



BHARAT HEAVY ELECTRICALS LIMITED
(A Government of India Undertaking)
Unit : TIRUVERUMBUR, BOILER PROJECT, P.O.
TIRUCHIRAPALLI - 620 014.

MAINTENANCE AND SERVICES / TRANSPORT
NOTICE INVITING TENDER

01. Name of work : Supply of 3 Nos. open **Lorry** for Internal Movement of materials from any place to any other place within **BHEL** Complex including Phase-II and PPPU, Tirumayam
02. Tender No. : **TENDER NOTICE NO.BHE/M&S/LORRY/12-13**
03. Value of contract : **Rs. 60.00 LAKHS**
04. Contract period : **TWO YEARS**
05. Last Date for Receipt of Tenders : **14.30 Hrs. on 24.08.2012**
06. Date of Tender Opening (Technical bid) : **15.00 Hrs. on 24.08.2012**

ISSUING OFFICER

TENDER NO. BHE/M&S/LORRY/20 12-13

SECTION –I

QUALIFYING CRITERIA FOR THE SUPPLY OF OPEN LORRY ON RENTAL.

The bidder has to meet the following requirements to get qualified for submitting tender for operation .

	PARTICULARS	VENDOR'S RESPONSE
01	The bidder should have min. 3 years experience in LORRY operations on rental basis. Performance certificate from the any one customer should be furnished.	
02	The bidder should be able to supply 3 no of lorries throughout the contract period.	
02	BHEL reserves the right to verify the information provided by bidder. In case the information provided by the bidder is found to be false/ incorrect, the offer shall be rejected.	
03	The bidder should quote the rate for 2 year operation .	
04	Name of the person to contact with phone number for any clarifications.	
05	Service Tax Registration Number- Copy to be enclosed	

SECTION – II

BID/OFFER FORMAT

The Bidders to note the following

SL.No.	REQUIREMENTS	BIDDERS COMPLIANCE
01.	The Bidder shall submit the offer in TWO PARTS SYSTEM 1.Technical& Commercial (Part-I) (separate cover) 2. Price Bid (Part-II) (separate cover) (Covers should be superscripting Tender No.)	
02.	All the above 2 covers put into a large single cover and superscripting Tender Notice. BHE/M&S/LORRY/12-13	
03.	The Part-I Technical bid alone will be opened on the Tender opening date	
04.	Part-II Price Bid of technically suitable bidders will be opened after giving prior intimation.	

SECTION III

SCOPE : Supply of open lorry on rental for TWO YEARS

Sl No	Description	Model	QTY.
1	OPEN LORRY	2005	03 nos

1. Lorry should be operated by experienced driver with heavy license and badge. The Contractor should provide one experienced helper for assisting the driver.
2. The lorry body should be steel structure and capable to carry the rated capacity of 9- 10 Tons.
3. **The drivers should be paid as per the Government minimum wage Act and an additional payment as per circular ref.BHE/HR/W/MW/16.08.2011 is to be paid to the contract workmen as below, over and above the Minimum Wages prescribed by the Government of Tamilnadu:**

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

A minimum Bonus @ 8.33 % to Driver to be paid.
4. **All The drivers should have covered under PF/ESI/CONTRACT LABOUR REGULATIONS ACT. The vendor should have separate PF & ESI registration in their own name and all their drivers should be covered.**
5. Price variation will be compensated on Diesel price Increase/decrease on reckoning 5 kms/litre for diesel
6. Lorry operator should have or agree to establish local office within 20 km radius from BHEL with independent premises with communication facilities like telephone and cell phone.
7. The contractor has to arrange a responsible person at BHEL for opening and closing of trip sheets every day
8. The driver should fill all the details in the trip sheets. Trip sheet for lorries engaged by BHEL will be supplied by BHEL. It is the responsibility of the lorry drivers to get all the columns and each every movement filled and get the entries signed by the user.
9. In case of loss of original trip sheet BHEL reserves the right not to entertain the claim.
10. The driver should keep the valid documents i.e. driving license, RC book, insurance cover note, road tax, fitness certificate and valid permit in the vehicle.
11. The lorries should be reported in full readiness for the entire trip operation in terms of fuel availability and willingness of drivers.
12. The starting and closing KILO METER readings & TIME will be from BHEL Transport section only and it will be certified by the Supervisor-in-charge.
13. BHEL reserves the right to extend the validity period of contract for further period at the same rates, terms and conditions applicable to this contract, as mutually agreeable between BHEL and the contractor.
14. For outstation trips driver should be provided with enough money for food, toll charges+ and diesel .Toll charges will be reimbursable by BHEL.

