

**TENDER DOCUMENT**

**SUB: OUTSOURCING THE SERVICE OF PROVIDING LUNCH/DINNER TO 'CONTRACT WORKERS' FOR ITS DESIGNATED DINING HALL / CONTRACT CANTEEN, BOILER AUXILIARIES PLANT, BHARAT HEAVY ELECTRICALS LTD., RANIPET, TAMIL NADU STATE – 632 406.**

FOR



**Bharat Heavy Electricals Limited**

Boiler Auxiliaries Plant  
Indira Gandhi Industrial Complex  
(A Government of India Undertaking)  
**RANIPET - 632 406**  
Tamil Nadu State.

SIGNATURE OF TENDERER WITH STAMP



**Bharat Heavy Electricals Limited**  
**Boiler Auxiliaries Plant**  
**(A Government of India Undertaking)**  
**Ranipet, TamilNadu State- 632 406**

SUB: OUTSOURCING THE SERVICE OF PROVIDING LUNCH / DINNER TO 'CONTRACT WORKERS' FOR ITS DESIGNATED DINING HALL / CONTRACT CANTEN AT THE BOILER AUXILIARIES PLANT, BHARAT HEAVY ELECTRICALS LTD., RANIPET, TAMIL NADU STATE – 632 406.

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**Bharat Heavy Electricals Limited**

(A Govt. of India Undertaking)

Boiler Auxiliaries Plant, Ranipet (Tamilnadu) – 632406

**TENDER NOTICE (Two – part bid)**  
**NIT No. : NIT\_\_ (www.bhel.com)**

**Name of work :** Providing Lunch/Dinner Services For Contract Workers at Contract Canteens /Designated places at Boiler Auxiliaries Plant, BHEL, Ranipet, T.N State.

Tenders will be opened on 28.12.2017 at 2:30 pm  
Submission of Tender on 28.12.2017 before 2.00 pm

**Contact data**

Dy. Manager /HRM

Phone: 04172-241189/284944/284028  
9442127320Email: [jayen@bhel.in](mailto:jayen@bhel.in)

Note: All corrigenda, addenda, amendments, time extensions, clarifications, etc. to the tender will be hosted in above website only.



**Bharat Heavy Electricals Limited**  
Boiler Auxiliaries Plant  
Government of India Undertaking)  
Ranipet, Tamilnadu State- 632 406

**Section -A1**

## **INVITATION TO TENDER**

### **Techno-Commercial Bid**

BHEL invites sealed bids through Open tender under two part bid system from reputed experienced and resourceful contractors for Providing Lunch / Dinner to 'Contract workers' at Boiler Auxiliaries Plant Unit, BHEL, Ranipet, Tamil Nadu State – 632406.

Tenderers can collect the tender documents on all working days from the office of the Dy.Manager(HR-WLX&CTX), BHEL/BAP, Ranipet from 07/12/2016 to 28/12/2017, on all working days.

The tender documents are also available on our website [www.bhel.com](http://www.bhel.com) and on central public procurement portal [www.eprocure.gov.in](http://www.eprocure.gov.in) & <http://tenders.gov.in>. The same can be downloaded from the website.

Bids shall be submitted in accordance with the tender Terms and Conditions. The last date for submission of sealed bid is 28/12/2017 at 2.00 PM. BHEL reserves the right to reject any or all the bids without assigning any reasons whatsoever and without any liability. Clarification required, if any, may be forwarded in advance and amendments to tender terms and conditions, if any, shall be uploaded in the form of Bulletin on the BHEL's website. Offers shall be submitted in accordance with the tender Terms and Conditions and the amendments issued, if any. The last date for submission of bids is 28/12/2017, 2.00 PM. Tenderers are requested to check our website from time to time before submitting their bids.

### **BHARAT HEAVY ELECTRICALS LIMITED:**

Bharat Heavy Electricals Limited (BHEL) is a prestigious Government of India Undertaking and a Maharatna Company, having its Registered Corporate Office at BHEL House, Siri Fort, New Delhi - 110 049. Boiler Auxiliaries Plant (BAP) is one of the Manufacturing Units of BHEL located at Ranipet, Tamil Nadu State.

**1. Name of Work:** Supply of Lunch / Dinner for the contract workers during lunch / Dinner time for its Designated Dining Hall / Contract Canteen, BHEL Ranipet, PIN: 632406, Vellore District, T.N.

### **2. Scope of Work:**

The Lunch / Dinner according to the menu table given below and as per the request of Canteen Management will have to be prepared daily, excluding Sundays and Holidays at the allotted/approved Kitchen by BHEL, transported to BHEL Contract Canteen Dining Hall / designated places at your cost and serve all the items of Menu by your workers to BHEL contract workers during the lunch time between 12.00 and 13.00 hours and dinner time between 20.30 and 21.00 hours or any other timing as decided by BHEL. All items will be served against the specified coupon OR any other method authorized by BHEL from time to time.

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**MENU TABLE FOR LUNCH - 250 PLATES AND DINNER FOR 50 PLATES PER DAY**

SL.NO	MENU	QUANTITY
1	Plain Ponni Boiled Rice –old and fine variety	600 gms
2	Kootu/ Poriyal (Different Kootu/ Poriyal on different Week days should be served. Kootu and Poriyal should be served on alternatively)	80 gms
3	Sambar OR More Kulambu OR Vathal Kulambu	200 ml
4	Rasam ( Different varieties of rasam on different week days)	150 ml
5	Buttermilk (Curd and water shall be of 1:5 ratio)	200 ml
6	Pickle (Mango, Lemon, Mixed veg. Etc.,)	10 gms
7	Appalam (9 Cm dia)	1 no.

Conditions to be met with respect to quality of food items:-

- Only Agmark Sunflower oil should be used for cooking purpose
- Ajinomoto, palm oil and coloring agents should not be used
- Menu items should be available up to 13.00 hours.

All items should be sumptuous and rich in quality.

**3. PERIOD OF WORK:****CONTRACT PERIOD:**

The Contract will be awarded for a period of **One year from the date of commencement of work as would be mentioned in the LOA / WO**. The performance of the Contractor will be reviewed on quarterly basis. In case the performance is found unsatisfactory, the Contract will be terminated by giving three month's notice. No compensation shall be paid to Contractor in such cases. The period may be extended or curtailed at the sole discretion of the Company.

**Option clause:**

The contract may be extended by another one year at the same rate, terms and conditions on mutual agreement.

**4. PROFORMA FOR EVALUATION OF PRE-QUALIFICATION OF TENDERERS:**

The agencies who are submitting their offers must furnish the following details along with documentary evidence. However, any surrogated submission in any form will disqualify them from consideration.

**A. GENERAL QUALIFICATION:**

Name of the Contractor	Postal Address	Communication Address	Contact Person	Emergency contact mode / Number

**B. SPECIFIC QUALIFICATION:**

Sl. No.	Description	Minimum Required
1.	Average annual audited financial turnover during the last three years, ending 31 <sup>st</sup> March 2017	Should be at least Rs. 8.10 lakhs.
2.	<p>Highest value of similar nature of work executed in any single year during last 7 years as on 30.11.2017.</p> <p>Note :</p> <ul style="list-style-type: none"> <li>➤ Providing under a separate contract or as a part of 'out door' catering service contract for Guest Houses, Hotel contracts, industrial establishments etc. to PSU's, Govt./ Non-Govt. Factories, Offices, Educational and Training Institutions, Hospitals, offices / Undertakings, private sector industrial establishments.</li> <li>➤ Self attested copies of the work orders shall be furnished along with work completion certificates. In case of Private Customers, copies of relevant Income tax TDS certificate -Form 16A issued also to be submitted.</li> </ul>	<p>i) Three (3) similar completed works costing not less than Rs.10.80 lakhs each. (OR)</p> <p>ii) Two (2) similar completed works costing not less than Rs.13.50 lakhs each.( OR)</p> <p>iii) One (1) similar completed work costing not less than Rs.21.60 lakhs.</p>
3	<ul style="list-style-type: none"> <li>➤ The Successful Contractor should be registered with Factory Inspectorate under Factories Act as a "Industrial Canteen" and FSSAI certificate if not, the successful contractor should get registration with the concerned authority within "<u>Two Months</u>" from the date of LOA and get the certificate.</li> <li>➤ The Successful Contractor should have adequate infrastructure facilities viz. Kitchen &amp; required kitchen equipments in the nearby locality, and if not, they have to create the infrastructure facilities viz. Kitchen &amp; required kitchen equipments in the nearby locality within "<u>15 days</u>" from the date of LOA. Necessary 'Undertaking' is to be furnished in the enclosed form. Authorized officials from BHEL/BAP will visit and inspect the facility and approve. The decision of BHEL is final in this regard.</li> <li>➤ Any Certification like ISO 9000 or any other standardization certificates will be preferred.</li> </ul>	

4	The Tenderer should have at least one office with Landline telephone connection and fax/Email facility and office should be manned during the office hours. Self attested copies of the following documents shall be submitted. (Copy of latest Landline Bill & Electricity Bill)	
5.	The Tenderer shall not be owned or controlled by any director or officer/employee of BHEL or their relatives having the same meaning as assigned under section 6 of the Companies Act 1956. (A NEAR RELATIONSHIP CERTIFICATE as per format given in Section A2 denying the ownership of Contractor by any director or officer/employee of BHEL or their relatives having the same meaning as assigned under section 6 of the Companies Act 1956 issued by the CEO or Director or Partner or Sole Proprietor of the Contractor is to be submitted along with the tender).	
6.	The Tenderer or any of the Proprietor, Partner, Director, Shareholders or their spouse working as contractor in BHEL or any Government Department/Public Undertaking should not have been: <ul style="list-style-type: none"> <li>a. Black listed.</li> <li>b. Removed from the approved list of Contractors.</li> <li>c. Demoted to lower class of job.</li> <li>d. Under Orders for banning or suspending business with him/them.</li> </ul> A declaration as per format given in Section A2 is to be submitted along with the Tender documents.	
7.	Proof of the documents shall be submitted along with the tender for the following:	
A.	Copies of audited Balance Sheet and Profit & Loss account for last three financial years ending on 31.03.2017 duly certified by a Chartered Accountant in original are to be submitted. If accounts for the year 2016-17 are not finalized the above documents for the years 2013-14 and 2014-15 2015-16 can be submitted.	
B.	Documentary evidence for the proof of experience such as earlier Contract Agreement, Contract copy, Experience Certificate shall be submitted.	
C.	Self-attested copies of Income Tax Returns for the last three years.	
D.	Provident Fund Account No. along with self- attested copy of PF registration certificate. Copy of ECR of EPF for the last two months is to be submitted.	
E.	ESI No. along with self-attested copy of ESI Registration Certificate and last two months history sheet of ESI remittance.	
F.	PAN No. (Mandatory) along with self-attested copy of Pan Card.	
G.	After accepting the LOA /agreement from BHEL it is mandatory to obtain Licence from Regional Labour Commissioner, Chennai, Govt. of India, Ministry of Labour & Employment authority for engaging contract labours for execution of the contract.	
H	GST registration No. along with self-attested copy of GST Registration Certificate.	

I	<p><b>The tenderers shall also furnish the following documents/ details:</b></p> <p>Status of tenderer, i.e., whether Proprietary concern, Registered Partnership firm, Private Limited Company, Public Limited Company, Co-operative society etc. along with following documents:</p> <ol style="list-style-type: none"> <li>In case of Proprietary firm, Notarized copy of affidavit of Sole Proprietary.</li> <li>In case of Partnership concern, Notarized copy of Partnership deed along with amendment, if any and proof of registration of firm (Form A&amp;C).</li> <li>In case of Limited Companies, Memorandum &amp; Articles of Association, Certificate of Incorporation, Authorized, Subscribed and Paid up Capital (Certificate of Registration).</li> <li>In case of Co-operative society, Notarized copy of the Certificate of Registration from the Registrar of Co-operative Societies.</li> </ol> <p>If required the original documents will have to be produced for verification.</p>	
J	<p><b>BANK DETAILS:</b></p> <p>The enclosed EFT format is to be submitted duly signed by the authorized signatory of the Contractor and certified by bank official in original. The EFT format is attached in Annexure- G</p>	
K	E-Mail ID	

**‘Similar job’ means** the Contractor shall have experience in providing ‘Out Door Catering’ services as mentioned in Clause 4 (B) of Proforma for Evaluation of Pre-qualification of Tenderers - Sl. No.2 (Note).

Necessary supporting documents should be furnished in support of the above qualifying criteria. The offer from those Tenderers who do not qualify for the above conditions shall not be considered. The Company has right to seek any document.

**5. TENDER DOCUMENTS:** The tender document consists of:

Sl. No.	Particulars
a)	Open Tender Notice
b)	Invitation to tender (Techno - commercial Bid) at Section - A1
c)	Instruction to Tenderers & Terms and Conditions at Section - A2
d)	Form of Tender at Section - A3
e)	General Conditions and Scope of Contract – Section – B
f)	Terms & Conditions regarding compliance of various Labour Laws – Section – C
h)	Safety precautions to be taken by Contractor – Section – D
g)	Scope & Special Conditions of Contract – Section – E
i)	Business rule and terms & conditions of online price bidding cum e-reverse auction at Section – F
j)	Under taking for Kitchen Infrastructure Facility – G
k)	EFT Form – Section – H
l)	Un-priced Bid (Schedule of Work) at Section – I
m)	Price Bid at Section – J

Tenderers are requested to visit BHEL, BAP unit, Ranipet to get acquainted with site conditions and the nature of work involved before submission of their bids.

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6. Tender Document with necessary details will be available on all working days from 14/12/2016 to 27/12/2017, 9.00 AM TP 3.30 PM and on 28/12/2017, 9.00 AM to 12.00PM at the office of Dy. Manager/HR-WLX&CTX, HRM Department, Ranipet -632 406, Tamil Nadu State or can be downloaded from BHEL website <http://www.bhel.com> and central public procurement portal [www.eprocure.gov.in](http://www.eprocure.gov.in) & <http://tenders.gov.in>

**7. Sealed bids shall be submitted in the manner as mentioned below:**

First sealed Envelope superscribed as "Un-priced –out sourcing the service of providing Lunch /Dinner for 'Contract workers' for its Designated Dining Hall / Contract Canteen at the Boiler Auxiliaries Plant, Bharat Heavy Electricals Ltd., Ranipet, Tamilnadu – 632 406."

a) Lunch / Dinner for 'Contract workers' for its Designated Dining Hall / Contract Canteen at the BHEL Boiler Auxiliaries Plant, Ranipet, Tamil Nadu State- 632 406", shall contain two (02) full set of all the above tender documents at Point No. 5 (a to l above (1 original and 1 copy) duly filled-in and documents in support of pre-qualification with official seal & signature on all pages but without any mention of rates & prices. The First envelope shall also contain Earnest Money Deposit of Rs.54,000/- (as per Clause 8 below) (in the form of DEMAND DRAFT/Electronic Fund Transfer or Pay Order in favour of BHARAT HEAVY ELECTRICALS LIMITED payable at any scheduled bank in Ranipet / Walajapet / Arcot, Vellore District, Tamil Nadu or SBI, BHEL Project Branch, Mukundarayapuram Branch (Code 7013)) if the tender document is downloaded from the website.

b) Second sealed Envelope superscribed as "Lunch / Dinner for 'Contract workers' for its Designated Dining Hall / Contract Canteen at the BHEL, Boiler Auxiliaries Plant, Ranipet, Tamil Nadu State- 632 406" shall contain prices filled in strictly as per format 5 (m) Price Bid above, i.e. Price Bid at Section-I and no other additional papers to be enclosed therein.

c) Both the above envelopes should be kept in another cover, sealed and superscribed as "Bid - Lunch /Dinner for 'Contract workers' for its Designated Dining Hall / Contract Canteen at the Boiler Auxiliaries Plant, BHEL, Ranipet, Tamil Nadu State- 632 406" addressed to Dy.Manager/HR-WLX&CTX, BHEL/BAP, Ranipet, Tamil Nadu- 632 406 and shall be submitted to his office till 02.00 PM of 28/12/2017. Offers received late are liable for rejection.

