



Bharat Heavy Electricals Limited

(A Government Of India Undertaking)
Boiler Auxiliaries Plant
Ranipet – 632 406

Phone Nos: 04172 – 284839

E-mail: vkn@bhelrpt.co.in

PRODUCTIVITY AND MANAGEMENT SERVICES **LOGISTICS MANAGEMENT**

The tender is uploaded in our BHEL WEB site as per CVC guide lines vide Office Order No. 10/02/04.

Only those vendors who have already enlisted with BHEL, Ranipet through enlistment procedure is allowed to participate in this tender.

Interested Vendors may contact with their credentials to AGM (OS&P&MS) BHEL, BAP, Ranipet – 632 406 for due enlistment for future such tenders.

Enlistment Application forms can be obtained from office of the Additional General Manager / OS&P&MS or can be downloaded from BHEL WEB page.

DY.MANAGER/P&MS/LOGISTICS

SIGNATURE OF THE TENDERER WITH SEAL



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PRODUCTIVITY & MANAGEMENT SERVICES LOGISTICS MANAGEMENT

TENDER ENQUIRY NO: P&MS/LM/047 Dt. 07.02.2012

NOTICE INVITING TENDER

01. Name of the work :Speedy movement of materials from BHEL,Ranipet to any place in India
02. Period of contract : One year from the date of LOI
03. Appx. Tender value : Rs.20.00 lakhs.
04. EMD to accompany the Tender :Rs.40,000/- (Rupees Forty thousand only)
05. Last Date and Time for receipt of Tender : 22.02.2012 14.00Hrs
06. Date and Time of Opening the Tender : 22.02.2012 at 14.30 hrs.

Yours faithfully,
for and on behalf of BHEL.,

DY.MANAGER/P&MS/LOGISTICS

Note: - Tenderer should sign and affix seal in all the pages of this document.

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Annexure-I-Price bid

Scope of Work for Speedy movement of Materials from BHEL,Ranipet to any place in India

Tender No: P&MS/LM/047 Dt.07- 02-2012

| Sl.No | Description | Weight Slab | Rate in Rs. Per KG (Excluding Service tax) |
|-------|--|------------------|--|
| 01 | Speedy Movement of materials from BHEL Ranipet to any place in Southern States of India (Southern States : Tamil Nadu, Pondicherry, Andhra Pradesh, Kerala & Karnataka) & Vice versa | 0 to 500 kgs | |
| | | 501 to 1000 kgs | |
| | | 1001 to 2000 kgs | |
| | | 2001 to 3000 kgs | |

| II. Other Details / Rates | | |
|----------------------------------|--|---------------------|
| a) | Minimum Chargeable Weight (Kg) | |
| b) | Maximum Size Allowed (L X W X H) | 6Mx 2Mx2M |
| c) | Documentation Charge in Rs. | |
| d) | Weight Equivalent per Cubic Feet (For Volume Occupying Items) Note: This weight will be taken for freight payment if this happens to be higher than actual weight. | 10 kg.=1 cubic feet |
| e) | Door collection & Door delivery charges per LWB. | |
| f) | Insurance | Consigner/Consignee |
| g) | Service Tax, if any | |

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SCOPE OF WORK: Speedy Movement of Materials From BHEL/Ranipet to any place in India, (except stations in Southern States - Tamil Nadu, Pondicherry ,Andhra Pradesh, Kerala & Karnataka)

I. RATE per KG for transportation of Materials:

| Weight Slab in kgs. | | | Rate in Rs. per kg. (Excluding service tax) |
|---------------------|------|------|--|
| Slab | From | To | |
| a | 1 | 500 | |
| b | 501 | 1000 | |
| c | 1001 | 2000 | |
| d | 2001 | 3000 | |

II. Other Details / Rates

| | | |
|----|--|---------------------|
| a) | Minimum Chargeable Weight (Kg) | |
| b) | Maximum Size Allowed (L X W X H) | 6MX2MX2M |
| c) | Minimum Charge in Rs. | |
| d) | Weight Equivalent per Cubic Feet (For Volume Occupying Items) Note: This weight will be taken for freight payment if this happens to be higher than actual weight. | 10 kg= 1 cubic feet |
| e) | Service charges for arranging Statutory Documents en route The Service Charge is applicable only when statutory documents are not given by consignor at the time of booking. | |
| f) | Octroi charges if any | |
| g) | Service Tax, if any | |

RATE BASIS

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.

