

**BHARAT HEAVY ELECTRICALS LIMITED: RUDRAPUR
(HUMAN RESOURCE MANAGEMENT DEPARTMENT)**

No. -BHE: RU: HR:
Dated -19.10.2012

M/s _____

Open Tender Notice No. BHE: RU: HR: Canteen Services /2012-14/03

Sealed tenders are invited from specialized agencies / experienced parties having PF / ESI registration (parties to provide insurance cover for coverage under Workman Compensation Act, if not covered under ESI) for providing following services at BHEL-CFP-Rudrapur for a period of **two years** from the date of commencement of the work:

“Catering services through canteen inside the plant at BHEL- CFP- Rudrapur as per notified timings and menu in all shifts”

The detailed scope of work and terms and conditions for the above work has been specified in tender-(Annexure-A to Annexure-D).

The parties will provide their details in Technical-cum-commercial details and quoted rates are to be provided on Price bid along with taxes/duties if any.

The EMD is Rs.20, 000/- & Security deposit for the contract is 4% of the contract value.

The start of shifts as per notified timings and start of providing the services in proposed areas will be informed in writing and parties are advised to deploy the resources (including manpower) accordingly. Presently there are three shifts operation (7.00 AM to 4.00 PM, 4.00 PM to 12.30 AM & 8.00 AM to 5.00 PM).

The work will be awarded to single party on the basis of L-1 monthly charges payable on overall L-1 basis as per scope of work for the quantity of Meals : 275 Nos. per day x 26 days , snacks : 550 Nos. per dayx26 days, Tea : 550 nos. per dayx26 days, and special lunch : 30 nos. per month. However BHEL will be paying for actual consumption only, determined based on production of coupons at the end of every month to executing

BHEL personnel. BHEL reserves the right to accept or reject any bid without assigning any reason. The parties are advised to visit site for actual assessment of work before submitting tender.

The sealed tender in two separate sealed envelopes one super scribing “ Technical cum commercial bid “ and second super scribing “ Price Bid”; both contained in a common sealed envelope super scribing “Tender for **Catering services through canteen inside the plant at BHEL CFP Rudrapur** due on **26.10.2012, 3.00 PM** “ should be submitted by **26.10.2012 2.00 PM**.

The tenders not submitted in two part bid system will be summarily rejected.

(K. C. Mitra)
Sr. Engineer (HR)

Format for Technical cum commercial details

Technical cum commercial bid: Comprising of following:

The status of the contractor viz. Proprietary firm/Partnership firm/Society/ Cooperative Society/Company along with the address of its Registered Office, Registration number as also name of the authority and statute under which it is registered etc.:

EMD: Rs.20000.00 DD No. _____ dated _____ in favor of BHEL Rudrapur enclosed. (EMD to be in form of DD only)
(EMD to be kept with technical bid)

Valid PF/ ESI/ Service Tax Registration – Copy certificates/ documentary evidence to be attached.

Trade license- Copy of the documentary proof

Valid ITCC/PAN No.:

Complete list of client/ public sector enterprises/ BHEL Units in the last three years & current commitments: Enclosed copies of the work order.

The party should be financially sound and should have attached details of the maximum valued single Job contract handled so far with documentary proof.

Details of jobs executed for the last 3 years:

S.No.	Name of address of client	Specification of Work (Mention no. of houses in township/ total area/ No. of rooms in guest house/	Amount of work	Remarks

(Attach details in the format above)

Details of jobs in hand:

S. No.	Name of address of client	Specification of work Specification of Work (Mention no. of houses in township/ total area/ No. of rooms in guest house/	Amount of work	Remarks

(Attach details in the format above)

Details about resources:

1. No. of permanent employees on rolls of the agency:
2. No. of supervisors on the rolls of the agency:
3. Details of the machinery/ equipment/tools tackles in the possession of the agency: (Provide list, if any)

m. Details of taxes & duties etc.: _____

n. Acceptance of "Scope of work & terms and conditions of the contract" to be attached. Yes/ No

o. Acceptance of e- payment: Yes / No.

(Payment will be made through e-payment mode only and non-acceptance will disqualify the party)

p. Conformation for adherence to tender submission procedure: Yes/ No.

