



Tender No: HMB/P&A/NIT (Canteen)/2019-240

Dated, the 09th May, 2019

Sub: Open Tender Inquiry for awarding Rate Contract for providing Industrial Canteen services in HEC

Sealed tender is invited from the eligible tenderers as per price-bid at Annexure-G for **providing Industrial Canteen services in FFP, HMBP & HMTP etc. of HEC Ltd. Ranchi-834004**. The details of the tender are given below:

(I) Introduction :

- a) HEC was established in the year 1958 as one of the largest Integrated Engineering Complex in India. It manufactures and supplies capital equipments & machineries and renders project execution required for core sector industries. It has complete manufacturing set up starting from casting & forging, fabrication, machining, assembly and testing - all at one location backed by a strong design - engineering and technology team & Project Divn & Corporate Office. It has three Plants - HMBP, FFP & HMTP. Each Plant has its own necessary infrastructure for running of Industrial Canteen as per the statutory requirement.
- b) The Canteen services are available to all willing working persons – employees, contractor's labour, retainers, apprentices and others. Presently, around 400-450, 300-350 and 100-130 persons avails canteen facilities daily in HMBP, FFP and HMTP respectively. The services include providing of Meal, Tiffin, Snacks, Tea, Beverage and other refreshments at locations either inside the plant premises or outside where Management desires for.

(II) Eligibility and Qualifying criteria

(A) Pre-qualification criteria:

1. Average annual financial turnover during the last three years, ending 31st March of the previous financial year, should be at least 21 lakhs rupees.
2. Experience of having successfully completed similar works during last seven years ending last day of month previous to the one in which tender is invited should be one of the following (such works must had commenced within the aforesaid period of seven years):
 - a) three similar completed works costing not less than 28 lakhs rupees, or
 - b) two similar completed works costing not less than 35 lakhs rupees, or
 - c) one similar completed work costing not less than 56 lakhs rupees.

"Similar work" means those works which involved maintaining/running Industrial Canteen in a large sized PSU/Industrial Establishment or bulk supply of prepared/cooked food items in any canteen/eatery/mess of an institution or commercially run registered food business which caters the daily need of more than 150 diners. In order to have wider participation, similar works will also include registered catering business entities having annual turnover meeting the condition as stated in the paragraph-II(A)(2)(c) above.

(B) Evaluation criteria of Bids:

1. Technical Evaluation shall be considered on the basis of the following documents:
 - a) Tenderer's profile (refer annexure-A given hereinafter)
 - b) Declaration of relationship (refer annexure-D & E given hereinafter)
 - c) EMD
 - d) Cost of Tender documents

- e) Pre-qualification criteria as mentioned above (for instance, to satisfy the paragraph-II(A)(1) the requisite documents are the annual income tax returns and/or Competent certificate of national bank pertaining to the required financial years, whereas to satisfy paragraph-II(A)(2) the requisite documents are certified copy of work orders and their completion certificates.
- f) Bidding Firms/Individuals will submit a copy of their PAN card related to Income Tax.
2. **Other conditions:**
- a) The Bidding Firms/Individuals shall categorically mention their own PF code number allotted by RPF and submit a copy of registration certificate issued under Employee's Provident Fund and Miscellaneous Provisions Act 1952 .
- b) The Bidding Firms/Individuals shall categorically mention their ESIC Registration number allotted by ESIC and submit a copy of registration certificate issued under the Employee's State Insurance Act, 1948.
- c) Bidding Firms/Individuals shall submit a copy of their Registration certificate issued as per Food Safety and Standards Act 2006.
- d) Bidding Firms/Individuals shall submit a copy of their GST Registration Certificate.
- e) In respect of existing running Contracts, the tenderer shall submit a copy of Valid Labour License issued by the office of Regional / Asst Labour Commissioner (Govt of India), under section 12 of Contract Labour (Regulation and Abolition) Act 1970 as amended from time to time.
- f) A copy of Partnership deed / Memorandum of Association is to be submitted, if applicable.
- g) **Work Experience** : The tenderer will submit a List of Work-orders executed/ being executed rendering similar services [as defined above in paragraph (II)(A)(2)] with details in the format given below. The tenderer will also enclose therewith copies of all such listed work orders & Performance Certificates issued by the Principal Employer for the respective periods mentioned in the work orders. Copies of wage sheets, EPF and ESI challans for the last month of the respective periods shall also be required for ascertaining whether the tenderer is having requisite expertise in such works and has not failed in fulfilling the statutory obligations, e.g. wage payment, deposit of PF & ESI contributions, etc.

Format for submitting the details of work-experience

Sl. N.	Name & Address of the Establishment	Turnover of the Estt.	No of employees in the Estt.	Period of Contract	Turnover of the Contractor (Contract value)	No of workmen deployed by the Contractor in the Canteen (trade wise)	Types of Services provided

3. Corporation reserve the right to ask for any document in original which may be required for evaluation/ Clarification / Verification of the technical bid.
4. Submission of any document after opening of bid shall not be allowed unless asked for in writing.
5. Conditional offer in technical bid will be liable for rejection.
6. Conditional offer in price bid shall be straight away rejected.
7. For evaluation of technical / price bid and for execution of contract, the Corporation shall be guided by the GCC as in force at that point of time.

(C) Requirement and mode of depositing Non-Refundable Application Fee

The Application Fee (non-refundable) is **Rs.7,500/-** (Rupees seven thousand five hundred) only, which is payable in the form of a Demand Draft (DD) issued by any schedule bank drawn in favour of "Heavy Engineering Corporation Ltd". The Bidder shall download Tender Documents from our website www.hecltd.com (Central Public Procurement Portal under Tender Section).

(D) Requirement and mode of depositing Earnest Money (EMD)

1. The Earnest money payable is **Rs 3,00,000/-** (Rupees three lakhs) only, which is payable in the form of Demand Draft or Bank Guarantee issued by any schedule bank drawn in favour of "Heavy Engineering Corporation Ltd".
2. No interest shall be payable on Earnest Money deposit.
3. Earnest Money of the unsuccessful bidders will be refunded immediately after finalization of the contract on receiving a written request from the bidders.
4. If the successful bidder fails to execute the contract agreement, then the Earnest Money amount will be forfeited.

(III) Date, time and Place of submission of Tender Bids

1. The tender bids shall be submitted in two parts, each in a separate sealed cover prominently super-scribed as **COVER – I** and **COVER – II** and also indicating on each of covers the bid title and containing the documents as mentioned in the Table below. These two covers shall contain details of bid as under :

COVER – I titled Technical Bid	COVER – II titled Price Bid
Documents: a) Application Fee b) Earnest Money Deposit c) Documents listed at paragraph II(B) d) Tender documents (from page no.- 01 to 26 having signature of tenderer with date on each page)	Price Bid and Rate Analysis. (page no. 27 to 29 of the tender document having signature of tenderer with date on each page)

2. The tender without application fee and earnest money shall be rejected.
3. Separate sealed Cover-I and Cover-II with the above details shall be submitted in a sealed envelope containing these two sealed covers and the sealed envelope shall be superscripted as "**Bid for Rate Contract for providing Industrial Canteen services in HEC**". The "**Tender No.**", "**Bid Opening Date**", "**Bid Opening Time**", "**Name of Bidder and his Address**" shall also be categorically mentioned on the sealed envelope, addressed to :

**Dy Manager (HR), P&A, HMBP, Heavy Machine Building Plant,
Heavy Engineering Corporation Limited, Plant Plaza Road, Dhurwa, Ranchi - 834004**

4. **Tenders will be received** in the office of **P&A, HMBP, HEC on or before 12:30 hrs of 25.05.2019**. The Bidder has the option of sending the bid by the registered post / courier or to submit the bid in person so as to make it reach here by the date and time as specified above. Tender bids shall be dropped in the Tender Box placed at the aforesaid office for this purpose or handed over to the aforesaid office on proper receipt issued by the Receiving officer.
5. Tenders received by post / courier shall be considered as valid if these are received before due date and time specified for submission. In case of courier service, date and time of its receipt may be mentioned on the envelope and got certified by the delivery personnel of the post office/ courier. Late tenders shall not be considered and opened.

(IV) Date, time and Place of opening of bids

Bids will be opened on **27.05.2019** in the aforesaid office **at 03:00 PM**. All willing tenderers or their authorized representative may be present at the time of opening of tender.

(V) Description of works including scope of work and responsibility

A) Specifications: Quantity and Quality requirement of the work

1. Maintaining and running industrial canteen services satisfactorily which includes preparation and serving of meal, tea, snacks, other items at specified locations inside FFP, HMBP & HMTP at specified times on working days and also at other locations at such times as may be required by

the management, with help of sufficient manpower of adequate necessary skills, materials and equipments.

