

Name of Woks: WORKS CONTRACT FOR CATERING FACILITIES TO STAFF WORKING AT WATER HEAD WORKS OF BHEL-TRICHY FOR YEAR 2017-18.

Enquiry No: WCT/94717 00010 / 24.04.2017

**BHARAT HEAVY ELECTRICALS LIMITED
TIRUCHIRAPPALLI-620 014
WORKS CONTRACTS MANAGEMENT
PART-I (TECHNO COMMERCIAL BID)**

NOTICE INVITING TENDER

1.	Tender Ref No:	WCT/94717 00010 / 21.04.2017
2.	Name of works	WORKS CONTRACT FOR CATERING FACILITIES TO STAFF WORKING AT WATER HEAD WORKS OF BHEL-TRICHY FOR YEAR 2017-18.
3.	Location of work	WATER HEADS OF BHEL-TRICHY AT KEELAMULLAIKUDI, PUTHAPURAM AND VENGUR.
4.	Period of contract	12 months from the date of Award of contract.
5.	Earnest Money Deposit	Nil
6.	Tender Document details	A] Technical Bid -29 pages B] Price bid - 03 Pages.
7.	Place of Submission of Tender Document	Tender Drop Box at Works Contracts Management (WCM) Building 53,First Floor, BHEL, High Pressure Boiler Plant, Trichy - 620 014
8.	Last Date for Receipt of Tender	18.05.2017 / 10:00 Hrs.
9.	Date of Techno Commercial Bid Opening	18.05.2017 / 10:30 Hrs.
10.	Date of Price Bid Opening	Will be intimated separately to Technically qualified vendors.

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INSTRUCTIONS TO THE TENDERERS

The offer should be addressed to SENIOR MANAGER, Works Contracts Management, 53 Building, BHEL,Trichy- 620 014, to reach WCM Dept. on or before **18.05.2017** at 10:00 Hrs. or the same may be dropped in the Tender Box kept at Works Contracts Management,53 Building, BHEL,Trichy- 620 014.

Tenders will be opened on **18.05.2017 at 10:30 Hrs.** (IST) at Works Contracts Management, 53 Building, BHEL, Tiruchirappalli 620 014. BHEL shall not responsible for any postal delay.

Bidder has to submit (1) Part-I (Techno-Commercial bid) (2) Part-II (Price bid)

- a. The First envelope shall be sealed and super scribed as Part-I (Technical Bid for NIT/Enquiry No.)
- b. The Second envelope shall contain only Part-II (Price bid) for the above work as per scope and to be quoted as per the format given in price bid. Any other information in price bid will not be considered. The envelope shall be sealed and super scribed as Price Bid for NIT / Enquiry No.

All the above two envelopes shall be kept into one cover ,sealed and super scribed as Tender Document for the work as per Enquiry.

Note:

1. The contract will be awarded for a period of One month from the date of ordering.
2. The quoted rates shall be valid up to four months from date of Tender opening.
3. The rates shall remain firm for the entire period of the contract in case WO is awarded.
4. **Evaluation of the offer shall be done on "Net Cash outflow to BHEL after taking into account applicable Taxes and Duties "and overall (package) L1 basis.**
5. BHEL reserves the right to increase or decrease the tendered quantity.
6. **BHEL does not guarantee ordering of any minimum quantity.**
7. Income Tax deduction at source as applicable in the IT Act from time to time will be made on the value of the bills in the absence of Income Tax Exemption Certificate from the concerned IT officer.
8. All the Statutory Obligations such as ESI, PF, Labor Acts, Factories Act, Service Tax, etc. will have to be taken care of by the vendor. BHEL will have no liability on them. Notwithstanding the above, if any demand notice is served by the concerned Statutory Authorities for recovery of any of their dues on BHEL, the same would be paid to the statutory authorities without notice to the vendor and recovered as a due from any pending / future bills.
9. If the Contractor backs out after opening of tender/In case contract is not executed by vendor after award and acceptance of contract, BHEL may exercise suitable action on those Contractors as deemed fit.

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MSE VENDORS:-

MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (Five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format is provided as Annexure-A where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bids 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. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer.

Annexure - A

Certificate by Chartered Accountant on letter head

This is to Certify that M/S (Here in after referred to as 'company') having its registered office at is registered under MSMED Act 2006, (Entrepreneur Memorandum No. (Part - II) Dtd:, Category: (Micro/Small). (Copy enclosed). Further Verified from the Books of Accounts that the investment of the company as per the latest audited financial year As per MSMED Act 2006 is as follows:

1. For Manufacturing Enterprises: Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No. S.O.1722(E) dated October 5, 2006 :
Rs....Lacs.
2. For Service Enterprises: Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under MSMED Act, 2006 :

Rs...Lac.

(Strike off whichever is not applicable)

The above investment of Rs.Lacs is within permissible limit of Rs. Lacs for..... Micro / Small (Strike off whichever is not applicable) Category under MSMED Act 2006. Or The company has been graduated from its original category (Micro/Small) (Strike off whichever is not applicable) and the date of graduation of such enterprise from its original category is (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O. No. 3322€ dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name -

Membership Number - Seal of Chartered Accountant.