Service Tax as applicable will be payable extra. The Service tax has to be paid to the Statutory Authorities by the Contractor. The Contractor shall produce the proof for having paid the service tax to the statutory authorities for the previous month and submit the proof to BHEL for payment along with the next month bill.

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Annexure-II - SPECIAL CONDITIONS

BILLS SUBMISSION PROCEDURE TO BE FOLLOWED BY THE CONTRACTOR FOR FREIGHT PAYMENT

All Outward booking of consignment to be made on "To be billed at Ranipet" basis only. Bookings on "Freight payable by Customer / Supplier / Site " basis for outward consignments may be done on specific request by BHEL Officials not below the rank of MANAGER of the User Department concerned.

Documents to be enclosed along with freight claim bill:

Freight bill as per approved rates.

Consignee copy of docket with original acknowledgement or proof of delivery copy with original acknowledgement to be produced.

Freight bills should be submitted within a month time after delivery of consignments.

DELIVERY:

It is the responsibility of the Contractor to collect and deliver the consignment safely to the consignee within the committed delivery/transit time.

DOCUMENTATION:

It is the responsibility of the Contractor to collect all the required despatch documents such as Invoice, Sales Tax Forms, Bills, Excise Invoice, Packing List, Delivery challan, Road Permit etc., from the consignor at the time of booking the consignments.

For the outward consignments, while collecting the materials from BHEL Complex to other Destination Points, the carrier should collect relevant Gate Pass, Packing Lists, Invoice etc. for taking out the material.

While accepting the consignments for transportation, the Carriers should doubly ensure, that necessary documents for check post are collected, so that the consignments are not detained en route for want of documents.

Any detention of consignment on this account will be the Carriers' responsibility.

If a consignment is detained en route by the check-post authorities and penalty, such as advance tax, compound tax etc. is imposed, such penalty will have to be borne by the Carriers. It is also the responsibility of the carrier to get the consignment released from the check post and deliver it in time.

The formalities of Excise duty gate Pass for the materials moved shall be adhered to strictly. The duplicate Transporter's copy of Excise Invoice etc., should be carefully brought and handed over to the consignee along with the materials. Any loss arising out of the failure to comply with the above shall be borne by the Carrier.

The Road Permit collected from the consignor should be handed over to the Consignee without fail.

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TRANSIT TIME & PENALTY FOR DELAYED DELIVERY:

The actual transit Time (number of days) for transit shall be calculated at the rate of 360kms per Day

Actual Transit Time + 1 Day for Booking + 1 Day for Delivery shall be allowed for the transportation without penalty Charges.

Anything more than the above time will be counted as DELAY and attract the penalty charges as follows:-

| Sl.No. | DELAY | % of Penalty |
|---------------|-------------------------|---------------------|
| 01 | One day | 5% |
| 02 | Two days | 10% |
| 03 | Three days | 15% |
| 04 | Four days to seven days | 25% |
| 05 | Above seven days | 50% |

The above % of penalty is imposed on the TOTAL FREIGHT CHARGES of the consignment EXCLUDING OCTROI AND SERVICE CHARGES.

If the due delivery date happens to be a National Holiday, Public Holiday or Company Holiday, the delivery should be effected on the immediate NEXT Working Day.

No penalty for the reasons beyond the control of Transporters such as Floods, Strike, Accidents etc., which are to be substantiated with documentary proof.

FORCE MAJEURE :

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 reasons of any WAR, HOSTILE ACTS of the PUBLIC ENEMY , CIVIL COMMOTION, EPIDEMICS, or ACT 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 there for 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 AGM/P&MS subject to prompt notification by the Contractor.

OCTROI CHARGES:

Octroi Charges if any paid by the Carrier will be reimbursed by the Consignor / Consignee at the time of billing by the Carrier. For this, the Carrier should produce relevant supporting vouchers along with the freight bills.

INSURANCE, LOSS & DAMAGE

At the time of booking the consignment, the Carrier should ensure that the insurance coverage is taken for the said consignment either by the Consignor or by the Consignee. Should there be any damage or loss of materials during transportation, the Contractor shall be responsible for the same.

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The Contractor will be solely responsible for any damages caused by the Contractor's vehicles /persons to the BHEL materials/properties and the persons working in the BHEL Complex.

BHEL will not be responsible for any damages to the Contractor's Vehicles/Injury to their employees/Persons while booking/ delivering the Cargo in BHEL premises.

The employees/persons of the Contractor who are given entry pass by BHEL, for this contract for their day-to-day activities, shall be covered by Life Insurance and ESI or any other scheme provided by the Transport Carrier with regard to the health and safety of the persons.

CLAIMS:

In case of claims the concerned delivery Branch shall issue Certificate of facts to enable the consignee to take up the matter suitably with the under-writers. In case of any discrepancy in this account, then the entire claim amount will be recovered from the Carrier.

Wherever ROAD PERMIT is issued to transport carriers, the carrier should get an acknowledgement from the consignee on the back of G.C itself that the "Counter Foil/Copy of Form.31 received" while getting acknowledgement for receipt of goods. Otherwise any loss on account of this will be recovered from the Carrier which amounts to Rs.25,000/- per form as on date.

OTHERS

Bills should be submitted in duplicate along with the original acknowledgement and approval from the Executives as the case may be.

The transport Carrier 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.

BHEL reserves the right to extend or foreclose the contract if required with the mutual consent of the transport carrier(s) and BHEL.

The vehicle used for transporting BHEL materials shall meet all the statutory requirements like insurance, road permit, fitness certificate, etc., The driver should possess valid driving licence.

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

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ANNEXURE -III
TENDER CONDITIONS

1. Sealed Tenders for the above work are invited from Contractors having experience in works of similar kind and nature.
2. Tenders must be submitted in sealed covers and should be addressed to the DEPUTY MANAGER/P&MS-Logistics, BAP/BHEL/RANIPET - 632 406, with full name and address of the tenderer and the name of work being noted on the cover. (alongwith EMD amount).
3. All entries in the tender documents should be in one ink. Erasures and over-writings are not permitted. All correspondences and insertions should be duly signed by the tenderers concerned.
4. Tenderers should fill their rates in the blank spaces provided for this purpose in the Schedule of Rates enclosed along with these documents and also sign each and every page of the tender documents.
5. Conditional tenders, tender containing absurd rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in acceptance with the tender conditions laid down by the Accepting Officer are liable for rejection.
6. Tenders not submitted on the prescribed forms are liable for rejection.
7. In quoting the rates, the tenderers are advised to take into account all factors including any fluctuations in the market rates/Labour wages etc. No claim shall be entertained on this account after acceptance of the tender or during the currency of the contract.

8. EARNEST MONEY DEPOSIT (EMD):

Earnest Money is to be paid by each tenderer by way of Demand Draft in favour of " Bharat Heavy Electricals Limited /RANIPET-632 406" Payable at SBI, BHEL Project Branch (7013), MR Puram, Ranipet.6.**Tenders without EMD liable to be rejected.**

9. NO INTEREST SHALL BE ALLOWED ON THE EARNEST MONEY.
10. (i) The Earnest Money Deposited by the successful tenderer will be retained towards Security Deposit for the due fulfillment of the contract

(ii) EMD given by all unsuccessful tenderers shall be refunded normally within 15 (Fifteen) days of acceptance of award of work by the successful tenderer.

(iii) Unless the Contractor whose tender is accepted, signs the contract agreement within seven days of the date of the order directing him to do so, the amount of EMD already deposited by him will be forfeited.
11. If a tenderer withdraws his offer after submission of his tender or after acceptance of his tender, fails to work in accordance with the instructions of the

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OFFICER-INCHARGE, the earnest money deposited by him will be forfeited and acceptance of his tender will be withdrawn.

12. M/s Bharat Heavy Electricals Ltd, reserves the right to reject any or all the tenders received or accept any tender or part thereof without assigning any reason there of.

13. Tenders submitted by post should be sent through "REGISTERED POST ACKNOWLEDGEMENT DUE". These should be posted with due allowance for any delay in postal delivery. On no account the tenders, received after the due date and time of opening tenders, will be considered.

14. The contractor's responsibility for this contract shall commence from the date of issue of order of acceptance of his tender.

15. (i) Should a tenderer or a contractor has a relative or in the case of a firm or company of contractors any of its shareholders or shareholders relative, employed in BHEL, the authority inviting tenders shall be informed of this fact at the time of submission of the tender failing which tender may be disqualified or if such fact subsequently come to light, the contract may be cancelled.

(ii) No employee and their dependents are eligible to submit their offer against this contract. Even if they submit out of ignorance the offer shall be disqualified.

16. If a tenderer expires after submission of his tender, BHEL may be at their discretion to cancel such tender.

17. BHEL will not bound by any Power of Attorney granted by the tenderer or changes in the composition of the firm made subsequent to the execution of the contract. They may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.

18. If the contractor deliberately, gives wrong information in his tender or creates, conditions favorable for the acceptance of his tender, BHEL reserves the right to reject such tender at any stage.

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

20. The expenses for completing and stamping the agreement shall be to the contractor's account.

21. The general and special conditions of contract are complementary to each other and where they are in conflict, the special conditions shall prevail. In regard to matters not covered by the General or Special Conditions of Contract, those contained in the specifications approved by BHEL shall apply.

22. Tenderers shall not increase their quoted rates in case BHEL negotiate 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 tenderers for a period of three months from the date of opening of tenders.

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23. Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.

24. The tenderer should be present if called for negotiation. In case, the tenderer's authorized person is attending the negotiation such person should have the authorization letter and he should be capable of taking spot decisions.

25. In case if you are not interested in submitting your quotation, you should return all the tender papers with a covering letter stating that you are not interested in this tender.

26. The tenderers can visit us on working days during office working hours for any clarifications before submitting their offer.

27.L1 tenderer will be decided based on overall L1 tender value(Southern states and other than southern states separately) for all the schedules together. The contract may be awarded southern states/Other than southern states/All over India at the sole discretion of BHEL separately.

28. The "GENERAL CONDITIONS, TENDER CONDITIONS AND SPECIAL CONDITIONS OF THE CONTRACT" shall form an integral part of contract for the work to be entered into.

29. The validity of offer shall be 90 days from the date of opening.

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ANNEXURE - IV
GENERAL CONDITIONS OF CONTRACT (APPLICABLE FOR ALL TENDERS)

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 Head/Shipping&Traffic to supervise the work or part of the work.

e) "Approved" and "Directed" means, the approval or direction of Head/Shipping&Traffic, 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 AGM/P&MS 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.

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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/P&MS. No such work shall be valid unless the same has been specifically confirmed and accepted by BHEL in writing and incorporated in the Contract.

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

6. PLANT AND EQUIPMENT:- The Contractor shall at his own expense, supply all tools, plant and equipment (Herein after referred to as T&P) required for the execution of the contract.

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

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

9. COMPLIANCE TO REGULATIONS AND BYE-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:- (1) Security Deposit should be paid by the contractor before the start of the work. The Security Deposit rate will be as follows: -

- | | |
|--|--|
| a) In the case of works costing up to Rs.10. Lakhs | :: 10% of the estimated cost |
| b) In the case of works costing above Rs.10.00 Lakhs up to Rs.50.00 Lakhs | :: 1 Lakh + 7.5.% of the amount :: exceeding Rs.10 Lakhs. |
| c) In case of works costing above Rs.50 Lakhs | :: 4 Lakhs + 5% of the amount :: exceeding Rs.50 Lakhs. |

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. Security may be furnished in any one of the following terms:

- 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 Office such as National Savings Certificates, Kisan Vikas Patras etc., (Certificates should be held in the name of Contractor

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furnishing the Security and duly pledged in favour of BHEL and discharged on the back).

- v) Bank Guarantee from Scheduled Bank / Public Financial Institutions as defined in the Companies Act . The Bank Guarantee format should have the approval of BHEL.
- vi) 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.
- vii) 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 should be collected before 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.

