



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

**Bharat Heavy Electricals Limited**

उद्योग क्षेत्र, नई दिल्ली/ Industry Sector, New Delhi

मानव संसाधन प्रबंध / **Human Resources Management**

ID/ HRM/ A041/ Tea-Coffee-ENQ  
26<sup>th</sup> October 2017

**Sub: Rate contract of Tea/Coffee services through vending machine.**

Dear Sir,

BHEL invites offers through tender process from parties who may be interested in accepting "Rate contract for providing Tea/ coffee services through vending machine" at BHEL, Lodhi Road for a period of two years.

The tender will be a two part bid tender i.e. Part-I: Techno-commercial bid to ensure soundness of the bidder and Part-II: Price Bid to achieve most competitive offer from the qualified bidders after techno-commercial evaluation.

You are requested to submit your most competitive offer for rate contract as per the requirement and terms & conditions of the tender, cited later in this tender enquiry.


Last date of submission	:	17.11.2017 at 1030 Hours
Opening of Tender	:	17.11.2017 at 1030 Hours
Tender Cost	:	Nil
Earnest Money Deposit	:	₹ 19,400.00

The sealed bid may be sent either by Registered Post/ Speed Post/ Courier Services or by hand to the undersigned at:

Shlok Nagar  
Sr. Engineer (HR-Admin)  
BHEL – Industry Sector  
Integrated Office Complex  
Lodhi Road, New Delhi – 110003

In case of any clarification, the bidder can contact the undersigned over telephone no. 011-41793305 or at email shlok@bhel.in

For and on behalf of  
Bharat Heavy Electricals Limited

  
26/10/17  
(Shlok Nagar)

श्लोक नागर / SHLOK NAGAR  
वरिष्ठ अभियन्ता / Sr. Engineer  
मानव संसाधन प्रबंध विभाग / HRM Deptt.  
BHARAT HEAVY ELECTRICALS LIMITED  
Industry Sector, Integrated Office Complex  
Lodhi Road, New Delhi-110003

### **Scope of work:**

1. Successful bidder shall be required to install a vending machine and provide Tea / Coffee through the vending machine to BHEL staff on working days. The machine shall be installed in pantry located in basement of BHEL Office at Lodhi Road, New Delhi – 110003. Items to be provided through vending machine are given below along with their approx. consumption:
  - a. Tea (Ordinary/ Ginger/ Cardamom/ Masala) – approx. 100 – 120 cups per day
  - b. Coffee (Cappuccino/ Latte/ Black) – approx. 100 – 120 cups per day
  - c. Lemon Tea – approx. 20 – 30 cups per day
  - d. Green Tea – approx. 20 – 30 cups per day
2. Approximately 270 cups per day are required and quantity may increase/ decrease in future depending upon actual requirement.
3. Tea/ Coffee shall be served in paper cup of good quality of size 150 ml, however, the quantity of tea/ coffee served in a cup shall be 100 ml.
4. All input / consumables required like equipment, materials etc. along with required manpower for preparing and serving the items will be arranged by contractor at his own cost. BHEL will provide space and electricity.
5. Maintenance, repair and replacement of machine for any reason will be the responsibility of the contractor.
6. The material to be served should be prepared with fresh milk of reputed brand.
7. The manpower deployed by the contractor should be courteous, well behaved and possess positive attitude. He/ they should be neatly and properly dressed. Rude and discourteous behaviour of the operator will invite penalties and may also lead to cancellation of his entry pass. The operator should strictly follow the time schedule i.e. 0900 hours to 1800 hours.
8. The machine shall always be kept in neat, clean and hygienic condition.
9. Contractor has to take all the responsibility of his employees working inside the company premises. All the payment related issues of operator (Minimum wages fixed by govt., PS, ESI, etc.) has to be taken care of by the contractor and the contractor has to follow the rules pertaining to labour law of govt. of India. BHEL will not liable to pay any type of compensation if any accident of fatal injury etc. happens to contractor's employees. The contractor shall only be liable for the same.

