



Bharat Heavy Electricals Limited

High Pressure Boiler Plant, Tiruverumbur,
Tiruchirappalli – 620 014.

Phone : 0431 – 2571662, 1519,1518 E.mail : igy@bheltry.co.in
Website : www.bhel.com

CONTRACTS, CLAIMS & CLEARANCE / LOGISTICS

**AN
ISO 9001
COMPANY**

Tender No: LOG/CCC/12/2015E

Notice Inviting Tender

Dt.07.09.2012

Dear Sirs,

Sub : Two Part Open Tender inviting Techno-commercial and Price Bids for the Work of Unloading of Coal from wagons of Railway Rake and Shifting & Stacking the same at Coal Yard, BHEL Trichy-14 on rate contract basis for a period of Two Years.

Please submit your competitive offer for the subject scope of work as per the conditions given in the WORK/RATE SCHEDULE and Tender Conditions enclosed along with the tender.

01. NATURE OF WORK : Unloading of Coal from Wagons of Railway Rake and Shifting & Stacking the same at Coal Yard, BHEL Trichy-14
02. PERIOD OF CONTRACT : Two Years from the date indicated in LOI/ Contract.
03. QUANTITY : 123000 MT
04. LAST DATE FOR RECEIPT OF TENDER : **10.30 AM ON 05.10.2012**
05. DATE/TIME OF OPENING OF TECHNICAL BID : **10.35 AM ON 05.10.2012**
06. DATE/TIME OF REVERSE AUCTION/PRICE BID Opening : The tenderer who are technically qualified will be called for Reverse Auction/Price Bid Opening. The Date/Time of Reverse Auction/ Price Bid Opening will be intimated to the Technically Qualified Tenderer separately.
07. EMD : **Rs.2,00,000/-**(Rupees Two Lakhs only) in the form of Demand Draft only in favour of Bharat Heavy Electricals Limited, Trichy-14 payable at Trichy.
TENDER WITHOUT EMD WILL BE REJECTED
08. SPECIAL INSTRUCTIONS: -
 - (a) This Tender is subject to 1.Special Conditions-I, 2.Special Conditions-II, 3.Safety Conditions, 4. General terms & conditions, which are enclosed.
 - (b) Tenderer should furnish all the General & Technical Details asked in the "TECHNICAL BID". Offers submitted with Incomplete and incorrect technical details will be liable for rejection.
 - (c) The above documents as given in 08(a) & (b) shall be duly signed and sealed in all pages and placed in a common cover duly superscripting the cover "TECHNICAL BID" and submitted.
 - (d) Tenderer should furnish the RATE in the enclosed "PRICE BID" format and shall be duly signed and sealed in all pages and placed in a separate cover duly superscripting the cover "PRICE BID" and submitted.

- (e) The Demand Draft towards **EMD** should be submitted in a separate cover duly **superscripting the cover "EMD"**
- (f) **There will be 3 Separate covers. One cover for Technical Bid, One Cover for Price Bid and another cover for EMD.**
- (g) All the above 3 covers shall be placed in a **common sealed cover and submitted** before the said due date as given above **superscripting the Tender No. & Date and Due Date.**
- (h) **Any deviation to this tender terms & condition and schedules of this tender will leads to total rejection of the offer submitted**
- (i) At the time of opening of Technical / Price Bid, the representatives should produce the authorization obtained from the authorized signatory of the tenderer specifying the purpose.
- (j) BELATED and incomplete offers will become liable for rejection.

09. IMPORTANT POINTS TO BE TAKEN CARE OF WHILE SUBMITTING OFFER

- (a) Should a tenderer find discrepancies or omissions in the tender documents or should there any doubt as to their meaning, he should at once address the authority inviting the tender, for clarification well before the due date, so as to submit his tender in time (No extension of time shall be given for submission of the tender on any account).
- (b) Conditional and late tenders, tenders containing prima-facie absurd rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions herein contained and the tenders not in original **ARE LIABLE TO BE REJECTED**
- (c) All entries in the tender documents should be in one ink. Erasures and overwriting are not permitted. All cancellations and insertions should be duly attested by the tenderers concerned.
- (d) Rates should be quoted as per the Work / Rate schedule. Rates quoted in any other form will not be accepted and will be rejected.
- (e) Unit rates should be quoted in figures as well as in words for all the items shown in the attached schedule. Wherever there is a difference in the two, **the rates in words will be taken as final.**
- (f) If there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price will prevail and the total price will be corrected accordingly.
- (g) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotal will prevail and total will be corrected.
- (h) The tender must be signed separately and legibly by Partner /Director of the Firm or by the person holding the Power of Attorney on behalf of the Firm concerned. In the latter case, a copy of Power of Attorney, duly attested by a Notary Public must accompany the tender.
- (i) If a tenderer deliberately gives wrong information in his tender or creates conditions favourable for the acceptance of his tender, the BHEL will **REJECT SUCH TENDER AT ANY STAGE.**

