

BHARAT HEAVY ELECTRICAL LIMITED
(A Government of India Under taking)
Boiler Auxiliaries plant
Indira Gandhi Industrial Complex
RANIPET - 632 406

SAFETY ENGINEERING DEPARTMENT

Phone: 04172 – 284610

Fax : 04172 – 241201

The tender is uploaded in our BHEL WEB site as per CVC guide lines vide Office Order No. 10/02/04.

Only those vendors who have already enlisted with BHEL, Ranipet through enlistment procedure is allowed to participate in this tender.

The existing approved vendors of BHEL in other units/regions may also apply with the supporting documents and performance certificate from the concerned unit/region.

Interested Vendors may contact with their credentials to AGM (P&MS,MTD&TE,SE) BHEL, BAP, Ranipet – 632 406 for due enlistment for future such tenders.

Enlistment Application forms can be obtained from office of the Additional General Manager / P&MS,MTD&TE,SE or can be downloaded from BHEL WEB page.

MANAGER/SAFETY

Signature of the Tenderer with seal (Authorized Signatory)

BHARAT HEAVY ELECTRICAL LIMITED
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Phone: 04172 – 284610

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Ref : BAP:SE:001/13-04

Dt. 06.11.2013

NOTICE FOR INVITING TENDER

Tender Notice No.	BAP:SE:CON:001/13-14
Name of work	Obtaining Site appraisal committee clearance / recommendation under Section 41A of Factories Act 1948 and Rule 61Q of Factories Rules 1950
Period of contract	Three months
Earners money deposit	Nil
Last Date and Time for receipt of tender	22.11.13 & 14.30 hours
Date & time of tender opening	22.11.13 & 15.00 hours
<p>This documents contains 17 pages including General Instruction to tenders, schedule, safety precautions, general conditions of contract.</p> <p>The tender shall be addressed to Manager / Safety Engg., Safety Engineering Department, BAP : BHEL : Ranipet – 632 406, TAMIL NADU duly super-scribing the name of work as specified in Tender Notice and the date of opening of Tender.</p>	

Issuing officer

Copy to : 1) Manager / Finance
2) Cashier

Signature of the Tenderer with seal (Authorized Signatory)

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

**Manager / Safety Engineering
SAFETY ENGINEERING DEPARTMENT
Boiler Auxiliaries Plant
Bharat Heavy Electricals Limited
RANIPET - 632 406.**

3. Tenders will be received up to 14.30 hours on 22.11.13 in the prescribed form and will be opened on 22.11.13 at 15.00 hours. in the presence of such of those tenderers or their agents (having authorization letter) who may choose to attend.
4. All entries in the tender documents should be in one ink. Erasures and over-writing are not permitted. The tenderers concerned should duly sign all cancellations and insertions.
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. Rates quoted shall be Firm throughout the contract period including total extended period if any and shall include all royalties, all types of tax applicable in any manner on works contract / VAT or any other taxes levied and leviable under the state or central government rules during the currency of the contract except service tax which is extra. The Bharat Heavy Electrical Limited will not entertain any claim whatsoever in this respect.

Service Tax

The bidder shall not include service tax in their quoted rates, but the bidder has to separately indicate the service tax rate, amount and working thereof in the price bid schedule included in the bid documents.

If service tax amount is not indicated separately in the price bid schedule include in the bid documents, it will be presumed that the quoted rate is inclusive of applicable service tax and bids will be evaluated accordingly

Bidders have to quote the applicable service tax payable in the price bid format include in the bid document which shall be considered for evaluation. The same shall be considered for reimbursement against valid documentary evidence to successful bidders.

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 site of work 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 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 duly attested by a Gazetted Officer must accompany the tender.
12. 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 therefore.
13. Rates for each item of the tender schedules should be quoted in rupees and paise only.

Discrepancy in words & figures quoted in price bid will be evaluated as per following guidelines

- a) If there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the BHEL there is an obvious misplacement of the decimal point in the unit price, in which case the total as quoted shall govern and the unit price corrected accordingly.
 - b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected
 - c) If there is a discrepancy between words and figures, the amounts in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of a) and b) above.
 - d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
14. Should a tenderer find discrepancies or omissions in the tender documents or should be in doubts as to their meaning, he should at once address the authority inviting the tender for clarification. Every endeavor 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.

