



Bharat Heavy Electricals Limited

ELECTRONICS DIVISION, MYSORE ROAD

BANGALORE-560026

PHONE : 080-26998293

FAX : 080-26989226

Tender No.C&PR:GH:211:09-10

Dated: 21 JANUARY 2010

GENERAL TERMS & CONDITIONS

TENDER FOR OUTSOURCING OF

**CATERING & HOUSE KEEPING SERVICES IN EDN GUEST HOUSE,
EDN TRANSIT FLAT -1 AND EDN TRANSIT FLAT -2 LOCATED IN
ELECTRONICS DIVISION TOWNSHIP, CHORD ROAD,
VIJAYANAGAR, BANGALORE-560040**

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- 1. Scope and General Terms & Conditions**
- 2. Pre-qualification Bid (Technical Bid) – Part A**
- 3. Price Bid – Part B**

Last date for submission : 14.15 HRS. ON 15th February 2010
Opening of Technical Bid : 14.30 HRS. ON THE SAME DAY



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TENDER DOCUMENT

Tender No.C&PR:GH:211:09-10

Dated: 21.01.2010

GENERAL TERMS & CONDITIONS

Last date for submission of sealed tender : **15.2.2010**
Date & Time of opening the Technical Bid : **2.30PM on 15.2.2010**
Venue : **Office of the Sr. Manager**
(Communication & PR)
BHEL-Electronics Division, Mysore Road,
Bangalore-560026

GENERAL INFORMATION

The Company is desirous of engaging an agency in hospitality and catering services for running its 1) Guest House, 2) Transit Flat -1 and 3) Transit Flat -2 at Bangalore. They should be managed on round-the-clock basis.

Eligibility Criteria

- The hospitality agency should be registered and a well established organization.
- The agency should have the experience in maintaining Guest Houses of reputed Organisations (Labour, Material & Service) on round-the-clock basis for a continuous period of a minimum of 5 years .
- Income Tax Clearance Certificate / Assessment Order and Audited Balance Sheet for the past three preceding financial years may please be furnished.

- Documentary evidence for experience in Catering & House Keeping Services in Guest Houses for the value not less than Rs. 25 lakhs per annum. Necessary proof towards this effect shall be submitted along with the tender, without which the tender is liable for rejection at the discretion of BHEL.
- The list of clients, present and past, should be enclosed. Certificates from clients with respect to performance of the agency should be enclosed.
- The total number of staff in your organization engaged in hospitality and catering service and the total turnover per annum for the last three years may please be furnished. Any certification like ISO 9000 or any other standardization certificate may also be furnished.
- 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.
- Sales Tax Assessment Order for the preceding THREE years shall be enclosed.
- If the performance of the bidder is found to be unsatisfactory for any reason, in any organization, BHEL reserves the right to reject the bid submitted by bidder.
- The opinion / decision of BHEL regarding the bid shall be final and conclusive. BHEL reserves the right to reject any or all the bids at any time without assigning any reason thereof.

EVALUATION CRITERIA

1. Technical Bids of tenderers will be evaluated based on the above eligibility criteria and after scrutinizing all the relevant documents as sought from them. The price bids of only those tenderers who meet the above eligibility criteria will be opened.
2. L1 position will be decided after taking into account the total cost of both Part 'A' and Part 'B' of the Price Bid.

EARNEST MONEY DEPOSIT

The Technical Offer must be submitted together with a Demand Draft drawn in favour of Bharat Heavy Electricals Limited, Electronics Division, Mysore Road, Bangalore-560026 on any scheduled Bank for **Rs.1,00,000/- (Rupees One Lakh Only)** towards Earnest Money Deposit (EMD), without which tenders will be rejected.

Those who have downloaded the tender forms from the websites should also enclose a Demand Draft for Rs.1,000.00 (Non-Refundable) towards Tender Fees.

The tenderer is not entitled for any interest on EMD nor can he claim any right for award of the contract. The deposit amount shall be forfeited if the tenderer, after opening the price bid, withdraws/modifies his offer or modifies the terms and conditions thereof or fails to take up the work within 15 days from the date of awarding the contract. Earnest Money Deposit shall be returned to all un-successful tenderers within 15 days from the date of acceptance of award of work by the successful tenderer.

SECURITY DEPOSIT :

The Successful Tenderer shall furnish Security Deposit to BHEL. The rate of Security Deposit will be as below :

Above Rs.10 lakhs upto Rs.50 lakhs : Rs.1 lakh + 7.5% of the amount exceeding Rs.10 Lakh (Work Order Value for Two Years)

The Security Deposit should be paid before start of the work by the contractor in the form of Cash (as permissible under the Income Tax Act), Pay Order, Demand Draft, Local Cheques(subject to realization) or Bank Guarantee (limited to 50% of the value of Security Deposit and balance 50% in Cash or other forms of Security), Fixed Deposit, NSC, Kisan Vikas Patra or as per other provisions of BHEL. No interest will be paid to the Contractor for the amount of Security Deposit during the period of agreement. EMD of the successful bidder will be adjusted towards Security Deposit and the balance amount will have to be paid to BHEL in any form as explained above.

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 and the tenderer shall be liable to compensate BHEL for any loss incurred by BHEL. The security deposit shall be returned 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.

BHEL reserves the right to recover any part or the whole of the amount of the security deposit 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.

GENERAL CONDITIONS.

