



A. IMPORTANT INSTRUCTIONS

- 1) This Tender Document contains **32** Pages.
- 2) Read the tender documents carefully before filling.
- 3) Sign each page with seal.
- 4) PART 'A' should contain
 - a) Technical Bid, with all signed and stamped pages of tender document
 - b) EMD, Tender Cost, Unfilled Price Bid Format duly signed and stampedSealed cover with superscription **"TENDER FOR JOB CONTRACT OF COOKING SERVICES INCLUDING SERVING OF FOOD AND CLEANING AT THE CANTEEN BHEL, IVP, Goindwal" PART 'A'.**
- 5) PART 'B' should contain only Commercial Bid.
Sealed cover with superscription **"COMMERCIAL BID FOR JOB CONTRACT OF COOKING SERVICES INCLUDING SERVING OF FOOD AND CLEANING AT THE CANTEEN OF BHEL, IVP, GOINDWAL." PART 'B'.**
- 6) Put PART 'A' and PART 'B' in separate sealed covers and put both the sealed cover in one cover addressed to
The SDGM (HR, CIVIL AND MM)
BHEL, IVP, GOINDWAL,
433 INDUSTRIAL COMPLEX,
GOINDWAL,
TARN TARAN,
PUNJAB, PIN-143422.
Phone No-01859-224621/622/623

With superscription on the cover as **"TENDER FOR JOB CONTRACT of COOKING SERVICES INCLUDING SERVING OF FOOD AND CLEANING AT THE CANTEEN OF BHEL, IVP, GOINDWAL, TENDER NO 16496. Dated: 10.02.2014** and send it to us and it should reach before the last date.
- 7) Tender Document can be downloaded. Completed application should be accompanied by Demand Draft for Rs. 500/-, drawn in favour of "BHEL, IVP, GOINDWAL SAHIB AND PAYABLE AT GOINDWAL SAHIB/AMRITSAR, towards the cost of the Tender Documents.
Tender Document without the prescribed fee will not be considered.



TENDER FOR JOB CONTRACT OF COOKING SERVICES INCLUDING COOKING, SERVING AND CLEANING AT BHEL, IVP, GOINDWAL FOR A PERIOD OF 2 YEARS (EXTENDIBLE FOR ANOTHER ONE YEAR ON MUTUAL CONSENT BASIS ON SAME RATES AND T&Cs).

Sealed tenders, in two bids system are invited from the intending experienced contractors having valid labour license, ESI code, PAN, and Service Tax registration number and having experience in similar line of Business for more than 3 years having annual average turnover of Rs. 30, 00000/ (Rupees Thirty lakhs only) and having provided Catering service to organisations with 300+ manpower during the last three years (2010-11, 2011-12, 2012-13) are eligible to participate in this tender and others may not apply.

The detailed tender documents can be available from this office on payment of non-Refundable amount of Rs.500/-(Five Hundred only) only in cash/DD in favour of BHEL, IVP, Goindwal Sahib, payable at Goindwal Sahib/Amritsar. Tender documents downloaded from website shall be accompanied by tender document cost by way of DD or cash deposit receipt. Without tender document cost, the tender document will be rejected.

Table 1: ESSENTIAL FACTS

1.	ABOUT CONTRACT	Period Of Contract – 2 YEARS (Further extendible up to 1 year with Mutual consent of both parties on same rates and Terms and Conditions) Location: BHEL, Industrial Valves Plant, Goindwal Sahib – 143422, PUNJAB
2	EMD	Rs. 1, 50,000/-(One lakh Fifty Thousand Only) DD in favour of BHEL, IVP, Goindwal & Payable at Goindwal Sahib/Amritsar. EMD amount is Exempted for Micro and Small enterprises. MSE suppliers can avail the intended benefits only if they submit along with offer, attested copies of either EM II certificate having deemed validity(Two years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM II certificate along with CA certificate (Format enclosed as per FORMAT –3) applicable for the year, certifying quantum of investment in plant and machinery within the permissible limit as per the act for relevant status (Micro or Small) where the deemed validity of EM II is over. Date to be reckoned for determining the deemed validity will be the last date of technical bid submission. Non-submission of such documents and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents. All Parties Except Micro and Small Enterprises has to submit the EMD cost along with the techno commercial bid. Tender document without EMD cost will be rejected.



Tender for Job Contract of Canteen Services including Cooking, Serving and Cleaning for 2 year Period at BHEL, IVP, Goindwal, Punjab 143422

2013-14

3	Tender Cost	Rs.500/- by cash or DD in favour of BHEL, IVP, Goindwal & Payable at Goindwal Sahib/Amritsar. The Micro and Small enterprises can be provided tender document free of cost subject to following“MSE suppliers can avail the intended benefits only if they submit along with offer, attested copies of either EM II certificate having deemed validity(Two years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM II certificate along with CA certificate (Format enclosed as per FORMAT –3) applicable for the year, certifying quantum of investment in plant and machinery within the permissible limit as per the act for relevant status (Micro or small) where the deemed validity of EM II is over. Date to be reckoned for determining the deemed validity will be the last date of technical bid submission. Non-submission of such documents and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents. All parties except Micro and Small Enterprises has to submit the tender cost along with the techno commercial bid. Tender document without tender cost shall be rejected.
4	Start Date of sale of tender document	10.02.2014
5	Last Date and time of sale of tender documents	03.03.2014 (2.30 PM)
6	Tender Submission Mode	<i>Submission as per clause 1 of Terms and Conditions.</i> Duly filled and complete Tenders documents are to be submitted via – Speed post/registered post or in person at Tender Box available in the Admin Building, BHEL, IVP Goindwal Sahib. Tender document to be addressed to <i>The SDGM(HR,CIVIL AND MM) BHEL, IVP, GOINDWAL, 433 INDUSTRIAL COMPLEX, GOINDWAL,TARN TARAN, PUNJAB, PIN-143422. Email id:ts@bhelivp.in Phones: +1859-224621, 622, 623, 602</i> Any clarifications may be sought from these numbers or in writing through email/post.
7	Due date and time for submission of Tender	03.03.2014 (3.00 PM)
9	Date and Time of opening of Technical Bid (Part I)	03.03.2014 (4.00 PM)



