

**WORKS CONTRACTS MANAGEMENT****BHEL / Trichy-14**

Dt: 07.11.2015

**NOTICE INVITING TENDER**

1.	Name of work	Works contract for ATP Non-core production support service activities for the year 2015-16
2.	Location of work	ATP Dept., BHEL-Trichy
3.	Earnest Money Deposit	₹ 1,00,000/-
4.	Last Date for Receipt of Tenders	02.12.2015 / 10:00 Hrs
5.	Date of Technical cum Qualification Bid Opening	02.12.2015 / 10:30 Hrs.
6.	Period of contract	12 months from the date of award of contract
7.	Date of Price Bid Opening	Will be intimated separately to those who are technically qualified.

Tender documents can also be downloaded from BHEL website [http:// \(www.bhel.com\)](http://www.bhel.com) as well as in Govt. tenders website (<http://tenders.gov.in>).

**Contractor Profile.**

1.	Vendor Name	
2.	Contact person Name	
3.	Address	
4.	Phone No.	
5.	E-mail Address	
6.	BHEL Vendor Code If.	

### **INSTRUCTIONS TO THE TENDERERS**

The covers should be addressed to DGM/WCM, Works Contracts Management, 53 Building, BHEL, Tiruchirappalli 620 014, to reach on or before by 10.00 Hrs. on 02.12.2015 and the same are to be dropped in the Tender Box which is kept in the WCM, First Floor, 53 Bldg., BHEL, Tiruchirappalli-620014. Tenders will be opened by 10.30 (IST) on 02.12.2015 at WCM, First Floor, 53 Bldg., BHEL, Tiruchirappalli-620014. BHEL is not responsible for any postal delay.

Bidder has to submit (1) Techno-commercial bid (2) Price bid & (3) EMD in separate covers.

- a. The first envelope should contain DD or Cash receipt issued by BHEL or Pay order towards EMD, super scribed as EMD Cover for NIT / Enquiry No. EMD should be submitted only in the form of DD or Cash or Payorder. Offer without EMD shall not be considered. FDR shall not be considered towards EMD
- b. The second envelope shall be sealed and super scribed as Technical Bid for the said NIT/Enquiry No.
- c. The third envelope shall contain only Price bid for the above work as per scope and to be quoted as per the format given in price bid. Any other information in price bid will not be considered. The envelope shall be sealed and super scribed as Price Bid for the said NIT / Enquiry No.

All the above three envelopes shall be kept into one cover and sealed, super scribed the NIT/Enquiry No. The Techno Commercial Bid will be opened on 02.12.2015 at 10.30 Hrs (IST).

#### **Note:**

1. The agencies are advised to visit the work site to understand the nature of work / quantum of work in its true perspective to avoid any complications in future. The Contractor shall carefully study all the terms and conditions as given below:
2. The contract will be awarded for a period of 12 months from the date of ordering.
3. The rates shall be firm for the entire period of the contract.
4. If the Contractor is not able to provide the sufficient service/back out as indicated in the bid, the contractor is liable for forfeiture of the EMD/Security deposit paid.

## SCOPE OF WORK SPECIFICATION

### **The activities of the Works Contract include :-**

All non-core production support activities including weld de-slagging, grinding, cleaning of all raw materials and semi finished Titanium, Stainless steel and inconel jobs which require high degree of cleaning at various stages of manufacturing for defect free weld pertaining to BARC and NPCIL. Material movement between Central lab & Shops, frequent inter-bay movement of small jobs between ATP Shops in Unit-I, Unit-II and Bldg-1 due to assembly requirements, assistance in flushing of BARC finished jobs, surface preparation of raw materials and sub-assemblies, Heat treatment, water draining and drying after hydro test etc. In addition to the above, cleaning of machines and accessories at machine shops, disposal of waste, chips and coolant oil replacement are also to be attended to periodically.

### **Special Instructions:**

1. The Labourers must be capable of discharging minimum 237 kgs per man per day.
2. The contractor should engage approximately 30 persons per day with a supervisor
3. The contract shall be awarded to L1 bidder only.