SCOPE OF WORK AND SERVICES

1. RECEPTION-CUM-FRONT OFFICE

- a. To attend to phone calls, receiving messages, inter-acting with Guests and BHEL Officers, co-ordinate room allocation, bookings, check-in and check-out of guests, collect cash/obtain signatures of guests as required, maintain proper accounting and submit the same periodically to BHEL Officials.

2. CATERING

- a. To render all Food and Beverage services at high standards
- b. To render additional services as may be required by BHEL.

3. HOUSEKEEPING

- a. To render all housekeeping services including maintenance of rooms, dining halls, kitchen, office rooms, reception area, toilets and all other areas in the guest house which may not be specified here, at high standards.

4. LAUNDRY

- a. To render all laundry services at high standards for guest house Linen items.
- b. To render all laundry services at high standards for guests.

5. GENERAL ADMINISTRATION

- a. To ensure the entire operations of the Guest House and coordinate with respective departments of BHEL for smooth running of the guesthouse.
- b. To maintain records as required by BHEL.
- c. To ensure the safety of Guest House, properties belonging to the Guest House and maintain total vigil on the movement of people in the guest house.
- d. To ensure timely action in emergencies including operation of fire fighting systems, administering first aid etc.

1. FRONT OFFICE

1.1 When the guest checks-in, the Contractor/Contractor's staff shall immediately

- 1.1.1 Attend to him, receive him, and allot the room specified by the designated officer of BHEL in his name. BHEL will reserve the rooms and intimate the Contractor through Reservation Slips duly signed by the designated officer. **The contractor shall neither allot rooms on his own, for any reason nor disclose information relating to availability status to the guests.**
- 1.1.2 Verify the identity of the guest and get the guest's name entered in the Guest Register to be provided by BHEL.
- 1.1.3 Accompany the guest to his room carrying his baggage to his room, leave him in the room, look for his comforts, keep fresh water, etc.
- 1.1.4 Offer him tea/coffee/food etc. as required by him, suiting to the time.
- 1.1.5 When the guest checks-out, separate bills for boarding and Lodging are to be prepared and signed by the guest.
- 1.1.6 **In case of employees on official duty, the Contractor shall collect cash from the guests towards catering only and obtain signature of the guests on bill towards lodging. In case of employees and other guests on personal duty entire expenditure towards Catering and Lodging shall be collected in cash, as per the rate contract/protocol norm of BHEL. Collected cash towards Room Rent will be deposited with BHEL Officials stationed at the Guest House, with proper paper work.**
- 1.1.7 **In case of Company's guests, the Contractor shall raise bill for boarding part alone and get the same signed by the guest and claim it for reimbursement from BHEL along with other bills to be submitted by the Contractor once in a month.**
- 1.1.8 **At the time of check-out, the Contractor shall ensure that the room occupied by the guest is in order with respect to assets of the Company. A quick check to be carried out before the guest leaves the guest house.**
- 1.1.9 **At the time of guest moving out of the guest house or checking out, key should be collected.**
- 1.1.10 Carry the guest's baggage from the room to the vehicle.

- 1.1.11 To ensure that the guest has not left behind in the room any of his belongings, and if any such belongings are found, to immediately inform BHEL officials for sending the same to the guest.
 - 1.1.12 The Contractor's boys shall not seek any tips or favour from the guests for the services rendered.
- 1.2 During stay, the guest's miscellaneous needs like laundry, medical etc., to be attended to. The charges for these services may be collected from the guest on actual basis, providing relevant bills. In cases where these services are to be rendered at Company's cost, the same will be intimated to the Contractor by the BHEL officials.
- 1.3 To order for newspapers and magazines as advised by BHEL, coordinating with the newspaper agents, and paying for the bills at the end of the month. This will be reimbursed by BHEL along with the Contractor's bill, but to be submitted with relevant suppliers' bills.

2. CATERING

- 2.1 The Contractor shall provide the following services:
 - 2.1.1 Preparation of Tea and Coffee, Breakfast, Lunch and Supper etc., as per the menu given separately in the Price Bid Format.
 - 2.1.2 The menu may be altered for specific guests / special occasions / programmes / functions as desired by BHEL, within the overall scope of the menu. For any extra item, not covered in the Annexure I the Contractor may charge additionally on the mutually agreed rates.
 - 2.1.3 The Contractor shall take orders beforehand from the staying guests regarding their food requirements. The BHEL officials at the Guest House may also place separate orders on the Contractor for any official programmes/ functions / special occasions.
 - 2.1.4 The Contractor shall take care to provide healthy food to the guests as per the standard menu prescribed by BHEL. However, in exceptional cases, he may have to prepare food as specified by the guests on medical grounds.
- 2.2 The Contractor shall be responsible for procurement of raw materials and ingredients. First quality raw materials and ingredients shall be used in the preparation of food and beverages. Fresh vegetables and milk, standard beverages shall be used. The quality of the materials should be satisfactory to the officials of BHEL who may carry out random inspection.
- 2.3 The Contractor shall store sufficient quantity of high quality ingredients in the available place in the guesthouse to ensure preparation of food items in time. The Contractor at his own risk shall make the procurement and storage.
- 2.4 The timings for services shall be as informed by the Company.
- 2.5 Every food preparation shall be used for the specific service and the left-over food shall not be carried to next meal service.
- 2.6 The Contractor shall be responsible for service of food and beverages in the Dining room. Morning Tea/Coffee (Un-mixed) will be served in respective rooms for all the guests. Other room service shall be provided to VVIPs on request and other guests in case they are not able to reach Dining Hall due to medical reasons.
- 2.7 The Contractor shall provide efficient and prompt service to all members.
- 2.8 The food preparation is to be done in a strict hygienic environment and matching process without any compromise. The staff are also expected to be reporting for duty with good health and hygiene as well as washed & pressed uniforms.

