



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

TCN - 03

Ref: PSER:SCT:SLB-M1837:TCN-03

Date: 27/07/17

Sub	Tender change notice (TCN) - 03	
Job	Preparation and serving of lunch and tea for BHELPSER at BHEL BHAWAN	
Ref	1.0	Tender no PSER:SCT:SLB-M1837:17
	2.0	BHEL's NIT, vide ref no PSER:SCT: SLB-M. M1837: 5788 Date:30-06-2017
	3.0	BHEL's TCN-01 ref no PSER:SCT:SLB-M1837:TCN-01 dated 11-07-2017
	4.0	BHEL's TCN-02 ref no PSER:SCT:SLB-M1837:TCN-02 dated 21-07-2017
	5.0	Other references (if any).

With reference to above, following points, relevant to tender, may please be noted and complied with while submitting offer.

- 1.0 Due date of submission of offer is extended from 28-07-2017 to 31-07-2017 (15-00 hrs). Bidders are requested to submit their offer by extended due date positively.
- 2.0 **SCOPE, SPECIAL TERMS AND CONDITIONS OF THE CONTRACT (SECTION-II) R-02** doc attached superceding previous **SPECIAL TERMS AND CONDITIONS OF THE CONTRACT (SECTION-II) – R-01** doc issued alongwith TCN-01(Revision done wrt changes in Taxes and duties , Payment Terms, etc). For details bidders to refer - **SCOPE, SPECIAL TERMS AND CONDITIONS OF THE CONTRACT (SECTION-II) R02** doc attached with this TCN-03.
- 3.0 Revised 'No deviation certificate' is attached. Bidder to submit 'No deviation certificate' as per attached Format only.
- 4.0 All other terms & conditions shall remain unchanged.

Thanking you,

Yours faithfully,
for BHARAT HEAVY ELECTRICALS LTD

Dy Mgr (SCT)

Encl

- 1.0 Revised 'No deviation certificate' format.

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960 फोन/Phone : बोर्ड/EPABX : 23211798/ 1691

FORMAT FOR NO DEVIATION CERTIFICATE
(To be submitted in the bidder's letter head)

BHARAT HEAVY ELECTRICALS LIMITED,
Power Sector - Eastern Region,
Plot no 9/1, DJ Block, Sector – II, Salt Lake City,
Kolkata – 700 091

Sub	No Deviation Certificate.	
Job	Preparation and serving of lunch and tea for BHELPSER at BHEL BHAWAN	
Ref	1.0	Tender no PSER:SCT:SLB-M1837:17
	2.0	BHEL's NIT, vide ref no Ref: PSER:SCT: SLB-M. M1837: 5788 Date:30-06-2017
	3.0	BHEL's TCN-01, vide reference no PSER:SCT: SLB-M1837:TCN-01, dated 11-07-2017
	4.0	BHEL's TCN-02, vide reference no PSER:SCT: SLB-M1837:TCN-02, dated 21-07-2017
	5.0	BHEL's TCN-03, vide reference no PSER:SCT: SLB-M1837:TCN-03, dated 27-07-2017
	6.0	All other pertinent issues till date.

Dear Sirs,

With reference to above, this is to confirm that as per tender conditions, we have visited site before submission of our offer and noted the job content & site conditions etc. We also confirm that we have not changed/ modified the tender documents as appeared in the website/ issued by you and in case of such observance at any stage, it shall be treated as null and void.

We hereby confirm that we have not taken any deviation from tender clauses together with other references as enumerated in the above referred NIT. We hereby confirm our unqualified acceptance to all terms & conditions, unqualified compliance to technical specification, integrity pact (if applicable) and acceptance to reverse auctioning process.

In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null & void.

We confirm to have submitted offer in accordance with tender instructions and as per aforesaid references.
Thanking you,

Yours faithfully,

(Signature, date & seal of authorized
representative of the bidder)



BHARAT HEAVY ELECTRICALS LIMITED

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POWER SECTOR EASTERN REGION:HQ,

Plot No.DJ-9/1,Sector-II, Karunamoyee

Salt Lake City, Kolkata - 700 091

JOB: SUPPLY AND SERVING OF LUNCH INCLUDING TEA AND SNACKS FOR BHEL,PSER KOLKATA

SECTION-II

SCOPE, SPECIAL TERMS AND CONDITIONS OF THE CONTRACT(R-02)

Following are the scope, special terms and conditions of the contract.

