

# **Bharat Heavy Electricals Limited**

(A Govt. of India Undertaking)

Boiler Auxiliaries Plant, Ranipet 632 406, India

**HUMAN RESOURCE MANAGEMENT DEPARTMENT**

FAX : 91 - (04172) – 241102 Phone : 241189 , 284028



AN ISO 9001 COMPANY

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**Tender No.BHEL/BAP/HR/CT/SPL:00**

**Dated: 20/12/2014**

**GENERAL TERMS & CONDITIONS**

## **TENDER FOR OUTSOURCING OF**

### **SPECIAL CANTEEN AT ADMN. BUILDING BHEL RANIPET**

**Contract period : One Year**

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- 1. Scope and General Terms & Conditions**
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- 4. Acceptance for EFT/RTGS Form( Two Original Forms to be Submitted)**

**Last date for submission : 12/01/2015 At 15.00 Hrs.**

**This Document Contains 16 Pages**

Prepared By

**Sr. Accounts Officer / HR-Canteen**

Verified By

**Sr.Executive / HR-Welfare / Canteen**

**Sr.DGM/HR**

Approved By

**AGM/HR&IC**

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## **TENDER FOR OUTSOURCING OF CATERING AND HOUSEKEEPING SERVICES SPECIAL CANTEEN AT ADMN. BUILDING BHEL RANIPET TENDER DOCUMENT**

**Tender No. BHEL/BAP/HR/CT/SPL:00**

**Dated: 20/12/2014**

### **GENERAL TERMS & CONDITIONS**

Last date & time for submission of sealed tender

**: 12/01/2015; 15.00 Hrs**

Date & time of opening the tender

**: 12/01/2015; 15.30 Hrs**

Venue

**: At HR conference Hall**

**BHEL, Ranipet-632 406, Tamil Nadu.**

Tender to be submitted in two parts in separate sealed covers i.e. Part 'A' and Part 'B' as per the guidelines stated under clause XI (How to Quote).

### **I. GENERAL INFORMATION**

The Company is desirous of engaging an agency in catering services viz. Supply of Meals during lunch time for its Designated Dining Hall at BHEL Ranipet, PIN: 632406, Vellore District, T.N.

### **II. Eligibility Criteria (Mandatory)**

1. (i) The agency should have an average annual financial turnover of Rs. 10 lakhs per annum during the last three years between 01/04/2011 and 31/03/2014 and currently in business. Documentary evidence and performance certificate, clients list with contact person(s) and Phone No. of the client shall be submitted.  
(ii) The agency should have experience of having completed similar works during the period between 01/01/2008 and 31/12/2014, similar works means 'Out Door Catering service' to Factories/ Offices/ Industries/ Institutions/ parties,/ functions in any one of the following:-
  - a. Three similar completed works each costing not less than an amount equal to **Rs.13.50 Lakhs.** (OR)
  - b. Two similar completed works each costing not less than an amount equal to **Rs.16.90 Lakhs.** (OR)
  - c. One similar completed work costing not less than an amount equal to **Rs.27.00 Lakhs.**
2. The Successful Contractor should be registered with Factory Inspectorate under Factories Act as a "Industrial Canteen (VR-3400)" and FSSAI certificate if not, the successful contractor should get registration with the concerned authority within **"Two Months"** from the date of LOI and get the certificate.
3. The Successful Contractor should have adequate infrastructure facilities viz. Kitchen & required kitchen equipments in the nearby locality, and if not, they have to create the infrastructure facilities viz. Kitchen & required kitchen equipments in the nearby locality within **"15 days"** from the date of LOI. Necessary 'Undertaking' is to be furnished in the enclosed form. Authorized officials from BHEL/BAP will visit and inspect the facility and approve. The decision of BHEL is final in this regard.

### **Other Conditions**

- a. Audited balance sheet and P&L account for the past three preceding financial years shall be furnished.
- b. BHEL reserves the right to reject any or all the bids at any time without assigning any reason whatsoever. The opinion / decision of BHEL regarding the acceptance or rejection of the bid shall be final and conclusive.
- c. Any Certification like ISO 9000 or any other standardization certificates will be preferred.

The Lunch according to the menu table given below and as per the request of Canteen Management will have to be prepared daily except on Sundays and Holidays at the allotted/approved Kitchen by BHEL, transported to BHEL Special Canteen at Admn. Building Dining Hall at your cost and served to BHEL Employees, Customers and Guests exactly at 12.00 AM by the Contractor's employees and all the items of Menu should be served till the end. The lunch will be arranged for proper service to the users on Buffet by the contractor as per the below mentioned Menu and quantity to be monitored by the contractor on a day to day basis. All items will be served on the basis of Swiping by the Employees OR by obtaining necessary value of coupons OR Guest coupons issued by the Departmental Head OR any other method authorized by BHEL from time to time.