- 2.9 The Contractor should ensure total cleanliness and regular cleaning of facilities in the kitchen
- 2.10 The Contractor shall perform the Service to the satisfaction of the Company officials. If any shortcoming is found then on instruction from Company officials, the Contractor shall rectify the shortcoming immediately.
- 2.11 The Contractor shall ensure that he appoints well qualified & experienced cooks in all types of food preparation.
- 2.12 On special occasions like parties to be conducted at guesthouse or in any of the company-chosen place, the Contractor shall be ready to undertake such parties. The Contractor and the Company shall work out special menu and rates for such occasions.
- 2.13 If BHEL asks for procurement of any outside preparations, the Contractor shall arrange for the same and claim the expenditure in his regular bills.
- 2.14 The contractor shall attend to any or all catering requirements, whether covered contractually or otherwise, at a pre-determined price laid out in the contract or mutually agreed upon thereafter.
- 2.15 The Contractor may inspect the kitchen equipment, crockery and cutlery, etc. available with BHEL. The Contractor is free to use any of the available facility in the guesthouse. For any additional requirement, the Contractor may bring his own equipment.
- 2.16 Routine cleaning and proper handling of kitchen equipment required for food production will be the contractor's responsibility.
- 2.17 All cooking fuel costs will be borne by the contractor. The contractor shall co-ordinate the booking & procurement of cylinders in time.**

3. HOUSE KEEPING

- 3.1 The number of rooms available in the guesthouse and the area of lounge, dining halls, etc., are given separately. The Contractor, before submitting his offer, may visit the place for his own assessment.
- 3.2 The Contractor will procure all the materials required for guest amenities. This includes small sized tooth brush, tooth paste, soap, shampoo, coconut oil sachet in all general rooms and soaps, shampoo sachets, toothbrush, toothpaste, comb, disposable razor, shaving cream, body lotion, coconut oil, shower cap, etc. to be kept in all the VVIP rooms.
- 3.3 The Contractor shall arrange to keep one English Newspaper i.e. Times of India or Deccan Herald in all the rooms and Times of India or Deccan Herald, Economic Times, India Today and Business Today in all VVIP Rooms. In addition, one copy each of Times of India or Deccan Herald, Prajavani/Vijayakarnataka, Rajasthan Patrika, India Today and Business Today are to be kept in the Reception Area. Except the Reception Area for which newspapers will be procured on daily basis, procurement of newspapers for rooms are occupancy-based and not on regular basis. Expenditure towards the same will be borne by the Contractor and claimed from BHEL in his monthly bill.
- 3.4 All the rooms shall be kept neat and tidy always to enable BHEL to allot the rooms at any time.
- 3.5 Linen like towels, bed spreads, bed sheets, drinking water should be changed everyday in the guest rooms.
- 3.6 The Contractor shall be responsible for making the beds and clean all rooms daily. All rooms, bath rooms and toilets are to be cleaned with high quality disinfectants. Ceilings, ceiling fans, windows, glasses and furniture to be cleaned once in seven days. All the necessary housekeeping materials for the performance of services shall be procured by the Contractor periodically and claimed from BHEL.

- 3.7 Room freshners and deodorants facilities to be made available in all the rooms, toilets, lounges and all common toilets. They may be replenished immediately whenever required.
- 3.8 The contractor shall maintain high standards of cleanliness and hygiene throughout the guesthouse.
- 3.9 During the visit of VVIPs, he shall arrange for Fruit Basket & Flower Arrangement in VVIP Rooms. Expenditure towards the same may be claimed from BHEL in his monthly bills.
- 3.10 The Contractor's men shall take care of miscellaneous requirements like replacement of batteries for clocks, remote units of TVs and ACs. etc. provided in the guesthouse rooms and other places. Reimbursement towards the same may be claimed from BHEL.
- 3.11 Rooms to be regularly checked for bed, hand towel, bath towel, soap, shampoo, water, functioning of TV, refrigerators, ACs, geysers and bath room fittings, bulbs etc. and maintain regular reports.
- 3.12 The Contractor shall ensure the proper functioning of all systems in the guest house such as electrical, electronics, sanitary and water supply. Should there be any requirement of attending to emergency problems which are minor in nature, he shall arrange to call the qualified person in the respective field and get the problem solved. Expenditure, if any, towards the same may be claimed in his monthly bills.

4. LAUNDRY

- 4.1 The Contractor shall provide all management, manpower, materials and systems for efficient and timely laundry services for the guesthouse and Transit Flats.
- 4.2 Bed linen and towels should be regularly washed and kept in clean condition for use. Washing of table clothes, curtains, blankets etc., are to be carried out based on needs. Payment towards the same will be made as per the rate contract.
- 4.3 The contractor shall charge from the guests for washing and pressing of guests' clothes at mutually agreed rates. In exceptional cases, on specific instructions from BHEL officials, the Contractor may claim expenditure incurred for washing the clothes of VVIPs.
- 4.4 BHEL shall provide water and electricity along with adequate space.

