security deposit, including the EMD, should be submitted before start of the work. Balance security deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the contractor till the total amount of the required security deposit is collected.

E. Security deposit shall be released to the contractor upon fulfillment of contractual obligations as per the terms of the contract.

F. The security deposit shall not carry any interest.

**7. PAYMENT TERMS:**

Running bills can be submitted for every 15 days. 100% payment will be made after completion of work on pro-rata basis on acceptance and certification of bills by BHEL Officer in charge. Payment will be made within 30 days from the date of submission of bill.

Along with the bill contractors has to furnish copy of the following documents for further processing of bill.

- a) Original Invoice in duplicate
- b) Daily coupons submission report (delivery challan) certified by representatives of BHEL HPVP Canteen administration & Finance dept.
- c) Proof of PF payment with detailed calculation sheet of contributions certified by IR dept.,
- d) Proof of ESI payment with detailed calculation sheet of contributions certified by IR dept
- e) Proof of payment of salaries to workers.
- f) Attendance sheet of workers certified by BHEL.
- g) Service Tax challan along with a certificate from the service provider stating that the service tax collected from BHEL has been remitted to the Govt. of India in time.
- h) RTGS form

**Note:**

- 1) Documents mentioned at Sl. Nos. (c) to (e) applicable for bills submitted at the end of the month.
- 2) If the contractor not registered under the service tax, then a declaration shall be submitted along with offer that they are within the threshold hold limit.

In respect of submission of Final Bill, proof of PF, ESI & Bonus payment to the contract labour for the entire contract period shall be submitted along with **%NO claim certificate+** on a Non judicial stamp paper worth of 100/- may be submitted by the vendor/contractor.

**SPECIAL TERMS & CONDITIONS**

::3::

All payment shall be made to the contractor, shall be through NEFT (National Electronic Fund Transfer) / RTGS (Real Time Gross Settlement) within reasonable time, say a one month (or as mutually agreed), after receipt of the bill along with user agencies acknowledgement.

**8. Service Tax:**

Where ever service tax is liable to be paid by contractor, the contractor shall register himself under the service tax rules and copy of Certificate of Registration shall be furnished along with the offer.

After registration, the payment of service Tax shall be effected by the Contractor to the Central Government monthly / quarterly based on the invoices raised before the due date of payment. The Service Tax Return also shall be submitted to the Government before the due date.

The invoice/bill in original duly signed by the Contractor claiming the payment for Service Tax shall clearly indicate the following.

- a) Continuous serial no. & date of the bill.
- b) Cost of the service.
- c) Separately showing the service Tax amount calculated at the applicable rate.
- d) Separately showing the Cess on Service Tax amount.
- e) PAN based Service Tax Registration No.

The Service Tax claimed in the bill will be paid to the Contractor based on the submission of proof of payment of service tax to the central Government along with the bill.

All terms & conditions of the contract in respect of taxes & duties are subject to new taxation laws introduced time to time by Govt. and terms & conditions will deemed to be modified in accordance with the provisions of New Laws (i.e., GST)

**9. VAT (Value Added Tax):**

Where ever VAT is liable to be paid by contractor, the contractor shall register himself under the commercial tax rules and copy of Certificate of Registration shall be furnished along with the offer.

**10. Income Tax & Work Contract Tax:**

Income Tax & Work Contract Tax shall be deducted at the applicable rate in respect of the service Contract including supply of labour.

Xerox copy of PAN card shall be submitted to Account Dept. along with Original for verification.

TDS certificate will be issued to vendors for each quarter ending as on 30<sup>th</sup> June, 30<sup>th</sup> Sept, 31<sup>st</sup> Dec and 31<sup>st</sup> Mar during the following quarter.

**11. Termination of contract:**

If the company finds that the contractor is not showing adequate progress of work as per schedules given to him or if the company is not satisfied with the quality of work being done or incase of insolvency etc., the company reserves the right to terminate the contract without assigning any reason whatsoever and the decision of the company shall be final. In addition, to the above the company is entitled to claim damage in respect of any loss consequent to the termination of the contract.

