



BHEL, BHOPAL

(TENDER No. HSE/TPA/2020-21/W6)
HEALTH SAFETY & ENVIRONMENT ENGINEERING

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GENERAL TERMS & CONDITIONS

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1.0 DEFINITIONS:-

The following terms and expressions shall have the meaning hereby assigned to them except where the context otherwise requires.

- 1.1 'BHEL'** shall mean Bharat Heavy Electricals Limited, a Company registered under the Indian Companies Act, 1956 with its Registered Office at BHEL House, Siri Fort, New Delhi, Pin-110049 through its office at Piplani, Bhopal – 462022 or its authorised Officers or its Engineers or other employees authorised to deal with any matters with which these persons are concerned on its behalf.
- 1.2 'CONTRACTOR'** shall mean the individual, firm or Company who enters into contract with BHEL for providing the services as per this Tender and shall include their executors, administrators, successors and permitted assigns.
- 1.3 'CONTRACT' or 'CONTRACT DOCUMENT'** shall mean and include the agreement, the work order, General Terms & Conditions of the Contract, Instructions to tenderer, statutory compliances & the Letter of Intent / acceptance letter issued by BHEL. Any conditions or terms stipulated by the bidder in the tender documents or subsequent letters shall not form part of the contract unless specifically accepted in writing by BHEL in the letter of intent and incorporated in the Work Order.
- 1.4 LETTER OF INTENT** shall mean the intimation by a letter / telegram / fax to the bidder that the tender has been accepted in accordance with provision contained in that letter. The responsibility of the contractor commences from the date of issue of this letter and all the terms and conditions of contract are applicable from this date.
- 1.5 'WORK' or 'CONTRACT WORK'** shall mean and include the work to be done by the Contractor as specified in the Tender documents.

2.0 MODES OF COMMUNICATION

Generally, all communications, references etc. shall be delivered through email, fax or given to the authorized supervisor. It will be undertaken that the firm has read and understood the message, within three days of the delivery, even if they have not received / not opened/ having technical problems on their side. Firm shall communicate their change of authorized supervisor, email address in advance.

3.0 FACILITIES TO BE PROVIDED BY BHEL

- 3.1** BHEL shall provide water, light, power facility and loading and boarding. Rest everything is to be arranged by contractor.

4.0 EARNEST MONEY DEPOSIT (EMD)

Not Applicable

5.0 SECURITY DEPOSIT

- 5.1** Upon acceptance of offer, the successful bidder shall deposit 5% of the contract value as security deposit.
- 5.2** The **full or 50% Security Deposit** may be deposited through Pay order/ Demand draft / the cash office of BHEL/Other modes. (Pl. refer BHEL works policy, to know details of the other modes). The balance 50% of Security Deposit shall be recovered from the running bills@10% of the value of each running bill commencing from first running bill itself till the full Security Deposit is made up.
- 5.3 Refund of Security Deposit:**
 The Security deposit shall be refunded to the firm, only after minimum 1 month, of successful completion of the contract, after producing "Clearance and No Dues Certificate" from the concerned executive.



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6.0 Agreement signing:

The firm will be required to sign a contract with BHEL on a proper Non-judicial stamp paper, in a prescribed format. The cost towards agreement shall be borne by the firm.

7.0 Safety Compliances & Others

7.1 The contractor shall be fully responsible for safety of the vehicles, personnel and to comply with the security/ safety regulations of BHEL/Govt. inside factory. The contractor shall ensure that no damage is caused to any person/any existing work / property of BHEL/ other parties working inside the factory.

7.2 Accident occurred, if any, during the course of company's work should be reported by the Contractors to BHEL immediately. This should be followed by a detailed report from the Contractor.

7.3 The Contractor will have to indemnify BHEL against –

(a) All claims for injury or damage to any person/property caused by his negligence or negligence of his staffs and any other unforeseen claims, whilst in BHEL premises.

(b) The Contractor will accept liability for compensation in accordance with the provision of the Indian Worker's Compensation Act, 1948, amendments thereafter and or other law for the time being in force for personal injury caused to any workmen by accident arising out of and in the course of this contract.

(c) BHEL shall not be held liable for any loss, damage or compensation to third parties rising from or in relation to operations carried out by the contractor. If any such damage/loss is caused, the contractor shall be responsible to make good the losses and compensate the affected parties/victims at his own cost.

