



Bharat Heavy Electricals Limited
(A Govt.of India Undertaking)
[POWER PLANT PIPING UNIT]
THIRUMAYAM – 622 507
TAMIL NADU

Tender No: PPPU: WC:12:2001

Tender Notice

Dt. 03.10.2012

Dear Sirs,

Sub:

Two Part Tender Inviting Technical and Price Bid for preparation of meals, breakfast, beverages (tea/coffee/milk), snacks at PPPU-BHEL THIRUMAYAM industrial kitchen and serving to employees for a period of Two years.

Please submit your competitive offer for the following scope of work as per the conditions given in the WORK/RATE SCHEDULE enclosed along with the tender.

- 01.** Scope of work : Procurement of ingredients, preparation of meals, breakfast, beverages (tea/coffee/milk), snacks at PPPU- BHEL THIRUMAYAM industrial kitchen and serving to employees including House Keeping .
- 02.** Duration of Contract : **Two Years**
- 03.** Commencement of Work : Within 15 Days from the date of Letter of Intent.
- 04.** Last Date/Time for receipt of tender : **26.10.2012 at 10.00 Hrs**
- 05.** Date/Time for opening of Technical Bid : **26.10.2012 at 14.00 Hrs**
- 06.** **Pre-Bid Meeting** : **15.10.2012 at 14.00hrs**
- 07.** Date/Time of Reverse Auction/Price Bid Opening : The Bidders who are technically qualified will be called For Reverse Auction / Price Bid Opening. The Date / Time of reverse auction/price bid opening will be intimated to the Qualified Bidders separately.
- 08.** EMD : Rs.2,00,000/- (Rupees Two Lakhs only)
EMD shall be submitted by the Bidder in the form of Demand Draft of Nationalised Bank drawn in favour of Bharat Heavy Electricals Limited, Trichy payable at Trichy.

TENDER SUBMITTED WITHOUT EMD IS LIABLE FOR REJECTION. No Interest shall be allowed on the EMD.

09. SPECIAL INSTRUCTIONS:

- (a) This Tender is subject to 1.General Terms and Conditions-I, 2. General Terms & Conditions-II, 3.Special Conditions, 4.Safety Conditions, 5.Welfare conditions, which are enclosed.
- (b) Bidder should furnish all the General & Technical Details asked in the "TECHNICAL BID". Offers submitted with incomplete and incorrect technical details will be liable for rejection.

- (c) The General Terms & Conditions, Special Conditions, Certificate of compliance and all General & Technical details asked in "TECHNICAL BID" as per **Annexure - A** shall be duly signed and sealed in all pages and placed in a common cover duly superscripting the cover "TECHNICAL BID" and submitted.
- (d) Bidder should furnish the RATE in the enclosed "**PRICE BID**" **Annexure-E** format and the same shall be duly signed and sealed and placed in a separate cover duly superscripting the cover "PRICE BID" and submitted.
- (e) **EMD** should be submitted in a separate cover duly **superscripting the cover "EMD"**
- (f) **Totally there will be 3 Separate covers. One cover for Technical Bid , one cover for EMD and another cover for Price Bid.**
- (g) All the above 3 covers shall be placed in a **common sealed cover and submitted** before the said due date as given above **superscripting the tender No.& Date and Due Date.**
- (h) **Any deviation to this tender terms & conditions and schedules of this tender will lead to total disqualification of the offer submitted**
- (i) At the time of opening of Tender, the representatives should produce the authorization obtained from the authorized signatory of the Bidder specifying the purpose. Also the specimen signature of the representative should be authorized.
- (j) BELATED and incomplete offers will not be accepted.

Thanking You,

G.Sankaravadivelu
Sr. Manager / Contracts
M M Building, First Floor
Power Plant Piping Unit
BHEL -Thirumayam - 622507
Contact No. 94890 93954
Email: gsvvelu@bheltry.co.in

Note:-

1. The offer shall be sent to the above address
2. Pre-Bid meeting will be held at the same above address.

BHARAT HEAVY ELECTRICALS LIMITED
POWER PLANT PIPING UNIT
Thirumayam – 622 507
GENERAL TERMS AND CONDITIONS - 1
TENDER No. PPPU: WC: 12:2001 Dt: 03.10.2012

I. SCOPE OF CONTRACT:

1. Procurement and storage of Standard Quality ingredients required for preparation of food items as per Annexure “B” and Annexure “C”.
2. Preparation of meals, breakfast, beverages (tea/coffee)/ snacks at BHEL, THIRUMAYAM industrial kitchen and serving breakfast/lunch/dinner to **employees** in hot condition at the Canteen Dining Hall / Admin Building Dining Hall and serving beverages / snacks at specified Shop/Office locations inside the Plant as per the Service Timing & Menu details in **Annexure -B**.
3. Requisite skilled & professional manpower along with Supervisor-In-charge are required to be arranged to cook & do the serving of food at Canteen Dining Hall/Admin Building dining Hall (Admin Hall is expected to be ready by Jan-2013). All items will be served by obtaining necessary value of coupons or electronic data card or any other method authorized by BHEL from time to time.
4. Operation and maintenance of all kitchen equipment as per **Annexure – G** is under contractor’s scope and to be returned in good working condition at the end of the Contract. Periodical Stock verification will be done by BHEL and contractor is required to upkeep the equipment.
5. Housekeeping of the food preparation area and the dining hall. The house keeping scope includes, Employing competent persons, bringing branded cleaning materials, hand wash liquid at the Dining halls and other required materials / gadgets for cleaning.
6. The waste food / vegetables and other kitchen waste should be taken out of Factory campus and disposed as per statutory norms and regulation.
7. Periodical Disinfestations/Pest control measures for the Stores/Kitchen/ Dining area including fly catchers as per the agreed norms.

II. ELIGIBILITY CRITERIA

1. The contractor should have his own PF and ESI/Group Insurance codes and also valid TIN number, documentary proof / Xerox copy to be enclosed.
2. He should be a Registered Contractor and should also have PAN Card- documentary proof / Xerox copy to be enclosed.
3. The agency could be a Registered Firm / Private or Public Company registered under company’s Act and a well-established organization in this line of service / business - documentary proof / Xerox copy to be enclosed.
4. The agency should have minimum 3 years’ experience in managing canteen services each with not less than 500 employees (by providing Labour, Material & Service) and should have minimum ONE year experience in Industrial Catering Service. The list of clients, present and past, should be enclosed and contract completion/performance certificate from past client(s) may be furnished as documentary evidence.
5. Documentary evidence for annual turnover for each year in Catering services for the value not less than Rs. 300 Lakhs per annum is to be submitted along with the tender without which the tender is liable for rejection. The turnover in each of the past 3 years shall be Rs 300 Lakhs and above.
A Certificate from certified auditor (CA) incorporating Turnover, PBT for Three financial year (2009-10, 2010-11 and 2011-12), Income Tax assessment order or acknowledgement of Income tax returns filed is/are to be enclosed (3 Years) with Technical Bid.

Place
Date

Signature of the Bidder
(NAME & ADDRESS WITH SEAL)

6. The total number of staff engaged in hospitality and catering service, their professional qualifications and training they have undergone for the last three years may please be furnished. For cooking minimum of 10 catering Diploma Holders / Degree in Hotel Management / Trade Course should be working with the contractors for the last 3 years. CVs of this category and other manpower to be employed for the site work are to be provided.

III. FACILITIES TO BE PROVIDED FOR CATERING SERVICE.

(a) BY BHEL:-

1. Free of rent fully equipped Industrial Kitchen & Dining Hall for **preparation & serving of meals, breakfast, beverages (tea/coffee), snacks at BHEL, THIRUMAYAM Factory.**
2. Vessels, kitchen equipment like wet grinder, vegetable cutting machine etc, Sigrees, dosai plates etc, furniture like dining tables & chairs, service items like plates, kattories and water jugs, tumblers etc., will be provided. The list of available equipment/facilities provided is enclosed in **ANNEXURE – G.**
3. Provision of Electricity, LP Gas, Steam Generator and Water for food preparation. **(Consumption of Electricity and LPG are Chargeable on COST to COST Basis. Prevailing rate applicable for LPG is Rs. 80.58/- per Kg & electricity rate is Rs.9.60/- per kWh will be firm throughout the contract period).**

(b) BY THE CONTRACTOR:-

1. Branded / standard quality of raw materials (Ingredients) required for the preparation of the menu, as per the recipe (matrix will be provided by BHEL to the successful vendor at the time of execution).
2. Required number of qualified, experienced professional manpower for preparation and service of the required food, operation of canteen equipment / facilities like lift / steam generators / cold storage etc.,.
3. Cleaning and Housekeeping materials required for up-keeping of Kitchen, Hand wash and Service area in a hygienic condition.
4. Uniform, safety shoes, hand gloves, head scarf etc, for the staff are to be provided in various work areas depending on the working condition.
5. Facilities / arrangements for periodical Quality checking / Microbiological Test of food and raw materials.

