

## **Notice Inviting Tender**

M/s

Dear Sir

### **Sub: Tender Enquiry for Canteen Services in BHEL, EMRP, Mumbai**

BHEL, EMRP invites competitive Offers for providing canteen services for Breakfast, Lunch, Evening snacks, Tea / Coffee for 108 employees to be cooked and supplied in our factory premises for a period of one year as per the following terms and conditions:

#### **Scope of Work:**

1. Supply of Break Fast, Lunch, Tea/ Coffee as per menu at Annexure 'A', for 108 persons with provision for supplying additional 30%. Payment will be made for actual consumption only as per coupons issued to employees from HR department. Supply of Evening Snacks, Guest Tea/ Coffee as per requirement.

#### **Terms & Conditions**

2. Caterer shall prepare food in BHEL canteen kitchen and serve the same in the Dining Halls, as per menu at Annexure – 'A' at specified timings mentioned in Annexure – 'B'.
3. Caterer will have to make his own arrangement for cooking. BHEL will provide kitchen space only, any other equipment required for cooking like utensils, boilers, stove, cooking fuel, etc. will have to be arranged by caterers on their own.
4. Food shall be served hot ; caterer has to make necessary arrangements for keeping the food warm. If required electricity shall be provided for using mixer/ grinder and food warmers only, cooking by electrical appliances is not allowed. Water required for cooking and cleaning shall be provided by BHEL.

5. Caterer will have to make arrangements to maintain the kitchen and dining areas in clean and hygienic condition.
6. Sufficient number of staff shall be engaged by contractor to prepare and serve the food in the dining halls. Contractor shall engage separate staff for cleaning & serving the food.
7. The major food items i.e. rice, wheat, Oil & pulses has to be purchased under supervision of designated officials of the company. The procurement of the same shall be from reputed shops like Apna Bazar or Sahakar Bhandar.
8. Crockery and cutlery like break-fast plates, lunch plates, spoons, glasses, curry bowls, etc require for serving the food shall be provided by BHEL to contractor for use during the contract period, the same shall be deposited back on expiry of contract. Any loss in crockery & cutlery will be recovered from contractor.
9. Services as mentioned in the scope of work will be organized in consultation with the authorities of the company.

### **Statutory obligations of Caterer**

10. The service boys and supervisor deputed by contractor to our office shall be engaged on the rolls of contractor. They shall be issued a proper letter of appointment. Their names must appear in the muster rolls of contractors. BHEL will have privity of contract with contractor only.
11. Contractor shall comply/ follow all the Labour Laws, like Minimum Wages Act. Payment of wages Act, P.F. Act, ESI Act, Child Labour (prohibition and regulation) Act Etc., as applicable. The contractor also will have to comply with other laws like MVAT and Central Service Tax Act.
12. The contractor has to submit yearly PF Statement and copy of ESIC card as proof of complying with the PF & ESI act respectively. He will also have to submit money deposit Challans of PF, ESI & M-VAT to contract administration department in BHEL along with their monthly bill. BHEL shall in no case, be held responsible for any non-compliance on the above by contractor. Contractor also will have to show proof of remittance of taxes along with monthly claims of previous month /Quarter as

applicable, otherwise BHEL reserves the right to pay VAT etc directly to Tax department.

13. The personnel deployed by contractor for services in BHEL shall be fit and free from diseases like TB, HIV, Communicable diseases, skin infections, etc. Contractor shall submit to BHEL, a medical certificate in respect of all persons to be deputed in BHEL. Date of issue of such medical certificate shall not be prior to date of award of contract. This shall be periodical and certificate is to be submitted every six months. During the period of the contract of any of your employees come in contract with contagious diseases like TB, Measles, chicken pox etc., as defined by medical council of India, they shall be immediately substituted with another person. Any loss on this account will be to the cost of the contractor.
14. Persons deployed by contractor in BHEL, should wear clean uniform to be provided by contractor. Cooks should wear cap while cooking and serving, serving boys should wear gloves while serving food.
15. The caterer shall be responsible for and pay for the expenses for providing medical treatment to their workmen who may suffer bodily injuries/ loss of life during the course of their work, while carrying their contractual obligations as a result of any accident within the company premise. Any loss to company property arising out of accidents occurring due to contractors or his employees negligence shall be recovered from contractor.
16. The Caterer should not sub contract the services. In case it is found that the services are further sub-contracted then the contract will be immediately terminated.

**GUIDELINES FOR SUBMISSION OF BIDS:**

17. Offers are to be strictly submitted in three bid system “Techno commercial Bid, Price Bid & EMD” in separate envelopes.

Envelope 1 – Techno Commercial bid

Envelope 2 - Price bid

Envelope 3 - EMD

18. All the desired information mentioned in Techno Commercial Bid and Price Bid should be furnished.

19. The Price Bid should be submitted in a separate envelope and earmarked on top as 'Price Bid' and it should be sealed.
20. The Techno Commercial Bid should be submitted in a separate envelope and earmarked on the top as "Techno commercial Bid" and it should be sealed. Price is **not** to be indicated in techno commercial bid

### **Qualification Criteria**

- a) Caterers should have a minimum turnover of Rs. 35 lakhs per annum during last 3 years for qualifying Techno-commercially.

Caterer should have experience of serving Industrial Canteen having employee strength of minimum 150 for minimum 3 year. Party has to submit documents specifying their experience in the field of canteen/ catering business on their company letter pad and submit following support documents.

- List of contracts handled with copy of Work Orders.
  - Number of years of experience in catering/ canteen business.
  - Number of persons Employed.
- c) Earnest Money Deposit (EMD) for Rs. 60,000/- in form of DD/ Pay order favoring BHEL payable at Mumbai.
  - d) Copy of PAN/TAN No. of the firm
  - e) IT returns/ Notorised Balance sheet of the firm for last three years, MVAT returns, Service Tax returns or both
  - f) Copy of PF and ESI Registration certificates issued by respective agencies.
  - g) Copy of service tax/ Maharashtra Value Added Tax registration
  - h) Contractor must have current ratio of 2 and the same will be verified from Balance Sheet.
  - i) Solvency Certificate from Bank

21. All the Bids Techno–commercial, EMD and Price bids are to be kept in a larger envelope and super scribed on top as “Tender for Canteen Services 2011”, with tender ref. no. and due date and to be submitted on or before due date.
22. **Bid Evaluation criteria:** Contract shall be awarded to the bidder, whose techno-commercial bid qualifies in pre-qualification criteria and offers the lowest prices for items quoted in price bid. For the purpose of evaluation Guest Tea/ Coffee and Evening snacks will be taken as 20 nos. each per day.

#### OTHER GENERAL CONDITIONS

23. The company reserves its right to accept/ reject any offer fully or partly without assigning any reason, if required.
24. In case of award of contract to the successful contractor the EMD can be adjusted against the amount to be deposited by the contractor as security deposit.
25. Offers received incomplete or without EMD shall stand disqualified automatically and other bids shall not be opened.
26. EMD by the tenderer will be forfeited as per tender documents if:
  - i) After opening the tender, the tenderer revokes his tender within the validity period or increases his earlier quoted rates.
  - 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 within 15 days after award of contract.

#### **Security Deposit**

26. Successful bidder shall deposit a sum equivalent to 10% of contract value upto 10 lakhs, as security deposits. For Contract Value of above Rs.10 lakhs to Rs.50 lakhs SD shall be 1 lakh + 7.5 % of the amount exceeding Rs. 10 lakhs. Security deposit may be furnished in any one of the following forms:
  - i) Pay Order, demand draft in favour of BHEL.
  - ii) Securities available from Post Office such as National Savings Certificate, Kissan Vikas Patras etc. (Certificate should be held in the name of Contractor furnishing

- the security and duly pledged in favour of BHEL and discharged on the back).
- iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The bank guarantee format should have the approval of BHEL.
  - iv) Fixed deposit receipt issued by scheduled banks/ Public Financial Institutions as defined in the companies Act. The FDR should be in the name of the contractor, A/c BHEL duly discharged on the bank.
  - v) Security deposit can also be recovered at the rate of 10% from the running bills. However, in such cases at least 50% of the security deposit will be collected before start of work and the balance 50% will be recovered from the running bills.
  - vi) EMD of the successful tendered shall be converted and adjusted against the security deposit.
  - ix) The security deposit shall not carry any interest.
  - x) Security deposit amount will be refunded after the satisfactory completion of the contract.

