



**Bharat Heavy Electricals Limited**  
CORPORATE HR-GAX DEPARTMENT  
BHEL House Asiad, New Delhi

***Tender No.:AA:GAX:11:TCS-102***

***Date: 1<sup>st</sup> February, 2011***

***Due Date of Submission of Offers: 28<sup>th</sup> February, 2011 by 1400 hrs.***

**Subject: Job contract work for Tea / Coffee Pantry Services, preparation and distribution of the same at employees' seats, conference halls, official meeting places, washing / cleaning services and all allied activities at BHEL House, Asiad for a period of one year**

BHEL intends to award the job contract to organize various activities related to **Preparation of Tea/Coffee Pantry Services**, through a Two-Part Bid, for a period of one year from the date of its commencement, involving the following scope of work:

<b><u>Scope of work</u></b>	
1	Collection of all related raw material for preparation of Tea / Coffee and for other related services from Store or from any other specified location within the Building, daily to the Pantries.
2	Preparation and serving Tea / Coffee for all the officials at BHEL House and their guests / visitors in Asiad twice a day (10.00 AM and 3.00 PM) at the seats. In addition to this serving of Tea / Coffee and other related jobs for serving of Tea / Coffee for meeting / conferences at various places in the <b>BHEL House, Asiad.</b>
3	Cleaning of all the mugs/crockery/utensils used for making tea/coffee, being provided by BHEL.
4	Comprehensive cleaning of all 10 pantries and disposal of wastage from them at the designated place on daily basis.
5	Collecting back of all the tea mugs from all the designated floors to pantry and washing of the same, twice a day or as per requirement.

Interested bidders may please go through the entire document carefully to understand all the terms and conditions and then quote accordingly. The bidders shall sign each page of the Tender as a proof of understanding each and every Terms and Conditions.

**Part-I : Techo-Commercial - Terms & Conditions**

Bidders shall give acceptance of the Terms & Conditions enclosed with this enquiry (**Annexure-A**) and as token of their acceptance sign these terms and conditions and attach with Part-1 bid. The bidders are also required to attach documents as per **Annexure-B, C (un-priced bid), D, E, F & G** with the Part-I Bid. The EMD will be put up in a separate sealed cover super-scribing on the top of the envelope "EMD".

**Part-II : Price Bid**

The bidders are required to submit the price bid in the format attached at **Annexure-C**. In case, the price bid is submitted in any other format than that of BHEL, the bid is liable to be rejected. The price bid will be sealed in a separate cover.



The Techno-Commercial and Price Bid shall be submitted in separate sealed covers, super-scribing on the top of the envelopes "Part-I: Techno-Commercial – Terms & Conditions" and "Part-II: Price Bid" respectively and these two covers shall then be sealed in a bigger cover and submitted by the due date and time.

**The bids may be submitted on or before 28<sup>th</sup> February, 2011 by 1400 hrs** at the following address. The Part-I bids shall be opened on the same day at 15.00 hrs. The Price Bid of such of the parties whose Techno-Commercial offers are acceptable shall be opened later. The date of opening of Price Bid shall be intimated separately.

P.K. Teckchandani  
Manager (HR-GAX)  
Bharat Heavy Electricals Ltd.  
Corporate Office, BHEL House  
Asian Games Village Complex  
Siri Fort, New Delhi 110 049  
Phone: Landline: 66337404; Mobile:9818648624



## INSTRUCTIONS FOR SUBMISSION OF BIDS

Your bids have to be submitted in as follows:

- (a) Acceptance of Terms & Conditions. As a token of acceptance, the bidders are advised to stamp and sign each and every page of the Tender document placed at **Annexure – A**.
  
- (b) Documents and information required for ascertaining the qualification of the bidder as per **Annexure – B (Pre Qualification Requirement)**
  
- (c) Un-priced Bids written "Q" in Technical Bids as per **Annexure - C**
  
- (d) Check List as per **Annexure – D**
  
- (e) Declaration Statement as per **Annexure – E**
  
- (f) Firm Details as per **Annexure – F**
  
- (g) Deviation, if any, as per **Annexure – G**

**Note:**

Bidders to ensure that their bids are complete in all respects.

The offer is to be placed in a single sealed envelope, duly super scribed with:

1. **"Bids for job contract for Tea/Coffee Pantry services"**
  
2. Due date and time of submission of bids.
  
3. Name and address of the Firm.
  
4. BHEL address as given in the covering letter.



**Annexure – A**

**PART-I : TECHNO-COMMERCIAL - TERMS & CONDITIONS**

<b><u>General Terms &amp; Conditions</u></b>	
1.	Only those bidders who fulfill the Pre-Qualification Requirement (PQR) Criteria are eligible to quote for this work. In case of any discrepancy being found at a later stage regarding the PQR of the bidder, it may result in rejection of the bid/cancellation of the contract.
2	Infrastructure / facilities like (i) Pantry space (ii) Tea Mugs (ii) Pantry equipments (iii) fuel piped natural gas (IGL gas) (v) water (vi) electricity, <b>will be provided by BHEL to the contractor, at NO COST.</b> Proper receipt of all the equipments / utensils will have be obtained from BHEL by the contractor, at the time of commencement of job contract.
3	It will be responsibility of the Vendor to make proper arrangement of <b>Sufficient Manpower</b> for preparation/serving Tea/Coffee, cleaning and all other related activities, with the complete knowledge & experience of this work to maintain efficiency of standards as desired by BHEL. Tea/Coffee should be served on all the employees' seat twice a day or for additional requirements, if any.
4	All the persons deputed for above work, will be required to wear neat and clean uniform to be provided by the contractor during the entire Tea Pantry operation. All the aspects for hygienic services will have to be assured by the contractor in the course of running of Tea Pantries and allied services by the contractor including collecting and washing of used tea mugs/utensils and daily disposal of the in the pantry.  <b><i>In case any person deputed in the pantries by the contractor is found in unhygienic condition the same would be asked to leave the premises on that day and penalty of Rs.300/- would be levied for that day against that person.</i></b>
5	All the manpower engaged by the contractor shall be his own employees and they will not claim any privileges from BHEL.
6	Normally, Tea/Coffee to be served to the employees on their seats twice a day, (i.e. 10.00 AM and 3.00 PM); however, on specific demands from employees, Tea/Coffee should be served in addition at no extra cost.
7	All liabilities of contractors' employees arising under various statutes like Workmen Compensation Act, Payment of Bonus Act, Payment of Wages Act, Employees Provident Fund Act, Employees State Insurance Act, Gratuity Act and all other contract regulations applicable to them now or that may be introduced by Govt. Delhi administration or Municipal Authorities subsequent to the contract, will have to be settled by the contractor and BHEL shall assume no responsibility whatsoever in this regard.
8	The contractor shall be directly responsible for the administration of his employees as regards general discipline and courteous behavior. In case of misbehavior by his employees the contractor would be required to remove such person with immediate effect.
9	The contractor shall be responsible for ensuring that all his employees are free from communicable diseases in addition to general fitness. A medical Certificate regarding the same from approved Registered Medical Practitioner may be obtained. BHEL reserves the right to test check the medical Certificate anytime during the course of the contract.
10	In case of any absence of employees of the contractor, they shall be replaced by the contractor immediately to maintain satisfactory level of service at all times.
11	<b>The contract shall be awarded for a period of one year</b> , but the same will be reviewed on a quarterly basis. In case the services are not found to be satisfactory, the contract is liable to be terminated with due notice period. The notice period will one



