



# BHARAT HEAVY ELECTRICALS LIMITED

POWER PLANT PIPING UNIT

THIRUMAYAM- 622 507

CONTRACTS DEPARTMENT

Phone : 9489093978

E.mail : [evenkat@bheltry.co.in](mailto:evenkat@bheltry.co.in)

Website : [www.bhel.com](http://www.bhel.com)

Tender No:PPPU:WC:13:021

Tender Notice

Dt. 30.09.2013

To,

Dear Sirs,

Sub: Open Tender inviting Technical & Price Bid for Annual Maintenance Contract for Water Supply Works at BHEL, Thirumayam – reg.

Please submit your competitive bid for the following scope of work as per the conditions given in the WORK/RATE SCHEDULE enclosed along with the tender.

|  |   |
|--|---|
| <b>Scope of work:</b>                            | Annual Maintenance Contract for Attending to Water Supply (including pump / valve operation), Plumbing and Sewer Line complaints for BHEL - PPPU at Thirumayam. |
| <b>Duration of Contract:</b>                     | One year from the date of commencement.   |
| <b>Last Date / Time for receipt of tender:</b>   | 14.00 hrs on 30.10.2013   |
| <b>Date / Time for opening of Technical Bid:</b> | 14.30 hrs on 30.10.2013   |
| <b>EMD</b>                                       | ₹.40,000/- to be submitted in the form of DD only in favour of "BHEL – Thirumayam".   |

## SPECIAL INSTRUCTIONS:

This Tender is subject to General terms & conditions, which is enclosed.

- Tenderer should furnish the RATE in the enclosed tender "WORK / RATE SCHEDULE" and furnish all the details asked in the tender schedule and submitted.
- Tenderers should submit their bids before the said due date as given above in a sealed cover superscripting the tender No. & Date & Due Date and tender will be opened in the presence of tenderers with due authorization.
- Any deviation to this tender terms & condition and schedules of this tender will leads to total rejection of the bid submitted.
- At the time of opening of Tender, the representatives should produce the authorization obtained from the authorized signatory of the tenderer specifying the purpose. Also the specimen signature of the representative should be authorized.

Place:

Date:

Signature of Authorized Signatory  
with seal & full address



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- BELATED and incomplete bids will become liable for rejection.

In case you are not in a position to submit the bid, please send mail / letter suitably specifying the reasons thereof.

Thanking you,  
For Bharat Heavy Electricals Ltd.

(E.Venkatesh)  
Manager / Contracts  
Bay-5, East End Block  
BHEL-PPPU  
Thirumayam - 622 507

Note:- The Tender shall be sent to the above address.

Place:  
Date:

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**QUALIFICATION PROFORMA**

| Sl.No. | Description   | Details (Please Tick <input type="checkbox"/> wherever required)   |
|--------|---|--|
| *1     | <b>EMD</b>  | DD No. _____ Date _____<br>Drawn from _____<br>_____ (Bank)<br>for Rs. _____ /<br>(Rupees _____ only)<br>Or one time EMD CR ref: _____ |
| *2     | <b>Income Tax PAN Number</b><br>(Enclose Copy of PAN Card)  | PAN No. _____  |
| 3      | Name of Firm  |  |
| 4      | Name of Owner / Partners of Firm  |  |
| 5      | Documents to prove financial soundness of the Firm such as Profit and Loss account, Audited Balance Sheet / Annual report, Income Tax submission acknowledgment for the last 3 Years. (2012-13, 2011-12, 2010-11) | ( <input type="checkbox"/> ) Enclosed/<br>( <input type="checkbox"/> ) Not Enclosed  |
| *6     | Service Tax Number & Date (Enclose copy of Service Tax Registration Certificate)  | Service Tax Number :<br>Date:  |
| 7      | Service Tax   | _____ % (mention the % of Service Tax)   |
| *8     | PF & Group Insurance Registration documents   | ( <input type="checkbox"/> ) Enclosed / ( <input type="checkbox"/> ) Not Enclosed  |
| *9     | Office Address with Contact person, Phone No., Mobile No., email ID, Fax No. (Preferably Local Address)   |  |

Note: Apart from furnishing the above details, attested copies of relevant documents / certificates must be enclosed with this Technical Offer.

