Bharat Heavy Electricals Limited
(A Government of India Undertaking)
Boiler Auxiliaries Plant
Ranipet – 632 406 Tamil Nadu

M&S DEPARTMENT **Tel No : (04172) 284984**
Fax No : (04172) 241201

Registered Post with Ack.Due

BAP : M&S : TE : PRC :12 : 024, **Dt.12.01.2013**

NOTICE FOR INVITING TENDER	
Tender Notice No.	**BAP : M&S : TE : PRC : 12 : 024**
Name of Work	**Movement of Baskets for HE line. Movement of Packing flats, frames for Collecting Electrode lines and Debundling. Proper stacking of the above items received from Outsourcing Fabricators in the Storage Yard.**
Earnest Money Deposit	**Rs.40,000/- (Rupees Forty thousand only)**
Contract Period	**One year**
Last Date & Time for receipt of Tender	**22-01 -2013; 14.30 Hrs.**
Date and Time of Tender opening	**22-01-2013; 14.30 Hrs.**
This document contains 18 pages including General Instructions to Tenderers, General conditions of contract, Special Terms & Conditions, Bill of Quantities, Scope of work and Safety precautions. **The tender shall be addressed to: SME – Gas Services / PRC / M&S Department, BAP, BHEL Ranipet – 632 406.**	

ISSUING OFFICER

IMPORTANT NOTE : VENDORS REGISTERED WITH BHEL RANIPET AND TO WHOM THE TENDER DOCUMENT HAVE BEEN SENT NOW ALONE ARE ELIGIBLE TO QUOTE AGAINST THE TENDER. ANY NEW TENDERER WHO DESIRE TO PARTICIPATE NEED TO SUBMIT THEIR CREDENTIALS FOR REVIEW AND APPROVAL BY M&S DEPARTMENT. SUCH NEW TENDERERS WILL BE ALLOWED ONLY FOR THE FUTURE TENDERS, SUBJECT TO THEIR SUITABILITY.

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GENERAL INSTRUCTIONS TO TENDERERS

1. **Sealed Tenders for the work mentioned in the Schedule are invited from Contractors experienced in works of similar kind and magnitude.**
2. **Tenders must be submitted in sealed covers and should be addressed to**

   SME – Gas Services / PRC - M&S Department, Boiler Auxiliaries Plant,
   Bharat Heavy Electricals Limited, RANIPET – 632 406.

   The name, address of the tenderer and the name of work shall be clearly mentioned on the cover.
3. **Sealed Tenders will be received up to 14.30 Hrs. on 22-01-2013 in the prescribed form (Page:16) and will be opened on 22-01-2013 at 14.30 Hrs. at M&S Conference Hall in the presence of such of those tenderers or their agents who may choose to attend, with authorization letter.**
4. **All entries in the tender documents should be in same ink. Erasures and over-writing are not permitted. The tenderers concerned should duly sign all cancellations and corrections.**
5. **Tenderers should fill in all the required particulars in the blank spaces provided for this purpose in the tender documents and also sign and seal each and every page of the tender document including the drawings/annexures attached thereto before submitting the tender.**
6. **Conditional and unwitnessed tenders, tender containing absurd rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions laid down by the Accepting Officer are liable for rejection.**
7. **Tenders not submitted in the prescribed forms are liable for rejection.**
8. **In quoting the rates, the tenderers are advised to take into account all factors including any fluctuations in the market rates etc. No claim will be entertained on this account after acceptance of the tender or during the currency of the contract.**
9. **Before tendering, the tenderers are advised to inspect the equipment/machine at our works and its environments and be well acquainted with actual working and other prevalent conditions. General instructions to tenderers, drawings, specifications and other documents also form part of the agreement to be entered into.**
10. **The rates quoted in the tender shall remain valid for a period of Three months from the date of opening of the tender.**
11. **In the event of tender being submitted by a firm, the tender must be signed separately and legibly by each partner or member of the firm or in their absence, by the person holding the Power of Attorney on behalf of the firm concerned. In the latter case, a copy of the Power of Attorney duly attested by a Gazetted Officer must accompany the tender.**
12. **EARNEST MONEY DEPOSIT**

    Every tender must be accompanied by Earnest Money Deposit of Rs.40,000/- (Rupees Forty thousand only) in the form of Demand Draft of any Schedule Bank drawn in favour of Bharat Heavy Electricals Limited, Ranipet strictly payable at State Bank of India. Branch Code No.7013, BHEL Project branch, M.R.Puram – 632 406.

Note:

Cheques, currency notes, Money Orders or Postal Orders will not be accepted in lieu of the deposit receipt referred above.

