



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2023/B/3916400  
Dated/दिनांक : 05-09-2023

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	15-09-2023 16:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	15-09-2023 16:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Heavy Industries And Public Enterprises
Department Name/विभाग का नाम	Department Of Heavy Industry
Organisation Name/संगठन का नाम	Bharat Heavy Electricals Limited (bhel)
Office Name/कार्यालय का नाम	Boiler Auxiliaries Plant Ranipet
Item Category/मद केटेगरी	Custom Bid for Services - Outsourcing of Canteen operations through manpower deployment 42 Manpower
Contract Period/अनुबंध अवधि	1 Year(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	31 Lakh (s)
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
ITC available to buyer/क्रेता के लिए उपलब्ध आईटीसी	Yes

<b>Bid Details/बिड विवरण</b>	
<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	2 Days
<b>Floor Price/न्यूनतम मूल्य</b>	This bid has been created/published with floor price(minimum value) selected by the Buyer. Service Providers are advised to quote above the minimum floor value.
<b>Estimated Bid Value/अनुमानित बिड मूल्य</b>	10284284.52
<b>Payment Timelines</b>	Payments shall be made to the Seller within <b>45</b> days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation

#### **EMD Detail/ईएमडी विवरण**

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	211856

#### **ePBG Detail/ईपीबीजी विवरण**

Required/आवश्यकता	No
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(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

#### **Beneficiary/लाभार्थी :**

Deputy Manager  
Boiler Auxiliaries Plant Ranipet, Department of Heavy Industry, Bharat Heavy Electricals Limited (BHEL), Ministry of Heavy Industries and Public Enterprises  
(Devjyoti Sen)

#### **Splitting/विभाजन**

Bid splitting not applied./बोली विभाजन लागू नहीं किया गया

#### **MII Compliance/एमआईआई अनुपालन**

1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
5. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -
  1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
  2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
  3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

**Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा****Instruction To Bidder:**[1693897979.pdf](#)**Pre Qualification Criteria ( PQC ) etc if any required:**[1693897987.pdf](#)**Scope of Work:**[1693897994.pdf](#)**Special Terms and Conditions (STC) of the Contract:**[1693898004.pdf](#)**Service Level Agreement (SLA):**[1693898011.pdf](#)**Payment Terms:**[1693898024.pdf](#)**Penalties:**[1693898028.pdf](#)**Quantifiable Specification / Standards of The Service/ BOQ:**[1693898033.pdf](#)**GEM Availability Report ( GAR):**[1693898042.pdf](#)**Any other Documents As per Specific Requirement of Buyer -1:**[1693898052.pdf](#)**Any other Documents As per Specific Requirement of Buyer -2:**[1693898056.pdf](#)**Custom Bid For Services - Outsourcing Of Canteen Operations Through Manpower Deployment 42 Manpower ( 1 )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Outsourcing of Canteen operations through manpower deployment 42 Manpower
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
<b>Addon(s)/एडऑन</b>	

**Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details**

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट
100%	NA

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़****Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement/अतिरिक्त आवश्यकता
1	Venugopal Thirugnanasambandam	632406,INDIRA GANDHI INDUSTRIAL COMPLEX BOILER AUXILIARIES PLANT RANIPET	1	N/A

**Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें****1. Generic**

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

**Disclaimer/अस्वीकरण**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---



Bharat Heavy Electricals Limited  
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Boiler Auxiliaries Plant  
Ranipet-632406

**Ref No. S012300015**

### **PAYMENT TERMS**

Bills for the previous month shall be submitted by vendor latest upto 7<sup>th</sup> day of current month to enable timely billing & payment.

Monthly post payment shall be paid through NEFT / RTGS payment within a 45 days for MSE bidders, 60 days for Medium category bidders and 90 days for NONMSE bidders from the submission of clear invoice to the contractor after duly submitting Tax invoice in triplicate and necessary statutory documents (Wages, PF, ESI) by the contractor and certification from concerned Engineer In-charge. (As per BOQ).

The rates quoted should include all taxes, levies, duties, cess etc., and no extra payment will be made other than the quoted value. The proof of remittance of GST is to be submitted along with subsequent bill. The price is firm throughout the contract period of period of one year except statutory variation on GST and statutory payments.

### **PVC CLAUSE:**

To avoid uncertainty in the contract, PVC clause for wages is incorporated as below.

Any increase in Dearness Allowance / Basic wages in minimum wages declared by TN Government, during the period of Contract, will be reimbursed by BHEL on production of proper evidence for the actual workers deployed.

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**LIQUIDATED DAMAGES (LD) / PENALTY TERMS**

During the contract period, for any shortage in supply of Manpower, penalty will be levied @INR 1000/- per worker per shift in addition to deduction of wage & service charge of corresponding shift per employee. In case, the contractor failed to deploy the required manpower for any shift, BHEL will outsourced the service including procurement of food and same will recovered from the contractor. If the contractor delays the work and to impose the PENALTY / LD at the rate of ½ % of the contract value per week of delay or part thereof subject to a ceiling of 10% of contract value.

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**CHECK LIST**

(to be filled by Bidder)

<b>S No</b>	<b>Description</b>	<b>To be filled by bidder</b>
1	Name of the Tenderer	
2	Address for Communication	
3	Email Cell Phone Fax	
4	Whether the firm is individual firm or Sole proprietorship firm or partnership firm or Hindu undivided Family or association of persons or Private Limited company or Public Limited company or any other please specify	
5	Whether the contractor has registered his workmen under employees State Insurance Act. If so, the Registration No./ Enrolment Number may be furnished. (Photo copy is to be enclosed)	
6	PAN no and documentary proof (Photo copy has to be enclosed)	
7	The GST heads under which the enlisting person registered with GST Authorities and copy of GST registration certificate has to be enclosed.	
8	Whether the contractor has registered his workmen under Employees Provident Fund and Miscellaneous Provisions Act. (Photo copy is to be enclosed)	
9	Applicable GST quoted Note: Please refer clause no.12 (page no. 2) of Special conditions of contract regarding GST.	Central tax@ _____% State tax @ _____% Integrated tax@ _____% Union territory tax@ _____%
10	EMD Details	
11	MSE Details (if applicable) (along with Udhyaam registration certificate)	
12	Start-up Details (if applicable) (Certificate from Department for Promotion of Industry & Internal Trade)	
13	SAC Code (Mandatory)	

**SIGNATURE OF THE TENDERER WITH SEAL**



**DECLARATION**

I/We M/s. ....  
have read and clearly understood all the Terms and conditions in Tender Schedule (**BHEL Ref Tender no S012300015 dtd 05.09.2023**) and accordingly accept the same without any deviation what so ever.

- I/ We unconditionally agree to all the tender conditions and no new conditions are imposed by us in the technical / price bid. I understand in the event of imposing any condition in the technical / price bid, such condition would be ignored by BHEL and only the prices will be considered for the purpose of evaluation”
- I/ We confirm that none of our group concern or affiliates etc., appears on the list of banned firms / companies by BHEL (list available on [www.bhel.com](http://www.bhel.com)) nor any of the Director / Partner / proprietor of bidder / such group concern or affiliate etc. are involved with such company.
- I/ We also declare that, we have not been suspended or black listed or issued with Show Cause Notice by BHEL- Ranipet or any other BHEL Unit.
- I/ We confirm that other than us, none of our group concerns or affiliates etc. are participating in the tender either directly or indirectly through any other agency under same proprietor /common director(s) / common partner(s).
- I/ We confirm that if any of the above statement / information furnished by us in this tender is found to be false/ fake at any stage of tender evaluation or during execution of contract, BHEL will have the right to initiate appropriate action including legal proceeds / termination of contract, recovery of damages, penalties etc. as deemed fit.



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**Ref No. S012300015**

**Instructions to Bidder**

1. Earnest Money Deposit (EMD) amount of **INR 2,11,856/- (INR Two Lakh Eleven Thousand Eight Hundred Fifty-Six Only)**, must be accompanied with the tender in the form of:
  - a) Demand Draft (DD) drawn from any nationalized bank in favour of "BHEL, Ranipet" payable at Ranipet (or) SBI, Mukundarayapuram (code 7013).
  - b) Fixed Deposit Receipt issued by scheduled banks/ Public Financial Institutions as defined in the company's act. FDR should be in the name of the contractor, a/c BHEL.

**[MSE (Micro/Small) bidders and all start-ups recognized by Department for Promotion of Industry & Internal Trade are exempted from EMD submission]**

Note: If bidder is paying EMD through Demand Draft or Fixed Deposit Receipt (FDR), original copy to be sent to the following address before due date of tender opening:

**Dy. Manager / WCM DEPARTMENT,  
ENGG. BUILDING – GROUND FLOOR (WEST SIDE),  
BHARAT HEAVY ELECTRICALS LIMITED,  
RANIPET, Ranipet DISTRICT,  
TAMIL NADU– 632 406.**

Also scanned copy of EMD to be submitted along with the technical bid.

- c) Pay online (SBI Collect)
  - i. Visit <https://www.onlinesbi.com/sbicollect/icollecthome.htm>
  - ii. Click "Proceed" button
  - iii. Select "Tamilnadu" in the drop down menu under "State of Corporate/Institution".
  - iv. Select "PSU-PUBLIC SECTOR UNDERTAKING" in the next drop down menu under "Type of Corporate/Institution"
  - v. Click "Go" button
  - vi. Select "BHEL BAP RANIPET" in the drop down menu under "PSU-PUBLIC SECTOR UNDERTAKING".
  - vii. Click "Submit" Button
  - viii. Select "EMD" in the drop down menu under "Select Payment Category"
  - ix. Now Fill in the required details and ensure correctness of data filled. Ensure that you are entering correct enquiry/tender number and other details correctly.
  - x. Make payment for EMD as required in tender after entering the details and enclose copy of receipt along with tender documents.

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d) Bidders can pay EMD through online on below account:

NAME OF BANK	<b>STATE BANK OF INDIA</b>
BANK BRANCH ADDRESS	<b>STATE BANK OF INDIA BHEL PROJECT BRANCH MUKUNDARAYA PURAM BHEL TOWNSHIP RANIPET-632406</b>
ACCOUNT NO	<b>10664849171</b>
MICR CODE	<b>632002003</b>
IFSC CODE	<b>SBIN007013</b>
SWIFT CODE	<b>SBININBB450</b>

2. The Earnest Money Deposited by the successful tenderer will be retained towards security deposit for the due fulfilment of the contract.
3. In the case of unsuccessful tenderers, the earnest money will be refunded normally within 15 days of acceptance of award of work by the successful tenderer.
4. "No interest shall be payable by BHEL on Earnest Money or Security Deposit, if applicable, or any money due to the contractor by BHEL".
5. **Bidders have to submit their offers through GeM portal only.**
6. "BHEL shall have the right to recover any money due from the contractor from any money due to the contractor under this contract or any other contract or from the security deposit".
7. The Bharat Heavy Electricals Limited, reserves the right to reject any or all the tenders received or accept any tender or part thereof without assigning any reason there for.
8. Should a tenderer or a contractor has a relative or in the case of a firm or company of contractors, any of its shareholders or shareholder's relative, employed in Bharat Heavy Electricals Limited, the authority inviting tenders shall be informed of this fact at the time of submission of the offer, failing which the offer may be disqualified or if such fact subsequently come to light, the contract may be cancelled.
9. BHEL employees and their dependents are NOT eligible to submit their offer against this contract. Even if they submit out of ignorance, the offer shall be disqualified.
10. If the contractor deliberately, gives wrong information in his tender or creates conditions favourable for the acceptance of his tender, Bharat heavy Electricals Limited reserves the right to reject such tender at any stage.
11. Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.

