

## CANTEEN CONTRACT

GENERAL CONDITIONS :

OFFERS SHALL BE SUBMITTED IN THREE SEPARATE ENVELOPES AS FOLLOWS :

- A) EMD FOR RS.10,000/- (IN THE FORM OF DEMAND DRAFT / PAY ORDER IN FAVOUR OF BHARAT HEAVY ELECTRICALS LIMITED, PAYABLE AT MUMBAI)
- B) TECHNO COMMERCIAL BID
  - PRIMARY CONDITIONS – ANNEXURE ‘A’
  - OTHER CONDITIONS (FOR UNCONDITIONAL ACCEPTANCE ONLY) - ANNEXURE ‘B’
  - MENU & SUPPLY DETAILS – ANNEXURE ‘C’
- C) PRICE BID – ANNEXURE ‘D’

NOTE :

THE TENDER DOCUMENTS ARE AVAILABLE IN OUR OFFICE WITHOUT PAYMENT OF ANY FEES BETWEEN 9.30 A.M. TO 5.00 P.M. BETWEEN 18.02.2010 to 26.02.2010.

## **TECHNO COMMERCIAL BID**

### **ANNEXURE – ‘A’**

#### **PRIMARY CONDITIONS**

To be furnished along with Techno Commercial Bid in the envelope earmarked “Techno Commercial Bid”

Caterer should specify their experience in the field of catering and submit the following along with “Techno Commercial Bid”

1. Details of running contract/s.
2. Number of years in catering business.
3. References with details, if any

## TECHNO COMMERCIAL BID OTHER CONDITIONS

### ANNEXURE 'B'

1. Offers are to be submitted in two bid system "Techno Commercial Bid & Price Bid" in separate envelope.
2. The period of contract shall be for one year i.e. from 1<sup>st</sup> April, 2010 to 31<sup>st</sup> March, 2011 extendable by one more year on mutual acceptance.
3. Each page of the Techno Commercial Bid consisting of Annexure 'A', 'B' 'C' and Price Bid consisting of Annexure 'D' should be signed and stamped as a token of acceptance and submitted.
4. All the desired information mentioned in the Price Bid and Techno Commercial Bid should be furnished and no columns should be left unfilled.
5. The Price Bid should be furnished in a separate envelope and earmarked on the top as 'Price Bid' and it should be sealed.
6. The Techno Commercial Bid furnished in a separate envelope and earmarked on the top as 'Techno Commercial Bid' and it should be sealed. The EMD as per the General Conditions will also be inserted in separate envelope and prescribed on the envelope as 'EMD for canteen contract'.
7. All the three envelopes duly sealed should be enclosed in another envelope and superscribed as "Offer for supply of canteen food" and mentioning the tender enquiry reference" and dropped in the tender box on the 15<sup>th</sup> floor of World Trade Centre – I on or **before 3.00 p.m. on 02.03.2010.**
8. In case you are not interested to quote then, regret letter may be forwarded to BHEL.
9. The company reserves its rights to accept / reject any offer fully or partly without assigning any reason.
10. Supply of lunch would be for approximately 40 – 45 persons and tea / coffee for 80 – 85 persons.
11. Caterer will supply to employees in both the floors on all working days, items per day as per menu and at the specified timings mentioned in Annexure 'C' in Consultation with the Authorities of the Company . He will have to make his own arrangement for transport and supply. In addition, if required by the company the Contractor shall arrange to provide the same on holidays also for which intimation shall be given in advance by BHEL's authorized representative.
12. The Contractor shall also arrange to provide morning breakfast to the employees between 0915 hrs. to 0945 hrs. and payment shall be made by the individuals taking the breakfast for which the Company shall not make any payment .
13. Supervision of supplies shall be done by the caterer everyday in person or by his authorized nominee.
14. The contractor will have to arrange for manpower required for ensuring smooth services during the specified timings and upkeep of the canteen premises clean and healthy. Since there are two floors in this office at least two persons per floor and one supervisor will have to be provided.