Tender for Job Contract of Canteen Services including Cooking, Serving and Cleaning for 2 year Period at BHEL, IVP, Goindwal, Punjab 143422
2013-14

*official timing of BHEL, IVP is 9.00 AM to 5.30 PM (Office from Monday to Saturday), tender document can be collected from HR office on any working day. Interested parties can also visit during these hours, with prior intimation, to have an assessment of work.

**Intimation regarding opening of price bid/RA to the qualified bidders will be communicated separately after opening and evaluation of Techno commercial (Part I) bids.*



B. DETAILS OF THE TENDER DOCUMENT

Contents of the Tender

SL.No	Particulars
1	Scope of work
2	Job Specification
3	Terms and conditions
4	Manpower Details
5	Job description of various staffs of Canteen
6	General terms and conditions of the Agreement
7	Other conditions
8	Penalty clause
9	Part "A" Profile of the Tender. Technical Bid (Format 1)
10	Tentative Menu
11	MSE Format 2
12	NEFT Format 3
13	Part "B" Commercial Bid (Format 4)



1. SCOPE OF THE WORK:

There is only one canteen at BHEL, IVP, Goindwal and approximately 650 peoples working in the factory premises. They are served with breakfast, lunch, evening snacks, tea and dinner for employees including contract workers, subcontracting workers, other visitors, Guests in different shifts/time slots. The bidder has to make arrangement for preparing breakfast, lunch, evening snacks and dinner for employees and workers working in different shifts and timings. The contractor has to engage supervisor for monitoring the work on daily basis and prepare food, snacks, lunch & dinner as per the specified menu (tentative menu mentioned under menu items which may change from time to time as per the recommendation of the canteen committee of BHEL, IVP, Goindwal. Apart from preparing and serving of the food, the bidder has to engage persons for cleaning of utensils, sweeping and maintaining the canteen premises to make it clean and hygienic. The cleaners and sweeper are not to be used for kitchen work.

WORKING TIME

Normal Working Hours shall be from 4:00AM to 12:00 AM (Midnight) from Monday to Saturday. The rates quoted shall be for monthly working from Monday to Saturday Week basis. Separate rates to be quoted for Sunday/Holidays for Single shift working. These shall be operated against special requirement only.

2. JOB SPECIFICATION:

- To provide breakfast along with tea for Shift A,
 - Tea and snacks for general shift
 - Lunch for A shift and General Shift,
 - Tea for General shift and A & B shift
 - Dinner for B shift
 - Tea for B shift
 - Tea & Snacks for C shift, (Copy Enclosed in the annexure regarding Shift Timing).
- The food has to be prepared in clean, hygienic and safe conditions as per the menu.
- The workers should have worked in large canteens, hotels, Canteens for a period of two years and should have the requisite knowledge and aptitude of preparing vegetarian food
- The kitchen, dining hall, hand wash area, dish wash area etc. will be washed with water and soap solution and moped, after every meal (breakfast, lunch, snacks and dinner) and will be disinfected once in a month or as and when required.
- The garbage collected from the kitchen, dining halls, dish wash area will be disposed of every morning in the area specified near by the canteen area. The surroundings shall be kept clean and hygienic.



- High quality of hygiene, sanitation and safety will be maintained at kitchen and dining halls. All the surrounding area of the Canteen premises should be cleaned and washed daily.
- The Canteen will be opened. by collecting key from the Security office and will be closed by scheduled time and keys should be deposited at Security office on all six days of the week. Any changes in the timings will be as approved by the concerned authorities and the same will be intimated.
- Food is served through counters on self-service basis. However, the used plates will be taken out from the dining tables through trolleys or carrat to the dish wash area.
- After every meal (breakfast, lunch, evening tea and dinner) all the plates, cups, katoris, water glass, spoons, forks, knives etc., are to be cleaned in soap solution and hot water and dried and kept ready for next meal. All the vessels used for cooking also should be washed in soap solution and hot water and should be available for use for cooking the next meal. Cleaning and sanitization should be as per procedure specified by BHEL.
- Dining hall should be washed with water and soap solution and mopped, after every meal.
- Kitchen to be kept clean always and should be washed after cooking every meal with water and soap solution.
- Water Coolers and purifier should be cleaned and maintained as per the instructions by the authority.
- The tea spoons, table spoons, forks, knives, stainless steel tumbler glass, katories should be counted once in a month and the contractor will be responsible for the loss of any items and make the loss if it is found shortage.
- Quarterly stock verification should be carried out for both Utensils and Ration.

Vendor has to provide its manpower proper – Uniform, Shoes, Gloves, Caps, Aprons and other PPEs whichever are essential.