### **Instructions to bidders:**

1. Bidders must go through all annexures carefully before submitting the bid.
2. The offer shall be submitted as per the instructions of tender document. One set of tender document duly filled, signed and stamped on each page shall be submitted as detailed further. Tenderer should note specifically that all the pages of tender document, including the NIT page for this particular tender shall be submitted by them (after signing/ stamping on each page) as a part of their offer. In case of any clarification, bidder may contact this office.
3. The tenderer should accept all terms & conditions of the tender unconditionally. Tenders with deviations from terms and conditions shall be rejected.

  
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4. In case any typing error/other clerical errors is noticed by the tenderer, in the tender documents, the same must be pointed out and got clarified before submission of offer, or else, BHEL's interpretation shall prevail and shall be binding on the tenderer.
5. No overwriting / correction in tender documents by tenderer shall be allowed. However, if correction is unavoidable, the same must be signed.
6. Only rate shall be quoted in price bid format and nothing else. Rates must be quoted in figures as well as in words. In case the rates in figures differ from the rates written in words, the lesser of the two will be treated as valid rate. Any other terms and conditions mentioned in the Price Bid shall make the offer liable for rejection.
7. The price must be quoted in the enclosed Price Bid Format Only.
8. The prices quoted should be firm, inclusive of all types of charges payable by BHEL to contractor, inclusive of applicable GST and statutory duty. There shall be no revision of prices after the quotation is opened unless there is a tie for L1 rank.
9. Tender must be submitted in a sealed envelope which has to be super-subscribed with NIT no. and due date written on the envelope and the bidder contact details.
10. Quotation shall be received up to 1030 hours on 17.11.2017, tenders received late / in open condition/ not meeting the tender condition / incomplete in any respect are likely to be rejected.
11. Validity of offer will be 60 days from the date of opening of tender.
12. BHEL reserves the right to accept or reject any or all offers without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter.
13. A bidder may visit BHEL office on any working day from 27.10.2017 to 16.11.2017 between 0900 Hrs to 1700 Hrs. Any queries regarding this tender may be clarified from Sr. Engineer (HR-Admin) over telephone no. 011-41793305 or at email shlok@bhel.in.

**Pre-Qualification Requirement (PQR):**

1. EMD amount of ₹ 19,400.00 needs to be deposited through NEFT. The bank account details of BHEL for NEFT are enclosed as Annexure VI. The bidder is required to enclose a copy of the acknowledgement of NEFT payment along with their bids. Bids without EMD will not be accepted and shall not be considered for further evaluation.

The EMD of unsuccessful bidders shall be returned within 7 days of award of work to the successful bidder. No interest shall be payable on EMD amount.

The EMD shall be forfeited in case of:

- i) After opening the tender, the bidder revokes his bid within the validity period or increases his earlier quoted rates.
  - ii) The successful bidder 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 the award of contract.
2. The bidder has to submit copies of their PAN card and GST Registration certificate.
  3. Average annual turnover of each bidder during last three financial years ending 31.03.2017 should be at least 3 Lakhs.

  
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4. The experience of having successfully completed similar Job / services during last 7 years ending on 31.10.2017 should be either of the following:

i) Three similar completed jobs / services with value not less than ₹ 3.88 Lakhs each.

Or

ii) Two similar completed jobs / services with value not less than ₹ 4.85 Lakhs each.

Or

iii) One similar completed job / service with value not less than ₹ 7.76 Lakhs.

“Similar Job / service” refer to “Rate Contract for providing tea/coffee at BHEL, Lodhi Road”.

Only work orders and related work completion certificates from the clients shall be submitted as proof against Sl. No. 4 of PQR. For example: If you are qualifying as per Sl. No. 4 (ii), only work orders and related work completion certificates of 2 clients each costing not less than ₹ 4.85 Lakhs shall be furnished. The work completion certificate shall be specific to the work order submitted i.e. the specific contract, value of the job, duration of contract / job and declaration of satisfactory performance shall be indicated in the work completion certificate from the client. The certificates shall be issued by competent authority with his / her contact details mentioned, for verification purpose. BHEL reserves the right to verify the correctness of the certificates of the clients.