5. GENERAL ADMINISTRATION

- 5.1 Guest Occupancy Register provided by BHEL shall be kept safely. As soon as the guest enters the guest house necessary entries are to be obtained.
- 5.2 An attendance register to be maintained for the attendance of the staff.
- 5.3 Daily boarding charts are to be maintained without overwriting for the provision of food to the guests.
- 5.4 A file to be maintained for preserving the room reservation slips.
- 5.5 Both room rent and boarding bill books are to be maintained.
- 5.6 Asset Register is to be maintained by the Contractor to ensure the safe custody of company's properties. This is subject to periodical verification by the concerned authorities of the Company. Hence, the Contractor shall assume full responsibility for maintaining all movable properties of BHEL located inside the Guest House. In case of any shortage, damage etc., the Contractor is liable for replacement of the same at his cost.
- 5.7 The Contractor shall get the feedback form filled from all guests without fail.
- 5.8 Statements of food provided, bills received and submitted, etc are to be maintained by the Contractor.
- 5.9 The Contractor shall perform all catering and housekeeping work in a thorough, efficient, professional manner with due diligence and care according to industry norms and standards, in conformity with applicable local laws and regulations and Company's own procedures and instructions. The Contractor shall perform the Service to the satisfaction of the Company

and if any shortcoming is found, then on instruction the Contractor shall rectify the shortcoming immediately.

Raw material standards: The Contractor shall ensure that high quality ingredients and variety of quality vegetables are always procured for preparation of eatables. For all food preparation, double refined cholesterol-free and agmark oil is to be used. As far as possible for all other preparations agmark or any other standard products are to be used. The company's authorized official has the right to test the quality of food, reject any ingredient that may be found to be substandard. All raw materials used should be free from adulteration or any foreign material. The contractor should also ensure that the used edible oil is not re-used for any other cooking purpose.

Hygiene Standards: The Contractor should ensure the health and hygiene of the workers employed by him and ensure periodical medical check up as per the norms of the Factories Act 1948 and OHSAS norms .

Facility provided by BHEL broadly include

1. Modular self-contained Kitchen with all necessary facilities like gas stoves, cylinders, grinder, refrigerators, etc.
2. Crockery and cutlery
3. Furnitures in rooms, dining halls, lounges, office rooms, etc.
4. Appliances like TV, ACs, Geysers etc.

All the available capital equipment will be given as-is, where-is condition. If any specific requirement for such equipment is there from the Contractor's side, BHEL will decide on case-to-case basis. The crockery and cutlery are available and will be replenished once in a year against breakages in the normal use.

Any loss, theft, damage or breakage of the items entrusted to the Contractor will be borne by the Contractor.

The Contractor will have full responsibility of proper upkeep, maintenance (including spares replacement of equipments) and custody of the equipments/ vessels etc, handed over to him by the company.

All the items supplied by the company at its expense for the purpose of running Guest House will be company's property for all intents and purposes.

The losses due to breakage / theft / damage or loss of any such materials / equipment / fixtures / furniture or damage due to poor and reckless handling shall be recovered from the Contractor at full cost. In regard to natural wear and tear of any such item, the decision of the company shall be final and binding on the Contractor. Damages/breakages in crockeries due to natural causes will be leniently viewed by BHEL. However, the contractor shall maintain records for all such damages/breakages.

PERSONNEL

1. **The Successful contractor shall make all appropriate arrangements for smooth running of Guest House operations. Hence, he should post a team of personnel under the leadership of one well experienced Supervisor, who will be reporting to BHEL Supervisor in the Guest House.**

2. The Contractor shall maintain Qualified/Trained competent catering Personnel on the job to ensure smooth operation of the services as set forth in the Scope of Work and Services. This will include but not limited to:
 - a. All labour necessary to prepare and serve all meals of different cuisines including continental and to maintain the guesthouse rooms etc., in total cleanliness and hygiene condition, and
 - b. All clerical, supervisory and management personnel necessary for catering and allied operations.
3. The Contractor, as per the Abolition of Child Labour Act 2006, shall not engage a person below the age of 18 years.
4. The Contractor shall be solely responsible for providing all requirements of his labourers, including
 - a. Payment of wages and all allowances.
 - b. Collection and payment of all taxes on behalf of his employees and any other statutory requirements such as PF, ESI etc., made by any Government Authority having jurisdiction.
 - c. Prompt replacement of any personnel whose performance is unsatisfactory or whose presence is considered as detrimental to Company's interests.
 - d. All insurance and safety aspects pertaining to Contractor's employees are the contractor's liability.
 - e. The personnel employed by the Contractor shall be healthy in all respects and shall produce medical certificates to substantiate the same as required by the Company/Company's medical officer. Medical check-up shall be done once in six months. BHEL is at liberty to subject any personnel employed by the contractor to medical check up by BHEL doctor / any other authorized doctor at any time.
 - f. The personnel employed by the Contractor shall be trained to handle fire fighting systems, administer first aid in emergencies etc.
5. **UNIFORM : The Contractor shall ensure that all his employees turn out in clean, appropriate uniforms and shoes, at all times on duty.** The personnel shall wear caps while serving food. The Contractor shall provide the necessary uniforms, which shall be White for the Supervisors, Head Cook, Asst. Cooks, VIP Waiter, Waiters/Room Boys and Dark Brown for House Keeping Boys and Unskilled Workers. However, BHEL will be at liberty to change the colour scheme when the issue of uniform is next due.

CONTRACTOR'S PERSONNEL

The contractor shall maintain necessary Qualified/Trained competent personnel in each category of work, in accordance with the rules. They should meet all the requirements and fulfill all the activities mentioned in the schedule. The personnel should have pleasing personality, courteous, be good in communication with guests and be experienced to serve guests of high levels. Hence, the contractor should engage personnel who are well versed in English, Kannada and Hindi.

