

	<p align="center"> <b>Bharat Heavy Electricals Limited</b>  <b>High Pressure Boiler Plant, Tiruverumbur,</b>  <b>Tiruchirappalli – 620 014. ☎ : 0431 – 2571627, 1518,</b>  <b>Fax : 0431 – 2520212</b>  <b>e.mail: ram raj@bheltry.co.in</b>  <b>Materials Management / Manufacturing</b>  <b>Contracts, Claims &amp; Clearance</b> </p>	<p align="center"> <b>AN</b>  <b>ISO 9001</b>  <b>COMPANY</b> </p>
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NO :CCC/MM/Mfg.,/ S1 / 7 / 3013

Dt.13.08.2007

**NOTICE INVITING TENDER**

TO :

Dear Sirs,

**SUB : TWO PART Tender (TECHNICAL AND COMMERCIAL) for**  
**Loading / Unloading and Stacking of Structural up to 200mm, cut bit Plates**  
**and Sheets at Rolled Products Stores / Outsourcing / BHEL/Trichy-14**

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Please submit your most competitive offer for the following work and taking care of all the terms & conditions stipulated herein :

- |                                 |  |
|---------------------------------|--|
| 01) NAME OF WORK                | Loading / Unloading and Stacking of Structural up to 200mm, Cut Bit Plates and Sheets at Rolled Products Stores / Outsourcing /BHEL/Trichy-14  |
| 02) DURATION OF CONTRACT        | : ONE YEAR from the date of award of Contract  |
| 03) EMD TO ACCOMPANY THE TENDER | : Rs.1,00,000/-(Rupees One Lakh only) in the form of Demand Draft only in favour of BHEL payable at Tiruchy – 620 014. The Demand Draft towards EMD should be enclosed only with the Technical Offer and should not be enclosed with Commercial Offer. |

**TENDER WITHOUT EMD WILL BE STRAIGHT AWAY REJECTED**

- |                                      |   |
|--------------------------------------|---|
| 04) Submission of Offer              | : Technical Offer and Commercial Offer Sheets should be submitted <b><u>in separate covers</u></b> duly superscribing the details on the Cover.<br><b>The DD for EMD should be enclosed along with Technical Offer.</b> |
| 05) LAST DATE FOR RECEIPT OF TENDERS | : <b>10.30 AM ON 03.09.2007</b>   |
| 06) OPENING OF TECHNICAL OFFER       | : <b>10.35 AM ON 03.09.2007</b>   |

07) **Remarks :**

This tender is subject to all General Terms & Conditions, Special Conditions, Conditions related to the Welfare of Labours, Safety Conditions, Tender Conditions attached herewith.

Tenderer should return the tender Schedule duly filled in as required and also the General Terms & Conditions duly signed **in all pages** in token of their acceptance.

Tenderers should submit their offer before the said due date in Sealed Cover superscribing the tender no.& Date, Due Date.

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

Technical Bid shall be opened at the time and date specified in the tender notice at the **Office of Contracts, Claims & Clearance / Stores Department (Near East Gate) / BHEL/Trichy-14** in the presence of such of those Tenderers or their authorised representative wish to be present. Such representatives must bring with them their authorization letter during opening of the tender.

Note:

**1) Before submitting the quotation, the tenderers are advised to contact Manager/Rolled Products Stores / Outsourcing / BHEL / Trichy and visit the Working Area (Rolled Products Stores/ Stores/Outsourcing / BHEL/Trichy-14) in order to ascertain the nature of work for getting thorough knowledge of the work involved.**

**2) The tenderers are hereby informed that immediately on receipt of this tender, the e.mail id of the Company should be furnished to the undersigned by sending a test message to [ramraj@bheltry.co.in](mailto:ramraj@bheltry.co.in)**

for Bharat Heavy Electricals Ltd.,

(R. Ramaswamy)  
Dy. General ManagerCCC/MM/Mfg.,

**NARRATIVE DESCRIPTION OF WORK**

**Unloading the material (Receipt) and Loading the material (Issue).**

**1.0 Unloading the material:**

The structural materials (Angle, Beam and Channel of 200 mm and below) and Sheet materials upto 4mm received from various Agencies / AD Firms shall be unloaded from vehicles manually / using cranes. These unloaded materials shall be neatly stacked with proper identification at the specified locations. The maximum of length of material shall be 12 Metres.

**2.0 Loading the material:**

The structural materials (Angle, Beam and Channel of 200 mm and below) and cut bit Structural / Plates / Sheets materials have to be loaded on the vehicles as directed by RPS personnel for issue to various vendors / Production Shops. For this purpose, the materials should be segregated size and length enabling easy measurement and counting besides safe loading.