Place:  
Date:

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\*10. Contractor should have minimum 3 Skilled Workers and 5 Unskilled Workers.

List of supervisors, skilled and unskilled workers with name and qualification:

| Sl. No. | Name | Qualification |
|---------|------|---------------|
| 1       |      |               |
| 2       |      |               |
| 3       |      |               |
| 4       |      |               |
| 5       |      |               |
| 6       |      |               |
| 7       |      |               |
| 8       |      |               |
| 9       |      |               |

Supervisors and skilled workers of the contractor will be assessed by BHEL to verify the suitability to this job. Contractor should replace the supervisors and skilled workers if they are found not competent by BHEL.

\*11. Contractor should have experience in the industry for a period of minimum one year. Work order copy & work completion certificate should be submitted.

**Declaration:**

- (i) I/We (including all partners) certify that I/We have read the Terms and conditions and shall abide by them.
- (ii) I/We certify that the information given above is true to the best of our knowledge. I/We also understand that if any of the information is found wrong, I/We am/are liable to be debarred.
- (iii) I/We certify that I/We will not get myself / ourselves registered as contractor(s) in BHEL under more than one name.

**\*Point nos: 1, 2, 6, 8, 9, 10 & 11 are mandatory and all relevant details and attested photocopies of certificates are to be furnished in the Technical Bid without which offers will not be considered for further evaluation.**

Signature(s) of the applicant(s)

Name

Signature

Address

(Seal in case of Firm)

Place:

Date:

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## SCOPE OF WORK:

Annual Maintenance Contract for Attending to Water Supply (including pump / valve operation), Plumbing and Sewer Line complaints for PPPU (BHEL) at Thirumayam.

### 1) Scope of Work:

Attending to the day to day water supply, plumbing and sewer line maintenance works to liquidate all type of maintenance complaints posted / registered in the shop floors, in all infrastructure buildings including special structures like overhead tank, sump, sewage collection sump etc., inside the plant area and also the Transit flat / Guest House for BHEL within a radius of 25 KMs. The scope of contract also includes working at height in all the buildings including roof top of the shop floor, sheds & buildings, carrying out preventive maintenance works, routine works like operation of pump / valve etc., as directed by the department and as specified hereunder. Required materials and consumables will be supplied by BHEL at stores free of cost. However the required tools and plant shall be under the scope of the contractor except for routine works like valve operation. The quoted rate shall include wages, bonus, statutory payments etc., but excludes applicable service tax. Service tax will be paid against the submission of documentary evidence for having paid the same.

The work involves operation of valves, motors, pumps & attending plumbing complaints as per the instructions of Engineer in charge. Operation of pumps in the clean water sump & bore wells as and when required to maintain required water level at the tanks and to ensure uninterrupted supply at the receiving ends including maintaining the log books. Contractor has to do work round the clock (ie) 24 hours per day including Sundays and all other public holidays. Operation of valves whenever required, periodical checking of gland ropes in the pumps & valves. (A,B,C shifts). Attending to Plumbing complaints such as change of washers, water taps, water pipes (GI or PVC), fittings like valves etc., attending to the leak in lines, repairing / changing the flush pipe, repairing the flushing cistern and related plumbing activities. (A & B shifts). Attending to blockage complaints in the toilets and connected sewer line including removal and cleaning of blockage upto free flow in the sewer line and toilet. (General shift)

The list of items involved in this contract is as below:

|  |         |
|--|---------|
| Cast Iron Pipe - 150mm and 200mm dia pipes     | 2200 m  |
| Galvanised Iron Pipe - 15mm to 150mm dia pipes | 4200 m  |
| PVC Pipe - 20mm to 110mm dia pipes             | 1030 m  |
| Cast Iron Valves                               | 29 nos  |
| Water Taps                                     | 202 nos |
| Urinals  | 74 nos  |
| Water Closets                                  | 69 nos  |
| Flushing Tank                                  | 69 nos  |
| Wash Basins                                    | 59 nos  |
| Angle Cock                                     | 206 nos |
| Shower Rose                                    | 15 nos  |
| Stop Cock                                      | 38 nos  |
| Gate/ Wheel valve                              | 127 nos |

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|  |        |
|--|--------|
| Pumps  | 14 nos |
| PVC Water Tanks (1000 Litres - 5000 Litres capacity) | 13 nos |
| RCC Overhead tank (5,00,000 Litres capacity)         | 1 no   |
| Underground Sump (5,00,000 Litres capacity)          | 1 no   |

- The above list is not exhaustive but only indicative. The contractor is also required to carry out activities not specifically mentioned here but of water supply and plumbing maintenance nature and extend fullest cooperation to the other contractors working in the same area.
- The contractor is required to carry out all the identified works within a reasonable time limit and as & when directed by the department. If no work is done during the shift when complaint is pending or no manpower is reported for duty for the specified shift, recovery will be made on pro-rata basis plus 10% of the quoted rate for the respective manpower.
- If the minimum labour strength is reduced on any day, recovery will be made on pro-rata basis based on the applicable minimum wage for the reduced manpower.
- The contract workers are required to be covered under EPF, Bonus, Group Insurance Scheme as applicable, State Govt. Minimum wages Act and other statutory requirements. Additional payments of Rs.2000/- for helpers, Rs.2300/- for Semi-Skilled workers and Rs.2500/- for skilled workers and Supervisor per month are to be paid to the workmen apart from standard wages. The statutory payment like EPF etc., are to be remitted taking into account the additional payment also. The monthly payment shall be released to the contractor by BHEL only on submission of attendance and wage acquittance slip for the actual manpower engaged by the contractor and as certified by Engineer in Charge and cleared by welfare department for processing the running bill and Final Bill.
- All materials, spares, consumables etc., are under BHEL scope. Canteen facility will be provided at subsidized rates. Tools required for the work except valve operation are under the contractor's scope. The contractor has to estimate the required manpower such as trade certificate holder and helper while quoting the offer. Minimum 3 Skilled Workers and 5 Unskilled Workers should be engaged for one day of 3 shifts operation. One Supervisor should be deployed in General ("G") Shift to co-ordinate all the activities and maintenance of log book. The workers should wear uniform, safety shoes and Identity Card while at work. The Supervisor should possess mobile phone for easy communication. The minimum wages and additional payment as stipulated by BHEL are to be taken into account while quoting. Any unworkable / unrealistic rates are liable for rejection. Necessary safety procedures should be strictly adhered to inside factory complex while working.

A "Shift" means - duty of 8 hours.

|           |                    |
|-----------|--------------------|
| "A" shift | 6.00 AM - 2.00 PM  |
| "B" shift | 2.00 PM - 10.00 PM |
| "C" shift | 10.00 PM - 6.00 AM |
| "G" shift | 8.00 AM - 4.30 PM  |

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## PRICE BID

### “WORK/RATE SCHEDULE”

| Scope of Work   | Lump sum Rate per month ₹ (Excluding Service Tax)                  |
|---|--|
| <p>Attending to the day to day water supply, plumbing and sewer line maintenance works to liquidate all type of maintenance complaints posted / registered in the shop floors, in all infrastructure buildings including special structures like overhead tank, sump, sewage collection sump etc., inside the plant area and also the Transit flat / Guest House for BHEL within a radius of 25 KMs. The scope of contract also includes working at height in all the buildings including roof top of the shop floor, sheds &amp; buildings, carrying out preventive maintenance works, routine works like operation of pump / valve etc., as directed by the department and as specified above in “SCOPE OF WORK”.</p> | <p>₹ _____<br/>(in figures)</p> <p>Rupees _____<br/>(in words)</p> |

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### GENERAL TERMS AND CONDITIONS

Sealed Tenders for the work enclosed are hereby invited from contractors meeting the qualifying criteria experienced in works of similar kind and magnitude.

