

Project Engineering  
Management

**BHARAT HEAVY ELECTRICALS LTD.**  
(A Govt. Of India Undertaking)  
**PURCHASE ENQUIRY**



REF:	PE-LPE/421
REF. DATE	09/09/2019
DUE DATE	23/09/2019

To,

Open Tender

Dear Madam/Sir,

**Subject: Rate Contract for Canteen Services to BHEL offices within HRDI & ESI Complex, Plot No. 25, Sector 16A, Noida & BHEL offices located at Kribhco Bhawan at Sector-1, Noida for one year and further extendable on mutual consent**

Quotations are invited in two parts in sealed cover with Enquiry no., Enquiry date, Quotation due date & Time, Name/ Address of the Organisation submitting the offer legibly super- scribed on it, for the above- mentioned work/service so as to reach the undersigned before 02:00 P.M. on or before the above mentioned due date.

**BID SUBMISSION:** in two parts: Part 1: Techno-Commercial Bid; Part 2: Price Bid, for details please refer Clause no 1 of Commercial Terms & Conditions.

**SCOPE:**

For Scope of Work/Service, refer Technical specifications enclosed with NIT.

**PAYMENT TERMS & SUBMISSION OF INVOICE:** As per Clause no. 9 of Commercial Terms & Conditions (Annexure-I).

**DELIVERY PERIOD:** Bidder must be ready to provide the services of Canteen, within 10 Days or as confirmed by BHEL from the date of LOI/Award of Work.

**PENALTY CLAUSE:** As per Clause no. 10 of Commercial Terms & Conditions (Annexure-I).

**EARNEST MONEY DEPOSIT (EMD):** Rs 2,95,000/- (Rupees two lakh ninety-five thousand) as per clause no 13 of Commercial Terms & Condition (Annexure-I).

**VALIDITY OF RATES:** The bid shall remain valid for a period of 90 days from the date of opening of offers. No revision of prices shall be entertained after bids have been opened. After awarding the work, Prices shall remain firm without any variation till completion of contract.

**SECURITY DEPOSIT:** Security Deposit shall be collected from the successful bidder. The rate of Security shall be 5% of total contract value. For details refer Clause no 14 of Commercial Terms & Conditions (Annexure-I).

**Enclosure:**

- Enquiry Letter
- Price Format (Annexure-VII)
- Technical Specification,
- Commercial Terms & Conditions and General Terms & Conditions (Annexure-I to VI),
- Financial PQR (Annexure-VIII), Technical PQR (Annexure-IX)

Thanking You,

Yours faithfully,

For and on behalf of BHEL

नरेश चन्द्र शर्मा / N.C. Sharma  
Garish Chandra Sharma  
उप प्रबंध (पी. एम. एन.) / Dy. Manager / CMM  
भारत भारी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Limited  
कारखाना क्षेत्र-परियोजना अभियंत्रण विभाग  
Power Sector-Project Engineering Management  
प्लॉट नं. 25, सेक्टर 16 ए, नोएडा -201301  
Plot No. 25, Sec. 16 A, Noida - 201301

Please reply to: ncsharma@bhel.in Phone:01204213591  
Power Project Engineering Institute  
HRD & ESI Complex, Plot No 25, Sector 16 A Fax No:0120 4329026  
Noida

Regd. Office:  
BHEL House  
Siri Fort, New  
Delhi

<b>COMMERCIAL TERMS AND CONDITIONS</b>
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**1. BID SUBMISSION**

Bids shall be submitted latest by **23/09/2019; 02:00 P.M.** on or before the due date in two parts as follows:

**PART-1: TECHNO-COMMERCIAL BID**

This part shall contain the following:

- a) Technical Specification & other scope of work
- b) Commercial terms and conditions, General terms and conditions
- c) Unpriced copy of the price bid with all amounts/figures/ percentages wherever quoted in the price bid being replaced with the word 'Quoted' or 'Q'.
- d) Supporting document/ information to be submitted against each point of 'PQR' and Documents to be enclosed as per NIT.

This part shall be submitted in duplicate in two separate Sealed Covers with bidder's distinctive Seal super scribed with correct Enquiry No., Item of supply, due date of opening and '**part-1: techno-commercial bid**'.

Complete tender in all respects duly signed & stamped on each and every page by the authorized signatory of the bidder as a token of acceptance of all the terms and conditions of tender.

**PART -2: PRICE BID**

This part shall contain Prices only and should not contain any technical details and/or Commercial Terms & Conditions. Any technical details and/or Commercial Terms & Conditions, if found in this part shall be ignored as the same are supposed to be contained in PART-I only as indicated above.

This part shall be submitted in a separate Sealed Cover with bidder's distinctive Seal super scribed with correct Enquiry No., Item of supply, due date of opening and '**part -2: price bid**'.

