



**BEML LIMITED**

A Govt. of India Mini Ratna Company Under Ministry of Defence.  
**Mysore Complex, Belavadi Post, Mysore : 570 018.**

**Ref : BID -6300032677**

**DATE : 26.05.2020**

Tenders through e-mode in “ **Two Bid Systems**” is invited from eligible reputed firms/ contractors for **providing Catering Services at BEML Limited, Mysore Complex, BelavadiPost, Mysore : 570 018.**

**INDEX**

<b>SI No</b>	<b>Title</b>	<b>Page No</b>
1	INDEX	1
2	Tender Notice	2-4
3	Pre Qualificationcriteria	5
4	Mandatory qualifications of the contractor for eligibility	6-7
5	Technical Bid (tobe filled in by the tenderer and to be attached with technical bid)	8
6	Terms and Conditions	9-14
7	Standard items to be used in Canteen	15
8	General Conditions	16-19
9	Standard Consumption per Unit	20
10	Commercial Bid- Annexure Menu 1. Break Fast. 2. Lunch/Dinner (Category-A) 3. Snacks (Afternoon) 4. Coffee/tea/milk 5. Category - B 6. Category - C	21-28
11	NIT Acceptance letter	29
12	INTEGRITY PACT	30-34

**BEML LIMITED**

(A GOVERNMENT OF INDIA UNDERTAKING)

MYSORE COMPLEX, BELAVADI POST,

MYSORE : 570 018.

Telephone : 0821-2400225

FAX :0821-2402801

Email :[ymn@beml.co.in](mailto:ymn@beml.co.in)

**Tender No. : 6300032677**

BEML LIMITED invites tender in Two bid system (Technical Bid & Commercial Bid) through **e- Mode** from eligible reputed firms / contractors for **Food catering in Canteen at BEML LIMITED, Mysore complex for in-house preparation and supply of Breakfast / Lunch / Dinner /snacks/coffee/Tea** for a period of two years, and further extendable for one more year on mutual acceptance.

Sl. No.	Item Description	EMD Amount (Rs)	Tender No
1	<b>Food catering in Canteen at BEML LIMITED, Mysore complex for in-house preparation and supply of Breakfast / Lunch / Dinner /snacks/coffee/Tea</b> for a period of two years, and further extendable for one more year on mutual acceptance.	Rs 19.14 lakhs	<b>6300032677</b>

**For Bid details (Technical and Commercial) kindly refer Collaboration folder of BID NO. 6300032677**

Tender documents are available in our website <http://www.bemlindia.in>

To download the tender documents, visit [www.bemlindia.in](http://www.bemlindia.in) Purchase →

e-Procurement (SRM) → Log In

Log In using the tab 'Guest Login' and click 'Process Bid' & click on the Tender No. mentioned in the table above to see the details of the tender and download the tender documents.

- Interested agencies can contact us through e-mail: [admin.srm@beml.co.in](mailto:admin.srm@beml.co.in) to obtain the username & password for submitting the bids, if already not having User ID and Password with our system.
- Tender will be in two parts. ie., Technical Bid & Price Bid.
- The last date for submission of bid is before 17.06.2020 14:00 hrs.

➤ **Instructions for submission of the bids:**

1. Technical Bids & Commercial bid are to be submitted through electronic mode only in the SRM system.
2. **Original DD for EMD & Integrity Pact duly signed with seal should be submitted in a sealed cover superscribing the bid reference & closing date, and reach BEML Mysore, before the bid closing date.**
3. In case of Firm claiming Exemption for EMD amount under MSME category, (only Micro & Small Enterprises are eligible for exemption) NSIC / MSME certificate and also Integrity Pact duly signed with seal should submit in a sealed cover superscribing the bid reference & closing date, and reach BEML, Mysore, before the bid closing date.

## 1) Submission of Technical Bid:

- a. Please upload all the Documents pertaining to Mandatory Qualification Criteria, Technical bid documents in the Collaboration Folder in the system and ensure that **no price details** are mentioned in any of the documents uploaded as part of the Technical Bid.
- b. **Corrigendum** regarding the tender if any will be published in BEML web site only before the tender closing date. Bidders to make note of the above and check the website before tender closing date / time to have the latest communication / update.
- c. Documents as indicated in the Mandatory Qualification Criteria, Technical Bid and NIT acceptance letter are to be uploaded in Collaboration Folder on SRM Platform. (Commercial bids of the bidder will be opened only if all the Mandatory Qualification Criteria are fulfilled and qualified through technical evaluation. Hence the bidders are advised to ensure upload of all the required documents carefully.)
- d. The tender documents will be considered at the sole discretion of M/s BEML LIMITED, whose decision in the matter will be Final & Binding

## 2) Submission of Commercial Bid:

- a. Please quote the price details in '**Item Data**' in SRM system only provided in item data. Any break up details/additional data, if firm wants to submit, the same may be uploaded in "**my note**".
  - b. Technical Bids of the bidders will be opened first on the specified date and time. Commercial Bids of the technically accepted bidders only will be opened subsequently on completion of the technical evaluation.
  - c. Before submitting the quote, the bidder may visit the work place / site to know the scope of work. Prior appointment may please be obtained from the office of Asst General Manager – Materials, Contact No. 0821-2400225/2400503
  - d. The offers should be only on SRM platform. (Quotations sent by Fax / Email / Quotations on letter heads will not be entertained )
- 3) This Letter + Tender document + Corrigendum if any, will be part of the contract.
- 4) Please note that your bid should be submitted in our SRM e-Procurement system only. You should be having a valid Class-III Digital Signature Certificate with encryption issued by authorized Certifying Authority to submit your bid in our SRM e-Procurement system. For any technical issues / assistance in submitting the tender in SRM platform, the firm may contact SRM Team with the following details:

SRM Team : Mr. Krishnamohan and Smt. Anitha, ( Asst General Managers )  
CIO Office, BEML Soudha, BEML Limited  
23/1, 4<sup>th</sup> Main, S.R.Nagar,  
Bengaluru – 560027.

Phone no:-080-22963269, 22963141  
E-Mail ID :[admin.srm@beml.co.in](mailto:admin.srm@beml.co.in)

## 5) REFUND OF EMDs

01	If the bidder is disqualified at Pre-qualification stage	EMD amount received in the form of DD will be returned back immediately to the bidder by the purchase department, if bidder has not qualified the pre-qualification criteria.
02	If the bidder is disqualified at Technical Evaluation stage	DD of the bidders who are qualified in the Pre-qualification stage and technically disqualified will be returned back, within 30 days from the date of technical evaluation.
03	If the bidder is not qualified at Commercial evaluation, EMD amount will be refunded to unsuccessful bidder, within 30 days from the date of awarding the contract.	

**Note :EMDs of unsuccessful agencies will be returned without any interest.**

- 6) The tenderer shall fill in all the required particulars in the blank space provided for the purpose in the tender document and shall also affix seal and sign on each and every page of tender document before uploading the tender on the BEML SRM System, as a token of acceptance of the tender terms & conditions. No corrections/ revisions will be entertained after closing date and time of tender.
- 7) In case any Person/ Persons, Company, Firm, Associations having any litigations, arbitration cases between themselves and BEML Ltd, pending before the Court / Arbitrator in connection with any contract / tender issued by BEML Ltd, shall declare the same with brief details duly authenticated in the Tenderers letter head and upload. Firms/contractors who are presently put on hold, suspended, de-listed, banned or blacklisted by BEML will not be eligible to participate.

**Technical Bids** will be opened for the bidders who have qualified in pre-qualification criteria and

**Commercial Bids** will be opened for the bidders who have qualified in the Technical Bid

**L1 will be arrived on the total value of the items.**

Thanking you,  
Yours faithfully,

For BEML LIMITED

SD/-  
Dy. General Manager (Materials)  
Ph: +91 0821 2400225/503 email: [ymn@beml.co.in](mailto:ymn@beml.co.in)

**TENDER NOTICE for PRE- QUALIFICATION CRITERIA :**

Description of Contract	<b>Food catering in Canteen at BEML LIMITED, Mysore complex for in-house preparation and supply of Breakfast / Lunch / Dinner /snacks/coffee/Tea for a period of two years, and further extendable for one more year on mutual acceptance.</b>
1) EMD	<b>EMD amount for Rs. 19.14 lakhs in the form 'DEMAND DRAFT, drawn in favour of M/s. BEML Limited, MYSORE (to be submitted before tender closing date)</b>
2) INTEGRITY PACT	The Integrity pact envisages an agreement between the prospective vendor/bidder and the buyer committing the persons/officials of both the parties not to exercise any corrupt influence on any aspect of the contract. Only those vendors/bidders who have entered into such an Integrity pact with the buyer (BEML) would be competent to participate in bidding with BEML.  Integrity Pact Form to be downloaded from SRM e-procurement portal and to be filled, signed with seal and to be submitted along with EMD (OR) MSME / NSIC Certificates for claiming of exemption from paying EMD amount.
3)Pre qualification criteria	a) It is mandatory that the DD (for EMD amount) and Integrity Pact duly signed should be sent to <b>"The DGM, Purchase Department, Mysore Complex, BEML Limited, Mysore-570 018, Karnataka"</b> so as to reach before tender closing date. b) In case of Firm claiming Exemption for EMD amount under MSME category,(only Micro & Small Enterprises are eligible for exemption)NSIC Certificate / MSME certificate and also Integrity Pact duly signed with seal should submit in a sealed cover superscribing the bid reference & closing date, and reach us before the bid closing date. c) <b>Failure to submit the above (OR) NSIC/MSME Certificate</b> will result in rejection of BID and no Correspondence will be entertained..
4)Mode and Nature of Tendering	Two Bid system (Technical & Commercial) through BEML SRM e-procurement system only.
5) PRE-Bid Meeting	05.06.2020 AT 11.00 AM.
6)Last date & time for submission of Technical & Commercial Bids in BEML SRM e-procurement system	17.06.2020 up to 14.00 hrs
7)Date & time of opening of Technical Bid through e-mode	17.06.2020 up to 14.30hrs
8)Date & time of opening of Commercial Bid through e-mode	Will be intimated later
<b>Manual and FAX/E mail Quotations will be summarily rejected.</b>	

For any clarification contact office address, Dy. General Manager (Materials) (2400503) or ASST. MANAGER (HR) (2400472), BEML Belavadi Post, Mysore – 570 018.

For BEML LIMITED

Sd/-

**DEPUTY GENERAL MANAGER**

**MANDATORY QUALIFICATIONS OF THE CONTRACTOR FOR ELIGIBILITY**

<b>Tender Description</b>		<b>Works contract for Food catering in Canteen for in-house preparation and supply of Breakfast / Lunch / Dinner / Snacks / Coffee / Tea at Mysore Complex, BEML Limited, PO Belavadi, Mysore : 570 018.</b>		
<b>Contract period</b>		<b>Two years, and further extendable for one more year on mutual acceptance.</b>		
<b>(A) Eligibility Criteria</b> (The following qualifying documents are to be scanned and uploaded along with Technical bid).				
SI no	Description	Requirement		Remarks
		Detail	Value Rs Lakhs	
1	Average Annual financial Turn Over for the last 03 (three) years i.e. 2016-17, 2017-18 and 2018-19.	Certified by practicing CA	1.44 Crores	Certificate Copy to be uploaded
2	Experience in executing Similar Type of Works, <b>for Food catering in Canteen for in-house preparation and supply of Breakfast / Lunch / Dinner / Snacks / Coffee / Tea</b> during last 3 (three) years i.e. Financial Year 2016-17 onwards and value greater than or equal to.	3 Similar works each of Minimum value per annum for not less than 500 lunch & dinner per day	1.91 crores	a) Copy of Work Completion Certificate certified by Customer, with Value and daily Average Lunch&Dinner served, for having executed the similar works to be uploaded.  b) In case of running contract, Certificate with Value and daily Average Lunch & Dinner served from the Current Customer to be uploaded.
		2 Similar works each of Minimum value per annum for not less than 1000 lunch & dinner per day	2.39 crores	
		1 Similar work of Minimum value per annum for not less than 2000 lunch & dinner per day	3.83 crores	
3	Licence issued by Food Safety and Standards Authority of India (FSSAI)	Bidder has to submit existing licence		Copy to be uploaded
4	PF Registration Certificate	Enclose copy		Copy to be uploaded.
5	ESI Registration Certificate	Enclose copy		Copy to be uploaded.

6	GST Registration Certificate	Enclose copy		Copy to be uploaded.
7	Registration Certificate of Establishment for engagement of contract labour.	Enclose copy of Valid Registration Certificate of Establishment		Copy to be uploaded.
8	Labour License	Bidder has to submit Existing Labour License		Copy to be uploaded.
9	PAN No.	If firm quotes, PAN Number shall be in the firm's name.  If Individual quotes, PAN Number shall be in the individual's name		Copy to be uploaded.
10	Annual Accounts for 2016-17, 2017-18 and 2018-19 years	Audited by practicing CA		Copies to be uploaded.
11	IT returns for FY 2016-17, 2017-18 and 2018-19			Copies to be uploaded
12	UNDERTAKING	As per enclosed format.		Copy of the UNDERTAKING to be uploaded with Signature and Seal.

**For SI.Nos. 4 & 5, Bidders having Karnataka State Regd. PF & ESI Code numbers only will be considered.**

Note : All the documents shall be in the name of the Tenderer.

PLACE:  
Date :

Signature & Seal of the Contractor

**TECHNICAL BID**

**(A) DETAIL OF RELEVANT EXPERIENCE**

Proof of Experience for following details to be attached along with the TECHNICAL BID  
(Applications will not be entertained without proof of experience of handling canteen services)

Sl.No	Name & Address with contact phone number of the Establishment	No of employees in the establishment	Period of Contract & no. of years	Turnover Of the Contractor (Annual Contract value)	No of workmen in the Canteen	Types of Services provided
1						
2						
3						

PLACE:  
Date :

Signature & Seal of the Contractor



**(B) TO BE FILLED IN BY THE TENDERER AND TO BE ATTACHED WITH TECHNICAL BID**

01.	Name in full under which the tenderer is proposing to execute the contract with Address :	
02.	Address of official premises at Mysore, if any.	
03.	Telephone No. / Mobile No./ Fax No./ E-mail ID	
04.	Existing License Number under contract labour (Regulation & Abolition) Act -1970 if any obtained for similar works.	
05	Does your agency have ISO registration? If so, give details.	
06	The rates quoted shall remain firm and errors, if any, in the extension / total shall be subject to correction. The quantities shown against each item are only approximate and hence any reduction/increase thereof during the currency of the contract shall not vitiate the contract.	Agreed

I / We certify that to the best of my / our knowledge the particulars furnished above are true.it is understood that the information furnished will be treated as confidential and will not be divulged to unauthorized persons.