For Limited Tenders, vendors not contacted through post and submitting bids by seeing the CPP portal will be considered only for vendor evaluation. The price bid will not be considered for ordering.

All entries in the tender documents should be made in one ink. Erasure and over-writing are not permitted. All cancellations and insertions should be duly signed by the Tenderer concerned.

Tenderers should fill in all the required particulars in the blank spaces provided for this purpose in the tender documents and sign each and every page of the tender document including corrigendum & the drawing attached if any, while submitting their bid.

Unit rates should be quoted in figures as well as in words with reference to the item shown in the attached schedule. These rates shall be for the specified work in site.

Rate for the item of the tender schedule should be quoted in Rupees and paise only. In case any difference in rates quoted to figures and in words, the rate quoted in words will be taken as the tendered rate.

Before tendering, the tenderers are advised to inspect the site of work and its environments and be well acquainted with the actual working and other relevant conditions, position of materials and labour.

The rates quoted in the tender shall remain valid for a period of at least "THREE MONTHS" from the date of opening of tender.

Should a tenderer find discrepancies or omissions in the drawings or any of the tender documents should be in doubts as to their meaning; he should at once address the authority inviting the tender for clarifications. Every endeavour is made to avoid any error which can materially affect the basis of the tender but the successful tenderer shall be taken upon himself to provide for the risk or any error which may be subsequently discovered and shall make no subsequent claim on account thereof.

In the event of tender being submitted by the 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.

Every tender must be accompanied by Deposit receipt for the amount mentioned in this tender notice as Earnest Money Deposit in the form of Pay order or Demand Draft duly pledged in favour of BHEL, Thirumayam. EMD shall not carry any interest. One time EMD of ₹ 2 lakhs can also be paid.

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This Earnest Money Deposit will be refunded to the unsuccessful tenderers within 15 days on finalization of the award of work. In the case of successful tender, the earnest Money Deposit will be retained as part of the Security Deposits for satisfactory completion of the work.

Service Tax and all other taxes shall be shown extra in the bid; otherwise maximum rate of service tax will be deducted and the base rates will be calculated accordingly. Bharat Heavy Electricals Limited, Thirumayam will not entertain any claim what so ever in this respect after opening the tenders. Also Service Tax Registration form / Self-declaration for non-applicability of Service Tax have to be provided as applicable.

## CONDITIONS RELATED TO THE WELFARE OF LABOURS

The Minimum Wages as prescribed by the State Government as given below from time to time should be paid to the contract Workers and the Wage and Attendance Registers should be produced to Welfare Section every month.

| Sl. No. | Category            | Minimum Basic Wages per day | Minimum DA per day | Total Minimum Wages per day | Minimum Basic Wages per month | Minimum DA per month | Total Minimum Wages per month |
|---------|---------------------|-----------------------------|--------------------|-----------------------------|-------------------------------|----------------------|-------------------------------|
| 1       | Unskilled Worker    | Rs.123.00                   | Rs.131.00          | Rs.254.00                   | Rs.3690.00                    | Rs.3416.00           | Rs.7106.00                    |
| 2       | Semi-Skilled Worker | Rs.133.00                   | Rs.131.00          | Rs.264.00                   | Rs.3990.00                    | Rs.3416.00           | Rs.7406.00                    |
| 3       | Skilled Worker      | Rs.139.00                   | Rs.131.00          | Rs.270.00                   | Rs.4170.00                    | Rs.3416.00           | Rs.7586.00                    |
| 4       | Supervisor          |                             |                    |                             | Rs.3956.00                    | Rs.3416.00           | Rs.7372.00                    |

**Apart from the above, an additional monthly payment of Rs 2000/- for Unskilled, Rs.2300/- for Semi-Skilled worker and Rs2500/- each for Skilled and Supervisor is to be ensured.**

