



BHARAT HEAVY ELECTRICALS LIMITED
RAMACHANDRAPURAM : : HYDERABAD – 502032

CATERING SERVICES

TELEGRAM: BHARATELEC, TELEPHONE NO. 040-23182122

TENDER NOTICE NO. HY/CTX/CL/2010-11

DATED: 18.12.09

1. Name of work : Canteen Upkeep, Service and Assistance
2. Earnest Money Deposit : Rs. 2.00 lakhs
3. Approximate value of work : Rs. 98.30 lakhs
(exclusive of service tax)
4. Time of Completion : 12 Months
5. Maintenance period : Nil
6. Last date for receipt of tender : 12/01/10 upto 14.00 hrs
7. Opening of tenders : 12/01/10 at 14.30 hrs
8. Cost of tender documents } : Rs. 1000/-
Including S.T }
(The documents have to be downloaded from the web and printed. Please enclose a separate DD / receipt for Rs 1000/- in addition to the DD / receipt for EMD.)

Name & Address:

EMD PAID / NOT PAID

Signature of Tenderer

BHARAT HEAVY ELECTRICALS LIMITED
RAMACHNADRAPURAM : : HYDERABAD – 32.

TENDER DOCUMENTS

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Signature of Tenderer

ISSUING OFFICER

TENDERING PROCESS

**Tender box will be kept AT OFFICE OF SR.MANAGER (HR) CTX
AT STAFF CANTEEN, ADMINISTRATIVE BUILDING**

- A. Tender process will be under TWO part bidding system.
1. Technical bid
 2. Price bid
- B. Tender opening
The tender shall be in two part bids. Only technical bids will be opened on the time & date specified for opening of the bids. After scrutiny and acceptance of the technical bids, price bids of Technically & Commercially qualified parties only will be opened. The date of opening of price bids will be intimated separately.
- C. The technical bid consists of technical schedule requiring documentary proof. In case the agency has not satisfied all the conditions along with documentary proof, the tender will be rejected.
- D. Technical and price bids must be in separate covers and super scribed as "Technical bid" and "Price Bid" separately with Tender Notice no. written on the covers. Tenders received in mixed condition, ie., with price and technical bids in same envelope (defined as composite bid) will be rejected.
- F. Every page of the price bid document should be signed by the tenderer at the bottom of the page.
- G. After downloading the tender application and tender documents from our web site, the tenderer shall pay Rs. 1000/- by DD or by depositing in the BHEL cash office as cost of tender documents and enclose the DD or BHEL receipt with his technical bid. EMD for work should be deposited by separate DD (in favour of BHEL) and shall also be enclosed along with the technical bid.

Signature of Tenderer

TECHNO COMMERICAL BID

Name of the Tenderer :

Name of work : **Canteen Upkeep, Service and Assistance**
 - Block Service, Counter service, Cleaning, Washing of canteen Dining Halls, Utensils, Toilets, Wash Basins, Assisting other canteen employees posted for cooking and other allied works.

1) Tender Notice no & date : **NO. HY/CTX/CL/2010-11** **DATED: 18.12.09**

2) Details of DD/Cash paid.

DD or Cash receipt No. for cost of tender documents :
 D.D or Cash receipt No. for EMD
 (both to be enclosed along with this technical bid).

- 3) Particulars of experience/credentials:
 a (As per pre qualification requirements, all details must be enclosed)
 b. Financial turnover details.
- 4) P.F. Code. NO. (copy of Code No. allotment letter to be enclosed alongwith copy of latest form 6A acknowledged by PF authorities):
- 5) E.S.I Code NO. (copy of Code No. allotment letter to be enclosed alongwith copy of latest form 6 acknowledged by ESI authorities):
- 6) PAN NO.
- 7) TIN NO:
- 8) Valid Labour licence No. (Issued by Central / State Government) :
- 9) Service Tax Registration No

NOTE:

1. In case valid proof in support of any of the items mentioned above at serial nos 1 to 9 is NOT enclosed then the tender will be rejected summarily.
2. Technical bids will be scrutinised on the same day. In case the agency has not satisfied all the above conditions with documentary proof, the bid is liable to be rejected and their price bid will not be opened.
3. In case of a firm, shall be in the name of the firm. However in case of sole proprietor or individuals these can be on the name of the sole proprietor or individual.
4. Though some of above documents are available with BHEL for those agencies who are presently working with BHEL, they also should submit one copy of the same.
5. All the columns shall be filled with proper information.
6. BHEL reserves the right to reject or cancel the tender at any stage of the tender process without assigning any reasons there of **in the interest of the company.**
7. I/We accept all the terms and conditions of the Techno commercial bids.
8. I/We have not included any additional conditions or changed the required conditions in the price bid. In case if any additional clause is put inadvertently same may be ignored.