#### **Procedure for submission of bids**

The bidders must submit their duly completed offers in a sealed envelope (Envelope #1) prominently super-scribed as “Rate contract for providing tea/coffee at BHEL, Lodhi Road” followed by tender reference and last date for submission of tender.

Inside sealed Envelope #1, two separate sealed envelopes viz. Envelope #2 and Envelope #3 are to contain two parts of the tender “Part-I: Techno-commercial Bid and Earnest Money Deposit” and “Part-II: Price Bid” respectively. Both the sealed envelopes are to be super-scribed with “Part-I” or “Part-II” whichever is applicable, tender reference and details of the bidder.

#### **A. Part-1: Techno-commercial Bid and EMD (Envelope #2)**

The techno-commercial bid shall comprise of

1. The bidder should enclose a covering letter on its letter head mentioning the required details over it.
2. Copy of Tender Enquiry Document duly signed in blue ink and stamped on each page as token of acceptance of tender conditions.
3. A copy of price bid duly signed and stamped but without the prices.
4. Acknowledgement of deposit of EMD of ₹ 19,400/- (Rupees Nineteen Thousand Four Hundred only) by way of NEFT in favour of BHEL, New Delhi, must be enclosed in Part-I envelope.
5. Copy of PAN and GST Registration Certificate duly signed and stamped by the bidder.
6. Copies of acknowledgements of IT return of last three financial years i.e. FY 2014-15, 2015-16, 2016-17. In case of unavailability of documents for financial year 2016-17, documents pertaining to FY 2013-14 shall be furnished.

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7. Copies of audited balance sheets and profit-loss account statement of last three financial years i.e. FY 2014-15, 2015-16, 2016-17. In case of unavailability of documents for financial year 2016-17, documents pertaining to FY 2013-14 shall be furnished.
8. Copies of Work Orders indicating the duration of contract, Quantum of business done along with certificates of successful completion in support of proof of experience for the jobs/ services executed by the bidders during last 7 years ending on 31.10.2017 as against Sl. No. 4 of Pre-Qualification Criteria. BHEL reserves the right to verify the correctness of the documents submitted against fulfilling the PQR criteria.

All the documents in this envelope should be self-attested by the bidder with required stamp. This envelope should be super-scribed as **"Part-I: Ref. ID/ HRM/ A041/ Tea-Coffee-ENQ"** followed by **bidder contact details** like address, mobile no., email etc.

The prices should not be mentioned in the price format in this envelope.

**B. Part-II: Price Bid (Envelope #3)**

The duly filled price bid in the enclosed **"Price Bid Format" (Annexure-V)** needs to be in sealed envelope #3. This envelope should be super-scribed as **"Part-II: Ref. ID/ HRM/ A041/ Tea-Coffee-ENQ"** followed by bidder details with mobile number, email etc.

**The offer, completed in all respects, has to positively reach the undersigned before 1030 hours of 17.11.2017 at:**

Shlok Nagar  
Sr. Engineer (HR-Admin)  
BHEL – Industry Sector  
Integrated Office Complex  
Lodhi Road, New Delhi – 110003

The offers received **on or before 1030 hours of 17.11.2017** shall be considered for **opening of Techno-commercial bid scheduled at 1030 hours on 17.11.2017** in presence of the bidders who may like to be present. **Offers received after specified time of submission shall be liable for rejection.**

After techno-commercial evaluation of the offers, price bid of the bidders who qualify techno-commercial evaluation shall be opened on a later date in presence of the bidders who may like to be present. The date of opening of price bid shall be intimated to the qualified bidders through email.

Quotations not received in line with above format are liable to be rejected.

**Evaluation criteria:**


1. On the date of opening of tender, only technical bid shall be opened in presence of the bidders who would like to be present.
2. Bids received late or found incomplete shall be summarily rejected.
3. The techno-commercial bids i.e. Part-I submitted by all the bidders will be evaluated first. After techno-commercial evaluation, only the price bids of the bidders who qualify the techno-commercial evaluation will be opened on a subsequent date. The date of opening of price bids shall be intimated to the concerned bidders through email.