PLACE:  
Date :

Signature & Seal of the Contractor

## **TERMS & CONDITIONS**

### **PERIOD OF CONTRACT**

The contract shall be initially for a period of two years valid as per the dates mentioned in PO and liable for termination by giving 03 months advance notice mutually agreed upon subject to deduction of Security Deposit on pro-rata basis for the balance period of contract. The contract **can also be extended for a further period of one year** with same terms & conditions upon mutual acceptance, subject to satisfactory performance of services rendered by the Contractor. The total approximate value of the contract is **Rs. 9.57 Crores** for 2 (two years) , excluding Taxes.

### **Integrity Pact :**

Bidders should enter into Integrity Pact with BEML LIMITED. The details of Integrity Pact & IPBG has been uploaded in BEML **Web site**.

### **SCOPE OF SERVICE**

01. The contractor shall be responsible for running the canteen services in all the three shifts and will be responsible for provision of Tea/Coffee/Milk, Snacks and Breakfast, Lunch and Dinner and other Tiffin items/special food items as per the timings specified by the company from time to time and distribute the same at the specified places i.e. Canteen Premises and other service points of BEML Mysore Complex. The day wise menu will be given by the office in charge of canteen and accordingly the food to be prepared and served.

02. The contractor will have to use Groceries, Vegetables, Milk, Oil and Gas and all commodities/ ingredients that are required as per the specified quality, parameters and brands specified by BEML.

03. The scope of work of the contractor further includes running the canteen for the ***minimum identified strength of 1400 nos. on all regular working days and maximum strength in a day as per manpower strength to be given by BEML*** in which the contractor has to meet and carry out the Canteen services by ensuring timely and hygienic preparation, serving at counters, cleaning of dining area and tables, Service of utensils, dish washing and House-keeping etc of the entire canteen and other serving Centers and it's premises, like Sports Ground, Offices club/Township, Guest house ( if required) or any venue associated with BEML on particular occasion. BEML being ISO 14001 certified company, keeping the canteen premises clean and proper waste management is of paramount importance.

04. The necessary cleaning/consumable items like phenyl, broom sticks, floor cleaning sponge/powder soap oil, brushes etc; required for House-keeping shall be provided by the contractor at his cost. Boiler facility including all vessels will be provided by BEML. **The contractor has to engage Boiler Operator at his cost during the contract period for which training will be given by our Maintenance Department. Any mis-handling while in operation, the expenses towards rectification of the problem will be borne by the Contractor during the contract period. During that period, food and other items can be prepared by Gas to avoid inconvenience in providing Canteen Services, till rectification of the Boiler problem.**

05. During critical failure of working boilers, contractor has to prepare the food / breakfast items and other items by using Commercial Gas (**at his cost**) on emergency basis.

Following are the food items to be prepared by Steam and by Gas :

(A) Breakfast items on **STEAM**:

- (i) Preparation of Idly,
- (ii) Cooking of Rice for preparation of Chitranna, Coconut Rice, Mix Vangibath, Lemon Rice, Puligore, Color rice.

(B) Lunch / Dinner items on **STEAM** :

Preparation of Plain Rice, Sambar, Rasam, Palya, Kootu and Bisibelebath;

(C) Preparation of items on **GAS** :

Vangibath, Pulva, Tomatobath, Menthibath, RavaVangibath, Dosa, Chapathi, Poori, Papad, Frying items, other beverages, Snacks, Tea/Coffee/Milk

06. Food and stuff, consumable provision items, vegetables etc are liable for inspection by authorized personnel of the company to ensure that qualitative and quantitative input standards are met by the contractor.

07. Food / Snacks / Coffee / Tea, etc., has to be served inside the Complex premises every day and also on occasions to outside locations like Sports Ground, Officers Club, Township, Guest House or any other venue associated with BEML. For this purpose, the contractor should position a suitable four-wheeler vehicle along with driver at his cost. The vehicle should not be more than TWO YEARS old from the date of registration of the vehicle, with valid documents like RC Book / Tax Paid Receipt / Emission Certificate / Motor Insurance. The driver should be less than 45 years of age having a minimum of 03 years experience and possess valid Heavy Duty Driving Licence.

#### **FACILITY PROVIDED BY THE COMPANY**

1. Rent free building, free water, electricity and steam through Boiler for cooking will be provided by BEML.
2. Kitchen equipments, Catering materials including cups, plates, spoons, tables and chairs will be given free of charge.
3. The contractor shall take the physical charge of all furniture, fixtures, fittings, empty gas cylinders etc, which will be handed over to the contractor for the use in the canteen till the pendency of the contract and the same has to be handed over to Beml after completion of canteen period.
4. The material provided by the company is subject to wear and tear, but the items missing will be debited to the contractor, if any discrepancy, arises during the checking of the inventory periodically.
5. BEML will arrange for GPC / Gel control services in around Canteen premises.

#### **COMMERCIAL TERMS**

##### **Bank Guarantee :**

The successful Contractor has to furnish a Bank Guarantee (BG) from a Scheduled Commercial Banks which includes Private Banks for 10% of the Annual Contract Value of Purchase Order as **Security Deposit**, which shall be valid for 27 months from the date beginning of Contract. The company reserves the right to encash the bank guarantee in case of any violation/non compliance to the terms and conditions of the contract ***with claim period of 06 (six) months from the date of expiry of validity of Bank Guarantee.***

#### **RESPONSIBILITIES OF THE CONTRACTOR:**

1. The contractor will serve food items to Employees/Executives/Any authorized person on the basis of the list of Employees/Officers who have opted for lunch / breakfast duly certified by the

company. In any case, money transaction shall not be made for serving of eatable to employees/executives.

2. The contractor has to run the canteen in M/s.BEML Limited Mysore Complex, Mysore and is not transferable and the contractor shall not let or sub let it to anybody.

3. The Contractor shall provide experienced supervisory staff to look after day to day activities **like Kitchen supervision, Dining Hall Supervision and Night shift supervision** in the Canteen and ensure uninterrupted services at all times.

4. The Contractor shall arrange to get i) LP GAS for cooking ii) Provisions required for preparation of items as per menu decided iii) Cleaning the vessels and utensils etc at his own cost.

5, The Contractor shall keep the kitchen, Dining hall and the Canteen premises in a very clean and tidy manner including all the vessels, crockery, cutlery and linen used in the canteen and shall be responsible for the housekeeping and cleanliness, sanitation in and around the canteen.

**6. The Contractor has to arrange for washing/dry cleaning/ironing the Dining Table Clothes and Curtains at Executive Dining Hall and VIP A/c Dining Hall, once in 15 days or sometimes as per the advice of the Canteen-in-charge.**

7, Contractor has to provide during 2 years tenure of the contract the following:

7 (i) Three sets of Uniforms (Terricot pant, Shirt and Apron) as per color and specification decided by BEML to male workers;

7 (ii) A pair of black shoe with lace, two pairs of socks and one number napkin (medium size) to male workers and his staff;

7(iii) Three sets of uniforms (Saree, Blouse and Apron along with one pair of chappals for Women workers to be provided;

7(iv) One pair of gumboot should be issued to helpers who are working in house keeping for cleaning and maintenance;

7(v) Two sets of white uniform (White terricot pant and Shirt) and a pair of white shoes with socks, white cotton cap and white gloves, should be issued to only those workers who serve inside VIP dining hall **(Approximately four Members)**

8. Contractor also has to provide disposable transparent hand gloves and head caps, for workmen deployed in kitchen and serving staff at the counters, foils for covering food plates, so as to ensure that hygiene is maintained. Also the Contractor has to keep the Room Freshner, Sompu, Jeera Peppermint, Nutpowder mix, Cardamom, Cloves, Toothpick, Good Quality Paper napkins in stock, at his cost, for VIP Dining Hall use as and when required.