8. a. The bid shall be accompanied by an Earnest Money Deposit of Rs.54,000/- (Rupees Fifty-Four Thousand only) in the form of Demand Draft/Electronic Fund Transfer or Pay Order for **Rs.54,000/-** (Rupees Fifty-Four Thousand only) in favour of BHARAT HEAVY ELECTRICALS LIMITED payable at any Scheduled Bank in Ranipet / Walajapet / Arcot, Vellore District, Tamil Nadu or SBI, BHEL Project Mukundarayapuram Branch (Code 7013).

b. No other form of EMD will be accepted. Bids not accompanied with EMD are liable for rejection.

c. The Tenderer is not entitled for any interest on the Earnest money deposit or any right for award of the contract.

d. Earnest Money Deposit shall be returned to all un-successful Tenderers through 'Electronics Funds Transfer only.

f. **EXEMPTION OF EMD:** Exemption from submission of EMD by Small Scale Unit listed with the National Small Industries Corporation Ltd (NSIC), affiliated to Small Industries Services Institute etc. shall be governed by the guidelines issued by the statutory authorizes from time to time. Those Tenderers seeking such exemption shall necessarily furnish requisite documents, as per details given under Clause 27 in Section A2, along with the Tender.

g. **FORFEITURE OF EMD:** EMD will be forfeited if the Tenderer, after opening of the tender, revokes his tender within the validity period or increases his earlier quoted rates or alter / modify the tender terms in any respect within the period of validity specified in the Tender Document after the due date of the submission of Bids or **fails to enter into agreement with BHEL** or the tenderer fails to commence work within the period specified in LOA / WO. In case LOA / WO is silent in this regard, then, within 15 days after award of Contract, EMD shall be adjusted without interest against the Security Deposit payable by the successful Bidder. However, the same shall be returned without interest to unsuccessful tenderers normally within 15 days after the award of work to the successful bidder.

9. The sealed bids shall be submitted to "THE Dy. MANAGER/HR-WLX&CTX, HRM Department, BHEL/BAP, Ranipet- 632 406, Tamil Nadu till 02.00 PM on 26/12/2017. The envelope shall be superscribed with "Lunch /Dinner for 'Contract workers' for its Designated Dining Hall / Contract Canteen at the BHEL, Boiler Auxiliaries Plant, Ranipet, Tamil Nadu State- 632 406." **Tender No.BHEL/BAP/HR/CT/CON:00 dated 04/12/2017 Further to the submission of the bids, un-priced bids will be opened on 28/12/2017 at 2:30 PM in presence of the Tenderers or their authorized representatives. After ascertaining the techno-commercial suitability of the offers, the price bids of techno-commercially acceptable tenderers will be opened on a specified date which will be communicated to the Tenderers for participation to witness the same.**

10. Acceptance of the bid will be intimated to successful bidder through a Letter of Award (LOA) and this letter will be treated as authorization for award of work. The bidder shall sign the said copy of LOA and send to BHEL/BAP, Ranipet within five days (5) from the date of receipt of the same. In the event of failure on the part of the bidder to sign and return the LOA within the specified time, BHEL shall have the right to black-list the tenderer in line with extant BHEL Policy. The decision of BHEL is final and binding on this matter.

11. **SECURITY DEPOSIT:** The successful bidder should pay Security Deposit as per Clause of General Conditions (Section-B) of Contract after adjustment of EMD already paid.

12. The bid shall be valid for a period of "**Three (03) months**" from the due date of submission of the bid.

13. BHEL decision shall be final & no correspondence shall be entertained in this regard.

14. Negotiation, if required, will be conducted with L1 bidder.

15. On submission of the tender, it is deemed that the Tenderers have read, understood and agreed to the entire tender document.

16. The Company reserves the right to accept or reject any or all tenders at its own discretion without assigning any reason whatsoever.

17. The successful bidder should execute an agreement with BHEL:BAP:RANIPET in non judicial stamp paper of value Rs.100/-.

Sd/-  
Dy.Manager/HR-WLX&CTX,  
BHEL/BAP,Ranipet



**Bharat Heavy Electricals Limited**  
 Boiler Auxiliaries Plant  
 (A Government of India Undertaking)  
 Ranipet, Tamil Nadu State- 632 406

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**Section - A2**

**INSTRUCTIONS TO TENDERERS & TERMS AND CONDITIONS**

**Name of Work: OUTSOURCING THE SERVICE OF PROVIDING LUNCH / DINNER TO 'CONTRACT WORKERS FOR ITS DESIGNATED DINING HALL / CONTRACT CANTEEN, BOILER AUXILIARIES PLANT, BHARAT HEAVY ELECTRICALS LTD., RANIPET, TAMIL NADU STATE – 632 406.**

1. Tenderers to furnish pre-qualifying documents in support of the scope of the work along with the Unpriced Bid.
2. Bids of those Tenderers, who do not satisfy the above criteria, will not be considered further.
3. Tenderers are advised to go through all the documents and affix the signature in each page with seal.
4. All entries in the Tender Documents shall be in one ink.
5. Tenders not properly filled, over-written or with arithmetical mistakes, delayed or generally not complying with the conditions are liable to be rejected.
6. Every tenderer is expected to inspect the location of buildings in BAP where the services are proposed to be carried out (before quoting). Tenderer must go through all the tender documents. Any further clarifications required can be had from Dy.Manager/HR-WLX&CTX, BHEL/BAP, Ranipet.
7. The tenderer shall make no alterations in the tender documents.
8. The acceptance of a tender will rest with the BHEL/BAP, Ranipet, who reserves the right to reject any or all the tenders without assigning any reason whatsoever.
9. On acceptance of the tender, the Contractor shall intimate the name of his accredited representatives who would be responsible for taking instructions from BHEL/BAP/Ranipet or its representative and for carrying out the work.
10. The bidder shall be solely responsible for payment of ESI and EPF admissible as per the statutory rules.
11. Expenses on account of payment of salary / wages / provision of food for the contractor's workmen / uniform / Personal Protective Equipment and other benefits including statutory payments like PF, ESI, Holiday wages, Gratuity, Bonus etc. to the workmen engaged by the Contractor shall be borne by the Contractor.
12. Any breach of the condition of this contract by the contractor or by any one employed by him or acting on his behalf, BHEL has the right at any time to terminate this contract, either wholly or in part, by giving three month notice in writing to the contractor by a registered mail. BHEL shall have no further liability to make any payment in terms of the agreement.

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**13. EVALUATION AND COMPARISON OF BIDS:**

The detailed process for BID Evaluation is as follows:

**a) First Stage: Techno-Commercial Bid Evaluation :**

The techno-commercial offers received from the tenderers will be evaluated as per the tender terms and conditions of the NIT. The Tender Committee may call the tenderers/bidder's representatives for detailed techno-commercial discussions, clarifications, presentation if required. The names of techno-commercially qualified tenderers will be intimated for participation in the online price bidding cum reverse auction.

**b) Second Stage: Online Price bidding cum Reverse Auction and Collection of online final price bid history from service provider:**

As per prevailing guidelines, BHEL/BAP shall be conducting Online Price bidding cum Reverse Auction. All techno-commercially acceptable tenderers who have accepted business rules provided by our service provider are eligible to participate in the online price bidding cum reverse auction. After the online price bidding cum reverse auction, BHEL will collect the final price comparative statement from service provider. Placement of the order shall be considered on the L1 Tenderer so arrived.

**ALL price bids would be evaluated by considering total cost to the BHEL including GST payable by contractor and by BHEL as receiver of service under reverse charge mechanism .**

**Tenderers shall quote tenderer's portion of GST rate including (percentage to be mentioned both in figures & words) in the schedule of work (unpriced bid) and price bid. The GST amount ( both in words and figures) is to be quoted in price bid only.**

**Note:** a. During the online price bidding cum reverse auction, if no bid is received within the specified time then BHEL, at its discretion may scrap the online price bidding cum reverse auction process and open only sealed price bids of those tenderers who are techno-commercially qualified for opening of Price bids.

b. In case of offers which contain price details / partial price details of the prices in the Techno-Commercial bid, sealed price offer only shall be considered for evaluation.

**14.** Negotiation, if required, will be conducted with L1 bidder arrived as per Point 13 (b).

**15.** Tenderers shall not increase their quoted rates in case BHEL negotiate for reduction of rates, such negotiations 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 three months from the date of opening of tenders.

**16.** The tenderer shall sign each and every page of the tender documents and submit in the appropriate part of the bid.

**17.** Tenders not received in the prescribed form as specified in the Invitation to tender will be liable for rejection.

**18.** The Tenderer(s) shall duly fill in the "Form of Tender" in the tender documents and submit along with Techno-Commercial Bid (Part-I) of the Tender. Non-submission of duly filled in & signed form of tender shall make the tender liable for rejection.

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**19.** The Invitation to Tender, Instructions to Tenderers & Terms and Conditions, Form of Tender, Scope of work & Special Conditions of Contract, General Conditions of Contract, Terms and conditions with regard to compliance of various Labour Laws by the contractors for BHEL, Safety Regulations, Business rule and terms & conditions of online price bidding cum e-reverse auction, Price Bid(Schedule of Items), along with the Unpriced offer shall form part of the contract.

**20. The tenderers shall also furnish the following documents/details:**

**20.1** Each page of the tender shall be signed by the Tenderer. Tender by a partnership firm shall be signed in the firm's name by one of the partners duly authorized by other partners. Tender by Company shall be signed in the name of the Company, by a person duly authorized on its behalf. A power of attorney or other satisfactory proof showing that the person signing the tender document on behalf of the Company is duly authorized to do so, shall accompany the tender. Tender submitted by the Tenderer without furnishing the full particulars and/or documents as asked in tender documents or furnishing particulars or submitting tender documents without strictly adhering to the directions given herein shall be rejected.

**20.2** Information about officer of the firm/Company being an employee, past or present, of BHEL or relationship of any employee of BHEL with Proprietor, Partner - Director of the Company (bidder) is to be furnished.

No employee of BHEL and their dependents are eligible to submit their offer against this Tender. Even if they submit out of ignorance the offer shall be disqualified.

**20.3 NEAR RELATIONSHIP CERTIFICATE:**

The bidder should give a certificate as per the format is given in Section-A2 that none of his/her near relative as defined below, is working in BHEL BAP Ranipet. In case of proprietorship firm certificate will be signed by the proprietor. For Partnership firm the certificate will be given by all the partners and in case of limited company by all the directors of the Company excluding Government of India/ Financial institution nominees and independent non-official part time Directors appointed by Government of India or Government of the State and full time Directors of PSUs both State and Central. Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and security Deposit will be forfeited at any stage whenever it is noticed and BHEL will not pay any damage to the company or firm or the concerned person. If the certificate is not given the bid will be rejected.

**20.3.1** The company or firm or the person will also be debarred for further participation in tenders in BHEL BAP Unit Ranipet.

**20.3.2** The near relatives for this purpose are defined as:-

(a) Members of Hindu Undivided family

(b) They are husband and wife

(c) The one is related to the other in the manner as father, mother, son(s), Son's wife ( daughter-in-law), Daughter(s) and daughter's husband ( son-in-law), brother(s) and brother's wife, sister(s) and sister's husband (brother-in-law).

SIGNATURE OF TENDERER WITH STAMP

**20.4** Whether the Tenderer or any of the Proprietor, Partner, Director, Shareholders or their spouse working as contractor in BHEL or any Government Department/Public Undertaking has been:

- a. Black listed.
- b. Removed from the approved list of Contractors.
- c. Demoted to lower class of job.
- d. Under Orders for banning or suspending business with him/them.

If YES, give the details indicating the period. If NO, a declaration is to be given in the format given in Section –A2. If the Declaration is not given the offer will be rejected.

**20.5 Banning of Business Dealings:**

If it is found during the validity of the Contract that the Contractor or his agent/representative or any other person claiming interest under him, indulges in any malpractice/activity prejudicial in the interest of the BHEL/BAP Unit or detrimental to the BHEL/BAP Unit, equipment and property, the said Contract may be terminated at once and a ban on any further business dealings shall be imposed for a specified period under the laid down procedure of the Company. In such cases no damages are payable by BHEL.

**20.6 Contractor's Background:**

Persons convicted for any criminal offence involving moral turpitude/economic offences (other than freedom struggle) would not be eligible for allotment of Contract and if such a person is allotted the Contract by suppression of information, it will be cancelled.

**20.7 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.

**20.8 Whether already registered with BHEL or any other Govt. Department/Public Undertaking. If YES, furnish the following information and submit the documentary evidence:**

Sl. No.	Name of the Organization registered with	Category of work	Qualified to tender up to Rs.	Date of Registration	Validity of Registration

(If space is not sufficient the details may be given in a separate sheet duly signed by the Tenderer with seal.)

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21. The Tenderer shall quote for the entire tendered quantity as per Scope of Work. The Tenderer shall be ranked L-1, L-2, etc. on the basis of quoted rate and the amount of derived value for all the tendered items including Service Tax quoted by bidder as well as payable by BHEL as receiver of Service under Reverse Charge Mechanism of Service Tax Rules i.e. lowest rate shall be ranked as L-1 and so on.
22. The Tenderer shall quote prices for all activities detailed in the scope of work given in Invitation to Tender and in Special conditions of contract and as per the format given thereupon in "Schedule of Work".
23. The Tenderer shall inspect and examine the Company site, and surroundings as applicable and shall satisfy himself before submitting his tender as to the nature of work, and labour necessary for the completion of the works and the means of access to site, the accommodation he may require and in general shall himself obtain all necessary information as to risk, contingencies and other circumstances which may influence or effect his tender. No complaints on these accounts shall be entertained after submission of the tender.
24. **Price Bid:** The Tenderer(s) shall submit the price bid (Section - J) as per the format given herein as "Schedule of Work".
25. Tenders containing overwriting or erasing, without authentication with full signature on the page(s) of "Schedule of Work" (Price Bid) and amount/ quantity not shown in figures and words will be liable for rejection.
26. **.Discrepancy in “words” & “Figures”**
  - a. The rates & quantities quoted in the tender shall be in figure as well as in words.
  - b. If, in the price structure quoted for the required goods/services/works, there is discrepancy between the unit price and the total price(which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of BHEL there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
  - c. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected;
  - d. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
  - e. If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of BHEL, the bid is liable to be ignored.