Scope of BHEL, IVP Goindwal

- BHEL will provide ration as per the requirement of the canteen menu and the number of diets to be prepared. The required quantity has to be decided by the supervisor engaged by BHEL and to be issued to the supervisors engaged by the contractor for preparation of the meals/breakfast and snacks etc. as per decided menu.
- Vegetables as per requirement on daily basis has to be decided by the supervisor engaged by BHEL and to be issued to the supervisors engaged by the contractor for preparation of the meals/breakfast and snacks etc. as per decided menu.
- Infrastructure facility(kitchen space)
- Proper lighting facility inside the kitchen space (Including emergency lighting facility).
- Fuel/Gas (commercial gas) supply as per the requirement daily/weekly basis.
- Gas Burners /Bhatti



Tender for Job Contract of Canteen Services including Cooking, Serving and Cleaning for 2 year Period at BHEL, IVP, Goindwal, Punjab 143422
2013-14

- Water Supply.
- Utensils for cooking utensils, serving utensils, Water storage containers etc.
- Washing items like surf, liquid soaps, dish wash pads etc.



3. TERMS AND CONDITIONS

The tender is having two parts one is Part A which consist of Profile of the tender/Bidder information, tender documents and EMD. 2nd part is price bid /commercial bid.

1. Submission of Tender:

The tender should be submitted under two Cover System,

The first cover is termed as Part A with tender documents, Technical Bid as per Format 1, EMD of Rs.150000/- (One lakh fifty Thousand Only), Tender Cost (Rs. 500), with superscription on the cover as **“Tender for Job Contract cooking service including Serving of food and cleaning at the canteen of BHEL, IVP, Goindwal, Part “A”**

The Second cover is termed as Part B **“Sealed Price bid for Job contract cooking service including Serving of food and cleaning at the canteen of BHEL, IVP, Goindwal, Part “B” as per Format 4.**

Both the covers should be Placed in a bigger cover with superscription **“Tender for Jobs contract for cooking services including Serving of food and cleaning at the canteen of BHEL, IVP, Goindwal (NIT No 16496, Due date for opening 03.03.2014 (4.00 PM) .**

2. The Contract will be for a period of Two years, which could be extended further for another One year on mutual consent of either party at the end of two year on the same rates and Terms and Conditions. However in normal circumstances the agreement is terminable by giving 2 months' notice in writing by either party to the agreement.

3. BHEL, IVP, Goindwal, reserves the right to reject any or all the tenders, wholly or partly without assigning any reason thereof. In all matters pertaining to this tender, the decision of the Head of the Unit, BHEL, IVP, Goindwal, shall be final and binding.

4. All tenders and covers should bear the name and address of the bidder and all the pages of the tender document must bear the seal and signature of the bidder.

5. Completed tenders should reach the office of SDGM (HR, CIVIL & MM) BHEL, IVP, Goindwal, Phone **no-01859-224621**, ts@bhelivp.in latest by due date and time

7. Request for any extension of the above deadline shall not be entertained. Delayed and/or incomplete tenders shall not be considered.

8. The Tenders will be opened on due Date and Time at BHEL, IVP, Goindwal. **Representatives of the bidders are welcome to attend.**

9. On the above date, only Part-A i.e., Technical Bid of the bidder will be opened. Bidders will be Qualified on the basis of information provided in Part-A. Part-B submitted



by the qualified bidders only will be opened at a later date under intimation to all such bidders.

10. The Contractor shall fulfill all statutory requirements pertaining to minimum wages and other statutory benefits like ESI, EPF, Minimum wages Act etc., and proper account of payments including minimum wages being made to the workers of the agency. The Contractor shall be solely responsible for any failure to fulfill the statutory obligations and shall indemnify BHEL against all such liabilities, which are likely to arise out of the agency's failure to fulfill such statutory obligations.

The present minimum wages applicable for different category of workers as on (31.12.2013).

Category of workers	Amount in Rs.	Additional minimum wages paid by BHEL in addition to minimum wages of Punjab	Ceiling limit of wage
Skilled	305.14	54.86	9360
Unskilled	240.64	76.92	8680
Semi-Skilled	270.64	81.66	9160

- The contractor has to ensure the minimum wages for skilled category of worker i.e. 305.14/- (Three hundred Sixty Only) per day. Same is liable for revision from time to time by Punjab State Govt. In addition an additional component of Rs.54.86/- per day is payable.
- The contractor has to ensure the minimum wages for un- skilled is Rs. 240.64 per day. Same is liable for revision from time to time by Punjab State Govt. In addition an additional component of Rs. 76.92/- per day is payable.
- The contractor has to ensure the minimum wages for Semi Skilled is 270.64 per day. Same is liable for revision from time to time by Punjab State Govt. In addition an additional component of Rs. 81.66/- per day is payable.
- The revision of minimum wages has to be paid by the contractor to the workers engaged by him and by taking in to consideration of the revision of wage the contractor may quote the price in price bid.
- The Payment of additional component over and above to minimum wages of Govt of Punjab will be proportionately reduced in order to maintain the monthly ceiling limit of Rs.9360/-(Skilled Worker), Rs. 8680/-(For unskilled Worker), Rs.9160/-(For Semi Skilled worker).In case of any point of time the Monthly Minimum wages of Govt of Punjab exceeds the ceiling limit mentioned, the additional component payment will be stopped and actual minimum wages of Punjab Govt. has to be paid.

This is illustrated in following example – Values in Rs.



Tender for Job Contract of Cantine Services including Cooking, Serving and Cleaning for 2 year Period at BHEL, IVP, Goindwal, Punjab 143422

2013-14

Category of Worker	Minimum Wages rate of Govt of Punjab w.e.f 01.09.2013	Monthly Wages	Additional payment by BHEL In addition to Minimum Wages of Govt of Punjab (Monthly)	Ceiling on C+B	Amount Payable Shall be calculated as. <i>This does not include any statutory payments (same shall be payable as applicable)</i>
	A	B	C	D	E=B+C if < D else C shall reduce proportionally to not exceed D
Skilled	305.14	7924.75	2500	9360	9360=(7924.75+1435.25)
Unskilled	240.64	6247.75	2000	8680	8247.75=(6247.75+2000)
Semi-Skilled	270.64	7036.64	2300	9160	9160=(7036.64 +2123.36)
					But In Case B exceeds D then C shall become '0' and only amount B shall be payable.