Signature of Tenderer

PRE QUALIFICATION

I. The following conditions have to be satisfied by the tenderer, with documentary proof to be enclosed with tender bid. **In case the agency fails to enclose the following documentary proof with tender, the tender will be liable for rejection.:**

- 1) Particulars of experience for the works successfully executed of similar nature. Similar nature means jobs like :
 - Any work related to Indl.Canteen Service, Cleaning or preparation.
 - o Works like sweeping, cleaning of Canteen floor and toilets
 - o Distribution of Canteen services, lifting and moving of raw and finished material to blocks or identified points or Canteens.
 - o House keeping / cleaning at Industrial Canteens
 - o Other unskilled works like sanitation, digging, material handling or upkeep of gardens at Canteens.
- 2) Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited and valued at Rs 50.00 lakhs or more per annum.
- 3) Average annual financial turn over of the agency during last three years namely in 2006-07, 2007-08 and 2008-09, should be more than 30 % of the estimated cost of this enquiry.
- 4) ESI Code No.
- 5) P. F. Code No.
- 4) Valid Labour Licence (issued by Central / State Government)
- 5) PAN No.
- 6) TIN No:
- 7) Service Tax Registration No.

II Tenders must be submitted in sealed covers addressed to Sr.Manager(HR) CTX, Staff Canteen, BHEL, Ramachandrapuram, Hyderabad 502 032 **OR** Tenders also can be sent by registered post with acknowledgement due (AD) so as to reach Sr.Manager/HR-CTX, Staff Canteen, BHEL, Ramachandrapuram, Hyderabad 502 032 on or before schedule date i.e. 12/01/10 by 14.00 hrs. Tenderer shall write tender notice No. and name of work and address of the tenderer on the sealed cover. In case the agency fails to comply any of the above, the tender will be liable for rejection.

Signature of Tenderer

III. NOTES:

1. Period of contract shall be 12 months .
2. Tenders are on **two - part bid method**.(Techno commercial bid and price bid).
3. Tender documents can be had through BHEL web site <http://www.bhel.com>; cost of documents shall be paid in the shape of DD or Bankers Cheque or Pay Order and enclosed with the tender bid.
4. BHEL reserves the right to reject or cancel the tender at any stage of the tender process without assigning any reasons thereof in the best interest of company.
5. **The agencies are advised to visit the work site to understand the nature of work / quantum of work in its true perspective to avoid any complications in future .**

Signature of Tenderer

ACCEPTING AUTHORITY

TECHNO COMMERCIAL TERMS, CONDITIONS AND SPECIAL INSTRUCTIONS

- 1 The agency shall quote their rate for ONE operation per day, both in figures and in words In case of any difference in words and figures, the amount given in words will be considered for comparison BUT for awarding the work, lower of the two will be taken into consideration which will be binding on the contractor.
- 2 The tenderer should quote the value inclusive of all taxes & duties levied by State and other Government organisations as well as all local authorities as applicable including work contract VAT / Service tax, etc, and are to submit the proper document evidencing the payment of applicable tax based on which BHEL can avail credit other wise payment will be reduced to that extent.
- 3 If the due date of tenders opening is extended because of any reason the agencies who have already submitted tender bids earlier need not submit revised tender. The original tender only will be considered for evaluation.
- 4 The tenderer shall accept all the terms and conditions of the techno commercial bid of the tender document. In case same is not confirmed by the tenderer, the offer will be liable for rejection..
- 5 The tenderer shall not include any additional conditions / alter conditions either in the Techno commercial bid or Price bid.
- 6 The tenderer must visit site and familiarise with the nature of work before submitting the tender.
- 7 The agency shall sign on each page of the tender schedule issued.
- 8 Rates quoted shall be firm throughout the period of the contract.
- 9 Sub contracting is not permitted under any circumstances without written consent of BHEL.
- 10 Contract to be closed in all respects including final measurement recording in M book and submitting the bill within two months from the completion time as mentioned in the tender or Approved date of completion whichever is later.
- 11 Tender shall be finalized on lowest cost to BHEL basis.

Signature of Tenderer

Special Instructions: -

1. All BHEL General Conditions of the Contract shall be applicable.
2. Any statutory increase in the labour wages during the period of execution shall be borne by the agency. The agency shall quote the firm rates considering the possible labour escalation also.
3. The agency should affix his signature at the end of each page of the document.
4. BHEL. reserves the right to spilt and award the work to more than one agency.
5. The contractor should follow all the safety precautions, special conditions of safety attached at annexure I while executing the work.
6. The contractor should NOT engage labour aged less than 18 (eighteen) years age.
7. All the bills of contractors will be cleared by Finance Department subject to production of "Clearance Certificate" by the contractors in respect of compliance of all statutory requirement, issued by I R section of Human Resource Department.
8. Rates quoted shall be firm throughout the period of the contract and **no price escalation** is payable under this contract on any account.
9. The tenderer shall comply with all statutory requirement pertaining to the state or any government agencies or authorities Example, **PF, ESIC, Bonus, Minimum Wages, Workman's compensation & personnel accidents insurance** . The company will not be responsible for any claim made by the workers or government agencies / authorities.
10. Time is the essence of the contract. If agency fails to complete the work with in stipulated time , agency is liable to pay penalty at the rate of 0.50% of the gross value of work for every weeks delay by the agency subject to a maximum of 10% value of the work.
11. BHEL is an ISO 14001 & OHASAS 18001 certificate company and always strives for excellence in HSE management.
12. Agency will also ensure that qualified and experienced site staff are available at all times during working hours in order to ensure proper supervision and to maintain the quality . You should take precaution regarding the safety of labour during the execution of the work, company shall not accept responsibility for the safe keeping of your tools, tackles and materials etc., you will therefore provide and maintain at your own cost locking , watch and ward when and where necessary .
13. **Safety shoe, Uniforms etc:**
Uniform 2 Pair every year, safety shoes, gum boots etc., as per requirement shall be provided by the agency to each worker.

