

	<p align="center"><b>Bharat Heavy Electricals Limited</b>  High Pressure Boiler Plant, Tiruverumbur,  Tiruchirappalli – 620 014. ☎ : 0431 – 2571627, 1518,  Fax : 0431 – 2520212  e.mail: ram raj@bheltry.co.in  <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>
--	--	--

NO: CCC/MM/Mfg.,/S1/7/3015

Dt.08.09.2007

TO :

Dear Sirs,

Sub : Tender for **Collection** of materials from Carrier's Godown, Railways,  
Airlines, Post Office and Banks in and around Tiruchy and **Booking** of BHEL  
Materials at Carrier's Godown in and around Tiruchy -reg.

Please submit your competitive offer for the subject work taking care of the following terms & conditions. The Rate Schedule is enclosed along with the tender.

- 1) Tender No. & date :: CCC/MM/Mfg.,/S1 / 7 / 3015 dt. 08.09.2007
- 2) Nature of work :: As specified in the Work / Rate Schedule enclosed.
- 3) Period of contract :: **TWO Years from the date of awarding of Contract.**
- 4) EMD :: Rs. 25,000/- (Rupees Twenty Five thousand only) in the form of Demand Draft in favour of BHEL/Trichy

**TENDER WITHOUT EMD WILL BE REJECTED.**

- 5) Last date of receipt of tender :: **10.30 A.M on 24.09.2007**
- 6) Date & Time of opening of tender :: **10.35 A.M on 24.09.2007**

Please send the enclosed tender enquiry in full set duly signed in all pages including Special Conditions (annexure-I), General Terms Conditions (annexure-II) with your offer in the respective place in the RATE Schedule.

Your offer should reach the undersigned in time in a sealed cover indicating the tender No., Due Date, etc. written neatly over the cover.

If you are not in a position to submit the offer, please send letter suitably specifying the reasons

Thanking you,

Yours faithfully  
for Bharat Heavy Electricals Limited,

Encl: Work Schedule, Special,  
Genl.Terms & Condtns.

(R.RAMASWAMY)  
DGM/CCC/MM/Mfg.,  
Page 1 of 1

**Work / Rate Schedule for Tender No: CCC/MM/Mfg.,/ S1 / 7 / 3015 dt.08.09.2007**

Name of Work:: Collection of Materials from Carriers' Godown, Railways, Airlines, Post Office and Banks at Trichy and Booking of BHEL Consignments at Carriers' Godown in and around Trichy for onward despatch.

SN	Nature of work	Qty.,	Rate in Rs. per Unit
01	I. BY RAIL Clearing & Forwarding of RAIL Consignments :- Clearance of consignments from RAILWAYS at Tiruchy Junction/Tiruchy Goodshed Yard/Golden Rock/Ponmalai etc. transportation to BHEL Complex and safe delivery at various locations as directed OR collection of materials from BHEL/TIRUCHY and transportation to various Railway Stations mentioned above and booking them for onward despatch as directed	10 MT	Rs.....per M.T  (Rupees..... .....
02	II. BY ROAD A. Clearing & Forwarding of ROAD consignments:- Clearance of consignments from Road carriers Depots / Branches Post offices at Tiruchy, Ariyamangalam, transportation to BHEL COMPLEX and safe delivery at various locations as directed and Collection of materials from BHEL COMPLEX and transportation to various ROAD Carriers' Depots mentioned above and booking them for onward despatch as directed.	3500 MT	Rs..... per MT
	B. Clearance of consignments from Road carriers Depots / Branches /Post offices at Tiruverumbur to BHEL COMPLEX and safe delivery at various locations as directed and Collection of materials from BHEL COMPLEX and transportation to various ROAD Carriers' Depots mentioned above and booking them for onward despatch as directed.	50 MT	Rs..... per MT  (Rupees.....
03	III. BY AIR A) Clearance of consignments from the Indian Air Lines Office at Tiruchy, transportation to BHEL COMPLEX and safe delivery at various locations in BHEL/TIRUCHY COMPLEX as directed OR vice-versa for booking.	20 MT	Rs.....per MT  (Rupees.....
	B) Clearance of consignments from the Air Port Godown at Karumandapam, transportation to BHEL complex and safe delivery at various locations in BHEL/Tiruchy complex as directed OR vice-versa for booking.	10 MT	Rs.....per MT  (Rupees.....

