



Bharat Heavy Electricals Limited
Piping Centre, 80/93, G.N.Road, T.Nagar, Chennai-600017
Notice Inviting Tender – Contract for Supply of Lunch 2015-16
Technical Bid – Terms & Conditions – Annexure “A”
Tender Ref. BHE:PC:ADMN:LUNCH:15-16 Dated 16-03-2015

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Bharat Heavy Electricals Limited - Piping Centre, a leading Maharatna Central Public Sector Undertaking invites Tenders for Supply of Lunch to Offices as given below.

1. OUR REQUIREMENT:

- 1.1 The Lunch according to the menu given will be prepared at the Contractor's Kitchen, transported to BHEL Offices at Contractor's Cost and served to our staff by the Contractor's Personnel at the following two locations:-
 - 1.1.1 BHEL – Piping Centre (**PC**), New No. 80, Old No. 93, G.N. Road, T.Nagar, Chennai – 600017 (approx. 175 to 225 Plates); and
 - 1.1.2 BHEL – Piping Centre, Engineering Office Complex (**EOC**), Shree Park, No.578, Anna Salai, Teynampet, Chennai – 600006 (approx. 75 to 100 Plates).
- 1.2 A Minimum Ordering Quantity of 250 Nos. of Lunch Plates (both Offices put together) is assured to the Contractor irrespective of the actual number of Lunches consumed per day. However, this minimum ordering quantity could be increased (or) decreased by prior intimation over phone / in writing from BHEL side to the Contractor.
- 1.3 Adequate number of service personnel including a Supervisor should be deployed by the Contractor for serving of Lunch at both the offices.
- 1.4 The Regular and Variety Lunch should be distributed by the Contractor in a warm condition by using **Bain-Marie** to our Staff in the counters as ordered by BHEL on a day-to-day basis at both the locations.
- 1.5 The number of Lunches ordered on a daily basis will be increased (or) decreased by BHEL at any time with prior intimation in oral (or) writing during the entire tenure of Contract.
- 1.6 **REGULAR LUNCH** (including PC & EOC) – 250 to 325 Plates Per Day approximately on ALL WORKING DAYS Except Last Working day of the Week.
 - 1.6.1 Boiled & Raw Rice (Ponni Fine 1st Quality – like Krishna Brand/Kalambur Ponni, etc.) – **450 gms**
 - 1.6.2 Chappathi / Phulkha (Wheat only) – **2 nos. (minimum 30 gms. each)** with Veg. Kurma / Potato Curry / Chenna Kurma / Tomato-Onion Chutney, etc. – **100 ml**
 - 1.6.3 Sambar / Mor Kulambu / Vatha Kulambu / Kara Kulambu, etc. – 150 ml
 - 1.6.4 Rasam – **150 ml**

Place:

Signature of the Bidder

Date:

(Name & Address with Company Seal)



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- 1.6.5 Packed Curd (only reputed brands like Aavin / Hatsun / Nestle / Thirumala / Heritage / Amul etc.) – **100 ml**
- 1.6.6 Veg. Poriyal – **125 gms**
- 1.6.7 Veg. Kootu on Monday, Wednesday & Friday and Sundal / Vadai on Tuesday & Thursday – **125 gms**
- 1.6.8 Pickle (Mango / Lemon / Ginger / Garlic) – 1 Teaspoon or Thuvaiyal on alternate days – **1 Tablespoon**
- 1.6.9 Appalam – 1 No. (Big Size - like Popular / Stag / Ambika / Idhayam Dots / Bindu Brands, etc.)
- 1.6.10 Plantain – 1 No. (Medium Size) (Poovan / Karpooravalli / Rasthali / Green Banana, etc.)
- 1.7 **VARIETY LUNCH** (including PC & EOC) – 250 to 325 Plates Per Day approximately on LAST WORKING DAY of the Week
- 1.7.1 Uthappam / Puri (Wheat) / Adai-Aviyal – 3 Nos. (minimum 30 gms. each) or Rice Pongal / Rava Kitchadi – 150 gms with Onion Chutni / Kara Kostu / Veg. / Chenna Kurma / Potato Curry / Raitha, etc.
- 1.7.2 Variety Rice (Tomato Rice / Puliyocharai / Lemon Rice / Veg.Pulav / Veg.Biriyani, etc.) – 200 gms. with Vegetable Poriyal – 150 gms.
- 1.7.3 Boiled Rice (Ponni Fine 1st Quality – like Krishna Brand / Kalambur Ponni, etc.) – 150 gms.
- 1.7.4 Packed Curd (only reputed brands like Aavin / Hatsun / Nestle / Thirumala / Heritage / Amul etc.) – 100 ml.
- 1.7.5 Rasam – 100 ml
- 1.7.6 Pickle (Mango / Lemon / Ginger / Garlic) – 1 Teaspoon or Thuvaiyal on alternate days – 1 Tablespoon
- 1.7.7 Chips (Potato / Banana / Nenthiram) – minimum 25 gms.
- 1.7.8 Salad (4 Pieces each of any two of the Vegetables – Carrot / Cucumber / Onion / Beetroot, etc.)
- 1.7.9 Plantain – 1 No. (Medium Size) (Poovan / Karpooravalli / Rasthali / Green Banana, etc.).
- 1.8 **All the above items should be prepared with First Quality Fresh Vegetables & Provisions only. No Artificial / Colouring agents should be added in any of the above listed items.**