9. The contractor shall ensure that all the staff puts on clean and properly pressed uniform and clean and polished shoes while on duty, Nails , Hairs and beard should be properly cut and shaped up. Further, for training and seminars, beverages and snacks have to be served in conference hall and training centre or any other places as informed for which supply of paper cups and paper plates, spoons / water glass shall be responsibility of the contractor at his cost.

**10. Contractor shall arrange for medical examination once in a year to all canteen workers.**

**11. The contractor will carry out at his own cost the police verification and antecedents of all workers deputed at BEML Ltd., Mysore and submit a copy of the same along with the individuals Bio-Data in a format to the Chief of Security Dept with in stipulated period.**

12. Periodic Maintenance/servicing/replacement of items, installation of equipments, fixtures, if any, will be done by BEML.

13. Contractor should maintain minimum 15 (fifteen) days stock of all the ingredients (except perishable items) in canteen stores which will be verified by Officer In-charge canteen.

14. The contractor should **run the Canteen with the existing Staff of 82 nos** and ensure efficient functioning of the catering services as per identified strength of manpower to carry out various jobs.

15. In case of any reduction in the existing staff due to separation during the contract period, **NO replacement will be provided by BEML.** The contractor has to bring his own staff duly covered under PF and ESI and the monthly wages to them shall be borne by the contractor. However, prior approval of the Management should be obtained.

16. No female worker/staff will be allowed to be engaged by the contractor for distribution of the food items in dining hall or any other service points. However, in case of deployment of female workers for cleaning area, their working should be restricted to 1<sup>st</sup> shift / general shift only.

17. Contractor should position his representative in all the shifts to – Maintain & monitor the store activity of issue and receipt of items in canteen, ensure proper service during Breakfast, Lunch, Dinner and to resolve and issues pertaining to food quality and service, in consultation with BEML Canteen Officer in-charge / Supervisors, Monitor the kitchen activities and maintain equipments.

18. Cleaning of the tables, floors, kitchen service utensils, used plates and cups and tumblers, cleaning of stores and house keeping of other places inside the canteen building, removing the food left over / spill over and dumping it in the trailers, shall be the responsibility of the Contractor.

19. Preparation of lunch and other breakfast items (on holiday work/Sundays and 3<sup>rd</sup> shift ) where strength is below 200, the same has to be prepared by Gas only.

20. The contractor shall be liable and solely responsible for implementation of all statutory provisions and regulations and other by-laws as applicable from time to time for running the Industrial Canteen. The Contractor has to keep the company fully indemnified at all times in respect of breaches of any laws and also against claims of his staff on any account against the company. The present applicable laws are as follows:-

- A) KARNATAKA Shops and Commercial Establishment Act-1961 and rules
- B) Factory act 1948 and rules
- C) Industrial Dispute Act 1947 and rules.
- D) Employees State Insurance Act 1948 and rules
- E) Employees Provident funds and miscellaneous and provision Act 1952 and rules
- F) Income Tax Act 1956 and rules
- G) Payment of wages Act 1948 and rules
- H) Payment of Bonus Act 1965 and rules
- I) Nationals and Festival holidays Act 1973 and rules
- J) Workmen's compensation Act 1923 and rules
- K) Contract labour (regulation and abolition) Act 1970 and Karnataka rules and amendments thereof for the above acts, from time to time.

21. The company shall not be in any way liable or responsible for any act of omissions or commissions by the contractor in this regard.

22. The present wages being paid for the existing canteen staff is as per below table and it is contractors responsibility to ensure that the payment is made to the labourers on or before 7<sup>th</sup> of every month. In addition contractor has to make payments for ESI, PF, Bonus (as per statutory norms ), CL, SL, EL, National & Festival holidays etc; as applicable from time to time. The existing strength is 82 nos.

**As per Central Government Minimum Wages – Unskilled Category**

	Rs.
Min Wage ( Basic + VDA)	503.00
PF@13.01% on basic	65.44
ESI @ 3.25% on basic	16.35
<b>Sub Total</b>	<b>584.79</b>
Bonus @ 8.33% on Min Wage	41.90
VL Wages (584.79 x 15 / 300) (for VL Encashment)	29.33
National Holiday Wages (584.79 x 13 / 300)	25.34
<b>Total Wages per day per person</b>	<b>681.26</b>
Total Daily Wages for existing 82 persons	55,863.32
Total Wages per Month (26 days) for existing 82 persons	14,52,446.32

ESI and PF contribution applicable for VL availment. However, the same is not applicable for VL encashment.

Revision in Basic and VDA notified by the Central Government from time to time during the contract period will apply to the contract labours and same will have to be borne by the Contractor.

**The Difference in minimum wages(only Basic wage) on account of Revision in minimum wages (Basic) notified by the Central Govt. from time to time during the contract period will be borne by BEML, where as change in VDA will have to be paid by the contractor.**

As per the court orders, BEML has to pay the difference in Salary, Allowances and corresponding Statutory Payments to the Contract Labours. The contractor has to pay the difference in Salary, Allowances and corresponding Statutory Payments to the contract labours and the same can be claimed from BEML LIMITED.

23. TDS will be deducted at the rate stipulated from the bill of the contractor and paid to the Govt. by the company and the rate to be quoted against the tender should be **exclusive of GST, and SAC Code is 996334 and incase of any increase / decrease, the same will be paid by BEML at applicable rate and unit rate will be amended accordingly.**

Input credit (GST) towards taxable grocery and housekeeping items purchased for BEML canteen duly certified by canteen incharge will be reimbursed to the contractor at actuals on a monthly basis .

24. Tenderers are open for inspection of Canteen / site before quoting.

25. The contractor will be responsible for the payment of accident compensation to his staff in case they sustain injuries resulting in permanent/ partial disablement or permanent / Total disablement or death due to accident while on duty in accordance with the law.

26. All day to day Food expenses towards canteen staff shall be borne by the canteen contractor only. Contractor shall provide the same food as served to the employees of BEML to all of their canteen staff also. **The total number of canteen workers will not be added in our regular number for preparation of breakfast/food/coffee/tea/snacks during the contract period.**

**STANDARD ITEMS TO BE USED IN CANTEEN ARE AS LISTED BELOW:**

<b>MILK</b>	KMF (PASTURISED MILK – RED PACKET ONLY) FOR MILK, TEA AND COFFEE USAGE
<b>CURD</b>	NANDINI (KMF)
<b>RICE</b>	SONA MASURI OF ANNAPURNA (or) BASAVESWARA (or) / BT (OLD STOCK / SEASONED RAW RICE / BASAVESWARA RICE TO BE USED) FOR ALL PURPOSES.
<b>OIL</b>	SUN SAFAL REFINED OIL FROM KARNATAKA OIL FEDERATION OR EQUIVALENT
<b>CHILLI POWDER / DHANIYA POWDER</b>	MTR / EVEREST EQUIVALENT BRAND-FOR ALL PURPOSES.
<b>COFFEE POWDER</b>	GAYATHRI COFFEE WORKS / BROOKE BOND GREEN LABEL / COFFEE DAY COFFEE 80% AND CHICORY 20%
<b>TEA POWDER</b>	BROOKE BOND / RED LABEL / TATA TEA
<b>CONDIMENT ITEMS</b>	CHAKLI/KODUBALE/MIXTURE (GOOD QUALITY) FROM REPUTED SWEET MARTS
<b>TUR-DHAL</b>	SHIVALING- 1 <sup>ST</sup> QUALITY.
<b>PICKLE</b>	MN PICKLE / SWASTIK OR EQUIVALENT GOOD QUALITY
<b>WHEAT/ATTA</b>	ASHIRWAD / PILLSBURY / ANNAPURNA

27. All The disputes arising under this agreement have jurisdiction to Mysore to entertain and adjudicate thereon.

28. The contractor workers will confine themselves to the canteen premises, unless assigned for the duties outside the canteen premises. The contractor shall arrange for proper supervision and organization of the staff for carrying out the service satisfactorily as directed by the company.

