

**Government of India
Department of Atomic Energy
Bhabha Atomic Research Centre
Nuclear Recycle Board
General Services Organization**

NOTICE INVITING TENDER

NIT NO: BARC (T)/NRB/INRP(O)/FF/Maint./Gen/7/2023/91

Date: 16/10/2023

1. Sealed item rate tenders are hereby invited through Offline Mode on behalf of the President of India by Director GSO(T), Nuclear Recycle Board, Bhabha Atomic Research Centre, Tarapur for the following work from eligible bidders on approved list of CPWD, MES Railways, State PWDs Public Sector Undertakings of Central or State Governments/ Central Autonomous bodies or those having adequate experience and capabilities to execute similar works of such magnitude.
 - i. Name of Work : **Running of Canteen at NRB, BARC Plant site, Tarapur**
 - ii. Location of Work : BARC Tarapur Complex, PO: Ghivali, Distt. Palghar
 - iii. Earnest Money Deposit (EMD) : Rs.20,000/- (Rupees Twenty Thousand only)
 - iv. Cost of Tender Document : Rs 500/-
 - v. Period of completion : 12 Calendar Months
 - vi. Submission of Application for Purchase of Tender : From 19/10/2023 to 26/10/2023 (10:00Hrs to16:00Hrs)
 - vii. Tender Sale Period : From 19/10/2023 to 26/10/2023 (10:00Hrs to16:00Hrs)
 - viii. Place, Date and Time for Pre-bid Meeting : 31/10/2023 at 11:00Hrs
At Accounts Conference Room, GSO, BARC, Tarapur.
 - ix. Due Date & Time for Submission of Tender : 03/11/2023 2023 at 15:00Hrs
 - x. Date & Time for Opening of Sealed Tenders : 03/11/2023 2023 at 15:15Hrs
 - xi. Place for Tender Submission : Tender box kept at GSO Gate of BARC Tarapur
 - xii. Place for Tender Opening : Accounts Conference Room, GSO, BARC, Tarapur
2. Tender documents shall be issued only in person and shall not be issued by post or courier. A complete set of Tender documents will be issued against written request (as per format given in Annexure-B of this NIT) by authorized signatory on bidder's letterhead and submitted alongwith all required documents as indicated in Pt. 8 of this NIT to Supdtt. Maint., FF, INRP(O), NRB, BARC, Tarapur.
3. Prospective bidder or his authorized representative shall bring photo identification like Passport, Aadhaar Card, Voter's Identity Card, Driving License, PAN card etc. for entry into BARC premises to purchase tender documents, attend pre-bid meeting, submit the tender, and attend tender opening. The prospective bidder shall have to email (to purohitp@barc.gov.in) a scanned copy of any one of the above identification documents and carry the same in original with two photocopies while visiting NRB, BARC, Tarapur.
4. Prior confirmation on phone (Phone numbers: 02525-290349, 290319, 244165, 294832) shall have to be taken by the bidder so as to arrange entry to NRB, BARC, Tarapur.
5. Tender documents can be obtained on working days from the office of Superintendent Maintenance, FF-INRP(O), NRB, BARC Tarapur complex, At Post-Ghivali, Tal-Palghar, Dist-Palghar, Maharashtra. Tender cost shall be paid in cash at Cash Counter, Accounts Section, GSO(T), NRB, BARC Tarapur. Tender cost is non- refundable.

6. Earnest Money Deposit in the form of Account Payee Demand Draft drawn in favour of Pay and Accounts Officer, PREFRE, BARC, Tarapur payable at Boisar, Maharashtra on any nationalized bank/scheduled bank shall be submitted with tender in separate sealed cover. Tenders received without EMD will be summarily rejected. Cash and Cheque for Earnest Money deposit will not be accepted.
7. Performance Guarantee of Rs. 2,00,000/- must be submitted by the successful bidder (hereinfter referred to as contractor) in the form of Account Payee Demand Draft drawn in favour of Pay and Accounts Officer, PREFRE, BARC, Tarapur payable at Boisar, Maharashtra on any nationalized bank/scheduled bank within 15days from the date of issue of work-order or before commencement of work whichever is earlier. Period for submission of performance guarantee can be further extended at the written request of the contractor for maximum 15 days with late fee @0.1% per day. If the contractor fails to furnish the prescribed Performance Guarantee within the prescribed period, the Government shall without prejudice to any right or remedy, be at liberty to forfeit the Earnest Money absolutely. Performance Guarantee should remain valid for a period of 60 days beyond the date of completion of all contractual obligations. EMD will be refunded to the successful bidder on receipt of Performance Guarantee.
8. Eligibility criteria for issue of tender documents:
The bidder must submit the following for issue of tender documents:
 - i. Bidder should be a registered contractor/company in India. Joint ventures and/or Consortiums are not acceptable.
 - ii. Documentary proofs of executing similar work for at least three years. For the purpose of this clause, 'Similar Work' means **"Running/Providing Canteen Services"**. The similar work/s should be work/s executed in India. The value of joint venture work is not acceptable. Copy of work orders along with their performance certificates issued by respective clients of the bidder must be submitted for this purpose. Works carried out under joint venture or sub-contract will not be considered.
 - iii. Valid license issued by FSSAI for food catering services.
 - iv. Valid certificate of registration as per ISO22000(Food Safety Management System) issued by authorized agency.
 - v. Diploma/Certificate in Hotel or catering management obtained by the bidder (in case he/she will be personally supervising the work on site)/any employee of bidder proposed to be deployed to carry out the tendered work.
 - vi. Certified copy of Income Tax assessment/clearance pertaining to last three financial years.
 - vii. Certificate of registration with EPFO and ESIC, if applicable
 - viii. Copy of PAN card
 - ix. Copy of GST registration certificate
 - x. Declaration (as per format given in Annexure-D)on bidder's letterhead that he/she has not been debarred from tendering by any Govt. Department /Public Sector Enterprise in last 7 years. In case the bidder is debarred, they should declare the details of debarment and submit copy of the order of debarment. The competent authority will decide on qualification of the bidder based on the merits of the case.
 - xi. Declaration (as per format given in Annexure-E)on bidder's letterhead regarding acceptance to tender conditions. The bidder shall submit all the above documents in a single file and the documents shall be arranged in an order with index as given in Annexure-C. The file shall be accompanied by a request letter (as per format given in Annexure-B)by the contractor for request of purchase of tender stating the name of his authorized representative to whom the tender document shall be issued.After examining these documents, blank tender documents shall be issued only to those firms prima-facie found competent to carry out the tendered job. Sale of Tender/Opening of Tender does not imply acceptance/approval.