IV. OTHER TERMS

1. The food items are subject to audit check at BHEL discretion both at Kitchen and at Dining halls / Service premises by BHEL authorized Officials. The contractor should have program for monitoring the quality of raw material and food by a designated Officials.
2. Microbiological Test reports are to be furnished by caterer as and when required by BHEL.
3. The caterer should have association with Govt. approved food testing laboratories for conducting food test and the details are to be shared as and when required by BHEL.

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4. In case of shortage / non-supply of food items in time or if the food items supplied are not of expected quality, the total charges on account of alternative arrangements made by BHEL to supply food items to the users shall be deducted from the contractor's running bill. The service timing given in **Annexure B** is to be adhered to without fail and must be neatly arranged and kept ready for service. Timely service is very important and the Contractor shall ensure fresh and hot preparations to all users within the stipulated timings, by all means.
5. The caterer should obtain all necessary licenses of competent/statutory authorities for running canteen services.
6. The caterer should have enough reputed sources for procurement of good standard quality materials (ISI or Agmark only) and ensure proper storage of the same in the dry ration store, refrigerated stores, walk in cooler and hot holding equipment. The contractor shall keep raw material (Dry ration) in stock minimum for 10 days in the premises at all times for adequate supply of all food stuff. BHEL representative will conduct quality/quantity check whenever necessary.
7. Raw materials with stapler clipped packets, nailed wooden boxes or any such kind of packaging which could be hazardous would not be permitted inside the premises.
8. The food items supplied must be of good and acceptable quality. The menu and roaster of menu given in the order must be diligently followed (as per **Annexure- B & C**) and if any changes are to be effected it should have BHEL approval. Any loss, theft, damage or breakage of the items entrusted to the Contractor will be borne by the Contractor. The Contractor will have full responsibility of proper cleaning, up keeping, maintenance of equipment.
9. Custody of the equipment/ vessels etc., handed over by the BHEL. All the items supplied by BHEL at its expense for the purpose of running Canteen services will be company's property for all intents and purposes. The losses due to breakage / theft / damage or loss of any such materials / equipment / fixtures / furniture or damage due to poor and reckless handling shall be recovered from the Contractor at full cost. In regard to natural wear and tear of any such item, the decision of BHEL shall be final and binding on the Contractor.
10. Periodical Cleaning of fans, lights & fittings, exhaust fans, fly catchers and removing of cobweb to be done by the contractor
11. Daily Consumption Report (w.r.t. number of availed Meals/Beverages etc. to be submitted to BHEL authorities.

V. INSURANCE

BHEL will not be liable for any medical attention, injury / loss of life of the persons engaged by the contractor in the preparation, transportation of the food items to BHEL Dining Halls and further service at BHEL Dining Halls as per the contract. A suitable insurance coverage for the staff of caterer shall be arranged by the Contractor at contractor's cost towards compensation of any loss to their workmen as per legal provisions.

VI. EMPLOYEES

1. The caterer shall engage sufficient number of competent employees for running the Dining Hall services. Expenses on account of payment of salary / wages / provisions of food stuffs / food for the Contractor employees / Uniform / Personal Protective Equipment, and other benefits including statutory payments like PF, ESI / Group Insurance coverage, Holiday wages, Gratuity, Bonus, etc., to the employees engaged by the Contractor shall be borne by the caterer himself. The caterer shall have full control over his employees including the right to appoint, determine service conditions, discharge, dismiss, or otherwise terminate their services at any time. The caterer shall be solely responsible for any claim arising out of employment or termination of employment of his employees and for statutory payments.

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2. Presently ESI scheme is not effective in Pudukottai / Thirumayam, so an equivalent health insurance cover shall be provided by the caterer to his staff and the details shall be furnished along with the bid documents. In case, during the contract period if ESI scheme comes into effect, the caterer shall conform to the statutory requirements and any additional cost involved shall be borne by the caterer only.
3. The caterer shall employ such personnel who are medically fit and above the age of 18 only. The company has the right to direct the caterer to remove from the premises such of his personnel who may be physically, hygienically, clinically or medically found to be unfit.
4. The caterer shall comply with the provisions of the Factories Act 1948, Contract Labour (regulation and abolition) Act 1970, ESI Act 1948, Workmen Compensation Act 1923, Employees Provident Fund and Miscellaneous Act 1952, Minimum Wages Act 1948, Payment of Wages Act 1936, Payment of Bonus Act 1965, Payment of Gratuity Act 1972, Tamil Nadu Catering Establishment Act, Tamil Nadu Industrial Establishment, (National & Festival Holidays) Act 1958 and the Rules framed there under or any other Laws and Rules as may be applicable from time to time in respect of the workers engaged by him. The caterer when required by the Company shall produce the registers and records for verification and comply with other directives issued by the company for compliance of the statutory provisions.
5. The contractor shall arrange for issue of uniform and gloves to all his workmen. All workmen shall be issued with Dark **Maroon** colour shirt/pant and colour cap and provided with name plates with clear indication of the contract agency's name & emblem on the shirt.
6. Contractor has to ensure that all statutory payment as per Minimum Wages Act / Payment of Wages Act etc. to be taken care of while quoting. No claim in respect of payment to workmen will be entertained at a later stage. It will be responsibility of contractor to comply with statutory payments to workmen in this regard.

VII. HYGIENE STANDARDS:

- (a) The successful vendor shall produce medical fitness certificate of their workmen from certified medical practitioner before the execution of contract. The Contractor should ensure the personnel hygiene of all of their employees in this contract & ensure periodical medical checkup (once in 3 months) as per the norms of the Factories Act 1948 and OHSAS norms.
- (b) The caterer shall ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record.
- (c) The caterer shall maintain and ensure high standards of hygienic conditions in kitchen and dining area. The service shall consist of preparation and service of food and beverage, handling of sanitation, removal, storage and disposal of waste food from canteen and dining Halls. The contractors shall ensure that garbage removed from the factory premises on a shift basis / daily basis to keep the canteen operations clean and hygienic. The contractor shall procure, store and use the required cleaning materials, at his cost.
- (d) **It is preferred that the activities carried out are to be in line with ISO 9001, ISO 14001, OHSAS 18001 & ISO 22000 requirements.**
- (e) In case of any lapse in the service, quality standards or non-compliance of any standing instruction, contractor shall be penalized accordingly. Complaints or non-compliance if reported, BHEL committee will take the final decision in imposing fine on the Contractor.

VIII. RATE

1. The rates quoted should be valid for 90 days initially from the date of opening of the price bid. The rates of successful bidder should be valid for two years from the date of commencement of the contract.

Place
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2. The rates quoted here should be exclusive of service tax and inclusive of any other taxes & duties levied or to be levied both by Central and State Government Authorities. Such levies should be borne by the Contractor.
3. Service Tax Payment will be reimbursed as per statutory provisions, subject to production of proof of payment / remittances.
4. Contractor has to ensure that all statutory payment as per Minimum Wages Act / Payment of Wages Act etc. to be taken care of while quoting (minimum wages are indicated in Page No.20). No claim in respect of payment to workmen will be entertained at a later stage. It will be responsibility of contractor to comply with statutory payments to workmen in this regard.
5. It is necessary, that the Contractor visit BHEL with prior notice and seeks clarification, if any, before offering the most Competitive Rate for Quality Food and Hygienic Service.

THE QUOTED RATE SHALL BE INCLUSIVE OF:

- a) **Fuel Charges like Electricity, Liquefied Petroleum Gas (LPG) etc.**
- b) Procurement, Storage of raw material and Preparation of food as per the menu.
- c) Serving Charges.
- d) Transportation to Dining Hall or Serving Areas.
- e) Charges towards cleaning of all cooking, storing & serving vessels, plates, katteries, tumblers, water jug and other utensils used for serving food and general cleaning, housekeeping of dining hall ,Kitchen and Wash area etc, on regular basis.
- f) Disposal of canteen waste outside BHEL premises on regular basis and with permission local authorities. The left-over food and the plate wastes after cleaning of vessels should be taken back by the Contractor. Contractor has to declare the method of waste disposal outside the factory premises.
- g) Overhead, administrative costs and applicable taxes other than Service Tax.