**27. MSE Suppliers Clause:**

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 (as below) 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 last date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other Tenderers. 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.

All MSE suppliers shall continue to be in PMD with MSE status based on the EM II certificate or valid NSIC certificate.

Any new supplier will be eligible for registration with BHEL as MSE supplier provided at least any one of the following documents are submitted along with application for registration:

- a) Valid NSIC certificate or
- b) Entrepreneurs Memorandum part II (EM II) certificate ( valid based on deemed validity of 5 years ) or
- c) EM II certificate along with attested copy of CA certificate ( as per prescribed format as below applicable for the relevant financial year (latest audited) , where the deemed validity of EM II is over.

However, credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers as per Clause 9 (ii) at the time of tender evaluation. Certificate by Chartered Accountant on Letter head.

This is to certify that M/s..... (hereinafter 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..... Lakhs
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 the MSMED Act, 2006.  
Rs..... Lakhs

(Strike off whichever is not applicable)

The above investment of Rs..... Lakhs is within permissible limit of Rs..... Lakhs for ..... Micro/Small (Strike off which is not applicable) Category under MSMED Act 2006.

(Or)

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The company has been graduated from its original category(Micro/Small)(Strike off which 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(E) dated 01-11-2013 published in the gazette notification dated 04-11-2013 by Ministry of MSME.

Date:

(Signature)

Name:

Membership No. & Seal of Chartered Accountant:

Signature of the Tenderer with seal  
(Authorized Signatory)

28. Tender(s) with rates in units different from those prescribed in "Schedule of Work" will be liable for rejection. Tenders not received in the prescribed format of "Schedule of Work" specified herein shall be liable for rejection.
29. The rates in the tender shall cover all statutory duties/ taxes/ levies, as on date of tender, except service tax thereon.
30. Conditional tenders either in Part-I or Part-II of the tender shall be liable to be rejected. Tenderer must go through all the terms and conditions provided in the set of tender document and submit bona fide offer.
31. Any request from the Tenderer in respect of additions, alterations, modifications, corrections etc. of either terms & conditions or arithmetical correction or correction on account of overwriting/erasing of rates of his tenders after opening of the tenders, shall not be entertained under any circumstances. If the Tenderer withdraws his tender after opening of the tender, but before the expiry of the validity period of the tender, the tenderer will be black listed in line with extant BHEL policy. In such cases, EMD will be forfeited. The decision of BHEL is final and binding on this matter.
32. By submitting a tender for the work, the Tenderer will be deemed to have satisfied himself that the rates quoted by him in the tender will be adequate to complete such work according to the specifications and conditions attached hereto and he has taken into account all conditions and difficulties that may be encountered during its progress/execution. Any complaint in this regard after submission of offer shall not be entertained.
33. Acceptance of the tender will be intimated to the successful Tenderer by a Letter of Intent (LOA) to be followed by agreement. The contractor shall then be required to execute an agreement after deposit of Security Deposit within the time specified in the Letter of Intent. In the event of failure on part of the contractor to sign the Agreement within the specified time, no payments shall be made till signing of agreement.
34. The date of commencement of work will be 10 days from the date of LOA or actual date of commencement of the work.
35. Canvassing in any form is strictly prohibited and tenders submitted by the tenderer who resort to canvassing, will be liable for rejection.
36. Tender shall be properly bound and submitted.
37. Tender documents are not transferable.
38. Proprietary concern, Registered Partnership firm, Private Limited Company, Public Limited Company, Co-operative society etc. formed after date of tender are not eligible for participating in the tender.

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**39. Multiple Bids:**

The bidder in his own interest shall submit only one bid. If a bidder submits Multiple bids, all the bids are liable for rejection. Bids shall be considered "Multiple" in the following circumstances:

- a) Two bids by the same party.
- b) If one bidder is the Affiliate of another bidder."

For the purpose of this clause "Affiliate" shall mean with respect to any Person, any other Person that, directly or indirectly, controls, is controlled by, or is under direct or indirect common control with, such Person, or is a director/ member / officer/ employee of such Person or of any Person who would otherwise qualify as an Affiliate of such Person pursuant to this definition;

"Person" for the purposes of this definition shall mean any natural person, individual, corporation, limited partnership, co-operative, general partnership, joint stock company, joint venture, association, company, trust, bank, trust company, land trust, business trust, corporate body or other organization, whether or not a legal entity."

**40.** If a Tenderer expires after submission of his tender, BHEL may be at their discretion to cancel such tender.

**41.** If the contractor deliberately, gives wrong information in his tender or creates, conditions favorable for the acceptance of his tender, BHEL reserves the right to reject such tender at any stage.

**42.** The General and Special Conditions of contract are complementary to each other and where they are in conflict, the Special Conditions shall prevail. In regard to matters not covered by the General or Special Conditions of Contract, those contained in the specifications approved by BHEL shall apply.

**43.** It shall be the responsibility of the persons submitting the tender to ensure that the bids have been submitted in the formats and as per the terms and conditions prescribed in the tender or downloaded from BHEL / Government e-procure / Government Tender Websites and it has not been tampered with before submission of their tender. A Certificate to this effect as per Format given in Section A2 is to be submitted. If the Certificate is not submitted, the offer will be rejected. In the event of any doubt regarding the terms and conditions/ formats, the person concerned may seek clarifications from the authorized officer of BHEL. In case any tampering / unauthorized alteration is noticed in the tender submitted from the Tender Document available on the BHEL Website, the said tender shall be summarily rejected and the Company shall have no liability whatsoever on the matter.

**44. MANAGEMENT'S RIGHT:**

- i) The Company reserves the right to reject any / or all the tenders at its own discretion without assigning any reason whatsoever.
- ii) In the event of the successful Tenderers is unable to execute the Contract or withdraws after the issue of LOA by the Company but prior to submission of Security deposit, any amount due, with the Company will be withhold besides initiating appropriate action.

Sd/-

Dy.Manager (HR-WLX&CTX) BHEL/BAP, Ranipet  
SIGNATURE OF TENDERER WITH STAMP

**DECLARATION**

I / We hereby declare that the firm Shri/ M/s \_\_\_\_\_ (Name of the firm) or any of the Proprietor / Partner / Director / Shareholders of the firm or their spouse working as contractor in BHEL or any Government Department or Quasi Government Agencies or Public Sector Undertakings has not been debarred or delisted or removed from the approved list of contractors or demoted to lower class of job or under orders of banning or suspending business with him/them.

Signature

Proprietor / Partner / Director of the Firm with Stamp of the Firm

SIGNATURE OF TENDERER WITH STAMP

**CERTIFICATE**

This is to certify that that Tender document is downloaded from the website <http://www.bhel.com> or [www.tenders.gov.in](http://www.tenders.gov.in) or <http://www.eprocure.gov.in> and has not been tampered. However, if there is any discrepancy, the Tender document duly signed and approved by competent authority available with HR Department of BHEL, BAP, Ranipet shall be final.

Signature  
Proprietor / Partner / Director of the Firm with Stamp of the Firm

**NEAR RELATIONSHIP CERTIFICATE**

I \_\_\_\_\_ son of \_\_\_\_\_ hereby certify that none of my relative(s) as defined in tender document is/are employed in BHEL BAP, Ranipet unit as per details given in the Tender document. In case at any stage, it is found that the information given by me is false/incorrect, BHEL shall have the absolute right to take any action as deemed fit without any prior intimation to me.

Signature  
Proprietor / Partner / Director of the Firm with Stamp of the Firm



Bharat Heavy Electricals Limited  
Boiler Auxiliaries Plant  
(A Government of India Undertaking)  
Ranipet, Tamil Nadu State- 632 406

**Section - A3**

**FORM OF TENDER**

(Tenderer are required to fill up all the blank spaces in this tender form)

To  
The DY.Manager(HR-WLX&CTX)  
HRM Department  
BHEL/BAP  
Ranipet- 632 406  
Tamil Nadu  
Sir,

**Name of Work: OUTSOURCING THE SERVICE OF PROVIDING LUNCH / DINNER TO 'CONTRACT WORKERS' FOR ITS DESIGNATED DINING HALL / CONTRACT CANTEEN, BOILER AUXILIARIES PLANT, BHARAT HEAVY ELECTRICALS LTD., RANIPET, TAMIL NADU STATE – 632 406.**

1. I/We having examined the Tender document for your Tender No. BHEL/BAP/HR/CT/CON :00 dated 04/12/2017. for the above named work, we the undersigned offer to execute whole of the said work in conformity with the said tender document containing the Invitation to Tender, Instructions to Tenderers, Special Conditions of Contract including Scope of work, Techno - Commercial terms and Price Bid at the rates stated therein.
2. I/We, undertake, if our tender is accepted, to commence the work as per the agreement terms from the date as mentioned in the same and also undertake the assignment as per the agreement. We also agree that the contract / agreement shall be signed within the period as mentioned in the Letter of Intent.
3. I/We agree to abide by this Tender for the period of 90 days from the due date of receipt /opening of the tender and it shall remain binding on me/us and may be accepted by you at any time before the expiry of the period. I/We also agree that we shall not withdraw / vary the tender during the aforesaid validity period of 90 (ninety) days.
4. If I / We withdraw / vary the tender bids, BHEL shall have the right to black list the tenderer in line with extant BHEL policy. The decision of BHEL is final and binding on this matter.
5. Should this tender be accepted by you, I / we hereby agree to abide by and fulfill all terms & conditions of contract and in default thereof to pay BHEL/BAP or their successor or their authorised nominees such sum of money as are stipulated in the terms and conditions contained in the contract.
6. BHEL/BAP has the right to reject all tenders, in part or in full without assigning any reason whatsoever.
7. Till a formal agreement is prepared and executed, this tender along with other documents as stipulated in Clause-5 of Invitation to Tender subsequent Minutes of Meetings if any together with your written acceptance thereof shall constitute a binding contract between us.

Dated this \_\_\_\_\_ day of \_\_\_\_\_

TENDERER :

**WITNESSES:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date : \_\_\_\_\_  
Address: \_\_\_\_\_  
Occupation: \_\_\_\_\_

SIGNATURE: -----

NAME: -----

DATE-: -----

In the capacity of \_\_\_\_\_

Duly authorised to sign tender form

and On behalf of -----

SIGNATURE OF TENDERER WITH STAMP

**GENERAL CONDITIONS OF CONTRACT (APPLICABLE FOR ALL CONTRACTORS)****I. DEFINITION:**

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

a)The "**Contract**" means, the documents forming the tender and acceptance thereof, together with all the documents referred to therein including general and special conditions to contract. All these documents as applicable taken together shall be deemed to form one contract and shall be complementary to one another.

b)The "**Work**" means, the work described in the tender documents in individual work-orders as may be issued from time to time to the contractor by the Officer In-charge 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, an 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 Head of HRM to supervise the work or part of the work.

e) "**Approved**" and "**Director**" means, the approval or direction of Head of HRM, or person deputed by him for the particular purposes.

f) "**BHARAT HEAVY ELECTRICALS LIMITED**" (herein after referred to as BHEL) shall mean the Board of Directors, Chairman, Executive Director, General Manager or other Administrative Officer of the said Company including Head of HRM authorized to invite tenders and enter into contract for works on behalf of the Company.

g)The "**Contract Sum**" means, the sum accepted or the 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.

j) A "**Working day**" means, any day other than that prescribed by the NEGOTIABLE INSTRUMENTS ACT as being a Holiday, and consists of the number of hours of labour as commonly recognised by good employers in the trade in the district where the work is carried out or as laid down in the BHEL regulations.

**2. HEADING TO THE CONTRACT CONDITIONS:** The heading to these conditions shall not affect the interpretations thereof.

**3.** Words imparting the singular number shall also deemed to include the plural number and vice versa where the context so requires.

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**4. WORK TO BE CARRIED OUT:** The Contract shall, include all labour, materials, utensils, equipment 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 of the work. No extra charges consequent on any misunderstanding in these respects or otherwise will be allowed.

**5. DEVIATIONS:** The contractor shall not carry out any work not covered by schedule except in pursuance of the written instructions of HEAD OF HRM. No such work shall be valid unless the same has been specifically confirmed and accepted by BHEL in writing and incorporated in the Contract.

**6. 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.

**7. SUB-CONTRACT:** The Contractor shall not sub-let any portion of the contract without the prior written approval of the BHEL .

**8. COMPLIANCE TO REGULATIONS AND BYE-LAWS:-** The Contractor shall confirm to the provisions of any statute relating to the work and regulations and Bye-Laws of any local authority. The Contractor shall be bound to give all notices required by statute regulations or By-Laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

**9. SECURITY DEPOSIT:**

(1) Security Deposit should be paid by the contractor before the start of the work. The total amount of Security Deposit will be 5% of the contract value.

The Earnest Money paid at the time of tender will be adjusted as part of the Security Deposit and the balance amount will be recovered by deduction from the running bills of the contractor at the rates mentioned above.

Security Deposit shall not be refunded except in accordance with the terms of Security Bond or Agreement. Security may be furnished in any one of the following terms:

- i) Cash, (as permissible under the Income Tax Act)
- ii) Pay Order, Demand Draft in favour of BHEL.
- iii) Local cheques of Scheduled Banks, subject to realization.
- iv) Securities available from Post Office 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 favour of BHEL and discharged on the back).
- v) Bank Guarantee from Scheduled Bank / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- vi) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.
- vii) 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.
- viii) EMD of the successful tenderer shall be converted and adjusted against the Security Deposit.
- ix) The Security Deposit shall not carry any interest.

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BHEL shall not be responsible for any loss of securities, due to liquidation for any other reasons, what-so-ever or any depreciation in the value of the securities while in their charge or for any loss of interest there on.

All compensation or other sums of money payable by the Contractor to BHEL under the terms of this contract or under any other contract with BHEL may be deducted from the Security Deposit or realised by the sale of the securities or from the interest arising therefrom or from any sums which may be due or may become due to the contractor by BHEL and in the event of this Security Deposit being deducted by reason of such deductions or sale, as aforesaid, the Contractor shall within 7 days thereafter, make good in cash or in securities endorsed as aforesaid, any sum by which the Security Deposit has been reduced.

**10. ORDERS UNDER THE CONTRACT:** All orders, notices etc. to be given under the contract shall be in writing, type-script or printed and if sent by registered post to the address given in the tender of the Contract, shall be deemed to have been served on the date, when in the ordinary course they would have been delivered to him. The Contractor shall carry out without delay all orders given to him.

**11. CONTRACTOR'S SUPERVISION:** The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to the HEAD OF HRM to act in his stead.

The Contractor or his accredited agent shall attend when required without making any claim for doing so, either the office of the HEAD OF HRM or the OFFICER IN-CHARGE, to receive instructions.

The contractor has to arrange for requisite supervision of all the above works at his cost.

HEAD OF HRM shall have full powers and without assigning any reason, require 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.

**12. LABOUR:** The Contractor shall remain liable for the payment of all wages or other moneys to his work-people or employees under the payment of Wages Act 1936, Employees Liability Act. 1938, Workmen's Compensation Act 1923 or any other Act or enactment, P.F, ESI, Bonus Act and any other Law, relating thereto and rules framed thereupon from time to time.

13. The Contractor shall have full control over his employees including the right to appoint, determine service conditions, discipline, discharge, dismissal etc.

14. The contractor shall be solely responsible for any claim arising out of employment or termination of employment of his workmen and for statutory payments.

15. The Contractor should ensure that his workmen follow all rules and regulations related to safety and security.

16. The contractor shall employ such personnel who are medically fit. The Company has the right to direct the contractor to remove from the premises such of his personnel who may be physically, hygienically, clinically or medically unfit.

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

**18. DAMAGE & LOSS TO PRIVATE PROPERTY & INJURY TO WORKMEN :**

The Contractor shall at his own expense reinstate and make good to the satisfaction of the HEAD OF HRM and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify, the BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL where BHEL 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.

**19. INDEMNIFICATION:**

- I. The Contractor shall indemnify and keep indemnified the Company from and against all actions, claims, demand and / or liabilities whatsoever arising out of this agreement or consequent upon the breach of any of the provisions of this agreement and / or against any claim, action or demand by any of the Contractor's employees, person(s), firms, institutions under any law, rule or regulation having the force of law, including, but not limited to, claims against the Company under the Employees Compensation Act, 1923, Employee State Insurance Act, the employees Provident Fund Act, 1952. The Contract Labour(Abolition & Regulation)Act, 1970, and the Minimum wages Act, 1948 and any amendments thereto, Finance Act,1994 (as amended) etc.
- II. The Contractor shall defend, indemnify and hold, the Company, its officers, Directors, Agents and employees harmless from and against any and all claims, losses, expenses(including reasonable attorney fees) demands, settlements or judgments(claims) which result out of;
  - a. Presence of the Contractor or tools used by the Contractor in his performance of this contract on the property of Company or its customers or
  - b. The acts and errors, omission or negligence of the Contractor while on the property of BHEL or its customers, regardless of whether the loss, damage, or injury resulting from same occurs its customers, regardless of whether the loss, damage, or injury resulting from same occurs after the Contractor left Company's property or
  - c. The non-payment by the Contractor of any monies due and owing a third party with whom the Contractor had contracted at any time during the contract period or any extension thereof.
  - d. Contractor agrees that BHEL is not responsible for any type of damage and / or losses, risks, whatsoever be that may accrue for employees or agents or Contractor in execution of this contract. The Contractor shall insure himself and employees suitably to cover his / Contractor's risks.

- III. In case of any loss caused due to negligence, carelessness, default any omission or conduct on the part of Contractor or on account of employees of the Contractor, the same shall be made good by the Contractor or its employees or representatives as per the Company's rule. The Contractor will be liable for any loss or damage to Company and its employees or to any third party resulting from fire, leakage, negligence, carrying out the work assigned to them. The Contractor shall indemnify and keep the Company indemnified against any such loss or damage and shall pay to Company such amount as the Company may be called upon by law to pay.
- IV. The Contractor shall at his own expense reinstate and make good to the satisfaction of the AGM/ HRM BHEL BAP Unit and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify, the BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL, 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.
- V. 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.

**20. LAWS GOVERNING THE CONTRACT:** The contract shall be governed by the Indian Laws for time being in force.

**21. 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 extend as provided in the case of cancellation for default.

If the Contractor shall :

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

OR

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

OR

(iii) 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.

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**22. RISK PURCHASE CLAUSE:**

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

**23. CANCELLATION OF CONTRACT FOR INSOLVENCY ASSIGNMENT OF TRANSFER OR SUB-LETTING OF CONTRACT:**

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

If the Contractor:

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

OR

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

OR

c) Assigns, Transfers, Sub-lets or attempts to assign, transfer or sub-let any portion of the work without the prior written approval of the BHEL.

d) Whenever BHEL exercise the authority to cancel the contract under this conditions, BHEL may have the work done by any means at the Contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by SDGM/HRM which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by HEAD OF HRM or the same shall be recovered from the Contractor by other means.

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

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

If the Contractor :

- a) makes default in carrying out the work as directed and continues in that state after a reasonable notice from HEAD OF HRM or his authorized representative ;
- b) fails to comply with any of the Terms and Conditions of the contract or after reasonable notice in writing with orders properly issued thereunder ;

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- c) BHEL, may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL, Cancel the contract as whole or in part thereof or only such work order or items of work in default from the contract. Whenever BHEL exercise the authority to cancel the contract as whole or part under this condition, BHEL may complete the work at the contractor's risk and cost (as certified by Head of HRM which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL. If the cost exceeds the moneys due to the Contractor under this contract the Contractor shall either pay the excess amount ordered by HEAD OF HRM or the same shall be recovered from the Contractor by other means. In case the BHEL carries out the work or any part thereof under the provisions of the conditions the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or labour provided by the BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the HEAD OF HRM whose decision shall be final and conclusive.

**25. 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.

**26. 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 Head of HRM shall give three month's notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the fore-closing of the work.

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

**27.SUBMISSION OF BILLS BY CONTRACTOR:**

The Contractor at the end of each month shall submit a bill in triplicate detailing the various items of work done during the month supported by the requisitions issued from time to time. The Contractor shall, once in every month, submit to the Dy.Manager/HR-Canteen separately details of his claims for the work done by him up to and including the previous month which are not covered by his contract agreement in any of the following respects:

- a) Deviation from the items provided in the contract documents.
- b) Extra items / new items of work.
- c) Items in-respect of which rates have not been settled. He should in addition furnish a clear certificate to the effect that the claims submitted by him as aforesaid cover all his claims and that no further claims shall be raised by him in respect of the work done up to and including the period under report.

**28.PAYMENT OF BILLS:**

All payments to be made to the Contractor, under this contract shall be by NEFT / RTGS payment within a reasonable time after the certification of bills by Officer In-Charge of Canteen BHEL BAP Unit.

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**29. RECOVERY FROM CONTRACTOR:**

The Company shall have a lien on all the amounts that may become due and payable to the Contractor under this or any other contract, transaction of any nature between the Company and the Contractor including the Security deposit furnished by the Contractor under this contract or any other contract or in respect of any debit or sum that may become due and payable to the Company by the Contractor either alone or jointly on transaction of any nature whatsoever between the Company and the Contractor. The Company shall be entitled to deduct the said debit or sums due and payable to the Company (of which the Company shall be the sole judge) by the Contractor from the amounts aforesaid and the Security Deposit without prejudice to the other rights and remedies available to the Company.

**30. 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.

**31. REFUND OF SECURITY DEPOSIT:**

The Security Deposit mentioned in condition 10 above may be refunded to the Contractor after a period of one month 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".

**32. FORCE MAJURE CLAUSE:**

If, at any time during the continuance of this Contract the performance in whole or in part by either party of any obligations under this Contract shall be prevented or delayed by reason of any War, Hostile acts of the public enemy Civil Commotion, Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, Earth Quake etc.) then provided notice of happening of any such event is given by either party to other within 7 days from the date of occurrence therefor neither party shall by reason of such event be entitled to terminate this Contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event, claims for extension of time shall be granted for periods considered reasonable by the HEAD OF HRM subject to prompt notification by the contractor.

**33. ARBITRATION :**

Any dispute arising out of or in connection with this Agreement shall be resolved by arbitration by a Sole Arbitrator. The Parties agree that BHEL shall appoint the Sole Arbitrator.

The Sole Arbitrator shall conduct the arbitration proceedings in accordance with the Arbitration and Conciliation Act.1996, and their statutory modifications and re-enactment thereof.

The place of Arbitration shall be Ranipet, Tamilnadu. The Arbitrator may hold the proceedings at any venue as per his convenience, after consultation with the Parties..

**34. SIGNING OF CONTRACT:**

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

**35.** Contractor shall comply with the Applicable Law in relation to all matters pertaining to the contract. Such matters shall, without limitation, include tax, employment, safety etc.

**36.** Without prejudice to the foregoing, 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.

**37.** Contractor shall indemnify BHEL against all claims and losses under the Applicable Laws that may occur to the Contractor, the employees, Director, management, permitted assignees, etc during or due to the performance of the Contract or preparation thereof.

**38.** Contractor shall maintain proper records of compliance with Applicable Laws prescribed and provide clarifications/ proof/ documents when sought by BHEL.

**39.** Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.

**40.** BHEL will not be bound by any Power of Attorney granted by the tenderer or changes in the composition of the firm made subsequent to the execution of the contract. They may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.

**41. Jurisdiction of Court:**

The Courts at Ranipet, Tamil Nadu shall have exclusive jurisdiction in the event of any judicial proceedings relating to or arising out of the contract.

**42. No interest shall be payable by BHEL in Earnest Money or Security Deposit, if applicable, or any money due to the Contractor by BHEL.**

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

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

**03) .REGISTRATION AND LICENSING:**

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

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

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

- (4) The contractor employing 20 or more workmen is required to obtain license from the authorities  
(The Deputy Chief Labour Commissioner (Central) Chennai. This license shall be amended and/or renewed wherever there is an increase in the workmen employed by him/her or in the event of contract being extended or renewed. The contractor shall inform the license number to the BHEL management before taking up the work.
- (5) The contractor (Licensed or unlicensed) shall promptly furnish every information and document required by BHEL authorities for the purpose of fulfilling their obligations as principal employer and/or occupier of the factory and shall render all necessary assistance for the same.
- (6) The contractor shall get the contract labourers engaged by him/her insured under workmen's compensation policy from General Insurance Corporation of India.
- (7) The contractor shall ensure that all his workmen are covered under the Employees State Insurance Act and produce the registration number/enrolment number to the welfare section before executing the contract.
- (8) The contractor shall also ensure that all his/her workmen are covered under Employees Provident Fund and Misc. Provisions Act 1952.

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**WAGES:**

(9). The contractor shall pay wages to the workmen employed by him/her at the rate, which shall not be less than the minimum wages applicable under Law from time to time.

The Minimum Wages Act of Tamil Nadu Government for General Engineering and Fabrication Industry under T.N. Govt. Minimum Wages Rules shall be followed and the minimum wages have to be paid to the labourers accordingly. In addition a sum of Rs.3200/- for USW shall be paid per month per worker.

A sample wage of USW is furnished as below:

Monthly basic pay	=	Rs.3600
Monthly D.A.	=	Rs.5196
BHEL Adhoc	=	Rs.3200
Total wages	=	Rs.11,996/-

The statutory requirements like PF,ESI & OT will be applicable for the above total wage of Rs.11,996/- per month. Bonus amount will be as per bonus act.

Any minimum wage increase during the contract period will borne by the contractor.,

- (10) The contractor shall fix wage periods in respect of which wages shall be payable. No wage period shall exceed one month.
- (11) The contractor shall ensure payment of wages to the contract labour employed by him/her within three days from the end of wage period incase the wage period is one week or a fortnight & in all other cases before 10<sup>th</sup> day of the following month.
- (12) All payment of wages shall be made on working days at the work site and during the working time and on dates notified in advance. In case the work is completed before the expiry of the wage period final payment shall be made within 48 hours of the last working day.
- (13) Where the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the second working day from the day on which his employment is terminated.
- (14) Wages due to every worker shall be paid to him direct or to the person authorized by him in this behalf. All wages shall be paid in current coin or currency or in both.
- (15) The contractor shall ensure the disbursement of wages in the presence of such authorize representatives of BHEL management.
- (16) The above payment shall be verified by the authorized officers/representatives of BHEL with the following certificate on the payment sheet certified that the amount shown in column No.....had been paid to the workmen concerned in my presence on ..... at .....
- (17) A certificate of payment shall be furnished in duplicate by the contractor to the Officer In-Charge / Canteen each month.
- (18) A notice showing the wage period and the place and time of disbursement of wages shall be displayed at the place of work and a copy to be sent to the welfare department by the contractor under acknowledgement.
- (19) Notices showing the rates of wages, weekly rest days, hours of work, wage period, date of payment of wages, names and addresses of the inspectors having jurisdiction, the date of unpaid wages shall be displayed in Tamil and English in conspicuous places at the establishment and working by the contractor. The contractor shall inform the BHEL management every month the details of contract labour engaged for each contact in the following form:
- Serial Number
  - Location
  - Period of work
  - No. of contract labour engaged during the month
  - No. of days worked
  - No. of mandays worked
  - Wages paid to his/her workers

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

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**REGISTERS RECORDS AND COLLECTION OF STATISTICS**

- (20) The following documents/formats under Contract Labour (Regulation and Abolition) Act 1970 and related Central Rules 1971 shall be maintained by each contractor.
- Register of persons employed by the contractor.
  - Employment Card.
  - Service Certificate.
  - Muster Roll, Wage Register, Deduction Register, Wage slip, Over time Register, Register of fines, Register of advances etc.,
- (21) Contractor shall issue one month advance notice to the workmen of contract intimating the expiry/termination of Contract and the same shall be given to BHEL.
- (22) There shall be no employer – employee relationship existing with workmen of the contract and BHEL.
- (23) The workmen of the contractor shall not claim regular employment in BHEL and also not entitle for any employment in BHEL.
- (24) The contractor shall display the abstract of the Contract Labour (Regulation and Application) Act and the rules there under both English and Tamil.
- (25) Half yearly return shall be sent by the contractor in duplicate to the licensing officer.
- (26) The contractor shall submit the returns required under the Contract Labour (Regulation And Abolition) Act 1970 periodically to BHEL management.
- (27) The contractor shall without fail give up to date information in writing of the attendance the workers employed by him/her.
- (28) The contractor shall ensure that his/her workers keep and produce their employment card When coming to duty and take them back when leaving duty.
- (29) All the above registers and records shall be preserved in original for a period of three years. All the registers, records and notice maintained under the Act and Rules shall be produced on demand by Inspector or any Authority under the Act.
- WORKING HOURS AND WORKING CONDITIONS:**
- (30) No workers shall be required or allowed to work on Sunday unless he has or will have a Holiday or any one of the three days before or after the said day.
- (31) The contractor shall inform BHEL Management in the prescribed form details or the contract workers scheduled to work on Sunday, the day of rest and also indicate the substituted holiday in lieu thereof. This shall be intimated two days in advance before his/her workmen are booked for work on Sunday.
- (32) The contract labour working for more than nine hours in any day or for more than 48 hours in any week shall be paid wages at the rate of twice the ordinary rates of wages in accordance with the provisions of section 59 of the Factories Act 1948 and any amendment thereof.
- (33) The contractor shall provide all safety devices and personal protective equipment to his workmen at his/her own cost and shall ensure that his workmen wear/use such devices or equipment provided to them while doing the work and there should not be any relaxation on this.
- (34) The contractor shall give four paid national holidays to his workers, viz 26<sup>th</sup> January, 1<sup>st</sup> May, 15<sup>th</sup> August and 2<sup>nd</sup> October. The contractor shall ensure that his/her workmen vacate the premises after the shift is over.