	month from either side.
12	<b>The raw material for tea pantries, cleaning and washing etc; will be issued to Contractor at <u>No Cost</u>, in advance by BHEL</b> , after submission of proper form available from BHEL Canteen Store. The fixed quantity of raw material will be issued on the basis of norms decided by BHEL.
13	The contractor shall not sublet or assign or use the space provided for running the Tea Pantry for purposes other than for running the canteen and shall not allow anybody or reside in the premises and shall not use the same or part of it for stocking or keeping the articles other than those needed for use in the Tea Pantry nor shall be made or permit to be made any structural additions and alterations to the specified area without prior written sanction of the management.
14	BHEL reserves the right to inspect the tea/coffee prepared in respect of quality and hygiene. In case of any discrepancy, it may result in cancellation/termination of the contract, apart from Penalty/LD.
15	In case of contamination of any kind while preparing Tea/Coffee, the contractor shall be held fully responsible and he shall bear all the loss caused due to the same and BHEL shall assume no responsibility whatsoever.
16	No raw material or any other item, including Tea / Coffee/ Milk/ Sugar / Crockery material shall be carried out of BHEL premises by the deployed manpower of the contractor. In case, any one is caught, it may result in termination of the contract.
17	The contractor shall vacate the premises peacefully after expiry of the contract period and / or earlier, on termination of the contract and shall hand over the same to the authorized officer of BHEL along with all the equipments as may have been provided from time to time by BHEL.
18	The job awarded to you can't be split sublet to any other party.
19	The Tea / Coffee will be prepared and served on all working days in BHEL House.
20	Payment will be made after the services, on monthly basis.
21	Contractor will submit the bill monthly by the 10 <sup>th</sup> of next month which will be paid in two weeks after submission of the same.
22	Rate quoted for the services will remain <b>firm</b> for a period of one year and extendable to further one year on mutual consent basis.
23	<b>Price Bids</b> The bidders should strictly quote in the prescribed Price Performa given by BHEL at Annexure – “C” In case, the price bid is submitted in any other format than that of BHEL, the bid is liable to be rejected.
24	The rates quoted shall be inclusive of all taxes and duties, as applicable, but exclusive of Service Tax, which shall be reimbursed to the contractor on submission of documentary evidence of payment of the same.
25	The rates quoted by the bidders should be valid for a period of 3 months from the date of opening of Part – I bids.
26	There will be no increase of amount for entire job contract work, what so ever be the reason.
27	<b><u>Earnest Money Deposit (EMD) HEADING</u></b> The bidders should submit <b>EMD of Rs. 60,000</b> in the form of <b>DD/Pay Order</b> payable <b>in favour of BHEL</b> .  EMD should be submitted only in the manner specified here i.e., DD/Pay Order. In case, EMD not submitted or submitted in any other manner, than specified in the tender, the bid is liable to be rejected. EMD shall not carry any interest. EMD given by all the unsuccessful tenderers shall be refunded after award of work. EMD submitted by the Tenderer will be forfeited, if:



	<p>i) After opening the tender, the tenderer revokes his tender within the validity period or increases his earlier quoted rates, or if</p> <p>ii) The tenderer does not commence the work within the period as per LOI/Contract. In case the LOI/Contract is silent in this regard then within 15 days after award of contract.</p>									
28.	<p><b><u>Security deposit</u></b></p> <p>Consequent upon acceptance of tender the successful bidder must deposit the security before commencement of work. The rate of security deposit will be as below:</p> <table border="1"> <tr> <td>i.</td> <td>Work up to Rs. 10 lacs</td> <td>10%</td> </tr> <tr> <td>ii.</td> <td>Work above Rs. 10 lacs up to Rs. 50 lacs</td> <td>Rs. 1 lacs + 7.5% of the amount exceeding Rs. 10 lacs</td> </tr> <tr> <td>iii.</td> <td>Work above Rs. 50 lacs</td> <td>Rs. 4 lacs + 5% of the amount exceeding Rs. 50 lacs</td> </tr> </table> <p>The security deposit may be deposited in any one of the following:</p> <p>i. Cash</p> <p>ii. DD in favour of BHEL</p> <p>iii. Local cheque of Scheduled Bank</p> <p>iv. Securities available in PO such as (securities should be held in the name of Caterer furnishing the securities and duly pledged in favor of BHEL and discharged on the back.</p> <p>v. Bank Guarantee from Scheduled Bank</p> <p>vi. FDR receipt issued by Scheduled Bank</p> <p>vii. Pay order.</p>	i.	Work up to Rs. 10 lacs	10%	ii.	Work above Rs. 10 lacs up to Rs. 50 lacs	Rs. 1 lacs + 7.5% of the amount exceeding Rs. 10 lacs	iii.	Work above Rs. 50 lacs	Rs. 4 lacs + 5% of the amount exceeding Rs. 50 lacs
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ii.	Work above Rs. 10 lacs up to Rs. 50 lacs	Rs. 1 lacs + 7.5% of the amount exceeding Rs. 10 lacs								
iii.	Work above Rs. 50 lacs	Rs. 4 lacs + 5% of the amount exceeding Rs. 50 lacs								
29	Failure to deposit the security deposit within the stipulated time, may lead to cancellation of the award of work.									
30	<p><b><u>Evaluation Criteria</u></b></p> <p>The Techno Commercial qualified offers shall be evaluated on the basis of <b>overall lowest rates</b> i.e., L1 (lowest rates) quoted by the bidder as per <b>SI. NO. B</b> of the price format.</p>									
31	Arithmetical Error: If there is a discrepancy or calculation error between the Amount per Month and Per Year, the Per Month Amount shall prevail/evaluated and the Total Amount shall be corrected actually. If there is an error in the Amounts in Figures and Words, the amount filled in Figure shall prevail/evaluated. If any bidder, does not accept the correction of errors, their bids will be disqualified.									
32.	The contract can be terminated by the either party, with a prior notice of 30 days.									
33	All Annexures of the Tender should be Signed and Stamped.									
34	BHEL reserves the right to terminate the contract without assigning any reason whatsoever.									
35	BHEL also reserves the right to reject all or any of the bids, without specifying any reason for the same.									
36.	<p><b><u>Penalty</u></b></p> <p>The penalty will be imposed if the performance achieved is below expected Quality/Standards due to Cleanliness of Cups and Hygiene of Tea/Coffee etc. The decision of BHEL work in-charge on the question of penalty-Delay and Quality will be final and binding.</p> <p>i. Penalty - Quality } 10% of the monthly billing</p> <p>ii. Penalty - Delay } of the vendor on each occurrence</p>									