"The quoted rate shall be inclusive of any taxes and duties levied or to be levied both by Central and State Government authorities. Such taxes and levies shall be borne by the Contractor."

SIGNATURE OF THE TENDERER  
WITH DATE AND SEAL

## NOTE

1) **MINIMUM WEIGHT** : - Minimum Weight 300 KGs per TRIP per Carrier " per DAY" against SI.Nos.I, II, II.A, III-A & B of work schedule will be allowed. The total weight of all the consignments to be collected is less than 300 KGs. If the total weight exceeds 300 KGs for all the LWBs at one carrier per day, then the actual weight is to be taken into account for billing purposes.

### 2) **ADDITIONAL CHARGE:**

When the consignment is received in damaged condition or suspected to be pilfered / damaged or found variation in booking Weight, then after intimating BHEL, the CONTRACTOR should call for open delivery. The CONTRACTOR should clear such consignments on open delivery in the presence of BHEL's representative and necessary Open Delivery Certificate should be obtained then and there. For this operation, **ADDITIONAL CHARGES** of RS.60/- PER MT will be paid **EXTRA** for clearing the consignments on **OPEN DELIVERY** and this will be common for all the type of work given in the above Work/ Rate Schedule. Payment will be made only based on supporting document from BHEL USER DEPARTMENTS in this regard.

**B)** For Clearing/Delivering of "SINGLE PIECE" weighing beyond 500 KGs, additional charge of Rs.100/- per MT for the weight exceeding 500 kgs. will be paid extra based on Certification from User Agencies of BHEL.

3) The quantity indicated above is only tentative and subject to variation.

4) a) Income Tax Pan No. :: \_\_\_\_\_

b) Details of Vehicles Owned ::

(Please enclose Copy of RC Book duly attested by a Notary Public)

SIGNATURE OF THE TENDERER  
WITH DATE AND SEAL

**SPECIAL CONDITIONS**

CLEARING OF MATERIALS FROM CARRIERS' GODOWNS, RAILWAYS, AIRLINES, POST OFFICES, BANKS AND TRANSPORTING TO BHEL AND VICE VERSA.

1) The Contract will be valid for 2 years from the date of awarding of contract.

**2. SCOPE OF WORK :-**

a) The purpose of this Contract is to collect ALL TYPES OF MATERIALS available in loose/packed/crated and in other forms at the Godowns of all Transport Carriers/ Railway Stations/ Banks / Post Offices located in and around Trichy. These consignments are to be cleared, transported and safely delivered to our Works as described herein.

Likewise, the Contractor should collect the items from BHEL/Trichy and transport the same to Carriers' godowns located in and around Trichy.

b) The rates under this Contract shall be **FIRM** for a period of **TWO YEARS** from the date of operation.

c) The tenderer should have a minimum of One Mini Van for the execution of the Contract at the time of quoting of this tender. The tenderer should have phone connection in his name. The tenderer should mention the details of vehicles owned by the Tenderer and also the vehicle number. The tenderer should submit copy of RC book(s) along with offer.

3) The Contractor so appointed should report to Stores/CCC/ Hospital / SSTP/ MHD / WRI/ RPS / HRDC / Sub-Contracting (Mach) Spares / VOD / NDTL / Medical or such other contract points as will be intimated within the campus of BHEL/Tiruchy complex, daily before 2.00 pm to collect the lorry way Bills / RRs / PWBs / Air Way Bills / Postal receipts etc. along with the respective clearance notes after giving acknowledgement.