(Non- adherence to tender submission procedure will disqualify the party)

(Signature of the party)

Seal

REVISED PRICE BID

1. Lunch/ meal as per item given below including service charges:

Rs. _____ Per lunch

a)	Chapati with good wheat flour (5 chapati)	200 grams
b)	Rice cooked Sharbati Basmati	100 grams
c)	Dal fried (vegetable oil) according to weekly menu	100 gms.
d)	Vegetable, according to weekly menu	100 gms.
e)	Salad (onion, tomato, mooli, kheera, seasonal)	25 gms.
f)	Mix Achar Nirlons/Kissan (Oct- March)	10 gms.
g)	Lemon (half piece) (Apr- Sept)	10 gms.

(1 kg. raw/dry dal to be used for 20 thalies diets & to be prepared by good quality vegetable oil).

2. Special Lunch / meal as per item given below including service charges: Rs.

_____ Per lunch:

a)	Chapati with good wheat flour (5 chapati)	200 gms.
b)	Rice basmati dehardoon 100 grams cooked (Fried or plain as desired)	100 grams
c)	Vegetable dry good quality	50 gms.
d)	Vegetable curry good quality	100 gms.
e)	Dal special fry	100 gms.
f)	Curd	100 gms.
g)	Sweet (kheer etc.) OR Fruit (grapes 50 grams or banana 2 or apple 1 or orange 1)	150 gms.
h)	Salad (union, tomato, mooli, gajar, kheera etc.	20 gms.
i)	Mix Achar Nirlons/Kissan (Oct- March)	10 gms.
j)	Lamon (half piece) (Apr- Sept)	10 gms.

3. Snacks as per item given below including service charges: Rs. _____ per item

a)	Snacks (alu pakaura, bread pakaura, Mathi)	50 gms.
b)		

4. Tea each cup (100 ml.) : Rs.per cup including services charges (one kg. milk to be used for 30 cups tea)

Taxes/ duties:

Signature:
Name of vendor:
Name of firm:

**SPECIAL CONDITIONS OF CONTRACT & SCOPE OF WORK
PROVIDING CATERING SERVICES THROUGH CATEEN INSIDE BHARAT
HEAVY ELECTRICALS LIMITED- RUDRAPUR
UDHAM SINGH NAGAR (U.K.)**

SCOPE OF WORK / SERVICES

1.0 The contractor should prepare and serve snacks, tea and coffee breakfast, lunch and dinner etc as per the menu and rate list enclosed at Annexure-I. The contractor should supply standard quality of tea/coffee, snacks and food items.

2.0 No new items (not covered under the contract) shall be introduced or served to employees in the canteen without obtaining prior permission and getting the rates fixed thereof by the company for being served to employees.

3.0 The contractor will be bound to charge all articles of foods; beverages at fixed price determined by the company and display the rates of all articles prominently in the canteen premises.

4.0 The eatables served by the contractor in the canteen shall be completely hygienic, free from any sort of adulteration, unwanted ingredients such as stones, soils eggshell, human hair, glass or crockery chips, paper wood insects, flies or non-usable liquid, ingredients not used in the preparation of the dishes. Dishes containing such things shall be rejected. Any item found substandard adulterated or of poor quality shall be rejected. All vegetables, fruits etc used shall be fresh and shall not be rotten or overripe. The contractor shall be responsible for their hygienic fitness. Milk and curd used shall be of high standard, specially spur, cured, if served shall be rejected outright. An authorized officer of BHEL shall have such of adulterated/ rotten or poor quality raw material or items cooked out of such items, destroyed on the spot without any compensation whatsoever.

5.0 The contractor should use good quality or oil, rice, ata, besan, vegetable, pulses, spices, tea, coffee, bread, butter etc while preparing various products in the canteen.

6.0 The contractor should keep sufficient stocks of items such as consumables, raw materials, packed and bottled items so as to meet normal requirement and any immediate needs of employees. The contractor shall not be permitted to stop supply of any items for any reason whatsoever.

7.0 The contractor shall ensure that beverages and eatables served in the canteen are not substandard. If the weight or any individual piece of prepared eatables etc is less than the prescribed limit of weight, the same shall be liable to be withdrawn BHEL reserves the right to reduce the prices of such items, already served.

8.0 The contractor should neither allow consumption nor keep alcohol/ other intoxicating preparation in the canteen.

9.0 The contractor should serve tea and snacks to different departments in addition to the canteen; shall as and when required and as per the instruction of the BHEL's authorized officer.

10.0 Cooking shall be done in hygienic condition by properly trained cooks and services shall be done by presentable well mannered and trained bearers.

11.0 The used cups, saucers, tea ports, utensils are to be washed with good quality utensils cleaning powders. Oily utensils/ bowls are to be additionally washed in hot water.

12.0 The contractor should be responsible for maintaining proper cleanliness in and around the canteen and also of its utensils and crockery's.

13.0 The dinning hall, kitchen, washing area, service counter and store of the canteen should be washed, scrubbed fully cleaned with phenyl at least twice in each shift ie. Before and after lunch / dinner. The surrounding areas of the canteen are to be cleaned daily. All furniture and fixtures available in the canteen are to be cleaned two times in each shift.

14.0 All equipments and items in the canteen shall remain at the risk and in the sole charge of the contractor and the contractor shall be responsible for any loss or damage thereto arising from any cause other than the accepted risk and shall deliver these items in their proper condition at the time of expiry of the contract. An inventory of these items will be made out and signed by the contractors and authorized personnel of BHEL. The contractor shall provide an indemnity bond of Rs.10000.00 for the items issued to him and also for furniture/ buildings etc. Other utensils / equipments etc. required will be arranged by contractor. The contractor will be responsible for the items handed over to him. Any shortage, damage will be recovered at the current market rate.

15.0 The contractor shall keep a Complaint Book to record the complaints/ suggestion on services rendered by the contractor and such remarks shall be taken note of and acted upon immediately wherever required. In case there are complaints about the quality of food, snacks and tea and on check the quality is found below standard and poor on any day, a penalty may be imposed on contractor which may extend up to 100 % of the cost. This will also apply in case the size, weight and quantity is found less on any day, on repetition of this action on the part of the contractor, the security money may be forfeited. In case the quality of food snacks and tea is not found up to mark spite warning and imposition of penalty to the contractor, the contract can be terminated by the BHEL by engaging debatable agency on the risk and cost of the contractor.

16.0 The contractor will be the custodian of all properties handed over to him by the company viz. Furniture, fixtures, crockery, utensils, and other installations in the canteen and will be responsible for any breakage/damage to these articles for which he will be bound to make of the loss.

17.0 BHEL shall not be responsible for any amount(s) due to the contractor from any person(s) in respect of foodstuffs supplied or otherwise nor shall it be responsible to the contractor on the said account or any other accounts.

18.0 The contractor should operate the canteen round the clock. The snacks and tea will be distributed to employees and other persons at pre-defined service points (5 Nos. at present) on timings presently being

Shift	Tea	Snacks	Meal	Tea
I Shift (7.00 AM to 4.00 PM)	9.00 AM	9.00 AM	12.00 Noon	2.30 PM
General Shift (8.00 AM to 5.00 PM)	10.0 AM	10.00 AM	12.00 Noon	3.00 PM
II Shift (4.00 PM to 12.30 Night)	6.00 PM	6.00 PM	8.00 PM	10.00 PM

19.0

The timings for providing the services in other shifts will be notified in writing to the contractor. However the work will include distribution of snacks/ tea- once, tea – once and lunch/ dinner – once in a shift.

20.0 Food preparation and food safety.

The contractor should ensure the following:

- i. The menus are to be decided as per Food Pyramids for the next month.
- ii. FIFO principal is to be applied.
- iii. Food is to be prepared under hygienic conditions.
- iv. Prepared items are to be covered properly.
- v. Variety should be as per season.
- vi. Palatability should be tested by the cook.
- vii. Equipments used in food preparations are work worthy and properly cleaned.
- viii. Utensils are properly cleaned.

20.0 Area Hygiene.

The contractor should ensure the following.