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

## **Payment**

- 27. The bills shall be put up at the end of every month along with documents as per sl. No. 12 of statutory obligations of caterer for which payment will be made by ECS within 30 days from the date of receipt of your bills after it is duly certified jointly by the administrative department and one if the nominated canteen committee members for the satisfactory service for that month.
- 28. The Tax deduction at Source, as applicable, shall be deducted from the monthly bill payment. Relevant certificate shall be handed over to the contractor at the end of relevant financial year.
- 29. The rates offered shall remain firm during the period of contract.
- 30. For Canteen Contract in Maharashtra applicable MVAT and service tax shall be as applicable. Any revision in taxes will be to BHEL account.

## **Termination of Contract**

### 31. Termination of contract on certain specific events:

The company shall further be entitled to terminate the contract forthwith upon or at any time after happening of any of the following events, namely;

- a) Insolvency of the party
- b) The dissolution of the partnership firm or the death of any partner adjudication as insolvent of any partner or all of them or
- c) The liquidation, whether voluntary or otherwise or the passing of an effective resolution or winding up, if you are a company or a corporate society.
- d) If any attachment, is levied and continue to be levied for a period of 7 days upon your effects or any individual partner for the time being, of your firm or any member of your co operative society.
- e) If any partner of your firm or any member of your co operative society shall be convicted of any criminal offence.
- f) If you, either by yourself or by your servants commit or suffer to be committed any act which in this opinion of the company whose decision in that behalf, shall be final is prejudicial to the interest or good name of the company, then company reserves its right to cancel the contract and the decision so conveyed by the said authority need not site or give reasons for such decisions.

## **Penalty**

### 32. Liquidated damages/ penalty: a liquidated damage/ penalty per day may be imposed on the contractor, for not carrying out the assigned services as per contract.

Liquidated Damages/ Penalty will be levied as bellow:

- a) If delay is more than one hour the company has the right to make alternate arrangements and deduct differential amount from the bills of the contractor. The food (thali) will be arranged from a reputed nearby Hotel or any equivalent restaurant.
- b) In addition on such days the company reserves the rights to carry out the jobs by any other agency at the risks and cost of the caterers. In the events of

liquidated damages exceeding 10% of the contract value, the company reserves the right to cancel the contract. In such a event no damages or compensation will be payable to the contracting agency.

- c) In case of any quality default in the supply of food items BHEL reserves the right after giving three notices in writing to deduct minimum 1% of daily billing and maximum of 10% of monthly billing.
  - d) The successful tenderer shall execute an indemnity bond, indemnifying the company of all liabilities due to the contracting agency.
33. The contractor will execute an agreement with the company as per terms and conditions stipulated by the company for carrying out the contractual obligations in a non-judicial stamp paper of appropriate value to be signed by the caterer within 15 days from the receipt of the work order/ letter of intent. (Annexure – D)

### **Jurisdiction**

34. Jurisdiction: All questions, disputes or difference arising under/ out of or in connection with the agreement shall be subject to the executive jurisdiction of the court of Mumbai, India.
35. Arbitration: If at any time, any questions, disputes or differences whatsoever arising out of or in any way concerning the contract between the company and the contractor excepted as to any matter, the decision for which is specially provided for, the same shall be referred to a sole arbitrator nominated by the company reserves the right to nominate one of its officer as sole arbitrator. The award of the arbitrator will be final and binding on the contractor.
36. The company reserves the right to terminate the contract at any time without assigning any reason thereof by giving notice of their intention to do so in writing to the contractor who shall not be entitled to any compensation by reason of such termination.
37. Interested parties are advice to visit our premises, fully understand scope of work and operational details of canteen to avoid any doubts at a later stage.
38. Bids will opened in front of the tenderer who wish to be present on the due date.