4) BHEL will hand over the necessary documents to authorised representative of the Contractor along with Clearance Note (in quadruplicate) for each LWB/RR for Collection / Delivery of consignment with due authorisation for clearing the materials from the Carriers' Godowns and Airport / Airlines. Then, the contractor has to arrange for collection / delivery of the materials by signing the documents on behalf of BHEL.

5) The contractor should maintain proper register for the documents so received and should submit periodical report as specified by BHEL.

6) **On the very same day of Clearance,** the Contractor should bring the materials intact along with the clearance notes in suitable vehicles duly lashed and secured properly, enter the gate of our Factory / or delivery point before 14.00 hrs and hand over them to the respective wards of the stores dept. / other areas of BHEL complex as directed, before 16.00 hrs.

7) a) The Contractor should arrange to collect and deliver the materials from the Transport Carriers' godown **within 2 days** from the date of collection of GCs from CCC/Stores.

b) If the Transport Carrier is unable to deliver the materials on production of GCs, the Contractor should obtain an endorsement to this effect on such LWB from the respective Carrier. This should be reported in writing to BHEL daily.

c) In the event of failure by the contractor to report, BHEL reserves the right to levy a penalty of Rs.100/- per GC per day on the contractor.

d) However, in deserving cases an official of BHEL, not below the rank of DGM of concerned department shall have authority to waive the penalty on case to case basis.

e) If any shortage/damage is noticed, before taking delivery of BHEL consignment from the Carrier's godown, the contractor should inform CCC/Stores in writing. In such cases, the above mentioned time limit of 2 days for clearance will not be applicable.

Signature of the tenderer  
with Seal & Full Address  
Page 1 of 3

8) The contractor should obtain acknowledgement with Day Book Number in all the copies of Clearance Notes from Wards/Departments to whom the consignment is delivered. The distribution of the acknowledged Clearance Note(in quadruplicate) shall be as follows:

- 1.Original Clearance Note to accompany the Bill
- 2.One copy shall be handed over to CCC the next day
- 3.One copy shall be handed over to the Stores Ward concerned
- 4.One copy shall be retained by the Contractor

09) It is the responsibility of the contractor to clear only such consignments which are booked on Godown Delivery basis. However, consignments which are booked on Door Delivery basis (door delivery by the Transport Carrier at BHEL) can be cleared **only with prior approval of BHEL**. If any door delivery consignment is cleared without specific prior approval of BHEL, charges will not be paid for such clearances.

10) In respect of railway consignments, clearance should be done immediately and in respect of Road consignment in a day's time. Demurrage / Wharfage, if any, due to the belated clearance by the Contractor shall be borne by the Contractor.

11) In the case of despatch of Consignments to BHEL's Supplier / Sub-Contractor works outside Tiruchy like Coimbatore, Chennai Port etc. the materials are to be collected from BHEL and booked with the Lorry Carrier's Office / Railway Stations at Tiruchy as required by BHEL and the LWB / RR / PWB / AWB should be surrendered to the concerned Stores Ward / Departments, from where the materials were collected, the very next day of its booking.

12) During loading and unloading, all handling works related to this contract will be the responsibility of the contractor. During these operations, necessary care should be taken to ensure that no damages occur either to the packing or to the contents. While handing over the consignments to the Stores Wards, the materials are to be unloaded at the proper places as directed by the Ward-In charge.

**13) Submission of Bills:** It is the responsibility of the Contractor to collect the Clearance Notes from the delivery points. The bill should be submitted to CCC/Stores every month along with the original Clearance Notes for all the consignments in a month. CCC/Stores will process and forward the same to Finance Department.

14) The Contractor will be provided with the required amount on day-to-day basis to meet the freight charges etc. payable to carriers (other than our approved carriers). The Contractor shall make payment, obtain the cash receipts from the carriers and submit the same to Contracts & Clearance Section.