- i. Floors of the canteen area are hygienically clean.
- ii. Walls are dust / damp free.
- iii. Furniture are regularly cleaned.
- iv. Washing area provided hygienic environment.
- v. Cooking counter is adequately cleaned.
- vi. Service counters are adequately cleaned.

21.0 The contractor should ensure that all personnel engaged by him in the canteen are medically fit. Periodic medical examination of the contractors' staff deployed in canteen will be required twice a year for stool/ urine/ blood examinations.

22.0 The balance quantity of each items after distribution of lunch, tea, snacks etc. will be taken back by contractor. BHEL will not pay for such items

23.0 Supply of lunch, snacks, tea etc. and its service will be done on every working day. It will be supplied on holidays also on prior information to the contractor. The contractor will also arrange it in shifts, if the shift working is introduced.

24.0 Lunch, tea and snacks are to be supplied on valid coupons from employees is the sole responsibility of contractor. The contractor will be reimbursed the cost as per quoted rates ; based on valid coupons collected from employees / persons and produced on day-to-day basis.

25.0 The contractor shall be responsible for care and safe custody of BHEL's property like electrical equipments utensils, fixtures canteen area etc. entrusted to him and if necessary arrange insurance at his own expense.

26.0 BHEL shall have the right to stop the work or impose the penalty on the following conditions also:

26.1 Any discrepancy noticed in the operation of contract, may lead to immediate termination of contract.

26.2 A penalty upto Rs. 5000.00 may be imposed on contractor in case of non supply and service of food etc. on any day.

27.0 The rate will be firm for two years periods from the date of commencement of work and also during mutually extended period of contract, if any.

28.0 The contractor will keep insured their workman against accident etc. during the currency of contract.

29.0 The contractor shall maintain the stock of raw materials for meals/ snacks etc. so as to ensure un-interrupted services.

30.0 The raw materials used for the preparations will be as under:

1. Cooking oil: Sunflower/ Nature Fresh/ Fortune/ Saffola/
Dhara

2. Atta (wheat flour): Ashirvad/ Nature Fresh/ Shakti Bhog/ Annapurna/
3. Masale: Catch/ MDH/ Everest
4. Tea: Tata/ Taaza/ Red Label
5. Besan: Rajdhani/ Shaktibhog
6. Salt: Tata/ Annapurna/ Ashirvad
7. Rice: Sharbati Basmati & Dehradoon Basmati
8. Pulses : Arhar/ Malka Kali/ Malka Masoor/ Moong/ Rajma/ Chana Sabut /Chhole(kabuli chana) / Urad Chilka/ Urad Dhuli/ Dal Chana/ Lobiya/ **(Note: No dal should be repeated in a week.)**
9. Seasonal Vegetable/ Potato (non-sweet)/ **(Note : No seasonal vegetable should be repeated in a week)**
10. Achar: Nirlons/ Kissan

OBLIGATION OF BHEL - RUDRAPUR

1. Provide furnished canteen hall with electrical fittings fixtures etc. at a token rent of Rs. 10 per month.
2. Supply water free of cost.
3. Supply electricity free of cost.
4. Supply utensils, crockery and cooking utensils, gas burners, gas connections / cylinders etc. as available on as is where is basis, against the indemnity bond. Additional items / utensils for cooking/ serving and plates, glasses etc. etc. will have to be provided by the contractor.
5. Contractor will provide the replacement of items rendered unusable due to normal wear and tear after observing necessary formalities as per actual requirement. The damage to equipment / utensils etc. due to normal wear & tear will not make the contractor liable for compensating BHEL.

ANNEXURE-A

Scope of work for providing canteen & catering services through inside canteen in BHEL Rudrapur:

1. Lunch/ Meal as per item given below including service charges: Rs. / meal

a)	Chapati with good wheat flour (5 chapati)	200 grams
b)	Rice cooked Sharbati Basmati	100 gms
c)	Dal fried (vegetable oil) according to weekly menu	100 gms.
d)	Vegetable, according to weekly menu	100 gms.
e)	Salad (onion, tomato, mooli, kheera, seasonal)	25 gms.
f)	Mix Achar Nirlons/Kissan (Oct- March)	10 gms.
g)	Lemon (half piece) (Apr- Sept)	10 gms.