- (j) Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
- (k) Canvassing in any form in connection with tenders is strictly prohibited and the tenders submitted by the Contractors who resort to canvassing will be liable for rejection.
- (l) Should a Tenderer's or a Contractor's or in the case of a firm or company of contractors/any of its shareholder's or shareholder's relative is employed in BHEL, the authority inviting the tenders shall be informed in writing of this fact at the time of submission of the tender, failing which the tender may be disqualified, or if such fact subsequently comes to light, the contract may be cancelled.
- (m) The tender schedule and the tender shall be deemed to form an integral part of the contract to be entered into for this work.
- (n) Late and Delayed Tender will be rejected summarily.
- (o) Submission of tenders by electronic media like e-mail, Internet, fax etc. followed by hard copy, is acceptable and will be at the sole risk of the tenderer. The tenders thus submitted will be final and binding on the tenderer. BHEL will not be responsible for any consequences that may arise in this regard. (Please refer Clause No.30 of General Terms & Conditions)

In case you are not in a position to submit the offer, please send letter suitably specifying the reasons thereof.

Thanking you,

for Bharat Heavy Electricals Ltd.

(J. Ganapathy)
Sr.Manager/CCC/Logistics
Stores Admin. Block, Near East Gate
High Pressure Boiler Plant
Tiruverumbur, Trichy-620014

Note:- (i) The Tender shall be addressed to the above address
(ii) Tenders will be submitted and opened at the
Conference hall of the above given address.

PRICE BID

(To be submitted in separate Envelope)

“WORK/RATE SCHEDULE”

TENDER No. LOG/CCC/12/2015E Dt.07.09.2012

Scope of Work :- Unloading of Coal from Wagons of Railway Rake and Shifting & stacking the same at Coal Yard, BHEL Trichy-14 on rate contract basis for a period of two years.

Sl. No	Category of Work	Qty (MTs)	Rate per MT (Excluding Service Tax)	Value (Rs.) (Qty X Rate)
1	Unloading of Coal through 4 Doors Single Side Opening (For this work, use of machinery is not allowed)	27102		
2	Unloading of Coal through 4 Doors Double Side Opening (For this work, use of machinery is not allowed)	95898		
3	Track Clearance / Removal of Coal from Tracks and its Connected miscellaneous activities (For this work, use of machinery is allowed)	123000		
4	Shifting and Stacking (For this work, use of machinery is allowed)	123000		
TOTAL VALUE in Rs. (Excluding Service Tax)				

Note:-

1. Tenderer must quote for all category of work (Sl. No. 1 to 4). Partial offer will be rejected.
2. Contract is to be awarded to single source as a package. Hence contract will be awarded to overall Lowest bidder based on total value of work put together for Sl. No. 1 to 4 above.
3. The quantity given above is indicative only and it is likely to vary in line with requirements. Payment will be made for the tonnage handled on actual basis, as certified by BHEL.
4. The rates quoted shall be firm throughout the currency of the contract and shall not be subjected to any variation on whatsoever may be the reason.
5. The quoted rate should be excluding Service Tax and inclusive of any other taxes and duties levied or to be levied both by Central and State Government authorities from time to time.
6. The quoted Rate is on Per MT basis irrespective of the number of days worked or number of men power deployed.

