



03. RAGIBALL / CHAPATHI PREPARATION SERVICES

GENERAL TERMS AND CONDITIONS

01. The job involves Preparation of Chapathi and Ragiball on Piece Rate Basis at EDN premises.
02. The scope of contract is more elaborately explained in the Annexure I & II enclosed.
03. The Tenderer shall deposit a Security Deposit, on signing the contract which will not carry any interest.
04. Security Deposit may be furnished in any one of the following forms:
 - a) Cash (as permissible under the Income Tax Act)
 - b) Pay Order, Demand Draft in favour of BHEL.
 - c) Local cheques of scheduled banks, subject to realization.
 - d) Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc.
(Certificates should be held in the name of Contractor furnishing the security and duly pledged in favor of BHEL and discharged on the bank)
 - e) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act subject to a maximum of 50% of the total security deposit value. The balance 50% has to be remitted either by cash or in the other form of security. The Bank Guarantee format should have the approval of BHEL.
 - f) Fixed Deposit Receipt issued by Scheduled Banks / Public financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.
 - g) Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit should be collected before start of the work and the balance 50% may be recovered from the running bills.
 - h) EMD of the successful tenderer shall be converted and against the security deposit.
 - i) The Security deposit shall not carry any interest.

NOTE: Acceptance of Security Deposit against Sl. No.5(d) and 5(f) above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewable of the documents or in any other matter connected therewith.
05. The Security Deposit will be refunded by BHEL after due fulfillment of the contract, on the contractor rendering a No Demand and No Due Certificate, and after adjusting any sums due to BHEL from the contractor under any other contract with this division or any other sister division of BHEL.
06. Within seven days of receipt of intimation of award of the contract from BHEL, the Tenderer shall execute a formal agreement on stamp paper of Rs. 200/- for due performance of the work as per the accepted tender, as per BHEL Format.



07.ARBITRATION

- a. Except where otherwise provided for in the contract all questions and disputes relating to the contract terms and instructions herein before mentioned and as to the quality of food items or materials used or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, instructions, order or these conditions or otherwise concerning the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the General Manager of Bharat Heavy Electricals Limited, Electronics Division, and if the General Manager is unable or unwilling to act, to the sole arbitration of some other person appointed by the General Manager willing to act as such arbitrator.
- b. There will be no objection if the arbitrator so appointed is an employee of Bharat Heavy Electricals Ltd, Electronics Division and that he had to deal with the matters to which the contract relates and that in the course of his duties, as such he had expressed views on all or any of the matters in dispute of difference, the arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, such General Manager as aforesaid at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as arbitrator in accordance with terms of the contract. Such persons shall be entitled to proceed with the reference from the stage at which his predecessor left it.
- c. It is also a term of this contract that no person other than a person appointed by such General Manager, as aforesaid should act as arbitrator and if for any reason, not possible, the matter is not to be referred to arbitration at all in cases where the amount of the claim in dispute is less than Rs.50,000/- (Rupees Fifty Thousand only) the arbitrator shall give reasons for the Award.
- d. Subject as aforesaid the provisions of the Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.
- e. It is a term of the contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.
- f. The arbitrator(s) may from time to time with consent of the parties enlarge the time, for making and publishing the award.
- g. The supply of man power under the contract shall if reasonably possible, continue during the arbitration proceedings and no payment due or payable to the supplier shall be withheld on account of such proceedings.
- h. The arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the dates of first hearing.
- i. The arbitrator shall give a separate award in respect of each dispute or difference referred to him.
- j. The venue of arbitration shall be such place as may be fixed by the arbitrator in his sole discretion.
- k. The award of the arbitrator shall be final, conclusive and binding on all parties to this contract.