#### **MENU TABLE FOR LUNCH - 150 PLATES PER DAY APPROXIMATELY**

SL.NO	MENU: Service Type - <b>Unlimited Buffet</b>
1	Chappathi – 30 gms each. Minimum of three Chappathis.
2	Plain Rice- Ponni Boiled Rice on all days Besides Plain Rice, the following items shall be served on the days mentioned. Quantity of Plain Rice can be reduced to that extant. Tuesday & Friday : Vegetable Biriyan with Onion Raitha.
3	Chenna Masala, Mixed Veg. Khorma, Aloo Palak, Dhum Aloo, Brinjal Masala, Veg. Chettinad, Aloo Mutter, Aloo Gobi etc.,(One from the above for Chappathis. should not be repeated in a week)
4	Kootu/ Poriyal ( Different Kootu/ Poriyal on different Week days should be served. Kootu and Poriyal should be served alternatively)
5	Sambar (Not required on Tuesday and Friday).
6	Vathal Kulambu/ Puli Kulambu/ More Kulambu (Not required on Tuesday and Friday).
7	Rasam ( Different varieties of rasam on different week days)
8	Curd -100ml preset and covered in food grade paper cup.
9	Pickle (Mango, Lemon, Mixed veg. Thuvaiyal Etc.,)
10	Appalam (9 cm dia)/Vadam/ Appalapoo
11	Onion /Carrot/Tommatto etc.– 2 slices

#### Conditions to be met with respect to quality of food items:-

- Chapatti (Size 160 mm dia& 30 gms weight) should be prepared in your kitchen. Should not be ready made or bought out. Agmark variety wheat flours should be used.(Maida flour should not be used or mixed even for spreading).
- Buffet system - no restriction on any food item including chapattis.
- Only Agmark Sunflower oil should be used for cooking purpose
- Ajinomoto, palm oil and coloring agents should not be used
- Menu items should be available up to 13.00 hours.

All items should be sumptuous and rich in quality. 5% of payment will be cut for delayed supplies.- i.e., For normal lunch beyond 12.00 hrs. If there is shortage in any one of the items (Sl.No. 01 to 11) as above, the item will be supplied by BHEL at the risk and cost of the contractor and necessary recoveries will be made from the contractor's monthly bills.

### **III) FACILITIES TO BE PROVIDED FOR SERVING LUNCH:**

#### **( a ) BY BHEL:**

Free of rent building for service (Dining Hall ), Furniture (Dining Tables & Chairs), Fixtures, Hot cases for buffet, Table-wares (Plates, cuttories, water tumblers, water jugs etc), Electricity and Water will be provided by BHEL.