- **The PF payments/deductions shall be made on Minimum Wages only**
- **The ESI payment/deduction shall be applicable on - Minimum Wages, the additional component or any OT payments as well.**

11. Where counter terms and conditions, printed or cyclostyled conditions have been offered by the Contractor, the same shall not be accepted by BHEL, unless a specific written acceptance thereof is obtained.

12. If the Contractor fails to carry out the Jobs as per the terms and conditions agreed upon, he is liable for forfeiture of EMD/Security Deposit in additions to penalty.

13. The Contractor shall be solely responsible either for any injury, damage, accident to the workman employed by the agency or for any loss or damage to the equipment/property in the areas of work as a result of negligence/carelessness of its workers.

14. The workers employed by the Contractor shall wear proper uniform and name badge, which is to be provided by the Contractor and the agency, shall be responsible for the discipline of his workers. **The workers are not employees of BHEL, IVP, Goindwal**



and shall not have any claim whatsoever on BHEL, Goindwal and shall not act detrimental to the interest of the Company. The workers shall have to follow all the security regulations as directed by Security and firefighting norms of the BHEL. Workers shall not form union or carry out trade union activities in the campus.

15. No accommodation will be provided in the campus for the workers and the Contractor shall have to make their own arrangements.

16. The BHEL reserves the right to terminate the contract on 2 months' notice, if the performance is not satisfactory. The Contractor can also terminate the contract by giving 2 months' notice and also the contractor has to clear all the dues to the Company, assets issued to him, if he is not willing to continue the contract.

17. All the documentation in the tender should be in Hindi/English. Any photocopies/documents submitted in language other than Hindi/English should be accompanied by their attested translated copies in either Hindi or English

18. Sub-letting/Sub contracting the work is not permissible under any circumstances.

19. Successful Contractor shall be required to execute an agreement on a prescribed format (cost to be borne by the contractor)

20. The successful bidders EMD will be converted to Security deposit and the remaining amount of security deposit has to be deposited/recovered/submitted (As per the details given in the column of (General terms and Conditions as part of the agreement clause (F)-Security Deposit-).

21. Tender should be complete in all respect. Incomplete tenders are liable for rejection.

22. REVERSE AUCTION:

“BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder for finalization of the tender. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit “online sealed bid” in the Reverse Auction. Non- submission of „online sealed bid“ by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.”



Information and general terms and conditions governing RA are given below.

Terms & Conditions of Reverse Auction

Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit "online sealed bid" in the Reverse Auction. Non-submission of „online sealed bid" by the bidder for any of the eligible items for which techno- commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form (annexure IV) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL"s standard practice.



12. Bidders shall be required to read the “Terms and Conditions” section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the “Business Rules of Reverse Auction”, which will be communicated before the Reverse Auction.

13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action *as per extant BHEL guidelines*, shall be initiated by BHEL and the results of the RA scrapped/ aborted.

14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.

15. In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

24. Banned Firms: Any firms banned by BHEL or have been convicted by the court of law are not allowed to participate in the tender. Self-undertaking of not being banned by BHEL or not convicted has to be furnished by the bidder.

25. OTHER OBLIGATIONS

1. All workers deployed should be covered under PF/ESI.
2. Contractor should provide Workers with Uniform, gloves, Caps, shoes (mandatorily).
3. All workers should be covered under Group Insurance
4. Al worker should be paid bonus as per the Bonus Act 1965.
5. The workers deployed shall be healthy, active and neither less than 18 nor more than 55 years of age. Nobody shall have any communicable diseases. Annual health checkup certificate in respect of all workers and supervisors engaged by the contractor has to be submitted to the contracting department in charge. The above medical certificate to be obtained from the chief medical officer civil hospital (Tarn Taran/Amritsar).
6. The workers deployed shall be in neat uniform of particular colour and always with photo identity card. The agency shall provide fully trained and disciplined workers. The uniform will be supplied by the contractor from its own cost.
7. The contractor has to provide Photo based Identity card for record of attendance at the gate.
8. The contractor shall bear all the expenses regarding preparation of identity card, compensations, wages and allowances, PF, ESI, Bonus as applicable relating to workers engaged by him and abide by the provisions of various labour legislations



including weekly off and working hours. The contractor shall pay the wages to the workers on or before the 7th of every succeeding month, irrespective of delay in payment of bill by BHEL for whatever reason. Wages payable shall not be less than composite total of the minimum wages payment as declared by the govt. of Punjab from time to time and the additional wages paid by BHEL, IVP, Goindwal.