Signature of Tenderer

ISSUING/ACCEPTING AUTHORITY

BHARAT HEAVY ELECTRICALS LIMITED
RAMACHANDRAPURAM : : HYDERABAD-32

TENDER NOTICE

TENDER NOTICE NO. : HY/CTX/CL/2010-11

Sealed Tenders will be received by the Sr.Manager (HR) CTX, Staff Canteen, Bharat Heavy Electricals Ltd., Ramachandrapuram, Hyderabad-32 at his office up to 14.00 hours on 12/01/10 **OR** Tenders also can be sent by registered post with acknowledgement due (AD) so as to reach Sr.Manager/HR-CTX, Staff Canteen, Bharat Heavy Electricals Ltd., Ramachandrapuram, Hyderabad-32 on or before schedule date i.e. 12/01/10 by 14.00 hrs for the work of :

Canteen Upkeep, Service and Assistance - Block Service, Counter service, Cleaning, Washing of canteen Dining Halls, Utensils, Toilets, Wash Basins, Assisting other canteen employees posted on cooking and other allied works.

at Ramachandrapuram, Hyderabad-32, A.P. Tenders will be opened by Bharat Heavy Electricals Limited, Ramachandrapuram, Hyderabad-32 at the specified time, date and place aforementioned. The tenderer or his authorised agent are expected to be present at the time of opening of the tenders. The tender receiving officer will, on opening such tender, attest over writings or corrections, if any, therein in the presence of the tenders who may be present at the time. The tender should be in the form downloaded from our website as aforementioned.

On Tender opening day also the agencies can down load from BHEL web site and submit within the time specified for receipt of tenders.

1. Tenders must be submitted in sealed covers addressed to Sr.Manager (HR) CTX, Staff Canteen, Bharat Heavy Electricals Limited, Ramachandrapuram, Hyderabad – 32, the name of the tenderer and the name of the work being noted on the cover.

Signature of Tenderer

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If the tender is made by a individual, it shall be signed with his name and his full address shall be given, If it is made by firm, it shall be signed with the co partnership name by a member or the firm, who shall also sign his own name and the name and address of each member of the firm shall be given, if the tender is made by a corporation, it shall be signed by a duly authorised officer who shall produce with his tender, satisfactory evidence of his authorisation. Such tendering corporation may be required before the agreement is executed, to furnish evidence of it's corporate existence.

2. Each tenderer must pay as Earnest Money, a sum of **Rs. 2.00 lakhs** only and enclose with his tender the DD or the cash receipt endorsed accordingly. The earnest Money prescribed for this work may be offered in any of the following forms duly pledged to the Sr. Accounts Officer (CASH), B.H.E.L., Ramachandrapuram, Hyderabad-32.

- a) Cash Receipt from B.H.E.L., Cash Office
- b) Bankers cheque or Demand Draft.

The Earnest Money will be refunded to the unsuccessful tenderer after the intimation of rejection of the tender is sent. The Earnest Money will be retained in the case of the successful tenderer and get converted as a part of security Deposit for the due performance of the contract and in either case will not carry any interest. It will be dealt with as provided in the conditions attached to the tender. When a tender is to be accepted, the tender whose tender is under consideration, shall attend the Office of BHEL rep on the dates fixed by written information to him. He shall forthwith upon intimation being given to him by the BHEL rep, of acceptance of his tender, complete the execution of the agreement by signing all documents connected therewith, failure to do so shall entail forfeiture of the Earnest Money Deposit.

Signature of Tenderer

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3. EMD by the Tenderer will be forfeited as per Tender Document if.
 - i) After opening the tender, he revokes his tender.
 - ii) The tenderer does not commence the work as per LOI/Contract. In case the LOI / contract is silent in this regard then within 15 days after award of contract.
4. EMD shall not carry any interest.
5. Tenderers shall peruse carefully the instructions laid in General Conditions of the contract and all other relevant documents before tendering for the work. The approximate quantity of work to be executed under each class is given in Schedule – “A”. the quantities are given with a view to enable form and for a uniform comparison of tenders. It shall be definitely understood that the Bharat Heavy Electricals Limited, does not accept any responsibility for correctness or completeness by commissions, deductions or additions at the discretion of accepting authority.
6. Sr.Manager (HR) CTX reserves the right to reject any tender or part thereof or all the tenders with out assigning any reasons thereof in Company interest.
7. The offer shall be valid for a period of 90 days from the date of opening of the tender.
8. **Security Deposit** should be collected from the successful tenderer. The Rate of Security Deposit will be as below based on the value of the contract :