**( b ) BY THE CONTRACTOR:**

1. The rate quoted should be all inclusive i.e., Cooking Equipments, serving Vessels including Bain Marie, Utensils, chef-in dishes/hot ranges, cost of raw materials, Labour charges for Cooking at contractor's kitchen and Transportation to BHEL Dining Halls , arranging & Serving Charges through Buffet, Washing Charges of all Vessels used for service, Cleaning of Tables and Dining Halls after each use, serving water to users at tables in dining halls during lunch, other overhead charges inclusive of minimum wages as per Minimum Wages Act. The current minimum wage for USW is Rs.281/- per day per worker if engaged on daily basis and Rs.7775/- per month per worker if engaged on monthly basis. And Rs.3200.00 per month per employee as additional payment, which will attract PF,ESI and Bonus. Any minimum wage, additional wage increase during the contract period will be borne by the contractor. The workers should be engaged minimum of 8 hrs. per day in the premises of BHEL. Wages for weekly off (1day off for every 6 days of work) shall be paid to the Contractor's employee. EL (1 day Leave for every 20 days of work) shall be given based on the nature of engagement of the worker. Employment card to be issued. Monthly wage slips shall be issued to the Contractor's workers. ESI medical cards shall be arranged and issued to them. Bonus shall be paid to the contract workers as per Bonus Act @ 8.33% as minimum. The quoted rate should also inclusive of bonus as per Bonus Act, all taxes, uniform, profit and other administrative cost, all decorative works with materials and cleaning materials inclusive of spray, scented doop sticks to be used in the dining halls etc.
2. The caterer shall engage sufficient number of competent employees for running the Dining Hall services. Expenses on account of payment of salary / wages / provisions of food stuffs / food for the Contractor employees / Uniform / Personal Protective Equipments, and other benefits including statutory payments like PF, ESI, Holiday wages, Gratuity, Bonus, etc., to the employees engaged by the Contractor shall be borne by the caterers. The caterer shall have full control over his employees including the right to appoint, determine service conditions, discharge, dismiss, supervise or otherwise terminate their services at any time. The caterer shall be solely responsible for any claim arising out of employment or termination of employment of his employees and for statutory payments.
3. BHEL will not be liable for any medical attendance, injury/ loss of life of the persons engaged by the contractor in the preparations, transportation of the food items to dining hall and service in the respective places as per the contract. A suitable insurance coverage for the workers employed by the contractor shall be arranged by the contractor at the contractor's cost.
4. The contractor shall give suitable safety education /instruction to his employees and shall be responsible for the personal safety of his employees when they work in BHEL premises. The contractor shall ensure that his workers including the supervisor wear uniform coat, cap, gloves and identity card issued by him always while entering the dining hall. The contractor shall ensure that such uniform or identity card should not have any resemblance to BHEL's brand name or its logo or trade mark, etc and the uniform and identity card provided by the contractor shall clearly establish that the labourers are employed by the contractor.
5. The caterer shall comply with the provisions of the Factories Act 1948, Contract labour (Regulation and Abolition) Act 1970, ESI Act 1948, Workmen Compensation Act 1923, Employees Provident Fund and Miscellaneous Act 1952, Minimum Wages Act 1948, Payment of Wages Act 1936, Payment of Bonus Act 1965, Payment of Gratuity Act 1972, Tamil Nadu Catering Establishment Act, Tamil Nadu Industrial Establishment (National & Festival Holidays) Act 1958 and the Rules framed thereunder or any other Laws and Rules as may be applicable from time to time w.r.t. the workers engaged by the contractor. The caterer when required by the Company shall produce the registers and records for verification and comply with other directions issued by the company for compliance of the statutory provisions.

6. The caterer shall employ such personnel who are medically fit and above the age of 18 only. The company has right to direct the caterer to remove from the premises such of his personnel who may be physically, hygienically, clinically or medically unfit.
  7. The contractor do hereby undertake to indemnify BHEL against any payments to be made under and for observance of the Regulations aforesaid without prejudice to the rights of BHEL to recover the same from the EMD/Security deposit or any payment due and payable to the contractor.
- (c) **Our Lunch time is at present from 12.00 Hrs. to 13.00 Hrs. This may be changed at BHEL discretion. The lunch will have to be served at Admn. Building Special Canteen Dining Hall w.e.f. 01.02.2015 on all working days.**
- (d) **The contractor has to monitor the trend and bring sufficient number of lunch to be supplied for the day. On an average, the no. of Lunch required will be approximately 150 per day.**
- (e) **The food items are subject to test check at BHEL discretion both at Supplier's preparation area and at BHEL premises.**
- (f) **All consumers should have been served with all items as per menu daily. In case of shortage / non-supply of food items in time or if the food items supplied are not of expected quality, the total charges on account of alternate arrangements made by BHEL to supply lunch to our employees, shall be deducted from the Contractor's running bill. The total food items for serving the Lunch should reach our Dining Hall at 11.30 AM sharp without fail and must be kept neatly arranged ready for Buffet service at the counter/Tables. Timely service of Lunch is very important and the Contractor shall ensure fresh and Hot Lunch served to all users within the stipulated Lunch Timings by all means. The left over food and the Plate wastes after cleaning of Vessels should be taken back by the Contractor.**
- (g) **The bill for every month shall be prepared by the Contractor on the basis of the quantity supplied based on daily swiping by the employees / by obtaining necessary value of coupons / guest coupons and any other method authorized by BHEL from time to time and get clearance from Welfare Section / BHEL, Ranipet by submitting the the proof of PF, ESI payment. A separate register should be maintained by the contractor for this purpose.**
- (h) **The consolidated statements and cleared Bills shall be preferred by the Contractor on the last date of the month and submitted by 1<sup>st</sup> of every succeeding month to the Sr. Accounts Officer/Canteen for checking the same whether the daily consumption claimed by the Contractor is in line with the Register maintained by him for this purpose and only on his Certification, arrangements will be done for the payment by crossed Cheque and the same will be sent to the contractor within 15 days from the date of receipt of the monthly bill.**
- (i) **The contract rate will be constant during the contract period of One Year. No rate increase shall be accepted by BHEL whatsoever be the reasons. The quoted rate must be inclusive of all expenditures and taxes. However payment of service tax will be reimbursed to the contractor based on his claim and production of proof towards payment. The contractor shall submit Service Tax Registration Certificate copy, Original Invoice, Service Tax payment certificate and copy of Service Tax payment challan.**
- (j) **The Lunch supplied must be of good and acceptable quality. The menu given in the order must be diligently followed and if any changes are to be effected it should have prior BHEL approval and all the items of menu should be available to all the users.**