15. The condition of the vehicle like condition of tyres, head-lights/indicators, horn etc., should be good.
16. Driver should have mobile hand set in good working condition.
17. Lorries shall be reported in pooling section of BHEL Transport at requested in full readiness for the entire day's operation in respect of fuel availability and willingness of the drivers.

SECTION IV

01. Sealed Tenders enclosed for the work are hereby invited from contractors, experienced in works of similar kind and magnitude.

Tenders should be addressed to **The Senior Manager / M&S/Planning, Bharat Heavy Electricals Limited. Tiruchirapalli- 620 014** with the full name and address of the Bidder and the name of the work being noted on the cover with tender Ref. & due date of opening.

02. All entries in the tender documents should be made in one ink. Erasure and over-writing are not permitted. All cancellations and insertions should be duly signed by the Bidder concerned.
03. Bidders should fill in all the required particulars in the blank spaces provided for this purpose in the tender documents also sign each and every page of the tender document while submitting their tender.
04. Unit rates should be quoted in figures as well as in words with reference to each item and for all the items shown in the attached schedule.
05. Rates for each item of the tender schedule should be quoted in Rupees only. In case any difference in rates quoted to figures and in words, the lower of the rates will be taken as the tendered rate.
06. Service Tax will be paid as per the Government Norms. Contractor should submit copy of Service Tax Registration Certificate. Income-Tax will be deducted as per the Rules.
07. In the event of tender being submitted by the firm, the tender must be signed separately and legibly by each partner or member of the firm or in their absence, by the person holding the power of attorney on behalf of the firm concerned. In the latter case, a copy of the power of attorney duly attested by a Gazetted Officer must accompany the tender.
08. Every tender must be accompanied by Deposit receipt for the amount mentioned in this tender notice as Earnest Money Deposit, pledged to BHEL, Tiruvermbur in any of the forms mentioned in para 15 of the General Instructions to bidders (Revised). This Earnest Money Deposit will be refunded to the unsuccessful bidders within 15 days on finalizations of the award of work. In the case of successful tenderer, the earnest Money Deposit will be retained as part of the Security Deposit for satisfactory completion of the work in accordance with clause 16 of the General Conditions of contract as amended up to date.

Note : "Cheque, Currency Notes or Money Order will not be accepted in lieu of the Deposit Receipt referred to above".

09. SECURITY DEPOSIT:

- 1.1 The amount of security Money to be deposited for proper fulfillment of the contract will be as follows:

- a. For Contract Valued up to 10% of the Contract value
Rs. 10.00 Lakh.
- b. For Contract Valued above 1 lakh plus 7.5% on the balance of
Rs. 10.00 Lakh upto the Contract value.
Rs. 50.00 Lakhs

- c. For Contracts valued above Rs. 50.00 Lakhs Rs.4 lakhs + Plus 5% on the balance of the contract value.

1.2 The contractor whose tender may be accepted shall, within seven days of receipt by him of the notification of acceptance of his tender, deposit with BHEL, Unit: Tiruverumbur, the prescribed sum as per Clause 16 (i) above towards Security Deposit.

- a. Cash (as permissible under the Income Tax Act), Pay order or Demand Draft in favour of BHEL.
- b. Local cheques of scheduled banks, subject to realization.
- c. Securities available from Post offices such as National Savings Certificates, Kisan Vikas Patra etc. (Certificates should be held in the name of the contractor furnishing the security and duly pledged in favour of BHEL, Trichy and discharged on the back).
- d. Bank Guarantee from Nationalized, 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.
- e. Fixed Deposit Receipt 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.
- f. Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit will be collected before start of the work and the balance 50% may be recovered from the running bills.

NO INTEREST SHALL BE ALLOWED ON SECURITY DEPOSITS. BHEL, shall not be responsible for any loss of securities due to liquidation or any other reason whatsoever or any depreciation in the value of the Securities while in their charge or for any loss of interest thereon.

NOTE: Acceptance of Security Deposit against Sl. No. (c) and (d) above will be subject to hypothecation or endorsement on the documents in favour of 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.