BHEL shall not be responsible for any loss of securities, due to liquidation for any other reasons, what-so-ever or any depreciation in the value of the securities while in their charge or for any loss of interest there on.

All compensation or other sums of money payable by the Contractor to BHEL under the terms of this contract or under any other contract with BHEL may be deducted from the Security Deposit or realised by the sale of the securities or from the interest arising there from or from any sums which may be due or may become due to the contractor by BHEL and in the event of this Security Deposit being deducted by reason of such deductions or sale, as aforesaid, the Contractor shall within 7 days thereafter, make good in cash or in securities endorsed as aforesaid, any sum by which the Security Deposit has been reduced.

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 OFFICER-INCHARGE 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 OFFICER-INCHARGE, to receive instructions.

AGM/P&MS 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.

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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 OFFICER-INCHARGE 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.

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. RISK PURCHASE CLAUSE:

If the contractor fails to carry out the specified works as per the contract scope of work within the time, as directed by OFFICER-INCHARGE or the authorized officials and continues in that state after a reasonable notice from AGM/P&MS or his authorized officials, BHEL reserves the right to have the work done by any means at the Contractor's risk and expenses provided always that in the event of the cost of the work so done (as certified by OFFICER-INCHARGE 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/P&MS or the same shall be recovered from the Contractor by other means.

19. 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:

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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 OFFICER-INCHARGE 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/P&MS or the same shall be recovered from the Contractor by other means.

e) In case 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/P&MS whose decision shall be final and conclusive.

20.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/P&MS 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 OFFICER-INCHARGE 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 AGM/P&MS 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/P&MS whose decision shall be final and conclusive.

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21. 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.

22. 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/P&MS 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.

“If any employee/labourer working in the contract is found involved in corruption activities, the contract will be terminated and the contractor will be banned for applying for any future contract for 3 years.”

23. 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 OFFICER-INCHARGE separately details of his claims for the work done by him up to 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 up to and including the period under report.
- d) The contractor has to remit the PF&ESI contribution in their own code and BHEL will not allot sub code.
- e) Every month bill will be entertained only after remittance of the PF&ESI amount and has to obtain clearance certificate from the welfare department of BHEL. The final bill will be cleared only after submission of clearance certificate from the authorities concerned.

24. PAYMENT OF BILLS: - All payments to be made to the Contractor, under this contract shall be by NEFT / RTGS payment within a reasonable time after the certification of bills by authorized Officials of BHEL.

25. 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.

26. 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.

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27.REFUND OF SECURITY DEPOSIT:- The Security Deposit mentioned in condition 10 above may be refunded to the Contractor after a period of one month 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".

28.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 AGM/P&MS subject to prompt notification by the contractor.

29.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/P&MS 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.

30.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.

31.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.

32.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.

33.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.

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

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

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ANNEXURE - V
SAFETY PRECAUTIONS TO BE TAKEN BY THE CONTRACTORS

1. The Contractor must inspect the area of work to decide the safety precautions necessary for executing this contract.
2. Whenever people work at height more than six feet, platform shall be provided or the workers shall wear safety belt to avoid fall from the height.
3. Wherever any area declared as dangerous, the workers shall not be allowed to work till a written clearance is obtained from appropriate authorities.
4. No material of any kind shall be dropped or allowed to be dropped from any height.
5. Defective ladders shall not be used at all.
6. Inflammable materials shall not be stored near places where the sparks are likely to occur.
7. The necessary safety equipments such as gloves, boots, helmets etc must be issued to the workmen and strictly to be used while carrying out the work.
8. If the contractor's workmen are found to be violating the safety precautions, punitive action will be taken by withholding a sum of Rs.500/- to Rs.1000/- from the contractor's bill for each violation.
9. The working area shall be kept clean and free from all obstructions.
10. All temporary electrical connections shall be properly earthed, insulated and periodically checked.
11. The contractor should arrange WORKMEN COMPENSATION/ INSURANCE POLICY covered for all his/her workmen. A copy of the policy has to be submitted before commencement of work.
12. All safety precautions are to be taken by the contractor at his cost.
13. These safety measures shall be deemed to form an integral part of the Work Order/ Agreement.

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