- (K) The contractor shall be solely responsible for entire cleaning works such as plate washing, dining hall cleanliness, cleaning vessels with water, etc. at his own cost. The dining hall and its immediate approach pathway should be kept always sterile, neat, tidy and free from dirt by the contractor. Remains after cleaning of plate, vessel, etc. including plate wastes should be taken back by the contractor on each supply everyday and the dining hall should be kept clean.
- (I) All other details regarding facilities to be provided by BHEL, Menu, Payment terms, contract period, insurance, Personnel codes of the caterer, security check and its compliances, transportation, etc. will be as per the Special Terms & Conditions of the tender enclosed herewith.

#### **IV. PRE-CONDITIONS AND CONTRACT PERIOD**

The contract will be awarded from the date of commencement for a period of One Year. Further extension of Contract period shall be mutually agreed. However, the contract may be terminated due to violations or Non-performance of the Contract conditions by giving one month's Notice only by BHEL, HRM Canteen.

#### **V. EARNEST MONEY DEPOSIT**

The tender bid must be submitted together with a Demand Draft in favour of Bharat Heavy Electricals Ltd., Ranipet-632406, payable at SBI, Mukundarayapuram, (Branch code:7013) on any scheduled Bank for **Rs. 1,00,000/-** ( Rupees One lakh only) towards Earnest Money Deposit (EMD). The tender will be rejected if the Demand Draft not submitted or Earnest Money Deposit (EMD) remitted in any other form other than Demand Draft/Cash.

The tenderer is not entitled for any interest on the deposit or any right for award of the contract. **The deposit amount shall be forfeited if the tenderer, after submitting his tender, resiles from his offer or modifies the terms and conditions thereof or fails to enter into agreement and take up the work within one week of awarding the contract.** Earnest Money Deposit shall be returned to all un-successful tenderers.

#### **VI. SECURITY DEPOSIT SECURITY DEPOSIT :**

**VI.1.** The Security Deposit should be remitted by the successful tenderer. The rate of Security Deposit for the annual contract will be as below:

For contract value upto Rs. 10 lakhs	: 10 % of contract value
For Contract value above Rs.10 lakhs upto Rs.50 lakhs	: Rs. 1 lakh + 7.5% of the amount exceeding Rs. 10 lakhs.
For Contract value above Rs.50 lakhs	: Rs. 4 lakhs + 5% of the amount exceeding Rs. 50 lakhs.

The Security Deposit should be remitted before start of the work by the contractor. The EMD amount of the successful bidder can be converted as security deposit and the balance amount shall be remitted. No interest will be paid to the Contractor for the amount deposited during the period of agreement.

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**VI.2.** Security Deposit may be furnished in any one of the following forms.

- i. Pay Order, Demand draft infavour of BHEL, Ranipet, payable at SBI, MR Puram (Br.Code:7013).
- ii. Local Cheques of scheduled banks, subject to realization.
- iii. Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc.( Certificates should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back)
- iv. Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL, Ranipet.
- v. Fixed Deposits Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the ContractorA/C, BHEL, duly discharged on the back.
- vi. Security Deposit can also be recovered at the rate of 10% of the running bills. However in such cases at least 50% of the Security Deposit remitted before the start of the work and balance 50% may be recovered from running bills.

**VI.3.** Failure to pay the security deposit shall be treated as failure to discharge the duties under the contract and shall result in cancellation of the offer of the contract, EMD will be forfeited and the tenderer shall be liable to compensate BHEL for any losses incurred by BHEL. The security deposit shall be refunded within a reasonable time after the date of expiry of the contract subject to the contractor carrying out all obligations / operations as required under the contract.

**VI.4.** BHEL reserves the right to appropriate any part or whole of the amount of the security deposit without prejudice to other claims against this contractor for losses suffered by BHEL due to failures on the part of the contractor or due to termination of contract or contractor becoming disqualified because of liquidation / insolvency or change of composition. The decision of BHEL in respect of such losses, damages, charges, expenses or costs, shall be final and binding on the contractor and the decision shall not be questionable.

