



WORKS CONTRACT MANAGEMENT
TENDER NO.9860015E Dt 15.06.2016
NOTICE INVITING TENDER

01. Name of the work : Transportation and safe delivery of Consignments from sub vendor's works at Chennai, Bangalore, Coimbatore, Trichy, Salem, Hosur, and in and around Ranipet & any place to any where within Tamil Nadu 0-500Km and more than 500 Km through **Light Commercial Vehicle(LCV)** to BHEL,Ranipet and vice versa.
02. Approximate Trips required: As per annexure-III
03. Period of contract : One Year (from the date of LOI)
04. EMD to accompany the Tender :Rs.40,000/- (Rupees Forty thousand only)
05. Last Date and Time for receipt of Tender : 08.07.2016 14.00Hrs
06. Date and Time of Opening the Tender : 08.07.2016 at 14.30 hrs.

Yours faithfully,
for and on behalf of BHEL.,

MANAGER/WCM

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

ANNEXURE-I

TENDER NO: 9860015E Dt 15.06.2016

Annexure - I

Qualifying requirement

- 1) The tenderer should have minimum two years experience in similar work. Similar work means engaging Light Commercial Vehicle for transportation of steel materials. Document proof to be submitted. The experience shall be in public sector/ Government sector/ private sector.
- 2) The tenderer should have minimum One no. Light Commercial vehicle (LCV) owned by them.(In the name of company/individual .Xerox copy of the currently valid RC, Insurance Certificate, Road Tax Receipt and Fitness Certificate etc. shall be attached.,

Those who have not meet the above two requirements will be rejected.

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TENDER CONDITIONS

01. The tender documents should be put in a sealed cover super scribing the Tender number separately on price bid.
02. The tenderer should enclose the Xerox copy of the currently valid document viz. R.C., Insurance Certificate, Road Tax receipt, Road permit and Fitness Certificate
03. The tenderer should fill in the details in Annexure-II and submit relevant copies of documents mentioned there of. This annexure-II forms part of tender.
04. The tenderer should have office/residence within the radius of 30 KMs from BHEL, Ranipet and have own telephone and Cell phone and should post a permanent residence representative at Ranipet with the above facilities to co-ordinate the day to day affairs with BHEL/Ranipet.
05. EMD payable along with this tender is Rs: 40,000/-(Rupees Fory thousand only). EMD amount shall be paid only by DD in the name of “ Bharat Heavy Electricals Limited, Ranipet” payable at SBI/MR Puram Code No:7013 and to be kept in Price bid cover. Tenders without EMD will be rejected.
06. EMD by the Tenderer will be forfeited if:
 - i) After opening the tender, the tenderer revokes his tender within the validity period or increases his earlier quoted rates.
 - ii) The tenderer does not commence the work within the period as per LOI /Contract. In case the LOI / contract is silent in this regard then within 15 days after award of contract.
07. No interest shall be payable by BHEL on EMD/SD if applicable or any money due to the contractor by BHEL.
08. BHEL reserves the right to accept/reject, any/all tenders in part or full without assigning any reason, whatsoever.
09. General conditions of the contract, scope of work and special conditions are also form part of this tender.
10. L1 tenderer will be decided based on overall L1 tender value(no.of trips multiplied by offered rate) for all the schedules together.
11. The validity of offer shall be 90 days from the date of tender opening.

12. Technical bid shall be put in a separate cover, EMD shall be put in a separate cover and Price bid shall be put in another cover and all the covers shall be put in a strong single cover.

13. Discrepancy in “words “ & “ Figures “

- a) If, in the price structure quoted for the required goods/services/works, there is discrepancy between the unit price and the total price(which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
- d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

BHEL shall have the right to recover any money due from the contractor from any money due to the contractor under this contract or any other contract or from the security deposit

MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity(five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM-II certificate along with attested copy of a CA certificate(as below) where deemed validity of EM II certificate of five years has expired)applicable for the relevant financial year(latest audited). Date to be reckoned for determining the deemed validity will be the last date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal .Documents should be notarized or attested by a Gazetted officer.