2. **Estimated Tender Quantity:** The estimated quantity of Meal, Tea & Snacks in Units for 18 (eighteen months), based on the present trend, is as under:

SI	Items	Estimated Tender Quantity in Units for 18 months						
		FFP	HMBP	HMTP	Hqrs.	Wellness centre	Total	
a	Meal	152700	202800	52500	-	-	408000	
b	Tea	120600	450900	65700	-	-	637200	
c	Snacks	Nimki	399808	366577	253592	97200	64800	1181977
		Alu Chop	88846	81462	56354	21600	14400	262662
		Samosa	88846	81461	56354	21600	14400	262661
		Total Snacks	577500	529500	366300	140400	93600	1707300

Notes:

- a) The Bidder may take note that the nos. of units mentioned above is indicative only and have been given for enabling the bidder to assess the present consumption. However, such nos. may increase or decrease because of induction or separation of working personnel, short-period based contractual engagements, etc. The nos. of users tends to decline at times such as during festivals, ramzan month, summer/rainy season, law and order situation of Ranchi. The nos. of users may also be adversely affected on account of poor canteen services – poor/ inferior quality of items, delay in timings of serving of items, erratic distribution, discourteous behavior of canteen staff, etc. Therefore, there is no commitment from HEC to consume canteen supplies to a minimum guaranteed number. It is the sole responsibility of the contractor to apply his entrepreneurial and business skill to increase his business. Since, 'Canteen' is a welfare facility under the Factories Act, 1948, HEC will appreciate if the extent of coverage increases because of the efforts of the contractor.
- b) Tender quantities may increase or decrease as per requirements. Unit rates will remain firm till the execution of order unless revised as per Escalation Clause (XV) herein below.
3. The contractor will also provide a Sale Point for sale of snacks at specified timings only at Hqrs Admn Building, HEC Wellness Centre or at any other location .

4. **Basic Food Formula**

Basic Food Formula required for preparing the listed item and the Estimated Quantity of the materials for 18 months is given below:

Meal Items	Per Meal	Estimated Qty of Items for 18 mths			
		FFP	HMBP	HMTP	HEC
Rice(uncooked)	200 gm 0.200 Kg	30540	40560	10500	81600 Kg
Pulse(uncooked) [Arhar-17 th Masoor - 6/7 th]	50 gm 0.050 Kg	7635	10140	2625	20400 Kg
Mustard Oil	10 gm 0.010 Kg	1527	2028	525	4080 Kg
Vegetable (Potato-90 gm/ meal, Green Veg etc -35 gm/ meal) (curry-spices, onion etc)	125 gm 0.125 Kg	19088	25350	6563	51001 Kg
Haldi Powder	25 gm				
Chilli Powder	1 gm 0.001 Kg	153	203	53	409 Kg
Golki	0.500 gm 0.001 Kg	76	101	26	203 Kg
Zeera Powder	0.250 gm 0.000 Kg	38	51	13	102 Kg
Dhania Powder	0.250 gm 0.000 Kg	38	51	13	102 Kg
Chilly Red Gota	1.000 gm 0.001 Kg	153	203	53	409 Kg
Garlic (Lahsoon)	0.250 gm 0.000 Kg	38	51	13	102 Kg
Ginger (Adrakh)	1.000 gm 0.001 Kg	153	203	53	409 Kg
Chilly Green-Veg	1.000 gm 0.001 Kg	153	203	53	409 Kg
Onion for Vegetable	2.500 gm 0.003 Kg	382	507	131	1020 Kg
Salad-Onion	20.000 gm 0.020 Kg	3054	4056	1050	8160 Kg
	30 gm 0.030 Kg	4581	6084	1575	12240 Kg

Salad-Green Chilly	3 gm	0.003 Kg	458	608	158	1224 Kg
Salt	20.000 gm	0.020 Kg	3054	4056	1050	8160 Kg

Tea Items	Per Cup		
Tea leaf	1 gm	0.001 Kg	
Sugar	11 gm	0.011 Kg	
Sudha Milk	20 ml	0.020 L	

Estimated Qty for 18 mths			
FFP	HMBP	HMTP	HEC
121	451	66	638 Kg
1327	4960	723	7010 Kg
2412	9018	1314	12744 L

Prepared Tea : Not less than 80-100 ml approx per Cup.

Snacks Items	Per Piece			Estimated Qty for 18 mths						
				FFP	HMBP	HMTP	HQ	WC	HEC	
For Nimki										
Maida	15.4 gm	0.0154 Kg		6157	5645	3905	1497	998	18202	Kg
Dalda	1.5 gm	0.0015 Kg		600	550	380	146	97	1773	Kg
Refine Oil	7.7 gm	0.0077 Kg		3079	2823	1953	748	499	9102	Kg
Mangraila	0.2 gm	0.0002 Kg		80	73	51	19	13	236	Kg
Snacks Items	Per Piece			Estimated Qty for 18 mths						
For Alu Chop										
Besan (Channa)	8.3 gm	0.0083 Kg		737	676	468	179	120	2180	Kg
Refined Oil	8.3 gm	0.0083 Kg		737	676	468	179	120	2180	Kg
Mustard Oil	0.8 gm	0.0008 Kg		71	65	45	17	12	210	Kg
Potato	33.3 gm	0.0333 Kg		2959	2713	1877	719	480	8748	Kg
Ginger	0.4 gm	0.0004 Kg		36	33	23	9	6	107	Kg
Garlic	0.4 gm	0.0004 Kg		36	33	23	9	6	107	Kg
G. Chilly	0.4 gm	0.0004 Kg		36	33	23	9	6	107	Kg
Spices	0.2 gm	0.0002 Kg		18	16	11	4	3	52	Kg
For Samosa										
Besan	8.3 gm	0.0083 Kg		737	676	468	179	120	2180	Kg
Potato	33.3 gm	0.0333 Kg		2959	2713	1877	719	480	8748	Kg
Refine Oil	8.3 gm	0.0083 Kg		737	676	468	179	120	2180	Kg
Maida	16.7 gm	0.0167 Kg		1484	1360	941	361	240	4386	Kg
Dalda	1.7 gm	0.0017 Kg		151	138	96	37	24	446	Kg
Ground nut	0.8 gm	0.0008 Kg		71	65	45	17	12	210	Kg
Mustard Oil	0.8 gm	0.0008 Kg		71	65	45	17	12	210	Kg
Ginger	0.2 gm	0.0002 Kg		18	16	11	4	3	52	Kg
Garlic	0.2 gm	0.0002 Kg		18	16	11	4	3	52	Kg
G. Chilly	0.4 gm	0.0004 Kg		36	33	23	9	6	107	Kg
Spices	0.2 gm	0.0002 Kg		18	16	11	4	3	52	Kg

Prepared Nimki	Prepared Alu Chop	Prepared Samosa
Not less 50 gm per piece	Not less 75 gm per piece	Not less 75 gm per piece

Notes:

- a) These formula are indicative in nature. For the purpose of preparation of items or for inspection, the said formula will be accordingly translated into a corresponding quantities required for bulk preparation. If prepared item is lacking ingredients or having ingredients less than the aforesaid formula in terms of quantity and quality, the preparation will be considered as inferior.

- b) Any amendment made in the menu will be conveyed alongwith the food formula of the said item.
- c) The Contractor is advised to keep the sufficient stock of above items on daily & monthly basis for maintaining smooth services. The Contractor shall also keep the sufficient buffer stock so that Canteen services are not disturbed owing to sudden unforeseen circumstances arising from law and order situation or strikes and other reasons.
5. **Service Schedule:**
- a) Service at work spots and dining hall, etc: Meal, Tea & snacks shall be served as per the approved menu and time schedule at the specified points:
- b) The normal service schedule for meal, tea and snacks is daily on all working days (please **note that Sunday is also a working day**). The same vegetable will not be repeated on the next day. The normal schedule for snacks in a month will be - **Nimki on 18 working days, Alu Chop on 04 working days and Samosa on 04 working days.**
- c) **Normal Distribution Timings** : The normal distribution timings are as under:

Time	Plants	Location	Items
06.00AM to 06.15 AM	FFP, HMBP	All Shops	Tea & Snacks
10.30 AM to 11.00 AM	FFP	Main Canteen & 020 Shop	Meal
	HMBP	Main Canteen & SFW Canteen	Meal
		Adm Bldg & Engg Bldg	Tea
	HMTTP	Shops	Tea & Snacks
1.00 PM to 2.00 PM	FFP, HMBP & HMTTP	Main Canteen	Meal
3.00 PM to 3.30 PM	HMBP	Adm Bldg & Engg Bldg	Tea
4.00 PM to 5.00 PM	FFP	All Shops	Tea & Snacks
5.00 PM to 5.15 PM	HMBP	All Shops	Tea & Snacks
5.45 PM to 6.00 PM	HMTTP	Shop	Tea & Snacks
7.00 PM	FFP	020 Shop & Main Canteen	Meal

Note: Normal Timings may change depending upon requirements. Timings of Hqrs unit & Wellness Centre will be informed later on.

- d) **Normal Distribution Spots for Tea & Snacks** : The normal distribution spots for Tea & Snacks are as under:

Shifts	FFP	HMBP	HMTTP
A	09	09	01
B	18	09	01

The spots are within 01 Km radius from the Main Canteen in all the Plants.