IX. PAYMENT:

1. Bills for every month shall be prepared by the contractor on the basis of element wise the quantity supplied(Breakfast/ lunch/ Tea/ Coffee/ Night Tiffin etc.) based on daily consumption of food items by the employees by submitting the proof of supporting documents. All consumers should have been served with all items as per daily menu for effecting payment as per the numbers claimed.
2. The consolidated statements and Bills shall be prepared by the Contractor on the served month and submitted after due certification by the canteen department/HR by 1st week of every succeeding month to FINANCE DEPT. / PPPU and arrangements will be done by the Accounts Dept. for the payment by RTGS/EFT and sent to the Caterer within 3 weeks from the date of receipt of the error free bill.
- 3. The contract rate will be constant during the contract period of Two Years. No rate increase shall be accepted by BHEL whatsoever be the reasons. The quoted rate must be inclusive of all expenditures and all taxes, excluding service tax.**

Place
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X. CONTRACT PERIOD

The Contract period for the catering service will be for 3 months initially and subject to continuous satisfactory performance will be extended for another 21 months Further extension of Contract period shall be mutually agreed. However, the contract may be terminated due to violations or non-performance of the Contract conditions by giving **one month's notice**, by BHEL/ HRM-Canteens. If the contractor terminates from his end, he should also give a minimum **of one month's** notice in advance.

XI. TAXES

As per Income Tax Act – Sec.194 C, while making payment to the caterers, Income tax will be deducted at source from all the Bills from the inception of the date of Contract and till the end period of Contract at the prescribed rates.

The contractor has to register with the Central Excise and get the service tax registration number which should be printed in his letter pad / Monthly invoices. When the service tax becomes payable, only on payment of service tax at the prevailing rates, the subsequent bills will be processed for payment. The Service Tax must be paid by the Contractor and based on the proof; Service Tax will be reimbursed as per legal provisions.

XII. EMD AMOUNT

The quotation must be submitted together with a Demand Draft drawn in favour of Bharat Heavy Electricals Limited, Tiruchirappalli 620 014, on any Scheduled Bank / Nationalized Bank for **Rs.2,00,000/- (Rupees Two Lakhs Only)** towards Earnest Money Deposit (EMD). The Bidder is not entitled for any interest on the deposit nor can he claim any right for award of the contract. The deposit amount shall be forfeited if the Bidder, after opening the price bid, withdraws/modifies from his offer or modifies the terms and conditions thereof or fails to take up the work within 15 Days from Letter of Intent. Earnest Money Deposit shall be returned to all un-successful Bidders after finalizing the tender(s).

XIII. SECURITY DEPOSIT

(a) Security Deposit should be paid by the contractor. Security Deposit shall be collected from the successful Bidder as shown below:

Contract Value Up to Rs.10 Lakhs	: 10%
Above Rs.10 Lakhs up to Rs.50 Lakhs	: 1 Lakh + 7.5% of the amount exceeding Rs.10 Lakhs
Above Rs.50 Lakhs	: 4 Lakhs + 5% of the amount exceeding Rs.50 Lakhs

The Caterer should remit the Security Deposit before start of the work. The EMD amount shall be converted as security deposit and the balance amount shall be remitted.. No interest will be paid to the Caterer for the amount deposited during the period of agreement.

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 contract and the Bidder shall be liable to compensate BHEL for any losses incurred by BHEL. EMD in such cases shall be forfeited. The security deposit shall be refunded within a reasonable time after the date of successful completion of the contract i.e. the Caterer carrying out all obligations / operations as required under the contract agreement.

BHEL reserves the right to appropriate any part or the whole of the amount of the security deposit without prejudice to other claims against this Caterer for losses suffered by BHEL due to failures on the part of the Caterer or due to termination of contract or Caterer becoming disqualified because of liquidation / insolvency or change of composition. The decision of BHEL in respect of such losses, damages, charges, expenses or costs, shall be final and binding on the Caterer and the decision shall not be questionable.

Place
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(b) You may furnish the Security Deposit in any one of the following forms:

- Cash (as permissible under the Income Tax Act)
- Pay Order, Demand Draft in favour of BHEL
- Local cheque of scheduled banks, subject to realization.
- Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).
- Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL and with minimum 30 months validity.
- In order to ensure the genuineness of BG's, the BG's are to be sent directly by the concerned bank through registered post to Senior Manager, Contracts/PPPU, MM building, First Floor, BHEL Thirumayam - 622 507.
- 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 back and with minimum 30 months validity (Covering the contract Period).
- 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 should be remitted (any of the above form) by the vendor before start of work and the balance 50% may be recovered from the running bills.

The security deposit shall not carry any interest.

The Earnest Money paid at the time of tender will be converted as part of the Security Deposit and the balance amount will be collected from the contractor as mentioned above.

Security Deposit shall not be refunded except in accordance with the terms and conditions of contract or tender enquiry. No interest shall be allowed on Security Deposits. BHEL shall not be responsible for any loss of securities, due to liquidation for any other reasons, what-so-ever or any depreciation in the value of the securities while in their charge or for any loss of interest there on.

All compensation or other sums of money payable by the Contractor to BHEL under the terms of this contract or under any other contract with BHEL may be deducted from the Security Deposit or realized by the sale of the securities or from the interest arising there from or from any sums which may be due or may become due to the contractor by BHEL and in the event of this Security Deposit being deducted by reason of such deductions or sale, as aforesaid, the Contractor shall within 7 days thereafter, make good in cash or in securities endorsed as aforesaid, any sum by which the Security Deposit has been reduced.

Important Points to be taken care, while submitting offer

- (a) **THE L1 OFFER WILL BE DECIDED BASED ON THE LOWEST TOTAL COST OF ALL SERVED ITEMS PER MONTH AS PER “ANNEXURE – E” ONLY.**
- (b) **The Items covered under the Annexure-F will not be considered for Price Evaluation for L1 and will be operated occasionally as and when required but it is necessary to furnish the same, so that these rates shall be used while availing required services.** The contractor should submit the details as per under Annexures E & F in the price bid.
- (c) The Bidder should submit the details as per Annexures E & F in the Price Bid.
- (d) The decision of BHEL regarding the bid shall be final and conclusive. BHEL reserves the right to reject any or all the bids at any time without assigning any reason.
- (e) If the performance of the bidder is found to be unsatisfactory for any reason, in any Organization, BHEL reserves the right to reject the bid submitted by bidder.

Place
Date

Signature of the Bidder
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- (f) Should a Bidder find discrepancies or omissions in the tender documents or should there any doubt as to their meaning, he should at once address the authority inviting the tender, for clarification well before the due date, so as to submit his tender in time. (No extension of time shall be given for submission of the tender on any account.)
- (g) Conditional and late tenders, tenders containing prima-facie absurd rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions herein contained and the tenders not in original ARE LIABLE TO BE REJECTED.
- (h) All entries in the tender documents should be in one ink. Erasures and overwriting are not permitted. All cancellations and insertions should be duly attested by the Bidders concerned.
- (i) Rates should be quoted as per the Work / Rate schedule. Rates quoted in any other form will not be accepted and will be rejected.
- (j) Unit rates should be quoted in figures as well as in words for all the items shown in the attached schedule. Wherever there is a difference in the two, **the rates in words will be taken as final.**
- (k) The tender must be signed separately and legibly by Proprietor/Partner /Director of the Firm or by the person holding the Power of Attorney on behalf of the Firm concerned. In the latter case, a copy of Power of Attorney, duly attested by a Notary Public must accompany the tender.
- (l) If a Bidder deliberately gives wrong information in his tender or creates conditions favourable for the acceptance of his tender, the BHEL RESERVES THE RIGHT TO REJECT SUCH TENDER AT ANY STAGE.
- (m) Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
- (n) Canvassing in any form in connection with tenders is strictly prohibited and the tenders submitted by the Contractors who resort to canvassing will be liable for rejection.
- (o) If a Bidder withdraws his offer after submission of the tender or after acceptance of the tender, fails to start the work in accordance with the instructions of BHEL, the Earnest Money deposited by him shall be forfeited and the acceptance given by BHEL for the tender shall be withdrawn.
- (p) The tender schedule and the tender shall be deemed to form an integral part of the contract to be entered into for this work.
- (q) BHEL reserves the right to cancel the tender at any stage.
- (r) EMD given by unsuccessful Bidders will be refunded normally within 15 days of acceptance of award of work by the successful Bidder.
- (s) **BHEL reserves the right to finalize the contract through Reverse Auction/ Price Bid Opening.**
- (t) BHEL reserve the right to negotiate or refloat the tender opened if L1 price is not the lowest acceptable price to BHEL inter-alia other reasons.