(1 kg. raw/dry dal to be used for 20 thalies diets & to be prepared by good quality vegetable oil).

2. Special Lunch/ meal as per item given below including service charges: Rs. Per lunch:

a)	Chapati with good wheat flour (5 chapati)	200 gms.
b)	Rice basmati dehardoon 100 grams cooked (Fried or plain as desired)	
c)	Vegetable dry good quality	50 gms.
d)	Vegetable curry good quality	100 gms.
e)	Dal special fry	100 gms.
f)	Curd	100 gms.
g)	Sweet (kheer etc.) OR Fruit (grapes 50 grams or banana 2 or apple 1 or orange 1)	150 gms.
h)	Salad (union, tomato, mooli, gajar, kheera etc.	20 gms.
i)	Mix Achar Nirlons/Kissan (Oct- March)	10 gms.
j)	Lamon (half piece) (Apr- Sept)	10 gms.

3. Snacks as per item given below including service charges: Rs. per item

a)	Snacks (alu pakaura, bread pakaura, Mathi) any one only	50 gms.
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4. Tea each cup (100 ml.): Rs. / cup (one kg. milk to be used for 30 cups tea)
Service Tax: As applicable on 50% of the billing amount.

ANNEXURE – B

MEASUREMENT OF WORK AND PAYMENT THEREOF.

1. A Measurement Book will be maintained in the Unit by the authorized representative of BHEL who shall make entries regarding the work executed by the contractor under different heads. These entries will be counter-signed by the contractor or his duly authorized representative.

2. Short comings, if any, in the work executed by the contractor will be pointed out by the designated employee to the Contractor or his authorized representative and the same will be rectified by him within 3 days to the satisfaction of the designated employee.

i) Payments will be made to the contractor on achieving milestone /on the basis of work carried out by him.

ii) Consumption of material will be verified through challan for entering of material at Factory gate.

iii) All payments will be subject to deduction of income tax at source as per Income Tax and Service Tax as per the applicable Rules.

3. Payment towards work satisfactorily executed will be made to the contractor at the following rates on monthly basis:

1. Lunch/ meal as per item given below including service charges: Rs.
Per lunch

a)	Chapati with good wheat flour (5 chapati)	200 grams
b)	Rice cooked Sharbati Basmati	100 grams
c)	Dal fried (vegetable oil) according to weekly menu	100 gms.
d)	Vegetable, according to weekly menu	100 gms.
e)	Salad (onion, tomato, mooli, kheera, seasonal)	25 gms.
f)	Mix Achar Nirlons/Kissan (Oct- March)	10 gms.
g)	Lamon (half piece) (Apr- Sept)	10 gms.

(1 kg. raw/dry dal to be used for 20 thalies diets & to be prepared by good quality vegetable oil).

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a)	Chapati with good wheat flour (5 chapati)	200 gms.
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c)	Vegetable dry good quality	50 gms.
d)	Vegetable curry good quality	100 gms.
e)	Dal special fry	100 gms.
f)	Curd	100 gms.
g)	Sweet (kheer etc.) OR Fruit (grapes 50 grams or banana 2 or apple 1 or orange 1)	150 gms.
h)	Salad (union, tomato, mooli, gajar, kheera etc.	20 gms.
i)	Mix Achar Nirlons/Kissan (Oct- March)	10 gms.
j)	Lamon (half piece) (Apr- Sept)	10 gms.

3. Snacks as per item given below including service charges: Rs. per item

a)	Snacks (alu pakaura, bread pakaura, Mathi)	50 gms.
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4. Tea each cup (100 ml.) : Rs. Per cup including services charges (one kg. milk to be used for 30 cups tea)

Taxes/ duties: Service Tax as applicable on 50% of billing amount.