Signature of the Tenderer with seal (Authorized Signatory)

15. Tenders submitted by post should be sent by "REGISTERED POST WITH ACK.DUE". 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.
16. The contractor's responsibility for this contract shall commence from the date of issue order of acceptance of this tender. The scheduled period of contract will be for 3 months and the contractor will have to plan this work accordingly.
17. One time payment will be made by the submission of the bills after successful completion of the entire work duly certified by the BHEL official.
18. 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.
19. If a tenderer expires after submission of his tender, the Bharat Heavy Electricals Limited may be at the discretion cancel such tender.
20. 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.
21. The Bharat Heavy Electricals Limited will not be 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.
22. If the contractor deliberately, give 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.
23. Words imparting the singular number shall also deemed to include the plural number and vice versa wherever the context so requires.
24. An agreement format (enclosed) shall be signed by the contractor, before commencement of the contract. The expenses for completing and stamping the contract agreement shall be to the contractor's account.
25. Tenderers shall not increase their quoted rates incase Bharat Heavy Electricals Limited negotiated 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 month from the date of opening of tender.
26. 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.

27. All contractors will have to produce Income Tax clearance certificate from the Income Tax authorities concerned along with their tenders. Those contractors whose income is not taxable will be required to give an affidavit or their income on the prescribed form.
28. The **“GENERAL INSTRUCTIONS TO TENDERERS” and GENERAL CONDITIONS OF CONTRACT** shall be deemed to form an integral part of contract for the work to be entered into.
29. The tenderer should be present if called for negotiation both technical and commercial. In case, the tenderer's authorized person is attending the negotiation such person should have the authorization letter and he should be capable of taking spot decisions.
30. In case if you are not interested in submitting your quotation, you should return all the tender papers with a covering letter stating the your regrets for not submitting your offer for this tender.
31. If any employee / labourer working in the contract is found involved in corruption activities, the contract will be terminated and the contractor will be banned for applying for any future contract for 3 years.
32. Contractor has to submit the **ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS TRANSFER** format as per annexure enclosed.
33. No interest shall be payable by BHEL on EMD/SD if applicable or any money due to the contractor by BHEL.
34. MSE suppliers can avail the intended benefits only if they submit along with offer, attested copies of either EM II certificate having deemed validity (Two years from the date of issue of acknowledgement in EM-II or valid NSIC certificate or EM-II certificate along with CA certificate (as below) applicable for the year, certifying quantum of investment in plant and machinery within the permissible limit as per the act for relevant status (Micro or Small) where the deemed validity of EM-II is over. Date to be reckoned for determining the deemed validity will be the last date of technical bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents

Certificate by Chartered Accountant on letter head

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

Further verified from the Books of Accounts that the investment of the company as on
date..... as per MSMED Act 2006 is as follows:

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

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

Date:

(Signature)

Name -

Membership number -

Seal of Chartered Accountant

Signature of the Tenderer with seal (Authorized Signatory)

SCHEDULE

SL.NO	DESCRIPTION OF WORK	RATE
01	Obtaining Site appraisal committee clearance/ recommendation under Section 41A of Factories Act 1948 and Rule 61Q of Factories Rules 1950 (A)	Rs.-----
02	Service tax amount in Rs. Rate --- % (B)	
	Total amount including service tax(A+B)	