(d) The contractor shall be responsible for all acts and omissions of their staff and Liabilities arising out of the acts and omissions of such staff shall be borne by the contractor. BHEL shall in no way be responsible for any such acts, omissions or any liabilities arising there from.

8.0 GENERAL CONDITIONS:

8.1 The contractor should follow the prevailing industrial / labour laws/ Govt. laws as amended from time to time.

8.2 The Contractor shall be fully responsible for the performance of the workmen/auditors deployed by them. The work shall be executed strictly in accordance with the instructions given by BHEL.

8.3 **Gate Pass** for entry into BHEL Factory would be required for all the persons deployed by the contractor. Special permission would be required for working beyond normal working hours. The contractor shall be arranging the passes and working permission beyond normal working hours on their own. BHEL Engineer shall provide necessary help and guidance for the same.

8.4 The contractor will be solely responsible for all disputes and other issues connected with his workmen/auditors. The contractor has to ensure that the people deployed by them restrict their movement in the area earmarked.

8.5 BHEL reserves the right to short close the contract at its discretion at any stage with one month notice period without assigning any reason thereof.

9.0 LAW GOVERNING THE CONTRACT AND COURT OF JURISDICTION'

The contract shall be governed by the law for the time being in force in the Republic of India. The Civil Court at Bhopal shall alone have exclusive jurisdiction in regard to all claims in respect of this Contract.

10.0 TERMS OF PAYMENT



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- 10.1** Firm shall submit their clear & legible bills (in duplicate), duly verified by concerned engineer through Measurement book.
- 10.2** Payment shall be released normally, within 60 days, after submission of the bills (Measurement book), with meeting all formalities in advance. All payments shall be released through electronic-pay mode only. In case of MSME bidder, the payment will be released in 45 days.
- 10.3** No interest shall be payable by BHEL on Earnest Money, Security Deposit/or on any money due to the Contractor by BHEL.

11.0 FORCE MAJEURE

- 11.1** The following shall amount to force majeure conditions: Acts of God, act of any Government, War, sabotage, riots, civil commotion, police action, revolution, flood, fire, cyclone, earthquake and epidemic and other similar causes over which no contractor has any control.

- 11.2** In such cases, firm shall resume their operations, after reasonable and mutually agreed time.

- 11.3** Notwithstanding anything contained in the contract, neither BHEL nor the contractor shall be held responsible for total or partial non-execution of any of the contractual obligations, should the obligation become unreasonable onerous or impossible due to occurrence of a 'Force Majeure' which directly affects the obligation to be performed by the BHEL or the contractor; Such events include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotions, insurgency, sabotage, acts of public enemy, fires, explosion, epidemics, quarantine restrictions, floods, earthquake, or act of God, restrictions by Govt. authorities; over which the BHEL or the Contractor has no control.

The party claiming to be affected by force majeure shall notify the other party in writing about the delay, within two week from the occurrence of such situation and on the cessation thereof. Extension of time sought by the contractor along with supporting evidence and so granted by BHEL for the work affected, if any, shall not be construed as waiver in respect of remaining execution. Rescheduling of execution on account of force majeure conditions, if so agreed by BHEL, will not entail the contractor to claim any increase in the price on whatsoever account.

Notwithstanding above provisions, BHEL shall reserve the right to cancel the contract, wholly or partly, in order to meet the overall project schedule and make alternative arrangements. If deemed necessary, BHEL may takeover partly processed work at a mutually agreed price.

12.0 ARBITRATION

- 12.1** All disputes between the parties to the Contract arising out of or in relation to the Contract, other than those for which the decision of the Engineer in the Contract or any other person is expressed to be final and conclusive, shall after written notice by either party to the contract to the other party, be referred to sole arbitration of the General Manager or his nominee. The Arbitration shall be conducted in accordance with the provisions of the Indian Arbitration and Reconciliation Act, 1996.

- 12.2** The parties to the Contract understand and agree that there will be no objection that the General Manager or the person nominated as arbitrator had earlier in his official capacity directly or indirectly dealt with the matters to which the Contract relates or that in the course of his official duties had expressed views on all or any of the matters in dispute or difference. The award of the arbitrator shall be final and binding on the parties to this contract.

- 12.3** The arbitration proceedings shall be held at Bhopal.