08. a) The contractor shall comply with the provisions of the Factories Act 1948, the Payment of the Wages Act 1936, Minimum Wages Act 1948, Workmen's Compensation Act 1923, Income Tax Act, Service Tax Act, KVAT Act, Employment of Children Act 1938, ESI Act 1948, PF Act 1952, & other Acts, Central or State, that may be applicable to him.
- b) The contractor shall comply with all statutory requirements, Rules, Regulations, and notifications in relation to employment of his employees issued from time to time by the concerned authorities.
- c) He shall be liable to pay all such sum or sums that may become payable as contribution, compensation, penalty, fine or otherwise, which the Management of BHEL may be called upon to pay under the provisions of the above said Acts, to or on behalf of any workmen employed by the Tenderer by an authority empowered under the relevant Act.
- d) Any cost incurred by the management of BHEL in connection with any claim or proceedings under the said Acts, or in respect of loss, injury or damage howsoever negligent on account of imperfect or improper performance of this contract by the Tenderer, his workmen, servants or agents and any money which may become payable to the Management of BHEL as aforesaid shall be deemed to be money due under the terms of this contract or accruing to the Tenderer by the management of BHEL or may be recovered by the management of BHEL from the Tenderer in any other manner.
09. i] The contractor should take independent code numbers under EPF Act 1952 and ESI Act 1948, and shall cover his workmen under the Employees Provident Fund Schemes and Employee State Insurance Act 1948 & show proof of payment of subscription / contributions / Returns to the concerned authorities. Both in respect of ESI / EPF the Tenderer shall obtain necessary declarations forms from his workmen and obtain individual IP nos. and PF nos. and shall furnish to the company necessary proofs for having made remittances of ESI & PF contributions in respect of all his workmen engaged by him. The Tenderer to provide PF pass books to his employees.
- ii] As regards Employees State Insurance Act, the contractor shall submit true Photostat copies of the challans of remittance of the contributions (both Employees and Employers) to the ESI Corporation, in respect of the employees engaged in BHEL by him for this work for the relevant period, before any payment is released by BHEL. The Tenderer shall provide ESI membership no./card to each of his employees. The contractor shall maintain the prescribed accident book. The Tenderer shall submit Returns to the Authorities and a copy of the same should be submitted to BHEL.
- iii] As regards Employees Provident Fund and Miscellaneous Provisions Act 1952 and rules and regulations and schemes framed there under, he shall be liable to pay employees & employers contribution under the Act in respect of all workmen employed by him for the execution of the contract.
- iv] For this purpose, he shall indicate the code number obtained by him from the Regional Provident Fund Commissioner and produce the true Photostat copy of the challan receipt of monthly remittance of the contributions made by him. He shall also furnish such returns as are due, under the Act, to be sent to the appropriate authorities and subsequently a copy of the same



should be submitted to BHEL. Submission of the documents like book of the A/c etc., as required by ESI/PF authorities also to be complied with.

10. This arrangement is purely on temporary basis and it is subject to extension / renewal solely at the option and discretion of the management of BHEL.
11. The contractor shall follow such Acts, Rules & Regulations of the State/Central Government that are in force and that may be framed from time to time. BHEL shall not be responsible for any infringement of the various statutes in force, by the Tenderer.
12. The Management of BHEL shall have the right to withhold payment of, or make recoveries from claims due to the Tenderer in respect of any loss or damage caused or occasioned in respect of the properties of BHEL under the terms and conditions of this arrangement or any payments necessitated due to the infringement of any statutory obligations, by the Tenderer.
13.
 - a. The tenderer shall not transfer or sublet the contract to any one without the prior written approval of BHEL. The tenderer shall either by himself or through a competent person approved by BHEL authorities, perform the said work.
 - b. The tenderer or his authorized agent approved by BHEL shall be in attendance in BHEL premises during service hours, for supervising the work and completing the tasks by adhering to safe methods and safety norms and the tenderer alone shall make payment to the agent performing supervisory work and BHEL will not entertain any claim in this regard. Failure to do shall constitute breach of the terms of agreement.
 - c. For any negligence of the service by the workmen / Supervisor employed by the tenderer, or for any loss or damage caused or occasioned by himself, his supervisor or workmen in respect of the property of BHEL, the tenderer shall be personally responsible and shall make good the loss forthwith.
14. The contractor shall pay the minimum wages applicable to his workmen as per the notifications of Central/State or any other authority from time to time.
15. The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.