Tenders and all correspondence thereof, shall be addressed to the undersigned by name & designation and sent at the following address:

**Kind Attn: Sh N C Sharma / Dy. Mgr. (CMM) & Sh I P Singh/ DGM (CMM)**  
**Tender Room,**  
**M/s Bharat Heavy Electricals Ltd.,**  
**Project Engineering Management,**  
**Power Project Engineering Institute,**  
**HRD & ESI Complex,**  
**Plot No 25, Sector-16 A, Noida-201301 (U.P.)**  
**Mob. No- 9911170053, 9873711252 Phone no. 0120-4213591, 4368648**

**2. BID OPENING**

PART- I (Techno-Commercial Bids) will be opened at **03:00 P.M.** on the due date **23/09/2019** in the presence of bidders who may like to be present. Date and time of opening of Part - II (Price Bids) shall be communicated separately.



3. The bid shall remain valid for a period of 90 days from the date of opening of offers. No revision of prices shall be entertained after bids have been opened. Bidder shall not be entitled during this period to revoke or vary the content of bid or any terms thereof. In case of any unsolicited variation subsequent to bid opening, the bid shall be treated as "Rejected".
4. No revision of prices shall be entertained after bids have been opened.
5. Prices shall remain firm without any variation till completion of contract.
6. Illustrative leaflets giving technical details of items offered should be enclosed, wherever necessary.
7. BHEL shall be under no obligation to accept the lowest or any other bid and shall have the right to accept or reject any bid in part or in full without assigning any reason whatsoever.
8. Late tenders will be rejected.
9. **PAYMENT TERMS:**  
Payment of Lunch/Tea served will be on actual consumption basis in line with cl. No. 3.10 of technical specification on submission of GST compliant invoice accompanied by proofs towards payment of PF, ESI, and Wages to its workers in the previous month of billed period. GST shall be reimbursed against submission of GST Invoice and copy of challan as per applicable rules and regulations.

BHEL shall make payment on monthly basis against invoice raised by the caterer and duly verified by BHEL HR-Admin representative. While the bill of the first month shall be paid after submission of bills for the month, the payment from second month onwards shall be made subject to production of documentary evidence of having made all statutory payments such as PF, ESI, Bonus, etc., for the previous month. Also, no interest shall be paid due to delay in making the payment.

Payment will be made by BHEL only through e-payment mode subject to submission of desired documents.

Note: It will be the responsibility of caterer to comply with all the rules and regulations of GST. Liability on BHEL due to any non-compliance of provisions of GST by the caterer, shall be recovered from caterer running bill/BG.

**Details of your bank account (NEFT details along with cancelled cheque) for the same shall be submitted by you.**

#### 10. PENALTY CLAUSE:

The deductions as penalty shall be made for following exceptions. Such exceptions will be conveyed to the caterer by BHEL:

- i) Penalty of Rs. 1000/- (Rupees One thousand only) per instance will be imposed if utensils/crockery are not properly cleaned & proper hygiene is not maintained.
- ii) Penalty of Rs. 500/- (Rupees Five hundred only) per instance per worker will be imposed if the worker does not maintain basic personal hygienic conditions (clothes) in spite of written/verbal instructions by HR representative.
- iii) If the caterer fails to deliver the Quality or Quantity as mentioned in Annexure A & B, BHEL shall without prejudice to other remedies under the contract deduct penalty @ 10% of billing value (incl. GST) of that day per instance.

The deduction on account of penalties shall be made upon recommendation of BHEL canteen committee regarding above exceptions. All the deductions shall be made from running bills or BG/Security deposit.



Page 2 of 11  
**(Signature and seal of the bidder)**

11. **RISK PURCHASE:** Purchaser will have the option to terminate the contract and purchase from elsewhere at the risk and cost of the Vendor, either the whole or part of the goods which the Vendor has failed to deliver or despatch within the stipulated delivery period or if the same were not available, the best and the nearest available substitute thereof. The Vendor would be liable to compensate the Purchaser for any loss which the Purchaser may sustain by reason of such risk purchase, in addition to Liquidated Damages (Penalty Clause) at the rate mentioned above.

In case bidder fails to provide services within the stipulated time of 10 days or as confirmed by BHEL to start the work, BHEL will procure the services at the risk & cost of caterer for the default period. The risk & cost amount for the delayed period will be recovered from his running bills. This is in addition to penalty clause at cl. No. 10.

**Risk and Cost against Balance Work:**

Risk & Cost Amount= [(A-B) + (A x H/100)]

Where,

A= Value of Balance scope of Work/ Supply (\*) as per rates of new contract

B= Value of Balance scope of Work/ Supply (\*) as per rates of old contract being paid to the contractor/ supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

H = Overhead Factor to be taken as 5

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

12. **PRICE DISCREPENCY:**

- a) If, in the price structure quoted for the required goods/services/works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price the quantity), the unit price shall prevail and the total price will be corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price., in which case the total price as quoted shall govern and the unit price will be corrected accordingly.
- b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in the words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
- d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
- e) Taxes and duties if not specified clearly as extra shall be considered as included in the basis price and, therefore, shall not be reimbursed separately.