40. The contract will be for a period of one year, BHEL reserves right to extend the contract by one more year on same rates, terms and conditions.

### **Schedule of Tender Dates**

	<b>Activity</b>	<b>Date</b>
<b>1</b>	<b>Issue of Tender</b>	<b>05.01.11</b>
<b>2</b>	<b>Pre bid meeting</b>	<b>17.01.11</b>
<b>3</b>	<b>Last date for Submission of Offers</b>	<b>28.01.11</b>
<b>4</b>	<b>Opening of Techno Commercial bids</b>	<b>28.01.11</b>
<b>5</b>	<b>Opening of Price Bids</b>	<b>To be decided later</b>

**Tender Enquiry No: BHEL/EMRP/HR/CANTEEN/10 Dated: 04/01/2011**

**Tender Due Date/ last date for submission of offers: 28/01/2011 upto 14.00 Hrs**

**Tender opening date: 28/01/2011 at 14.30 Hrs**

For any clarifications please contact

Shri Jagdish Bharwani – 28358704

Shri Chandra Shekhar Gupta - 28358706

Thanking you,

Yours faithfully,

For Bharat Heavy Electricals Limited,

**(Chandra Shekhar Gupta)**

Sr. Executive (HR)

**TECHNO COMMERCIAL BID**  
**Annexure-A**  
**MENU**

**Details of the food items to be supplied:-**

Timings	Items	Price/ per Unit	
<b>Breakfast</b>	<b>Snacks</b>	1	Puneri Misal with Pav Onion & Lime, Batata Wada(2) with Pav(2), Masala Dosa with Sambhar & Chutney, Mendu wada with Sambar & chutney, Samosa with chutney & sauce, Poori Bhaji, Onion Uttapa with Sambhar Chutney Idli with Sambhar & Chutney (Any one and none of the them will be repeated in the same week) (Any item 150 gms. minimum weight.)
		2	Tea / coffee (150ml )
<b>Morning</b>	<b>Tea/ coffee (150ml)</b>		
<b>Lunch</b>	<b>Lunch</b>	1	Chapati - 3 Nos (each Minimum 25 gms. made of Atta of Aashirwad or Pillsbury brand only )
		2	Rice (minimum of 150 gms), Pulav on thursday Rice should be of good quality I.e. Kolam
		3	Dal : Tur
		4	<b>Curries:</b> <b>Dry Vegetable:</b> Parvar, Lauki, Aloo-methi, Methi Mutter, Palak, Simla Mirch, Chauli, Mixed Vegetable, Brinjal, Ladyfinger, Cabbage, Cauliflower, French-beans, Bittergroud, (Any One minimum of 100 gms.) <b>Curry Vegetable:</b> Chole, Rajama, Mutter Paneer, Aloo-mutter, Gobi-masala, Veg-Kurma (Any one minimum of 100 gms.) [Note: (No vegetable will be repeated in the same week)]
		5	Curd (Packed 125 ml) Amul, Warana or any Standard brand
		6	One Banana
		7	Lizzat Papad, Pickle, Onion
			Oil should be of standard brand like Suffola, Dhara, Maruti, Sunflower (ITC make)
<b>Afternoon</b>	<b>Tea/ Coffee(150 ml)</b>		
<b>Evening Snacks</b>	<b>Onion Bhajji, Samosa, Poha, Upma, Tomato Omlette,Veg cutlet with Tea/Coffee</b>		

### Day wise Menu (Tentative)

Day	Morning	Afternoon	Evening
Monday	Vada Pav with Usal & Chutney	Chappati, Dal, Rice, methi mutter, chole(Kala Chana), Papad, Dahi, 1 Banana	Kanda Bhajiya
Tuesday	Uttappa with sambhar & Chutney	Chappati, Dal, Rice, Bhindi, aloo mutter, Papad, Dahi, 1 Banana	Veg Sandwich
Wednesday	Misal Pav	Chappati, Dal, Rice, karela, mutter paneer Papad, Dahi, 1 Banana	Veg Cutlet
Thursday	Kanda Poha	Chappati, Dal, Veg Pulao, methi mutter, Chana masala, Papad, Dahi, 1 Banana	Tomato Omlette
Friday	Samosa with chutney	Chappati, Dal, Rice, Palak Paneer, Rajma, Papad, Dahi, 1 Banana	Upma
Saturday	Medu Vada with Sambhar & Chutney	Chappati, Dal, Rice, Cauli Flower, Veg Mix, Papad, Dahi, 1 Banana	Kanda Poha