ADMINISTRATIVE INSTRUCTIONS

1. The tenderer shall carry out the work as per the directions and instructions given from time to time in writing by the Management of BHEL and failure to do so shall entail termination forthwith.
2. The persons employed, including temporary hands, shall be free from all type of diseases.
3. The tenderer shall deploy sufficient number of persons for preparation of Ragiball and Chapathi, in order to cover up for absenteeism/Leave of the workers the tenderer shall keep adequate number of extra / Badli workers with PF/ESI numbers.
4. The tenderer shall also provide badges to his employees.



5. If the Management of BHEL engages workers to complete any part or whole of the work as per this contract for any period due to failure of the tenderer to engage adequate number of workers, he has to reimburse to the Management of BHEL the extra cost involved on this account. The extra cost of engaging such workmen by BHEL will be reckoned at the actual rate of wages and statutory payments for the purpose of recovery from the tenderer. There apart, if the tenderer fails to turn out the required number of workers BHEL would be entitled to deduct the amount relatable to such shortage of workers in addition to exercise the right of termination of the contract.
6. Without prejudice to any rights or remedies under this arrangement if the contractor dies, the BHEL authorities shall have the right to terminate this arrangement without any liability whatsoever as regards enlistment of the work for the balance contract period after the death of the contractor.
7. If any controversy regarding performance of any item of work under the contract, it has to be settled before signing in the register by both parties on the same day. No objection will be entertained after the Tenderer / his supervisor has signed in the register.
8. The tenderer shall pay wages to his workmen at the government prescribed rates. The tenderer shall disburse the wages to his workmen on date as prescribed by the Government Agency. The Tenderer shall maintain all the records required under the various applicable Acts. These records need to be preserved for a period of at least 8 years and should be made available even after the contract is over for any verification by the statutory authorities / BHEL authorities.
9. The remittances to ESI & PF authorities in respect of workmen engaged for the work shall be done as per Rules. However, a list showing the names of workmen individually and the details of amounts remitted towards their PF & ESI for each month will have to be enclosed to the bill.
10. The tenderer shall comply with the relevant provisions of the applicable legislations. The tenderer shall furnish necessary returns to the authorities.
11. The Payment will be made on the basis of actual number of chapattis / Ragiballs prepared and on the basis of completion of work scope as defined in Annexure II. The payment will be made to the tenderer on the basis of the bills submitted by him which has to be duly certified by canteen I/C. The bill may be submitted at the end of the month. The payment will be made within minimum of 30 days from the date of submission of bills. The amount will be normally transferred through Electronic Fund Transfer (EFT).
12. The tenderer shall submit returns to the authorities under ESI / PF / CL (R&A) Act, 1970 or any other legislation regularly and copies of the same with endorsement to be handed over to canteen I/C for the purposes of records.
13. The tenderer shall execute an agreement within 7 days of issue of work order, as per BHEL format containing all the terms and conditions, on a Non-Judicial stamp paper of Rs. 200/- The cost of stamp paper to be borne by the Tenderer.
14. The tenderer shall indemnify BHEL against all claims and losses under various labour laws, statutes or any civil or criminal law in connection with the workmen deployed by him.



INFRASTRUCTURE OFFERED BY BHEL & SCOPE OF WORK

FOR PREPARATION OF CHAPATTIS ON PIECE RATE:

01 Facilities Available:

Separate Kitchen with 4 Burners LPG Tava -- 2 Nos.
Chimney ---2 Nos.
Wooden Benches --- 7 Nos.
Wheat Flour kneading M/cs. --- 2 Nos.
Chapatti Wooden Rollers --- 12 Nos.
SS Trays --- 10 Nos. (to keep the prepared chapattis)
Kora cloth to cover the mixed dough

02. Raw Materials for preparing chapattis:

Wheat Flour (Atta) --- (100 -130 Kgs.)
Salt --- To Taste
Edible Oil --- 15 Kgs.