- 1.3. 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 realized by the sale of the securities of from the interest arising there from or from any sums which may be due or may become due to the contractor payable by BHEL, on any account whatsoever against this contract of any other contract with BHEL and in the event of his Security Deposit being reduced by reason of such deductions or sale as aforesaid, the Contractor shall within seven days thereafter make good in cash or in securities endorsed as aforesaid, any sum or sums by which the security Deposit has been so reduced.
- 1.4. Security Deposit may be refunded on completion of the work on submission of No Due Certificate.

10. The BHARAT HEAVY ELECTRICALS LIMITED, reserve the right to reject any or all the tenders received or accept any tender or part thereof without assigning any reason therefore. In the case of acceptance of the part of tender, time for completion may also be reduced to the extent considered appropriate by the accepting officer.

11. Tenders not submitted on the prescribed forms are liable to be rejected.
12. Tenders submitted by Post should be sent by "Registered Post with Acknowledgement Due". These should be posted with due allowance for any delay in postal delivery. Tenders received after the due date of opening of tenders are liable to be rejected.
13. The Contractor's responsibility under this contract shall commence from the date of work order.
14. If a bidder expires after the submission of his tender or after the acceptance of his tender, the BHEL may at their discretion cancel such tender.
15. If the bidder deliberately gives wrong information in his tender, BHEL, reserves the right to reject the tender at any stage.
16. The general and Special Conditions of Contract are complementary to each other and where they are in conflict, the special conditions shall prevail.
17. Bidders shall not increase their quoted rates, in case BHEL, negotiates for reduction of rates. Such negotiations shall not amount to cancellation or withdrawal of the original offer and the rates originally quoted shall be binding on the tenders for the period of three months from the date of opening of tenders.

“WORK / RATE SCHEDULE”

Scope of work : Hiring of Lorry on rental for Internal Movement of materials from any place to any other place within BHEL complex, Phase-II and PPPU-Tirumayam - MODEL 2005 YEAR AND SUBSEQUENT YEARS

Loading Capacity : 9-10 Tone

Period of contract: TWO years.

RATE SCHEDULE

SL. NO.	Description	Unit	Amount (Rupees in words)
1.	Rate for operating lorry for working upto 12 Hrs per day.	Rate per day	
2.	Rate for fuel charge	Per Km	
3.	Rate for operating lorry beyond 12.00 hrs. per day.	Per Hour	

L1 will be arrived on full day rate per day + 30 kms per day fuel charge. Order will be awarded to single contractor only.

RATE BASIS

The rate quoted here should be 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. Service taxes applicable will be paid extra if service tax registration is produced.

The quoted Rate is on Per day basis irrespective of the number of trips or quantity handled per day.

The Hiring Charges includes the Cost of Fuel, Lubricants, Repair, Maintenance expenditure, spare parts, tools etc., of the Lorry and the payment to One Driver and Helper

The rates quoted should be **FIRM** throughout the contract period

The duration of the contract will be 2 years from the commencement of work.

Price variation will be compensated on Diesel price Increase/decrease on reckoning 5 kms/litre for diesel.

SPECIAL INSTRUCTIONS:-

- 1) The movement between two farthest points would be around Radius of 90 KMs (PPPU).
- 2) The engagement of Lorry may be on all Working Days including Weekly off and holidays of BHEL.
- 3) The duration of Working in a day will be One Shift i.e. **12 Hours** per day. Over time will be given beyond working 12 hours.
- 4) For engaging the Lorry beyond the above duration, extra payment will be made on hourly basis only when loading and unloading or movement or any activity related to internal movement in progress.
- 5) BHEL reserves the right to cancel the tender.

SECTION- V

01. SCOPE : Supply of 3 No. open **Lorry** for Internal Movement of materials from any place to any other place within BHEL Trichy-14 complex including Phase-II and Tirumayam.

02. RATE :

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

The rate quoted should be 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. BILLS The log-book for day-to-day work executed with the load (material) handled should be maintained by the Contractor and the signature should be obtained from the site Incharge/Authorised Executive of BHEL daily. The User Agency will certify the utilisation of the Lorries as per the contract to enable Transport Section /M&S to forward the bill for payment to Accounts Department after verification.

Bill can be claimed 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.