	In case of delay, apart from LD, BHEL may arrange the tea/coffee at contractor's risk and cost. In case, the delay exceeds more than 5 times, it may also result in termination of the contract.
37.	<b>The Technical Bids (Part – I) will be opened on 28<sup>th</sup> February, 2011 at 1500 hrs, in presence of the bidders who may choose to be present.</b>
	The Price Bids (Part – II) will be opened at a later date, only of the Techno-Commercially qualified parties. The date and time of Opening of Price Bids shall be intimated to the bidders separately.



**Annexure – B**

**PRE-QUALIFICATION REQUIREMENT (PQR)**

<b>Pre-Qualification Requirement</b>	<b>Documents Evidence to be submitted in support of PQR</b>
1. The bidder should have at least <b>30 employees</b> on his roll at the time of bidding for the aforesaid services.	List of employees on rolls (Age: Adults Upto 35 Years.)
2. The list of employees should include at least 1 Supervisor, who should be at least ITI qualified/ equivalent qualification in Catering Services.	No. of Supervisors with requisite Qualification.
3. The bidder should be in the business of providing catering services i.e., preparation of tea/coffee, distribution of the same cleaning of utensils etc, provided in the Scope of Work or similar nature of work or a minimum period of 5 years as on 31.12.2010	Certificate of Incorporation of the bidder.
4. Copy of Registration for EPF, ESI, Gratuity and Service Tax.	Registration Certificates
5. The bidder should have a clientele of big and reputed PSUs / Pvt. Companies / Business Houses.	List of Clients
6. The bidder's Average Annual Financial Turnover from catering Services i.e., preparation, distribution of the same at individual's seat, cleaning of utensils etc, provided in the Scope of Work (job contract involving supplying of labour also) or similar nature of work (should not be involved in supply of packed lunch) during the last three Financial Years, duly audited by a Chartered Accountant should not be less than <b>Rs. 6 lakhs</b> .	(a) Copy of Audited Balance Sheet & Profit & Loss A/C duly signed by authorized partner, for the last 3 years i.e., for 2007-08, 2008-09, 2009-10. (b) Copy of Income Tax Return of last 3 years i.e., for 2007-8, 2008-09, 2009-10
7. The bidder's experience of running <b>catering services</b> (job contract involving supply of labour also) during the past 5 years ending 31/12/2010.	Copy of latest Work Orders as follows along with satisfactory performance certificate from clients to be furnished: a) 3 Work Orders not costing less than 8 Lakhs. Or b) 2 Work Orders not costing less than 10 Lakhs Or c) 1 Work Order not costing less than 16 Lakhs

The bidder should visit the place of work before submission of the offer for any clarification regarding presentation tea and coffee along with hygiene desired by BHEL etc. No clarification shall be entertained at a later stage and in case any clarification is sought at a later stage, it may lead to rejection of bid or termination of the contract.