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12. The tender documents must be signed physically / digitally by Director / Partner of the Firm or by the person holding the Power of Attorney on behalf of the Firm concerned. In the latter case, a copy of Power of Attorney, duly attested by a Notary Public must accompany the tender.
13. The tender schedule, and the tender shall be deemed to form an integral part of the contract to be entered into for this work.
14. Tender can be cancelled at any stage due to unavoidable circumstances.
15. The evaluation currency for this tender shall be INR.
16. Multiple Bids: -  
The bidder in his own interest shall submit only one id. If a bidder submits multiple bids, all the bids are liable for rejection. Bids shall be considered "Multiple" in the following circumstances:
  - a) Two bids by the same party
  - b) If one bidder is the affiliate of another bidder.For the purpose of this clause "Affiliate" shall mean with respect to any person, any other person that directly or indirectly, controls, is controlled by, or is under direct or indirect common control with, such person, or is a director/ member/ office/ employee of such person or of any person who would otherwise qualify as an affiliate of such person pursuant to this definition.  
"Person" for the purposes of this definition shall mean any natural person, individual, corporation, limited partnership, co-operative, general partnership, joint stock company, joint venture, association, company, trust bank, trust company, land trust, business trust, corporate body or other organization, whether or not a legal entity.
17. Offers of the Contractors/Suppliers, against whom, any unit of BHEL had initiated process for "Suspension of Business Dealings" or already done will summarily be rejected.
18. If at any stage, the document(s) submitted by contractor is/are found incorrect/ false/ manipulated, the necessary action will be taken by BHEL against contractor as per the "Guidelines for suspension of Business dealings".
19. **Suspension of Business dealings with Suppliers:**  
Any supplier against whom action has been initiated under "suspension of business dealings with suppliers" are not qualified to participate in this tender. Before submitting offer, prospective bidders are advised to visit our web-site [www.bhel.com](http://www.bhel.com) / supplier registration to familiarize themselves with BHEL's policy and procedures of Suspension of Business Dealings with Suppliers. Submission of offer shall be deemed to be evidence of the Bidder to have read and understood the above said policy.
20. **Treatment of Banned / Under-performing Vendors:**  
Any supplier who has been put on "Hold" or "Banned" from having business dealings with BHEL, Ranipet or any other unit of BHEL shall not submit their offer against this tender. If any such offers are received they would be summarily rejected and sent

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- back. During the processing of tender, if any unit of BHEL puts a supplier on “Ban” then further processing of the offer will not be taken up and in case an order is placed, BHEL, Ranipet may resort at their discretion to cancel the PO either fully or partially.
21. In quoting the rates, the tenderers are advised to take into account of all the factors including any fluctuations in the market rates etc. No claim shall be entertained on this account after acceptance of the tender or during the currency of the contract.
22. **QUOTING:** The tenderer should quote the total lump sum price for 02 skilled manpower, 07 Semi-Skilled Manpower and 33 unskilled manpower for 26 working days for 12 months’ time period. Bidder has to take care of contractor margin while quoting. **In GeM, total lump sum price to be quoted inclusive of GST.**
23. Since tender will be floated in GeM portal, all Terms and Conditions pertaining to bidding and determination of L1 as per GeM shall be followed.
24. The following points shall be taken note while quoting the rates:

- a) **The rate quoted shall be firm throughout the period of contract and extended contract period also. No cost escalation is allowed on any account**
- b) **The following 42nos. of manpower shall be provided for each shift: -**

SHIFTS	WORKING HOURS	MANPOWER			
		COOK (SSW)	ASST COOK (USW)	SERVICE (USW)	TOTAL MANPOWER
First Shift	06.00 hrs to 14.00 hrs	3	4	8	15
First Shift	07.30 hrs to 15.30 hrs			9	9
Second Shift	14.00 hrs to 22.00 hrs	2	2		4
Second Shift	15.00 hrs to 23.00 hrs			8	8
Third Shift	22.00hrs to 06.00hrs	2	2		4
Supervisor SW (Coming on Shifts)					2
<b>TOTAL MANPOWER</b>					<b>42</b>

SEMI-SKILLED WORKERS = 07 NOS AND UNSKILLED WORKERS = 33 NOS.

\*The Skilled persons 02 nos. will be coming on shifts and act as a shift supervisor.

- c. **Apart from ESI coverage, Group Personal Accidental Insurance policy covering all employees to be provided by the vendor under this contract for the following:**
- a) **In the event of death or permanent disability resulting from loss of both limbs Rs.10.00 Lakhs (Rupees Ten Lakhs).**
- b) **In the event of other permanent disability Rs.7.00 Lakhs (Rupees Seven lakhs)**
- Accordingly, bidder has to quote the service charges.**
- d. **The first payment will be released after submission of GPA Insurance Policy copy to executing agency.**
- e. **Moreover, being fixed manpower contract, price bids will be opened through e-Price bid mode in GeM instead of reverse auction.**
- f. **Contractor should not claim for any variation in quantity. At the end of completion, the contract may be extended on mutual agreement.**

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25. The rates quoted in the tender shall remain valid for a period of three months from the date of technical bid opening for acceptance by BHEL. No unsolicited revision in the tender offer shall be entertained after opening of tenders and till expiry of the validity period.
26. Any deviation to this tender terms & conditions and schedules of this tender will lead to total rejection of the offer submitted.
27. If a tenderer withdraws his offer after submission or after acceptance, fails to engage sufficient manpower in accordance with the instructions of the AGM & Head/HR, the earnest money deposited by him will be forfeited and acceptance of his tender will be withdrawn.
28. The Tenders shall closely pursue all the clauses, specifications and drawings indicated in the tender documents before quoting. Should the bidder have any doubt the meanings of any portion of the tender specification or find discrepancies or omission in the drawings or the tender documents issued are in complete or shall require clarification on any of the technical aspect, scope of work etc., he shall at once contact the authority inviting the tender for clarification before the submission of the tender.
29. Before tendering, the bidders are advised to inspect the site of work and the environments and be well acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour. No claim will be entertained later, on the ground of lack of knowledge.
30. In the event of expiry or in capacitance of a tenderer after submission of the tender, BHEL may at their discretion cancel their offer/quotation.
31. The tenderers can visit BHEL on working days during office working hours for any clarifications before submitting their offer.
32. **The price bid shall be evaluated as a package. The contract will be finalized based on the overall LOWEST value and will be awarded to single bidder only.**
33. BHEL reserves the right to reject any tender on the basis of unsatisfactory performance of the bidder in any ongoing job or any similar job in the past.
34. Possession of PF registration number is not mandatory. However, the successful tenderer has to register with PF authorities and furnish the registration number before first Running Account Bill.
35. Incomplete offers shall become liable for rejection.
36. EMD by the tenderer will be forfeited if
  - (i) After opening the tender, the tenderer revokes his tender within the validity period or increases his earlier quoted rates,
  - (ii) The tenderer does not commence the work within the period as per LOI/Contract. In case the LOI/ Contract is silent in this regard then within 15 days after award of contract.
37. All entries in the tender documents should be in one ink. Erasures and over-writings are not permitted. All correspondences and insertions should be duly signed by the

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tenderers concerned. Tenderer has to put sign and seal at the bottom right side in all the pages of tender documents.

38. The tenderer should fill and sign the "checklist of this Tender document" which forms part of the technical bid.
39. Conditional tenders, tender containing absurd rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in acceptance with the tender conditions laid down by the Accepting Officer, are liable for rejection.
40. If a tenderer expires after submission of his offer, the Bharat Heavy Electricals Ltd, may be at their discretion to reject such offer.
41. BHEL reserves the right to negotiate with L1 bidder.
42. Tenderers shall not increase their quoted rates in case BHEL negotiate for reduction of rates, such negotiations shall not amount to cancellation or withdrawn of the original offer and the rates originally quoted shall be binding on the tenderers for a period of three months from the date of opening of tenders.
43. The tenderer should be present if called for negotiation. In case, the tenderer's authorized person is attending the negotiation such person should have the authorization letter and he should be capable of taking spot decisions.
44. **MSE/Start-up CLAUSE:** - MSE/ Start-up bidders can avail the intended benefits only if they submit attested copies of UDYAM Certificate {MSE (Micro/Small) bidders} or Start-up certificate recognized by Department for Promotion of Industry & Internal Trade (Start-up bidders), along with the offer. Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening.
45. The Successful Tenderer shall agree to the following conditions:  
Contractor shall indemnify and keep indemnified BHEL, its other contractors and/or sub-contractors and its/their employees from all actions, proceedings, suits, claims, demands, liabilities, damages, losses, costs, charges, expenses judgments and fines arising out of or in the course of, or caused by the execution of work under the Contract or other obligations hereunder directly or indirectly associated herewith which may arise due to:
  - i) breach of law by the Contractor, or any of its sub-contractor, or any of their respective employees.
  - ii) negligence or wilful default by the Contractor, or any of its sub-contractor, or any of their respective employees.
  - iii) failure by Contractor to proceed with Project in accordance with the determinations, instructions and clarifications of Company pending disagreement, dispute, protest, request for arbitration/ court proceedings
  - iv) loss of property or death of any employee of BHEL or of its other contractors/ sub-contractors.The above shall be without prejudice to any other remedy that may be available to BHEL whether as per law, contract, equity or otherwise. The quantum of work/ nature of work to be carried out by the hired crane will be decided by BHEL from time to time and the availability of the combination of work.

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46. Discrepancy in “words “& “Figures “:
- If, in the price structure quoted for the required goods/services/works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
  - If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
  - If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
  - If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
47. The tenderers are requested to bear in mind the entire operations involved, and the conditions during currency of the contract, and request for rate revision of any kind will not be entertained.
48. BHEL will not be bound by any Power of Attorney granted by the tenderer or on their behalf or changes in the composition of the firm made subsequent to the execution of the contract. They may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.
49. The general and special conditions of contract are complementary to each other and where there is a conflict, the special conditions shall prevail. In regard to matters not covered by the General or Special Conditions of Contract, those contained in the specifications approved by BHEL shall apply.
50. The “GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS AND SPECIAL CONDITIONS OF CONTRACT” shall be deemed to form an integral part of contract for the work to be entered into.
51. If a ring formation is suspected, BHEL may reject all offers or retender or call new sources who have not been contacted or responded against this tender.
52. BHEL reserves the right to accept or reject the lowest or any other tender or accept or reject any part of such tender without assigning any reasons therefor.
53. All the information as called for in the various clauses and annexure of tender specification should be furnished. The details so furnished should be complete in all respects and as per the formats prescribed in the Tender specification (Statutory requirement of Contract). The bidder may have to produce original documents for verification, if so decided by BHEL.
54. Offers received with any deviation or without relevant information are liable to be rejected.
55. The price quoted for this tender must be inclusive of all taxes and duties and GST.
56. **AGREEMENT:** The tenderer after award of work by BHEL through letter of intent shall execute an agreement in the form and the manner as specified by BHEL on non-judicial

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stamp paper of value not less than Rs.100.00. The cost of stamp paper will be borne by contractor.

57. **STAMPING THE AGREEMENT:** The expenses of completing and stamping the agreement are borne by the contractor.
58. For any tender related clarifications contact 04172-284014/284101. Email Id: [djsen@bhel.in](mailto:djsen@bhel.in) and [gowthaman@bhel.in](mailto:gowthaman@bhel.in).
59. For scope of work /BOQ related queries contact 04172-284062/284944. Email Id: [sdeena@bhel.in](mailto:sdeena@bhel.in) and [kanagaraj@bhel.in](mailto:kanagaraj@bhel.in).
60. **WCM is arranging this contract as a nodal agency. Execution of work, Bill Certification, Bill passing, Payment, Penalty, Contract closing etc., is the responsibility of end user.**

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**SCOPE OF WORK & FREQUENCY OF WORK AND AREA**

**1. Name of Work:** Providing Manpower for Canteen Operations -Cooking and Service of Food and Beverages for Boiler Auxiliaries Plant Unit of Bharat Heavy Electricals Limited located at Ranipet, Tamil Nadu- 632 406.