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

**EMD of Rs 2,95,000/- (Rupees two lakh ninety-five thousand).**

**The EMD may be accepted only in the following forms:**

- i. Electronic Fund Transfer credited in BHEL account (before tender opening):

**Bank details are as under:**

BANK NAME	BANK ACCOUNT NO	IFSC	BANK ADDRESS
HDFC Bank	00030350015809	HDFC0000003	FIRST FLOOR, KAILASH BUILDING 26 K G MARG NEW DELHI 110001

- ii. Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer in a separate envelope)

**No interest shall be payable by BHEL on EMD amount.**

The EMD shall be forfeited in case of:

- i) 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.
- ii) The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.
- iii) 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.
- iv) If operations of the contract are not commenced from the date indicated in the award of contract.

**14. PERFORMANCE SECURITY DEPOSIT:**

Security Deposit shall be collected from the successful bidder herein after called 'caterer'. The rate of Security Deposit will be 5% of contract value.

50% Security Deposit shall be submitted by the caterer before the start of the work. The EMD amount of successful bidder can be adjusted against security deposit if required by the bidder and the balance 50% security deposit can be recovered from the running bills on pro rata basis (@ 10% of running bill value). No interest will be payable on Security Deposit.

Failure to pay the security deposit shall be treated as failure to discharge the duties under the contract and shall result in cancellation of the offer of the contract and the caterer shall be liable to compensate BHEL for any losses incurred by BHEL. The security deposit shall be refunded within a reasonable time after the date of expiry of the contract subject to the caterer carrying out all obligations / operations as required under the contract.

BHEL reserves the right to appropriate any part / whole of the amount of the security deposit without prejudice to other claims against the caterer for losses suffered by BHEL due to failures on the part of the caterer due to termination of contract or caterer becoming disqualified because of liquidation / insolvency.

The decision of BHEL in respect of such losses, damages, charges, expenses, costs, shall be final and binding on the Caterer and the decision shall not be questionable.

**15. Validity of the Performance Security Deposit will be till expiry of the contract.**

16. BHEL shall be under no obligation to accept the lowest or any other bid and shall have the right to accept or reject any bid in part or in full without assigning any reason whatsoever. BHEL also reserves the right to reject any or all quotations without assigning any reason whatsoever. Quotation of the parties which have been black-listed / debarred / banned by PSUs / kept on hold by any office of Delhi-based Divisions of BHEL during the last three years will be rejected. Late tenders will be rejected.

**17. TAX DEDUCTION AT SOURCE:**

Tax shall be deducted at source from the running bills as per applicable Income Tax Rules and other statutory requirements.

**18. TERMINATION OF CONTRACT:**

If at any time during the currency of contract, the Caterer defaults in performance of the work with due diligence and continues to do so or commit any default in complying any of the tender terms and conditions even after the notice (in writing) is given to him, BHEL may, without prejudice to any other, has right to remedy which shall have accrued or shall accrue thereafter to BHEL, to terminate the contract.

**19. SHORT CLOSURE OF CONTRACT:**

BHEL reserves the right to short close the contract with one-month notice without assigning any reason.



20. **NO DEVIATION CERTIFICATE:** The Caterer must comply with the tender specification and all terms and conditions of contract. No deviation shall be entertained.

21. **EVALUATION CRITERIA:**

Evaluation will be done on the Grand total amount quoted as mentioned in price format. In the event of more than one bidder having identical Total Evaluated Cost and there is a tie amongst the bidders, the respective bidders would be asked to submit their revised price bids. If distinct L1 rate isn't arrived at after submission of revised bids and the tie prevails between more than one bidders for Total Evaluated Cost, then the L1 'will be decided based on lottery which will be carried out in the presence of all the L1 bidders or their representatives who choose to be present. Based on the above outcome, the bidders would be ranked from L-1 position in ascending order.

22. In case of any act of default/ omission/ pilferage/ prejudice to any interest of BHEL, BHEL may take action against Caterer as per company guidelines in addition to the penalty & action explicitly mentioned in this tender document.



<b>GENERAL TERMS AND CONDITIONS</b>
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**23. ARBITRATION**

In the event of any dispute or difference arising out of the execution of the Order/Contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision between BHEL & Service Provider in any manner touching upon the Order/Contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the arbitration of the person appointed by the competent authority of BHEL.

Subject to as aforesaid, the provisions of Arbitration and Conciliation Act, 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The venue of arbitration shall be at Noida.

**24. LAWS GOVERNING THE CONTRACT**

The Order/Contract shall be executed and governed by the laws of India and the courts of India alone shall have jurisdiction in respect of any matter arising under or in connection with the Order/Contract. Extant regulations of Govt. of India will be applicable. Law of land will supersede any condition given in tender enquiry, in case of any contradiction.

**25. JURISDICTION OF COURT**

Courts at Noida/Gautam Budh Nagar shall have exclusive jurisdiction to decide the dispute, if any, arising out of or in respect of the contract(s) to which these conditions are applicable.

**26. SETTLEMENT OF DISPUTES**

- The purchaser and the supplier shall make every effort to resolve any disagreement or dispute, arising between them under or in connection with the contract, amicably by direct negotiation.
- Dispute if any, arising out of or in respect of the contract(s) to which these conditions are applicable, is subject to the jurisdiction of the Delhi courts only.