15. The caterer shall be responsible for and pay the expenses for providing medical treatment to their workmen who may suffer any bodily injury / loss of life during the course of their business while carrying out their contractual obligations as the result of any accident within the company's premises.
16. The service boys and supervisor deputed by you to our office shall be changed on completion of every 90 days. You shall also ensure that you will comply with all the Labour Laws i.e. Minimum Wages Act, P.F. Act, ESI Act etc., as applicable and a BHEL certificate of compliance as above shall be enclosed with your bill. BHEL shall in no case, be held responsible for any non-compliance on the above by you.
17. BHEL reserves the right to inspect the kitchen where the food is proposed to be prepared before the opening of the price bid. In addition after finalization of the contract, the company authorized representative may inspect the kitchen as and when felt necessary.
18. In case of award of contract to the successful contractor the EMD will be adjusted against the amount to be deposited by the contractor as security deposit.
19. Offers received incomplete or without EMD shall stand disqualified automatically.
20. Successful bidder shall deposit a sum equivalent to 10% of contract value, as security deposits. Security deposit may be furnished in any one of the following forms:
  - i) Cash (as permissible under the Income Tax Act)
  - ii) Pay Order, demand draft in favour of BHEL.
  - iii) Local cheques of scheduled banks, subject to realization.
  - iv) Securities available from Post Office such as National Savings Certificate, Kissan Vikas Patras etc. (Certificate should be held in the name of 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 subject to a maximum of 50% of the total security deposit value, the balance 50% has to be remitted either by cash or in the other form of security. The bank guarantee format should have the approval of BHEL.
  - vi) Fixed deposit receipt issued by scheduled banks / public financial institutions as defined in the companies Act. The FDR should be in the name of the contractor, A/c BHEL duly discharged on the back.
  - vii) Security deposit can also be recovered at the rate of 10% from the running bills. However, in such cases at least 50% of the security deposit will be collected before start of the work and the balance 50% will be recovered from the running bills.
  - viii) EMD of the successful tenderer shall be converted and adjusted against the security deposit.
  - ix) The security deposit shall not carry any interest.
  - x) Security deposit amount will be refunded after the satisfactory completion of the contract.

Note : Acceptance of security deposit against sl.no. (iv) and (vi) above will be subject to hypothecation of endorsement on the document in favour of BHEL. However, BHEL will not be liable or responsible in any matter for the collection of interest or renewal of the documents or in any other matter connected therewith.

21. The bills shall be put up in first week of every month along with coupons redeemed and a statement made for each day of the month for which cheque payment will be released within 10 days from the date of receipt of your bills after it is duly certified by the administrative department for the satisfactory service for that month.
22. The Tax deduction at Source, as applicable, shall be deducted from the monthly bill payment. Relevant certificate shall be handed over to the contractor on the forthcoming month.
23. Service tax or any other tax applicable to canteen contract shall be reimbursed on production of documentary evidence.
24. Clerical errors, if any, in the price bid shall be final and binding on the caterer.
25. Notwithstanding anything to the contrary herein contained, the company shall be at the liberty at its entire discretion to terminate this contract and forfeit the security deposit forthwith upon or at a time a breach or default of any of the terms and conditions or stipulations contained herein is committed by contractor and or by contractor's workmen deployed in the company's premises.
26. Termination on certain specific events:

The company shall further be entitled to terminate the contract forthwith upon or at any time after happening of any of the following events, namely :

- a) Insolvency of the party
- b) The dissolution of the partnership firm or the death of any partner or adjudication as insolvent of any partner or all of them or
- c) The liquidation, whether voluntary or otherwise or the passing of an effective resolution or winding up, if you are a company or a corporate society.
- d) If any attachment, is levied and continue to be levied for a period of 7 days upon your effects or any individual partner for the time being, of your firm or any member of your cooperative society.
- e) If any partner of your firm or any member of your cooperative society shall be convicted of any criminal offence.
- f) If you, either by yourself or by your servants commit or suffer to be committed any act which in this opinion of the company whose decision in that behalf, shall be final is prejudicial to the interest or good name of the company, then company reserves its right to cancel the contract and the decision so conveyed by the said authority need not site or give reasons for such decisions.

- g) During the period of the contract of any of your employees come in contract with contagious diseases like TB, Measles, Chicken Pox etc., as defined by Medical Council of India, they shall be immediately substituted with another person. Any loss on this account will be to the cost of the contractor.
  
- 27. Liquidated damages / Penalty: A liquidated damage / penalty per day may be imposed on the contractor, for not carrying out the assigned services as per contract. Liquidated Damages / Penalty will be levied as below :
  - a) If delay is more than one hour in supply of lunch in a day the company has the right to make alternate arrangements from any other source at the risk and cost of the contractor.
  - b) In spite of giving notice to the party in writing for improvement in quality and maintenance of quantity of the food as per tender terms and conditions, if the party fails to carry out any improvement in the quality of the food supplied, and / or if the quantity of the food supplied is not maintained as per the prescribed quantity. The same will be reviewed after taking into account the complaints entered in the canteen complaint register. The company will issue notice in writing or email. If three or more such notices are issued in one month, it would be deemed that the contractor is not able to maintain the quality or prescribed quantity and a deduction of 5% in the monthly bill will be made which will be approved by HOD, HR.
  - c) The successful tenderer shall execute an indemnity bond, indemnifying the company of all liabilities due to the contracting agency.
  
