



An ISO 9001
Company

Bharat Heavy Electricals Limited

(High Pressure Boiler Plant)

Tiruchirappalli – 620014, TAMIL NADU, INDIA

MATERIALS MANAGEMENT

TITLE CONTRACT FOR ACTIVITY BASED FUNCTIONS IN OUTSOURCING DEPARTMENT	Phone:+91 431 2574250 Fax :+91 431 2520517 Email : kamalam@bheltry.co.in
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	Reference Number: Enquiry OS/ADMN/2012-2013	Enquiry Date: 06.04.2012	Due date for submission of quotation: 24.04.2012
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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

BHEL/Trichy is looking for empanelment of new contractors for “ACTIVITY BASED FUNCTIONS IN OUTSOURCING DEPARTMENT”

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 “OS/ADMN/2012-2013”

Tenders should reach us before 14:00 hours on the due date Technical 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 Bharat Heavy Electricals Limited S Kamalam ADO/ADMN/OS
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OS/ADMN
BHEL TIRUCHIRAPALLI

ENQUIRY NO: OS / ADMN /2012-2013

DATED: 06.04.2012

M/s.

Two part tender inviting price bids for activity based functions in outsourcing department for the period of twelve months for the year 2012-13.

TENDER OPENING DATE: **24.04.2012 AT 14.30 HRS.**

Gentlemen,

Sub: *Notice inviting tender for activity based functions in outsourcing department for the period of twelve months for the year 2012-13.*

TENDER ENQUIRY

We have pleasure in sending this Tender Enquiry. Please submit your most competitive offer for the above subject scope of work, taking care of all the terms & conditions stipulated herein:

- | | | |
|-------------------------|---|--|
| 1) SCOPE OF WORK | : | As per the "NARRATIVE DESCRIPTION OF WORK" given in this tender |
| 2) DURATION OF CONTRACT | : | Twelve months from the date of Starting of Work
(The quantity given in annexure is for one month and one year on activity basis.) |
| 3) EMD | : | Rs.60,000/- |

EMD shall be submitted by the tenderer in any one of the following forms:-

- (A) Cash (as permissible under Income Tax Act) shall be paid in BHEL cash office and the Cash receipt (CR) shall be enclosed along with the tender.
- (B) Pay Order/Demand Draft drawn in favour of Bharat Heavy Electricals Limited/Trichy-14 (Payable at Trichy)

TENDER SUBMITTED WITHOUT EMD IS LIABLE FOR REJECTION

- | | | |
|---------------------|---|---------------|
| 4) SECURITY DEPOSIT | : | As applicable |
|---------------------|---|---------------|

Security Deposit shall be collected from the successful tenderer before start of the work in any one of the following forms:

- (A) Cash (as permissible under Income Tax Act) shall be paid in BHEL cash office and the Cash receipt (CR) shall be enclosed along with the tender.
- (B) Demand Draft drawn in favour of Bharat Heavy Electricals Limited/Trichy-14 (Payable at Trichy).

1. SPECIAL INSTRUCTIONS

- i. All the above documents shall be duly signed and sealed in all pages and placed in a common **Sealed cover** duly **superscripting the cover “Tender submitted for”,** Tender Number “& “Date of opening” and submitted.
- ii. Tenderer should furnish the RATE in the enclosed tender “WORK / RATE SCHEDULE” and shall be duly signed and sealed in all pages and placed in a separate **sealed cover** duly **superscripting the cover “PRICE BID”** and submitted.
- iii. The Demand Draft/Cash Receipt towards **EMD** should be submitted in a separate cover duly **superscripting the cover “EMD” and submitted.**
- iv. **Totally there will be 2 Separate sealed covers. One cover for EMD and one cover for Price Bid duly signed and sealed in all pages.**
- v. All the above 2 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.**
- vi. **Any deviation to this tender terms & condition and schedules of this tender will lead to total rejection of the offer submitted**
- vii. LATE and incomplete offers will become liable for rejection.

2. **IMPORTANT POINTS TO BE TAKEN CARE OF WHILE SUBMITTING OFFER**

- i. **Before submitting the quotation, the tenderers are advised to contact the undersigned and visit the Working Area (Outsourcing Department, Building 79, BHEL/Trichy-14) in order to ascertain the nature of work for getting thorough knowledge of the work involved.**
- ii. 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
- iii. 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
- iv. 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.
- v. Rates should be quoted as per the Work / Rate schedule. Rates quoted in any other form will not be accepted and will be rejected.
- vi. 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 whichever is lower will be taken as final.
- vii. 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.
- viii. If a tenderer deliberately gives wrong information in his tender or creates conditions favourable for the

acceptance of his tender, BHEL RESERVES THE RIGHT TO REJECT SUCH TENDER AT ANY STAGE.

- ix. Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
- x. 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.
- xi. If a tenderer withdraws his offer after submission of his tender or after acceptance of his tender, fails to start the work in accordance with the instructions of BHEL, the Earnest Money Deposited by him shall be forfeited and the acceptance given by BHEL for his tender shall be withdrawn.
- xii. 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 rescinded.
- xiii. The tender schedule and the tender shall be deemed to form an integral part of the contract to be entered into for this work. When the contract is awarded to successful tenderer, the tender conditions will be part and parcel of the contract.

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

Thanking you,

Yours faithfully

For Bharat Heavy Electricals Ltd.

S KAMALAM

ADO / ADMN / OS

Bharat Heavy Electricals Limited,
High Pressure Boiler Plant
Tiruchirapalli -620014.

1. **INSTRUCTION TO THE TENDERERS**

1. Rates quoted shall be FIRM throughout the currency of the Contract
2. Tender submitted should be in sealed cover, super scribed with tender number and addressed to AGM / ACF, ADMN & MM (OS), BHEL Tiruchirappalli-620 014. Tenders will be received up to 14.30 Hrs as per the schedule of tender notice and will be opened in the presence of those who may be chosen to attend the tender opening.
3. Tender submitted by post should be sent superscripting “**Register Post with Acknowledgement Due**”. These should be posted with due allowance for any delay in postal delay. Tender received after due date and time of opening tenders are liable to be rejected.
4. Rate per each activity of work should be quoted in Rupees only. In case of any difference in rate quote in figures and words, the lower of the two rates will be taken as the tendered rate.
5. The quoted rate should be exclusive of Service Tax and inclusive of any taxes and duties levied or to be levied both by Central and State Government Statutory / regulatory authorities from time to time.. BHEL will not entertain any claim whatsoever in this regards.
6. The successful tenderer will have to render all necessary co-operation to BHEL and other agencies working in the same area, to ensure the smooth functioning of logistics operation.
7. The contractor’s responsibility under this contract shall come from the date of receipt of the order of acceptance of the contract and Placement of resources shall be within One week from date of LOI/PO.
8. If after opening the tender, the tenderer revoke his tender to increase his earlier quoted rate or after acceptance of his tender does not commence the work in accordance with the instruction of AGM / ACF, ADMN & MM (OS), the earnest money deposited by him, will be forfeited and acceptance of his tender withdrawn.
9. The earnest money deposit prescribed for this activity based work should be submitted along with the offer and the demand draft should be towards in favors of BHEL, Trichy-14. Alternatively the tenderers can set Cash receipt after remitting Cash at BHEL, Trichy Cash Office.
10. Canvassing in any form in connection with the tenders is strictly prohibited and the tender submitted by the contractors who resorts to canvassing will be liable to rejection.
11. Quantities shown in attached schedule for activity basis are only approximate and are liable for variation without entitling the contractor any compensation provided the total value of the contract does not vary by more than 20% (twenty percent).
12. In quoting their rates on activity basis, the tenderers are advised to take into account for all factors including any fluctuation in the market rates etc. No claim will be entertained on this account after acceptance of the tender during the currency of contract.
13. The rate quoted in the tender shall remain valid for a period of three months from the date of opening the tenders by which time the award of contract will be decided, once the contract is awarded the rate quoted by the successful tender in his tender as accepted shall be valid and billing till the entire work is complete and final bill is paid.
14. AGM / ACF, ADMN & MM (OS), receives all the right to reject any or all the tenders received or accept any tender or part thereof without assigning any reason therefore.
15. The expenses for completing and stamping the agreement shall be borne by the contractor.
16. These “instruction to tenders” shall be deemed to form an integral part of the contract to be entered into with the successful tenderer.