**2. Nature Of Work:**

**A. SHIFT OPERATION / MANPOWER ACTIVITIES AND STRENGTH**

<b>DETAILS OF CANTEEN WORKERS REQUIREMENT</b>				
Particulars	USW	SSW	SW	TOTAL
Engaged	33	7	2	42

**Breakup of Man power deployed statement (SSW) - Cook**

Shift Operation	Man Power	Activities	STRENGTH
22.00 hrs to 06.00 hrs	2	Preparation-Breakfast & Beverages	700 to 800
06.00 hrs to 14.00 hrs	3	Preparation-Lunch & Beverages	800 to 900
14.00 hrs to 22.00 hrs	2	Preparation-Dinner & Beverages	400 to 500
<b>Total Cook (SSW)</b>	<b>7</b>		-

**Breakup of Man power deployed statement (USW)-Assitant Cook (AC)**

Shift Operation	Man Power	Activities	STRENGTH
22.00 hrs to 06.00 hrs	2	Preparation-Breakfast & Beverages	700 to 800
06.00 hrs to 14.00 hrs	4	Preparation-Lunch & Beverages	800 to 900
14.00 hrs to 22.00 hrs	2	Preparation-Dinner & Beverages	400 to 500
<b>Total AC (USW)</b>	<b>8</b>		

**Breakup of Man power deployed statement (USW)-Service**

Shift Operation	Man Power	Activities	STRENGTH
06.00 hrs to 14.00 hrs	8	Service-Breakfast/Beverages&Veg Cutting	700 to 800
07.30 hrs to 15.30 hrs	9	Service-Lunch at Main &Admin Canteen & Beverages inside factory and township	800 to 900
15.00 hrs to 23.00 hrs	8	Service-Dinner & BeveragesBeverages inside factory and township	400 to 500
<b>Total Service(USW)</b>	<b>25</b>		

**Note: USW=Un-skilled Worker**

**SSW=Semi-skilled Worker**

**SW- Skilled Worker**

**The Skilled persons 02 nos. will be coming on shifts and act as a shift supervisor.**

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**B. BHEL:BAP:CANTEEN MENU**

DAYWISE	BREAKFAST	LUNCH / DINNER	BEVERAGES (TEA & MILK)	
MONDAY	DOSA	RICE	9.30-9.40	GINGER TEA
	PONGAL	SAMBAR- DRUMSTICK+BRINJAL	14.45-14.55	NORMAL TEA
	PEPPER VADA	PORIYAL- POTATO	17.30-1740	GINGER TEA
	CHUTNEY- FG DAL	THUVAIYAL ( CHUTNEY )	22.45-22.55	MILK ONLY
	KADAPA KURMA	RASAM /BUTTER MILK /APPALAM		
	Beverages (TEA)			
TUESDAY	IDLI	RICE	9.30-9.40	NORMAL TEA
	PONGAL	SAMBAR- RADISH / LADIES FINGER KARAKULUMBU/PULLIKULUMBU	14.45-14.55	NORMAL TEA
	MASALA VADA	KEERAI	17.30-1740	NORMAL TEA
	CHUTNEY- FG DAL	PICKLE- LIME	22.45-22.55	MILK ONLY
	BRINJAL KOSTHU	RASAM		
	Beverages (TEA)			
WEDNESDAY	DOSA	RICE	9.30-9.40	CARDAMOM TEA
	WHEAT - UPMA/KICHADI	MORE KOLUMBU/ SAMBAR	14.45-14.55	NORMAL TEA
	BONDA PEPPER	PORIYAL-PLAINTAIN GREEN/ SNAKE GUARD/CABBAGE	17.30-1740	CARDAMOM TEA
	CHUTNEY- GROUND NUT	PICKLE- TOMATO	22.45-22.55	MILK ONLY
	SAMBAR	RASAM /BUTTER MILK /APPALAM		
	Beverages (TEA)			
THURSDAY	IDLI	RICE	9.30-9.40	NORMAL TEA
	PONGAL	SAMBAR- CARROT+BEANS+AVARAI	14.45-14.55	NORMAL TEA
	ONION VADA	PORIYAL-BEETROOT/ CARROT/AVIYAL	17.30-1740	NORMAL TEA
	CHUTNEY- FG DAL	PICKLE- TAMARIND	22.45-22.55	MILK ONLY
	KADAPA KORMA	RASAM /BUTTER MILK /APPALAM		
	Beverages (TEA)			
FRIDAY	DOSA	RICE	9.30-9.40	GINGER TEA
	PONGAL	SAMBAR-MANGO+DRUM STICK	14.45-14.55	NORMAL TEA
	MASALA VADA	PORIYAL- CABBAGE/ MIXED VEG	17.30-1740	GINGER TEA
	CHUTNEY- FG DAL	PICKLE- GOOSEBERRY	22.45-22.55	MILK ONLY
	BRINJAL KOSTHU	RASAM /BUTTER MILK /APPALAM		
	Beverages (TEA)			
SATURDAY	IDLI	RICE	9.30-9.40	CARDAMOM TEA
	SOOJI = KICHADI / UPUMA	KARAKULUMBU/PULLIKULUMBU(BITTERGUARD)	14.45-14.55	NORMAL TEA
	BONDA	KEERAI / KOOTU-CHOW CHOW/ PORIYAL	17.30-1740	CARDAMOM TEA
	CHUTNEY- GROUNDNUT	THUVAIYAL ( CHUTNEY )	22.45-22.55	MILK ONLY
	SAMBAR	RASAM /BUTTER MILK /APPALAM		
	Beverages (TEA)			

**\* NOTE : THE ABOVE MENTIONED MENU MAY BE CHANGED AS PER AVAILABILITY OF VEGETABLES IN THE MARKET & SEASON**

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**C. CANTEEN SERVICE TIMINGS**

ACTIVITIES	TIMINGS	VENUE
BREAKFAST	06.30 HRS TO 07.00 HRS	MAIN CANTEEN
TEA SERVICE	09.40 HRS TO 09.50 HRS	FACTORY PREMISES,TOWNSHIP AND YARDS
LUNCH	12.00 HRS TO 12.30 HRS	MAIN CANTEEN
LUNCH	13.00 HRS TO 13.30 HRS	ADMIN CANTEEN
TEA SERVICE	14.45 HRS TO 14.55 HRS	FACTORY PREMISES,TOWNSHIP AND YARDS
TEA SERVICE	17.30 HRS TO 17.40 HRS	FACTORY PREMISES,TOWNSHIP AND YARDS
DINNER	08.00 HRS TO 08.30 HRS	MAIN CANTEEN
MILK SERVICE	22.45 HRS TO 22.55 HRS	FACTORY PREMISES

**D. REQUIRED MANDAYS FOR THIS CONTRACT**

SL.NO	CATOGERY	NO OF MANDAYS		
		PER DAY	PER MONTH	PER ANNUM
1	UN-SKILLED WORKER	33	858	10296
2	SEMI-SKILLED WORKER	7	182	2184
3	SKILLED WORKER	2	52	624
<b>TOTAL NO OF MANDAYS</b>		<b>42</b>	<b>1092</b>	<b>13104</b>

**NOTE:**

- For All Factory Working Days canteen shall be operated at 'MAIN CANTEEN AND ADMINISTRATIVE BUILDING CANTEEN (other than Sundays and National Holidays as declared by BHEL-Ranipet).
- "The Scope of work shall be include all activities, incidental or ancillary to those specified herein".
- BHEL will provide all the required Kitchen equipments, Cooking materials (Rice,Oils and Groceries etc ). Water,Electricity LPG, Machinery etc.. and Transportation for service which are necessary for the above scope of work.
- CONTRACTOR has to provide all the Personal Protective equipments like safety shoes, cloves, Apron, service caps etc. and Uniforms.

The Bidder shall be make note of this below mentioned points, before submitting their bids.

The rate quoted shall be firm throughout the period of contract.

- The following no. of manpower shall be provided for each shift (THREE Shifts Per Day)

SHIFTS	WORKING HOURS	MANPOWER			
		COOK (SSW)	ASST COOK (USW)	SERVICE (USW)	TOTAL MANPOWER
First Shift	06.00 hrs to 14.00 hrs	3	4	8	15
First Shift	07.30 hrs to 15.30 hrs			9	9
Second Shift	14.00 hrs to 22.00 hrs	2	2		4
Second Shift	15.00 hrs to 23.00 hrs			8	8
Third Shift	22.00hrs to 06.00hrs	2	2		4
Supervisor SW (Each Coming on assigned Shifts)					2
<b>TOTAL MANPOWER</b>					<b>42</b>

**SEMI-SKILLED WORKERS = 07 NOS AND UNSKILLED WORKERS = 33 NOS.**

**\*The Skilled persons 02 nos. will be coming on shifts and act as a shift supervisor.**

- THREE shifts per day. Shift timings may change depends upon our requirement. Prior intimation will be given to the contractor one day in advance.
  - For every shift, separate manpower to be provided.

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- b) For any shortage in supply of manpower penalty will be levied @ Rs.1000/- (One thousand only) per worker per shift.
  - c) In the event of stoppage of canteen services, the workers will be engaged in other areas.
  - d) In case of non –operation of the shift, one-day prior intimation will be given to the contractor and such cases, no payment will be made to the contractor.
  - e) Contractor or his Supervisor has to be coordinate daily with BHEL for accessing the day to day job requirement.
  - f) All statutory requirements of works contract to be met with.
- Contractor should not claim for any variation in quantity. At the end of completion, the contract may be extended on mutual agreement.

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**General Conditions of Contract**

1. **DEFINITION:** -

In these General Conditions of Contract, the following terms shall have the meaning hereby assigned to them, except where the context otherwise requires: -

- a) The "Contract" means, the documents forming the tender and acceptance thereof, together with all the documents referred to therein including general and special conditions to contract. All these documents as applicable taken together shall be deemed to form one contract and shall be complementary to one another.
- b) The "Work" means, the work described in the tender documents in individual work-orders as may be issued from time to time to the contractor by the officer-in charge with in the power conferred upon him including all notified or additional items of works and obligations to be carried out as required for the performance of contract.
- c) The "Contractor" means, the individual firm or company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the persons composing the firm or company or the successors of the form or company and the permitted assigns of such individual or firm or company.
- d) "The officer-in charge" means, the office deputed by the AGM & Head/HR to supervise the work or part of the work.
- e) "Approved" and "Directed" means, the approval or direction of AGM & Head/HR, or person deputed by him for the particular purposes.
- f) "BHARAT HEAVY ELECTRICAL LIMITED" (herein after referred to as BHEL) shall mean the Board of Directors, Chairman, Executive Director, General Manager or other administrative office of the sad company including AGM & Head/HR authorized to invite tenders and enter into contract for works on behalf of the company.
- g) The "Contract sum" means, the sum accepted or the sun calculated in accordance with the prices accepted in tender and / or the contract rates as payable to the contractor for the execution of work during the currency of the contract.
- h) A "week" means, seven days, without regard to the number of hours worked or not worked in ay day in that week.
- i) A "day" means, the day of 24 hours (Twenty-Four) irrespective of the number of hours worked or not worked in that day.
- j) A "working day" means, any day other than that prescribed by the NEGOTIABLE INSTRUMENTS ACT as being a holiday, and consists of the number of hours of labour as commonly recognized by good employers in the trade in the district where the work is carried out or as laid down in the BHEL regulation.

We hereby accepted above  
(signature & seal of bidder)



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2. **HEADING TO THE CONTRACT CONDITIONS:** -

The heading to these conditions shall not affect the interpretations thereof.

3. **WORK TO BE CARRIED OUT:** -

The contract shall, include all labour, materials, tools, plant, equipment and transport which may be required for the execution of work. The contractor will be deemed to have satisfied himself as to the nature of the site, local facilities of access and all matters affecting the execution of work. No extra charges consequent on any misunderstanding in these respects or otherwise will be allowed.

4. **DEVIATIONS:** -

The contractor shall not carry out any work not covered by schedule except in the pursuance of the written instructions of AGM/WCM. No such work shall be valid unless the same has been specifically confirmed and accepted by the BHEL in writing and incorporated in the contract.

5. **OCTROI AND OTHER DUTIES:** -

All charges on account of octroi terminal or sales tax or other duties on materials obtained for the work shall be borne by the contractor.

6. **PLANT AND EQUIPMENT:** -

The contractor shall at his own expense, supply all tools, plant and equipment (herein after referred to as T&P) required for the execution of the contract.