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(QUALIFYING CRITERIA)

A: Contractor Profile

1.	Name of the Contractor	
2.	Address	
3.	Phone No.	
4.	E-mail Address	
5.	BHEL Vendor Code (If any)	

B: Qualifying Criteria:

Sl. No.	Qualifying Criteria	DETAILS
1	Experience of Hospitality Business for at least 2 years in Indoor / Outdoor catering Services. (Documents for experience to be attached)	
2	Service Tax Registration No: (Document to be attached) (Declaration to be attached if Vendor is Exempted from paying Service Tax.)	
3	PAN Details (Document to be attached)	

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4	<p>Acceptance Clause :</p> <p>We have read all the terms and conditions stipulated in every page of this tender, noted the job content & site conditions.</p> <p>We have quoted our offer for all items listed in the Bill of quantities by taking care of unit of measurement given against individual items.</p> <p>We have not taken any deviation from tender clauses as enumerated in the tender and we hereby convey our unqualified acceptance to all terms and conditions as stipulated in the tender. In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null & void.</p> <p>We confirm to have submitted our offer strictly in accordance with tender instructions.</p>	<input type="checkbox"/> Accepted

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SCOPE OF WORK AND TECHNICAL TERMS & CONDITIONS

A. DETAILS OF CATERING MENU

1. Menu for One person for Breakfast (07.30 A.M):

a.	Idli -04 Nos. / Uppuma /Pongal / Poori with masala -3 Nos. / Doosa -02 Nos.	300 grams (any one)
b.	Vadai - 02 Nos.	100 grams
c.	Coffee / Tea	150 ml.
d.	Sambhar & chutney packed separately.	250 grams.

2. Menu for One person for Coffee (10:00 A.M Daily)

a.	Coffee	150 ml.
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3. Menu for One Person for Lunch (11:40 A.M daily)

a.	Plain Rice /Rice Pulao/Jira Rice	300 grams
b.	Chapatti / Paratha- (02 Nos.)	150 grams.
c.	Sāmbhar	150 grams.
d.	Resam	100 grams.
e.	Curd	100 grams.
f.	Semiya payasam	100 grams.
g.	Kootu and Poriyal	100 grams.
h.	Pickle and appalam	20 grams.

4. Menu for One person for Tea (03:00 P.M Daily)

a.	Tea	150 ml.
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5. Menu for One person for snacks with Tea (03:30 P.M Daily)

a.	Mixture / Pakkoda / Karaseav	50 grams
b.	Tea	150 ml.

6. Menu for One person for Dinner (08:00 P.M Daily)

a.	Barota (04 Nos.) / Chapati (05 Nos.) / (kichiadi- Reva/ Semia)/ Pongal / Doosa (02 Nos.)	300 grams
b.	Kurma, sambhar & Chutney Packed separately	300 grams
c.	Milk	150 ml.

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B. BILL OF QUANTITY (APPROXIMATE)

Sl.No	DESCRIPTION	Approximate QUANTITY (Packet)
1.Menu for One person for Breakfast (07.30 A.M):		
a.	Idli -04 Nos. / Uppuma /Pongal / Poori with masala -3 Nos. / Doosa -02 Nos.[300 grams (any one)]	2810
b.	Vadai - 02 Nos.[100 grams]	
c.	Coffee / Tea [150 ml.]	
d.	Sāmbhar & Chutney packed separately- 250 gms	
2. Menu for One person for Coffee (10:00 A.M Daily)		
a.	Coffee [150 ml.]	3212
3. Menu for One Person for Lunch (11:40 A.M daily)		
a.	Plain Rice /Rice Pulao/Jira Rice [[300 grams (any one)]]	3212
b.	Chapatti / Paratha- (02 Nos.)[150 grams.]	
c.	Sāmbhar [150 grams.]	
d.	Resam [100 grams.]	
e.	Curd [100 grams.]	
f.	Semiya Payasam [100 grams.]	
g.	Kootu and Poriyal [100 grams.]	
h.	Pickle and Appalam [20 grams.]	
4. Menu for One person for Tea (03:00 P.M Daily)		
a.	Tea [150 ml.]	2810
5. Menu for One person for snacks with Tea (03:30 P.M Daily)		
a.	Mixture / Pakkoda / Karaseav [50 grams.]	2810
b.	Tea [150 ml.]	
6. Menu for One person for Dinner (08:00 P.M Daily)		
a.	Barota (04 Nos.) / Chapati (05 Nos.) / kichiadi- Reva/ Semia / Pongal / Dosa (02 Nos.) [[300 grams (any one)]]	2409
b.	Kurma, sambhar & Chutney Packed separately [300 grams]	
c.	Milk [150 ml.]	

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C. TECHNICAL TERMS & CONDITIONS :

1. The Tender will be finalized on a total Package basis.
2. The venue of Service is at **Keelamullaikudi, Puthapuram and Vengur** located at the bank of river Cauvery. Service to be given at line burst locations also, at times, along the pumping main line of BHEL water supply lines.
3. The food items are subjected to test check at BHEL's discretion both at suppliers' preparation point and at BHEL supply points or BHEL premise. The items must be of good and acceptable quality.
4. The items must be fresh, hot and should be prepared under hygienic conditions.
5. All the items should be packed separately and should be distributed to each individual persons as a package each.
6. Tea/coffee should be brought in flask and 150ml to be served in 170 ml capacity disposable paper cups to each individual persons.
7. There is no fixed order quantity and the supplier shall monitor the tender and supply accordingly.
8. Supplier should maintain a Register for the number of food items supplied on each day to various points and get the signature of the official authorized by Civil Township department and submit the consolidated list at the end of the month for processing the bill.
9. The Rates quoted shall be operational from the date of awarding the contract and the period of contract will be for one year from the date of commencement. Further extension of contract period shall be mutually agreed and there will not be any additions in rate.
10. High quality Ponni Rice and Cholesterol free oil shall be used for preparation.
11. The rate quoted should be inclusive of all taxes except Service Tax. **However the service tax as applicable for this contract work can be claimed from BHEL along with their monthly bills for further payment to be made to the authorities concerned. The contractor has to submit the service tax payment challan as a documentary proof of having paid the service tax for the previous bill for which he has received the service tax payment along with the subsequent bill for which payment has to be processed**
12. Adequate quantity of food shall be brought and at any cause no shortage should be felt.
13. Bills for every month shall be prepared by the contractor on the basis of the quantity supplied for each day. Consolidated statement and bills shall be prepared by the contractor on the last date of every month and submitted by 1st of every succeeding month to Engineer-in-charge and arrangements will be made for the payments within 45 days from the date of receipt of bills.
14. BHEL will not be liable for any medical attendance, injury, loss of life of the persons engaged by the contractor in the preparation or transportation of the food items to the said areas.
15. Amount will be paid based on the number of food packs and beverages supplied and accepted.