04. The contractor's responsibility under this contract shall commence from the date of award of contract/work.

05. The contractor should engage his driver along with cleaner/helper as required for transportation operations and equip himself depending on the nature of the operations with whatever personal protective equipment necessary for the safety of the individual as applicable by statutory requirement such as factories act, motor lorry act etc.

06. 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.

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

08. In case the contractor fails to operate the contract or comply with any of the contractual obligation, BHEL reserves the right to get the same done at the contractor's risk and cost by engaging another agency or departmentally apart from recovery of a penalty towards non placement of lorry at Rs.500/- per day per lorry. For breakdown lorry, only per hour rate + fuel charge per running km will be charged. The per hour rate will be taken on pro rata basis.

09. While transporting the loads it should be ensured by the contractor that loading and lashing are proper as per safety standards established by BHEL, so as not to cause safety hazards.

10. BHEL Security and Safety Regulations should be observed by the tenderers when their men/lorries engaged in the work under this contract and the lorry and man power used shall comply the statutory requirements.

11. The lorries engaged should be in running / operating conditions meeting statutory regulations such as motor lorry act etc.

- 12.** Lorries for which registration number have been declared by the contractor for the exclusive use against this contract should not be changed without obtaining prior permission in writing from BHEL Officer in charge.
- 13.** The supervisor/drivers/cleaners engaged under this contract should not be permitted to stay inside BHEL complex after completing their day's work. It will be the responsibility of the contractor to take the laborer's out of BHEL Complex as soon as their day's work is over.
- 14.** The contractor is required to cover their employees/ laborers by suitable Insurance Scheme (like Janata Insurance) against risk over and above PF & ESI. The Policy taken by them should be produced to BHEL authorities concerned before commencing the work. ESI identity card should be presented at the gate or while loading on demand.
- 15.** The work should be carried out as per instructions of supervisor concerned and prior permission should be obtained from the concerned BHEL's Supervisor and executing section before starting the work and report to the other supervisor after completion at unloading point
- 16.** It should be ensured that the contract workers do not smoke, carrying matches, lighters, spark producing devices or keep naked flame near Gas-line, valves and any other equipment's connected with the Gas distribution system or in areas with explosion/fire hazards and they shall not cook food with stove etc.
- 17.** 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 attention of other employee.
- 18.** All necessary personal protective equipments such as shoes, gloves, helmet etc. considered adequate by the Officer in-charge / safety Dept. shall be made available by the contractor for the use of persons employed on the site and maintained in a condition suitable for immediate use. The contractor shall take adequate steps to ensure proper use of equipments by those concerned. All safety equipments necessary for the work shall be arranged by the contractor at his cost.
- 19.** If the contractor's workmen are found violate the safety regulations, punitive action will be taken by withholding a sum of up to Rs. 500/- for each violation.
- 20.** Security and safety regulations of BHEL should be observed and learnt while in BHEL complex. Ignorance of such regulations will not be accepted as an excuse.
- 21.** 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.
- 22.** BHEL shall not be responsible for any consequences arising out of non-intimation of change of address and the contractor should update the address as and when there is a change.
- 23.** The General and Special conditions of Contract are complementary to each other and where they are conflict, the decision of BHEL is final. The tender notice containing various instructions and conditions shall also form a part of the contract.

SECTION- VI

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.

SECTION- VII

SAFETY PRECAUTIONS TO BE OBSERVED WHILE TRANSPORTING MATERIALS

I. LORRY :

01. Lorry carrying materials loading/unloading will be done by man power BHEL .Every material with proper documents and must be produced on demand by BHEL security staff.
02. The lights on right side(i.e.) over driver's cabin should be in working condition.
03. Both the head lights as well as park lamps must be in working condition.

II. MOVEMENT OF LORRYS :

01. The driver of the lorry must possess heavy duty license with Batch and produce on demand by the security staff.
02. The driving should be kept in the left at all places.
03. The lorry should not be parked in the road in such a way to cause obstruction to vehicular traffic.
04. No persons other than driver should be allowed to sit or stand on the Lorry.
05. The lorry should pass only through approved routes. Short cuts are forbidden.
06. There must be a safe distance behind another moving Lorry.
07. The driver should avoid making quick starts, jerky stops or quick turns at excessive speed.