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- (35) The contractor shall give leave with wages to his/her workmen who have worked for a period of 240 days or more in the factory premises during a calendar year. This leave shall be allowed during the subsequent calendar year at the rate of one day for every 20 days or work performed by the worker during the previous calendar year. The worker whose service commences on a day other than the first of January shall be entitled to leave with wages at the above rate (one day for every 20 days or work) only if he had worked for a minimum of 2/3 of the total number of days in the remainder of the calendar year. This leave will be admissible only during the subsequent calendar year.
- (36) No women worker shall be required or allowed to work in the factory except between the hours of 6.00 A.M. and 7.00 P.M.
- (37) The contractor shall comply with the provisions relating to welfare and health facilities as provided to the Contract Labour (Regulation and Abolition) Act 1970 read with the Tamil Nadu contract Labour Rules .

**NOTICE OF ACCIDENT:**

- (38) Notwithstanding anything contrary to this, in the event of accident the contractor shall be required to fill injury report and submit the In-charge / Canteen immediately and ensure the compliance of ESI/Workmen's Compensation Act, Factories Act and Rules made there under. He shall also maintain a register of accident as per the Act.
- (39) The contractor shall get the contract labour engaged by him insured under Workmen's Compensation Policy from General Insurance Corporation of India before actually starting the work of contract. The insurance coverage should be for the entire period of contract. The contractor shall comply with the provisions of the Workmen's Compensation Act 1923 (This should be read in connection with the provisions of ESI Act). ‘
- (40) The contractor shall ensure that all his workmen are covered under the Employees State Insurance Act and produce to BHEL such Registration number/Enrolment number before executing the contract work.

The contractor shall regularly pay the amount of contribution i.e., employer's contribution as well as employees' contribution in pursuance of the above scheme as fixed from time to time. The contribution payable presently is 1.75% of wages to be recovered from his/her workmen and 4.75% of wages to be contributed by the contractor. Contribution recovered from employee and contribution made by the contractor may be rounded to the next higher multiples of five paise.

- (41) The contractor shall take note of any amendment that may be brought forth in the above contribution rate and act accordingly.
- (42) The contractor shall ensure that his/her workmen are covered under the EPF and miscellaneous Provisions Act 1952 and accordingly produce to the BHEL Management the registration/enrolment number before award of contract work.  
All employees are eligible to become a member of provident fund from the date of joining the establishment and the worker and contractor contributions are 12% and 13.36% respectively. The contractor is also liable to pay any administrative charges in this behalf that may be decided from time to time. It will be the responsibility of the contractor to ensure such contribution payable in respect of workmen employed through sub-contractors also.

- (43) The contractor shall take note of any amendment in the rate of contribution payable under the scheme from time to time.
- (44) The contractor shall within seven days of the close of every month submit to BHEL a statement showing the amount of contribution payable/paid for employees engaged by him or through him and shall also furnish to BHEL such information, as principal employer is required to furnish under the provisions of the ESI Act and PF as well as the scheme made there under to the authorities concerned.
- (45) Whenever any sum of money is found to be recoverable from or payable by the contractor under the above acts, the same shall be deducted from any sum that may be due or which at any time thereafter may become due to the contractor under this contract or under any other contract or from his security deposit. In case the recoveries are not sufficient to satisfy the claims the contractor shall pay the balance thereof on demand. In case any recoveries are made under this clause from the security deposit the contractor shall immediately thereafter pay such further sums as may be required to recoup the shortage caused by such recoveries in the amount of security deposit.
- (46) The contractor shall abide by all the labour and other laws applicable to contract labour/worker under this contract and shall at all times keep BHEL, indemnified against all losses, claims, prosecution under any law.
- (47) In case of non compliance of any of the provisions of the acts and in case BHEL having complied with the same, BHEL will be entitled to recover the same from the contractor/sub-contractor.
- (48) Non exercise of any of the powers or rights available to BHEL hereunder or under any law, shall not in any way operate as waiver thereof.

**General:** Contractor should follow all the provisions of labour legislation and statutory obligations. Provisions as and when amended will also apply.

**SAFETY PRECAUTIONS TO BE TAKEN BY THE CONTRACTORS**

The Contractor must inspect the area of work to decide the safety precautions necessary for Executingthis contract.

Whenever people work at height more than six feet, platform shall be provided or the workers Shallwear safety belt to avoid fall from the height.

Wherever any area declared as dangerous, the workers shall not be allowed to work till a written clearance is obtained from appropriate authorities.

No material of any kind shall be dropped or allowed to be dropped from any height.

Defective ladders shall not be used at all.

Inflammable materials shall not be stored near places where the sparks are likely to occur.

The necessary safety equipments such as gloves, helmets etc must be issued to the workmen and strictly to be used while carrying out the work.

If the contractor's workmen are found to be violating the safety precautions, punitive action will be taken by withholding a sum of Rs.500/- to Rs.1000/- from the contractor's bill for each violation.

The working area shall be kept clean and free from all obstructions.

All temporary electrical connections shall be properly earthed, insulated and periodically checked.

The contractor should arrange WORKMEN COMPENSATION/ INSURANCE POLICY covered for allhis/her workmen. A copy of the policy has to be submitted before commencement of work.

All safety precautions are to be taken by the contractor at his cost.

These safety measures shall be deemed to form an integral part of the Work Order/ Agreement.

.....  
**Note: All Personal Protective Equipments should be supplied by the contractor to his workmen at his own cost. However, all cleaning materials required for cleaning will be supplied by BHEL.**

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**SCOPE OF WORK AND SPECIAL CONDITIONS OF CONTRACT**

**I.Name of Work: OUTSOURCING THE SERVICE OF PROVIDING LUNCH / DINNER TO 'CONTRACT WORKERS' FOR ITS DESIGNATED DINING HALL / CONTRACT CANTEEN, BOILER AUXILIARIES PLANT, BHARAT HEAVY ELECTRICALS LTD., RANIPET, TAMIL NADU STATE – 632 406.**

**II. Scope of Work:**

The Lunch / Dinner according to the menu table given below and as per the request of Canteen Management will have to be prepared daily, excluding Sundays and Holidays at the allotted/approved Kitchen by BHEL, transported to BHEL Contract Canteen Dining Hall / designated places at your cost and serve all the items of Menu by your workers to BHEL contract workers during the lunch time between 12.00 and 13.00 hours and dinner time between 20.30 and 21.00 hours or any other timing as decided by BHEL. All items will be served against the specified coupon OR any other method authorized by BHEL from time to time.

**MENU TABLE FOR LUNCH - 250 PLATES AND DINNER FOR 50 PLATES PER DAY**

SL.NO	MENU	QUANTITY
1	Plain Ponni Boiled Rice –old and fine variety	600 gms
2	Kootu/ Poriyal (Different Kootu/ Poriyal on different Week days should be served. Kootu and Poriyal should be served on alternatively)	80 gms
3	Sambar OR More Kulambu OR Vathal Kulambu	200 ml
4	Rasam ( Different varieties of rasam on different week days)	150 ml
5	Buttermilk (Curd and water shall be of 1:5 ratio)	200 ml
6	Pickle (Mango, Lemon, Mixed veg. Etc.,)	10 gms
7	Appalam (9 Cm dia)	1 no.

**Conditions to be met with respect to quality of food items:-**

- Only Agmark Sunflower oil should be used for cooking purpose
- Ajinomoto, palm oil and coloring agents should not be used
- Menu items should be available up to 13.00 hours.

All items should be sumptuous and rich in quality.

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**III.Special Conditions:**

1. The Contractor shall be responsible for service of food in the referred Dining Hall at designated places, during lunch & dinner periods specified by the company. The service timings are subject to change and company will intimate the contractor of such changes from time to time. The contractor shall abide by the service timings strictly. Any delay in service will affect the productivity of BHEL and hence will be viewed seriously and be treated as breach of contract attracting penal actions as per Recovery Clause of this tender .
2. The Contractor shall provide efficient and prompt service. The food preparation is to be done in a strict hygienic environment and matching process without any compromise on quality. Only wholesome good quality ingredients should be used for the preparation of food which could be inspected without prior notice.
3. The employees of the contractor shall adhere to good health and hygiene.
4. The inward and outward movements of contractor's staff, material, vehicle, contractors vessels etc., are governed by the BHEL security regulations in force from time to time.
5. The contractor shall bring their cleaning materials, disinfectants. All the necessary housekeeping materials for the performance of services shall be to the Contractor's account.
6. The contractor's vehicle to transport prepared food to the Designated Dining Hall / Contract Canteen, shall have valid Registration, RTO clearance, Pollution certificate Insurance and other statutory requirements. The driver of the vehicle shall have valid Driving License.
7. The Contractor shall perform the Service to the satisfaction of the Company's Authorised Representative. If any shortcoming is found, then on instruction from the Company's Representative, the Contractor shall rectify the shortcoming immediately.
8. The Contractor shall ensure that the cooks and staff are qualified persons, well versed in food preparation, preservation, service and cleaning.
9. The prepared food shall be brought in the contractor's containers, which should be clean and closed with proper lid for safe transit and service.
- 10. The scope of contract includes:**
  - i. Cleaning of Dining Hall, furniture and tableware before and after service. After every service the floor should be swept and mopped neatly.
  - ii. Arranging and Serving buffet type service as per the prescribed menu.
  - iii. Placing water jugs and tumblers on each dining table.
  - iv. Soiled vessels and utensils, soiled table wares, Service dishes etc., from dining halls should be cleaned thoroughly with detergents and staked neatly at appropriate storing places ear marked for each item.
  - v. Waste foods and other debris collected from kitchen, dinning halls, rooms etc, shall be deposited at bins provided for that purpose.
  - vi. The contractor shall engage sufficient employees to meet the timely and effective service.To ensure the same an attendance register shall be maintained.
  - vii. Stock book is to be maintained by the Contractor to ensure the safe custody of company's properties in the Dining Hall. This is subject to periodical verification by the Company's Authorised Representative.
  - viii. The Contractor shall perform all housekeeping work in a thorough, efficient, professional manner with due diligence and care according to industry norms and standards, in conformity with applicable laws and regulations and BHEL's own procedures and instructions. The Contractor shall perform the Service to the satisfaction of the Company.

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11. **Hygiene Standards:** The Contractor should ensure the personnel hygiene of their employees and ensure periodical medical check up to them as per the norms of the Factories Act 1948.
12. **The rate quoted should be firm and all inclusive** i.e., cost of all inputs, Cooking Equipments, serving Vessels including Utensils (other than mentioned under Clause III(a), Labour charges for Cooking from outside BHEL Kitchen at the Contractors premises (own or rented) and Transporting to Designated Dining Hall, arranging & Serving through Buffet system, cleaning of all Vessels used for service, Tables and Dining Halls, Table wares, overhead, other administrative cost, all decorative works with materials and cleaning materials inclusive of spray, etc. **No variation of whatsoever will be entertained later.**
13. The Lunch supplied must be of good and acceptable quality. The menu given in the order must be diligently followed and if any changes are to be effected it should have prior BHEL approval.
14. At present the Lunch time is from 12.00 Hrs. to 13.00 Hrs and Dinner time is from 20.30 Hrs. to 21.00 Hrs. This may be changed at BHEL's discretion. The total food items for serving the Lunch should reach the designated Dining Halls 30 minutes before fixed Timings without fail. Timely service of Specified Lunch is the essence of the contract and any failure on the part of the Contractor will be treated as the breach of the contract.
15. The daily requirement of food for lunch will vary from 200 to 250 on all days excluding Sundays & Holidays. In the year 2016-17, average of 225 meals served per day. In other words there is no guaranteed minimum daily requirement of food. The requirement during holidays shall be ascertained. In general the contractor has to watch the trend and bring accordingly at his good judgment so as to meet the requirement fully. No issue regarding excess preparation of food will be entertained by BHEL. The estimated quantity of food is purely tentative and is not guaranteed. No claim in this regard will be entertained by BHEL.
16. All consumers should have been served with all items as per menu daily for effecting full payment as per the numbers claimed. The Contractor should take back the left over food at their risk and cost.
17. The food items and the suitability of facilities are subject to check at BHEL's discretion both at Supplier's and BHEL premises. 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 BHEL to supply lunch at the referred Dining Hall, shall be TO THE ACCOUNT of the Contractor. The opinion/decision of BHEL regarding quality is final.
18. The swiping and collection of the coupons against service of food shall be verified by BHEL authorized representative.
19. The Tax bill for every month shall be prepared as per relevant statutes by the Contractor on the basis of the quantity i.e., number of plate meals supplied duly supported by number of coupons. The daily consumption shall be recorded for mutual acceptance in a specified Challan. Specified Challans shall support the monthly bills.

20. The monthly Tax Bill shall be prepared by the Contractor on the last date of the month and submitted by 1<sup>st</sup> of every succeeding month for Certification and to effect the payment within 30 days from the. date of receipt of the bill.
- 21..If necessary, the Contractor may visit the referred BHEL Dining Halls with prior notice and seek clarification, if any, before offering the most Competitive rate for Quality food and Hygienic service.
- 22.The Contractor can visit the dining hall on any working day between 14.00 and 15.00 hours before submission of tender. There should be no case or charge under investigation / enquiry / trial against the agency, nor conviction in a Court of law or suspended / blacklisted by any organization on any ground against the contractor.
23. The Lunch supplied must be of good and acceptable quality. The menu given in the order must be diligently followed and if any changes are to be effected it should have prior BHEL approval and all the items of menu should be available to all the users.

(a) **FACILITIES TO BE PROVIDED FOR SERVING LUNCH / DINNER BY BHEL:**

1. Free of rent building for service (Dining Halls ), Furniture (Dining Tables & Chairs), Fixtures, Hot cases for buffet, Table-wares (Plates, cuttories, water tumblers, water jugs etc), Electricity and Water will be provided by BHEL.

(b). **Requirement of Manpower:**

1. The Contractor shall engage sufficient number of competent workmen for providing lunch service to employees & visitors. The Contractor shall provide Weekly Off / National and Closed Holiday. No overtime charges / extra charges other than what is agreed shall be payable by BHEL to the Contractor.
2. The Contractor shall furnish the names, permanent & local addresses of the Contractor's employees deployed at the Company's premises from time to time along with the latest photographs, thumb impression and signature to the Officer in Charge of Canteen, BHEL, BAP, Ranipet before the deployment.
3. Character and antecedents of all Human Resources employed by the Contractor at BHEL/BAP should be verified by police prior to deployment of the personnel. The verification report duly certified by the police is to be submitted to the Company prior to the deployment of the personnel on duty.
4. The Contractor's personnel deployed at BAP premises should be covered under ESI, PF and all other statutory provisions as applicable from time to time. All applicable tax and labour laws will have to be adhered to. Prescribed records/returns under such applicable statutes like Minimum Wages Act, Contract Labour (Regulation and Abolition) Act, PF, EDLI, ESI, Statutory Bonus, Professional Tax, Income Tax etc. will have to be properly maintained and produced as and when required by BHEL and authorities under law.
5. The Contractor's personnel deployed at BAP premises will have to be equipped with identification cards while on duty, which will have to be produced whenever demanded by the Company officials/- officers. Due to specific reasons the personnel deployed on job inside premises of BAP should not use or carry Mobile Phones.