**SPECIAL TERMS & CONDITIONS**

:4:

12. MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) **or** valid NSIC certificate **or** EM II certificate along with attested copy of a CA certificate (Format enclosed at **annexure-A** where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefits shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. Documents should be notarized or attested by a Gazetted officer+.

**13. Fraud Prevention Policy :**

The bidder along with its associate/collaborators/sub-contractors/sub-vendors/consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL management about any fraud or suspected fraud as soon as it comes to their notice+.

14. In addition to existing taxes, any new taxes imposed by Central/ State Govt. shall be payable by the contractor and same shall be reimbursed on submission of relevant documents.

In case, any new tax is imposed instead of existing tax, difference of the amount shall be reimbursed/ recovered on submission of documentary evidence.

15. All corrigenda, addenda, amendments, time extensions, clarifications etc. to the tender will be hosted on our our websites <http://www.bhelviz.co.in> & <http://www.bhel.com> only. Bidders should regularly visit website to keep themselves updated

**SIGNATURE OF TENDERER WITH SEAL**

Ref: OPS/OS/SC/2016-17/29/040

Date: 21.10.2016

**GENERAL RULES AND REGULATIONS**

1. The contractor shall pay the wages to his labour according to the wages fixed under the Contract Labour Act and as notified by Regional Labour Commissioner (Central) Hyderabad, Government of India from time to time.
2. The contractor shall pay the wages for the Weekly day of rest and also on Public Holidays being observed by the company.
3. The contractor should cover all his labour under **ESI** scheme to provide Medical Facilities and also Insurance to cover accidental benefits as specified in the relevant acts.
4. Contractor should have individual P.F. codes. In the absence of the individual P.F No. the quotations of the contractor will be rejected. The contractor should cover the workers under Provident Fund Act and make necessary deposits with the PF Commissioner as per statutory regulations.
5. The contractor should pay the amount towards Bonus, Retrenchment Compensation and Encashment of Non-availed Earned Leave to his workmen on completion of the contract and submit proof of such payment along with final bill.
6. The contractor should pay wage in lieu of Non-availed Earned leave benefit to his workmen.
7. The contractor shall provide identity cards to the labour engaged by him, which will be produced by them on demand to officers or other staff of the company. The company's security personnel shall have the right, to check the persons of contractor's employees while coming in and going out of office premises and there shall be no cause or grouse on this account either from the contractor or his employees.
8. The contractor shall be responsible for any loss or damage caused to properties belonging to the company by any of the contractor's employees or staff by theft or otherwise and the contractor shall indemnify to the company the value of such properties on demand in that behalf.
9. The contractor shall be responsible to ensure that his employees follow safety regulations as per statutory regulations and also instructions of the company. The company will have the right to object to any unsafe practice and the contractor will abide by the directions of the company in this regard. The contractor shall provide all necessary safety appliances to his labourers and shall be solely responsible for the same.
10. The contractor shall maintain register of accidents and intimate about the occurrence of any kind of accidents and circumstances leading to the accident to the In-charge (Safety) of the company and Head of the HR department.
11. The contractor shall not employ Sub-Contractor without the prior approval of the company.
12. The contractor shall maintain the following registers in the prescribed manner under the statute and shall ensure availability of up-to-date records near the work place: -
  - a. Muster Roll
  - b. Muster Roll-Cum Wage Register & Leave wages register.
  - c. Register of Over Time
  - d. Register of Fines
  - e. Register of Advances
  - f. Register of Deductions
  - g. To issue Employment Card to the Workmen
  - h. To issue Wage Slip
  - i. In case of termination of employment, the contractor should issue service certificate.
13. The agreement / contract shall remain in force for a period of **two years** unless determined earlier without notice at the option of the company or happening of any of the circumstances mentioned below:



**GENERAL RULES AND REGULATIONS****:: 2 ::**

- (a) If the contractor fails or neglects to render the said services or any of them to the satisfaction of BHEL or if the contractor commits breach of any of the rules and regulations
  - (b) If the business of the contractor is wound up or dissolved or any receiver is appointed or attachment is levied in respect of any of his properties and assets.
14. The contract can be terminated with **Three Months notice** in writing by BHEL without assigning any reason whatsoever.
- 15. Notwithstanding any contrary provision herein contained this contract may be renewed at the option of the company for any further period on the same terms and conditions as herein contained, except the rate mutually agreed on such renewal and on the exercise of such option of the company and contractor shall immediately enter into a renewed agreement with the company in writing.**
16. The right hereunder and / or this contract cannot be assigned or otherwise transferred by the contractor to any person or persons or any corporation whatsoever without the written prior approval of the company.
17. The contractor shall take necessary license in respect of his trade/ business and the contractor shall be personally liable in respect of this contract. The contractor shall hold valid license as per the contract labour (Regulations & Abolition) act for engagement of labour.
18. The contractor shall at his own costs, if required under the statutory obligations, effect necessary insurance in respect of the said staff, materials and other personnel or persons to be employed by the contractor in connection with his rendering of the aforesaid service to the company and shall comply with the provisions of Andhra Pradesh Shops & Establishment Act, contract Labour (regulation & abolition) Act. Payment of wages Act, Minimum Wages Act, ESI Act, Employees Provident Fund (Family Pension Fund) Act. 1972, Bonus Act if applicable to them and shall keep the company indemnified from all Act or omissions, faults, breaches and / or any claims, demands, liabilities, actions, proceedings, cost, charges, loss injuries, and expenses for which the company may be put or involved as a result of the contractor's failure to fulfill any of the obligations herein and / or statutes and / or any bye- laws or rules framed there under or any of them.
- 19. During the contract period, no reimbursements whatsoever will be made to the contractor over and above the rate quoted by the contractor and agreed to by the company.**
20. The contractor shall intimate to the AGM (HR) in writing about the payment days during a month and the wages for the workmen shall be paid in the presence of the representatives of the concerned department and obtain the signature of the department representative in the wages register.
21. The contractor shall be responsible to make payment to the workers on working days at the work site on the date notified in advance. In case of termination of employment due to completion of work, the contractor shall ensure final payment to the concerned workmen within 48 hours of the last working day.
22. No wage period shall exceed one month.
23. The contractor shall exhibit a notice at his work place indicating rate of wages, hours of work, wage period, date of payment of wages, name and address of Inspector having jurisdiction. This notice is required to be exhibited in English and also in local languages.
- 24. Bidders shall confirm their acceptance to all the terms & conditions of the tender enquiry. Any deviations to the tender terms & conditions are not acceptable.**

Ref: OPS/OS/SC/2016-17/29/040

Date: 21.10.2016

**GENERAL RULES AND REGULATIONS**

:: 3 ::

**25. RISK PURCHASE:**

In case the contractor fails to execute the work within the scheduled time due to any reasons, BHEL reserves the right to get the same completed through some other party at the risk & cost of the contractor and any additional expenditure incurred due to the same shall be charged to the contractor.

26. (a) The Contractor shall possess PF and ESI code number. The Contractor shall comply with the provisions of the Factories Act 1948, Contract Labour (regulation and abolition) Act 1970, ESI Act 1948, Workmen's Compensation Act 1923, Employees Provident Fund and Miscellaneous Provisions Act 1952, Minimum Wages Act 1948, Payment of Wages Act 1936, Payment of Bonus Act 1965, payment of Gratuity Act 1972, I.D. Act, Catering Establishment Act, Industrial Establishment, (National & Festival Holidays) Act 1958 and the Rules where under or any other Laws and Rules as may be applicable to the contract workmen from time to time. The contractor shall produce registers and records and comply with other directions issued by the company for company for compliance of the statutory provisions.