6. **Method of quality and quantity measurement**

- a) The supply of canteen items will be made as per the order given, which will be conveyed in form of **canteen coupon/requisition slip** of authorized persons and report the compliance to the Respective Executing Authority.
- b) Executing Authority will organize the quality and quantity measurement of the performance.
- c) The respective Executing Authority will also keep a record of the canteen supplies made, on the basis of which the monthly claim bill of the tenderer will be verified.
- d) The Contractor will comply with the provisions of the **Food Safety and Standards Act 2006**.
A penalty of Rs 5000/- will be imposed against each incident of such willful negligence or non-compliance. Canteen-Contractor has to pay Compensation and Penalty imposed as per the Act, failing which it may be adjusted with his amount lying with the Corporation.
- e) The Contractor has to use always good quality brand of oil, cereals, and good quality of fresh vegetables, which shall be inspected during surprise checks. The Contractor shall ensure that high quality ingredients are always procured for preparation of eatables. The quality of ingredients/inputs/raw materials to be used in the Industrial Canteen should be as per the satisfaction of the Canteen Managing Committee. The lists of such ingredients are mentioned here **for reference**.

Sl	Item	Specification & brands given as a benchmark of quality
1	Rice	Boiled rice -Brand - Krishna Bhog / Kamla Bhog/Laajwab
2	Pulse (Masur)	Brand - Bal Govind /Adani / Sunflower / Jio
3	Pulse (Rahar)	Brand – Kissan ADM / Rajshahi /Jayaka
4	Pulse (Chana)	Talai – Gold Coin / Talai - Swad
5	Sugar	Manjara-Crystal / Bajaj
6	Maida	Nilkanth / Anapurna-Ganesh / Anapurna
7	Refined Oil	Emami-Soya/ Fortune-Soya oil /Engine-Soya
8	Mustard Oil	Jaibalaji / Dhanush / Engine / Hathi
9	Dalda	Vanaspati Khajur / Ruchi / Rasoie
10	Tea	Brooke Bond – Taja / Red Lable
11	Coffee	Nastle
12	Milk Powder	Nastle, -Everyday / Amul
13	Salt	Aashirwad, Tata salt
14	Washing Soda	Registered chemist
15	Washing powder	Wheel / Ghari
16	Bold green elaechi	Green bold
17	Cenemon/Dalchini	Superfine quality
18	Sweet soda	Tata Shakti
19	Biscuit (Sweet)	Britania, Parle, Brisk Farm
20	Biscuit (Namkeen)	Britania, Parle
21	Agarbati/ Lime scent	Citronella oil
22	Soyabean nugget	Amrawati / Ruchi
23	Mangraila	Superfine quality
24	Ground nut	Superfine quality

- f) The Corporation's authorized official has the right to check the quality and reject and send out any ingredient that may be found to be sub-standard. It shall be the responsibility of the Contractor to show all the raw materials used in canteen for cooking purpose to Executing Authority or Canteen Managing Committee Members before cooking for quality check.
- g) Any substandard food stuffs / eatables shall be removed immediately from the Corporation premises at the Contractor's cost and alternate food stuffs / eatables shall be arranged to be served. No compensation shall be payable for items rejected for whatever reason. Further, the Contractor should ensure that there is no dislocation to the canteen services on this account.
- h) Once used oil should normally not be used for further preparations.
- i) The canteen services have to comply with the provisions of **ISO Standards**. The services and the persons engaged for the purpose have to function as per the statutory provisions of **Jharkhand Factory Rules 1952** as well as the prescribed Standards in terms of materials, ingredients, health & hygiene, commercial and industrial infrastructures, etc.
- j) The Contractor shall purchase milk of reputable Dairy Development Corporation from its authorized outlet or from similar standard business concern and all other ingredients as far as possible from Consumer Co-operative Societies or from reputed whole sale outlets. As a symbiotic relation with HEC Mahila Samiti, the unorganized women residents of HEC Township are making certain basic ingredients and raw materials (spices and besan of chana Dal) meant for consumption in the industrial canteens of the Corpn. keeping the quality as home made. The Contractor shall purchase those items as a continuation of old and well established supplier in order to keep any suspicion of adulteration at bay.
- k) As per section-26(4) of the Food Safety and Standards Act 2006, the Contractor has to give written guarantee about the nature and quality of any article of food before he will commence the sale. This condition will be deemed to be completed as soon as any article of food prepared by the Contractor is released for consumption irrespective of booking/order/coupon sale/credit sale/direct or indirect sale.

- l) The Contractor will co-operate whole heartedly and give information about case of food poisoning as per section-35 of the Food Safety and Standards Act 2006. The Executing Authority will also ensure compliance of the said provisions.
- m) The canteen services will be monitored by one or more designated officials of the Corp and all day to day activities and immediate instructions will be conveyed to the Contractor.
7. **System of receiving order and making supply:**

- a) The representative of the Executing Authority will issue the Meal Card, Meal Booking Coupon and Tea & Snacks coupon book to persons who are willing to avail the canteen facilities and are eligible for getting canteen subsidy from the Corp, in the beginning of the month. Such type of Books/ Coupon shall be of specific colour & serially numbered and contains the respective title Meal/ Tea / Snacks.
- b) The eligible persons will book their meals and get their meal coupons from the representative of the Executing Authority at the beginning of their shift **a day before** at appropriate booking point in the prescribed manner as declared by the Executing Authority. The total nos. of booking will be informed to the Contractor for his own convenience and to enable him to prepare the meal timely, properly and sufficiently.

At the time of supplying meal, tea & snacks, the Contractor will obtain the respective coupons from the individual eligible person. The Contractor may check the authenticity of the coupons from the representatives of the Executing Authority present at the Canteen.

- c) The Contractor will also provide Meal, Tea & Snacks and other items such as packet tea, packet milk powder, sugar, packet coffee, packet liquid milk, etc. against the official requisitions received from the appropriate authority (as conveyed by the Executing Authority) and obtain receipt from the appropriate authority on the official requisitions.
- d) The Contractor will submit all such coupons and officials requisitions collected by him on a particular day to the Executing Authority by 9.00 AM on the next working day.
- e) The Contractor will have to provide/arrange items for official meetings/courtesy slips.
- f) The Contractor must be ready for any exigency, as there will be occasions when in a short notice, meal/tea/snacks will required to be supplied as per the direction of Executing Authority. Similarly orders for special occasions will have special menu, which will be required to be served in an elegant manner for any special function to be organized within the plant or in our Township. The rate for special menu shall be decided by Executing Authority.

- g) The Contractor will have to provide point-to-point service for distribution of eatables.
- h) No eatable item should be distributed at the place of cooking.
- i) The Contractor shall make his **own arrangements** at his own cost transportation of goods and distribution of items in hygienic conditions in the allotted time. Such arrangement may include sufficient number of **bi/ tri-cycles** preferably with **carrier-box** or **three/four wheeler** or **Goods-Motor-Van** (the model which does not allow external interference with edibles stored there and have provision of locking). Such fast transportation will ensure timely distribution even at farthest points and freshness of prepared articles of food will not be lost

The Contractor shall ensure adequate protection against seasonal weather conditions by transporting food items by his own conveyance as may be necessary for ensuring satisfactory and timely service.

- j) Canteen Items to be made on demand/advance requisition: (Rate to be offered by the Contractor separately)

Sl	Main course item	Paired Side Item	Quantity as per unit	Remarks
1	Poori Bhaji (having Poori 4-inch average diameter, weighing 25-gms)	Bhaji-(Alu/Channa/Mix Veg)	Two pooris with 100-gm Bhaji	Bhaji will have a little curry.
2	Poori Halwa (having Poori 4-inch average diameter, weighing 25-gms)	Sweet suji Halwa	Two pooris with 50-gm halwa	Use of butter oil

3	Idli (having 3-inch average diameter, weighing 60 gm)	Chatni & Sambar	Two idli with sambar & chatni	Vegetables in sambar
4	100-gm Suji Upma with Alu/Channa/Mix Veg	50-gms Alu/Channa/ Mix Veg	Suji Upma with Sabji	With a little spice
5	Masala Dosa (weighing 150 gm stuffed with meshed fried spiced alu)	Chatni & Sambar	Dosa with sambar & chatni	Vegetables in sambar
6	Rasgulla (weighing 30-gm)	-	Two pieces	Flavoured with cardamom
7	01 cup Coffee not less than 100ml approx	Paper board tumbler	100ml	Brand Bru

8. **Packet supply (on Requisition):**

- a) In consultation with Executing Authority, consumables such as packing material as per the requirement shall be arranged at his own cost by the Contractor.
 - b) The packing material shall include environment friendly paper plates and paper tumblers made up of thick paper board to serve Refreshments/Tea & snacks, suitable packing to send the food (Meal) in packets such as paper packets, aluminium foil packing materials, rubber garter with one piece of paper-napkin attached in between, etc. [metallic materials (paper pin, staplers pin, etc) should be not be used].
 - c) The rate of items as quoted by Canteen-Contractor will be inclusive of the expenditure incurred on such packing.
 - d) As per section-23 of the Food Safety and Standards Act 2006, the Contractor has to do packaging and labeling.
9. Such works and other allied works will be performed daily. The complete volume of work assignments will be performed through unskilled and semi-skilled personnel having adequate in-line training and/or experience corresponding to the aforesaid work assignments. They should be familiar with the work and acquire training in order to accomplish the work satisfactorily.
10. The Contractor will deploy his persons in such a way that defined works pertaining to all four shifts, namely A, G, B & C shifts, are attended.
11. Such works will be performed primarily in designated locations, such as standard dining halls or make-shift dining shade, some of which are attached to canteen-premises whereas some are inside the shop-floor at distance where prepared food-stuff are to be transported, arranged and distributed. Occasionally such works will be performed at any location of HEC or any place as directed by Executing Authority.
12. Tenderer will be responsible for the safety of his workers at the site of working. He shall arrange for his workers at his own cost Personal protective items as suitable such as helmet, eye-goggles, pair of work-shoes and other safety items. If the tenderer is unable to arrange Personal protective items, then action will be taken against him (read with clause (XVI)(13) herein below).

