

TITLE	Phone: +91 431 2574695 / 2574552
Tenders are invited from reputed contractors for providing assistance under works contract to carry out production support activities in VLH and CLH assemblies at HRDC in BHEL, Trichirappalli	Email : tse@bheltry.co.in , tpn@bheltry.co.in

	Reference Number: Enquiry 851354	Enquiry Date: 19.03.2012	Due date for submission of quotation: 11.04.2012
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You are requested to quote the Enquiry number date and due date in all your correspondences. This is only a request for quotation and not an order

Sealed Tenders are invited from reputed vendors for the following scope of work:

BHEL TRICHY invites tenders from reputed contractors for providing assistance under works contract to carry out production support activities in VLH and CLH Assemblies at HRDC in BHEL, Trichirappalli

BHEL commercial terms & conditions with Price Bid formats and all annexure can be downloaded from BHEL web site <http://www.bhel.com> or from the Government tender website <http://tenders.gov.in> (public sector units) Bharath Heavy Electricals Limited) under enquiry reference “**851354 Dt.19.03.2012 Due Dt.11.04.2012**”

Tenders should reach us before 14:00 hours on the due date. Technical(Scope) bid will be opened at 14:30 hours on the due date. Tenders would be opened in presence of the tenderers who have submitted their offers and who may like to be present.	Yours faithfully, For Bharath Heavy Electricals Limited The Senio Dy.General Manager/SCM/Mfg Bldg 53, BHEL, Tiruchirapalli-620014 Ph: 0431- 2574695 0431- 2574552 Email tse@bheltry.co.in tpn@bheltry.co.in
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Bharat
Heavy
Electricals
Limited

HIGH PRESSURE BOILER PLANT
TIRUCHIRAPPALLI – 620 014. INDIA

DEPARTMENT:SUBCONTRACTING:MACHINING/MFG
PHONE : 0431-2574695, 2574552 WEB SITE: www.bhel.com
EMAIL: tsen@bheltry.co.in, & tpn@bheltry.co.in

Ref: SCM:TRY

BHEL ENQUIRY NO.: 851354 Dt. 19.03.12
DUE ON : 11.04.12 02.30 P.M

Dear Sirs

SUB : Tenders are invited from reputed contractors for providing assistance under works contract to carry out production support activities for VLH and CLH Assemblies at HRDC, BHEL, Trichirappalli complex.

The scope of work is to provide assistance for Assembling, Shot blasting, Testing, Pressing, Painting and Final works etc. for VLH and CLH assemblies in BHEL, HRDC. **Refer ANNEXURE: A**

The Contractor shall carefully study all the terms and conditions as given below:

- 1) The contract will be awarded for a period of 18 months from the date of ordering.
- 2) The rates shall be firm for the entire period of the contract.
- 3) The period of Rate validity shall be clearly indicated as 18 months.
- 4) If the Contractor is not able to provide the sufficient service as indicated in the bid, the contractor is liable for forfeiture of the security deposit paid.
- 5) Detailed scope of work, conditions covering the contract, contractual and legal obligations of the contractor on Job contracts are enclosed.**(Refer Annexures B &C)**
- 6) Overall L1 will be arrived by considering the total value based on the quoted rates against each schedule put together.
- 7) As per BHEL circular BHE: HR:W:MW dt.16.08.2011, the following additional wages per month has to be paid over and above minimum wages declared by Tamilnadu Government to labours:
 - a) Unskilled : Rs.2000/-
 - b) Semi-skilled : Rs.2300/-
 - c) Skilled : Rs.2500/-
 - d) Bonus is to be paid as per Payment of Bonus Act 1965-I by tenderer.

The signature at the bottom of the rate schedule confirms that minimum wages, additional wages, bonus, PF, ESI etc. has been considered by the tenderer while quoting the above rates.

The committee members will consider **PRICE BID** only after evaluation of **TECHNICAL BID**.

Tender committee's decision is final and canvassing in any form/influencing the committee will be considered as a disqualification and such contractors will not be considered for future enquiry.

Tender consists of two parts:

- A) Technical (Scope) Bid:** The contractor has to submit/confirm the **Annexure-I (formats attached)**.
- B) Price Bid:** The contractor shall quote the "RATE PER ASSY" Annexure-II (format attached).

Separate sealed covers shall be provided for i) Technical [scope] bid and ii) Price bids superscribing the NIT Ref / BHEL Enquiry number, Enquiry date, Due date indicating the name of the bid clearly and put them in one cover with the prescribed superscription & should be addressed to

AGM/SCM/MFG, Building-53, BHEL, TRICHY-620014 on or before 11.04.12-- 02:00 PM : Bid opening – 02.30 PM

Yours truly

ANNEXURE –I to Enquiry no. 851354 dt. 19.03.12**VENDOR DECLARATION****Technical / Scope Bid:****A) Documents to be provided**

Put (√) mark in yes or no column

SI No	Documents to be Provided (Enclosed)	YES	NO
1	Rate to be quoted in Rs per Assy		
2	No. of Labours : Appx. 150 labours/Day (75 labours for day shift and 75 labours for night shift)		
3	Documentary Evidence for execution of similar jobs earlier at BHEL / Government departments/ PSUs/ Reputed organisations etc. for a minimum value Rs 25 lakhs (Document to be attached)		
4	PF No & Date (Document to be attached)		
5	ESI No & Date (Document to be attached)		
6	Service Tax certificate , PAN card (Document to be attached)		
7	EMD for Rs 2 Lakhs (Document to be attached)		
8	Rate validity shall be for 18 months from the date of ordering		
9	Workmen should attend in both Morning & Night Shift (I st & II nd Shift)		
10	For supervising the work one Supervisor should be posted for every 20 workmen		
11	Supervisors should be available for Night shift also		
12	Supervisor should monitor the work assigned and output of the contract labour		
13	Workmen should not be frequently changed		
14	Workmen should be knowledgeable in Grinding, Painting, Material handling, hand tools usage and machine handling.		
15	Workmen should wear in Maroon colour dress (uniform) and safety Boots in work place		
16	Confirmation to SCOPE OF Work, Conditions Covering the Contract, Contractual obligations & Special instructions(Signed document to be furnished for having accepted the same)		

We confirm that we have quoted our rates for all the above items.

Vendor's Signature

ANNEXURE –I to Enquiry no. 851354 dt. 19.03.12**VENDOR DECLARATION****TO BE ATTACHED WITH Technical (Scope) Bid****B) List of items :****Put (✓) mark in yes or no column**

SI No	Gist of Scope with variant type	Qty	Rate/Assy Quoted	
			YES	NO
1	(CLH) LT Pressing and welding with USE plate, Shot Blast,Painting & Assemble of Styles; 1102,1112,1113,1122,1123	100		
2	(CLH) LT Pressing and welding with USE plate, Shot Blast,Painting & Assemble of Styles; 1132,1133,1142,1143,1144	250		
3	(CLH) LT Pressing and welding with USE plate, Shot Blast,Painting & Assemble of Styles; 1152,1153,1154,1162,1163	400		
4	(CLH) LT Pressing and welding with USE plate, Shot Blast,Painting & Assemble of Styles; 1164,1172,1173,1182,1183	550		
5	(CLH) LT Pressing and welding with USE plate, Shot Blast,Painting & Assemble of Styles; 1174,1184,1192,1193,1194	550		
6	(CLH)Load Setting, Final Works-Dust Cover, Punching Name Plate & Paint WO,DU,Qty,Wt of Styles; 1102,1112,1113,1122,1123	200		
7	(CLH)Load Setting, Final Works-Dust Cover, Punching Name Plate & Paint WO,DU,Qty,Wt of Styles; 1132,1133, 1135, 1142,1143,1144	1012		
8	(CLH)Load Setting, Final Works-Dust Cover, Punching Name Plate & Paint WO,DU,Qty,Wt of Styles; 1152,1153,1154,1162	2500		
9	(CLH)Load Setting, Final Works-Dust Cover, Punching Name Plate & Paint WO,DU,Qty,Wt of Styles; 1163,1164,1165,1172,1173	2400		
10	(CLH)Load Setting, Final Works-Dust Cover, Punching Name Plate & Paint WO,DU,Qty,Wt of Styles; 1175,1182,1183,1192,1193	1453		
11	(CLH)Load Setting, Final Works-Dust Cover, Punching Name Plate & Paint WO,DU,Qty,Wt of Styles; 1174,1184,1185,1194,1195	700		
12	(VLH)Dismantling, Shot blasting, Painting, Assembly, Testing, welding, grinding and final works of Styles ; (SA/SH/SS) 1,2,3 and 4/80	8900		
13	(VLH)Dismantling, Shot blasting, Painting, Assembly, Testing, welding, grinding and final works of Styles ; (SA/SH/SS) 5,6,7 and 8/80	14300		
14	(VLH)Dismantling, Shot blasting, Painting, Assembly, Testing, welding, grinding and final works of Styles ; (SA/SH/SS) 9,10,11 and 12/80	10200		
15	(VLH)Dismantling, Shot blasting, Painting, Assembly, Testing, welding, grinding and final works of Styles; (SA/SH/SS) 13/80	889		
16	(VLH)Dismantling, Shot blasting, Painting, Assembly, Testing, welding, grinding and final works of Styles; (SA/SH/SS) 1,2,3 and 4/160	2770		
17	(VLH)Dismantling, Shot blasting, Painting, Assembly, Testing, welding, grinding and final works of Styles; (SA/SH/SS) 5,6,7 and 8/160	7000		
18	(VLH)Dismantling, Shot blasting, Painting, Assembly, Testing, welding, grinding and final works of Styles; (SA/SH/SS) 9,10,11, and 12/160	5000		
19	(VLH)Dismantling, Shot blasting, Painting, Assembly, Testing, welding, grinding and final works of Styles; (SA/SH/SS) 13/160	701		

We confirm that we have quoted our rates for all the above items.

Vendor's Signature

ANNEXURE –II to Enquiry no. 851354 dt. 19.03.12**PRICE BID****(Rate to be quoted in Rate/Assy Column)**

SI No	Gist of Scope with variant type	Qty (Assemblies)	Rate/Assy (Rs.)
1	(CLH) LT Pressing and welding with USE plate, Shot Blast,Painting & Assemble of Styles; 1102,1112,1113,1122,1123	100	
2	(CLH) LT Pressing and welding with USE plate, Shot Blast,Painting & Assemble of Styles; 1132,1133,1142,1143,1144	250	
3	(CLH) LT Pressing and welding with USE plate, Shot Blast,Painting & Assemble of Styles; 1152,1153,1154,1162,1163	400	
4	(CLH) LT Pressing and welding with USE plate, Shot Blast,Painting & Assemble of Styles; 1164,1172,1173,1182,1183	550	
5	(CLH) LT Pressing and welding with USE plate, Shot Blast,Painting & Assemble of Styles; 1174,1184,1192,1193,1194	550	
6	(CLH)Load Setting, Final Works-Dust Cover, Punching Name Plate & Paint WO,DU,Qty,Wt of Styles; 1102,1112,1113,1122,1123	200	
7	(CLH)Load Setting, Final Works-Dust Cover, Punching Name Plate & Paint WO,DU,Qty,Wt of Styles; 1132,1133,1135, 1142,1143,1144	1012	
8	(CLH)Load Setting, Final Works-Dust Cover, Punching Name Plate & Paint WO,DU,Qty,Wt of Styles; 1152,1153,1154,1162	2500	
9	(CLH)Load Setting, Final Works-Dust Cover, Punching Name Plate & Paint WO,DU,Qty,Wt of Styles; 1163,1164,1165,1172,1173	2400	
10	(CLH)Load Setting, Final Works-Dust Cover, Punching Name Plate & Paint WO,DU,Qty,Wt of Styles; 1175,1182,1183,1192,1193	1453	
11	(CLH)Load Setting, Final Works-Dust Cover, Punching Name Plate & Paint WO,DU,Qty,Wt of Styles; 1174,1184,1185,1194,1195	700	
12	(VLH)Dismantling, Shot blasting, Painting, Assembly, Testing, welding, grinding and final works of Styles ; (SA/SH/SS) 1,2,3 and 4/80	8900	
13	(VLH)Dismantling, Shot blasting, Painting, Assembly, Testing, welding, grinding and final works of Styles ; (SA/SH/SS) 5,6,7 and 8/80	14300	
14	(VLH)Dismantling, Shot blasting, Painting, Assembly, Testing, welding, grinding and final works of Styles ; (SA/SH/SS) 9,10,11 and 12/80	10200	
15	(VLH)Dismantling, Shot blasting, Painting, Assembly, Testing, welding, grinding and final works of Styles; (SA/SH/SS) 13/80	889	
16	(VLH)Dismantling, Shot blasting, Painting, Assembly, Testing, welding, grinding and final works of Styles; (SA/SH/SS) 1,2,3 and 4/160	2700	
17	(VLH)Dismantling, Shot blasting, Painting, Assembly, Testing, welding, grinding and final works of Styles; (SA/SH/SS) 5,6,7 and 8/160	7000	
18	(VLH)Dismantling, Shot blasting, Painting, Assembly, Testing, welding, grinding and final works of Styles; (SA/SH/SS) 9,10,11 and 12/160	5000	
19	(VLH)Dismantling, Shot blasting, Painting, Assembly, Testing, welding, grinding and final works of Styles; (SA/SH/SS) 13/160	701	

Vendor's Signature

ANNEXURE - A

ENQUIRY NO. 851354 DT. 19.03.12

HRDC - 2012 13 CLH / VLH - Works contract -Detailed scope

I - Scope (CLH)

- 1) Load tube pressing and welding with Upper spring end plate.
- 2) Collect Case , LA and LT assy from HRDC Store
- 3) Shot blast and paint - Case,LA and LT assy
- 4) Assemble - Case,LA and LT with main assy components

SI No	Variant group	Variant Type	Qty
1	I	1102,1112,1113,1122,1123	100
2	II	1132,1133,1142,1143,1144	250
3	III	1152,1153,1154,1162,1163	400
4	IV	1164,1172,1173,1182,1183	550
5	V	1174,1184,1192 ,1193,1194	550

II) SCOPE (CLH)

- 1) Collect the CLH assy from HRDC Store
- 2) Load setting as per GMS
- 3) Test as per load value (If any rework / adjustment to be carriedout)
- 4) Final works - Provide dust cover,Punching name plate and paint WO,Du,Qty and Wt

SI No	Variant group	Variant Type	Qty
1	I	1102,1112,1113,1122,1123	200
2	II	1132,1133,1135,1142,1143,1144	1012
3	III	1152,1153,1154,1162	2500
4	IV	1163,1164,1165,1172,1173	2400
5	V	1175,1182,1183,1192,1193	1453
6	VI	1174,1184,1185,1194,1195	700

III Scope (VLH)

Dismantling,Shot blasting,Painting,Assembly ,Testing, welding,grinding and final works - Paint WO, Du, Qty and wt

SI No	Variant group	Variant Type (SA/SH/SS)	QTY
1	I	1,2,3 and 4 / 80	8900
2	II	5,6,7 and 8 / 80	14300
3	III	9,10,11 and 12 / 80	10200
4	IV	13 / 80	889
5	V	1,2,3 and 4 / 160	2700
6	VI	5,6,7 and 8 / 160	7000
7	VII	9,10,11and 12 / 160	5000
8	VIII	13 / 160	701

ENQUIRY . NO. 851354 Dt. 19.03.12

Conditions covering the Contract:

01) Power, fuel, machinery and material handling equipments, etc. will be supplied by BHEL.

02) The contractor should bring only men labour to BHEL premises at his own cost, risk and execute the work allotted to him in BHEL premises.

03) The contractor should follow and comply with ESI, PF, Group Insurance and other statutory regulations as stipulated in Factory's Act and other State, Central Governments' rules & regulations.

04) Contractor shall provide safety appliances like Safety goggles and safety shoes to his employees. The contractor shall be responsible for enforcing all safety regulations as applicable.

05) BHEL is in no way responsible for any loss of life or any injury caused to any of the contractors and their crew while executing the above work at BHEL premises.

06) The contractor or his crew should handle the machinery and other equipments entrusted to them by BHEL with utmost care and return them safely after execution of stipulated work. The cost of damage, repair due to improper handling of machinery and equipment will be recovered from the contractor.

07) BHEL, Tiruchy reserves the right to alter any of the terms & conditions of the contract and any such changes will be intimated to the contractor from time to time.

08) BHEL reserves the right to cancel and terminate the contractor at any time without assigning any reason.

09) The contractor should maintain a 'Work Diary' containing the details of work executed by him from time to time on daily basis and obtain the signature from official concerned nominated for this purpose for having executed the work correctly and satisfactorily.

10) The proof of execution of work should be submitted along with each bill. (Printed form with covering letter and proof for execution of work along with attendance particulars).

11) The bill should be submitted within a week after execution of work during the calendar month @ one bill per month.

12) Necessary gate entry pass will be issued by BHEL Security Department on SCM/MFG recommendation for your crew and Security Rules are to be observed strictly by the contractor and their crew.

13) BHEL / Trichy reserves the right of awarding the contract for more than one contractor.

The contract will be awarded for a period of 12 months and shall be extended upto 18 months. Minimum wages as stipulated by the Government from time to time should be paid to the workers in the presence of BHEL Executive. The rates are firm for the entire period of contract. The contractor should deposit a sum of Rs.2,00,000/- (Rupees 2 Lakh only) as EMD. Offers will not be considered if proof for payment of EMD is not enclosed along with quotation. **EMD amount will be forfeited if tenderer withdraws his offer.**

In the event of placement of contract, bills should be submitted by the contractor as per entitlement along with the certification from the executing agency. The bills will be passed for payment by Manager / SCM / ADMN only on production of documents for having effected the salary payment due to their workers. The conditions contained herein in ANNEXURE-B, the general conditions given in ANNEXURE-C and statutory requirements imposed by the Government authorities from time to time will form part and parcel of this contract.

Tenderers shall sign each and every page of the tender documents and affix seal for having accepted the conditions.

SPECIAL INSTRUCTIONS

1) BHEL reserves the right to increase or decrease the tendered quantity and split the tendered quantity among more than one tenderer and place orders .

- 2) BHEL reserves the right to negotiate or refloat tender opened if L1 prices are not the lowest acceptable price to them inter alia other reasons.
- 3) BHEL may order on more than one vendor at the lowest acceptable price to BHEL.
- 4) BHEL does not guarantee ordering of any minimum quantity
- 5) Income Tax deduction at source as applicable in the IT Act from time to time and will be made on the value of the bills in the absence of Income Tax Exemption Certificate from the concerned IT officer.
Attested copy of Income Tax Return submitted for the current year is to be submitted.
- 6) All the Statutory Obligations such as ESI, PF, Labour Acts, Factories Act, Service Tax, etc. will have to be taken care of by the vendor. BHEL will have no liability on them. Notwithstanding the above, if any demand notice is served by the concerned Statutory Authorities for recovery of any of their dues on BHEL, the same would be paid to the statutory authorities without notice to the vendor and recovered as a due from any pending / future bills.
- 7) The Contract shall be governed by the Laws of Government of India in force and the Courts of the place from where the tender has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

Contractual and legal obligations of the Contractor on JOB CONTRACTS:

1. BHEL has the privities of the contract with the contractor only and will give instructions to the contractor or his authorized representative. BHEL will have nothing to do or be concerned with the employment of employees working for the contractor. The relationship between BHEL and the Contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or an employer-employee relationship.

Towards selection, control and supervision of employees:

- a) Contractor shall decide the number of employees to be deployed for execution of the work awarded to him and he or his authorized representative will be solely entitled to dictate such workers about the manner of carrying out the work as per the prescribed specifications and quality plan. There shall be no interference or intervention whatsoever by BHEL.
- b) Contractor shall supervise the work allotted to him and to be carried out by his employees.
- c) Contractor shall ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience, etc.,
- d) Contractor shall maintain appropriate records of his employees deployed to carry out the job(s).
- e) Contractor will be responsible for the good conduct of his employees. In case of any misconduct / misbehavior by any employee, the contractor will replace such employee(s) immediately.
- f) Contractor will ensure that the job is executed through his employees on his rolls and under no circumstances the contractor will deploy any casual employee to carry out the job nor shall sub-contract the job without prior written permission.
- g) Contractor will keep watch on his employees and he will be liable for any pilferage / loss to BHEL due to acts of omission and commission by his employees. Similarly, liability for any compensation to outsiders on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with him.
- h) In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees from the establishment of BHEL. In case contractor decides to terminate services of his employees, he should settle all terminal dues including retrenchment compensation.
- i) Contractor to **provide employment card / Identity card** with photograph duly verified and attested by the Contractor to his employees. Contractor to **indicate the name** of the proprietary / partnership firm / company, **place of work, contract number and duration of validity of card.**
- j) The contractor has to provide a **distinct uniform** different from BHEL employees. The Uniform should have logo of the Contractors firm / company. The uniform shall be kept in neat, tidy and wearable condition. Wherever necessary, the Cap shall be integral part of the uniform.

Towards statutory liability:

- a) All statutory requirements under Minimum Wages Act, 1948, Payment of Wages Act, 1936, Workmen Compensation Act 1923, EPF & MP Act, 1952, Payment of Gratuity Act 1972, ESI Act, 1948, The Contract Labour (R&A) Act, 1970,

Payment of Bonus Act, 1965, Income Tax Act, Service Tax Act and all other applicable acts shall be complied with by the contractor.

- b) Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.
- c) Contractor shall ensure payment of statutory prescribed minimum wages as applicable from time to time in the presence of authorized representative of BHEL and maintain proper records of their timely disbursement. **Apart from the minimum wages, additional payment according to the nature of work viz. unskilled, semiskilled and skilled (Rs. 2000, Rs. 2300, Rs. 2500 respectively per month) to be paid for which the entitlement of PF, ESI etc also to be complied with.** These records need to be preserved for a period of at least 3 years and should be made available even after the contract is over for any verification by the statutory authorities / BHEL authorities.
- d) Contractor shall provide PF pass book to his employees and ensure payment of PF, EDLI, pension dues under EPF & MP Act, 1952 to the RPFC.
- e) Contractor shall ensure payment of ESI contribution under ESI Act, 1948 and provide ESI membership No. / card of each employee.
- f) Contractor shall produce proof of deductions as well as remittances of PF, EDLI, Pension, ESI contribution, administrative charges, etc., wherever applicable and shall maintain proper records. Contractor shall issue wage slips to his employees.
- g) Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.
- h) Contractor shall be solely responsible for non payment / delayed payment of wages / DA, contributions under EPF & MP Act, ESI Act, etc.,
- i) In case the contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the security deposit / other dues / running bills under the contract can be utilised by BHEL to discharge the liability of the contractor.
- j) The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
- k) Contractor should have independent code numbers / exemptions under EPF & MP Act, 1952 and ESI Act, 1948 and shall cover his employees under the said codes.
- l) Contractor shall observe Provisions of the Factories Act in respect of working hours, holidays, rest intervals, leave and overtime to his employee. No work shall be done on second / third shift, overtime, Sundays or on other declared holidays without written permission.

Rights and obligations of BHEL:

- a) The cancellation of contract may be either for whole or part of the contract at BHEL's option. In the event of termination of contract in whole or part BHEL may procure upon such terms and in such manner as deemed appropriate, supplies or services similar to those so terminated and the contractor shall be liable to BHEL for any excess costs for such similar supplies or services provided that the contractor shall continue the performance of his contract to the extent not terminated under the provisions of this clause.
- b) The decision of BHEL regarding interpretation of any terms and conditions set forth in the Agreement shall be final and binding on the contractor.

ANNEXURE – C
ENQUIRY NO. 851354 DT. 19.03.12

GENERAL CONDITIONS OF CONTRACT

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 / SCM / MFG to supervise the work or part of the work.*
- e) *"Approved" and "Directed" means, the approval or direction of AGM / SCM, or person deputed by him for the particular purposes.*
- f) *"BHARAT HEAVY ELECTRICALS LIMITED" (hereinafter referred to as BHEL) shall mean the Board of Directors, Chairman, Executive Director, General Manager or , other Administrative Officer of the said Company including Manager/Stores (FB) 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 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 carry out any Scope of work covered in Scope of work in Enquiry Sl. Nos. as per instructions of Executing official.*

5. ASSIGNMENT OF TRANSFER OF CONTRACT:- *The Contractor shall not, without the prior written approval of the BHEL, assign or transfer the contract or any part thereof, or any share, or interest thereon to any other persons. No sum of money which may become payable under the contract shall be payable to any person, other than the contractor unless the prior written approval of the BHEL to the assignment or transfer of such money is given.*

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

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

8. SECURITY DEPOSIT:- (1) Security Deposit should be paid by the contractor. The Security Deposit rate will be as follows:-

- a) Upto Rs.10.00 lakh :: 10% of PO Value
- b) Above Rs.10.00 Lakh & :: Rs. ONE LAKH + 7.5% of the amount exceeding
Upto Rs.50 Lakh Rs. 10.00 Lakh
- c) Above Rs.50.00 Lakh :: Rs.4.00 Lakh + 5% of the amount exceeding
Rs.50.00 Lakh

The Earnest Money paid at the time of tender will be adjusted as part of the Security Deposit to a level of 50% of contract value before start of the work and the balance amount recovered by deduction from the running bills of the contractor at the rates mentioned above. The Security Deposit shall NOT carry Interest.

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

i) Cash.

ii) Cash Deposit receipt, Pay Order, Demand Draft duly pledged in favour of BHEL.

iii) Post Office cash certificate, National Savings Certificates, Treasury Savings Deposit Certificates, National Plan Savings Certificates, 12 Years National Defence Certificates and 10 Years Defence Deposit certificates.

iv) Fixed Deposit Receipt issued by State Bank of India / Nationalised Banks.

v) Insurance Guarantee issued by LIC or any of the four General Insurance Corporations.

vi) Fixed Deposit Receipts issued by BHE Employees Co-op. Banks upto a maximum of Rs.10,000/- (Rupees Ten thousand only).

vii) Bank Guarantee shall be accepted to a value of 50% of the calculated Security Deposit amount only and 50% of Security Deposit shall be in anyone of the form as mentioned above from SI.No. (i to vi).

viii) The Bank Guarantee shall be kept valid until the due date for refund of Security Deposit.

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

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.

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

10. CONTRACTOR'S SUPERVISION :- The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to BHEL Officials.

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 to the OFFICER-INCHARGE, to receive instructions.

AGM / SCM / MFG shall have full powers and without assigning any reason, requires the Contractor to immediately cease to employ in connection with this contract, any agent, servant or employee where continued employment is, in his opinion undesirable. The Contractor shall not be allowed any compensation on this account.

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

13. DAMAGE & LOSS TO PRIVATE PROPERTY & INJURY TO WORKMEN :-

The Contractor shall at his own expense reinstate and make good to the satisfaction of AGM/SCM/MFG and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL where BHEL is a private person, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise.

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

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

If the Contractor shall :-

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

OR

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

OR

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

16. CANCELLATION OF CONTRACT FOR INSOLVENCY ASSIGNMENT OF TRANSFER OR SUBLETTING OF CONTRACT :-

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

If the Contractor,

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

OR

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

OR

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

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

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

17. CANCELLATION OF CONTRACT IN PART OR 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 AGM/SCM or his authorized representative:

b) fails to comply with any of the terms & conditions of the contract or after reasonable notice in writing with orders properly issued thereunder:

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

18. TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR.

Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, or If the firm is dissolved or the company is liquidated, BHEL shall have the option of terminating the contract without compensation to the Contractor.

19. SPECIAL POWER TO TERMINATION:- If at any time after the award of contract, BHEL shall for any reason whatsoever not require whole or any part of the work to be carried out AGM/SCM/MFG shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the foreclosing of the work.

20. SUBMISSION 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 AGM/SCM/MFG 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.

21. PAYMENT OF BILLS :- 100% Payment to be made to the Contractor, under this contract shall be by "CHEQUE" crossed "A/C PAYEE ONLY" within a reasonable time after the certification of bills by Manager / SCM / ADMN.

22. RECOVERY FROM CONTRACTOR :- Whenever under the contract, any sum of money, shall be recoverable from or payable by the Contractor, the same may be deducted from or any sum then due or which at any time thereafter may become due to Contractor under the contract or under any other contract with BHEL or from his Security Deposit or he shall pay the claim on demand.

23. POST- TECHNICAL AUDIT OF WORK AND BILLS:- BHEL reserves the right to carry out the post-payment Audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc., and enforce recovery of any sum becoming due as a result thereof in the manner provided in the presiding sub- paragraphs. However no such recovery shall be enforced after three years of passing the final bill.

24. REFUND OF SECURITY DEPOSIT:- The Security Deposit mentioned in condition 10 above may be refunded to the Contractor after a period of 6 months on termination or expiry of the contract provided always that the Contractor shall first have been paid the last and final bill and have rendered a "NO DEMAND CERTIFICATE".

25. FORCE MAJEURE CLAUSE:- If, at any time during the continuance of this Contract the performance in whole or in part by either party of any obligations under this Contract shall be prevented or delayed by reason of any War, Hostile acts of the public enemy Civil Commotion, Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, Earthquake etc.) then provided notice of happening of any such 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/Stores/FB 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/SCM/MFG 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 GENERAL MANAGER or other Officer of BHEL appointed as Arbitrator, by the GENERAL MANAGER of BHEL in his sole discretion. Unless the parties otherwise agree, such reference shall not take place until after the completion, alleged completion or abandonment of the work of the determination of the contract. The venue of Arbitration shall be such a place or places, as may be fixed by the Arbitrator in his sole discretion. The award of the Arbitrator shall be final, conclusive and binding on both parties to the contract.

27. SIGNING OF CONTRACT:- Each contract document shall be signed by the Contractor with his usual signature. Contract by partnership 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 person so signing. Contract by a Company shall be signed with the name of the Company from a person authorised in this behalf and a power of attorney or other satisfactory proof, showing that the person signing the Contract documents on behalf of the Company is duly authorised to do so, shall accompany the contract. .

SDGM/SCM/MFG