1.0	Scope
1.1	The Bidder shall supply and serve lunch, tea and snacks in hygienic manner at BHEL Bhawan, DJ 9/1 Block, Salt Lake, Sector-II, Kolkata-700 091.
1.2	The Bidder shall be solely responsible for procurement of Raw Materials of the specified standard and brand as in Clause 3.2.0.
1.3	The Bidder shall arrange tools and tackles, manpower, machines, utensils, Refrigerator, gas oven, gas cylinders for warming up of lunch, tea & snacks and serving the same at BHEL Bhawan, DJ 9/1 Block, Salt Lake, Sector-II, Kolkata-700 091.
1.4	The Bidder shall be responsible for maintenance and cleaning of all cooking and serving utensils in Hygienic manner using boiled water and detergent.
1.5	The Bidder, on the basis of requisition, shall arrange and supply packed Lunch packets/snacks from variously Restaurants / Hotels on need basis.
1.6	The Bidder shall also prepare special lunch / Snacks based on requirement and requisition raised in advance. Rate of special lunch / Snacks would be approved by the BHEL Officer In-Charge.
1.7	The Bidder shall arrange sealed packed Curds of Dairy Manufacturer i.e. M/s Mother Dairy or other manufacturers of repute, which shall be approved by BHEL.
1.8	The Bidder shall be also responsible for getting raw materials like rice, masala, edible oils etc and cleanliness of Kitchen, store, prepared foods or any other items would be inspected by a person or persons authorized by BHEL regularly. For purpose of inspection, the Bidder shall keep Inspection Register.
1.9	The Bidder shall be responsible for maintaining overall quality and hygiene of the services to be provided to the satisfaction of BHEL.
1.10	The Bidder shall also provide special catering service as per requisition for various meetings/ Conference / Training Programme or any other social function to held at BHEL Bhawan or other premises under control of BHEL.
1.11	The Bidder shall be responsible for preparation and supply of snacks for Flag Hoisting ceremony i.e. on 01 st Jan (BHEL Day), 26 th January (Republic Day) and 15 th August (Independence Day) or on holidays, if required. The payment for such service will be made on quoted rates / the items and rates decided mutually.
1.12	Day wise Menu for Lunch shall be given to the contractor on start of work.
1.13	The menu for lunch (day-wise) will be changed in regular intervals by the Administration Section based on recommendation of Canteen Committee. Any change in Menu's composition shall be communicated to the Bidder by Officer In-charge.
1.14	Serving time for lunch shall be 13:00 to 13:30 Hrs on working days.
1.15	Serving time for Tea shall be 10:00 Hrs and 15:30 Hrs on working days.
1.16	Approximately quantity of lunch varies from 250 to 300 on working day. However, this quantity solely depends on attendance of employees, guests, and other officials.
1.17	The Bidder's employees shall be solely responsible for collection of food coupons while serving of tea / Lunch and estimating the lunch and tea quantity.
1.18	The Bidder may be required to supply and serve the evening snacks for the employees at the rate approved by the BHEL Officer-Incharge.
2.0	Measurement of the job and Payment to the Bidder :
2.1	Quoted Rate shall be inclusive all materials, employees' salary/ wages, cost of uniforms, utensils for preparing and serving one (01) no. lunch including two (02) nos Tea .
2.2	The Bidder shall be paid cost of coupon as per quoted rates.



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2.3	Measurement of Lunch and tea shall be based on the Number of Specified Meal Coupon. One Specified meal coupon comprise of supply of one no. lunch and two nos tea (s) as per standard.
2.4	Reimbursement of cost of Curd (100g) shall be made as per actual consumption.
2.5	Cost of Curds (100 gm sealed pack of M/s Mother Dairy or its equivalent approved brand) shall be decided after deducting Rs. 0.25 as discount on Printed Price on the product. The consumption of Curd/Dahi shall be recorded daily on the register available with Officer In-charge.
2.6	Service charges for packed lunch / snack shall be paid 10% of cost of packed lunch / snack.
2.7	The services shall be requisitioned in specified format and certification of availing of services to be made by requisitioning department.
2.8	For serving of other items such as Special Lunch, the Bidder will be paid at the rates agreed upon as per the quantity, quality and variety of the items which shall be duly certified by the concerned official of BHEL.
2.9	The measurement of services for Special Lunch shall be requisitioned in specified format and certification of availing of services of Special Lunch by requisitioning department.
2.10	BHEL will also compensate cost towards minimum deployment of required manpower for operation of service i.e. one Skilled Worker and ten Unskilled Worker only by way reimbursement of the elements indicated at 2.20 below.
2.11	For the purpose of 1.6 above the measurement shall be done by attendance Register maintained by the Bidder at workplace.
2.12	In case the Bidder fails to provide service on any working day, penalty will be levied as per clause 5.1 and shall be deducted from bills payable.
2.13	The payment under the contract will be made within 15 days from receipt of the bill. The Bidder will submit the bills on monthly basis, which will be dully verified, checked and passed by Officer incharge and forward to finance and Account Section for releasing payment to the party. All payments will be made by Cheque/ RTGS.
2.14	TAXES & DUTIES, ETC. (SUPPLY & SERVICE)
2.14.1	All taxes excluding GST with applicable cess & BOCW Cess (mentioned elsewhere in the Tender) but including, Charges, Royalties, any State or Central Levy and other Taxes for materials if any obtained for the work and for the execution of the contract shall be borne by the bidder and shall not be payable extra by BHEL.
2.14.2	Any increase in the above at any stage during execution including extension of the contract, if any, shall have to be borne by the contractor. Quoted/ accepted rates/ price shall be inclusive of all such requirements.
2.14.3	GST with applicable Cess, legally leviable & payable by the successful bidder as per GST Law, shall be paid extra by BHEL. Hence, Bidder shall not include GST with applicable Cess in their quoted price.
2.14.4	The successful bidder shall furnish proof of GST registration with GSTN Portal covering the services under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by the successful bidder on BHEL for this project/ work.
2.14.5	Since GST on output will be paid by BHEL separately as enumerated above, bidder's quoted rates/ price should be after considering the Input Credit under GST law at their end.