Place:

Date:

Signature of the Tenderer
with seal & full address

“TECHNICAL BID”
TENDER No: LOG/CCC/12/2015E Dt.07.09.2012

Sl. No.	Category	Details(Please Tick <input type="checkbox"/> wherever required)
1	EMD	DD No. _____ Date _____ Drawn from _____ _____ (Bank) for Rs. _____/ Rupees _____ only)
2	Status of the Company/Firm (Relevant documents must be enclosed)	(<input type="checkbox"/>) Public Limited; (<input type="checkbox"/>) Private Limited (<input type="checkbox"/>) Partnership Firm; (<input type="checkbox"/>) Single Ownership
3	Income Tax PAN Number (Enclose Copy of PAN Card)	
4	Name of Company/Firm	
5	Name of Owner/Partner of Firm	
6	Documents to Prove Financial Soundness of the Firm such as Profit and Loss account, Audited Balance Sheet, Annual Report and Income Tax submission acknowledgement for the last 3 Years. (2009-10, 2010-11, 2011-12)	(<input type="checkbox"/>) Enclosed (<input type="checkbox"/>) Not Enclosed
7	Service Tax Number & Date (Enclose copy of Service Tax Registration Certificate)	Service Tax Number : Date:
8	Contract Copy along with successful completion certificate in the field related to the scope of work such as man power contract / materials handling contract issued by any Central / State Govt. / PSU company / Reputed Private company. (Minimum value for the work executed by contractor should be Rs.40 Lakhs for a single contract)	(<input type="checkbox"/>) Enclosed (<input type="checkbox"/>) Not Enclosed
9	Office Address with Contact person, Phone No., Mobile No., email ID, Fax No. (If Tenderer is not having office in Trichy, they will have to establish office in Trichy within 7 Days of issue of LOI/Contract)	

Note: Apart from furnishing the above details, copies of relevant documents/certificates duly certified by Notary Public must be enclosed with this Technical Bid.

Place:
Date:

Signature of the Tenderer
with seal & full address

1.SPECIAL CONDITIONS – I
TENDER No: LOG/CCC/12/2015E Dt.07.09.2012

The General Term & Conditions of the Contract shall be applicable to the extent that the condition therein does not supersede these special conditions given below:-

A. SCOPE OF WORK: - Unloading of Coal from wagons of Railway Rake and Shifting & Stacking the same at Coal Yard, BHEL Trichy-14 on rate contract basis for a period of Two Years.

B. CONTRACTOR'S SCOPE OF WORK IN DEATAILS:-

1. The Scope of work is Unloading of coal from wagons, Track clearance, shifting and stacking of coal as and when racks arrived.
2. Coal is received at BHEL in the 'N' type Railway rake which is normally of 59 Nos. of wagons. The available layout for placement of Railway rake for unloading the coal is suitable only for 35 wagons at a time.
3. It is expected that within 2 Years about 30 'N' rakes (each of 59 wagons per 'N' rake) will be received at BHEL. The tentative total tonnage is 1,23,000 MTs within 2 Yrs (69.49 MTs per wagon).
4. BHEL will give a time of 20 Hours plus/minus 4 Hours , from the time of intimation by e-mail, to contractor to mobilise his team for work.
5. Coal is to be unloaded at Gas Plant / FB or CCDP coal yard (Both location is inside the BHEL Trichy-14 premises)
6. Contractor has to perform Track Clearance / Removal of Coal from Track and assist in rack placement, removal and connected miscellaneous activities.
7. The coal is to be unloaded manually using spade as tool. No any other machinery / tool to be used for unloading. Spade is to be provided by the contractor.
8. BHEL will give 24 Hrs free time for unloading all the 59 wagons from the time of placement of rack. If the Contractor takes more than 24 Hours for unloading of the wagons, then they have to bear the demurrage charges over and above the 24 Hours allowed to them. This amount will be deducted from the contractor's bills.
9. The present rate of demurrage charged by railway is Rs.100 / hour / wagon. If there is change in demurrage charge by railway at any point of time, it will be borne by the contractor. Even for delay in fraction of hours demurrage is charged for One Hour. Demurrage is charged for full rake (59 wagons) untill the last wagon is unloaded. Contractor should take note of this clause before quoting.
10. For calculating demurrage charge beyond 24 Hours, Security gate entry record / record maintained at Traffic department of BHEL will be used.
11. Contractor should ensure all the wagons are fully made empty and no coal / tools / other implements etc. are left out on the wagons. They have to declare this specifically in their bills and only then certification of bills and passing the same will be done.