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16. The contractor should meet any additional requirements of tea, snacks and lunch as demanded by BHEL which will be informed in advance.
17. The supplier shall comply with all the legal compliances applicable to this service.
18. In case of shortage / non supply of food items in time or if the food items supplied are not of expected quality, the total charges on account of alternative arrangements made by us to supply the same shall be deducted from the contractors running bills.

IMPORTANT POINTS TO BE TAKEN CARE OF WHILE SUBMITTING OFFER.

- (a) Should a Tenderer find discrepancies or omissions in the Tender documents or should there any doubt as to their meaning, he should at once address the authority inviting the Tender, for clarification well before the due date, so as to submit his Tender in time. (No extension of time shall be given for submission of the Tender on any account) Every Endeavour is made to avoid any error which can materially affect the basis of the tender but the successful tenderer shall take upon himself to provide for the risk of any error which may be subsequently by discovered and shall make no subsequent claim on account thereof.
- (b) Conditional, unwitnessed, late Tenders, Tenders containing prima-facie absurd rates and amounts, Tenders which are incomplete or otherwise considered defective and Tenders not in accordance with the Tender conditions herein contained and the Tenders not in original **ARE LIABLE TO BE REJECTED**
- (c) Vendors are advised to get themselves acquainted with the site conditions, the scope / work details before submitting the offer.
- (d) All entries in the Tender documents should be in one ink. Erasures and overwriting are not permitted. All cancellations and insertions should be duly attested by the Tenderers concerned
- (e) Unit rate shall be the basis for arriving the amount. The unit rate quoted shall be written in words as well as in figures. Wherever there is a difference between the two, the rates quoted in words will be taken as final and binding on the contractor
- (f) The Tender must be signed separately and legibly by Partner / Director 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 self-attested must accompany the proprietor or partner.
- (g) If a Tenderer deliberately gives wrong information in his Tender or creates conditions favorable for the acceptance of his Tender, BHEL will REJECT SUCH TENDER AT ANY STAGE.
- (h) Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
- (i) Canvassing in any form in connection with Tenders is strictly prohibited and the Tenders submitted by the Contractors who resort to canvassing will be liable for rejection. The Tender schedule and the Tender shall be deemed to form an integral part of the Contract to be entered into for this work.
- (j) Submission of Tenders by electronic media like e-mail, Internet, fax etc. followed by hard copy, is acceptable and will be at the sole risk of the Tenderer. The Tenders thus submitted will be final and binding on the Tenderer. BHEL will not be responsible for any

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consequences that may arise in this regard.

- (k) Late and Delayed Tenders will be summarily rejected and under no circumstances it will be considered and accepted.
 - (l) All corrigenda/addenda/amendments/time extensions/clarifications, etc. to the tender will be hosted on BHEL & Govt. Tenders websites only (<http://www.bhel.com>, <http://tenders.gov.in/> or <https://eprocure.gov.in>)and will not be published in any other media. Bidders should regularly visit above website(s) to keep themselves updated.
- (m) *BHEL may reject the bid or in case the contract has been awarded, then terminate the contract apart from taking any other suitable action under the contract or applicable legal provisions or BHEL guidelines including Guidelines for suspension of Business Dealings, without any liability for any compensation to the bidder if, BHEL discovers at any time that any statement made by the bidder in the affidavit cum undertaking is false, fraudulent or Any document submitted by the bidder was fake and forged Or If BHEL determines in the sole discretion that any statement was aimed at deliberately misleading BHEL with a view to ensure award of the subject contract to the bidder.*
- (n) The contractor shall follow norms of BHEL security system for movement of men & materials within the complex including biometric system.
- (o) The workmen to be deployed by the contractor shall adhere to the safety / security rules and regulations of the Company and any person who is found to be violating the security / safety rules of the company shall be replaced immediately at the cost of the contractor.
- (p) The contractor shall strictly adhere to various labour laws in force.
- (q) The decision of In-charge for this contract shall be final and binding on the contractor regarding clarification of items of works.
- (r) Lowest prices received against BHEL tenders need not be the technically acceptable one, and in that case, BHEL reserves the right not to consider the same.
- (s) In all matters of disputes, the decision of the General Manager, BHEL, Tiruchirappali-14 shall be final and binding on the Contractor

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GENERAL TERMS & CONDITIONS OF CONTRACT

1. Definition:

In these General Conditions of Contract, the following terms shall have, I 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 within 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 firm or company and the permitted assigns of such individual or firm or Company.
- d) "The Officer-In charge" means, the Officer deputed by the respective area **HOD** to supervise the work or part of the work.
- e) "Approved" and "Directed" means, the approval or direction of the respective area **HOD** or person deputed by him for the particular purposes.
- f) "BHARAT HEAVY ELECTRICALS LIMITED" (hereinafter referred to as BHEL) shall mean the Board of Directors, Chairman, Executive Director, General Manager or, other Administrative Officer of the said Company including Sr.Manager / WCM authorised to invite tenders and enter into contract for works on behalf of the Company.
- g) The "Contract sum" means, the sum accepted or the sum calculated in accordance with the prices accepted in tender and / or the contract rates as payable to the contractor for the execution of the 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 any 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.

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,plants,equipments and transport, which may be required for the execution of the 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

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of the work. No. extra charges consequent on any misunderstanding in these respects or otherwise will be allowed.

4. Deviations:

The contractor shall carry out any Scope of work as per instructions of Executing official.

5. 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.

6. Sub-Contract:

The Contractor shall not sublet any portion of the contract without the prior written approval of the BHEL.

7. 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 statutory regulations or by-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

8. Security Deposit:

The contractor whose tender has been accepted shall, within seven days of receipt of the notification of acceptance of his tender, should deposit Security deposit of ₹ 10,000/-.