15) The Contractor should make his own arrangements for providing sufficient number of experienced men for transportation and also the tools, equipments for safe handling of materials.

16) Any loss / damage to BHEL materials due to the negligence, rough / faulty handling by the Contractor's men will have to be made good by the contractor. Similarly if any damage is caused to BHEL equipments / installation / property by the Contractor's men during the execution of work, the same should also be made good by the Contractor in accordance with the prevailing rules in BHEL.

17) In case the Contractor fails to carry out the work as per the contract, BHEL reserves the right to get the same done by making alternative arrangements at Contractor's risk and cost.

Signature of the tenderer  
with Seal & Full Address  
Page 2 of 3

18) It is the responsibility of the contractor to provide the work force with such safety equipment as may be considered necessary for the execution of the work failing which punitive action will be taken by BHEL. The safety equipments normally required in this contract are Safety Boots Leather Gloves, rubber gloves and apron.

19) The Contractor should have a Supervisor who will report to BHEL daily for getting instructions on day to day basis. The contract should not be sub-contracted by the Contractor.

20) BHEL reserves the right to accept and / or reject any or all tenders and to split-up the tender items / quantities and award the contract to more than one tenderer without assigning any reason therefore and does not bind itself to accept the lowest tender.

21) The tenderers are requested to bear in mind the entire operations involved in this work, the conditions etc. and satisfy themselves before quoting their rates in the schedule attached. The rates quoted shall be kept firm during the currency of the contract and request for rate enhancement of any kind will not be entertained during this period.

22) Though the rates are quoted on per MT. basis, wherever light and bulky consignments are transported the freight charges will be calculated on the basis of **1 CFT=12.5 kg (1 Cub. Mtr = 440 KGs)** and whichever weight is higher will be taken for settling the freight charges.

23) All the workmen engaged under this contract should be covered by "Janatha" or suitable Insurance Policy.

24) The Contractor shall strictly observe the relevant section of the contract labour (Regulations & Abolitions) Act 1970 and Tamil Nadu Contract Labour Rules 1975 and also assist BHEL to fulfill its obligations as per the Act.

25) The Contractor should ensure that the vehicle is owned by them throughout the contract period and also produce the documents / vehicles for BHEL verification at any time. The vehicles Owned / used for the work under this contract should be maintained in good condition with necessary drivers by the contractor at his cost.

26) If the successful tenderer(s) is / are new to BHEL or for this work, BHEL reserves the right to award the contract initially for a trial period and extend further only if the performance during the trial period is found satisfactory.

27) General Conditions of Contract attached herein shall form part of this tender.

SIGNATURE OF THE TENDERER  
WITH SEAL & FULL ADDRESS

## 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 TECHNICALLY 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.

\*\*\*\*\*

SIGNATURE OF THE TENDERER  
WITH SEAL

## MM/Mfg/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:

Cash (as permissible under the Income Tax Act)

Pay Order, Demand Draft in favour of BHEL.

Local cheques of scheduled banks,subject to realization.

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).

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.

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.

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 tenderer shall be converted and adjusted against the Security Deposit.

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 The Tenderer with Seal



## SAFETY PRECAUTIONS TO BE OBSERVED WHILE TRANSPORTING MATERIALS

### I. VEHICLES :

Vehicles carrying materials should have proper registration documents and must be produced on demand by BHEL security staff.

The lights on right side(i.e.) over driver's cabin should be in working condition.

Both the head lights as well as park lamps must be in working condition.

### II. MOVEMENT OF VEHICLES :

1. The vehicle should not travel at more than 20 kmph in BHEL premises.
2. The driver of the vehicle must possess heavy duty licence and produce on demand by the security staff.
3. Vehicles carrying inflammable liquid in the tank containers should have grounding cabin or the tank should be coated with the insulating materials to avoid static electricity. In road junctions, speed breakers and railway crossing the speed should be lowered and vehicles should proceed cautiously.
4. The driving should be kept in the left at all places.
5. The vehicle should not be parked in the road in such a way to cause obstruction to vehicular traffic.
6. No persons other than driver should be allowed to sit or stand on the prime mover of the trailer.
7. The vehicle should pass only through approved routes. Short cuts are forbidden.
8. There must be a safe distance behind another moving truck.
9. The driver should avoid making quick starts, jerky stops or quick turns at excessive speed.

### III. SHIPPING :

1. Strong side supports should be provided on both sides of the trailer. The side supports should be fixed in such a way that it cannot be removed even temporarily.
2. Adequate packing must be given for easy slinging operations. The packing materials should be good enough to withstand the load.
3. The stacking of loads on the truck should be evenly placed. The load should not be heaped together or dumped over the chassis.
4. The load on the truck should not be beyond its standard capacity. The carrying capacity must be clearly marked on the trailers also.
5. The loaded materials should be fastened tightly with wire rope. Coil rope should not at all be used. There must be side packing such as gunny, rubber-tyre between the sharp edges of the job and Wire rope in order to avoid cut in the wire rope.
6. There must be minimum two fastening and it should be more in case of lengthier loads.
7. The loose pieces should be bundled before loading on the truck.
8. There must be red flags or red lamps for the lengthy load which extend beyond chassis.
9. The materials should not be stacked too high to avoid hitting against live electric lines.
10. The load should not be over-hanging more than 3 feet from the end of the body.
11. While transporting the scrap, there must be wire knitting cover to prevent falling of scrap.
12. While loading/unloading proper slinging practice should be followed.
13. The vehicle should not be moved directly inside the production buildings in case the materials are to be loaded, un-loaded there. But the vehicle should be parked outside the building and the driver should ascertain the passage as well as the unloading points, with the help of shop officials. This will avoid the congestion or blocking of traffic in the gang-way.
14. When reverse operation are undertaken adequate helpers should be engaged to control the movement.

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. 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 :

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 DGM/CCC/MM/MFG., to supervise the work or part of the work.
- e) "Approved" and "Directed" means, the approval or direction of DGM/CCC/MM/MFG., 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 DGM/CCC/MM/MFG.,. 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.

SIGNATURE OF THE TENDERER  
WITH SEAL

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.

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:

Cash (as permissible under the Income Tax Act)

Pay Order, Demand Draft in favour of BHEL.

Local cheques of scheduled banks, subject to realization.

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).

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.

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.

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 tenderer shall be converted and adjusted against the Security Deposit.

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.

Signature of the Tenderer  
With Seal

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 DGM/CCC/MM/MFG., 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 DGM/CCC/MM/MFG., 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 DGM/CCC/MM/MFG., and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the contract and further 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.

Signature of the Tenderer  
With Seal

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 DGM/CCC/MM/MFG., 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/CCC/MM/MFG., whose decision shall be final and conclusive.

Signature of the Tenderer  
With Seal

**19.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/CCC/MM/MFG., 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 DGM/CCC/MM/MFG., 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 DGM/CCC/MM/MFG., 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 DGM/CCC/MM/MFG., shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the 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 DGM / CCC / MM / Mfg., separately details of his claims for the work done by him upto and including the previous month which are not covered by his contract agreement in any of the following respects:

- a) Deviation from the items provided in the contract documents.
- b) Extra items / new items of work.
- c) Items in-respect of which rates have not been settled. He should in addition furnish a clear certificate to the effect that the claims submitted by him as aforesaid cover all his claims and that no further claims shall be raised by him in respect of the work done upto and including the period under report.

**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 DGM/CCC/MM/MFG.,.

**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.

Signature of the Tenderer

With Seal



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 DGM/CCC/MM/MFG., or Accepting Officer or any other person is by the contract expressed to be final and conclusive shall after written notice by either party to the contract to the other party be referred to the sole Arbitration of GENERAL MANAGER or other 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.

+++++

SIGNATURE OF THE TENDERER  
WITH SEAL