Date:
Place:

Signature of the Bidder
with seal & full address

2. GENERAL TERMS & CONDITIONS - II
TENDER No. PPPU: WC: 12:2001 Dt: 03.10.2012

- 1. DEFINITION :-** In these General Conditions of Contract, the following terms shall have the meaning hereby assigned to them, except where the context otherwise requires:-
- (a) The "**Contract**" means, the documents forming the tender and acceptance thereof, together with all the documents referred to therein including general and special conditions to contract. All these documents as applicable taken together shall be deemed to form one contract and shall be complementary to one another.
 - (b) The "**work**" means, the work described in the tender documents in individual work-orders as may be issued from time to time to the contractor by the Officer-In charge within the power conferred upon him including all notified or additional items of works and obligations to be carried out as required for the performance of contract.
 - (c) The "**contractor**" means, the individual Firm or Company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the persons composing the firm or Company or the successors of the firm or company and the permitted assigns of such individual or firm or Company.
 - (d) "The **Officer-In charge**" means, the Officer deputed by the AGM/PPPU, to supervise the work or part of the work.
 - (e) "**Approved**" and "**Directed**" means, the approval or direction of AGM/PPPU, or person deputed by him for the particular purposes.
 - (f) "BHARAT HEAVY ELECTRICALS LIMITED" (herein after referred to as BHEL) shall mean the Board of Directors, Chairman, Executive Director, General Manager or other Administrative Officer of the said Company including Sr. Manager / CONTRACTS / PPPU authorized to invite tenders and enter into contract for works on behalf of the Company.
 - (g) The "**Contract sum**" means, the sum accepted or the sum calculated in accordance with the prices accepted in tender and / or the contract rates as payable to the contractor for the execution of the work during the currency of the contract.
 - (h) A "**week**" means, Seven Days, without regard to the number of hours worked or not worked in any day in that week.
 - (i) A "**day**" means, the day of 24 hours (TWENTY FOUR) irrespective of the number of hours worked or not worked in that day.
 - (j) A "**working day**" means, any day other than that prescribed by the NEGOTIABLE INSTRUMENTS ACT as being a Holiday, and consists of the number of hours of labour as commonly recognized by good employers in the trade in the district where the work is carried out or as laid down in the BHEL regulations.
- 2. HEADING TO THE CONTRACT CONDITIONS:** - The heading to these conditions shall not affect the interpretations thereof.
- 3. WORK TO BE CARRIED OUT:-** The Contract shall, include all labour, materials, tools, plant, equipment and transport which may be required for the execution of the work. The Contractor will be deemed to have satisfied himself as to the nature of the site, local facilities of access and all matters affecting the execution of the work. No extra charges consequent on any misunderstanding in these respects or otherwise will be allowed.
- 4. DEVIATIONS:-** The contractor shall not carry out any work not covered by schedule except in pursuance of the written instructions of AGM/PPPU.,. No such work shall be valid unless the same has been specifically confirmed and accepted by BHEL in writing and incorporated in the Contract.
- 5. ASSIGNMENT OF TRANSFER OF CONTRACT:-** The Contractor shall not without the prior written approval of the BHEL, assign or transfer the contract or any part thereof, or any share, or interest thereon to any other persons. No sum of money which may become payable under the contract shall be payable to any person, other than the contractor unless the prior written approval of the BHEL to the assignment or transfer of such money is given.
- SUB-CONTRACT:-** The Contractor shall not sub-let any portion of the contract without the prior written approval of the BHEL.

Place:
Date:

Signature of the Bidder
with seal & full address

6. **COMPLIANCE TO REGULATIONS AND BY-LAWS:** - The Contractor shall conform to the provisions of any statute relating to the work and regulations and Bye-Laws of any local authority. The Contractor shall be bound to give all notices required by statute regulations or By-Laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.
7. **REFUND OF SECURITY DEPOSIT:-** The Security Deposit mentioned above may be refunded to the Contractor after a period of 6 months on termination or expiry of the contract provided always that the Contractor shall first have been paid the last and final bill and have rendered a "NO DEMAND CERTIFICATE".
8. **ORDERS UNDER THE CONTRACT:-** All orders, notices etc. to be given under the contract shall be in writing, type-script or printed and if sent by registered post to the address given in the tender of the Contract, shall be deemed to have been served on the date, when in the ordinary course they would have been delivered to him. The Contractor shall carry out without delay all orders given to him.
9. **CONTRACTOR'S SUPERVISION:** - The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to the AGM/PPPU., to act in his stead. Orders given to the Contractor's agent shall be considered to have the same force as if they have been given to the Contractor himself.

The Contractor or his accredited agent shall attend when required without making any claim for doing so, either the office of the SR.MANAGER/CONTRACTS/PPPU, or the OFFICER-INCHARGE, to receive instructions.

The AGM/PPPU shall have full powers and without assigning any reason, require the Contractor to immediately cease to employ in connection with this contract, any agent, servant or employee where continued employment is, in his opinion undesirable. The Contractor shall not be allowed any compensation on this account.

10. **LABOUR:** - The Contractor shall remain liable for the payment of all wages or other moneys to his work-people or employees under the payment of Wages Act 1936, Employees Liability Act. 1938, Workmen's Compensation Act 1923 or any other Act or enactment, relating thereto and rules framed, there under from time to time.
11. **PRECAUTIONS AGAINST RISK:** - The Contractor shall be responsible for providing at his own expense for all precautions to prevent loss or damage from any and all risks and to minimize the amount of any such loss or damage and for the necessary steps to be taken for the said purpose.
12. **DAMAGE & LOSS TO PRIVATE PROPERTY & INJURY TO WORKMEN :-** The Contractor shall at his own expense reinstate and make good to the satisfaction of the AGM/PPPU., and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify, the BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL where BHEL is a private person, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise.
13. **LAWS GOVERNING THE CONTRACT:** - The contract shall be governed by the Indian Laws for time being in force.
14. (i) Should a Bidder or a contractor has a dependent/relative or in the case of a partnership firm, any of its partners or dependents of partners employed in BHEL, the authority inviting tenders should be informed of this fact at the time of submission of the tender failing which tender may be disqualified or if such fact subsequently come to light, the contract may be cancelled.
(ii) No BHEL employee and their dependents are eligible to submit their offer against this tender.

Place:
Date:

Signature of the Bidder
with seal & full address

15. CANCELLATION OF CONTRACT FOR CORRUPT ACTS: - BHEL, whose decision shall be final and conclusive, shall without prejudice to any other right or remedy which shall have accrued shall accrue thereafter to BHEL cancel the contract in any of the following cases and the Contractor shall be liable to make payment to BHEL for any loss or damage resulting from any such cancellation to the same extent as provided in the case of cancellation for default.

If the Contractor shall:-

(a) Offer or give or agree to give to any person in BHEL service any gift or consideration of any kind, as an inducement or reward for doing or for bearing to do or for having done or for borne to do any act, in relation to the obtaining or execution of this or any other contract for BHEL service,

OR

(b) Enter in to a contract with BHEL in connection with which commission has been paid or agreed to be paid by him or with his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to BHEL.

OR

(c) Obtain a contract with BHEL as a result of cartel formation of tendering or by non-malafide methods of competitive tendering, without first disclosing the fact in writing to BHEL.

16. CANCELLATION OF CONTRACT FOR INSOLVENCY ASSIGNMENT OF TRANSFER OR SUB-LETTING OF CONTRACT :-

BHEL, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL shall cancel the contract in any of the following cases:

If the Contractor,

(a) being an individual or if a firm any partner thereof shall at any time be adjudged bankrupt or have a receiving order for administration of his estate, made against him or shall take any proceedings for liquidation or composition under any bankruptcy Act or assignment of his effects of composition or arrangement for the benefit of his creditors or purport to do so, or if any application made under any

Bankruptcy Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him on behalf of his creditors

OR

(b) being a Company, shall pass a resolution or the Court shall make an order for the liquidation of its affairs, or a receiver or Manager on-behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or Manager,

OR

(c) Assigns, Transfers, Sub-lets or attempts to assign, transfer or sub-let any portion of the work without the prior written approval of the BHEL.

(d) Whenever BHEL exercise the authority to cancel the contract under this conditions, BHEL may have the work done by any means at the Contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by SR.MANAGER/ CONTRACTS/PPPU which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by AGM/PPPU, or the same shall be recovered from the Contractor by other means.

(e) In case the BHEL carries-out the work under the provisions of this condition the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plants and/or labour provided by the BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the AGM/PPPU., whose decision shall be final and conclusive.

Place:
Date:

Signature of the Bidder
with seal & full address

17. CANCELLATION OF CONTRACT IN PART OF FULL FOR CONTRACTOR'S DEFAULT:

If the Contractor:

- (a) makes default in carrying out the work as directed and continues in that state after a reasonable notice from AGM/PPPU., or his authorised representative ;
- (b) fails to comply with any of the Terms and Conditions of the contract or after reasonable notice in writing with orders properly issued there under ;
- (c) BHEL, may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the contract as whole or in part thereof or only such work order or items of work in default from the contract. Whenever BHEL exercise the authority to cancel the contract as whole or part under this condition BHEL may complete the work at the contractor's risk and cost (as certified by AGM/PPPU., which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL. If the cost exceeds the moneys due to the Contractor under this contract the Contractor shall either pay the excess amount ordered by SR.MANAGER/ CONTRACTS/PPPU or the same shall be recovered from the Contractor by other means. In case the BHEL carries out the work or any part thereof under the provisions of the conditions the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or labour provided by the BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the AGM/PPPU., whose decision shall be final and conclusive.

18. TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR. :-

Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, or if the firm is dissolved or the company is liquidated BHEL shall have the option of terminating the contract without compensation to the Contractor.

- 19. SPECIAL POWER TO TERMINATION:-** If at any time after the award of contract, BHEL shall for any reason whatsoever not require whole or any part of the work to be carried out the AGM/PPPU., shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the fore-closing of the work.

- 20. SUBMISSION OF BILLS BY CONTRACTOR:-** The Contractor at the end of each month shall submit a bill in triplicate detailing the various items of work done during the month supported by the requisitions issued from time to time. The Contractor shall, once in every month, submit to the SM/ CONTRACTS/PPPU, separately details of his claims for the work done by him up to and including the previous month which are not covered by his contract agreement in any of the following respects:

- (a) Deviation from the items provided in the contract documents.
- (b) Extra items / new items of work.
- (c) Items in-respect of which rates have not been settled. He should in addition furnish a clear certificate to the effect that the claims submitted by him as aforesaid cover all his claims and that no further claims shall be raised by him in respect of the work done up to and including the period under report.

- 21. PAYMENT OF BILLS: -** All payments to be made to the Contractor, under this contract shall be through Electronic Fund Transfer within a reasonable time after the certification of bills by the SM/ CONTRACTS/PPPU.

- 22. RECOVERY FROM CONTRACTOR:-** Whenever under the contract, any sum of money, shall be recoverable from or payable by the Contractors, the same may be deducted from or any sum then due or which at any time thereafter may become due to Contractor under the contract or under any other contract with BHEL or from his Security Deposit or he shall pay the claim on demand.

- 23. POST TECHNICAL AUDIT OF WORK AND BILLS:-** BHEL reserves the right to carry out the post-payment Audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc., and enforce recovery of any sum becoming due as a result thereof in the manner provided in the presiding sub-paragraphs. However no such recovery shall be enforced after three years of passing the final bill.

Place:
Date:

Signature of the Bidder
with seal & full address

24. FORCE MEJEURE CLAUSE:- If, at any time during the continuance of this Contract the performance in whole or in part by either party of any obligations under this Contract shall be prevented or delayed by reason of any War, Hostile acts of the public enemy Civil Commotion, Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, Earth Quake etc.) then provided notice of happening of any such event is given by either party to other within 7 days from the date of occurrence therefore neither party shall by reason of such event be entitled to terminate this Contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event, claims for extension of time shall be granted for periods considered reasonable by the Sr.Manager/ CONTRACTS/PPPU subject to prompt notification by the contractor.

25. ARBITRATION: - All disputes between the parties to the contract, arising out-of or relating to the contract, other than those for which the decision of the AGM/PPPU., or Accepting Officer or any other person is by the contract expressed to be final and conclusive shall after written notice by either party to the contract to the other party be referred to the sole Arbitration of Executive Director or other Officers of BHEL appointed as Arbitrator, by the Executive Director of BHEL in his sole discretion. Unless the parties otherwise agree, such reference shall not take place until after the completion, alleged completion or abandonment of the work of the determination of the contract. The venue of Arbitration shall be such a place or places as may be fixed by the Arbitrator in his sole discretion. The award of the Arbitrator shall be final, conclusive and binding on both parties to the contract.

26. SIGNING OF CONTRACT: - Each contract document shall be signed by the Contractor with his usual signature. Contract by partnership of Hindu Joint Family firm, may be signed in the FIRM'S name by one of the Partners or the Karta or Manager as the case may be or by any other duly authorized representative followed by the name and designation of the persons so signing. Contracts by a Company shall be signed with the name of the Company by a person authorized in this behalf and a power of attorney or other satisfactory proof showing that the persons signing the Contract documents on behalf of the Company is duly authorized to do so, shall accompany the contract.

27. STATUTORY REQUIREMENTS:

- (a) All statutory requirements under Minimum Wages Act, 1948, Factories Act 1948, Workmen Compensation Act 1923, Employees Provident Fund and Miscellaneous Provisions Act, 1952, Payment of Gratuity Act 1972, Employee State Insurance Act 1948, Contract Labour (R&A) Act 1970, Payment of Bonus Act 1965, Income Tax Act, Service Tax Act and all other applicable Acts shall be complied with by the Contractor.
- (b) Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.
- (c) Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
- (d) Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and provide a copy of the same to BHEL.
- (e) Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.

28. REGISTERS & RECORDS:- The Contractor shall maintain all registers and records in the proper manner and as required by the regulations of the various authorities concerned and indemnify the Employer from the consequences due to any inaccurate or faulty documentation on the part of the Contractor.

Place:
Date:

Signature of the Bidder
with seal & full address

29. REMOTE TRANSACTIONS:- The Contractor shall agree to and comply with all such terms and conditions as BHEL may prescribe from time to time and shall confirm that all transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centers, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication established by BHEL shall constitute legally binding and valid transactions when done.

30. CHANGE IN CONSTITUTION OF FIRM: - Changes in constitution of firm whenever it is made after submission of application or during currency of the contract, the existing firm has to duly inform the proposed changes to contracting department of BHEL at the appropriate time before the changes in the constitution are made. In case the absence of any such information BHEL is not responsible for the consequences arising out of the absence or suppression of information and the issue / dispute arising out of these changes and the firm is responsible for settling the issue or dispute among themselves (Partners etc) or with the bankers or with any third party. Under the above circumstances when dispute arises and the firm does not inform the change in the constitution of the firm BHEL may reserve its rights for suspending or terminating the contract.

31. Contractor shall watch and safeguard Employer's interests during the performance of the work. The Contractor shall carefully check each consignment with the relevant dispatch documents to ensure correctness of each dispatch and each delivery.

Place:
Date:

Signature of the Bidder
with seal & full address

3. SPECIAL CONDITIONS
TENDER No. PPU: WC: 12:2001 Dt: 03.10.2012

The General terms & conditions of the Contract shall be applicable to the extent that the conditions therein do not supersede these special instructions given below.

- 01.** Any damage to BHEL material due to rough and faulty handling by the caterer's men will have to be made good by the caterer to BHEL. Similarly, if any damage caused to BHEL equipment/installation/property of third party in the course of work by the Caterer' men, the same shall be made good by the Caterer.
- 02.** In case the Caterer fails to operate the contract or comply with any of the contractual obligations, BHEL reserves the right to get the same done at the Caterer's risk and cost by another agency/departmentally apart from recovery of a penalty.
- 03.** The laborers engaged under this contract should not be permitted to stay inside BHEL Works after completing their days' work. It will be the responsibility of the Caterer to take the labourers out of BHEL Works as soon as their day's work is over.
- 04.** A list containing the name of working persons photo, address, age, designation, pay, nature of work is to be furnished immediately on receipt of the contract/work order in triplicate.
- 05.** The work should be carried out in the presence of Caterer's supervisor and prior permission should be obtained from the concerned supervisor and the executing section before starting the work.
- 06.** The Caterer should ensure that the contract workers do not smoke in BHEL Premises and all safety measures should be ensured in Gas cooking systems.
- 07.** Contract workmen shall not indulge in horseplay of any kind inside the plant and they should not act in a manner that would distract the attention of other employees.
- 08.** All necessary personal safety equipments as considered adequate by the officer in-charge shall be made available by the Caterer for use by persons employed on the site and maintained in a condition suitable for immediate use. The Caterer shall take adequate steps to ensure proper use of equipment by those concerned.
- 09.** All safety equipment necessary for the work shall be arranged for, by the contractor at his cost.
- 10.** The Caterer shall execute the contract diligently adhering to the terms and conditions of the contract. In the event of poor performance, suitable action, including delisting, will be initiated as per the terms and conditions of the contract.
- 11.** In case BHEL be held liable for any loss, damage or compensation to third parties arising by the Caterer, such loss, damage or compensation shall be paid by the Caterer to BHEL together with the costs incurred by BHEL on any legal proceedings pertaining thereto.
- 12.** The Caterer is directly responsible for injuries / death of any person employed by him as well as to the third party occupants or other users arising due to accident or otherwise during the contractual period. At any point of time, BHEL will not be responsible for any loss / damage either to the person performing the contractual obligations.
- 13.** Before Commencement of the contract, FORM VIA (Rule25 (2) (vii)) should be filled and after completion of the contract, FORM VI B -Rule 81.3 should be filled in and both forms should be submitted to SM/CONTRACTS / PPU.
- 14.** BHEL reserves the right to extend or foreclose the contract with the mutual consent of the Caterer(s) and BHEL.