**DISPUTE RESOLUTION THROUGH BHEL CONCILIATION SCHEME 2018**

- BHEL has framed the 'Conciliation Scheme 2018' shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996. The conventional methods of dispute resolution are often time consuming and costly.
- A copy of the said scheme made available on BHEL web site [http://www.bhel.com/pdf/Brief\\_Procedure\\_under\\_BHEL\\_Conciliation\\_Scheme%202018.pdf](http://www.bhel.com/pdf/Brief_Procedure_under_BHEL_Conciliation_Scheme%202018.pdf)
- Except as otherwise specifically provided in the Order/Contract, all disputes concerning questions of the facts arising under the Order/Contract, shall be decided by the purchaser, subject to written appeal by the Seller/Travel Agency to the purchaser, whose decision shall be final to the parties hereto.
- Any disputes or differences shall be to the extent possible settled amicably between the parties hereto, failing which the disputed issues shall be settled through arbitration.
- However, the Seller/Travel Agency shall continue to perform the Order/Contract, pending settlement of dispute(s).



27. **FORCE MAJEURE:** A Force Majeure (FM) means extraordinary events or circumstance beyond human control such as an event described as an Act of God (like a natural calamity) or events such as war, strike, riots, crimes (but not including negligence or wrong-doing, predictable/seasonal rain and any other events specifically excluded in the clause). An FM clause in the contract frees both parties from contractual liability or obligation when prevented by such events from fulfilling their obligations under the contract. An FM clause does not excuse a party's non-performance entirely, but only suspends it for the duration of the FM. The firm has to give notice of FM as soon as it occurs and it cannot be claimed ex-post facto. There may be a FM situation affecting the purchase organization only. In such a situation, the purchase organization is to communicate with the supplier along similar lines as above for further necessary action. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for a period exceeding 90 (Ninety) days, either party may at its option terminate the contract without any financial repercussion on either side.

Notwithstanding the punitive provisions contained in the contract for delay or breach of contract, the supplier would not be liable for imposition of any such sanction so long as the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event covered in the FM clause.

28. Bidders are requested to refer following clause regarding Public Procurement (Preference to Make in India) - PPP-MII.

"For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017, 28.05.2018 & 29.05.2019 and subsequent orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/PO/WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and / or local content in respect of this procurement, same shall be applicable. Vendors are requested to go through the above mentioned orders and confirm the following:"

- The local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content as per above mentioned orders and shall give details of the location(s) at which the local value addition is made.

29. **STATUTORY VARIATION:**

- i) Statutory variation for CGST/SGST/UGST/IGST is applicable based on the Govt. Notifications on the date of service.
- ii) No other variations such as on minimum wages, prices of controlled commodities, any other input etc. shall be payable by the purchaser.

30. The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendor/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL web site <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud as soon as it comes to their notice.

**NOTE:**

It is presumed that the bidder has accepted all the instructions, Terms and conditions and Technical Specifications covered in this Tender Enquiry.

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**Acceptance Letter / No Deviation Certificate**

Notwithstanding anything mentioned in our bid, we hereby accept all terms and conditions of the above tender.

**(Signature & seal of the Bidder)**

A handwritten signature in black ink, consisting of several overlapping strokes, located on the left side of the page.

**DETAILS OF BUSINESS**

**The vendor shall furnish the following information along with Part-1 bid.**

1.0	Name of the firm		
2.0	Address for communication		
3.0	Registered Office, if any :		
	Telephone No. (Office) (Res) (Mobile) (Fax)		
4.0	Name of proprietor / partner / Director(s)		
5.0	Name of Bankers		
6.0	Enclose Experience Certificates with Govt. /Public Sector Undertaking / Private of repute.		
7.0	Copy of PAN Card/GSTIN to be enclosed		
8.0	Any other information		



**DECLARATION**

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

**(Signature & seal of the Bidder)**

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke, located on the left side of the page.

**TECHNICAL DETAILS**  
**For Technical bid**

*Work Experience fulfilling, submitted in Part-I Bid)*

EXPERIENCE	No. of Work	Value	Customer's Name
1.			
2.			
3.			

PAN Card No. / Name on PAN Card	
GSTIN:	

EMD Details	DD/ PO No.	Date	Amount (in Rs.)



**ANNEXURE-VII**

**PRICE FORMAT - CONTRACT FOR CANTEEN SERVICES FOR ONE YEAR**

Sl. No.	Item Description (Tentative requirement for all buildings-located at Sector 16 A (PS-PEM, PS-NR, CDT, CLD) and located at Kribhco Bhawan Sec-1, Noida (PS-TS, SSBG, & other offices)	Quantity (Nos.) per day (A)	UOM	HSN/SAC Code (To be filled by the bidder)	Unit Prices excluding taxes (INR)	Total Prices excluding taxes (INR)	GST Rate %	GST Amount on Total Prices at (E) (INR)	Total Prices (INR)
		A	B	C	D	(E = A * D)	F	[G = E * (F/100)]	(H = E + G)
1	Lunch (regular) per head (Total lunch 870 Nos. approximately daily)	870	nos.	9963	Derived	Derived (0.7976*X)	18%	Derived	Derived
2	Tea per Cup ( min 80 ml.) (Approximately 2140 Nos. cups daily)	2140	nos.	9963	Derived	Derived (0.1947*X)	18%	Derived	Derived
3	Tea per Cup ( min 80 ml.) for Meetings (Approximately 85 Nos. cups daily)	85	nos.	9963	Derived	Derived (0.0077*X)	18%	Derived	Derived
					<b>Grand Total: X=</b>				