Note:

Even though a bidder may satisfy the above requirements, he/she would be liable to disqualification if he/she has

- a. **made misleading or false representation or deliberately suppressed the information in the forms, statements, and enclosures required in the eligibility criteria document**

- b. have a record of poor performance such as not maintaining the required quality OR abandoning work OR not properly completing the contract.
- c. bidder has involved in any malpractices or fraudulent activities with the purpose of getting an unfair advantage.
- d. If any adverse input received against bidder from DAE Security.

9. Evaluation of Financial Bids:

The financial bids will be evaluated based upon a 'Rate Factor (Rf)' which will be calculated as follows:

$$Rf = (0.3 \times \text{Average rate of Snacks items}) + (0.7 \times \text{Average rate of Lunch items})$$

The bidder offering lowest 'Rate Factor(Rf)' will be awarded the contract for running the canteen.

- 10. The tender form is non-transferable. All rates shall be quoted on the proper form of the tender alone.
- 11. The bidder is required to quote the rate of food items, inclusive of all applicable taxes and duties, as per the list of items enclosed. The rates must be written in figures as well as in words. Erasing and over-writing in the rates quoted will make the tender void. All alteration in the rates should be signed in ink otherwise the quotation/tender will not be considered.
- 12. Insertion, post-script, addition and alteration shall not be recognized unless confirmed by bidder's signature with office stamp.
- 13. Special care should be taken to write the rate in figures as well as in words and the amounts in figures only, in such a way that interpretation is possible. The Total Amount should be written both in figures and in words.
- 14. Tenders with any condition including conditional rebate shall be rejected. However, tenders with unconditional rebate will be accepted.
- 15. The bid shall be submitted in two envelopes, each super-scribed with NIT Number, name of work, Name of Bidder, and labelled individually as follows:
 Envelop-A – EMD in the specified format.
 Envelop-B – Tender document
 Above two envelopes shall be placed together in another sealed envelope, super-scribed with NIT Number, name of work, and Name of Bidder. The tender shall be deposited in the in the Tender Box kept at GSO gate, NRB, BARC, Tarapur. The envelope marked 'Envelop-B' will be opened only if the EMD placed in 'Envelop-A' is found in order.
- 16. The tenders will be opened at Accounts conference room, GSO, NRB, BARC, Tarapur on the specified date & time. If desired, the contractor or his authorized representative can be present at the time of opening of tenders.
- 17. If the date for submission of tender and opening of tender happens to be a declared holiday at a later date, the same will be postponed to the next working day.
- 18. It will be obligatory on the part of the bidder to sign the tender document for all the component parts.
- 19. It will be obligatory on all bidders to return the tender documents along with drawings at the time of opening the tender whether they are making the bid or not. Making of photocopies of the tender documents and drawings is prohibited.
- 20. BARC reserves the right to reject any or all tenders or to allot parts of the work to different agencies without assigning any reasons whatsoever.
- 21. The successful bidder will have to enter into an agreement with BARC before commencement of work.
- 22. This Notice Inviting Tender shall form part of the contract document.

