



Bharat Heavy Electricals Limited
(A Govt.of India Undertaking)
POWER PLANT PIPING UNIT
Thirumayam – 622 507
Tamil Nadu
CONTRACTS

Tender Notice

Tender No: PPPU:WC:12:2004

Dt.11.01.2013

Dear Sirs,

Sub:

Two Part Tender Inviting Technical and Price Bid for preparation of Breakfast, Lunch, Dinner & Mid Night Tiffin at Outsourced / Caterer's Kitchen, and serving to Contract Workmen at PPPU-BHEL THIRUMAYAM for a period of One year.

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 : Preparation of Breakfast, Lunch, Dinner & Mid Night Tiffin at Outsourced / Caterer's Kitchen, and Serving to Contract Workmen at PPPU-BHEL THIRUMAYAM including Housekeeping.
02. Duration of Contract : **One Year**
03. Commencement of Work : Within 15 Days from the date of Letter of Intent.
04. Last Date/Time for receipt of tender : **05.02.2013 at 10.00 Hrs**
05. Date/Time for opening of Technical Bid : **05.02.2013 at 14.00 Hrs**
06. **Pre Bid Meeting** : **21.01.2013 at 11.00 hrs**
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.1,00,000/- (Rupees One Lakh only)
EMD shall be submitted by the Bidder in the in the form of Demand Draft of Nationalised Bank drawn in favour of Bharat Heavy Electricals Limited, Thirumayam payable at Thirumayam.

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, 2.Special Conditions which are enclosed.
- (b) Bidder should furnish all the General & Technical Details and details asked in the “**TECHNICAL BID**” enclosed in Annexure - D. Offers submitted with Incomplete and incorrect technical details will be liable for rejection.
- (c) The General Terms & Conditions, Special Conditions and all General & Technical details asked in “**TECHNICAL BID**” as per Annexure - D 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 Annexure- E “**PRICE BID**” format and 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 duly 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) Late and incomplete offers will not be accepted.

Thanking you,

For Bharat Heavy Electricals Ltd.

(G.Sankaravadivelu)
Sr. Manager/Contracts
MM Building First Floor
Power Plant Piping Unit
BHEL - Thirumayam-622 507.
Phone No. 9489093958
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
PPPU - CONTRACTS
Tender No: PPPU:WC:12:2004 Dt. 11.01.2013

SUPPLY & SERVICE OF MEALS AT THE DINING HALLS OF BHEL, TIRUMAYAM
(FOR CONTRACT WORKMEN)

1. GENERAL TERMS & CONDITIONS

I. SCOPE OF CONTRACT:

The menu as per Annexure “A” and as rostered under Annexure “B” shall be prepared at the Caterer’s Kitchen and transported to the Dining Halls of PPPU, THIRUMAYAM.- 620 507 campus at the Caterer’s cost and served in hot condition to BHEL’s contract workmen at the said Dining Hall premises. Requisite manpower along with Supervisor-In-charge is required to be arranged positively to do the serving of food at dining halls. All food items will have to be served by obtaining necessary coupons of value or any other method authorized by BHEL from time to time.

II. ELIGIBILITY CRITERIA :

1. The contractor should have 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. 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.
3. The caterer should have his own Service Tax registration number, documentary proof / Xerox copy to be enclosed.
4. The agency should have minimum 3 years’ experience in managing Industrial / Institutional canteen services each with not less than 300 employees (by providing Labour, Material & Service) in which minimum 6 months Industrial Catering Services is required. 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 average annual turnover for the last 3 Years in Catering services for the value not less than Rs. 35 Lakhs per Annum is to be submitted along with the tender. 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, Balance sheet, is/are to be enclosed (3 Years) with Technical Bid.
6. There should not be any loss during the last 3 years of business.
7. Only those bidders, who are meeting all the above qualifying criteria, will be considered for further evaluation and others will be summarily rejected.