Place:
Date:

Signature of the Bidder
with seal & full address

15. The General and Special Conditions of Contract are complementary to each other and where they are in conflict the Special Conditions shall prevail.
16. If a ring formation is suspected, BHEL may reject all offers or retender or call new sources who have not been contacted or responded against this tender.
17. In the event of awarding of work, the performance of the Bidder of contract will be monitored for all categories of work and BHEL reserves the right to initiate suitable action including suspension/foreclosure/termination of the contract.

Place:
Date:

Signature of the Bidder
with seal & full address

4. SAFETY CONDITIONS
TENDER No. PPPU: WC: 12:2001 Dt: 03.10.2012

Tamil Nadu Factories Rules, 1950

Rule 61F: Methods of Work: No process or work shall be carried on in any factory in such a manner as to cause risk of bodily injury.

Rule 61G: Stacking and storing of materials etc.: No materials or Equipment shall be stacked or stored in such a manner as to cause risk of bodily injury.

Rule 61-N and Rule 61- O: Workers to be provided with Personal Protective equipment suitable for the hazards and should be of good quality / have certification by Indian Standard Institute.

Rule 96: Notification of Accidents: Shall be complied with as required in the Factories Act (Section 88 and Section 88A) and Tamil Nadu Factories Rules.

According to ISO 22000, Food safety is a scientific discipline describing handling, preparation, and storage of food in ways that prevent food borne illness. This includes a number of routines that should be followed to avoid potentially severe health hazards.

Food can transmit disease from person to person as well as serve as a growth medium for bacteria that can cause food poisoning. Debates on genetic food safety include such issues as impact of genetically modified food on health of further generations and genetic pollution of environment, which can destroy natural biological diversity. In developed countries there are intricate standards for food preparation, whereas in lesser developed countries the main issue is simply the availability of adequate safe water, which is usually a critical item. In theory food poisoning is 100% preventable. The five key principles of food hygiene, according to WHO, are:

1. Prevent contaminating food with pathogens spreading from people, pets, and pests.
2. Separate raw and cooked foods to prevent contaminating the cooked foods.
3. Cook foods for the appropriate length of time and at the appropriate temperature to kill pathogens.
4. Store food at the proper temperature.
5. Do use safe water and cooked materials.

Date:
Place:

Signature of the Bidder
with seal & full address

5. CONDITIONS RELATED TO THE WELFARE OF LABOURS
TENDER No. PPPU: WC: 12:2001 Dt: 03.10.2012

1. The Minimum Wages as prescribed by the State Government as given below from time to time should be paid to the contract Workers and the Wage and Attendance Registers should be produced to Welfare Section every month.

Sl. No	Category	Minimum Basic Wages per day (Rs)	Minimum DA per Day (Rs)	Total Minimum wages per Day (Rs)	Minimum Basic wages per Month (Rs)	Minimum DA per Month (Rs)	Total Minimum wages per Month (Rs)
1	Un Skilled	123/-	86/-	209/-	3690/-	2238/-	5928/-
2	Semi-Skilled working as Helpers for not less than 2 years in a particular Trade	129/-	86/-	215/-	3870/-	2238/-	6108/-
3	Semi-Skilled-All Trade Certificate holders.	133/-	86/-	219/-	3990/-	2238/-	6228/-
4	Skilled	139/-	86/-	225/-	4170/-	2238/-	6408/-
5	Supervisor	-	-	-	3956/-	2238/-	6194/-

Apart from the above, an additional monthly payment of Rs 2000/- for Unskilled , Rs.2300/- for Semi-Skilled worker and Rs2500/- each for Skilled and Supervisor is to be ensured.

2. If the contractor employs more than twenty employees, he has to obtain Licence to this effect from the Factory Inspectorate and renew the same periodically.
3. He has to have his own PF and ESI Codes and comply with the relevant Acts.
4. The Contractor has to remit PF for his workers for the same amount which he paid as total wages to the employees on monthly basis. He has to remit 13.61% from his side and deduct 12% of Wages from the monthly wages of the employees and a total of 25.61% of monthly wages should be remitted as PF i.r.o. each employee.
5. ESI Payment should be at the rate of 6.5% of monthly wages of the employee. This comprises the contribution at 1.75% of wages from the employee and 4.75% of wages from the contractor, if ESI is not applicable; Group Insurance is to be given to their employees.
6. The Contract workers should be fully aware of safety measures and observe all safety precautions during work. The contractor should also make his own arrangements to provide requisite safety devices to the workers, based on the nature of work. Any accident/incident occurring to his workers in Company's premises should be reported in writing by the Contractor to Safety, Welfare and Line Executive concerned.

Date:
Place:

Signature of the Bidder
with seal & full address

CERTIFICATE OF COMPLIANCE

To

Senior Manager / Contracts
M M Building, First Floor,
Power Plant Piping Unit,
BHEL – Thirumayam-622 507.

Sir,

CANTEEN SERVICES TENDER No: PPPU:WC:12:2001 Dt: 03.10.2012

We have carefully read the tender specifications connected with the above tender and have understood the technical requirements and conditions to the above tender which consists of

1. General Terms and Conditions-I
2. General Terms and Conditions-II,
3. Special Conditions,
4. Safety Conditions,
5. Conditions related to the Welfare of Labours
6. Technical Bid **Annexure-A**,
7. Service Timings and Menu Details **Annexure-B**,
8. Roster of Lunch / Dinner Menu **Annexure-C**,
9. Lunch / Dinner Package Details **Annexure-D**,
10. PRICE BID FOR SERVICE MENU **Annexure-E**,
11. PRICE BID FOR SERVICE MENU **Annexure-F**,
12. Canteen Equipment / Facilities **Annexure-G**.

We agree to carry out the contract tendered at the rates as offered by us in the Price Bid (Rate Schedules) submitted by us and in accordance to the terms and conditions of the subject tender.

If the contract is awarded to us the prices shall be kept firm till the completion of contract.

Draft of _____ Bank bearing No. _____ dated _____ for an amount of Rs. 2,00,000/- (Rupees Two Lakhs only) is enclosed towards EMD.

Place
Date

Signature of the Bidder
(NAME & ADDRESS WITH SEAL)

TECHNICAL BID**ANNEXURE - "A"**

01	Name and full address of the Company / Firm			
1(a)	Name of contact Person			
1(b)	Contact Numbers P & T Mobile No. email ID:			
1(c)	Company Status Registered Society Public Company Private Company			
1(d)	Experience in executing similar Contract in Industrial/Institutional Canteen out of which minimum 1 year in Industrial Canteen (Minimum 3 Years)	2011-12	2010-11	2009-10
1(e)	Annual Turnover Details (Minimum 300 Lakhs)			
1(f)	IT Returns for Past 3 Years (Balance sheet to be enclosed. Summary of Auditor's Certificate for 3 years turn over, PAT/Capital is required.)			
1(g)	Profit Margin of 5% on average (Proof is to be submitted)			
1(h)	Solvency Certificate from the Banker to be Attached			
1(i)	Total No. of Staff (Last 3 Years to be furnished & CVs to be attached- Minimum 10 Nos)	Deg.		
		Dip.		
		Trade Course		
1(j)	Company's Provident Fund No. (Proof to be Attached)			
1(k)	ESI / Group Insurance Regn. No.; (Policy proof to be attached)			
1(l)	Service Tax Regn. No . (Proof to be Attached)			
1(m)	PAN No . (Proof to be Attached)			
1(n)	CST No./TNGST/TIN Nos. (Proof to be Attached)			

Place
DateSignature of the Bidder
(NAME & ADDRESS WITH SEAL)

02	Details of any case or charge under investigation / enquiry / trial against the agency, nor conviction in a Court of law or suspended / blacklisted by any organization on any ground.	
03	List of Clients serviced so far and presently running contracts along with certificates from clients in support of the claims of experience with details of meals supplied per day to be furnished & attached relevant documents. (3 years Certificate to be enclosed)	

04. Profile of manpower deployed in operations:

Category	Name(s)	Qualification	Age	Pay drawn*
Supervisor				
Cook				
Bearer/attendant				
Service Personnel				
House Keepers				

*Pay drawn should be in conformity with the Govt. notification on Minimum Wages Act.

NB :All the above criteria will be evaluated for technical suitability of your offer. Hence you are advised to provide all details without fail. The above details will be subject to verification by our company.

Place :
Date :

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

SERVICE TIMINGS AND MENU DETAILS

ANNEXURE - B

Sl. No.	1	2		3	4	5	6		7	8	9	
Days	Tea/Coffee	Breakfast	Qty.	Tea/Coffee	Lunch	Tea/Coffee	Evening	Qty.	Dinner	Midnight Tea	Mid.Tiffin	Qty.
	05.00-5.15hrs	07.15 hrs- 07.45hrs		09.50-10.00	12.15 hrs-12.45hrs	14.40 to 14.50 hrs	18.00-18.10 hrs		20 .15 to 20.45 hrs	23.15-23.25hrs	02.30-03.00 hrs	
Sunday	Tea/Coffee*	Pongal	100 gm	Tea/Coffee	Meals**	Tea/Coffee	Pkd Mixture	50 gm.	Meals**	Milk/Tea #	Oothappam - 3Nos (1 Nos - 100gm)	300 gm
		Oothappam - 2 Nos	200 gm.									
		White Chana Sundal	100 gm.	Tea/Coffee		140 ml.						
		Tea/Coffee	140 ml.									
Monday	Tea/Coffee*	Pongal	100 gm.	Tea/Coffee	Meals**	Tea/Coffee	Pkd Pakora	50 gm.	Meals**	Milk/Tea #	Iddly - 6 Nos (2 Nos-100gm)	300 gm
		Iddly - 4 Nos	200 gm.									
		Medhu Vada - 2 Nos	50 gm	Tea/Coffee		140 ml.						
		Tea/Coffee	140 ml.									
Tuesday	Tea/Coffee*	Wheat Rava Baath	100 gm.	Tea/Coffee	Meals**	Tea/Coffee	Pkd Karasev	50 gm.	Meals**	Milk/Tea #	Oothappam - 3Nos (1 Nos - 100gm)	300 gm
		Oothappam - 2 Nos	200 gm.									
		Pasipayaru	100 gm.	Tea/Coffee		140 ml.						
		Tea/Coffee	140 ml.									
Wednesday	Tea/Coffee*	Pongal	100 gm.	Tea/Coffee	Meals**	Tea/Coffee	Pkd Mixture	50 gm.	Meals**	Milk/Tea #	Iddly - 6 Nos (2 Nos-100gm)	300 gm
		Iddly - 4 Nos	200 gm.									
		Medhu Vada - 2 Nos	50 gm.	Tea/Coffee		140 ml.						
		Tea/Coffee	140 ml.									
Thursday	Tea/Coffee*	Rava Kichadi	100 gm.	Tea/Coffee	Meals**	Tea/Coffee	Pkd Pakora	50 gm.	Meals**	Milk/Tea #	Oothappam - 3Nos (1 Nos - 100gm)	300 gm
		Oothappam - 2 Nos	200 gm.									
		Thattaipayaru	100 gm.	Tea/Coffee		140 ml.						
		Tea/Coffee	140 ml.									
Friday	Tea/Coffee*	Pongal	100 gm.	Tea/Coffee	Meals**	Tea/Coffee	Pkd Karasev	50 gm.	Meals**	Milk/Tea #	Iddly - 6 Nos (2 Nos-100gm)	300 gm
		Iddly - 4 Nos	200 gm.									
		Medhu Vada - 2 Nos	50 gm.	Tea/Coffee		140 ml.						
		Tea/Coffee	140 ml.									
Saturday	Tea/Coffee*	Pongal	100 gm.	Tea/Coffee	Meals**	Tea/Coffee	Pkd Mixture	50 gm.	Meals**	Milk/Tea #	Oothappam - 3Nos (1 Nos - 100gm)	300 gm
		Oothappam - 2 Nos	200 gm.									
		Brown Chana	100 gm.	Tea/Coffee		140 ml.						
		Tea/Coffee	140 ml.									
	Milk	200 ml.	Note : Sambar and Chutney (Variety) to be served along with the Tiffen items.									
	Tea	140 ml.	SI.No.1 ,3,5,6,8 to be served at shops at Locations.									
	Coffee	140 ml.	SI.No.2,4,7,9 to be served at canteen Dining Hall.									
	Bun	40 gm.										
	Marrie Biscuits	4 Nos										

* Tea and Coffee shall be served with a 60:40 Ratio, while considering the overall cashflow for the given number of persons.

Milk and Tea shall be served with a 40:60 Ratio, while considering the overall cashflow for the given number of persons.

\$ Milk and tea shall be served with a 60:40 Ratio, while considering the overall cashflow for the given number of persons.

Meals** - Refer Annexure - C & D

Date:
Place:

Signature of the Bidder
with seal & full address

ROSTER OF LUNCH / DINNER MENU

DAY	LUNCH	DINNER
SUNDAY	RICE, CHAPPATHI & DHAL FRY, LADIESFINGER SAMBAR, TOMATO RASAM, CURD, SNAKE GUARD KOOTU, APPALAM, PICKLES & PEAS SUNDAL *	RICE, CHAPPATHI & VEG. KURMA, BRINJAL PULI KULAMBU, MYSORE RASAM, CURD, BEETROOT PORIYAL, APPALAM, PICKLES & POTATO BONDA*.
MONDAY	RICE, CHAPPATHI & MIX VEG. SABJI, BRINJAL SAMBAR, MYSORE RASAM, CURD, CABBAGE PORIYAL, APPALAM, PICKLES & MEDHU VADAI (SET)* .	RICE, CHAPPATHI & DHAL FRY, BITTERGUARD SAMBAR, TOMATO RASAM, CURD, BEANS PORIYAL, APPALAM, PICKLES & MEDHU VADAI (SET)*.
TUESDAY	RICE, CHAPPATHI & DHAL FRY RADDISH SAMBAR, LEMON RASAM, CURD, CARROT PORIYAL, APPALAM, PICKLES & BAJJI (SET)*.	RICE, CHAPPATHI & CHANA MASALA, BUTTERMILK KULAMBU, MINT LEAF RASAM, CURD, POTATO KARAKARI, APPALAM, DHALL THUVAIYAL & B.G. SUNDAL*.
WEDNESDAY	RICE, CHAPPATHI & RAJMA SABJI, BRINJAL PULI KULAMBU, PINEAPPLE RASAM, CURD, BEETROOT PORIYAL, APPALAM, PICKLES & POTATO BONDA*.	RICE, CHAPPATHI & DHAL FRY, DRUMSTICK SAMBAR, JEERA RASAM, CURD, AVIAL, APPALAM, PICKLES & MASAL VADAI (SET)*.
THURSDAY	RICE, CHAPPATHI & DHAL FRY BITTERGUARD SAMBAR, TOMATO RASAM, CURD, BEANS PORIYAL, APPALAM, PICKLES & MEDHU VADAI (SET)*.	RICE, CHAPPATHI & RAJMA SABJI, LADIESFINGER SAMBAR, PINEAPPLE RASAM, CURD, SNAKE GUARD KOOTU, APPALAM, PICKLES & PEAS SUNDAL *
FRIDAY	RICE, CHAPPATHI & CHANA MASALA SABJI, BUTTERMILK KULAMBU, MINT LEAF RASAM, CURD, POTATO KARAKARI, APPALAM, DHALL THUVAIYAL & B.G. SUNDAL*.	RICE, CHAPPATHI & DHAL FRY, BRINJAL SAMBAR, LEMON RASAM, CURD, CABBAGE PORIYAL, APPALAM, PICKLES & MEDHU VADAI (SET)* .
SATURDAY	RICE, CHAPPATHI & DHAL FRY, DRUMSTICK SAMBAR, JEERA RASAM, CURD, AVIAL, APPALAM, PICKLES & MASAL VADAI (SET)*.	RICE, CHAPPATHI & MIX VEG. SABJI, RADDISH SAMBAR, TOMATO RASAM, CURD, CARROT PORIYAL, APPALAM, PICKLES & BAJJI (SET)*.

*Peas Sundal (100 gm.), Potato Bonda (50 gm.),
Medhu vadai (set) (50 gm.), Bajji (set) (50gm.), B.G.Sundal (100 gm.)

Date:
Place:

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LUNCH / DINNER PACKAGE DETAILS**ANNEXURE “D”**

S NO	ITEMS FOR LUNCH / DINNER (PACKAGE)	Indicative QTY.	TIME
1	Karnataka Ponni Boiled rice –old and super-fine variety (Minimum of 450 gms cooked rice for each plate)	Lunch: Total-400 Nos. Dinner Total-295 Nos. Menu Pattern for dinner and lunch will be same.	12.15 to 12.45 hrs. (LUNCH) 20.15 TO 20.45 hrs. (DINNER)
2	Sambar OR More Kulambu OR Vathal Kulambu / Puli Kulambu (150 ml) as per Annexure - C		
3	Rasam (150 ml.) as per Annexure - C		
4	Kootu or Poriyal (100 gms.) as per Annexure - C		
5	Curd (Not sour or watery) (150 ml.)		
6	Big size Appalam (10 cm before frying)		
7	Pickle		
ADDITIONAL ITEM FOR LUNCH & DINNER (Rate to be quoted in Annexure - E)			
1	Chappathi Dia 200 mm - 2 Pcs (150gm)		
2	Thoor dhal Fry with Jeeragam (100ml) / Rajma / Chana Masala /Mix Veg. Sabji / Veg. Kurma as per Annexure - C		

INGREDIENTS MATRIX FOR EACH PLATE OF MEALS:

- Rice : Karnataka Ponni Boiled Rice Old fine variety
- Chappathi : 2 Pcs each 75 gm (**Additional item for Lunch & Dinner**) with **100ml of** Thoor dhal Fry with Jeeragam / Rajma / Chana Masala /Mix Veg. Sabji / Veg. Kurma as Per Annexure - C.
- Sambar : For 150 ml. Sambar a minimum of 30 gms of Thoor dhal and 20 gms. of vegetable should be used.
- Poriyal : For one meals min. 100 Gms .of cooked vegetable should be issued.
- Rasam : For 150 ml. minimum 6 grams of Thoor dhal & 10 gms of pepper, Jeeragam & Garlic should be used.
- Curd : For each plate 150 ml. to be issued. Should be of excellent quality and should Not be butter-milk.