Upto Rs. 10 lakhs	10%
Above Rs. 10 lakhs upto Rs. 50 lakhs	Rs. 1 lakh + 7.5% of the amount exceeding Rs. 10 lakhs
Above Rs. 50 lakhs	Rs. 4 lakhs + 5% of the amount exceeding Rs. 50 lakhs

The Security Deposit should be deposited before start of the work by the contractor

Signature of Tenderer

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9. Security Deposit may be furnished in any one of the following forms.
- i) Cash (as permissible under the Income Tax Act)
 - ii) Pay Order, Demand Draft in favour of BHEL.
 - iii) Local cheques of scheduled banks, subject to realization.
 - iv) Securities available from Post such as National savings Certificates, Kisan Vikas Patras etc.
 - v) Bank Guarantee from scheduled Banks / Public Financial Institutions as defined in the Companies Act subject to a maximum of 50% of the total security deposit value. The balance 50% has to be remitted either by cash or in the other form of security. The Bank Guarantee format should have the approval of BHEL.
 - vi) Fixed Deposit Receipt issued by scheduled Banks / Public Financial Institutions as defined in the companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharge on the back.
 - vii) Security Deposit can also be recovered at the rate 10% from the running bills. However in such cases at least **50%** of the Security Deposit should be deposited before start of the work and the balance **50%** will be recovered from the running bills.
 - viii) EMD of the successful tenderer shall be converted and adjusted against the security deposit.
 - ix) The security deposit shall not carry any interest.

NOTE: Acceptance of Security Deposit against Sl. No. (iv) and (vi) above will be adjusted to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.

10. Security Deposit shall not be refundable to the contractor except in accordance with the terms of the contract.

The Security deposit will be released along with final bill.

SIGNATURE OF TENDERER

ACCEPTING AUTHORITY

DIRECTIONS TO PARTIES FOR TENDERING

1. Each tenderer must send a certificate of Current Income Tax Clearance from the appropriate Income Tax Authority in the form prescribed therefor. In the case of proprietary firm, it will be necessary to produce the Income Tax Clearance certificate for the proprietor or proprietors and for each of the partners as the case may be.
2. Time shall be considered as the essence of the contract. The rate of progress as mutually agreed to is required to be maintained. Date of commencement of this programme will be as mentioned in the awardal letter. It is likely to be 01/02/2010.
3. **The tenderer should quote specific ‘Percentage rate as above OR below’ on the ONE operation per day estimated rate mentioned in rupees in the attached schedule. Please enter the figure and put tick mark in the correct space. The percentage symbol (%) should be put after the figure mentioned. Also write the quoted percentage in words.** The schedule accompanying the tender shall be written legibly and free from erasures, over writings or corrections of figures. Corrections where unavoidable should be made by crossing out, initialing, dating and rewriting. Any alterations made by the tenderer in the agreement form, the conditions of agreement, the schedule or specifications will NOT be recognised and if any such alterations are made, the tender will be void.

SIGNATURE OF TENDERER

ACCEPTING AUTHORITY

TENDER FOR THE WORK

I/We _____ do hereby tender to execute works of the under mentioned description and in accordance with the conditions noted below in consideration of payment being made for the quantity of work executed at the respective rates specified in the following schedule.

I / We hereby distinctly and expressly declare and acknowledge that before the submission of my / our tender I / We carefully followed the instructions in the tender notice and have read the Andhra Pradesh Standard specification and the clauses of the preliminary specifications and that I /We have made such examination of the contract documents and of the specifications etc., and of the location where the said work is to be done and such investigation of the work required to be done and in regard to the material required to be furnished as to enable me/us thoroughly to understand the intention of same and the requirements, covenants, agreements, stipulations and restrictions contained in the contract and in the said specifications and distinctly agree that I /We will not hereafter make any claim or demand upon the Bharat Heavy Electricals Limited based upon or arising out of the said requirements, covenants, agreements, stipulations, restrictions and conditions I /We, _____ enclose a income tax verifications certificate. I /We _____ have already produced income tax verification certificate during the current calendar year in respect of (here particulars of the previous occasion on which the certificate was produced should be given)

_____.

Signature of Tenderer
Address

TENDERER'S AND CONTRACTOR'S CERTIFICATE

1. I hereby declare that I have perused in detail and examined closely the Andhra Pradesh Standard Specifications and its addenda volume and also BHEL General Conditions of contract. I agree to be bound by and comply with all specifications contained in Andhra Pradesh Standard Specification and General Conditions of contract, for the various items of works specified in the Schedule "A" and the work as a whole.

2. I hereby declare that I shall pay the statutory minimum wages to my workers as applicable from time to time.

I shall also adhere to all the statutory obligations under Contract Labour (Regulation and Abolition) Act 1971 and Rules framed thereunder with subsequent revisions if any.