CONTRACTOR'S OBLIGATIONS

CONTRACTUAL

- a) Contractor shall decide the number of employees to be deployed for execution of the work awarded to him and he or his authorized representative will be solely entitled to dictate such workers about the manner of carrying out the work as per the prescribed specifications and quality plan.
- b) Contractor shall supervise the work allotted to him and to be carried out by his employees.
- c) Contractor to ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc.
- d) Contractor to maintain appropriate records of his employees deployed to carry out the job(s).
- e) Contractor should issue appropriate appointment letters to his employees.
- f) Contractor to provide employment card/Identity card with photograph duly verified and attested by the Contractor to his employees. Contractor to indicate the name of the proprietary/partnership firm/company, place of work, contract number and duration of validity of card.
- g) Contractor will be responsible for the good conduct of his employees. In case of any misconduct/misbehavior by any employee, the contractor will replace such employee(s) immediately.
- h) Contractor will ensure that the job is executed through his employees on his rolls and under no circumstances the contractor will deploy any casual employee to carry out the job nor shall sub-contract the job without prior written permission.

i) Contractor will keep watch on his employees and he will be liable for any pilferage / loss to BHEL due to acts of omission and commission by his employees. Similarly, liability for any compensation to outsiders on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with him.

j) Contractor to provide safety appliances and safety shoes to his employees. The contractor shall be responsible for enforcing all safety regulations as applicable.

k) The contractor has to provide a distinct uniform different from BHEL employees. The Uniform should have logo of the Contractors firm / company. The uniform shall be kept in neat, tidy and wearable condition. Wherever necessary, the Cap shall be integral part of the uniform.

l) Contractor to ensure that all precautions are taken for safety of his employees and equipments.

m) In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees from the establishment of BHEL. In case contractor decides to terminate services of his employees, he should settle all terminal dues including retrenchment compensation.

n) Contractor shall provide to his employees all tools, tackles and equipments and maintain the same to carry out the job under the contract at his cost and if necessary contractor may take insurance policy of his men, material, equipments and tools and tackles.

o) Contractor shall provide safety appliances and maintain the same at his own cost which may be required under the statute or otherwise.

p) Contractor shall provide material at his cost as mentioned in the contract to his employees for carrying out the job.

B) Towards statutory liability

a) All statutory requirements under Minimum Wages Act, 1948, Payment of Wages Act, 1936, Workmen Compensation Act. 1923, EPF & MP Act, 1952, Payment of Gratuity Act, 1972, ESI Act, 1948, The Contract Labor (R&A) Act, 1970, Payment of Bonus Act, 1965, Income Tax Act, Service Tax Act and all other applicable Acts shall be complied with by the contractor.

- b) Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.
- c) Contractor shall ensure payment of statutory prescribed minimum wages as applicable from time to time in the presence of authorized representative of BHEL and maintain proper records of their timely disbursement. These records need to be preserved for a period of at least 3 years and should be made available even after the contract is over for any verification by the statutory authorities / BHEL authorities.
- d) Contractor to provide PF pass book to his employees and ensure payment of PF, EDLI, pension dues under EPF & MP Act , 1952 to the RPFC.
- e) Contractor shall ensure payment of ESI contribution under ESI Act, 1948 and provide ESI membership No./card of each employee.
- f) Contractor shall produce proof of deductions as well as remittances of PF, EDLI, Pension, ESI contribution, administrative charges etc. wherever applicable and shall maintain proper records. Contractor to issue wage slips to his employees.
- g) Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.
- h) Contractor shall be solely responsible for non payment/ delayed payment of wages/ DA, contributions under EPF & MP Act, ESI Act etc.
- i) In case the contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the security deposit/other dues/running bills under the contract can be utilized by BHEL to discharge the liability of the contractor.
- j) Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
- k) The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
- l) Contractor to obtain insurance cover for his employees / equipment / tools and tackles etc and take third party risk insurance coverage at his

own cost. BHEL shall not be responsible for any loss, damage, pilferage of his property and / or his employees.

m) Contractor should have independent code numbers/ exemptions under EPF & MP Act, 1952 and ESI Act, 1948 and shall cover his employees under the said codes. Contractor will pay contribution for ESI/EPF up to wage ceiling prescribed under the respective act irrespective of wages being paid by him.

n) Payment of bonus under the Payment of Bonus Act, Payment of gratuity under the Gratuity Act, and retrenchment compensation under Act will be the sole responsibility of the contractor.

o) Over and above the daily wage rate, payment shall be made for leave with wages.