SCOPE OF WORK

S. No	Detailed scope of work
1	Preparation of Risk Assessment report as per statutory requirement duly conducting the same at BAP/Ranipet
2	Preparation of Environment Impact assessment report as per statutory requirement duly conducting the same at BAP/Ranipet
3	Preparation of Hazard Study Report as per statutory requirement duly conducting the same at BAP/Ranipet
4	Preparation of On site Emergency preparedness plan as per statutory requirement
5	Any other details required for submitting the application and getting Clearance from Site appraisal committee will be in the scope of contractor.
5	Preparation of application for the existing facility in all respects.
5	Submission of all relevant documents for getting clearance from SAC Chairman, Director – Industrial Safety & Health/Chennai and obtaining acknowledgement.
6	Co-ordination and Interaction with all relevant departments on behalf of BHEL/BAP/Ranipet during examination of submitted application.
7	Receiving non conformities report and submitting compliances report to Director – Industrial Safety & Health, Chennai.
8	Coordinating SAC meeting at Director – Industrial Safety & Health office, Chennai (with all the relevant departments)
9	Coordinating with Director – Industrial Safety & Health, Chennai on behalf of BAP management, till the site appraisal committee makes its recommendations to the Government for grant of permission for additional facility.
10	Obtaining letter of clearance / recommendation from Director – Industrial Safety & Health, Chennai
11	General
	<ul style="list-style-type: none"> a) Our unit falls under MAH category as per factory act due to the installation of 2x20T LPG bullets. b) Any minor modification, rework etc., shall be carried-out without any extra cost. c) All the accessories and consumables required for the above work is in contractor scope. d) Power will be supplied at free of cost by BHEL for carryout the work at BHEL premises only. e) Quote your rate including travel & boarding, local conveyance, consumable cost, insurance, freight, package and forwarding, etc. f) Necessary insurance coverage for contractor staffs and contractor's equipment is in contractor scope. g) Copy of existing data / documents for carryout the above work will be provided by BHEL. Any other data / documents required for preparation and submission of application for the above work will be in the scope of contractor. h) The vendor has to submit the details of similar jobs carried out.

Signature of the Tenderer with seal (Authorized Signatory)

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, necessary platform and safety belts shall be provided for workers by the contractors 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 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 shoe and safety equipments such as gloves, safety goggles, helmet, safety belts etc must be issued to the workmen by the contractor and strictly to be used while carrying-out the work.
8. If the contractor's workmen are found to be violated the safety precautions punitive action will be taken by withholding a sum of Rs.500/- to Rs.1,000/- from the contractor bill for each violation.
9. The working area shall be kept clean and free from all obstructions.
10. All temporary electrical connections shall be property earthed, insulated and periodically checked.
11. The contractor should arrange **WORKMEN COMPENSATION / INSURANCE POLICY** covered for all his workmen. A copy of the policy has to be submitted before commencement of work.
12. All safety precautions are to be taken by the contractor at his cost.
13. These safety measures shall be deemed to form an integral part of the Work order / Agreement.

GENERAL CONDITIONS OF CONTRACT (APPLICABLE FOR ALL CONTRACTORS)

1. DEFINITION: -

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

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

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

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/P&MS to supervise the work or part of the work.

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

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

g)The "Contract sum" means, the sum accepted or the sum calculated in accordance with the prices accepted in tender and / or the contract rates as payable to the contractor for the execution of the work during the currency of the contract.

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

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

j) A "working day" means, any day other than that prescribed by the NEGOTIABLE INSTRUMENTS ACT as being a Holiday, and consists of the number of hours of labour as commonly recognised by good employers in the trade in the district where the work is carried out or as laid down in the BHEL regulations.

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

3. WORK TO BE CARRIED OUT:- The Contract shall, include all labour, materials, tools, plant, equipment and transport which may be required for the execution of the work.

Signature of the Tenderer with seal (Authorized Signatory)

The Contractor will be deemed to have satisfied himself as to the nature of the site, local facilities of access and all matters affecting the execution of the work. No extra charges consequent on any misunderstanding in these respects or otherwise will be allowed.

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

5. OCTROI AND OTHER DUTIES:- All charges on account of Octroi terminal or Sales Tax and or other Duties on materials obtained for the work shall be borne by the Contractor.

6. PLANT AND EQUIPMENT:- The Contractor shall at his own expense, supply all tools, plant and equipment (Herein after referred to as T&P) required for the execution of the contract.

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

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

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

10. SECURITY DEPOSIT:- (1) Security Deposit should be paid by the contractor before the start of the work. The Security Deposit rate will be as follows: -

a) In the case of works costing up to Rs.10. Lakhs :: 10% of the estimated cost

b) In the case of works costing above :: 1 Lakh + 7.5.% of the amount
Rs.10.00 Lakhs up to Rs.50.00 Lakhs :: exceeding Rs.10 Lakhs.

c) In case of works costing above :: 4 Lakhs + 5% of the amount
Rs.50 Lakhs :: exceeding Rs.50 Lakhs.

The Earnest Money paid at the time of tender will be adjusted as part of the Security Deposit and the balance amount will be recovered by deduction from the running bills of the contractor at the rates mentioned above.

Security Deposit shall not be refunded except in accordance with the terms of Security Bond or Agreement. Security may be furnished in any one of the following terms:

- i) Cash, (as permissible under the Income Tax Act)
- ii) Pay Order, Demand Draft in favour of BHEL.
- iii) Local cheques of Scheduled Banks, subject to realization.
- iv) Securities available from Post Office such as National Savings Certificates, Kisan Vikas Patras etc., (Certificates should be held in the name of Contractor furnishing the Security and duly pledged in favour of BHEL and discharged on the back).
- v) Bank Guarantee from Scheduled Bank / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.

Signature of the Tenderer with seal (Authorized Signatory)

- vi) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.
- vii) Security Deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit should be collected before start of the work and the balance 50% may be recovered from the running bills.
- viii) EMD of the successful tenderer shall be converted and adjusted against the Security Deposit.
- ix) The Security Deposit shall not carry any interest.

BHEL shall not be responsible for any loss of securities, due to liquidation for any other reasons, what-so-ever or any depreciation in the value of the securities while in their charge or for any loss of interest there on.

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

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

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

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

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

The AGM/P&MS 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.

13. LABOUR:- The Contractor shall remain liable for the payment of all wages or other moneys to his work-people or employees under the payment of Wages Act 1936, Employees Liability Act. 1938, Workmen's Compensation Act 1923 or any other Act or enactment, relating thereto and rules framed, thereunder from time to time.

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

Signature of the Tenderer with seal (Authorized Signatory)

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

The Contractor shall at his own expense reinstate and make good to the satisfaction of the AGM/P&MS and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify, the BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL where BHEL is a private person, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise.

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

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

If the Contractor shall :-

(i) Offer or give or agree to give to any person in BHEL service any gift or consideration of any kind, as an inducement or reward for doing or for bearing to do or for having done or for borne to do any act, in relation to the obtaining or execution of this or any other contract for BHEL service,

OR

(ii) enter in to a contract with BHEL in connection with which commission has been paid or agreed to be paid by him or with his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to BHEL,

OR

(iii)obtain a contract with BHEL as a result of ring tendering or by non-bonafide methods of competitive tendering, without first disclosing the fact in writing to BHEL.

18. RISK PURCHASE CLAUSE:

If the contractor fails to carry out the specified works as per the contract scope of work within the timeframe as directed by AGM/P&MS or his authorized officials and continues in that state after a reasonable notice from AGM/P&MS or his authorized officials, BHEL reserves the right to have the work done by any means at the Contractor's risk and expenses provided always that in the event of the cost of the work so done (as certified by Manager/Safety 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/P&MS or the same shall be recovered from the Contractor by other means.

19. CANCELLATION OF CONTRACT FOR INSOLVENCY ASSIGNMENT OF TRANSFER OR SUB-LETTING OF CONTRACT: -

BHEL, without prejudice to any other right or remedy, which shall have accrued or shall accrue thereafter to BHEL shall cancel the contract in any of the following cases:

If the Contractor,

a) being an individual or if a firm any partner thereof shall at any time be adjudged bankrupt or have a receiving order for administration of his estate, made against him or shall take any proceedings for liquidation or composition under any bankruptcy Act or assignment of his effects of composition or arrangement for the benefit of his creditors or purport to do so, or if any application made under any

Signature of the Tenderer with seal (Authorized Signatory)

Bankruptcy Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him on behalf of his creditors

OR

b) being a Company, shall pass a resolution or the Court shall make an order for the liquidation of its affairs, or a receiver or Manager on-behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or Manager,

OR

c) Assigns, Transfers, Sub-lets or attempts to assign, transfer or sub-let any portion of the work without the prior written approval of the BHEL .

d) Whenever BHEL exercise the authority to cancel the contract under this conditions, BHEL may have the work done by any means at the Contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by Manager / Safety 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/P&MS or the same shall be recovered from the Contractor by other means.

e) In case BHEL carries-out the work under the provisions of this condition the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plants and/or labour provided by the BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the AGM/P&MS whose decision shall be final and conclusive.

