



E.O.I. Enquiry No. : BP/HR- CTG/C- 001

Annexure – B

Rate Contract for providing Canteen Services

1.0 Minimum Qualifying Criterion :

- 1.1 Canteen Contractor(s) registered under the Shops and Establishment Act/ Municipal Corporation shall be eligible to apply against this EOI.
- 1.2 Canteen Contractors must have minimum experience (as on 31.12.2009) of atleast three (03) years in running Industrial Canteen catering to the requirement of minimum 1000 persons either in BHEL, CPSUs, State/Central Govt. Organisations or Any other Industrial organization. This should be supported by relevant documents in the form of Work Order/Agreement and Certificate from the Organisations. In the absence of above documents, their EOI will not be considered.
- 1.3 Canteen Contractors should be registered with Provident Fund/ESI Authorities. However, Canteen Contractors who are not covered under the relevant Act should produce Exemption Certificate to this effect.
- 1.4 Canteen Contractors must have Labour License to deploy the Workmen.
- 1.5 Canteen Contractors must have PAN No. for deduction of TDS as per Income Tax Act.
- 1.6 Canteen Contractors should have Service Tax Registration Number/Service Tax Code and Accounting Code as per Service Tax Act.

2.0 Scope of Work:

- 2.1 Running of Staff Canteen during the Office hours to prepare and serve on daily basis Snacks, Tea and Meals. The meals will be served once during Lunch time in the Staff canteen only but Snacks and Tea shall be distributed thrice on various locations as per the schedule issued by BHEL. Present average consumption from Staff Canteen per day is (Meals) 450-500, (Tea) 350, (Sweets) 1000 and (Namkeen) 3500.
- 2.2 For Meals, there is **Self Service** system in the Staff Canteen, wherein Water is served on the Table and used plates as well as Tumbler/Glasses are picked up. The party shall maintain absolute cleanliness in and around canteen premises.

2.3 List of standard/recommended ingredients in Food Items and standard brand of consumables to be used, shall be as follows:-

- a. Tea Tata Gold
- b. Milk Sanchi Milk
- c. Sugar Good Quality
- d. Rice Basmati /Punjab Parmal
- e. Atta Shakti Bhog
- f. Besan Standard Brand
- g. Dal Good Quality
- h. Masala MDH
- i. Cooking Medium Standard Brand Refined Vegetable Oil (Agmark)
- j. Bread MPMKS
- k. Ghee Standard Brand Ghee (Agmark)
- l. Vegetables Farm Fresh
- m. Maida/Suji (Rawa) Standard Brand (Agmark)
- N Fresh green vegetable

2.4 The party shall procure and use ingredients for preparing meals/snacks/tea, etc as per the above details.

2.5 Following Snack items/Meals are to be supplied :-

<u>SL. NO.</u>	<u>ITEMS</u>	<u>QUANTITY</u>
1.	Tea	150 ml.
2	Samosa	45-50 gms.
3	Kachori	45-50 gms.
4	Alu Bonda	45-50gms
5	Bread Pakoda	45-50 gms.
6	Matri	30-32 gms.
7	Channa Bada	45-50gms.
8	Urad bada	45-50 gms.
9	Laddu	45-50 gms.
10	Balu Shai	45-50 gms.
11	Besan Barfi	45-50 Gms.
12	Meals	
13	Any other item on demand	

Meals will have items like Roti, Rice, Dal, Seasonal Green Vegetable, Salad, Papad, Dahi/Raita. However the final menu shall be decided after discussion with the management and different vegetable, Rajma and Kadhi as well as Snacks are to be served on rotational basis. The items of food shall be of best quality and delicious in taste .

The timing of the services shall be as follows:-

- a) Morning Tea/Snacks 0900 hours
- b) Lunch 1200 to 1300 hours
- c) Afternoon Tea 1400 hours
- d) Evening Tea/Snacks 1730 hours

Tea and Snacks shall be distributed at Administrative building, Communication department, Informatics Centre, HRDC, CISF and Town administration department. Catering to the requirement of approx. 1000 employees.

2.6 The Contractor shall arrange to purchase and provide the raw materials for all the items of acceptable standard quality for use in the canteen at his own cost. Ingredients to be used for various items as listed in the point no. 2.3 may be considered as quality requirement. Besides this, they have to deploy experienced permanent worker as cook, waiter and other staff who shall be engaged in activities like preparation and serving of food, distribution of Tea and snacks and cleaning of used plates and other utensils, table, chair, kitchen, etc. The number of persons to be deployed shall be ascertained after understanding the scope of work and visiting the site.