All MSE suppliers shall continue to be in PMD with MSE status based on the EM II certificate or valid NSIC certificate.

Any new supplier will be eligible for registration with BHEL as MSE supplier provided at least any one of the following documents are submitted along with application for registration.

- a) Valid NSIC certificate or
- b) Entrepreneurs Memorandum part II(EM II) certificate (valid based on deemed validity of 5 years) or
- c) EM II certificate alongwith attested copy of CA certificate(as per prescribed format as below applicable for the relevant financial year(latest audited) , where the deemed validity of EM II is over.

However credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers as per clause9ii) at the time of tender evaluation.

Certificate by Chartered Accountant on Letter head

This is to certify that M/s.....,
(hereinafter referred to as 'Company') having its registered office at.....
..... is registered under MSMED Act 2006,(Entrepreneur memorandum
No(Part-II)..... dtd:.....
Category:.....(Micro/Small).(Copy enclosed)

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year as per MSMED Act 2006 is as follows:

1. For Manufacturing Enterprises: Investment in plant and machinery(i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722(E) dated October 5, 2006:
Rs..... Lacs
2. For Service Enterprises: Investment in equipment(original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006.
Rs..... Lacs

(Strike off whichever is not applicable)

The above investment of Rs.....Lacs is within permissible limit of Rs.....
Lacs for.....Micro/Small(Strike off which is not applicable)Category under
MSMED Act 2006.

Or

The company has been graduated from its original category(Micro/Small)(Strike off which is not applicable) and the date of graduation of such enterprise from its original category is(dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O.No.3322(E) dated 01-11-2013 published in the gazette notification dated 04-11-2013 by Ministry of MSME.

Date:

(Signature)

Name-

Membership number

Seal of Chartered Accountant

ANNEXURE II

TENDER NO: 9860015E Dt 15.06.2016

1. Name of Tenderer :
2. Address & Phone Number :
3. Company profile :
4. Vehicle's Registration Number,
Capacity & LxBxH :
5. Name of the owner :
7. Copies of documents to be enclosed
 - a) RC Book :
 - b) Insurance Certificate Valid up to :
 - c) Road tax valid upto :
 - d) Fitness Certificate valid upto :
 - e) Road Permit valid upto :
 - f) Pollution Under Control Copy :
 - g) Lease agreement if not owned &
agreement validity :
7. Branch office address at Ranipet or Name and
address of resident representative at Ranipet
with Phone/Cell No., & e-mail ID :
8. EMD Details. :
(Enclose DD)

SIGNATURE OF THE TENDERER WITH SEAL.

ANNEXURE III

TENDER NO: 9860015E Dt 15.06.2016
SCOPE OF WORK AND RATE SCHEDULE

Transportation and safe delivery of consignments from the sub vendor works at Chennai, Bangalore ,Coimbatore, Trichy, Hosur, and in and around Ranipet to BHEL,Ranipet . Any place to any other place 0-500Km and more than 500 Km other than point to point scheduled places and in and around BHEL Ranipet.

| SL NO | WORK | Appx.No. of trips per year | Appx.Kms (Up& Down) | RATE in Rs. PER TRIP (UP&DOWN) |
|-------|--|----------------------------|---------------------|--------------------------------|
| 01 | From various places in and around Bangalore to BHEL,Ranipet&Vice versa (within a radius of 40 KMs) | 60 | 438 | Rs..... Rupees..... |
| 02 | From various places in and around Chennai to BHEL,Ranipet&Vice versa (within a radius of 40 KMs) | 100 | 240 | Rs..... Rupees..... |
| 03 | From various places in and around Coimbatore to BHEL,Ranipet &Vice versa (within a radius of 40 KMs) | 50 | 818 | Rs..... Rupees..... |
| 04 | From various places in and around Trichy to BHEL,Ranipet &Vice versa (within a radius of 40 KMs) | 25 | 604 | Rs..... Rupees..... |
| 05 | From various places in and around Hosur to BHEL,Ranipet&Vice versa (within a radius of 40 KMs) | 25 | 380 | Rs..... Rupees..... |
| 06 | From various places in and around Salem to BHEL,Ranipet&Vice versa (within a radius of 40 KMs) | 10 | 524 | Rs..... Rupees..... |
| 07 | From various places in and around Ranipet to BHEL,Ranipet &Vice versa (within a radius of 40 KMs) | 25 | 60 | Rs..... Rupees..... |