13. **Infrastructure / Facilities:**

- a) The existing facilities in "as is where is" condition will be passed on with and no extra demand may be entertained.
- b) No rental is charged for the canteen premises and cooking area, utensils, equipments and appliances, which are provided by the Corporation.
- c) **Energy charge** (measured with help of meter) against electricity consumed for illumination and ventilation required for running the canteen shall be borne by HEC. The same should be used judiciously. However, the plants reserve the right to restrict the supply. Energy charge for other equipments will be applicable on chargeable basis.
- a) **Water charges** (measured with help of meter) against water supplied for using in canteen premises and for storage to consume for the same purpose shall be borne by HEC.
- b) The contractor shall always keep the **buffer storage of water** sufficient for 48 hours of consumption for the purpose of washing, cleaning, cooking and drinking. The contractor will alert the Executing Authority certainly on second day if he anticipates that the interruption in water supply may continue to third day. If the contractor fails to do so as stated above, a

penalty of an appropriate amount will be imposed. The Contractor will store adequate stock of water regularly in the water reservoir provided in the canteen premises. Such storages have to be washed and cleaned regularly and kept in use always. Wastage of water will not be allowed in any form such as over-flow, seepage or stagnation, etc.

- d) All cooking activities are to be performed centrally at Canteens of the plants in efficient, economical and hygienic manner. Makeshift kitchen facilities are available adjacent to dining halls at aforesaid location. If the Contractor desires to make use of these Makeshift kitchen facilities, he will be allowed but no extra cost will be borne by the Corporation.
- c) The **LPG based cooking system**, utensils and furniture etc available in Canteens for cooking, catering and distribution may be used by the Contractors on **"as is where is"** basis. The Contractor **has to use at his own cost Commercial LPG refills** through FFP Gas Service Agency located in HEC Township. Domestic LPG refills are not permissible.
- e) The Contractor will take the charge of existing **pot-plants / decorative plants** in the canteen premises and maintain these Plants.
- f) The Contractor will replace every month at his cost the pencil batteries of big size wall clock installed in Canteens and keep the clocks operational with display of correct timings. Penalty will be imposed if the clocks found displaying incorrect time.
- g) The Contractor will properly use the music systems (Compact-disc player, its speakers and show-case with locks), if existing, during the dining session only. He will keep these items in clean condition. If any item goes faulty, Canteen-Contractor will be held responsible. Executing Authority will give songs for playing as per his instructions.
- h) The Contractor may be provided with (a) thermo flasks, (b) hot cases, (c) tea urns, (4) grinders, (5) mixies, (6) refrigerators, (7) deep freezer, (8) electric water purifiers, (9) electric water coolers (10) Commercial ovens on **"as is where is"** basis. The Contractor will use these equipments properly and will be responsible for their proper upkeep and maintenance. The Contractor is required to return the appliances in working condition at the time of expiry of contract or else deduction on this count will be made his bills/security deposit.
- i) All the cost incurred for maintenance and upkeep of appliances as provided by the Corporation shall be borne by the Contractor.
- j) The Contractor shall have to take such items in his custody with proper **book keeping**, irrespective of their rental, and smoothly use them for maintaining the desired standard related to quantity, quality, taste, cleanliness, hygiene, regularity, punctuality, safety, etc. In other words, he is not allowed to apply his own discretion whether to use or not to use any such items.
- k) The Contractor will be responsible for upkeep, safety, security and authorized use of the **Corporation assets**, which he will get for running the contract. The Contractor will submit to Executing Authority a list of such items he has taken over bearing signature of authorized giver of the Corporation (Canteen Incharge) and signature of authorized representative of the contractor.
- l) The Contractor may immediately **lodge complaints** for any civil, electrical and plumbing works with the respective section. A copy of such complaints shall be endorsed to Executing Authority and retaining its office copy with him.
- c) Canteen-dinning-hall will be opened and closed at **scheduled timings**. Penalty will be imposed, if Canteen-Contractor is found not following the timings or he has created commotion, gate crash or unruly crowd rush due to display of faulty timings.
- d) The Contractor will neither supply nor allow use of canteen premises for consuming any material, which leads to intoxication, such as alcohol, tobacco, betel-nut-based materials, etc. Penalty will be imposed if filled/partially filled/empty pouch or bottle related to such intoxicating materials is found lying inside the premises.
- e) The Canteen premises shall be used only for rendering canteen services and not for residential purpose. With the permission of Executing Authority, the Contractor will be

allowed to have some of his employees, who are not on duty, available inside the canteen premises for engaging them in ensuing shifts in case of extra-ordinary situation / change of shift schedule of his employees/maintaining essential services/etc. However, the Contractor will keep the Security (CISF) informed about such detainment.

14. **Hygiene & Cleanliness:**

- a) All the raw-material needed for the preparation of items shall be stored in tin drum or any other plastic drums and shall be closed with lid in hygienic condition.
- b) The Contractor has to take care of plastic net attached to window. He has to keep it in clean condition and free from dust so that there should be proper air ventilation. He has to keep these all windows in such a manner that insides of canteen premises should not have presence of lizard, cockroach, housefly, mosquito and other insects, etc.
- a) It is the responsibility of the Contractor to do **hygienic cleaning** of all portions of Canteen premises (including washing-place, wash-basins, urinals, latrines, storage places, drains etc.) & its surrounding and Tea Booths on daily basis. For execution of the job the Contractor shall arrange at his **own cost** all necessary materials of proper standard and in adequate quantity, like broom-sticks, rema-sweep, trolley for removing garbage, wet-floor-mopping-brush, dusters, detergents, soap, milky-phenol, bleaching-powder, spirit, disinfectants, Flippers, Ezee-clean-mops, etc.
- b) In case the plants provide mopping machine, vacuum cleaner, wiper, dryer, sprayer, water-jets, etc, it is the responsibility of the Contractor to make proper use of electrical / non-electrical equipments of health-hygiene regularly and keep them in running condition.
- c) All kitchen waste and food-waste shall be collected by the Contractor and put these all in proper **garbage-bins meant for bio-degradable and non-biodegradable** at designated sites in the plants. The Contractor will place **drain filters** at outlets, collect filtered-materials and put these all in the aforesaid manner. The Contractor shall follow and maintain Effluent Treatment facility at Canteens.
- d) The Contractor shall use **hot-water** for washing and cleaning the canteen-utensils, cooking-vessels, dish-plates, cutleries, etc.
- e) The Contractor will use electric sterilizer or by dipping through wash-sink containing solution of appropriate (light) strength of Potassium Permanganate (of certified quality) for rinsing. The solution has to be changed frequently. Wiping and drying will be done using clean cloth-drier made up of cotton-materials, which has to be changed regularly.
- f) In case it is found that Canteen-Contractor is not providing right quantity and quality of aforementioned materials, the same may be provided by the Corp. The cost of the materials along with administrative charges shall be recovered from any bill payable to the Contractor. Compensation, damages and penalty also will be charged and deducted.
- g) The Contractor shall every week to approach to the garbage collector and get the garbage-bins cleared at his own cost under intimation to Executing Authority. Canteen-Contractor will do the necessary entries in prescribed register and obtain signature of the collector.
- h) The labours deployed by the Contractor will wash and clean the Tea-glasses, utensils and all other items properly immediately after use.

15. **Conveying Information and interaction:**

- a) All the rooms, halls and sites shall bear signage. The Contractor shall ensure proper use of Notice boards, Menu charts, Rate charts, Display boards, Clocks, Wall hangings, Pictures, etc. **He shall allow only authorized persons to display message through these items as permitted by the Executing Authority.** The Contractor will be responsible for the safety and security of all such items.
- b) The Contractor shall not exhibit in the said canteen printed or written notice or advertisement of any kind whatsoever without the prior approval of the Competent Authority except notices concerning the running of the said canteen.

- c) Nothing shall be pasted or displayed anywhere else in the Canteen premises. If anything such found, the Contractor shall remove immediately remove the same as his own cost.
- d) The Contractor shall comply with the instructions issued / conveyed to him by the Canteen Management Committee/ Executing Authority/ Competent Authority from time to time.
- e) As per Jharkhand Factories Rule 1952, the date of last occasion, when colour/white washing, painting and varnishing were done, has to be displayed at conspicuous location in form of permanent painting on the wall inside the dining hall.
- f) A **Complaint Book** and a see-through **Suggestion Box** shall be placed in open view inside the dining hall at a conspicuous place. The Contractor will be held responsible for its loss. The Contractor will strictly follow the directions of the Executing Authority for deriving benefits from the Complaint Book & Suggestion Box system. The Complaint Book & Suggestion Box shall be open for inspection by the Canteen Managing Committee/ Executing Authority.
- g) For inserting any other item not included in the above list of food-items, the standard unit and corresponding rate will be fixed by the Executing Authority in consultation with the Contractor & CMC and with the approval of Competent Authority after financial concurrence. Such agreed rate of new insertions will neither be loaded with any over-head-cost nor subsidized.
- h) The Contractor shall be liable for penalty for any failure on his part to serve the Canteen items at the appointed place and time or failure in rendering the canteen services in the manner as detailed in this tender, as may be decided by the Executing Authority from time to time. Besides, the Corporation also reserves the right to make alternate arrangements to cater to its employees in the event of failure of the Contractor to arrange for satisfactory service at anytime. Cost/damages arising out of such alternate arrangement shall be recovered from the Contractor. The decision of the Executing Authority shall be final and binding on the Contractor.

