

	<p align="center">Bharat Heavy Electricals Limited High Pressure Boiler Plant, Tiruverumbur, Tiruchirappalli – 620 014. ☎ : 0431 – 2571627, 1518, Fax : 0431 – 2520212 e.mail: ram raj@bheltry.co.in</p> <p align="center">Materials Management / Manufacturing Contracts, Claims & Clearance</p>	<p align="center">AN ISO 9001 COMPANY</p>
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NO :CCC/MM/Mfg.,/ S1 / 7 / 3033

Dt.29.02.2008

To

Dear Sirs,

SUB : TWO PART Tender (TECHNICAL AND COMMERCIAL) for " HIRING " of
4 Nos. Mobile Cranes of 10 Ton Capacity for handling work at BHEL/TRICHY

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

- 1) Tender No : CCC/MM/Mfg.,/ S1 / 7 / 3033 dt. 29.02.2008
- 2) Scope of work : **HIRING** of 4 Nos. Mobile Cranes of 10 Ton Capacity for handling work at BHEL/TRICHY as per the details given in the enclosed Technical Offer and Commercial Offer Sheets
- 3) Period of Contract : **ONE YEAR** for EACH CRANE from the date of OPERATION OF WORK.
- 4) EMD : **For each Crane Rs. 25,000/-** (Rupees Twenty Five Thousand Only) in the form of Demand Draft in favour of BHEL/Trichy-14 payable at Trichy
TENDER WITHOUT EMD WILL BE REJECTED
- 5) Offer validity : **TWO MONTHS** from the date of opening the tender.
- 6) Last Date/Time for receipt of tender : **10.30 AM on 20.03.2008**
- 7) Date/Time for opening of Technical tender : **10.35 AM on 20.03.2008**

8) Remarks :

TECHNICAL OFFER & COMMERCIAL OFFER: Technical Offer and Commercial Offer should be submitted in separate covers duly superscribing the details on the Cover. The DD towards EMD should be enclosed along with Technical Offer.

This tender is subject to all General Terms & Conditions, Special Operating Conditions-I and Special Terms and Conditions II, BHEL Security & Safety Regulations and OHSAS related OCP for the operation of Mobile Crane (copy enclosed)

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 acceptance.

Tenderers should submit their offer before the said due date in Sealed Cover superscribing the tender no.& Date, Due Date and the Technical offer will be opened in the presence of tenderers with due authorization.

Thanking you,
Encl:Work/Rate Schedule
Genl.Terms& Conditions
Spl.Terms & Conditions

Yours faithfully
for Bharat Heavy Electricals Ltd.,

(K.RAJENDRAN)
SR.MANAGER / CCC / MM / Mfg.,
Page1 of 1

TECHNICAL OFFER
HIRING of 3 Nos. Tyre Mounted Mobile Crane of each 10 Ton Capacity
Tender No. CCC / MM / Mfg / S1 / 7 / 3033 dt.29.02.2008

		Crane No.1	Crane No. 2	Crane No. 3	Crane No. 4
01	Type of Crane				
02	Capacity of Crane				
03	Boom Length				
04	Date of Manufacture				
05	Date of Registration & No.				
06	Copies of Certificates obtained from the Competent authority for the lifting capacity of the Crane				
07	Full details regarding Previous Experience for the supply of Cranes				
08	Minimum Period required for making available the crane from the date of Letter of Intent				
09	Documents to prove financial soundness of the Firm (Latest Profit and Loss Account, latest Income Tax Clearance Certificate or Certificate from the Auditor)				
10	Permanent Account No. (Income Tax PAN)				
11	Local Office Address at Trichy with Telephone No. e.mail id, Mobile No.				

Note:

1. **Apart from furnishing the above details, copies of relevant documents/certificates should also be enclosed with this Technical Offer.**
2. **All above columns should be filled without fail.**

Dated:

SIGNATURE OF THE TENDERER
WITH SEAL & FULL ADDRESS
Page 1 of 1

COMMERCIAL OFFER

TENDER NO CCC / MM / Mfg., / S1 / 7 / 3033 Dt.29.02.2008

Scope of Work	No. of Cranes Required	Capacity of each crane	Hire Charges per MONTH in Rupees Per Crane
HIRING of Tyre Mounted Mobile Cranes for handling materials at BHEL/Trichy	04	10 MT	Rs. _____ per Month per Crane (Rupees _____) _____)

NOTE:-

BHEL reserves the right to award the Contract to more than one contractor.