Encl:

- A. Scope of work and specifications
- B. Format of request letter for purchase of tender
- C. Format of Index for submission of documents pertaining to eligibility criteria
- D. Declaration regarding non-debarment of bidder
- E. Declaration regarding acceptance of tender conditions



**Director
GSO, NRB,
BARC, Tarapur**

(For & on behalf of The President of India)

SCOPE OF WORK AND SPECIFICATIONS
for
RUNNING OF CANTEEN AT NRB, BARC PLANT SITE, TARAPUR

1. The Canteen at BARC Plant Site, Tarapur caters to the needs of employees working round-the-clock and also official functions at the site. There are also 3 nos. tea pantries in different locations at plant site for providing tea and snacks to the employees working there. The contractor is required to provide sufficient raw materials and manpower to operate the canteen as well as the tea pantries.
2. The said Canteen is the absolute property of BARC who will grant permission to the contractor for running and maintaining it. The contractor shall be responsible for overall management of the contract and performance, reliability and discipline of his staff and for execution of the work of Canteen.
3. The contractor shall not sublet either in whole or in part or use the said Canteen or other than for the purpose of executing the tendered work, nor shall make or permit to make any structural additions/alterations to the same without obtaining prior permission in writing from the Director, GSO, NRB, BARC
4. The said Canteen shall not be used for residential purposes. BARC will not provide the space for residence to the Contractor or the Contractor's staff.
5. The contractor will have to prepare and supply breakfast/lunch/dinner in the canteen/tea pantry premises as per requirement and schedule drawn by BARC for this purpose. The contractor must engage sufficient bearers to serve the food items in canteen as well as various meeting rooms during official meetings.
6. The following data is provided here for reference of all prospective bidders regarding the average sale of food items in the canteen:

i.	Breakfast	200 plates/day
ii.	Lunch + Dinner (Ordinary) (Veg. and Non-Veg.)	150 plates/day
iii.	Tea	450 cups/day

7. In addition to the above, buttermilk, sweets, juices, other veg/non-veg food items etc. are to be sold in the canteen at reasonable rates approved by BARC. The contractor will have to also sell packaged food items such as biscuits, cold drinks, ice-creams, wafers etc. in the canteen but their selling price should not be more than their respective MRP rates.
8. The approved prices of the eatables should be prominently displayed at the counter/Notice Board in Canteen.
9. The contractor is required to provide, use and maintain a Billing Machine as well as Tea, Coffee, and Soup vending machines (min. 2 nos.) in the canteen.

Period of contract

10. The contract for running of canteen will be for 12 months.
11. The contract may be extended for further periods with mutual consent, taking into account the performance of the contractor.

Canteen Timings

12. The canteen will have to be operated from 7AM to 11PM daily including weekends and holidays. The contractor shall also make provision for Tea, Coffee and snacks in the Night Shift, if required, as per time schedule provided by BARC. Any default on the part of contractor in this regard, will make him liable for imposition of penalty under relevant provisions given in clause 64.

Menu

13. The contractor has to serve at least three items each for Breakfast and Afternoon Snacks. The contractor shall serve food items in the Canteen as per the Menu provided by BARC.

Any default by the contractor to make available the food items as per Menu, shall make him liable for imposition of penalty under relevant provisions given in clause 64.

Quality & Hygiene

14. The contractor will ensure that raw materials used for cooking are of very good quality and FSSAI/ISI/Agmark marked. The articles of foods and drinks sold or intended for sale in the Canteen shall be fresh and wholesome of their respective kind. The contractor shall be solely responsible for freshness and quality of the foods and beverages sold by him.
15. The Competent Authority shall on demand be supplied with samples of any articles of food or drinks sold or intended for sale, free of cost for inspection or / and for analysis. If on inspection or in the analysis it is proved, to the satisfaction of the Competent Authority, whose decision shall be final, that such articles are not of requisite standard, the contractor shall be liable to be required to pay to BARC a sum not exceeding Rs.500/- (Rupees five hundred only) as may be determined by the Competent Authority as liquidated damages against each time such articles or service rendered by the contractor is found to be not of requisite standard
16. BARC shall have the right:
 - i. To stop the sale of or to destroy stale/expired/inferior quality articles of food or drinks sold or exposed for the sale in the said Canteen.
 - ii. To stop the services rendered by the contractor in the said Canteen which is not of the requisite standard.

Any use of stale or inferior quality raw material/package food items shall make the contractor liable for imposition of penalty under relevant provisions given in clause 64.
17. The contractor must ensure proper sanitation/hygienic conditions in the Canteen premises at all times. The eatables must be served in neat and contractor utensils and the contractor's staff must be in proper uniform at all times and use hygienic gloves supplied by the contractor. Instances of non-wearing of uniform by on duty employees of the contractor, shall make him liable for imposition of penalty under relevant provisions given in clause 64.
18. A Canteen Management Committee will be appointed by BARC. Members of the said committee shall have access to the kitchen in the said Canteen or to any part of the said Canteen at any time.
19. The contractor shall allow the Competent Authority or members of Canteen Management Committee or any other official authorized by Competent Authority to enter the said Canteen in order to inspect and execute:
 - i. Any structural additions and alterations or repairs to the said canteen/tea pantry premises.
 - ii. Repairs to electric, water and sanitary installations and equipment which may be found necessary from time to time. The time and date for this purpose will be fixed with the mutual convenience of both the parties.