6. The Contractor shall make his own arrangement for accommodation (and food facilities) for his personnel and BHEL will not extend any facility/amenity that are extended to the staff and the families of it's employees to the staff of contracting Contractor. However, BHEL/BAP at it's discretion may provide subsidized food and beverage facilities for the personnel of the Contractor during their working hours which the Contractor may avail.
7. The Contractor shall disburse the wages to their workers deployed in BAP premises on or before 10 days from the closing of the wage period by directly crediting to their respective bank accounts only. It is mandatory for the Contractor to provide Bank A/C details of the employees working under this contract, along with ESI/EPF registration details. Payment of the bills will be considered only if the bank statement for wage payment along with photocopies of ESI, PF and Service Tax remittances of the previous month accompanies the bill.
8. **Rates:** While quoting the rates, the guidelines given below shall be followed:  
The rate quoted should be all inclusive of cost of Cooking Equipments, serving Vessels including Bain Marie, Utensils, chef-in dishes/hot ranges, cost of raw materials, Labour charges for Cooking at contractor's kitchen and Transportation to BHEL Designated Dining Halls / Contract canteens , arranging & Serving Charges through Buffet, Washing Charges of all Vessels used for service, Cleaning of Tables and Dining Halls after each use, serving water to users at tables in dining halls during lunch, other overhead charges inclusive of minimum wages as per Minimum Wages Act. The current minimum wage for USW is Rs.8796/- per month per worker and Rs.3200.00 per month per employee as additional payment, which will attract PF,ESI and Bonus. Any minimum wage, additional wage increase during the contract period will be borne by the contractor. The quoted rate should also inclusive of bonus as per Bonus Act, all taxes, uniform, profit and other administrative cost, all decorative works with materials and cleaning materials inclusive of spray, scented doop sticks to be used in the designated dining halls etc.
9. **Minimum Wages:** The payment of wages should be as per Minimum Wages Act as notified by Government of Tamil Nadu for General Engineering and Fabrication Industry under T.N. Govt. Minimum Wages Rules. The current minimum wage for Unskilled Workers w.e.f. 01-04-2017 is Rs.8796/- per month per worker. Further an additional sum of Rs.3200.00 per month per worker is also payable . Such additional payment of Rs.3200.00 will also attract PF,ESI. The contractor should ensure that his workmen should be available not less than 8.00 hrs on all working days. Any minimum wage, increase during the contract period will be borne by the contractor.
10. Wages for weekly off (1day off for every 6 days of work) shall be paid to the Contractor's employee. Earned Leave (1 day Leave for every 20 days of work) shall be given based on the nature of engagement of the worker.
11. The rates quoted shall be firm throughout the period of the contract. **No rate increase shall be accepted by BHEL whatsoever be the reasons.**
12. **In quoting the rates the tenderers are advised to take into account all factors including any fluctuations in the market rates / labour wages etc. No claim shall be entertained on this account after acceptance of the tender or during the currency of the contract.**

SIGNATURE OF TENDERER WITH STAMP

13. TAXES & DUTIES: This clause shall be applicable notwithstanding any other clause related to taxes & duties mentioned elsewhere in this tender document.

**14. GST – OUT DOOR CATERING SERVICE:**

- A. The Tenderers shall not include GST in their quoted rates; but the Tenderer has to separately indicate the GST rate in the unpriced Bid (Schedule of work), GST Rate, amount and workings thereof in the Price bid schedule included in the Tender documents.
- B. If GST amount is not indicated separately in the price bid schedule included in the Bid documents, it will be presumed that the quoted rate is inclusive of applicable GST and bids will be evaluated accordingly.
- C. The price quoted in the Price Bid shall be inclusive of all taxes, duties, levies etc. other than GST.
- D. In respect of Tenderer being an Individual, Sole proprietorship firm, Partnership firm, Hindu undivided family, Association of persons whether registered or not, GST will not be reimbursed by the Company as the Company will pay the applicable GST under supply of GST directly to Govt. as receiver of service under reverse charge mechanism of GST Rules which will be considered for evaluation. For Other Tenderers full GST quoted shall be considered for evaluation.
- E. In such cases of successful Bidder being other than an Individual, Sole Proprietary ship firm, Hindu Undivided Family of Partnership firm, Association of Persons whether registered or not, the GST amount quoted in the Price Bid format will be considered for reimbursement against valid documentary evidence ie. GST Registration Certificate, Original Invoice, GST Payment Certificate and copy of GST payment Challan.
- F. Any statutory variation in GST Rate will be to the account of BHEL. But if the variation is effective during the delayed / extended period of execution for reasons attributable to the vendors the same shall be borne by the vendor only. The required compliance under relevant statutory shall be carried out.

15. Employment card to be issued. Monthly wage slips shall be issued to the Contractor's workers. ESI medical cards shall be arranged and issued to them. Bonus shall be paid to the contract workers as per Bonus Act @ 8.33% as minimum. The quoted rate should also inclusive of bonus as per Bonus Act, all taxes, uniform, overhead and other administrative cost, profit etc.

16. The contractor shall fix wage periods in respect of which wages shall be payable. No wage period shall exceed one month.

17. The contractor shall ensure payment of wages to the contract labour employed by him/her within seven days from the end of wage period as per Clause 7 of this section.

18. All payment of wages shall be made on working days by direct credit to the bank accounts of the labours on dates notified in advance. In case the work is completed before the expiry of the wage period final payment shall be made within 48 hours of the last working day.

19. Where the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the second working day from the day on which his employment is terminated.

**20.** A certificate of payment shall be furnished in duplicate by the contractor to the Officer In charge each month in a form enclosed.

**21.** A notice showing the wage period and the place and time of disbursement of wages shall be displayed at the place of work and a copy to be sent to the welfare department by the contractor under acknowledgement.

**22.** Notices showing the rates of wages, weekly rest days, hours of work, wage period, date of payment of wages, names and addresses of the inspectors having jurisdiction, the date of unpaid wages shall be displayed in Tamil and English in conspicuous places at the establishment and working by the contractor. The contractor shall inform the BHEL management every month the details of contract labour engaged for each contract in the following form:

- a. Serial Number
- b. Location
- c. Period of work
- d. No. of contract labour engaged during the month
- e. No. of days worked
- f. No. of mandays worked
- g. Wages paid to his/her workers

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

**23.** The Security Deposit should be remitted before start of the work by the contractor. The EMD amount of the successful bidder can be converted as security deposit and the balance amount shall be remitted. No interest will be paid to the Contractor for the amount deposited during the period of agreement. Failure to pay the security deposit shall be treated as failure to discharge the duties under the contract and shall result in cancellation of the offer of the contract, EMD will be forfeited and the tenderer shall be liable to compensate BHEL for any losses incurred by BHEL. The security deposit shall be refunded within a reasonable time after the date of expiry of the contract subject to the contractor carrying out all obligations / operations as required under the contract.

**24.** The Officer In-charge / Canteen, BHEL BAP unit shall give overall instruction to the contractor or his authorized representative for the jobs to be carried out. BHEL will have nothing to do or be concerned with the employment of employees working for the contractor. The relationship between BHEL and the contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or on employer-employee relationship. Supervision of work shall be done by the contractor / his authorized Supervisor exclusive for this work only.

**25. PAYMENT:**

- a. The Company shall make payment against monthly bill to the Agency subject to the satisfactory performance of the Agency as certified by the authorized officer of the Company.
- b. Monthly bill for the previous month in triplicate supported with duly certified attendance sheet of the month shall be submitted by the Agency to the Company's executing authority duly certified by the Agency. The bill should clearly state the actual number of persons deployed during the month.

- c. The Company will make payment of the bills to the Agency within a reasonable time after receipt of monthly bills complete in all respects with all the following supporting documents:-
- a) Original invoice
  - b) Wage Sheet for the month
  - c) Attendance duly certified by Canteen In charge BHEL BAP.
  - d) Copy of Bank Statement as Proof of payment of minimum wages through direct credit to Bank account of their employees by crediting in their Bank account.
  - e) PF & ESI Challans
  - f) Proof of payment of GST
- The above documents are to be submitted to the Canteen In charge, BHEL, BAP, Ranipet who will certify the same after due verification. Due to any reason, if it is not possible to adhere to this time schedule, no additional payment by way of interest will be paid. The Agency shall submit the EFT form enclosed with the Tender documents signed by the authorized signatory and duly certified by their bankers to receive the payments through EFT.
- g) GST Registration Number / GST Head, GST code and Accounting code are to be mentioned in the invoice / receipts by the Agency.

**26. Executing Authority: Officer In-charge Canteen BAP Unit, BHEL, Ranipet** or any authorized representative nominated by Head of HR will be the Executing Authority for this job and he shall give necessary directions to the Contractor. The Contractor shall follow all his instructions.

**27. Deduction of Tax at Source (TDS):**

Income tax and other taxes at the rates applicable from time to time, shall be deducted from the bills of the contractor at source as required under the statutory provisions.

28. The Contractor shall pay wages to its employees on or before 10<sup>th</sup> of the following month by crediting to their bank accounts. The rate of wages shall be in conformity with the statutory provisions including the applicable minimum wages and additional wages prescribed by BHEL.

29. In case of the Company receives any representation or demand for payment of any amount to any of the Contractor's employee / workmen at any time towards wages or other dues or provident fund etc., from any Governmental Contractor, then in that event, the Company shall have the right to deduct the said amount from the amounts due to the Contractor and pay the same to the employee or workmen or Governmental Contractor. The decision of the Company in this regard shall be final and binding on the Contractor.

30. The Contractor shall be responsible for settlement of any claim / dues in case any of the Contractor's employees sustains injury or incurs damage or loss either to any person or property within the premises of the Company. The Contractor shall take necessary insurance coverage for all his employees / workmen.

31.The Contractor is also to provide at its own cost Personal Protective Equipments like 1 pair of Sandak (to be worn in kitchen) & 1 pair of Hawai Chappal (to be worn other than kitchen), gloves, etc. to their workmen.

32.The Contractor has to supply proper and identical uniforms with identity card/badge worn on chest to their labour. The cost of the uniform shall be borne by the Contractor.

33.The contractor shall maintain the following records and make available for inspection to the Company as and when required:

- a) Muster Roll
- b) Register of wages
- c) Wage slip
- d) Register of fines
- e) Register of damages / losses
- f) Register for advances
- g) PF, Insurance Register & Insurance Policy
- h) Insurance policy

34.The Contractor shall:

- i. Maintain registers and record of payments etc. made to their personnel which shall be kept open for inspection by the Head of HRM department BHEL/BAP/Ranipet or his authorized representative or other statutory authority as and when required during the working hours.
- ii. Pay wages to their Personnel every month in the prescribed form within statutory due date by crediting in their Bank account and submit a copy of the bank statement as evidence for payment of wages along with wage sheet duly countersigned by the authorized representative of the Contractor.
- iii. It is mandatory for the Contractor to provide Bank A/C details of the employees working under this contract, along with ESI/EPF registration details and salary of all employees is to be credited in bank account only
- iv. Monthly bill submission to the Execution Authority ( Officer In-charge / Canteen ) of BHEL/BAP after due certification by the authorized representative of the Contractor.
- v. Comply with the statutory provisions regarding issue of employment card, wage slip, leave book, PF Account slip, Service Certificate etc.
- vi. Deposit Employees Provident Fund contribution together with the Employer's contribution with the appropriate authority within the prescribed time and submit challans for compliance. The Contractor shall send all the prescribed returns regularly and in time.
- vii. Ensure full and final payment of all statutory dues under various statutes applicable from time to time on the last day of contract to their employees.

35. The Contractor will have to abide by all the statutory provisions including labour, taxation and any other law that may be in force from time to time and shall be responsible & accountable for breach or violation of any of the provisions of any Act, Rules, Regulations, Notification, Circulars and orders issued from time to time by the Government of India or the State Government. The Contractor shall provide an undertaking to this effect prior to the commencement of the work.

**36.MEDICAL CHECK UP:**

The contractor shall ensure due Periodical Medical Check up of each of his staff / supervisor deployed for carrying out the work and medical fitness certificate shall have to be submitted to Officer In-Charge of Canteen BHEL BAP for records.

**37.Verification of Character Antecedents:**

The Contractor shall keep proper record of all the documents regarding character antecedents etc. of the Personnel engaged by them and as and when required, the Contractor shall submit the same to the Officer-In-Charge for necessary verification. It is a pre-condition that while employing Personnel, the Contractor shall take adequate care that no such person having criminal background is deployed in BHEL.

Persons dismissed from service and/or involved in or having previous record of anti-social activities should not be deployed in the Company's establishment. In case any adverse report is found against any personnel deployed by the Contractor, such personnel would immediately be removed.

Character and antecedents of all Human Resources employed by the Contractor at BHEL/BAP should be verified by Police prior to deployment of the personnel. The verification duly certified by the police is to be submitted to the Company prior to the deployment of the personnel on duty.

**38. Labour Licence:**

The Contractor will be required to obtain and submit Labour Licence from the Regional Labour Commissioner (Central), Chennai for the reasons so deployed by the Contractor as provided under Contract Labour (Regulation and Abolition) Act.,1970 before the commencement of the job.

**39. Workmen Compensation Insurance:**

The Contractor shall keep all Personnel engaged by them duly insured under Workmen Compensation Insurance at his own cost and will submit documentary evidence in this regard to Officer in charge of Canteen / HRM department of the Company before the commencement of the job.

**40. Discipline:**

- I. Personnel engaged by the Contractor shall abstain from taking alcohol or any other intoxicating drinks or drugs before attending duty or while on duty. Any instance of violation of the directives shall amount to non-performance of duty involving wage cut or compensation and even removal of such person from duty.
- II. The personnel in their dealings with the employees of the Company must show politeness and should be well behaved.
- III. In the event of any Act of indiscipline on the part of the contractor's workmen , the Company reserves the right to remove such workmen and on the advice of the Officer-In-Charge of Canteen of the Company, the Contractor shall be duty bound and liable to replace such workmen forthwith.

**41. Identity cards for the Personnel:** The Contractor shall issue Identity Cards duly countersigned by the Security In-charge of the Company (BHEL/BAP) to their Personnel, who shall carry the same while on duty. Any Contractor's Personnel found without proper Identity Card while on duty, his above act shall be viewed as an act of indiscipline. The Contractor shall strictly abide by the Rules and Regulations enforced by the Company from time to time.

**42. Work on all days:** The Contractor shall ensure to carry out the work in all days throughout the year as per the terms of the NIT.

43. The Contractor shall not engage any person having bad / criminal record and police verification of character / conduct should be obtained and submitted to the Company for all the personnel to be employed under this contract.

44. The Contractor shall insure all their employees to cover them against any sort of injury, death etc. during the course of deployment. A copy of the policy taken in this regard shall be submitted to the Company. The Company shall not be responsible for any such injury, death etc., nor shall be liable to pay any compensation, whatsoever, in such cases. The Contractor will execute the jobs undertaken by it directly and with its own resources and subletting any part of the assignment is not allowed.