9. The workers will have to be screened by the contractor regarding their character, antecedents and conduct. IF any reports found against any contract labour in the duration of the contract, the contractor has to remove that particular worker from duty and also the factory premises with immediate effects. Any normal replacement the contractor interested to do may be communicated to the contracting department in writing. Any additional contract labour deployment will be done only by the approval of the contracting department. A copy of police verification regarding character and antecedents may be submitted three months of time from the date of engagement of the contract worker in BHEL, IVP, Goindwal.
10. In case of any loss that might be cause to BHEL due to lapse on the part of the workers deployed by the Contractor, such loss shall be compensated by the contractor/contracting agencies and in this connection, BHEL has the right to deduct appropriate amount from the bill etc. to make good of such loss to BHEL beside imposition of penalty. In case of any deficiencies/lapses on the part of the personnel deployed by the contractor, BHEL shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.
11. In case of death or mishap occurred during discharging the duty; the compensation liability will solely rest with the contractor.
12. The contractor's authorized representative (owner/director/partner/manager) shall personally contact the head of the contracting department or office in charge of administration of BHEL at least once in a month to get feedback on the services rendered by the contractor Viz-a-Viz corrective action required to make the services more efficient.
13. In the event of contract labours being on leave/absent, the contractor shall ensure suitable alternative arrangement to make up for such absence.
14. The contractor shall solely responsible for all payments/dues of the workers employed and deployed by him with reliable evidence provided to BHEL. In the event BHEL makes any payment or incurs any liability, the contractor shall indemnify BHEL completely.
15. Income Tax (TDS) as per rules shall be deducted from the bills of the contractor as per applicable laws.



Tender for Job Contract of Canteen Services including Cooking, Serving and Cleaning for 2 year Period at BHEL, IVP, Goindwal, Punjab 143422
2013-14

16. The contractor should obtain a licence from labour commissioner to engage the contract labour as per contract labour act within a period of one month from the date of awarding the contract.
17. BHEL reserves the right to withhold bills if the contractor fails to produce proof for having remitted the PF/ESI dues.
18. IF any worker of the contractor indulges in theft or any illegal/irregular activities, misconduct, the contractor will take appropriate action as per law and rules against its erring workers in consultation with this office and intimate the worker. Such workers, who indulge in such type of activities, should not be further employed in this office by the contractor in any case.

I/We agree with the above

Executive In charge

Signature of Contractor with Seal



4. MANPOWER:

The following is the minimum Indicative No. of Manpower specified category wise should be available daily in Canteen as follows:

Manpower required at different areas of Canteen	Category of Manpower	Shift-A	Shift -B	Shift-C	Total manpower required
Kitchen	Cooks(Skilled)	2	2	1	5
	Kitchen Staff(Unskilled)	1	2	1	4
Dining Hall	Bearers(Unskilled)	3	2	2	7
	Washers(Unskilled)	1	1	1	3
	Cleaners(Unskilled)	1	1	1	3
Canteen	Supervisor(Semi Skilled)	1	1	0	2
Total		9	9	6	24

Apart from these contractor may engage additional manpower if the work requirement demands so, so as to execute work in a satisfactory manner.

5. SKILL REQUIREMENT AND JOB DESCRIPTION OF VARIOUS STAFF IN CANTEEN

1. COOK:

Skills:

- Should have worked for at least 3 years in a reputed hotel or large catering establishment.
- Should be specialized in South and North Indian dishes, only vegetarian dishes.
- Should have Knowledge of operating various kitchen equipment and maintaining hygiene standards.
- Should be willing to work in shifts both straight and break shifts.

Job Description:



- Should be able to take charge of the kitchen as a Head Cook and direct other Cooks in preparation of the menu desired.
- Should be able to maintain hygienic, cleanliness and safety requirements.
- Should be able to indent sufficient quantity of provision and other material for preparing the day's menu and collect it from canteen supervisor of BHEL as deputed for canteen works.
- Should be able to guide assist cook and other kitchen staff in using the various kitchen equipment's, which are available in the kitchen.
- Should be responsible for the safe custody of raw items and prepared food items during his duty timings.

2. **KITCHEN STAFF:**

Skills:

- Should have worked for at least 2 years in large kitchens.
- Should have knowledge of the methods and practice of large-scale food preparation.
- Should have knowledge of basic kitchen sanitation methods.
- Should have knowledge in use, operation and maintenance of kitchen equipment. Ability to operate kitchen equipment. Ability to perform works requiring considerable standing and light - medium physical effort, under hot working conditions.

Job Description:

- Should be able to Wash/peel and/or cuts various ingredients to prepare for cooking or serving and inspects cooking equipment's, kitchen equipment's and work areas in order to ensure cleanliness and functional operations.



- Should assist cook and prepare rice, sambar, rasam, vegetable curry, chapatti, puries and other dishes etc. Specified in the canteen menu as recommended by the canteen committee of BHEL, IVP, Goindwal.
- Should be able to assist the cooks in cooking.
- Should be able to Use manual and electrical appliances for atta kneading, cutting vegetables, wet grinding, Potato peeler, idli cooker, pressure cookers etc.,

3. BEARER:

Skills:

- Should be able to take full charge of Dining Hall activities.

Job Description:

- Should fill the Serving Counter with freshly prepared food, keep drinking water, rasam, buttermilk on each table and they have to bring freshly prepared chapattis, poories, dosa, idlies etc., from Kitchen to the Serving Table Counters.
- Should help in preparing fruit salads, fruit juice, buttermilk, bread roast, whenever they are in day's menu.
- Should do any other duties assigned to them from time to time in dining hall.

4. WASHERS:

Job Description:

- Washers have to wash with soap solution, hot water, all Plates, Spoons, SS Water Glass etc., after every meal.
- Washers have to clean the dining tables and dining hall before every meal and also after every meal with water soap solutions.
- Washers have to use perfume disinfectant while swabbing the dining hall after thorough washing.
- Washers have to clear the trolley for washing purposes and bring back the trolley /carat after cleaning to the dining hall.



- Washers have to clean the dining tables soon after the boarder vacates the dining table after every meal.
- Washers should keep the dining hall very clean and tidy at all times.
- Washers have to do any other assigned duties from time to time.

5. GENERAL CLEANING STAFF:

Job Description:

- Should have to wash big vessels like dishes, parat, Idli Stand, Rice Cooker Pan and Rasam vessels etc., after cooking. They have to clean the kitchen after preparing the food, free from oil, soot etc., with water and soap solution.
- Should have to clean the exhaust system filters, burner stoves, Dosa Thava, Atta kneader, wet grinder and other kitchen equipment's after use.
- Should Clean the Dining Hall, Kitchen and surrounding area.
- Should perform any other duties assigned to them from time to time.

6. SUPERVISOR:

Skills:

- Should have worked in a reputed hotel or large catering establishment for at least 3 years.
- Should have knowledge of cooking and serving for large number.

Job Description:

- The Supervisor is responsible for the attendance, deployment, work and conduct of the contract employees.
- The Supervisor will make arrangements for substitutes, in case any Contract Staff is absent.
- The Supervisor will also provide extra manpower, if required, at a short notice.



6. GENERAL TERMS AND CONDITIONS AS PART OF AGREEMENT:

- a. **Disputes:** Any disputes/arbitrations shall be subject to Tarn-Taran, Punjab jurisdiction.
- b. **Insurance to Employees:** All employees engaged by the contractor shall be comprehensively insured for accidents and injuries by the contractor at his own cost.
- c. **The duration of the Contract:** The duration of contract is for a period of **Two years**, this may be extended further for **One year**, on mutual consent basis and subject to satisfactory performance of the contract.
- d. **Bills and Payment Terms:** The payment will be made **monthly** - upon satisfactory completion of job contract services and related miscellaneous works mentioned in Scope of Work and Job Specifications and as per actual manpower supplied. In case of shortfall in supply of manpower, the payment will be deducted at the rate of 1.25 times of the applicable wages in addition to the penalty as specified under other conditions page no-27 clause (H) under Penalty Clause.

The bills should be submitted monthly in triplicate by 8th of the succeeding month. These should be accompanied by – Remittance details of Salaries, PF, ESI of the staff employed by the Contractor, Certificate of Satisfactory Completion of work from the authorized representative of (BHEL). The works attended to as per job specification and scope of work, vis-à-vis scheduled work and its satisfactory completion has to be certified by the nominated Canteen Supervisor, and SDGM (HR, Civil & MM)/Nominated executive of HR department , before release of payment. Any other documentation in support of compliance of Tender terms and Conditions as deemed fit by BHEL shall have to be provided.

Payment will be made within 10 days through EFT. ***Income tax deduction will be applicable on the payments of the Contractor as per Income Tax Rules***



Payments to Workers deployed shall be made by the Contractor up to 7th of the succeeding Calendar Month and shall in no way be linked to the release of Payment by BHEL.

- e. **Indemnity:** The Company shall be indemnified for all losses due to commissions and omissions of any person deployed by the contractor. There shall not be any loss or damage caused to the company on account of any negligence, carelessness, acts of omissions/commissions of contractors, his employees or staff and the same shall be made good by the contractor. It shall be made very clear that the employees/staff engaged by the contractor shall not be treated or considered as employees of BHEL, IVP, Goindwal under any circumstances. The contractor shall defend, indemnify and hold the company harmless from any liability or damage, law suits, penalties imposed by any State or Central Government Department or statutory body or by a third party for reasons of violation of any of their statutory provisions or requirements. The company shall not be liable for any damage or compensation payable to any workmen or to any person as a consequence of his work and the company shall be completely indemnified accordingly.
- f. **Security Deposit:** Security deposit shall be collected from the successful bidder. The rate of Security deposit will be. Rs. 4.00 lakhs /- (Rupees four lakhs only) + 5% of the amount by which Tender Value exceeds Rs. 50 lakhs. The security deposited shall be deposited before start of the work by the contractor. This shall be deposited in the following modes.
- I) Security Deposit may be furnished in cash (as permissible under the Income Tax Act)
 - ii) Pay Order, Demand Draft in favour of BHEL, IVP, Goindwal payable at Goindwal Sahib/Amritsar.
 - iii) Local cheques of scheduled banks subject to realization
 - iv) Securities available from post offices such as National Saving Certificates, kisan Vikas Patras etc. Certificate should be held in the name of the contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back
 - V) Bank Guarantee from Scheduled banks/public financial institutions as defined in the companies act. The bank guarantee format should have the approval of BHEL
 - vi) Fixed deposit receipt issued by scheduled banks/ Public financial institution as defined in the companies act. The FDR should be in the name of the contractor, A/C BHEL duly discharged on the back.
 - vii) Security deposit can also be recovered at the rate of 10% of the bill amount from the running bills. However in such cases at least 50% of the security



deposit should be collected before start of the work and the balance 50% shall be recovered from the running bills.

Viii) EMD of the successful bidder can be converted and adjusted against the security deposit.

IX) The Security deposit shall not carry any interest.

(Note- Acceptance of Security deposit against Sl.No (IV) and (VI) above will be adjusted to hypothecation or endorsement on the documents in favour of BHEL. However BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected herewith)

If the contractor fails to carry out the entrusted Job Contract Services and related miscellaneous works within the stipulated time and as per the Scope of work and Job Specification. BHEL,IVP,Goindwal reserves the right to impose penalty as specified in the Penalty Clause and has the right of get the work done through someone else and in such cases the security deposit will be forfeited.

- g)** On completion of Job Contract Service entrusted to the contractor satisfactorily. If the work is not satisfactory he is liable for forfeiture of Security amount deposited. The Security Deposit made by the Contractor to be released only after producing the proof of compliance and Provident Fund, Minimum Wage etc.
- h)** The books of accounts regarding attendance, acquaintance, wages paid, PF Accounts etc., are to be maintained properly and produced for inspection to BHEL, IVP, Goindwal, whenever asked for and BHEL can take penal action for non-compliance.
- i)** The contractor shall provide the required number of efficient and reliable workers, in the respective categories for all shifts on all days of week. Sunday will be holiday but as per the requirement they may be called on Sunday (single shift working on prior intimation).All the national holidays/local holidays canteen may remain open Intimation will be given as per the requirements.
- j)** The contractor shall be responsible for the discipline of his workers.