### GENERAL

1. The contractor shall be responsible for the proper behavior and observing all rules and regulations by the labor employed by them.
2. BHEL rules will be applicable towards issue of refreshments /food which will be adhered by the contractor. As per existing procedure for Canteen facilities, the lunch coupon shall be issued @ ₹ 5 (₹ Five) per person. Sufficient and valid coupons are to be tendered for Tiffin, Tea, Coffee, Milk, etc. to the canteen staff.
3. The contract labor should not indulge in any mass strike within BHEL or gate. If any such thing happen , BHEL has the right to terminate the contract and all remaining payments will not be paid.
4. No advance payment will be arranged for the contract.
5. Monthly bill shall be raised as per the measurement of actual work completed on pro-rata basis.
6. The contractor is directly responsible for the payment of wages to his workmen.
7. The contractor shall submit an acceptance letter for the above terms and conditions.
8. The contractor shall visit the plant and asses the work content before quoting.
9. All taxes & duties as applicable by central and/or state government will be reimbursed to the successful tenderer on proof of payment (like Service Tax, Surcharge etc. as applicable.)
10. All tenderers to quote excluding taxes & duties. However they are requested to indicate the existing taxes & duties separately.

**NOTES**

1. Rates should be quoted in figures and words and are to be identical, if not, the prices in words will be considered as correct and the same shall be valid and binding.
2. In case same rates are quoted by more than one contractor, ranking will be done based on the drawal of lot conducted in the presence of the contractors.
3. The rate quoted should be kept firm and valid for a period of one year and no extra payment will be reimbursed to the contractor by BHEL. Any increase of DA/ wages to the contract labour shall be absorbed by the contractor themselves during the period of contract.

**Payment of Bills:**

100% payment will be made after completion of work on pro-rata basis on acceptance and certification of bills by BHEL Engineer.

**Important Note for Service Tax:**

1. A copy of Service tax registration Certificate shall be submitted along with the offer.
2. At the time of bill passing, the Contractor Shall submit the copy of the remitted Service tax challan of previous month/Quarter as proof of service tax remitted to tax authorities and also a Certificate Stating that "Service Tax Collected from BHEL has been remitted to tax authorities".
3. If the Contractor is not registered then a declaration shall be submitted along with offer that they are within the threshold limit.

**ANNEXURE -I**  
**VENDOR EVALUATION**

**Technical/ Scope Bid:**

Sl. No.	Documents to be Provided (Enclosed)	YES	NO
1.	Documentary Evidence for similar work/any manpower contract during last seven years**		
2.	PF No.& Date (Document to be attached)-if such contracts executed already		
3.	ESI No.& Date (Document to be attached) - if such contracts executed already		
4.	Service Tax certificate (Document to be attached) - <b><u>Mandatory</u></b>		
5.	PAN card copy (Document to be attached)		
6.	Labour License (Document obtained from Central/State Government to be attached if such contracts already awarded (or) If contract is awarded, the Labour license can be produced at the start of work)		
7.	EMD for ₹ 1, 00, 000/- (to be submitted by DD/Cash/Pay order only). Offer without EMD will be rejected. (EMD will be waived off for MSME/NSIC/SSI vendors upon verification. One time EMD receipt also accepted. Copy of Certificate to be enclosed) FDR shall not be considered towards EMD		
8.	Confirmation to SCOPE OF Work, Conditions Covering the Contract & Special instructions		

\*\*For Proof of experience - Contract Copy issued by any Central/State Govt. /PSU Company/Private Organization. Experience certificate from private organization to be supported by TDS (Tax Deduction at source) certificate issued by the organization OR Form 26 AS or Bank Statement as a proof of payment. In case the tenderers not fulfilling the above conditions, the offer is liable for rejection. The semi filled, incomplete Tender Documents will be rejected.

**ANNEXURE -II/Part-1**

**General Terms & Conditions (including statutory requirements) for compliance by the Contractor (as per Ref: MS: WC: 01, Dt. 15.09.2012):**

As per BHEL circular HR-Welfare circular dt08.04.2014, the following additional wages per month has to be paid over and above minimum wages declared by Tamil Nadu Government to laborers

- as:
- a) Unskilled : ₹ 3200/-
  - b) Semi-skilled : ₹ 3700/-
  - c) Skilled : ₹ 4100/-

1. Bonus @ 8.33 % of total wage to be paid to workmen
2. The signature at the bottom of the rate schedule confirms that minimum wages, additional wages, bonus, PF, ESI etc. has been considered by the tenderer while quoting the above rates.
3. The committee members will consider PRICE BID only after evaluation of TECHNICAL BID.
4. Tender committee's decision is final and canvassing in any form/influencing the committee will be considered as a disqualification and such contractors will not be considered for future enquiry.
5. The contractor should bring contract labour to BHEL premises at his/her own cost, risk and execute the work allotted to him in BHEL premises.
6. The contractor should follow and comply with Minimum wages, ESI, PF, Bonus, Group Insurance and other statutory regulations as stipulated in Factories Act and other applicable State/Central Governments' rules and regulations.
7. All safety equipment's to the workmen, safety rules & regulations are to be followed as per BHEL's Safety Rules and Regulations.
8. BHEL will no way be responsible for any loss of life or any injury caused to any of the contractors or their crew while executing the above work at BHEL premises.
9. The contractor or his/her crew should handle the machinery and other equipment's entrusted to them by BHEL with utmost care and return them safely after execution of stipulated work. The cost of damage, repair due to improper handling of machinery and equipment will be recovered from the contractor.
10. Contractor shall supervise the work carried out by his/her employees.
11. Contractor shall ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc.
12. Contractor shall maintain appropriate records of his/her employees deployed to carry out the job(s).

13. Contractor will be responsible for the good conduct of his/her employees. In case of any misconduct/misbehavior by any employee, the contractor will replace such employee(s) immediately.
14. Contractor will ensure that the job is executed through his/her employees on and under no circumstances, the contractor will not deploy any casual employee to carry out the job nor shall subcontract the job without prior written permission.
15. Based on the availability and output only, Certification will be issued for work completed.
16. Strength of manpower for day and night shift should be as demanded.
17. Contractor shall be solely responsible for non-payment, delayed payment of minimum contributions under EPF & MP Act, ESI Act, Bonus, etc.
18. In case, the contractor fails to make payment of wages to his/her employees or remittance of contribution to the concerned authorities, the security deposit, other dues/running bills under the contract can be utilized by BHEL to discharge the liability of the contractor.
19. The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
20. Contractor shall observe provisions of the Factories Act, 1948 in respect of working hours, holidays, rest intervals, leave and overtime to his/her employee. No work shall be done on second / third shift, overtime, Sundays or on other declared holidays without written permission.
21. BHEL reserves the right to cancel and terminate the contract at any time without assigning any reason.
22. The contractor should maintain a 'Work Diary containing the details of work executed by him from time to time on Shift/Daily basis and obtain the signature from official concerned nominated for this/her purpose for having executed the work correctly and satisfactorily.
23. The proof of execution of work should be submitted along with each bill (printed form with covering letter and proof for execution of work).
24. The bill should be submitted within a week after execution of work during the calendar month @one bill per month.
25. Necessary gate entry pass will be issued by BHEL Security Department for Contract Workmen based on your application duly forwarded by the Contract Executing Department and approved by HR/Welfare/Contract Cell on fulfillment of the Statutory Obligation by the Contractor.
26. In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his/her employees from the establishment of BHEL. In case, contractor decides to terminate

services of his/her employees, he should settle all terminal dues including retrenchment compensation.

27. BHEL reserves the right to alter any of the terms & conditions of the contract and any such changes will be intimated to the contractor from time to time.
28. Signature of the contractor with seal at the bottom of all the documents must be available as an acceptance for having undergone, understood all the Terms & Conditions, Technical bid, Price bid etc.

#### **ANNEXURE -II/Part-2**

#### **Special Terms & Conditions of Contract**

#### **LIQUIDATED DAMAGES (LD)/PENALTY:**

If the contractor fails to complete the service/work as per terms & conditions of the order within the delivery schedule,

- a) LD shall be levied @ 0.5 % of the order value per week of delay or part thereof subject to a maximum of 10% of the full order value.
- b) In case of any change to the order value, the LD shall be @ 0.5 % of the revised order value per week of delay or part thereof subject to a maximum of 10% of the revised order value.

#### **ANNEXURE -II/Part-3**

#### **Biometric Entry/Exit System for Contract Workmen:**

1. The Entry/Exit of the contract workmen is to be regulated only through Biometric system.
2. The Contractor initially will be issued with a temporary gang pass for his/her contract workmen for a period of ten days.
3. The contractor should arrange photo coverage for all his/her workmen within the above stipulated time.
4. The contractor has to submit FORM-I for all his/her contract workmen. All the particulars required in FORM-I are to be provided by the contractor without fail.
5. The contractor should educate the contract workmen in registering the attendance through the system.
6. Whenever a contract workman migrates or leaves service, the contractor has to surrender the biometric card of the particular contract workman to Contract Cell with immediate effect.
7. If a contract workman having biometric card joins another contractor, the contractor who engages them, has to intimate contract cell along with the biometric card for switching over the contract workmen from the earlier contractor to the present contractor.