2.1 Generally, all Sheet materials upto 4 mm thickness can be loaded manually during issue.

2.2 The structural materials (Angles, Beams and Channel) shall be 200 mm and below.

2.3 The minimum tonnage to be handled (Receipt and Issue) by the Contractor shall be around 250 MT per day and in addition, the Contractor should equip himself suitably whenever the tonnage is increased.

2.4 For carrying out the above work, the Contractor will have to provide required manpower, tools and tackles, mobile cranes of suitable capacity with crew.

2.5 For each activity of work, the Payment shall be made on tonnage basis.

2.6 The estimated tonnage for the One year contract period is:

Receipt 50,000 MT  
Issue :45,000 MT

**3.0 Initial Measurement:**

During loading, all the loaded materials have to be measured physically in size and lengthwise and entries should be made for each and every piece in the loading slip by the Contractor as Initial measurement. The Contractor shall assist for Final measurement which will be certified departmentally by BHEL with witness / stock verifier. However, the total number of items handled shall be measured / counted for each stage and recorded before completing the assigned task.

## TECHNICAL OFFER

**TENDER No. CCC / MM / Mfg / S1 / 7 / 3013 dt.13.08.2007**

Loading / Unloading and Stacking of Structural up to 200mm, Cut Bit Plates and Sheets at Rolled Products Stores / Outsourcing /BHEL/Trichy-14

	Category	DETAILS
01	No. of Labours intended for Deployment for the proposed Work(Please specify in numbers)	1.Supervisor : _____ 2.Workmen _____
02	Details of Crane to be deployed with the details of ownership, Lifting Capacity certificate issued by competent authority and catalogue for the Cranes to be deployed	
03	List of Tackles, tools etc., to be supplied for the handling work.	
04	Full details regarding Previous Experience for having executed similar type of Material Handling Work.	
05	Documents to prove financial soundness of the Firm (Latest Profit and Loss Account, latest Income Tax Clearance Certificate or Certificate from the Auditor)	
06	INCOME TAX PAN	Number _____
07	Status of Company Proprietorship, Partnership, Private Limited, Public etc., (Enclose Supporting Documents as proof)	
08	Address of Head Office with Phone, mobile, e.mail id	
09	Address of Office at Trichy with Phone, mobile, e.mail id	

**Note: Apart from furnishing the above details, copies of relevant documents/certificates should also be enclosed with this Technical Offer.**

Dated:

SIGNATURE OF THE TENDERER  
WITH SEAL & FULL ADDRESS

## COMMERCIAL OFFER

WORK / RATE SCHEDULE FOR THE TENDER NO. S1 / 7 / 3013 Dt. 13.08.2007

Scope	Unit	Approximate Qty	Rate
1. Loading of Structural up to 200mm, Sheet materials upto 4mm, on the vehicles	MT	45,000	Rs._____ per MT (Rupees)
2. Unloading of Structural up to 200 mm, Sheet materials upto 4mm from the vehicles	MT	50,000	Rs._____ per MT (Rupees)
3. Loading and Unloading of Structural, Plate / Sheet Cut bits	MT	6,000	Rs._____ per MT (Rupees)

“ The quoted rate should be inclusive of any taxes and duties levied or to be levied both by Central and State Government Statutory / regulatory authorities from time to time ”

**The following points may be taken note of:**

1. The Rate quoted shall be FIRM throughout the currency of the Contract.
2. The tonnage indicated above is only approximate and is likely to vary.
- 3. L1 will be on the basis of the total value quoted for the above 1+ 2 + 3**
4. The contractor is expected to handle 250 MT per day and should equip himself suitably whenever tonnage is increased. The maximum of length of material shall be 12 Metres
5. The Contractor will have to provide sufficient manpower, tools and tackles, mobile cranes of suitable capacity with crew.
6. It is the responsibility of the Contractor that such work force should assist Security and Stock verifiers while handling materials and account the same with initial and final measurement.
7. The log-book for should be maintained for the day to day work executed by the Contractor and the signature should be obtained from the Executive of BHEL.
8. RPS/Outsourcing will certify for the tonnage handled as per the contract and forward the bill for payment every month to Accounts Department.

SIGNATURE OF THE TENDERER  
WITH SEAL

- 09 The duration of the above work is One Year from the day of starting the work
- 10 The Contractor should be prepared to work in two shifts when necessary.
11. The contractor will have to provide the required Personal Protective Equipments (safety shoes, hand gloves, helmets etc., ) to their workmen.
- 12.The Contractor should report for work with his labours before 9.00 AM on all working Days of BHEL and complete the assigned work on daily basis.
13. The following documents will be the basis for arriving at the tonnage handled
  - (a) The Invoice weight will be taken into account for the receipt materials.
  - (b) The Weight posted in Return Stores Vouchers will be taken into account for RSV materials.
  - (c) The Weight entered in the computerized gat pass will be taken into account for materials issued to AD Firms.
  - (d) The Weight entered in the computerized gate / manually prepared Gate Passes will be accounted for material issues to Production Shops.
14. The Issue / receipt will have to be recorded / counted / Running metres as applicable. Variation if any should be informed to the BHEL officials.
15. In case, the Contractor fails to carry out the assigned task in full or part, BHEL reserves the right to carry out the same through alternate sources at the risk and cost of the Contractor.

Dated:

SIGNATURE OF THE TENDERER  
WITH SEAL

Page 2 of 2

### Special conditions - Tender No. S1 / 7 / 3013

1. Providing labour, tools and plants, materials, handling equipments, consumables, Mobile Crane(s) supervision and execution of material handling work which includes Loading / Unloading operation of Structural cut bits (Up to 200 mm) Plates and Sheets at Rolled Products Stores Yard, measuring, verifying and stacking in the Yard.
2. Transportation of raw materials inside the Yard from one place another place, preservation, shifting of materials from one location to another location within storage area and wherever required keeping the materials by raising height.
3. The Contractor should use his own mobile Cranes, slings, jacks, lifting tackles and any other equipment required for this job. However, BHEL may provide necessary wire ropes, slings, hooks depending on the nature of handling.
4. Accounting of the materials to be done by the Contractor will be in the form of number of pieces / weight.
5. Initial and final measurement of the cut bits should be only by the Contractor.
6. The Contractors should ensure that the BHEL vendor / Sub-Contractors' vehicles which report for loading/unloading are not detained inside RPS because of the failure of the Contractor for want of loading / unloading of cut bit materials.
7. Compliance with statutory obligations as well as any other requirements/provisions with respect to the Contractor's manpower, equipment including insurance, medical facility, minimum wages, safety requirements, accommodations etc., to be the responsibility of the Contractor.
8. The Contractor shall strictly abide by the State and Central Laws, Statutory Rules, Regulations etc., In addition, the contractor shall have to comply with professional tax, Service Tax and PF/Labour Licence Regulations for all his employees/workmen as per the Local authorities/Governing Bodies instructions.
9. Contractor will deploy labour strictly in accordance with the guidelines approved by BHEL.
10. Well trained supervisors for organizing and executing material handling functions like loading, unloading in specified areas, verification and stacking, preservation as per the guidelines of BHEL, reporting of shortage/damages etc.,
11. The Tenderers have to furnish a list of tools and plants Mobile Cranes which they propose to deploy at his cost for this work.
12. Additional cranes, if required have to be mobilized by the Contractor.
13. The contractor at his cost shall arrange Crane Operators riggers, helpers for Mobile Cranes, diesel, petrol and other consumables required for the Mobiles Cranes, tools and plants, equipments etc. Preventive and routine maintenance of tools and plants are also to be arranged by the Contractor at his cost without any delay.
14. Any breakdown of Mobile crane and any other handling/lifting equipments, tools and plants used by the Contractor must be set right within 24 hours. Contractor cannot attribute such breakdown for delay in handling activities.
15. If the Contractor fails to set right his handling equipments and tools and plants in time, as stated above, BHEL shall have the right to hire these equipments from other sources and give it to the Contractor if found necessary. Any expenditure incurred in this regard will be recovered from the Contractor's running bills.

Dated:

SIGNATURE OF THE TENDERER  
WITH SEAL

**WORK SAFETY REGULATIONS;**

16. The Contractor shall ensure the safety of all the workmen, materials and equipment either belonging to him or to others working at site.
17. The Contractor should ensure no inflammable materials/explosives are stored in the storage yard.

**PROGRESS OF WORK;**

18. During the course of material handling, if the progress is found unsatisfactory or the materials are not loaded/unloaded in time without any delay or in the opinion of BHEL, if it is found that the skilled workmen like riggers, operators, and helpers employed are not sufficient, BHEL will induct required additional manpower to improve the progress and recover all charges incurred on this account including all expenses together with BHEL overheads from the Contractor's bills.
19. The Contractor shall submit daily, weekly and monthly progress reports, manpower reports, material reports and other reports considered necessary by BHEL.
20. The Contractor shall arrange for weekly progress review meetings with the Officials of BHEL at site during which actual progress during the week vis-à-vis scheduled program shall be discussed for action to be taken for achieving targets. The program for subsequent week shall also be presented by Contractor for discussion. The contractor shall constantly update/revise his work program to meet the overall requirements and suit the material availability.