7. **ASSIGNMENT OF TRANSFER OF CONTRACT:** -

The contractor shall not without the prior written approval of the BHEL, assign or transfer the contract or any part thereof, or any share, or interest thereon to any other persons. No sum of money which may become payable under the contract shall be payable to any person, other than the contractor unless the prior written approval of the BHEL to the assignment or transfer of such money is given.

8. **SUB-CONTRACT:** -

The contractor shall not sub-let any portion of the contract without the prior written approval of the BHEL.

9. **COMPLIANCE TO REGULATIONS AND BYE-LAWS:** -

The contractor shall confirm to the provisions of any statute relating to the work and regulations and bye-laws of any local authority. The contractor shall be bound to give all notices required by statute regulations or by-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

10. **SECURITY DEPOSIT:** -

SECURITY DEPOSIT shall be collected from the successful tenderer. The total amount of security deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.

Mode of Deposit:

- a) Cash (as permissible under the extant Income Tax Act).

We hereby accepted above  
(signature & seal of bidder)



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- b) Local Cheque of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.
- c) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- d) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).
- e) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).

(Note: 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).

At least 50% of the required Security Deposit, including the EMD, should be collected before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.

If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.

The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of the authority competent to award the work.

EMD of the successful tenderer will be converted and adjusted against security deposit.

EMD and security deposit shall not carry any interest.

11. Security deposit shall be refunded only after successful completion of the contract to BHEL's satisfaction and presents an absolute "No Demand Certificate" in the prescribed form and returns properties belonging to BHEL handed over, lent or hired by him for carrying out the said works, Security Deposit will be released to the Contractor after deducting all cost of expenses or other amounts that are to be paid to BHEL under this or other contracts entered into with the Contractor. It may be noted that in no case the Security Deposit shall be refunded/released prior to passing of final bill.
12. Should a tenderer or a contractor has a relative or in the case of a firm or company of contractors, any of its shareholders or shareholder's relative, employed in Bharat

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Heavy Electricals Ltd, the authority inviting tenders shall be informed of this fact at the time of submission of the offer, failing which the offer may be disqualified or if such fact subsequently come to light, the contract may be cancelled.

13. BHEL shall not be responsible for any loss of securities, due to liquidation for any other reasons, what-so-ever or any depreciation in the value of the securities while in their charge or for any loss of interest there on.
14. All compensation or other sums of money payable by the Contractor to BHEL under the terms of this contract or under any other contract with BHEL may be deducted from the Security Deposit or realised by the sale of the securities or from the interest arising therefrom or from any sums which may be due or may become due to the contractor by BHEL and in the event of this Security Deposit being deducted by reason of such deductions or sale, as aforesaid, the Contractor shall within 7 days thereafter, make good in cash or in securities endorsed as aforesaid, any sum by which the Security Deposit has been reduced.
15. **ORDERS UNDER THE CONTRACT:** -  
All orders, notices etc. to be given under the contract shall be in writing, type-script or printed and if sent by registered post to the address given in the tender of the contract, shall be deemed to have been served on the date, when in the ordinary course they would have been delivered to him.
16. **CONTRACTOR'S SUPERVISION:** -  
The contractor shall either himself supervise the execution of the contract or shall appoint a complement agent acceptable to the AGM & Head/HR to act in his stead. Orders given to the contractor's agent shall be considered to have the same force as if they have been given to the contractor himself. The contractor or his accredited agent shall attend when required without making any claim for doing so, either the office of the AGM & Head/HR or the OFFICE-IN CHARGE, to received instructions.
17. The AGM & Head/HR shall have full powers and without assigning any reason, required the contractor to immediately cease to employ in connection with this contract, any agent, servant or employee where continued employment is in his opinion undesirable. The contractor shall not be allowed any compensation on this account.
18. **LABOUR:** -
  - a. The contractor shall remain liable for the payment of all wages or other moneys to his work people or employees under the payment of wages act 1936, Employees Liability Act 1938, Workmen Compensation Act 1923 or any other Act or enactment, relating thereto and rules framed, thereunder from time to time.
  - b. Contractor shall be responsible for making payment of wages within 7days from the last day of wage period and shall obtain the signature at the end of entries in the wage register from area in-charge of contract operating department .

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- c. Contract labours has to sign the filled in wage register in front of the area in-charge of contract operating department and area in-charge should certify the wage register for payment to the Contract labours only after signed by all the contract labours in filled wage register.
- d. Contractor shall have/ obtain license under the Contract Labour (Regulation and Abolition) Act-1970.
- e. The prevailing daily wages as per BHEL circular is cited below for reference:

SI No	Labour Cost	Cost / day		
		USW	SSW	SW
1	Basic Pay Per Day	255.00	265.00	273.50
2	Monthly Dearness Allowance	255.73	255.73	255.73
3	Total Wages	<b>510.73</b>	<b>520.73</b>	<b>529.23</b>
4	PF @ 13.00% on total wages by employer	66.40	67.70	68.80
5	ESI @ 3.25% on total Wages by employer	16.60	16.92	17.20
6	Bonus @ 8.33% @ (Basic +DA)	42.54	43.38	44.08
7	EL Portion Per Day	25.54	26.04	26.46
8	USW rate Per Day Per Individual	<b>661.80</b>	<b>674.76</b>	<b>685.78</b>

\*PF contribution from employer to be restricted to 13% on Rs.15,000/-

- f. Any changes in manpower should be informed to the executive in-charge of Contract execution department before engaging them along with the details.
- g. While submitting the bills, the contractor should submit a proof of payment made to employees only through nationalized bank, along with PF and ESI contribution challans to Welfare Section every month for effecting payment by BHEL. Otherwise payment to the bills will not be processed.
- h. In addition, the contractor has to submit wage register as a proof for payment of Minimum wages as per prevailing acts, for getting payment from BHEL. The contractor shall remit the salary/wages of their workmen ONLY through nationalized Bank, directly to the salary/savings account of the employee concerned. monthly clearance will be given in respect of those contractors, only if the salary/wages to the workmen concerned has been remitted. The relevant Bank statement/proof of payment should be produced along with PF and ESI challans every month.
- i. If the Contractor employs more than twenty employees, he has to obtain License to this effect from the Factory Inspectorate and renew the same periodically.
- j. The Contractor should follow and comply with Minimum Wages, ESI, PF, Bonus, Group Insurance and other statutory regulations as stipulated in Factories Act and other applicable State / Central Governments' rules & regulations.
- k. **Each contract employees must have his own PF and ESI Codes and comply with the relevant Acts.**
- l. **The Contract workers should be fully aware of safety measures and observe all safety precautions during work. The Contractor should also make his own arrangements to provide requisite safety devices to the workers, based on the nature of work. Any accident / incident occurring to his workers in Company's**

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**premises should be reported in writing by the Contractor to Safety, Welfare and Line Executive concerned.**

**19. PRECAUTIONS UNDER RISK: -**

The contractor shall be responsible for providing at his own expense for all precautions to prevent loss or damage from any and all risks and to minimize the amount of any such loss or damage and for the necessary steps to be taken for the said purposes.

**20. INJURY TO WORKMEN and DAMAGE & LOSS TO PRIVATE PROPERTY &: -**

The contractor shall at his own expenses reinstate and make good to the satisfaction of the AGM & Head/HR and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify, the BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL where BHEL is a private person, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the workmen's compensation act or otherwise.

**21. LAWS GOVERNING THE CONTRACT: -**

The contract shall be governed by the India laws for time being in force.

**22. CANCELLATION OF CONTRACT FOR CORRUPT ACTS: -**

BHEL, whose decision shall be final and conclusive, shall without prejudice to any other right or remedy which shall have accrued shall accrue thereafter to BHEL cancel the contract in any if the following cases and the contractor shall be liable to make payment to BHEL for any loss or damage resulting from any such cancellation to the same extent as provided in the case of cancellation for default.

If the contractor shall: -

- a) Offer or give or agree to give to any person in BHEL service any gift or consideration of any kind, as an inducement or reward for doing or for bearing to do or for having done or for borne to do any act, in relation to the obtaining or execution of this or any other contract for BHEL service.

(OR)

- b) enter in to a contract with BHEL in connection with which commission has been paid or agreed to be paid by him or with his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to BHEL.

(OR)

- c) obtain a contract with BHEL as a result of ring tendering or by non-bonfire methods of competitive tendering, without first disclosing the fact in writing to BHEL.

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23. **RISK PURCHASE CLAUSE AS PER BHEL SOP DT. 10.10.2017:** -

If the contractor fails to carry out the specified works as per the contract scope of work within the timeframe as directed by AGM & Head/HR or his authorized officials and continues in that state after a reasonable notice from AGM & Head/HR or his authorized officials, BHEL reserves the right to have the work done by any means at the Contractor's risk and expenses provided always that in the event of the cost of the work so done (as certified by authorized officials of HR-Canteen which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by AGM & Head/HR or the same shall be recovered from the Contractor by other means.

24. **CANCELLATION OF CONTRACT FOR INSOLVENCY ASSIGNMENT OF TRANSFER OR SUBLETTING OF CONTRACT:** -

BHEL, without prejudice to any other right or remedy, which shall have accrued or shall accrue thereafter to BHEL shall cancel the contract in any of the following cases:  
If the contractor,

- a) being an individual or if a firm any partner thereof shall at any time be adjudged bankrupt or have a receiving order for administration of his estate, made against him or shall take any proceedings for liquidation or composition under any bankruptcy Act or assignment of his effects of composition or arrangement for the benefit of his creditors or purport to do so, or if any application made under any Bankruptcy Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him on behalf of his creditors

(OR)

- b) being a Company, shall pass a resolution or the Court shall make an order for the liquidation of its affairs, or a receiver or Manager on-behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or Manager,

(OR)

- c) Assigns, Transfers, Sub-lets or attempts to assign, transfer or sub-let any portion of the work without the prior written approval of the BHEL.
- d) Whenever BHEL exercise the authority to cancel the contract under this conditions, BHEL may have the work done by any means at the Contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by concerned executive of HR-CANTEEN department which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by

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AGM/WCM or the same shall be recovered from the Contractor by other means.

- e) In case BHEL carries-out the work under the provisions of this condition the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plants and/or labour provided by the BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the AGM & Head/HR whose decision shall be final and conclusive.

**25. CANCELLATION OF CONTRACT IN PART OF FULL FOR CONTRACTOR'S DEFAULT: -**

If the contractor,

- a) makes default in carrying out the work as directed and continues in that state after a reasonable notice from AGM & Head/HR or his authorised representative.
- b) fails to comply with any of the Terms and Conditions of the contract or after reasonable notice in writing with orders properly issued thereunder.
- c) BHEL, may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the contract as whole or in part thereof or only such work order or items of work in default from the contract. Whenever BHEL exercise the authority to cancel the contract as whole or part under this condition BHEL may complete the work at the contractor's risk and cost (as certified by concerned executive of HR-CANTEEN department which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL. If the cost exceeds the moneys due to the Contractor under this contract the Contractor shall either pay the excess amount ordered by AGM & Head/HR or the same shall be recovered from the Contractor by other means. In case the BHEL carries out the work or any part thereof under the provisions of the conditions the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or labour provided by the BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the AGM/WCM whose decision shall be final and conclusive.

**26. TERMINATION OF CONTRACT ON THE DEATH OF CONTRACTOR: -**

Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, or if the firm is dissolved or the company is liquidated BHEL shall have the option of terminating the contract without compensation to the Contractor.

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**27. SPECIAL POWER TO TERMINATION: -**

If at any time after the award of contract, BHEL shall for any reason whatsoever not require whole or any part of the work to be carried out the AGM & Head/HR shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the fore-closing of the work.

**“If any employee/labourer working in the contract is found involved in corruption activities, the contract will be terminated and the contractor will be banned for applying for any future contract for 3 years.”**

**28. RECOVERY FROM CONTRACTOR: -**

Whenever under the contract, any sum of money, shall be recoverable from or payable by the Contractors, the same may be deducted from or any sum then due or which at any time thereafter may become due to Contractor under the contract or under any other contract with BHEL or from his Security Deposit or he shall pay the claim on demand.