8. On completion of the work, the contractor has to surrender all the biometric cards immediately to the contract cell. Otherwise, an amount of ₹ 100/- per card will be deducted from the final bill/security deposit of the contractor.
9. If any contract workmen lose his/her card, the contractor shall arrange a duplicate card for the workmen by paying an amount of ₹ 100/-.
10. The Contractor is totally responsible for the biometric cards issued to his/her contract workmen.
11. The Contractor has to indemnify BHEL for all the damages and losses caused by his/her workmen.

**Common Terms and Conditions for Works Contract relevant to Safety:**

1. All the Contract employees should be trained on Safety and certified by Safety/BHEL. New employees should undergo Safety Training before take up the work, without Safety Training no contract person is allowed to do any work.
2. Use of cell phones and other mobile electronic devices (including hands-free devices) in the work spot and during the operation of a vehicle in the BHEL premises is prohibited.
3. Contractor employees working on BHEL premises must wear appropriate personal protective equipment. Strict adherence to all required Personal Protective Equipment (Helmet, Safety Shoes and Goggles) are mandatory, specific PPE requirements will be based on job type or tasks performed.
4. Excessively loose-clothing, dhoti/Lungi is prohibited especially around rotating or moving equipment.
5. The contractors work area should be kept clean and orderly, free of clutter and trash, so that work may proceed in a safe and orderly manner. Tools should be safely positioned during use and promptly put away when no longer required.
6. Fire-fighting, emergency shutdown devices, and life-saving equipment, should not be blocked by the contractors and access to the path to this equipment should be maintained at all times.
7. Only approved equipment should be used in locations where flammable mixtures are present. A Hot Work Permit is required when open flames, or electric arcs are in the work area and while handling flammable materials.
8. Smoking is not allowed in work area.
9. BHEL operate under a comprehensive Emergency Response Plan.
10. Contractors should be aware of the site Emergency Response Plan and communicate that plan to all their employees.

11. It is recommended that the contractor should know & display the emergency phone numbers like Fire, Ambulance, Safety, Security etc. at their work area.
12. It is the responsibility of the contractor to understand and use the appropriate Work Permits and to verify any permit requirements at the location. Contractor must make necessary arrangements with their Representative to acquire appropriate authorization to perform those operations at the site.

### ANNEXURE-III

#### GENERAL CONDITIONS OF CONTRACT

##### 1. Definition:

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

- a) The "Contract" means, the documents forming the tender and acceptance 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-In charge 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 respective area **AGM** to supervise the work or part of the work.
- e) "Approved" and "Directed" means, the approval or direction of the respective area **AGM** or person deputed by him for the particular purposes.
- f) "BHARAT HEAVY ELECTRICALS LIMITED" (hereinafter referred to as BHEL) shall mean the Board of Directors, Chairman, Executive Director, General Manager or, other Administrative Officer of the said Company including Manager/WCM authorised to invite tenders and enter into contract for works on behalf of the Company.
- g) The "Contract sum" means, the sum accepted or the sum calculated in accordance with the prices accepted in tender and / or the contract rates as payable to the contractor for the execution of the work during the currency of the contract.

- h) A "week" means, Seven Days, without regard to the number of hours worked or not worked in any day in that week.
- i) A "day" means, the day of 24 hours (TWENTY FOUR) irrespective of the number of hours worked or not worked in that day.
- j) A "working day" means, any day other than that prescribed by the *NEGOTIABLE INSTRUMENTS ACT* as being a Holiday, and consists of the number of hours of labour as commonly recognized by good employers in the trade in the District where the work is carried out or as laid down in the BHEL regulations.

**2. Heading to the Contract Conditions:**

The heading to these conditions shall not affect the interpretations thereof.

**3. Work To Be Carried Out:**

The Contract shall include all labour which may be required for the execution of the work.

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

**4 Deviations:**

The contractor shall carry out any Scope of work as per instructions of Executing official.