**HOUSE KEEPING:**

21. The Contractor is expected to carry out daily house keeping of work areas/yard through a check list prepared in consultation with BHEL.
22. The Contractor shall adopt pollution prevention / reduce / control approach in all his site activities.
23. The Contractor shall arrange for segregation / collection of scraps and dispose off to the identified place meant for scrap collection.
24. All the materials shall be stored with proper support above the ground level by the use of steel or wooden sleepers or wooden logs. However care should be taken that the height of the stacking shall not exceed 4 feet. Materials shall not be stacked in low lying areas where it is likely to get flooded during rain.  
For stacking the materials above the ground level, wooden / concrete sleepers, wooden logs, concrete blocks and tarpaulins etc., wherever deemed necessary shall be given by BHEL. Stacking of the materials shall be done as per the instructions and to the satisfaction of BHEL officials. The materials shall be stacked that it should facilitate easy handling during stacking. In case any negligence or improper stacking is noticed, it shall be the responsibility of the contractor to re-stack at his cost. Failure to do so may force BHEL to get the job done through other agencies and recover the same from the Contractor.

**ADDITIONAL RESPONSIBILITIES**

25. Since the consignments are expected to arrive during any time of the day or night, contractor shall have his workmen round-the-clock at site as required to unload the materials. Contractor's quoted rate should include all such contingencies.
26. Consignments coming on Sundays and Holidays are also required to be handled by the Contractor.
27. BHEL reserves the right to recover from the contractor any loss which arises out of undue delay/ discrepancy shortage,/damage or any other causes during handling or any time in the custody of the Contractor.
28. If the Contractor or his workmen or employees shall break, deface, injure and destroy any part of a building, road, kerbs, enclosures, water pipes, fence cables, drains, electric or telephone posts or wires, trees or any other property of BHEL, the contractor shall make good the same at his own expenses.

Dated:

SIGNATURE OF THE TENDERER  
WITH SEAL

29. The Contractor should provide medical treatment to his staff and labour in case of accident on duty. BHEL shall in no manner be liable to the contractor or any members of his staff for injury or death caused as a result of accidents either within or outside the yard/premises any other areas of work in course of work. The contractor shall be wholly responsible for and will make good all claims for compensation claimed by his labour and or staff under the Workmen's Compensation Act. He shall indemnify BHEL and discharge all sums that may be awarded in respect of claims for compensation arising out of or consequent to the provisions of Workmen's Compensation Act or any subsequent modification or amendments thereof.
- NOTE TO WORK RATE SCHEDULE
30. The tenderer shall quote the rate per TON as per the Work/Rate Schedule annexed in this Tender. Conditional offers are liable to be rejected. The scope of work and responsibility of the contractor as mentioned under all the clause etc., of the tender specifications shall be covered within the quoted rate.
31. The tenderers should assess the various distances and site conditions by visiting site before submitting their offer.

#### UNLOADING, TRANSPORTATION AND STACKING

32. The materials unloaded from the Wagon/Trailers shall be shifted to the specified stacking areas and properly stacked immediately. The unloading point shall be kept free for accommodating next consignment. If the same is not followed, any demurrage charged/and or other losses are incurred, the same will have to be borne by the Contractor.
33. **PRICE ESCALATION:**  
The accepted rate has to be kept firm for the entire contractual period including total extended period if any and no claim for revision of rates is allowed under any circumstances.
- Important Condition for Payment:**
34. It may be noted that the first running bill will be released only on production of the following:  
PF Registration Number  
Labour Licence Number  
Workmen Insurance Policy Number

#### PERIOD OF CONTRACT

35. The period of Contract shall be for One Year from the date of awarding of Work. This period is extendable for such further period on same rates, terms and conditions as may be mutually agreed upon.
36. If the value of the work done at any time exceeds the accepted agreement value, the security deposit shall be correspondingly enhanced and the extra security deposit shall immediately be deposited by the Contractor or recovered from payments to due to him.
37. Failure to deposit the security within the stipulated time may lead to forfeiture of Earnest Money and cancellation of the award of work.
38. 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.
39. BHEL shall not be responsible for any consequences arising out of non-intimation of change of address.
40. The successful tender should have a full fledged office at Trichy with phone no., mobile no., e.mail id.
41. The Contractor shall agree to and comply with all such terms and conditions as BHEL may prescribe from time to time and shall confirm that all transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centers, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication established by BHEL shall constitute legally binding and valid transactions when done.

Dated:

SIGNATURE OF THE TENDERER  
WITH SEAL

 <b>70-938</b>	<b>OCUPATIONAL HEALTH &amp;SAFETY MANAGEMENT SYSTEM</b>	<b>REV. DATE</b>	<b>00 22.1.02</b>
<b>OCP:BMM:</b>	<b>OPERATIONAL CONTROL PROCEDURE</b>	<b>PAGE</b>	<b>1 of 1</b>

1. Purpose : To ensure safe handling of materials within factory premises through Mobile crane
2. Scope : Operation of Mobile crane.
3. Responsibility : Contractor
4. Performance criteria : Accident/damage record - Feed back from user departments
5. Cross reference : OHSAS:18001:1999 Clause 44.6 Central Motor Vehicles Act and rules Handling Contract given by BHEL.  
Record of Hazard and Risk