Date _____

SIGNATURE OF TENDERER

GENERAL TERMS & CONDITIONS

1. The contractor shall comply with the following general terms conditions and special instructions.
2. The contractor shall fully comply with the following enactments as amended from time to time:
 - a. Contract Labour (R&A) Act, 1971.
 - b. Wage Rates not less than that notified by State Labour deptt from time to time.
 - c. Payment of Wages Act.
 - d. ESI Act, 1948.
 - e. EPF Act, 1952.
 - f. Workmen's Compensation Act, 1923.
 - g. Bonus Act, 1965
 - h. The company's instructions as issued from time to time in regard to working hours, wages, leave, holidays etc.
3. The Contractor shall obtain license from the Assistant Labour Commissioner (Central), or appropriate Government if he engages 20 (Twenty) or more workmen only.
4. The contractor shall produce the following Registers and forms before commencement of work, verification by the Executing Officer of the Company.
 - a. Form XIII - Register of workmen employed by contractor (Rule 75).
 - b. Form XIV - Employment card issued by contractor (Rule 76).
 - c. Form XVI - Muster Roll (Rule 78 (1) (a) (i)).
 - d. Form XVII - Register of Wages (Rule 78 (1) (a) (i)).
 - e. Form XVII - Register of wages - cum Muster Roll (in case of weekly payment).
 - f. Form XIX - Wage slip (Rule 78 (b)).
 - g. Form XX - Register of deduction for damages or loss (Rule 78 (1) (a) (ii)).
 - h. Form XXI - Register for fines (Rule 78 (1) (a) (ii)).
 - i. Form XXII - Register of advances (Rule 78 (1) (a) (ii)).
 - j. Form XXIII - Register of overtime (Rule 78 (1) (a) (iii)).
 - k. Form XXIV - Register to be sent by the contractor to licensing officer (Rule 82) (1).

The contractor shall maintain the above neatly, completely and legibly for inspection by various statutory authorities and the Company officials even at short notice.

5. The contractor shall observe
 - (a) Weekly rest day.
 - (b) The company list of holidays

Signature of Tenderer

Contd....2

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6. Contractor shall obtain complete bio-data of the labour, employment certificate and Antecedent verification in the prescribed form for each labour and supervisor engaged by him and shall submit the same to the HR Department (IR Section) through the contract executing officers before commencement of the work.
7. The Entry permits are to be issued to the Contract Labour by Assistant Commandant / CISF (Plant), based on the requisition submitted by Contract Executing Officer and forwarded by Sr.Manager/HR-CTX.
8. Every contractor shall submit a notice regarding commencement and completion, of work in form – VI A&B [Rule 25 (VIII) & 81 (3)] to HR Department, IR section through his contract executing officer, for forwarding the same to State Labour Department.
9. The contractor shall make himself of his representative available at the work spot everyday during execution of work, for effective supervision.
10. The contractor shall attend to all inspections notified / conducted by the Personnel Department, Labour Department, P.F. authorities. Factory Inspectors ESI Inspectors, or any other such authorities under the act.
11. Non – compliance of any provisions under the act/ rule/instructions / guidelines shall make the contractor liable for penal action including termination of contract.
12. Contractor shall furnish in a separate letter his place of residence and postal address. The delivery at the above named place or posting in a Post box regularly maintained by the post and telegraph Department or sending letters registered for acknowledgement of any notice, letter or other communication to the contractor. Change in address shall come into force at any time by an instrument executed by the contractor and delivered to the Company official who has signed the contract.
13. The contractor must satisfy himself by personal study and examination of the drawings / specifications furnished and understand thoroughly the scope of proposed work in detail and all conditions affecting the work before entering into the contract. There shall not be at any time dispute / complaint of any misunderstanding with regard to scope of work and interpretation of specifications or any misunderstanding with regard to nature or omission of the work to be done not shall any application for compensation in terms of time and money shall be accepted by company regarding the above.
14. Contractor shall in his absence keep competent agent constantly on the works and any directions or explanations given by the “Contract Signing Officer” or his rep. to such agent shall be held to have been given to the contractor himself.

Signature of Tenderer

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- 15 Contractor on the advise of company official shall immediately remove any person employed by him, who may in the opinion of the company official is incompetent or misc. conducts himself and such persons shall not be again employed on the works without permission of the company official.
- 16 The contractor shall give all notices required by the acts regulations, bylaws, legal acts and pay all fees in connection therewith unless and otherwise arranged and decided in writing with the company. He shall also ensure that no attachments are made against materials or work forming part of or for the use of the contractor. In all such cases, contractor shall protect and indemnify the company against any liability arising from or based on the violation of any such laws, ordinances, regulations, orders, decrees or attachments either by himself or by his employees.
- 17 It shall be contractor's sole responsibility to protect the public and his employees against accident from any cause and provide required safety equipments and shall indemnify, the company against any claims for damages for injury to the person or property resulting from any such accidents and shall, where the provisions of the workmen's compensation act apply, take steps to properly insure against any claims thereunder.
- 18 In the event of any accident in respect of which compensation may become payable under the Workmen's Compensation Act VIII of 1923 whether by the contractor or by the company as principle employer, it shall be lawful for the company to retain out of monies due and payable to the contractor such sum or sums of money as may, in the opinion of the company shall be final in regard to all matter arising in this clause.
- 19 Contractor shall deploy his labour in the shift specified by the contract executing officer from time to time. The contractor shall comply with all the provisions of the Factories Act and the Rules framed thereunder.
- 20 The contractor shall keep his work place clean and safe to avoid injuries to men and damage to finished products / equipments.
- 21 On the occurrence of an accident, which results in the death of any of the workmen employed by the contractor or which is so serious as to be likely to result in the death of any such workmen, the contractor shall within 24 hours of the happening of such an accident intimate in writing to the official in charge of the work.
- 22 The contractor shall indemnify the company against all losses or damages sustained by the company resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties or dues if any and become payable by the company, as a consequence of failure, the company to give notice under the workmen's compensation act or otherwise confirm to the provisions of the said act in regard to such accident.