Modes of Deposit:

The amount, Security Deposit of ₹ 10,000/- may be accepted in the following forms:

- i) Cash (as permissible under the extant Income Tax Act)
- ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
- iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
- iv) 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)
- v) 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)

General Terms related to SD:

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The security Deposit will not carry any interest.

Security Deposit shall be released to the contractor upon fulfilment of Contractual obligations as per terms of contract.

BHEL, shall not be responsible for any loss of securities due to liquidation or any other reason whatsoever or any depreciation in the value of the Securities while in their charge or for any loss of interest thereon.

NOTE: Acceptance of Security Deposit against Sl. No. (iii),(iv) and (v) above will be subject to hypothecation or endorsement on the documents (Signature of the Branch Manager must be present) in favor of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.

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 realized by the sale of the securities or from the interest arising there from or from any sums which may be due or may become due to the contractor payable by BHEL, on any account whatsoever against this contract or any other contract with BHEL and in the event of his Security Deposit being reduced by reason of such deductions or sale as aforesaid, the Contractor shall within seven days thereafter make good in cash or in securities endorsed as aforesaid, any sum or sums by which the security Deposit has been so reduced.

In case of an Award of a Contract and if the Contractor fails to perform or does not comply with the Performance Evaluation Criteria, the Security Deposit will not be refunded / Bank Guarantee encashed.

The Bank Guarantee shall be kept valid until the due date for refund of Security Deposit. Security Deposit has to be deposited within 15 days of LOI/WO. Else attract the provision of "Suspension of Business dealings with Suppliers/Contractors".

9. Orders under the Contract:

All orders, notices etc. to be given under the contract shall be in writing, typescript 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. The Contractor shall carry out without delay all orders given to him.

Contractor shall be deemed to have included in his tender price of all the plant, machinery and appliances required for the purpose of all operations connected with the work embraced under the contract to secure a satisfactory quality of work and rate of progress which in the opinion of the " Contract Signing Officer" will ensure the completion of the work within the time specified. BHEL is having every right to split the schedule and to award the work to single or many parties on the lowest offered rates basis. This is a time bound contract for period mentioned, and does not envisage any extension of time / period.

10. Contractor's Supervision:

1. The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to BHEL Officials.

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2. 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.
3. The Contractor or his accredited agent shall attend when required without making any claim for doing so to the OFFICER-INCHARGE, to receive instructions.
4. The respective area AGM shall have full powers and without assigning any reason, requires 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.

11. Labour:

1. 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.
2. Employees Liability Act. 1938, Workmen's Compensation Act 1923 or any other Act or enactment, relating thereto and rules framed, there under from time to time.
3. Contractor shall be responsible for making payment of wages before expiry of 7days from the last day of wage period and to ensure disbursement of wages in the presence of the authority's representative of contract operating division who shall record under his signature at the end of entries in the Register of wages.
4. Contractor to obtain license under CL(R&A) Act, 1970.
5. As per BHEL circular HR-Welfare circular dt 08.04.2014, the following additional wages per month has to be paid over and above minimum wages declared by Tamil Nadu Government to labours as:
 - a) Unskilled : ₹ 3200/-
 - b) Semi-skilled : ₹ 3700/-
 - c) Skilled : ₹ 4100/-
6. The contractor should bring contract Worker to BHEL premises at his/her own cost, risk and execute the work allotted to him in BHEL premises.
7. 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 and regulations.
8. The workmen of contractor should be covered under PF, ESI.
9. Bonus @ 8.33 % of total wage to be paid to workmen.
10. Attendance register should be maintained by the contractor.
11. The contractor has to disburse the salary/wages for their workmen preferably through Bank. If wages are paid through Banking channel, the relevant Bank statement/proof for Bank payment should also be produced along with PF and ESI challans to Welfare Section every month.

12. Precautions against Risk:

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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 minimise the amount of any such loss or damage and for the necessary steps to be taken for the said purpose.

13. Damage & Loss to Private Property & Injury to workmen:

The Contractor shall at his own expense reinstate and make good to the satisfaction of the respective area **AGM** 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 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.

14. Laws Governing the Contract:

The contract shall be governed by the Indian Laws for the time being in force.

15. 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 of 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 having borne to do any act, in relation to the obtaining or execution of this or any other contract for BHEL service,

OR

b) enter into 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) To obtain' a contract with BHEL as a result of ring tendering or by non-bonafide methods of competitive tendering, without first disclosing the fact in writing to BHEL.

16. Cancellation of Contract for Insolvency Assignment of Transfer or Subletting Of Contract:

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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, Sublets or attempts to assign, transfer or sublet any portion of the work without the prior written approval of the BHEL.

d) Whenever BHEL exercises the authority to cancel the contract under these 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 the respective area **AGM**) being less than the contract cost, the advantage shall accrue to BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by the respective area **AGM** 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 BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the respective area **AGM** whose decision shall be final and conclusive.

f) Labour engaged by the contractor should be disciplined & exhibit good behaviour in dealing with employees of BHEL. Any misbehaviour or conduct of any person engaged by the contractor is not good, contractor shall change that person immediately or else it may even lead to termination of the contract & security deposit will be forfeited as penalty.

17. Cancellation of Contract In Part or Full for Contractor's Default:

If the contractor:

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- a) makes default in carrying out the work as directed and continues in that state after a reasonable notice from the respective area **AGM** or his authorized representative:
- b) fails to comply with any of the terms & 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 c only such work order or items of work in default from the contract. Whenever BHEL exercises the authority to cancel the contract as a whole or part under this condition, BHEL may complete the work at the contractor's risk and cost (as certified by the respective area **AGM** which is final and conclusive) being less than the contract cost, the advantage shall accrue to BHEL. If the cost exceeds the money due to the Contractor under this contract, the Contractor shall either pay the excess amount ordered by the respective area **AGM** or the same shall be recovered from the Contractor by other means. In case 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 BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the respective area **AGM** whose decision shall be final and conclusive.