- If the contractor employs more than twenty employees, he has to obtain Licence to this effect from the Factory Inspectorate and renew the same periodically.
- He has to have his own PF Code and Group Insurance and comply with the relevant Acts.
- The Contractor has to remit PF for his workers for the same amount which he paid as total wages to the employees on monthly basis. He has to remit 13.61% from his side and deduct 12% of Wages from the monthly wages of the employees and a total of 25.61% of monthly wages should be remitted as PF i.r.o. each employee.
- Group Insurance is to be provided to his employees by the Contractor.
- The Contract workers should be fully aware of safety measures and observe all safety precautions during work. The contractor should also make his own arrangements to provide requisite safety devices to the workers, based on the nature of work. Any accident/incident occurring to his workers in Company's premises should be reported in writing by the Contractor to Safety, Welfare and Line Executive concerned.

The Contractor shall in respect of labour employed by him, comply with the following statutory provisions, rules & in regard to all matters provided therein.

Place:

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- 1) The Contract labour (Regulation & Abolition) Act 1970 and the related Tamilnadu Rules.
- 2) The Minimum Wage Act 1948 and the related Tamilnadu Rules.
- 3) The Payment of Wages Act 1936 and the related Tamilnadu Rules.
- 4) The Factories Act 1948 and the related Tamilnadu Rules.
- 5) Employee's Provident Fund & Miscellaneous Provision Act 1952.
- 6) The Workmen Compensation Act 1923.
- 7) The Industrial Dispute Act 1947.
- 8) Payment of Bonus Act 1965.
- 9) Additional Amount of Rs 2000/-,Rs 2300/- and Rs 2500/- to all Unskilled, Semiskilled and Skilled labourers respectively over and above the minimum wage as per BHEL Corporate guidelines.

## GENERAL TERMS & CONDITIONS OF CONTRACT

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

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.

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.

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.

"The **Officer-In charge**" means, the Officer deputed by the AGM/PPPU-THIRUMAYAM, to supervise the work or part of the work.

"**Approved**" and "**Directed**" means, the approval or direction of AGM/PPPU-THIRUMAYAM, or person deputed by him for the particular purposes.

BHARAT HEAVY ELECTRICALS LIMITED" (herein after referred to as BHEL) shall mean the Board of Directors, Chairman, Executive Director, General Manager or other Administrative Officer of the said Company including Sr.Manager/CONTRACTS/PPPU authorised to invite tenders and enter into contract for works on behalf of the Company.

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.

A "**week**" means, Seven Days, without regard to the number of hours worked or not worked in any day in that week.

A "**day**" means, the day of 24 hours (TWENTY FOUR) irrespective of the number of hours worked or not worked in that day.

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

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employers in the trade in the district where the work is carried out or as laid down in the BHEL regulations.

**HEADING TO THE CONTRACT CONDITIONS:** - The heading to these conditions shall not affect the interpretations thereof.

**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.

**DEVIATIONS:-** The contractor shall not carry out any work not covered by schedule except in pursuance of the written instructions of AGM/PPPU-THIRUMAYAM,. No such work shall be valid unless the same has been specifically confirmed and accepted by BHEL in writing and incorporated in the Contract.

**ASSIGNMENT OF TRANSFER OF CONTRACT:-** The Contractor shall not without the prior written approval of the BHEL, assign or transfer the contract or any part thereof, or any share, or interest thereon to any other persons. No sum of money which may become payable under the contract shall be payable to any person, other than the contractor unless the prior written approval of the BHEL to the assignment or transfer of such money is given.

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

**COMPLIANCE TO REGULATIONS AND BY-LAWS:** - The Contractor shall confirm to the provisions of any statute relating to the work and regulations and Bye-Laws of any local authority. The Contractor shall be bound to give all notices required by statute regulations or By-Laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

## **SECURITY DEPOSIT:-**

Security Deposit should be paid by the contractor. Security Deposit shall be collected from the successful tenderer as shown below:

|   |   |
|---|---|
| Contract Value Up to ₹.10 Lakhs                         | 10% of the contract value                                 |
| For Contract Valued above ₹.10.00 Lakh upto 50.00 Lakhs | 1 lakh plus 7.5% on the balance of the Contract value.    |
| For Contracts valued above ₹.50.00 Lakhs                | ₹.4 lakhs + Plus 5% on the balance of the contract value. |

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

You may furnish the Security Deposit any one of the following forms:

- Cash (as permissible under the Income Tax Act)
- Pay Order, Demand Draft in favour of BHEL
- Local cheques of scheduled banks, subject to realization.
- 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).

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- 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 and with minimum 30 months validity.
- vi) In order to ensure the genuineness of BG's, the BG's are to be sent directly by the concerned bank through registered post to The Senior Manager, CONTRACTS/PPPU, PPPU, BHEL Thirumayam.
- vii) 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 and with minimum 30 months validity.
- viii) 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 will be collected (any of the above form) and the balance 50% may be recovered from the running bills.

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

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

Security Deposit shall not be refunded except in accordance with the terms of Security Bond or Agreement. No interest shall be allowed on Security Deposits. BHEL shall not be responsible for any loss of securities, due to liquidation for any other reasons, what-so-ever or any depreciation in the value of the securities while in their charge or for any loss of interest there on.

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.

Security Deposit may be refunded on completion of the work and after the expiry of the maintenance period. In case no maintenance period is applicable, then 100% of security Deposit will be refunded after providing "No Due" certificate by the contractor.

**REFUND OF SECURITY DEPOSIT:-** The Security Deposit mentioned above may be refunded to the Contractor after a period of 6 months on termination or expiry of the contract provided always that the Contractor shall first have been paid the last and final bill and have rendered a "NO DEMAND CERTIFICATE".

**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.

Place:  
Date:

Signature of Authorized Signatory  
with seal & full address



# BHARAT HEAVY ELECTRICALS LIMITED

POWER PLANT PIPING UNIT

THIRUMAYAM- 622 507

CONTRACTS DEPARTMENT

Phone : 9489093978

E.mail : [evenkat@bheltry.co.in](mailto:evenkat@bheltry.co.in)

Website : [www.bhel.com](http://www.bhel.com)

Tender No:PPPU:WC:13:021

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

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

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

AGM/PPPU-THIRUMAYAM 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.

**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.

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

**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/PPPU-THIRUMAYAM, 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.

**LAWS GOVERNING THE CONTRACT:-** The contract shall be governed by the Indian Laws for time being in force.

(i) Should a tenderer or a contractor has a dependent/relative or in the case of a partnership firm, any of its partners or dependents of partners employed in BHEL, the authority inviting tenders should 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 cancelled.

(ii) No BHEL employee and their dependents are eligible to submit their bid against this tender.

**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.

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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 borne to do any act, in relation to the obtaining or execution of this or any other contract for BHEL service,  
OR
- 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
- 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.

## **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,

- 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, Sub-lets or attempts to assign, transfer or sub-let any portion of the work without the prior written approval of the BHEL,  
OR
- Fails to carry out the work and unauthorized absence for more than 3 days.

Whenever BHEL exercise 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 SR.MANAGER/CONTRACTS/PPPU 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

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excess amount ordered by AGM/PPPU-THIRUMAYAM, 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 the BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the AGM/PPPU-THIRUMAYAM, whose decision shall be final and conclusive.

### **CANCELLATION OF CONTRACT IN PART OR FULL FOR CONTRACATOR'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/PPPU-THIRUMAYAM, or his authorised representative ;
- 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 ;
- 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/PPPU-THIRUMAYAM, which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL. If the cost exceeds the moneys due to the Contractor under this contract the Contractor shall either pay the excess amount ordered by SR.MANAGER/CONTRACTS/PPPU 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/PPPU-THIRUMAYAM, whose decision shall be final and conclusive.