29. All other items used in canteen should be ISI / AG MARK / FSSAI brand only.

**30 (i) Contractor has also to provide the following items on daily basis to the required departments for which payments will be released on actual Invoice Value and Taxes extra, as applicable, wherever required:**

- a) Sugar (Kg)
- b) Milk Packet (Ltr)
- c) Tea packet / Powder (250 grams / 500 grams)
- d) Biscuits (Good day / Marie in packets)
- e) Lemon (Nos)
- f) Tender coconuts / Cool Drinks
- g) Outside Hotel Food Items
- h) Any other items not covered from (a) to (g)

**Note : No Service Charges will be entertained for the items mentioned in sl.no. 30 (i)**

## GENERAL CONDITIONS:

1. BEML will furnish list of employees/executives of BEML and other contractors (at the discretion of the company) to avail the food items at canteen and the contractor has to supply breakfast, meals, snacks, tea, coffee and milk at Equipment and Engine Divisions.
2. Payments will be made to the contractor on weekly basis. However, last fortnight bill (24<sup>th</sup> month) of the contract will be paid after obtaining clearance from the user department.
3. It is the responsibility of the Contractor to ensure that proper input of Commodities, vegetables etc., are ensured for preparation of any items. While the quantity of cooked item to be served for each items is specified by management, it is the responsibility of the Contractor to cater to the overall food consumption pattern of various sections which vary on a minor quantities on both sides. The Contractor shall ensure that the quantity of input items required, are met everyday for the total requirement of food items to be prepared. BEML shall inspect on stringent basis the input required for preparation.
4. The measurement/counting/weightment /quality/quantity of the food and beverages are as per the tender notification which has been accepted by the contractor and shall be verified by the Officer-in-charge of canteen or his authorized representatives at the time of supply of any time and shall be cross checked as to whether the provisions of agreement are being carried out properly or not.
5. The Canteen rates of each items / plate quoted need to be firm for a period of two years for the Contract. However, looking at the Market volatility, a price variation clause is incorporated. Details of the same are, as under:
6. Price variation will be regulated at the end of each quarter. Price / de-escalation will be with reference to the identified 11 commodities / items listed as under. **The base price of each of these items is indicated in the following table. The bidder shall consider these rates while quoting their rates and the same will be taken as reference for price escalation / de-escalation calculation. No price escalation is permitted in the 1st quarter of the contract period.**

### ANNEXURE - A

SI No.	Commodity / item details	Specification	Rate per KG / Ltr.
01	Rice	SONA MASURI of Annapurna(AP) / Basaveswara(BA) / Chudi Brands (CHU) / BT (Old Stock / Seasoned Raw Rice only to be used but rice used for Idli&Dosa will not be considered for price escalation calculation.	Rs 53.00 (AP) Rs 54.00 (BA) Rs 58.50 (CHU)
02	Tur Dal	Shivalinga Brand to be used.	Rs 102.50
03	Oil	Sun Safal Oil from Karnataka Oil Federation	Rs 96.00
04	Bengal Gram	Superior Quality	Rs 64.00
05	Black Gram	Superior Quality	Rs 114.00
06	Sugar	Superior Quality	Rs 40.00
07	Potato	Superior Quality	
08	Onion	Superior Quality	
09	Curd	Nandini Curd (500 ml)	Rs 40.00
10	Wheat / Atta	Annapurna / Pilsbury(PB)/ Ashirwad Atta(ASW) to be used.	Rs 39.00
11	Milk	K M F –PASTURISED – RED PACKET ONLY (1 ltr) for Milk, Tea and Coffee usage.	Rs 43.00



**Note : 1. Quality of the above items shall be acceptable by Canteen Managing Committee Members.**

**2. In case of non availability of the above branded and superior quality items, the Contractor has to supply the items as suggested by the Canteen Managing Committee from time to time.**

**7. Commercial bid evaluation criteria :**

Commercial bids will be evaluated based on total value arrived considering the quoted rate and the average consumption of each category of item listed in Annexure C for previous six months.

i) The Base price for calculation will be with reference to the prices of the above mentioned commodities as mentioned in the above table.

ii) The Contractor has to produce the purchase bills on daily basis for the above items to the Canteen-in-charge, which will be compared with the prices as indicated in Para (i) above and escalation/de-escalation calculated accordingly. Monthly Average Price of above purchased bill will be considered for the purpose of calculation of escalation/de-escalation.

**The escalation / De-escalation** will be admitted only when the average purchase price of the said commodities as per Annexure A / items for the respective quarter ( Lower of average of all purchase bills of the contractor relating to respective quarter and is beyond  $\pm 5\%$  (Price increase/decrease up to 5% has to be borne by the Contractor), for which the contractor has to produce invoice for the first purchases of every month. In case the value of above referred 11 commodities comes down by more than 5%, the benefit shall be transferred to BEML account.

iii) The calculation for price escalation/de-escalation will be based on additional expenditure on procurement of the identified commodities (beyond 5%) with reference to the quantity received as maintained in the daily receipt register.

iv) Tenderer while quoting shall consider minimum qty of ingredients to be used per unit (like per meal, per cup of tea etc;) and should use only branded items as specified in Annexure-A. If contractor fails to bring the specified brand, price for such commodity will be considered at least price or as the case may be.

**vi) Penalty Clause :-**

Contractor has to maintain Inventory Register for the 11 items as per Annexure A. The Penalty will be calculated based on short consumption of these each 11 items.

The consumption of material for food prepared/served in a quarter/month will be verified with reference to the register maintained for stock received/issued for eleven items listed in annexure-A. The consumption will be calculated based on standard consumption of 11 varieties of items indicated in Annexure B, against the total number of Plates / Items for Breakfast, Snacks, Lunch and Dinner, for a specific period (quarter/month). The above consumption of material should approximately match (within  $\pm 10\%$ ) with the items received/issued recorded in the register for the corresponding period (quarter/month).

1. The total monthly consumption will be calculated based on standard consumption per unit of each 11 items indicated in Annexure B against the total number of attendance / coupons collected for breakfast, lunch, dinner and snacks etc for the respective month.

2. The Consumption of each of the 11 items approximately match  $\pm 10\%$  with the items received / issued recorded in the register for the month.

3. Less than or equal to 10% Short Consumption of 11 items are allowed and more than 10% will attract Penalty as under :

A) Penalty for First Month of the Quarter :

- At the end of the 1<sup>st</sup> month of respective quarter:
  - a)  $\leq 10\%$  of short consumption NO PENALTY;
  - b)  $>10\%$  of short consumption, the penalty will be levied on **difference** at the rate of higher monthly average purchase price of all the 11 items;

**Example:**

The short Consumption is	:	12 %
<b>Less</b> : Allowed Short consumption	:	10 %
Difference is	:	02%
Penalty	:	02% x higher monthly average Purchase price of 11 items In particular quarter

B) Penalty for Second Month of the Quarter : Will be calculated as per above example.

C) Penalty for Third Month of the Quarter : Will be calculated as per above example.