16. **Manning, Supervision and Management:**

- a) The dealing of Contractor and persons deployed by the Contractor with the working persons of the Corporation shall be polite, courteous. In case of any laxity, disobedience, negligence or indecency, the contract may be liable for termination without notice.
- b) Keeping in view the centralized functioning of cooking with proper use of electrical, mechanized and steam based systems, serving, cleaning, transportation and distribution of meal, tea & snacks, the Contractor shall provide **sufficient number of manpower** with multiple roles (such as Shift Supervisor, Store Keeper, Cook, Bearer, Runner etc) and having necessary skills for manning the various canteen activities, and also, as and when demanded at various locations.

In case of failure of the Contractor to provide the sufficient manpower of adequate skills, Executing Authority/Management may deploy its own resources to avert or tackle the failure so caused by the contractor. However, the expenditure involved would recovered from the contractor by invoking the Risk and cost clause as stated in this NIT besides penalty for violation of agreed terms and conditions of the contract as well as damages for the consequential loss suffered by the Corporation.

- c) The persons deployed by the Contractor shall be employees of the contractor and shall be under the direct control of the Contractor. Any staff of the Contractor not acceptable to Corporation due to the complaint against him shall be removed by the Contractor from the Canteens.
- d) Staff shall always be in proper clean uniform bearing name plate.
- e) Personal particulars of each his employees shall be made available to the Executing Authority before commencing deployment for the purpose. The Contractor shall arrange for issue of identity cards/gate pass for his employees with their photographs in consultation with the Executing Authority. The Contractor will furnish a character & antecedents certificate stating that none of his personnel was ever booked on the ground of criminal

charges, theft and unreliability. The clearance of the local police will be obtained by the Contractor before deployment of the personnel.

- f) The age of the employees of Contractor must be minimum **18 years and maximum 55 years and of sound health**. This will ensure that he is fully aware of the sensitiveness of his work. And also refuge will not be available to a person convicted of an offence under the Prevention of Food Adulteration Act, 1954.
- g) The persons deployed by the Contractor will use the prescribed gate for entrance and exit. The Contractor will indicate their duty timings properly so that his employees could produce the same to Security personnel for verification. Untimely ingress or egress without proper authority poses security threat. A penalty may be imposed on the Contractor for such incident of violation committed by any one of his persons.

(VI) Duration of contract

1. The contract will be effective for **one and half years (18 months) from the date of issue of work order**.
2. The contract may be further extended for a subsequent period of one year provided his performance is found satisfactory with the approval of the Competent Authority.

(VII) Instruction for quoting price

1. Conditional tender is liable to be rejected.
2. The quoted rate shall remain firm and fixed till the total execution of the contract agreement. However, escalation may be considered in terms of Clause (XV).
3. The tenderer should apply his mind to financial aspect, whether expressed or implied, of every clause mentioned in this tender (contract on finalization) in order to arrive at workable rates. Submission of the breakup of quoted rate in shape of Rate Analysis will give better understanding of different financial aspects involved therein.
4. The rate of the canteen items remains same whether it is served in dining hall of Main Canteen or in the shops / depts or at any location where the Executing Authority concerned has directed him to make the supply.
5. Canteen services are improvised in the manner as desired by the Management during extraordinary situations such as bandhs, strike, loading & dispatch rush, emergent breakdown maintenance, annual shutdown, any official functions, etc. Nothing more will be paid over and above the agreed rate of canteen items in the name of such situations.
6. The quoted rates should be inclusive of wages rates in force for job contracts and other statutory payments and benefits/elements like Wages, PF contribution, Insurance and Safety items, etc.
7. The quoted rates should be inclusive of all taxes, royalties and other statutory levies applicable, if any, except GST. Also refer Clause (VIII) herein below.
8. Statutory Taxes, if any, will be deducted from the bill as per prevailing rates.
9. The rates are required to be quoted both in words and figures and in case of difference between rates in words & figures, the former will prevail.
10. All the bidders are advised to see the available infrastructure / facilities before submission of tenders. No further demand / claim towards infra-structure will be entertained under any circumstances.

(VIII) Taxes and duties applicable

1. All statutory Taxes and Duties, except GST, as per prevailing rates are to be borne by the Bidder. The Contractor shall submit bill with proper Tax invoice (GST) for availing of input tax credit by the Corporation. Present GST rate applicable in HEC is 5% (2.5% CGST & 2.5% SGST).
2. However, if any, new Tax or Duty is levied after issue of Letter of Acceptance, the same may be considered for compensation on request and submission of evidence and with the approval of the Competent Authority.
3. Amount, if any, deductible under law/ order of the appropriate Government Authority, shall be deducted from the bills of contractor and deposited by the Corp. with the respective Tax Authorities with intimation to the contractor.

(IX) **Schedule of deviations** : The schedule is attached at Annexure-B.

(X) **Payment terms**

1. HMBP, FFP, HMTP, HQrs. including Wellness Centre will be separate Cost-Centres for regulating the billing and payment. Thus, there will be separate Executing Authority and Paying Authority for each Cost-Centre.
2. The Incharge of P&A Deptt. of the respective Plants & Manager (P) HQrs for HQ & Wellness Centre will be the Executing Authority. The Incharge of Finance Dept of the respective plants & HQ for HQ & Wellness Centre will be the Paying Authority for making payment to the Contractor.
3. The Contractor will submit his claim bills (monthly) to Executing Authorities of their respective plants/Units in duplicate for verification. After verifying the bills on the basis of meal coupons, tea coupons, snacks coupons and requisition slips submitted by the Contractor, the Executing Authority will send the monthly claim bills specifying therein the payable amount and recoverable amount against penalties / loss / damage etc, if any, to the Paying Authority for making payment of admissible amount after necessary deductions.
4. The amount verified by the Executing Authority and the admissible amount as passed by the Paying Authority may be paid within 30 days of passing of the bills. A lump sum amount as an advance may be paid against the bills passed by Finance, if the full amount of bills passed by Finance could not be paid.
5. There may be compelling circumstances resulting delay in payment of running bills of the Contractor. Therefore, it is advisable that the Contractor keeps the sufficient buffer fund with himself for running of canteens for at least three months.
6. The food items prepared at the Canteen are time to time taken by Central Industrial Security Force (CISF) / Security personnel, Visitors, Suppliers, vendors, Job-contactors & others. With the permission of the Executing Authority, the contractor will transact with them directly and the Corporation will not bear any financial liability of any such supplies made.
7. The payments will be made to the contractor digitally or through Account Payee Cheques only, which will be received by the Contractor himself or his duly authorized representative.

(XI) **Inspection**

Inspection will be done by the Doctor at the First Aid Post of the respective Plant/Units.

(XII) **Security Deposit**

1. Security Deposit will be 10 % of the Contract Value. Earnest Money of the successful tenderer will be converted into Initial Security Deposit. The remaining amount of Security Deposit will be deducted @ 10 % from his monthly running bill by respective Cost-Centres.
2. The Security Deposit will be refunded after successful completion of work order and after issuance of No Claim Certificate.
3. No interest shall be payable on Security Deposit.

(XIII) **Performance Guarantee Bond**

In case the rates of the successful tenderer and the value of contract derived accordingly appears to be non-workable, a performance guarantee bond in form of Bank Guarantee equal to 10% of the Contract value will be taken from the concerned tenderer, before issue of work order for ensuring proper canteen supply/ execution of canteen services as per the tender. The rates of the tenderer will be considered as non-workable rates, if the rates are lesser than the estimated rates by 20%. In such case, the submission of the Performance guarantee bond by the Contractor will be in addition to the Security Deposit.

(XIV) **Penalty & Liquidated Damages & Risks & Costs Clause**

1. **Liquidated Damages Clause**: If the Contractor fails to start/complete the work within the stipulated time fixed in the contract, the Contractor shall pay to the employer as agreed liquidated damages (LD) at the rate of 0.5% of the total contract price per week of delay or part thereof by which the completion of work has been delayed, subject to a maximum limit of 10% of the total contract price. Payment of such LD shall not in any way absolve the contractor from their contractual obligations to complete the work.

2. **Penalties / Compensation:**

- a) The amount of penalties will be recovered as mentioned against any clause mentioned above. Penalty paid against any item of non-performance will not be construed that Contractor is not required to do that job/assignment. Contractor will have to do remedy wherever he will default.
 - b) Penalty and / or compensation for any loss / damages caused by acts of commission / omission by the Contractor and/ or any person engaged by the Contractor in contravention of any clause of this tender, will be deducted from the running bills or any amount payable to the Contractor. A suitable penalty may be imposed by the Executing Authority in case of failure and/ or non-compliance in providing canteen services as per this tender. Supplies of inferior quality of canteen items and / or delay in supplies at the Canteen Dining Hall/ other locations, results into delay in commencement of work / stoppage of work at work place, warranting imposition fine/ penalty on the Contractor per incident wise.
 - c) Contractor will be required to compensate in case of any damage is caused in any form to the Corporation because of any reason attributable to him.
3. If the order is terminated due to breach of contract on part of the Contractor, the Corp. shall be entitled to get the balance/left over quantity of job done from alternative sources **at the risk and cost of the contractor**, after serving him a 15 days' notice. The differential amount, if any, shall be recovered from the security deposit and/or from any other outstanding dues of the Contractor. The Corp. reserves its right to debar such defaulting / terminated contractor from participating in future tenders.