### **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.

**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/PPPU-THIRUMAYAM, 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.

**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

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requisitions issued from time to time. The Contractor shall, once in every month, submit to the AGM/PPPU-THIRUMAYAM, separately details of his claims for the work done by him up to and including the previous month which are not covered by his 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.

**PAYMENT OF BILLS:-** All payments to be made to the Contractor, under this contract shall be through Electronic Fund Transfer within a reasonable time after the certification of bills by the SM/CONTRACTS/PPPU.

**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.

**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.

**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, Earth Quake etc.) then provided notice of happening of any such event is given by either party to other within 7 days from the date of occurrence therefore neither party shall by reason of such event be entitled to terminate this Contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event, claims for extension of time shall be granted for periods considered reasonable by the Sr. Manager/Contracts/PPPU subject to prompt notification by the contractor.

**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/PPPU-THIRUMAYAM, 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 Executive Director or other Officers of BHEL appointed as Arbitrator, by the Executive Director of BHEL in his sole discretion.

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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.

**SIGNING OF CONTRACT:-** Each contract document shall be signed by the Contractor with his usual signature. Contract by partnership of Hindu Joint Family firm, may be signed in the FIRM'S name by one of the Partners or the Karta or Manager as the case may be or by any other duly authorised representative followed by the name and designation of the persons so signing. Contracts by a Company shall be signed with the name of the Company by a person authorised in this behalf and a power of attorney or other satisfactory proof showing that the persons signing the Contract documents on behalf of the Company is duly authorised to do so, shall accompany the contract.

### **STATUTORY REQUIREMENTS:**

All statutory requirements under Minimum Wages Act, 1948, Factories Act 1948, Workmen Compensation Act 1923, Employees Provident Fund and Miscellaneous Provisions Act, 1952, Payment of Gratuity Act 1972, Employee State Insurance Act 1948, Contract Labour (R&A) Act 1970, Payment of Bonus Act 1965, Income Tax Act, Service Tax Act and all other applicable Acts shall be complied with by the Contractor.

- Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.
- Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
- Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and provide a copy of the same to BHEL.
- Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.

**REGISTERS & RECORDS:-** The Contractor shall maintain all registers and records in the proper manner and as required by the regulations of the various authorities concerned and indemnify the Employer from the consequences due to any inaccurate or faulty documentation on the part of the Contractor.

**MOTOR VEHICLE ACT:-** The transporter shall carry the weight of the consignment to the rated capacity of the vehicle only and Honour the Supreme Court Judgment by not carrying Over Weight and comply with the relevant Motor Vehicle Act and other statutory requirement.

**REMOTE TRANSACTIONS:-** The Contractor shall agree to and comply with all such terms and conditions as BHEL may prescribe from time to time and shall confirm that all transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centers, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through

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other means of telecommunication established by BHEL shall constitute legally binding and valid transactions when done.

**CHANGE IN CONSTITUTION OF FIRM:** - Changes in constitution of firm whenever it is made after submission of application or during currency of the contract, the existing firm has to duly inform the proposed changes to contracting department of BHEL at the appropriate time before the changes in the constitution are made. In case the absence of any such information BHEL is not responsible for the consequences arising out of the absence or suppression of information and the issue / dispute arising out of these changes and the firm is responsible for settling the issue or dispute among themselves (Partners etc) or with the bankers or with any third party. Under the above circumstances when dispute arises and the firm does not inform the change in the constitution of the firm BHEL may reserve its rights for suspending or terminating the contract.

**LIEN OF CONSIGNMENTS:-** The Contractor shall have no 'lien' of any kind over the consignments entrusted for transportation. Any dispute with the Contractor and the consignees shall be settled on negotiations but under no circumstances, delivery of the materials shall be withheld by the Contractor. Contractor shall watch and safeguard Employer's interests during the performance of the work. The Contractor shall carefully check each consignment with the relevant despatch documents to ensure correctness of each despatch and each delivery.

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