**Quoted Total price for one day i.e. "X" in Rupees (in words)= -----**

Note:

1. Bidder has to quote Total Value 'X' (in figures & words). Based on this price, unit price as well as total price shall be derived by BHEL for all items as per formula indicated above.

2. Evaluation Criteria: L1 shall be decided based on Total Price (excluding tax) (at column E) i.e. 'X' for one day.

3. Total Contract value for 1 years shall be derived considering 24 days as working days in a month.



### **Annexure-VIII (Financial PQR)**

- i) Average annual financial turnover during the last 3 years - ending 31st March 2019 should not be less than Rs.44 Lakhs (Rupees Forty-Four Lakhs Only).

Note:

1) The bidder shall provide the complete set of accounts for last 3 years (2016-17,2017-18 & 2018-19) duly signed and stamped by auditors and directors/owner -Balance Sheet, Profit & Loss Account, Schedule/Notes to Accounts, Auditor Report and/or Income Tax Traces report for evaluation.



**TECHNICAL PQR FOR CANTEEN SERVICES**

1. Experience of having successfully completed similar works during last 7 years ending on 31.08.2019 should be either of the following: -
  - a. Three similar completed works costing not less than the amount equal to Rs. 58.63 Lac.  

**OR**
  - b. Two similar completed works costing not less than the amount equal to Rs. 73.29 Lac.  

**OR**
  - c. One similar completed work costing not less than the amount equal to Rs. 117.26 lac.
2. The bidder shall furnish copy of FSSAI License of previous/on-going similar work.

**Note:**

- a) 'Similar work' mentioned above shall be related to experience in providing canteen/catering services including lunch, tea etc. in the offices of Government Organization/Semi Government Organization/PSU's/ Public Limited Company / Private Limited/ MNC.
- b) Document required for point no. 1 above are:
  - i) Successful completion for works completed: Copy of work order along with successful completion certificate for the same.

# **Technical Specifications for Canteen Services**

(This document contains Technical Specifications with annexure A – C and format 1-2)



**BHARAT HEAVY ELECTRICALS LIMITED  
(A GOVERNMENT OF INDIA UNDERTAKING)  
POWER SECTOR – PEM  
PPEI BUILDING, HRDI & ESI COMPLEX  
PLOT NO.25, SECTOR 16 A  
NOIDA (U.P)**



## Specifications required for Canteen Contract

### Definition of terms used:

- Bidder:** Party or firm or organization or contractor participating in tender enquiry and submitting the bid.
- Caterer:** Successful bidder i.e. after opening the price bid, the bidder with L1 rates and who is offered the contract for execution.
- BHEL:** For which Services are required.

### **1.0** SCOPE OF WORK

- 1.1** To provide canteen services (Lunch & Tea) in BHEL premises as detailed in this tender.
- 1.2** Canteen premises are located in HRDI & ESI Complex, Plot No. 25, Sector 16A, Noida. Services to be provided to BHEL offices within the complex and BHEL offices located at Kribhco Bhawan at Sector-1, Noida.
- 1.2.1** No transport and staff shall be provided by BHEL for carrying or bringing raw/cooked material within or outside the premises.
- 1.2.2** To monitor the above operations, one Manager is to be deputed to oversee overall operation. Further minimum 18 nos. helpers shall be deployed for food distribution & service at five locations (PEM, PS-NR, CLD, CDT are located within HRDI & ESI Complex and SSBG & TS is located in Kribhco Bhawan). Above noted 18 nos. helpers are required in addition to adequate no. of workers in kitchen for food preparation & other related work.
- 1.2.3** The contractor shall deploy the personnel with proper police verification. Contractor will submit undertaking that police verification of all the persons being deployed for this service has been done.
- 1.3** Caterer must serve lunches, tea at work station, meetings rooms etc. of the employees.
- 1.4** All raw materials to be procured for use in the BHEL canteen premise shall be as per **Annexure A**. BHEL will conduct periodical verification for adherence to the specifications as per Annexure-A. For deviations, if any, deductions shall be made as per penalty clause.
- 1.5** Menu of Lunch Items is enclosed as **Annexure B**. Variation, if any, shall be with the prior approval of BHEL.
- 1.6** BHEL scope is mentioned separately in the tender at annexure-c.
- 1.7** All other related activities/inputs not specifically mentioned above shall be in the scope of caterer.