18. Termination of Contract on 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.

19. 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 respective area **AGM** 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 foreclosing of the work.

20. Submission and Processing Of Bills:

Payment of Bills:

1. Payment will be made after completion of work on pro-rata basis on acceptance and certification of bills by BHEL Engineer.
2. Payment shall be made against Certification by respective area **Engineer in charge**.

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 respective area **HOD** separately details

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of their claims for the work done by them up to and including the previous month which are not covered by their 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 will be at the sole discretion of BHEL.

21. Along with bills, Contractors has to furnish copy of the following documents for further processing of bills:

- a) Documentary proof for payment of PF/ESI with respect to the employees engaged by the contractor with payment details relating to individual names to be submitted.
- b) Copy of payment challan of previous Month / Quarter as proof of deposit of Service Tax along with a certificate from the Contractor that tax collected from BHEL has been remitted to tax authorities.
- c) Any other relevant document which is required from time to time as per BHEL requirement.
- d) If the Contractor is not registered for any statutory obligation and not liable thereto, then a declaration shall be submitted along with offer that they are within the threshold limit.

22. Recovery from Contractor:

Whenever under the contract, any sum of money, shall be recoverable from or payable by the Contractor, 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 unless the contractor pays the claim on demand.

23. 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.

24. Refund of Security Deposit:

The Security Deposit mentioned in condition 8 above may be refunded to the Contractor after a period of 6 months on termination or expiry of the contract provided always that the Contractor shall first have been paid the last and final bill and have rendered a "NO DEMAND CERTIFICATE".

25. 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, Earthquake etc.) then provided notice of happening of any such

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event is given by either party to other within 7 days from the date of occurrence thereof neither of the parties shall by reason of such event be entitled to terminate this Contract or claim for damages against the other in respect of such non-performance or delay for such period. 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 may be granted for periods considered reasonable by the respective area **HOD** at his discretion subject to prompt notification by the contractor.

26. 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 respective area **HOD** or Accepting Officer or any other person is by the contract expressed to be final and conclusive shall after written notice by either party to the contract to the other party be referred to the Arbitrator, to be appointed by the GENERAL MANAGER of BHEL in his sole discretion. 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.

27. Signing Of Contract:

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

28. LIQUIDATED DAMAGES (LD)/PENALTY:

If the contractor fails to complete the service/work as per terms & conditions of the order within the delivery schedule,

- a) LD shall be levied @ 0.1 % of the order value per week of delay or part thereof subject to a maximum of 10 % of the full order value.
- b) In case of any change to the order value, the LD shall be @ 0.5 % of the revised order value per week of delay or part thereof subject to a maximum of 10% of the revised order value.

29. Biometric Entry/Exit System for Contract Workmen:

1. The Entry/Exit of the employees engaged by contractor is to be regulated only through Biometric system.

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2. The Contractor initially will be issued with a temporary gang pass for his/her employees for a period of ten days.
3. The contractor should arrange photo coverage for all his/her employees within the above stipulated time.
4. The contractor has to submit FORM-I for all his/her contract employees. All the particulars required in FORM-I are to be provided by the contractor without fail.
5. Every employee of the Contractor shall be provided with Employment Card as per Form XIV (as per Rule 76 of the Contract Labour (Central) Rules, 1971 and the contractor shall instruct its employees to carry the Employment Card as well as Entry Card without fail, while entering/exiting factory.
6. The contractor should educate his employees in registering the attendance through the system.
7. Whenever a contract employee migrates or leaves service of the contractor, the contractor has to surrender the biometric card of the particular employee to Contract Cell with immediate effect, without fail.
8. On completion of the work, the contractor has to surrender all the biometric entry cards issued to its employees immediately to the contract cell. Otherwise, an amount of Rs.100/- per card will be deducted from the final bill/security deposit of the contractor.
9. If any contract employee lose his/her entry card, the contractor shall arrange a duplicate entry card for the employee by paying an amount of Rs.100/-.
10. The Contractor is totally responsible for the biometric cards issued to his/her employee.
11. The Contractor has to indemnify BHEL for all the damages and losses caused by his/her employees.

30. Common Terms and Conditions for Works Contract relevant to Safety:

1. All the Contract employees should be trained on Safety and certified by Safety/BHEL. New employees should undergo Safety Training before take up the work, without Safety Training no contract person is allowed to do any work.
2. Use of cell phones and other mobile electronic devices (including hands-free devices) in the work spot and during the operation of a vehicle in the BHEL premises is prohibited.
3. Contract employees working on BHEL premises must wear appropriate personal protective equipment. Strict adherence to all required Personal Protective Equipment (Helmet, Safety Shoes and Goggles) are mandatory, specific PPE requirements will be based on job type or tasks performed.
4. Excessively loose-clothing, dhoti/Lungi is prohibited especially around rotating or moving equipment.
5. The contractors' work area should be kept clean and orderly, free of clutter and trash, so that work may proceed in a safe and orderly manner. Tools should be safely positioned during use and promptly put away when no longer required.

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6. Fire-fighting, emergency shutdown devices, and life-saving equipment, should not be blocked by the contractor/employees and access to the path to this equipment should be maintained at all times.
7. Only approved equipment should be used in locations where flammable mixtures are present. A Hot Work Permit is required when open flames, or electric arcs are in the work area and while handling flammable materials.
8. Smoking is not allowed in work area.
9. BHEL operate under a comprehensive Emergency Response Plan. Contractors should be aware of the site Emergency Response Plan and communicate that plan to all their employees.
10. It is recommended that the contractor should know & display the emergency phone numbers like Fire, Ambulance, Safety, Security etc. at their work area.
11. It is the responsibility of the contractor to understand and use the appropriate Work Permits and to verify any permit requirements at the location. Contractor must make necessary arrangements with their Representative to acquire appropriate authorization to perform those operations at the site.