**29. POST TECHNICAL AUDIT OF WORK AND BILLS: -**

BHEL reserves the right to carry out the post-payment Audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc., and enforce recovery of any sum becoming due as a result thereof in the manner provided in the presiding sub-paragraphs. However, no such recovery shall be enforced after three years of passing the final bill.

**30. SIGNING OF CONTRACT: -**

Each contract document shall be signed by the Contractor with his usual signature. Contract by partnership of Hindu Joint Family firm, may be signed in the FIRM'S name by one of the Partners or the Karta or Manager as the case may be or by any other duly authorised representative followed by the name and designation of the persons so signing. Contracts by a Company shall be signed with the name of the Company by a person authorised in this behalf and a power of attorney or other satisfactory proof showing that the persons signing the Contract documents on behalf of the Company is duly authorised to do so, shall accompany the contract.

**31. FORCE MAJEURE CLAUSE: -**

If, at any time during the continuance of this Contract the performance in whole or in part by either party of any obligations under this Contract shall be prevented or delayed by reason of any War, Hostile acts of the public enemy Civil Commotion, Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, Earth Quake etc.) then provided notice of happening of any such event is given by either party to other within 7 days from the date of occurrence therefore neither party shall by reason of such event be entitled to terminate this Contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in

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performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event, claims for extension of time shall be granted for periods considered reasonable by the AGM/WCM subject to prompt notification by the contractor.

**32. ARBITRATION: -**

All disputes between the parties to the contract, arising out of or relating to the contract, other than those for which the decision of the AGM & Head/HR or Accepting Officer or any other person is by the contract expressed to be final and conclusive. All disputes between the parties to the Contract, arising out of or relation to the Contract shall after written notice by either party to the Contract to the other party be referred and resolved by an Arbitrator nominated by the Unit Head of BHEL, Ranipet.

Unless the parties otherwise agree, such reference shall not take place until after the completion, alleged completion or abandonment of the work of the determination of the contract. The venue of Arbitration shall be such a place or places as may be fixed by the Arbitrator in his sole discretion. The award of the Arbitrator shall be final, conclusive and binding on both parties to the contract. Subject to the above, Courts at Ranipet alone shall have exclusive jurisdiction of any matter arising in connection with this Agreement.

**33. FRAUD PREVENTION POLICY: -**

The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

**34. SETOFF CLAUSE: -**

"BHEL shall have the right to recover any money which in the sole opinion or BHEL is due from the Contractor from any money due to the Contractor under this Contract or any other contract or from the Security Deposit furnished by the Contractor under this Contract or any other contract. "

35. Notwithstanding anything to the contrary, including, but not limited to, provisions relating to extension of time and compensation/ or delay, time shall be the essence of the contract.

36. Without prejudice to the above, the Contractor shall indemnify and keep indemnified BHEL, its other contractors and/or sub-contractors and its/their employees from all actions, proceedings, suits, claims, demands, liabilities, damages, losses, costs, charges, expenses judgments and fines arising out of or in the course of, or caused by the execution of work under the Contract or other obligations hereunder directly or indirectly associated herewith which may arise due to:

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- a) breach of law by the Contractor, or any of its sub-contractor, or any of their respective employees.
  - b) negligence or wilful loss of property or death of any employee of BHEL or of its other contractors/ sub-contractors.
  - c) The above shall be without prejudice to any other remedy that may be available to BHEL whether as per law, contract, equity or otherwise default by the Contractor, or any of its sub-contractor, or any of their respective employees.
37. The contractor will be responsible for complying with all the relevant statutory provisions under various Labour Laws viz., Payment of Wages Act 1936, Contract Labour (Regulation & Abolition) Act 1970, Minimum Wage Act 1948, Employees Provident Funds and Misc. Provisions Act 1952, ESI Act 1948, Payment of Bonus Act, 1965, Workmen's Compensation Act 1923 and other relevant Acts. Further in case BAP BHEL as principal employer has to pay any amount to any agency for non-fulfilment of any of the provisions of the above referred Act, BAP BHEL will deduct the amount from the bills paid to any agency.
38. 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.
39. 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.
40. Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and provides a copy of the same to BHEL.
41. Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.
42. No interest shall be payable by BHEL on Earnest Money/ Security Deposit/ or any money due to the Contractor by BHEL.
43. Time is the essence of contract and hence any delay in Execution of contract will attract penal action by BHEL by deduction of such amounts as may be fixed by BHEL as compensation for the delay of work. This is without prejudice to conditions of contract mentioned elsewhere regarding deduction for taking alternative action / cancellation of contract.
44. BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life/permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below. a). Victim: Any person who suffers permanent disablement or dies in an accident as defined below. b). Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/operation and works incidental thereto at BHEL factories/offices and

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precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works/ during working at BHEL units/officers/townships and premises/ project sites. c). Compensation in respect of each of the victims: (i) In the event of death or permanent disability resulting from Loss of both limbs: Rs.10,00,000/- (Rs. Ten lakh) (ii) In the event of other permanent disability: Rs.7,00,000/- (Rs. Seven lakh) d). Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to section 2 (I) of the Employee's Compensation Act, 1923.

45. For every month, the contractor shall prepare & submit bill in the succeeding month within one week from the date of certification of quantity by user dept.
46. Any billing related query, clarification, document requirement, etc. shall be resolved in one go by the Contractor within one week from the date of intimation.
47. **SUBMISSION OF BILLS BY CONTRACTOR:** - The Contractor at the end of each month shall submit a bill in triplicate detailing the various items of work done during the month supported by the requisitions issued from time to time. The Contractor shall, once in every month, submit to the concerned executive of HR department separately details of his claims for the work done by him up to and including the previous month which are not covered by his contract agreement in any of the following respects:
- a. Deviation from the items provided in the contract documents.
  - b. Extra items / new items of work.
  - c. Items in-respect of which rates have not been settled. He should in addition furnish a clear certificate to the effect that the claims submitted by him as aforesaid cover all his claims and that no further claims shall be raised by him in respect of the work done up to and including the period under report.

**PAYMENT TERMS:** Monthly post payment shall be paid through NEFT / RTGS payment within a 45 days for MSE bidders, 60 days for Medium category bidders and 90 days for NONMSE bidders from the submission of clear invoice to the contractor after duly submitting Tax invoice in triplicate and necessary statutory documents (Wages, PF, ESI) by the contractor and certification from concerned Engineer In-charge. (As per BOQ). The rates quoted should include all taxes, levies, duties, cess etc., and no extra payment will be made other than the quoted value. The proof of remittance of GST is to be submitted along with subsequent bill. The price is firm throughout the contract period of period of one year except statutory variation on GST and statutory payments.

48. **SUSPENSION OF BUSINESS DEALINGS:** -

The bidder along with its associate / collaborators / sub-vendors / consultants / service providers shall strictly adhere to "Guidelines for Suspension of Business Dealings with Suppliers/ Contractors" AA/MM/SB/01 Rev: 02, Dt.22.07.2016

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displayed on BHEL website <http://www.bhel.com>.

([https://www.bhel.com/sites/default/files/suspension\\_guidelines\\_abridged.pdf](https://www.bhel.com/sites/default/files/suspension_guidelines_abridged.pdf))

49. In case of breach of any or whole of the above terms and conditions by the contractor BHEL will have the liberty to cancel the registration and contract either in part or in full and entrust in part or in full of the work to any contractor and the contractor shall be liable to pay extra cost involved in the execution of cancelled part of the contract.

**50. PENALTY WILL BE LEVIED ON THE FOLLOWING :**

- a. Inappropriate personal hygiene of contractor's employees or deployment of a sick person on duty will lead to fine of Rs.1,000/- (Rupees One thousand only) for every instance and will be deducted from monthly fixed charges.
- b. Failure to conduct periodic health check-up of workers as required by BHEL will attract a fine of Rs. 1,000/- (Rupees One thousand only) for each person on each occasion and will be deducted from monthly fixed charges.
- c. Severity of hygiene failure will be assessed and decided by BHEL and fined appropriately. In case of gross failure/negligence a severe penalty will be imposed, which could be a hefty fine as cash deducted from monthly fixed charges and / or summary Termination of the Contract.
- d. Food poisoning, will invoke a hefty penalty to be decided at the sole discretion of BHEL, along with cancellation of contract and possible black-listing of the caterer
- e. If BHEL finds that a certain meal was not cooked properly then a fine of Rs.500/- (Rupees Five hundred only) per meal would be imposed.
- f. Hard and / or sharp objects like glass pieces, nails, hard plastic etc. will attract a penalty of Rs. 5,000/- (Rupees Five thousand only) per incident.
- g. Not wearing mask, caps and disposable gloves while serving food will attract a Penalty of Rs.250/- (Rupees Two hundred and fifty only) for the first occasion and Rs.500/- (Rupees Five hundred only) for each subsequent occasion within the same month and will be deducted from monthly fixed charges.
- h. Any complaints of insects and / or foreign objects (stone, hair, rope, cloth, plastic, etc.) cooked along with food found in any food item would invite a fine of Rs.500/- (Rupees Five hundred only) per instance.
- i. If cooks are not changed as decided by the designated BHEL official, Penalty of Rs.250/- (Rupees Two hundred and fifty only) per day will be levied in addition to pro-rata deduction as applicable from the fixed charges towards providing manpower. Above penalty is also applicable in case a professionally qualified / experienced cook is not available or is absent from duty and deducted from monthly fixed charges.

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- j. The contractor should give certificate of antecedents of each of his employees from the local police station within specified period of 02 months failing which penalty of Rs.250 (Rupees Two hundred and fifty only) will be imposed per person per day until police clearance is submitted.
- k. Failure to wear full uniform including mask, gloves, shoes, socks, name plate, photo ID card, etc. at all times will attract Penalty of Rs.250/- (Rupees Two hundred and fifty only) for the first occasion and Rs.500/- (Rupees Five hundred only) for each subsequent occasion within the same month and deducted from monthly fixed charges.
- l. In case of any damages or loss caused to BHEL's premises or property due to any default or failure on the part of the contractor for providing services of the requisite standard or negligence of the contractor or his employees, the same would be recoverable from the dues to the contractor in addition to the civil or criminal liabilities.

**51. BHEL reserves the right to reduce the contract period (pre-close the contract), with 30 days' notice period depends on the requirement / without assigning any reason. Security Deposit will be refunded, if the contract is pre-closed for non-requirement by BHEL.**

52. In case of breach of any or whole of the above terms and conditions by the contractor BHEL will have the liberty to cancel the registration and contract either in part or in full and entrust in part or in full of the work to any contractor and the contractor shall be liable to pay extra cost involved in the execution of cancelled part of the contract.

53. **CONFLICT OF INTEREST:** "A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- a) they have controlling partner (S) in common; **or**
- b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; **or**
- c) they have the same legal representative/agent for purposes of this bid; **or**
- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; **or**
- e) Bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid; **or**

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- f) In cases of agents quoting in offshore procurements, on behalf of their principles manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one bid from the followings:
1. The principle manufacturer directly or through one Indian agent on his behalf; and
  2. Indian/ foreign agent on behalf only one principle **Or**
- g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; **or**
- h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/ management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.

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**PRE-QUALIFICATION REQUIREMENT**

- 1) An essential qualification requirement of the contractor for tender submission shall be as under:
- i. The bidder has to submit financial accounts (audited, if applicable comprising of Audit report, Balance Sheet, Profit & Loss A/c Statement and Notes/Schedules pertaining to Turnover/Sales/Revenue), for 5 years (or from the date of incorporation, whichever is less) as on tender due date to review the above criteria. In case the incorporation of vendor is less than 3 years, average annual financial turnover shall be calculated based on available information as below: -
    - a) If the accounts are available for  $\leq 1$  Financial Year, the Average Annual Turnover shall be calculated based on available information divided by 1 (One).
    - b) If the accounts are available for  $>1$  but  $\leq 2$  Financial Years, the Average Annual Turnover shall be calculated based on available information divided by 2 (Two).
    - c) If the accounts are available for  $>2$  but  $\leq 3$  Financial Years, the Average Annual Turnover shall be calculated based on available information divided by 3 (Three).
  - ii. Average annual financial turnover of any 3 Financial Years out of last 5 financial years (beginning from 01.04.2018 -31.03.2023) should not be less than **INR 31.78 lakhs**.
  - iii. While calculating Annual Turnover / Sales, other operating income and other income shall not be considered.
- 2) The contractors should have experience of having completed similar works during the last 07 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 works each costing not less than an amount equal to **INR 42.37 Lakhs**.