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- 1.9 **The Contractor has to give a probable menu (preferably in Tamil / English) for the entire week during the last working day of the previous week to BHEL and any change in menu should be intimated in advance by the Contractor to BHEL.**
- 1.10 Stainless Steel Plates, Tumblers, Water Jugs, Water Spoons and Cups will be supplied by BHEL. The cleaning of BHEL Vessels, Tables and Dining Hall used for serving the food will also be BHEL's responsibility.
- 1.11 Presently, the Lunch time is from 12:30 Hrs to 13:30 Hrs. The Lunch will have to be brought and served in the Canteen Halls situated at T.Nagar Office (5th Floor) and Teynampet Office (Ground Floor) of BHEL. The venue may be changed anywhere within Chennai including the Lunch timings at BHEL's discretion with prior intimation in oral (or) writing and the Contractor has to supply Lunch at the new location at no extra cost.
- 1.12 The Contractor will have to ascertain through telephone or cell phone on every working day between 1015 and 1030 Hrs from BHEL office on the number of Lunch Plates to be supplied for the day. If Telephone / Mobile Phone do not work, the Contractor will have to send a messenger to BHEL office to ascertain the above information. On an average, the Lunch Plates per day would vary between 250 to 325 Plates (approximate). The Lunch has to reach BHEL Offices one hour before the start of Lunch time (i.e.) 1130 Hrs at present.
- 1.13 The Contractor has to supply Lunch on all working days. The notified holidays of BHEL will be communicated. **However, on Holidays when minimal staff is working, the Contractor will be requested to supply around 25 to 100 Plates of Regular Lunch (or) the ordered quantity to both the PC & EOC offices.**
- 1.14 The food items are subject to test check at BHEL discretion both at Supplier's Kitchen and BHEL premises by Canteen Managing Committee (CMC) Members (or) BHEL Authorised Personnel **without prior intimation.**
- 1.15 As specified under **Clause 1.6.1 & 1.7.3**, only Ponni Fine – 1st Quality Rice must be used. Any deviation in this regard is not acceptable. The Shortage of Rice (both Boiled & Raw) should not occur at any cost.
- 1.16 In case of shortage or if the food items supplied are of poor/inferior quality, the same should be provided / replaced immediately or else the total cost on account of alternative arrangements made by BHEL to supply Lunch to employees, shall be deducted from the Contractor's running bill.
- 1.17 **In case of shortage (or) the food item supplied is of inferior/poor quality and if the quantity not being brought / replaced immediately, recovery shall be made from the Contractor's running bills, as given below:**
- 1.17.1 **Rs.15/- per item per Plate for each of the Menu as listed under Clause 1.6.1 to 1.6.7 and 1.7.1 to 1.7.5.**
- 1.17.2 **Rs.5/- per item per Plate for each of the Menu as listed under Clause 1.6.8 to 1.6.10 and 1.7.6 to 1.7.9.**