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2.14.6	TDS under Income Tax shall be deducted at prevailing rates on gross invoice value from the running bills unless exemption certificate from the appropriate authority/ authorities is furnished.
2.14.7	TDS under GST (if/ as & when applicable later) shall be deducted at applicable rates on gross invoice value from the running bills. However as on date no TDS under GST is applicable.
2.14.8	Bidder shall note that the GST Tax Invoice complying with GST Invoice Rules (Section 31 of GST Act & Rules referred there under) wherein the 'Bill To' details shall be as per following. BHEL GSTN – 19AAACB4146P1ZC NAME - BHARAT HEAVY ELECTRICALS LIMITED ADDRESS – BHEL Bhavan, DJ-9/1, Sector - II, Saltlake, Kolkata - 700091.
2.14.9	Bidder to intimate immediately on the day of removal of Goods(in case of any supply of goods) to BHEL along with all relevant details and a scanned copy of Tax Invoice through following communication mode for enabling BHEL to meet its GST related compliances Portal Address – Shall be intimated later. And Email Address – amitavac@bhel.in In case of delay in submission of the abovementioned documents on the date of dispatch, BHEL may incur penalty /interest for not adhering to Invoicing Rules under GST Law. The same will be liable to be recovered from the successful bidder, if such delay is attributable to the bidder.
2.14.10	In case of raising any Supplementary Tax Invoice (Debit / Credit Note) Bidder shall issue the same containing all the details as referred to in Section 34 read with Section 31 of GST Act & Rules referred there under.
2.14.11	Bidder shall Comply with the Time limit prescribed under the GST Law and rules thereof for raising of the tax invoice. If any supply of goods is applicable, Bidder shall also ensure prompt delivery of Goods after dispatch.
2.14.12	Bidder shall note that in case GST credit is delayed/ denied to BHEL due to delayed / non receipt of goods and /or tax invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons attributable to the bidder, GST amount shall be recoverable from the bidder along with interest levied / leviable on BHEL, as the case may be.
2.14.13	Bidder shall upload the Invoices raised on BHEL in GSTR-1 within the prescribed time as given in the GST Act. Bidder shall note that in case of delay in declaring such invoice in your return and GST credit availed by BHEL is denied or reversed subsequently as per GST Law , GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from the bidder along with interest levied / leviable on BHEL.
2.14.14	Way Bill: Successful Bidder shall arrange way bill / e-waybill for any transfer of goods for the execution of the contract. The Bidder has to make their own arrangement at their cost for completing the formalities, if required, with Issuing Authorities, for bringing materials, plants & machinery at site for execution of the works under this contract, Road Permit/ Way Bill, if required, shall be arranged by the contractor and BHEL will not supply any Road Permit/ Way Bill for this purpose.



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2.14.15	<p>Any new taxes & duties, if imposed subsequent to the due date of offer submission as per NIT & TCN, by statutory authority during contract period (including extensions for which delay is not attributable to the bidder), shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, bidder shall obtain prior approval from BHEL before depositing any such new taxes and duties. Benefits and/or abolition of all existing taxes must be passed on to BHEL against new taxes, if any, introduced at a later date.</p>																		
2.15	<p>The Bidder shall required to submit the copy of following documents along with monthly bill : -</p> <table border="1"><thead><tr><th>SI No.</th><th>Documents</th></tr></thead><tbody><tr><td>(i)</td><td>Copy of Master Roll for employees deployed</td></tr><tr><td>(ii)</td><td>Copy of Wage Register</td></tr><tr><td>(iii)</td><td>Copy of wage Slips</td></tr><tr><td>(iv)</td><td>Copy of other Registers under the Contract Labour (Regulation and Abolition) Central Rules, 1971</td></tr><tr><td>(v)</td><td>Copy of ECR</td></tr><tr><td>(vi)</td><td>Copy of ESI Challan</td></tr><tr><td>(vii)</td><td>Copy of Invoices raised on BHEL in GSTR-1</td></tr><tr><td>(viii)</td><td>Copy of terminal benefits, if any</td></tr></tbody></table>	SI No.	Documents	(i)	Copy of Master Roll for employees deployed	(ii)	Copy of Wage Register	(iii)	Copy of wage Slips	(iv)	Copy of other Registers under the Contract Labour (Regulation and Abolition) Central Rules, 1971	(v)	Copy of ECR	(vi)	Copy of ESI Challan	(vii)	Copy of Invoices raised on BHEL in GSTR-1	(viii)	Copy of terminal benefits, if any
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2.17	The total charges payable will be rounded off to the nearest full rupee value.																		
2.18	Income Tax shall be deducted at source as applicable under relevant Act / Law.																		
2.19	GST related issues would be governed as per Clause 2.14																		
2.20	Pay Elements : Reimbursable elements for minimum manpower (Ten Unskilled & One Skilled Worker) supplied per month as under :																		
2.20.1	Reimbursement of Minimum Wage inclusive of VDA as notified and revised by State of West Bengal from time to time for each category of workers.																		
2.20.2	Reimbursement of a fixed amount of Rs. 3090.00 (Rupees Three Thousand and Ninety only) per man per month towards Economic Package .																		
2.20.3	Reimbursement of Special Allowance at the rate Fifty Percent (50%) of Minimum Wage inclusive of VDA as indicated in 2.20.1.																		
2.20.4	Reimbursement of House Rent Allowance at the rate of 5% Minimum Wage inclusive of VDA and Economic Package as indicated in 2.20.1 & 2.20.2.																		
2.20.5	<p>Reimbursement of employers' liabilities towards payment of Contributions and Administrative Charges under (i) Employees' State Insurance Act, 1948 and (ii) Employees' Provident Funds and Miscellaneous Provision Act, 1952 for the manpower supplied under 1.6 will be made at actual on applicable rates under relevant statutes. The current rate of (i) Employer's Contribution towards under Employees' State Insurance Act, 1948 is 4.75% of the wages payable and (ii) Employer's Contribution and Administrative Charges thereof under the Employees' Provident Funds and Miscellaneous Provision Act, 1952 are 12%, 0.65%, 0.5% for Provident Fund, Admin Charges on Provident Fund & Employees Deposit Linked Insurance respectively.</p> <p>PF & EDLI would be calculated on Minimum Wage inclusive of VDA and Economic Package as indicated in 2.20.1 & 2.20.2. ESI as per applicable rule.</p>																		