p) Contractor shall observe Provisions of the Factories Act in respect of working hours, holidays, rest intervals, leave and overtime to his employee. No work shall be done on second/third shift, overtime, Sundays or on other declared holidays without written permission.

q) In case a contractor employs women as employee he will discharge his obligation under law in respect of such women workers such prohibition of engaging them during night-hours, prohibition of employing them for more than 9 hours per day, provision of crèche facility, grant of maternity leave as per rules etc.

r) Contractor shall be responsible for making payment of wages before expiry of 7 days from the last day of wage period and to ensure disbursement of wages in the presence of the authority's representative of contract operating division who shall record under his signature at the end of entries in the Register of wages.

s) Contractor to obtain license under CL(R&A) Act, 1970.

**PROFORMA OF INDEMNITY BOND FOR SUPPLY OF MATERIALS BY
EMPLOYER**

(To be executed on non-judicial stamped paper of appropriate value)

WHEREAS BHARAT HEAVY ELECTRICALS LIMITED – RUDRAPUR (hereinafter referred to as BHEL) which expression shall unless repugnant to the context includes their legal representatives, successors and assigns having their registered office at Corporate Office, BHEL house, Siri Fort New Delhi-49 has entered into a CONTRACT with _____ (hereinafter referred to as the CONTRACTOR which expression shall unless repugnant to the context include their legal representatives, successors and assigns) for _____ on the terms and conditions as set out, inter-alia, in the CONTRACT No.....Dated and various documents forming part thereof hereinafter collectively referred to as the “CONTRACT” which expression shall include all amendments, modifications and/or variations thereto.

AND WHEREAS

- i) BHEL has agreed to supply to the CONTRACTOR, equipment, plants and materials (finished, semi-finished and raw) for the purpose of EXECUTION of the said CONTRACT by the CONTRACTOR (the equipment, plants and materials to be supplied by BHEL to the CONTRACTOR, hereinafter for the sake of brevity referred to as the “ said materials”) and pending execution by the CONTRACTOR of the CONTRACT incorporating the said materials, the said materials shall be under the custody and charge of the CONTRACTOR and shall be kept, stored, altered, worked upon and/or fabricated at the sole risk and expense of the CONTRACTOR.
- ii) As a pre-condition to the supply of the said materials by BHEL to the CONTRACTOR, BHEL has required the CONTRACTOR to furnish to BHEL an Indemnity Bond in the manner and upon terms and conditions hereinafter indicated.

NOW, THEREFORE, in consideration of the premises aforesaid the CONTRACTOR hereby irrevocably and unconditionally undertakes to indemnify and keep indemnified BHEL from and against all loss, damage and destruction (inclusive but not limited to any all or loss or damage or destruction to or of the said materials or any item or part thereof by theft, pilferage, fire, flood, storm, tempest, lightning, explosion, storage, chemical or physical action or reaction, binding, warping, exposure, rusting, faulty workmanship, faulty fabrication, or faulty method or technique of fabrication, strike, riot, civil commotion, or other act or omission or commission whatsoever within or beyond the control of the CONTRACTOR, misuse and misappropriation (inclusive but not limited to the

misuse or misappropriation by the CONTRACTOR and the Contractor's servants and/or agents) whatsoever to, or of in the said materials or any part of them thereof from the date that the same or relative part of item thereof was supplied to the CONTRACTOR up to and until the date of return to BHEL of the said materials or relative part of them therefore or completed fabrication works(s) incorporating the said materials and undertake to pay to BHEL forthwith on demand in writing without protest or demur the value as specified by BHEL of the said material or item or part thereof lost, damaged, destroyed, misused and / or misappropriated, as the case may be or, together with BHEL's costs and expenses (inclusive of but not limited to handling, transportation, cartage, insurance, freight, packing and inspection costs/or expenses up to) and aggregate limit of Rs. 10000.00 (Rupees Ten Thousand only).