**2.0****General Terms:**

- 2.1 Bidder must be ready to provide the services of Canteen, within 10 Days or as confirmed by BHEL from the date of LOI.
- 2.2 Start date of canteen services- 02/11/2019
- 2.3 Time Schedule for serving Lunch at 01:00 pm, Tea (Morning at 10:00 am and Evening at 03:00 pm) and Tea for meetings (as and when required based on requisition slip). Any changes in time schedule will be intimated in advance to Caterer by BHEL.
- 2.4 The balance/left over quantity of each item after distribution of lunch, tea will be taken back /disposed off by the caterer each day as per their convenience at their own cost. Any leftover quantity shall not be strewn in premises and to be disposed of as per prevailing norms.
- 2.5 A high standard of catering shall be maintained for all items with due regard as per annexure 'A' to quality and purity of food stuff, quantity of food items, cleanliness in preparation, serving and distribution of food items. BHEL reserves the right to get the food tested from Govt. recognized agencies, if required.
- 2.6 Cleaning of premises & utensils and materials required for cleaning, refilling the cooking gas are in the scope of caterer without any financial implication to BHEL.
- 2.6.1 The Caterer must ensure that the deployed staff is properly trained, well behaved, with adequate experience in Cooking, Catering & Hospitality.
- 2.6.2 The Caterer is required to provide identity cards, proper uniform to all the staff at its own cost. The uniform should include aprons, head gear, gloves and shoes.
- 2.6.3 The caterer should ensure that the staff engaged by him wears clean uniforms, as prescribed. Caterer should ensure the personal hygiene of the staff including proper cutting of nails, hair etc.
- 2.6.4 The Caterer should ensure that proper medical checkup for communicable diseases of staff deployed by him.
- 2.6.5 For issuing gate pass to caterer manpower deployed in BHEL the following documents would be required before start of work:
- a) Photo ID issued by Govt
  - b) Two passport size photograph
  - c) Authorization letter of caterer
- 2.7 The Caterer should ensure that the entire Canteen premise is kept hygienic condition. Cleaning of Floors, Wall Tiles, other items being used in the Kitchen will be done on daily basis. Pest control to be done weekly on every Sunday. Cleanliness, maintenance, garbage disposal of the service areas/cooking areas shall be the responsibility of the caterer at its own cost.
- 2.8 The Caterer must ensure that kitchen equipment and other utensils shall be Washed/cleaned in hot water alongwith cleaning agent.



- 2.9 It must be ensured that the payment to staff and all other issues will be settled by caterer only.
- 2.10 The periodic and surprise inspection will be done from time to time.
- 2.11 The Caterer will ensure that supply of Lunch, Tea/ coffee is made against the valid coupon/requisition slips to the employees and others. BHEL shall not be responsible for any loss on account of non-receipt of coupons / requisition slips by the caterer from employees of BHEL and others.
- 2.12 If Lunch is supplied by the Caterer without coupon or by any other means, the caterer is liable to be penalized.
- 2.13 The caterer will be solely responsible for the items handed over to him for purpose of serving/cooking meals. The caterer shall be solely responsible for any shortage and/or damage in such items due to negligence and willful act and by way of any omission and the cost of the same will be recovered from the caterer on current market rate.
- 2.14 The Caterer will be responsible for any accident, injury or death of its employee/worker during the work.
- 2.15 The bidder is at liberty to visit our premises before submitting his offer.
- 2.16 Our office remains closed on second & last Saturdays, all Sundays of month and 10 days of festive holidays in a calendar year. Bidder to note that canteen services will not be required on such days. However, any requirement of lunch/tea on Holidays as mentioned above will be intimated in advance and the Caterer will be required to provide the services on such occasions.
- 2.17 The bidder should declare that there would be no case or charge under investigation / enquiry / trial against the agency or its employees, nor conviction in a Court of law or suspended / blacklisted by any organization on any ground on their letter head (Format-1).

### **3**

#### **Statutory Regulations compliance**

- 3.1 The Caterer must comply and implement all the statutory provisions of the State & Central Acts relating to the employment of labor, i.e. various Acts relating to payment of Minimum Wages, ESI, PF, Bonus etc, and all other statutory benefits as applicable, as amended from time to time.
- 3.2 The Caterer shall pay to its workers as per the prevailing minimum wages as applicable in state of UP stipulated from time to time and must cover benefits such as ESI, PF, bonus as applicable.
- 3.3 The Caterer shall pay the statutory payments such as PF, ESI, for the staff employed to provide the services to the BHEL, through a separate Challan and it should be submitted along with the monthly bill.
- 3.4 The BHEL shall make payment on a monthly basis. While the bill of the first month shall be paid after submission of bills for the month, the payment from second month onwards shall be made subject to production of documentary evidence of having made all statutory payments such as PF, ESI, Bonus, etc., for the previous month.