Labour Wages, DA etc: applicable as per the Minimum Wages Act, 1948 of Regional Labour Commissioner (Central), Visakhapatnam. The Contractor shall pay minimum wages including PF, ESI etc: to the Unskilled, Semi-Skilled and Skilled Workers as per wages fixed under Central Labour act. Any revision in wages shall also be paid by the Contractor to his Workers from the date from which the revised wages are effective as per Regional Labour Commissioner (Central), Visakhapatnam.

- a) The Contractor shall fully indemnify HPVP, BHEL Unit for any default or non-observance by the Contractor or any of his representatives of any of the provisions of the above mentioned enactments and the rules framed there under. Even though the Contractor shall be solely liable for settlement of any claim made by any persons due to the non-observance by the Contractor of any of the provisions of the enactments cited or otherwise, HPVP, BHEL reserves its rights to settle directly any amounts due by the contractor as mentioned above and to recover such amounts from any of the amounts payable by HPVP, BHEL to the contractor or in the absence of the same as debt due to HPVP, BHEL by the Contractor.

**27. DISPUTE RESOLUTION:**

(a) Any disputes arising out of this contract shall be referred to a sole Arbitrator to be appointed by the Unit Head of BHEL-HPVP and the sole arbitrator so appointed may be an employee of BHEL-HPVP. The arbitration will be governed by the provisions of The Arbitration and Conciliation Act, 1996. Place of arbitration will be at Visakhapatnam only.

(b) All cases, suits, petitions, actions, etc. arising out of this contract shall be filed, instituted, tried and auctioned only in the courts, tribunals, forums, etc. situated in Visakhapatnam only and nowhere else.

**SIGNATURE OF TENDERER WITH SEAL**

**GENERAL TERMS AND CONDITIONS OF RA (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. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit online sealed bid in the Reverse Auction. Non-submission of online sealed bid by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.

Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to REVERSE AUCTION PROCEDURE i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit online sealed bid in the Reverse Auction. Non-submission of online sealed bid by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form (annexure IV) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at Total Cost to BHEL like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.

**GENERAL TERMS AND CONDITIONS OF RA (REVERSE AUCTION)**

**:: 2 ::**

10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL"s standard practice.
12. Bidders shall be required to read the %Terms and Conditions+section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the sBusiness Rules of Reverse Auction", which will be communicated before the Reverse Auction.
13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action *as per extant BHEL guidelines*, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
15. In case BHEL decides to go for reverse auction, the H1 bidder(s) (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.
16. All payments will be released through RTGS/NEFT only. (Refer Annexure-B)

**SIGNATURE OF THE BIDDER WITH STAMP**

## PRESENT CANTEEN TIMINGS

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### MAIN CANTEEN

-AøShift	05.30 AM to 06.00 AM	-	Breakfast, Coffee/ Tea
	11.00 AM to 11.30 AM	-	Lunch
	02.25 PM to 02.45 PM	-	Issue of Milk & 2 Bananas
-GøShift	07.30 AM to 08.00 AM	-	Breakfast, Coffee / Tea
	12.30 PM to 01.00 PM	-	Lunch
-BøShift	5.00 PM	-	Snacks, Coffee / Tea
	07.30 PM to 08.00 PM	-	Dinner,
	10.35 PM to 11.15 PM	-	Issue of Milk & 2 Bananas
-CøShift	12.00 Midnight to 12.10 AM	-	Tea & Snacks
	02.30 AM to 03.00 AM	-	Snacks, Coffee / Tea

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### ADMINISTRATION CANTEEN

-GøShift	07.30 AM to 08.00 AM	-	Breakfast, Coffee / Tea
	12.30 PM to 01.00 PM	-	Lunch

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### EXECUTIVE CANTEEN

-GøShift	12.30 PM to 01.00 PM	-	Lunch
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**SIGNATURE OF THE BIDDER WITH STAMP**

**EXISTING SERVICE POINTS AT VARIOUS PLACES IN THE COMPANY**

SL.No	Place of Service	Service Timings & Items Served
1.	Administration	10.00 AM to 10.30 AM & 03.00 PM to 03.30 PM (Tea and Coffee)
2.	Township Administration	
3.	R & D Building	
4.	Engineering Building	
5.	Stores Receipt Section	
6.	Stores Spare Parts	
7.	S.F. Building	09.00 AM to 09.30 AM & 03.00 PM to 03.30 PM (Tea & Coffee)
8.	Laboratory	
9.	Plant Office	
10.	Human resource Development Centre (HRDC)	10.00 AM to 10.10 AM & 03.00 PM to 03.10 PM (Tea & Coffee)
11.	Steel yard	09.00 AM to 09.30 AM (Tea Only) & 04.50 PM to 05.10 PM (Tea & Hot)
12.	Special Products	
13.	Welding Technology	
14.	Garage	
15.	Transportation	
16.	Building NO.1 & ID	
17.	Building No: 3	
18.	Stores (Half ó Cuts)	
19.	Oxygen Plant	
20.	Security & Fire	

No extra payment will be made for extending service at places daily (including Sundays & Holidays) irrespective of shift timings and number of shifts of the company, number of times of service / number of items, duration of service and quantity served at any given duration of service.  
**The maximum number of serving points will be around 25.**

**SIGNATURE OF THE BIDDER WITH STAMP**

**INGREDIANTS OF SPECIAL TEA & COFFEE**

SL.No	Items	Quantity	Items required for 100 cups	
1. Grams	Coffee	5 Ozs	1. Brooke Bond Coffee Powder	-300 to 400
			2. Sugar	- 1 Kg 300 Grams To 1 Kg 500 Grams
			3. Milk (Good Quality)	-6 Liters to 7 Liters
2.	Tea  (Three Roses or Equivalent branded Quality)	5 Ozs	1. Tea Dust	- 150 to 200 Grams
			2. Sugar	- 1 Kg 300 Grams To 1 Kg 500 Grams
			3. Milk (Good Quality)	- 6 Liters to 7 Liters

**SIGNATURE OF THE BIDDER WITH STAMP**

**LIST OF CANTEEN UTENSILS/EQUIPMENT AVAILABLE AT PRESENT**

<b>S.No.</b>	<b>Name of the item</b>	<b>Available Number</b>
1.	Curd & Sambar Cups	1248
2.	Water Glasses	480
3.	Dining table	75
4.	Tiffin Plates (Round)	40
5.	Tiffin Plates (Square)	324
6.	Meals Plates (Big Size)	167
7.	Meals Plates (Round Size)	417
8.	Tiffin Plates (Round Big Size)	23
9.	Tea Cans 10 Lt.	01
10.	Tea Cans 7.5 Lt.	09
11.	Tea Cans 5 Lt.	09
12.	Tea Cans 3 Lt.	01
13.	Hot Dish (Sambar)	08
14.	Hot Dish (Small Pulka)	02
15.	Hot Dish (Idly)	02
16.	Grinders	04
17.	100 Kg. Vessels	03
18.	50 Kg. Vessels	01
19.	30 Kg. Vessels	18
20.	15 Kg. Vessels	08
21.	10 Kg. Vessels	02
22.	40 Kg. Vessels	06
23.	60 Kg. Vessels	05
24.	05 Kg. Vessels	07
25.	Kalai (Big Size)	02
26.	Kalai (Small Size)	02
27.	Milk Steam	01
28.	Steel Basin (Big)	09
29.	Steel Basin (Small)	17
30.	Kurupi	05
31.	Idly Boxes	03
32.	Jugs	08
33.	Cans (Curry)	08
34.	Curd Trays	36
35.	Hot Jally	02
36.	Rice Jally	06
37.	Alu Grinders	01
38.	Executive meals Plates	79
39.	Executive Dining tables (Steel)	06
40.	Executive Dining tables (Wood)	10
41.	Curry Supply	01
<b>ADM CANTEEN</b>		
1.	Dinning table	29
2.	Jugs	02
3.	Water Glass	104
4.	Meals Plates (Big Size)	119
5.	Meals Plates (Round)	103
6.	Curd trays	03
7.	Tiffin Plates (Round)	13
8.	Tiffin Plates (Square)	185
9.	Basin (Small)	02
10.	Curd Cups	05