**VII. Risk clause.**

- i. Notwithstanding anything contained in any other clause, BHEL reserves the right to terminate the contract forthwith by giving a notice to the contractor 24 hours in advance due to any failure on the part of the Contractor in discharging his obligations under the contract or in the event of his becoming insolvent or going into liquidation. The decision of the BHEL about the failure on the part of the Contractor shall be final and binding on the Contractor.
- ii. If there is any stoppage of service in any area referred under scope of the contract due to any reason, the Contractor is liable for penalty action as desired by BHEL.
- iii. In the event of any failure on the part of the Contractor, BHEL shall have the right without any prejudice to get the work done through any other alternate agency at the risk and cost of the Contractor. The additional cost, loss, if any incurred by BHEL on account of such alternative arrangement will be recovered from the Contractor.

**VIII. INSURANCE & TAXES**

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

**Income Tax as applicable will be deducted at source from all the monthly Bills from the commencement to the end period of Contract.**

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Service Tax should be remitted by the contractor each month at applicable rates from time to time as per provisions of Act and proof to be produced with the bill for claiming. The contractor shall submit Service Tax Registration Certificate copy, Original Invoice, Service Tax payment certificate and copy of Service Tax payment challan. Only on payment of service tax at the prevailing rates the bills will be passed for payment.

### **IX. UNIFORMS**

The contractor shall ensure that his workers including the supervisor wear uniform, gloves and identity card issued by him always while entering the dining hall. The contractor shall ensure that such uniform or identity card should not have any resemblance to BHEL's brand name or its logo or trade mark, etc and the uniform and identity card provided by the contractor shall clearly establish that the labourers are employed by the contractor.

### **X. SUBLETTING**

The contractor shall not sublet, transfer or assign the contract or any part thereof without the previous written approval of the company to any other person/company/ organization.

### **XI. HOW TO QUOTE:**

- Tender documents consist of Part 'A' and Part 'B' as detailed below:
  - Part 'A' : Pre-qualification bid ( technical bid) except price.
  - Part 'B' : Price bid.

Part 'A' must be duly completed and sealed along with earnest money deposit (**EMD**) in a separate envelope superscribed. **BHEL/BAP/HR/CT/SPL:00 Dated: 20/12/2014- Part 'A' - Pre-Qualification Bid for "SPECIAL CANTEEN AT ADMN. BUILDING"**. The tenderer shall expressly accept all the terms and conditions of the tender. The Scope, General Terms and Conditions, Special Terms and Conditions Annexure – I and all the pages except Part 'B' should be attached to this with each page duly signed as a token of acceptance. Alternatively, if the tenderer desires any deviation from the terms and conditions given in the tender documents, the same should be specifically mentioned. BHEL reserves the right to accept or reject any tender for the reasons at the discretion of BHEL.

- Part 'B' must be duly completed and sealed in a separate envelope superscribing "**Tender No. BHEL/BAP/HR/CT/SPL:00 Dated: 20/12/2014- Part 'B' - Price bid**" for **SPECIAL CANTEEN AT ADMN. BUILDING**.
- Part 'B' - the price bid should not carry any conditions and commercial terms. Price / rate only should be quoted in clear terms in the format given by BHEL.
- Part 'B' - price bids will be opened only in respect of those tenderers who are qualified in the pre-qualification bid (Part A).
- The tender forms both Part 'A' & 'B' duly filled in all respects shall be signed on each page by the tenderer. Any alteration, erasure or over-writing will render the tender invalid. Alteration neatly carried out and duly attested over the full signature of the tenderer however is permitted.
- The tenderer should submit the tender documents intact without detaching any page or pages filled or unfilled.
- Name of the tenderer should be written on the sealed envelope.
- Tender documents consisting of Part 'A' & 'B' are to be duly sealed in two separate inner covers. The two inner covers should be sent either by Register post, Speed post OR Courier or may be deposited in the tender box kept in the office of HR-Welfare Department of BHEL, Ranipet-632406 from 20/12/2014 to 11/01/2015 between 08.00 hrs. and 16.00 hrs. (on all working days), and between 08.00 hrs and 15.00 hrs. on 12/01/2015. in a sealed outer cover superscribing as "Tender for Outsourcing of Special Canteen At. Admn. Building at BHEL/Ranipet" to the DGM/HR-Welfare, BHEL/BAP, Ranipet-632 406 so as to reach him **on or before 15.00 hrs on 12/01/2015**.