III. :

01. Strong side supports should be provided on both sides of the Lorry. The side supports should be fixed in such a way that it cannot be removed even temporarily.
02. Adequate packing must be given for easy slinging operations. The packing materials should be good enough to withstand the load.
03. The stacking of loads on the Lorry should be evenly placed. The load should not be heaped together or dumped over the chassis.
04. The load on the Lorry should not be beyond its standard capacity. The carrying capacity must be clearly marked on the Lorry also.
05. While loading/unloading proper slinging practice should be followed.
06. The lorry should not be moved directly inside the production buildings in case the materials are to be loaded, un-loaded there. But the lorry 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.
07. When reverse operation are undertaken adequate helper should be engaged to control the Movement.

SECTION- VIII

GENERAL TERMS & CONDITIONS OF CONTRACT

1. **DEFINITION :-** In these General Conditions of Contract, the following terms shall have the meaning hereby assigned to them, except where the context otherwise requires:-
 - (a) The "**Contract**" means, the documents forming the tender and acceptance thereof, together with all the documents referred to therein including general and special conditions to contract. All these documents as applicable taken together shall be deemed to form one contract and shall be complementary to one another.
 - (b) The "**work**" means, the work described in the tender documents in individual work-orders as may be issued from time to time to the contractor by the Officer-Incharge within the power conferred upon him including all notified or additional items of works and obligations to be carried out as required for the performance of contract.
 - (c) The "**contractor**" means, the individual Firm or Company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the persons composing the firm or Company or the successors of the firm or company and the permitted assigns of such individual or firm or Company.
 - (d) "The **Officer-In charge**" means, the Officer deputed by the AGM/Planning/M&S., to supervise the work or part of the work.
 - (e) "**Approved**" and "**Directed**" means, the approval or direction of AGM/Planning/M&S, 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 Sr.Manager/Planning/M&S 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 "**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 AGM/PLANNINGM&S.,. No such work shall be valid unless the same has been specifically confirmed and accepted by BHEL in writing and incorporated in the Contract.
5. **OCTROI AND OTHER DUTIES:-** All charges on account of Octroi terminal or Sales Tax and or other Duties on materials obtained for the work shall be borne by the Contractor.
6. **PLANT AND EQUIPMENT:-** The Contractor shall at his own expense, supply all tools plant and equipment (Herein after referred to as T&P) required for the execution of the contract.
7. **ASSIGNMENT OF TRANSFER OF CONTRACT:-** The Contractor shall not without the prior written approval of the BHEL, assign or transfer the contract or any part thereof, or any share,

or interest thereon to any other persons. No sum of money which may become payable under the contract shall be payable to any person, other than the contractor unless the prior written approval of the BHEL to the assignment or transfer of such money is given.

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

- 8. COMPLIANCE TO REGULATIONS AND BY-LAWS:-** The Contractor shall confirm to the provisions of any statute relating to the work and regulations and Bye-Laws of any local authority. The Contractor shall be bound to give all notices required by statute regulations or By-Laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.
- 9. 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.
- 10. CONTRACTOR'S SUPERVISION:-** The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to the AGM/PLANNING/M&S, 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 AGM/PLANNING/M&S to receive instructions.

AGM/PLANNING/M&S, shall have full powers and without assigning any reason, require the Contractor to immediately cease to employ in connection with this contract, any agent, servant or employee where continued employment is, in his opinion undesirable. The Contractor shall not be allowed any compensation on this account.

- 11. 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.
- 12. PRECAUTIONS AGAINST RISK:-** The Contractor shall be responsible for providing at his own expense for all precautions to prevent loss or damage from any and all risks and to minimize the amount of any such loss or damage and for the necessary steps to be taken for the said purpose.
- 13. DAMAGE & LOSS TO PRIVATE PROPERTY & INJURY TO WORKMEN :-** The Contractor shall at his own expense reinstate and make good to the satisfaction of the AGM/PLANNING/M&S, 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.
- 14. LAWS GOVERNING THE CONTRACT:-** The contract shall be governed by the Indian Laws for time being in force.

15. CANCELLATION OF CONTRACT FOR CORRUPT ACTS:- BHEL , whose decision shall be final and conclusive, shall without prejudice to any other right or remedy which shall have accrued shall accrue thereafter to BHEL cancel the contract in any of the following cases and the Contractor shall be liable to make payment to BHEL for any loss or damage resulting from any such cancellation to the same extent as provided in the case of cancellation for default.