III. FACILITIES TO BE PROVIDED FOR CATERING SERVICE:

(a) BY BHEL:-

1. Free of rent building for service (Dining Hall), Furniture (Dining Tables & Chairs), Fixtures.

Date:
Place:

Signature of the Bidder
with seal & full address

2. Plates, Kattories, water jugs for Breakfast, lunch, Dinner & Midnight Tiffin & SS Tumblers for serving water & Tea/Coffee only will be provided.
3. Electricity will be provided free of cost only for lighting, fans and Bain Marie of caterer in dining hall.
4. Water for washing plates, kattories, water jugs, tumblers and housekeeping of dining hall only,

(b) **BY THE CATERER:-**

1. Branded / Standard quality of raw materials (ingredients) required for the preparation of the menu as per Annexures – **A & B**.
2. Required number of qualified experienced professional manpower for preparation and service of required food etc.
3. Cleaning and housekeeping materials required for up-keeping of Dinning Hall and Service area in a hygienic condition.
4. Supply and serving of potable packaged drinking water for users at dining tables in dining hall / canteen.
5. Uniform, safety shoes, hand gloves, head scarf etc., for staff are to be provided in dining hall / canteen areas depending on working condition.
6. Caterers have their own Kitchen space (Outside the factory premises), cooking equipment, serving vessels including Bain Marie.
7. Cost of raw materials, labour charges for cooking from the Caterer Kitchen and transportation to BHEL dining halls, arranging & serving charges are under caterer's scope only.
8. Washing charges of all vessels used for service, cleaning of dining tables, dining halls & premises including the wash basin, plates, kattories, water jugs etc. are under caterer's scope only(water for washing will be provided by BHEL).
9. Providing sufficient quantity of good quality hand wash liquid in Hand Wash trough.
10. Overhead & other administrative cost.

IV. GENERAL TERMS

- a) The food items are subject to audit check at BHEL discretion both at Supplier's Kitchen and at Dining halls/ BHEL premises by BHEL authorized Canteen - Official.
- b) The total food items should reach our dining halls sharp on time as given in Annexure 'A' without fail and must be neatly arranged and kept ready for service. Timely service is very important and the Caterer shall ensure fresh and hot preparations to all users within the stipulated timings by all means.
- c) The food items supplied must be of good and acceptable quality. The menu given in the order must be diligently followed (as per Annexure- B) and if any changes are to be effected it should have the prior approval of BHEL.
- d) There is no minimum ordered quantity. The Caterer should monitor the trend and bring sufficient number of meals to be supplied for the day.
- e) The caterer should obtain all necessary licenses of competent authority for running canteen services.

Date:
Place:

Signature of the Bidder
with seal & full address

- f) The caterer should procure good standard quality materials (ISI or Agmark only) & ensure good storage of the same in the dry ration store, refrigerated stores, deep freezer and hot holding equipment at Caterer's Kitchen. BHEL representative will conduct quality check whenever & wherever necessary.
- g) The Caterer will have full responsibility of proper upkeep, maintenance (including spares replacement of equipment) and custody of the equipment/ vessels etc, handed over by the BHEL. All the items supplied by the 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 Caterer at full cost. In regard to natural wear and tear of any such item, the decision of the BHEL shall be final and binding on the Caterer.

V. INSURANCE:

BHEL will not be liable for any Medical attendance, injury / loss of life of the persons engaged by the Caterer in the preparation, transportation of the food items to BHEL Dining Halls and further service in BHEL Dining Halls as per the contract. A suitable insurance coverage for staff of Caterer shall be arranged by the Caterer at Caterer's cost.

VI. EMPLOYEES & HYGIENE STANDARDS:

- a) The caterer shall engage sufficient number of competent employees for running the cooking & Dining Hall services.
- b) Expenses on account of payment of salary / wages / provisions for food stuffs / food for the Caterer employees / Uniform / Personal Protective Equipment, and other benefits including statutory payments like PF, ESI, Holiday wages, Gratuity, Bonus, etc., to the employees engaged by the Caterer shall be borne by the caterer himself.
- c) Presently ESI scheme is not applicable for Pudukottai / Thirumayam. So an equivalent health insurance cover shall be provided by the caterer to their staff and the details shall be furnished along with the Bid documents. In Case, during the contract period if the 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.
- d) 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.
- e) The caterer shall not employ in connection with the work any person who has not completed 18 Years of age.
- f) The caterer should bring his employees to BHEL Premises at his/her own cost and risk.
- g) The Caterer shall arrange for issue of uniform and gloves to all his workmen. All workmen shall be issued with Dark green colour shirt/pant and colour cap and provided with name plates with clear indication of the contract Bidder's name & emblem on the shirt.

Date:
Place:

Signature of the Bidder
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- h) The caterer should ensure the personnel hygiene of the workers employed by him and ensure periodical medical checkup as per the norms of the Factories Act 1948 and OHSAS norms.
- i) 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.
- j) 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 main canteen and dining Halls. The Caterers shall ensure that garbage removed from the factory premises on a shift basis / daily basis to keep the canteen operations clean and hygienic. The Caterer shall procure, store and use the required cleaning materials at his cost.

VII. RATE:

- a) The Bidder has to quote rates both in figures and words. The L1 bidder will be decided based on the lowest TOTAL COST OF ALL SERVED ITEMS PER MONTH as per Annexure - E.**

THE QUOTED RATE SHALL BE INCLUSIVE OF:

- i) Procurement, Storage of raw material and Preparation of food are at caterer's kitchen only.
 - ii) Transportation of food items from caterer's kitchen to dining hall or Serving area at BHEL premises.
 - iii) Serving Charges
 - iv) Charges towards cleaning of all vessels plates, kattories, tumblers, water jug and other utensils used for serving food and general cleaning, housekeeping of dining hall and Wash area etc, prior to serving and after serving of food in BHEL premises.
 - v) Disposal of canteen waste outside the BHEL premises & inform to the local authorities. The left-over food and the Plate wastes after cleaning of Vessels should be taken back by the Caterer from dining/serving area.
 - vi) Over head, other administrative costs and applicable taxes other than Service Tax.
- b) The caterer should submit the details called for under Annexure' E' along with the price bid.**
 - c) 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 one year from the date of commencement of the contract.**
 - d) 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 Caterer.**
 - e) Service Tax payment will be reimbursed as per statutory provisions. subject to the productions of proof of payment remittance.**

Date:
Place:

Signature of the Bidder
with seal & full address

- f) Caterer 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 Caterer to comply with statutory payments to workmen in this regards.
- g) It is necessary, that the Caterer visits BHEL with prior notice and seeks clarification, if any, before offering the most Competitive rate for Quality food and Hygienic service.

VIII. PAYMENT:

1. Bills for every month shall be prepared by the Contractor on the basis of element wise the quantity supplied(Breakfast/Lunch/Dinner/Night Tiffin) 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 bills.
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. The service tax must be paid by the Caterer and claimed in every bill by providing payment receipt of service tax.

IX. CONTRACT PERIOD:

**The contract execution period will be for Twelve Months only.
If required BHEL reserves right to extend this subject contract for a further period of 3 (THREE) Months at the same RATE and Terms & Conditions.**

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.

X. 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 Caterer has to register with the Central Excise and get the service tax registration number which should be printed in his letter-head. 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 will be reimbursed to the Caterer on production of proof for payment of the same.

The Caterer should have TIN / TNGST no. under Sales Tax Act and PAN no. of Income Tax and the same should be printed/ mentioned on their Letter head while submitting quotation.

Date:
Place:

Signature of the Bidder
with seal & full address

XI. EMD AMOUNT:

The quotation must be submitted together with a Demand Draft drawn in favour of Bharat Heavy Electricals Limited, Thirumayam 622 507 payable at Thirumayam, on any Scheduled Bank / Nationalised Bank for **Rs.1,00,000/- (Rupees One Lakh 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 one week of awarding the contract. Earnest Money Deposit shall be returned to all un-successful Bidders after issuing the LOI to the successful Tenderer.