#### 6. Activities

S.N	Activity	Responsibility
01	Ensuring the availability of proper RC Book for the vehicle, Fitness certificate as per Motor Vehicle Act 1988 and amended 1992 Sec.(256)	Contractor / CCC
02	Verification of above documents at the factory gates/premises	BHEL Security staff
03	All the lights/horn of the vehicle should be in working condition.	Driver / Contractor
04	Insurance of motor vehicle against third party sec.146.	Contractor/CCC/ Security
05	Drivers must have valid licence as specified in Motor Vehicle Act Sec.3 to 28	Contractor / Security
06	Wearing appropriate personal protective equipments.	Contractor / Executing Agency.
07	The contractor should submit relevant Form No.12 (Rule 64 prescribed for report of examination for lifting machine, rope and lifting tackles certified by the approved agency by Chief Inspector of Factories.The currency of the validity shall be verified.	Contractor / CCC
08	Use appropriate chain / steel wire ropes / Nylon belts confirming to Indian standards.	Contractor / Executing Agency.
09	Contractor should submit the Form No.VI A (Rule 35/2) for commencement of the contract. and Form VI B (Rule 81.3) for completion of the contract.	Contractor/CCC
10	Movement of crane should be at not more than 20 kmph without causing any fall of material or damage to materials.	Contractor
11	In road junctions, speed breakers, sharp turnings and railway crossing the speed should be reduced and crane should proceed cautiously.	Driver / Random check by Contractor
12	The crane should not be parked in the road in such a way as to cause obstruction to vehicular traffic.	Driver / Contractor
13	No persons other than driver should be allowed to sit or stand in the cabin of the crane.	Driver
14	Declaration should be made for ensuring periodical maintenance of the crane.	Contractor
15	The driver should avoid making quick starts, sudden stops and sharp turns.	Contractor / Executing Agency
16	The stacking of load on the truck should be even. The load should not be heaped or dumped.	Contractor / Executing Agency
17.	The material should not be lifted too high to ensure the stability of the truck. The material should be properly tied with slings to avoid falling down taking into account the centre of gravity .	Contractor / Executing Agency
18.	When reverse operation is undertaken adequate helpers should be engaged to ensure safe movement.	Driver
19	Random checking of vehicles for safe handling of materials	TLC
20	Ensure communication to all user departments regarding safe transportation of materials.	Stores/CCC
21	Giving feed back to CCC for taking corrective actions	User departments, Security
22	Review of feed back for corrective action	Stores/Contracts

Signature of the Tenderer with seal

## MM/FB/CONTRACTS,CLAIMS & CLEARANCE

### I. Security Deposit shall be collected from the successful tenderer as shown below:

Upto Rs.10 Lakhs : 10%

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

Above Rs.50 Lakhs : Rs.4 Lakhs + 5% of the amount exceeding Rs.50 Lakhs

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

### II. Security Deposit may be furnished in any one of the following forms:

- i) Cash (as permissible under the Income Tax Act)
- ii) **Pay Order, Demand Draft in favour of BHEL.**
- iii) Local cheques of scheduled banks, subject to realization.
- iv) Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc.,  
(Certificates should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).
- v) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act subject to a 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 BHEL.
- vi) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act subject to a 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 BHEL.
- vii) Fixed Deposit Receipts issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the Contractor, A/C BHEL, duly discharged on the back.
- viii) 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.
- ix) EMD of the successful tenderer shall be converted and adjusted against the Security Deposit.
- x) The security deposit shall not carry any interest.

**Note:** Acceptance of Security Deposit against Sl.No.(iv) and (vi) above will be subject to Hypothecation or endorsement on the documents in favour BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.

Signature of Tenderer with Seal

## 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. 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.

Signature of the Tenderer  
With Seal

Dated :  
Place :

## 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 55: Hoists and Lifts & Rule 55A. Lifting machines, chains, ropes and lifting tackles: Shall be maintained in good condition, thoroughly inspected and examined by competent persons and records to be maintained.

Rule 57: Excessive Weights: No person shall, unaided by another person, lift, carry or move by hand or on head, any material, article, tool or appliance exceeding the maximum limit in weight set out in the schedule (50 kg for adult male and 30 kg for adult female).

Rule 61E: Machinery and plant: No machinery, plant or equipment shall be constructed, situated, operated or maintained in any factory in such a manner as to cause risk of bodily injury.

Rule 61F: Methods of Work: No process or work shall be carried on in any factory in such a manner as to cause risk of bodily injury.

Rule 61G: Stacking and storing of materials etc.: No materials or equipment shall be stacked or stored in such a manner as to cause risk of bodily injury.