20.CANCELLATION OF CONTRACT IN PART OF FULL FOR CONTRACTOR'S DEFAULT :-

If the Contractor :

- a) makes default in carrying out the work as directed and continues in that state after a reasonable notice from AGM/P&MS or his authorised representative ;
- b) fails to comply with any of the Terms and Conditions of the contract or after reasonable notice in writing with orders properly issued thereunder ;

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

21.TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR. :-

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

Signature of the Tenderer with seal (Authorized Signatory)

22.SPECIAL POWER TO TERMINATION:- If at any time after the award of contract, BHEL shall for any reason whatsoever not require whole or any part of the work to be carried out the AGM/P&MS shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the fore-closing of the work.

"If any employee/labourer working in the contract is found involved in corruption activities, the contract will be terminated and the contractor will be banned for applying for any future contract for 3 years."

23.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. The Contractor shall, once in every month, submit to the Manager/ Safety 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:

a) Deviation from the items provided in the contract documents.

b) Extra items / new items of work.

c) 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.

24.PAYMENT OF BILLS: - All payments to be made to the Contractor, under this contract shall be by "CHEQUE" crossed "A/C PAYEE ONLY" OR by NEFT / RTGS payment within a reasonable time after the certification of bills by concerned executive.

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

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

27.REFUND OF SECURITY DEPOSIT:- The Security Deposit mentioned in condition 10 above may be refunded to the Contractor after a period of one month on termination or expiry of the contract provided always that the Contractor shall first have been paid the last and final bill and have rendered a "NO DEMAND CERTIFICATE".

28.FORCE MEJEURE CLAUSE:- If, at any time during the continuance of this Contract the performance in whole or in part by either party of any obligations under this Contract shall be prevented or delayed by reason of any War, Hostile acts of the public enemy Civil Commotion, Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, Earth Quake etc.) then provided notice of happening of any such event is given by either party to other within 7 days from the date of occurrence therefor neither party shall by reason of such event be entitled to terminate this Contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any

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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/P&MS subject to prompt notification by the contractor.

29.ARBITRATION :- All disputes between the parties to the contract, arising out-of or relating to the contract, other than those for which the decision of the AGM/P&MS or Accepting Officer or any other person is by the contract expressed to be final and conclusive shall after written notice by either party to the contract to the other party be referred to the sole Arbitration of GENERAL MANAGER or other Officers of BHEL appointed as Arbitrator, by the GENERAL MANAGER of BHEL in his sole discretion.

Unless the parties otherwise agree, such reference shall not take place until after the completion, alleged completion or abandonment of the work of the determination of the contract.

The venue of Arbitration shall be such a place or places as may be fixed by the Arbitrator in his sole discretion. The award of the Arbitrator shall be final, conclusive and binding on both parties to the contract.

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

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

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

33.Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.

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

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

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ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS TRANSFER

01	NAME & ADDRESS OF THE SUPPLIER / VENDOR PHONE NO. WITH STD CODE	
02	VENDOR CODE (as in WORK ORDER)	<input type="text"/>
03	Details of Bank Account:	
A)	NAME & ADDRESS OF THE BANK (WITH PIN CODE)	
B)	BANK TELEPHONE NUMBER (WITH STD CODE)	<input type="text"/>
C)	BANK BRANCH CODE:	<input type="text"/>
D)	MICR CODE	<input type="text"/>
E)	ACCOUNT NUMBER	<input type="text"/>
F)	TYPE OF ACCOUNT	CURRENT / OD / CASH CREDIT
G)	VENDOR NAME AS PER BANK RECORDS	
H)	BANK BRANCH RTGS IFSC CODE	<input type="text"/>
I)	BANK BRANCH NEFT IFSC CODE	<input type="text"/>
J)	VENDOR'S EMAIL ID (give two ids)	<input type="text"/> <input type="text"/>
K)	NAME OF AUTHORISED SIGNATORY	

CERTIFICATE

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

AUTHORISED SIGNATORY OF VENDOR WITH SEAL

Banker's Certification

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

PLACE:

DATE:
stamp)

No. _____

(Manager / Officer's
Signature Under Bank

Authorisation

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

Signature of the Tenderer with seal (Authorized Signatory)