- 3.5 In the event of non-compliance, the caterer will be solely responsible for any penalty/fine imposed by the statutory bodies. All the rules related to the labor laws and applicable acts should be strictly followed.
- 3.6 Further, in the event of any loss incurred to the BHEL due to non-compliance, the caterer shall indemnify the same to the BHEL.
- 3.7 The Caterer shall bear taxes, charges, levies or claims whatsoever as may be imposed by the State / Central Govt. or any local body or authority from time to time.
- 3.8 The caterer shall be solely and fully responsible for lapses, violation and noncompliance, if any of all the statutory dues and the BHEL shall in no way be responsible for it.
- 3.9 The caterer, before starting of operation shall apply for FSSAI license for BHEL premises/UP State (i.e. applicable for HRDI & ESI Complex, Plot No. 25, Sector 16A, Noida) as per Food Safety and Standard Act, 2006 and its amendment from time to time and have to obtain it as required under the Act. Copy of FSSAI license for the subject work have to be submitted within four months of start of operation failing which BHEL may terminate the contract and purchase the services at caterer's risk & cost.
- 3.10 The caterer shall bill monthly:
- a) Lunch: Number of coupons collected in lieu of lunch served.
  - b) Tea: For regular tea- Attendance of the day.
- For tea for meeting: Based on requisition.

4 **Special conditions:**

- 6.1 All risks of loss / damage to physical property and of personal injury and death of the workers employed, which arise during / in consequence of the performance of the contract shall be borne by caterer.
- 6.2 The employees of the caterer in no case will be treated as the employee of the BHEL at any point of time.
- 6.3 The caterer may bring any other equipment if needed in excess of what has been provided by BHEL (Annexure C) for smooth running of the work with written permission from BHEL at his own cost without any financial implication to BHEL.
- 6.4 Sub-contracting is not permissible.



## Annexure- "A"

### BRAND/QUALITY/MAKE OF MATERIALS

Sl.No.	Items	Quality/Brand
	<b>Dairy Products</b>	
1	Milk-Toned	Mother Dairy/Amul/Patanjali
2	Butter	Amul/Britannia/ Mother Dairy
3	Paneer	Amul/Britannia/ Mother Dairy
4	Cream	Nestle/ Mother Dairy/Amul
5	Packed Curd for serving	Mother Dairy/ Amul/ Britannia
6	Curd for food preparation	Mother Dairy/ Amul/ Britannia
7	Butter Milk (tetra pack)	Amul/ Mother Dairy
8	Packed icecream	Mother Dairy/ Amul/ Cream bell
	<b>Provision and Stores</b>	
1	Atta (Whole grain)	Aashirwad / Patanjali/ Nature Fresh/ Fortune
2	Basmati Rice	Basmati Rice- Dawat(Rozana)/Fortune (Rozana)/India Gate (Dubar)
3	Salt	Tata /Patanjali
4	Oil (Mustard/Sunflower/Rice Bran)	Patanjali / Fortune/ Nature Fresh
5	Desi Ghee	Amul/ Patanjali/ Mother dairy
6	Tea Leaves	Tata Gold / Red label
7	Garam / Chat/ Chana Masala/Sabji masala etc.	MDH /Patanjali / Everest
8	Tomato / Chilli/ Soya Sauce	Maggi/Kissan
9	Pulses-Dals & beans etc	FSSAI/Agmark certified
10	Laung, Dal Chini, Elaichi & other hot spices etc	FSSAI/Agmark certified
11	Besan	Rajdhani/Fortune/ Patanjali

**Note:**

1. In case of non- availability of above described brand /(S) - The Contractor should obtain prior permission of the DH (HR) of BHEL, PS-PEM for supply of alternate of similar price and alternate material shall be with FSSAI/Agmark.
2. BHEL may ask for invoices of food items noted above.

