

BHARAT HEAVY ELECTRICALS LIMITED

(A Government of India Undertaking)

Unit : TIRUVERUMBUR, BOILER PROJECT, P.O.

TIRUCHIRAPALLI - 620 014.

TRANSPORT DEPARTMENT

NOTICE INVITING TENDER

TENDER NOTICE NO.BHE/TPT/SHOVEL /004/2010-11

01. Name of work : Hiring a shovel (Front End Loader) for coal and coal dust handling at Gas Plant. HPBP/BHEL Unit, Tiruchirapalli. (FOR ONE YEAR)
02. No. of shovel required : ONE (JCB or ACE make) registered in 2008 or later years
03. Tender No. : **BHE/TPT/SHOVEL/004/10-11**
04. Earnest Money Deposit : **Rs.60,000/-(Rupees sixty thousand only)**
(EMD in the form of DD drawn in any one of the Nationalised Banks in favour of BHEL/TIRUCHIRAPPALLI)
Payable at Trichy.
(EMD will be returned to the unsuccessful bidders)
05. Contract period : **ONE YEAR**
(From the date of commencement of the work)
06. Last Date for Receipt of Tender : **16.03.2011 - 14.00 hrs**
07. Date of Tender Opening : **16.03. 2011 -14.30 hrs**
(Technical Bid only will be opened on that day)

ISSUING OFFICER

07. SPECIAL INSTRUCTIONS:

- (a) This Tender is subject to 1).General Terms & Conditions, 2).Special Conditions related to work 3).Special Conditions related to Tender 4).Welfare conditions, and 5) General Terms & Conditions of contract.
- (b) Bidder should furnish the RATE in the enclosed tender "WORK / RATE SCHEDULE" and furnish all the details asked in the tender schedule and submitted.
- (c) The "WORK / RATE SCHEDULE" shall be duly signed and stamped in the page and placed in a common cover duly **superscripting the cover "PRICE BID"** and submitted full in token of the acceptance of the same
- (d) The Demand Draft towards **EMD** should be submitted in a separate cover duly **superscripting the cover "EMD"**.
- (e) **Totally there will be 3 Separate covers.**
 - 1. **TECHNICAL BID**
 - 2. **EMD**
 - 3. **PRICE BID**

(All the above 3 covers put into a large single cover)
- (f) 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.
- (g) Any deviation to this tender terms & condition and schedules of this tender will leads to total rejection of the offer submitted
- (h) **The Part-I - Technical & un-priced commercial bid alone will be opened on the tender opening date.**
- (i) **The Part-II - Price bid of technically suitable bidders alone will be opened. The technically suitable bidders will 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.**
- (j) BELATED and incomplete offers will become liable for rejection.

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

- (a) 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
- (b) Conditional and late tenders, tenders containing prima-facie absurd rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions herein contained and the tenders not in original ARE LIABLE TO BE REJECTED
- (c) All entries in the tender documents should be in one ink. Erasures and overwriting are not permitted. All cancellations and insertions should be duly attested by the bidders concerned.
- (d) Rates should be quoted as per the Work / Rate schedule. Rates quoted in any other form will not be accepted and will be rejected.
- (e) Unit rates should be quoted in figures as well as in words for all the items shown in the attached schedule. Wherever there is a difference in the two, the rates in words will be taken as final.
- (f) The tender must be signed separately and legibly by Partner /Director of the Firm or by the person holding the Power of Attorney on behalf of the Firm concerned. In the latter case, a copy of Power of Attorney, duly attested by a Notary Public must accompany the tender.
- (g) If a bidder deliberately gives wrong information in his tender or creates conditions favorable for the acceptance of his tender, the BHEL RESERVES THE RIGHT TO REJECT SUCH TENDER AT ANY STAGE.
- (h) Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
- (i) Canvassing in any form in connection with tenders is strictly prohibited and the tenders submitted by the Contractors who resort to canvassing will be liable for rejection.

(j) If a bidder 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.

(k) 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.

(l) The tender schedule and the tender shall be deemed to form an integral part of the contract to be entered into for this work.

(m) **The bidder should sign in all pages of documents.**

(n) Submission of tenders by hard copy only.

PART –I
SECTION-A

QUALIFYING CRITERIA

The bidders should have compulsorily meet the following requirements to get qualified for consideration of the technical offer for the supply of Shovel (Front End Loader) on hire basis.