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2.20.6	Reimbursement of Ex-Gratia /Bonus at the rate equivalent within the limits under the Payment of Bonus Act, 1965. Reimbursement shall be made on completion of first year of the contract, second year of contract and end of the extended contract. Calculation would be on Minimum Wage inclusive of VDA and Economic Package as indicated in 2.20.1 & 2.20.2
2.20.7	The Bidder shall seek written approval of BHEL before making payment of Rate of Ex-Gratia/ Bonus to his workers deployed under the contract. BHEL may give approval for Ex-Gratia / Bonus to be made at such rate within the limits under the Payment of Bonus Act, 1965 based on performance of Bidder in execution of the contract.
2.20.8	Reimbursement of Appreciation increment on Minimum Wages inclusive of VDA at rate of Four Percent will be made from the start of second year of Contract. The Appreciation Increment shall form part of Minimum Wage payable at 2.20.1 & 2.20.2. For example, if the effective wage is X per day on start of contract, the effective wage on start of second year of contract will be $[X+(X*4\%)]$. (effective wage is sum of minimum wage including VDA and economic package)
2.20.9	Reimbursement of Privileged Leave to workers shall be made at the end of every year @ 2.5 Days per month during the contract. Calculation would be on Minimum Wage inclusive of VDA and Economic Package as indicated in 2.20.1 & 2.20.2 on the basis of last month's prorate rate.
2.20.10	Reimbursement of Contract Closing Benefits to workers shall be equal to 15 days average pay for every completed year of contract or any part thereof in excess of six months. Calculation would be on Minimum Wage inclusive of VDA and Economic Package as indicated in 2.20.1 & 2.20.2 on the basis of average of last three month's prorate rate.
2.20.11	Reimbursement of Bus/Mini Bus fare to and fro will be reimbursed by BHEL provided claim is certified by Bidder's authorized Supervisor for deployment of manpower so deployed at place / premises working other than BHEL Bhawan, DJ 9/1 Block, Salt Lake, Sector-II, Kolkata-700 091 viz 1) Golf Green Transit Flat, ONGC apartment, 18/2 Udai Sankar Sarani, Kolkata-700095 (2) 2 nd Floor, Chatterjee International Centre, 33A, Chowringhee Road, Kolkata-700071, and (3) One Four Storied Residential Complex at 107/4A, Manoharpukur Road, Kolkata-700026 for performance of contract.
2.20.12	The Bidder has to arrange his own finance for carrying out the job including other financial obligations involved in arrangement of payment to his workmen, cooking utensils, crockery, Refrigerator, raw materials & ingredients etc. during the tenure of this contract.
2.20.13	No mobilization advance will be paid to the Bidder by BHEL under this contract.
2.20.14	The first monthly / running bill will be released on only on submission of copy of Personal Accident Insurance Policy showing the number / name of the persons insured under the policy.
2.20.15	Applicable GST shall be released to the vendor upon compliance of following:
2.20.15.1	Vendor declaring such Invoice in his GSTR-1
2.20.15.2	Confirmation of payment of GST thereon by vendor on GSTN Portal
2.20.15.3	Above is subject to receipt of goods / service and tax invoice thereof along with vendor declaring invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL.
2.20.15.4	Last months' bill payment will be released only after confirmation of full GST Credit to BHEL. Any Interest if levied thereon, for reasons elaborated in tax & duties clause of the tender and attributable to the bidder, will be recovered from the Final Payment / Retention amount.