| SLAB RATE FOR PLACES OTHER THAN SPECIFIED ABOVE (DISTANCE=TOTAL OF UP AND DOWN) | | | | |
|--|--|--|----------------------|------------------------------------|
| Sl. No | | Work | Approx. KMs Per Year | RATE in Rs. PER K.M. |
| 08 | | From any place to BHEL,Ranipet (KM Rate) for the distance slab 0-500 KM. | 1000 | Rs..... Rupees..... (per KM) |
| 09 | | From any place to BHEL,Ranipet (KM Rate) the distance slab above 500 KM | 1000 | Rs..... Rupees..... (per KM) |

- The above mentioned trips are only indicative.
- This may vary upto 20% during execution of the contract.
- BHEL will not guarantee for minimum trips.
- Contractor should not claim for any minimum trip.

SIGNATURE OF THE TENDERER WITH SEAL



ANNEXURE-IV

TENDER NO: 9860015E Dt 15.06.2016

SCOPE OF WORK AND SPECIAL CONDITIONS

01. Transportation and safe delivery of consignments from BHEL, Ranipet to Bangalore, Chennai, Coimbatore, Trichy, Hosur, Salem, Ranipet and vice versa. From Ranipet to any place within Tamil Nadu (other than Point-to-Point Scheduled places).
02. The contract is valid for ONE year from the date of LOI
03. The contract value and no. of trips indicated are only tentative and the contractor shall have no right to claim any compensation for increase/decrease in the quantum/value mentioned herein upto 10% increase/decrease..
04. The consignments are to be transported under this contract by Light Commercial Vehicle as per the details below: -
Consignment Size : Length X Breadth X Height = 4 X 1.5 X 1.5 Meter approximate.

Vehicle capacity : 3.5 MT (Minimum)

Consignment Weight : UP TO 3.5 MT
If weight exceeds 3.5 MT, freight will be paid proportionately extra on the corresponding to 3.5MT rate as per cl.38.
05. Minimum chargeable distance is 60 Kms (up and down) in total.
06. BHEL prefer their consignments being carried in the contractor's own vehicle. If carried in a hired/leased vehicle, the contractor should ensure that the party is reputed and the vehicle is well maintained with valid permits. Should any dispute arise in their deal it would be viewed with disfavor. In any case, only the contractor will be solely responsible for the safe delivery of BHEL consignments not withstanding BHEL's rights to proceed against anybody.
- 07) The rate agreed and mentioned in this contract shall be firm throughout the contract period.

The agreed rates are inclusive of all charges like Hamali charges, statistical charges, goods tax and collection charges etc., However Octroi charges wherever payable have to be paid initially by contractor and which shall be reimbursed on submission of documentary proof identifying BHEL consignments.
- 08) A full time representative should be posted for liaison with BHEL to receive instructions, furnish delivery position and to attend to other duties relating to this contract. He shall daily report to stores, BHEL, Ranipet before 9.00 A.M.



Bharat Heavy Electricals Limited

(A Government Of India Undertaking)

Boiler Auxiliaries Plant

Ranipet – 632 406

Phone 04172 – 284839

No:

E-mail: vkn@bhelrpt.co.in

: 2:

09) Placement of Vehicle and Penalty: Vehicles as and when demanded by BHEL/Vendor/Sub-Contractors/Site on BHEL account with due prior notice will have to be placed by the contractor. If they do not place vehicle within 24 hours for lifting of consignments, a token penalty of Rs.250/- (Rupees Two hundred and fifty only) per load per vehicle will be levied.