The company has no responsibility whatsoever on the Contractor's employees and the Contractor will be solely responsible for managing his employees. In the event of any dispute between the Contractor and his employees, the Contractor alone will be responsible for settlement of any claim and consequences that may arise out of any such dispute, whether statutory or otherwise.

The Contractor will be solely responsible for the operation of the Guest House. However, the operation will be monitored by the designated officials of the company. The Contractor will also ensure availability of a responsible person on round-the-clock basis for contact by the designated officials of the company.

The Contractor shall engage sufficient number of competent employees for running the Guest House on round-the-clock basis. Expenses on account of payment of salary / wages / providing of food / eatables for contractor's employees / Uniform / Personal Protective Equipments, and other benefits including statutory payments like PF, ESI, Holiday wages, Gratuity, Bonus, etc., to the contractor's employees shall be met by the Contractors. The Contractor shall have full control over his employees including the right to appoint, determine service conditions, discharge, dismiss, or otherwise terminate their services at any time. The Contractor shall be solely responsible for any claim arising out of employment or termination of his employees and for statutory payments.

A Contractor shall employ such personnel who are medically fit. The company has the right to direct the Contractor to remove from the premises his personnel who are found to be unfit on physical, hygienic, clinical, medical or disciplinary grounds.

The Contractor shall comply with the provisions of the Factories Act 1948, Contract Labour (Regulation and Abolition) Act 1970, Abolition of Child Labour Act 2006, ESI Act 1948, Workmen's Compensation Act 1923, Employees Provident Fund and Miscellaneous Provisions Act 1952, Minimum Wages Act 1948, Payment of Wages Act 1936, Payment of Bonus Act 1965, Payment of Gratuity Act 1972, Catering Establishment Act, Industrial Establishment, (National & Festival Holidays) Act 1958 and the Rules where under or any other Laws and Rules as may be applicable to the contract workmen from time to time. The Contractor shall produce registers and records and comply with other directions issued by the company for compliance of the statutory provisions.

The Contractor shall fully indemnify BHEL for any default or non-observance by the Contractor or any of his representatives of any of the provisions of the above mentioned enactments and the rules framed there under. Even though the Contractor shall be solely liable for settlement of any claim made by any person due to the non-observance by the Contractor of any of the provisions otherwise of the enactments cited BHEL reserves its rights to settle directly any amount due by the Contractor as mentioned above and to recover such amounts from any of the amounts payable by BHEL to the Contractor or in the absence of the same as debt due to BHEL by the Contractor.

The Contractor shall, whenever required by the company or Govt. officials authorized under the statutes, produce for inspection, all forms, registers and other records required to be maintained under various statutes.

The Contractor shall produce documentary evidence in proof of effecting the said statutory payments. Non-observance of the provisions will be construed as default by the Contractor to make such payment, and payment of his bill will be withheld.

The company will not make any separate payment towards the expenses incurred by the Contractor for complying with the above or any of the statutory provisions regarding their employees.

The Contractor shall comply with all operational rules and regulations, including security & disciplinary rules framed by the company and made applicable to the whole or part of the premises, wherein the Contractor or his employees happen to be operating / working. In the event of any of the Contractor's employees violating the said rules and regulations or in any way becoming objectionable to the company, the Contractor shall remove forthwith such employees from the company's premises and indemnify BHEL for any loss on such violation of the rules and regulations.

ARBITRATION :

Except where otherwise provided for in the contract all questions and disputes relating to the meaning of the Scope of Work, Terms & Conditions, hereinbefore mentioned and as to the quality of service or materials used or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, Scope of Work, Terms & Conditions, instructions, orders or otherwise concerning the works or the execution of/ failure to execute the same whether arising during the progress of the contract or after the completion thereof shall be referred to the sole arbitration of the Head of the Unit or to the sole arbitration of some other person appointed by the Head of the Unit willing to act as such arbitrator. The case referred to arbitration shall be other than those for which the decision of the AGM-C&PR is expressed in the contract to be final and conclusive. There will be no objection if the arbitrator so appointed is an employee of BHEL and that he had to deal with the matters to which the contract relates and that in the course of his duties as such he had expressed views on all or any of the matters in dispute or difference. The arbitrator to whom the matter is originally referred being transferred by vacating his office or being unable to act for any reason, such Head of the Unit as aforesaid at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the state at which it was left by his predecessor.

Subject as aforesaid the provision of the Arbitration Act 1940 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

It is a term of the contract that the party involving arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.

The arbitrator(s) may from time to time with consent of the parties enlarge the time, for making and publishing the award.

The work under the Contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due to be payable to the Contractor shall be withheld on account of such proceedings.

The Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing.

The Arbitrator shall give a separate award in respect of each dispute or difference referred to him.

The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion.

The award of the arbitrator shall be final, conclusive and binding on all parties to this contract.

PERIOD OF CONTRACT

The contract shall commence from the date of awarding the contract by BHEL and shall remain in force for a period of **two years**.

The company reserves the right to extend the period of contract for a further period of up to one year on terms mutually agreed upon.

Either party shall be at liberty to terminate the agreement by giving three clear calendar months notice in writing.

Risk clause.

Notwithstanding anything contained in any other clause, BHEL reserves the right to terminate the contract 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.

If there is any stoppage of service in any area of the Guest House operation, for any reason, the Contractor is liable for penalty action as decided by BHEL.

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 will be recovered from the Contractor.

