



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

BHE: RU: HR: Canteen: 2015-17:

Dated -06.02.2015

M/s _____

Open Tender Notice No. BHE: RU: HR: Canteen Services /2015-17

Sealed tenders are invited from specialized agencies / experienced parties having **PF and ESI registration, and license under FSS Act, 2006** 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 **Rs 4.00 lakh+5% of the amount exceeding Rs 50.00 Lakh 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 adequate 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 overall L-1 monthly charges payable on overall L-1 basis as per scope of work for the quantity of Meals : 250 Nos. per day x 26 days, Snacks : 500 Nos. per dayx26 days, Tea : 500 nos. per dayx26 days, and special lunch : 50 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 **03.03.2015, 3.00 PM**” should be submitted by **03.03.2015, 2.00 PM** to “**Sr. Executive(HR), BHEL-CFP, Rudrapur, Kichha Bypass Road (Near FCI godown), Rudrapur, U. S. Nagar, U.K.-263153**” . Tenders received after 03.03.2015, 2.00PM shall not be entertained. Price Bid of technically qualified parties will be opened on a later date.

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

(Himanshu Martolia)
Sr. Executive (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/-** 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 (License under FSS Act, 2006)

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:

| Sl. 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:

| Sl. 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 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)
 - a) Details of taxes & duties etc.:_____
 - b) Acceptance of “Scope of work & terms and conditions of the contract” to be attached. Yes/ No

c) Acceptance of e- payment: Yes / No.

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

d) Confirmation for adherence to tender submission procedure: Yes/ No.

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

(Signature of the party)

Seal

Party Name & Address:

Mobile No:

E-Mail Address:

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 (dry) |
| b) | Rice cooked Sharbati Basmati | 100 grams (dry) |
| c) | Dal fried (vegetable oil) according to weekly menu | 100 gms. (dry) |
| d) | Vegetable, according to weekly menu | 100 gms. (dry) |
| e) | Salad (onion, tomato, mooli, kheera, seasonal) | 25 gms. |
| f) | Mix Achar Tops/Kissan (Oct- March) | 10 gms. |
| g) | Lemon (half piece) (Apr- Sept) | 10 gms. |
| h) | Sweet Kheer (only on Saturday) | 100 gms |
| I) | Raita (only Monday, Wednesday & Friday) | 50 gms. |
| j) | Paneer Sabzi (only on Saturday)- atleast two pieces of paneer | 100 gms |

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. (dry) |
| b) | Rice basmati dehardoon 100 grams cooked (Fried or plain as desired) | 100 grams(dry) |
| c) | Vegetable dry good quality | 50 gms. (dry) |
| d) | Vegetable curry good quality | 100 gms. (dry) |
| e) | Dal special fry | 100 gms. (dry) |
| 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 Tops/Kissan (Oct- March) | 10 gms. |
| j) | Lemon (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, Mathri, Kachorie, Biscuit, Namkeen, Samosa,) any one only. | 50 gms. |
|----|---|---------|

4. Tea each cup (100 ml.): Rs. _____ per cup including services charges (one kg. milk to be used for 20 cups tea)

The rate should be inclusive of all taxes and duties.

NOTE: The material should be of good quality and conform to the standards established by the law.

(Signature of the party)

Seal

Party Name & Address:

Mobile No:

E-Mail Address:

**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. The contractor should prepare and serve snacks, tea and coffee breakfast, lunch and dinner etc as per the menu and at quoted rate. The contractor should supply standard quality of tea/coffee, snacks and food items.
2. 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. 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. 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, especially spur, cured, if served shall be rejected outright. **An authorized personnel of BHEL shall have such adulterated/ rotten or poor quality raw material or items cooked out of such items, destroyed on the spot without any compensation whatsoever.**
5. The contractor should use good quality of oil, rice, ata, besan, vegetable, pulses, spices, tea, coffee, bread, butter etc while preparing various products in the canteen.
6. 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. 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. The contractor should neither allow consumption nor keep alcohol/ other intoxicating preparation in the canteen.
9. 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 personnel.
10. Cooking shall be done in hygienic condition by properly trained cooks and services shall be done by presentable well mannered and trained bearers.
11. 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. The contractor should be responsible for maintaining proper cleanliness in and around the canteen and also of its utensils and rockeries.
13. 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. 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. 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 upto 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 upto mark spite warning and imposition of penalty to the contractor, the contract can be terminated by the BHEL by engaging other agency on the risk and cost of the contractor.
16. 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. 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. The contractor should operate the canteen to serve the food items at specified place and time. 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 |

As per requirement, the timings and places may be changed/added/deleted by BHEL.

19. 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. 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.

21. 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.

22. 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.
23. The balance quantity of each item after distribution of lunch, tea, snacks etc. will be taken back by contractor. BHEL will not pay for such items
24. 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.
25. 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.
26. 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 arranges insurance at his own expense.
27. BHEL shall have the right to stop the work or impose the penalty on the following conditions also:
- a. Any discrepancy noticed in the operation of contract, may lead to immediate termination of contract.
 - b. A penalty up to Rs. 5000.00 may be imposed on contractor in case of non supply and service of food etc. on any day.
28. 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.

29. The contractor will keep insured their workman against accident etc. during the currency of contract.
30. The contractor shall maintain the stock of raw materials for meals/ snacks etc. so as to ensure un-interrupted services.
31. The raw materials used for the preparations will be as under:
 - I. Cooking oil: Sunflower/ Nature Fresh/ Fortune/ Saffola/ Dhara
 - II. Atta (wheat flour): Ashirvad/ Nature Fresh/ Shakti Bhog/ Annapurna/
 - III. Masale: Catch/ MDH
 - IV. Tea: Tata/ Red Label
 - V. Besan: Rajdhani/ Shaktibhog
 - VI. Salt: Tata/ Ashirvad
 - VII. Rice: Sharbati Basmati & Dehradon Basmati
 - VIII. 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.)**
 - IX. Seasonal Vegetable/ Potato (non-sweet)/ **(Note : No seasonal vegetable should be repeated in a week)**
 - X. Achar: Tops/ 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 - 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 within **30 days** after submission of complete & correct bill with all concerned & necessary documents.

II. Consumption of material will be verified by Security 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(dry) |
| b) | Rice cooked Sharbati Basmati | 100 grams(dry) |
| c) | Dal fried (vegetable oil) according to weekly menu | 100 gms. (dry) |
| d) | Vegetable, according to weekly menu | 100 gms. (dry) |
| e) | Salad (onion, tomato, mooli, kheera, seasonal) | 25 gms. |
| f) | Mix Achar Tops/Kissan (Oct- March) | 10 gms. |
| g) | Lemon (half piece) (Apr- Sept) | 10 gms. |
| h) | Sweet Kheer (only on Saturday) | 100 gms |
| l) | Raita (only Monday, Wednesday & Friday) | 50 gms. |
| j) | Paneer Sabzi (only on Saturday)- atleast two pieces of paneer | 100 gms |

(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. (dry) |
| b) | Rice basmati dehardoon 100 grams cooked (Fried or plain as desired) | 100 grams(dry) |
| c) | Vegetable dry good quality | 50 gms. (dry) |
| d) | Vegetable curry good quality | 100 gms. (dry) |
| e) | Dal special fry | 100 gms. (dry) |
| 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 (onion, tomato, mooli, gajar, kheera etc. | 20 gms. |
| i) | Mix Achar Tops/Kissan (Oct- March) | 10 gms. |
| j) | Lemon (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, Mathri, Kachorie, Biscuit, Namkeen, Samosa) | 50 gms. |
|----|---|---------|

4. Tea each cup (100 ml.): Rs..... Per cup including services charges (one kg. milk to be used for 20 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. **However, the number of workers should be enough to give the output of acceptable quality at fixed time without making them work for hours more than stipulated by statutory provisions. The payment shall be made to the workers according to the grade and rate fixed by labour department.**
- 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 equipment.

- 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 PF/ESI/ Bonus/Gratuity/retrenchment compensation etc.
- n. Contractor shall provide to his employees all tools, tackles and equipment's and maintains 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 as mentioned in the contract to his employees for carrying out the job.

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 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. Contractor has to pay the wages on or before the 7th day of the month. It shall not be delayed on the pretext of payment delay from BHEL/ financial problem/ any other reason. **Failure to disburse wages within the stipulated date may attract tough actions, including penalty from BHEL.** 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. Contractor must facilitate the Transfer/ withdrawal/ loan requirement of the worker by filling correct information and processing the application on time.
- e. Contractor shall ensure payment of ESI contribution under ESI Act, 1948 and provide ESI membership No. /card of each employee. **Contractor to ensure that new ESI no. is not generated, if the worker already has ESI no.** In any case the worker must not have more than one ESI no. **Contractor, to ensure that their workers have ESI biometric card and must support them in getting medical/claim benefit from ESI.**
- 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 at least one day before the payment of wages.**
- 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 nonpayment/ 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. The contractor will be required to compulsory make the contributions upto the statutory wage ceiling.
- 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. Contractor will be required to take personal accident policy for the workers deployed at BHEL Rudrapur.
- 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 to obtain license under CL(R&A) Act, 1970.

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 EMD for this contract is **Rs. 20,000/- & Security deposit shall be as per works policy (Above Rs. 50 Lakhs: 4 Lakhs+5% of the amount exceeding Rs. 50 Lakhs)** 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 01 year 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.

BHARAT HEAVY ELECTRICALS LIMITED, COMPONENT FABRICATION PLANT, RUDRAPUR
Phone No: 05944-257272, and 265