**5. Assignment of Transfer of Contract:**

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

**6. Sub-Contract:**

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

**7. Compliance to Regulations and Bye-Laws:**

The Contractor shall confirm to the provisions of any statute relating to the work and regulations and Bye- laws of any local authority. The Contractor shall be bound to give all notices required by statutory regulations or by-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

## 8. Security Deposit:

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

a)	Up to ₹ 10 Lakhs	10% of PO Value
b)	Above ₹ 10 Lakh & Up to ₹ 50 Lakhs	₹ 1 Lakh + 7.5% of the amount exceeding ₹ 10 Lakhs
c)	Above ₹ 50 Lakh	₹ 4 Lakh + 5% of the amount exceeding ₹ 50 Lakhs

The Earnest Money paid at the time of tender will be adjusted as part of the Security Deposit to a level of 50% of contract value before start of the work and the balance amount recovered by deduction from the running bills of the contractor at the rates mentioned above.

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

- i) Cash.
- ii) Cash Deposit receipt, Pay Order, Demand Draft duly pledged in favour of BHEL.
- iii) Post Office cash certificate, National Savings. Certificates, Treasury Savings Deposit Certificates,

National Plan Savings Certificates, 12 Years National Defence Certificates and 10 Years Defence Deposit certificates.

- iv) Fixed Deposit Receipt issued by State Bank of India / Nationalised Banks.
- v) Bank Guarantee shall be accepted to a value of 50% of the calculated Security Deposit amount only and 50% of Security Deposit shall be in anyone of the form as mentioned above from Sl. No. (I to V).The Bank Guarantee shall be kept valid until the due date for refund of Security Deposit. No interest shall be allowed on Security Deposit. BHEL shall not be responsible for any loss of securities due to liquidation for any other reasons, whatsoever or any depreciation in the value of the securities while in their charge or for any loss of interest thereon.

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

**(2) Security Deposit has to be deposited within 15 days of LOI/WO. Else EMD will be forfeited and may also attract the provision of "Suspension of Business dealings with Suppliers/Contractors".**

**9. Orders under the Contract:**

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

Contractor shall be deemed to have included in his tender price of all the plant, machinery and appliances required for the purpose of all operations connected with the work embraced under the contract to secure a satisfactory quality of work and rate of progress which in the opinion of the "Contract Signing Officer" will ensure the completion of the work within the time specified. BHEL is having every right to split the schedule and to award the work to single or many parties on the lowest offered rates basis. This is a time bound contract for period mentioned, and does not envisage any extension of time / period.

**10. Contractor's Supervision:**

1. The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to BHEL Officials.
2. 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.
3. The Contractor or his accredited agent shall attend when required without making any claim for doing so to the OFFICER-INCHARGE, to receive instructions.
4. The respective area AGM shall have full powers and without assigning any reason, requires the Contractor to immediately cease to employ in connection with this contract, any agent, servant  
or  
employee where continued employment is, in his opinion undesirable. The Contractor shall not be allowed any compensation on this account.

**11. Labour:**

1. 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.
2. 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
3. Contractor shall be responsible for making payment of wages before expiry of 7days from the last day of wage period and to ensure disbursement of wages in the presence of the authority's representative of contract operating division who shall record under his signature at the end of entries in the Register of wages.
4. Contractor to obtain license under CL(R&A) Act, 1970.

**12. Precautions against Risk:**

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

**13. Damage & Loss to Private Property & Injury to workmen:**

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

**14. Laws Governing the Contract:**

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

**15. Cancellation of Contract for Corrupt Acts:**

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

If the Contractor shall:

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

OR

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

OR

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

**16. Cancellation of Contract for Insolvency Assignment of Transfer or Subletting Of Contract:**

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

If the Contractor,

- a) Being an individual or if a firm any partner thereof shall at any time be adjudged bankrupt or have a receiving order for administration of his estate, made against him or shall take any proceedings for liquidation or composition under any bankruptcy Act or assignment of his effects of composition or arrangement for the benefit of his creditors or purport to do so, or if any application made under any Bankruptcy Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him on behalf of his creditors.

OR

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

OR

- c) Assigns, Transfers, Sublets or attempts to assign, transfer or sublet any portion of the work without the prior written approval of the BHEL.
- d) Whenever BHEL exercises the authority to cancel the contract under these conditions, BHEL may have the work done by any means at the Contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by the respective area **AGM**) being less than the contract cost, the advantage shall accrue to BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by the respective area **AGM** 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 BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the respective area **AGM** whose decision shall be final and conclusive.
- f) Labour engaged by the contractor should be disciplined & exhibit good behaviour in dealing with employees of BHEL. Any misbehaviour or conduct of any person engaged by the contractor is not good, contractor shall change that person immediately or else it may even lead to termination of the contract & security deposit will be forfeited as penalty.