## Annexure - B

### Timings for Supply of food:

<b>Sr. No</b>	<b>Timing</b>	<b>Item</b>	<b>Quantity</b>
1	7.45 a.m. to 8.30 a.m.	Break-fast, Tea/ Coffee	As per menu
2	10.30 a.m. to 10.45 a.m.	Tea/ Coffee	One cup - serving at work place
3	12.00 p.m. to 1.00 p.m.	Lunch	As per menu
4	2.30 p.m. to 3.00 p.m.	Tea/ Coffee	One cup - serving at work place
5	9.00 a.m. to 6.00 p.m.	Tea/ Coffee	To be given for official guests on request

**PRICE BID**

**Annexure - 'C'**

**Proforma for price bid :-**

<b>SL No.</b>	<b>Description</b>	<b>Rate Rs.</b>
1	Break fast with Tea/ Coffee as per menu in Annexure 'C'	
2	Tea / Coffee at 10.30a.m.	
3	Lunch as per menu in Annexure 'A'	
4	Tea / Coffee at 2.30 p.m.	
5	Snacks with Tea / Coffee (Optional quantity) as per menu in Annexure 'A'	
6	Coffee (per cup) for Official guests	
7	Tea (per cup) for Official guests	

Signature of the contractor

Details of applicable taxes:

- 1.
- 2.
- 3.

Signature of the Contractor

## **Annexure - D**

**DRAFT OF THE AGREEMENT  
TO BE JOINTLY SIGNED BY BHEL AND THE CONTRACTOR  
FOR RUNNING CATERING AT BHEL CAMPUS, ANDHERI  
(To be signed on Stamp Paper of Rs.100/-  
to be purchased by the Contractor)  
AGREEMENT**

This Agreement made this day the \_\_\_\_\_ between the Bharat Heavy Electricals Limited(BHEL), Electrical Machines Repair Plant(EMRP), Plot D-1, Cross Road 'C', Road No. 16, MIDC, Andheri (E) Mumbai 400093 (hereinafter called the Company) of one part and Shri/Mrs. / Ms \_\_\_\_\_ of M/s \_\_\_\_\_ of the other part (hereinafter called the caterer) and where as the Company needs a caterer to run Canteen/ hostel mess for supply of tea, coffee, snacks, high-tea, break-fast and lunch . mentioned in the Tender Document invited by the Company to the employees of the Company. Where as it is thought desirable to grant a Contract (not being a lease) to the caterer to prepare and serve the aforesaid items to the Company's employee in the canteen, office complex.The terms and conditions mentioned hereinafter ,it is hereby confirmed as having been agreed to between the respective parties as under:

1. That the Caterer has been granted the contract to run Canteen and hostel mess in the premises of the Bharat Heavy Electricals Limited (BHEL), Electrical Machines Repair Plant (EMRP), Plot D-1, Cross Road 'C', Road No. 16, MIDC, Andheri (E) Mumbai 400093 initially for a period of one year w.e.f.1<sup>st</sup> \_\_\_\_\_ 2011 on the terms & conditions contained in the Tender Document, Company's Letter of Award of the Contract and this agreement read together. If during this period, the performance is found satisfactory, the contract may be renewed for further specified period on the existing or mutually agreed to terms & conditions.
2. That the items served by the caterer shall be wholesome and hygienic prepared in the clean atmosphere. The General Manager of the Company and/or his authorized nominees may at any time enter the kitchen area allotted to the caterer for the purpose of this contract and take away samples of raw materials, semi-prepared or fully prepared eatable items free of cost for the purpose of inspection, trial or analysis, and the decision of the authorities of the Company with regard to the desirability or quality of the food articles offered for consumption shall be final. if any item of the menu /provision of food is found defective or not fit for use/consumption, the Institute's authorities may (i)issue warning; and/or (ii)get the said raw material/items destroyed and ask the caterer to purchase fresh stocks, without any payment of compensation to the contractor for the discarded material/items. If, however, this problem recurs in spite of warning having been issued, the company reserves the right to impose financial penalty as decided by the Company's authorities or the contract may be cancelled without giving any notice.