Rule 61-K. Examination of eye sight of certain workers: No person shall be employed to operate a crane or to give signals to crane operator unless his eye sight and colour vision have been examined and declared fit by a qualified ophthalmologist.

Rule 61-N and Rule 61- O : Workers to be provided with Personal Protective equipment suitable for the hazards and should be of good quality / have certification by Indian Standard Institute.

Note: For the type of work envisaged, personal protective equipment such as helmet, safety shoes and gloves are essential.

Rule 96: Notification of accidents: Shall be complied with as required in the Factories Act (Section 88 and Section 88A) and Tamil Nadu Factories Rules.

Signature of the Tenderer  
With Seal

Dated :  
Place :

**CONTRACTS, CLAIMS & CLEARANCE / MM/Mfg.,**  
**TENDER CONDITIONS**

1) Sealed Tenders for the work of “**Loading / Unloading operation of Structural (Up to 200 mm), cut bit Plates and Sheets**” covered by this Tender are hereby invited from resourceful and experienced firms.

2) Tenders must be submitted in sealed covers in time and should be addressed to the DGM/CCC/STORES/MM/Manufacturing, BHARAT HEAVY ELECTRICALS LIMITED, Tiruchirapalli-620014 (TAMIL NADU). The name of the work, the tender notice number and due date should be clearly superscribed on the cover and tenderers in their own interest are requested to ensure that the tender reaches us in time.

3) Before tendering, the tenderers are advised to carefully go through the General and Special Conditions of Contract, Tender Condition and all other documents herein enclosed which form part of the agreement to be entered into and also to acquaint themselves with the workings of receipt and despatch of materials in BHEL/ TIRUCHY.

- a) NUMBER OF CONTRACTORS WILL BE RESTRICTED FOR DIFFERENT JOBS, BASED ON THE REQUIREMENT OF BHEL.
- b) TO THE EXTENT POSSIBLE BHEL WOULD AVOID NEGOTIATION IF COMPETITIVE AND REASONABLE RATES ARE OBTAINED IN THE TENDER.
- c) IN CASE NEGOTIATION IS FOUND NECESSARY BHEL RESERVEES THE RIGHT TO RESTRICT / SELECT CONTRACTORS BASED ON THE MERITS FOR THE NEGOTIATIONS.
- d) 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.
- e) 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.
- f) 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.

4) 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.)

5) Tender must be accompanied by a DEMAND DRAFT ONLY for Rs.1,50,000/- drawn in favour of BHARAT HEAVY ELECTRICALS LTD payable at Tiruchy-620 014 towards Earnest Money. Cheques or any other mode of payment will not be accepted. This money will be refunded to the unsuccessful tenderer after award of the work is finalised. In the case of successful tenderer, the Earnest Money will be retained as part of the Security Deposit and will be refunded only after satisfactory completion of the work as per terms and conditions of the contract. Tenders without Earnest Money deposit will be summarily REJECTED.

- 6) 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 THEREFOR. THE CONTRACT MAY BE AWARDED TO ONE OR MORE CONTRACTORS, EITHER IN FULL OR PART.
- 7) 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.
- 8) THE RATES QUOTED IN THE TENDER SHALL REMAIN FIRM FOR A PERIOD OF TWO MONTHS FROM THE DATE OF OPENING OF TENDERS. WITHDRAWAL OF THE TENDER DURING THE ABOVE PERIOD OF TWO MONTHS WILL ENTITLE FORFEITURE OF THE FULL AMOUNT OF THE EARNEST MONEY DEPOSIT.
- 9) A) While quoting their rates, the tenderers are advised to take into account all factors including any fluctuations in the market rates, etc. No claim for increase in rates will be entertained after acceptance of the Tender or during the currency of the contract and the tenderers should quote firm rates.
- B) The rates agreed to between BHEL and successful Tenderers shall be inclusive of all extra charges / duties/tax of Government Authorities.
- 10) 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.
- 11) Tenderers shall fill in all the required particulars in the blank spaces provided for the purpose in the tender documents and also sign each and every page of the tender documents for having accepted the conditions while submitting their tender.
- 12) Rates should be quoted as per the schedule. Rates quoted in any other form will not be accepted and will be rejected.
- 13) 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.
- 14) 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.
- 15) The contract shall be in force for ONE YEAR and may be extended further if considered necessary by BHEL. However such extension of the validity will be at the option of BHEL subject to mutual discussions.
- 16) If a tenderer expires after the submission of his tender or after the acceptance of his tender, the BHEL may, at their discretion, cancel such tender. If a partner of a firm expires after the submission of the tender the BHEL may cancel such tender at their discretion, unless the firm retains its character.
- 17) BHEL will not be bound by any Power of Attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. They may, however, recognise such Power of Attorney and changes, after obtaining proper legal advice, the cost of which shall be chargeable to the Contractor concerned.
- 18) If a tenderer 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.

19) Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.