NO INTEREST SHALL BE ALLOWED ON THE EARNEST MONEY

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13. **Unless the Contractor whose tender is accepted, signs the contract and makes necessary Security Deposit specified within fourteen days from the date of the order directing him to do so, the earnest money deposited by him will be forfeited and acceptance of his tender withdrawn.**
14. **If a tenderer withdraws his offer after submission of his tender or after acceptance of his tender, fails to start the work in accordance with the instruction of the Engineer/In charge, the EMD deposited by him will be forfeited and acceptance of his tender withdrawn.**
15. **The Bharat Heavy Electricals Limited, reserves the right to reject any or all the tenders received or accept any tender or part thereof without assigning any reason there of. In case of acceptance of a part of tender, time for completion may also be reduced to the extent considered appropriate by the accepting authority.**
16. **Unit rates should be quoted in figures as well as in words with reference to each item and for all the items shown in the attached schedule. These rates shall be for the finished work at site.**
17. **Rates for each item of the tender schedules should be quoted in rupees and paise only. In case of any difference in the rates quoted in figures and in words, the rates quoted in words will prevail.**
18. **Rates quoted shall include all royalties, terminal taxes, octrai duties, central and provincial excise tax, sales tax and other taxes leviable under the State or Central Government Rules excluding Service Tax. The Bharat Heavy Electrical Limited will not entertain any claim whatsoever in this respect in future.**
19. **Rate quoted should be exclusive of Service Tax. Service tax will be reimbursed at actuals on submission of tax invoice and documents evidence for having paid the same to the Central Excise authorities shall be submitted along with subsequent bill failing which BHEL will disallow the admitted amount in the earlier bill.**
20. **Should a tenderer find discrepancies or omissions in the tender documents or should be in doubt as to their meaning, he should at once address the authority inviting the tender for clarification. Every endeavour is made to avoid any error which can materially affect the basis of the tender but the successful tenderer shall take up on himself to provide for the risk of any error which may be subsequently discovered and shall make no subsequent claim on account thereof.**
21. **Tenders submitted by post should be sent by "REGISTERED POST" only. This should be posted with due allowance for any delay in postal delivery. On no account will tenders, received after the due date and time of opening tenders, be considered.**
22. **The contractor's responsibility for this contract shall commence from the date of issue order of acceptance of this tender. The scheduled period of work will be ONE YEAR and the contractor will have to plan this work accordingly.**
23. **Quantities shown in the attached schedules are only approximate and liable to vary without entitling the contractor to any compensation.**
24. **Tenders received without Earnest Money in full in the form prescribed shall be summarily rejected.**
25. **The Earnest Money Deposit of the successful tenderer will be retained to adjust towards Security Deposit for the due fulfillment of the contract.**

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26. **In the case of unsuccessful tenderers, the Earnest Money Deposit submitted by him will be refunded within a reasonable time after intimation is sent to them, of the rejection of the tender.**
27. **Should a tenderer or a contractor has a relative or in the case of a firm or company of contractors any of its shareholders or share holder's relative, employed in Bharat Heavy Electricals Limited, the authority inviting tenders shall be informed of this fact at the time of submission of the tender failing which tender may be disqualified or if such fact subsequently come to light, the contract may be rescinded.**
28. **If a tenderer expires after submission of his tender, the Bharat Heavy Electricals Limited may be at the discretion to cancel such tender.**
29. **If a partner of a firm expires after submission of the tender or after the acceptance of the tender, Bharat Heavy Electricals Limited may cancel such tender at the discretion unless the firm retains his character.**
30. **The Bharat Heavy Electricals Limited will not bound by any Power of Attorney granted by the tenderer or changes in the composition of the firm made subsequent to the execution of the contract. They may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contract concerned.**
31. **If the contractor deliberately gives wrong information in his tender or creates conditions favorable for the acceptance of his tender, Bharat Heavy Electricals Limited reserves the right to reject the tender at any stage.**
32. **Words imparting the singular number shall also deemed to include the plural number and vice versa where the context so requires.**
33. **The expenses for completing and stamping the agreement shall be to the contractor's account.**
34. **The General and Special Conditions of Contract are complimentary to each other and where they are in conflict, the Special Conditions shall prevail. In regard to matters not covered by the General or Special Conditions of Contract, those contained in the specifications approved by Bharat Heavy Electricals Limited shall apply.**
35. **Tenderers shall not increase their quoted rates or lay additional conditions incase Bharat Heavy Electricals Limited negotiates for reduction of rates, such negotiations shall not amount to cancellation or withdrawal of the original offer and the rates originally quoted shall be binding on the tenderers for a period of three months from the date of opening of tender. In case the above conditions are violated, BHEL is at the discretion to cancel the tender by forfeiting the EMD paid by deviating tenderer.**
36. **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.**
37. **The "GENERAL INSTRUCTIONS TO TENDERERS" shall be deemed to form an integral part of contract for the work to be entered into.**

