



भेल इलेक्ट्रिकल मशीन्स लिमिटेड

CIN NO. U31909K1 2011 GO 1027440
HR/06/748/2017/1052

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एक भारत सरकार उद्योग (बीएचईएल नियन्त्रित)

BHEL Electrical Machines Ltd.

A Government of India Enterprise (A subsidiary of BHEL)

25-Jul-17

TENDER NOTICE

Sub: **Tender for Operation of Industrial Canteen** in BHEL EML Kasaragod – on contract-Reg.

Sealed quotations are invited for providing food to 300 people (approximately) from experienced individuals /institutions/organizations having statutory compliance of

1. Provident Fund Registration.
2. ESI registration or any other equivalent facility complying to workmen compensation Act.
3. Valid Contractors Registration Certificate under sub section (2) of section 7 of the Contract Labour Act 1970.
4. **GST Registration**

For carrying out the **Operation of Industrial Canteen** in BHEL EML Kasaragod on contract basis for a period of one year ,inside BHEL Electrical Machines Limited, Bedradka.P.O. , Kasaragod. The minimum crew size shall be 2 cooks, 6 suppliers and 3 helpers.

Facilities for carrying out the work shall be provided by the company free of cost. The successful bidder will have to ensure man power for the timely execution of the work assigned.

- **Last date for purchase of Tender Forms** : 12th August 2017 12.00 Noon
- **Last Date of Submission of Tender** : 12th August 2017 02.00 PM
- **Tender opening Time** : 12th August 2017 03.00 PM
- **Cost of Tender Form** : ₹ 250/-
- **EMD** : ₹ 40,000/-

The successful bidder will have to provide man power to carry out the cooking at the destined place and time and arrange to serve the same at the appropriate places specified by the company with the facilities and consumables provided by the company.

Terms and Conditions

1. The bidders shall possess valid Permanent Account Number as well as GST Registration with the Central Excise.
2. The Bids are to be submitted in the prescribed Bid Forms obtained from the company.
3. The Bid forms can be had from the company between 10 AM and 4 PM on all working days. The Bidders shall invariably attach a refundable EMD (Ernest money deposit) of ₹ 40,000/- by DD drawn in favour of BHEL Electrical Machines Limited.
4. The successful bidder will have to remit security deposit/bank guarantee with the company for award of the contract.(₹ 1 Lakh + 7.5 % of the amount exceeding Rs 10 Lakhs)
5. The successful bidder will have to execute an agreement in stamp paper worth ₹ 200/- for providing the services envisaged in the contract.
6. The payment of wages and statutory benefits due to the labour employed for executing the contract is the sole responsibility of the contractor and it shall not contravene with any law or regulations prevailing in this respect.
7. Tenders without EMD will be rejected immediately.
8. The company reserves the right to reject any or all the quotations so obtained and opened without assigning any reason what so ever.

For detailed enquiry please get in touch with the company in the above address.



For more details please VISIT our website- www.bheleml.com

HEAD-HR

Bedradka Post, Kasaragod - 671124, Kerala

☎: +91 4994 232316/25/26, ☎: +91 4994 232320

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General Terms and conditions of contract

1. The period of contract is one year.
2. The contractor shall ensure payment in line with the minimum wages notified by the government.
3. The contractor shall maintain registers and records as stipulated in the **Contract Labour Regulation and Abolition Act 1970**.
4. Entry passes will be issued to the employees of contractor free of cost, however the actual cost of Rs 60/-per card will have to be borne by the contractor. The passes will be issued in the name of the contractor on remitting the said amount, which can be provided to the employees engaged by the contractor for enabling entry into the premises.
5. The contract is for cooking and serving vegetarian food items specified in the annexure attached here to as per the schedule of timings there in.
6. The monthly expenses quoted by the contractor for engaging workers to cook and serve food items in the canteen will be paid by 7th working day of the succeeding month. No enhancement in the above quoted rate will be allowed during the currency of this contract except for the statutory hikes.
7. The contractor shall further agree to run the canteen in strict compliance of the terms and conditions herein specified for a period of one year, from the commencement of the contract. Failing to the above, the company will have the right to retain the security deposit in full or part as is deemed fit to compensate the damages incurred by the company as per Clause No.(8) and (26) of the agreement, for breach of contract. Notwithstanding the above, the company will have the right to terminate the contract at any time within the above period of one year, after giving 15 days notice to the contractor.
8. The contractor shall give three months notice to the company in the event of terminating the contract before the contract period of one year, failing which, he will be liable to pay the company, damages of ` 10,000 (Rupees ten thousand only) minimum and maximum to the extent of damage caused to be decided by the company. He will also be subjected to other penal actions as found necessary by the company.
9. The contractor will arrange to cook and serve only vegetarian dishes.
10. The food supply will have to be made to all the employees of the company including permanent and temporary staff and workers, trainees, apprentices, contract workers and security guards as per the schedule of time.
11. Normally food will have to be made to all the employees mentioned in clause-No.10 above. But in special cases the company guests shall be served food in the canteen or place specified, against guest coupons. Outsiders including loading and unloading workers and crews of hired vehicles shall not be served food in the canteen unless or otherwise specifically instructed by the company through guest coupons.
12. Carrying /serving liquor /tobacco inside the canteen/company premises are not permitted. The contractor shall not serve food items more than the quantity prescribed by the Management from time to time. The contractor shall not allow partial supply of food to the employees who otherwise may bring their food from home.
13. The company will give canteen building with furniture, electric fittings for lighting fan, water connection, cooking vessels, utensils for serving food, boiler and steam cooking equipments, raw material and fuel from company's end, free of cost. Any damage caused to the above items willfully or by negligence shall be compensated by the contractor.
14. The contractor will prepare the food, scheduled as per annexure-1 and supply the same in the canteen, office and factory at the appointed timings as per the schedule timings attached as annexure-II
15. The contractor must keep the canteen building, floor, walls, roofs, furniture, serving utensils and cooking vessels etc., always clean and in good hygienic condition. The ground 20 ft. wide, surrounding the canteen building will also be kept neat and tidy by the contractor at his own cost.
16. The items shall be prepared and served under hygienic conditions.