(XV) **Escalation**

1. The rates decided and agreed between the parties for various items will be firm and **no escalation** in the finalized rates will be permitted during the first six months of the Contract Period. Escalation in rates after completion of first six month may be considered on the request of the Contractor and based on the rise, if any, in the All India Consumer Price Index (AICPI) for Industrial Workers (Base:2001=100) in the manner as given below, provided the performance of the Contractor is satisfactory.
2. **Escalation in rates for the period from the seventh month to twelfth month of the contract :**
 - a) No escalation in rates shall be considered if the percentage increase between the average AICPI for the six months preceding the month in which the work order has been issued (say 'A') and the average AICPI for the six months starting from the month in which the work order has been issued (say 'B'), is three percent or less.
 - b) Subject to the fulfillment of the above condition, an escalation in rates upto the limit of rise not exceeding five percent may be allowed based on the percentage increase in the average AICPI (A) and the average AICPI (B), as per the following formula.
 - Average AICPI for 6 months preceding the month in which the work order has been issued = A
 - Average AICPI for 6 months starting from the month in which the work order has been issued = B
(i.e. AICPI for the first six months of the contract)
 - % Increase in Average AICPI = $C = \frac{(B-A)}{A} \times 100$
 - Escalated rate (7th mth to 12th mth) = D = Original Rate + (Original Rate x C) [No rounding off]

Note: No escalation, if value of 'C' is not more than 3%. If value of 'C' is more than 5%, 'C' will be restricted to 5%.
3. **Escalation in rates for the period from the thirteenth month to eighteenth month of the contract :**

Escalation in rates may be considered on the same principle as mentioned above, as per the following formula.

 - Average AICPI for first 6 months of the contract = B (above)
 - Average AICPI for 7th month to 12th month of the contract = E

- (E-B)
- % Increase in Average AICPI = $F = \frac{(E-B)}{B} \times 100$
 - Escalated rate (13th mth to 18th mth) = G = Escalated Rate (D) + [Escalated Rate (D) x F] [No rounding off]
- Note: No escalation, if value of 'F' is not more than 3%. If value of 'F' is more than 5%, 'F' will be restricted to 5%.

4. When a period of three months is remaining to reach to completion of the original 18 months' contract period, on the request of the contractor, the contract may be extended for a further period of 12 Months provided the performance of the contractor is assessed satisfactory. In the case of such extension, escalation in rates may be considered in line with principle given above.
5. Escalation in rates or extension in the contact period will be done with due approval of the Competent Authority.

(XVI) Additional terms and conditions

1. No-claim situations: No claim on account of idle labour, interruption of work or any other account for any reasons, whatsoever will be entertained.
2. Extension of completion time: Extension of completion time, if any, may be granted to the contractor by the Executing Authorities with due approval of the Competent Authority.
3. Change in constitution / entity of contractor: In the case of any change in the entity of the contractor mentioned in the Tenderer's Profile submitted by him alongwith his tender and the said change has taken place during the running of the contract, the contractor will submit relevant documents in support of the change, such as Individual / Proprietary Business Concern / Partnership firm / Cooperative Society / Etc. Any change in the constitution of the aforesaid registered body shall forthwith be notified by the Contractor to Executing Authorities.
4. Forfeiture of EMD & debarring future participation: In case any tenderer(s) withdraws the offer after submission, or successful and valid tenderer deliberately withdraws his offer, his EMD shall be forfeited and he may be debarred from submission of tenders for a period of two years.
5. Conduct of Contractor: HEC reserve the right to remove from list of Approved-Contractors or to ban business dealing if a contractor has been found to have committed misconduct and also to suspend business dealing pending investigation.
6. General Condition of Contract & Special terms and conditions of contract will be binding on tenderers / contractors. G.C.C, S.C.C. and other specifications are available for inspection in the office of respective Incharge P&A of the plants before submission of the offer on any working days during office time.
7. For any disputes arising out of this contract the jurisdiction shall be in the Courts at RANCHI.
8. All the Statutory Rules & Regulations, Govt. Acts, guidelines etc. issued by the Corporation from time to time in the matter shall be followed for this tender.
9. Working Hours: The contractor shall have to undertake any of the jobs of this tender round the clock regardless of holidays / Sundays/ festivals on verbal/written instructions from Executing Authority, though the normal working hours will be as per factory shift timings. The normal factory shift timings are "A" Shift 6.00AM to 2.00PM, "B" Shift 2.00PM to 10.00PM, "C" Shift 10.00PM to 6.00AM and General Shift 8.00AM to 5.00PM. On completion of the job, the Contractor may inform the same to Executing Authority. Contractor or his responsible representative must be present during performance to attend exigency.
10. Site Incharge: Contractor shall supervise the work or depute his representative to do the same and take the instructions from the Executing Authority and accomplish the work. His contact address with telephone numbers shall be intimated to the said Authority to contact in odd hours.
11. Rate: The rates will be regulated in terms of the stipulations contained in the respective clauses given in the foregoing paragraphs.
12. Materials : HEC Scope: HEC will not provide materials required for performing such works except as stated in the paragraph (V) above.
13. Safety: The rate quoted should be inclusive of cost for supply of Personal Protective Equipments [PPEs] to workers. The nature and types of PPEs to be supplied to different labours may be different based on their nature of work and accordingly it is to be ascertained from the concerned Safety

Officer at the very beginning of the contract. In case of the failure of the contractor to supply the PPEs, the same shall be supplied by the Corp at the cost of Contractor and such costs will be recovered from the bills of Contractor. During working hours, wearing loose clothes, smoking, spitting and gossiping is strictly prohibited and it is the responsibility of the Contractor to ensure that his workers abide by the same.

14. Tenderers are required to cover all the labours engaged by them on the work under PF & ESI as applicable. In case of any accident, the Corporation will not be liable to pay any compensation.
15. The tender will remain valid for six months from the date of opening.
16. Discloser Of Relationship: The Tenderer shall declare whether the proprietor or any partner of the firm or director of their firm/Company as the case may be has any relation with any employee working in any Plant/Offices of HEC and if so to declare the name of the employee and the relationship, and also whether any of them has a relationship within the meaning of section 6 of the Companies Act, 1956 with any of the Directors of HEC and, if so give details. Proprietor Partner / Director of the bidder firm/ Company must submit a declaration whether any of his/their member(s) or relative(s) is/are partner/Director of any other bidder(s) participating in this bidding at the time of opening of Techno-Commercial bid.
17. Agreement: The successful tenderer shall be required to enter into an agreement with the Corporation on non-judicial stamp paper of requisite value (presently Rs.100/- only) on the proforma prescribed by HEC within 15 days from issue of Letter of Acceptance. The General Condition of Contract alongwith Letter of Acceptance & Tender documents will form part of Agreement and will be binding on contractor.
18. Executing Authority: After award of the works contract the Contractor has to take and follow all necessary instructions/guidance from him only. This will not relieve the contractor of any of his duties or obligations under the contract.
19. Constituents of tender
The Tender Document, Letter of Acceptance, GCC and Agreement will form the part of Contract. Tender Document including terms and conditions, General Conditions of Contract (GCC) of HEC, etc can be seen in the office of Incharge P&A of the respective plants on any working day during the usual office hour from 8 AM to 5 PM before closing of submission of bids.
20. Compliance of statutory provisions (Also Refer Appendix-I)
The Contractor will comply with all statutory provisions including Government directives, guidelines issued by the corporation time to time in the matter, or any related instrument having legal standing, failing which the actions as per Law may be taken against the Contractor.
21. Contractor's Responsibilities:
In addition to the responsibilities stipulated in the respective clauses given in the foregoing paragraphs, the Contractor shall also fulfill the following responsibilities.
 - a) The Contractor will comply with all the stipulations, terms & conditions of this Tender.
 - b) The contractor will make payment to the persons deployed by him from his own fund through Bank payment **on or before 10th of every month. The Contractor will submit the proof of bank payment to his labours with wage sheet every month along with his running bills.**
 - c) The Contractor will take adequate precautions to avoid damage or loss to the Corporation's property and injury to any person. In case of any damage or loss or injury, the Contractor will be fully responsible and will have to compensate the damage. This will be without any prejudice to such other action, which the Management of the Corporation may take depending on the circumstances of the loss or damages or injury as well. The Contractor will report immediately to the Executing Authorities about the any injuries arising out of in course of the work to his workmen.
 - d) Once the work is completed in terms of the works contract, the contractor will prepare the final bill in full and final settlement of the claim duly certified by the Executing Authority indicating that nothing is outstanding against the contractor.
 - e) The Contractor should either physically present himself or his authorized representative every day during working hours and report to Executing Authorities for taking instructions for coordinating the work and maintaining the various records i.e. quantum of works done,

workmen engaged, etc. The acts done by the authorized representative shall be binding on the Contractor.