Preparation, Raw Material and Cooking

20. The contractor shall provide all raw materials like groceries, vegetables, edible oils, splices, milk, tea, coffee etc. required for preparation of food. The contractor shall be solely responsible for the quality and hygiene of the food, provided by him.
21. The lentils, rice should be handpicked and washed thoroughly before cooking.
22. The vegetables should be soaked in salted water to ensure that the traces of pesticides are removed and then it should be washed thoroughly.
23. The food preparation should be done under hygienic conditions.
24. The food should not have excessive oil, spices, chillies and salt.
25. The sweets etc., being provided should not be artificially coloured and should be free of silver foil.
26. Special care should be taken in the preparation of Chapaties/Poories. They should be prepared immediately prior to the lunchtime to ensure that it is hot.
27. Vanaspati Ghee/Dalda will not be allowed to be used for preparing food items. Only Refined Oil/Ghee shall be used for cooking. Use of refried/reheated oil will not be allowed.
28. The contractor shall not bring or cook or permit bringing or cooking in the Canteen of beef or bacon nor shall he skin or permit the skinning of the animals within the said premises.
29. In case of non-standard items procured, the food materials will not be allowed to be used. Such willful manipulation, shall make the contractor liable for imposition of penalty under relevant provisions given in clause 64.

Store

30. Storage of raw/cooked materials should be done in professional manner.
31. The storage area must be free of cobwebs, dust, used clothes etc.

Kitchen, Cleaning, and Waste Disposal

32. The Kitchen should be cleaned thoroughly (including the tiles, drainages and flooring) on daily basis.
33. The chopping boards, knives should be cleaned properly on daily basis.
34. The contractor will be responsible for thorough cleaning of the dining area utensils and the kitchen utensils with detergent/ dishwashing soap.
35. All the Cooks, Kitchen Staff should wash their hands while entering the Kitchen Area.
36. It is the responsibility of the contractor to maintain cleanliness in the kitchen and prepare food stuffs in hygienic manner. The contractor shall be solely responsible for any mishap/food poisoning or any other damage to the life / health of the employees / other consumers.
37. It shall be the responsibility of the contractor to employ adequate number of cleaners and including the bearing of expenditure on providing necessary detergents and other cleaning materials for keeping the kitchen/vessels etc., of the Canteen scrupulously contractor.
38. The contractor will be responsible for maintaining the Canteen premises and disposing the waste at the prescribed place. Any default shall make the contractor liable for imposition of penalty under relevant provisions given in clause 64.

Pest Control

39. Pest Control Services will be arranged by BARC, However, it will be the responsibility of the contractor to keep the kitchen, stores etc. clean and pest free. The contractor must co-operate with Pest Control Services for safety of food articles/items.

Items/Equipment

40. BARC shall provide furniture, refrigerator, water coolers, utensils, thalis, crockery and cutlery and other such items/equipment available with BARC. Such items/equipment shall remain the property of BARC.
41. Following items will be provided free of cost for usage in canteen:

Sr. No.	Description	Quantity
i.	Canteen Furniture	The quantity of items provided will be recorded at the time of taking the charge of Canteen(s)
ii.	Refrigerator	
iii.	Water Cooler	
iv.	Utensils	
v.	Thalis	
vi.	Crockery	
vii.	Cutlery	

42. The maintenance of the said items/equipment shall be the responsibility of BARC. If any of the items of equipment is lost or misplaced or damaged on account of negligence or lack of proper care and attention on the part of the contractor or any of his employees, the contractor shall be required to pay the charges for repairing and/or replacing the same as the case may be. The replacement of the equipment shall be made by new equipment of the same quality, size, make and specification.
43. During the period, the said items/equipment are entrusted to him/her, the contractor shall use them with due attention and care.
44. The contractor shall on his own interest ensure proper inventory verification of BARC materials provided to them from time to time & inform the status to the Competent Authority
45. If any dispute arises as to whether any of the said items of equipment has been damaged on account of lack of proper care or on account of negligence on the part of the contractor or his employees or if any dispute arises as to whether the replacement of any of the said items of equipment is not of the same make, quality and size, the decision of the Competent Authority in the matter shall be final and binding upon the contractor.
46. Rest of the items/equipment deemed necessary by the contractor, and/or BARC, for smoothly running and maintaining the Canteen must be procured and maintained by the contractor.
47. The contractor shall provide all consumables like dish washing liquid, Utensils cleaning powder, nylon scrubbers etc., for manual wash and appropriate cleaning agents for the Dishwashing.
48. The contractor will also provide the housekeeping tools like the brooms, wipers, dusters etc. required to keep the kitchen area clean.
49. The contractor shall use either LP Gas and/ or electricity as fuel for cooking purposes. The safety pertaining to this shall be the sole responsibility of the contractor.

50. Charges on account of electricity used for cooking, LPG or, any other media of fuel consumed for any mode of cooking and grinding shall be borne and paid by the contractor. In absence of electrical meter, the contractor is required to pay the electrical charges on ad hoc basis as worked out by the Competent Authority on the basis of the rate prevailing in the area of the location.
51. The Fuel (LPG etc.) will be arranged by the contractor at their own cost.
52. The items brought by the contractor, if any, will be allowed to be taken outside BARC premises after completion of the contract.

Charges for premises, water, and electricity

53. The said Canteen shall be the absolute property of BARC and permission shall be granted to use it for running and maintaining the Said Canteen on payment of a nominal License fee of Rs. 1/- (Rupee One Only) per month. The contractor shall pay a nominal sum of Rs. 1/- per month to BARC for supply of water by BARC for running of the Said Canteen. The contractor shall pay a nominal sum of Rs. 1/- per month on account of electricity consumed for operating / running of the following equipment : 1 . Bain-marie 2. Refrigerators 3. Water Coolers. 4. Transfer hatches. 5. Bottle Coolers, (Deepfreezes and Combination Coolers) 6. Any other electrical equipment & appliances used for other than cooking purposes.