2. SPECIAL CONDITIONS

01. BHEL reserves the right to increase or decrease the tendered quantity and split the tendered quantity among more than one tenderer and place orders accordingly in any proportion, based on commitment, requirement and suppliers' capability in terms of delivery and quality.
02. Lowest prices received against BHEL tenders need not be the technically acceptable one and in that case BHEL reserves right not to consider the same.
03. To the extent possible BHEL would avoid negotiation if competitive and reasonable rates are obtained in the tender.
04. In case negotiation if found necessary BHEL reserves the right to restrict / select contractors based on the merits for the negotiations.
05. BHEL reserves the right to negotiate or refloat the tender opened if l.l price is not the lowest acceptable price to them inter-alia other reasons.
06. If a ring formation is suspected, BHEL may reject all offers or retender or call new sources who have not been contacted or responded against this tender.
07. Sources contacted in this tender does not automatically qualify for consideration just because they are found to be lowest in the tender. BHEL reserves the right to reject any offers without assigning any reason.
08. In the event of awarding of work, the performance of the tenderer of contract will be monitored for all categories of work and BHEL reserves the right to initiate suitable action including suspension / foreclosure / termination of the contract.
09. BHEL reserves the right to accept or reject the lowest or any other tender or accept or reject any part of such tender without assigning any reasons therefore. The contract may be awarded to one or more contractors, either in full or part.price to BHEL.
10. Person to be engaged should have a minimum qualification of Diploma with computer literacy or 10+2 with computer literacy and he/she should be fluent in Tamil and English.
11. Rate quoting for all the category of work is mandatory. Partial offers will be rejected.
12. Lower bidder will be decided on the basis of the total (sum of {rates multiplied by the respected Quantities}) quoted for the above scope.
13. The contract will be awarded to overall L1 tenderer.
14. As per statutory norms, the 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 :

Unskilled	-	Rs.2000/-
Semiskilled	-	Rs.2300/-
Skilled	-	Rs. 2500/-

The additional amount will attract statutory payments such as PF, ESI, etc.

3. REQUIREMENTS

Statutory requirements

(a) All statutory requirements under

- ★ The Contract labour act (regulation and abolition) 1970 and the related Tamil Nadu Rules.
- ★ The Minimum Wages Act,1948 and the related Tamil Nadu Rules,
- ★ The payment of wages Act 1936 and the related Tamil Nadu Rules,
- ★ The Factories Act 1948 and the related Tamil Nadu Rules,
- ★ The Workmen Compensation Act 1923,
- ★ Employees Provident Fund and Miscellaneous Provisions Act 1952,
- ★ Payment of Gratuity Act 1972,
- ★ Employee State Insurance Act 1948,
- ★ Payment of Bonus Act 1965, I
- ★ 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 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.

Registration of licence

1. Every contractor shall register his/her name with the welfare section of BHEL before taking up the work awarded to him by giving the following information and getting a CODE number.
- A. The name of the contractor
 - B. Nature of the contract work.
 - C. Number of maximum labour employed by him on any one day.
 - E. Licence. No. & Date (applicable in case of contractors employing 20 and more workers).
 - F. whether enrolled for PF, ESI, etc., and enrolment no.

This information is called for, for the purpose of informing the inspector of factories whenever they call for information regarding contracts.

The contractor employing 20 or more workmen is required to obtain licence from the authorities (The Deputy Chief Inspector of Factories/ Assistant Commissioner of Labours as the case may be) the licence shall be amend or renewed whatever the increase in workmen employed by him or event in the contract being extended or renewed. The contract shall inform the licence number to the BHEL management before taking up the work.

Wages

1. The contractor shall pay wages to the workmen employed by him at the rate in which shall not be less than the minimum wage applicable under the law from time to time. A certificate of payment shall be furnished in duplicate by the contractor to the Engineer-in charge each in form (the form will be prescribed as per the format, later).
2. The contractor shall fix the wage period in respect of which wages shall be payable. No wage period shall not exceed one month.
3. The contractor shall ensure payment of wages to the labours employed by him within three days from the end of wage period in case the wage period is one week or a fortnight and in all other cases before 10th of the following month.