  
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4. The tender may be rejected because of unsatisfactory part performance in the execution of an earlier contractor if noticed during technical evaluation.
5. Any discrepancy in the bid, if found the same shall be to advantage to BHEL and will be considered for evaluation accordingly.
6. In the price bid, the bidders are required to quote only the rate (in figures and words as well) in the space provided.
7. The bidders will be ranked on the basis of rate quoted in the price bid. In the event of more than one bidder having quoted identical lowest rates and there is a tie amongst the bidders, the respective bidders would be asked to submit their revised rate. This process would continue till the distinct L1 (lowest) rate is arrived.
8. Work will be awarded to the L1 bidder and final decision of BHEL on evaluation of bidders shall be binding on all the bidders.

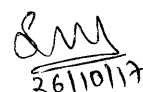
**Note:**

1. BHEL reserves the right to split up the tender and place orders with more than one tenderer.
2. BHEL reserves the right to reject any or all the tenders without assigning any reasons whatsoever.
3. Tender/ Offer should be valid for a period of 60 days from the due date of submission of tender or extended due date.

  
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**Terms & conditions of the contract**

1. **Validity:** The validity of contract will be for 2 years from the date of start of work.
2. **Subletting:** The contractor shall not sublet, transfer or assign the full work or any part thereof to any other person/company/organization.
3. **Quantity:** The quantities provided in tender enquiry document are tentative in nature which may vary as per requirement, however, the payment shall be made on actual basis.
4. **Rates:** Rate in case of award of contract shall remain same for the entire period of contract. Rates finalised shall be inclusive of all types of charges payable by BHEL to contractor, applicable GST and statutory duty.
5. **Payment Terms:**
  - a) Payment shall be made after successful completion of services during every month.
  - b) Quoted prices shall remain firm during the contract period and nothing extra shall be payable for any reason whatsoever.
  - c) No advance payment or the payment for mobilization of work will be made to the vendor.
  - d) Tax invoice raised by the vendor shall be certified by the official in-charge of BHEL and the 100% payment will be made within 10 days by NEFT/RTGS from the date of receipt of in discrepant bill.
  - e) All payment will be subject to deduction of taxes at source as per rules.
6. The vendor shall not be entitled to any interest with respect to any money which may be due to him from BHEL.
7. **Security deposit (SD)** amount equal to 5% of the contract value shall be deposited by the successful bidder through NEFT either within seven days from the date of award of work or before start of contract whichever is earlier. SD can also be recovered at the rate of 10% from the running bills, however, in such case at least 50% of the SD shall be deposited within specified time and balance 50% may be recovered from the running bills.  
If the successful bidder requests BHEL in writing to adjust EMD amount towards SD then balance amount towards SD shall have to be deposited as given above. SD, without interest, shall be refunded after successful completion of contract period.
8. **Penalty clause:** If the contractor fails to perform and provide satisfactory services during the contract period, a penalty of ₹ 1000/- per day shall be levied on contractor.  
A penalty of ₹ 100/- per complaint in case of a complaint of misbehaviour / misconduct of manpower deputed by contractor shall be deducted from the running bill.  
A penalty of ₹ 50/- shall be levied per incidence of bad quality of product.
9. **Termination of contract:** If at any time during the period of contract, the contractor defaults in performance of the work due diligence and continues to do so commit any default in complying any of the tender terms and condition 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 terminated the contract.



10. **Arbitration:** In the event of any dispute of difference arising out of the execution of the order / contractor of 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 of 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 as aforesaid, the provision of Arbitration and Conciliation Act, 1996 (India) or statutory modification or re-enactments thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under clause. The venue of arbitration shall be at BHEL Lodhi Road.

11. **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 arising under or in connection with the order / contract.
12. **Jurisdiction:** Court at New Delhi shall have exclusive jurisdiction to decide the dispute, if any, arising out of or respect of the contract (s) to which these condition are applicable.