XII. 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.

(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.

Date:
Place:

Signature of the Bidder
with seal & full address

- 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 duration 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 by the vendor (any of the above form) before start of the work and the balance 50% may be recovered from the running bills.

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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 of Security Bond or Agreement. 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) 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).
- (b) 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.
- (c) 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.
- (d) Rates should be quoted as per the Work / Rate schedule. Rates quoted in any other form will not be accepted and will be rejected.
- (e) 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.**

Date:
 Place:

Signature of the Bidder
 with seal & full address

- (f) The tender must be signed separately and legibly by 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.
- (g) 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.
- (h) Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
- (i) Canvassing in any form in connection with tenders is strictly prohibited and the tenders submitted by the Caterers who resort to canvassing will be liable for rejection.
- (j) 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.
- (k) The tender schedule and the tender shall be deemed to form an integral part of the contract to be entered into for this work.
- (l) BHEL reserves the right to cancel the tender at any stage prior to finalisation.
- (m) EMD given by unsuccessful Bidders will be refunded normally within 15 days of acceptance of award of work by the successful Bidder.
- (n) BHEL reserves the right to finalise the contract through Reverse Auction or Price Bid Opening.**
- (o) BHEL RESERVES 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. SPECIAL CONDITIONS

- 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 Caterers' men, the same shall be made good by the Caterer.
- 02.** In case of non-fulfillment of quality standard the risk purchase clause would be operated and BHEL would engage alternate arrangement of catering services at the cost of contractor.
- 03.** The labourers 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 person's photo, address, their 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.
- 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 Caterer 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.** The Caterer 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

Place:
Date:

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12. 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.
13. 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.
14. 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 **SDGM / HR - PPPU**.
15. BHEL reserves the right to extend or foreclose the contract with the mutual consent of the Caterer(s) and BHEL.
16. The General and Special Conditions of Contract are complementary to each other and where they are in conflict the Special Conditions shall prevail.

Place:
Date:

Signature of the Bidder
with seal & full address

3.CONDITIONS RELATED TO THE WELFARE OF LABOURS
TENDER No: PPPU:WC:12:2004 Dt. 11.01.2013

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.

- 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.
- He has to have his own PF and ESI Codes and comply with the relevant Acts.
- 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.
- 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 workmen.
- 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 Tenderer
with seal & full address

4. SAFETY CONDITIONS
TENDER No. PPPU: WC: 12:2004 Dt: 11.01.2013

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

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:12:2004 Dt: 11.01.2012

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,
2. Special Conditions,
3. Conditions related to the Welfare of Labours
4. Safety Conditions
5. Menu Details & Timings **Annexure-A,**
6. Roster of Lunch / Dinner Menu **Annexure-B,**
7. Service Timings & Menu Details **Annexure-C,**
8. TECHNICAL BID **Annexure-D,**
9. PRICE BID FOR SERVICE MENU **Annexure-E,**

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.

As per the Terms & Conditions of the contract if BHEL wishes to extend this subject contract for further period of 3 (THREE) Months beyond the contract period, we also agree to continue our canteen services at the same Rate and Terms & Conditions for this extension period.

Draft of.....Bank bearing No.....dated.....for an amount of Rs. 1,00,000/- (Rupees One Lakh only) is enclosed towards EMD.