Place:
Date:

Signature of the Tenderer
with seal & full address

12. Proper care should be taken while unloading so that wagon or track is not damaged.
13. Coal is to be unloaded on the plain ground level.
14. After unloading of coals from wagons, track clearance is to be done by contractor.
15. Unloading is to be done at night also. But cleaning of track and release of wagons can be done only by next morning.
16. The doors of the wagon's are to be opened for unloading in line with the unloading requirement.
17. Proper tools / implements should be used for opening and closing the doors in safe manner without damaging the wagon.
18. The doors of the wagons are to be properly closed after unloading of coal.
19. In case railways lodge claim on BHEL, for any damage in the wagon while handling, the claim amount of Railways will be recovered from contractor's bill in full.
20. After unloading of all the wagons, coal is to be shifted and stacked at coal yard from the unloading point. (Tenderers are to see these locations before submitting their offer)

C. THE MAN POWER REQUIREMENT:-

Contractor has to deploy sufficient man power to unload the wagons in time. Tenderers are advised to visit the site of operation to understand the nature of work fully and assess the man power requirement and other requirements before submitting the offer.

D. TONNAGE FORECAST:-

Tonnage Forecast is given below:-

S.No	Category of Work	Qty per Wagon MTs	Total Nos. of Wagons	Total Qty MTs
1	Unloading of Coal through 4 Doors Single Side Opening (For this work, use of machinery is not allowed)	69.49	390 (30 X 13)	27,102
2	Unloading of Coal through 4 Doors Double Side Opening (For this work, use of machinery is not allowed)	69.49	1380 (30 X 46)	95,898
3	Track Clearance / Removal of Coal from Tracks and its Connected miscellaneous activities (For this work, use of machinery is allowed)	--	--	1,23,000 (1770 X 69.49)
4	Shifting and Stacking of coal(For this work, use of machinery is allowed)	--	--	1,23,000 (1770 X 69.49)
	TOTAL	--	1770 (30 X 59)	1,23,000 (1770 X 69.49)

Place:
Date:

Signature of the Tenderer
with seal & full address

E. TENDER DETAILS:-

1. Following documents will be essential for Technical Qualification of Vendor:-

- (i) Status of the Firm such as Public Limited/Private Limited/Partnership Firm/Single Ownership. Copies of relevant documents to be submitted.
- (ii) Copies of Documents to prove financial soundness of the company/proprietor such as Profit and Loss account, Audited Balance Sheet, Annual Report, Income Tax submission acknowledgement for the last 3 Years (2009-10, 2010-11, 2011-12)
- (iii) Contract Copy along with successful completion certificate in the field related to scope of work such as man power contract / materials handling issued by any Central/State Govt./ PSU company / Reputed Private company. Minimum Value of the work executed by the Contractor should be Rs.40 Lakhs for a Single Contract within last three years.

All the above copies should be duly certified by Notary Public.

2. The contractor shall provide their employees with Personal protective Equipment such as Safety Shoes, Hand Glove, Goggles, Helmet and Mask etc. shall comply all safety regulations under Factories Act.
3. Contractor will have to make the minimum wages to the worker prescribed by the Government of Tamilnadu from time to time.
4. The Quoted Rate in the Price Bid should be exclusive of Service Tax and inclusive of any other taxes levied or to be levied by State or Central Government. Such levies should be borne by the Contractor. Service Tax will be paid extra on production of documentary evidence.
5. The Service Tax has to be paid to the statutory authority by the Contractor and proof should be submitted to BHEL along with the next month bill.
6. The tenderer should quote the rate per MT basis. The quoted rate will be inclusive of the charges for the man powers, tools, personal protective equipment's etc., covering all statutory requirements.
7. The quoted Rate is on Per MT basis irrespective of the number of days worked or number of men power deployed.
8. Contract is to be awarded to single source as a package (Sl. No. 1 to 4 of tonnage forecast). Hence contract will be awarded to overall L1 Vender based on total value of work put together (Sl. No. 1 to 4 of forecast)
9. The quantity given above is indicative only and it is likely to vary in line with requirements. Payment will be made for the tonnage handled on actual basis, as certified by BHEL.
10. The Rate will be FIRM throughout the Currency of Contract period.
11. The Vendors will be required to keep Price valid for 4 Months from last date for submission of Tender.