## Annexure- "B"

### TENTATIVE LUNCH MENU

Different dishes	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
<b>Curry</b>	Shahi Paneer/ Matar paneer/ Kadhai paneer (125 gms. including Minimum 30 gm of Paneer)	Karhi Pakora (125 gms.)	Ghiya Kofta (2 no. kofta pieces) in Malai gravy  (125 gms.)	Sambhar  or Kala Channa  (150 gms. including Minimum 50 gm of kala channa)	Rajmah/ Kabuli Channa  (150 gms.)  (150 gms. including Minimum 50 gm of rajma/ kabuli channa)	Mix Veg. (dry) with Paneer  (125 gms.)
<b>Pulses/vege table</b>	Dal Arhar (Tadka) / Dal masoor Kali (Tadka) (125gms)	#Dry Seasonal Veg. (125 gms.)	Dal Makhni /Dal Moong chilka (tadka) (125 gms.)	Coconut Chutney  or #Dry Seasonal Vegetable  (125 gms.)	#Dry Seasonal Veg.  (125 gms.)	Arhar Dal/Masoor Dal/Dal Moong Chilka (tadka)  (125 gms.)
<b>Rice item</b>	Plain Rice  (125 gms)	Plain Rice  (125 gms)	Plain Rice  (125 gms)	Lemon Rice  Or Plain Rice  (200 gms)	Plain Rice  (125 gms )	Plain Rice  (125 gms)
<b>Roti</b>	Chapati  (atta Tava Roti) -2 Nos wrapped in aluminum foil.  (min 30 gram each roti)	Chapati  (atta Tava Roti) -2 Nos wrapped in aluminum foil.  (min 30 gram each roti)	Chapati  (atta Tava Roti) -2 Nos wrapped in aluminum foil.  (min 30 gram each roti)	Idly & Vada-1 each/ 2 numbers any of idly or vada (Min 30 gram)  or Chapati  (Atta Tava Roti) - 2 Nos wrapped in aluminum foil.  (min 30 gram each roti)	Chapati  (atta Tava Roti) -2 Nos wrapped in aluminum foil.  (min 30 gram each roti)	Chapati  (atta Tava Roti)  -2 Nos wrapped in aluminum foil.  (min 30 gram each roti)
<b>Fruit/ Desert (Ice- cream- Packed)</b>	Banana  (Min 85 gm)	Ice Cream (Straw berry/Vanilla) 65 ml  Or Gulab Jamun/ Rasogulla- (min 60 gm)	Banana  (Min 85gm)	Ice Cream (Straw berry/Vanilla) 65 ml  Or Gulab Jamun/Rasogulla  (min 60 gm)	Cornetto ice cream  (small cone) or Gulab Jamun/ Rasogulla  (min 60 gm)	Banana  (Min 85 gm)
<b>Plain Curd (Packed item)</b>	CURD  (min 80 gm)	CURD  (min 80 gm)	CURD  (min 80 gm)	CURD  (min 80 gm)	CURD  (min 80 gm)	CURD  (min 80 gm)
<b>Soup</b>	Soup (Tomato)  (min 80 ml)	Soup (Vegetable)  (min 80 ml)	Soup (sweet corn)  (min 80 ml)	Soup (Tomato)  (min 80 ml)	Soup (Vegetable)  (min 80 ml)	Soup (sweet corn)  (min 80 ml)

<b>Butter Milk (tetra pack)</b>	Min. 180 ml	Min. 180 ml	Min. 180 ml	Min. 180 ml	Min. 180 ml	Min. 180 ml
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- 2.0** Ice Cream during summer (1<sup>st</sup> April to 30<sup>th</sup> September) and Gulab Jamun/ Rasogulla during winter (1<sup>st</sup> October to 31<sup>st</sup> march).
- 3.0** Rice, Dal and Sabji weight mention in lunch menu are cooked weight.
- 4.0** Buttermilk (tetra pack)/Lassi (tetra pack) shall be served from 1<sup>st</sup> April to 30<sup>th</sup> September.
- 5.0** Soup will be serve during winter (1st October to 31st march) only.
- 6.0** Every pulse is to be served with tadka.
- 7.0** # For seasonal vegetables, caterer has to follow the suggestive chart as below table for selection of seasonal vegetables for making dry seasonal veg.

1.	IN SUMMER	GHIYA, BHINDI, KARAILLA, KADDU, PARWAL, SIMLA MIRCH, Beans etc.
2.	IN WINTER	GOBHI, GAJAR, MATAR, PATTI GOBHI, SIMLA MIRCH, Beans etc.



**Scope of BHEL**

BHEL will provide space for cooking & catering Services.

The Space will include necessary fittings like Electric fitting, RO Machine. BHEL scope also included electricity bills and AMC/Maintenance of equipment provided and installed in canteen.

BHEL will provide necessary furniture in above stated space.

BHEL will also provide following equipments and utensils for cooking as well as serving the food:

1. Refrigerator- 1 no.
2. Deep Freezer- 1 no.
3. Dry Grinder- 1 no.
4. Mixer grinder- 1 no.
5. Atta Kneader- 1 no.
6. Idli maker- 1 no.
7. Cooking Gas Cylinder (Empty)- 6 nos.
8. Big Gas Burners- 5 nos.
9. RO water system- 1 no.
10. Talis, cups etc. shall be provided as per requirement.

If the caterer requires anything more including deep fridger, utensils, equipment, etc. vendor has to arrange it on own cost.

All The maintenance of the Canteen area including white wash, painting of Kitchen premises, Water outlets will be looked by BHEL.

**Note:** A common Cooking / Catering Space shall be provided for all the five Noida Based Buildings at HRD & ESI complex, Plot no-25, sec-16A, Noida. Contractor has to manage the Catering Services from the above said location only.



**DECLARATION**

I / We do hereby declare that there is no case with the Police/Court/Regulatory authorities against the proprietor/firm/partner/its employees. 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 neither our firm nor any of our partners are involved in any scam or disciplinary proceedings settled or pending adjudication.

Signature  
(Name & Address of the Bidder  
With official seal)

Place:

Date:

**Note: To be typed on the letter head of Bidder**



**Compliance Undertaking**

- I. This is to state that we are complying all the statutory labor laws implemented by state from time to time, including minimum Wages, PF and ESI
- II. We here by state that we will be obtaining the FSSAI License for running the catering operation at Above Stated BHEL Premises if order is granted to us and we shall apply before starting the operation.
- III. We comply all the regulations of Child Labor Prohibition and Regulation Act 1986.
- IV. We comply to the GST regulations of the state/central as imposed from time to time.

Signature  
(Name & Address of the Bidder with official seal)

Place:

Date:

**Note: To be typed on the letter head of Bidder**