Date:
Place:

Signature of the Bidder
(Name & Address with seal)

ANNEXURE 'A'**MENU DETAILS & TIMINGS**

S NO	ITEMS FOR MEALS	Indicative QTY. Per DAY	TIME
1	Karnataka Ponni Boiled rice –old and super-fine variety (Minimum of 600 gms cooked rice for each plate)	Total- 275 Nos. PPPU / Thirumayam dining hall	12.30 to 13.15 hrs. (LUNCH – 180 Nos)
2	Sambar OR Butter Milk Kulambu OR Vathal Kulambu (150 ml)		
3	Rasam (PEPPER&JEERAGAM, TOMATO, PINE APPLE) (150 ml.)		21.00 TO 21.30 hrs. (DINNER – 95 Nos)
4	Kootu or Poriyal (100 gms)		
5	Curd (Not sour or watery) (150 ml.)		
6	Big size Appalam (100 mm before frying)		
7	Pickle-Any variety		

INGREDIENTS MATRIX FOR EACH PLATE OF MEALS:

- Rice : Karnataka Ponni Boiled rice Old fine variety
- 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.

Special conditions with respect to Menu

Quantity mentioned is only indicative of daily consumption. This is likely to vary.

The detailed menu roster for each day is attached. (**Annexure B**). The menu is to be followed in Toto. Small changes/adjustments should be made on the request of BHEL on the same rates agreed. For e.g. Butter milk Kulambu to be provided in place of Puli Kulambu. Aviyal to be provided in place of kootu. In case such small adjustments are required for the supplier, prior approval from BHEL authorities to be obtained.

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.

Date:
Place:

Signature of the Bidder
(Name & Address with seal)

No Bengal gram flour to be used for Sambar. If any item of substandard quality is served, proportionate cut will be made from Caterer's bill

Minimum quantity of each item in meals to be strictly maintained. If any of the users asks for additional 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 Tiffin	(7:15 - 7:45 Hrs)	180
2	Lunch	(12:15 - 12:45 Hrs)	180
3	Dinner	(20:15 - 20:45 Hrs)	95
4	Late Night Tiffin	(2:30 - 3:00 Hrs)	25

Date:
Place:

Signature of the Bidder
(Name & Address with seal)

SUPPLY OF MEALS BY CATERER TO PPPU, THIRUMAYAM.- 620 507

ROSTER OF MENU

DAY	LUNCH	DINNER
MONDAY	RICE, BRINJAL SAMBAR, MILAGU RASAM, CURD, CABBAGE PORIYAL, APPALAM & PICKLES	RICE, BITTERGUARD SAMBAR, TOMATO RASAM, CURD, BEANS PORIYAL, APPALAM & PICKLES
TUESDAY	RICE, RADDISH SAMBAR, TOMATO RASAM, CURD, CARROT PORIYAL, APPALAM & PICKLES	RICE, BUTTERMILK KULAMBU, PINE APPLE RASAM, CURD, POTATO KARAKARI, APPALAM & DHALL THUVAIYAL
WEDNESDAY	RICE, BRINJAL PULI KULAMBU, PINE APPLE RASAM, CURD, BEETROOT PORIYAL, APPALAM & PICKLES	RICE, DRUMSTICK SAMBAR, MILAGU RASAM, CURD, AVIAL & APPALAM, PICKLES
THURSDAY	RICE, BITTERGUARD SAMBAR, MILAGU RASAM, CURD, BEANS PORIYAL, APPALAM & PICKLES	RICE, LADIESFINGER SAMBAR, TOMATO RASAM, CURD, SNAKE GUARD KOOTU, APPALAM & PICKLES
FRIDAY	RICE, BUTTERMILK KULAMBU, TOMATO RASAM, CURD, POTATO KARAKARI, APPALAM & DHALL THUVAIYAL	RICE, BRINJAL SAMBAR, PINE APPLE RASAM, CURD CABBAGE PORIYAL, APPALAM & PICKLES
SATURDAY	RICE, DRUMSTICK SAMBAR, PINE APPLE RASAM, CURD, AVIAL & APPALAM, PICKLES	RICE, RADDISH SAMBAR, MILAGU RASAM, CURD CARROT PORIYAL, APPALAM & PICKLES
SUNDAY	RICE, LADIESFINGER SAMBAR, MILAGU RASAM, CURD, SNAKE GUARD KOOTU, APPALAM & PICKLES	RICE, BRINJAL PULI KULAMBU, TOMATO RASAM, CURD, BEETROOT PORIYAL, APPALAM & PICKLES

Pickles type - Lemon, Mango, Chilly, Kadarangai etc.