SIGNATURE OF THE BIDDER WITH STAMP



**Ref: OPS/OS/SC/2016-17/29/040**

**Date: 21.10.2016**

Sub: Running of Modern Industrial Canteen in premises of BHEL-HPVP, Visakhapatnam for a period of two years.

**ACCEPTANCE TO TENDER TERMS & CONDITIONS**

I / We hereby confirm that the Tender documents, all annexures etc. have been studied in detail and we have fully understood the scope of work.

I / We accept to all the Terms and Conditions of the Tender Enquiry and the prices quoted are in accordance with the same.

I / We accept to offer valid for a period of **3 months** from the last date for tender submission.

I / We give our acceptance to participate in Reverse Auction in case BHEL decides to go for reverse auction for this tender.

**Tender documents duly signed on all the pages by the Owner / authorized representative of the bidder are attached herewith.**

**SIGNATURE OF THE BIDDER WITH STAMP**

**Ref: OPS/OS/SC/2016-17/29/040**

**Date: 21.10.2016**

Sub: Running of Modern Industrial Canteen in premises of BHEL-HPVP, Visakhapatnam for a period of two years.

**DECLARATION**

( To be submitted with part-1 Bid)

I/We hereby declare that I/We have not been banned or de-listed by any PSU / Government Department / Finance Institute / Court and no case is pending with the police / Court against our firm / partner or the Company

Signature

(Name & Address of the Bidder with Official seal)

Place :

Date :

**SIGNATURE OF THE BIDDER WITH STAMP**

**CONTRACTOR INFORMATION**

Sl.No.	Particulars	To be Filled by Bidder
01.	Name of the Contractor	
02.	Nature of Firm / Concern (Proprietor/Partnership/Pvt. Limited/Public Ltd.) Note: In case of partnership concern, please enclose photo copies of the partnership deed	
03.	Full address	
04.	Name of the Proprietor/Partner	
05.	Name of the Person(s) and designation authorized for signing the contract/dealing with BHEL	
06.	Telephone No. of the firm	
07.	Fax No.	
08.	Mobile No.	
09.	E-mail ID	
09.	Organizational structure with name and designation	

**CHECK LIST**

Sl. No.	Particulars	Document Enclosed (Yes / No)	Document No
01.	Name of the Contractor		
02.	Tender Document Signed & Stamped		
03.	Earnest Money Deposit (EMD) @ 9,20,260/-		
04.	Service Tax Registration Certificate		
05.	PAN Number		
06.	Income Tax Returns for last 3 years		
07.	Profit & Loss account and Balance Sheet certified by the Practicing Chartered Accountant for the last 3 years		
08.	Work orders & Job Completion Certificates in similar works as mentioned in eligibility criteria.		
09.	MSE Registration Documents, if applicable  EM II certificate having deemed validity (5 years from date of issue of acknowledgement in EM II) <b>or</b>  valid NSIC certificate <b>or</b>  EM II certificate along with attested copy of a CA certificate (Format enclosed at <b>annexure-A</b> where deemed validity of EM II certificate of five years has expired)		

**Certificate by Chartered Accountant on letter head**

This is to certify that M/S \_\_\_\_\_ .  
 (hereinafter referred to as company) having its registered office at \_\_\_\_\_  
 \_\_\_\_\_ is registered under MSMED Act 2006,  
 (Entrepreneur Memorandum No (part-II) \_\_\_\_\_ .  
 \_\_\_\_\_ dated  
 \_\_\_\_\_ ., Category: \_\_\_\_\_ . (Micro/small). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per  
 the latest audited financial year \_\_\_\_\_ . as per MSMED Act 2006 is as follows:

1. **For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost  
 excluding land and building and the items specified by the Ministry of small scale industries  
 vide its notification No.S.O.1722(E) dated October 5, 2006:

\_\_\_\_\_ ..Lakhs

2. **For Service Enterprises:** Investment in equipment (original cost excluding land and building  
 and Furniture, fittings and other items not directly related to the service rendered or as may  
 be notified under the MSMED Act, 2006:

\_\_\_\_\_ Lakhs

**(Strike off whichever is not applicable)**

The above investment of \_\_\_\_\_ Lakhs is within permissible limit of  
 \_\_\_\_\_ .Lakhs for \_\_\_\_\_ Micro/  
 Small (strike off which is not applicable) Category under MSMED Act 2006.

Or

The company has been graduated from its original category (Micro/ Small) (Strike off which is  
 not applicable) and the date of graduation of such enterprise from its original category is  
 \_\_\_\_\_ .. (dd/mm/yyyy) Which is within the period of 3 year from the date of graduation  
 of such enterprise from its original category as notified vide S.O. No. 3322(E) dated  
 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name -

Membership number .

Seal of Chartered Accountant

**ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS / NEFT TRANSFER**

01	NAME & ADDRESS OF THE SUPPLIER / SUBCONTRACTOR	
02	VENDOR CODE ASSIGNED BY BHEL, HPVP LTD	

**DETAILS OF BANK ACCOUNT**

03	NAME & ADDRESS OF THE BANK	
04	NAME OF THE BRANCH	
05	BRANCH CODE	
06	MICR CODE	
07	ACCOUNT NUMBER	
08	TYPE OF ACCOUNT	
09	BENEFICIARY'S NAME	
10	IFSC CODE OF THE BRANCH	
11	EMAIL ID	
12	TELEPHONE / MOBILE NUMBER	

**CERTIFICATE**

I / We here by agree to receive the payments due from M/s Bharat Heavy Electricals Ltd., by the National Electronic Fund Transfer / or RTGS Transfer mode by credit to my / our above mentioned Bank account. I / We also agree that payments made to the above mentioned account are a valid discharge of the liability of M/s Bharat Heavy Electricals Ltd. I / We also agree to bear the applicable Bank charges for the above mode of transfer. A copy of the cheque leaf/ cancelled cheque leaf of the above account is sent herewith.

(Authorized Signatories with name & seal)

**BANKER**

We confirm that we are enabled for receiving RTGS and NEFT credits and we further confirm that the account number of \_\_\_\_\_ (name of account holder), the signature of authorized signatory and the MICR and IFSC codes of our branch mentioned above are correct.

Place:  
Date:

Bank Manager / Officer  
Signature with Bank stamp  
and name seal

**FORWARDED TO ACCOUNTS DEPARTMENT / CASH SECTION**

We confirm the above details are verified with the records available with us

Signature of BHEL Official with name & seal  
Operating the contract / Services

# **PART . II**

**(PRICE BID)**

Ref: OPS/OS/SC/2016-17/29/040

Date: 21.10.2016

**Sub:** Running of Modern Industrial Canteen in premises of BHEL-HPVP, Visakhapatnam for a period of two years.

Tender Enquiry No.: OPS/OS/SC/2016-17/29/xxx, Dated: xx.xx.2016

### **SCHEDULE OF QUNTITIES & RATES (SOQR)**

Sl. No	Item	Description	Tentative Quantity for 2 years (a)	Unit Rate In (b)	Amount In (a) x (b)
1	EXECUTIVE MEALS	One meal with following menu: a. Rice (Cooked) - 300 grams b. Vegetable Curries - 80 grams each (Two varieties) c. Sambar / Rasam - 170 ml (6 ozs approx.). d. Papad / Banana(Yellow) - One e. Chutney / Pickle - 2 Spoons f. Curd - 140ml (5 ozs approx.). g. Phulka of wheat flour - 2 Nos h. Special Curry - 80 grams	45,456	35.31	16,05,051.36
2	MEALS	One meal with following menu: a. Rice (Cooked) - 450 grams b. Vegetable Curries - 80 grams each (Two varieties) c. Sambar / Rasam - 170 ml (6 ozs approx.). d. Papad / Banana(Yellow) - One e. Chutney / Pickle - 2 Spoons f. Curd - 140ml (5 ozs approx.).	6,21,984	32.46	2,01,89,600.64
3	CURD BATH	Curd Bath One Plate - 225 grams (Mixed with curd with pickle 2 spoons)	82,128	10.27	8,43,454.56
4	PURI / PAKODA / MIXTURE / BISCUITS	a. Puri - 2 Nos - 60 grams (each 30 grams) Patato Curry - 75 grams b. Pakodi with Onions - 55 to 60 grams c. Mixture - 55 to 60 grams d. Biscuits - 6 Nos. (Britannia Marie Biscuits)  Note: Only one item from (a) to (d) shall be supplied against quoted rate. Rate shall be same for total group from (a) to (d)	1,00,176	9.11	9,12,603.36



Sl. No	Item	Description	Tentative Quantity for 2 years (a)	Unit Rate In (b)	Amount In (a) x (b)
5	TEA / COFFEE / IDLY / VADA / UPMA / EXTRA RICE	a. Tea (Three Roses) / Coffee (Bru / Nescafe) - 140 ml. (Equivalent to 5 ozs approx.) b. Idli - 2 Nos.. 120 grams (each 60 grams) With Chutney Sambar . 60 grams c. Vada - 2 Nos.. 120 grams (each 60 grams) With Chutney Sambar . 60 grams d. Upma - 90 grams With Chutney . 60 grams e. Extra Cooked Rice . 100 grams  Note: Only one item from (a) to (e) shall be supplied against quoted rate. Rate shall be same for total group from (a) to (e)	23,77,896	7.83	1,86,18,925.68
6	Half Litre of Dairy milk in packet with sugar and 2 bananas (green minimum 90 grams each)		79,392	35.95	28,54,142.40
7	Bru / Nescafe (Special coffee) 140 ml (Equivalent to 5 ozs approx.)		13,800	7.87	1,08,606.00
8	Special Tea 140 ml (Equivalent to 5 ozs approx.)		1,12,200	7.85	8,80,770.00
	<b>Total amount in</b>				<b>4,60,13,154.00</b>
	<b>Discount / Escalation offered by Bidder on above total amount in %</b>				
	<b>Total Offered amount after Discount / Escalation offered by Bidder in</b>				
	<b>Add. VAT --- % x Prevailing Rate =</b>				
	<b>Add. Service Tax --- % x Prevailing Rate =</b>				
	<b>Total amount including taxes in</b>				

**Total amount including taxes in Words:**

**Note:**

- 1) The prices shall remain fixed and firm for an entire period of contract & No additional payment shall be made to contractor over and above the quoted price.
- 2) L1 shall be evaluated based on quoted total amount. However, BHEL reserves the right to go for Reverse Auction / negotiate with L1 vendor.
- 3) The quantities mentioned above are indicative for finalizing the Tender. However, the actual quantity may vary. Payment will be made for actual quantity only.
- 4) If prevailing rate of taxes is quoted wrongly by mistake, then actual prevailing rate as per act will be considered for evaluation.
- 5) Tenderer should quote the unit rates and the amounts in figures. In case of any mismatch between the quoted unit rates and amounts, the quoted unit rates shall be considered as final. It may be noted that corrections, overwriting etc. are not allowed. If there is a discrepancy between amount in figures & words, the amount in words shall prevail unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail. If there is a error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and total shall be corrected accordingly.
- 6) Offered discount / escalation will be considered for calculation of unit rate & total amount for each item.

**SIGNATURE OF THE BIDDER WITH STAMP**