- f) The successful bidder will take necessary action/steps before the time of commencement of the contract, viz acceptance of letter of intent/work-order, submitting agreement on stamp paper, submitting muster-roll register, medical fitness certificate of workers, character certificate of his employees issued by police, list of assets taken from HEC, list of items to be brought inside, receiving the time schedule of supplies and locations where supply are to be made - shift-wise, menu, food-item making formula, water supply timings, taking certificate of engagement and submitting copy of application for obtaining labour licence as per statutory formats, taking a specimen copy of Bill claim form, submitting all valid papers of the vehicles for obtaining entry-pass, submitting all valid papers of the workers for obtaining entry-pass, introduction with LPG and Mahila Samiti, etc., etc.

22. Interpretation & Saving:

- a) In case of any ambiguity with regard to interpretation of any clause of this contract the interpretation given by the Competent Authority shall be final and binding on the tenderer/contractor.
- b) The Corp. do not bind itself to accept the lowest or any tender and reserve the right to reject any or all tenders without assigning any reasons thereof. The rates of canteen items will be uniformly same for all canteens, which will be equal to agreed L1-rate.

(XVII) Termination of Contract:

The Contract can be terminated on the following grounds besides the reasons of termination of contract in general as provided in Clause-7 of GCC:

- i) If the contractor fails to perform the work as per requirement.
- ii) If the contractor does not follow the statutory rules stipulated in the Contract Labour (Regulation & Abolition) Act 1970, the Minimum Wage Act, the Safety Rules etc.
- iii) If any act of malpractices done by the contractor is detected at any stage.
- iv) If either party, the Corporation or the Contractor, gives a notice of three months in writing for foreclose the contract.

for and on behalf of
Heavy Engineering Corporation Limited

Dy Manager (P), P&A/ HMBP

STATUTORY REQUIREMENT AND LABOUR LAWS

As a part of the contract, the following shall be strictly adhered to in compliance with Statutory Obligations and Labour Laws, which will be checked time to time by respective representatives of HEC:

1.0 ADHERENCE TO LABOUR LAWS:

- 1.1 The Contractor shall be required to abide by the provisions of the Contract Labour (R&A) Act 1970, Payment of wages Act, 1936, the Employees' Compensation Act 1923, the Factories Act 1948, the Employees Provident Fund and Misc. Prov. Act 1952, the Employee State Insurance Act 1948 and all their subsequent amendments and rules framed there under.
- 1.2 The contractor shall be required to obtain Labour Licence for engagement of workers from the Competent Authority under the provisions of Contract Labour Regulation & Abolition Act, 1970.
- 1.3 The Contractor shall issue employment card and wage slip to all workers engaged by him.
- 1.4 All the workers of the contractor should be enrolled as member of the Provident Fund and ESI and subscription and contribution in respect of the workers are to be made as per statutory provisions.
- 1.5 The Contractor shall submit all relevant returns/reports to the RPFC within the dates and maintain all records properly.
- 1.6 The Contractor shall maintain the requisite Registers prescribed under the Contract Labour (R&A) Act/ Rules and also other relevant Act/ Rules.
- 1.7 The Contractor shall be under obligation to send the returns to the Licencing Officer and other competent authorities as are required under different provisions of Law.

2.0 ACCIDENT/INSURANCE

The contractor must inform about occurrence of any accident involving his workmen to the Safety Officer and also his Controlling Dept and P & A Dept immediately after the occurrence. The Contractor shall be liable to arrange prompt medical attendance and care of the injured workmen and also shall be liable to make payment of compensation as per the Employees' Compensation Act, 1923. The Corporation shall not bear any responsibility for payment of compensation/ medical expenses in case of accidents/death of his workers. However, first aid in the Plant/First Aid Post and Ambulance shall be provided to the Contractor's Workmen on chargeable basis.

- 3.0 The Contractors shall provide maternity benefits to female workers as per the provision of the Maternity Benefits Act, 1961.
- 4.0 The Contractor will engage only those persons who are medically fit and submit Medical Fitness Report of a Govt Hospital to the concerned P & A Dept. The medical examination will include X-ray of chest, and alimentary canal (Rectum and bacteriological exam of faces/urine) test and Routine blood examination besides other tests.

Signature of Tenderer.

Name:

Seal:

TENDERER'S PROFILE (To be furnished by the Tenderer)

1. Name of the tenderer:
2. Status of the tenderer (Individual / Proprietary Business concern / Partnership firm / Cooperative Society / Registered Society / Company / etc.) and in case of proprietary concern please mention the particulars of instrument empowering his successor to complete the remaining contract period in the event of death of proprietor:
3. Name & address of the Proprietor/Partner/Directors alongwith contact phone No.(If required separate sheet may be attached):
4. Office-post/title of the position held by the tenderer:
5. Office Address of the tenderer and its Phone No., Fax & e-mail, etc.:
6. Local address for immediate contact, if any:
7. Name, full address and contract phone number of Site Incharge of the tenderer:
8. Name, full address and contract phone number of Legal heirs, particularly first class, of the tenderer (if required separate sheet may be attached) whose status is individual or proprietary business concern:
9. Any other information:

Signature of Tenderer.

Name:

Seal:

Annexure-B

TECHNICAL BID

SCHEDULE OF DEVIATIONS

Date_____

To
Dy Manager, P&A, HMBP,
Heavy Engineering Corporation Limited,
Plant Plaza Road, Dhurwa, Ranchi - 834004

Dear Sir,

I have gone through the contents of Tender Documents and the following Clauses of the Tender Documents are **not acceptable** to me.

Sl.	Clause No.
----	-----

Signature of Tenderer.

Name:

Seal:

UNDERTAKING

1. I / We hereby declare that I/we have carried out successfully works of large magnitude in nature to the work embraced in this Tender and have adequate organization and experienced personnel to handle this type and magnitude of works.
2. I / We also hereby declare that I/we have seen and studied carefully before submitting the Tender, the technical aspects of the work and terms & conditions, general conditions of Contract, special conditions. Bill of Quantity and description of work, etc. and I/we am/are aware that all the above Tender Documents relating to the said work will be binding on us.

Signature of Tenderer.

Name:

Seal:

Annexure - D

DECLARATION / DISCLOSURE OF RELATIONSHIP

1	Whether the Tenderer, Proprietor or any Partner of the firm or Director of the Company, as the case may be, has any relation with any employee working in any Unit/ Plant/ Office of HEC?	Yes/No If yes, give detail in the Table below.
2	Whether the Tenderer, Proprietor or any Partner of the firm or Director of the Company, as the case may be, has any relationship (within the meaning of Section 6 of the Companies Act 1956) with any of the Directors of HEC?	Yes/No If yes, give detail in the Table below.
3	Whether the Tenderer, Proprietor or any Partner of the firm or Director of the Company, as the case may be, has any relation with any partner / Director of any other bidder(s) participating in this Bid.	(To be furnished after opening of the Technical Bid)

Sl. No.	Name, P.No., Designation, Posting of the employee(s) / Director of HEC related to the Tenderer, Proprietor or any Partner of the firm or Director of the Company, as the case may be	Relationship	Signature of employee(s)/ Director concerned

I / We declare that information furnished above are correct to the best of my/our knowledge. I/We understand that if any information furnished above is found to be wrong at any point of time, my bid / work order shall be cancelled, EMD shall be forfeited and my/our firm shall be kept in business holiday as deemed fit by the Corporation.

Signature of Tenderer.

Name:

Date:

Seal:

Annexure - E

TECHNICAL BID

LIST OF DOCUMENTS AND ENCLOSURES ATTACHED

Date _____

To,
Dy Manager, P&A, HMBP,
Heavy Engineering Corporation Limited,
Plant Plaza Road, Dhurwa, Ranchi - 834004

Dear Sir,

I have gone through the Tender Documents and I am submitting my offer for doing the work as specified in the tender documents. I am submitting the following documents for your kind consideration:

Sl	Documents required as enclosures	Particulars of documents
1.	Demand Draft /BG towards Earnest Money	
2.	Demand Draft towards Application fee for tender	
3.	Income tax Clearance Certificate/ Income-tax returns pertaining to last 3 years as required in Tender	
4.	Copies Of Work-Order / Work Completion / Performance Certificates in support of experiences of "similar work" executed during last seven years attached to a list of such copies	
5.	Tenderer's Profile (Annexure – A)	
6.	Schedule Of Deviations (Annexure – B)	
7.	Undertaking (Annexure – C)	
8.	Declaration / Discloser Of Relationship (Annexure – D)	
9.	CPF Registration Certificate	
10.	ESI Registration Certificate	
11.	Labour Licence*	
12.	Declaration that Tenderer has not been convicted or Black-listed by any PSU or Govt. Sector	
13.	PAN	
14.	GST Registration Certificate	
15.	A certified copy of Registration certificate in case of Cooperative Society/Business concern	
16.	A certified copy of Passed resolution for taking up the work on contract and authorizing its representative to file tender on its behalf	

*to be submitted consequent to award of contract

"I/We confirm that the information furnished in the documents enclosed with the tender are correct to the best of my/our knowledge and I/We agree to comply with all the conditions stipulated in the Tender Documents"

Encl :

Signature of Tenderer.

Name:

Seal:

Annexure - F (Price Bid) - (Specimen for bidder's knowledge, need not to be filled up)

Date: _____

To,
Dy Manager, P&A, HMBP,
Heavy Engineering Corporation Limited, Plant Plaza Road, Dhurwa, Ranchi - 834004

Sub: Price Bid for Rate Contract (Ref. Tender No. HMB/P&A/NIT(Canteen)/2019-240 dt. 09.05.2019)

Dear Sir,

We have carefully gone through the Description of works including scope of work and responsibility, Terms & Conditions and all other documents attached with the Tender Documents. The same is clearly understood and acceptable to us and based on that we furnish our best prices as follows:

A) Daily Supply Items

Sl	Items as per the specifications given in the Tender at Ref above	Unit	Total Estimated Quantity in Units for 18 months as given in the Tender at Ref above	Rate per Unit (in Rs.)		Amount in Rs. (Cols 4 x 5)
				In figure	In words	
1	2	3	4	5	6	7
1	Meal	Each	408000	XX	XX	XX
2	Tea	1 cup	637200	XX	XX	XX
3	Snacks – Nimki	1 pc	1181977	XXX	XXX	XXX
4	Snacks - Alu Chop	1 pc	262662	XXX	XXX	XXX
5	Snacks – Samosa	1 pc	262661	XXX	XXX	XXX
6	Snacks – Total	1 pc	1707300	XX	XX	XX

Note: Tenderer shall quote single rate applicable for all types of Snacks as mentioned above.

B) Occasionally Supplied Items (to be supplied as per order of the Executing Authority)

Sl	Items as per the specifications given in the Tender at Ref above	Rate per Unit (in Rs.)	
		In figure	In words
1	Poori Bhaji	XX	XX
2	Poori Halwa	XX	XX
3	Idli	XX	XX
4	Suji Upma with Sabji	XX	XX
5	Masala Dosa	XX	XX
6	Rasgulla	XX	XX
7	Coffee	XX	XX

The contract is basically Rate Contract, governed by the piece-rate of the items. However, in order to limit the value of the contract, an estimated quantity is shown above, which may vary to any extent depending upon the situations. As soon as, 90% of the estimated quantity of any item is exhausted, I will serve a Written Notice to the Executing Authority within first two-working-days. I will not make any request for increase in rates or compensation for variation in quantity.

The cost of items supplied on the official requisitions and not covered above shall be payable to me as per MRP printed on the supplied items or the rate as mentioned in the valid bill/memo, whichever is less.

The above rates are all inclusive, as per the NIT and General Terms & Condition. All statutory taxes will be deducted from my gross bill as per prevailing rates. I undertake to comply with all statutory provisions.

Thanking you,

Yours faithfully,

Enclosed: Filled-up Rate Analysis

Signature & Seal of Tenderer.

Name:

Annexure - G (Specimen for bidder's knowledge, need not to be filled up)

Rate Analysis

(Show all the expenses you have taken to arrive at the quoted rate)

Sl	Item of expenditure	Derivation	Rate approx	Amount of expenditure
1	Demand Draft towards Earnest Money	X	X	X
2	Demand Draft towards Application fee for tender	X	X	X
3	Expected income tax and expenses on Income tax Clearance Certificate/ Income-tax returns pertaining to last 3-years	X	X	X
4	Expenses for obtaining Labour Licence	X	X	X
5	Expenses for obtaining Insurance Coverage of EDLI & settlements	X	X	X
6	GST	X	X	X
7	PAN	X	X	X
8	Service Tax Registration No	X	X	X
9	Performance guarantee bond	X	X	X
10	Police verification cost	X	X	X
11	Pre-engagement training	X	X	X
12	Personal protective items	X	X	X
13	Taxes, royalties and other statutory levies applicable, if any	X	X	X
14	Medical fitness certificate	X	X	X
15	Cost of making gate-pass	X	X	X
16	Expenses on an agreement with the Corporation on non-judicial stamp paper	X	X	X
17	Labour Cost (Basic wages + DA)	X	X	X
18	Expenses on settlement of Employees Provident Fund and Miscellaneous Provision Act 1952 related matters	X	X	X
19	Expenses on settlement of E.S.I. related matters	X	X	X
20	Expenses on making of monthly running account(R/A) Bill	X	X	X
21	Expenses on taking care of accident cases of his workers	X	X	X
22	Expenses on daily visit to the site of work	X	X	X
23	Daily reporting of attendance & attendance registers	X	X	X
24	Notice board and display of information	X	X	X
25	Colour stamp size photograph of his workers	X	X	X
26	Major Registers	X	X	X
27	Return / Reports	X	X	X
28	Computer stationeries	X	X	X
29	Site Supervisor	X	X	X
30	Office establishment	X	X	X
31	Profit	X	X	X
32	Break-up of quoted price of Meal(attach calculation sheets)	X	X	X
33	Break-up of quoted price of Tea(attach calculation sheets)	X	X	X
34	Break-up of quoted price of Snack(attach calculation sheets)	X	X	X
35		X	X	X
36		X	X	X
	Total	X	X	X

PRICE BID

Annexure - F (Price Bid)

Date: _____

To,
Dy Manager, P&A, HMBP,
Heavy Engineering Corporation Limited, Plant Plaza Road, Dhurwa, Ranchi - 834004

Sub: Price Bid for Rate Contract (Ref. Tender No. HMB/P&A/NIT(Canteen)/2019-240 dt. 09.05.2019)

Dear Sir,

We have carefully gone through the Description of works including scope of work and responsibility, Terms & Conditions and all other documents attached with the Tender Documents. The same is clearly understood and acceptable to us and based on that we furnish our best prices as follows:

C) Daily Supply Items

Sl	Items as per the specifications given in the Tender at Ref above	Unit	Total Estimated Quantity in Units for 18 months as given in the Tender at Ref above	Rate per Unit (in Rs.)		Amount in Rs. (Cols 4 x 5)
				In figure	In words	
1	2	3	4	5	6	7
1	Meal	Each	408000			
2	Tea	1 cup	637200			
3	Snacks – Nimki	1 pc	1181977	XXX	XXX	XXX
4	Snacks - Alu Chop	1 pc	262662	XXX	XXX	XXX
5	Snacks – Samosa	1 pc	262661	XXX	XXX	XXX
6	Snacks – Total	1 pc	1707300			

Note: Tenderer shall quote single rate applicable for all types of Snacks as mentioned above.

D) Occasionally Supplied Items (to be supplied as per order of the Executing Authority)

Sl	Items as per the specifications given in the Tender at Ref above	Rate per Unit (in Rs.)	
		In figure	In words
1	Poori Bhaji		
2	Poori Halwa		
3	Idli		
4	Suji Upma with Sabji		
5	Masala Dosa		
6	Rasgulla		
7	Coffee		

The contract is basically Rate Contract, governed by the piece-rate of the items. However, in order to limit the value of the contract, an estimated quantity is shown above, which may vary to any extent depending upon the situations. As soon as, 90% of the estimated quantity of any item is exhausted, I will serve a Written Notice to the Executing Authority within first two-working-days. I will not make any request for increase in rates or compensation for variation in quantity.

The cost of items supplied on the official requisitions and not covered above shall be payable to me as per MRP printed on the supplied items or the rate as mentioned in the valid bill/memo, whichever is less.

The above rates are all inclusive, as per the NIT and General Terms & Condition. All statutory taxes will be deducted from my gross bill as per prevailing rates. I undertake to comply with all statutory provisions.

Thanking you,

Yours faithfully,

Enclosed: Filled-up Rate Analysis

Signature & Seal of Tenderer.

Name:

Annexure - G

Rate Analysis

(Show all the expenses you have taken to arrive at the quoted rate)

Sl	Item of expenditure	Derivation	Rate approx	Amount of expenditure
1	Demand Draft towards Earnest Money			
2	Demand Draft towards Application fee for tender			
3	Expected income tax and expenses on Income tax Clearance Certificate/ Income-tax returns pertaining to last 3-years			
4	Expenses for obtaining Labour Licence			
5	Expenses for obtaining Insurance Coverage of EDLI & settlements			
6	GST			
7	PAN			
8	Service Tax Registration No			
9	Performance guarantee bond			
10	Police verification cost			
11	Pre-engagement training			
12	Personal protective items			
13	Taxes, royalties and other statutory levies applicable, if any			
14	Medical fitness certificate			
15	Cost of making gate-pass			
16	Expenses on an agreement with the Corporation on non-judicial stamp paper			
17	Labour Cost (Basic wages + DA)			
18	Expenses on settlement of Employees Provident Fund and Miscellaneous Provision Act 1952 related matters			
19	Expenses on settlement of E.S.I. related matters			
20	Expenses on making of monthly running account(R/A) Bill			
21	Expenses on taking care of accident cases of his workers			
22	Expenses on daily visit to the site of work			
23	Daily reporting of attendance & attendance registers			
24	Notice board and display of information			
25	Colour stamp size photograph of his workers			
26	Major Registers			
27	Return / Reports			
28	Computer stationeries			
29	Site Supervisor			
30	Office establishment			
31	Profit			
32	Break-up of quoted price of Meal(attach calculation sheets)			
33	Break-up of quoted price of Tea(attach calculation sheets)			
34	Break-up of quoted price of Snack(attach calculation sheets)			
35				
36				
	Total			