2.7 The Canteen In charge or his authorized representatives will be entitled to inspect the Kitchen or the place where Meals/Snacks/Tea, etc are prepared. They will also be entitled to inspect cooked food and the raw material to be used for aforesaid purpose. In the event of rejection of cooked food or raw material by the representative of BHEL, the Contractor shall not serve the rejected food or use the rejected material for preparation and shall not supply the food prepared out of such rejected material. BHEL shall not be responsible for any loss incurred by the Contractor on this account.

2.8 If it is found by BHEL that the food supplied by the Contractor is contaminated with adulterated materials, the Contract shall be terminated immediately without prejudice to the other legal rights of BHEL. Notwithstanding to the above, the Contractor shall be solely held responsible for any legal action as contemplated under various laws including Prevention of Food and Adulteration Act, 1954.

2.9 The Contactor shall not exhibit or cause to exhibit in the canteen premises, any printed or written notice or advertisement of any kind whatsoever without the written permission of the Canteen In charge.

3.0 General Terms and conditions

- 3.1 BHEL shall provide necessary utensils, crockery and cutlery, furniture, fixtures, gas and electric appliances, Wet Grinder water, electricity on free of charge basis. However a nominal rent @ Rs. 2/- per month would be charged from the Contractor towards the Canteen building .
- 3.2 Sterilisation methods should be observed in cleaning various Vessels, Plates, Utensils, etc. If the Contractor fails to observe any of the above, the Management without giving any notice will be entitled to cancel the Contract and the decision of the Management on this behalf shall be final and binding. BHEL being an OHSAS 18001/ISO certified company, contractor is liable to comply with the requirements of the standards, policy & procedure.
- 3.3 The Contractor shall ensure that the Food Handlers undergo Medical Checkup once in a six month and medical reports are to be submitted to the Canteen In charge, demonstrating that the Food Handlers are free from Communicable diseases.
- 3.4 The party shall be required to furnish to the Canteen In-Charge, true copy of the License (taken under Contract Labour Regulation and Abolition Act, 1970) for employing workmen. To enable to obtain the License, the Canteen In-Charge shall issue a certificate in Form-V to the effect that party has been engaged by BHEL for execution of the relevant works under the contract.
- 3.5 The party shall be responsible for the safety of all the employees employed for executing the work. BHEL shall not take any liability whatsoever.
- 3.6 The party shall comply with Labour Laws and pay Wages, Compensation and contributions in respect of Employees, under the payment of Wages Act, 1957, Contract Labour (R&A) Act, 1970, Workmen's Compensation Act, 1923, Employees Provident Fund (Misc) Act, 1952, including any modifications, there under from time to time. If on any account of any of the laws, the BHEL is made liable to pay damages, then the party shall have to undertake to reimburse BHEL, the amount so incurred.
- 3.7 The essence of the contract being punctuality and regularity in providing courteous services to the users. The Canteen should be well maintained, clean and hygienic to ensure smooth and trouble-free service during the entire contract period. Customer satisfaction shall be our utmost concern.