**45.** In case of any mishap of whatsoever nature (minor / major / fatal including death during the course of their duty) sustained by Contractor's Employees, the responsibility for meeting the medical/hospitalization expenses or of granting compensation, if any, on that count will be that of the Contractor and not of the Company. If for any reason, compensations, costs etc., are paid by the Company, the same shall be reimbursed by the Contractor to Company without any demur, including interest at ruling rate till settlement and such settlement shall be made by the Contractor within one month from the date of Demand by the Company and upon failure of the Contractor to do so, the Company shall have the right to adjust the monthly bills payable to the Contractor towards the amounts payable by the Contractor till the entire dues are wiped off.

**46. CONTRACT AGREEMENT:** The Contractor shall execute formal agreement on non-judicial Stamp Paper of Rs.100/- to be purchased by the Contractor in its name in the State of Tamil Nadu within a period of 15 days of the issuance of the work order / LOA. In the meantime the Contractor shall issue Power of attorney duly notarized to authorized person who shall sign and execute the Contract on behalf of the Contractor under the official seal of the Contractor.

47. Delay in receipt of payment of bills for work executed shall, however, not entitle the Contractor to abandon the contract or claim any damage or interest for such delay in payment nor shall it be accepted as excuse for non-compliance of the terms of this contract.

48. The Company shall not accept any liability for giving employment to the Contractor's personnel at any time. The Contractor shall make this amply clear to their personnel. There will be no Employer and Employee relationship between Company and the labour/supervisor so engaged by the Contractor under the contract and no claim for any employment will be entertained or tenable. It shall be sole responsibility of the Contractor to regulate any terms of employment with the engaged persons without any liability whatsoever to the Company (BHEL).

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49. The Contractor shall obtain written undertaking from each of the Contractor's employees deployed with the Company that he is a permanent employee of the Contractor and the written undertaking in original shall be given to the Officer In-Charge / Canteen BHEL BAP Ranipet.

50. The Contractor shall also report all accidents in respect of their employees arising in the course of and out of their employment and effect payment of compensation as per Employees Compensation Act, 1923 as amended from time-to-time within the prescribed time limit. In case of all accidents, fatal, serious or minor, the Contractor must immediately bring it to the notice of the Head of HRM Department or their authorized representative, who will send necessary intimation to the concerned authorities. In the event of the Contractor's failure to pay/deposit with the Commissioner, the amount of compensation payable under the Workmen's Compensation Act, the Company shall have the right to set aside the relevant amount from the bills or from the Security Deposit for due settlement of the claims arising under the said Act and Rules at their own discretion and the Contractor shall bear the full responsibility in this behalf.

51. Neither the Contractor nor any of the Contractor's employees will have any claim against the Company for any liability arising out of any commission / omission caused by the Contractor's employees on duty.

52. The personnel to be deployed by the Contractor shall be bound to obey and comply with such standing orders, i.e. specific and /or general orders as may be issued by the In-charge of Contractor for proper operation and execution of the contract. The Contractor shall lay down all such Standing Orders in consultation with the representative of the Company. Any personnel found associating himself with the Union and /or political activities and /or not complying fully with the Standing Orders of the Contractor, may be liable to be removed either on the order of the In charge of personnel of the Contractor BHEL, BAP UNIT or on such request being made by the duly authorized representative of the Company to the In charge of contractor's personnel.

53. The Standing Orders shall contain not only specific orders for the preservation and protection of the property of the Company but also for regulating the conduct of the Personnel so that their work and behavior are always conducive to the safeguarding of the interest of the Company as also preserving and protecting its property.

54. The Contractor shall at their own cost observe, perform and comply with the provisions of the Contract Labour(R&A) Act,1970 and Rules, should the contractor fail to observe and perform or discharge their obligations under the said act, the Company shall be entitled to recover from the Contractor the cost of expenses that it may have to incur or suffer on compliance of provisions of Contract Labour (R&A) Act,1970 and Rules framed thereunder.

55. The Contractor shall abide by the decision/ recommendations/ awards of the Court/Labour Court/ Industrial Tribunal/ Wages Board of Commissions appointed by the appropriate Government in respect of this Industry and shall secure implementation of the provisions of the decisions / award/ recommendations from time to time and maintain such relevant records and registers as are required to be maintained under these legislations/award/decisions and produce them before Head of HRM Department BHEL/BAP,Ranipet or their authorized representative and other statutory authorities as and when required.

56. The Contractor shall be solely responsible for deduction and contributions regarding the provident fund under the Employees Provident Fund Scheme, 1952 Employees Provident Fund and Misc. Provision act,1952 and any rules and regulations made there under as amended from time to time. He shall be solely responsible for the maintenance of the records in respect of payment of the contributions and submission of returns in accordance with provisions of the said Scheme. However, the deductions and contributions shall be at the rate prescribed by the statute. The Contractor shall ensure timely deposit of the amount so deducted to the Appropriate Authority. The Contractor shall further intimate to the Company any change in the employment of personnel/employees immediately after such change and shall maintain all such records, registers and returns, as are required to be maintained under the Act and the said records which shall be kept open for inspection by the Company's authorized representatives or by the Regional Provident Fund Commissioner or his Inspector.

57. The Contractor shall solely be responsible in respect of payment of Bonus to the Personnel under the payment of Bonus Act,1965. He shall also be solely responsible for maintenance of records in respect of the above payments and submission of returns in accordance with the provisions of the said Act.

58. Stoppage of work or non-performance in whole or in part by the Contractor of any obligation under this contract due to reasons within their control shall be treated as breach of contract entitling the Company consequential legal remedies against the Contractor including termination. The Contractor will have no claim in Security Deposit /CPG and the whole amount deducted towards CPG/ Security Deposit will be forfeited. If the performance in whole or part of any terms and conditions /obligations under this contract is prevented or delayed by reasons of any such eventuality the contract shall be terminable at any time without assigning any reason what-so-ever and at the discretion of the Company.

**59. Contract Performance Guarantee (CPG):** The successful bidder should pay Security deposit as per Clause 9 of General Conditions of Contract within 10 (Ten) days from the date of Issue of Letter of Award in the form of Bank draft or Bank Guarantee from a Nationalized Bank / a Scheduled Commercial Bank approved by BHEL. Alternatively a deduction at the rate of 10% shall be made from each running bill of the contractor until Security Deposit amount as per Clause 9 of General Conditions of Contract is recovered. The CPG shall bear no interest and refund will be on production of No Claim / No Due Certificate by the Contractor and the Company respectively. The Company shall be at liberty to deduct and appropriate from the CPG such penalties and dues as may be payable by the Contractor under the contract and the amount by which the CPG shall get diminished will be made good by further deduction from the Contractor's subsequent bills in the same manner as aforesaid until the CPG is restored to its full limit mentioned above. On due and satisfactory performance and completion of the contract in all respect and settlement of final bills, the CPG will be returned to the Contractor without any interest on presentation of an absolute No Demand Certificate and No Due Certificate in the form as may be prescribed by the Company. No claim shall lie against the Company on any account whatsoever in respect of this contract after the receipt of No Demand Certificate from the Contractor.

The Company shall have the full right to forfeit and appropriate the CPG on breach of any of the terms and conditions laid down herein or will be applicable in future, without prejudice to the rights of the Company or otherwise available under the law.

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Any dues of the Company against the Contractor under the contract resulting from award of work to some other Contractor at the risk and cost of the Contractor shall be adjustable against the CPG and if CPG is insufficient, the same could be recovered from the Contractor.

In case of the termination of the contract by the contractor, the Company shall have right to forfeit the CPG.

The CPG shall be refunded to the Contractor within 60 days from the date of payment of final bill, subject to the condition that the Contractor shall produce a certificate from the operating officer of having disbursed all labour payments, other statutory payments and cleared all his obligations under the contract and producing no due / no claim certificate as above.

**60. RECOVERY:**

60.1 The Contractor agrees to indemnify the Company against any such loss or damage caused by breach of any of the terms or conditions of this contract.

60.2 If the Contractor fails to perform any of their obligations under this contract on any day or at any time, or repudiates the contract during the contract period, the Company may without prejudice to any other right or remedy available to the Company:-

**“Recover from the Contractor’s monthly bills, compensation for the Work Not Done / Work Not Completed during any day as per the following Recovery Clause / Recovery Table:”**

**RECOVERY CLAUSE:**

5% of bill value will be deducted for delayed supplies.- i.e., For normal lunch beyond 12.00 hrs and dinner beyond 20.30 hrs. If there is shortage in any one of the items (Sl.No. 01 to 07) as per ‘Menu Table’, the item will be supplied by BHEL at the risk and cost of the contractor and necessary recoveries will be made from the contractor’s monthly bills.

If the contractor is not carrying out any of the above work, BHEL will carry out the work by invoking or operating ‘Risk Purchase Clause’ under Sl. No.22 of the General Conditions of the Contract besides imposing ‘Recovery Clause’ under Sl.No.59 of the Special Conditions of the Contract. BHEL will arrange for the work or part of the work in default by the Contractor to be carried out, through other Agencies. Such decision of the Company being final and binding on the Contractor and will be at the cost and risk of the Contractor.

61. Recovery will be made on the Contractor for defaulting in payment to their Personnel will be as under:

The Contractor shall regularly pay wages to their personnel. If they fail to clear the due wages of Contractor’s personnel, and the Company (BHEL/BAP) is forced to pay to the Contractor’s personnel, then, damages @15% on the amount paid will be levied in addition to the wages paid, will be recovered from the running bills / CPG.

62. In case of continuous shortage(SI.No. 01 to 07) as per 'Menu Table'by the Contractor, in addition to the Recovery Clause specified in the Recovery Table, Risk Purchase Clause as per Clause 22 (Section-B) above, will be operated by BHEL. The foregoing shall be without prejudice to any other right that may be available to BHEL under contract, law or equity.

**63. TERMINATION FOR CONVENIENCE:**

**The contract can be terminated by BHEL for whatsoever reason by giving three month's notice in writing.**

**64. WAIVER:**

**Any waiver of any clause of the Contract can be done only by the Competent authority of the Company.**

**BUSINESS RULE AND TERMS & CONDITIONS OF ONLINE PRICE BIDDING CUM  
REVERSE AUCTION**

TENDER NOTICE NO: BHEL/BAP/HR/CT/CON:00

Dated:04/12/2017

**Name of Work: OUTSOURCING THE SERVICE OF PROVIDING LUNCH / DINNER TO  
'CONTRACT WORKERS' FOR ITS DESIGNATED DINING HALL / CONTRACT CANTEEN,  
BOILER AUXILIARIES PLANT, BHARAT HEAVY ELECTRICALS LTD., RANIPET, TAMIL  
NADU STATE – 632 406**

<b>Buyer Name</b>	Bharat Heavy Electricals Limited Boiler Auxiliaries Plant Purchase Department Ranipet Tamil Nadu-632 406 India.  <u>Email id</u> <a href="mailto:srir@bhelrpt.co.in">srir@bhelrpt.co.in</a>
<b>Auction to be conducted By</b>	<u>Email ids</u>
<b>Date of Auction</b>	Auction Date : ..... Sealed Bid Time : Hrs Reverse Auction Time : Hrs Auction Website :
<b>Documents Attached: (To be sent to the tenderers)</b>	1) Terms & Conditions of Reverse Auction ( <u>Annexure-I</u> ) 2) Business rules for Reverse Auction ( <u>Annexure-II</u> ) 3) Process Compliance Form ( <u>Annexure-III</u> ) 4) Details of item(s) to be Reverse Auctioned ( <u>Annexure-V</u> ) 5) Post RA Price confirmation by bidder ( <u>Annexure-VI</u> )

**Annexure – I**  
**Terms & Conditions of Reverse Auction**

Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to “REVERSE AUCTION PROCEDURE” i.e., ON LINE BIDDING (THROUGH .....). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable tenderers only shall be eligible to participate.
2. Those tenderers who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit “online sealed bid” in the Reverse Auction. Non-submission of “online sealed bid” by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of ..... who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the tenderers the details of ..... to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through ..... for compliance.
6. Tenderers have to fax the Compliance form (Annexure III) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at “LANDED Cost to BHEL” like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, ..... (Annexure VI) as provided on case-to-case basis to ..... within two working days of Auction without fail.
11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL’s standard practice.
12. Tenderers shall be required to read the “Terms and Conditions” section of the auctions site of ....., using the Login IDs and passwords given to them by the ..... before reverse auction event. Tenderers should acquaint themselves of the “Business Rules of Reverse Auction”, which will be communicated before the Reverse Auction.
13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other tenderers, action as per extant BHEL guidelines, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
15. In case BHEL decides to go for reverse auction, the H1 bidder(s) (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

**Annexure – II**  
**Business Rules for Reverse Auction**

This has reference to tender no ..... BHEL shall finalise the Rates for providing - and Surveillance Services at BHEL, Boiler Auxiliaries Plant, Ranipet- 632 406, Tamil Nadu through Reverse Auction mode. BHEL has made arrangement with ..... who shall be BHEL's authorized service provider for the same. Tenderers should please go through the guidelines given below and submit acceptance of the same. The technical & commercial terms are as per (a) BHEL Tender No. .... / ....., (b) Tenderers' technical & commercial bid (in case of two part bid) and (c) subsequent correspondences between BHEL and the tenderers, if any.

**1. Schedule for reverse auction:** The Reverse Auction is tentatively scheduled on:

.....  
- **Online Sealed Bid:-**

Start Time: *Hrs*

Close Time: *Hrs*

- **Online Reverse Auction:-**

Start Time: *Hrs*

Close Time: *Hrs*

**2. Auction extension time:** If a bidder places a bid in the last 10 minutes of closing of the Reverse Auction and if that bid gets accepted, then the auction's duration shall get extended automatically for another 10 minutes, for the entire auction (i.e. for all the items in the auction), from the time that bid comes in. Please note that the auto-extension will take place only if a bid comes in those last 10 minutes and if that bid gets accepted as the lowest bid. If the bid does not get accepted as the lowest bid, the auto-extension will not take place even if that bid might have come in the last 10 minutes. In case, there is no bid in the last 10 minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension. However, tenderers are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.

The above process will continue till completion of Reverse Auction.

Complaints/ Grievances, if any, regarding denial of service or any related issue should be given in writing thru e-mail/ fax to ..... with a copy to BHEL within 15 minutes from the initial closing time of Online Reverse Auction.

**3. Bid price:** The Bidder has to quote the F.O.R. destination Price inclusive of Packing & Forwarding charges, all the routine & type tests as per tender scope, ED + cess, CST against C-form, Freight (bidder to provide original Freight paid receipt), insurance charges, etc. including loading (if indicated by BHEL due to deviations in commercial terms) for the Items specified. Details are as shown in Excel Sheet for calculation of Landed cost.

Note: For the consideration of L1 bidder, the bid value shall be reduced by loading amount, if applicable.

**4. Bidding currency and unit of measurement:** Bidding will be conducted in {*Indian Rupees per Unit*} of the material as per the specifications.

In case of foreign currency bids, exchange rate (TT selling rate of State Bank of India) as on scheduled date of tender opening (Part-I bid in case of two part bid) shall be considered for conversion in Indian Rupees.