	PARTICULARS	VENDOR'S RESPONSE
01	The bidder should have a minimum of 2 years experience in operation of shovel/front end loader on hire basis. Necessary documentary proof (like order copy, certificate issued by the users) to be enclosed.	
1.1	Contact details of users by whom certificates issued : i) Contact person ii) Phone No., mail, Fax details	
02	The bidder should have at least ONE shovel of 2008 or later registration in their name (either in the name of Company or partners) for which documents proof to be enclosed.	
03	BHEL reserves the right to verify the information provided by bidder. In case the information provided by the bidder is found to be false/incorrect, the offer shall be rejected.	
04	Name of person to contact with phone numbers if any clarification is sought.	

Date :

Signature of the bidder with

Place :

seal & full address

GENERAL TERMS & CONDITIONS

- 1) **We require ONE JCB or ACE make Shovel registered in the year 2008 or later years. The rates quoted should be FIRM throughout the period of the contract.**
- 2) The duration of this contract is ONE Year from the date of placement of order for SHOVEL.
- 3) Coal/coal dust handling at gas plant at HPBP/BHEL Complex Trichy.
- 4) **The operation of shovel will be on 365 days including all Sundays and Holidays on average working hours 10-12 hours/day.**
- 5) Quantum of coal & coal dust handling will be approximately 120 Ton/day in 3 shift operation. Coal and dust handling in Tonnage will be certified by shift in-charge in Gas Plant.
- 6) Timing of operation will be as follows:
06.00 A.M to 06.00 A.M
- 7) TWO DRIVERS SHOULD BE ENGAGED FOR 24.00 HOURS OPERATION AS PER THE INDUSTRIAL LABOUR ACT. DRIVER SHOULD BE CHANGED EVERY 12.00 HOURS.
- 8) Non availability of SHOVEL due to repair/maintenance works up to a period of 8 hrs per month is permissible. However for non-availability of shovel, deduction from payment will be made.
- 9) BHEL reserves the right to cancel the tender without assigning any reason.
- 10) Drivers should be paid based on Tamilnadu Govt. minimum wage Act.

Date:

Signature of the bidder

Place:

with seal & full address

SPECIAL CONDITIONS RELATED TO WORK

01. SCOPE : Hiring of shovel (Front End Loader) for coal/dust handling at BHEL complex at Trichy for ONE YEAR.
02. RATE : There will be no rate compensation on account of any increase or decrease of diesel price or any other spares parts and onsumables during the tenure of the Contract.
03. The Rate quoted by the Contractor shall be FIRM throughout the tenure of the Contract.
04. The rate quoted should be exclusive of any taxes and duties levied or to be levied both by Central and State Government authorities. Such levies should be borne by the Contractor.
05. **Service Tax as per Government norms will be allowed to be reimbursed. Proof for remittance of Service tax to the Government should be produced once in Six months.**
06. **BILLS:** The log-book for day-to-day work executed during the operation 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 shovel as per the contract to enable M&S/TRANSPORT to forward the bill for payment to Accounts Department after verification.
07. **Taxes, Duties as well as ESI & PF if any, recovered from the bills at sources will not be paid by BHEL.**
08. The contractor's responsibility under this contract shall commence from the date of award of contract/work.
09. The contractor should engage his drivers in sufficient number as required for operations and equip himself depending on the nature of the operations with whatever personal protective equipment necessary for the safety of the individual as applicable by statutory requirement such as Factories Act, Motor Vehicle Act etc. Mask will be supplied by BHEL for dust protection during the working hours.
10. **The contractor will have to work for 24.00 Hours as directed by Gas Plant Shift in-charge and during the shift hours the crew of vehicle shall remain near the vehicle or office.**

