

## **Notice Inviting Tender**

M/s

Dear Sir

### **Sub: Tender Enquiry for Supply of Canteen Food**

Your most competitive Offers are invited for providing canteen services for Breakfast, Lunch, Evening snacks ,Tea / Coffee for approximately 130 persons to be cooked and supplied in our factory premises for a period of one year from 1<sup>st</sup> December 10 to 30<sup>th</sup> November 11 as per the following terms and conditions:

#### **SCOPE OF WORK:**

1. Supply of Break Fast, Tea/ Coffee, Lunch, Tea/ Coffee two times (Morning 10.30 am & 2.30 pm would be for 130 persons as per menu at Annexure 'A', with provision for supplying additional 10%. Supply of Evening Snacks, Guest Tea/ Coffee will be optional as per requirement.
2. Caterer may prepare food in BHEL canteen kitchen or may prepare the same in his own kitchen outside BHEL and serve the same in the Dining Halls, as per menu at Annexure – 'A' at specified timings mentioned in Annexure – 'B'. Morning 10.30 am & afternoon 2.30 pm Tea/ Coffee shall be served at work place, i.e. office areas and shop floor.
3. In case the caterer opts for preparing food in BHEL Canteen he will have to make 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 whether it is prepared in BHEL Canteen or provided from outside; contractor 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 his own arrangements to maintain the kitchen and dining areas in clean and hygienic condition.

6. If the caterer decides to prepare and provide food utilizing the Kitchen in BHEL he has to deploy Sufficient number of staff i.e. 2 No. of Cooks & 4 No. of serving staff to serve the food in the dining halls. Contractor shall engage separate staff for cleaning.
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 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.
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.
14. Persons deployed by contractor in BHEL, should wear clean uniform Blue Pant & Shirt 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.

PROCEDURE FOR SUBMISSION OF BIDS:

17. Offers are to be strictly submitted in two bid system “Techno commercial Bid and Price Bid” in separate envelopes. Techno Commercial bid should contain a separate envelope marked 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.
  - a) License for running for the canteen/ catering business issued by any **Government Agency**.
  - b) Caterers should have a minimum turnover of Rs. 50 lakhs per annum during last 3 years for qualifying Techno–commercially.
  - c)Caterer should have experience of serving Industrial Canteen having employee strength of minimum 100 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.
  - d) Earnest Money Deposit (EMD) for Rs.60,000/- in form of DD/ Pay order favoring BHEL payable at Mumbai.
  - e) Copy of PAN/TAN No. of the firm

- f) IT returns/ Notorised Balance sheet of the firm for last three years, MVAT returns, Service Tax returns
  - g) Copy of PF and ESI Registration certificates issued by respective agencies.
  - h) Copy of service tax/ Maharashtra Value Added Tax registration
  - i) Contractor must have working capital of atleast Rs. 10 lakhs and the same will be verified from Balance Sheet.
  - j) Solvency Certificate from Bank
21. Both the Bides, Techno–commercial and Price bids are to be kept in a larger envelope and super scribed on top as “Tender for Canteen Services 2010”, with tender ref. no. and due date and to be submit 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.
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 % contract value 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.

- 27. The bills shall be put up at the end of every month for which cheque payment will be Released within 15 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.
- 31. Notwithstanding anything to the contrary herein contained, the company reserves the right to terminate this contract and forfeit the security deposit forthwith upon or at a time a breach or default of any of the terms and conditions or stipulations contained herein is committed by contractor and or by contractor's workmen deployed in the company's premises.
- 32. 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.
  - g) During the period of the contract of any of your employees come in contract with contagious diseases like TB, Measles, chicken pox etc., as defined by medical council of India, they shall be immediately substituted with another person. Any loss on this account will be to the cost of the contractor.
33. 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 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.
34. 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.

35. 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.
36. 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.
37. 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.
38. 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.
39. 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.

**Tender Enquiry No: BHEL/EMRP/HR/CANTEEN/10 Dated: 23/10/2010**

**Tender Due Date/ last date for submission of offers: 16/11/2010 upto 16.00 Hrs**

**Tender opening date: 17/11/2010 at 14.30 Hrs**

For any clarifications please contact

Shri Chandra Shekhar Gupta – 28358706  
Shri R K Mishra - 28358719

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 sihore, lokvan wheat or 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, Chauhi, 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, Methi-mutter, 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 Dhara, Maruti, Sunflower (ITC make)
<b>Afternoon</b>	<b>Tea/ Coffee(150 ml)</b>		

## TECHNO COMMERCIAL BID

### 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