In addition to this, the same will be moved through any carrier without any notice and the extra freight and other expenses shall be recovered from the Contractor.

- 10) The transport contractor has to door collect/deliver the materials both at dispatching and receiving point without extra charges for such door collection/delivery.
- 11) Loading and unloading of materials at BHEL will be done by BHEL. Loading and unloading of materials at Site/Supplier/Sub-contractor will be done by them. Loading/Unloading within BHEL will be done in a reasonable time to minimise halting time.
- 12) It is the responsibility of the contractor to provide the work force with necessary safety equipments.
- 13) Lashing and securing the consignments for the transportation will be the responsibility of the contractor. All the safety precautions such as lashing, providing of red flag/light, pilot, escort as may be required during transportation is the responsibility of the contractor's and should be ensured.
- 14) GC Notes issued should bear printed Sl. Nos. Erasing or over-writing etc., in the GC Notes will not be accepted. GC Notes should be of good quality paper and incorporate Registration number of vehicle, description. GC Notes submitted to BHEL or its customers should be legible.
- 15) The GC Notes shall be got countersigned by the consignor at the time of booking of the consignment. GC Note should cover every consignment.
- 16) At the time of booking of materials the contractor should ensure to collect all the documents such as Invoice, delivery challans, inspection report, Test Certificate, ED Invoice (Transporter's copy), Form-31, etc., and hand over the same without fail to the concerned authorities while delivering the material.
- 17) The company takes a very serious view of issue of GCs to the suppliers without taking physical possession of materials and if any contravention is noticed, BHEL will take appropriate action.



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- 18) While accepting the consignments for transportation, the contractor should ensure that necessary documents for check post are collected so that the consignments are not detained enroute for want of these documents. Any detention on this account will be the contractors responsibility. If a consignment is detained enroute by the check post authorities due to insufficient documentation, such payment will have to be borne by the contractor and consignment got released and delivered in time.
- 19) If the MODVAT copy (Duplicate for transporter's copy) of ED Invoice received from the Consignor is not handed over to the consignee by this contractor, any loss due to the above will be recovered from the contractor. If Duplicate for transporter copy of Excise Duty Invoice is not handed over by the Consignor, then the contractor shall get endorsement on GC from the Consignor that the "Duplicate for Transporter copy of Excise Invoice is not handed over".
- 20) Wherever Form 31 is issued to the transport contractor the contractor 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 contractor.
- 21) The consignments entrusted to the contractor shall be handled, transported and delivered carefully. For any loss or damage to the consignment, the contractor should fully compensate BHEL promptly. Frequent cases of such nature will be viewed seriously and BHEL reserves the right to terminate the contract or take other appropriate steps.
- 22) **Transit Time and Penalty:-**
- BHEL attaches very great importance to the correct and prompt delivery of the consignment in time and hence delivery should be effected after booking the consignment without delay.
 - Transit time permitted is as below:
Number of journey days allowed is at the rate of 300 KMs per day. One day for loading and one day for unloading is allowed.
 - Delay in delivery beyond the above period will attract penalty of 2% of the freight per week (seven days) or part thereof subject to a maximum of 75% of the total freight payable against a particular consignment. When the penalty is levied the grace time of 2 days will not be allowed.
 - Any delay beyond the stipulated time will be viewed seriously; BHEL will monitor the performance of the carrier on this account. However, in deserving cases an official of BHEL not less than the Manager of concerned department shall have authority to waive the penalty on case-to-case basis considering the merit of the case.



23) Transshipment and Penalty:

- a) BHEL expects that the consignments are to be transported in the same vehicle without transshipment enroute. If transshipment is inevitable, the carrier should inform the loading officials in advance and obtain their prior permission. Authorization permitting transshipment shall be attached along with the freight bill for payments.
 - b) If consignments are transshipped without prior permission a token penalty of 10% of the freight amount involved, will be levied, unless BHEL officials not below the rank of Manager of the concerned department authorizes for transshipment
- 24) In case of any outward damage is suspected/noticed to the consignment, the contractor should arrange for “Open Delivery” and the open delivery certificate should be issued.
- 25) No Demurrage / Wharfage / Hamali / Statistical charges / Godown rent is leviable for the BHEL consignments under any circumstances.
- 26) **Halting Charges:-** Halting charges shall be payable whenever the vehicle is detained for want of return load pertaining to BHEL on the day of unloading and subsequent days. Halting charge is payable to a maximum of three days only per trip. BHEL officials should certify it.
- 27) Freight bills should be submitted in Triplicate with clear acknowledgement and other relevant documents including original GC Notes.
- 28) Bills are to be submitted within one month from the date of acknowledgement of the consignment. However BHEL will not honour such claim after six months after the date of expiry/termination of the contract, unless substantiated with reasons for delayed submission of bills. Right of acceptance of such claim is with BHEL. All payments to be made to the transporter shall be by Electronic Fund Transfer (EFT) OR by Real Time Gross Settlement (RTGS) only, within a reasonable time, say one month after receipt of the bill along with consignee’s acknowledgement.
- 29) BHEL reserves the right to accept / reject, any / all tenders without assigning any reason.
- 30) **The General conditions of the contract, Labour Laws, Safety requirement and Tender conditions of the contract** are complementary to each other and where they are in conflict, the special conditions shall form part of the contract.
- 31) **SERVICE TAX REGISTRATION:** The tenderers should register themselves with Service tax authorities of Govt. of India / Tamil Nadu as per statutory regulations. They should produce the copies of registration certificate and service tax registration numbers along with their offer.



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32) **Service Tax:** Service tax is not applicable for contractor as transportation of goods by Goods Transporting Agency(GTA).Hence BHEL has to pay service tax @ 15.00% on 30% of the freight value as service receiver.

33)**Toll Gate:** Road user Fee of NHAI wherever payable have to be paid initially by contractor and which shall be reimbursed on submission of documentary proof identifying BHEL consignments.

34)The LCV engaged with load either onward/return only(otherway empty),10% rate will be deducted on empty trip portion.

For example, if the quoted rate for One trip(both ways)is Rs.4000/- and the LCV is operated with one way load the amount payable will be RS.3800/- only(1800+2000)

35)Wherever the load carried more than the allowable weight(3.5 MT),the proportionate amount will be paid for the corresponding onward and /or return trip.

MANAGER/M&S/LOGISTICS

ANNEXURE -V

GENERAL CONDITIONS OF THE CONTRACT

1. DEFINITION: -

In these General Conditions of Contract, the following terms shall have the meaning hereby assigned to them, except where the context otherwise requires:-

a)The "Contract" means, the documents forming the tender and acceptance thereof, together with all the documents referred to therein including general and special conditions to contract. All these documents as applicable taken together shall be deemed to form one contract and shall be complementary to one another.

b)The "work" means, the work described in the tender documents in individual work-orders as may be issued from time to time to the contractor by the Officer-Incharge within the power conferred upon him including all notified or additional items of works and obligations to be carried out as required for the performance of contract.

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c)The "contractor" means, the individual Firm or Company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the persons composing the firm or Company or the successors of the firm or company and the permitted assigns of such individual or firm or Company.

d) "The Officer-In charge" means, the Officer deputed by the AGM/WCM to supervise the work or part of the work.

e) "Approved" and "Directed" means, the approval or direction of AGM/WCM, 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/WCM 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 AGM/WCM. 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 :: 1 Lakh + 7.5.% of the amount
Rs.10.00 Lakhs up to Rs.50.00 Lakhs :: exceeding Rs.10 Lakhs.
- c) In case of works costing above :: 4 Lakhs + 5% of the amount
Rs.50 Lakhs :: 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)

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 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 therefrom or from any sums which may be due or may become due to the contractor by BHEL and in the event of this Security Deposit being deducted by reason of such deductions or sale, as aforesaid, the Contractor shall within 7 days thereafter, make good in cash or in securities endorsed as aforesaid, any sum by which the Security Deposit has been reduced.