31. FRAUD PREVENTION POLICY

The Bidder along with its associate / collaborators / 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 fraud or suspected fraud as soon as it comes to their notice”.

Fraud Prevention policy and List of Nodal Officers shall be hosted on BHEL website, vendor portals of Units / Regions intranet.

32. SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS / CONTRACTORS:

Penal action can be initiated on the suppliers / Contractors in line with extant ‘Guidelines for Suspension of Business Dealings with Suppliers/ Contractors. The abridged version of extant ‘Guidelines for suspension of business dealings with suppliers/ contractors’ has been uploaded on <http://www.bhel.com> on “supplier registration page”.

33. RISK PURCHASE:

a) In the event of any successful Tenderer’s failure to fulfil any of the tender / Contract obligations as per Contract / Agreement, BHEL may entrust the job to alternate vendor and get it completed to meet the BHEL requirement and additional expenditure, if any, including consequential cost viz., demurrage etc., will be fully recovered from the Contractor who failed to complete the job in line with the Contract.

b) The decision of BHEL with regard to the actual losses / consequential expenditure incurred by BHEL shall be final and binding on the Contractor.

In case vendor fails to fulfil any of the tender / Contract obligations as per Contract / Agreement, contract shall be cancelled and SD shall be forfeited

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34. STATUTORY REQUIREMENTS:

- a. All statutory requirements under Minimum Wages Act, 1948, Factories Act 1948, Workmen Compensation Act 1923, Employees Provident Fund and Miscellaneous Provisions Act, 1952, Payment of Gratuity Act 1972, Employee State Insurance Act 1948, Contract Labour (R&A) Act 1970, Payment of Bonus Act 1965, Income Tax Act, Service Tax Act and all other applicable Acts shall be complied with by the Contractor.
- b. Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.
- c. Contractor shall 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.
- d. Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and provide a copy of the same to BHEL.
- e. Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.

35. REGISTERS & RECORDS:-The Contractor shall maintain all registers and records in the proper manner and as required by the regulations of the various authorities concerned and indemnify the Employer from the consequences due to any inaccurate or faulty documentation on the part of the Contractor.

36. PRECAUTIONS AGAINST 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 purpose

37. REMOTE TRANSACTIONS:- The Contractor shall agree to and comply with all such terms and conditions as BHEL may prescribe from time to time and shall confirm that all transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centers, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication established by BHEL shall constitute legally binding and valid transactions when done. Any transaction pertaining to the tender from both the parties of business done round the clock irrespective of the office or business hours of the companies, are valid legally and binding on both the parties. This applies to the extent only in such cases where deadline time for transaction is not specifically declared by either or both the parties to the business. In case Letter of Intent (LOI) is issued through email, the PC generated time and date of mail shall be construed as the official time and date of release of LOI. In as much as this date is within the last date of validity given by the bidder the LOI is said to have been issued within the validity period and shall be binding on both the parties to the business.

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38. CHANGE IN CONSTITUTION OF FIRM:- Changes in constitution of firm whenever it is made after submission of application or during currency of the Contract, the existing firm has to duly inform the proposed changes to Contracting department of BHEL at the appropriate time before the changes in the constitution are made. In case the absence of any such information BHEL is not responsible for the consequences arising out of the absence or suppression of information and the issue / dispute arising out of these changes and the firm is responsible for settling the issue or dispute among themselves (Partners etc.) or with the bankers or with any third party. Under the above circumstances when dispute arises and the firm does not inform the change in the constitution of the firm BHEL has the right for suspending or terminating the Contract.

Employer Interests:-

Contractor shall watch and safeguard Employer's interests during the performance of the work. The Contractor shall carefully check each consignment with the relevant Dispatch documents to ensure correctness of each dispatch and each delivery

39. Signing the Tender

The Tender shall be signed by the Authorized Signatory Only. Authorized signatory shall be the person holding 'power of attorney' on behalf of the firm / company / bidder-concerned authorized / empowered to act on behalf for the specific purpose

Authorized signatory should have Power of Autonomy issued by MD or Board of Directors or authorized person for this purpose for quoting Tender and all procedures connected with, till finalization and execution of the Contract.

In case the Bidder is a Partnership Firm under Partnership Act, the Tender shall be signed by all the Partners of the firm or by the Managing Partner who have Signature and Seal of the Contractor authorized to do so or by a person holding the Power of Attorney on behalf of the Partnership Firm.

A copy of the Partnership Deed and / or a copy of the Power of Attorney, Self-attested shall accompany the Proprietor or Partner of the Company.

BHEL will not be bound by any other Power of Attorney granted or the change in the composition of the firm made, subsequent to the execution of the Contract agreement. They may however recognize such Power of Attorney or change in status after obtaining legal advice and the cost involved in that connection shall be chargeable to the bidder concerned.

40 Witnessing the Tender opening

The representative of the Bidder may choose to witness the Tender opening have to produce the Authorization Letter, as per the enclosed proforma, before opening of the Tender. The

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representatives without Authorization Letter in the prescribed format will not be allowed to participate in the Tender opening.

Only one representative from one bidder will be allowed to participate in the Tender opening.

