



BHEL, BHOPAL

(TENDER No. FSX/Cement/2019-20/W1

CENTRAL RECEIVING DIVISION

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GENERAL TERMS &amp; CONDITIONS

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**(TENDER No. CRX/Unloading/2019-20/W1)****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, and 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 person. 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 person, email address in advance.

**3.0 FACILITIES TO BE PROVIDED BY BHEL**

**3.1** BHEL shall provide water & light facility. Rest everything is to be arranged by contractor.

**4.0 EARNEST MONEY DEPOSIT (EMD)**

**As per works policy 14.09.2016 (clause 5.1.1) of BHEL, contractor has to deposit Earnest Money amounting to Rs. 3700/-**

**Note:-contractors who have deposited one time EMD of Rs.5,00,000/- need not to deposit EMD along with tender documents.**

**4.2** BHEL reserves the right of forfeiture of EMD, in case the successful bidder who:

- (a)** After opening of tender revokes /withdraws his tender within the validity period or revises / alters his earlier quoted rates / conditions.
- (b)** Fails to start the work within the period as per LOI, contract/ within 2 days after arrived of truck.

**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** At least 50% of the required Security Deposit, including the EMD, should be submitted before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.



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**5.3 Refund of Security Deposit:**

The Security deposit shall be refunded to the firm, only after Minimum One month of successful completion of the contract, after producing "Clearance and No Dues Certificate" from the concerned executive.

**6.0 Agreement signing:**

The firm will be required to sign a contract with BHEL on a proper Non-judicial stamp paper, worth Rs.500/- 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 is required to maintain first aid box at work place. 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 transport operations done 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 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, strikes and other issues connected with his workmen. 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 Week's 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.



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#### 10.0 TERMS OF PAYMENT

**10.1** Firm shall submit their clear & legible bills (in duplicate), duly verified/signed by concerned engineer through Measurement book.

**10.2** Payment shall be released normally, within 90 days, after submission of the bills (Measurement book), with meeting all formalities in advance. All payments shall be released through electronic-pay mode only.

**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 contractor has No control.

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

#### 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:-

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 without BHEL's written permission.
- d) Non-fulfilment of any contractual obligations.

#### 14.0 SUPERVISION OF CONTRACTOR LABOUR

"The contractor should provide for at least one identified person per shift. All issues regarding discipline at the workplaces and for the purpose of work allocation, early/late entry and exit, Snacks distribution etc. are to be organized in a systematic manner as desired by "BHEL"



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**15.0 CONTRACT LABOUR ACCIDENTS WHILE AT WORK:**

"In case of medical emergencies faced by contract worker at work, medical facilities in the interest of the well-being of the worker 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. The Contractor shall complete the ESI formalities and BHEL shall submit claim of reimbursement of medical expenses to ESI. The amount reimbursed by ESI shall be paid back to 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) Contractor shall ensure payment of statutory prescribed minimum wages along with BHEL additional Wages, as applicable from time to time, through worker's bank account only (no other mode of payment Shall be acceptable) and maintain proper records of their timely disbursement. These records need to be Preserved for a period of at least 3 years and should be made available even after the contract is over for Any verification by the statutory authorities / BHEL authorities.

17.1) In case the contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the security deposit/other dues/running bills under the contract can be utilized by BHE to discharge the liability of the contractor.

17.2) Contractor to obtain insurance cover for his employees / equipment / tools and tackles etc and take third party risk insurance coverage at his own cost. BHEL shall not be responsible for any loss, damage, pilferage of his property and / or his employees.

17.3) Contractor should have independent code numbers/ exemptions under EPF & MP Act, 1952 and ESI Act, 1948 and shall cover his employees under the said codes.

17.3) Payment of bonus under the Payment of Bonus Act, Payment of gratuity under the Gratuity Act, and Retrenchment Compensation under Act will be the sole responsibility of the contractor.

17.4) Over and above the daily wage rate, payment shall be made for leave with wages.

17.5) In case a contractor employs women as employee, contractor will discharge his obligation under law in respect of such women workers such prohibition of engaging them during night-hours, prohibition of employing them for more than 9 hours per day, provision of crèche facility, grant of maternity leave as per rules etc.

17.6) Contractor shall be responsible for making payment of wages before the expiry of 7 day after the last day of the wage period in respect of which the wages are payable and to ensure disbursement of wages through bank.



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**18.0 FIRST AND FINAL BILL TO BE CLEARED ONLY AFTER SUBMISSION OF FORM VI A & VI B:**

"Contractor shall within 5 days of commencement / completion of Work Order submit Form VI A to RLC office. Contractor shall submit a copy of form VI A bearing the receipt seal of RLC office to HR department. The first and final bill shall be processed only on clearance regarding submission of Form VI A and VI B by contractor New Work Order no. shall be allotted only after the contractor concerned furnishes copy of Form VI A regarding the closure Of the earlier contract (if any)

Name & Signature of the bidder  
(Seal)