Canteen Staff

54. The contractor must deploy min. 15 workers consisting of cooks, assistant cooks, cleaners, bearers, supervisor, cashier etc., on a daily basis, to execute the tendered work in the canteen as well as the tea pantries. In case, it is required to deploy additional manpower to smoothly execute the work, additional manpower will have to be deployed by the contractor. In case adequate staff is not deployed, the contractor shall be liable for imposition of penalty under relevant provisions given in clause 64.
55. The contractor shall ensure that either he/she himself/herself or his/her representative is available for proper administration and supervision at the works to the entire satisfaction of BARC. The contractor shall appoint a person qualified in Hotel or catering management as Supervisor of the canteen on full time basis.
56. It will be the responsibility of the contractor to get the Character & Antecedents of the workers engaged by him, for carrying out the work being awarded to him, verified from the police authorities, and produce the report of the verification to the Security at the gate under intimation to the Engineer-in-charge of the work.
57. Medical test report of the staff to be submitted every year and this shall be the sole responsibility of the contractor. The medical test should be done by at least an M.B.B.S. Doctor as per prescribed format which will be provided by BARC. Expenses, if any, incurred on medical examinations of such employees shall be borne and paid by the contractor. None of the employees should have any contagious disease.
58. The Contractor shall ensure proper conduct of his personnel in BARC premises and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work etc. If it is found that the conduct or performance of any person employed by the contractor is unsatisfactory, the contractor shall have to remove the concerned person and engage a new person within 48 hours of intimation by BARC. The decision of BARC in this regard shall be final and binding on the contractor.
59. The contractor will bear the cost of damages, if any, to the canteen/tea pantries by him or his workers. The contractor shall be responsible for payment of Minimum Wages to their staff as per latest Labour Laws. The contractor shall maintain proper wage register which is to be submitted monthly to BARC for verification
60. The wages for preceding month are to be paid before seventh of subsequent month.
61. The amount deducted towards PF, if applicable, from the wages of their employees shall be credited to each concerned employee's PF amount and equal contribution is also to be credited by the contractor as the employee's.
62. Contractor shall be responsible for the safety of his/her personnel. BARC shall not be liable to pay any compensation in this regard.
63. The contractor shall comply with the provisions of the Laws which may be applicable to his employees working in the Canteen regarding wages, working hours, leave, overtime allowances, provident fund, retrenchment benefits, bonus etc. If on account of noncompliance with the provisions of any such law, BARC is called upon to make any payment to or in respect of his employees, the contractor shall fully reimburse to BARC all such payments and Government shall be free to make deductions on this account from the amount of performance guarantee in which case the contractor shall immediately pay to BARC such amount as may be necessary to make up the required performance guarantee,

or from the performance guarantee, or from the dues which may be payable by BARC to the contractor.

Penalty:

64. The following penalties will be imposed for non-compliance of the terms and conditions mentioned under relevant clauses indicated hereinbefore.

i.	Conditions to be adhered	Penalty Amount
ii.	For non-wearing of Uniform on any particular day	Rs. 25/- per staff per day shall be made on each occasion
iii.	For non-deployment of adequate staff	Wages payable per day for the time being, paid by the contractor to the class(es) of employees, who have been found to be inadequately deployed
iv.	For non-serving of food items as per the menu	a. Rs. 500/- per day if lunch items are not as per the menu b. Rs. 250/- per occasion, if morning and evening snacks items are not as per the menu
v.	Non-cleaning of garbage	Rs. 100/- per occasion
vi.	Non-maintenance of hygiene in kitchen and store area	Rs. 250/- per occasion
vii.	Use of stale and inferior quality vegetables	Rs. 250/- per item per day
viii.	In case of food items beyond expiry date or spoiled food items are found in stores	Rs. 500/- per item per day
ix.	Failure to make available food items in 2nd Shift and Night Shift	Rs. 250/- per occasion
x.	Non Usage of Billing Machine	Rs. 200/- per day
xi.	Over Charging	Rs. 100/- per occasion
xii.	Rats/cockroaches/other insects/other bio-waste in cooked food	Rs 1000/- per occasion and complete stock of the complained item will be destroyed
xiii.	Small pebbles/other such metallic/non-metallic items in cooked food	Rs 500/- per occasion

65. No penalty will be imposed on a contractor, unless a formal inquiry is conducted by the Canteen Management Committee of BARC, in which the contractor is informed about the complaint(s)/lacuna(e) and afforded opportunity to defend his case and a report is submitted to Administrative Officer-III, GSO(T). Administrative Officer III, GSO(T), based on the aforesaid report, shall be competent to impose any of the above penalties. An order imposing the penalty(ies) shall be communicated to the contractor in writing.
66. An appeal against the penalty(ies) imposed by an order of Administrative Officer III, GSO(T) shall lie to Director, GSO(T). Any appeal shall be preferred within 15 days from the date of receipt of the said order. If no appeal is preferred within the stipulated period, it shall be deemed that the contractor has chosen to waive / extinguish his right of appeal. However, Director, GSO(T) will be competent to admit an appeal which is time barred as above, on an application by the contractor showing reasons for the delay, if in his opinion, the contractor had compelling reason for not appealing within the stipulated period. Decision of Director, GSO(T) in this regard, shall be final and binding on the contractor.
67. A contractor who has been imposed any of the penalty(ies) indicated at Clause 64, on more than 5 occasions, in a financial year shall be liable to have this contract terminated in terms of Clause 38. Such termination of contract shall be treated as a disqualification of the said contractor from taking part in future tender to be floated by this Centre for operating eating house, for a period of 5 years.