41 JURISDICTION

In case of any suit or other legal proceedings arising under or relating to this Contract, the courts at Trichy, Tamil Nadu only shall have the Jurisdiction and is only after exhausting the, Arbitration

42. Tenders submitted by post should be sent "Registered Post with Acknowledgement due". These should be posted with due allowance for any delay in postal delivery. Tenders received after the due date and time of opening, tenders are liable to be rejected.
43. If tenderer expires after the submission of his tender or after the acceptance of his tender the BHEL may, at their discretion, cancels such tender. If a partner of a firm expires after submission of tender or after the acceptance of the Tender, BHEL may cancel such Tender at their discretion unless the firm retain its character.
44. The work must be completed within the period specified against the tender
45. In case of opening day falls on holiday or happened to be declared as a holiday, the receipt and opening of the tender shall automatically fall on the same timing of the next working day. You / your authorized representative may participate in the tender opening with authorization letter for Tender opening.
46. Documentary evidences (Xerox copies -self-attested) for turnover, works experience, value of work executed in the similar nature of work, etc EPF, ESI, Service tax and Balance sheet ,Profit & Loss account & IT returns for the years specified etc., all as required & indicated in the tender document should be furnished, without which the tender shall not be considered for further evaluation. The tenderers shall produce original document for verification if so decided by BHEL.
47. The bidder representative may be called for discussion with the committee. His originals may be verified by the committee. In addition to above their organisation chart and detail list of manpower and technically capability will be discussed and ascertained by the committee.
48. BHEL reserves the right to verify the credentials of the bidder at any time. Details of qualifying work(s) executed by the bidder may be forwarded to the principal employer for verification of the work with respect to completion, commencement & completion date and value of the work executed. Performance feedback of the bidder may be sought from the principal employer.
49. The works executed in the own name of the tenderer only will be considered for eligibility criteria.
50. The offers of the tenderer / bidders who are on the banned list and also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site (www.bhel.com → Tender Notification → List of Banned Firms)

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51. Similarly, the offers of the bidders who are suspended (under hold/ delist) for business dealings by BHEL shall not be considered. Please note that lifting/ restoration of suspension (Ban/ Hold/ De-list) of business dealing is not automatic after expiry of specified suspension period. Hence, vendor shall be considered as suspended for business till suspension is lifted by BHEL in writing on specific request of the vendor as per extant guidelines
52. Documents submitted along with the offer shall be duly signed and stamped in each page by bidder/authorized representative of the bidder
53. No advance / mobilization advance will be given and the part payment or advance for raw materials brought by the successful tenderer will not be paid. Payment will be made only for the quantities actually executed for a finished item of work as measured and accepted finally. No separate payment will be paid for invisible and visible wastage and scrap materials. No advance payment will be made. No part payment will be made.
54. The rate offered is for finished item of works as per Bill of quantities and shall provide for the complete cost towards fuel, tools, tackles, plant & machinery, temporary works, labour, materials, levies, taxes, transport, lay-out, repairs, rectifications, maintenance till handing over, supervision, labour colonies, establishment, services, roads, revenue expenses, overheads, profits & all other incidentals etc., complete. The contractor shall pay and bear all taxes, fees, license charges, Cess, duties, deposits, tolls, royalties, commission or other charges which may be leviable on account of his operations in executing the contract
55. The rate quoted includes all taxes except service tax. However the service tax as applicable for this contract work can be claimed from BHEL along with their monthly bills for further payment to be made to the authorities concerned. The contractor has to submit the service tax payment challan as a documentary proof of having paid the service tax for the previous bill for which he has received the service tax payment along with the subsequent bill for which payment has to be processed.
56. **New Taxes / Levies**

In case the Government imposes any new levy / tax on the output service / goods / work after award of the contract, the same shall be reimbursed by BHEL at actual.

In case any new tax / levy / duty etc. becomes applicable after the date of Bidder's offer, the Bidder / Contractor must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of Price Bid. Claim for any such impact after opening the Price Bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.
57. In case any adverse information is received concerning performance, capability or conduct of the bidder after issue of tender enquiry, BHEL reserves the right to reject the offer at any stage as deemed fit.
58. BHEL shall not be liable for any expenses incurred by bidder in preparation of bid irrespective

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of whether it is accepted or not.

59. Quotations received from bidders who do not fulfil the Pre qualification requirement shall be summarily rejected without any further evaluation and information to bidders.
60. It shall be the responsibility of the contractor to ensure that, all the certificates submitted for pre-qualification, remains valid at all times even after award and during the entire duration of contract
61. The works contract to be entered in to with the contractor will be governed by the BHEL Revised General Conditions of contract in force.
62. Bharat Heavy Electricals Limited will not be bound by any power of attorney granted by the tenderer or by changes in the composition of 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.
63. The contractor should extend full co-operation to the other contractors who may be doing other works in the same areas to enable them to execute their portions of work without any delay or difficulty.
64. The expenses for completing and stamping the agreement shall be borne by the contractor
65. Tenderers shall not increase their quoted rates in case the Bharat Heavy Electricals Limited, negotiates for negotiation for reduction of rates. Such negotiation shall not amount to cancellation or withdrawal of the original offer and the rates originally quoted shall be binding on the tenderers for a period of four months from the date of opening of tenders.
66. TENDERERS should fill in all the required particulars in the blank spaces provided for this purpose in the tender documents and also sign each and every page of Tender Documents before submitting their tender.
67. In quoting their rates, the tenderers are advised to take account all factors including any fluctuations in the market rates etc. No claim will be entertained on this account after acceptance of the tender or during the currency of the contract
68. If after opening of tenderer revokes his tender or increases his earlier quoted rates or after acceptance of his tender does not commence the work in accordance with the instruction of the Engineer-in-charge, the Earnest Money deposited by him will be forfeited and acceptance of his

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tender withdrawn. If only a part of the work included in the tender had been awarded to the tenderer, the amount of Earnest Money to be forfeited will be based on the value of the contract so awarded.