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- 1.18 The bill for every 15 days shall be prepared by the Contractor on the basis of the quantity supplied. A separate register should be maintained by the Contractor for this purpose. Payment will be made for number of Lunches ordered by BHEL (or) served by Contractor whichever is higher.
- 1.19 Bills along with Service Tax and/or VAT, if any shall be prepared and submitted by the Contractor by 16th of the same month and 1st of the succeeding month and payment by NEFT / RTGS only, will be normally made within 10 days from the date of submission of the bill. Service Tax would be reimbursed only on production of payment Challan along with a Self-understanding from the Contractor that the said payment includes the applicable amount for the services rendered to BHEL. Service Tax Remittance by the Contractor and Payment from BHEL would be as per the provisions applicable under the Act.
- 1.20 The Contractor has to comply with all the rules and regulations stipulated by the Government under various enactments like The Minimum Wages Act - 1948, The Payment of Wages Act - 1936, The Employees Provident Fund Act - 1952, The Employees State Insurance Act - 1948, The Payment of Bonus Act - 1965, The Contract Labour Act - 1970, The Child Labour Act - 1986, Food Safety and Standards Act - 2006 etc.
- 1.21 The Basic Price Per Plate as quoted by the Contractor in **Annexure ‘B’** would be **constant/fixed** during the currency of the Contract (i.e.) **for a period of One Year** from the commencement of the Contract and **any request for increase in Basic Price will not be entertained**. However, any change in Service Tax and/or VAT or introduction of any new tax as notified by Govt. of India would be borne by BHEL only with a written request from the Contractor.
- 1.22 **The Total Price Quoted Per Plate (inclusive of all applicable taxes) would only be taken for determining the Successful Bidder (L1) and the Contract will be awarded accordingly.**
- 1.23 The Lunch supplied must be of good and acceptable quality. The menu given in the order shall be diligently followed and if any changes are to be effected, the same shall have BHEL approval.
- 1.24 The Contractor has to identify a responsible person to supervise the serving of food at BHEL premises and to pass on information regarding quality & quantity of food supplied for improvement on a daily basis.
- 1.25 The Contractor's performance will be monitored on a daily / weekly basis and feedback will be given either in oral or written by BHEL for necessary preventive and corrective action.
- 1.26 During the Contract period, if the performance is found unsatisfactory based on the review due to poor quality or/and unhygienic aspect or/and shortage of quantity, BHEL reserve the right of not calling the Contractor for future tenders towards supply of Lunch.

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2. CONTRACT PERIOD:

- 2.1 The Contract for supply of Lunch will be awarded for a period of 12 (Twelve) Months.
- 2.2 If the Contractor's Performance for the supply of Lunch in the entire tenure of Contract is found satisfactory and the same is certified by the Canteen Managing Committee (CMC), the tenure of Contract may be extended for a further period as mutually agreed upon.
- 2.3 The Contract may be terminated by BHEL or withdrawn by the Contractor by giving 30 (Thirty) Days notice on either side.
- 2.4 **In case of poor (or) inferior (or) unhygienic quality of food supplied, the Contractor has to necessarily give a written reply to the letters issued by BHEL, stating the reason for the same. If the poor (or) inferior (or) unhygienic quality of food supplied occurs for the third time during the tenure of the Contract, then BHEL reserves the right to terminate the Contract within 15 (fifteen) days from the date of issue of third letter/notice. Once this Clause (2.4) becomes applicable, Clause (2.3) will not be applicable for termination of Contract for supply of Lunch.**

3. SECURITY DEPOSIT:

- 3.1 A One-Time amount of Rs.4,00,000/- (Rupees Four Lakhs only) towards Security Deposit shall be recovered from the successful Tenderer (L1).
- 3.2 Security Deposit shall be furnished in the form of Demand Draft or Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act.
- 3.3 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 shall be furnished before start of the work and the balance 50% will be recovered from the running bills.**
- 3.4 The Security Deposit will not carry any interest and the same would be returned by BHEL within a month from the date of Closure of the Contract with a due written request from the Contractor.
- 3.5 If the Contractor withdraws the Contract with short notice or discontinues the Lunch supply due to any reason whatsoever, the Contractor is liable to forfeit the entire amount of Security Deposit and the Contractor shall not have any claim whatsoever in this regard.