**TENDER NO. & DATE: AA:GAX:11:TCS:102**  
**Dated 1<sup>st</sup> February, 2011**

**Annexure – C**

**PART-II : PRICE BID FORMAT**

<b>SN</b>	<b>Description</b>	<b>Amount per month</b>	<b>Amount</b>
A.	Serving of Tea / Coffee and its all related activities in BHEL House for approx 2200 cups on an average per day.	<u>(Rs. in Figure)</u>	<u>(Rupees in Words)</u>
<b>B.</b>	<b>Total for One Year</b>  <b><u>(Amount per month x 12)</u></b>	<u>(Rs. in Figure)</u>	<u>(Rupees in Words)</u>
C.	Service Tax (%) to be quoted Separately		

1. Service tax part will not be included for evaluating the Price-Bids. Hence, Service Tax may be indicated separately.
2. Payment shall be made on monthly basis on submission of bills by the contractor. The contractor shall submit the bills up to 10th of following month and the same shall be paid within two weeks after submission of the bills.
3. The bidders should quote strictly as per prescribed Price Format given above. In case, Price Bid is submitted in any other format than that as prescribed by BHEL, the bid is liable to be rejected.
4. However, BHEL shall be under no obligation to accept the lowest or any other tender and shall be entitled to accept or reject any tender in part or full without assigning any reason whatsoever.

**(Signature of vendor with seal)**



**Annexure – D**

**CHECKLIST**

<b>Sl. No.</b>	<b>Description/Item</b>	<b>Enclosed</b>
1.	List of employees on the roll of the contractor.	<b>Yes/No</b>
2.	List of Supervisors with required Qualification.	<b>Yes/No</b>
3.	Certificate of Incorporation of the bidder	<b>Yes/No</b>
4.	List of Clients. (as per clause 4 of annexure-B)	<b>Yes/No</b>
5.	Copy of Latest Job Order from clients.	<b>Yes/No</b>
6.	Copy of satisfactory performance/completion of services from these clients.	<b>Yes/No</b>
7.	Copy of Registration for ESI/EPF/Gratuity/Service Tax	<b>Yes/No</b>
8.	Copy of Audited Balance Sheet & Profit & Loss A/C of the last three years along with Income Tax Return.	<b>Yes/No</b>
9.	Acceptance of Terms & Conditions as per Annexure – A duly Stamped and signed.	<b>Yes/No</b>
10.	Declaration Certificate as per Annexure -E.	<b>Yes/No</b>
11.	Firm Details as per Annexure – F	<b>Yes/No</b>
12.	No Deviation Certificate as per Annexure – G	<b>Yes/No</b>



**Annexure – E**

**DECLARATION CERTIFICATE**

I / We, do hereby declare that there is no case with the Police / Court / Regulatory authorities against the proprietor / firm / partner. Also I / We have not been suspended / delisted / blacklisted by any other Govt. Ministry / Department / Public Sector Undertaking / Autonomous Body / Financial institution / Court. We also certify that either our firm or any of the partners are not involved in any scam or disciplinary proceedings settled or pending adjudication.

**(Signature & Seal of the firm)**



**Annexure – F**

**FIRM DETAILS**

Name of the Firm	
Address	
Name of the authorized Partner	
Telephone Nos.	
Fax Number	
Mobile Nos.	
E-mail Address	
Date of Establishment	
Web Site Address (if any)	

**(Signature & Seal of the Firm)**



**Annexure – G**

**NO DEVIATION CERTIFICATE**

Notwithstanding anything mentioned in our EOI, we hereby accept all the terms and conditions of this EOI and we do not have any deviation to this EOI. We hereby undertake and confirm that we have understood the scope of work properly and shall carry out the work as mentioned in this EOI.

**(Signature & Seal of the Firm)**