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JOB: SUPPLY AND SERVING OF LUNCH INCLUDING TEA AND SNACKS FOR BHEL,PSER KOLKATA

3.0	Contractual Obligations		
3.1	Maintenance of Standard composition for Lunch		
3.1.1	One Vegetarian Lunch normally comprising of items indicated as under		
	Item Description	Approx. Quantity (RAW)	No of frequency in a week
	Cereal	Rice (boiled basmati)	150g
		Chapati (25g X 6)	150g
	Dal	Moong	30g
		Arohor	30g
		Massor	30g
	Mix Vegetable	Cauliflower Potato/ Seasonal Vegetables	150g
	Vegetarian item	Chhanner Dalna	100g
		Paneer	100g
		Any other vegetables	150g
	Papad		1Pc
	Chatni		25g
	Green Salad		25g
	Dahi (Sweet)		100g
	Dahi (Sour)		100g
	Tea (Milk:Water, 1:1)		125 ml
			12
3.1.2	One Non -Vegetarian Lunch normally comprising of items indicated as under		
	Item Description	Approx. Quantity (RAW)	No of frequency in a week
	Cereal	Rice(boiled basmati)	150g
		Chapati (25g X 6)	150g
	Dal	Moong	30g
		Arohor	30g
		Massor	30g
	Mix Vegetable	Cauliflower Potato/ Seasonal Veg	150g
	Non-Vegetarian	Fish- Katla/Rohu (Dahi/Sorsa/Kalia)	100g
		Chicken (Kosa/Dahi/Rejala/Chilly/ Tomato/Butter/Kadai/Lem on/Methi	125g
		1 Egg with ½ Potato	1
	Papad		1Pc
	Chatni		25g
	Green Salad		25g
	Dahi (Sweet)		100g
	Dahi (Sour)		100g
	Tea (Milk:Water, 1:1)		125 ml
			12



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3.1.3	The composition of lunch has been indicated in 3.1.1 & 3.1.2 for normal working days. In special cases, the above composition may be changed instead of normal lunch on any day or Saturday. For any change, oral or written communication shall be made towards making of Polao or Fried Rice or Khichri of approximate equivalent cost and serving.		
3.1.4	Composition of Standard Special Lunch		
	Item Description		Approx. Quantity (RAW)
	Cereal	Rice (Boiled Basmati)	100g
		Chapati (25g X 2)	50g
	Dal	Moong/ Arohor/ Massor	30g
	Mix Vegetable	Cauliflower Potato/ Seasonal Vegetables	150g
	Non-Vegetarian	Fish/Chicken	125g
	Vegetarian item	Paneer	150g
	Jhurjhura Alu Fry /Pokoda		100g
	Papad		1Pc
	Chatni		30g
	Green Salad		50g
	Dahi (Sweet/Sour) / Sweet(Rosogolla)		100g
	Water (Packed)		500ml
3.1.5	Optional Food Items		
	Item Description		Approx. Quantity (RAW)
3.1.5.1	Fish	Pabda Sorsa /Jhal	100g
		Vetki-Jhal/Tamato/Fry/Chilly	100g
		Parshe – Sorse/Jhal	50g-70g
		Prawn – Malaikari /Bhapa	60g-80g
		Hilsa-Jhal/Sorsa	75g-80g
3.1.5.2	Fry Item	Paneer Pasinda	100g
		Veg cutlet	100g
		Veg Orli	50g
		Alu Tikiya	50g
		Alu Cheese Pokoda	50g
		Panner Cutlet	100g
		Peas Puri(4Pc) with Dam Allu/channa dal	100g
		Dal Puri (4Pc) with Dam Allu/ channa dal	100g
		Veg roll	125g
		Paneer roll	125g
		Corn Cutlet	125g
		Fish Fry	125g
		Fish Orli	50g
		Fish Finger	50g
		Motton cutlet	125g
		Chicken Cutlet	125g
		Chicken Finger	50g



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		Chicken Lolipop	100g
		Chicken Pokora	100g
		Chicken Ball	100g
		Vetki Fry	100g
		Topsa Fry	100g
		Spring Roll (Chicken/Fish)	125g
3.1.5.3	Evening Snacks	Poha	100 g
		Chowmin	100 g
		Sandwich	1 set
		Momo-veg	4 Pc
		Momo-Non veg	4 Pc
		Halwa	100g
		Onion Pokora	100 g
		Somosa	2 Pc
		Potato Finger Chips	100g
		Alu Porotha with Curd	2 Pc
		Idly with Samber Chatni	2 Pc
		Alu Pokoda	100 g
		Samber Vada	2 Pc
		Dahi Vada	2 Pc
		Ghugni	100 g
		Ghugni with Bread Toast	100 g+ 2 pc
		Bread Pakoda	2 Pc
3.2.0	Raw Materials		
3.2.1	Steamed Rice: The Bidder shall use BOILED BASMATI RICE.		
3.2.2	Polao Rice : The Bidder shall use Gobindobhog and add required vegetables.		
3.2.3	Refined Oil : ISI /AGMARK and Sealed		
3.2.4	Mastered Oil : ISI /AGMARK and Sealed		
3.2.5	Fresh Chicken :		
3.2.6	Fresh Fish : Rahu/Katla		
3.2.7	DAL: Chana/Masor/Mung/ Arhar		
3.2.8	Fresh Seasonal Vegetables		
3.2.9	Masala : ISI/AGMARK and Sealed.		
3.2.10	Chemicals like baking soda, colours, adulterated oil should not be used.		
3.2.11	Sealed Pasteurized Milk		
3.2.12	Sealed CTC (Tea Leaves) like Tata Gold or any other brand as approved by BHEL.		
3.2.13	Sugar : Clear crystal		
3.2.14	Iodized salt		
3.2.15	Atta (Wheat Flour) Sealed and branded. The brand shall be Ganesh or equivalent brand which shall be approved by BHEL.		
3.3.1	Tools and Tackles, Utensils		
3.3.2	One Refrigerator of capacity not less than 220 Ltr .		
3.3.3	Mixer, Grinder as per requirement.		
3.3.4	Cooking Utensils as per requirement.		
3.3.5	Serving Utensils as per requirement.		
3.3.6	Storing Utensils at per requirement.		
3.3.7	Cabinet for storing items as per requirement.		
3.3.8	Adequate Cups for serving tea.		
3.3.9	BHEL shall provide adequate number of Stainless Steel Thali with Cover for serving		