03. Days of Preparation:

- a) Every Monday (Bulk)
- b) Every Friday (Bulk)
- c) Other Days (Tuesday & Thursday for Guests) – Small Qty.

04. Quantity Required (Approximate):

Every Monday -- Morning -- Around 4500 Nos.,
Every Friday -- Morning -- Around 4500 Nos.,
Other Days -- 350 Nos. for Guests.

05. Delivery Time:

Morning : Before 10-30 AM } Monday & Friday
For Guests: Before 12-30 PM } Other Days

06. Other Terms:

- a) The Tenderer shall ensure that required number of persons should be present for the preparation of Chapattis in the morning as mentioned above and handover the prepared chapathis to the Stores.
- b) The Tenderer shall ensure that the quantity of raw materials drawn from the stores and the balance unused should be accounted and returned to the stores.
- c) The Tenderer shall ensure that the entire utensils and Preparation area/Work spot are cleaned before and after the preparation by his own men.
- d) The Chapatti to be prepared is dry phulka type. It should be properly baked, not burnt and it should be smeared with very little oil to maintain softness.
- e) The size of each Chapatti (in diameter) should be 6” to 8” and weight should be 30-35 gms.
- f) The quantity will be counted and certified by the authorized persons.
- g) The quantity may vary depending on the requirement.
- h) The payment will be as per actual quantity prepared and accounted.



INFRA STRUCTURE OFFERED BY BHEL & SCOPE OF WORK
FOR PREPARATION OF RAGIBALLS ON PIECE RATE

01. **Facilities Available/Offered:**

Separate Kitchen with Platform
Firewood Furnace
Copper Vessel (Big) of 100 Kgs. capacity
Honake (5 feet) for stirring -- 4 Nos.
SS Vessels for keeping prepared Ragiballs. -- 7 Nos.
Firewood

02. **Raw Materials for preparation of Ragiballs:**

Ragi Flour --- (80 -120 Kgs.)/per day
Salt --- To Taste
Kora Cloth --- To cover the prepared Ragiballs

03. **Days of Preparation :**

Tuesday and Thursday

04. **Quantity Required (approximate):**

Total Requirement --- Around 2200 Nos. / day

05. **Delivery Time:**

Before 10-30 AM

06. **Other Terms:**

- a) Required number of persons should be present for the preparation of Ragiballs
- b) The quantity of raw materials drawn from the stores and the balance unused should be accounted and returned to the stores.
- c) Ensure cleanliness of the Utensils used and preparation area before and after the preparation.
- d) The Ragiballs should be cooked properly , not sticky and maintain softness. Each ball should weigh 200 gms.
- e) The quantity will be counted and certified by the authorized persons.
- f) The quantity may vary depending on the requirement.
- g) The payment will be as per actual quantity prepared and accounted.



APPLICATION FORM
FOR REGISTRATION / EMPANELMENT OF CONTRACTORS / SUPPLIERS

Complete all sections of the form and send the completed form and attachments in a sealed envelope marked 'Application for Registration of Contractors'. All the pages are to be signed by the authorized signatory and the contractors seal affixed.

1.0 Applicant Particulars:

Name of the contractor / company / establishment / firm			
Constitution or Legal Status	Whether Individual / Partnership / Limited Company / PSU / Others.		
Registered Address:			
Contract Person Name, Designation & Nationality			
Address for correspondence			
Tel.No.		Fax No.	
Mobile No.		Email Address	



2.0 Registration is desired for the following Canteen related works/services:

(Choose from categories for which registration is required and put ✓ mark in the column marked YES)

Sl No.	Nature of Work	Registration required for	
		YES	NO
01	Maintenance and up keep service of canteen premises.		
02	Supply of dry snacks / services.		
03	Ragi ball / Chapathi preparation services.		
04	Wet break fast supply services.		
05	Providing assistant cooks for cooking services.		
06	Servicing of LPG manifold system & big LPG stoves(5 burners.)		