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4. PRE-QUALIFICATION CRITERIA OF TENDERERS:

- 4.1 Bidder's Average Annual Financial turnover during the last Three Financial Years ending 31st March 2014 should be at least Rs.15 Lakhs (Rupees Fifteen Lakhs only). Copies of Balance Sheets and Profits & Loss Account Statements of last three Financial Years i.e. F.Y. 2011-12, 2012-13 & 2013-14, duly certified by Chartered Accountant and Copies of Acknowledgements of IT Returns of last Three Financial Years i.e. F.Y. 2011-12, 2012-13 & 2013-14 (Assessment Years 2012-13, 2013-14 & 2014-15) shall be furnished.
- 4.2 Bidder shall have experience of having successfully completed similar works during the last Seven Years ending on 28.02.2015 in one of the following ways:-
- 4.2.1 Three Similar Completed Works costing not less than the amount equal to Rs.20 Lakhs for each such Contract (or)
- 4.2.2 Two Similar Completed Works costing not less than the amount equal to Rs.25 Lakhs for each such Contract (or)
- 4.2.3 One Similar Completed Works costing not less than the amount equal to Rs.40 Lakhs for each such Contract.
- (Similar Works shall mean Contract executed for Supply of Lunch / Catering in Offices, Factories, Establishments, etc.)
- 4.3 Bidder shall submit Copies of Work Order(s) / Contract Award Letter(s) and their Work Completion Certificate(s) in support of proof of experience for the similar completed work(s) executed by the Bidder(s) as per Clause 4.2 above. BHEL reserves the right to cross check the documents from the issuing Agency.
- 4.4 Bidder shall have an office in Chennai working 24 x 7 for dealing with day-to-day affairs / booking and to comply with all Statutory Provisions of the Applicable Acts and shall submit a Self-Declaration in their official letter head that they have a full-fledged office in Chennai indicating the present address with contact details.
- 4.5 Bidder must submit a Self-Declaration that no case is pending with the Police / Court against the Proprietor / Firm / Partner / Director or the Company for any Statutory Violation or Non-Compliance of Statutory Provisions of Applicable Acts and that the Bidder has not been suspended / blacklisted by any Organization.
- 4.6 The bids of only those Bidder(s), who are meeting all the above eligibility criteria, will be considered for further evaluation and bids of others will be summarily rejected.

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- 4.7 BHEL reserves the right to visit the Kitchen of the Bidder / Tenderer, any time without prior intimation for assessment with respect to hygiene aspects such as Cleanliness, Storage Facility, Smoke Exhaust System, Water Source, Drainage System, Waste Disposal System, Lighting, Ventilation, Food Preparation & Handling and Quality of Ingredients.

5. **SUBMISSION OF TENDER:**

- 5.1 The Tender shall be submitted in Two parts; i.e. “Annexure ‘A’ – Technical Bid” and “Annexure ‘B’ – Price Bid”. The Bidders who qualify in the Technical Bid are only eligible to participate in the price bid opening.
- 5.2 The Technical Bid – Annexure ‘A’ (along with a copy of the unpriced Price Bid specified as “Quoted” in all the columns) duly signed by the Authorized Signatory of the Bidder in all the Pages, as a token of acceptance of the Tender Terms & Conditions along with Self-Attested copies of Documents as indicated under Clause 4 above. The same shall be put in a separate sealed cover, with superscription on the cover “TECHNICAL BID – CONTRACT FOR SUPPLY OF LUNCH 2015-16 – TENDER REF: BHE:PC:ADMN:LUNCH:2015-16 DATED 00-03-2015”.
- 5.3 The Price Bid – Annexure ‘B’ duly signed by the Authorized Signatory of the Bidder. The rates along with the Applicable Taxes, shall be clearly and legibly written in Figures and in Words. No overwriting on any account is permissible. The same shall be put in a separate sealed cover, with superscription on the cover “PRICE BID – CONTRACT FOR SUPPLY OF LUNCH 2015-16 – TENDER REF: BHE:PC:ADMN:LUNCH:2015-16 DATED 16-03-2015”.
- 5.4 Both the above sealed covers shall be put in a sealed master cover, with superscription on the cover “TENDER FOR CONTRACT FOR SUPPLY OF LUNCH 2015-16 – TENDER REF: BHE:PC:ADMN:LUNCH:2015-16 DATED 16-03-2015” and sent to the following address:

Sr.Manager / HR & Administration
Bharat Heavy Electricals Limited
Piping Centre
New No.80, Old No.93, G.N.Road, T. Nagar, Chennai-600017

- 5.5 The last date for submission of Tender documents for Technical Bids, is Three Weeks from the date of publication as indicated in BHEL Website. Late Tenders will not be accepted and would be summarily rejected. The Technical Bids will be opened day at 14.30 Hours on the due date in the NIT. The date and time of opening of price bids of technically qualified Bidders will be intimated to the qualified Bidders and opened in the presence of them.

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6. SUBMISSION OF BILLS:

- 6.1 The Contractor should submit the Bills for supply of Lunch. Bills submitted should indicate the Service Tax amount separately. However, no interest / damages will be paid by BHEL for any delay in payment of Bills beyond 30(Thirty) days from the date of submission.
- 6.2 All payments will be made through NEFT / RTGS only. The successful Tenderer should provide necessary details in this regard.
- 6.3 Any payment made by BHEL in excess of the rates as agreed by the Contractor shall be deducted from the Bills of the Contractor.
- 6.4 Income Tax will be deducted on payments made, in accordance with the provisions of Income Tax Act.

7. OTHER TERMS AND CONDITIONS:

- 7.1 If a Tenderer expires after submission of his Tender or after the acceptance of his Tender, BHEL may at their discretion, cancel such Tender. If a partner of a firm expires after the submission of the Tender or after the acceptance of the Tender, BHEL may cancel such Tender at their discretion unless the firm retains its character.
- 7.2 If a Tenderer deliberately gives wrong information in his Tender, BHEL reserves the right to reject such Tender at any stage or to cancel the Contract, if awarded and forfeit the Security Deposit and any other money due.
- 7.3 Canvassing in any form in connection with the Tenders submitted by the Contractors who resort to canvassing are liable to rejection.
- 7.4 Should a Tenderer or Contractor or in the case of a firm or company of Contractors / One or more of its Partners / Shareholders / Directors have a relation or relations in BHEL, the Authority inviting Tender shall be informed of the fact along with the offer, failing this BHEL may, at its sole discretion reject the Tender or cancel the Contract and forfeit the Security Deposit.
- 7.5 The successful Tenderer should not sub-contract the part or complete work under this Contract.
- 7.6 The acceptance of the Tender will rest with BHEL which does not bind itself to accept the lowest Tender or any Tender and reserves to itself full rights for the following without assigning any reason whatsoever.
- 7.6.1 To reject any or all of the Tenders.
- 7.6.2 To split up the work amongst Two or more Tenderers.
- 7.6.3 To award the work in part.

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8. **AMENDMENT TO THE TENDER NOTICE:**

8.1 BHEL reserves the right to alter any condition(s), at any time, the Terms and conditions of this Tender Notice, prior to the date of submission of offer by the Tenderer. All corrigenda, addenda, amendments, time extensions, clarifications, etc. (if any) to the above NIT, will be hosted on the above Websites only and will not be published in Newspapers or any other media. Bidders shall regularly visit the above Websites to keep themselves updated. which will be notified to the prospective Bidder.

8.2 For uniformity, the Technical Bid – Annexure-A and Price Bid offer should be submitted ONLY in the prescribed Proforma enclosed.

9. **INSURANCE:**

BHEL will not be liable for any injury / loss of life of the persons engaged by the Contractor in the preparation, transportation of the food items to BHEL office and service in BHEL office premises as per the Contract. A suitable and adequate insurance coverage for them must be arranged by the Contractor at Contractor's cost.

10. **ARBITRATION AND GOVERNING LAW:**

All disputes arising in connection with the Contract shall be settled by mutual consultation. If no agreement is reached the dispute shall be settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules made there under. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of the Unit. The award of the arbitrator shall be final and binding on both the parties. The venue of the Arbitration shall be Chennai, India.

The Award to be given by the Arbitration shall be speaking award. All questions, disputes, differences arising under, out of or in connection with this Contract shall be to the exclusive jurisdiction of Chennai courts.

*****end*****

Place:

Signature of the Bidder

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