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	lunch. The Bidder shall be required to replace the same items of the same quality as provided to him for rendering such services in the event of their breakage, theft, misplacement etc.
3.3.10	Any other items as and when required for making of lunch and tea.
3.4.1	Manpower
3.4.2	The Bidder shall deploy adequate number of manpower for carrying out the work.
3.4.3	The Bidder shall be required to deploy not less than one Cook (Skilled Worker) and ten Helpers (Unskilled Workers) for warm Lunch, Tea and other items and serving to employees, guests and other persons at work place at BHEL Bhawan.
3.4.4	The minimum deployed persons by the Bidder shall be supervised and paid by the Bidders. The Wages to persons deployed under the contract should be remitted by the Bidder through individual bank account to the extent possible.
3.4.5	The payment towards deployment of one skilled worker and ten unskilled workers as per 3.4.3 shall be reimbursed as per payment terms illustrated at 2.20 above.
3.4.6	The Bidder shall furnish a copy of list of workers proposed to be deploy under the contract with details like name, father's name, date of Birth, educational qualification, two identifying body marks, full residential address (present and permanent), experience, one passport size photograph, PF No. with UAN No. and ESI Number.
3.4.7	The Bidder shall arrange at least one supervisor at his own cost for overall supervision of the job and persons of the Bidder engaged at the premises of BHEL for execution of the contract.
3.4.8	The supervisor should be well qualified and experienced and should be able to liaison with BHEL for carrying out the day to day affair under the contract.
3.4.9	BHEL has the privity of the contract with the Bidder only and will give instructions to the Bidder or his authorized representative. BHEL will have nothing to do or be concerned with the employment of employees working for the Bidder. The relationship between BHEL and the Bidder will be that of independent entities and nothing herein contained will amount to joint venture, partnership or employer – employee relationship.
3.5	Towards selection, control and supervision of employees
3.5.1	Bidder shall supply the services of the required number of workers to be deployed for execution of contract. For execution of the work awarded to him and he or his authorized representative will be solely entitled to dictate such workers about the manner of carrying out the work as per the prescribed specifications and quality plan. There shall be no interference or intervention whatsoever by BHEL.
3.5.2	Bidder shall supervise the work allotted to him and to be carried out by his employees.
3.5.3	Bidder to ensure that the employees deployed are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification experience etc. If required, the Bidder shall arrange to obtain police verification of each of workers to be deployed.
3.5.4	The Bidder should also ensure that he /she will engage the workers who shall not smoke / chew tobacco/ be drunken while on duty.
3.5.5	The Bidder should also ensure that he /she will engage the workers who are of the age between 18 to 60 years. No person(s) under aged or over aged would be allowed to be engaged in the premises of BHEL under this contract.
3.5.6	Bidder to maintain appropriate records of these employees deployed to carry out the job(s).
3.5.7	Bidder should issue appropriate appointment letters to his employees. A copy of the appointment letter shall be forwarded to BHEL for record.
3.5.8	Bidder to provide employment card / identity card with photographs duly verified and attested by the Bidder to his employees. Bidder to indicate the name of the proprietary / partnership firm/company, place of work, contract number and duration of validity of



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	card.
3.5.9	Bidder will be responsible for the good conduct of his employees. In case of any misconduct/misbehavior by any employee, the Bidder will replace such employee(s) immediately.
3.5.10	Bidder will keep watch on his employees and he will be liable for any pilferage / loss to BHEL due to acts of omission and commission by his employees. Similarly, liability for any compensation to outsiders on account of any act of omission and commission by the employees deployed by the Bidder shall lie exclusively with him.
3.5.11	In the event of termination of contract for any reason, whatsoever, the contractor shall withdraw all his employees from the establishment of BHEL. In case Bidder decides to terminate services of his employees, he should settle all terminal dues including retrenchment compensation.
3.5.12	The Bidder will be fully responsible for all the disputes and other issues connected with their manpower. In the event of any dispute causing non-supply of lunch to BHEL's staff, BHEL shall have the right to get the work executed through any other agencies and the cost so incurred by BHEL, shall be deducted from the Bidder's running bills.
3.5.13	In BHEL premises, bidder's deployed employees shall not put any hoarding/posters/ News Bulletin/ Campaign etc without the permission of BHEL.
3.6	Towards statutory Liability:
3.6.1	All statutory requirements under Minimum Wages Act, 1948, Payment of Wages Act, 1936, Workmen Compensation Act, 1923, EPF & MP Act, 1952, payment of Gratuity Act, 1972, ESI Act, 1948. The Contractor Labour (R & A), Act, 1970, Payment of Bonus Act, 1965, Income Tax, GST Law, Motor Vehicle Act, 1988 and all other applicable Acts shall be complied by the Bidder.
3.6.2	Bidder 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.
3.6.3	Bidder shall ensure payment of wages. The Bidder shall maintain proper records of timely disbursement of wages. These records need to be preserved for a period of at least 3 years and should be made available even after the contract is over for any verification by the statutory authorities/ BHEL authorities.
3.6.4	Bidder 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.
3.6.5	The liability for any compensation on account of injury sustained by an employee of the Bidder will be exclusively that of the Bidder.
3.6.6	Bidder to obtain insurance cover for his employees/ equipments/tools and tackles etc and take third party risk insurance coverage at his own cost. BHEL shall not be responsible for any loss, damage, pilferage of his property and / or his employees.
3.6.7	The Bidder, apart from ESI Coverage of his employees , shall arrange to take Group Personal Accident Insurance Policy (GPA) which provides for the payment of certain amount for Death or Disablement of person employed by him under this contract due to an accident. The minimum amount of Sum Insured (Capital Sum Insured) shall be Rupees Three Lakh only (Rs. 300000.00) per person insured. The GPA shall be designed in such a manner that it covers risk on 24 hours basis during the contract period. The cost for arranging GPA through IRDA shall be borne by the Bidder.
3.7	Uniform
3.7.1	The Bidder should ensure that their employees are always dressed in clean and tidy uniforms, shaved and combed condition while on duty for the said services in BHEL.
3.7.2	The uniform items (standard quality of reputed make) are to be provided by the Bidder at his own cost for the tenure of the contract once in two years. Bidder shall not recover the cost of uniform from the wages payable to his employees.



