

	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/12/3004E	<u>Notice Inviting Tender</u>	Dt.26.06.2012

Dear Sirs,

Sub : **Two Part Tender inviting Technical and Price Bids** for Supply of 2 Nos. **Tractors** (prime mover without trailer) of 20T pulling capacity for Internal Movement of materials from any place to any other place within BHEL Trichy-14 Complex including Unit-II on Hire Basis

Please submit your competitive offer for the above-subject Internal movement as per the conditions given in the WORK/RATE SCHEDULE and Tender Conditions enclosed along with the tender.

01. NATURE OF WORK : Supply of 2 Nos. **Tractors** (prime mover without trailer) of 20T pulling capacity for Internal Movement of materials from any place to any other place within BHEL Trichy-14 complex including Unit-II on Hire Basis
02. PERIOD OF CONTRACT : One Year from the date of commencement of work.
03. DATE OF COMMENCEMENT OF WORK : Tentatively on 01.08.2012.
04. LAST DATE FOR RECEIPT OF TENDER : **10.30 AM ON 21.07.2012.**
05. DATE/TIME OF OPENING OF TECHNICAL BID : **10.35 AM ON 21.07.2012.**
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.20,000/-**(Rupees Twenty thousand 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. Welfare conditions, 5.Safety Precautions, 6.OCP, 7.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) 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.
- (g) 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.**
- (h) Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.

- (i) Canvassing in any form in connection with tenders is strictly prohibited and the tenders submitted by the Contractors who resort to canvassing will be liable for rejection.
- (j) 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.
- (k) The tender schedule and the tender shall be deemed to form an integral part of the contract to be entered into for this work.
- (l) 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.31 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
Mobile No. - 9442503191

Note:- The Tender shall be addressed to the above address

PRICE BID

(To be submitted in separate Envelope)

“WORK/RATE SCHEDULE”

TENDER No. LOG/CCC/12/3004E Dt.26.06.2012

Scope of Work	Rate <u>per DAY per TRACTOR</u> (Excluding Service Tax)
Supply of 2 Nos. Tractors (prime mover without trailer) of 20T pulling capacity for Internal Movement of materials from any place to any other place within BHEL Trichy-14 Complex including Unit-II on Hire Basis	Rs. _____/Day/Tractor Rupees _____ _____ only per Day per Tractor

RATE BASIS:-

01. The quoted rate shall be firm throughout the currency of the contract.
02. The quoted rate should be excluding Service Tax and inclusive of any taxes and duties levied or to be levied both by Central and State Government authorities from time to time.
03. The Hiring Charges includes the Cost of DIESEL/PETROL/LUBRICANTS etc. and the payment to **One Driver and One Helper** with each Tractor and repair & maintenance expenditure, spare parts, tools etc., of the tractor.
04. One Driver and One Helper is to be deployed with each Tractor.
05. As per BHEL Circular, Contractor will have to make an additional payment to the contract workmen as given below, over and above the minimum wages prescribed by the Government of Tamilnadu from time to time.

Unskilled	-----	Rs.2000/-
Semiskilled	-----	Rs.2300/-
Skilled	-----	Rs.2500/-
06. The Contractor will have to cover their workmen under PF, ESI, Bonus Act etc. based on the above payment rate (Minimum Wage + Additional Wage).
07. Quotation should be valid for a period of three months from the last date for submission of Tender.
08. **The quoted Rate is on Per DAY basis irrespective of the number of trips or distance travelled.**
09. The subject internal movement will be carried out under the direct supervision of BHEL. Therefore the contractor need not deploy Supervisory Staff for the subject scope of work.
10. The movement between two farthest points would be around Radius of 5 KMs.
11. The rate should be quoted on Daily Rental Basis taking into account the following points:
 - (a) The engagement of vehicle will be on all Working Days in a month and excluding Weekly off and Holidays declared by BHEL.
 - (b) The duration of Working in a day will be 8 Hours as per the direction given by BHEL
 - (c) The rate per hour will be arrived at by dividing the above rate per day by 8.
 - (d) Charges for engaging the vehicle on Weekly off and Holidays declared by BHEL, will be paid based on the above rate per day.
 - (e) For engaging the vehicle beyond 8 hours in a day, extra payment will be made on pro-rata basis based on the above rate per hour.
 - (f) For Break-down / Non supply of the vehicle, deduction will be made on pro-rata basis. (Fraction hour will be ignored for less than 30 minutes and for more than 30 minutes amount will be deducted for one hour).