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GENERAL CONDITIONS OF THE CONTRACT

4. 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 of contract. All these documents 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-In charge 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 representatives or the successors of the individual, 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 / M&S to supervise the work or part thereof.

e) **Approved" and "Directed" means, the approval or direction of AGM / M&S, or person deputed by him for the particular purposes.**

f) **"BHARAT HEAVY ELECTRICALS LIMITED" (herein after referred to as BHEL) shall mean the company, having its Registered Office at Siri Fort New Delhi.**

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**.

i) 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.

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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 scope of the work, nature of the site, local facilities of access and all matters affecting the effective execution of the work. No extra charges whatsoever in nature, 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 / M&S. 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. 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 satisfactory execution of the contract unless specified otherwise.

6. 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.

7. SUB-CONTRACT

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

8 COMPLIANCE TO REGULATIONS AND BY-LAWS

The Contractor shall conform to the provisions of any statute relating to the work and regulations and Byelaws 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:

a)The contractor should obtain own code for PF&ESI payment remittance.

b) <u>WAGES:</u>

The contractor shall pay wages to the workmen employed by him/her at the rate, which shall not be less than the minimum wages applicable under Law as notified by BHEL from time to time. The current minimum wages for Un Skilled Worker(USW) is Rs.190.00 per day. In addition a sum of Rs.2000/- per month as additional payment to their worker(USW) shall be paid. This additional payment will attract all the statutory requirement like PF, ESI, Bonus etc.

The increase in wages if any within the contract period will have to be borned by the contractor.

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d)The contractor shall maintain the detailed list of employees engaged during the contract execution period.

e)The contractor shall also maintain attendance details of the employees and register of payment and a copy of the details shall be submitted to the authorized official every months along with the bill for verification.

9. SECURITY DEPOSIT

a) **Security Deposit shall be collected from the successful tenderer. The rate of Security Deposit will be as below**:

Upto Rs.10 Lakhs	**: 10%**
Above Rs.10 lakhs up to Rs.50 Lakhs	**: 1 Lakh + 7.5% of the amount exceeding Rs.10 Lakhs**
Above Rs.50 Lakhs	**: Rs.4 Lakhs + 5% of the amount exceeding Rs.50 Lakhs**

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

b) Security Deposit may be furnished in any one of the following forms:

i) Cash (as permissible under the Income Tax Act)

ii) Pay Order, Demand Draft in favour of BHEL.

iii) Local cheques of Scheduled Banks, subject to realization.

iv) Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc., (Certificates should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).

v) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.

vi) Fixed Deposit Receipts 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 shall 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 remitted before the start of the work and the balance 50% may be recovered from the running bills.

viii) EMD of the successful tenderer can be converted and adjusted against the Security Deposit.

ix) The security deposit shall not carry any interest.

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Note:

Acceptance of Security Deposit against Sl. No. (iv) and (vi) above will be subject to Hypothecation or endorsement on the documents in favour BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith. 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. No interest shall be allowed on Security Deposits. BHEL shall not be responsible for 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 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 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.

If the contractor fails to execute the contract either fully or partially or violates the contract conditions leading to cancellation of the contract, the security deposit will be forfeited.

10. ORDERS UNDER THE CONTRACT

All orders, notices etc. to be given under the contract shall be only in writing. The initial delivery shall be thro e-mode followed by delivery of hard copy. The date of delivery of any such communication shall be deemed to be the date of e-mode communication. The Contractor shall carry out all orders without any delay

11. CONTRACTOR'S SUPERVISION

The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to AGM/ M&S, 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 agent shall attend when required without making any claim for doings, either the office of the AGM / M&S or the OFFICER-INCHARGE, to receive instructions.

AGM / M&S, shall have full powers and without assigning any reason, require the Contractor to immediately cease to employ in connection with this contract, any agent, servant or employee where continued employment is, in his opinion undesirable. The Contractor shall not be allowed any compensation on this account.

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12. 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.

13. 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.

14. 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 / M&S, 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.

15 LAWS GOVERNING THE CONTRACT

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

16. CANCELLATION /TERMINATION CONDITIONS

a) 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

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.

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b) 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 :

i) **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

ii) 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

iii) 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 .

iv) 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 / M&S 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 / M&S, or the same shall be recovered from the Contractor by other means.

v) 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 / M&S , whose decision shall be final and conclusive.

c) CANCELLATION OF CONTRACT IN PART OF FULL FOR CONTRACATOR'S DEFAULT

If the Contractor :

i) makes default in carrying out the work as directed and continues in that state after a reasonable notice from AGM / M&S or his authorised representative ;

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

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iii) 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 / M&S, 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 / M&S 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 / M&S, whose decision shall be final and conclusive.

d) 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.

e) 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 / M&S 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.

18. SUBMISSION OF BILLS BY CONTRACTOR

The Contractor at the end of each month shall submit a bill in triplicate detailing the various items of work done during the month supported by the requisitions issued from time to time.

19. PAYMENT OF BILLS

All payments to be made to the Contractor, under this contract shall be by " NEFT " (National Electronic Fund Transfer) / " RTGS " (Real Time Gross Settlement) within a reasonable time say one month after the certification of bills by the AGM/M&S or authorized officials of BHEL.

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20. 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.

21. 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

22. REFUND OF SECURITY DEPOSIT

The Security Deposit mentioned in condition 9 above may be refunded to the contractor after satisfactory completion 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".

23. 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 the other within 7 days from the date of any such occurrence thereafter 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 and the work 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 / M&S subject to prompt notification by the contractor.

24. ARBITRATION & JURISDICTION

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 / M&S, 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.

In case of any suit or other legal proceeding arising under or relating to this contract, the courts at Ranipet, Walajah Taluk, Vellore District, Tamil Nadu only shall have the Jurisdiction and is only after exhausting the Arbitration as above.

SIGNATURE & SEAL OF THE TENDERER

25. 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 authorized 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 authorized 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 authorized to do so, shall accompany the contract.

26. 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.

27. Contractor shall comply with all statutory requirements, rules, regulations and notifications in relation to employment of his employees issued from time to time by the concerned authorities.

28. 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.

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

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

31. General

The Contractor should follow all the provisions of Labour Legislation and Statutory obligations. Provisions as and when amended will also apply.

32. The "GENERAL CONDITIONS OF THE CONTRACT" shall be deemed to form an integral part of contract for the work to be entered into.

SIGNATURE & SEAL OF THE TENDERER

SPECIAL TERMS & CONDITIONS

1. **The contractor shall name a place of business on or adjacent to the factory or any other place to be approved by the Officer-in-charge for the purpose of his office. At this office daily during business hours there shall be a person present to receive and carryout instructions.**
2. **This work shall be in force for ONE YEAR from the date of commencement of work. The period of the contract may be renewed or extended at the discretion of Bharat Heavy Electricals Limited.**
3. **In case of any neglect or refusal on the part of the contractor to provide and have not in readiness in providing sufficient labour for the aforesaid work or if in the opinion of Officer-in-Charge, the services provided by the contractor are not satisfactory, the Officer-in-charge shall be at liberty to make such arrangement as he may deem fit at the cost and expense of the contractor. The contractor shall be advised of the amount so incurred and he shall be bound to remit the sum within three days from the date of receipt of such advice. Failure to do so will entitle the Officer-in-charge to deduct the sum from the Security Deposit or from any money due to the contractor.**
4. **The contractor shall either supervise the work or provide a supervisor to supervise the work of his staff. The supervisor employed by the contractor shall ensure proper out-turn of work and the discipline by the labour to be put on the job and in general see that the works are carried out in a safe and proper manner.**
5. **The contractor shall withdraw his labour only after obtaining the prior approval of the Officer-in-charge and he shall arrange to re-employ the labour within a day from the date of intimation to him.**
6. **Should any error or ambiguity be discovered in the specification or information, the Contractor shall forthwith bring the same to the notice of Bharat Heavy Electricals Limited before commencement of work. The BHEL's interpretation in such cases shall be final and binding on the contractor.**
7. **Bharat Heavy Electricals will not be responsible for the idle labour of the contractor for whatever reasons.**
8. **In case of labour strength has to be increased to complete the work within the stipulated Period, no extra claim for payment under any circumstances will be entertained.**
9. **Bharat Heavy Electricals Limited reserves the right to decide the suitability of the workers and other personnel who may be employed by the contractor.**

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10. In case of damage or loss to any equipments or components or any property there of the Bharat heavy Electricals Limited caused due to the negligence and carelessness of the Contractor's men, the responsibility shall rest with the contractor. The actual cost of the damage or loss together with the overhead will be recovered from the contractor's bill. The decision of Bharat Heavy Electricals Limited regarding the cost as well as the extent of damage shall be final and conclusive.

11.Bills should be claimed for correct entitlement. In case of any irregularity/discrepancy in the Operation of contract such as claiming of incorrect/inflated quantity of the work, billing at Incorrect rates etc., BHEL shall view it seriously and take appropriate action which would Include recovery of excess payment and termination of contract.

12. The contractor should carryout the work at the place identified by the authority concerned within the premises of BHEL.

13. The contract will be finalized considering overall L1 rating by combined evaluation of rates quoted against each of the work schedule irrespective of L1 party for each item in the bill of quantities.

14. Since the contract cannot be divisible, the total contract will be awarded to single party only.

Service tax :

i) On awarding the contract, the tenderers should register for Service Tax with concerned Government authorities if not registered earlier. A copy of Service Tax registration to be submitted to BHEL. The tenderers are requested to quote their rates clearly indicating the Service tax separately.

ii) The bidder shall not include service tax in their quoted rates; but the bidder has to separately indicate the service tax amount and workings thereof in the price bid format.

iii) Pure service not involving any supply of materials by contractor: Bidders have to quote the applicable service tax payable in the price bid format included in the bid document which shall be considered for evaluation. The same shall be considered for reimbursement against valid documentary evidence to successful bidders.

Service tax at applicable percentage shall be quoted by the tenderer. In case Service tax percentage or service tax amount is not mentioned , it is presumed that service tax at normal rates is included in the quoted rates .

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SCHEDULE

BILL OF QUANTITIES

Sl No		Description of the work	Unit	Approx Qty Per year	Rate / Unit in Rs	Amount in Rs
01		BASKETS:				
		Movement of daily requirements of baskets from storage yard to R1 bay for three shifts operations, i.e., loading, transporting, unloading and stacking of baskets in shop floor area.	Nos	60000		
02		COLLECTING ELECTRODE PACKING MATERIALS:				
		Movement of Collecting Electrode packing materials Frame-1, Frame2, Frame-3, packing flats of required length to R1 Bay from storage yard, i.e. loading, transporting, unloading, unbundling of frames, proper stacking of frames & flats in shop floor area.	Sets	6500		
03		UNLOADING AND STACKING OF MATERIALS AT PP STORAGE YARD				
	a	APH empty baskets (Conventional and Modules)	Nos	60000		
	b	Packing Frame – 1	Nos	8000		
	c	Packing Frame – 2	Nos	28000		
	d	Packing Frame – 3	Nos	8000		
	e	Packing Flats 50 X 6 of various lengths.	Nos	65000		
Sub total value in Rupees : (A)						
SERVICE TAX ; % SERVICE TAX VALUE (B) in Rs.						
Total value in Rs.(A)+(B) = (C)						

Note: Rate quoted shall be exclusive of Service Tax and same will be reimbursed if applicable on production of relevant documents at the time of billing.

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SCOPE OF WORK

1. **Baskets / frames and packing flats are to be manually loaded and unloaded.**

2. Baskets / frames and packing flats are to be loaded on vehicle and moved by powered or manually operated vehicle from Baskets / Frames and packing flats storage yards to R1 Bay, unloaded and stacked.

3. **An approximately minimum of 150 Nos of baskets per day and maximum of 300 Nos of baskets per day are to be moved to R1 bay as per production requirement.**

4. **An approximately minimum of 32 sets per day and maximum of 51 sets per day of collecting electrode packing materials are to be loaded on vehicle and moved per day from Frames and flats storage yards to R1 Bay, unloaded and stacked.**

5. **Each set of Collecting Electrode packing materials consists of :**

Frame - 1	**- 1No**
Frame - 2	**- 4Nos**
Frame - 3	**- 1No**
Flats various lengths	**- 10Nos**

6. **Contractor's representative should report to OP&C every day for movement of baskets and frames from yard to Production bay.**

7. **Adequate manpower and vehicle to be deployed to carryout the day to day work without any pending if required for more than one shift also.**

8. **The above referred quantities are tentative. This may vary depends upon our production schedule upto 10%. .**

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SAFETY PRECAUTIONS

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 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, safety belt, helmet, safety boot etc must be issued to the workmen and strictly to be used while carryout the work. If Personal Protection Equipments not provided by the contractor, BHEL shall provide the required PPEs on chargeable basis, depending upon the stock availability.**

8. **If the contractor's workmen found violating the safety precautions, punitive action will be taken and or a penalty of Rs.500/- will be imposed and deducted from the contractor bill for each violation.**

9. **The working area shall be kept clean and free from all obstructions.**

10. **All safety precautions are to be taken by the contractor at his cost.**

11. **These safety measures shall be deemed to form an integral part of the Work Order/ Agreement.**

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