Complaint book/Suggestion box

68. The dealing of the contractor with the customers shall be polite. The contractor shall while the Agreement is in force keep a complaint book/suggestion box with page numbers and certified by AO-III, NRB(T) in a conspicuous place in the said Canteen (in which the complaints may be recorded and which shall be opened for inspection by the Competent Authority for the purpose)

Security Regulations

69. The contractor has to follow strictly the security regulations prevailing in the areas from time to time, especially in regard to the working hours, movement of materials and entry permits. All the workers of the contractor should be in possession of identity cards (to be arranged by the contractor) in order to ensure that unauthorized persons do not enter into work site. Any breach of regulations will be viewed seriously.
70. Entry permits will be issued in favour of the contractor and his employees based on applications made to the concerned authorities. For this purpose, the contractor will be required to produce police verification certificate for himself and his employees/workers along with the said application.

Insurance

71. The contractor shall take and maintain all necessary insurance at his own cost.
72. The contractor shall provide at own cost and risk the personal accident insurance for the contractor's staff to cover any risk arising out of and from the work and services performed under this contract. The contractor will keep BARC fully indemnified from and against all claims, costs and charges arising out of personal injury to their employees and the contractor will be solely responsible to meet such claims and shall keep BARC indemnified at all times against all such claims, Costs, Charges and Expenses arising out of such claims.

Conditions related to Statutory Compliance

73. In every case in which by virtue of the provisions Sub-Section (1) of Section 12 of the Employee's Compensation Act 1923, Government is obliged to pay compensation to a workman employed by the contractor, in execution of the works, Government will recover from the contractor the amount of the compensation so paid; and, without prejudice to the rights of the Government, under, sub-section (2) of Section 12 of the said Act, Government shall be at liberty to recover such amount or any part thereof by deducting it from the performance guarantee or from any sum due by Government to the contractor whether under this contract or otherwise. Government shall not be bound to contest any claim made against it under SubSection (1) of Section 12, of the said Act, except on the written request of the contractor and upon his giving to Government full security for all costs for which Government might become liable in consequence of contesting such claim.
74. In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and of The Contract Labour (Regulation and Abolition) Central Rules, 1971, Government is obliged to pay any amounts of wages to a workman employed by the contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the Rules, under Clause 19 H or under the DAE Contractor's Labour Regulations, or under the rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by Department of Atomic Energy Contractors, Government will recover from the contractor the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the rights of the Government under Sub-Section (2) of Section 20, and Sub-Section (4) of Section 21, of the contract labour (Regulation and Abolition) Act 1970, Government shall be at liberty to recover such amount or any part thereof by deducting it from the performance guarantee or from any sum due by Government to the contractor whether under this agreement or otherwise. Government shall not be bound to contest any claim made against it under Sub-Section (1) of Section 20, and Sub-Section (4) of section 21, of the said Act, except on the written request of the contractor and upon his giving to the Government full security for all costs for which Government might become liable in contesting such claim.
75. The contractor shall obtain the license, if required under the Contract Labour (R&A) Act 1970 and rules framed there under before commencement of the work and continue to hold it till the completion of the contract period;
76. The contractor shall maintain the following registers as per the Contract Labour (R&A) Act, 1970:
 - a) Register of workmen as per form XIII of Rule 75
 - b) Employment cards as per form XIV of Rule 76
 - c) Muster Roll register as per form XIV of Rule 78
 - d) Any other register / record as required by the Labour Commissioner from time to time
 - e) Register for wages register showing deduction of PF from workers' wages and payment of equal subscription towards employers' contribution.