Date:
Place:

Signature of the Bidder
(Name & Address with seal)

SERVICE TIMINGS AND MENU DETAILS				ANNEXURE - C		
Sl. No.	1		2	3	4	
Days	Breakfast	Qty.	Lunch	Dinner	Mid.Tiffin	Qty.
	07.15 - 07.45hrs		12.15 -12.45hrs	20 .15 - 20.45 hrs	02.30-03.00 hrs	
Sunday	Pongal	100 gm	Meals**	Meals**	Oothappam - 3Nos (1 Nos - 100gm)	300 gm
	Oothappam (2 Nos)	200 gm.			Tea/Milk \$	140/200 ml
	White Chana Sundal	100 gm.				
	Tea/Coffee	140 ml				
Monday	Pongal	100 gm.	Meals**	Meals**	Iddly - 6 Nos (2 Nos-100gm)	300 gm
	Iddly (4 Nos)	200 gm.			Tea/Milk \$	140/200 ml
	Medhu Vada (2 Nos)	50 gm				
	Tea/Coffee	140 ml				
Tuesday	Wheat Rava Baath	100 gm.	Meals**	Meals**	Oothappam - 3Nos (1 Nos - 100gm)	300 gm
	Oothappam (2 Nos)	200 gm.			Tea/Milk \$	140/200 ml
	Pasipayaru	100 gm.				
	Tea/Coffee	140 ml				
Wednesday	Pongal	100 gm.	Meals**	Meals**	Iddly - 6 Nos (2 Nos-100gm)	300 gm
	Iddly (4 Nos)	200 gm.			Tea/Milk \$	140/200 ml
	Medhu Vada (2 Nos)	50 gm.				
	Tea/Coffee	140 ml				
Thursday	Rava Kichadi	100 gm.	Meals**	Meals**	Oothappam - 3Nos (1 Nos - 100gm)	300 gm
	Oothappam (2 Nos)	200 gm.			Tea/Milk \$	140/200 ml
	Thattaipayaru	100 gm.				
	Tea/Coffee	140 ml				
Friday	Pongal	100 gm.	Meals**	Meals**	Iddly - 6 Nos (2 Nos-100gm)	300 gm
	Iddly (4 Nos)	200 gm.			Tea/Milk \$	140/200 ml
	Medhu Vada (2 Nos)	50 gm.				
	Tea/Coffee	140 ml				
Saturday	Pongal	100 gm.	Meals**	Meals**	Oothappam - 3Nos (1 Nos - 100gm)	300 gm
	Oothappam (2 Nos)	200 gm.			Tea/Milk \$	140/200 ml
	Brown Chana	100 gm.				
	Tea/Coffee	140 ml				

\$ 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 - A & B

Note: Sambar and Chutney (variety) to be served along with BREAKFAST and MID NIGHT TIFFIN items.

Date:
Place:

Signature of the Bidder
(Name & Address with seal)

TECHNICAL BID

ELIGIBILITY CRITERIA

01	PF / ESI / Group Insurance Regn. No. (Proof to be Attached)	PF : ESI : GI:		
02	PAN No. (Proof to be Attached)			
03	TIN / TNGST / CST No. (Proof to be Attached)			
04	Service Tax Regn. No. (Proof to be Attached)			
05	Company Status (Private / Public / Proprietor / Registered) (Proof to be attached)			
06	Minimum 3 Years Industrial / institutional catering experience in which minimum 6 months Industrial Catering Services is required. (by providing material, labour & service etc.) each with not less than 300 employees. Copy of certificates with client data to be attached.	Attached	Not Attached	
07	Average Annual Turnover for the last 3 years (Minimum 35 Lakhs) (Proof to be Attached)			
08	Certificate from certified auditor(CA) incorporating Turnover, PBT, Balance Sheet for 3 financial years (2009-10, 2010-11 & 2011-12) (Proof to be Attached)	2009 - 10	2010 - 11	2011 - 12
		Attached	Attached	Attached
		Not Attached	Not Attached	Not Attached
09	Income Tax assessment order or acknowledgement of Income Tax Return for 3 financial years (2009-10, 2010-11 & 2011-12) (Proof to be Attached)	2009 - 10	2010 - 11	2011 - 12
		Attached	Attached	Attached
		Not Attached	Not Attached	Not Attached
10	Profit Margin for 3 financial years (2009-10, 2010-11 & 2011-12) (Proof to be Attached)	2009 - 10	2010 - 11	2011 - 12

All the eligibility criteria is to be fulfilled for the qualification of caterers, those bidders not qualified technically as said above will summarily rejected.

Place
Date

Signature of the Bidder
(NAME & ADDRESS WITH SEAL)

TECHNICAL DETAILS

01	Name and full address of the Company / Firm	
02	Name of contact Person	
03	Contact Numbers P & T: Mobile No. email ID:	
04	Solvency Certificate from the Banker to be Attached	
05	Name and Address of Branch Office (if any) with Phone No., Email & Fax No.	
06	Brand Name of raw materials used in food preparation. Brand name of Rice used Brand name of Edible Oil used Brand name of Dhalls & Pulses Place of Vegetables Purchased	
07	Hygienic Status: Name of the Pest Control used. Other measures taken to maintain the upkeep of kitchen/surroundings. (HSE/OHSAS Audit report if any – copies to be attached)	
08	Catering capacity and experience in preparing food in various locations put together. No. of Breakfast per day.----- No. of Lunch per day.----- No. of Dinner per day.----- (Copies of contract letters to be attached)	
09	Availability of Vehicles for Transportation of Catering & other services in time. Own / Leased	

Date:
Place:

Signature of the Bidder
(Name & Address with seal)

10	Fuel used for Cooking in the Kitchen	
11	Name of other Equipments details used like: Bain-marie Salamander Chef-in-dish and Micro Oven (CATERER has to arrange his own Bain- marie 1 no in the BHEL/PPPU-Canteen Dining Hall)	
12	Minimum Crew Strength required for our Canteen Dining Services. (To be ensured by the Caterer)	Breakfast & Lunch – 12 Personals Dinner -- 10 Personals Midnight Tiffin -- 3 Personals
13	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 by any organization on any ground.	

Date:
Place:

Signature of the Bidder
(Name & Address with seal)

ANNEXURE - E

PRICE BID FOR SERVICE MENU (inline with Annexure - C)				
Sl. No.	1	2	3	4
Service Timing	07.15 - 07.45 Hrs	12.15 - 12.45 Hrs	20 .15 - 20.45 Hrs	02.30 - 03.00 Hrs
SERVE ITEM (No. of Serve per day)	Breakfast** (180)	Lunch** (180)	Dinner** (95)	Mid.Tiffin & Tea/Milk** (25)
RATE PER SERVE IN RS-PS (A)				
NO OF SERVES PER MONTH (30 Days) (B)	5400	5400	2850	750
TOTAL COST PER SERVE ITEM PER MONTH (A x B)				
TOTAL COST (A X B) OF ALL SERVED ITEMS PER MONTH in FIGURE (1+2+3+4) (Rs-Ps)				
TOTAL COST (A X B) OF ALL SERVED ITEMS PER MONTH in WORDS (1+2+3+4) (Rs-Ps)				
NOTE:- L1 will be arrived based on the lowest TOTAL COST OF ALL SERVED ITEMS PER MONTH				
" The Quoted Rate should be of excluding Service Tax"				
** - Detailed Menu Items as per Annexure A, B & C				

Place:
Date:Signature of the Bidder
(NAME & ADDRESS WITH SEAL)