



B H A R A T H E A V Y E L E C T R I C A L S L I M I T E D
RAMACHANDRAPURAM : : HYDERABAD – 502032

HR- CANTEENS

TELEGRAM: BHARATELEC, TELEPHONE NO. 040-23183739 & 23182122

TENDER NOTICE NO. HY/CTX/CL/2012-13

DATED: 31.05.2012

1. Name of work : “Upkeep of Canteens and Maintenance of Catering Services”
2. Earnest Money Deposit : Rs.2 lakhs
3. Approximate value of work (Exclusive of Service Tax) : Rs. 180.198 lakhs
4. Time of Completion : 12 Months (01.7.2012 to 30.6.2013)
5. Maintenance period : Nil
6. Last date for receipt of tender : **15.06.2012 up to 11.00 hrs**
7. Opening of tenders : **15.06.2012 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

RAMACHANDRAPURAM : : HYDERABAD – 32.

TENDER DOCUMENTS

INDEX

1. Tendering process
2. **Techno Commercial bid:-**
 - a. Tender Notice
 - b. Techno Commercial Terms, General Terms & Conditions and Special Instructions.
 - c. Tenderer's Certificate/ declarations
3. **PRICE BID** : Quantities See separate document attached in the Schedules- A,B & C and tenderer should quote all the three schedules(3) called for under A,B, & C in the absence of which tender will be summarily rejected as tender will be evaluated on overall price for all three(3) schedules put together.

Signature of Tenderer

ISSUING OFFICER

TENDERING PROCESS

- A. Tender process will be under TWO part bidding system.
1. Techno-commercial bid (Technical bid)
 2. Price bid
- B. **Tender Opening:** Technical bids will be opened on the date & time specified for opening of the bids. After scrutiny and acceptance of the technical bids only, Price bid of qualified party will be opened. The date of conducting Reverse Auction intimated separately after scrutiny of technical bids along with which Reverse Auction rules will be intimated.
- 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 bid and Price bid must be in separate covers and super scribed as "Technical Bid" and "Price Bid" separately with Tender Notice No. & NIT No. written on the covers. Tenders received in mixed condition, i.e., with price and technical bids/ open price bids in same envelope will be rejected.
- F. Every page of the technical and price bid document should be signed by the tenderer at the bottom of the page.
- G. After downloading the tender documents from our web site (www.bhel.com), the tenderer shall pay Rs. 1000/- by Demand Draft (DD in favour of BHEL,R.C.Puram,Hyderabad-32) or by depositing cash in the BHEL cash office as cost of tender documents and enclose the DD or cash receipt with his technical bid. EMD for work should be deposited by separate DD (in favour of BHEL, R.C.Puram, Hyderabad-32) and shall also be enclosed along with the technical bid. Bids submitted without EMD will be rejected.
- H. Put all documents in a sealed envelope and address it to Senior Manager/Purchase Co-ordination, Vendor Complex Building, BHEL Ramachandrapuram, Hyderabad – 502 032, (AP) **by 11.00 hrs on 15th June, 2012**. On top of the envelope indicate that the application is being submitted for **“Upkeep of Canteens and Maintenance of Catering Services”** with Tender Notice No. & Date & also indicate the NIT No. mentioned in the advertisement. The bid is to be sent preferably by Registered Post or Speed post within the specified date and time. The same may also be sent through a representative of the Company for dropping in the box kept in the Vendor Complex behind Administration Building. Tenders received after due date and time are treated as ‘Late Tenders’ and will not be considered for opening of bids.
- I. Opening of tenders will be done on **15th June-2012 at 14.30 hrs**. Interested vendors may witness the opening of Tenders on **15th June-2012 at 14.30 hrs** at the Vendor Complex. Amendments if any will be published on the BHEL website only. Vendors are requested to refer the BHEL website from time to time (till the last date announced).

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.

Signature of Tenderer

TECHNO COMMERCIAL BID
Tender Notice

Sealed bids are invited from eligible bidders for the works mentioned below

Name of the Tenderer :

Nature of work : **“Upkeep of Canteens and Maintenance of Catering Services”**

Any work related to Industrial Canteen Service only –viz;
Assisting in Preparation of food items, Distribution of breakfast
to different work centres, Lunch/Dinner services, Cleaning of
Canteen floor, Tables, Plates and other canteen utensils, House
keeping / Cleaning of Toilets at Industrial Canteens. Other
unskilled nature of works related to canteens.

1) Tender Notice no & date: **HY/CTX/CL/2012-13** **DATED: 31.05.2012**

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)

5) E.S.I Code NO. (copy of Code No. allotment letter to be enclosed)

6) PAN NO.

7) TIN NO:

8) Service Tax Registration No

NOTE:

1. In case valid proof in support of any of the items mentioned above is NOT enclosed then the tender will be rejected summarily. In case of PF & ESI, if the tenderer do not have PF & ESI codes the same are to be obtained before start of work, tenderer has to submit an undertaking to this effect, along with the bid.
2. Technical bids will be scrutinised on the same day. In case the agency has not satisfied any of 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, bids shall be submitted in the name of the firm. However in case of sole proprietor or individuals the same can be submitted on the name of the sole proprietor or individual.
4. In case of contractors already working with BHEL, though some of the above documents are available with BHEL, they also should submit a copy of the required documents.
5. All the columns in technical and price bid 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

ACCEPTING AUTHORITY

TECHNO COMMERCIAL TERMS, GENERAL TERMS & CONDITIONS AND SPECIAL INSTRUCTIONS

1. **Scope of Work**: Detailed Scope of work as mentioned in price bid document (Schedule A,B & C).
2. **Pre qualification Criteria**: The following conditions have to be satisfied by the tenderer, with documentary proof to be enclosed with bid. In case the agency fails to enclose the following documentary proof with tender, the tender will be liable for rejection.

Particulars of experience for the works successfully completed / executed of similar nature. Similar nature means jobs like: Any work related to Industrial Canteen Service only –viz; Assisting in Preparation of food items, Distribution of breakfast to different work centres, Lunch/Dinner services, Cleaning of Canteen floor, Tables, Plates and other canteen utensils, House keeping / Cleaning of Toilets at Industrial Canteens. Other unskilled nature of works related to canteens.

Experience as detailed below:-

S.No	Description
2.	Experience of having successfully completed/Executed similar works during last 7 years ending last day of month previous to the one in which applications are invited, should be either of the following:-
a)	Three similar completed /Executed works costing not less than the amount equal to 35% of the estimated cost
b)	Two similar completed / Executed works costing not less than the amount equal to 40% of the estimated cost.
c)	One similar completed / Executed works costing not less than the amount equal to 60% of the estimated cost.
	<u>Work Order / certificate of Successful completion/Executed work to be submitted</u>

- 3) Average annual financial turnover of the agency during last three years namely in 2009-10, 2010-11 and 2011-12, should be at least more than 30 % of the estimated cost of this enquiry. Copies of audited balance sheet for the above mentioned period to be submitted.
- 4) ESI Code No.
- 5) P. F. Code No.
- 6) PAN No.
- 7) TIN No:
- 8) Service Tax Registration No.

NOTES:

1. 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

2. **Earnest Money Deposit**: Each tenderer must pay an Earnest Money Deposit for a sum of **Rs. 2,00,000/- Two Lakhs** only and proof of the same to be enclosed along with his tender. EMD can be paid in the following forms:-

- a) Cash Receipt (to be paid in B.H.E.L., Cash Office, RC Puram)
- b) Demand Draft.(In favor of BHEL RC Puram, Hyderabad)

The Earnest Money will be refunded to the unsuccessful bidders after a period of 15 days of acceptance of work by successful tenderer. The Earnest Money Deposit will be retained in the case of the successful tenderer and converted as a part of security Deposit for the due performance of the contract, EMD / SD will not carry any interest. When a tender is to be accepted, the tender whose tender is under consideration, shall attend the Office of BHEL representative 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.