- 3.8 A complaint / Suggestion box shall be kept in the canteen for employees to register their complaint or to give suggestion for further improvement in the management of Canteen and the same shall be reviewed by the canteen management committee from time to time and the decision taken shall be implemented by the Contractor.
- 3.9 The Canteen shall mainly be required to operate on all working days and in emergent situation may run on holidays/Sundays also.
- 3.10 The contractor should also ensure that he/she will engage the Cook/ workers who know the following genuine ethics and he will instruct them to implement the same: -
- i) The Cook/ workers should have minimum three years experience of working in Industrial/ office canteen.
 - ii) The workers should keep themselves neat and clean.
 - iii) The workers should be courteous in nature.
 - vi) The workers shall not smoke/be drunken while on duty.
- 3.11 The name of bidder with full address and phone number(s) should be furnished. In case of partnership firm, the name and addresses of all the partners together with a certified copy of the partnership deed shall be furnished along with EOI. All parties have to sign the E.O.I. document unless signed by the power of Attorney holder. In the later case, copy of the power of Attorney duly attested by a Gazzetted officer must accompany the E.O.I.
- 3.12. Belated Offers after due date will not be considered.
- 3.13. All entries in the format should be either typed or clearly written in Ink. Erasures and overwriting are not permitted. The concerned person should sign the corrections and insertions, if any.
- 3.14 The terms and conditions as stipulated will form an integral part of the contract to be entered into for this work at a later stage.
- 3.15 The bidder shall be responsible for all acts and omissions of their staff and liabilities arising out of the acts and omissions of such staff will be borne by the bidders. BHEL shall in no way be responsible for any such acts, omissions or any liabilities arising there from.
- 3.16 Penalty clause shall be there for any breach of contract and other related issues.
- 3.17 In the event of any worker falling sick an alternative arrangement is to be by the contractor immediately at his own cost failing which action shall be taken.
- i) While on duty, if any worker is found to be indulging in any case of disobedience/misbehavior/malpractice/fraud or any act of misdemeanor, a penalty will be imposed on the concerned contractor. Repeated acts of indiscipline are punishable by stopping the services without any notice or termination of the contract and other consequences depending upon the gravity of the case.
 - ii) A penalty per day shall be levied and deducted from the running bills if any worker of the contractors found to be not wearing uniform on the duty.

- 3.18 The successful contractor shall have to execute an agreement with BHEL at his own cost when contract is awarded to the party.
- 3.19 Only the authorized staff attached to the contractor or representative nominated by the Bidder shall be allowed entry inside the company's or any other premises during the course of contract.
- 3.20 The persons employed by the Contractor in respect of this contract will be treated as the authorized representative(s) and shall also be held responsible along with the Contractors, for any breach of the terms and conditions as provided in the contract.
- 3.21 Any sort of untoward incidence or accidents occurring during the course of company's work should be reported by the contractors to the Manager (HR-CTG.) immediately but not later than 24 hours. This will be followed by a detailed report from the Contractor.
- 3.22 The Contractor will have to indemnify BHEL against :-
- i) All claims for injury or damage to any person property caused by his negligence or negligence of his employees whilst in BHEL premises.
 - ii) Observance of Labour & Industrial Laws.
 - iii) All claims by way of compensation and all other types of unforeseen claims, which may occur in the course of contract.
 - iv) All payments by way of compensation or otherwise which the company may be called upon to make under the provisions of the relevant Acts to any workmen as aforesaid, and any cost incurred by the company in connection with any claim preferred by such workmen and or against all action, claim and demands whatever in respect thereof or in any loss, injury or damages whatever to any third person arising out of or occasioned by the negligent, imperfect or improper performance of this contract by the Contractors, their workmen servants or agents.
 - v) All claims, payments and losses that the company may have to make or suffer on account thereof. The Bidder shall whenever required to do so by the company or Govt. officials authorized under law, produce for inspection all forms, register and other papers required to be maintained under the various statutes.
- 3.23 In case, the company be held liable for any loss, damage or compensation to third parties arising from or in relation to any operations done by the bidder, such loss, damage or compensation shall be paid by the Contractor to the company together with the costs incurred by the company on any legal proceedings pertaining thereto.
- 3.24 The bidder will observe and comply with the requirements of the Minimum Wages Act and other Industrial & Labour legislations for the time being in force or that may hereafter be brought into force, governing the relationship between the employer and the employee.
- 3.25 This contract may be terminated at any time without paying compensation whatsoever to the Contractor in case of misbehavior, disobedience, dishonesty, clandestine insolvency, any court order, or any other related activities on their part or their failure to fulfill the terms and conditions of this agreement.

4.0 **PRICE VARIATION:** In case of any change in the cost of food material, the rate shall increase/ decrease proportionately as per the prevailing market rate and the basis shall be the rate published in local newspapers..

5.0 **Period of Contract :**The contract will be in force for one year from the effective date of award of work. However, BHEL may extend period of contract further subject to maximum of one year on same terms and conditions depending upon the performance and satisfactory services rendered.

6.0 ARBITRATION:

6.1 All disputes arising in connection with the contract shall be settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules made there under. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of the Unit/ GM (HR). The award of the arbitrator shall be final and binding on both the Parties. The venue of the Arbitration shall be Bhopal in India. The Award to be given by the Arbitration shall be a speaking award. All questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of Bhopal Courts.