69. The Chairman / General Manger / Deputy General Manager / Deputy Manager / Senior Engineer shall be Accepting Officer, herein after referred to as such for the purpose of this contract.
70. Contractor has to ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, experience etc. acceptable to concerned department.
71. Contractors are advised that contract labours must be employed without any discrimination on caste or creed or religion basis.
72. The contractor should extend full co-operation to the other contractors who may be doing other works in the same areas to enable them to execute their portions of work without any delay or difficulty.
73. Tenderers participating in the tender should declare in their technical bid that whether they have been black-listed / kept on hold for a specified period / given Business holiday for a specified period by any Public sector undertaking or Government departments. The reasons for such action with details and the current status of such hold shall be clearly furnished to BHEL. If no such details are mentioned in the offer then it will be construed that the subject bidder is not under any such hold. But at a later date if it comes to the notice of BHEL about any such hold under enforcement on the subject bidder, BHEL will have every right to reject the offer of such vendors at any point of time and also under any stage of the finalisation of the subject tender irrespective of the status of the subject bidder in that tender. Such bidders will not be permitted to participate in the further tender proceedings and will be communicated suitably. They will not be also considered for any on going tenders even if participated till the hold is officially lifted and confirmed in writing.
74. The contractor by submitting the tender undertakes that, they had never been found guilty by a court of law in India for any offence in involving fraud, dishonesty and moral turpitude. If at a later date, if it comes to the notice of BHEL about any such occurrences on the subject bidder, BHEL will have every right to reject the offer of such vendors at any point of time
75. Time is the essence of the contract. The contractor shall ensure and maintain uninterrupted progress of the work as directed by Engineer in charge such that the work shall be completed within the time imposed
76. BHEL reserves its right to reject the tender at any stage on account of unsatisfactory past performance by the present tenderer in another project / sister unit awarded under different enquiry.
77. None of the documents issued with reference to the contract shall be used by the contractor for any purpose other than that of this contract. The Contractor shall take necessary steps to ensure that all persons employed on any work in connection with this contract have noticed that the Indian official Secrets Act 1923 (XIX of 1923) applies to them and shall continue so to apply even after the execution of such works under the contract.
78. The Contractor shall fully indemnify B.H.E.L or the agent, servant, or employee of B.H.E.L against any

Name of Works: WORKS CONTRACT FOR CATERING FACILITIES TO STAFF WORKING AT WATER HEAD WORKS OF BHEL-TRICHY FOR YEAR 2017-18.

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action, claim or proceeding relating to infringement or the use of any patent or design or any alleged patent or design rights, and shall pay any royalties which may be payable in respect of any article / or part thereof included in the contract. In the event of any claims being made or action brought against B.H.E.L or any agent, or servant or employee of BHEL in respect of matters aforesaid the Contractor shall immediately be notified thereof for taking necessary action provided that payment of indemnity shall not apply when such infringement has taken place in complying with the specific directions issued by the BHEL but the Contractor shall pay any royalties payable in respect of any such use.

79. Admission to Site: The Contractor shall not enter on (other than for inspection purposes) or take possession of the site unless permitted to do so by the Engineer-in-charge. The portions of the Site to be occupied by the Contractor will be clearly defined and marked on the site plan, and the Contractor will on no account be allowed to extend his operations beyond these areas. The Contractor shall provide, if necessary or required at the Site, temporary access there to and shall alter, modify and maintain the same as required from time to time. He shall take out and clear away the access route when no longer required and restoring the area to its original condition. The Engineer-in-charge shall have power to execute other works (whether or not connected with the work in the contract agreement) on the site contemporaneously with the execution of the original work and Contractor shall give reasonable facilities for this purpose. B.H.E.L reserves the right of taking over, at any time, any portion of the site which they may require and the Contractor shall at his own expense clear such portion forthwith. No photographs of the Site or of the work or any part thereof shall be taken, published or otherwise circulated without the prior approval of the Engineer-in-charge. No such approval shall however exempt the contractor from complying with any statutory provisions in regard to the taking and publication of such photographs. B.H.E.L Officials connected with the Contract shall have the right of entry to the Site at all times. Engineer - in charge shall have the power to exclude from the site any person whose admission there to may, in his opinion be undesirable for any reason whatsoever.

80. In the unforeseen event of inordinate discontinuity of work is anticipated, BHEL at its discretion may consider short closing the contract. In such a case, the estimated value of the unexecuted portion of work as mutually agreed, shall however be reduced from the final contract value. Contract value for this purpose shall mean executed contract value plus value of unexecuted portion of work as per rate schedule

81. Final Bill

As soon as possible after the completion of the work to the satisfaction of the Engineer-in-charge, the contractor shall forward a certified final account on BHEL form, in duplicate. It shall be accompanied by all abstracts, vouchers etc., in support thereof and shall be prepared in the manner prescribed by the Engineer-in-charge. No claims will be entertained after the receipt of the final bill. The Contractor shall be entitled to be paid the final sum less the value of payments already made on account subject to certification of the final bill by the Engineer-in-charge. Any sums due from the contractor on account of Tools & Plant, Stores or any other items provided by BHEL not yet recovered from the contractor shall be deducted from the final sum aforesaid. No charge shall be allowed to the Contractor on account of the preparation of the final bill.

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ANNEXURE- I

FORMAT FOR CLIENT'S CERTIFICATE REGARDING PERFORMANCE OF CONTRACTORS

Name & Address of the Client.....

Details of works executed by Shri . M/s

1. Name of work with brief particulars :
2. Agreement No. and date :
3. Date of commencement :
4. Stipulated date of completion :
5. Actual date of completion :
6. Details of compensation levied for delay, if any:
7. Tendered amount :
8. Gross amount of the work completed:

9. Name and address of the authority under whom work executed :

10. Whether the contractor employed qualified Sanitary Inspector / Supervisor during execution of work? :

11. (i) Quality of work (indicate grading) : Outstanding/V.Good/Good/Poor
(ii) Amount of work paid on reduced rate basis, if any :

12. (i) Did the contractor go for arbitration ? :
(ii) If yes, amount of claim :
(iii) Amount received :

13. Comments on the capabilities of the contractor
(a) Technical Proficiency : Outstanding/V.Good/Good/Poor
(b) Financial Soundness : Outstanding/V.Good/Good/Poor
(c) Mobilisation of adequate T & P : Outstanding/V.Good/Good/Poor
(d) Mobilisation of manpower : Outstanding/V.Good/Good/Poor
(e) General behaviour : Outstanding/V.Good/Good/Poor

NOTE: All columns should be filled in properly.

Signature of the Certifying Officer with Official seal