20) 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.

21) All tenderers will have to produce the latest INCOME-TAX CLEARANCE CERTIFICATE from the INCOME-TAX Authorities concerned along with their tenders. If the successful tenderer who did not produce the INCOME-TAX Clearance Certificate along with the tender, fails to produce the INCOME-TAX Clearance Certificate within the given period, the Earnest Money and the Security Deposit of the tenderer may be forfeited and the contract terminated.

22) The Contractor whose tender is accepted, must deposit with BHEL, TIRUCHIRAPPALLI -620014, a sum which along with the Earnest Money already deposited shall constitute the full Security Deposit required for proper fulfilment of the contract, vide para 10 of the GENERAL CONDITION of the Contract, as specified therein.

23) The Contractor whose tender is accepted shall sign the contract agreement at his expense.

24) 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.

25) If the successful tenderer is new to BHEL, the contract shall be awarded to him initially for a trial period of 6 months and only if the performance during the trial period is satisfactory the contract shall be extended for full term.

26) 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 these 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.

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

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Signature of the Tenderer  
With Seal

Dated :  
Place :

SPECIAL CONDITIONS OF CONTRACT - II

- 1) BHEL RESERVES THE RIGHT TO INCREASE OR DECREASE THE TENDERED QUANTITY AND SPLIT THE TENDERED QUANTITY AMONG MORE THAN ONE TENDERER AND PLACE ORDERS ACCORDINGLY IN ANY PROPORTION, BASED ON COMMITMENT, REQUIREMENT AND SUPPLIERS' CAPABILITY IN TERMS OF DELIVERY AND QUALITY.
- 2) LOWEST PRICES RECEIVED AGAINST BHEL TENDERS NEED NOT BE THE TECHNIICALLY ACCEPTABLE ONE AND IN THAT CASE BHEL RESERVES THE RIGHT NOT TO CONSIDER THE SAME.
- 3) BHEL RESERVES THE RIGHT TO NEGOTIATE OR REFLOAT THE TENDER OPENED IF L.1 PRICE IS NOT THE LOWEST ACCEPTABLE PRICE TO THEM INTER-ALIA OTHER REASONS.
- 4) BHEL RESERVES THE RIGHT TO NEGOTIATE THE L.1 RATE.
- 5) BHEL MAY ORDER ON MORE THAN ONE VENDOR AT THE LOWEST ACCEPTABLE PRICE TO BHEL.

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SIGNATURE OF THE TENDERER  
WITH SEAL

BHEL/MM/Mfg.../ STORES  
GENERAL CONDITIONS OF CONTRACT

1. DEFINITION :-

In these General Conditions of Contract, the following terms shall have the meaning hereby assigned to them, except where the context otherwise requires:-

- a) The "Contract" means, the documents forming the tender and acceptance thereof, together with all the documents referred to therein including general and special conditions to contract. All these documents as applicable taken together shall be deemed to form one contract and shall be complementary to one another.
- b) The "work" means, the work described in the tender documents in individual work-orders as may be issued from time to time to the contractor by the Officer-Incharge within the power conferred upon him including all notified or additional items of works and obligations to be carried out as required for the performance of contract.
- c) The "contractor" means, the individual Firm or Company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the persons composing the firm or Company or the successors of the firm or company and the permitted assigns of such individual or firm or Company.
- d) "The Officer-In charge" means, the Officer deputed by the SR.MANAGER/STORES/FB to supervise the work or part of the work.
- e) "Approved" and "Directed" means, the approval or direction of SR.MANAGER/STORES/FB, 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 Manager/Stores (FB) authorised to invite tenders and enter into contract for works on behalf of the Company.
- g) The "Contract sum" means, the sum accepted or the sum calculated in accordance with the prices accepted in tender and / or the contract rates as payable to the contractor for the execution of the work during the currency of the contract.
- h) A "week" means, Seven Days, without regard to the number of hours worked or not worked in any day in that week.
- i) A "day" means, the day of 24 hours (TWENTY FOUR) irrespective of the number of hours worked or not worked in that day.
- j) A "working day" means, any day other than that prescribed by the NEGOTIABLE INSTRUMENTS ACT as being a Holiday, and consists of the number of hours of labour as commonly recognised by good employers in the trade in the district where the work is carried out or as laid down in the BHEL regulations.

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

3. WORK TO BE CARRIED OUT:- The Contract shall, include all labour, materials, tools, plant, equipment and transport which may be required for the execution of the work.

The Contractor will be deemed to have satisfied himself as to the nature of the site, local facilities of access and all matters affecting the execution of the work. No extra charges consequent on any misunderstanding in these respects or otherwise will be allowed.

4. DEVIATIONS:- The contractor shall not carry out any work not covered by schedule except in pursuance of the written instructions of SR.MANAGER/STORES/FB. No such work shall be valid unless the same has been specifically confirmed and accepted by BHEL in writing and incorporated in the Contract.