- Part 'A' of tender form will **be opened at 15.30 hours on the same day (12/01/2015)** in the presence of tenderers / representatives who are present for the tender opening. Tenderers will be evaluated further and who are found to meet the pre qualification criteria will be intimated to attend the tender opening of Part 'B' – price bid at a date to be notified separately. Part 'B' will be opened at the specified date in the presence of the tenderers / representatives who are notified to attend the tender opening and whoever present at their choice.
- For further details if any required, you may please contact the Deputy General Manager / HR - WELFARE, Bharat Heavy Electricals Ltd., Ranipet-632 406 in person or through telephone (**04172-241189 / 284944 / 284848**).
- BHEL reserves the right to assess the capacity and capability of the parties for pre-qualification. The company also reserves the right to accept or reject any or all the tenders or any part thereof at any stage of process without assigning any reason whatsoever. The company has no obligation to accept the lowest tender. BHEL's decision in this regard shall be final and binding.

**Lowest offer will be arrived at based on overall value of estimated quantity of Lunch for the contract period on cost (including the applicable taxes and duties) to BHEL basis.**

**XII. ARBITRATION:**

Disputes or differences arising from this contract or in any manner connected therewith shall be subject to the following disputes resolution mechanism:

- i) Any dispute shall initially be referred to the designated Senior Management of the parties for amicable settlement. Parties shall nominate two persons each from their senior management within 10 days of a dispute arising.
- ii) If no amicable settlement is arrived at within 30 days, then any party may refer the dispute to sole arbitrator to be nominated by the AGM-HR&IC, BHEL, Ranipet. The place of arbitration shall be at Ranipet. All arbitration proceedings shall be conducted in English in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
- iii) The arbitration award shall be final and binding upon the parties and each party will bear its own costs of arbitration and equally share the fees of the arbitral tribunal.
- iv) All disputes shall be subject to the exclusive jurisdiction of courts at Ranipet.

**XIII. SPECIAL TERMS AND CONDITIONS (Attached as separate Annexure-I).**

**PART 'A' – UN PRICED BID****BHEL : HRM: CANTEEN:RANIPET****AGENCY ASSESSMENT FORMAT FOR OUTSOURCING THE MEALS SUPPLY  
SERVICES TO SPECIAL CANTEEN AT ADMN. BUILDING DINING HALL, BHEL  
RANIPET**

NAME OF CATERING		IT PAN NO. P.F. CODE NO. ESI CODE NO. CST NO. TNGST. NO. SERVICE TAX REGISTRATION NO.
<b>SL. NO.</b>	<b>CRITERIA</b>	<b>Data of the Caterer to be furnished</b>
1	Limited Company Or Private ownership	
2	Head Office Name & address	
3	Name and Address of Branch Office if any	
4	<b>Hygienic Status in Catering:</b> Name the Pest Control used and Other measures taken to maintain the upkeep kitchen/surroundings. (HSE/OHSAS Audit report if any - copies to be attached)	
5	<b>Catering capacity and experience in preparing food in various locations put together:</b> No. of Breakfast per day. No. of Lunch per day. No. of Dinner per day. (Copies of contract letters to be attached)	
6	<b>Details of Industrial Canteens Catering:</b> To whom the services are rendered at present - with address and Phone Nos. and Menu details. (Enclose copies of the Major Catering and orders being operated especially in operations at present)	
7	Availability of Vehicles for Transportation of Catering & other services in time.	
8	Fuel used for Cooking in the Kitchen	
9	Name of other equipments used like Bainmarie, Salamander, Chef-in-dish and Micro oven etc.	
10	Communication facility like: Fax No. E-mail ID Telephone No. Mobile Phone No.	
11	Reference of building with superstructure located in the nearby locality (owned or leased) if already available. Necessary documentary proof with available kitchen equipments may be attached. Attach the Undertaking for kitchen facility.	

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12	No. of permanent & professionally qualified employees on roll with Details of qualifications: Manager Cook Bearer Other personnel	
13	Ownership Details: Owner Partner Ltd. Company (Certificate to be attached)	
14	Total years of Experience in undertaking the catering services (Proof to be given)	
15	I.T.SARAL Form Copy to be enclosed	
16	Name of Industries/Institutions in Tamil Nadu and other states where the catering services are being operated.	
17	<b>DD for EMD</b> (Enclosed/Not enclosed)	
18	DD Value, No. and date	
19	Whether all the pages of the tender documents have been signed.	

**DECLARATION**

I / We hereby declare that I / We have not been banned and de-listed by any Government Department / Financial Institution / Court.

Further declare that the information provided above is true and if found incorrect the tender will likely to be rejected at the discretion of BHEL.

Signature

(Name & Address of the Tenderer with Official Seal)

Place:

Date:

**SPECIAL TERMS AND CONDITIONS**

1. The Contractor shall be responsible for service of food in the referred Dining Hall during lunch periods specified by the company. The service timings are subject to change and company will intimate the contractor of such changes from time to time. The contractor shall abide by the service timings strictly. Any delay in service will affect the productivity of BHEL and hence will be viewed seriously and be treated as breach of contract attracting penal actions as per Clause IX of this tender .
2. The Contractor shall provide efficient and prompt service. The food preparation is to be done in a strict hygienic environment and matching process without any compromise on quality. Only wholesome good quality ingredients should be used for the preparation of food which could be inspected without prior notice.
3. The employees of the contractor shall adhere to good health and hygiene.
4. The inward and outward movements of contractor's staff, material, vehicle, contractors vessels etc., are governed by the BHEL security regulations in force from time to time.
5. The contractor shall bring their cleaning materials, disinfectants. All the necessary housekeeping materials for the performance of services shall be to the Contractor's account.
6. The contractor's vehicle to transport prepared food to the Designated Dining Hall, shall have valid Registration, RTO clearance, Pollution certificate Insurance and other statutory requirements. The driver of the vehicle shall have valid Driving License.
7. The Contractor shall perform the Service to the satisfaction of the Company's Authorised Representative. If any shortcoming is found, then on instruction from the Company's Representative, the Contractor shall rectify the shortcoming immediately.
8. The Contractor shall ensure that the cooks and staff are qualified persons, well versed in food preparation, preservation, service and cleaning.
9. The prepared food shall be brought in the contractor's containers, which should be clean and closed with proper lid for safe transit and service.

**10. The scope of contract includes:**

- i. Cleaning of Dining Hall, furniture and tableware before and after service. After every service the floor should be swept and mopped neatly.
- ii. Arranging and Serving buffet type service as per the prescribed menu.
- iii. Placing water jugs and tumblers on each dining table.
- iv. Soiled vessels and utensils, soiled table wares, Service dishes etc., from dining halls should be cleaned thoroughly with detergents and stacked neatly at appropriate storing places ear marked for each item.
- v. Waste foods and other debris collected from kitchen, dinning halls, rooms etc, shall be deposited at bins provided for that purpose.
- vi. The contractor shall engage sufficient employees to meet the timely and effective service. To ensure the same an attendance register shall be maintained.
- vii. Stock book is to be maintained by the Contractor to ensure the safe custody of company's properties in the Dining Hall. This is subject to periodical verification by the Company's Authorised Representative.
- viii. The Contractor shall perform all housekeeping work in a thorough, efficient, professional manner with due diligence and care according to industry norms and standards, in conformity with applicable laws and regulations and BHEL's own procedures and instructions. The Contractor shall perform the Service to the satisfaction of the Company.

**11. Multiple Bids:** If a bidder submits Multiple Bids, all the bids are liable for rejection.

Following are Considered as "Multiple Bids".

- (a) Two bids by the same party;
- (b) If one of the partners/ directors/ members of the Hindu Undivided Family of the bidder is also a partner / director/ member of Hindu Undivided Family of another bidder.

12. **Hygiene Standards:** The Contractor should ensure the personnel hygiene of their employees and ensure periodical medical check up to them as per the norms of the Factories Act 1948.
13. **The rate quoted should be firm and all inclusive** i.e., cost of all inputs, Cooking Equipments, serving Vessels including Utensils (other than mentioned under Clause III(a), Labour charges for Cooking from outside BHEL Kitchen at the Contractors premises (own or rented) and Transporting to Designated Dining Hall, arranging & Serving through Buffet system, cleaning of all Vessels used for service, Tables and Dining Halls, Table wares, overhead, other administrative cost, all decorative works with materials and cleaning materials inclusive of spray, etc. **No variation of whatsoever will be entertained later.** The Bidder shall not include Service Tax in their quoted rates; but the bidder has to separately indicate the Service Tax rate, amount and workings thereof in the Price schedule included in the bid documents. If Service Tax amount is not indicated separately in the price bid schedule included in the Bid documents, it will be presumed that the quoted rate is inclusive of applicable tax and bids will be evaluated accordingly. The Service Tax & VAT shall be reimbursed against valid documentary evidence i.e. Original Invoice, Service Tax payment Challan & service Tax paid certificate is to be submitted. Any statutory variation on the VAT and Service Tax rates shall be reimbursed against valid documentary evidence.
14. The Lunch supplied must be of good and acceptable quality. The menu given in the order must be diligently followed and if any changes are to be effected it should have prior BHEL approval.
15. The Lunch time at present is from 12.00 Hrs. to 13.00 Hrs. This may be changed at BHEL's discretion. The total food items for serving the Lunch should reach the designated Dining Halls 30 minutes before fixed Timings without fail. Timely service of Specified Lunch is the essence of the contract and any failure on the part of the Contractor will be treated as the breach of the contract.
16. The daily requirement of food for lunch will vary from 140 to 150 on every working day. In the year 2012-13, average of 150 meals served per day. In other words there is no guaranteed minimum daily requirement of food. The requirement during holidays shall be ascertained. In general the contractor has to watch the trend and bring accordingly at his good judgment so as to meet the requirement fully. No issue regarding excess preparation of food will be entertained by BHEL. The estimated quantity of food is purely tentative and is not guaranteed. No claim in this regard will be entertained by BHEL.
16. All consumers should have been served with all items as per menu daily for effecting full payment as per the numbers claimed. The Contractor should take back the left over food at their risk and cost.
17. The food items and the suitability of facilities are subject to check at BHEL's discretion both at Supplier's and BHEL premises. In case of shortage / non-supply of food items in time or if the food items supplied are not of expected quality, the total charges on account of alternative arrangements made by BHEL to supply lunch at the referred Dining Hall, shall be TO THE ACCOUNT of the Contractor. The opinion/decision of BHEL regarding quality is final.
18. The collection of the coupons against service of food shall be made by BHEL authorized representative.
19. The Tax bill for every month shall be prepared as per relevant statutes by the Contractor on the basis of the quantity i.e., number of plate meals supplied duly supported by number of coupons. The daily consumption shall be recorded for mutual acceptance in a specified Challan. Specified Challans shall support the monthly bills.
20. The monthly Tax Bill shall be prepared by the Contractor on the last date of the month and submitted by 1<sup>st</sup> of every succeeding month for Certification and to effect the payment within 30 days from the date of receipt of the bill.
20. If necessary, the Contractor may visit the referred BHEL Dining Halls with prior notice and seek clarification, if any, before offering the most Competitive rate for Quality food and Hygienic service
21. The Contractor can visit the dining hall on any working day between 14.00 and 15.00 hours before submission of tender. There should be no case or charge under investigation / enquiry / trial against the agency, nor conviction in a Court of law or suspended / blacklisted by any organization on any ground against the contractor.

**Part - B(Price Bid)**  
**PRICE SCHEDULE**

		<b>Estimated quantity for the contract period. Unit: No.of plate</b>	<b>BASIC RATE Per plate (Rs.)</b>	<b>Estimated value For the contract period (Estimated quantity X Basic Rate) (Rs.)</b>
01.	<b>Lunch - As per table V.1</b>	<b>45,300 *(150X302)</b>		
02.	VAT rate.... % as applicable on 1 above.			
03.	Service Tax .... % as applicable on .... % value of Sl.No.1 above.			
04	Total value including applicable taxes & duties. (01+02+03)			

**Note:**

**\*1. (150 Meals; 302 days).**

**2. Please Quote the rate both in figures and words**

1. Please read carefully "Scope, General Terms & Conditions and Special General Terms and Conditions" before filling up this form with Signature on all pages.
2. The rate quoted for catering charges should be as per the menu and as per Clause III(b).
3. **The rates quoted should be valid for 90 days from the date of opening of the Price Bid.**
4. **Discrepancy in 'Words & Figures'**
  - a. If there is any discrepancy between the unit price and the total price, the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the tenderer there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price corrected accordingly.
  - b. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
  - c. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject (a) and (b) above.
  - d. If there is such discrepancy in the offer, the same shall be conveyed to the tenderer with target date upto which the tenderer has to send his acceptance on the above lines. If the tenderer does not agree to the decision, the quotation is liable to be ignored.

Tender No. BHEL/BAP/HR/CT/SPL:00

Dated: 20/12/2014

**UNDER TAKING FOR KITCHEN INFRASTRURE FACILITIES**

**A. Having Existing Kitchen Infrastructure Facilities Owned / Leased**

**Address of the Kitchen:**

**B. Not having Kitchen Facilities.**

**Presently we are not having the kitchen infrastructure facilities. On award of the contract within 15 days from the date of LOI the required facilities will be created at the nearby location .**

**Signature with seal**

**(Strike out which ever is not applicable)**



## CERTIFICATE

AUTHORISED SIGNATORY OF VENDOR WITH SEAL  
**Banker's Certification**

(Manager / Officer's  
Signature Under Bank stamp)  
Authorisation No.

Note: This EFT Form is to be submitted duly filled in manually in all fields and duly signed by Authorised Signatory and certified by Banker. Note: (Two originals shall be attached )