Place:

Date:

Signature of the Tenderer
with seal & full address

“TECHNICAL BID”
TENDER No: LOG/CCC/12/3004E Dt.26.06.2012

GENERAL DETAILS

Sl.No.	Category	Details(Please Tick ☒ 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)	(☐) Public Limited; (☐) Private Limited (☐) Partnership Firm; (☐) 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, Income Tax submission acknowledgement for the last 3 Years.	(☐) Enclosed (☐) Not Enclosed
7	Service Tax Number & Date (Enclose copy of Service Tax Registration Certificate)	Service Tax Number : Date:
8	PF & ESI Registration Documents.	(☐) Enclosed (☐) Not Enclosed
9	Contract Copy along with successful completion certificate for Tractor Contract issued by any Central/State Govt. / PSU company.(Minimum value for the work executed by contractor should be Rs.5 Lakhs for a single contract)	(☐) Enclosed (☐) Not Enclosed
10	Office Address with Contact person, Phone No., Mobile No., email ID, Fax No. (Preferably Local Address)	

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

“TECHNICAL BID”
TENDER No: LOG/CCC/12/3004E Dt.26.06.2012

TRACTORS DETAIL

SL	Category	Details (Please tick (☐) in the appropriate () where ever required)
01	Ownership of Vehicles (Proof giving full details of Ownership such as RC Book and / Lease Agreement should be enclosed)	Tractor - 1 ☐ Owned ☐ Leased Tractor - 2 ☐ Owned ☐ Leased
02	Date of manufacture	Tractor - 1 _____ Tractor - 2 _____
03	Registration Number & Date	Tractor-1- Reg No. _____ dt. _____ Tractor-2- Reg No. _____ dt. _____
04	Insurance Copy	Tractor - 1 ☐ Enclosed ☐ Not Enclosed Tractor - 2 ☐ Enclosed ☐ Not Enclosed
05	Fitness Certificate	Tractor - 1 ☐ Enclosed ☐ Not Enclosed Tractor - 2 ☐ Enclosed ☐ Not Enclosed
06	Proof of Road Tax	Tractor - 1 ☐ Enclosed ☐ Not Enclosed Tractor - 2 ☐ Enclosed ☐ Not Enclosed

- Note:-** (i) Tenderer must offer for 2 Nos. of Tractors. Offer of less than 2 Nos. Tractor will be rejected.
(ii) Age of the Tractor should not be more than 10 Years on the last date for tender submission.
(iii) Lease Agreement of the Vehicle should be valid for 15 Months on the last date for tender submission, if Vehicle is leased one.
(iv) Apart from furnishing above details, copies of relevant documents/certificates duly certified by Notary Public must be enclosed with this technical bid.
(v) These documents should be valid on the last date for tender submission and to be renewed and kept valid throughout the contract period, if contract is awarded.

Place:
Date:

Signature of the Tenderer
with seal & full address

1.SPECIAL CONDITIONS – I
TENDER No: LOG/CCC/12/3004E Dt.26.06.2012

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

1. **SCOPE OF WORK:-** Supply of **2 Nos. Tractors** (prime mover without trailer) of 20T pulling capacity for Internal Movement of materials from any place to any other place within BHEL Trichy-14 Complex including Unit-II on Hire Basis
2. Following documents will be must for Technical Qualification of Vendor:-
 - (i) Status of the Firm such as Public Limited/Private Limited/Partnership Firm/Single Ownership. Relevant documents to be submitted.
 - (ii) 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. The profit for the last three consecutive years should be **minimum 1 Lakhs per Year**.
 - (iii) Vehicle documents to be enclosed with the tender such as RC Book, Lease Agreement (if applicable), Insurance, Road Tax, Fitness Certificate etc. These documents should be valid on the last date for tender submission and to be renewed and kept valid through out the contract period, if contract is awarded.
 - (iv) Contract Copy along with successful completion Certificate for Tractor Contract issued by any Central/State Govt./PSU company.(Minimum value for the work executed by contractor should be **Rs.5,00,000/- for a single contract**)**Copy of all the documents should be duly Certified by Notary Public.**
3. The age of the Tractor should not be more than 10 Years on the last date for tender submission.
4. Contract will be awarded to Only One Party. Tenderer must offer 2 Tractors. Offer of less than 2 Tractor will be rejected.
5. Each Tractor will be hired along with One Driver and One Helper.
6. Document in support of PF, ESI and Service Tax (If applicable) is to be enclosed.
7. The contractor shall provide their employees with Personal protective Equipment such as Safety Shoes, Hand Glove, Goggles, Helmet etc and shall comply all safety regulations under Factories Act. Contractor has to ensure proper use of these equipment.
8. As per the BHEL Circular BHE:HR:W:MW dt.16.08.2011, Contractor will have to make an additional payment to the contract workmen as given below, over and above the minimum wages prescribed by the Government of Tamilnadu from time to time.

Unskilled	: Rs.2000/-
Semiskilled	: Rs.2300/-
Skilled	: Rs.2500/-
9. The contractor will have to cover their workmen under PF, ESI , Bonus Act etc. based on the above payments rate (Minimum Wage + Additional Wage).
10. 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.

Place:
Date:

Signature of the Tenderer
with seal & full address

11. 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.
12. The rate will be Firm during the currency of the Contract.
13. The quoted Rate is on Per DAY basis irrespective of the number of trips or distance travelled.
14. Duration of Contract will be One Year from the date of commencement of work.
15. The Tentative Timing of the Shifts will be as follows:
From 08.30 hrs to 12.30 hrs and 13.30 hrs to 17.30 hrs or
From 17.30 hrs to 21.30 hrs and 22.30 hrs to 02.30 hrs.
Or any time for 8 hours per shift giving prior intimation of 24 Hrs.
16. Quotation should be valid for a period of three months from the last date for submission of tender.
17. The Quoted Rate includes the Cost of DIESEL/PETROL/LUBRICANTS etc. and the payment to **One Driver and One Helper for each tractor** and repair & maintenance expenditure, spare parts, tools etc., of the tractors.
18. After issue of LOI/Contract, if the Contractor fails to commence the work within 7 Days and complete the work in total as per the term & condition of tender and satisfaction to BHEL, EMD/SD deposited by the Contractor will be forfeited and Party will be barred from future all type of tender for a period of Three Years.
19. In case of breakdown of Tractor for more than two days, the contractor shall provide alternate Tractor immediately after two days. In case the contractor fails to deploy the alternate Tractor as said above, BHEL will get the same done at the contractor's risk and cost by another agency/departmentally.
20. Contract will be finalized through Reverse Auction / Price Bid Opening based on the tender committee recommendation and approval of the competent authority.
21. The Driver should possess currently valid license as per the norms of Regional Transport Authority.
22. The contractor will have to work in any shift for 8 Hrs as directed by BHEL Officials and during the shift hours the crew of vehicle shall remain near the vehicle or office.
23. The log-book for day-to-day work executed during 8 hours/extra hours should be maintained by the Contractor and the signature should be obtained from the site Incharge/Authorised Executive of BHEL daily. The User Agency will certify the utilisation of the tractors as per the contract to enable CCC/LOGISTICS to forward the bill for payment to Accounts Department after verification.
Bill can be claimed after completion of the contract. Taxes, Duties if any will be recovered from the bills at sources and as well as ESI & PF if the same are not paid.
24. Statutory deduction like IT etc will be deducted from Contractor payment as required by Law.
25. The subject internal movement will be carried out under the direct supervision of BHEL. Therefore the contractor need not deploy Supervisory Staff for the subject scope of work.