Place:
Date:

Signature of the Tenderer
with seal & full address

12. Duration of Contract will be Two Years from the date indicated in the LOI / Contract.
13. After issue of LOI/Contract, if the Contractor fails to commence the work and complete the work in total as per the term & condition of tender, EMD/SD deposited by the Contractor will be forfeited and Party will be barred to participate in all future tenders for a period of Three Years.
14. Contract will be finalized through Reverse Auction / Price Bid Opening based on the tender committee recommendation and approval of the competent authority.
15. The Tenderer confirms that the Firm is familiar and fully understand the Reverse Auction Procedure and the price to be quoted during RA cannot be more than price quoted in the sealed – cover paper bids.
16. In the event of the Reverse Auction becomes failure/aborted due to any reason on the part of the participant who emerges out as the lowest bidder in the RA, the EMD amount submitted by them will be forfeited.
17. If tenderers do not have office in Trichy, they will have to establish the office in Trichy within 7 Days of LOI/ Contract.
18. If a Firm is barred by any PSU for participating in tender, they should not quote against this tender. If such fact come to the knowledge of BHEL at any stage, their offer will be rejected.
19. Statutory deduction like IT etc. will be deducted from Contractor payment as required by Law.
20. Tender can be cancelled at any stage due to unavoidable circumstances.
21. The contractor is directly responsible for injuries / death of any person employed by him. At any point of time, BHEL will not be responsible for any loss / damage to the person for performing the contractual obligations.
22. The manpower engaged under this contract should not be permitted to stay inside BHEL complex after completing their day's work. It will be the responsibility of the contractor to take the labourers out of BHEL Complex as soon as their day's work is over.
23. As per Chapter-I, Clause 8.1.1 of Works Policy 2008, EMD of Rs.2 Lakhs will have to be paid by the Tenderers in the form of DD, while submitting offers. Tenders submitted without EMD will be rejected.

Place:
Date:

Signature of the Tenderer
with seal & full address
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2.SPECIAL CONDITIONS –II
TENDER No: LOG/CCC/12/2015E Dt.07.09.2012

01. SCOPE OF WORK:-

Unloading of Coal from wagons of Railway Rake and Shifting & Stacking the same at Coal Yard, BHEL Trichy-14 on rate contract basis for a period of Two Years.

02. TERMS AND CONDITIONS REGARDING COMPLIANCE WITH VARIOUS LABOUR LAWS BY THE CONTRACTS: -

1. The contractor shall not engage in connection with the work any person who has not completed 18 years of age.
2. The contractor shall in respect of labour employed by him either directly or through sub-contractors, comply with or cause to be complied with following statutory provisions and rules and in regard to all matters provided therein.
 - (a) The contract Labour (Regulation & Abolition) Act 1970 and the related Tamil Nadu Rules.
 - (b) The minimum wages Act 1948 and the related Tamil Nadu rules
 - (c) The payment of wages Act 1936 and the related Tamil Nadu rules.
 - (d) The Factories Act 1948 and related Tamil Nadu Rules.
 - (e) The workmen's Compensation Act 1923
 - (f) The Industrial Disputes Act 1947 and any other law, or modifications to the above or to the rules made there under from time to time.

03. WAGES

The contractor shall pay wages to the workmen employed by him at the rate, which shall not be less than the minimum wages declared by Tamilnadu Government from time to time plus additional wages prescribed by BHEL.

04. REGISTERS AND RECORDS

1. The contractor shall maintain necessary documents / Formats and Registers and submit returns as required under the Contract Labour (Regulation and Abolition) Act 1970 periodically to BHEL Management and to the Licensing Authority.
2. All 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.

05. WORKING CONDITIONS

1. The contractor shall provide all safety devices and personal protective equipment to his workmen at his own cost and shall ensure that his workmen wear / use such device or equipment provided to them while doing the work and there should not be any relaxation on this.
2. The contractor shall ensure that his workmen vacate the premises after shift is over.

06. NOTICES OF ACCIDENTS

In the event of an accident the contractor shall be required to fill injury report and submit to the Engineer In charge immediately and ensure compliance of Workmen's Compensation of accident as per the Act.