Signature of Tenderer

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- 23 The contractor shall ensure adherence to all statutory requirements applicable to BHARAT HEAVY ELECTRICALS LIMITED, RAMACHANDRAPURAM, HYDERABAD-502032.
- 24 The contractor shall ensure abidance by all the labour laws especially including Contact Labour (R & A) Act, Payment of Wages Act, Workmen's Compensation Act, Minimum Wages Act, ESI Act and Provident Fund Act as amended from time to time.
- 25 Not withstanding the above clause, in case of any financial loss incurred by the company on account of contravention of the Provident Fund regulations or any regulations of rule touching the same by the contractor hereby undertakes to indemnify the company to the extent of the loss incurred by the company and the same shall be recovered from the SD and dues/bills payable by BHEL to the Contractor.
- 26 The contractor should engage only those labourers who shall be more than 18 (Eighteen) years of age.
- 27 The contractor shall not resort to sub-contracting under any circumstances. If found at a later date, BHEL reserves the right to take action what ever action it deems fit , including cancellation of the contract.
- 28 Contractor shall issue "Employment Card" as per statute to all the labour and supervisors covered under the job work contract.
- 29 The contractor shall be responsible to settle any grievances of the labour deployed by him.
- 30 Whenever the term "CONTRACTOR" is used, it shall be understood to refer to the particular person, firm or corporation with whom an agreement has been made by the concerned company official for executing the work defined in the concerned agreement and for the purpose of instructions regarding compliance with contract conditions, it shall include the contractor's authorised agents, who are entrusted with the work by contractor.

Signature of Tenderer

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- 31 The quantities mentioned in the agreement schedule are worked out from the relevant drawings in the company and may not be the actuals required for execution. The company does not expressly or by implication agree that the actual amount of the work to be done shall correspond there with, but reserves the right to increase or decrease the quantity of any class or portion of the work as it deems necessary.
- 32 All the works shall be carried out in accordance with the directions and to the satisfaction of the company official in accordance with the drawings, specifications and instructions. Supplementing or explaining the same as may from time to time shall be done by the company official.
- 33 For all modifications, omissions or additions to the approved drawings and specifications, the company shall issue revised plans or written instructions and no modifications, omission or addition shall be made unless at any time before completion of the work.
- 34 The company shall have the privilege of ordering modifications, omissions, or additions at any time before completion of the work.
- 35 All materials, articles, and workmanship shall be the best of their kind for the class of work described in the contract specifications and schedule and materials to be obtained by the contractor shall be from sources approved by the company.
- 36 The company shall have power to reject at any stage, any work which is considered to be defective in quality of materials or workmanship and shall not be debarred from rejecting wrong material by reasons of having previously passed them in an unworked condition. Any portion of the work or materials rejected or pronounced to be inferior or not in accordance with specifications shall be taken down and removed from the work site at the contractor's expenses.
- 37 The decision of the company shall be final and binding on the contractor on all technical questions which may arise in the contract with respect to material, workmanship, removal; of improper work, interpretation of the working drawings, specifications, notes, procedures etc.
- 38 The decision of the "Contract Signing Officer" or any officer deputed by him duly authorised on his behalf, in respect of the rate of progress and the quality of work or material shall be final.
- 39 Contracts shall be deemed to have included in his tender price of all the plant, machinery and appliances required for the purpose of all operations connected to secure a satisfactory quality of work within the opinion of the company will ensure the completion of the work within the time specified.