BHEL may, at its discretion, close the Transit Flat 2 any time during the contract period. Hence, Price Bid for 1) Guest House, 2) Transit Flat 1 and Transit Flat 2 should indicate offers for manpower, house keeping amenities and guest amenities separately.

Accounting and payment terms:

The Contractor is fully responsible for the Cash Inflow in terms of money collected from the guests. The same has to be properly accounted with necessary paper work and money regularly deposited with the BHEL Officials in the Guest House.

The Contractor should properly account for the food items served which may be counter checked as per the systems enforced by BHEL.

Necessary records are to be maintained by the responsible person appointed by the Contractor which is to be audited from time to time by the BHEL officials or the auditor appointed by BHEL.

The payment will be admitted and cleared for the quantity of food items served only and not on the quantity prepared.

The Contractor is fully responsible for the wastages of food items prepared at the Guest House. So, any wastage of food items will have to be borne by the Contractor.

Payment to the Contractor.

The Contractor shall raise the bill on completion of every month, which should be duly certified by the BHEL's official at the Guest House and the payment shall be made within 30 days from the date of submission of complete bill with supporting documents. As the Company follows Electronic Fund Transfer(EFT) method only, the successful contractor should complete EFT procedure immediately on receiving the work order.

SUBLETTING

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

HOW TO QUOTE: Tender documents consist of Part 'A' and Part 'B' as detailed below:

- Part 'A' : Pre-qualification Bid (Technical Bid)
- Part 'B' : Price Bid.

Part 'A' must be duly completed and sealed along with DDs towards 1) EMD and 2) Tender Fees (if document downloaded from Website) in a separate envelope superscribed **Tender No.C&PR:GH:211:09-10,Dated: 21 JANUARY 2010= Part 'A' = Pre-qualification Bid for EDN Guest House**". The tenderer shall expressly accept all the terms and conditions of the tender. Alternatively, the tenderer should list deviations from the terms and conditions given in the tender documents. The tender which does not comply with BHEL's terms and conditions may be rejected as Non-Responsive.

Part 'B' must be duly completed and sealed in a separate envelope superscribing "**Tender No.C&PR:GH:211:09-10, Dated: 21 JANUARY 2010= Part 'B' = Price Bid**" for EDN Guest House. The scope and general terms and conditions should be attached to this with each page duly signed as a token of acceptance.

Part 'B' - the price bid should not carry any condition and commercial term. 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.

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 by full signature of the tenderer however is permitted.

The tenderer should submit the tender documents intact without detaching any page or pages.

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 in a sealed outer cover superscribing "Tender for Outsourcing of Guest House at BHEL-EDN Township" to the Senior Manager / C&PR, BHEL-Electronics Division, Mysore Road, Bangalore-560026 so as to reach him **on or before 14.15 hrs on 15.2.2010**.

Part 'A' of tender form will **be opened at 14.30 hours the same day (15.2.2010)** in the presence of tenderers /their authorised representatives who choose to be 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' i.e. the 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.

The tenders may be deposited in the **C&PR TENDER BOX** kept in the Reception Area of BHEL-Electronics Division, Mysore Road, Bangalore-560026 between 8.00AM and 4.00 PM (Monday to Friday) and from 8.00AM to 12.00 Noon on Saturdays. The Receptionist may be contacted in case of problem in identifying the correct tender box.

For further details or clarifications, if any, the Senior Manager / C&PR, BHEL-Electronics Division, Mysore Road, Bangalore-560026 may be contacted over telephone **(080-26998293)**.

BHEL reserves the right to assess the capacity and capability of the parties for pre-qualification. The company also reserves the right to accept any or reject any/ all the tenders or any part thereof at any stage of process without assigning any reason thereof. The company has no obligation to accept the lowest tender. BHEL's decision in this regard shall be final and binding.

PRICE BID: The tenderers are required to submit their quotation for the items listed in Part "B". The labour cost will include the wages payable to the employees by the Contractor, and also statutory payments such as ESI, PF, Bonus, EL, Incidentals like cost of food supplied to the workmen, uniform and all other statutory and non statutory benefits to the persons employed by him.

Catering charges - the rate for each unit of food item shall include material and fuel cost only. The labour cost for food preparation shall be covered under fixed service charges for providing man power.

VALIDITY OF RATES: The rates quoted should be valid for 90 days initially from the date of opening of the price bid. The rates of successful bidder should be valid for two years from the date of commencement of the contract.

I/We have read the General Information, Scope of Work, Terms & Conditions explicitly mentioned above from Page No.1 to Page No.15 and accept the same to execute the contract, if awarded. (Please sign at the bottom of all pages from 1 to 15)

SIGNATURE & SEAL OF THE TENDERER

Part – A



Bharat Heavy Electricals Limited

ELECTRONICS DIVISION, MYSORE ROAD

BANGALORE-560026

PHONE : 080-26998293

FAX : 080-26989226

PART 'A' - PRE-QUALIFICATION BID (TECHNICAL BID)

IMPORTANT NOTE:

1. Please read “Scope and general terms & conditions” before filling up this form.
2. Attach documentary evidence wherever asked for.
3. Attach the complete set of Scope, Terms & Conditions (From Page 1 to 15) duly signed by you.
4. Complete the format in all respects with signature on each page.
5. Sealed cover superscribing the envelope **Tender No.C&PR:GH:211:09-10, Dated: 21 JANUARY 2010 - Part 'A' – (Pre-qualification Bid)** should be submitted before the due date.
6. If space provided in the format is not sufficient, please provide the information in a separate sheet.
7. Those who are qualified for “Pre-qualification Bid” alone will be considered for opening of “Price Bid”.

