



BHARAT HEAVY ELECTRICALS LIMITED
Central Foundry Forge Plant, HARIDWAR
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CORRIGENDUM-1

TENDER DOCUMENT NO.: FF: 20: CSX: XX: WC: 01: 022, Date: 08.09.2020
Due Date for opening of Tender Enquiry: 29.09.2020

Tender for "***Cartage of Material.***"

Work Specific terms & conditions

1. This contract shall be a fixed rate contract and BHEL shall not entertain any request from contractor for enhancement of contract price on grounds whatsoever.
2. Under no circumstances the contractor will sub-contract the job.
3. The contractor shall clear the site immediately on daily basis after completion of work awarded under this contract.
4. The contractor will not submit any False/Forge/illegal document with their offer, if found at any stage, suitable action will be taken by CFFP/BHEL including termination of contract.
5. **All material handling equipments like Forklifter, mobile crane, EOT crane, all types of cranes and trucks etc. for shifting, tools & tackles like slings etc. shall be provided by BHEL as & when required. Operation of cranes for unloading/loading/shifting from receipt to custody (if required) of material and performing of other material handling activities are within the scope of contract and shall be done by the contractor.**
6. Up keeping and maintenance of all tools & tackles issued to contractor/used by contractor shall be the responsibility of the contractor. Any loss or damage of the same shall be recovered from the contractor.
7. Contractor shall ensure that **adequate no.** of labourers are deployed for execution of the work awarded to him from time to time ensuring **uninterrupted working in both 'A & B' shift** as per BHEL requirement. They may have to work on Sundays or holidays as well if required. However adequate no. labourers should be deployed on daily basis so as to meet **work completion required as per clause no.20** terms & conditions of work contract and also as per instruction of BHEL officer time to time.
8. Contractor shall not deploy a labourers less than 18 years of age on the premises of BHEL or otherwise in execution of his work. Contractor to ensure that they deploy contract labourers of age up to 65 years only. Contractor to ensure that the labourer deployed in the premises of BHEL are physically and mentally fit and contractor should ensure that all the labourer are having police verification and are member of the PF/ESI scheme. Such laborer should possess requisite skill & expertise for carrying out work as defined in scope of work of contract. **Operator of crane shall be treated as SW (Skilled worker), labourers for unloading/loading/ shifting from receipt to custody (if required) shall be treated as USW (unskilled worker) and labourer for identification and handing over of material vis-à-vis Consignment Note/Delivery Challan shall be treated as SSW (Semi Skilled). (Crane operations and rigging related activities is to be performed by a person who have adequate experience in the respective work.)**
9. For security reasons entry of contractor's labourers into the plant premises shall be regulated **through biometric card**. In special exceptional circumstances permission for a limited period may be granted for entry without biometric card at the discretion of CFFP/BHEL.
10. Contractor will be liable for any pilferage/loss to BHEL due to acts of omission and commission by his workmen or any damage of material during unloading/ loading/shifting from receipt to custody if required.

In case any material is damaged during unloading/ loading/ shifting from receipt to custody (if required) or due to mishandling etc, value for the same will be recovered from contractor bills/ security deposit.

11. The Contractor shall maintain regular contact with the contract executing officers of BHEL and will interact on matters relating to the work awarded under this contract, and deploy adequate equipment and man power as per their instructions. The contract will commence from date specified in the work order and shall remain valid for a period of **two year(s)**. BHEL and contractor by mutual agreement may extend the contract/placement of repeat order as per original terms & condition.
12. In case of any misconduct/misbehavior by any workmen, the contractor will replace such workmen immediately
13. Payment terms; - Within 15 days of submission of clear bills duly verified with all supporting documents
14. Contractor and or his **authorised supervisor** should be **available at all time (in both A& 'B' Shift) to supervise** the work allotted to him.
15. BHEL shall have the privities of the contract with contractor only and will give instructions to the contractor or his authorised representative. BHEL has nothing to do or concerned with the employment of labourer working for the contractor. The relationship between BHEL and the contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or an employer – employee relationship.
16. In case the Contractor does not carry out the Contractual/Statutory obligations or the services rendered by him are found to be unsatisfactory/deficient BHEL shall bring the same to his notice and he will be obliged to discharge the obligations and rectify the deficiency/anomaly within three working days' time, failing which, BHEL reserves the right to terminate the contract without any further reference. In such an event, no damages will be payable for short closure of the contract. BHEL shall have the right for risk purchase and forfeit of security deposit
17. In the event of termination of contract for any reason whatsoever, the Contractor shall withdraw all his workmen from the premises of BHEL. In case contractor decides to terminate services of his workmen, he should settle all terminal dues including retrenchment compensation and shall indemnify BHEL against all such claims.
18. As a general rule, no advance shall be payable to contractor.
19. Contractor shall ensure payment of wages to the labourer through bank latest by 7th of next month & maintain proper for their timely disbursement (records should be preserved for a period of 5 years & produce the same on demand before BHEL/Statuary authorities). PF & ESI deposit statement is to be got verified by BHEL **officers** before actual deposit. Copy of PF and ESI deposit slip/challan to be submitted to BHEL by 7th of next month for record. Contractor's bills will be verified and forwarded for payment only after that. **Before submission of bills every month, proof of having deposited GST last month will have to be submitted. Also declaration as per 'point no 22 (format enclosed) shall have to be submitted along with every bill/invoices**
20. **Work completion time & LD Clause:** Material shall be unloaded within 2(two) working days of receipt date (receipt date is gate entry date marked by CISF). Material shall be shifted fro

receipt to custody (wherever required) after passing by inspection agency (SRV acceptance date)

within 2 working days. Date of CISF gate entry will be considered as date of receipt of material. Date of receiving given by concerned Storekeeper after successful unloading of material will be considered as date of unloading.

Completions of work shall be strictly as per time limit specified as above. In case of failure to complete the work within the scheduled time, the contractor will be liable to pay LD@1 %(one percent) of the value of works in arrears (i.e. Value of work as per contract) per week or part thereof subject to maximum of 10% of the contract value.

21. The Pre-qualification, Technical & Commercial Bids (Part-I) will be opened first, evaluated and only then the price Bids (Part-II) of qualified contractors will be opened (separate intimation will be given for Price Bid opening) through tender box (not through RA).

22. Certificate of Goods and Service to be furnished by Supplier with each bill / invoice

We hereby undertake that:

- Goods and Service Tax charged in the following Invoices / Bill Numbers are in compliance with the provision of GST Act & Rules prevailing thereon:

SI.No	PO No / Work Order	Invoice No	Invoice date	GST Amount

- Goods and Service Tax charged in the Bill / Invoice shall be paid by us within due time.
- Any liability due to any delay / default in payment of GST, return filling or any other NON-compliance under GST Law / Rules, shall be to our account.
- In the event of any non-compliance on our part, We indemnify BHEL for any financial burden / loss on account of GST / interest / penalty.
- We give our consent to BHEL to recover any such financial burden if arises on BHEL due to any non-compliance from any outstanding bills. In the event of Nil outstanding, same shall be paid by us to BHEL.
- In the event of any such default, we agree BHEL to pay all future GST reimbursement after verification of GST compliance under the law.
- We understand that this arrangement shall be valid till the credit of Input Tax Credit (ITC) is available without online validation or further amendment if any affecting admissibility of ITC to BHEL.

Signature of Authorized Signatory
GST No: