

BHEL:BAP:SHIPPING

TENDER SCHEDULE

1. Contract Enquiry No. : BAP:SH:OT:001:2008-2009, dt. 22/12/2008
2. Scope of Work : Boiler components-smalls-Packing & Handling
Contract at Shipping Department of BHEL/Ranipet
3. Period of Contract : From 02/05/2009 to 31/12/2010
(20 months)
4. Earnest Money Deposit (EMD) : Rs.1. 0 Lakh only (Rupees OneLakh Only)
5. Total value of contract : Rs. 39. 36 Lakhs (approx)

SCOPE OF WORK

1.PACKING OF HEATING ELEMENTS – 15000 MT

About 15000 MT. of Heating Elements are to be packed as per the directions of Shipping Officials. The necessary packing materials and boxes are to be moved to the work spot where packing is to be done. It is necessary to operate three shifts during peak time as per the instructions given by Shipping Official.

Taking out Heating Elements from the dipping tank and packing it customer wise in the boxes. Packing the heating elements inside the wooden boxes/Steel boxes providing necessary wooden packing materials to arrest internal movements. Nailing the lid, corner plates for the box and tightening of all Bolts, writing / stenciling the Customer Number for Steel/Wooden boxes on all 4 sides of the Boxes with the letters measuring not less than 6 inches. Necessary paint shall be issued by BHEL as per the Contract and painting brushes are in the scope of the Contractor.

The finished goods are to be cleared from the concerned bay by assisting to load the completed boxes into vehicles/wagons daily or as directed by Shipping Officials. It is the part of the routine work.

The Contractor has to engage required number of persons (Labour) daily for carrying out various works as described in Annexure. Minimum 6 labourers (six persons) must be available for each shift. The Contractor shall provide the required number of experienced men for handling necessary equipments as necessary for the operation.

All the necessary packing materials are to be moved from Stores/other areas to the work spot for packing the Boiler Components. All packing materials, Semi Gantry Crane, Lifting Tools & Tackles, Hand Tools, Wire Ropes, Chains etc., will be supplied / made available at free of cost by BHEL, which are to be maintained properly. In case of any damage/loss or premature failures, the cost of the same will be recovered from the Contractor's running Bills. In all the activities, the instructions given by Shipping Officials/Supervisors concerned shall be followed strictly.

The rate to be quoted is per MT of the contents packed.

2. PACKING OF SMALLS COMPONENTS OF ESP/APH/FANS, etc., – 15000 MT

About 15000 MT of various Boiler Components are to be packed in boxes and stacked as per the instructions of Shipping Officials. The necessary boxes and other packing material are to be moved from yard /other areas to shipping. The manpower requirement is 4 persons (four persons) per group.

Collection of all items from various points to Shipping which includes, fasteners, R&D materials and other Boiler components. The materials collected and received from the various other Agencies are to be segregated Work-order wise and DU wise. The components segregated for packing are to be packed first in polythene bags, Customer wise, then it is to be packed in wooden boxes with necessary packing materials and taking precautions as per the Shipping Officials Instruction.

All the packed boxes shall be strapped, tightened and fastened with Nuts and Hoop Iron Bands. Packing slipcover is to be fixed/ nailed on the side of the box with pockets to hold the packing list and stacked properly at the designated place, as directed by Shipping Officials.

All packing materials, waterproofing and cushioning materials will be provided by BHEL free of cost.

The materials collected and segregated, which does not require packing on the same day are to be handed over to the concerned as per the instructions of the Shipping Supervisors. Fragile items, Electronic Items, Machine Items & Fabricated Items are to be packed separately (not clubbed together) by providing cushion materials and wooden planks to arrest the internal movements etc. wherever necessary.

Due to technical reasons, removal of materials from boxes and re-packing the required materials to another boxes needs to be done in case it is required by Shipping Officials. While packing, if any default occurs due to contractor's side, the rectification work shall be carried out by the contractor himself without any additional cost.

The rate for re-packing the materials is the same as fresh new packing and other relevant packing conditions are same as the fresh packing. The rate will be enumerated for re-packing cost.

Customer Number is to be written on all the 5 sides with numerical not less than **6" height boldly** on the Steel/Wooden Boxes as per directions.

SPARES MATERIAL PACKING (Smalls)

High value items other than NS1- NS8, fragile items and Electronic items are to be packed well by providing suitable packing materials, arresting the internal movements and special care is to be taken while packing the contents.

Packing materials like thermo cool chips, sheets, air bubble sheets are to be shrouded for packing the components. Dry silica gel is to be provided wherever necessary. All these materials shall be supplied by BHEL free of cost.

The rate to be quoted is per MT of the contents packed.

3. CRATING & PACKING OF ESP/APH/FANS COMPONENTS – 2200 MT

About 2200 MT of ESP, FAN, APH & other Export order components are to be segregated, packed in the Steel crate with uniformly arresting the internal movements and covered by packing materials and finally the crate shall be closed either by bolting or welding or any other means or as instructed by Shipping Officials. The minimum manpower requirement will be 2 (two) persons.

All required Raw materials, power, consumables, paint, welding sets with accessories shall be provided by BHEL. Brush is in the scope of the Contractor.

Boiler components received in loose at shipping shall be collected at various points for crating. Raw materials shall be collected from Disposal / RMS stores with acknowledgement of issuing Officials.

The boiler components collected shall be segregated customer wise / DU wise and to be crated. Crates are to be fabricated rigidly / strongly to accommodate / pack the materials suitably and safely for dispatching as per Shipping Officials instructions. Drawing shall be given if necessary. Lifting / Stacking provision is to be given in the crating.

Minimum 2 plates / sheets of size 150 x 300 mm – 3mm thickness to be fixed / welded on the crates for writing the crate Nos., WO Nos., LBH Dimensions, Crate Wt. Packing slip No., No. of DUs., Net & Gross Wt.. The above stenciling in the crate includes in this scope of Contract. Consignee and Consignor addresses need not to be written over the Crate.

Apart from the above stenciling, Wok-order Number is to be written **boldly of 6”size** on both sides of the Crate. The scope of work includes fabrication of Crate and packing.

Rate is to be quoted for Fabrication and Packing per MT basis for the net weight of the materials packed in the crate.

4. MANUAL HANDLING, MOVEMENT OF MATERIALS & LOADING OF COMPONENTS TO THE LORRY/TRAILORS/WAGONS – 25000 MT

Manual Handling, Movement and Loading /Unloading of Small Boiler Components into / from Lorries / Trailers and Wagons as per the instructions of Shipping Officials.

The approximate quantity will be about 25000 MT. The minimum manpower requirement will be 16 (sixteen) persons.

Loading of Boiler Components manually into Wagons/Trailers/Lorries.

Unloading manually the boiler components from Wagons / Trailers /Lorries – BHEL manufactured items from shop and other areas. Manufactured items from shop and other areas.

Fork Lift or crane will be provided for the single piece job, which are more than 75 kgs. All necessary packing materials like polythene bags, boxes, wood, nails etc., will be provided by BHEL at free of cost.

All material shall be stacked in the earmarked space indicated at the unloading yard as per the instructions of Shipping Officials. Payment will be made only on their certification.

In all activities, the instructions given by the Shipping Officials / Supervisors concerned shall be followed.

The contractor will be paid only for net weight based on the authentic documents maintained by BHEL, as certified by the Shipping Official.

Rate to be quoted per MT basis.

05. WAGON LASHING – 1000 ROPES

Lashing of BFR /BRH wagons with wire ropes, brackets & clamps to arrest movement of components during transit as instructed by Shipping Officials.

Lashing of boiler components with steel wire rope by providing sufficient corner plates or tyre pieces to protect the damage of boiler components loaded in the wagon. Door covers are to be closed back after completing the lashing work. Any extra work like cutting, welding made on the wagon shall be carried out as per relevant schedule.

The required steel wire ropes, corner plates, buckle brackets, turn buckles, bulldog clamps, etc., required for lashing will be provided by BHEL free of cost.

Writing of consignee, consignor address in the wagons in order to comply with railway norms shall strictly followed. Tags provided by the railway authority to be fixed in the specified places on the wagons.

Any re-work due to faulty workman ship will be at the risk & cost of the contractor.

Rate is to be quoted per rope only.

06. CARRYING - OUT MISCELLANEOUS WORK BY PROVIDING MANPOWER ON MAN-HOUR BASIS. (11000Hrs)

Cleaning of shipping outer yard, finishing bay, covered bay, non-moving yard and Offices and cleaning of equipment/boiler components, etc.,

1. Removing/Collecting the debris like wood/ iron cut-bits, polythene, paper, cotton and other waste in one place for disposal.
2. Segregate and movement of boxes/components if required.
3. Cleaning of rusted components/covering the components by tarpaulin sheets as per the shipping officials instructions.

The above sundry works shall cover on Man-Hour basis.

The rate is to be quoted for the above works on Hourly basis.

07. EXPORT PACKING – 3300 MT - (BY SEAWORTHY CONDITION)

Receipt / Collection of Export materials / components / Crates.

Verification of components.

Placement / Positioning of high density polyethylene sheet

Stacking of components / Materials.

Reconditioning of Silica Jell Crystals as instructed.

Positioning silica jell crystals / bags at the appropriate place.

Covering / Stitching of high-density polyethylene sheets.

Preparation of GI sheets, four sheets for stenciling details as per export contract requirement.

Painting of GI sheets with the recommended shade.

Arresting of packed components with suitable wooden battens / scantlings.

Arresting / welding supports, cleats, angles / channels of required size to arrest / withstand

Internal movements of components during handling / transit.

Verification of packing arrangements and obtaining clearance from the agencies.

Special paints required for export packing requirements (Painting of GI sheets)

Identification/marketing in line with customer requirement, Stickers shall be provided by BHEL.

The applicable rate shall include preparation of sheets, special painting & writing shipping marks and details as per contractual requirement (Stenciling of from and to addresses shall be paid separately as per contract).

Handling facilities such as Jumbo, Flow car, Forklift, Crane etc., wherever required shall be provided by BHEL at free of cost. Contractor shall employ his manpower for assisting the crew in handling/movements / unloading / loading.

Welding Generator, Power Supply, Welding electrodes, Gas, Gas cutting equipments, accessories will be provided by BHEL at free of cost.

Providing skilled welder, fitter / marker, gas cutter / Supervisor are the responsibilities of the contractor to meet packing, handling, fabrication and other contractual requirement.

The necessary Wooden Planks, Runners, Scantlings, Reapers etc. has to be brought by the contractor from BHEL Main Stores on proper authorization.

Rate to be quoted per MT basis (Net Weight) of packed components.

08. STENCILING / WRITING WORK ORDER DETAILS ON ALL PACKED BOXES APPROXIMATE QUANTITY – 11100 Boxes.

The details of writing the name of the Consignee / Consigner, Identification of components, Gross/Net weight, Handling instruction etc., on the boxes, wagons, components are under the scope of contractor. Stenciling should be Aesthetic and Bold. Minimum of 3 (three) painters are required.

The necessary quantity / quality paints will be issued by BHEL at free of cost and painting Brushes are to be arranged by contractor at his cost. The above shall be carried out as per the dispatch instruction given by Shipping Officials.

Rate to be quoted per box / packing.

09. SURVEILLANCE - 1600 MANHOUIR

It is a regular activity of Shipping Department to conduct surveillance on the packed boxes / components. Surveillance of components in the packed boxes/crates involves opening of the boxes, removal of the components, verification of the components and re-packing them.

It is required to open the closed boxes, removal of all material from the boxes, keep the materials on the ground for counting, weighing, measuring and then re-pack well (as originally packed) and close the boxes back to the original position and to keep it ready for dispatch.

Cleaning/painting/salvaging of work to be carried out as per the instructions of the Shipping department officials.

The approximate quantity is 1600 Man-hour. Minimum of 2 (two) persons are required.

Rate will be charged for the Man-Hour basis only.

**10. DESPATCH / COLLECTION OF DOCUMENTS / STORES FROM WITHIN
FACTORY / TOWNSHIP PREMISES – 2500 SPELLS (1 Spell = 2Hrs)**

Collection of stationary, consumables, stores materials from Main Stores and other areas to Shipping Department. Dispatch of documents to other departments, parcels to Township Post Office etc.,

Issuing materials like Soap, Dungy cloth, Cap, Hand gloves and Tools etc., to the employees in general /night shift operations to be arranged.

Dispatching / Collecting of Documents, letters, Files, parcels and obtaining clearance etc., from various offices within the Factory and Township premises.

If required Bicycle shall be provided by BHEL.

As required by Shipping Officials the work needs to be carried out and the concerned Shipping Officials will define the spell of work from time to time.

Rate to be quoted per Spell of 2 Hrs.

SPECIAL CONDITIONS OF THE CONTRACT

The Contractor should bring in a minimum of 40 (Forty) persons per day (15 persons during 8:00 Hrs to 16:30 Hrs- in General shift and 25 persons for 14:00 Hrs to 22:00 Hrs- in IInd shift) for carrying out and completion of the daily activities/works that are assigned by the Shipping Officials specified in the Tender Schedule.

If the Contractor is not providing sufficient manpower as specified above BHEL will engage the required manpower for the work and the difference in rate of payment with BHEL overheads will be debited/recovered from the Contractor. If such instance repeats frequently it will be viewed seriously.

Whenever there is an additional requirement is communicated by the Shipping Officials, as per the day-to-day's essentiality and need, the contractor should provide the additional manpower for round the clock shifts also.

The Contractor shall be present at the work spot daily and the work shall be carried out under the direct supervision of the Contractor. However, in his absence, authorized representatives/agent shall be available for receiving instructions and to carry out the work under proper supervision. The work shall not be sub-contracted / delegated.

Work Instructions are to be obtained from respective Shipping Officials in written/oral form. Log Sheets/Log Register/Measurement Book to be maintained (Already certified by the executing authority as and when the works are carried out) and it shall form the part of the payment documents. BHEL dispatch documents shall not be enclosed as a proof of carrying out the jobs. Handling, Unloading or Loading and movement are considered as a single activity and claimed accordingly. Any demurrage incurred on account of Lashing/Address writing on wagons due to the default of the contractor shall be attributed only to the contractor's risk and account.

Work carried out by BHEL on overlapping areas shall not be included in the claim and any deviations to this will be viewed seriously and treated as a violation to the contract.

All packing materials, lifting tools & tackles, wire ropes, nylon belts, chains, welding generators, welding cables, cutting nozzles, regulators, paint, wire brush, cotton waste, etc., supplied at free of cost by BHEL are to be maintained properly. In case of any damage/loss or premature failures, the cost of which will be recovered from the contractor.

The minimum safety equipments required to be provided for the contractor's workmen under this contract are **safety boots, leather hand gloves, welding screen, welding/cutting goggles and apron**. It is the responsibility of the contractor not only to provide the work force with such safety equipments at their cost as may be considered necessary for the execution of the work but also to ensure their wearing the above safety appliances, failing which corrective action will be taken by with holding the amount recommended by Shipping and Safety Officials for each violation, which may be released only after compliance of the same. The work shall not be commenced without wearing the above safety appliances. The contractor has to give declaration that BHEL Safety Rules and Regulations as stipulated from time to time would be followed strictly. This undertaking shall be given prior to the execution of the contract. The Safety pre-cautions stipulated in page-9 shall be followed strictly.

As required under the Tamilnadu contract Labour (Regulation and abolition) rules 1975, the contractor will have to obtain the License in advance. This should be produced as and when demanded, if not, appropriate action will be taken against the contractor.

Since with effect from 01.11.1990 Provident Fund becomes applicable for engagement of a worker even for a single day, deduction of PF by the contractor has to be ensured. All such contractors have to apply to the PF Commissioner and get a separate code number allotted to them if they have not already been allotted a number or registered elsewhere or they are an exempted establishment having their own PF Trust etc. Proof of deduction as well as remittance of the PF dues to the appropriate authorities has also to be shown and proper records maintained.

The Contractor has to apply and provide ESI facilities to all his employees concern. Similarly the contractor shall cover all his workers under ESI scheme and produce the enrollment/Code number allotted by ESI Authorities. The contractor shall be asked to furnish along with the bill each month details in the following format for having effected payment of both deduction/contribution towards PF/ESI to the concerned statutory authorities.

The workmen engaged under this contract shall be covered by a comprehensive insurance scheme in the joint names of the contractor and BHEL. A copy of the attested policy along with premium receipt shall be deposited with BHEL before commencement of work.

The contractor shall pay the minimum wages to his workers not less than the wages that are being notified by the Tamilnadu Government under the minimum wages Act as applicable for Engineering and Fabrication industry from time to time.

Any increase in wages paid to the workers on account of revision by T.N. Government or by BHEL subsequent to the award of contract and or during any time of execution of the contract **WILL NOT BE REIMBURSED TO THE CONTRACTOR** at actual. The contractor has to foresee such eventuality in advance and quote the rates accordingly.

The contract labourers shall also be allowed Paid Weekly Off as per rules.

The contractor has to ensure payment of the statutory prescribed minimum wages as applicable from time to time and maintain proper records of their timely disbursement. These records would need to be preserved and made available even after the contract is over for any verification by the various statutory authorities.

SAFETY PRE-CAUTIONS

01. The contractor must inspect the area of work to decide the safety precautions necessary for executing this contract.
02. 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.
03. No Material of any kind shall be dropped or allowed to be dropped from any height.
04. Defective ladders shall not be used at all.
05. Inflammable materials shall not be stored near places where the sparks are likely to occur.
06. The necessary safety equipments such as gloves, boots, helmets etc must be issued to the workmen and strictly to be used while carryout the work.
07. If the contractor's workmen are found to be violated the safety precautions, punitive action will be taken by withholding a sum of Rs.500/- to Rs.1000/- from the contractor bill for each violation.
08. The working area shall be kept clean and free from all obstructions.
09. The contractor should arrange workmen compensation / insurance policy covered for all his workmen. A copy of the policy has to be submitted before commencement of work.
10. All safety precautions are to be taken by the contractor at his own cost.
11. These safety measures shall be deemed to form an integral part of the packing & handling contract.

DETAILS OF WORKERS EMPLOYED BY THE CONTRACTOR

FOR THE MONTH OF.....

- 01. Name of the Contract worker :
- 02. Number of days worked during the Month :
- 03. Wages paid for days worked :
- 04. Amount of PF deducted :
- 05. Amount of ESI deducted :
- 06. Amount of payment of PF to Authorities :
- 07. Voucher Ref. (copy attached) :
- 08. Amount of ESI contribution paid :
- 09. Voucher Ref. (copy attached) :

The contractor has to furnish proper returns to the concerned statutory authorities.

Any lapse, deviation, error, damage, claim arising out of faulty Workmanship / Supervision are attributed to the account of the contractor.

GENERAL TERMS & CONDITIONS OF THE CONTRACT

The Tender documents shall be published in the BHEL Web sites. Any clarifications/corrigendum in this regard will be given only through web site and no further communication will be made individually.

Contractor shall quote the rate in all the columns against each schedule of the rate schedule enclosed in Rupees and Paise only. In case of any difference in the rates quoted in figure and in words, the lower of the two rates will be taken as tendered rates. If any column is not filled, the offer shall be rejected.

All entries in the tender documents should be in ink only. Errors and over writings are not permitted. The tenderers concerned shall duly sign all cancellations and insertions. Tenderer shall sign in all sheets of tender documents.

Rates quoted shall be firm till the completion of contract and shall include all taxes leviable under the State or Central Government rules except the Service Tax which will be paid by the Contractor and reimbursed extra by BHEL on submission of relevant documents as to avail the 'Cenvat' by BHEL. BHEL will not entertain any claim, whatsoever in this respect.

In case the tenderer finds discrepancies or omissions in any of the tender documents or doubt as to their meaning, he shall at once address the authority inviting the tender, for clarification before tender opening.

Tenders shall be sealed and super scribed with tender number. Tenders submitted by post shall be sent by "REGISTERED POST WITH ACKNOWLEDGEMENT DUE" (or) 'SPEED POST'. These shall be posted with due allowance for any delay in postal delivery. On no account, tenders received after the due date and time fixed for receipt of tenders, will be accepted.

BHEL reserves the right to reject the lowest or all the tenders without assigning any reason and to split up the quantity to more than one tenderer. If a tenderer revises / withdraws his offer after opening the tender or before finalization of the tender by BHEL, his tender will not be considered and EMD will be forfeited.

If a tenderer expires after the submission of the tender or after the acceptance of his tender, Bharat Heavy Electricals Limited, may at their discretion, cancel such tender. If a partner of a firm expires after the submission of the tender, or after the acceptance of the tender, Bharat Heavy Electricals Limited, may cancel such tender at their discretion, unless the firm retains its character.

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.

Tenderer will have to produce current Income Tax Clearance Certificate from the Income Tax Officers concerned along with their tenders. These tenderers whose income is not taxable will be required to give an affidavit on their income in the proper form.

Service Tax is payable extra at prevailing rates. The Contractor will pay the service tax. The applicable Service tax shall be reimbursed to the Contractor against /on submission of Service tax invoice as per rules along with a copy of STC certificate.

The tenderer should produce certificate of credit worthiness along with particulars of cash credit/overdraft/Bank Guarantee/solvency facilities for limits enjoyed by them and the extent of the utilization so far from their bankers.

Time is the essence of contract and hence any delay in Execution of contract will attract penal action by BHEL by deduction of such amounts as may be fixed by BHEL as compensation for the delay of work. This is without prejudice to general conditions of contract mentioned elsewhere regarding deduction for taking alternative action / cancellation of contract.

The offer shall be valid for a minimum period of ninety days. Successful tenderer will be awarded the contract for a period of three months as a trial measure. Based on the performance of the contractor, the period of contract may likely be extended and during the above period rates quoted earlier will be firm and fixed.

The quantities mentioned in the tender are only tentative and approximate. No compensation will be paid in case of deviations in the mentioned quantities.

EMD of Rs.1.0 lakh shall be submitted in the form of **DD** drawn in favour of Bharat Heavy Electricals Limited Ranipet-6 payable at SBI, M. R. Puram, Ranipet-6 (**BHEL branch code No.007013**) mentioning Tender No. BHEL: SH:OT:001:2008-2009, dt. 22/12/2008. The EMD in the form of DD/cash Receipt as mentioned above shall be enclosed along with the tender. Tender without EMD in forms, other than mentioned above will not be considered under any circumstances. Non-compliance of the above shall be likely to be rejected, at the discretion of BHEL.

The EMD submitted will be retained by BHEL till finalization of the contract. EMD submitted by the successful tenderer will be adjusted against security Deposit, and retained till the valid period of the contract/fulfillment of contractual obligations. EMD/Security Deposit thus deposited bears no interest.

Tender documents will be issued only to the concerned party or their authorized representative and to be submitted by the same party. This tender schedule is not transferable under any circumstances.

All tenders shall reach Shipping Office on or before the specified scheduled date & time. Tenders submitted after the due date will not be considered. BHEL is not liable for loss/damage/delay of the tender documents in transit.

The tenderers are requested to bear in mind the entire operations involved, and the conditions during currency of the contract, and request for rate revision of any kind will not be entertained.

EMD paid on the name of bidders only acceptable. Any receipt paid on any other's name other than the bidder is not accepted and their offer shall be rejected.

AGREEMENT: The tenderer after award of work by BHEL through letter of indent shall execute an agreement in the form and the manner as specified by BHEL on non-judicial stamp paper of value not less than Rs.100.00.

It is the responsibility of the contractor to provide the work force with necessary safety equipments.

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

PAYMENT OF BILLS: Bill for the completed portion of the contract will be cleared once in a month. All payments including refund of EMD if any to unsuccessful bidders to be made to the contractor under this contract shall be through e-payment only. Necessary e-payment authorization form is being enclosed along with the tender documents needs to be filled-in and submitted along with the tender documents.

The company shall make necessary deductions towards Income Tax from Bills of contractor as per Income tax Act. No recoveries will be however be made if exemption is obtained from the concerned Income Tax Officer.

All orders, notices etc., to be given for the contract shall be in writing in English typed script or printed to be sent by Registered Post to the address given in the tender of the contractor 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 remain liable for the payment of all wages or other payments to the workmen or employees under the payment of wage act of 1936, minimum wages Act 1948 employees liability Act of 1938, workmen compensation Act of 1923, Industrial Dispute Act 1947, contract Labour Regulation and Abolition Act 1970, child Labour Prohibition & employees Act, 1986 or any other Act or enactment relating thereto and rules framed there under time to time.

SUBLETTING: The contractor shall not assign, transfer, sublet or attempt to assign transfer or sublet any portion of the work.

Any lapse in the performance of the contract will be viewed, as a violation of the terms of contract and under these circumstances the EMD/security Deposit submitted by the tenderer will be forfeited, either wholly or in proportion depending upon the nature of default. In addition penal action will be taken in case of default by the contractor to carry out the assigned job, in any form.

In case of default by the contractor to carry out the assigned job, in any form, BHEL reserves the right to carry out the same by engaging any other agency, considering the emergent nature of the job. Under these circumstances no claim will be allowed from the contractor. Further the amount paid over and above the contract rates/incidental and departmental charges incurred will be recovered from the contractor.

CANCELLATION OF CONTRACT FOR CONTRACTOR'S DEFAULT:

If the contractor makes default in carrying out the work as directed/specified and continues in the state after reasonable notices from Manager/Shipping, BHEL/BAP/RANIPET or his authorized representative or fails to comply with any of the terms and conditions of the contract after reasonable notices in writing with orders properly there under DGM/Shipping may without prejudice to any other right or which shall agree thereafter to BHEL, cancel the contractor items of work in default from the contract.

CANCELLATION OF CONTRACTS FOR CORRUPT ACTS / FRAUD:

Any gift or offer of illegal gratification made by the contractor or others on his behalf shall render the contract void, but shall not prejudicially affect any of the company's claims against the contractor.

If the contractor defrauds or tries to defraud the company by submitting fraudulent claims by falsifying records or otherwise this shall render the contract void.

DANGER / PILFERAGE OF MATERIALS:

The contractor shall indemnify BHEL against loss, damage, breakage, shortage and pilferage of the materials while in his custody, failing which BHEL shall have rights to recover such amounts as may be decided by BHEL from time to time.

SPECIAL POWERS FOR TERMINATION OF CONTRCAT:

If at any time, BHEL shall for any reason whatsoever not require the work to be carried out, the SDGM/Shipping shall give notice in writing of the fact to the contractor, who shall have no claims to any payment of compensation or otherwise 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 from the non-execution of the work in full, in consequence of foreclosing the work.

RECOVERY FROM THE CONTRACT:

Whenever under the contract any sum of money shall be recoverable from or payable by the contractor, the same may be deducted from any sum then due to the contractor under this contract or any other contract with BHEL or from his security deposit or he shall pay the claim on demand.

SECURITY DEPOSIT:

Since this being labour contract, the EMD amount shall be retained as security deposit and no further recovery shall be made against security deposit. i.e., the EMD amount of Rs.1.0 lakh shall be retained as against the Security Deposit of the successful bidder.

STAMPING THE AGREEMENT:

The expenses of completing and stamping the agreement are borne by the contractor.

ARBITRATION:

All disputes, questions, matters and things relating to the contract upon which SDGM/SHIPPING and the contractor do not agree shall be decided by the EXECUTIVE DIRECTOR / BAP, BHEL, RANIPET and his decision shall be final and binding.

FORCE MAJURE:

The BHEL shall not be in any way liable for non performance either in whole or in part of the contract or for delay in performance thereof in consequence of any strike, lockout, fire, flood, break-down or accidents to machineries, riots, civil commotion, war insurrections or restraints imposed by Governments Act or Legislature or other Authorities and by reason of any other causes of whatsoever nature beyond its control.

The applicants/bidders should read the tender documents, general terms and conditions thoroughly and to be acknowledged by signing at left bottom side in the entire document papers and the same shall be submitted.

If tenderer have any question arises about the tenders, they may please get it clarified from Shipping department during week days from 08:00 to 16:00 hrs.