Place:
Date:

Signature of the Tenderer
with seal & full address

26. The movement between two farthest points would be around Radius of 5 KMs.
26. The rate should be quoted on Daily Rental Basis taking into account the following points:
- (a) The engagement of vehicle will be on all Working Days in a month and excluding Weekly off and Holidays declared by BHEL.
 - (b) The duration of Working in a day will be 8 Hours as per the direction given by BHEL.
 - (c) The rate per hour will be arrived at by dividing the rate per day by 8.
 - (d) Charges for engaging the vehicle on Weekly off and Holidays declared by BHEL, will be paid based on the above rate per day.
 - (e) For engaging the vehicle beyond 8 hours in a day, extra payment will be made on pro-rata basis based on the above rate per hour.
 - (f) For Break-down / Non supply of the vehicle, deduction will be made on pro-rata basis. (Fraction hour will be ignored for less than 30 minutes and for more than 30 minutes amount will be deducted for one hour).
27. Tender can be cancelled at any stage due to unavoidable circumstances.
28. Under no circumstances shall BHEL be liable to compensate for any loss or damage that may be caused to the Vehicle by accidents or complications arising out of such contingencies like fire, theft, riots, strikes and terrorism damage whether inside or outside BHEL premises while being engaged.
29. In case BHEL be held liable for any loss, damage or compensation to third parties arising from or in relation to transport operations done by the transport contractor, such loss, damage or compensation shall be paid by the contractor to BHEL together with the costs incurred by BHEL on any legal proceedings pertaining thereto.
30. The contractor is directly responsible for injuries / death of vehicle driver or any person employed by him as well as to the third party occupants or other users arising due to accident or otherwise of vehicle during the contractual period. At any point of time, BHEL will not be responsible for any loss / damage either to the person or to the vehicle arising out of accident of the vehicle for performing the contractual obligations.
31. Any damage to BHEL materials due to rough and faulty handling by the contractor's men will have to be made good by the contractor to BHEL. Similarly if any damage caused to BHEL equipments/installation, property of third party in the course of work by the contractor's men, the same shall be made good by the contractor.
32. Tractors for which registration number have been declared by the contractor for the exclusive use against this contract should not be changed without obtaining prior permission in writing from BHEL Officer in charge.
33. The drivers/helpers 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.
34. The Tenderers have to confirm that they are familiar with and have fully understood the Reverse Auction Procedure and that price quoted during RA cannot be more than price given in the sealed – cover paper bids.
35. 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.

Place:
Date:

Signature of the Tenderer
with seal & full address

2.SPECIAL CONDITIONS –II
TENDER No: LOG/CCC/12/3004E Dt.26.06.2012

01. SCOPE OF WORK:-

Supply of 2 Nos. Tractors (prime mover without trailer) of 20T pulling capacity for Internal Movement of materials from any place to any other place within BHEL Trichy-14 Complex including Unit-II on Hire Basis

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 Employees' Provident Fund & Miscellaneous provisions Act 1952.
 - (f) The Employees State Insurance Act 1948.
 - (g) Payment of Bonus Act 1965
 - (h) The workmen's Compensation Act 1923
 - (i) 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. REGISTRATIONS AND LICENCING

Every contractor shall register his name with the Personnel & Administration Department of BHEL Trichy-14 before taking up the work awarded to him by giving the following information and getting a code Number.

- (a) Name of the Contractor
- (b) Nature of Work
- (c) Period of Work
- (d) Number of maximum labour employed by him on anyone day.
- (e) License No. & Date (Applicable in case of contractors employing 20 or more workers)
- (f) The labourer should be enrolled with PF , ESI and enrollment No should be furnished on finalization of contract.

04. The contractor employing 20 or more workmen shall obtain a license from the authorities (The Deputy Chief Inspector of Factories / Assistant Commissioner of Labour as the case may be). This license shall be amended and / or renewed wherever there is an increase in the workmen employed by him 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.

05. The Contractor (Licensed or unlicensed) shall promptly furnish every information and document required by BHEL Authorities.

WAGES

02. 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.

Place:
Date:

Signature of the Tenderer
with seal & full address

07. The Contractor shall ensure the disbursement of wages in the presence of such authorized representatives of BHEL Management.

08. A certificate of payment shall be furnished in duplicate by the contractor to the Engineer In charge for each month.

09. The contractor shall inform the BHEL Management every month the details of contract labour engaged for each contract in the following forms:-

- 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 Man – days worked
- g. Wages paid to his workers.

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

REGISTERS AND RECORDS

10. The contractor shall maintain necessary documents I 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.

11. 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.

WORKING CONDITIONS

12. 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.

13. The contractor shall ensure that his workmen vacate the premises after shift is over

NOTICES OF ACCIDENTS

14. 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 ESI / Workmen's Compensation of accident as per the Act.

15. 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.)

Place:
Date:

Signature of the Tenderer
with seal & full address

COVERAGE UNDER THE ESI / PF ACT MISCELLANEOUS PROVISIONS ACT

16. The contractor shall ensure that all his workmen are covered under the Employee's State Insurance Act and produce to BHEL such Registration number/ Enrollment Number before executing the contract work.

17. The contractor shall regularly pay the amount by contribution ie. employers contribution as well as employee's contribution in pursuance of the above scheme as fixed from time to time.

18. The contractor shall ensure that his workmen are covered the PF & miscellaneous provisions Act 1952 and accordingly produce to the BHEL Management the Registration / Enrollment number before awarding of contract work.

19. 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 PF as well as the schemes made thereunder to the authorities concerned.

20. 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.

22. 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.

21. 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.

23. 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/12/3004E Dt.26.06.2012

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. CONDITIONS RELATED TO THE WELFARE OF LABOURS
TENDER No: LOG/CCC/12/3004E Dt.26.06.2012

1. The Minimum Wages as prescribed by the State Government from time to time and additional payment as per BHEL circular should be paid to the contract Workers and the Wage and Attendance Registers should be produced to Welfare Section every month.
2. If the contractor employs more than twenty employees, he has to obtain Licence to this effect from the Factory Inspectorate and renew the same periodically.
3. He has to have his own PF and ESI Codes and comply with the relevant Acts.
4. The Contractor has to remit PF for his workers for the same amount which he paid as total wages to the employees on monthly basis. He has to remit 13.61% from his side and deduct 12% of Wages from the monthly wages of the employees and a total of 25.61% of monthly wages should be remitted as PF i.r.o. each employee.
5. ESI Payment should be at the rate of 6.5% of monthly wages of the employee. This comprises the contribution at 1.75% of wages from the employee and 4.75% of wages from the contractor.
6. The Contract workers should be fully aware of safety measures and observe all safety precautions during work. The contractor should also make his own arrangements to provide requisite safety devices to the workers, based on the nature of work. Any accident/incident occurring to his workers in Company's premises should be reported in writing by the Contractor to Safety, Welfare and Line Executive concerned.

Date:
Place:

Signature of the Tenderer
with seal & full address

5. SAFETY PRECAUTIONS TO BE OBSERVED WHILE TRANSPORTING MATERIALS
TENDER No. LOG/CCC/12/3004E Dt.26.06.2012

I. VEHICLES :

01. Vehicles carrying materials should have proper registration documents and must be produced on demand by BHEL security staff.
02. The lights on right side(i.e.) over driver's cabin should be in working condition.
03. Both the head lights as well as park lamps must be in working condition.

II. MOVEMENT OF VEHICLES :

01. The vehicle should not travel at more than 20 kmph in BHEL premises.
02. The driver of the vehicle must possess heavy duty licence and produce on demand by the security staff.
03. Vehicles carrying inflammable liquid in the tank containers should have grounding cabin or the tank should be coated with the insulating materials to avoid static electricity .In road junctions, speed breakers and railway crossing the speed should be lowered and vehicles should proceed cautiously.
04. The driving should be kept in the left at all places.
05. The vehicle should not be parked in the road in such a way to cause obstruction to vehicular traffic.
06. No persons other than driver should be allowed to sit or stand on the prime Movers of the trailer.
07. The vehicle should pass only through approved routes. Short cuts are forbidden.
08. There must be a safe distance behind another moving vehicle.
09. The driver should avoid making quick starts, jerky stops or quick turns at excessive speed.

III. SHIPPING :

01. Strong side supports should be provided on both sides of the trailer. The side supports should be fixed in such a way that it cannot be removed even temporarily.
02. Adequate packing must be given for easy slinging operations. The packing materials should be good enough to withstand the load.
03. The stacking of loads on the truck should be evenly placed. The load should not be heaped together or dumped over the chassis.
04. The load on the truck should not be beyond its standard capacity. The carrying capacity must be clearly marked on the trailers also.
05. The loaded materials should be fastened tightly with wire rope. Coil rope should not at all be used.
06. There must be side packing such as gunny, rubber-tyre between the sharp edges of the job and Wire rope in order to avoid cut in the wire rope.
07. There must be minimum two fastening and it should be more in case of lengthier loads.
08. The loose pieces should be bundled before loading on the truck.
09. There must be red flags or red lamps for the lengthy load which extend beyond chassis.
10. The materials should not be stacked too high to avoid hitting against live electric lines.
11. The load should not be over-hanging more than 3 feet from the end of the body.
12. While transporting the scrap, there must be wire knitting cover to prevent falling of scrap.
13. While loading/unloading proper slinging practice should be followed.
14. The vehicle should not be moved directly inside the production buildings in case the materials are to be loaded, un-loaded there. But the vehicle should be parked outside the building and the driver should ascertain the passage as well as the unloading points, with the help of shop officials. This will avoid the congestion or blocking of traffic in the gang-way.
15. When reverse operation are undertaken adequate helpers should be engaged to control the Movement.

Date:
Place:
OCP Attched.

Signature of the Tenderer
with seal & full address
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6.OPERATIONAL CONTROL PROCEDURE
TENDER No. LOG/CCC/12/3004E Dt.26.06.2012

	OCUPATIONAL HEALTH &SAFETY MANAGEMENT SYSTEM	REV. DATE	00 22.1.02
OCP:BMM:015	OPERATIONAL CONTROL PROCEDURE	PAGE	1 of 2

1. Purpose : To ensure safe transportation of materials for Internal movement through vehicles
2. Scope : Internal Transport contracts.
3. Responsibility : Transporter
4. Performance criteria : Accident/damage record .
Feed back from user departments
5. Cross reference : OHSAS:18001:1999 Clause 4.4.6
Central Motor vehicles act and rules
Transport Contract given by BHEL.
Record of Hazard and Risk

6. Activities

S	Activity	Responsibility
01	Ensuring the availability of proper RC Book for the vehicle, Fitness certificate as per Motor Vehicle Act 1988 and amended 1992 Sec.(256) with the driver and must be produced on demand by BHEL authorities.	Transporter / Owner
02	Verification of above documents at the factory gates/premises	BHEL Security staff
03	All the lights/horn of the vehicle should be in working condition	Driver / Transporter
04	Drivers must have valid licence as specified in the Motor Vehicle Act Sec.3 to 28	Transporter /Executing Agency / Security
05	Insurance of motor vehicle against third party sec. 146	Transporter / owner
06	Loading of material on the trailer with suitable packing and support duly taking into account centre of gravity of the load. As far as practicable, avoid over hanging of materials.	Transporter / Executing Agency
07	Ensure suitable support, Lashing, provision of red flag and light during night in the rear end of the vehicle	Transporter Executing Agency.
08	Movement of material slowly (maximum 20 kmph) without causing any fall of material or damage to them.	Transporter
09	The driver of the vehicle must possess valid licence and produce on demand by the security /BHEL staff.	Transporter / Executing Agency
10	In road junctions, speed breakers and railway crossing the speed should be lowered and vehicles should proceed cautiously.	Driver / Random check by Transpoter
11	The vehicle should not be parked in the road in such a way as to cause obstruction to vehicular traffic.	Driver / Transporter
12	No persons other than driver should be allowed to sit or stand in the cabin of the prime mover.	Driver
13	The vehicles should be driven only on roads.. Short cuts are to be avoided. Internal road safety signs should be followed.	Driver
14.	There must be a minimum safe distance of 15 metres between any two moving trucks.	Driver
15.	The driver should avoid making quick starts, sudden stops, sharp turns at excessive speed. Avoid rash driving and risky negotiations at curves.	Transporter / Executing Agency

Date:
Place:

Signature of the Tenderer
with seal & full address

Contd.... OPERATIONAL CONTROL PROCEDURE

 70-938	OCUPATIONAL HEALTH &SAFETY MANAGEMENT SYSTEM	REV. DATE	00 22.1.02
OCP:BMM:015	OPERATIONAL CONTROL PROCEDURE	PAGE	2 of 2
16	The stacking of loads on the truck should be evenly placed. The load should not be heaped together or dumped over the chassis.	Transporter / Executing Agency	
17.	The carrying capacity must be verified with the RC book before loading. The load on the truck should not be beyond its standard capacity.	Transporter / Executing Agency	
18.	The loaded materials should be fastened tightly with wire rope. Manila rope should not be used. There must be slide packing such as gunny, rubber-tyre between the sharp edges of the job and wire rope in order to avoid cut in the wire rope.	Transporter / Executing Agency	
19.	There must be minimum two fastening and it should be more in case of lengthier loads.	Transporter / Executing Agency	
20.	The loose pieces should be bundled before loading on the truck	Transporter / Executing Agency	
21.	There must be red flags for the lengthy load which extend beyond the body of the truck..	Transporter / Executing Agency	
22.	The materials should not be stacked too high to avoid hitting against live electric lines.	Transporters / Executing Agency	
23.	The load should not be over-hanging more than 3 feet from the end of the body.	Transporter / Executing Agency	
24.	While transporting the loose scrap, there must be wire knitting cover to prevent falling of scrap on the way..	Transporter / Executing Agency	
25.	While loading/unloading proper slinging practice should be followed	Executing agency.	
26.	The vehicle should not be moved directly inside the production buildings in case the materials are to be loaded, unloaded there. But the vehicle should be parked outside the building and the driver should ascertain the passage as well as the unloading points, with the help of shop officials. This will avoid the congestion or blocking of traffic in the gang-way.	Driver	
27.	When reverse operation is undertaken adequate helpers should be engaged to ensure safe movement.	Driver	
28	Random checking of vehicles for safe movement of materials	TLC	
29	Ensure communication to all user departments regarding safe transportation of materials.	Stores/CCC	
30	Giving feed back to Head/Contracts for taking corrective actions	User departments, Security & TLC	
31	Review of feed back for corrective action	Head/Contracts	

Date:
Place:

Signature of the Tenderer
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7. GENERAL TERMS & CONDITIONS
TENDER No: LOG/CCC/12/3004E Dt.26.06.2012

- 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-Incharge 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 AGM/CCC/LOGISTICS, to supervise the work or part of the work.
 - (e) **"Approved" and "Directed"** means, the approval or direction of AGM/CCC/LOGISTICS, 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 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.
 - (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. 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 AGM/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:

Upto 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 15 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 15 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
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- 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 AGM/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 AGM/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 AGM/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.

Place:
Date:

Signature of the Tenderer
with seal & full address

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 AGM/CCC/LOGISTICS., or the same shall be recovered from the Contractor by other means.

Place:
Date:

Signature of the Tenderer
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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 AGM/CCC/LOGISTICS., whose decision shall be final and conclusive.

18. CANCELLATION OF CONTRACT IN PART OF FULL FOR CONTRACATOR'S DEFAULT:

If the Contractor :

- (a) makes default in carrying out the work as directed and continues in that state after a reasonable notice from AGM/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 AGM/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 AGM/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 AGM/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 AGM/CCC/LOGISTICS, separately details of his claims for the work done by him upto 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 upto 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 the SM/CCC/LOGISTICS.

Place:
Date:

Signature of the Tenderer
with seal & full address

- 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 AGM/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.

Place:
Date:

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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. MOTOR VEHICLE ACT:- The transporter shall carry the weight of the consignment to the rated capacity of the vehicle only and Honor the Supreme Court Judgment by not carrying Over Weight and comply the relevant Motor Vehicle Act and other statutory requirement.

31. 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.

32. 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.

33. 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.

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

Place:
Date:

Signature of the Tenderer
with seal & full address