

**भारत हेवी इलेक्ट्रिकल्स लिमिटेड**  
**BHARAT HEAVY ELECTRICALS LIMITED**  
**TRUICHIRAPALLI 620014**

**TENDER NOTICE**

Name of the department : Stores /MM/Valves

Tender No.: VAL: STORES: WC: 13-14/001, Dt. 15-06-2013

Sealed tenders in two part bids (Techno commercial & Price bid) in sealed covers, subscribing the Tender Notice Number & name of the work are invited by AGM/MM/VALVES, 24 Bldg, 3<sup>RD</sup> FLOOR, M/s BHEL, Tiruchirapalli-620014 from reputed contractors for the following works and the same are to be dropped in the Tender Box which is kept in the Valves/Purchase, III Floor, 24 Bldg, BHEL, Tiruchirapalli-620014. Tenders will be opened by the undersigned or his nominee at Valves Purchase Conference Hall, 24 Bldg, III Floor, BHEL Tiruchirapalli-620 014 in the presence of tenderers or their authorized agents.

1.	Name of work	:	Production supporting services such as shot blasting, grinding, painting, assisting area of turning, machining, welding, hydraulic testing, opening of boxes & movement of materials are to be done with works contract.
2.	Sale / closure of Tenders	:	15.06.2013 to 05.07.2013 09.00 Hrs. to 16.00 Hrs.
3.	Last date for receipt of tender	:	05.07.2013 upto 14.00 Hrs.
4.	Date and time of Techno-Commercial Bid (PART-1) opening	:	05.07.2013 at 14.30 Hrs.
5.	Period of contract	:	12 Months from the date of award of contract.
6.	Earnest Money Deposit (EMD)	:	Rs.2,00,000/- (Rupees Two lakhs only) either "Pay Order (or) DD" only.
7.	Cost of the tender document	:	Rs.500/-(Non refundable)

AGM/Purchase (C&F) & Stores/Valves

**I) Pre-Qualification Criteria:**

The following conditions have to be satisfied by the tenderer and documentary proof to be enclosed along with tender bid.

**A) Financial Turn Over:**

Average financial turnover during last 3 years ending 31.03.2013, should be atleast Rs. 47 Lacs.

**B) Experience:**

Experience of having successfully completed works during last **7 years** ending last day of month previous to the one in which applications are invited should be any of the following:-

(a) Three completed / executed works costing not less than Rs.29 lakhs each contract and each year.

OR

(b) Two completed / executed works costing not less than Rs.36 lakhs each contract.

OR

(c) One completed / executed work costing not less than Rs.56 lakhs single contract.

**I.T return acknowledged by I.T department for the last 3 years.**

C) "TDS certificate in addition to the certificate issued by the organization shall form the basis for considering experience of work executed for private organization".

D) Service Tax Registration document.

E) In case the tenderers not fulfilling the above conditions, the offer is liable for rejection. The semi filled, incomplete Tender Documents will be rejected.

**II) Statutory Codes:**

- 1) ESI Code.
- 2) P. F.Code No.
- 3) Labour licence (Central / State Government) should be submitted before commencement of work.
- 4) PAN No. (In case not available, proof of having applied with Acknowledgement from concerned authorities)
- 5) Service Tax (whether applicable or not should be indicated in the offer); in case applied for Service Tax Regn, proof of having applied with acknowledgement from Concerned authorities)

- 6) **Offer without EMD will be rejected.**
- 7) Payment should be through EFT (Electronic Fund Transfer). Hence, necessary formalities should be completed in consultation with Finance / F&S prior to enter into an agreement.