EMD of 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.

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,B & C”. 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.

3. **Validity of offer** : The offer shall be valid for a period of **90 days** from the date of opening of the tender.

SIGNATURE OF TENDERER

ACCEPTING AUTHORITY

4. Security Deposit: Security Deposit will be collected from the successful tenderer. The rate of Security Deposit will be as below based on the value of the contract.

Up to Rs. 10 lakhs	10%
Above Rs. 10 lakhs up to 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

Minimum of 50% of Security Deposit is to be deposited before entry in to agreement for Work by the Contractor.

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 favor of BHEL,R.C.Puram,Hyd-32
- 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 schedules 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 favor 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.

The Security deposit will be refunded / released after **One Month** of completion of contract period, subject to fulfillment of all statutory requirements.

SIGNATURE OF TENDERER

ACCEPTING AUTHORITY

5. **Price:**
- i. 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.
 - ii. **The tenderer should quote specific amount in lump sum in the Price Bid Sheet against schedule A, B & C quantities i.e. 110 Units / USW Man Days per day for 302 Working Days (One Unit / USW Man Day = 8 USW Man Hours).** ‘The schedule accompanying the tender shall be written legibly and free from errors, over writings or corrections of figures. Corrections where unavoidable should be made by crossing out, initiating, 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.
 - iii. Rates quoted shall be firm throughout the period of the contract and **no price escalation** is payable under this contract on any account. 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.
 - iv. 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.
6. **Bid Evaluation Criteria:** Tender shall be finalized on lowest cost to BHEL basis.
7. **Payment Terms:** Bills of the contractor shall be paid once in month for the services rendered. 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 requirements, issued by I R section of Human Resource Department
8. **Taxes and Duties:** Tenderer shall quote prices inclusive of all taxes and duties, except service tax. Service Tax will be paid separately along with the bill as per the prevailing statutory rates from time to time.
9. **Tax Deduction at source (TDS):** TDS will be deducted at source while making payment and certificate will be issued at the end of financial year.
10. **Completion Time:** The contract will commence on the date mentioned in the awardal letter and will remain valid for a period of **TWELVE MONTHS (01.7.2012 to 30.06.2013).**
11. **Liquidated Damages:** Time is the essence of the contract. If agency fails to complete the work within 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.

SIGNATURE OF TENDERER

ACCEPTING AUTHORITY

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 Regional Labour Commissioner (Central) as well as wage rates notified by BHEL R.C.Puram.
 - c. Payment of Wages Act.
 - d. ESI Act, 1948.
 - e. EPF Act, 1952.
 - f. Employee'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 Regional / Assistant Labour Commissioner (Central), or appropriate Government if he engages Twenty (20) 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 off
 - (b) The Company list of holidays
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.

Signature of Tenderer

7. The Entry permits are to be issued to the Contract Labour by Assistant Commandant / CISF (Plant), based on the requisition submitted to Contract Executing Officer and forwarded by Sr.Manager / HR-CTX.
8. 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. Contractor shall obtain a Licence under Contract Labour (Regulation and Abolition) Act.1970 to deploy contract labour immediately after award of contract.
10. The Contractor shall make himself his representative available at the work spot everyday during execution of work, for effective supervision.
11. The Contractor shall attend to all inspections notified / conducted by the HR/IR Department, Labour Department, P.F. authorities, Factory Inspectors, ESI Inspectors or any other such authorities under the act.
12. Non – compliance of any provisions under the act/ rule/instructions / guidelines shall make the Contractor liable for penal action including termination of contract.
13. 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.
14. The Contractor must satisfy himself by personal study and examination and understanding 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.
15. 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.
16. Contractor on the advice of Company official shall immediately remove any person employed by him, who may in the opinion of the Company official is incompetent or misconducts himself and such persons shall not be again employed on the works without permission of the Company official.