Place:
Date:

Signature of the Tenderer
with seal & full address

07. COVERAGE UNDER THE MISCELLANEOUS PROVISIONS ACT

1. Whenever any sum of money is found to be recoverable from or payable by the contractor, 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 sum as may be required to replenish the shortage caused by such recoveries in the amount of security deposit.
2. In case of non-compliance 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.
3. The contractor shall abide by all the labour and other laws applicable to contract labour / worker under this contract and shall at all-time keep BHEL Indemnified against all losses, claims, prosecutions under any law.
4. Non exercise of any of the powers or rights available under any law, shall not in any way operate as waiver thereof.

Place:
Date:

Signature of the Tenderer
with seal & full address

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3.SAFETY CONDITIONS
TENDER No. LOG/CCC/12/2015E Dt.07.09.2012

The Factories Act, 1948:

Section 32: Floors, stairs and means of access shall be properly maintained to ensure safety. Every place of working should have safe access. When any person has to work at a height from which he is likely to fall, provision shall be made, so far as is reasonably practicable, by fencing or otherwise, to ensure the safety of person so working.

Tamil Nadu Factories Rules, 1950

Rule 55: Hoists and Lifts & Rule 55A. Lifting machines, chains, ropes and lifting tackles: Shall be maintained in good condition, thoroughly inspected and examined by competent persons and records to be maintained.

Rule 57: Excessive Weights: No person shall, unaided by another person, lift, carry or move by hand or on head, any material, article, tool or appliance exceeding the maximum limit in weight set out in the schedule (50 kg for adult male and 30 kg for adult female).

Rule 61E: Machinery and plant: No machinery, plant or equipment shall be constructed, situated, operated or maintained in any factory in such a manner as to cause risk of bodily injury.

Rule 61F: Methods of Work: No process or work shall be carried on in any factory in such a manner as to cause risk of bodily injury.

Rule 61G: Stacking and storing of materials etc.: No materials or equipment shall be stacked or stored in such a manner as to cause risk of bodily injury.

Rule 61-K. Examination of eye sight of certain workers: No person shall be employed to operate a crane or to give signals to crane operator unless his eye sight and colour vision have been examined and declared fit by a qualified ophthalmologist.

Rule 61-N and Rule 61- O: Workers to be provided with Personal Protective equipment suitable for the hazards and should be of good quality / have certification by Indian Standard Institute.

Note: For the type of work envisaged, personal protective equipment such as helmet, safety shoes and gloves are essential.

Rule 96: Notification of accidents: Shall be complied with as required in the Factories Act (Section 88 and Section 88A) and Tamil Nadu Factories Rules.

Date:
Place:

Signature of the Tenderer
with seal & full address

4.GENERAL TERMS & CONDITIONS
TENDER No: LOG/CCC/12/2015E Dt.07.09.2012

1. **DEFINITION :-** In these General Conditions of Contract, the following terms shall have the meaning hereby assigned to them, except where the context otherwise requires:-
- (a) The "**Contract**" means, the documents forming the tender and acceptance thereof, together with all the documents referred to therein including general and special conditions to contract. All these documents as applicable taken together shall be deemed to form one contract and shall be complementary to one another.
 - (b) The "**work**" means, the work described in the tender documents in individual work-orders as may be issued from time to time to the contractor by the Officer In-charge within the power conferred upon him including all notified or additional items of works and obligations to be carried out as required for the performance of contract.
 - (c) The "**contractor**" means, the individual Firm or Company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the persons composing the firm or Company or the successors of the firm or company and the permitted assigns of such individual or firm or Company.
 - (d) "The **Officer-In charge**" means, the Officer deputed by the DGM/CCC/LOGISTICS, to supervise the work or part of the work.
 - (e) "**Approved**" and "**Directed**" means, the approval or direction of DGM/CCC/LOGISTICS, or person deputed by him for the particular purposes.
 - (f) BHMARAT 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 Sr.Manager/CCC/LOGISTICS authorised to invite tenders and enter into contract for works on behalf of the Company.
 - (g) The "**Contract sum**" means, the sum accepted or the sum calculated in accordance with the prices accepted in tender and / or the contract rates as payable to the contractor for the execution of the work during the currency of the contract.
 - (h) A "**week**" means, Seven Days, without regard to the number of hours worked or not worked in any day in that week.
 - (i) A "**day**" means, the day of 24 hours (TWENTY FOUR) irrespective of the number of hours worked or not worked in that day.
2. **HEADING TO THE CONTRACT CONDITIONS:** - The heading to these conditions shall not affect the interpretations thereof.
3. **WORK TO BE CARRIED OUT:-** The Contract shall, include all labour, materials, tools, plant, 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.
4. **DEVIATIONS:** - The contractor shall not carry out any work not covered by schedule except in pursuance of the written instructions of DGM/CCC/LOGISTICS. No such work shall be valid unless the same has been specifically confirmed and accepted by BHEL in writing and incorporated in the Contract.
5. **ASSIGNMENT OF TRANSFER OF CONTRACT:-** The Contractor shall not without the prior written approval of the BHEL, assign or transfer the contract or any part thereof, or any share, or interest thereon to any other persons. No sum of money which may become payable under the contract shall be payable to any person, other than the contractor unless the prior written approval of the BHEL to the assignment or transfer of such money is given.
- SUB-CONTRACT:** - The Contractor shall not sub-let any portion of the contract without the prior written approval of the BHEL.

Place:
Date:

Signature of the Tenderer
with seal & full address

6. COMPLIANCE TO REGULATIONS AND BY-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.

7. SECURITY DEPOSIT:-

(a) Security Deposit should be paid by the contractor. Security Deposit shall be collected from the successful tenderer as shown below:

Up-to Rs.10 Lakhs	: 10%
Above Rs.10 lakhs up to Rs.50 Lakhs	: 1 Lakh + 7.5% of the amount exceeding Rs.10 Lakhs
Above Rs.50 Lakhs	: 4 Lakhs + 5% of the amount exceeding Rs.50 Lakhs

The Security Deposit shall be collected before start of the Work.

(b) You may furnish the Security Deposit any one of the following forms:

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 Offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).

v) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL and with minimum 30 months validity.

vi) In order to ensure the genuineness of BG's, the BG's are to be sent directly by the concerned bank through registered post to The Senior Manager, CCC/Logistics, Near East Gate, BHEL Trichy-620014.

vii) 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 and with minimum 30 months validity.

viii) 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 (any of the above form) and the balance 50% may be recovered from the running bills.

The security deposit shall not carry any interest.

The Earnest Money paid at the time of tender will be adjusted as part of the Security Deposit and the balance amount will be collected from the contractor as mentioned above.

Security Deposit shall not be refunded except in accordance with the terms of Security Bond or Agreement. No interest shall be allowed on Security Deposits. 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.

Place:
Date:

Signature of the Tenderer
with seal & full address

- 8. REFUND OF SECURITY DEPOSIT:-** The Security Deposit mentioned above may be refunded to the Contractor after a period of 6 months on termination or expiry of the contract provided always that the Contractor shall first have been paid the last and final bill and have rendered a "NO DEMAND CERTIFICATE".
- 9. 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.
- 10. CONTRACTOR'S SUPERVISION: -** The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to the DGM/CCC/LOGISTICS., to act in his stead.

Orders given to the Contractor's agent shall be considered to have the same force as if they have been given to the Contractor himself.

The Contractor or his accredited agent shall attend when required without making any claim for doing so, either the office of the SR.MANAGER/CCC/LOGISTICS, or the OFFICER-INCHARGE, to receive instructions.

The DGM/CCC/LOGISTICS., 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.

- 11. 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, relating thereto and rules framed, thereunder from time to time.
- 12. PRECAUTIONS AGAINST RISK: -** The Contractor shall be responsible for providing at his own expense for all precautions to prevent loss or damage from any and all risks and to minimize the amount of any such loss or damage and for the necessary steps to be taken for the said purpose.
- 13. DAMAGE & LOSS TO PRIVATE PROPERTY & INJURY TO WORKMEN :-** The Contractor shall at his own expense reinstate and make good to the satisfaction of the DGM/CCC/LOGISTICS., and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify, the BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL where BHEL is a private person, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise.
- 14. LAWS GOVERNING THE CONTRACT:-** The contract shall be governed by the Indian Laws for time being in force.
- 15. (i)** Should a tenderer or a contractor has a dependent/relative or in the case of a partnership firm, any of its partners or dependents of partners employed in BHEL, the authority inviting tenders should be informed of this fact at the time of submission of the tender failing which tender may be disqualified or if such fact subsequently come to light, the contract may be cancelled.
- (ii)** No BHEL employee and their dependents are eligible to submit their offer against this tender.

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16. CANCELLATION OF CONTRACT FOR CORRUPT ACTS: - BHEL, whose decision shall be final and conclusive, shall without prejudice to any other right or remedy which shall have accrued shall accrue thereafter to BHEL cancel the contract in any of the following cases and the Contractor shall be liable to make payment to BHEL for any loss or damage resulting from any such cancellation to the same extent as provided in the case of cancellation for default.

If the Contractor shall: -

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

OR

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

OR

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

17. 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 SR.MANAGER/CCC/LOGISTICS 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 DGM/CCC/LOGISTICS., or the same shall be recovered from the Contractor by other means.

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- (e) In case the 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 DGM/CCC/LOGISTICS., whose decision shall be final and conclusive.

18. 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 DGM/CCC/LOGISTICS., or his authorised representative ;
- (b) fails to comply with any of the Terms and Conditions of the contract or after reasonable notice in writing with orders properly issued thereunder ;
- (c) BHEL, may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the contract as whole or in part thereof or only such work order or items of work in default from the contract. Whenever BHEL exercise the authority to cancel the contract as whole or part under this condition BHEL may complete the work at the contractor's risk and cost (as certified by DGM/CCC/LOGISTICS., 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 SR.MANAGER/CCC/LOGISTICS 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 DGM/CCC/LOGISTICS., whose decision shall be final and conclusive.

19. 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.

20. 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 DGM/CCC/LOGISTICS., shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the fore-closing of the work.

21. 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 DGM/CCC/LOGISTICS, 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.

22. PAYMENT OF BILLS:- All payments to be made to the Contractor, under this contract shall be through Electronic Fund Transfer within a reasonable time after the certification of bills by BHEL official.

Place:
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- 23. RECOVERY FROM CONTRACTOR:** - Whenever under the contract, any sum of money, shall be recoverable from or payable by the Contractors, the same may be deducted from or any sum then due or which at any time thereafter may become due to Contractor under the contract or under any other contract with BHEL or from his Security Deposit or he shall pay the claim on demand.
- 24. 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.
- 25. FORCE MEJEURE 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 Manager/CCC/LOGISTICS subject to prompt notification by the contractor.
- 26. ARBITRATION:** - All disputes between the parties to the contract, arising out-of or relating to the contract, other than those for which the decision of the DGM/CCC/LOGISTICS., or Accepting Officer or any other person is by the contract expressed to be final and conclusive shall after written notice by either party to the contract to the other party be referred to the sole Arbitration of Executive Director or other Officers of BHEL appointed as Arbitrator, by the Executive Director of BHEL in his sole discretion.
Unless the parties otherwise agree, such reference shall not take place until after the completion, alleged completion or abandonment of the work of the determination of the contract.
The venue of Arbitration shall be such a place or places as may be fixed by the Arbitrator in his sole discretion. The award of the Arbitrator shall be final, conclusive and binding on both parties to the contract.
- 27. SIGNING OF CONTRACT:-** Each contract document shall be signed by the Contractor with his usual signature. Contract by partnership 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.
- 28. STATUTORY REQUIREMENTS:**
(a) All statutory requirements under Minimum Wages Act,1948, Factories Act 1948, Workmen Compensation Act 1923,Employees Provident Fund and Miscellaneous Provisions Act, 1952,Payment of Gratuity Act 1972, Employee State Insurance Act 1948, Contract Labour (R&A) Act 1970, Payment of Bonus Act 1965, Income Tax Act, Service Tax Act and all other applicable Acts shall be complied with by the Contractor.

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- (b) Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.
- (c) Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
- (d) Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and provide a copy of the same to BHEL.
- (e) Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.

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

30. REMOTE TRANSACTIONS:- The Contractor shall agree to and comply with all such terms and conditions as BHEL may prescribe from time to time and shall confirm that all transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centers, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication established by BHEL shall constitute legally binding and valid transactions when done.

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

32. LIEN OF CONSIGNMENTS:- The Contractor shall have no 'lien' of any kind over the consignments entrusted for transportation. Any dispute with the Contractor and the consignees shall be settled on negotiations but under no circumstances, delivery of the materials shall be withheld by the Contractor.

33. Contractor shall watch and safeguard Employer's interests during the performance of the work.

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