If the Contractor shall :-

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

OR

(b) enter in to a contract with BHEL in connection with which commission has been paid or agreed to be paid by him or with his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to BHEL.

OR

(c) obtain a contract with BHEL as a result of ring tendering or by non-bonafide methods of competitive tendering, without first disclosing the fact in writing to BHEL.

16. 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/PLANNING/M&S which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by AGM/PLANNING/M&S, or the same shall be recovered from the Contractor by other means.

(e) In case the BHEL carries-out the work under the provisions of this condition the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plants and/or labour provided by the BHEL with an addition of such percentage to cover

superintendence and establishment charges as may be decided by the AGM/PLANNING/M&S., whose decision shall be final and conclusive.

17. CANCELLATION OF CONTRACT IN PART OF FULL FOR CONTRACTOR'S DEFAULT:

If the Contractor:

- (a) makes default in carrying out the work as directed and continues in that state after a reasonable notice from AGM/PLANNING/M&S., or his authorised representative ;
- (b) fails to comply with any of the Terms and Conditions of the contract or after reasonable notice in writing with orders properly issued thereunder ;
- (c) BHEL, may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the contract as whole or in part thereof or only such work order or items of work in default from the contract. Whenever BHEL exercise the authority to cancel the contract as whole or part under this condition BHEL may complete the work at the contractor's risk and cost (as certified by AGM/PLANNING/M&S., 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 / PLANNING/ M&S or the same shall be recovered from the Contractor by other means. In case the BHEL carries out the work or any part thereof under the provisions of the conditions the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or labour provided by the BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the AGM/PLANNING/M&S., whose decision shall be final and conclusive.

18. 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.

- 19. SPECIAL POWER TO TERMINATION:-** If at any time after the award of contract, BHEL shall for any reason whatsoever not require whole or any part of the work to be carried out the AGM/PLANNING/M&S., 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.

- 20. 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 AGM/PLANNING/M&S., 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.

- 21. 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 AGM/PLANNING/M&SS.,.

- 22. 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.

23. 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.

24. 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 Sr. Manager/Planning/M&S subject to prompt notification by the contractor.

25. 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 AGM/PLANNING/M&S., 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.

26. 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.

27. STATUTORY REQUIREMENTS:

(a) 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.

(b) Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.

(c) Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.

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

- (e) Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.
- 28. REGISTERS & RECORDS:-** The Contractor shall maintain all registers and records in the proper manner and as required by the regulations of the various authorities concerned and indemnify the Employer from the consequences due to any inaccurate or faulty documentation on the part of the Contractor.
- 29. MOTOR LORRY ACT:-** The transporter shall carry the weight of the consignment to the rated capacity of the lorry only and Honor the Supreme Court Judgment by not carrying Over Weight and comply the relevant Motor Lorry Act and other statutory requirement.
- 30. REMOTE TRANSACTIONS:-** The Contractor shall agree to and comply with all such terms and conditions as BHEL may prescribe from time to time and shall confirm that all transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centers, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication established by BHEL shall constitute legally binding and valid transactions when done.
- 31. CHANGE IN CONSTITUTION OF FIRM:-** Changes in constitution of firm whenever it is made after submission of application or during currency of the contract, the existing firm has to duly inform the proposed changes to contracting department of BHEL at the appropriate time before the changes in the constitution are made. In case the absence of any such information BHEL is not responsible for the consequences arising out of the absence or suppression of information and the issue / dispute arising out of these changes and the firm is responsible for settling the issue or dispute among themselves (Partners etc) or with the bankers or with any third party. Under the above circumstances when dispute arises and the firm does not inform the change in the constitution of the firm BHEL may reserve its rights for suspending or terminating the contract.
- 32. LIEN OF CONSIGNMENTS:-** The Contractor shall have no 'lien' of any kind over the consignments entrusted for transportation. Any dispute with the Contractor and the consignees shall be settled on negotiations but under no circumstances, delivery of the materials shall be withheld by the Contractor.
- 33.** Contractor shall watch and safeguard Employer's interests during the performance of the work. The Contractor shall carefully check each consignment with the relevant despatch documents to ensure correctness of each despatch and each delivery.

Date:
Place:

Signature of the Tenderer