Signature of Tenderer

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- 40 If at any time, during the progress of work or any part of it such methods or equipment appear to the company official to be insufficient or inappropriate for ensuring the quality of work required or rate of progress, he may order the contractor to increase their efficiency or to improve their quality of work and the contractor shall comply with such order and on failure of which the company may take such action as it deems fit to improve the quality of work or the rate of progress required from the contractor and all such actions taken by the company shall be at the cost and risk of the contractor.
- 41 It is open to the company to lend or supply to the contractor any tools, implement, material and machinery that are needed by the contractor, which in the opinion of the company is essential to improve the quality or progress of work. The contractor shall pay such deposit or charges that may be fixed or determined by the company for any such articles or machinery lent or hired to the contractor.
- 42 The contractor shall conform to the regulations and laws of central / state govt. or any local authority and that of the company with whose system the machinery is supposed to be connected.
- 43 All rubbish as it accumulates shall be removed from the site to the point of disposal as indicated from time to time by the company. If this is not adhered to, the company shall remove the scrap and recover the cost of these operations from the bills of the contractor.
- 44 Any sum due from the contractor on account of tools, stores or any other items provided by the company shall be deducted from the respective bill due to him.
- 45 In case of breach of any of the terms and conditions of the contract, a claim shall be lodged under the bank guarantee with the guarantor at the discretion of the competent authority of the company. On successful completion of the contract to the satisfaction of the company, the bank guarantee shall be released after due claim period.
- 46 In the event of any question or dispute or under this contract, the same shall be referred to a competent Authority in the company for sole arbitration and his decision shall be final and binding on the parties to the contract.
- 47 In case of any suit or other legal proceeding arising under this contract, the courts at Sangareddy (Medak Dist.) A.P only shall have the Jurisdiction.
- 48 The company reserves the right to enter into parallel agreement with one or more contractor at their discretion.
- 49 Disputes, grievances between the contractor and his labour, will have to be settled by the contractor only.

Signature of Tenderer

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- 50 The labour employed by the contractor, if found in abetting any fellow labour or contractors or any BHEL employee, the same shall be considered as an act of indiscipline. Such labourers shall be removed from the services of the contractor, on the advice of BHEL. Further the contractor shall initiate every necessary action in accordance with the relevant Laws, Rules & Regulations and enactments of State and Central Government.
- 51 Wherever, BHEL/COMPANY standards are mentioned, copies of which are enclosed shall be strictly followed.
- 52 Nothing contained in the contract agreement and its conditions shall be deemed to preclude or render inoperative the service of any notice, letter or other communication upon the contractor personally.
- 53 The decision of the “Contracting Signing Officer” shall be final and binding on the contractor on all technical questions which may arise touching the contract with respect to the quality of material, workmanship, removal of improper work, interpretation of the working drawings, specifications, notes, procedures etc.

II) Special Instructions:

1. If an individual makes the tender, it shall be signed with his full name and his address shall be furnished. If it is made by firm, it shall be signed with the co-partnership name by a member of the firm, who shall also sign his own name, also furnish the name and corporation, it shall be signed by a duly authorised officer who shall produce with the tender, satisfactory evidence of his authorisation. Such tendering corporation / firm is required to furnish evidence of its existence along with bid.
2. The EMD will be refunded to the unsuccessful tenderers on application after rejection of the tender is intimated. The earnest money will be retained in the case of the successful tenderers and either of the cases will not carry any interest. It will be dealt with as provided in the conditions attached to the tender.
3. Whenever a tender to be accepted, the tenderer, whose tender is under consideration, shall attend the office of “Officer Inviting the Tender” on the date fixed by written intimation to him. He shall forthwith, upon intimation being given to him by the “Officer Inviting the Tender” for acceptance of his tender, complete the execution of the agreement by signing all documents connected therewith. Failure to do so and not to commence the work within one month from the date of intimation shall entail forfeiture of the earnest money.

Signature of Tenderer

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4. Tenderers shall peruse carefully the instructions and directions to parties in tendering and the conditions of the agreement and all other relevant documents before tendering the rates for the work. The approximate quantity of work to be executed under each class is given in the schedule. The quantities are given with a view to enable tenderer to quote his overall rate for each class of work in the tender form and for an uniform comparison of tenderers. It shall be definitely understood that BHEL does not accept any responsibilities for the correctness or completeness of this schedule and that the schedule is liable to alterations by omission deductions, or additions at the discretion of accepting authority.
5. The tenderer shall keep the offer valid for a period of 90 days from the date of opening of tender. It is being understood that the tender documents have been sold / issued to the tenderer and the tenderer is being permitted to tender in consideration of the stipulation on his part that after submitting the tender, he will not recall his offer or modify the terms and conditions thereof in a manner not acceptable to the "Officer Inviting the Tender". Should the tenderer fail to observe or comply with the foregoing stipulation, the EMD shall be forfeited.
6. Tenderers have to quote their rates in the tender schedule legibly written in figures and words and those not submitted in proper form are liable for rejection.
7. The submission of tender shall be strictly in accordance with the terms and conditions stipulated in this tender notice. No counter conditions will be acceptable or valid.
8. The tenderers must satisfy themselves by personal study and examination of the drawings / specifications furnished and understand thoroughly the scope of proposed work in detail and all conditions affecting the work before entering into the contract. There shall not at any time after submission of the tender be raised any dispute/ complaint of any nature regarding the scope of work and interpretation of specifications or any misunderstanding with regard to nature or omission of the work to be done nor shall any application for compensation in terms of time and money be accepted by BHEL in regard to the above.
9. Contractor shall be deemed to have included in his tender price of all the plant, machinery, all taxes, duties applicable and appliance required for the purpose of all operations connected with the work embraced under the contract to secure a satisfactory quality of work and rate of progress which in the opinion of the "Contract Signing Officer" will ensure the completion of the work within the time specified.
10. **ALL THE BIDDERS HAS TO ACCEPT FOR PARTICIPATION OF THE REVERSE AUCTION PROCEDURE FOR FINALISING THE TENDERS (AT BHEL's DISCRETION).**

Signature of Tenderer

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11. The contractor has to produce the bank guarantee in the prescribed proforma valid for the contract period for a value calculated at the rates mentioned towards security deposit. The claim period under the guarantee shall be valid for six months after expiry of the contract.
12. This is a time bound contract for period mentioned, and does not envisage any escalation of price.
13. The rates quoted by the contractor shall be firm for the contract period. There shall be no revision in contract rates due to increase in any statutory levies during the period of the contract and this increase shall be absorbed by the contractor himself in full.
14. In case the L1 tenderer quotes rates that are less than the prevailing statutory rates, it is understood that the contractor is responsible for total implementation of all statutory requirements like PF, ESI, Bonus etc and nothing devolves on BHEL and to that extent the contractor undertakes the same.
15. A penalty of 0.5 % per day subject to maximum of 10 % of the contract value shall be recovered from the contractor in case of any delay on the part of the contractor for commencement of work everyday.

SIG. OF TENDERER

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ANNEXURE - C

CONTRACTOR'S OBLIGATIONS

- I) CONTRACTURAL:
- 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 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. Whenever necessary, the cap shall be integral part of the uniform.

Signature of Tenderer

- 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 equipment's 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, equipment's 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 mentioned in the contract to his employees for carrying out the job.

II) 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 Labour (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 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 disbursements. These records need to be preserved for a period of at 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 PRFC.
- 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.

Signature of Tenderer

- 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 etc. and take third party risk insurance coverage at his own cost. BHEL shall not be responsible for any loss, damage, and pilferage of 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.
- 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 authorities 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.

Signature of Tenderer

ACCEPTING AUTHORITY

ANNEXURE-D

GENERAL TERMS & CONDITIONS

- 1) BHEL shall have the privity of the contract with the contractor only and will give instructions to the contractor or his authorized representatives. 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.
- 2) The contractor shall maintain regular contact with the designated employee(s) of BHEL and interact on matters relating to the work awarded under this contract.
- 3) 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.
- 4) The contractor shall deposit the specified amount as security with BHEL in the form of pay order / bank guarantee / FDI 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. This 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.
- 5) The decision of BHEL regarding interpretation of any terms and conditions set forth in this agreement shall be final and binding on the contractor.
- 6) Any matter arising out of or in connection with the agreement shall be under jurisdiction of Sanga Reddy Court.
- 7) 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.
- 8) The contract will commence on the date mentioned in the awardal letter and will remain valid for a period of TWELVE MONTHS.

Signature of Tenderer

- 9) 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 Hyderabad in India. The Award to be given by the Arbitration shall be speaking award. All questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of Sanga Reddy Courts.

Signature of Tenderer

ACCEPTING AUTHORITY

Guidelines and statutory payments for submitting tenders for
Canteen Service as per existing instructions.

Daily wage rate effective from 1/4/09 is shown below :

U S W : Rs. 166.18 per day Inclusive of weekly off apart
from the above Rs.38.65 per day has to be paid to the
contract work force by the Contractor and it is to be
included in the Daily wage rates. However, this amount
does not qualify for any other benefits.

i) Leaves and Holidays

12 days paid public holidays per year as per BHEL holidays list
18 paid leaves per year, to be paid at the rate of 1.5 days per month

ii) P F and E S I contributions wages

PF @ 13.61 % and ESI @ 4.75 % of basic
wages should be contributed by the contractor on
above daily wages.

iii) Payment of Bonus under Bonus Act 1965 and as amended from time to time is to be complied in all respects.

NOTE : The above are indicative only and it shall be the sole responsibility of the Contractor to ensure that all statutory conditions as applicable from time to time are implemented in letter and spirit.

Signature of Tenderer

ACCEPTING AUTHORITY

Note:

1. The quantities are shown above are approximate and liable for variation.
2. All BHEL General Conditions of the Contract shall be applicable.
3. Any statutory increase in the labour wages during the period of execution shall be borne by the agency. The agency shall quote the rates considering the possible labour escalation also.
4. The agency should **affix his signature at the end of each page of the document with Rubber Seal**
5. The rates quoted shall be finished items of work including all lifts, leads and other incidental charges, inclusive of all taxes and duties mentioned in the General Conditions of the Contract, unless otherwise specified.
6. The department reserves the right to spilt and ward the work to more than one agency.
7. The contractor should follow all the safety precautions while executing the work.
8. The contractor or his authorised representative shall be always present at the work site.
9. The contractor shall submit the daily progress report to the Executing Officer.
10. The contractor should NOT engage any labour aged below 18 (eighteen) years.
11. All the bills of contractors will be cleared by Finance Department subject to production of "Clearance Certificate" by the contractors in respect of compliance of all statutory requirement, issued by I R section of Human Resource Department.
12. All the materials brought inside are to be entered at CISF gates and supplied to site by contractor for using in works.

SIGNATURE OF TENDERER

ACCEPTING AUTHORITY.