AND THE CONTRACTOR hereby agrees with BHEL that:

i) This Indemnity/Undertaking shall be a continuing Indemnity/Undertaking and shall remain valid and irrevocable for all claims of BHEL arising hereunder upto and until the midnight or -----. However, if the CONTRACT for which this Indemnity / Undertaking is given is not completed by this date, the CONTRACTOR hereby agrees to extend the Indemnity/Undertaking till such time as is required to fulfill the CONTRACT.

ii) This Indemnity /Undertaking shall not be determined by any change in constitution or upon insolvency of the CONTRACTOR but shall be in all respects and for all purposes be binding and operative until payment of all moneys payable to BHEL in terms of hereof.

iii) The mere statement of allegation made by or on behalf of BHEL in any notice or demand or other writing addressed to the CONTRACTOR as to any of the said material or item or part thereof having been lost, damaged, destroyed, misused or misappropriated while in the custody of the CONTRACTOR and/or prior to completion of the completed fabricated work(s) and delivery to job site thereof incorporating the said materials shall be conclusive of the factum of the said material or item or apart thereof having been supplied to the CONTRACTOR and/or prior to the completion of the completed fabricated work(s) and delivery to job site thereof incorporating the said materials without necessity on the part of BHEL to produce any documentary proof or other evidence whatsoever in support of this.

iv) The amount stated in any notice of demand addressed by BHEL to the CONTRACTOR as to the value of such said materials lost, damaged, destroyed, misused or misappropriated, inclusive relative to the costs and expenses incurred by BHEL in connection therewith shall be conclusive of the value of such said materials and the said cost and expenses as also of the amount liable to be paid to BHEL to produce any voucher, bill or other documentation or evidence whatsoever in support thereof and such amount shall be paid without any demur

and on demand and no dispute shall be raised concerning the same. The undersigned has full power to execute this Indemnity Bond on behalf of the CONTRACTOR UNDER THE Power of Attorney dated

(SIGNED BY C OMPETENT AUTHORITY)

Place:

Dated:

Official seal of the CONTRACTOR

ANNEXURE-D

GENERAL TERMS & CONDITIONS

a) BHEL shall have the privity of the contract with the contractor only and will give instructions to the contractor or his authorized representative. BHEL will have nothing to do or be concerned with the employment of employees working for the contractor. The relationship between BHEL and the Contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or an employer-employee relationship.

b) The contractor shall maintain regular contact with the designated employee(s) of BHEL and will interact on matters relating to the work awarded under this contract.

c) In case the Contractor does not carry out the Contractual/Statutory obligations or the services rendered by him are found to be unsatisfactory, BHEL shall bring the same to his notice and he will be obliged to discharge the obligations and rectify the deficiency/anomaly within three days time failing which, BHEL reserves the right to terminate the contract without assigning any reason whatsoever. In such an event, no damages will be payable for short closure of the contract.

d) The contractor shall deposit an amount of 4% of the contract value as security with BHEL in the form of pay order /bank guarantee / **FDR in the name of contractor A/c – BHEL** duly discharged on the back. Alternatively, the amount of security deposit can be adjusted partly from EMD and balance amount from subsequent bills. However 50% of the SD will be deposited in cash/ in the form of Demand Draft / bank guarantee and balance 50% can be recovered @10% from running bills. This security deposit shall be liable to be returned to the contractor after termination of the contract or at the end of it, subject to deduction on account of company dues, non-deposit of statutory dues etc. No interest shall be payable on the security deposit.

e) The decision of BHEL regarding interpretation of any of terms and conditions set forth in this agreement shall be final and binding on the Contractor.

f) Any matter arising out of or in connection with the agreement shall be under jurisdiction of Rudrapur Court.

g) Notwithstanding anything contained in this Agreement, the contract may be terminated by BHEL without assigning any reason thereof by giving a notice of 30 days to the contractor.

h) The contract will commence on the date of award of the work order and will remain valid for a period of 02 year(s) from the date of commencement of work. The parties reserve the right to extend the contract on mutually agreed terms and conditions.

i) All disputes arising in connection with the contract shall be settled by mutual consultation. If no agreement is reached the dispute shall be settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules made there under. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of the Unit. The award of the arbitrator shall be final and binding on both the Parties. The venue of the Arbitration shall be Rudrapur in India. The Award to be given by the Arbitration shall be a speaking award. All questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of Rudrapur Courts.