(or)
  - b. Two similar completed works each costing not less than an amount equal to **INR 52.96 Lakhs**.

(or)
  - c. One similar completed work costing not less than an amount equal to **INR 84.74 Lakhs**.

The above values are excluding GST.

**Similar works means 'Out door catering service contract for Guest Houses, Hotels, industrial establishments to PSU's, Govt./ Non-Govt. Factories, Offices, Educational and Training Institutions, Hospitals, offices / Undertakings, private sector industrial establishments.**

Document proof (Work orders & corresponding Completion certificates) to be submitted. **All bidders including MSME's and Start-up companies, should fulfil the above annual turnover and work experience specified in the above sl.no.1 and 2 as this contract is very critical/essential service and also to avoid any Industrial Relation Issues later on.**

**SIGNATURE OF THE TENDERER WITH SEAL**



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Sl. No.	Description	Amount in INR		
		USW	SSW	SW
1	Minimum basic pay per day for Un-skilled worker/Semi-skilled worker/Skilled Worker	255.00	265.00	273.50
2	Minimum DA per day	255.73	255.73	255.73
3	Total Wages per day (Sl. No. 1 + Sl. No. 2 + Sl. No. 3)	<b>510.73</b>	<b>520.73</b>	<b>529.23</b>
4	Employers (contractor) per day PF contribution @13% (12%PF +1% other charges) (Ceiling amount of Rs.15,000) on total wages (x)	66.39	67.69	68.80
5	<u>Employers (contractor) per day ESI contribution @3.25% on total wages USW(Rs.510.73) / SSW (Rs.520.73) &amp; SW (Rs.529.73) (u)</u>	16.60	16.92	17.20
6	<u>Bonus @8.33% on effective wages of (Sl. No. 1 + Sl. No. 2)</u>	42.54	43.38	44.08
7	EL Portion per day	25.54	26.04	26.46
8	<b>Total wages per day per (USW/SSW &amp;/SW) Worker</b>	<b>661.80</b>	<b>674.76</b>	<b>685.78</b>
<b>Breakup details for wage and other payments to be taken care by the contractor.</b>				
1	Effective wage per day	510.73	520.73	529.23
2	PF to be deducted from individual@12% (y)	61.29	62.49	63.51
3	<u>ESI to be deducted from individual@0.75% (v)</u>	3.83	3.91	3.97
4	<b>Balance to be paid to individuals Bank account</b>	445.61	454.34	461.75
5	Total PF amount to remit by the contractor per day (z) = (x) + (y)	127.68	130.18	132.31
6	Total ESI amount to remit by the contractor per day (w) =(u)+(v)	20.43	20.83	21.17
7	EL Portion per day	25.54	26.04	26.46
8	Bonus Portion per day	42.54	43.38	44.08
9	<b>Total wages per day per (USW/SSW &amp;/SW) Worker</b>	<b>661.80</b>	<b>674.76</b>	<b>685.78</b>

**Total amount payable to workmen against the contract (rounded off) = INR 661.80 for USW , INR 674.76 for SSW and INR 685.78 for SW.**

**Un-skilled workers(A): Mandays :33mandays x 26 days x 12 months=10296 Mandays x 661.80= INR 68,13,892.80(Applicable GST is extra).**

**Semi-skilled workers(B): Mandays :07mandays x 26 days x 12 months=2184 Mandays x 674.76= INR 14,73,675.84 (Applicable GST is extra).**

**Skilled workers (C): Mandays :02mandays x 26 days x 12 months=624 Mandays x 685.78= INR 4,27,926.72 (Applicable GST is extra)**

**Total amount payable to 2 Skilled Workers, 7 Semi-Skilled Workers & 33 Unskilled Workers for 12 months against the contract D = (A)+ (B)+(C) = INR 87,15,495.36/- (excluding GST) and INR 1,02,84,284.52/- (including GST @ 18%)**

Sl.No	Description of work	Total amount in INR for one year including GST to be quoted.
1	Deployment of 33 nos. unskilled man power, 07 nos semi-skilled manpower and 02 nos Skilled manpower for carrying works specified as per the scope of work. (Total Manpower 42 Nos for 12 months period)	<b>To be quoted in price bid inclusive of taxes and duties and including GST.</b>

Applicable GST \_\_\_\_\_%.

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**NOTE:**

- 1) **The contract will be awarded to one bidder only.**
- 2) Evaluation of the offer shall be done on the basis of delivered cost (i.e." Total cost to BHEL")
- 3) Applicable GST extra and will be reimbursed on submission of relevant documents.
- 4) The contractor should quote Total Lump sum Value including GST in GeM Portal.
- 5) Applicable/Quoted GST amount will be extra & same will be taken into account while evaluating total cost to BHEL, for arriving at L1 bidder.
- 6) Estimated amount for 2 Nos. of Skilled manpower, 33 Nos. of unskilled manpower & 7 Nos of semi-skilled manpower for one year (312 days) is indicated above in the tender and bidders are instructed to quote not below the minimum wages to be paid for the total manpower. Service charge shall be quoted extra by the bidder.
- 7) Apart from ESI coverage, Vendor has to provide the Group Personal Accidental Insurance policy covering all employees to be provided by the vendor under this contract for the following
  - a) In the event of death or permanent disability resulting from loss of both limbs Rs.10.00/- Lakhs (Rupees Ten Lakhs).
  - b) In the event of other permanent disability Rs. 7.00/- Lakhs (Rupees Seven lakhs). Accordingly, bidder has to quote the service charges.
- 8) Individual item rates for the above schedules will be arrived based on the lump sum amount quoted by the bidder. This amount shall be rounded off to the nearest Rupee. Individual schedule rates so derived based on the total lump sum price shall be deemed to be the contract rate for all purpose.
- 9) CONTRACTOR has to provide all the Personal Protective equipment like safety shoes, clothes, Apron, service caps etc. and Uniforms
- 10) The contract will be finalized based on the overall LOWEST value and will be awarded to single bidder only.
- 11) Evaluation of the offer shall be done on the basis of delivered cost (i.e." Total cost to BHEL including GST"). Applicable GST extra and will be reimbursed on submission of relevant documents.
- 12) The rate quoted shall be firm throughout the period of contract.
- 13) Moreover, being fixed manpower contract, contract will be finalised through e-Price bid mode in GeM instead of reverse auction.

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**Special Terms and Conditions of the Contract**

1. The Contractor to bring adequate manpower for carrying out and completion of the daily activities/works that are assigned by the concerned department Officials specified in the Tender Schedule. The manpower may be increased or decreased depends upon quantum of work. If the Contractor is not completing the assigned work in time as specified by BHEL, the same will be completed by BHEL engaging alternate resources and the difference in rate of payment with BHEL overheads will be debited/recovered from the Contractor. If such instance repeats frequently it will be viewed seriously. Whenever there is an additional requirement is communicated by the BHEL Officials, as per the need, the contractor should provide the additional manpower to carry out the work in time.
2. The Contractor shall be present at the work spot daily and the work shall be carried out under direct supervision of the contractor. However, in his absence, authorized representatives/agent shall be available for receiving instructions and to carry out the work under proper supervision. The work shall not be sub-contracted / delegated.
3. Work carried out by BHEL on overlapping areas shall not be included in the claim and any deviations to this will be viewed seriously and treated as a violation to the contract.
4. The minimum safety equipment's required to be provided for the contractor's workmen under this contract are safety boots, leather hand gloves, welding screen, welding/cutting goggles and apron. It is the responsibility of the contractor not only to provide the work force with such safety equipment's at their cost as may be considered necessary for the execution of the work but also to ensure their wearing the above safety appliances, failing which corrective action will be taken by withholding the amount recommended by BHEL /Safety Officials for each violation, which may be released only after compliance of the same. The work shall not be commenced without wearing the above safety appliances. The contractor has to follow the BHEL Safety Rules and Regulations as stipulated from time to time would be followed strictly.
5. As required under the Tamilnadu contract Labour (Regulation and abolition) rules 1975, the contractor will have to obtain the License in advance. This should be produced as and when demanded, if not, appropriate action will be taken against the contractor.
6. Since with effect from 01.11.1990 Provident Fund becomes applicable for engagement of a worker even for a single day, deduction of PF by the contractor has to be ensured. All such contractors have to apply to the PF Commissioner and get a separate code number allotted to them if they have not already been allotted a number or registered elsewhere or they are an exempted establishment having their own PF Trust etc. Proof of deduction as well as remittance of the PF dues to the appropriate authorities has also to be shown and proper records maintained.
7. The Contractor has to apply and provide ESI facilities to all his employees concern. Similarly, the contractor shall cover all his workers under ESI scheme and produce the enrolment/Code number allotted by ESI Authorities. The contractor shall be asked to

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- furnish along with the bill each month for having effected payment of both deduction/contribution towards PF/ESI to the concerned statutory authorities.
8. The workmen engaged under this contract shall be covered by a comprehensive insurance scheme in the name of the contractor. A copy of the attested policy along with premium receipt shall be deposited with BHEL before commencement of work.
  9. The contractor shall pay the minimum wages to his workers not less than the wages that are being notified by the Tamilnadu Government under the minimum wages Act applicable for Engineering and Fabrication industry from time to time.
  10. The contract labourer's shall also be allowed Weekly Off as per rules.
  11. The contractor has to ensure payment of the statutory prescribed minimum wages as applicable from time to time and maintain proper records of their timely disbursement. These records would need to be preserved and made available even after the contract is over for any verification by the various statutory authorities.
  12. **GST: -**

**Registration & GST Rate:**

- a) Bidder should indicate GSTIN No. (Copy of GST registration to be enclosed) and PAN No. (copy of PAN to be enclosed).
- b) Tender will be considered/ accepted, if & only if the vendor has a valid GST Registration No.
- c) Central Tax/ State Tax/ Integrated Tax/ Union Territory tax to be quoted as extra in %.
- d) Bidders to ensure correct applicability of Central Tax/ State Tax/ Integrated Tax/ Union Territory tax based on the Inter / Intra state movement Supply of goods and provision services or both.

**Invoicing & Payment:**

- a) The Tax Invoice for supply of Goods & Services should be raised as per the provision of GST Act & Rules and must compulsorily mention the following: -
  - i. BHEL-RANIPET GSTIN: 33AAACB4146P2ZL or GSTIN of BHEL Nodal Agency as mentioned in NIT or informed subsequently.
  - ii. HSN Code or Service Accounting Code for supply of goods or services.
  - iii. Name & address of supplier
  - iv. GSTIN of Supplier
  - v. Consecutive Serial Number & date of issue
  - vi. Description of goods or services
  - vii. Total value of supply
  - viii. Taxable value of supply
  - ix. Tax Rate – Central Tax & State Tax or Integrated Tax, Cess
  - x. Amount of Tax charged
  - xi. Place of supply
  - xii. Address of delivery if different from place of supply
  - xiii. Signature of authorized signatory
- b) Reimbursement of GST to the vendor is contingent upon complying with the following condition by the service provider: -
  - i. Uploading the onward GST Return (GSTR-1) in GSTN Network portal within the statutory time period.
  - ii. Discharging the GST tax liability to the Government.

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- iii. Submission of Tax Invoice to BHEL.
- iv. Submission of proof of payment of GST to BHEL.
- v. Availing of Input Tax Credit by BHEL.

**Input tax credit:**

- a) In case GST credit is delayed/ denied to BHEL, due to non/delayed receipt of goods and/or services and/or tax invoice or expiry of timeline prescribed in GST Law for availing such ITC, or any other reason not attributable to BHEL, GST amount shall be recoverable from Vendor along with interest & penalty levied/ leviable.
- b) In case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor/contractor along with interest & penalty levied/ leviable on BHEL.
- c) In case of discrepancy in the data uploaded by supplier in the GSTN portal or in case of any incomplete work/service, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal).
- d) For any such delay in availing of tax credit for reasons attributable to vendor (as mentioned above), interest as per the GST Act & Rules, along with penalty, if any will be deducted for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills.