11. Any damage to BHEL materials due to rough and faulty handling by the contractor's men will have to be made good by the contractor to BHEL. Similarly if any damage caused to BHEL equipments/installation, property of third party in the course of work by the contractor's men, the same shall be made good by the contractor.
12. In case the contractor fails to operate the contract or comply with any of 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 a penalty towards non placement of vehicle at Rs.500/- per day per vehicle.
13. While transporting the loads it should be ensured by the contractor that loading and lashing are proper as per safety standards established by BHEL, so as not to cause safety hazards.
14. BHEL Security and Safety Regulations should be observed by the contractor when their men/vehicles engaged in the work under this contract and the vehicle and man power used shall comply the statutory requirements.
15. The drivers should have valid driving licence.
16. The drivers/cleaners 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.
17. **The contractor is required to cover their employees/ labours by suitable Insurance Scheme (like Janata Insurance) against risk over and above PF & ESI. The Policy taken by them should be produced to BHEL authorities.**
18. The work should be carried out as per instructions of supervisor concerned and prior permission should be obtained from the concerned BHEL's Supervisor and executing section before starting the work and report to the other supervisor after completion at unloading point
19. It should be ensured that the contract workers do not smoke, carrying matches, lighters, spark producing devices or keep naked flame near Gas-line, valves and any other equipments connected with the Gas distribution system or in areas with explosion/fire hazards and they shall not cook food with stove etc.
20. All necessary personal protective equipment such as shoes, gloves, helmet etc. considered adequate by the Officer in-charge / Safety Dept. shall be made available by the contractor for the use of persons employed on the site and maintained in a condition suitable for immediate use. The contractor shall take

adequate steps to ensure proper use of equipment by those concerned. All safety equipment necessary for the work shall be arranged by the contractor at his cost.

21. 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.
22. Security and safety regulations of BHEL should be observed and learnt while in BHEL complex. Ignorance of such regulations will not be accepted as an excuse.
23. Any notice, direction or instruction to be given under the Contract shall be in writing and delivered by hand, post, facsimile or e-.mail to the Contractor.
24. BHEL shall not be responsible for any consequences arising out of non-intimation of change of address and the contractor should update the address as and when there is a change.
25. The General and Special conditions of Contract are complementary to each other and where they are conflict, the decision of BHEL is final. The tender notice containing various instructions and conditions shall also form a part of the contract.

Place

Date:

Signature of the bidder
with seal & full address

SPECIAL CONDITIONS RELATED TO TENDER

- (i) BHEL reserves the right to increase the tendered quantity and split the tendered quantity among more than one bidder and place orders accordingly in any proportion, based on commitment, requirement and suppliers' capability in terms of delivery and quality.
- (ii) 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.
- (iii) To the extent possible BHEL would avoid negotiation if competitive and reasonable rates are obtained in the tender.
- (iv) In case negotiation is found necessary BHEL reserves the right to restrict / select contractors based on the merits for the negotiations.
- (v) BHEL reserves the right to negotiate or re-float the tender opened if L1 price is not the lowest acceptable price to them inter-alia .
- (vi) If a ring formation is suspected, BHEL may reject all offers or re-tender or call new sources who have not been contacted or responded against this tender.
- (vii) 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.
- (viii) In the event of awarding of work, the performance of the bidder 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.**
- (ix) 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.

place
date:

signature of the tenderer
with seal & full address

CONDITIONS RELATED TO THE WELFARE 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. **He has to have his own PF and ESI Codes and comply with the relevant Acts. The contractor is required to cover their employees/drivers by suitable Insurance Scheme (like Janata Insurance) against risk. The Policy taken by them should be produced to BHEL authorities.**
3. The Contract workers should be fully aware of safety measures and observe all safety precautions during work. The contractor should also make his own arrangements to provide requisite safety devices to the workers, based on the nature of work. Any accident/incident occurring to his workers in Company's premises should be reported in writing by the Contractor to Safety, Welfare and Line Executive concerned.

Date:

Place:
address

Signature of the bidder

with seal & full

PART-II - "PRICE BID"
"WORK / RATE SCHEDULE"

TENDER No. BHE/TPT/SHOVEL/004/10-11

Hiring of Shovel (Front End Loader) for coal/coal dust handling
at gas plant HPBP/BHEL complex at Trichy.

ONE JCB or ACE make Shovel registered in the year 2008 or after years.

Sl. No.	Name of work	Unit	(Rupees in figure)
1.1	Hiring Shovel on rental basis for coal/coal dust handling operation at gas plant, HPBP/BHEL, Trichirapalli. 06:00 A.M. to 06:00 A.M. (24.00 hrs) operation	Rate Per day	
1.2	Rate for loading of coal/coal dust from stack yard to bunker.	Rate Per Ton	

- Note:** (a) L1 will be arrived based on Per day rate and coal handling rate per Ton per day.
- (b) For break-down hours or non supply of shovel, the recovery will be made based on actual rate for BHEL shovel/ cost of outside hired shovel.
- (c) Service Tax as per Government norms will be allowed. Proof for payment of Service Tax to the Excise Department should be produced once in 6 months.