The Rate will be **FIRM** during the currency of the Contract.

The Contractor has to equip himself with standard wire ropes, lifting tackles, tools etc., The Contractor should furnish the full details of these ropes, lifting tackles, tools etc., along with the tender. However, for special requirement, BHEL will supply wire ropes, lifting tackles, tools etc., to the Contractor free of cost as and when required.

Please enclose Xerox copy of currently valid R.C Book, Fitness certificate and Insurance Policy for the crane and for the crane crew involved in the working inside BHEL Works.

The manpower required along with each Crane is **One Driver, Two Helpers**

The Hiring Charges should **include** the Cost of DIESEL/PETROL/LUBRICANTS etc. and the payment to ONE DRIVER and Two Helpers for each crane.

The driver should possess currently valid licence as per the norms of Regional Transport Authority.

The rate should be quoted on Monthly Hiring basis taking into account the following points:

- (i) The engagement of crane will be on all Working Days in a month excluding Sundays and Holidays declared by BHEL.
- (ii) The duration of Working in a day will be 8 Hours.(i.e, from 8.30 am to 12.30 pm. and 1.30 pm to 5.30 pm)
- (iii) For engaging the crane beyond the above duration, extra payment will be made on pro-rata basis.
- (iv) The rate per day will be arrived at by dividing monthly rate by 25.
- (v) The rate per hour will be arrived at by dividing the daily rate per day by 8.
- (vi) For Break-down of the crane, deduction will be made on pro-rata basis. (For Fraction, less than 30 minutes will be ignored and for more than 30 minutes will be treated as One Hour.
- (vii) The quoted rate should be inclusive of the salary of the crane crew and repair and maintenance expenditure etc., of the crane and inclusive of spare parts and tools.

Dated:

Signature of the Tenderer
With Seal & Full Address

SPEICAL CONDITIONS –I
TENDER S1/ 7 /3033

01)SCOPE: Hiring of 4 Nos. **Tyre Mounted Mobile Cranes each 10 Ton capacity** for loading, unloading and stacking of materials/components at BHEL Complex/Trichy-14.

02)RATE :

There will be no price variation on account of any increase/decrease of diesel price or any other spares parts and consumables during the tenure of the Contract.

The Rate quoted by the Carrier shall be **FIRM** throughout the tenure of the Contract.

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

03)a)The contractor's responsibility under this contract shall commence from the date of award of contract.

(b)The cost for mobilising the crane and taking it back shall be borne by the contractor.

04) BILLS :

The log-book for day-to-day work executed during 8 hours/extra hours schedule should be maintained by the Contractor and the signature should be obtained from the site Incharge/Authorised Executive of BHEL daily. The Ward concerned will certify the utilisation of the crane as per the contract to enable CCC/Stores to forward the bill for payment to Accounts Department after verification.

Bill can be claimed on Monthly basis (i.e. completion of Every month). Taxes, Duties if any will be recovered from the bills at sources and as well as ESI & PF if the same are not paid.

05) (a)The contractor should engage his own crane crew consisting of One Driver, two Helpers.

(b) The Contractor has to equip himself with standard wire ropes, lifting tackles, tools etc.,

(c) In addition, BHEL also will supply the necessary wire ropes & lifting tackles depending on the requirement on case to case basis.

(e) The Crane should be taken out of BHEL Complex after the day's operation is over. Under any circumstances, the crane should not be left in the BHEL Complex after completion of work.

06) The contractor will have to work in any or all the shifts during the 24 hours as directed by the officials of BHEL.

07) The work covered by this contract should be done under the contractor's direct supervision and should not be sub-contracted at any time. The contractor should depute able and literate supervisors in the absence of the contractor for proper supervision, receiving instructions etc.,

08)Any damage to BHEL material due to rough and faulty handling by the contractor's men will have to be made good by the contractor to BHEL. Similarly, if any damage caused to BHEL Equipment / installation / property of third party in the course of work by the contractors' men, the same shall be made good by the contractor.

09)In case the contractor fails to operate the contract or comply with any of the contractual obligations, BHEL reserves the right to get the same done at the contractor's risk and cost by another agency/departmentally apart from recovery of a penalty.

10) Minimum safety equipments required to be provided for the contractor's workmen under this contract are safety boots and leather gloves. It is the responsibility of the contractor not only to provide their work force with such safety equipment as may be considered necessary for the executions of the work but also to ensure their wearing them while working. Failing which punitive action will be taken by holding a sum of Rs.500/- for each violation which may be released only after compliance of the same.

11)BHEL Security and Safety regulations should be observed by the tenderers when their cranes are engaged in the work under this contract.

12)Crane engaged against above contract shall have a minimum capacity of 10 MTs.

13)Cranes employed should be in good condition.

14)The registration number of the crane which has been declared by the contractor for the exclusive use against this contract, should not be changed without obtaining prior permissions in writing from BHEL officer in-charge.

15)The Crane should leave BHEL Complex after the day's operation is over. Under any circumstances, the crane should not be left in the BHEL Complex after completion of work.

Dated:

Signature of the Tenderer
with Seal and Full Address
Page 1 of 2

16)The labourers engaged under this contract should not be permitted to stay inside BHEL works after completing their days' work. It will be the responsibility of the contractor to take the labourers out of BHEL works as soon as their day's work is over.

17) A list containing the name of working persons their age, designation, pay, nature of work is to be furnished immediately on receipt of the contract/work order in triplicate.

18)The work should be carried out in the presence of contractor's supervisor and prior permission should be obtained from the concerned supervisor and the executing section before starting the work.

19)The Contractor should ensure that the contract workers do not smoke, carry matches, lighters, spark producing devices or keep naked flame near gas-lines, valves and any other equipment connected with the gas distribution system or in areas with explosion/fire hazard.

20) Contract workmen shall not indulge in horseplay of any kind inside the plant and they should not act in a manner that would distract the attentions of other employees.

21) All necessary personal safety equipments as considered adequate by the officer in-charge shall be made available by the contractor for use of persons employed on the site and maintained in a conditions suitable for immediate use. The contractor shall take adequate steps to ensure proper use of equipment by those concerned.

22) All safety equipments necessary for the work shall be arranged for by the contractor at his cost.

23)The contractor should have office of his own with telephone facility near the place of work at Tiruchy.

24) The Contractor shall execute the contract diligently adhering to the terms and conditions of the contract. In the event of poor performance, suitable action, including delisting, will be initiated as per the terms and conditions of the contract.

In case the crane is under hypothecation, it should be ensured by the contractor that such hypothecation or any other bindings with third party by the Contractor shall not affect the day-to-day execution of the contract in BHEL.

The following points are to be complied with by the contractor.

The contractor should produce the **ORIGINAL** RC Book, Fitness Certificate, Insurance Policy, Certificate issued for the lifting capacity of the crane etc., for verification by CCC/MM/Mfg., before award of contract. The driver should possess valid driving license and should produce on demand.

The Contractor should submit Form No. 32 (See Rules 63 & 64), for the crane to be engaged, duly certified by the competent person who is approved by the Chief Inspector of Boilers. This form is with regard to the **Report of Examination for Cranes and Other Lifting Machines**.

The contractor is required to cover their employees / labourer by suitable insurance and ESI schemes. The contractor should submit the PF and ESI code to BHEL. In case ESI code is not available, the contractor should fill up the FORM I for Employees State Insurance Corporation. The policy taken by the contractor should be produced to BHEL authorities before commencement of work.

Before Commencement of the contract, FORM VIA (Rule25(2) (vii)) should be filled and after completion of the contract, FORM VI B -Rule 81.3 should be filled in and both forms should be submitted to CCC/FB.

BHEL reserves the right to extend or foreclose the contract with the mutual consent of the Contractor(s) and BHEL.

28)The General and Special Conditions of Contract are complementary to each other and where they are in conflict the Special Conditions shall prevail.

29)The General Terms and Conditions, Special Terms and Conditions I and II and the annexures related to OCP of OHSAS for the operation of mobile crane attached with the tender shall form part of the Contract.

Dated:

Signature of the Tenderer
with Seal and Full Address


 70-938	OCCUPATIONAL HEALTH & SAFETY MANAGEMENT SYSTEM	REV. DATE	00 22.1.02
OCP:BMM:	OPERATIONAL CONTROL PROCEDURE	PAGE	1 of 2

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.No	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 the Motor Vehicle Act Sec.3 to 28	Contractor / Security
06	Wearing appropriate personal protective equipments	Contractor / Executive 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

contd..2..

 70-938	OCUPATIONAL HEALTH &SAFETY MANAGEMENT SYSTEM		REV. DATE	00 22.1.02
OCP:BMM:	OPERATIONAL CONTROL PROCEDURE		PAGE	2 of 2
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 & TLC	
22	Review of feed back for corrective action		Stores/Contracts	

Signature of the
Tenderer with seal

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

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) 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.

Signature of The Tenderer with Seal

SAFETY PRECAUTIONS TO BE OBSERVED WHILE TRANSPORTING MATERIALS

I. VEHICLES :

1. Vehicles carrying materials should have proper registration documents and must be produced on demand by BHEL security staff.
2. The lights on right side(i.e.) over driver's cabin should be in working condition.
3. 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.
4. In road junctions, speed breakers and railway crossing the speed should be lowered and vehicles should proceed cautiously.
5. The driving should be kept in the left at all places.
6. The vehicle should not be parked in the road in such a way to cause obstruction to vehicular traffic.
7. No persons other than driver should be allowed to sit or stand on the prime mover of the trailer.
8. The vehicle should pass only through approved routes. Short cuts are forbidden.
9. There must be a safe distance behind another moving truck.
10. 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/Stores/MM/Mfg., supervise the work or part of the work.
- e) "Approved" and "Directed" means, the approval or direction of DGM/Stores/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 DGM/Stores/MM/Mfg., 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/Stores/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.

Dated:
Place :

Signature of the Tenderer
With Seal

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.

Dated:
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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/Stores/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 DGM/Stores/MM/Mfg., or the OFFICER-INCHARGE, to receive instructions.

The DGM/Stores/MM/Mfg., DGM/Stores/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/Stores/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 the contractor shall indemnify the BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL where BHEL is a private person, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise.

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.

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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 DGM/Stores/MM/Mfg., 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/Stores/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/Stores/MM/Mfg., whose decision shall be final and conclusive.

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/Stores/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 ;

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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/Stores/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 DGM/Stores/MM/Mfg., 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/Stores/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/Stores/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/Stores/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/Stores/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.

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".

Dated:
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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 DGM/Stores/MM/Mfg., 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/Stores/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.

35) 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.

36) BHEL shall not be responsible for any consequences arising out of non-intimation of change of address.

37).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 center, 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.

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Dated:
Place :

Signature of the Tenderer
With Seal

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THE DETAILS OF CONDITIONS ATTACHED WITH THIS TENDER ENQUIRY

- | | |
|--|-----------|
| 1. TECHNICAL OFFER | (1 Page) |
| 2. Commercial Offer | (1 Page) |
| 3. Special Conditions | (2 Pages) |
| 4. OHSAS | (2 Pages) |
| 5. Special Conditions – II | (1 Page) |
| 6. Security Deposit | (1 Page) |
| 7. Conditions related to Welfare of Labour | (1 Page) |
| 8. Safety Precautions to be observed while transporting materials. | (1 Page) |
| 9. Safety Conditions | (1 Page) |
| 10. General Conditions of Contract | (6 Pages) |

Note: 1. Please ensure that each and every page of the above conditions is signed and submitted with the Technical Offer.

2. Demand Draft towards EMD should be submitted along with the Technical Offer.