**Penalty for Non-compliance of GST Act:**

Penalty amount so determined along with GST if applicable thereon shall be recovered from the contractor.

**Anti-profiteering Measure:**

Any reduction in rate of Tax on any supply of goods or services or the benefit of input tax credit shall be passed on to the recipient by way of commensurate reduction in prices.

**Other Provisions:**

- a) All the terms & conditions of the contract with respect to Taxes & Duties are subject to the new taxation laws introduced from time to time (e.g., GST). The terms & conditions will be modified in accordance with the provisions of new laws (e.g., GST).
- b) In case any changes in taxes and duties as per Gov. Notification (including GST), the same shall be applicable from time to time.
- c) If the Contractor is not registered for any statutory obligation and not liable there to, then a declaration shall be submitted along with offer that they are within the threshold limit.
- d) If any changes in GST (statutory variation) will be to the account of BHEL. But if the variation is effective during the delayed/extended period of execution for reasons attributable to the vendor, the same shall be borne by the contractor only. The required compliance under relevant statute shall be carried out.

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**13. TERMS AND CONDITIONS WITH REGARD TO COMPLIANCE OF VARIOUS LABOUR LAWS BY THE CONTRACTORS FOR BHEL.**

- a) The contractor shall not employ in connection with the work any person who has not completed 18 years of age.
- b) The contractor shall in respect of labour employed by him either directly or through sub-contractors, comply with or cause to be complied with the following statutory provisions and rules and in regard to all matters provided therein.
  - i. The contract labour (Regulation and abolition Act 1970) and the related Central Rules 1971.  
The minimum wages Act 1948 and the related Tamilnadu Rules.
  - ii. The payment of wages Act 1936 and the related Tamilnadu Rules.
  - iii. The Factories Act 1948 and the related Tamilnadu Rules.
  - iv. The Employees Provident Fund and Miscellaneous Provisions Act 1952.
  - v. The Employees State Insurance Act 1948.
  - vi. The workmen's Compensation Act 1923.
  - vii. The Industrial Dispute Act 1947, and any other law, or modifications to the above or to the rules made there under from time to time.

**c) REGISTRATION AND LICENSING:**

Every contractor shall register his/her name with the welfare section of BHEL before taking up the work awarded to him/her by giving the following information and getting a code number:

- i. The name of the contractor.
- ii. Nature of contract work.
- iii. Period of work.
- iv. Number of maximum labour employed by him on any one day.
- v. License No. and date (applicable in case of contractors employing 20 or more worker)
- vi. Whether enrolled for PF, ESI etc., and enrolment No. (contractor shall obtain their own PF code)

This information is called for the purpose of informing the inspector of Factories wherever they call for information regarding contracts.

- d) The contractor employing 20 or more workmen is required to obtain license from the authorities (The Deputy Chief Labour Commissioner(Central) Chennai. This license shall be amended and/or renewed wherever there is an increase in the workmen employed by him/her or in the event of contract being extended or renewed. The contractor shall inform the license number to the BHEL management before taking up the work.
- e) The contractor (Licensed or unlicensed) shall promptly furnish every information and document required by BHEL authorities for the purpose of fulfilling their obligations as principal employer and/or occupier of the factory and shall render all necessary assistance for the same.
- f) The contractor shall ensure that all his workmen are covered under the Employees State Insurance Act and produce the registration

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number/enrolment number to the welfare section before executing the contract.

- g) The contractor shall also ensure that all his/her workmen are covered under Employees Provident Fund and Misc. Provisions Act 1952.
- h) **Daily rate wages to be paid by the contractor** (in INR).

Description	For Unskilled Worker (Asst Cook & Service)	For Semi Skilled Worker (Cook)	For Skilled Worker (Supervisor)
Basic Pay as on 01.04.2022	255	265	273.5
Dearness allowance as on 01.04.2023	255.73	255.73	255.73
<b>Total wage per day</b>	<b>510.73</b>	<b>520.73</b>	<b>529.23</b>

- i) Payment of Bonus to be ensured as per Bonus act.
- j) The contractor has to pay the wages to their workers through worker's Bank account only. no hand payment will be acceptable.
- k) The statutory requirements like PF (with sealing of Rs. 15,000), ESI will be applicable for the actual total wage per month. Contractor quoted rate shall be inclusive of all the above payments including statutory payments thereon.
- l) The contractor shall ensure payment of wages to the contract labour employed by him/her within three days from the end of wage period in case the wage period is one week or a fortnight & in all other cases before 10th day of the following month.
- m) All payment of wages shall be made on working days at the work site and during the working time and on dates notified in advance. In case the work is completed before the expiry of the wage period final payment shall be made within 48 hours of the last working day.
- n) Where the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the second working day from the day on which his employment is terminated.
- o) A certificate of payment shall be furnished in duplicate by the contractor to the Engineer In-charge each month.
- p) A notice showing the wage period and the place and time of disbursement of wages shall be displayed at the place of work and a copy to be sent to the welfare department by the contractor under acknowledgement.
- q) Notices showing the rates of wages, weekly rest days, hours of work, wage period, date of payment of wages, names and addresses of the inspectors having jurisdiction, the date of unpaid wages shall be displayed in Tamil and English in conspicuous places at the establishment and working by the contractor. The contractor shall inform the BHEL management every month the details of contract labour engaged for each contract in the following form.
- i. Serial Number
  - ii. Location
  - iii. Period of work

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- iv. No. of contract labour engaged during the month
- v. No. of days worked
- vi. No. of man days worked
- vii. Wages paid to his/her workers

The above statement shall be furnished to BHEL management at the end of every month

- r) The following documents/formats under Contract Labour (Regulation and Abolition) Act 1970 and related Central Rules 1971 shall be maintained by each contractor.
  - i. Register of persons employed by the contractor.
  - ii. Employment Card.
  - iii. Service Certificate.
  - iv. Muster Roll, Wage Register, Deduction Register, Wage slip, Over time Register, Register of fines, Register of advances etc.,
- s) The contractor shall display the abstract of the contract labour (Regulation and application) Act and the rules there under both English and Tamil.
- t) Half yearly return shall be sent by the contractor in duplicate to the licensing officer.
- u) The contractor shall submit the returns required under the Contract Labour (Regulation and Abolition) Act 1970 periodically to BHEL management.
- v) The contractor shall without fail give up to date information in writing of the attendance of the workers employed by him/her.
- w) The contractor shall ensure that his/her workers keep and produce their employment card when coming to duty and take them back when leaving duty.
- x) All the above registers and records shall be preserved in original for a period of three years. All the registers, records and notice maintained under the Act and Rules shall be produced on demand by Inspector or any Authority under the Act.
- y) No workers shall be required or allowed to work on Sunday unless he has or will have a Holiday or any one of the three days before or after the said day.
- z) The contractor shall inform BHEL Management in the prescribed form details or the contract workers scheduled to work on Sunday, the day of rest and also indicate the substituted holiday in lieu thereof. This shall be intimated two days in advance before his/her workmen are booked for work on Sunday.
- aa) The contract labour working for more than nine hours in any day or for more than 48 hours in any week shall be paid wages at the rate of twice the ordinary rates of wages in accordance with the provisions of section 59 of the Factories Act 1948 and any amendment thereof.
- bb) The contractor shall provide all safety devices and personal protective equipment to his workmen at his/her own cost and shall ensure that his workmen wear/use such devices or equipment provided to them while doing the work and there should not be any relaxation on this.
- cc) The contractor shall give four paid national holidays to his workers, viz 26th January, 1st May, 15th August and 2nd October. The contractor shall ensure that his/her workmen vacate the premises after the shift is over. Payment for

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the same shall be reimbursed on submission of payment proof by the contractor.

- dd) The contractor shall give leave with wages to his/her workmen who have worked for a period of 240 days or more in the factory premises during a calendar year. This leave shall be allowed during the subsequent calendar year at the rate of one day for every 20 days or work performed by the worker during the previous calendar year. The worker whose service commences on a day other than the first of January shall be entitled to leave with wages at the above rate (one day for every 20 days or work) only if he had worked for a minimum of 2/3 of the total number of days in the remainder of the calendar year. This leave will be admissible only during the subsequent calendar year.
- ee) The contractor shall comply with the provisions relating to welfare and health facilities as provided to the Contract Labour (Regulation and Abolition) Act 1970 read with the Tamil Nadu contract labour Rules.
- ff) Notwithstanding anything contrary to this, in the event of accident the contractor shall be required to fill injury report and submit the Engineer In-charge immediately and ensure the compliance of ESI/Workmen's Compensation Act, Factories Act and Rules made there under. He shall also maintain a register of accident as per the Act.
- gg) The contractor shall comply with the provisions of the Workmen's Compensation Act 1923 (This should be read in connection with the provisions of ESI Act).
- hh) The contractor shall ensure that all his workmen are covered under the Employees State Insurance Act and produce to BHEL such Registration number/Enrolment number before executing the contract work.
- ii) The contractor shall regularly pay the amount of contribution i.e., employer's contribution as well as employees' contribution in pursuance of the above scheme as fixed from time to time. The contribution payable presently is 0.75% of wages to be recovered from his/her workmen and 3.25% of wages to be contributed by the contractor. Contribution recovered from employee and contribution made by the contractor may be rounded to the next higher multiples of five paise.
- jj) The contractor shall take note of any amendment that may be brought forth in the above contribution rate and act accordingly.
- kk) The contractor shall ensure that his/her workmen are covered under the EPF and miscellaneous Provisions Act 1952 and accordingly produce to the BHEL Management the registration/enrolment number before award of contract work.
- ll) All employees are eligible to become a member of provident fund from the date of joining the establishment and the worker and contractor contributions are 12% and 13% respectively. The contractor is also liable to pay any administrative charges in this behalf that may be decided from time to time. It will be the responsibility of the contractor to ensure such contribution payable in respect of workmen employed through sub-contractors also.

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- mm) The contractor shall take note of any amendment in the rate of contribution payable under the scheme from time to time.
- nn) The contractor shall within seven days of the close of every month submit to BHEL a statement showing the amount of contribution payable/paid for employees engaged by him or through him and shall also furnish to BHEL such information, as principal employer is required to furnish under the provisions of the ESI Act and PF as well as the scheme made there under to the authorities concerned.
- oo) Whenever any sum of money is found to be recoverable from or payable by the contractor under the above acts, the same shall be deducted from any sum that may be due or which at any time thereafter may become due to the contractor under this contract or under any other contract or from his security deposit. In case the recoveries are not sufficient to satisfy the claims the contractor shall pay the balance thereof on demand. In case any recoveries are made under this clause from the security deposit the contractor shall immediately thereafter pay such further sums as may be required to recoup the shortage caused by such recoveries in the amount of security deposit.
- pp) The contractor shall abide by all the labour and other laws applicable to contract labour/worker under this contract and shall at all times keep BHEL, indemnified against all losses, claims, prosecution under any law.
- qq) In case of noncompliance of any of the provisions of the acts and in case BHEL having complied with the same, BHEL will be entitled to recover the same from the contractor/sub-contractor.
- rr) Non exercise of any of the powers or rights available to BHEL hereunder or under any law, shall not in any way operate as waiver thereof.
- ss) Contractor should follow all the provisions of labour legislation and statutory obligations. Provisions as and when amended will also apply.
14. BHEL reserves the right to reduce the contract period (pre-close the contract), with 30 days' notice period depends on the requirement / without assigning any reason. Security Deposit will be refunded, if the contract is pre-closed for non-requirement by BHEL.
15. The contractor should have to arrange police verification certificate of concern workers (whom they are going to be engaged for these works) for obtaining entry pass.