- k)** The normal working hours of canteen will be from 5.00 a.m. to 12.00 Midnight (Monday to Saturday). However, if the call for special services beyond these hours on special occasions shall be attended without any additional payments.

Workers shall be deployed in eight hour shift basis only and any overtime shall have to be duly compensated as per norms by the Contractor without any extra payment from BHEL.

l) The workers employed by the contractor:

- a) Shall not act in any way detrimental the interest of BHEL, IVP, Goindwal.
- b) Are not employees of BHEL, IVP, Goindwal and shall not have any claim whatsoever on the Company.
- c) Uniform: All personnel appointed by the contractor shall wear approved uniforms as specified by the BHEL during working hours for proper identification of employees of different agencies.
- d) The contractor shall provide Photo ID Cards to the staff. It will be verified and certified by BHEL, IVP, Goindwal Chief Security & Vigilance Officer.
- e) Have to follow the security instructions as directed by the Security Officer of BHEL,IVP,Goindwal.
- f) They shall not participate in any strike or protest in any form or should not be associated with any union activities.
- g) All Contract workers are required to do their duty maintaining hygiene, cleanliness and safety.
- h) The list of workers and their profile has to be submitted to SDGM (HR, Civil &MM) for approval and should be employed only on the approval by SDGM (HR, CIVIL & MM).
- i) Whenever any claim for the payment of whether liquidated or not, arises out of or under this contract against the contractor, the BHEL shall be entitled to recover such sum by appropriating in part or whole, the security deposit by the contractor. In the event of security deposit money being insufficient, then the balance or the total sum recoverable, shall be deducted from any sum then due or which at any time thereafter may become due to the contract under this or any Security Deposit shall be withheld till such



claims of the company and finally adjudicated upon and paid by the contractor.

- j) The company reserves the right to terminate the Job Contract Services within 2 months' notice before its expiry, if the performance is not as per our Job Specification. The contractor can also terminate the contract by giving 2 months' notice and clearing all the dues towards the company, if he is not willing to continue the contract.
- k). There will be a periodical evaluation of the work performed by Contractor and he will be informed about the same.
- l) The Contractor shall comply with all the requirements under labour and other relevant laws and maintain the required documents. Any violation or non-compliance shall be viewed very seriously resulting in penal action as well as termination of the contract depending on the seriousness of the violation.
- m) On all matters pertaining to this work order, the decision of the Head HR of the BHEL, IVP shall be final and binding.
- n) Sub-letting/Sub contracting the work is not permissible under any circumstances.

7. OTHER CONDITIONS

- a. Adequate number of manpower should be supplied so that the work is done in specified time. Sufficient number of workers should be available to carry out the Job Contract at the canteen.
- b. All records shall be maintained by the Contractor as a part of record of day-to-day work done, they shall be daily authenticated by the canteen Supervisors designated for the work. They shall become the basic documents for preparation of bills on monthly basis. They shall be maintained in duplicate, one set with each of the supervisor of the Contractor and BHEL.
- c. The works as specified in job specifications have to be carried out as per the schedule and also within the stipulated time given. The contractor shall employ the specific numbers of manpower in different areas to carry out the activities on time.
- d. L1 shall be arrived on the basis of overall lowest bid submitted in the Price Bid/RA for the entire period of contract including service Tax. 26 Sundays/holidays per year shall be considered for arriving at overall L1 vendor



- e. Monthly Rates quoted shall be firm for the period of the Contract and no variation shall be allowed during the entire period of the contract or extended period.
- f. Work shall be supervised and verified for Quality and Quantity purposes by BHEL appointed supervisor and instructions of the BHEL supervisor shall have to be fully complied.
- g. Preparation of meal shall be as per Menu Communicated by BHEL. Tentative menu.

8. PENALTY CLAUSE:

Work not done satisfactorily would be recorded and rejected for payment. Reasons for rejection would also be recorded.

Penalty shall be up to Rs.1000/- (One thousand only) per day, per fault/unsatisfactory work.

The cost of execution of the work at the risk and cost as well as the penalty shall be recovered in the next bill that falls due and if the amount of recovery exceeds the bill amount, recoveries shall be made from the Security Deposit, which has to be made good within 15 days of the short fall.



9. TECHNICAL BID

FORMAT 1

(All information should be clearly mentioned in capital letter and related documents may attached as a documentary proof)

SI No.	Description	Details
1	Name of the bidder	
2	Address of the bidder Contact Person Name Designation Contact person Phone Numbers Contact person email id	
Qualifying criteria		
SI No.	Criteria	Complied (Yes/No)
3	Bidder should be registered and having valid labour license. Appropriate documents/certificate in support of this may be submitted along with the tender document for support of this.	
4	Provident fund Number (Provident fund code is not a pre-condition for participation in the tender. PF no. shall, however, is required to be submitted by the contractor before deployment of contract labour to commence the work	
5	ESI code(copy to be enclosed)	
6	PAN number(Copy to be enclosed)	
7	Service Tax Number (Copy to be enclosed)	
8	Experience certificate for last 3 years having provided catering service to the organizations with 300+ manpower. (Experience Certificate should clearly indicate No. of manpower, which was served, and period of contract and performance.)	