5. OCTROI AND OTHER DUTIES:- All charges on account of Octroi terminal or Sales Tax and or other Duties on materials obtained for the work shall be borne by the Contractor.

6. 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.

7. 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.

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

9. 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.

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

Upto Rs.10 Lakhs : 10%

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

Above Rs.50 Lakhs : Rs.4 Lakhs + 5% of the amount exceeding Rs.50 Lakhs

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

(b) Security Deposit may be furnished in any one of the following forms:

- i) Cash (as permissible under the Income Tax Act)
- ii) Pay Order, Demand Draft in favour of BHEL.
- iii) Local cheques of scheduled banks, subject to realization.
- iv) Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc.,  
(Certificates should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).
- v) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act subject to a 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 BHEL.
- vi) Fixed Deposit Receipts issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the Contractor, A/C BHEL, duly discharged on the back.
- vii) 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.
- viii) EMD of the successful tenderer shall be converted and adjusted against the Security Deposit.
- ix) The security deposit shall not carry any interest.

**Note:** Acceptance of Security Deposit against Sl.No.(iv) and (vi) above will be subject to Hypothecation or endorsement on the documents in favour BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.

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. 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.

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

12. CONTRACTOR'S SUPERVISION :- The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to the SR.MANAGER/STORES/FB to act in his stead.

Orders given to the Contractor's agent shall be considered to have the same force as if they have been given to the Contractor himself.

The Contractor or his accredited agent shall attend when required without making any claim for doing so, either the office of the SR.MANAGER/STORES/Mfg., or the OFFICER-INCHARGE, to receive instructions.

The SR.MANAGER/STORES/FB 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.

13. 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.

14. PRECAUTIONS AGAINST RISK:- The Contractor shall be responsible for providing at his own expense for all precautions to prevent loss or damage from any and all risks and to minimise the amount of any such loss or damage and for the necessary steps to be taken for the said purpose.

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

The Contractor shall at his own expense reinstate and make good to the satisfaction of the SR.MANAGER/STORES/FB 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 th

e 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.

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

17.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 :-

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

OR

(ii) 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

(iii) 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.

**18. CANCELLATION OF CONTRACT FOR INSOLVENCY ASSIGNMENT OF TRANSFER OR SUB-LETTING OF CONTRACT :-**

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

If the Contractor,

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

Bankruptcy Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him on behalf of his creditors

OR

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

OR

c) Assigns, Transfers, Sub-lets or attempts to assign, transfer or sub-let any portion of the work without the prior written approval of the BHEL .

d) Whenever BHEL exercise the authority to cancel the contract under this conditions, BHEL may have the work done by any means at the Contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by SR.MANAGER/STORES (FB) 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 SR.MANAGER/STORES/FB 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 SR.MANAGER/STORES/FB whose decision shall be final and conclusive.

**19. CANCELLATION OF CONTRACT IN PART OF FULL FOR CONTRACTOR'S DEFAULT :-**

If the Contractor :

a) makes default in carrying out the work as directed and continues in that state after a reasonable notice from SR.MANAGER/STORES/FB 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 SR.MANAGER/STORES/FB which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL. If the cost exceeds the moneys due to the Contractor under this contract the Contractor shall either pay the excess amount ordered by SR. MANAGER / STORES/FB 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 SR.MANAGER/STORES/FB whose decision shall be final and conclusive.

**20. 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.

21.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 SR.MANAGER/STORES/FB 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.

22.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 SR.MANAGER/STORES/FB 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.

23.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 SR.MANAGER/STORES/FB.

24.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.

25. 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.

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

27.FORCE MEJEURE CLAUSE:- If, at any time during the continuance of this Contract the performance in whole or in part by either party of any obligations under this Contract shall be prevented or delayed by reason of any War, Hostile acts of the public enemy Civil Commotion, Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, Earth Quake etc.) then provided notice of happening of any such event is given by either party to other within 7 days from the date of occurrence therefor neither party shall by reason of such event be entitled to terminate this Contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event, claims for extension of time shall be granted for periods considered reasonable by the Manager/Stores/FB subject to prompt notification by the contractor.

28.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 SR.MANAGER/STORES/FB 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.

29.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.

30.All statutory requirements under Minimum Wages Act,1948, Factories Act 1948, Workmen Compensation Act 1923,Employees Provident Fund and Miscellaneous Provisions Act, 1952,Payment of Gratuity Act 1972, Employee State Insurance Act 1948, Contract Labour (R&A) Act 1970, Payment of Bonus Act 1965, Income Tax Act, Service Tax Act and all other applicable Acts shall be complied with by the Contractor.

31.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.

32.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.

33.Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and provide a copy of the same to BHEL.

34.Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.

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