13.0 RIGHTS OF BHEL

BHEL reserves to itself the following rights in respect of this Contract without entitling the Contractor to any compensation:-



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To terminate the contract after due notice and forfeit the Security Deposit and recover the loss sustained in getting the balance work done through other agencies in addition to liquidated damages in any event of the followings:-

- a) Contractor's continued poor performance, withdrawal from or abandonment of the work before the completion of contractual period.
- b) Insolvency of the contractor, Persistence disregard of the instructions of BHEL.
- c) Assignment, transfer, subletting of the contract work.
- d) Non-fulfilment of any contractual obligations.

If the work is not executed or partly executed within the agreed execution period, BHEL reserves the right to cancel the order and get the work executed from the alternate source(s) at the risk and cost of the contractor. In such an event, it shall be obligatory on the part of contractor to make good any loss suffered by BHEL.

14.0 TEAM LEADER

"The contractor should provide for at least one identified team leader throughout the audit. All issues regarding discipline at the works will be team leader's responsibility. "

15.0 ACCIDENTS WHILE AT WORK:

"In case of medical emergencies faced by auditor/workmen at work, medical facilities in the interest of the well-being of the auditor/workmen shall be provided by BHEL. The decision of the doctors attending the emergency shall be final and binding. The cost incurred shall be deducted from the bills of the contractor.

16.0 PROHIBITION ON INFLUENCING AND INTERFERING ON BEHALF OF CONTRACTOR

"The Contractor shall neither try to influence, chase or interfere into the working of BHEL officials nor engage BHEL employee or any other third person for the same. In case such incident does occur, it may lead to disqualification / debarring from the contract. Any contractor shall be debarred from consideration if any of his relations is working in the product/functional group in which the contract is being issued. Before issuing tender form to any contractor for limited tender enquiry a confirmation has to be given by contractor that none of his relations are working in that product/functional group."

17.0 TREATMENT OF ARITHMETIC ERRORS

Provided that the bid is substantially responsive, BHEL shall correct arithmetical errors on the following basis

The prices should be quoted strictly in both figures and words.

- (a) If, in the price structure quoted, 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 purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and 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; and
- (c) If there is a discrepancy between words and figures, the amount 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.

However, in case of any dispute regarding interpretation of the above, BHEL's decision shall be final and binding on the parties. Offers not fulfilling any of the above conditions shall be rejected and their bids will be disqualified.



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18.0 MODEL CONCILIATION CLAUSE FOR CONDUCTING CONCILIATION PROCEEDINGS

The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract or the Memorandum of Understanding (delete whichever is inapplicable), which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.

Notes:

1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators
2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Annexure----- to this GCC.

(For more details about conciliation scheme, please contact to our office)

19.0 GST

1. Wherever bidders are required to supply services at project site Party has to submit GST registration no. of the State in which project site is located along with copy of registration certificate at the time of submission of Bid. In case the same is not available at the time of submission of bid, the contractor has to give an undertaking that the same will be arranged before award of work order
2. HSN Code/SAC, rate of tax under GST and applicable GST (IGST, CGST/SGST/UTGST) and GSTIN shall be clearly mentioned by the Bidder
3. GST portion of the invoice shall be released only upon:-
 - a. All invoices raised by contractors/vendors must be GST compliant Tax invoices as per GST invoice rules.
 - b. Contractor declaring such invoice in his GSTR-1 or any modified return as notified by government
 - c. Receipt of goods/services and Tax Invoice by BHEL
 - d. Contractor has to give an undertaking to BHEL that they have declared invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL

Payment to Contractor for GST portion will be released only after completion of above activity. GST portion of the final invoice shall be released on availing of ITC by BHEL based on GSTR 2A.
4. In case GST credit is delayed/denied to BHEL due to non/delayed receipt of services/goods and /or tax invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from the contractor along with interest levied/ leviable on BHEL.
5. Reverse Charge under GST
 - a. In respect of services, reverse charge liability shall arise at the earliest of date of payment to service provider or 60 days from the date of issue of invoice by service provider. Contractor has to submit bill for payment within 30days from the date of invoice. Any



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interest or penalty implications attributable to the contractor shall be recovered from them.

- b. Any GST liability arising on BHEL under reverse charge before actual receipt of goods and/or invoice thereof would be subject to recovery of interest leviable for the period between the date of such liability and actual date of eligibility of ITC based on receipt of goods, receipt of invoices and other condition specified in GST Law
6. Liquidated damage (LD) or Penalty if chargeable from suppliers/contractors as per NIT, applicable GST will be charged in addition to the same
7. TDS as per extent provisions of the GST Law shall be deducted from supplier/contractor bill.

Name & Signature of the bidder
(Seal)



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