**III) Tender Submission:**

- The tender/bidders are advised to submit their bid well in advance of the tender opening date.
- **The contract would be split and awarded in the ratio of 45:30:25.**
- **subject to having minimum of 3 eligible contractors, the H1 contractor will not be considered**
- In case same rates are quoted by more than one contractor ranking will be done on the basis of higher amount of tax paid based on IT return submitted for the financial year 2011-12

The covers should be addressed to AGM/MM/Valves., **3<sup>rd</sup> Floor, 24** Building, BHEL, Tiruchirapallirapalli 620 014, to reach on or before by 14.00 Hrs. on 05.07.2013 and the same are to be dropped in the **Tender Box which is kept in the Valves/Purchase, III Floor, 24 Bldg., BHEL, Tiruchirapalli-620014.** Tenders will be opened by 14.30 (IST) on **05.07.2013** at Valves/Purchase, III Floor, 24 Bldg., BHEL, Tiruchirapalli-620014. BHEL is not responsible for any postal delay.

Tender box is available in the Valves/Purchase, III rd Floor, 24 Bldg., BHEL, Tiruchirapalli. From **15.06.2013 to 05.07.2013 - 09.00 Hrs. to 16.00 Hrs.**

Bidder has to submit both technical (Part 1) & price bid (Part 2) in separate covers.

**The First envelope shall be sealed and super scribed as Techno-Commercial Bid for Off-Loading Production supporting services such as shot blasting, grinding, painting, assisting area of turning, machining, welding and hydraulic testing, opening of boxes & movement of materials are to be done with works contract in Valves/Production shop and Stores during 2013-14. and should contain all papers except Price Bid.**

**The second envelope shall contain only Price** for the above work as per scope and to be quoted as per the format given in price bid. Any other information in price bid will not be considered. The envelope shall be sealed and super scribed as **Price Bid for Off-Loading Production supporting services in Valves/Production shop & Stores during 2013-14.**

Both the above two envelopes shall be kept into another cover and sealed.

BHEL is not responsible for any postal delay. The Techno Commercial Bid will be opened on **05.07.2013 at 14.30 Hrs (IST).**

**NOTES:**

- Period of contract – **12 months from the date of award of contract.**
- The agencies are advised to visit the work site to understand the nature of work / quantum of work in its true perspective to avoid any complications in future.

**General Terms:**

Tender forms (containing the detailed schedule of activities to be carried out) can be obtained **from 15.06.2013 to 05.07.2013** from the office of the **AGM/MM/VALVES, 3<sup>RD</sup>** Floor, 24 Bldg., BHEL/ Tiruchirapalli-620014 between **09.00 Hrs. to 16.00 Hrs.** on all working days. An amount of **Rs.500/-(Non refundable)** should be paid for each tender form in BHEL cash office through a “pay-in-slip” supplied by the office of the undersigned.

- The cost of the tender forms will not be refunded and the tenders are not transferable under any circumstance.
- The contractors may satisfy themselves by thorough study of scope of proposed job work by visiting the work site. There shall not be at any time dispute / complaint of any nature regarding scope of work and interpretation after awarding the job.
- The successful bidder shall execute an agreement valid for a period of twelve (12) months.
- Tender documents can also be downloaded from BHEL website [http://\(www.bhel.com\)](http://www.bhel.com) as well as in Govt. tenders website (<http://tenders.gov.in>). Tender cost of Rs. 500/- shall be payable even if it is download from BHEL website.

# TECHNO COMMERCIAL BID

## (PART-I)

Name of work: Providing assistance to carry out activities in Valves Production,  
& Stores during 2013-14.

No.	Nature of work Proposed	Qty	Unit	No.of labour required
01.	Providing assistance to carry out production supporting services such as shot blasting, grinding, painting, assisting area of turning, machining, welding, hydraulic testing, opening of boxes & movement of materials are to be done with works contract.	30,000 Per year	MT	Labourers capable of discharging minimum 800 kgs per man per day

Tender No.: VAL: STORES: WC: 13-14/001, Dt. 15.06.2013

Contractor should furnish the following information:

CONTRACTOR NAME : \_\_\_\_\_

ADDRESS : \_\_\_\_\_

E-Mail ID : \_\_\_\_\_

Phone/Mobile No. : \_\_\_\_\_

1. PF Code: : \_\_\_\_\_

2. ESI Code : \_\_\_\_\_

3. Labour Licence & Validity : \_\_\_\_\_  
(If submitted for renewal copy of acknowledgement is to be enclosed)

4. PAN No(copy to be enclosed) \_\_\_\_\_

5. Contractor code No. (BHEL issued No.) : \_\_\_\_\_

6. Service Tax No. (copy to be enclosed) : \_\_\_\_\_

7. **EXPERIENCE** : \_\_\_\_\_  
 Work details : \_\_\_\_\_

Value of work : \_\_\_\_\_

Year/s in work executed : \_\_\_\_\_

Firm Name : \_\_\_\_\_

Turnover : \_\_\_\_\_

8. **Tender Cost** : Rs.500/- (Non refundable)

CR / Bankers Ch. No.	Date	Amount Rs.	Name of the Bank

9. Earnest Money Deposit : Rs. ....

CR / Banker's Cheque /DD No.	Date	Amount Rs.	Name of the Bank

10. Acceptance of penalty clause and Security deposit clause : \_\_\_\_\_
11. TERMS OF PAYMENT : Progressive for the work completed: \_\_\_\_\_
12. Acceptance for WORK COMPLETION in 12 Months : \_\_\_\_\_
13. Acceptance to undertake all activities as per the schedule of work Part-II (Price bid) : \_\_\_\_\_
14. Acceptance to obey all clauses like minimum wages, Bonus Payment to contract labour as per R&A 1970 act etc. : \_\_\_\_\_
15. Monthly payment to the workers to be made in the presence of BHEL authorized person only.

**Documentary support should be enclosed for the above points with offer for verification.**

**ANNEXURE –A**  
**Conditions covering the contract**

- 1) Power, fuel, machinery and material handling equipments, etc. will be supplied by BHEL, Tiruchirapalli.
- 2) The contractor should bring only men to our premises at their own cost, risk and execute the work allotted to them in our premises.
- 3) **The contractor should follow and comply with ESI, PF, Group Insurance and other statutory regulations as stipulated in Factory's Act and other State Central Governments' rules & regulations.**
- 4) ***As per the directive of our Corporate Office all contractors have to make an additional payment to the contract workmen as given below, over and above the Minimum Wages prescribed by the Government of Tamil Nadu. The additional amount will attract statutory payments such as PF, ESI, Group Insurance and other statutory regulations as stipulated in Factory's Act and other State Central Governments' rules & regulations.***
  - a) **Unskilled** = Rs.2000/-
  - b) **Semiskilled** = Rs.2300/-
  - c) **Skilled** = Rs.2500/-
- 5) All safety equipment's to the workmen safety rules & regulations to be followed as per BHEL's Safety rules & regulations.
- 6) The contractors should provide Uniform & Shoes for their labourers. Any fault by contractor on this count would lead to cancellation of contract.
- 7) BHEL / Tiruchirapalli is in no way responsible for any loss of life or any injury caused to any of the contractors and their crew while executing the above work at our premises.
- 8) The contractor or his crew should handle the machinery and other equipments entrusted to them by BHEL / Tiruchirapalli 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.
- 9) BHEL/ Tiruchirapalli reserve the right to alter any of the terms & conditions of the contract and any such changes will be intimated to the contractor from time to time.
- 10) BHEL/ Tiruchirapalli reserve the right, to cancel or to terminate the contract at any time without assigning any reason.
- 11) The contractor should maintain a 'Work Diary' containing the details of work executed by them from time to time on daily basis and obtain the signature from official concerned nominated for this purpose for having executed the work correctly to our satisfaction.

- 12) The proof of execution of work should be submitted along with each bill (printed form with covering letter and proof for execution of work).
- 13) The bill should be submitted within a week after execution of work during the calendar month. – 1 Bill per month.
- 14) Necessary gate entry pass will be issued by BHEL Security Department on DGM/Stores/Valves, recommendation for your crew and security rules are observed strictly by your crew.
- 15) BHEL / Tiruchirapalli reserve the right of awarding the contract for more than one contractor.