3.0 Essential information to be provided regarding registration with statutory authorities: (Please attach copies of the documents)

Requirement	Detail
Provident Fund – Registration code no.	
Employee State Insurance(ESI) - code no.	
Income Tax - PAN No.	
Labour License – Registration No.	
License for specific work (Eg: Electrical Works)	
Service Tax registration	
VAT registration	
MSMED / NSIC registration if any	
Bank Account Number and Banker's address	



4.0 Type of Ownership:

- ☐ Individual ☐ Partnership ☐ Limited Company (Pvt./Public)
- ☐ PSU / Govt. Undertaking
- ☐ Other, please specify

Submit proof in support of above as applicable: Income Tax Return in case of individual/
Partnership Deed/ Articles and Memorandum of Association/ Certificate of Incorporation/
Certificate of Registration.

5.0 Financial soundness of the applicant will be judged on the basis of their financial performance during the last 3 years. Applicant is required to submit copy of the I.T. Return for the last 3 years.

YEAR	2009-10	2010-11	2011-12
Annual Turnover (In Rs. Lakhs)			
Profit / Loss (in Rs. Lakhs)			
Banker's Solvency Certificate			



6.0 If you already having registration with BHEL or other organizations please provide details:

Company	Name / Unit / Location / Zone	Registration Number	Validity	Financial limit for which registered	Type of work for which registered
BHEL					
Other PSU					
CPWD / KPWD					
Central / State Govt.					
Others (Specify)					

Attach attested copy of registration.

7.0 List of works that have been executed satisfactorily during last 3 financial years

(Attach details and certificates from principal employers, use additional sheets if necessary)

Name of work	Value of contract	Period of contract	Actual period of completion	Name of principal Employer / Organization



8.0 List of major projects / works on hand and being executed *(Attach details with copies of the work order / purchase order, use additional sheets if necessary)*

Name of work	Value of contract	Period of contract	Name of principal Employer / Organization

9.1 Details of manpower employed by the contractor.

1. Total Number of Persons :

2. Total Number of Technical Persons

a. SSLC Passed :

b. I.T.I Passed :

c. Diploma Holders :

d. Graduates :

e. Others :

3. Total number of unskilled persons :

10.0 Give details of Major Equipments, Tools, Accessories etc., owned by the applicant (attach additional sheets if necessary):

Name of Equipment, Tool, Accessory etc.	Capacity	Nos.	Age/Condition	Remarks

11.0 List the names of Owners / Partners / Promoters and Directors / Company Secretary / Holder of power of Attorney, as applicable, in the format detailed below:

Name of the owner/Partners/ Promoter & Directors/Company	Address	Whether Owner / Partner / Promoter / Directors / of the Company or Secretary / Holder of power of Attorney	Extent of share holding in the Firm / Company as the case may be

[illegible][illegible]

14.0

DECLARATION:

I / We declare that I / we are an Indian national and I declare that the particulars provided herein are true & correct to the best of my knowledge. I or my partners have not applied for registration with BHEL in any another name. I / we are well acquainted with all existing Acts, Rules, Regulations, Orders and Byelaws including all statutory Amendments and Enactments of State or Central Government and other local authorities including all labour laws related to contract works to be carried out in BHEL / a PSU. I / we agree that the registration is not transferable and the registration does not confer any special rights or privileges on me / us and that this registration will be without prejudice to the BHEL's right to publication of open tender notice in newspapers inviting tenders from time to time for individual works and to the Company's general terms and conditions of contract. I / we agree to abide by BHEL's policies and terms & conditions governing the contracts from time to time. I / we agree to have e-payment/ electronic funds transfer (EFT) / RTGS facility with the bank. I / we agree that the registration is liable to revocation or cancellation if it is found at any time that the particulars furnished by me/ us are false.

Date.....
applicant)

(Signature & seal of