	TDS Certificate/Form 26AS copies indicating deductions from firms from which Experience Certificate is provided also to be attached). Work orders/LOIs/agreements are not accepted as proof of experience	
9	Should be having average annual turnover of Rs. 30.00 lakhs for last three years (i.e. 2010-11, 2011-12, 2012-13) in the similar kind of business. (Audited balance sheets with P&L statement, IT returns to be submitted)	
10	Capability of providing said services and manpower (Self-undertaking to be given)	
11	Self-Undertaking that not been blacklisted by BHEL or by any other firm or not been convicted by court of law.(Self-Undertaking to be given-Copy may be enclosed).	
12	Acceptance of All Terms and Conditions of Tender	
13	NEFT Format Attached	
14	Tender Cost Details	
15	EMD Details	
16	Micro and Small Enterprises details(Supportive document may be enclosed)	
17	The tender documents are not transferable.	
18	The validity of the tender is for 90 days.	
19	Rate of Service Tax Applicable (%)	
20	Acceptance to participate in Reverse Auction	

(None fulfillment of any of the qualifying criteria's or non-acceptance of Tender Terms and Conditions shall lead to disqualification from the tender)

Declaration by the bidder:

This is to certify that I/We before signing this tender have read and fully understood the tender document and all the term and conditions here in and undertakes myself/ourselves to abide by them.

Encls. DD/Bankers cheque of (EMD) No:

: Terms and conditions (one ach page must be signed and sealed)

: Financial Bid (Unfilled)

Date:

(Signature of Bidder with seal)

Name:

Phone NO.



10 TENTATIVE MENU

Description	Breakfast(VEG)	Lunch(VEG)	Snacks (Evening)- VEG	Dinner(VEG)
Days				
Monday	Veg Noodles	Dal makhni, Seasonal vegetable ,curd/raita,fried rice,Papad,Roti,Mix Salad, Pickle	Rusk	Same as Lunch
Tuesday	Puri+Channa	Black/White Channa,Vegitable,C urd,Fruit, Plain, Rice, Papad, Roti, Mix Salad, Pickle	Mathi	Same as Lunch
Wednesday	Stuffed Prantha	Rajmah/Arhar Dal(Alt. Week) Vegetable, Raita,Jeera, Rice, Papad, Roti, Mix Salad, Pickle	Samosa	Same as Lunch
Thursday	Puri+Channa	Curry, vegetable, Plain rice, Sweet, Papad, Roti, Mix Salad Pickle	Pakoda	Same as Lunch
Friday	Stuffed Prantha	Sambar, Mix Veg.,Plain Rice,Curd,Papad,Ro ti, Mix Salad, Pickle	Fruit bun	Same as Lunch
Saturday	Fruit Bun	Mutter Paneer, Dal, Kheer, Pulao, Papad Roti, Mix Salad, Pickle	Fan	Same as Lunch
Sunday	As per requirement(will be intimated separately if required)			

The above menu may change periodically. The changes shall be communicated by BHEL, IVP and shall have to be complied.



**11. FORMAT 2 FOR MSE
Certificate by Chartered Accountant on letter head**

This is to certify that M/s.....(hereinafter referred to as company) having its office registered office atis registered under MSMED ACT 2006(Entrepreneur Memorandum No(part 11).....datedcategory(Micro/Small) (Copy Enclosed).

Further verified from the books of accounts that the investment of the company as on date.....as per MSMED Act 2006 is as follows.

1. for manufacturing Enterprises: investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the ministry of small scale industries vide its notification no.S.O.1722 (E) dated October 5, 2006.

2. For service enterprises: investment in equipment's (original cost excluding land and building and furniture's and other items not directly related to service rendered or as may be notified under the MSMED act 2006.

Rs.....Lakhs.

The above investment of Rs.....lakhs is within permissible limit of Rs.....lakhs forMicro/Small (strike off which is not applicable) category under MSMED Act 2006.

Date:

**Signature
Name:
Membership Number
Seal of the Chartered Accountant**



12. FORMAT 3 TO RECEIVE E-PAYMENT THROUGH EXISTING ACCOUNT WITH SEFT/RTGS ENABLED BANK BRANCH

Sub: E-payments vide SEFT/RTGS - Reg. VENDOR CODE AS PER BHEL	
VENDOR NAME AS PER BANK RECORDS	
ACCOUNT TYPE	
BANK ACCOUNT NUMBER	
NAME & ADDRESS OF THE BANK	
BRANCH CODE	
BRANCH RTGS CODE	
BRANCH MICR CODE	
NAME OF THE AUTHORISED SIGNAROTY	

I/we confirm that I/We will bear the charges, if any levied by my/our bank for the credit of SEFT/RTGS amounts in our account.

For.....

SIGNATURE

(Authorized signatory)

Date:

We confirm that we are enabled for receiving SEFT/RTGS credits and we further confirm that the account number, the signature of the authorized signatory, branch code, RTGS code and MICR code of our branch mentioned above are correct.

BANK VERIFICATION

(Manger's/Officer's signature under bank stamp)

Date:



13.

FORMAT 4

PRICE BID

Sl.No	Description of work	Unit	Quoted Rate (Rs.) (In figures and Words both) Excluding Service Tax
01	Providing Canteen Services at BHEL Goindwal including Cooking, Serving and Cleaning Services as per the work description mentioned in the Tender for a period of 2 years.	Monthly rates (on 6 days week basis)	
02	Additional Rate for Single shift to be operated on Sundays/Holidays (as per requirement)	For Single Shift	
Rate of Service tax applicable (%)			

I/We agree to the above.

(Signature of Bidder with seal)

Name:
Office Address:
Phone NO.