  
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**DETAILS OF BUSINESS**

1	Name of the firm	
2	Address for communication	
3	Registered Office, if any:	
4	Telephone No. (Office) (Res) (Mobile) (Fax)	
5	Name of Proprietor/partner	
6	Contact person: Mobile: Email ID:	

  
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**ACCEPTANCE LETTER / NO DEVIATION CERTIFICATE**

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

Or

We Hereby accept all terms and conditions of the above tender except the following:

(Give reference to clause Nos. of Terms & Conditions Which are not acceptable)

- 1.
- 2.
- 3.
- 4.
- 5.

Note: Any deviation specified elsewhere in the tender shall not be considered. Deviations may or may not be accepted by BHEL.

  
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**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 and Seal of Authorised Signatory**

  
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**PRICE BID FORMAT**

Sl. No.	Description	Rate per cup (in ₹)
1	Tea (Ordinary/ Ginger/ Cardamom/ Masala) - approx. 100 – 120 cups per day Anyone make: Bru/ Nestle/ Coca cola/ Coffee Day/ Tata/ Barista Lavazza	
2	Coffee (Cappuccino/ Latte/ Black) - approx. 100 – 120 cups per day Anyone make: Bru/ Nestle/ Coca cola/ Coffee Day/ Tata/ Barista Lavazza	
3	Lemon Tea - approx. 20 – 30 cups per day Anyone make: Bru/ Nestle/ Coca cola/ Coffee Day/ Tata/ Barista Lavazza	
4	Green Tea - approx. 20 – 30 cups per day Anyone make: Bru/ Nestle/ Coca cola/ Coffee Day/ Tata/ Barista Lavazza	

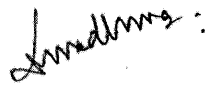
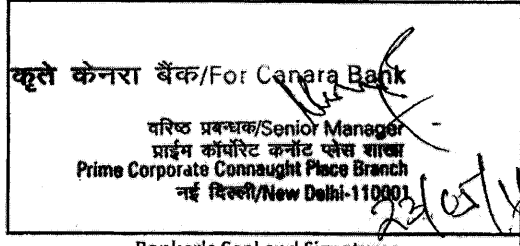
**Note:**

1. Only one rate is to be quoted in the above column for all the items.
2. The rates quoted above should be inclusive of all taxes as applicable.
3. Only fresh milk of Mother Dairy/ Amul brand should be used to make required tea / coffee.

(Signature &amp; seal of the contractor)

  
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**EFT MANDATE (DULY CERTIFIED BY BANKER)**

Bank Name	CANARA BANK		
Bank Branch Address	PRIME CORPORATE BRANCH -II, WORLD TRADE TOWER, BARAKHAMBA LANE, NEW DELHI		
Branch Code	1942	MICR No	110015097
Swift Code	CNRBINBBIFD		
IFSC for RTGS	CNRB0001942		
IFSC for NEFT	CNRB0001942		
Beneficiary's Name	BHARAT HEAVY ELECTRICALS LIMITED INDUSTRY SECTOR INTEGRATED OFFICE COMPLEX, LODHI ROAD NEW DELHI - 110003		
Beneficiary's Account Number	0307201003847		
Type of Account	CURRENT ACCOUNT - GENERAL		
We hereby certify that information given above (Bank Details) are true and correct			
We certify that the particulars mentioned above are true and correct and we will be responsible if any of the information stated above found to be incorrect at a later date. We also confirm that, any changes in the above details occurring in future, shall be informed to you immediately.			
Yours Faithfully			
Sign			
Name:	दीपक वधवा / DEEPAK WADHWA		
Designation:	वरिष्ठ लेखाधिकारी / Senior Accounts Officer भारत हेवी इलेक्ट्रिकल्स लिमिटेड उद्योग क्षेत्र, एकीकृत कार्यालय कॉम्प्लेक्स लोधी रोड, नई दिल्ली-110003 / New Delhi-110003		
		<b>कृते केनरा बैंक/For Canara Bank</b> वरिष्ठ प्रबंधक/Senior Manager प्राइम कॉर्पोरेट कनाउट प्लेस शाखा Prime Corporate Connaught Place Branch नई दिल्ली/New Delhi-110001 	
Banker's Seal and Signatures			