3. That the caterer shall not make any additions in the alterations in the premises allotted to him for providing Catering services.
4. That the caterer has agreed to keep the premises and its surrounding area neat, clean and tidy at all times and according to the Health/Hygienic conditions bye-laws of the Municipal Corporation of Mumbai or any other government /statutory body. In the event of violation of any of the aforesaid bye-laws in and around the canteen and hostel mess kitchen/cooking area or dining hall, the caterer shall be responsible for any penalty/fine imposed by the concerned authorities.
5. That in the event of Health Department of State Government of Maharashtra or any other government/statutory body authorities taking samples of raw material used by the caterer and those samples are not found fit/up to the mark for human consumption, the caterer shall be fully responsible for any fine/penalty imposed or legal recourse taken by such authorities.
6. That the caterer has agreed to provide sufficient number of cooks, waiters and other support staff in the kitchen and dining hall and shall take all reasonable precautions to ensure that these workers attire themselves properly while on duty and are civil, polite, sober and honest in their dealings with the Institute's staff, students, visitors and guests. He shall also employ only those workers whose antecedents have been verified by the police and are medically fit in all respects.
7. That any employee deployed by the caterer in the premises becomes liable for suspension or dismissal by the Institute due to his actions, disobedience or misconduct, the caterer shall accept the decision of the Company as final and abide by such decision. In such an event, the Company shall not in any way be liable for any claim made by the concerned employee of the caterer for wages or damages and the caterer shall keep the Institute's authorities indemnified.
8. The Company will have the right to review the working of this contract from time to time and if at any time it is found that the caterer has failed to fulfill any of the conditions of this contract or that his working is unsatisfactory, the institute may terminate the contract after giving the caterer three-month notice, but no such notice will be necessary if the contract is terminated on the ground of service of any undesirable commodity.
9. That the caterer will not transfer or assign any part of his interest under this contract and that this contract shall also be liable to be terminated by the death or insolvency of the caterer before the expiry of the period of this contract.
10. That it is agreed between the parties that no interest whatsoever in the premises has been assigned by the Company to the contractor and the possession of the

premises will always that of the Company, even when the premises are in use or occupation of the caterer.

11. The Company shall provide to the caterer necessary equipments, furniture & fixtures, as per attached Annexure and he shall maintain them in good condition. He shall be responsible for their maintenance.
12. The caterer shall provide all other implements for running the canteen like crockery, cutlery, table linen, flower posts, livery or the catering staff and these shall be of good quality and standard.
13. The caterer shall be required to procure gas refills in sufficient quantity for cooking purposes at his cost. The cooking equipments shall be provided in working condition by the institute. However, subsequently operational expenses will be borne by the caterer himself. The caterer shall be responsible for any loss/theft of the gas cylinders and other equipment provided to him by the Company.
14. The caterer shall also be responsible for the upkeep of equipments provided by the Company. In case of any damage to the furniture and equipments(list attached) by any person, he will immediately inform in writing the concerned authorities of the Company for recovery of such losses/damages from the defaulters, failing which the caterer shall himself be liable to pay the cost as decided by the Institute.
15. All the equipments, furniture/ fixtures of the canteen kitchen/dining hall shall be given to contractor in good working condition. These will be used carefully & cautiously by his employees. The repairs will have to be got done by the contractor at his own cost.
16. That the caterer shall maintain a Suggestion Book for recording suggestions for improvement of canteen/mess services. Such suggestions, as approved by the Institute's authorities, shall be forthwith acted upon. The suggestion book shall be kept open for inspection by the Institute's authorities.

In witness whereof the parties have put their hands to this agreement on the day aforesaid.

Signed and delivered by:

- 1.
- 2.

Countersigned:  
Authorized Signatory, BHEL,EMRP