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3.7.3	<p>The Bidder to provide following items as part of uniform to his employees under this contract :</p> <table border="1"><thead><tr><th>Sl no.</th><th>Items</th><th>Quantity provided</th><th>When provided</th></tr></thead><tbody><tr><td>(i)</td><td>Terri Cotton Pant</td><td>02 Nos.</td><td rowspan="6">One in contract period, to be provided at the start of contract.</td></tr><tr><td>(ii)</td><td>Terri cotton Shirt</td><td>02 Nos</td></tr><tr><td>(iii)</td><td>Shoes</td><td>01 pair</td></tr><tr><td>(iv)</td><td>Socks(Nylon)</td><td>02 Pairs</td></tr><tr><td>(v)</td><td>Apron (cotton)</td><td>2 pairs</td></tr><tr><td>(vi)</td><td>Sweater</td><td>01 No</td></tr><tr><td>(vii)</td><td>Gloves (cotton)</td><td>01 pairs</td><td>Every two months</td></tr><tr><td>(viii)</td><td>Disposable Cap / Head Gear</td><td>01 piece</td><td rowspan="2">Every Working Day</td></tr><tr><td>(ix)</td><td>Disposable gloves</td><td>1 Pairs</td></tr><tr><td>(x)</td><td>Disposable mask</td><td>01 piece</td><td>Every Working Day</td></tr></tbody></table>	Sl no.	Items	Quantity provided	When provided	(i)	Terri Cotton Pant	02 Nos.	One in contract period, to be provided at the start of contract.	(ii)	Terri cotton Shirt	02 Nos	(iii)	Shoes	01 pair	(iv)	Socks(Nylon)	02 Pairs	(v)	Apron (cotton)	2 pairs	(vi)	Sweater	01 No	(vii)	Gloves (cotton)	01 pairs	Every two months	(viii)	Disposable Cap / Head Gear	01 piece	Every Working Day	(ix)	Disposable gloves	1 Pairs	(x)	Disposable mask	01 piece	Every Working Day
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3.7.4	<p>If the Bidder has colour code for uniform of their concern, the same should be followed. If they do not have any colour code of uniform, the colour code of the shall be as under :</p> <table border="1"><thead><tr><th>Item</th><th>Colour code</th></tr></thead><tbody><tr><td>Pant</td><td>Black</td></tr><tr><td>Shirts</td><td>Sky Blue</td></tr><tr><td>Apron</td><td>White /Blue</td></tr><tr><td>Shoes</td><td>Black</td></tr><tr><td>Shocks</td><td>Blue</td></tr></tbody></table>	Item	Colour code	Pant	Black	Shirts	Sky Blue	Apron	White /Blue	Shoes	Black	Shocks	Blue																										
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3.8	Environment, Health and Safety																																						
3.8.1	The Bidder along with his employees must be well acquainted with the cleanliness and disposition of excess food/wastes as per the Rules of Municipal Corporation of the locality.																																						
3.8.2	If necessary, Pest Control of the Kitchen premises must be carried out at least twice in a month at Bidder's cost by specialized agencies under the intimation to BHEL.																																						
3.8.3	No employee of the Bidder shall be allowed to perform duty with illness/fever/ contiguous diseases.																																						
3.8.4	The Bidder shall be responsible to get the utensils cleaned and sterilized before use.																																						
3.8.5	The Bidder through its supervisor should ensure cleanliness and hygiene of the utensils and working place.																																						
3.8.6	In case any unwanted spot/wastes are noticed in utensils, alternative lunch / tea has to be arranged by the Bidder for which no extra payment shall be made by BHEL.																																						
3.8.7	The Bidder shall keep clean and maintain hygienic condition in the allotted places for preparation, washing, distribution and serving.																																						
4.0	Rights and obligations of BHEL																																						
4.1	In case the Bidder does not carry out the contractual. statutory obligations or the																																						



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	services rendered by him are found to be unsatisfactory, BHEL shall bring the same to his notice and he will be obliged to discharge the obligations and rectify the deficiency / anomaly within specified time failing which BHEL reserves the right to impose the specified penalty and / or terminate the contract without assigning any reason whatsoever. In such an event, no damages will be payable for short closure of the contract.
4.2	The contract may be terminated at any time without paying compensation whatsoever to the contractor in case of misbehavior, disobedience, dishonesty, clandestine, insolvency, any court order or any other related activities on their part or their failure to fulfill the terms and conditions of the contract.
4.3	BHEL Reserves right to short close the contract at its discretion at any point of time without assigning any reason thereof.
4.4	The decision of BHEL regarding interpretation of any terms and conditions set forth in the agreement shall be final and binding on the Bidder.
4.5	BHEL reserve the right to carry out inspection of raw materials and food prepared by the by the Bidder. Generally inspection shall be carried out by HRM Department or any member of Canteen Committee or any other person authorized by HRM Department. The inspecting authority shall note observations in the Register maintained by the Bidder for rectification or compliance.
5.0	PENALTY:
5.1	The supply of lunch is the primary responsibility of Bidder. In case lunch is not provided to BHEL employees due to the failure on the part of the Bidder, BHEL reserves the right to impose penalty on the Bidder for that particular day subject to force majeure like fire, accident, any public unrest, any other act of God etc. The penalty will be the amount equal to the number of employees present on that day multiplied by the value of the lunch coupons and reimbursement of payment towards deployment of Bidders' employees shall not be made for that day. Further an amount equal to 30% on Penalty shall be levied and recovered as overhead from bills payable to Bidders.
5.2	A Penalty of Rs. 2000.00 (Rupees Two Thousand only) shall be levied and deducted from the bill of the Bidder if found that specified brand (ISI / AGMARK) of essential raw materials are not being used .
5.3	A Penalty of Rs. 2000.00 (Rupees Two Thousand only) shall be imposed at each occasion when found that quality and quantity of food are not maintained as per standard.
5.4	A Penalty of Rs. 10/- (Rupees Ten only) per day per man will be levied and deducted from the bill, if a man deployed by the Bidder is not wearing shoes while on duty.
5.5	A Penalty of Rs. 02/- (Rupees Two only) per day per man will be levied and deducted from the bill, if a man deployed by the Bidder is not wearing Gloves while on duty.
5.6	A Penalty of Rs. 02/- (Rupees Two only) per day per man will be levied and deducted from the bill, if a man deployed by the Bidder is not wearing Cap/Head Gear while on duty.
5.7	A Penalty of Rs. 05/- (Rupees Five only) per day per man will be levied and deducted from the bill, if a man deployed by the Bidder is not wearing Apron while on duty.
5.8	A Penalty of Rs. 10/- (Rupees Ten only) per day per man will be levied and deducted from the bill, if a man deployed by the Bidder is not wearing prescribed Shirt while on duty.
5.9	A Penalty of Rs. 10/- (Rupees Ten only) per day per man will be levied and deducted from the bill, if a man deployed by the Bidder is not wearing prescribed Pant while on duty.



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5.10	A Penalty of Rs.500/- (Rupees Five Hundred only) shall be imposed if found that Bidder is not using Commercial LPG cylinder or over stocking of filled LPG cylinder in contrary to Statutory Act per day per cylinder.
5.11	A Penalty of Rs.500/- (Rupees Five Hundred only) shall be imposed for non-availability of serviceable refrigerator (Min.220L capacity) per week or part thereof
5.12	A Penalty of Rs. 50/- (Rupees Fifty only) per day per man will be levied and deducted from the bill, if a man deployed by the Bidder is not wearing Mouth Mask while on duty particularly while on serving meals.
5.13	A Penalty of 200% of the Premium shall be levied and deducted from the second monthly / RA bill, if BHEL is forced to arrange Group Personal Accident Insurance Policy (GPA) on behalf of Bidder for his workmen.
6.0	Duration of the contract
6.1	The contract shall initially be awarded for 03 months on trial basis from date of commencement of work.
6.2	After satisfactory completion of 03 months of trial period as certified by HR department, the same contract may be awarded to the bidder for a period of 02(two) years including 03 months Trial period.
6.3	After completion of two years, the contract may be extended further on mutual agreement basis on the same rate, terms and conditions upto 01 year.
6.4	The contract may be terminated by BHEL after serving one months' notice to the Bidder.
6.5	The Bidder will be required to serve notice in writing three months in advance for termination of contract or withdrawing of any services.
7.0	Arbitration and Governing Law
7.1	All disputes arising in connection with the contact shall be settled by mutual consultation. If no agreements is reached the dispute shall be settled in accordance with the provision of the Arbitration and Conciliation Act, 1996 and the rules made therein under. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head HR of BHEL, PSER, Kolkata. The award of the arbitrator shall be final and binding on both the parties. The venue of the arbitration shall be in Kolkata in India. The Award to be given by Arbitration shall be a speaking award. All questions, disputes, differences arising under, out of or in connection with this contract shall be to be exclusive jurisdiction of Courts at Calcutta/Kolkata.