77. Notice showing rate of wages, hours of work etc. shall be submitted to the Labour Enforcement Officer.
78. The rates of wages payable to contractor's Labourers under tender conditions in the area of Palghar, will be as per Order of the Office of the Deputy Chief Labour Commissioner, Sion(Central), Mumbai from time to time.
79. The contractor shall be solely responsible for deduction of amount towards PF and equal amount to be paid to the individual PF account.
80. The contractor will maintain all registers under the said Act. The said Registers, records shall be made available for inspection as and when required.
81. The contractor shall have necessary licenses from the local or Govt, authorities for running the business, and it shall pay all charges, taxes, levies and statutory dues assessment payable to any public or local authorities in respect of the services being rendered in the Canteens and shall also be liable to all fines and penalties which may be levied by the local or Govt, authorities as a result of non-observance of any of the statues or rules framed there under by such authorities and keep BARC indemnified against all actions, demands, expenses and charges incurred or suffered in that behalf. The contractor shall solely be responsible for the due compliance of the provisions of all the laws, rules, regulations with regard to running the business of Catering and supplying of beverages & eatables, including Labour / Industrial and taxation laws.
82. The contractor shall ensure compliance of all statutory obligations, viz. payment of wages/salary to the workers engaged by him on regular and timely basis (by 7th every month) and any other amounts including any Statutory Dues, charges, taxes and levies payable as per the relevant statutes applicable and subsequent amendment thereof and same should be sole liability of contractor and BARC will not be liable in any circumstances whatsoever. The contractor shall comply with the provisions of Maharashtra Shops & Establishment Act, Employees State Insurance Act, Workmen's Compensation Act, Payment of Minimum Wages Act, the Employees Provident Fund (and Family Pension Fund) Act 1952, the Payment of Bonus Act, the Industrial Disputes Act, the Payment of Wages Act, Contract Labour (Regulation & Abolition) Act 1970 as amended from time to time, and / or any other rules, regulations and / or statutes that may be applicable to the workers/ catering employees of the contractor. Default on this account shall be deemed as sufficient ground for termination of the agreement.

Disputes and Arbitration

83. All disputes and differences arising out of or in any way touching and concerning this Agreement (except those decisions whereof are otherwise in for specifically provided for) shall be referred to the sole arbitration of a person nominated by the Chief Executive NRB, BARC, Anushakti nagar, Mumbai 400 094. There shall be no objection to any such appointments on the ground that the person appointed is a Government servant, that he has to deal with the matters to which the Agreement relates and that in the course of his duties as such government servants has expressed views on all or any of the matters of dispute or difference. The award of such arbitrator shall be final and binding on the parties to this Agreement. It is a term of this Agreement that in the event of such arbitrator whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, Chief Executive, NRB, BARC, Anushaktinagar, Mumbai 400 094 shall appoint another person act as an arbitrator in accordance with the terms of this Agreement. Such person shall be entitled to proceed further with the reference from the stage which it was left by his predecessor.
84. It is also a term of this Agreement that no person other than a person nominated by the Chief Executive, NRB, BARC, Anushakti nagar, Mumbai 400 094 should act as an arbitrator and if for any reasons that is not possible, the matter is not to be referred to arbitration at all. Subject, as aforesaid the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications or re-enactment thereof and rules made there under from time to time shall be applied to such arbitration.

Other terms and conditions

85. BARC shall not be held responsible for any loss or damage occurring due to any reasons whatsoever to any goods or items issued to the contractor by BARC, stores or articles either intended for sale or not that may be kept in the said Canteen by the contractor.

86. Cooked items or canteen equipments will not be allowed to be taken out side BARC premises without prior permission.
87. The contractor shall not exhibit in the said Canteen printed or written notice or advertisements of any kind whatsoever.
88. The contractor shall comply with the instructions which may be issued to by the Competent Authority from time to time.
89. BARC shall not be responsible for any amount due to the contractor from any person(s) in respect of services provided by the contractor to realize the dues from individuals.
90. Bills for supply of food and other items to the Department must be preferred within 3 weeks from the date of supply. No bill received after 3 weeks' period will be admitted for payment.
91. It shall be the sole responsibility of the contractor to obtain and keep ready necessary license/permissions from various government bodies for running the Canteen and produce the same as and when asked for.
92. In the event of the contractor committing any breach of any of the terms and conditions herein contained and on his part to be observed and formed without prejudice to any other rights and remedies open to BARC:
 - a) BARC shall be at liberty to terminate the contract; and
 - b) The amount of performance guarantee or any part thereof shall be liable to be forfeited by BARC. On expiry or earlier termination of the contract, BARC shall refund the performance guarantee or such part thereof which has not been forfeited by BARC as aforesaid to the contractor without interest.
93. On expiry or earlier termination of this Agreement the said Canteen shall be vacated peacefully by the contractor and handed over to BARC together with the items of equipment issued to him from time to time in good condition.



**Director
GSO, NRB,
BARC, Tarapur**

(For & on behalf of The President of India)

Annexure-B: Format of request letter for purchase of tender

(To be printed on bidder's letterhead)

NIT Ref: BARC (T)/NRB/INRP(O)/FF/ Maint./ Gen/7/2023/91 dated: 16/10/2023

Name of work: Running of Canteen at NRB, BARC Plant site, Tarapur

To
Director
General Services Organisation,
Nuclear Recycle Board,
Bhabha Atomic Research Centre, Tarapur Complex

Sub: Application for "**Running of Canteen at NRB, BARC Plant site, Tarapur**"

Dear Sir

I request you to kindly issue me a tender document for running the CANTEEN at NRB, BARC Plant Site, Tarapur on contract basis as advertised in the above referred Notice Inviting Tender.

I hereby authorize the following person to collect the tender documents:

Name:	
Mobile No.:	
Aadhar No.:	

The necessary documents required for ascertaining eligibility criteria are enclosed herewith for your reference.