**ANNEXURE-B**  
**GENERAL CONDITIONS OF CONTRACT**

**1. Definition:**

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

- a) The "Contract" means, the documents forming the tender and acceptance m thereof, together with all the documents referred to therein including general and special conditions to contract. All these documents as applicable taken together shall be deemed to form one contract and shall be complementary to one another.
- b) The "work" means, the work described in the tender documents in individual work orders as may be issued from time to time to the contractor by the Officer-Incharge within the power conferred upon him including all notified or additional items of works and obligations to be carried out as required for the performance of contract.
- c) The "contractor" means, the individual Firm or Company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the persons composing the firm or Company or the successors of the firm or company and the permitted assigns of such individual or firm or Company.
- d) "The Officer-In charge" means, the Officer deputed by the **AGM/MM//Valves** to supervise the work or part of the work.
- e) "Approved" and "Directed" means, the approval or direction of **AGM/MM/Valves**, or person deputed by him for the particular purposes.
- f) "BHARAT HEAVY ELECTRICALS LIMITED" (hereinafter referred to as BHEL) shall mean the Board of Directors, Chairman, Executive Director, General Manager or, other Administrative Officer of the said Company including Manager/Stores (Valves) 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 recognized 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 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 carry out any Scope of work covered in Scope of work in Enquiry Sl. No.1 as per instructions of Executing official.

## 5. 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.

## 6. Sub-Contract:

The Contractor shall not sublet any portion of the contract without the prior written approval of the BHEL.

## 7. 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 Statutory regulations or by-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

## 8. Security Deposit:

(1) Security Deposit should be paid by the contractor. The Security Deposit rate will be as follows:-

a)	Up to Rs. 10 Lakhs	10% of PO Value
b)	Above Rs.10.00 Lakh & Upto Rs. 50 Lakhs	Rs. 1 Lakh + 7.5% of the amount exceeding Rs. 10 Lakhs
c)	Above Rs.50.00 Lakh	Rs.4.00 Lakh + 5% of the amount exceeding Rs. 50 Lakhs

The Earnest Money paid at the time of tender will be adjusted as part of the Security Deposit to a level of 50% of contract value before start of the work and the balance amount 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 Deposit may be furnished in anyone of the following terms:

- i) Cash.
- ii) Call Deposit receipt, Pay Order, Demand Draft duly pledged in favour of BHEL.
- iii) Post Office cash certificate, National Savings. Certificates, Treasury Savings Deposit Certificates, National Plan Savings Certificates, 12 Years National Defence Certificates and 10 Years Defence Deposit certificates.
- iv) Fixed Deposit Receipt issued by State Bank of India / Nationalised Banks.
- v) Bank Guarantee shall be accepted to a value of 50% of the calculated Security Deposit amount only and 50% of Security Deposit shall be in anyone of the form as mentioned above from Sl.No. (I to VI).
- vi) The Bank Guarantee shall be kept valid until the due date for refund of Security Deposit. No interest shall be allowed on Security Deposit. BHEL shall not be responsible for any loss of securities due to liquidation for any other reasons, whatsoever or any depreciation in the value of the securities while in their charge or for any loss of interest thereon.

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

#### 9) Orders under the Contract:

All orders, notices etc. to be given under the contract shall be in writing, typescript 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.

**Contractor shall be deemed to have included in his tender price of all the plant, machinery and appliances required for the purpose of all operations connected with the work embraced under the contract to secure a satisfactory quality of work and rate of progress which in the opinion of the " Contract Signing Officer" will ensure the completion of the work within the time specified.**

- **BHEL is having every right to split the schedule and to award the work to single or many parties on the lowest offered rates basis.**

- **This is a time bound contract for period mentioned, and does not envisage any extension of time / period.**

#### **10. Contractor's Supervision:**

- The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to BHEL Officials.
- 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 to the OFFICER-INCHARGE, to receive instructions.
- **AGM /MM/Valves** shall have full powers and without assigning any reason, requires the Contractor to immediately cease to employ in connection with this contract, any agent, servant or employee where continued employment is, in his opinion undesirable. The Contractor shall not be allowed any compensation on this account.

#### **11. Labour:**

- The Contractor shall remain liable for the payment of all wages or other moneys to his work people or employees under the payment of Wages Act 1936.
- Employees Liability Act. 1938, Workmen's Compensation Act 1923 or any other Act or enactment, relating thereto and rules framed, there under from time to time.
- In case a contractor employs women as employee he will discharge his obligation under law in respect of such women workers such prohibition of engaging them during night-hours, prohibition of employing them for more than 9 hours per day, provision of crèche facility, grant of maternity leave as per rules etc.
- Contractor shall be responsible for making payment of wages before expiry of 7days from the last day of wage period and to ensure disbursement of wages in the presence of the authority's representative of contract operating division who shall record under his signature at the end of entries in the Register of wages.
- Contractor to obtain license under CL(R&A) Act, 1970.

#### **12) Precautions against Risk:**

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

#### **13) Damage & Loss to Private Property & Injury to workmen:**

The Contractor shall at his own expense reinstate and make good to the satisfaction of **AGM/MM/ Valves** 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 BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL where BHEL is a private person, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise.

#### **14) Laws Governing the Contract:**

The contract shall be governed by the Indian Laws for the time being in force.

#### **15) Cancellation of Contract for Corrupt Acts:**

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

If the Contractor shall:

- 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 having borne to do any act, in relation to the obtaining or execution of this or any other contract for BHEL service,
- OR
- enter into 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
- To obtain' a contract with BHEL as a result of ring tendering or by non-bonafide methods of competitive tendering, without first disclosing the fact in writing to BHEL.

#### **16) Cancellation Of Contract For Insolvency Assignment Of Transfer Or Subletting 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,

- 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

- 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

- Assigns, Transfers, Sublets or attempts to assign, transfer or sublet any portion of the work without the prior written approval of the BHEL.
- Whenever BHEL exercises the authority to cancel the contract under these 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/MM/Valves**) being less than the contract cost, the advantage shall accrue to 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/ MM/Valves** or the same shall be recovered from the Contractor by other means.
- 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 BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by **AGM/MM/Valves** whose decision shall be final and conclusive.
- Labour engaged by the contractor should be disciplined & exhibit good behavior in dealing with employees of BHEL. Any misbehavior or conduct of any person engaged by the contractor is not good, contractor shall change that person immediately or else it may even lead to termination of the contract & security deposit will be forfeited as penalty.

## 17) Cancellation of Contract In Part or Full for Contractor's Default:

If the contractor:

- makes default in carrying out the work as directed and continues in that state after a reasonable notice from **AGM/MM/Valves** or his authorized representative:
- fails to comply with any of the terms & conditions of the contract or after reasonable notice in writing with orders properly issued thereunder:
- 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 cancel only such work order or items of work in default from the contract. Whenever BHEL exercises the authority to cancel the contract as a whole or part under this condition, BHEL may complete the work at the contractor's risk and cost (as certified by **AGM/MM/Valves** which is final and conclusive) being less than the contract cost, the advantage shall accrue to BHEL. If the cost exceeds the money due to the Contractor

under this contract, the Contractor shall either pay the excess amount ordered by **AGM / MM/Valves** or the same shall be recovered from the Contractor by other means. In case 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 BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the **AGM /MM/Valves** whose decision shall be final and conclusive.

#### **18) Termination of Contract on Death of Contractor:**

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

#### **19) Special Power to Termination:**

If at any time after the award of contract, BHEL shall for any reason whatsoever not require whole or any part of the work to be carried out **AGM/MM/Valves** 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 foreclosing of the work.

#### **20) Submission and Processing Of Bills:**

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 **AGM/MM/Valves** separately details of their claims for the work done by them up to and including the previous month which are not covered by their contract agreement in any of the following respects:

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

#### **20A) Along with bills, Contractors has to furnish copy of the following documents for further processing of bills:**

- Documentary proof for payment of PF/ESI with individual names to be submitted.
- Certificate from an Official of the respective executing department that the payment to the labour has made in his presence.

- Copy of payment challan of previous Month / Quarter as proof of deposit of Service Tax along with a certificate from the Contractor that tax collected from BHEL has been remitted to tax authorities.
- Any other relevant document which is required from time to time as per BHEL requirement.

#### **21) Payment of Bills:**

100% Payment 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 DGM/Stores/Valves.

#### **22) Recovery from Contractor:**

Whenever under the contract, any sum of money, shall be recoverable from or payable by the Contractor, the same may be deducted from or any sum then due or which at any time thereafter may become due to Contractor under the contract or under any other contract with BHEL or from his Security Deposit or he shall pay the claim on demand.

#### **23) Post- Technical Audit of Work and Bills:**

BHEL reserves the right to carry out the post-payment Audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc., and enforce recovery of any sum becoming due as a result thereof in the manner provided in the presiding sub- paragraphs. However no such recovery shall be enforced after three years of passing the final bill.

#### **24) Refund of Security Deposit:**

The Security Deposit mentioned in condition 10 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".

#### **25) Force Majeure 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, Earthquake etc. ) then provided notice of happening of any such event is given by either party to other within 7 days from the date of occurrence there for neither party shall by reason of such event be entitled to terminate this Contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under t his Contract is prevented o r delayed by reason of any such event, claims for extension of time shall be

granted for periods considered reasonable by the Manager /Stores/Valves subject to prompt notification by the contractor.

## **26) 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/MM/Valves** 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 Officer 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.

## **27) 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 person so signing. Contract by a Company shall be signed with the name of the Company from a person authorised in this behalf and a power of attorney or other satisfactory proof, showing that the person signing the Contract documents on behalf of the Company is duly authorised to do so, shall accompany the contract.

# भारत हेवी इलेक्ट्रिकल्स लिमिटेड

## Bharat Heavy Electricals Limited

Name of the department : Stores / MM/Valves

Tender No. : VAL: STORES: WC: 13-14/001, Dt. XXX.06.2013

### PRICED BID

#### (PART-II)

Name of work : Providing assistance to carry out activities in Valves Production, & Stores during 2013-14.

### DETAILS OF WORKS

No.	Nature of work Proposed	Qty.	Unit	Rate per MT	
				Rs. In Figures	Rs. In words
01.	Providing assistance to carry out production supporting services such as shot blasting, grinding, painting, assisting area of turning, machining, welding, hydraulic testing, opening of boxes & movement of materials are to be done with works contract.	30,000 Per year	MT		
02	Quote Service Tax if any				
03	Service Tax No.:				
Grand Total Rs.					

### NOTES

1. Rates should be quoted in figures and words and are to be identical, if not the prices in the words will be considered as correct and the same shall be valid and binding.
2. The rate quoted should be kept firm and valid for a period of one year and no extra payment will be reimbursed to the contractor by BHEL. Any increase of DA/ wages to the contract labour shall be absorbed by the contractor themselves during the period of contract.
3. The rate shall include all necessary personal protective equipment, like helmet uniform, shoes goggles, hand gloves etc for the workmen engaged by them.
4. All the Statutory requirements under Minimum Wages Act, 1948 and additional Wages, Payment of Wages Act, 1936, Workmen Compensation Act, 1923, EPF & MP Act, 1952, Payment of Gratuity Act, 1972. ESI Act, 1948. The Contract Labour (R&A) Act, 1970, Payment of Bonus Act, 1965, Income Tax, Service Tax Act and all other applicable Acts shall be complied with by the contractor.
5. The quantum of work for the year is tentative. It may vary depends upon the actual requirements.