**17. Cancellation of Contract In Part or Full for Contractor's Default:**

If the contractor:

- a) makes default in carrying out the work as directed and continues in that state after a reasonable notice from the respective area **AGM** or his authorized representative:
- b) fails to comply with any of the terms & 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 exercises the authority to cancel the contract as a whole or part under this condition, BHEL may complete the work at the contractor's risk and cost (as certified by the respective area **AGM** which is final and conclusive) being less than the contract cost, the advantage shall accrue to BHEL. If the cost exceeds the money due to the Contractor under this contract, the Contractor shall either pay the excess amount ordered by the respective area **AGM** or the same shall be recovered from the Contractor by other means. In case BHEL carries out the work or any part thereof under the provisions of the conditions the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or labour provided by BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the respective area **AGM** whose decision shall be final and conclusive.

**18. Termination of Contract on Death of Contractor:**

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

**19. Special Power to Termination:**

If at any time after the award of contract, BHEL shall for any reason whatsoever not require whole or any part of the work to be carried out the respective area **AGM** shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the foreclosing of the work.

**20. Submission and Processing Of Bills:**

The Contractor at the end of each month shall submit a bill in triplicate detailing the various items of work done during the month supported by the requisitions issued from time to time. The Contractor shall, once in every month, submit to the respective area **AGM** separately details of their claims for the work done by them up to and including the previous month which are not covered by their contract agreement in any of the following respects:

- 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.

**21. Along with bills, Contractors has to furnish copy of the following documents for further processing of bills:**

- a) Documentary proof for payment of PF/ESI with individual names to be submitted.
- b) Copy of payment challan of previous Month / Quarter as proof of deposit of Service Tax along with a certificate from the Contractor that tax collected from BHEL has been remitted to tax authorities.
- c) Any other relevant document which is required from time to time as per BHEL requirement.

**22. Recovery from Contractor:**

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

**23. Post- Technical Audit of Work and Bills:**

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

**24. Refund of Security Deposit:**

The Security Deposit mentioned in condition 8 above may be refunded to the Contractor after a period of 6 months on termination or expiry of the contract provided always that the Contractor shall first have been paid the last and final bill and have rendered a "NO DEMAND CERTIFICATE".

**25. Force Majeure Clause:**

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

**26. Arbitration:**

All disputes between the parties to the contract, arising out of or relating to the contract, other than those for which the decision of the respective area **AGM** or Accepting Officer or any other person is by the contract expressed to be final and conclusive shall after written notice by either party to the contract to the other party be referred to the sole Arbitration of GENERAL MANAGER or other Officer of BHEL appointed as Arbitrator, by the GENERAL MANAGER of BHEL in his sole discretion. Unless the parties otherwise agree, such reference shall not take place until after the completion, alleged completion or abandonment of the work of the determination of the contract. The venue of Arbitration shall be such a place or places, as may be fixed by the Arbitrator in his sole discretion. The award of the Arbitrator shall be final, conclusive and binding on both parties to the contract.

**27. Signing Of Contract:**

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

**PRICE BID FORMAT FOR ENQUIRY NO. 92415000xxx**

**Name of work:** Works Contract for Non-core Production Support service activities for ATP area for the year 2015-16

Sl. No.	Nature of work Description	UOM	Qty	Rate/MT (₹)	
				₹ in figures	₹ in words
1	All non-core production support activities including weld de-slagging, grinding, cleaning of all raw materials and semi finished Titanium, Stainless steel and inconel jobs which require high degree of cleaning at various stages of manufacturing for defect free weld pertaining to BARC and NPCIL. Material movement between Central lab & Shops, frequent inter-bay movement of small jobs between ATP Shops in Unit-I, Unit-II and Bldg-1 due to assembly requirements, assistance in flushing of BARC finished jobs, surface preparation of raw materials and sub-assemblies, Heat treatment, water draining and drying after hydro test etc. In addition to the above, cleaning of machines and accessories at machine shops, disposal of waste, chips and coolant oil replacement are also to be attended to periodically.	MT	2129		

**NOTES**

1. Rates should be quoted in figures and words and are to be identical, if not, the prices in words will be considered as correct and the same shall be valid and binding.
2. In case same rates are quoted by more than one contractor, ranking will be done based on the drawal of lot conducted in the presence of the contractors.
3. Labourers must be capable of discharging minimum 237 kgs per man per day.
4. Service Tax applicable as extra.

Contractor Signature

Contractor Seal