- 28. The caterer will execute an agreement with the company as per the terms and conditions stipulated by the company for carrying out the contractual obligations in a non-judicial stamp paper of appropriate value to be signed by the caterer within 15 days from the receipt of the work order / letter of intent.
  
- 29. Jurisdiction : All questions, disputes or difference arising under / out of or in connection with the agreement shall be subject to the executive jurisdiction of the court of Mumbai, India.
  
- 30. Arbitration : If at any time, any questions, disputes or differences whatsoever arising out of or in any way concerning the contract between the company and the contractor except as to any matter, the decision for which is specially provided for, the same shall be referred to a sole arbitrator nominated by the company. The Company reserves the right to nominate one of its officer as sole arbitrator. The award of the arbitrator will be final and binding on the contractor.
  
- 31. The company reserves the right to terminate the contract at any time without assigning any reason thereof by giving three months notice of their intention to do so in writing to the contractor who shall not be entitled to any compensation by reason of such termination.

32. Persons employed by the caterer should wear clean uniform, shoes, cap and disposable gloves provided by the contractor.
33. Vessels that will be used to bring the food items shall be covered in airtight containers.
34. Contractor will maintain proper hygiene in the kitchen.
35. **Bids will be opened in front of the tenderers who wish to be present on the due date.**

## MENU

### ANNEXURE – ‘C’

**On all working days except Wednesdays the following menu shall be served:**

#### **Vegetarian:**

1. Soup +- 200 ml
2. Seasonal Vegetable – Dry– 125 gms. - 1 vati
3. Seasonal Vegetable – Wet – 125 gms. – 1 vati
4. Dal (good consistency) – 125 ml.- 1 vati
5. Chapatti – 25 gms. – 3 nos.
6. Rice Kolam – 50 gms.
7. Vegetable Salad ( Cucumber , Tomato , Radish . )
8. Sweet / fruits
9. Papad (Lijjat or equivalent)
10. Curd – 100 gms.- 1 vati
11. Pickle / salt / sugar to taste

**On Wednesdays in place of seasonal vegetable the following shall be served:**

1. Non-vegetarian – chicken / fish / egg curry
2. Vegetarian – Any paneer vegetable
3. Other items remain unchanged.

#### **Note :**

1. Food is to be served on the table.
2. a) Standard quality raw material to be used.  
b) Aarey / Mahananda / Mother Dairy / Amul milk to be used.  
c) Lipton / Brooke Bond / Tata Tea leaves and Bru / Nescoffe or branded company to be used.
3. Food to be properly cooked in hygiene conditions.
4. Rice and wheat to be of good quality.

#### **Supply Details :**

Sl.No.	Timings	Item	Quantity
1	9.00 a.m. to 9.30 a.m.	Tea / Coffee	One cup
2	12.50 p.m. to 1.30 p.m.	Lunch	As per Menu
3	3.00 p.m. to 3.30 p.m.	Tea / Coffee	One cup
4	9.00 a.m. to 6.30 p.m.	Tea / Coffee	To be given for official guests and other officials.

**PRICE BID**

**ANNEXURE 'D'**

<b>Sl.No.</b>	<b>Description</b>	<b>Rate Rs.</b>
1	Tea (per cup)	
2	Coffee (per cup)	
3	Lunch as per menu in Annexure 'C'	
4	Lunch as per menu in Annexure 'C' excluding sweet	
5	Lunch as per menu in Annexure 'C' excluding sweet and one additional seasonal vegetable (Wet)	
6	Lunch as per menu in Annexure 'C' excluding soup, sweet and one additional seasonal vegetable (Wet)	

Signature of the Contractor

Seal

RE:MUM:HRD:CC 0226:

16.02.2010

M/s.

Control No.  
Signature :

Dear Sir,

**Sub: Tender enquiry for supply of canteen food**

Your most competitive offers are invited for supply of hygienic, standard lunch for approximately 40-45 employees and tea, coffee for about employees in our office premises for one year from 1<sup>st</sup> April, 2010 to 31<sup>st</sup> March, 2011 as per the following terms and conditions. Your offer as under must reach the undersigned in a **sealed cover by 2<sup>nd</sup> March, 2010 (3.00 p.m.)** superscribed as **“Offer for supply of canteen food”** and mentioning the tender enquiry reference:

**Envelope ‘A’ :**

Techno Commercial Bid consisting of :

- a) General Conditions - Annexure ‘A’
- b) Other conditions - Annexure ‘B’
- c) Menu & Supply details - Annexure ‘C’

**Envelope ‘B’ :** Earnest Money Deposit

**Envelope ‘C’ :** Price Bid - Annexure ‘D’

Thanking you,

Yours faithfully,  
For Bharat Heavy Electricals Limited,

(Ajit Sinha)  
Dy. General Manager (HR)