**16. SAFETY PRECAUTIONS TO BE TAKEN BY THE CONTRACTOR**

- a) The Contractor must inspect the area of work to decide the safety precautions necessary for executing this contract.
- b) Whenever people work at height more than six feet, platform shall be provided or the workers shall wear safety belt to avoid fall from the height.
- c) Wherever any area declared as dangerous, the workers shall not be allowed to work till a written clearance is obtained from appropriate authorities.
- d) No material of any kind shall be dropped or allowed to be dropped from any height.

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- e) Defective ladders shall not be used at all.
  - f) Inflammable materials shall not be stored near places where the sparks are likely to occur.
  - g) The necessary safety equipment such as gloves, boots, helmets etc. must be issued to the workmen at contractor's cost and strictly to be used while carrying out the work.
  - h) Appropriate safety equipment (like safety boots, gloves, goggles, helmet etc.) are to be supplied by the contractor for his workers from day one onwards and should be used during all processes. If the contractor's workers found violating the safety precautions, punitive action will be taken and or a penalty of Rs.500/- to Rs.1000/- will be imposed and deducted from the contractor bill for each violation.
  - i) The working area shall be kept clean and free from all obstructions.
  - j) All temporary electrical connections shall be properly earthed, insulated and periodically checked.
  - k) All safety precautions are to be taken by the contractor at his cost.  
These safety measures shall be deemed to form an integral part of the Work Order/ Agreement.
17. The contractor's responsibility for this contract shall commence from the date of issue of order of acceptance of his tender.
18. Unless the contractor whose tender is accepted, signs the contract agreement within seven days of the date of the order directing him to do so, the amount of EMD already deposited by him will be forfeited and acceptance of his tender shall be withdrawn.
19. BHEL will not bound by any power of Attorney granted by the tenderer or changes in the composition of the firm made subsequent to the execution of the contract. They may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contract concerned.
20. Words imparting the singular number shall have deemed to include the plural number and vice versa where the context so require.
21. The expenses for completing and stamping the agreement shall be to the contractor's account.
22. The general and special conditions of contract are complementary to each other and where they are in conflict, the special conditions shall prevail. In regard to matters not covered by the General or Special conditions of contract, those contained in the specifications approved by BHEL, shall apply.
23. The "GENERAL CONDITIONS OF CONTRACT" and "SPECIAL CONDITIONS OF THE CONTRACT" shall be deemed to form an integral part of contract for the work to be entered into.
24. The filled ESI declaration forms shall be submitted to the Executive of HRM Dept. In the Declaration Form full address of the contractor shall be mentioned. Whenever a fresh and unregistered worker is engaged during the operation of contract, declaration form in respect of that workman which should be submitted to Human Resources Department within two days of such engagement.
25. ESI contributions (0.75% employee's contribution + 3.25% employer contribution of the total monthly wages) before 20th day of every following month. Prescribed challans are available at ESI local office, Ranipet (near Sipcot). Contractors who have

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got their own code number can remit the contributions on that number. Along with the challan copy, the details of remittance shall be submitted to the concerned HRM Executive in the ESI compliance form.

26. The contractor should deduct Provident Fund and ESI amount as per the provisions and amount so deducted along with the matching contribution of the contractor shall be remitted to the authorities concerned within the stipulated time. The statement of deduction along with the challans evidencing remittance shall be submitted to Officer-in-charge. If the evidences are not shown, further bills of the contractor will not be paid. BHEL have the right to withhold the payment of his bills. Submission of statutory returns such as Half Yearly returns of ESI (Form 6), P.F. return (Form 12A), Form 5 and Form 10, Form 3A & Form 6A should be send to the concerned officers in time.
27. The workers" particulars such as Name, Age, Father's name, address, Phone no, etc., and their daily attendance have to be maintained by the contractor. The details of Provident Fund and ESI compliance have to be maintained by the contractor in the prescribed format/register.
28. The contractor shall maintain the following Registers and Records and make them available for inspection at any time. (The list is only for example, but not exhaustive).
  - a) Muster Roll
  - b) Register of Wages
  - c) Register of Deductions
  - d) Register of Overtime
  - e) Register of Fine
  - f) Register of Advance
  - g) Wage slips
  - h) Register of Accidents
  - i) Register of Leave with Wages
  - j) ESI Register in Form-7

All registers are required to be maintained as above and shall be produced as and when Government Officials and Statutory Authorities to make inspection from time to time.

29. In case a contract labourers meets with an accident while on duty, the contractor shall immediately intimate the information to Safety Department, Contracting Agency and Human Resources Department and submit the Accident Report duly filled in all respect and send a copy to ESI local office, ESI Dispensary and Inspector of Factories (for major accidents) within 24 hours of accident through Safety and Human Resources Departments. All assistance for the injured workman such as to taking him to ESI Dispensary for treatment must be rendered by the contractor.
30. Compliance of the above provisions does not absolve the obligation of contractor arising out of other statutory obligations.
31. Contractor should employ only persons having sound health and not above the age of 60 years, and not below the age of 18 years.
32. The Contractor agrees that no claim for interest or damages will be entertained or be payable by BHEL in respect of any money or balances or amounts of whatsoever nature which may be lying with BHEL owing to any disputes or differences between

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- the parties irrespective of whether the same is decided by any authority to be paid or returned to the Contractor."
33. BHEL reserves the right to reduce the contract period (pre-close the contract), with 30 days' notice period depends on the requirement / without assigning any reason. Security Deposit will be refunded, if the contract is pre-closed for non-requirement by BHEL.
34. Certificate by the executing department that all statutory requirements including PF, ESI, Minimum wages, Insurance, GST, etc. are complied with by the Contractor. This should be duly backed by the relevant documents".
35. If the contractor is not able to provide the sufficient manpower for a period of continuous period of 15 days, BHEL reserves the right to terminate the contract and to take appropriate action against the contractor. In the event of contract termination, security deposit paid by the contractor will be forfeited.
- 36. Contractor has to ensure strict compliance of biometric recording through fingerprint for their labourers. Contractor also has to ensure that all their labourers record their attendance while entering/exiting factory premises.**
37. In case of breach of any or whole of the above terms and conditions by the contractor BHEL will have the liberty to cancel the registration and contract either in part or in full and entrust in part or in full of the work to any contractor and the contractor shall be liable to pay extra cost involved in the execution of cancelled part of the contract.
38. **PAYMENT TERMS:** Monthly post payment shall be paid through NEFT / RTGS payment within a 45 days for MSE bidders, 60 days for Medium category bidders and 90 days for NONMSE bidders from the submission of clear invoice to the contractor after duly submitting Tax invoice in triplicate and necessary statutory documents (Wages, PF, ESI) by the contractor and certification from concerned Engineer In-charge. (As per BOQ). The rates quoted should include all taxes, levies, duties, cess etc., and no extra payment will be made other than the quoted value. The proof of remittance of GST is to be submitted along with subsequent bill. The price is firm throughout the contract period of period of one year except statutory variation on GST and statutory payments.
39. **PENALTY TERMS**  
During the contract period, for any shortage in supply of Manpower, penalty will be levied @ Rs. 1000/- per worker per shift in addition to deduction of wage & service charge of corresponding shift per employee. In case, the contractor failed to deploy the required manpower for any shift, BHEL will outsourced the service including procurement of food and same will recovered from the contractor. If the contractor delays the work and to impose the PENALTY / LD at the rate of ½ % of the contract value per week of delay or part thereof subject to a ceiling of 10% of contract value.
40. **TAXES & DUTIES:**  
The above works are being pure services not involving any supply of materials by contractor. According to that, GST @ 18% is applicable. GST amount will be reimbursed to the contractor on submission of proof of remittance challan and uploading the details in GSTN network within the statutory time period. In case of any

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change in GST as per Government Notification, the same may be adopted during the contract period. The GST amount is not cenvatable.

**41. The CONTRACTOR hereby covenants with the Company as follows:**

- 1) The contractor shall make available foodstuffs and beverages adhering to the norms, preparation methods, types and quality of the materials as prescribed by the Company and shall cause them to be served at the places and during specified intervals to the employees of the Company. The Contractor shall at all times conform to the prescribed standards of quality and maintain the highest hygienic conditions during preparation, service and thereafter.
- 2) The Contractor shall provide adequate number of qualified Cooks, Assistant Cook, Service and other labourers necessary for catering service and deploy them in the preparation and service etc., and that the services under the contract shall be to the satisfaction of the Company.
- 3) The Contractor shall have the power to engage the required manpower. There is no Master-Servant relationship between Company and Contract workers.
- 4) The Contractor shall maintain the time schedule prescribed for respective catering services.
- 5) The Contractor shall account for provisions, groceries, vegetables, milk and other necessary items for preparation of food which will be supplied by the Company to the Contractor.
- 6) The Contract workers shall have to enter and exit from the Factory Premises by using the access control 'Biometric Reader' provided at the entrance of Factory Gate/designated gate as per the Company Rules.
- 7) The Contract workers will leave the factory premises after their working hours and adhere to the rules and regulations of the Company in respect of working hours/shift, and beyond working hours/shift etc. with proper swiping system and as required by the company.
- 8) The Contract worker shall be polite and cordial with all employees in general and Company officials, staff and canteen committee members in particular.
- 9) The Contractor shall make alternative arrangement for service in the event of absence of any of its workers due to any reasons whatsoever.
- 10) Employment of the required manpower shall be the sole responsibility of the Contractor. The Company will not have any liability towards the employment and service conditions of Contract worker employed by the Contractor.
- 11) The Contractor shall increase or decrease its manpower during shifts, as per the requirement of the services, which may be intimated by the Officer-in-charge or the company supervisors from time to time.
- 12) The Contractor shall be responsible for proper up-keeping of the building, utensils, vehicles and equipment used by them.
- 13) The Contractor shall engage the workers who are medically fit for preparation and services and ensure that they are periodically checked for medical fitness as per statutory norms. The statutory medical check-up shall be done by BHEL.
- 14) The Contractor shall ensure that no item prepared is sold for cash or exchanged without coupons.

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**42. The COMPANY hereby covenants with the Contractor as follows:**

- 1) The Company shall provide electric power, LPG and water, Cooking Vessels, Servicing Vessels, machineries etc..necessary for preparation and services under this contract to the Contractor.
- 2) The Company shall provide such of those facilities and equipment that are necessary in its opinion for the performance of this contract.
- 3) Canteen subsidized food will be given at the rate of Rs.50/- per day per head subject to a maximum of Rs.1300/- per month as indicated below per day.

Shift		Food
06.00 to 14.00 hrs.	-	Breakfast, Lunch and One Tea
14.00 to 22.00 hrs.	-	Dinner and Two Tea
22.00 to 06.00 hrs.	-	Night Tiffin, Breakfast and One Tea

In case of shortage in food item, only emergency menu will be made available.

- 4) The Company will recover from the Contractor the cost of its materials damaged will fully or intentionally by the contract workers. Also the company will recover the amount for the shortages of coupons with respect to the quantity prepared for each shift or compensation for serving spoiled food or food of substandard quality.
- 5) The Contractor will issue photo ID Cards to the contract workers signed by the Contractor.
- 6) The Contractor shall be responsible for the timely operation of the canteen by providing catering facilities without any default except in the circumstances of "force majeure" conditions. If BHEL incurs any extra expenditure on account of any default by the contractor or its workers, other than "force majeure" conditions, BHEL will make their own arrangements by way of outsourcing and recover the extra cost from the Contractor.
- 7) The Society shall be responsible for any delay in breakfast, tea or coffee or lunch / dinner services against the specified timings fixed by BHEL and no payment shall be made to the Contractor for any delay in canteen services except "force majeure" conditions. If BHEL incurs any extra expenditure / loss to the Company on account of any delay in canteen services by the Contractor or its workers, other than "force majeure" conditions, BHEL will make their own arrangements by way of outsourcing and recover the extra cost / loss from the contractor.

**NOTE:** If the contractor is not carrying out any of the above work, BHEL will carry out the work by invoking or operating 'Risk Purchase Clause' under Sl. No.23 of the General Conditions of the Contract. BHEL will arrange for the work or part of the work in default by the Contractor to be carried out, through other Agencies. Such decision of the Company being final and binding on the Contractor and will be at the cost and risk of the Contractor.

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