Yours faithfully

(Seal & Signature of Bidder)

Name:

Mobile No.:

Aadhar No.:

Enclosed:

- i. Annexure-1: Particulars of contractor
- ii. Annexure-2: Particulars of employees working in contractor's payrolls
- iii. Single file containing documents required for ascertaining eligibility criteria arranged as specified

(A) PARTICULARS OF CONTRACTOR

1.	Name of the Contractor	:			
2.	Whether it is a Proprietorship / Partnership firm / Company ?	:	Proprietorship firm / Partnership firm / Company		
3.	Whether the proprietor or any one of the partners is an ex-employee of any of the units of Department of Atomic Energy?	:	Yes / No		
4.	If so, please furnish the following information	:			
Sl. No.	Name of Proprietor/ Partner firm / Company	Status in the firm	Name of the DAE Unit in which he/she was working	Post held at the time of quitting from DAE Unit	

5.	Whether any of the relatives of Proprietor/ partner is / are working in any of the DAE Units	:	Yes/No		
6.	If so, please furnish the following information	:			

Sl. No.	Name of Proprietor/ Partner in the firm & status	Name of the relative working in DAE Unit	DAE Unit in which employed	Status of the employee	Relationship to the contractor
7	Profit & loss statement for last 3 years				
8	CA certified turnover certificate				
9	Registration of labour licence copy				
10	Latest solvency certificate issued by bank				
11	PAN No.(Proprietor/ Firm)				
12	GSTIN No.				
13	ESI/ EPF No.of firm/owner				

(Signature and seal of the Contractor)

(B) PARTICULARS OF EMPLOYEES(S) WORKING IN CONTRACTOR'S PAYROLLS

1. Whether any of the employee who is in Contractor's pay rolls is an ex-employee : Yes/No
in any of the DAE Units?

2. If so, please furnish the following information:

Sl.No.	Name of employee in the Contractor's Pay roll	Status in the firm	Name of the DAE Unit in which he/she was working	Post held at the time of quitting from DAE Unit

3. Whether any of the relative of employee in contractor's pay roll is/ are working : Yes/No
in any of the DAE Units?

4. If so, please furnish the following information:

Sl. No.	Name of the employee in contractor's pay rolls and status	Name of the relative working in DAE Unit	DAE Unit in which employed	Status of the employee	Relationship to the contractor

DECLARATION:

I/ We _____ hereby declare that the information furnished above is true and correct to the best of my / our knowledge and belief.

Signature and seal of the contractor

Annexure-C: Format of Index for submission of documents pertaining to eligibility criteria

(To be printed on bidder's letterhead)

NIT Ref: BARC (T)/NRB/INRP(O)/FF/ Maint./ Gen/7/2023/91 dated: 16/10/2023

Name of work: Running of Canteen at NRB, BARC Plant site, Tarapur

INDEX

Sr. No.	Type of document	Submitted / Not Submitted	Page No.
i.	Documentary proofs of executing similar work for at least three years		
ii.	Valid license issued by FSSAI for food catering services		
iii.	Valid certificate of registration as per ISO22000(Food Safety Management System) issued by authorized agency		
iv.	Diploma/Certificate in Hotel or catering management obtained by the bidder (in case he/she will be personally supervising the work on site)/any employee of bidder proposed to be deployed to carry out the tendered work		
v.	Certified copy of Income Tax assessment/clearance pertaining to last three financial years		
vi.	Certificate of registration with EPFO and ESIC, if applicable		
vii.	Copy of PAN card		
viii.	Copy of GST registration certificate		
ix.	Declaration that the tenderer has not been debarred from tendering by any authority /Agency		
x.	Declaration that the tenderer has understood the tender specifications, terms, and conditions		

(Seal & Signature of Bidder)

Name:

Mobile No.:

Aadhar No.:

Annexure-D: Declaration regarding non-debarment of bidder

(To be printed on bidder's letterhead)

NIT Ref: BARC (T)/NRB/INRP(O)/FF/ Maint./ Gen/7/2023/91 dated: 16/10/2023

Name of work: Running of Canteen at NRB, BARC Plant site, Tarapur

DECLARATION

I/We hereby declare that I/my firm M/s _____
has not been debarred from tendering by any Govt. Department /Public Sector Enterprise
in last 7 years.

(Seal & Signature of Bidder)

Name:

Mobile No.:

Aadhar No.:

NIT Ref: BARC (T)/NRB/INRP(O)/FF/ Maint./ Gen/7/2023/91 dated: 16/10/2023

Name of work: Running of Canteen at NRB, BARC Plant site, Tarapur

DECLARATION

I / We have read and understood the notice inviting tender, specifications and other documents and rules referred to in the conditions of tender and all other contents in the tender document for the work and accept the tender specifications, terms, and conditions.

Further I/We confirm that in case of receiving the work order, I/We will comply with all applicable statutory requirements regarding the tendered work. I/We also confirm to deploy the necessary manpower (15nos.) or more, if required, for smooth execution of the tendered work. The deployed staff will be medically fit, free from contagious disease, and of good character. I/We will pay the workers applicable wages, PF, bonus etc. as applicable from time to time. I/We will use best quality raw materials and best hygiene & safety practices and as specified by BARC in execution of tendered work.

I/We agree to keep the tender open for Ninety (90) days from the due date of its opening.

(Seal & Signature of Bidder)

Name:

Mobile No.:

Aadhar No.: