

ISSUING OFFICER

PART –I (TECHNICAL BID)			
SECTION - I / QUALIFYING CRITERIA			
The bidder has to meet the following requirements to get qualified for submitting tender for operation of Diesel Forklift Truck 3T Capacity of VOLTAS / GODREJ/ DOOSAN / MACNEILL / ACE on hire basis.			
SL.No.	REQUIREMENTS		BIDDER'S RESPONSE
1.1	Bidders must be in the business of providing material handling equipments such as Mobile crane / Forklift Truck operation services on contract / hire basis		
1.2	The bidder should have min. 2 years experience in supplying Mobile crane /Forklift Truck on regular contract basis for State/Central Govt. or under takings or private firms. Necessary work order copies has to be submitted along with the technical offer as proof for the above.		
1.3	The Vendor should submit one performance certificate from the customer for the satisfactory performance along with Technical offer.		
1.3.1	Name and postal address of the customer or company where Mobile crane / Forklift Truck are supplied on regular contract basis		
1.3.2	Name and designation of the contact person of the customer.		
1.3.3	Phone, FAX number and email address of the contact person of the customer.		
1.4	BHEL reserves the right to verify the information provided by vendor. In case the information provided by vendor is found to be false / incorrect, the offer shall be rejected.		
1.5	Bidder should have Service Tax Registration Number- Copy to be enclosed.		
1.6	Financial Status: -Audited balance sheets for three years to be provided. (FY 2010-11, 2011-12 & 2012-13) -Copies of the income tax return for three years to be provided (FY -2010-11, 2011-12 & 2012-13)		
1.7	EMD for the Tender is Rs 1,00,000/- (Rupees Two lakh only). EMD is to be paid in the form of Demand draft drawn in favour of "Bharat Heavy Electricals Ltd., Tiruchirapalli - 14 " on any of the nationalised Bank. The offer without EMD will not be considered for evaluation.		

SECTION-II		
COMPANY PROFILE		
SL.No.	PARTICULARS	BIDDERS RESPONSE
1	Name of Firm/Company	
2	Status of the Firm/Company	1.Proprietorship 2.Partnership
3	Full address of the Firm/Company	
4	Name of the Proprietor/Partner of the Firm/Company (in case of Partnership, deed copy should be submitted)	
5	Registration No. and date of Firm/Company (copy should be enclosed)	
6	Telephone/Fax No. of the firm	
7	Company's PAN No: (copy should be enclosed)	
8	Company's SERVICE TAX No: (copy should be enclosed)	
9	Company's E-mail Address	
10	P.F. & ESI CODE	

SECTION – III / BID/OFFER FORMAT

SL.NO.	IMPORTANT POINTS TO BE TAKEN CARE OF WHILE SUBMITTING OFFER: --	
1	Should a bidder 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	
2	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	
3	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.	
4	Rates should be quoted as per the Work / Rate schedule. Rates quoted in any other form will not be accepted and will be rejected.	
5	The tender must be filled all columns and signed 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.	
6	If a bidder deliberately gives wrong information in his tender or creates conditions favourable for the acceptance of his tender, the BHEL RESERVES THE RIGHT TO REJECT SUCH TENDER AT ANY STAGE.	
7	Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.	
8	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.	
9	EMD by the bidder will be forfeited as per Tender Documents if: i) After opening the tender, the bidder revokes his tender within the validity period or increases his earlier quoted rates. ii) The bidder does not commence the work within the period as per LOI / Contract. In case the LOI / contract is silent in this regard then within 15 days after award of contract.	

10	Should a bidder'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.	
11	The tender schedule and the tender shall be deemed to form an integral part of the contract to be entered into for this work.	
12	SPECIAL INSTRUCTIONS:	
i	This Tender is subject to 1. Qualifying Criteria 2. Technical Requirement 3. General Terms & Conditions,	
ii	Bidder should furnish the RATE in the enclosed tender "WORK / RATE SCHEDULE" and furnish all the details asked in the tender schedule and submitted.	
iii	The above documents as given in 07(a) & (b) shall be duly signed and stamped in all pages and placed in a common cover duly superscripting the cover "PRICE BID" and submitted full in token of the acceptance of the same	
iv	The Demand Draft towards EMD should be submitted in a separate cover duly superscripting the cover "EMD" .	
v	Totally there will be 3 Separate covers.	
	1. PART - I - TECHNICAL BID	
	2. EMD	
	3. PART - II - PRICE BID	
	(All the above 3 covers put into a large single cover)	
vi	Bidders should submit their offer before the said due date as given above in a sealed cover superscripting the tender No. & Date and Due Date and the tender will be opened in the presence of bidders with due authorization.	
vii	Any deviation to this tender terms & condition and schedules of this tender will lead to total rejection of the offer submitted	
vii	The Part-I - Technical & un-priced commercial bid alone would be opened on the tender opening date.	
viii	(i) The Part-II - Price bid of technically qualified bidder would be opened. The technically suitable bidders would be informed about the Price Bid opening date. Clarifications if any required by BHEL for technical evaluation/commercial evaluation would be sought from bidders before opening of Part-II price bid.	
ix	(ii) BELATED and incomplete offers will become liable for rejection.	

SECTION - IV		
TECHNICAL REQUIREMENTS		
TECHNICAL REQUIREMENTS FOR THE OPERATION OF DIESEL FORKLIFT TRUCKS 3TON CAPACITY OF VOLTAS / GODREJ/ DOOSAN / MACNEILL / ACE ON HIRE/CONTRACT BASIS FOR THE PERIOD OF ONE YEAR.		
Sl. No	Requirement conditions of Contract	Bidder's Response
2.1	This contract envisages providing 8 Nos. of VOLTAS / GODREJ / DOOSAN / MACNEILL / ACE make Diesel Forklift Truck of 3 Ton capacity on hire basis with the operator for a period of 1 year for BHEL, Trichy complex including Unit II. b)However the quantity may decrease or increase between 5 nos to 11nos based on demand by BHEL.	
2.2	Diesel for the operation of forklift trucks will be supplied by BHEL at free of cost. (Please exclude fuel price while offering the rates)	
2.3	It is preferred that the contractor has to keep 1 number of forklift truck as standby to substitute forklift under repair / Maintenance if any.	
2.4	The year of manufacturing of Forklifts Trucks of the above makes shall not be later than 2010 and should be in good working condition. The documents as Proof for the year of manufacturing of the trucks should be submitted and necessary load test to confirm the capacity the truck will be conducted by BHEL at the time of deployment of the trucks.	
2.5	Following Regular Maintenance of trucks has to be done by the contractor/vendor: 1. Controlling of smoke emission. 2. All tyres should be in good conditions. 3. Truck noise should be controlled. 4. Hydraulic oil leak should be prevented. 5. Load test to be conducted in every six month and certified by In-charge/Transport. 6.Fuel consumption shall be monitored.	
2.6	The supplier / vendor should be ready to accept the Increase / decrease in Quantity of Forklifts Trucks demanded by BHEL.The payment will be made for the actual quantity of Forklifts Trucks supplied as per the quoted rates for the corresponding period.	
2.7	If BHEL requires, the contractor should accept to extend the above contract for a further period as per the existing rate and contract conditions.	
2.8	Forklifts Trucks will be operated on all days other than Sundays & Holidays. Based on need, required Forklifts Trucks will be booked on Sundays & holidays with prior intimation.	

2.9	The movement of materials with forklift would be within a Radius of 5 KMs.	
2.1	The tools, tackles and maintenance expenses are under the scope of the Supplier / vendor.	
2.11	Vendor has to make their own arrangements for the safety of their trucks and other items. Storage of inflammable materials not allowed.	
2.12	The supplier / vendor should arrange to attend any repair / maintenance in the vehicle notified by BHEL immediately with in a short period of notice,if it is more than one hour an alternative spare forklift of same model & year has to be provided. Non availability of fork lift trucks due to the above reason ,the actual time worked will taken in to account and the payment will be made on pro- rata basis.	
2.13	The supplier / vendor has to supply the Forklift trucks with in 15 day from the date of LOI.	
2.14	The work covered by this contract should be done under the contractor's direct supervision and should not be sub-contracted at any time. The contractor should deploy one supervisor at BHEL for proper supervision of operation and maintenance of trucks.	
2.15	The contractor should engage required nos.of drivers for operations of the trucks without bottlenecks. Necessary safety precautions to be adopted by the drivers while operating the trucks in the shop floors and factory premises.	
2.16	Any damage to BHEL materials / properties due to improper operations of trucks and faulty handling by the contractor's men will have to be rectified by the contractor to the satisfaction of BHEL. Failing which will be executed by BHEL at the contractor's risk and cost.	
2.17	In case the contractor fails to supply the forklift trucks ordered quantity as per the contractual obligation, BHEL reserves the right to get the same done at the contractor's risk and cost by engaging another agency or by departmentally, apart from recovery of actual, penalty towards non placement of truck at Rs.500/- per day per truck will be imposed.	
2.18	BHEL Security and Safety Regulations should be observed by the vendor/suppliers when their men/vehicles engaged in the work under this contract and the vehicle and man power used shall comply the statutory requirements.	
2. 19	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.	

2.20	All safety equipment necessary for the work shall be arranged by the contractor at his cost. If the contractor's workmen are found violate the safety regulations, punitive action will be taken by withholding a sum of up to Rs. 500/- for each violation.	
2.21	Drivers should be paid as per the govt.fixed minimum salary.	
2.22	Driver should possess valid driving LMV licence.	
2.23	Driver should have minimum 1 years driving experience.	
2.24	Driver should wear neat Dark blue Pant and light blue Shirt , shoes during the duty hours.	
2.25	Driver should not wear casual dress and footwear.	
2.26	Driver should not be changed frequently unless warranted. Otherwise prior intimation should be given to BHEL.	
2.27	Driver should adhere to the instructions given by Supervisor-in-charge.	
2.28	Drivers should be sincere and maintain good discipline while on duty and should meet out the requirements of BHEL satisfactorily without any complaint. Any indiscipline/ misbehaviour / compalint on the driver will warrant change of driver.	
2.29	The drivers 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.	
2.30	The contractor is required to cover their employees/ labourers under PF & ESI.	
2.31	The Contractor has to have his own PF and ESI Codes and comply with the relevant Acts.	
2.32	The Minimum Wages as prescribed by the State Government from time to time should be paid to the contract Workers and the Wage and Attendance Registers should be produced to Welfare Section every month.	
2.33	Forklifts Trucks will be operated in single shift or Two shift based on our requirements.	
2.34	<p>The Timing of the Shifts will be as follows:</p> <p>I-Shift 08.00 Hrs - 12.00 Hrs & 12.30 Hrs to 16.30Hrs (30 miniuts lunch time)</p> <p>II-Shift 16.30Hrs to 20.30 Hrs & 21.00Hrs to 01.00Hrs (30 miniuts lunch time)</p> <p>Lunch time will not be counted as working time.</p> <p>Working hour per shift is 8 Hrs only</p>	

2.35	The forklift driver should report to Transport pooling oncharge before 07.40 Hrs to get the log-sheet and allotment and close the log-sheet after 16.30 Hrs in single shift operation.For double shift operation the second shift driver should report Transport pooling in-charge before 16.10 Hrs to get the log-sheet and allotment and close the log-sheet after 01.00 Hrs.The driver should obtain the user signature in the log sheet for every shift without fail.	
2.36	For engaging the forklift truck beyond 8.00 hrs. extra payment will be made on prorata basis.	
2.37	For claiming extra hours, fraction hours less than 30 minutes will be ignored and for more than 30 minutes will be treated as One Hour.	
2.38	The rates quoted should be FIRM through out the period of the contract.	
2.39	The duration of this contract is ONE Year from the date of work Order.	
2.40	The rate quoted should be exclusive of all taxes and duties levied both by Central and State Government authorities. Tax and Service Tax as per the Government Norms.	
2.41	BILLS: The log-book for day-to-day work executed during 8 hours in both the shifts /extra hours schedule 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 Forklift truck as per the contract to enable M&S/TRANSPORT to forward the bill for payment to Accounts Department after verification.	
2.42	BHEL reserve the right to increase or decrease the tendered quantity and split the tendered quantity among more than one vendor/supplier and place orders accordingly in any portion ,based on the requirement and suppliers capability in terms of delivery and quantity.	
2.43	Hiring charges shall be paid on monthly basis on completion of work and on production of necessary invoices/bills duly certified by the Engineer/In-charge.	

SECTION - V		
GENERAL TERMS & CONDITIONS OF CONTRACT		
SL.No.	REQUIREMENTS	BIDDER'S RESPONSE
3.1	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 SM/M&S/PLNG., to supervise the work or part of the work.	
e	"Approved" and "Directed" means, the approval or direction of SM/M&S/PLNG., 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 SM/M&S/PLNG 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	DEVIATIONS:- The contractor shall not carry out any work not covered by schedule except in pursuance of the written instructions of SM/PLNG/M&S ,. No such work shall be valid unless the same has been specifically confirmed and accepted by BHEL in writing and incorporated in the Contract.	
4	Service Tax and Income Tax levied by the Central Government authorities should be borne by the contractor. The Service Tax will be reimbursed by BHEL as per Government Norms against the payment of Service Tax.	
5	PLANT AND EQUIPMENT:- The Contractor shall at his own expense, supply all tools plant and equipment (Herein after referred to as T&P) required for the execution of the contract.	
6	ASSIGNMENT OF TRANSFER OF CONTRACT:- The Contractor shall not without the prior written approval of the BHEL, assign or transfer the contract or any part thereof, or any share, or interest thereon to any other persons. No sum of money which may become payable under the contract shall be payable to any person, other than the contractor unless the prior written approval of the BHEL to the assignment or transfer of such money is given.	
7	SUB-CONTRACT :- The Contractor shall not sub-let any portion of the contract without the prior written approval of the BHEL .	
8	COMPLIANCE TO REGULATIONS AND 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	
9	SECURITY DEPOSIT: --	
a	<p>Security Deposit should be paid by the contractor. Security Deposit shall be collected from the successful tenderer as per BHEL Works Policy</p> <p>Upto Rs.10 Lakhs : 10%</p> <p>Above Rs.10 lakhs up to Rs.50 Lakhs :1 Lakh + 7.5% of the amount exceeding Rs.10 Lakhs</p> <p>Above Rs.50 Lakhs : 4 Lakhs + 5% of the amount exceeding Rs.50 Lakhs</p> <p>The Security Deposit shall be collected before start of the Work.</p>	

b	Security Deposit should be remitted only in the form of DD in favour of BHEL Trichy, payable at SBI Kailasapuram, Trichy-14	
c	Securities available Post Offices such as National Saving certificates, Kisan Vikas Patra etc. (Certificates should be held in the name of the contractor furnishing the security and duly pledged in favour of BHEL Trichy and discharged on the back)	
d	Bank guarantee from Nationalised, Scheduled Banks/Public Financial Institution as defined in the companies act such as subject to the maximum of 50% of the total security deposit value. The balance 50% has to be remitted either by cash or in the other form of security. The Bank guarantee format should have the approval of the BHEL.	
e	Fixed Deposit receipt issued by scheduled Banks/ Public Financial Institution has defined companies act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.	
f	Security Deposit shall also be recovered at the rate of 10% from the running Bills. However, in such cases <u>at least 50% of the Security Deposit should be remitted before the starting of the work and the balance 50% will be recovered from the running bills.</u>	
g	EMD of the successful tenderer shall be converted and adjusted against the Security Deposit. The security deposit shall not carry any interest.	
h	The Earnest Money paid at the time of tender will be adjusted as part of the Security Deposit and the balance amount will be recovered by deduction from the running bills of the contractor at the rates mentioned above.	
i	Security Deposit shall not be refunded except in accordance with the terms of Security Bond or Agreement. 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.	
j	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	
k	REFUND OF SECURITY DEPOSIT:- The Security Deposit mentioned above may be refunded to the Contractor after 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	

10.a	CONTRACTOR'S SUPERVISION:- The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to the SM/M&S/PLNG 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 SM/M&S/PLNG or the OFFICER-INCHARGE, to receive instructions	
10.b	The SM/M&S/PLNG, 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	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	
12	DAMAGE & LOSS TO PRIVATE PROPERTY & INJURY TO WORKMEN :- The Contractor shall at his own expense reinstate and make good to the satisfaction of the SM/M&S/PLNG., 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	
13	LAWS GOVERNING THE CONTRACT:- The contract shall be governed by the Indian Laws for time being in force.	
14	CANCELLATION OF CONTRACT FOR CORRUPT ACTS:- BHEL , whose decision shall be final and conclusive, shall without prejudice to any other right or remedy which shall have accrued shall accrue thereafter to BHEL cancel the contract in any of the following cases and the Contractor shall be liable to make payment to BHEL for any loss or damage resulting from any such cancellation to the same extend as provided in the case of cancellation for default	
	If the Contractor shall :-	

(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.	
15	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 SM/M&S/PLNG 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 SM/M&S/PLNG., or the same shall be recovered from the Contractor by other means	
(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 SM/M&S/PLNG., whose decision shall be final and conclusive.	
16	CANCELLATION OF CONTRACT IN PART OF FULL FOR CONTRACATOR'S DEFAULT:	
(a)	If the Contractor makes default in carrying out the work as directed and continues in that state after a reasonable notice from SM/M&S/PLNG, 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 SM/M&S/PLNG., which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL. If the cost exceeds the money due to the Contractor under this contract the Contractor shall either pay the excess amount ordered by SM/M&S/PLNG 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 SM/M&S/PLNG, whose decision shall be final and conclusive.	

17	<p>TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR. :-</p> <p>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.</p>	
18	<p>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 SM/M&S/PLNG., 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.</p>	
19	<p>SUBMISSION OF BILLS BY CONTRACTOR:- No advance payment will be made. The Contractor at the end of each month shall submit a bill in triplicate detailing the work done during the month supported by the requisitions issued from time to time.</p>	
20	<p>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.</p>	
21	<p>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.</p>	
22	<p>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 SM/M&S/PLNG, 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 Officers 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.</p>	

23	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.	
24	EMD by the Tenderer will be forfeited as per Tender Documents if: i) After opening the tender, the tenderer revokes his tender within the validity period or increases his earlier quoted rates. ii) The tenderer does not commence the work within the period as per LOI / Contract.	

PART-II
RATE SCHEDULE

Name of work: Operation of VOLTAS / GODREJ / DOOSAN / MACNEILL / ACE make Diesel Forklift Truck of 3Ton capacity on hire basis with the operator and diesel for a period of ONE year for BHEL, Trichy complex.

Sl. No.	Description	Unit	Rate Rupees in words
1.1	Rate for operating 3 Ton Diesel forklift truck with operator . working for 8.00 hrs per day on SINGLE SHIFT Timing - 08.00 TO 16.30Hrs.	Rate per truck/day	
1.2	Rate for Diesel operating truck beyond Single shift 8 hrs per hour	Rate per hour	<u>1/8 of SL NO.1.1</u>
2.1	Rate for operating 3 Ton Diesel forklift truck with operator, working for 8.00 hrs per day on TWO SHIFT Timing - 1 st shift 08.00 A.M to 16.30 P.M 2 nd shft 17.00 P.M to 01.00 A.M	Rate per truck/day	
2.2	Rate for operating truck beyond TWO shift per hour	Rate per hour	<u>1/16 of Sl.no.2.1.</u>

Note: The year of manufacturing of Forklifts Trucks of the above makes shall not be later than 2010 and should be in good working condition.

Conditions: --

Lowest rate will be arrived as follows: --

1. Rate for Sl no1.1 &Sl.no 1.2 will be considered for single shift operation for 25 days / month.
2. Rate for Sl.no 2.1 & 2.2 will be considered for TWO shift operation for 25 days / month.
3. Bidders shall quote rates separately for Single shift & TWO shift. Order will be placed on respective L1 rate.