And

- At the end of the respective quarter:
  - a)  $\leq 10\%$  of short consumption of respective quarter NO PENALTY;
  - b)  $>10\%$  of short consumption of respective quarter ,the penalty will be calculated on the basis of total difference between standard consumption and actual consumption for all the three (03) months and same will be levied at the rate of higher monthly average purchase price of all the 11 items in respective quarter.

vii) Tenderer while quoting shall also refer Annexure-C for understanding the approximate quantity of each items like Breakfast , Lunch/Dinner, Snacks and Coffee/Tea/Milk to be served per month.

**ACCIDENT / INJURY:**

In the event of any accident/injury, disablement, the Contractor shall arrange to pay the requisite compensation legally payable to the concerned employee/dependents and also indemnify BEML incase of any claims arising there of later. Required safety aids and equipments are to be provided to the workers while at work.

For this purpose the contractor shall take an Insurance policy to cover the risk for the period of contract - **Employer's Liability Insurance Policy**

**FORCE MAJEURE CLAUSE:**

**Notwithstanding anything contained in the Contract, neither the Supplier nor the Purchaser shall be held responsible for total or partial non-execution of any of the contractual obligations, should the obligation become unreasonably onerous or impossible due to occurrence of a 'Force Majeure' conditions which directly affect the obligations to be performed by the Purchaser or the Supplier. Such events include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotions, insurgency, sabotage, acts of public enemy, fires, explosion, epidemics, quarantine restrictions, floods, earthquake, or acts of God, restrictions by Govt. authorities over which the Supplier or the acts on which the Purchaser has no control.**

**The party claiming to be affected by Force Majeure shall notify the other party in writing without delay, within two weeks on the intervention and on the cessation of such circumstance. Extension of time sought by the Supplier along with supporting evidence and so granted by the Purchaser for the supply/ work affected, if any, shall not be construed as waiver in respect of remaining deliveries.**

**Notwithstanding above provisions, Purchaser shall reserve the right to cancel the order/ Contract, wholly or partly, in order to meet the overall delivery schedule and make alternative arrangements including arrangements with third party for completion of deliveries and other schedules. Purchaser may takeover partly processed material at a mutually agreed price.**

**Standard consumption Per unit**

Name of the Ingredient	USAGE PER UNIT					
	Per Meal in kgs	per unit breakfast in kgs	Per cup of Coffee in ltr	Per cup of Tea in ltr	Per cup of milk in ltr	per 1 no of Snack in kgs
Rice	0.1168	0.0263				
Turdhal	0.0174	0.0135				
Bengal Gram	Meal 0.0011 Meal + chutney 0.0119	0.0015				0.025
Black Gram	0.0011	Rice item 0.0015 Idly/Vada 0.0376 Dosa 0.0150				0.0187
Potato	0.0217	0.0187				0.045
Onion	0.0353	0.0225				0.025
Wheat/Atta	0.0204	0.019				
Sugar		0.0135	0.01	0.01	0.01	
Oil	0.0188	Rice item 0.0187 Idly/Vada 0.0263 Rava idly 0.0075 Poori 0.0564				0.0287
Curd	0.1					
Milk			0.08	0.08	0.1	

**COMMERCIAL BID**

**ANNEXURE C**

No.	DESCRIPTION			AVERAGE NO. OF PLATES CONSUMPTION FOR 24 MONTHS (APPROXIMATE)
1	<b>BREAK FAST CONSISTING OF THE FOLLOWING ITEMS PER PLATE PLUS 100 ML COFFEE (OR) TEA (OR) MILK</b>			<b>8,25,000 PLATES</b>
<b>DAY WISE BREAKUP OF BREAK FAST ITEMS</b>				
	DAY	NAME OF ITEM	NO OF QTY / GRAMS / ML	
	MONDAY	(A) KARA PONGAL WITH CHUTNEY (+) (B) SWEET PONGAL (+) (C ) COFFEE OR TEA OR MILK	(A) 02 CUPS - 135GRAMS EACH (+) (B) 01 CUP - 60 GRAMS (+) (C ) 01 CUP OF COFFEE (OR) TEA (OR) MILK OF 100 ML	
	TUESDAY	<b>(A) ANY ONE OF THE RICE ITEMS LIKE :</b> (Once in 15 days ) (i) CHITRANNA (LEMON / ONION / MANGO ) WITH CHUTNEY; (ii) VANGHI BATH WITH PACHIDI / CHUTNEY (iii) TOMATO BATH WITH CHUTNEY; (iv) COCONUT RICE BATH WITH CHUTNEY; (v) AVALAKKI UPMA WITH CHUTNEY; (vi) UPMA WITH CHUTNEY; (vii) CAPSICUM BATH WITH CHUTNEY; (viii) VEG PULAV WITH PACHIDI / CHUTNEY <b>(OR)</b> <b>(B) DOSA (ONCE IN 15 DAYS) (+)</b> <b>(C ) COFFEE OR TEA OR MILK</b>	(A) 02 CUPS OF ANY RICE ITEMS 135 GRAMS EACH CUP <b>(OR )</b> (B) 03 NOS OF DOSA 60 GRAMS EACH (+) (C ) 01 CUP OF COFFEE (OR) TEA (OR) MILK OF 100 ML	
	WEDNESDAY	(A) IDLY (+) (B) VADA (+) ( A+B=Total 04 nos.) (C ) COFFEE (OR) TEA (OR) MILK <b>NOTE : SAMBAR TO BE SERVED WITH ABOVE (A+B) ITEMS</b>	(A&B ) 40 GRAMS EACH (3 idly + 1 vada) or (2 idly + 2 vada ) (C ) 01 CUP COFFEE (OR) TEA (OR) MILK OF 100 ML	

	THURSDAY	(A) KARA BATH WITH CHUTNEY (+) (B) KESARI BATH (+) (C ) COFFEE OR TEA OR MILK	(A) 02 CUPS –135 GRAMS EACH (+) (B) 01 CUP - 60 GRAMS (+) (C ) 01 CUP COFFEE (OR) TEA (OR) MILK OF 100 ML
	FRIDAY	(A) POORI WITH SAGU/PALYA (OR) POTATO & ONION (+) (B) COFFEE (OR) TEA (OR) MILK	(A) 03 NOS - 40 GRAMS EACH (+) (B) 01 CUP COFFEE (OR) TEA (OR) MILK OF 100 ML
	SATURDAY	(A) RAVA IDLY WITH KURMA / CHUTNEY TO BE SERVED (ONCE IN 15 DAYS) (OR) (B) ANY RICE ITEMS LIKE : (i) CHITRANNA (LEMON / ONION / MANGO ) WITH CHUTNEY; (ii) VANGHI BATH WITH PACHIDI / CHUTNEY (iii) TOMATO BATH WITH CHUTNEY; (iv) COCONUT RICE BATH WITH CHUTNEY; (v) AVALAKKI UPMA WITH CHUTNEY; (vi) UPMA WITH CHUTNEY; (vii) CAPSCIUM BATH WITH CHUTNEY; (viii) VEG PULAV WITH PACHIDI (AND) (C ) COFFEE (OR) TEA (OR) MILK	(A) 03 NOS (RAVA IDLY) - 50 GRAMS EACH (OR) (B) 02 NOS. CUPS FOR RICE ITEMS - 150 GRAMS EACH CUP (+) (C ) 01 CUP COFFEE (OR) TEA (OR) MILK OF 100 ML
	SUNDAY	(A) ANY RICE ITEMS LIKE : (i) CHITRANNA (LEMON / ONION / MANGO ) WITH CHUTNEY; (ii) VANGHI BATH WITH PACHIDI / CHUTNEY (iii) TOMATO BATH WITH CHUTNEY; (iv) COCONUT RICE BATH WITH CHUTNEY; (v) AVALAKKI UPMA WITH CHUTNEY; (vi) UPMA WITH CHUTNEY; (vii) CAPSCIUM BATH WITH CHUTNEY; (viii) VEG PULAV WITH PACHIDI AND (B) COFFEE (OR) TEA (OR) MILK	(A) 02 NO CUPS - 150 GRAMS EACH (+) (B) 01 CUP COFFEE (OR) TEA (OR) MILK OF 100 ML

**COMMERCIAL BID**

No.	DESCRIPTION	AVERAGE CONSUMPTION FOR 24 MONTHS (APPROXIMATE)
2	<p align="center"><b>LUNCH / DINNER CONSISTING OF THE FOLLOWING ITEMS PER PLATE PER WEEK DAYS</b></p> <p align="center"><b>CATEGORY - A</b></p>	<p align="center"><b>12,00,000 PLATES</b></p>
<b>MONDAY / THURSDAY / SATURDAY</b>		
<b>ITEM NAME</b>		<b>QTY PER PLATE</b>
WHITE RICE		350 GRAMS
CHAPATHI – 02 NO		50 GRAMS EACH
SAMBAR		150 ML
RASAM/PEPPER RASAM		125 ML
VEG.CURRY (DRY)		100 GRAMS/ML
CURD		100 ML
PLANTAIN- YALAKKI		01 NO
VEG SALAD		100 GRAMS
PICKLE/CHUTNEY / TABLE SALT		
<b>TUESDAY AND FRIDAY</b>		
WHITE RICE		350 GRAMS
RAGI BALL (02 Nos.)		100 GRAMS
SAMBAR		150 ML
RASAM/PEPPER RASAM		125 ML
VEG.CURRY (DRY OR WET)		100 GRAMS/ML
CURD		100 ML
PAPAD		01 NO
PLANTAIN- YALAKKI		01 NO
PICKLE/CHUTNEY / TABLE SALT		
<b>SPECIAL ON WEDNESDAY</b>		
<b>ITEM NAME</b>		<b>QTY PER PLATE</b>
BISIBELE BHATH (+) POTATO CHIPS or KHARA BOONDI		250 GRAMS (+) 20 GRAMS
(+ ) KOSAMBARI		(+ ) 70 GRAMS
<b>(OR)</b>		
VEG PULAV (+) CURDS PACHIDI / CHUTNEY		250 GRAMS + 100 GRAMS
<b>(OR)</b>		
VANGI BHATH (+) CURDS PACHIDI		250 GRAMS + 100 GRAMS
<b>(OR)</b>		
PULIYOGARE (+) KURMA / CHUTNEY		250 GRAMS + 100 GRAMS
<b>(OR)</b>		
GHEE RICE (+) KURMA		250 GRAMS + 100 GRAMS

	BG DAL PAYSAM - 100 ML/ SWEET BOONDI - 50 GRAMS	100 ML / 50 GRAMS	
	(ALTERNATE WEEK)		
	WHITE RICE	200 GRAMS	
	PEPPER RASAM	150 ML	
	CURD	100 ML	
	PLANTAIN- YALAKKI	01 NO.	
	PAPAD	01 NO	
	PICKLE/CHUTNEY / TABLE SALT		
	<b>SUNDAY</b>		
	<b>ITEM NAME</b>	<b>QTY PER PLATE</b>	
	WHITE RICE	450 GRAMS	
	SAMBAR	175 ML	
	RASAM/PEPPER RASAM	150 ML	
	VEG.CURRY (DRY OR WET)	90 GRAMS/ML	
	CURD	100 ML	
	PLANTAIN- YALAKKI	01 NO	
	PAPAD or VEG. SALAD	01 NO. / 100 GRAMS	
	PICKLE/CHUTNEY / TABLE SALT		
<b>NOTE : ON ANY SPECIAL OCCASION, AS PER THE APPROVAL OF THE MANAGEMENT, SPECIAL LUNCH/DINNER MAY BE PROVIDED IN ADDITION TO THE REGULAR SPECIAL LUNCH ON WEDNESDAY, AS PER THE FINALISED RATE PER PLATE DURING THE CONTRACT PERIOD.</b>			



**COMMERCIAL BID**

SLNO	DESCRIPTION	AVERAGE CONSUMPTION FOR 24 MONTHS (APPROXIMATE)
<b>3</b>	<b>SNACKS ( AFTER NOON )</b>	<b>6,00,000 NOS</b>
	<b>SNACKS CONSISTING OF THE FOLLOWING ITEMS</b>	
1	UDDINA VADA	01 NO. 30 GRAMS
2	BONDA (POTATO / MIX VEG)	01 NO. 40 GRAMS
3	MADDUR VADA / MASALA VADA / MIXTURE	01 NO. 35 GRAMS
4	RAW BANANA BAJJI (OR) MANGALORE BAJJI (OR) ALU BAJJI (OR) SANTHE BONDA BAJJI (OR) MIRCHI BAJJI	02 NO. 15 GRAMS EACH
5	PAKODA	02 NO 15 GRAMS EACH
6	CHAKKULI & KODUBALE - 01 SET ( 02 NO. & 01 NO)	01 SET
7	BISCUIT (BRITANIA / SUNFEAST / UNIBIC)	01 PKT 40 RAMS
	<p><b>NOTE :</b></p> <p>(i) ANY ONE OF THE ABOVE SNACKS TO BE SERVED PER DAY IN A WEEK. APPROXIMATE QUANTITY : <b>900</b> Nos PER DAY.</p> <p>(ii) THE OVERTIME ONE NUMBER TIFFIN PACKET OF RICE ITEMS PROVIDED ON DAILY BASIS WILL BE CHARGED ON PAR WITH ONE NO. SNACKS RATE PER PACKET (WHICHEVER THE RATE IS LOWEST OF SL.NO. 1,2,3,4,5,6 AND 7.)</p> <p>(iii) ANY BAKERY ITEMS AS PER THE REQUEST OF USER DEPARTMENT SHALL HAVE TO BE SUPPLIED BY THE CONTRACTOR &amp; PAYMENT WILL BE RELEASED ON MRP RATES SUBJECT TO PRODUCTION OF BILLS AND <b>NO SERVICE CHARGES WILL BE PAID</b> FOR SUPPLYING THE BAKERY ITEMS.</p>	

<b>No.</b>	<b>DESCRIPTION</b>	<b>AVERAGE CONSUMPTION FOR 24 MONTHS (APPROXIMATE)</b>
<b>4</b>	<b>COFFEE / TEA / MILK - EACH 100 ML</b>	<b>15,00,000 CUPS</b>

**COMMERCIAL BID**

---

5	CATEGORY OF LUNCH	AVERAGE QTY OF CONSUMPTION FOR 24 MONTHS
(II)	<b>CATEGORY "B" (CONSISTING OF FOLLOWING ITEMS)</b>	<b>10,000 PLATES</b>
1	CHAPATHI - 50 GRAMS EACH	2 NO
2	YELLOW DAL	100 ML
3	DRY OR WET CURRY / PALYA	100 GRAMS
4	WHITE RICE	200 GRAMS
5	SAMBAR AND RASAM	150 ML EACH
6	VEG FRIED RICE / BISEBILE BATH / VANGI BATH / VEG PULAV / PULIGORE /GHEE RICE / VEG BIRIYANI	150 GRAMS
7	CURD RICE	150 GRAMS
8	GREEN VEG SALAD	150 GRAMS
9	VEG SOUP	100 ML
10	SNACKS	2 NOS
11	BANANA – YALAKKI	01 NO
12	PAPAD	01 NO
13	PICKLE / SALT	
<p><b>NOTE :The Cat "B" lunch will be provided to GM &amp; above, Customers' representatives as per the user department's request with prior approval, Other occasions like BEMEA / BEMOG / SC&amp; ST Co-ordination Meeting / Ladies Club Functions / Woman's Day Celebration, etc., as per the advise of Canteen-Incharge</b></p>		

No.	DESCRIPTION		
7	<b>CATEGORY "C" SPECIAL LUNCH FOR VIP / VVIPs AND OTHER DIGNATORIES - 2,500 PLATES FOR 24 MONTHS</b>		Numbers
	(1) VEG SOUP	100 ML	2500
	(2) DRY CHAPATHI / VEG SANDWITCHES	02 NOS EACH (50 grams each)	5000
	(3) YELLOW DAL / DRY OR WET CURRY / PALYA	100 ML / 100 GRAMS	5000
	(4) BISEBILE BATH / VANGI BATH / VEG PULAV / PULIGORE /GHEE RICE / VEG BIRIYANI	250 GRAMS	2500
	(5) PLAIN RICE	200 GRAMS	2500
	(6) PEPPER RASAM	150 ML	2500
	(7) CURD RICE	150 GRAMS	2500
	(8) CURD VADA (Minimum 40 grams)	01 NO	2500
	(9) NOODLES / VEG FRIED RICE	150 GRAMS	2500
	(10) BOILDE VEGETABLES	100 GRAMS	2500
	(11) FINGER CHIPS	120 GRAMS	2500
	(12) CUT FRUITS / FRUIT SALAD	150 GRAMS	2500
	(13) ICE CREAM	50 ML	2500
	(14) BANANA ( NANJANGUD RASABALE)	01 NO	2500
	(15) SNACKS	02 NOS	5000
	(16) SWEET / BENGALI SWEET (DRY- OR WET)	01 NO	3000
	(17) BISLERI MINERAL WATER ( ½ ltr bottle)	01 NO	2500
	(18) GREEN VEG SALAD	150 GRAMS	2500

**NOTE :**

- (1) THE ABOVE MENTIONED QUANTITIES FOR CATEGORY "C" LUNCH ARE APPROXIMATE AND WILL BE UTILISED AS A WHOLE OR COMBINATION OF SELECTED ITEMS FOR PR MEETING AND FOR FOREIGN DELEGATES AND ALSO FOR OTHER OCCASIONS WITH PRIOR APPROVAL OF MANAGEMENT.
- (2) PAYMENT WILL BE MADE FOR SUPPLY OF SWEETS AT SL.NO. 16 SUBJECT TO PRODUCTION OF INVOICE FOR ACTUAL REQUIREMENT FROM REPUTED SUPPLIERS LIKE, M/S MAHALAKSHMI SWEETS, M/S SRI VAISHNAVI & M/S BOMBAY TIFFANYS.

8	DESCRIPTION		AVERAGE QTY OF CONSUMPTION FOR 24 MONTHS
	BREAD TOAST -01 SET ( 02 SLICES ) / KHARA BUN-01 NO / SWEET BUN - 01 NO.	01 SET / 01 NO 50 GRAMS EACH	<b>1,50,000</b> Nos

**NOTE : THE CONTRACTOR HAS TO SUPPLY THE BREAD TOAST/KHARA BUN/SWEET BUN FROM THE FIRM WHO POSSESS THE CERTIFICATES ISSUED BY THE FOOD & CIVIL SUPPLIES DEPARTMENT**

## **NIT Acceptance letter**

To:  
Dy. General Manager- Materials  
BEML Limited,  
Mysore complex,  
Mysore : 570 018

Sub: Acceptance of all NIT conditions.

Ref: Bid No: **6300032677**

**Food catering in Canteen at BEML LIMITED, Mysore complex for in-house preparation and supply of Breakfast / Lunch / Dinner /snacks/coffee/Tea**

We hereby declare that we have gone through the complete Tender documents and Corrigendum (if any uploaded) published in BEML website / SRM PLATFORM WITH "Bid No **6300032677 Food catering in Canteen at BEML LIMITED, Mysore complex for in-house preparation and supply of Breakfast / Lunch / Dinner /snacks/coffee/Tea.**

We agree to abide by all Terms and conditions indicated in the Tender documents and Corrigendum (if any uploaded).

### **Contractors**

Signature  
Name  
Seal

### **Note:**

The above letter along with technical Bid and corresponding supporting documents required as per mandatory qualification criteria to be scanned and uploaded in the technical bid section on SRM platform .

**Annexure A**

*(To be executed on plain paper and applicable for all tenders of value ≥ Rs 1 Crores)*

**INTEGRITY PACT**

**Between**

**BEML Limited (BEML) hereinafter referred to as “The Principal”  
and**

**.....hereinafter referred to as “The  
Bidder/Contractor”**

**Preamble**

The Principal intends to award, under laid down organizational procedures, contract/s for **Food catering in Canteen at BEML LIMITED, Mysore complex for in-house preparation and supply of Breakfast / Lunch / Dinner /snacks/coffee/Tea.** The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint an independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**Section 1 – Commitments of the Principal**

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - c. The Principal will exclude from the process all known prejudiced persons.
- (2) If the principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or it there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

**Sign & Seal of Bidder/Contractor**

## **Section 2 – Commitment of the Bidder(s)/ contractor(s)**

The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further, the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or documents provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d. The Bidder(s)/ Contractor(s) of foreign origin shall disclose the name and address of the Agents/ Representatives in India, if any. Similarly, the Bidder(s)/ Contractor(s) of Indian Nationality shall furnish the name and address of the foreign Principals, if any. Further, as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at **Enclosure**.
  - e. The Bidder(s) / Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

## **Section 3 – Disqualification from tender process and exclusion from future contracts**

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or any other form such as to put his reliability or creditability in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings".

## **Section 4 – Compensation for Damages**

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

**Sign & Seal of Bidder/Contractor**

### **Section 5 – Previous Transgression**

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti corruption approach or with any other Public Sector Enterprises in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

### **Section 6 – Equal treatment of all Bidders /Contractors /Sub-contractors**

- (1) The Bidder(s)/ Contractor(s) undertaker(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreement with identical conditions as this one with all Bidders, Contractors and subcontractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

### **Section 7 – Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or of the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer

### **Section 8 – Independent External Monitor / Monitors**

- (1) The Principal appoints competent and credible **Independent External Monitor** for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/Contractors as confidential. He reports to the CMD, BEML.
- (3) The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Subcontractor(s) with confidentiality.

The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

- (4) # For details of Independent External Monitor please visit our website [www.bemlindia.com](http://www.bemlindia.com) under the Tab “Purchase” – Integrity Pact

**Sign & Seal of Bidder/Contractor**



- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the CMD, BEML, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise submit proposals for correcting problematic situations.
- (7) If the Monitor has reported to the CMD, BEML, a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD, BEML has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (8) The word '**Monitor**' would include both singular and plural.

### **Section 9 – Pact Duration**

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by CMD of BEML.

### **Section 10 – Other provisions**

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Corporate Office of the Principal, i.e. Bangalore.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the reminder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the integrity pact will prevail.

**Sign & Seal of Bidder/Contractor**

**(For & On behalf of the Principal)**

**(For & On behalf of Bidder/Contractor)**

Signature

Signature

Name -----

Name -----

(Office Seal)

(Office Seal)

Place-----

Place-----

Date -----

Date -----

***Witness 1:***

***Witness 1 :***

Signature

Signature

*Name & Address* -----

*Name & Address* -----

-----

-----

-----

-----

***Witness 2:***

***Witness 2:***

Signature

Signature

*Name & Address*-----

*Name & Address* -----

-----

-----

-----

-----