Note : The contractor should have a standard matrix (recipe for each menu) & the same shall be adhered to BHEL officials shall make surprise check whether the standard recipe & standard materials are used.

Place
Date

Signature of the Bidder
(NAME & ADDRESS WITH SEAL)

The quantity given is only approximately furnished. There is no minimum order quantity. The supplier should monitor the requirement for each day and decide the quantity for each day.

All items should be sumptuous and rich in quality. No Bengal gram flour to be used for Sambar. If any item of substandard quality is served, proportionate cut will be made from contractor's bill

Minimum quantity of each item in meals to be strictly maintained. If any of the users asks for small excess quantity, supplier should provide the same without indulging into arguments.

The interaction with users should be always courteous and smooth. Only branded sunflower oil such as, Sundrop, Fortune, Goldwinner, Ruchi, Dhara or Aachi should be used for cooking. Palm oil and aginamoto should not be used for any food preparation.

TENTATIVE QUANTITY PER DAY

SL. NO.	FOOD ITEMS	TIMING	TENTATIVE QUANTITY
1	Morning Tea/Coffee	(5:00 - 5:15 Hrs)	200
2	Morning Tiffin	(7:15 - 7:45 Hrs)	400
3	Morning Break Tea with snacks	(9:50 - 10:00 Hrs)	580
4	Lunch	(12:15 - 12:45 Hrs)	400
5	Afternoon Break Tea with snacks	(14:40 - 14:50 Hrs)	580
6	Evening Break Tea with snacks	(18:00 - 18:10 Hrs)	390
7	Dinner	(20:15 - 20:45 Hrs)	295
8	Night Break Tea / Milk	(23:15 - 23:25 Hrs)	380
9	Late Night Tiffin	(2:30 - 3:00 Hrs)	70

Place:
Date:

Signature of the Bidder
(NAME & ADDRESS WITH SEAL)

TENDERNo.PPPU:WC:12:2001Dt: 03.10.2012

PRICE BID FOR SERVICE MENU (inline with Annexure - B)						ANNEXURE - E					
Sl. No.	1	2	3	4	5	6	7	8	9	10	11
Service Timing	05.00 - 5.15 Hrs	07.15 - 07.45 Hrs	09.50 - 10.00 Hrs	12.15 - 12.45 Hrs	12.15 - 12.45 Hrs & 20.15 - 20.45 Hrs	14.40 - 14.50 Hrs	18.00 - 18.10 Hrs	20.15 - 20.45 Hrs	23.15 - 23.25 Hrs	02.30 - 03.00 Hrs	12.15 - 12.45 Hrs & 20.15 - 20.45 Hrs
SERVE ITEM (No. of Serve per Day)	Tea/Coffee** (200)	Breakfast** (400)	Tea/Coffee** (580)	Lunch** (400)	Chappathi with Sabji items** (695)	Tea/Coffee** (580)	Evening Tea/ Coffee & Snacks** (390)	Dinner** (295)	Midnight Tea/Milk** (380)	Mid.Tiffin & Tea/Milk** (70)	Sweet Item \$ (1 No.)
RATE PER SERVE IN RS-PS (A)											
NO OF SERVES PER MONTH (30 Days) (B)	6000	12000	17400	12000	20850	17400	11700	8850	11400	2100	970
TOTAL COST PER SERVE ITEM PER MONTH (A x B)											
TOTAL COST (A X B) OF ALL SERVED ITEMS PER MONTH in FIGURES (1+2+3+4+5+6+7+8+9+10+11) (Rs-Ps)											
TOTAL COST (A X B) OF ALL SERVED ITEMS PER MONTH in WORDS (1+2+3+4+5+6+7+8+9+10+11) (Rs-Ps)											
NOTE:- L1 will be arrived based on the lowest TOTAL COST OF ALL SERVED ITEMS PER MONTH											
Sweet Items \$ - Any one item of these Sweets (Jhangri, Milk Sweet, Laddo, Chandrakala, Sonpapdi and Mysore Pagh of each weighing 50 gms) is to be served along with Lunch & Dinner on Monthly Payment Day on rotational basis.											
" The Quoted Rate should be of excluding Service Tax"											
** - Detailed Menu Items as per Annexure B, C & D											

Date:
Place:

Signature of the Bidder
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PRICE BID FOR SERVICE MENU**ANNEXURE "F"**

Sl. No	NAME OF FOOD	NO.	In Gram / ML	PRICE		PRICE IN WORDS
				Rs	Ps	
1	Keerai VADAI	2	50			
2	MYSORE BONDA	2	50			
3	KARASEVU	1 Plate	50			
4	MIXTURE	1 Plate	50			
5	GROUNDNUT SEED FRY	1 Plate	30			
6	GROUNDNUT SEED AVIAL	1 Plate	40			
7	CURD BATH	1 Plate	150			
8	SAMBAR BATH	1 Plate	150			
9	LEMON BATH	1 Plate	150			
10	COCONUT BATH	1 Plate	150			
11	TOMATO BATH	1 Plate	150			
12	CURD	1 Cup	100			
13	SWEET BUN	1	40			
14	VEG. BRIYANI + ONION PACHADI	1 Plate	150			
15	ICE BUTTER MILK (SUMMER)	1 Cup	150			
TOTAL						

Date:
Place:

Signature of the Bidder
with seal & full address

CANTEEN EQUIPMENT / FACILITIES

ANNEXURE – “G”

S.No.	Description	Qty
1	SS Bain-marie (Food Warmers)	3
2	Electric Rice Boiler	1
3	SS Sigrees with SS pan (Small & Big)	4
4	SS Milk Warming Vessel	1
5	Dosai Plate (Electrical)	2
6	Chappathi Dough Kneading machine	1
7	Wet grinder (12 Lit. Capacity)	3
8	Vegetable Cutting Machine	1
9	Coconut Scraper	1
10	Potato peeler	1
11	Walk in Cooler	1
12	Refrigerator(220 Litres)	1
13	Steam Generator	3
14	R O System	1
15	Digital Scale	1
16	Avery Weighing Scale	1
	TOTAL	26

SI. No.	Description	Qty (Nos.)
1.	SS Dining Table (3 Seater)	150
2.	SS Dining Stools	450
3.	SS Water jugs	100
4.	SS Meals Plate (Rect.)	650
5.	SS Laddle (A4)	30
6.	SS Laddle (A5)	30
7.	SS Tea Can 5 Ltr.	5
8.	SS Tea Can 10 Ltr.	20
9.	SS Tea Can 15 Ltr.	10
10.	Insect Killing Machine	10
11.	Wall Clock	3
12.	Mixee (Preethi)	2
13.	Platform Scale (electrical)	2
14.	SS Vessel (dough)	5
15.	SS Vessel with lid	10
16.	SS Jarani	5
17.	SS Thuduppu	5
18.	SS Basin	10
19.	SS Rice vessel (large size)	8
20.	SS vessel (small size)	10
21.	SS Lid (small)	10
22.	SS Lid (big)	15
23.	SS ANNA KARANDI	10
24.	SS PICKLE SPOON	6
25.	SS Water Tumbler (200 ML)	600
26.	SS Tea Tumbler(150 ML)	600
27.	SS Kattories	2500
28.	SS Bucket (5 Litres)	15
29.	Refrigerator (170 Litres)	2
30.	SS Vessel Small	5
	TOTAL	5280

Date

Place

Signature of the Bidder
With seal & full address

CANTEEN EQUIPMENT / FACILITIES**ANNEXURE – “G”**

S.no.	Description	Quantity
1	SS Working Table	4
2	Low platform trolley	5
3	Floor Cleaning Machine	1
4	SS Steam Rice Boiler	4
5	SS Steam Milk Boiler	1
6	1000 Litres Solar Water Heating System	1
7	SS Service Trolley	5

Date
Place

Signature of Bidder
with seal & full Address