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

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

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

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

The AGM/WCM 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 irable. 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, there under from time to time.

14. PRECAUTIONS AGAINST RISK:- The Contractor shall be responsible for providing at his own expense for all precautions to prevent loss or damage from any and all risks and to minimise the amount of any such loss or damage and for the necessary steps to be taken for the said purpose.

15. DAMAGE & LOSS TO PRIVATE PROPERTY & INJURY TO WORKMEN :-

The Contractor shall at his own expense reinstate and make good to the satisfaction of the AGM/WCM 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 AGM/WCM or his authorized officials and continues in that state after a reasonable notice from AGM/WCM 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 AGM/WCM 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/WCM 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:

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 AGM/WCM 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/WCM 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/WCM 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/WCM or his authorised representative

b) fails to comply with any of the Terms and Conditions of the contract or after reasonable notice in writing with orders properly issued thereunder ;

c) BHEL, may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the contract as whole or in part thereof or only such work order or items of work in default from the contract. Whenever BHEL exercise the authority to cancel the contract as whole or part under this condition BHEL may complete the work at the contractor's risk and cost (as certified by AGM/WCM 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/WCM 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/WCM whose decision shall be final and conclusive.

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/WCM 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. FREIGHT BILLS & PAYMENT :- Freight bills shall be submitted within one month immediately after delivery of the consignments with proper acknowledgements from the consignee and there should not be any delay more than one month.

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 AGM/WCM or his authorized Officer.

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.

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/WCM 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/WCM 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 THE 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.

ANNEXURE - VI

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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ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS TRANSFER

| | | |
|----|--|-----------------------------------|
| 01 | NAME & ADDRESS OF THE SUPPLIER / VENDOR | |
| 02 | VENDOR CODE (as in WORK ORDER) | |
| 03 | Details of Bank Account: | |
| A) | NAME & ADDRESS OF THE BANK (WITH PIN CODE) | |
| B) | BANK TELEPHONE NUMBER (WITH STD CODE) | |
| C) | <u>BANK BRANCH CODE</u> | |
| D) | MICR CODE | |
| E) | ACCOUNT NUMBER | |
| F) | TYPE OF ACCOUNT | CURRENT A/C / OD / CASH CREDIT |
| G) | VENDOR NAME AS PER BANK RECORDS | |
| H) | BANK BRANCH RTGS IFSC CODE | |
| I) | BANK BRANCH NEFT IFSC CODE | |
| J) | VENDOR'S E-MAIL ID (give two ids) | |
| K) | NAME OF AUTHORISED SIGNATORY | |

CERTIFICATE

I /We hereby agree to receive the payments due from BHARAT HEAVY ELECTRICALS LIMITED, RANIPET by the National Electronic Funds Transfer and/or RTGS Transfer mode by credit to my / our above mentioned Bank Account. I / We also agree that payments made to the above mentioned Account is a valid discharge of the liability of Bharat Heavy Electricals Limited, Ranipet. I / We also agree to bear the applicable Bank Charges for the above mode of transfer.

AUTHORISED SIGNATORY OF VENDOR WITH SEAL
Banker's Certification

We confirm that we are enabled for receiving RTGS and NEFT credits and we further confirm that the account number of _____ (name of account holder), the signature of the authorized signatory and the MICR and IFSC codes of our Branch mentioned above are correct.

PLACE:

(Manager / Officer's
signature Under Bank

DATE:
stamp)

Note: This EFT Form is to be submitted duly filled in manually in all fields and _____ duly signed by Authorised Signatory and certified by Banker.