Conditions:

1. Shovel operation will be for 24.00 hrs on all the 365 days.
2. Front End Loader's bucket capacity should be more than 1 m3.(800 kg)
3. There is no rate compensation for diesel price increase.

Place

Date:

Signature of the bidder
with seal & full address

GENERAL TERMS & 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 DGM/TRANSPORT., to supervise the work or part of the work.
- (e) "Approved" and "Directed" means, the approval or direction of DGM/TRANSPORT., 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 DGM/Transport authorised to invite tenders and enter into contract for works on behalf of the Company.
- (g) The "Contract sum" means, the sum accepted or the sum calculated in accordance with the prices accepted in tender and / or the contract rates as payable to the contractor for the execution of the work during the currency of the contract.
- (h) A "week" means, Seven Days, without regard to the number of hours worked or not worked in any day in that week.
- (i) **A "day" means, the day of 24 hours (TWENTY FOUR) irrespective of the number of hours worked or not worked in that day.**

2. HEADING TO THE CONTRACT CONDITIONS :- The heading to these conditions shall not affect the interpretations thereof.

3. DEVIATIONS:- The contractor shall not carry out any work not covered by schedule except in pursuance of the written instructions of DGM/TRANSPORT,. 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. Income Tax levied by the Central Government authorities should be borne by the contractor.

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

SUB-CONTRACT :- The Contractor shall not sub-let any portion of the contract without the prior written approval of the BHEL .

7. 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) Security Deposit should be paid by the contractor. Security Deposit shall be collected from the successful bidder as shown below:

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

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

(b) Security Deposit should be remitted in the form of DD/FDR/Savings Certificate/Bank Guarantee in favour of BHEL Trichy, payable at SBI Kailasapuram, Trichy-14

Security Deposit shall 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 remitted before the start of the work and the balance 50% may be recovered from the running bills.**

EMD of the successful bidder shall be converted and adjusted against the Security Deposit.

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 recovered by deduction from the running bills of the contractor at the rates mentioned above.

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.

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 there from 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.

9. 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. CONTRACTOR'S SUPERVISION:- The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to the DGM/Transport 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 DGM/Transport, or the OFFICER-INCHARGE, to receive instructions.

DGM/Transport, 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. 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.
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 DGM/TRANSPORT, 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) obtaining 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 DGM/TRANSPORT which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by DGM/TRANSPORT., 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 DGM/TRANSPORT., whose decision shall be final and conclusive.

16. 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 DGM/TRANSPORT, 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 there-under ;
- (c) BHEL, may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the contract as whole or in part thereof or only such work order or items of work in default from the contract. Whenever BHEL exercise the authority to cancel the contract as whole or part under this condition BHEL may complete the work at the contractor's risk and cost (as certified by DGM/TRANSPORT., 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 DGM/TRANSPORT or the same shall be recovered from the Contractor by other means. In case the BHEL carries out the work or any part thereof under the provisions of the conditions the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or labour provided by the BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the DGM/TRANSPORT, whose decision shall be final and conclusive.

17. 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.

18. SPECIAL POWER TO TERMINATION:- If at any time after the award of contract, BHEL shall for any reason whatsoever not require whole or any part of the work to be carried out the DGM/TRANSPORT., 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.

19. 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.

20. PAYMENT OF BILLS:- All payments to be made to the Contractor, under this contract shall be by e-Payment after the certification of bills by the DGM/TRANSPORT. Payment will be made within 45 days on submission of bills.

21. **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.
22. **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.
23. **ARBITRATION: -** All disputes between the parties to the contract, arising out-of or relating to the contract, other than those for which the decision of the DGM/TRANSPORT, 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.

24. **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.

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

26. PENALTY: In case of break down either the shovel to be rectified OR alternate shovel to be arranged within one hour. In case of alternate arrangement not made within one hour, BHEL shovel or hired shovel will be spared for operation and the cost incurred for operation will be recovered from contractor's bill.

Place

Date:

Signature of the bidder

with seal & full address