Signature of Tenderer

17. The Contractor shall give all notices required under various regulations, bylaws, legal acts and pay all fees in connection therewith unless and otherwise arranged and decided in writing with the Company. 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.
18. 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 employee's compensation act apply, take steps to properly insure against any claims there under.
19. In the event of any accident in respect of which compensation may become payable under the Employees Compensation Act - 1923 whether by the Contractor or by the Company as principal 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.
20. 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 there under.
21. The Contractor shall keep his work place clean and safe to avoid injuries to men and damage to finished products / equipment's.
22. 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.
23. 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 Employee's compensation act or otherwise confirm to the provisions of the said act in regard to such accident.
24. The Contractor shall ensure adherence to all statutory requirements applicable to BHARAT HEAVY ELECTRICALS LIMITED, RAMACHANDRAPURAM, HYDERABAD-502032. Especially labour laws like Contract Labour (R & A) Act, Payment of Wages Act, Employees Compensation Act, Minimum Wages Act, ESI Act and Provident Fund Act Bonus Act, as amended from time to time. The Company will not be responsible for any claim made by the workers or government agencies

Signature of Tenderer

25. Notwithstanding 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 whatever 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.
31. The quantities mentioned in the agreement schedule are worked out based on tentative requirement. 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 officials.
33. BHEL is an ISO 14001 & OHASAS 18001 certificate Company and always strives for excellence in HSE management. Contracts are required to follow the instructions issued by company from time to time.
34. Agency will also ensure that qualified and experienced site staff is 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.

Signature of Tenderer

35. The Company shall have the privilege of ordering modifications, omissions, or additions at any time before completion of the work.
36. 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.
37. The Company shall have power to reject at any stage, any work which is considered to be defective in quality of materials of 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.
38. 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.
39. 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.
40. Contracts shall be deemed to have included in his tender price of all the plant. Machinery an appliance 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.
41. 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.
42. 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.
43. 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.

Signature of Tenderer

44. 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.
45. 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.
46. In case of any suit or other legal proceeding arising under this contract, the court at Sangareddy (Medak Dist.) A.P only shall have the Jurisdiction.
47. The Company reserves the right to enter into parallel agreement with one or more Contractor at their discretion.
48. Disputes, grievances between the Contractor and his labour, will have to be settled by the Contractor only.
49. 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.
50. Wherever, BHEL/COMPANY standards are mentioned, copies of which are enclosed shall be strictly followed.
51. 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.
52. 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.
53. Contract to be closed in all respects including final measurement recording in Measurement 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.
54. BHEL reserves the right to split and award the work to more than one agency

Signature of Tenderer

55. 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.
56. 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
57. 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
58. 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

CONTRACTOR'S OBLIGATIONS

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 equipment's.
- 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 statutory or otherwise.
- p) Contractor shall provide material at his cost mentioned in the contract to his employees for carrying out the job.

Prevailing Rate of Wages and other statutory Payments applicable in BHEL as on Day to be paid to the workmen deployed to carry out the work by Contractor

- i) Wage rates as on date i.e. 01/04/2012 is shown below:
U S W : Rs. 350.65 per day Inclusive of weekly off
- ii) Leaves and Holidays
- Holidays applicable to BHEL shall be paid holidays for the workmen engaged by contractor.
 - One day of earned leave shall be provided for every 20 days worked, for this purpose, weekly off and holidays will be counted as working days.
- iii) 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.
- iv) Bonus @ 20% on Rs.3500.00 per month.
- v) Safety shoe, Uniforms etc: Uniform 2 pair during the period of contract, safety shoes, gum boots, Catering Cap, Hand gloves, Nose masks etc., as per requirement shall be provided by the agency to each worker.

The Contractor's are advised to quote the rates considering all statutory payments and also future increases in DA/Wage rate to contract work force. The contract will be on firm price basis and BHEL will not pay any escalation charges during the contract period.

Signature of Tenderer

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 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,B & C" and the work as a whole.
2. I hereby declare that I shall pay the wages as per BHEL consolidated wages to my workers as applicable from time to time.
3. 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