**5. Validity of bids:** Price shall be valid for 30 days from the date of reverse auction. These shall not be subjected to any change whatsoever.

**6. Lowest bid of a bidder:** In case the bidder submits more than one bid, the lowest bid at the end of Online Reverse Auction will be considered as the bidder's final offer to execute the work.

**7. Post auction procedure:** BHEL will proceed with the Lowest Bid in the Reverse Auction for further processing.

**8. Procedure of Reverse Auctioning**

i. **Online Sealed Bid:** This duration of online sealed bid will be 30 minutes. All tenderers to submit their online sealed bids during this period.

ii. **Online Reverse Auction:** The "opening price" i.e. start price for RA and "bid decrement" will be decided by BHEL.

SIGNATURE OF TENDERER WITH STAMP

**Annexure – II**

- iii. If BHEL decides the lowest online sealed bid as the starting price, then the lowest bidder in online sealed bid shall be shown as current L1 automatically by the system and no acceptance of that price is required. System shall have the provision to indicate this bid as current L1.
  - iv. Tenderers by offering a minimum bid decrement or the multiples thereof can displace a standing lowest bid and become “L1” and this continues as an iterative process.
  - v. After the completion of the online reverse auction, the Closing Price (CP) shall be available for further processing.
9. If no bid is received in the auction system/ website within the specified time duration of the online RA, then BHEL will scrap the online reverse auction process and proceed with the conventional mode of tendering (opening of the envelope sealed bids earlier submitted by the tenderers).  
In cases where no bidder accepts the start price, the RA may be treated as failed and sealed envelope price bids of all the techno-commercially qualified tenderers shall be opened and the tender processed accordingly. Wherever the techno-commercially acceptable bidder(s) had agreed to participate in the RA and had failed to submit the online sealed bid, the envelope sealed bids of such bidder(s) shall not be entertained. Wherever, the evaluation is done for individual items of the package, and no bid is received for some of the item(s), RA will be considered as failed for these item(s), re-reverse auction/ retendering will be conducted for these items.
10. Only those tenderers who have submitted the “online sealed bid” within the scheduled time shall be eligible to participate further in RA process. However, the H1 bidder(s) (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.
11. Any commercial/ technical loading shall be intimated to tenderers prior to RA. The excel sheet provided in this regard shall cover all these aspects. Commercial/ technical loading if any, shall be added by the respective bidder in its price during online sealed bid & Online Reverse Auction. Modalities of loading & de-loading shall be separately intimated to the tenderers.
12. Computerized reverse auction shall be conducted by BHEL through ....., on pre-specified date, while the tenderers shall be quoting from their own offices/ place of their choice. Internet connectivity shall have to be ensured by tenderers themselves.

During the RA if a bidder is not able to bid and requests for extension of time by fax/ e-mail/ phone then time extension of additional 15 minutes will be given by the ..... provided such requests come before 5 minutes of auction closing time. However, only one such request per bidder can be entertained.

**Annexure – II**

Despite this extension if bidder fails to upload his prices due to extreme case of failure of Internet connectivity, (due to any reason whatsoever may be) it is the tenderers' responsibility/ decision to send fax communication immediately to ....., furnishing the price the bidder wants to bid online with a request to the ..... to upload the faxed price on line so that the ..... will up load that price on line on behalf of the Bidder. It shall be noted clearly that the concerned bidder communicating this price to ..... has to solely ensure that the fax message is received by the ..... in a readable/ legible form and also the Bidder should simultaneously check up with ..... about the clear receipt of the price faxed. It shall also be Clearly understood that the bidder shall be at liberty to send such fax communications of prices to be up loaded by the ..... only within the closure of Bid time and under no circumstance it shall be allowed beyond the closure of Bid time /reverse auction. It shall also be noted that the ..... should be given a reasonable required time by the tenderers, to upload such prices online and if such required time is not available at the disposal of the ..... at the time of receipt of the fax message from the tenderers, the ..... will not be uploading the prices and either BHEL or the ..... are not responsible for this unforeseen circumstances. In order to ward-off suchcontingent situation tenderers are requested to make all the necessary arrangements/ alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the reverse auction successfully. Failure of power or loss of connectivity at the premises of tenderers during the Reverse auction cannot be the cause for not participating in the reverse auction. On account of this, the time for the auction cannot be extended and neither BHEL nor ..... is responsible for such eventualities.

**13. Proxy bids:** Proxy bidding feature is a pro-bidder feature to safe guard the bidder's interest of any internet failure or to avoid last minute rush. The proxy feature allows tenderers to place an automated bid in the system directly in an auction and bid without having to enter a new amount each time a competing bidder submits a new offer. The bid amount that a bidder enters is the minimum that the bidder is willing to offer. Here the software bids on behalf of the bidder. This obviates the need for the bidder participating in the bidding process until the proxy bid amount is decrementally reached by other tenderers. When proxy bid amount is reached, the bidder (who has submitted the proxy bid) has an option to start participating in the bidding process.

The proxy amount is the minimum amount that the bidder is willing to offer. During the course of bidding, the bidder cannot delete or change the amount of a proxy bid.

Bids are submitted in decrements (decreasing bid amounts). The application automates proxy bidding by processing proxy bids automatically, according to the decrement that the auction originator originally established when creating the auction, submitting offers to the next bid decrement each time a competing bidder bids, regardless of the fact whether the competing bids are submitted as proxy or standard bids. However, it may please be noted that if a manual bid and proxy bid are submitted at the same instant manual bid will be recognized as the L1 at that instant.

In case of more than one proxy bid, the system shall bid till it crosses the threshold value of "each lowest proxy bid" and thereafter allow the competition to decide the final L1 price.

Proxy bids are fed into the system directly by the respective tenderers. As such this information is privy only to the respective bidder(s).

**14. Tenderers are advised to get fully trained and clear all their doubts such as refreshing of Screen, quantity being auctioned, tender value being auctioned etc.**

**Annexure – II**

15. ...., shall arrange to demonstrate/ train the bidder or bidder's nominated person(s), without any cost to tenderers. ...., shall also explain the tenderers, all the rules related to the Reverse Auction/ Business Rules Document to be adopted along with bid manual. Tenderers are required to give their compliance on it before start of bid process.
16. Successful bidder shall be required to submit the final prices, quoted during the Online Reverse Auction in Annexure - VI after the completion of auction to ..... besides BHEL, duly signed and stamped as token of acceptance without any new condition other than those already agreed to before start of auction.
17. Any variation between the final bid value and that in the confirmatory signed price breakup document will be considered as tampering the tender process and will invite action by BHEL as per extant guidelines in vogue.
18. Tenderers' bid will be taken as an offer to execute the work/ supplies the item as per Tender no. .... dt. .... Bids once made by the bidder, cannot be cancelled/ withdrawn and bidder shall be bound to execute the work as mentioned above at bidder's final bid price. Should bidder back out and not execute the contract as per the rates quoted, BHEL shall take action as per extant guidelines in vogue.
19. Tenderers shall be assigned a **Unique User Name&Password** by BHEL or ..... Tenderers are advised to change the Password and edit the information in the Registration Page after the receipt of initial Password from BHEL/ ..... to ensure confidentiality. All bids made from the Login ID given to the tenderers will be deemed to have been made by the tenderers/ tenderers' Company. Tenderers shall be able to view the following on their screen along with the necessary fields during Online Reverse Auction:
  - a. Leading (Running Lowest) Bid in the Auction (only total price of package)
  - b. Bid Placed by the bidder
  - c. Start Price
  - d. Decrement value
20. After receipt of the system report from the ..... after completion of the Online Reverse Auction, BHEL will decide upon the winner. BHEL's decision on award of contract shall be final and binding on all the Tenderers.
21. BHEL reserves the right to cancel the Reverse Auction process/ tender at any time, before ordering, without assigning any reason.
22. BHEL shall not have any liability to tenderers for any interruption or delay in access to the site irrespective of the cause. In such cases, the decision of BHEL shall be binding on the tenderers.
23. Other terms and conditions shall be as per bidder's techno-commercial offers and other correspondences, if any, till date.
24. Tenderers are required to submit their acceptance to the terms/ conditions/ modalities before participating in the Reverse Auction in the process compliance Form as per Annexure-III.
25. BHEL can decide to extend, reschedule or cancel any Auction with prior intimation to all tenderers.
26. If there is any clash between this business document and the FAQ available, if any, in the web site of ..... the terms& conditions given in this business document will supercede the information contained in the FAQs. Any changes made by BHEL/ ..... (due to unforeseen contingencies) after the first posting shall be deemed to have been accepted if the bidder continues to access the portal after that time.

SIGNATURE OF TENDERER WITH STAMP

**Annexure – III**  
**Process Compliance Form**

**(The tenderers are required to print this on their Company’s letterhead and sign, stamp before faxing)**

To

.....  
.....  
.....  
.....

**Sub: Agreement to the Process related Terms and Conditions**

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the RFQ document for providing - and Surveillance Services at BHEL, Boiler Auxiliaries Plant, Ranipet-632 406, Tamil Nadu against BHEL Tender / RFQ no..... dt. ....

This letter is to confirm that:

- 1) The undersigned is authorized official/ representative of the Company to participate in RA and to sign the related documents.
- 2) We have studied the Reverse Auction Terms & Conditions and the Business rules governing the Reverse Auction as mentioned in your letter and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
- 4) We also confirm that, in case we become L1 bidder, we will email/ fax the price confirmation & break up of our quoted price (including that of line items) as per Annexure - VI within **two** working days (of BHEL) after completion of RA event, besides sending the same by registered post/ courier both to M/s. BHEL and .....

We, hereby confirm that we will honor the Bids placed by us during the auction process.

With regards

Signature with Company seal

Name –

Company / Organization

Designation within Company / Organization

Address of Company / Organization

- Sign this document and Fax it to ..... at ..... prior to start of the Event.
- Attach a signed copy of the RFQ document along with the Agreement Form/ Process Compliance form and send to .....

**Annexure – IV****Details of item (s) to be Reverse Auctioned**

Item Description : .....

Quantity : .....Items

BHEL Tender No. : ..... Dated .....

Opening Prices in Rs	Bid Decrement in Rs	Opening Time	Closing Time
<b>Would be displayed before five minutes of the Auction</b>	<b>Would be displayed before five minutes of the Auction</b>	<b>Will be informed later</b>	<b>Will be informed later</b>

The offers of all the tenderers are technically & commercially frozen as submitted by the tenderers and clarified in subsequent correspondence, if any, with the tenderers.

**Annexure – V**  
**RA price confirmation and breakup**

To

.....  
.....  
.....  
.....

CC: Bharat Heavy Electricals Limited  
Boiler Auxiliaries Plant  
Purchase Department  
Ranipet  
Tamil Nadu-632 406  
India.

Sub: **Final price quoted during Reverse Auction and price breakup**

Dear Sir,

We confirm that we have quoted.

**Rs. \_\_\_\_\_ for item covered under tender No. ....dt.....**

Total price of the items covered under above cited enquiries is inclusive of {Packing & forwarding, E.D., C.S.T., freight and insurance charges upto{.....} District,{.....} State and Type Test Charges etc., (exclusive of GST), other as per NIT} as our final landed prices as quoted during the Reverse Auction conducted today {.....} which will be valid for a period of 30 days.

The price break-up including that of line items is as given below.

Total - Rs. =====  
=====

Thanking you and looking forward to the valuable order from BHEL.

Yours sincerely,

For \_\_\_\_\_

**Name:**

**Company:**

**Date:**

**Seal:**

**Section – G**

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**UNDER TAKING FOR KITCHEN INFRASTRUCTURE FACILITIES**

**A. Having Existing Kitchen Infrastructure Facilities Owned / Leased**

**Address of the Kitchen:**

**B. Not having Kitchen Facilities.**

**Presently we are not having the kitchen infrastructure facilities. On award of the contract within 15 days from the date of LOA the required facilities will be created at the nearby location .**

**Signature with seal**

**(Strike out which ever is not applicable)**

**SIGNATURE OF TENDERER WITH STAMP**



**SECTION-I**

SUB: OUTSOURCING THE SERVICE OF PROVIDING LUNCH / DINNER TO 'CONTRACT WORKERS' FOR ITS DESIGNATED DINING HALL / CONTRACT CANTEEN, BOILER AUXILIARIES PLANT, BHARAT HEAVY ELECTRICALS LTD., RANIPET, TAMIL NADU STATE – 632 406.

**UN-PRICED BID (SCHEDULE OF WORK)**

A.	Rate per plate of Lunch / Dinner as per Menu Table, scope of work and Special conditions of Contract Section E	Unit 1	Qty 2	Rate per Plate (Rs) 3	AMOUNT (Rs) 4 (2x3) = 4
		PLATE	68,000 PLATES *(225x302)	QUOTED	QUOTED
	(In words)	QUOTED			
B.	SGST ON "A"	SGST: _____% (RATE)			QUOTED
C.	CGST ON "A"	CGST : _____% (RATE)			QUOTED
D.	Total value including SGST & CGST (A+B+C)	QUOTED			
	In Words: Rupees	QUOTED			

\*225 Lunch & 302 Days (ROUNDING OFF TO 68000)

**Note:**

- 1 Rate per Plate and Total Value are to be quoted both in figures and words.
2. The L1 Tenderer will be decided based on the lowest of Total cost to BHEL including GST – payable by Contractor and BHEL (D).
3. The price quoted by Contractor shall remain firm and no escalation is admissible for any reason whatsoever.
4. SGST alone is to be Quoted in B.
5. CGST Rate alone is to be Quoted in C

SIGNATURE OF TENDERER WITH STAMP

**SECTION-J**

SUB: OUTSOURCING THE SERVICE OF PROVIDING LUNCH / DINNER TO 'CONTRACT WORKERS' FOR ITS DESIGNATED DINING HALL / CONTRACT CANTEEN, BOILER AUXILIARIES PLANT BHARAT HEAVY ELECTRICALS LTD., RANIPET, TAMIL NADU STATE – 632 406.

**PRICED BID (SCHEDULE OF WORK)**

A.	Rate per plate of Lunch / Dinner as per Menu Table, scope of work and Special conditions of Contract Section E	Unit 1	Qty 2	Rate per Plate (Rs) 3	AMOUNT (Rs) 4 (2x3) = 4
		PLATE	68,000 PLATES *(225x302)		
	(In words)				
B.	SGST "A"	SGST: _____ % ( Rate )			
C.	CGST "A"	CGST : _____ % ( Rate )			
D.	Total value including SGST & CGST (A+B+C)				
	In Words: Rupees				

\*225 Lunch & 302 Days (ROUNDING OFF TO 68000)

**Note:**

- 2 Rate per Plate and Total Value are to be quoted both in figures and words.
6. The L1 Tenderer will be decided based on the lowest of Total cost to BHEL including GST – payable by Contractor and BHEL (D).
7. The price quoted by Contractor shall remain firm and no escalation is admissible for any reason whatsoever.
8. SGST Rate alone is to be Quoted in B.
9. CGST Rate alone is to be Quoted in C