4. All payments of wages shall be made on working days at the work site and during the working time and on date notified in advance. In case the work is completed before the expiry of wage period final payment shall be made within the 48 hours of the last working day.
5. Whenever the employment of worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of second working day from the day on which the employment is terminated.
6. Wages due to every labour shall be paid to him direct or to the person authorized by him in the behalf. All the wages shall be paid in the current coin or currency or both.
7. The contractor shall ensure the distribution of wages in the presence of such authorised representative of BHEL management. And authorized officer or representative of BHEL management shall verify by the above payment with the following certificate on the payment sheet “certified that the amount shown on the column number has been paid to the workmen concerned in my presence on at.

Registers And Records

- a) The contractor shall be maintaining the following documents/ formats under contract labour (regulation and abolition) act 1970 and Tamil Nadu Rules.
 - a. Register of person employed by the contractor.
 - b. Employment card.
 - c. Service certificate.
 - d. Muster roll, wage register, deduction register, wage slip.
 - e. Register of fine, register of advance.
- b) The contractor shall without fail give the up to date attendance information in writing for the employees employed by him.
- c) The contractor shall ensure that his labour keeps and produce their employment card when coming to duty and take them back when leaving duty
- d) All the above registers and record shall be preserved originals for a period of three years. all the registers, record and notice maintained under the act and rules shall be produced on demand by inspector or any authority under the act.

General

- A. The contractor shall ensure that his workmen vacate the premises after the shift is over.
- B. No woman worker shall be required or allowed to work in the factory except between 6.00 am to 07.00 pm
- C. The contractor shall give four paid national holidays to his workers VIZ 26th January, 1st may, 15th august and 2nd October.
- D. The contract shall comply with the provision relating to welfare and health facility as provided in the contract labour (Regulation and Abolition) act 1970 read with Tamil Nadu labour rules 1975

4. SAFETY CONDITIONS

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 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 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. The contractor shall provide all safety devices and personal protective equipment to his labours at his own cost and shall ensure that his workmen wear/use such devices of equipment provided to them while doing the work and there should not be any relaxation on this.

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.

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 insured covered should be for the entire period of contract. The contract shall comply with the provisions of the workmen compensation act 1923 (This should be read in conjunction with the provisions of ESI Act).

Notwithstanding anything contrary to think in the event of accident the contractor shall require to fill injury report and submit it the Engineer- in charge immediately and ensure the complains of ESI/workmen Act, Factory Act and rules made by there under . he shall also maintain a register of accident as per the act.

5. WELFARE CONDITIONS OF LABOURS

1. 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. 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.
7. 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.
8. 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.
9. He has to have his own PF and ESI Codes and comply with the relevant Acts.
10. 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.
11. 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.
12. Minimum Bonus must be given to the workers as per Payment of Bonus Act 1965, I. This value can be taken care while quoting the rates.
13. 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.

6. **EARNEST MONEY DEPOSIT:-**

(a) Earnest Money Deposit of Rs. 60,000 should be paid by the contractor while submitting the offers.

(b) You may furnish the E.M.D. in any one of the following forms:

- i. Cash (as permissible under Income Tax Act) shall be paid in BHEL cash office and the Cash receipt (CR) shall be enclosed along with the tender.
- ii. Demand Draft drawn in favour of Bharat Heavy Electricals Limited/Trichy-14 (Payable at Trichy).

The Earnest Money deposit shall not carry any interest.

7. SECURITY DEPOSIT

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

Up to Rs.10 Lakhs	: 10% of Contract Value
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.

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

- i) Cash (as permissible under the Income Tax Act)
- ii) Demand Draft in favour of BHEL Trichy -14.

vi) 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

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

8. GENERAL

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

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

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.

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 ADO / ADMN / OS.

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.

PAYMENT OF BILLS:- All payments 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 the Administration Office of Outsourcing dept.

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.

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.

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 AGM/ OS 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 / OS 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 AGM /OS, whose decision shall be final and conclusive.

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 / OS 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 / OS, 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 AGM / OS 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 / OS, whose decision shall be final and conclusive.

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.

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 / OS 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.

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.

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.

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.