

	<p style="text-align: center;"><b>Bharat Heavy Electricals Limited</b></p> <p style="text-align: center;">High Pressure Boiler Plant, Tiruverumbur, Tiruchirappalli – 620 014.</p> <p>Phone : 0431 – 2571662, 1579,1519      E.mail : <a href="mailto:jgv@bheltry.co.in">jgv@bheltry.co.in</a> Fax : 0431 – 2520212                      Website : <a href="http://www.bhel.com">www.bhel.com</a></p> <p style="text-align: center;"><b>CONTRACTS, CLAIMS &amp; CLEARANCE / LOGISTICS</b></p>	<p style="text-align: center;">AN <b>ISO 9001</b> COMPANY</p>
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Ref: LOG/CCC/12/3027E

Dt.09.02.2013

To

Dear Sirs,

Sub: **TENDER** inviting Price Bid for the Calibration of Electronic Load Cells two nos. and Servicing & Stamping of Non-Avery UTM one No. at HRDC Shops / BHEL Trichy-14 once in a Year.

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

01. NATURE OF WORK : Calibration of Electronic Load Cells two Nos. and Servicing & Stamping of Non-Avery UTM one No. at HRDC Shops / BHEL Trichy-14 once in a Year
02. NO. OF MACHINES : Two Nos. Load Cells and 1 no. of Non-Avery UTM  
Details given in "WORK/RATE SCHEDULE"
03. DURATION OF THE CONTRACT : ONE YEAR from the date of awarding of Contract.
04. LAST TIME / DATE FOR RECEIPT OF TENDER : **10.30 AM ON 15.02.2013**
05. TIME/DATE OF OPENING OF TENDER : **10.35 AM ON 15.02.2013**
06. .EMD : **NIL**
07. SPECIAL INSTRUCTIONS
  - (a) This tender is subject to 1. Special Conditions-I, 2. Special Conditions-II, 4. Safety Conditions, 4. Welfare Conditions **and 5. General Terms & Conditions, which are enclosed along with this tender.**
  - (b) Rate should be quoted only in the enclosed "WORK/RATE SCHEUDULE"
  - (c) The above documents as given in 07(a) & (b) shall be duly signed and sealed in all pages and placed in a common cover duly **superscripting the cover "PRICE BID"** and submitted.
  - (d) Tenderers should submit their offer before the said due date as given above superscripting the tender No.& Date and Due Date.
  - (e) Any deviation to this tender terms & condition and schedules of this tender will leads to total rejection of the offer submitted

- (f) At the time of opening of tender, the representatives should produce the authorization obtained from the authorized signatory of the tenderer specifying the purpose. Also the specimen signature of the representative should be authorized.
- (g) BELATED and incomplete offers will become liable for rejection.

#### 08. IMPORTANT POINTS TO BE TAKEN CARE OF WHILE SUBMITTING OFFER

- (a) Should a tenderer find discrepancies or omissions in the tender documents or should there any doubt as to their meaning, he should at once address the authority inviting the tender, for clarification well before the due date, so as to submit his tender in time. (No extension of time shall be given for submission of the tender on any account.
- (b) Conditional and late tenders, tenders containing prima-facie absurd rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions herein contained and the tenders not in original ARE LIABLE TO BE REJECTED
- (c) All entries in the tender documents should be in one ink. Erasures and overwriting are not permitted. All cancellations and insertions should be duly attested by the tenderers concerned.
- (d) Rates should be quoted as per the Work / Rate schedule. Rates quoted in any other form will not be accepted and will be rejected.
- (e) Unit rates should be quoted in figures as well as in words for all the items shown in the attached schedule. Wherever there is a difference in the two, **the rates in words will be taken as final.**
- (f) The tender must be signed separately and legibly by Partner /Director of the Firm or by the person holding the Power of Attorney on behalf of the Firm concerned. In the latter case, a copy of Power of Attorney, duly attested by a Notary Public must accompany the tender.
- (g) If a tenderer deliberately gives wrong information in his tender or creates conditions favourable for the acceptance of his tender, the BHEL will REJECT SUCH TENDER AT ANY STAGE.
- (h) Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
- (i) Canvassing in any form in connection with tenders is strictly prohibited and the tenders submitted by the Contractors who resort to canvassing will be liable for rejection.
- (j) If a tenderer withdraws his offer after submission of his tender or after acceptance of his tender, fails to start the work in accordance with the instructions of BHEL, the Earnest Money Deposited by him shall be forfeited and the acceptance given by BHEL for his tender shall be withdrawn.
- (k) Should a Tenderer's or a Contractor's or in the case of a firm or company of contractors/any of its shareholder's or shareholder's relative is employed in BHEL, the authority inviting the tenders shall be informed in writing of this fact at the time of submission of the tender, failing which the tender may be disqualified, or if such fact subsequently comes to light, the contract may be cancelled.
- (l) The tender schedule and the tender shall be deemed to form an integral part of the contract to be entered into for this work.
- (m) Submission of tenders by electronic media like e-mail, Internet, fax etc. followed by hard copy, is acceptable and will be at the sole risk of the tenderer. The tenders thus submitted will be final and binding on the tenderer. BHEL will not be responsible for any consequences that may arise in this regard. (Please refer Clause No.31 of General Terms & Conditions)

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

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

for Bharat Heavy Electricals Ltd.

(J. Ganapathy)  
Sr.Manager/CCC/Logistics  
Stores Admin. Block, Near East Gate  
High Pressure Boiler Plant  
Tiruverumbur, Trichy-620014

Note:- (i) The Tender shall be addressed to the above address  
(ii) Tenders will be submitted and opened at the  
Conference hall of the above given address.

**PRICE BID**  
**“WORK/RATE SCHEDULE”**  
**TENDER NO.LOG/CCC/12/3027E DT.09.02.2013**

SL. NO.	NAME	CAPACITY	MAKE	Quantity (Nos)	Annual Calibration and Servicing &Stamping Charges per Number
1	Load cells	20 T	M/s Epoch, Bangalore	1	Rs. _____ /- Rupees _____ _____ only
2	Load cells	50 T	M/s Epoch, Bangalore	1	Rs. _____ /- Rupees _____ _____ only
3	UTM	40 T	Non-Avery	1	Rs. _____ /- Rupees _____ _____ only
Service Tax Number & Date (If applicable)					Service Tax Number : Date : (Enclose Copy of Service Tax Registration, if applicable)
Service Tax (If applicable)					_____ % (mention the % of Service Tax)

**Important Note:-**

- **The quoted rates should be exclusive of Service Tax and inclusive of any taxes and duties levied or to be levied both by Central and State Government authorities from time to time.**
- **Lowest Bidder will be decided on the basis of the total value.**
- **Apart from furnishing the above details, self-attested copies of relevant documents/certificates must be enclosed with this offer. If at any stage, the document(s) submitted by Contractor is/are found incorrect/false, the necessary action will be taken by BHEL against contractor.**
- **Service Tax will be paid extra on production of documentary evidence.**

**(A) SPECIAL INSTRUCTIONS**

1. The quoted rates should be exclusive of Service Tax and inclusive of any taxes and duties levied or to be levied both by Central and State Government authorities from time to time.
2. Service Tax will be paid extra on production of documentary evidence of having paid such tax to the statutory authority.
3. The statutory stamping charges shall be paid extra on the production of Original Receipts issued by the officials Weights & Measure Department.

Place:

Date:

Signature of Authorized Signatory  
with seal & full address

4. Minor tools, such as knife, screws etc., which get worn out due to wear and tear have to be replaced / repaired free of cost by the Contractor.
5. All other parts which need repair / replacement may be done at the cost of BHEL on cost to cost basis.
6. Transportation charges for coordinating with Inspector of Factories – Weights & Measures Wing at the day of stamping will be paid extra on actuals.

**(B) SPECIFICATIONS FOR MEASURING INSTRUMENTS**

The tenderer/contractor shall ensure that, the measuring instruments covered under this tender/contract shall be complied with the following Standards of Weights & Measurements.

**GENERAL REQUIREMENTS**

- (a) A measuring instrument shall be of such material, design and construction as to ensure, under normal working conditions, the following requirements:-
  - (i) accuracy is maintained
  - (ii) operating parts continue functions satisfactorily and
  - (iii) adjustment remains reasonably permanent
- (b) A measuring instrument shall not be stamped unless it is complete with all parts and attachments concerned with the operation of measurement and delivery
- (c) Where an instrument has interchangeable or reversible parts, their interchangeability or reversal shall not affect the accuracy of the instrument.
- (d) Every measuring instrument of fixed type shall be so installed that the viewer can readily obtain a clear and unobstructed view of the indication of measurement and delivery
- (e) The design and construction of measuring instrument shall be such as would prevent as far as possible tampering with the accuracy of the instrument either by inadvertent use or otherwise.

**Medium permissible errors on verification & Inspection - High Accuracy: II**

Verification	Inspection	
±0.5 e	±1 e	for loads between zero upto 5000 e
±1 e	±2 e	for loads above 5000 e upto 20000 e
±1.5 e	±3 e	for loads above 20000 e upto 100000 e

**Medium permissible errors on verification & Inspection - Medium Accuracy: III**

Verification	Inspection	
±0.5 e	±1 e	for loads between zero upto 500 e
±1 e	±2 e	for loads above 500 e upto 2000 e
±1.5 e	±3 e	for loads above 2000 e upto 10000 e

**Medium permissible errors on verification & Inspection - Ordinary Accuracy: IV**

Verification	Inspection	
±0.5 e	±1 e	for loads between zero upto 50 e
±1 e	±2 e	for loads above 50 e upto 200 e
±1.5 e	±3 e	for loads above 200 e upto 1000 e

Place:  
Date:

Signature of Authorized Signatory  
with seal & full address

**1. SPECIAL CONDITIONS-I**  
**TENDER NO.LOG/CCC/12/3027E DT.09.02.2013**

The General Term & Conditions of the Contract shall be applicable to the extent that the condition therein do not supersede these special condition given below:-

01. **SCOPE OF WORK:** - Calibration of M/s.Epoch make Electronic Load Cells 2 Nos and Servicing & Stamping of M/s. Non-Avery UTM 1 No. at HRDC Shops / BHEL Trichy-14 once in a Year.
02. All the repairs / maintenance work shall have to be carried out to the Avery Make Weighing Machines/Scales in the premises of BHEL, Tiruchy. The contractor should engage his own labour for handling etc. Minor tools such as knife, screws, etc that worn out due to wear and tear have to be replaced/repared at free of cost by the contractor. All other parts which need repair / replacement may be done at the cost of BHEL on cost-to-cost basis.
03. Document in Service Tax (If applicable) is to be enclosed.
04. The contractor shall provide their employees with Personal protective Equipment such as Safety Shoes, Hand Glove, Helmet etc. (whatever required) and shall comply all safety regulations under Factories Act. Contractor has to ensure proper use of these equipment.
05. Tenderer has to quote rates both in figures and in words for all the items given in the Bill of Quantities provided.
06. Tenderers shall sign each and every page of tender documents and affix seal for having accepted the conditions.
07. The contractor should arrange for the periodical verification and stamping of all Avery make machines as per the norms of Department of Weights and Measures. Stamping Fee will be paid as per the verification certificate issued by the department concerned.
08. If any defect is found during the period of service to the scales, the same has to be attended to promptly at free of charge besides quarterly servicing.
09. The contractor should contact the Government Officials in time and co-ordinate with them for stamping of the scales & Weighing machines and claims for the actual amount spent by him with relevant supporting documents for payment by BHEL.
10. The quoted rates should be exclusive of Service Tax and inclusive of any taxes and duties levied or to be levied both by Central and State Government authorities from time to time. The statutory stamping charges shall be paid extra on the production of Original Receipts issued by the officials Weights & Measure Department.
11. Minor tools, such as knife, screws etc., which get worn out due to wear and tear have to be replaced / repaired free of cost by the Contractor.
12. All other parts which need repair / replacement may be done at the cost of BHEL on cost to cost basis.
13. Transportation charges for coordinating with Inspector of Factories – Weights & Measures Wing at the day of stamping will be paid extra on actuals.
14. All safety equipments to the workmen, safety rules & regulations are to be followed as per BHEL's Safety Rules & Regulations.

Place:  
Date:

Signature of Authorized Signatory  
with seal & full address

15. BHEL will no way be responsible for any loss of life or any injury caused to any of the contractors or their crew while executing the above work at BHEL premises.
16. The Contractor or his/her crew should handle the machinery and other equipments entrusted to them by BHEL with utmost care and return them safely after execution of stipulated work. The cost of damage, repair due to improper handling of machinery and equipment will be recovered from the contractor.
17. Contractor shall supervise the work carried out by his/her employees.
18. Contractor shall ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc.
19. Contractor will be responsible for the good conduct of his/her employees. In case any misconduct / misbehavior by any employee, the contractor will replace such employee(s) immediately.
20. Contractor will ensure that the job is executed through his/her employees on and under no circumstances; the contractor will not deploy any casual employee to carry out the job nor shall subcontract the job without prior written permission.

**THE GENERAL AND SPECIAL CONDITIONS OF CONTRACT ARE COMPLEMENTARY TO EACH OTHER AND WHERE THEY ARE IN CONFLICT THE SPECIAL CONDITIONS SHALL PREVAIL AND BHEL DECISION WILL BE BINDING AND VALID.**

Place:  
Date:

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## **BIOMETRIC ENTRY/EXIT SYSTEM FOR CONTRACT WORKMEN**

- ✓ The Entry/Exit of the contract workmen is to be regulated only through Biometric system.
- ✓ The Contractor initially will be issued with a temporary gang pass for his/her contract workmen for period of ten days.
- ✓ The contractor should arrange photo coverage for all his/her workmen within the above stipulated time.
- ✓ The Contractor has to submit Form I for all his/her contract workmen. All the particulars required in Form I are to be provided by the contractor without fail.
- ✓ The contractor should educate the contract workmen in registering the attendance through the system.
- ✓ Whenever a contract workman migrates or leaves service, the contractor has to surrender the biometric card of the particular contract workman to Contract Cell with immediate effect.
- ✓ If a contract workman having biometric card joins another contractor, the contractor who engages them, has to intimate contract cell along with the biometric card for switching over the contract workmen from the earlier contractor to the present contractor.
- ✓ On completion of the work, the contractor has to surrender all the biometric cards immediately to the contract cell. Otherwise, an amount of Rs.100/- per card will be deducted from the final bill/security deposit of the contractor.
- ✓ If any contract workmen lose his/her card, the contractor shall arrange a duplicate for the workmen by paying an amount of Rs.100/-.
- ✓ The Contractor is totally responsible for the biometric cards issued to his/her contract workmen.
- ✓ The Contractor has to indemnify BHEL for all the damages and loses caused by his/her workmen.

## **COMMON TERMS AND CONDITIONS FOR WORKS CONTRACT RELEVANT TO SAFETY**

- All the Contract employees should be trained on Safety and certified by Safety/BHEL. New employees should undergo Safety Training before take up the work, without Safety Training no contract person is allowed to do any work.
- Use of cell phones and other mobile electronic devices (including hands-free devices) in the work spot and during the operation of a vehicle in the BHEL premises is prohibited.
- Contractor employees working on BHEL premises must wear appropriate personal protective equipment. Strict adherence to all required Personal Protective Equipment (Helmet, Safety Shoes and Goggles) are mandatory, specific PPE requirements will be based on job type or tasks performed.
- Excessively loose-clothing, dhoti/Lungi is prohibited especially around rotating or moving equipment.
- The contractors work area should be kept clean and orderly, free of clutter and trash, so that work may proceed in a safe and orderly manner. Tools should be safely positioned during use and promptly put away when no longer required.
- Fire-fighting, emergency shutdown devices, and life-saving equipment, should not be blocked by the contractors and access to the path to this equipment should be maintained at all times.
- Only approved equipment should be used in locations where flammable mixtures are present. A Hot Work Permit is required when open flames, or electric arcs are in the work area and while handling flammable materials.
- Smoking is not allowed in work area.
- BHEL operate under a comprehensive Emergency Response Plan. Contractor should be aware of the site Emergency Response Plan and communicate that plan to all their employees.
- It is recommended that the contractor should know & display the emergency phone number like Fire, Ambulance, Safety, Security etc. at their work area.
- It is the responsibility of the contractor to understand and use the appropriate Work Permits and to verify any permit requirements at the location. Contractor must make necessary arrangements with their Representative to acquire appropriate authorization to perform those operations at the site.

Place:

Date:

Signature of Authorized Signatory  
with seal & full address

**2. SPECIAL TERMS AND CONDITIONS – II**  
**TENDER No. LOG/CCC/12/3027E DT.09.02.2013**

- 01.** QUANTITY SHOWN IN THIS TENDER IS JUST FOR INDICATION. THE QUANTITY MAY VARY AT THE TIME OF EXECUTION.
- 02.** LOWEST PRICES RECEIVED AGAINST BHEL TENDERS NEED NOT BE THE TECHNICALLY ACCEPTABLE ONE AND IN THAT CASE SAME WILL NOT BE CONSIDERED BASED ON THE TENDER COMMITTEE RECOMMENDATION AND APPROVAL OF THE COMPETENT AUTHORITY.
- 03.** TO THE EXTENT POSSIBLE BHEL WOULD AVOID NEGOTIATION IF COMPETITIVE AND REASONABLE RATES ARE OBTAINED IN THE TENDER.
- 04.** IF NECESSARY, CONTRACT MAY BE FINALISED THROUGH REVERSE AUCTION/PRICE BID OPENING BASED ON THE TENDER COMMITTEE RECOMMENDATION AND APPROVAL OF THE COMPETENT AUTHORITY.
- 05.** BASED ON TENDER COMMITTEE RECOMMENDATION, NEGOTIATION OR REFLOAT THE OPENED TENDER CAN BE DONE IF L1 PRICE IS NOT THE LOWEST ACCEPTABLE PRICE TO THEM INTER-ALIA OTHER REASONS.
- 06.** IF A RING FORMATION IS SUSPECTED, BHEL MAY REJECT ALL OFFERS OR RETENDER OR CALL NEW SOURCES WHO HAVE NOT BEEN CONTACTED OR RESPONDED AGAINST THIS TENDER.
- 07.** SOURCES CONTACTED IN THIS TENDER DOES NOT AUTOMATICALLY QUALIFY FOR CONSIDERATION JUST BECAUSE THEY ARE FOUND TO BE LOWEST IN THE TENDER. ANY SOURCE(S) MAY BE REJECTED WITH ASSIGNING PROPER REASON.
- 08.** IN THE EVENT OF AWARDING OF WORK, THE PERFORMANCE OF THE TENDERER OF CONTRACT WILL BE MONITORED FOR ALL CATEGORIES OF WORK AND ACCORDINGLY SUITABLE ACTION INCLUDING SUSPENSION / FORECLOSURE / TERMINATION OF THE CONTRACT CAN BE INITIATED IF NECESSARY.

Place:  
Date:

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**3. SAFETY CONDITIONS**  
**TENDER NO.LOG/CCC/12/3027E DT.09.02.2013**

**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 stackd 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.

Place:  
Date:

Signature of Authorized Signatory  
with seal & full address

**5. GENERAL TERMS & CONDITIONS OF CONTRACT**  
**TENDER NO.LOG/CCC/12/3027E DT.09.02.2013**

- 1. DEFINITION :-** In these General Conditions of Contract, the following terms shall have the meaning hereby assigned to them, except where the context otherwise requires:-
- (a) The "**Contract**" means, the documents forming the tender and acceptance thereof, together with all the documents referred to therein including general and special conditions to contract. All these documents as applicable taken together shall be deemed to form one contract and shall be complementary to one another.
  - (b) The "**work**" means, the work described in the tender documents in individual work-orders as may be issued from time to time to the contractor by the Officer-Incharge within the power conferred upon him including all notified or additional items of works and obligations to be carried out as required for the performance of contract.
  - (c) The "**contractor**" means, the individual Firm or Company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the persons composing the firm or Company or the successors of the firm or company and the permitted assigns of such individual or firm or Company.
  - (d) "**The Officer-In charge**" means, the Officer deputed by the DGM/CCC/LOGISTICS to supervise the work or part of the work.
  - (e) "**Approved**" and "**Directed**" means, the approval or direction of DGM/CCC/LOGISTICS, 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/CCC/LOGISTICS authorised to invite tenders and enter into contract for works on behalf of the Company.
  - (g) The "**Contract sum**" means, the sum accepted or the sum calculated in accordance with the prices accepted in tender and / or the contract rates as payable to the contractor for the execution of the work during the currency of the contract.
  - (h) A "**week**" means, Seven Days, without regard to the number of hours worked or not worked in any day in that week.
  - (i) A "**day**" means, the day of 24 hours (TWENTY FOUR) irrespective of the number of hours worked or not worked in that day.
  - (j) A "**working day**" means, any day other than that prescribed by the NEGOTIABLE INSTRUMENTS ACT as being a Holiday, and consists of the number of hours of labour as commonly recognised by good employers in the trade in the district where the work is carried out or as laid down in the BHEL regulations.
- 2. HEADING TO THE CONTRACT CONDITIONS :-** The heading to these conditions shall not affect the interpretations thereof.
- 3. WORK TO BE CARRIED OUT:-** The Contract shall, include all labour, materials, tools, plant, equipment and transport which may be required for the execution of the work. The Contractor will be deemed to have satisfied himself as to the nature of the site, local facilities of access and all matters affecting the execution of the work. No extra charges consequent on any misunderstanding in these respects or otherwise will be allowed.
- 4. DEVIATIONS:-** The contractor shall not carry out any work not covered by schedule except in pursuance of the written instructions of DGM/CCC/LOGISTICS. 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.

Date:  
Place:

Signature of Authorized Signatory  
with seal & full address

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

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

- (b) You may furnish the Security Deposit 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. 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 (any of the above form) and the balance 50% may be recovered from the running bills.

**The security deposit shall not carry any interest.**

**The Earnest Money paid at the time of tender will be adjusted as part of the Security Deposit and the balance amount will be collected from the contractor as 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.

Date:  
Place:

Signature of Authorized Signatory  
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Page 8 of 13 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.

**10. REFUND OF SECURITY DEPOSIT:-** The Security Deposit mentioned 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".

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

**12. CONTRACTOR'S SUPERVISION:-** The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to the DGM/CCC/LOGISTICS to act in his stead.

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

The Contractor or his accredited agent shall attend when required without making any claim for doing so, either the office of the Sr.Manager/CCC/LOGISTICS, or the OFFICER-INCHARGE, to receive instructions.

The DGM/CCC/LOGISTICS 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 minimize the amount of any such loss or damage and for the necessary steps to be taken for the said purpose.

**15. DAMAGE & LOSS TO PRIVATE PROPERTY & INJURY TO WORKMEN :-** The Contractor shall at his own expense reinstate and make good to the satisfaction of the DGM/CCC/LOGISTICS 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.

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**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 :-

- (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.

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

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

If the Contractor,

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

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

OR

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

OR

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

- (d) Whenever BHEL exercise the authority to cancel the contract under this conditions, BHEL may have the work done by any means at the Contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by SR.SR.MANAGER/CCC/LOGISTICS which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by DGM/CCC/LOGISTICS or the same shall be recovered from the Contractor by other means.

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

**20. TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR. :-**

Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, or if the firm is dissolved or the company is liquidated BHEL shall have the option of terminating the contract without compensation to the Contractor.

- 21. SPECIAL POWER TO TERMINATION:-** If at any time after the award of contract, BHEL shall for any reason whatsoever not require whole or any part of the work to be carried out the DGM/CCC/LOGISTICS shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the fore-closing of the work.

- 22. SUBMISSION OF BILLS BY CONTRACTOR:-** The Contractor at the end of each month shall submit a bill in triplicate detailing the various items of work done during the month supported by the requisitions issued from time to time. The Contractor shall, once in every month, submit to the DGM/CCC/LOGISTICS, separately details of his claims for the work done by him upto and including the previous month which are not covered by his contract agreement in any of the following respects:

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

- 23. PAYMENT OF BILLS:-** All payments to be made to the Contractor, under this contract shall be by "CHEQUE" crossed "A/C PAYEE ONLY" within a reasonable time after the certification of bills by the DGM/CCC/LOGISTICS.

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- 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 may 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. 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 therefore 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/CCC/LOGISTICS subject to prompt notification by the contractor.
- 27. ARBITRATION: -** All disputes between the parties to the contract, arising out-of or relating to the contract, other than those for which the decision of the DGM/CCC/LOGISTICS 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.
- 28. 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.
- 29. STATUTORY REQUIREMENTS:**
- 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.
  - 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.
  - 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.

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- (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.

**30. 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.

**31. 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.

**32. 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, the contract may get suspend or terminate.

**33.** Contractor shall watch and safeguard Employer's interests during the performance of the work.

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