Part - A

PART 'A' - PRE-QUALIFICATION BID(TECHNICAL BID)

(A) Name & Address of the Tenderer

(B) Whether Individual or Company or Partnership Firm?

(C) Name & address of Directors and / or Partners (in case of Company or Partnership firm) or name & address of the Proprietor (s) in the case of sole proprietorship firm. (documentary evidence to be enclosed).

(D) Experience: (Use separate sheets wherever necessary)

- Guest house General & VVIP catering services (particulars to be given with reference).
Documentary evidence to be enclosed.

- Guest House House Keeping services (particulars to be furnished with documentary evidence. Quotation without documentary evidence for required experience shall be rejected).

(E) No. of employees proposed to be employed with break up details for the following (**In case your proposed manpower deployment for BHEL-EDN Guest House/Transit Flat 1 and Transit Flat 2 is different from BHEL's requirement mentioned on Page 24**) :

SERVICE AREA	GUEST HOUSE	TRANSIT FLAT 1	TRANSIT FLAT 2
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- a. SUPERVISOR
- b. HEAD COOK
- c. ASST.COOK
- d. HOUSE KEEPING BOY
- e. SERVANT FOR CLEANING THE VESSELS, SWEEPING & SWAPPING
- f. WAITER/ROOM BOY

(F) Total number of employees presently employed by the tenderer in the Guest House maintenance and catering contracts.

(G) Name of Bankers

(H) Provident Fund Code No. :

ESI Code No. :

Income Tax PAN NO. :

Service Tax Regn. No. :

VAT/TIN Regn. No. :

(Please enclose copies of all above)

(I) Whether the tenderer has been issued with a license under the Contract Labour Regulation & Abolition Act? If so, furnish the details.

(J) Working capital of the contractor

(K) Is the contractor an Income-Tax Assessee ? If so, Income-Tax clearance certificate for the last three years has to be produced.

(L) Have the accounts of the Firm / Company been audited for the previous year. If so, furnish a copy of audited accounts of the previous three years.

Part - A

(M) Whether the Part 'B' – "Price Bid" is submitted

(N) DD No., Date, Name of the Bank and amount towards

- i) Earnest Money Deposit.
- ii) Tender Fee (if downloaded from website)

(O) Any other information the tenderer may like to furnish.

(P) If the contract is awarded, by what means do you propose to furnish the Security Deposit as explained above in the General Information sheet.

(Q) Any other information the tenderer may like to furnish.

DECLARATION

I / We hereby declare that the information furnished above are true to the best of our knowledge. We have enclosed necessary documentary evidence in support of the same. I / We have not been banned and de-listed by any Government Department / Financial Institution / have not been convicted by any Court of Law.

Signature
(Name & Address of the Tenderer
with Official Seal)

Place:

Date:

Tender No.C&PR:GH:211:09-10
Dated: 21 JANUARY 2010

PART 'B' - PRICE BID

II. BHEL-EDN GUEST HOUSE, BANGALORE

IMPORTANT NOTE:

1. Please read carefully “Scope and General Terms & Conditions” before filling up this form.
2. Complete the format in all respects with signature on each page.
3. The labour cost will include the wages payable to the employees by the Contractor, and also statutory payments such as ESI, PF, Bonus, EL, Incidentals like cost of food supplied to the workmen, uniform and all other statutory and non-statutory benefits to the persons employed by him.
4. The rate quoted for catering charges should be as per the menu. The rate for each unit of food item shall include material and fuel cost only. **The labour cost for food preparation shall be covered under fixed service charges for providing manpower.**
5. The rates quoted should be valid for 90 days initially from the date of opening of the Price Bid. The rates of successful bidder should be valid for two years from the date of commencement of the contract.
6. Standard methods, quality ingredients, fresh seasonal vegetables etc., for preparation of items and standard weight for each item should be taken into consideration while quoting the rates.
7. Sealed cover superscribing the envelope “**Tender No.C&PR:GH:211:09-10, Dated: 21 JANUARY 2010, Part 'B' (Price Bid)**” should be submitted on or before the due date.
8. If space provided in the format is not sufficient, please provide the information in a separate sheet, duly signing the same.
9. **For estimation purpose, 50% of the total accommodation capacity of the Guest House, Transit Flat 1 and Transit Flat 2 may be considered.**

PART 'B' - PRICE BID

**I. LOCATION AND DETAILS OF THE BHEL-
ELECTRONICS DIVISION GUEST HOUSE**

Address & the location	:	BHEL-EDN TOWNSHIP Chord Road, Vijayanagar BANGALORE-560040 Phone : 080-23005900
Number of rooms	:	20 – General Rooms (A/c) 04 – VVIP Suites (A/c) First floor -- 10 rooms Second floor-- 10 rooms & 4 VVIP Suites
Number of beds	:	29 beds (Guest Rooms)
Dining halls	:	One General & One VVIP Hall
Waiting Hall for VVIPs	:	One
Kitchen	:	One
Office Room	:	One
Reception	:	One
Lounge Area	:	One
Pantry Room in I Floor	:	One
Store Rooms	:	Three
Caterer's Room	:	Two
Toilets	:	Four
Laundry Area	:	One
Gas Cylinder Room	:	One
Electrical Panel Room	:	One

The contractor is advised to visit the Guest House/Transit Flats before submitting his tender.

PART 'B' - PRICE BID

**I. LOCATION AND DETAILS OF THE BHEL-
ELECTRONICS DIVISION TRANSIT FLAT - 1**

Address & the location	:	E-2, BHEL-EDN TOWNSHIP Chord Road, Vijayanagar BANGALORE-560040 Phone : 080-23218698
Number of rooms	:	3 – General Rooms (A/c) 01 –VIP Room (A/c) Ground Floor -- 3 rooms First Floor-- 1 room
Number of beds	:	7 beds (Guest Rooms)
Dining halls	:	One
Kitchen	:	One
Store Room	:	One
Caterer's Room	:	One
Lounge	:	One

The contractor is advised to visit the Guest House/Transit Flats before submitting his tender.

PART 'B' - PRICE BID

I. LOCATION AND DETAILS OF THE BHEL-ELECTRONICS DIVISION TRANSIT FLAT - 2

Address & the location	:	ED'S BUNGALOW, BHEL-EDN TOWNSHIP Chord Road, Vijayanagar BANGALORE-560040
Number of rooms	:	4 Rooms (A/c) Ground Floor -- 2 Rooms First Floor-- 2 Rooms
Number of beds	:	8 beds
Dining halls	:	One
Kitchen	:	One
Office Room	:	One
Store Rooms	:	Two
Caterer's Room	:	One
Lounge	:	One

The contractor is advised to visit the Guest House/Transit Flats before submitting his tender.

PART 'B' - PRICE BID

III.MANPOWER REQUIREMENT FOR BHEL-EDN GUEST HOUSE. TRANSIT FLAT -1 AND TRANSIT FLAT -2

Sl.No	Designation	GUEST HOUSE	TRANSIT FLAT - 1	TRANSIT FLAT -2
01	Supervisor	1	-	-
02	Cooks	1	1	1
03	Asst. Cook	1	-	-
04	Servant	1	1	1
05	House Keeping Boys/ Stewards	8	2	2
	Total	12	4	4

PART B – PRICE BID

**I. BHEL-EDN GUEST HOUSE/TRANSIT FLAT 1 AND TRANSIT FLAT 2,
BANGALORE**

ANNEXURE OF RATES

Sl. No.	Description	Rates Rs.		
01.	Fixed Service Charges per month for providing the man power (QUOTE PER PERSON) : a. SUPERVISOR b. HEAD COOK c. ASST.COOK d. HOUSE KEEPING BOY e. SERVANT FOR WATERING THE GARDENS & PLANTS, CLEANING THE VESSELS, SWEEPING & SWAPPING f. WAITER/ROOM BOY			
02.	House Keeping Material Charges per month for cleaning the premises including Room Freshners, Mosquito Repellents etc. (break up details of material proposed to be used to be furnished)	Guest House	Transit Flat -1	Transit Flat -2
03.	Guest Amenities per month (small size tooth paste, tooth brush, small size soap and shampoo sachet, coconut oil sachet in all the 20 rooms. In 4 VVIP Rooms, soap of regular size, shampoo sachet, coconut oil, tooth paste, tooth brush, disposable razor, shaving cream, body lotion (all of standard brand), shower cap and shoe polish wax sheet to be provided) break up details, quality & rate of material proposed to be provided to the guests may be furnished)			
04.	Laundry services costs(QUOTE PER PIECE): a. NAPKIN b. HAND TOWEL c. BATH TOWEL (Small) d. BATH TOWEL (Big) e. BED SPREAD(SINGLE) f. BED SPREAD(DOUBLE)	Average Qty. per Month		

	g. BLANKET	Once a year	
	h. DU VET (Double Cot)	12	
	i. CURTAIN	15	
	j. PILLOW COVER	350	
	TOTAL		

<p>VEG.MEALS CONSISTING OF : A.Phulka/Tandoor Roti/Poori B.Plain rice C.One Rice Preparation like Pulao/ Biryani/Jeera Rice/Bisibele Bath etc. D.Vegetable Curry or Palya or Saagu from fresh seasonal vegetables/green leaves E.Dhal Fry/Dal Tadka/Black Dal F.Sambar G.Rasam G.Curd H.Papad & Pickle I.One Sweet J.One Yelakki Banana</p>	<p>PER HEAD FOR UNLIMITED QUANTITY</p>		
<p><u>A LA CARTE:</u></p>			
<p>ANY VEGETABLE SOUP</p>	<p>ONE BOWL</p>		
<p>CHAPATHI/TANDOOR ROTI/POORI</p>	<p>EACH</p>		
<p>VEGETABLE CURRY</p>	<p>ONE BOWL</p>		
<p>VEGETABLE SALAD</p>	<p>ONE PLATE</p>		
<p>VEGETABLE FRIED RICE / PULAV/JEERA RICE/BISIBELE BATH /PONGAL ETC.</p>	<p>ONE PLATE</p>		
<p>CURD RICE</p>	<p>ONE PLATE</p>		
<p><u>EGG PREPARATIONS:</u></p>			
<p>EGG CURRY</p>	<p>ONE BOWL</p>		
<p>EGG FRIED RICE/BIRIYANI</p>	<p>ONE PLATE</p>		
<p>PLAIN RICE</p>	<p>ONE PLATE</p>		
<p>SWEET</p>	<p>ONE</p>		
<p>ICE CREAM(OF APPROVED BRAND)</p>	<p>ONE SLICE</p>		
<p>CUT FRUIT</p>	<p>ONE PLATE</p>		