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17. Rice, oil, vegetables and other provisions supplied by the company for the preparation of food items shall be used at the optimum. The company reserves the right to inspect the canteen including the kitchen as and when required. The official instruction of the HR Department shall be solely binding on the contractor.
18. The company reserves the right to impose fine on the contractor if the foodstuffs served are not keeping the standards of quality fixed as per this agreement.
19. When the contractor's contract is terminated as per clause No.7 above, he shall surrender the canteen and utensils etc., to the company and the company shall have the right to enter the canteen in the presence of witnesses, prepare an inventory of the materials in the premises and take over canteen. Any loss sustained by the company owing to fault of contractor shall be recovered from his security deposit. The company shall have full discretion on this matter.
20. The contractor shall bring his employees for running the canteen and he shall take them back as and when the contract is terminated. The contractor is solely responsible for their employment and their service conditions. The canteen employees will be engaged and paid for by the contractor and they shall not be considered as employees of the company. The company reserves the right to withdraw or refuse admission to any employees of the contractor at any time without notice or without assigning any reason whatsoever. The contractor will be responsible to the company for any dispute arising between the contractor and his employees.
21. All the statutory obligations regarding the employees shall be borne by the contractor.
22. The contractor shall employ only healthy persons as his employees in the canteen. The contractor should submit the medical fitness certificate of the employees engaged stating that they are not having any contagious disease. The suppliers should be neatly dressed in uniforms i.e. Pants and Shirt.
23. The company will not stand guarantee for any debt incurred by the contractor to outside parties in his personal capacity of as a contractor of the company.
The contractor shall hold the company harmless and indemnified against all claims for damage (inclusive or legal costs in connection herewith) whether arising as a result of personal injury or death (irrespective of whether such a claim arises in accordance with the provisions of the workman's compensation Act 1923 or other status in force during the concurrence of this agreement or otherwise) or any damage to any property-by accident, negligence or otherwise – arising out of and in course of continuance of this agreement.
24. The contractor shall deposit 10% of the total contract value/provide bank guarantee for the equivalent amount as security for the satisfactory fulfillment of the contract with the company. The company will have the right to recover from this amount, or encash the bank guarantee to the company if any, from the contractor the deposit shall be interest free and will be returned to the contractor on successful completion of the contract subject to provisions contained here in.
25. The contractor and his employees will be bound by the rules and regulations of the company in the matter of discipline and cleanliness.
26. The permissions given to the contractor to occupy the company's canteen will cease on completion of the period of contract or upon termination of contracts as contemplated in clause No.7 above.
27. The contractor shall ensure that no adulteration is caused to foodstuffs, snacks, meals drinks etc. In the event of any such adulteration being detected, the contractor shall be solely responsible for all the consequences, including penal action.
28. The canteen will have to work on all the working days of the company round the clock shifts and also on all the holidays and Sundays when employees are engaged by the company for work, as decided by then management from time to time.
29. If due to the lapse of the contractor, the food is spoiled during the course of cooking, he shall immediately make alternate arrangements to serve food in time at his cost. If any loss is caused to the company due to the above said lapse, the contractor shall compensate the company.
30. Proper registers regarding the number of meals, tea/black coffee, snacks etc prepared and served shall be maintained separately by the contractor for verification against the materials used.



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31. The company will have the right to alter the timing or to fix additional timings for the supply of food items.
32. If it is noted that the canteen is being operated unsatisfactorily and the directions given to improve are neglected, the company reserves the right to take appropriate action and recover the losses incurred from the contractor's monthly bill payable by the company.
33. The contractor shall furnish a list of his employees with details such as their names, age and permanent address etc. and intimate the changes if any from time to time.
34. The contractor shall have contractor's license issued by the central labour commissioner / produce the same for verification on demand by the company.
35. Any dispute between the company and the contractor or any issue relating to the contract is subject to the jurisdiction of the court of Kasaragod only.
36. Any working arrangement which may be required beyond the scope of the contract shall be effective only after issue of the amendment communication by the Management
37. Any major disputes or genuine grievance of the contractor other than the day to day problems in carrying out the contract shall be brought to the notice of the Senior Deputy Specialist, BHEL EML, Kasaragod and his decision will be final and binding on the contractor.
38. However in an emergency situation, Company reserves the right to freeze the operation of the contract and to take over the operation of the canteen at any time without any advance notice.
The contractor/his representatives shall be physically present in the canteen during the operational hours of the canteen for discharging his contractual obligations.
39. The contractor shall provide two pair maroon color terry cotton uniforms to the employees engaged and ensure that they are wearing neat uniform while on duty.
40. The contractor shall insure all the employees engaged against work spot injury under Workman Compensation Act at his cost.
41. The contractors margin shall be calculated on the normal wages (Basic+DA)
42. Statutory payments Viz. contribution towards PF, ESI, Bonus etc., will be calculated on normal wages only (Basic+DA)

I have read and understood the above and agree to abide by the above terms and conditions of contract.

Signature of the bidder /authorized representative