

QUALITY CONTROL – QND DIVISION
SPECIAL TERMS AND CONDITION

(Annexure “A”)

Ref. : Enquiry No. QND/RT/WC/2019/ENQ/01

(Note: The Special terms and conditions given here supersede the relevant terms & conditions given in General Terms and Conditions).

1 EVALUATION OF THE OFFER AND ISSUE OF WORKS ORDER :-

- 1.1** Offers which are adjudged technically qualified will only be considered for price bid opening and further evaluation.
- 1.2** Please refer to the Price Schedule. Price bid should be submitted strictly as per the enclosed price schedule (Annexure ‘B’). Any deviation w.r.t. price schedule is not acceptable and the offer having deviation is liable to be rejected. Rates quoted by the bidder against schedule Items shall remain firm & no variation whatsoever shall be allowed.
- 1.3** The description of item contained in price schedule may not be elaborate. The bidder is required to get himself clarified in case of any doubt. After award no claim shall be admitted for lack of understanding regarding the scope of work and BHEL’s interpretation shall be final and binding on the contractor.
- 1.4** Evaluation of the offer will be strictly based on information submitted by the bidder. In view of this, the bidder is requested to go through the tender documents carefully and furnish all details clearly. Missing information will not be asked for by BHEL.
- 1.5** In case Bharat Heavy Electrical Limited calls L1 for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer, which shall be binding, on the bidder. All expenses for attending such negotiations are to be borne by the bidder.
- 1.6** Based on the techno-commercial evaluation and priced bids, the successful bidder shall be awarded the contract for the complete package.
- 1.7** Work is indivisible in nature and shall be awarded to a single party.

2 EXECUTION OF WORK :-

For smooth execution of work, contractor shall nominate a person as one point contact. Daily work planning & coordination with BHEL for execution shall be done by nominated person in consultation with NDT- in charge of BHEL.

3 COMPLETION OF WORK :-

BHEL reserves the right to take remedial action as deemed fit including engaging other Agency for completion of part or full of the contract award at contractor's risk & cost in case progress of work found to be unsatisfactory during intermittent review of progress. For invoking this clause, BHEL shall issue a notice in writing to the contractor for expediting the progress of work suggesting measures to be taken up by the contractor. In case of failure on the part of contractor with respect to compliance of suggested measures within time frame specified in the notice (in general it is 30 days) BHEL shall be free to undertake works (part/full) at contractor's risk & cost.

4 FORE CLOSURE OF CONTRACT.

If at any time after acceptance of tender, BHEL decides to abandon or reduce the scope of work for any reason whatsoever, the Engineer-in-Charge shall give notice in writing to that effect to the contractor & the contractor shall have no claim to any payment of compensation or otherwise whatsoever 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 foreclosure of the whole or part of the works. In the event of such foreclosure after acceptance of tender the contractor shall be paid at contract rates for the works already executed.

5 INSURANCE :-

- 5.1** It shall be the sole responsibility of the contractor to get insured the property, materials, machineries, tools & tackles etc. belonging to him.
- 5.2** It shall be the sole responsibility of the contractor to insure his workmen against risks of accidents and injury while at work as required by the relevant rules and to pay compensation, if any, to them as per applicable Act. The work will be carried out in a protected area and all the Rules and Regulations of BHEL in the factory Area which are in force from time to time shall be followed by the contractor.
- 5.3** If due to contractor's carelessness, negligence and / or non-observance of safety and other precautions, any accident / injury occur to other persons / public, damage to BHEL's property and/or personnel occurs, and if BHEL is unable to recover in full its claim from the Insurance Company, the deficit will be recovered from the contractor. The contractor shall be responsible for necessary compensation and other expenses in full, if so decided by the appropriate authority.
- 5.4** It shall be the responsibility of the contractor to provide security arrangements for the equipment/materials belonging to BHEL & handed over to the contractor for use in the work till these are incorporated in the work & accepted by BHEL or are returned to BHEL Stores.

6 INSTRUCTION TO THE CONTRACTOR :-

- 6.1 BHEL shall have the privity of the contract with the contractor only and will give instructions to the contractor or his authorized representative. BHEL will have nothing to do or be concerned with the employment of employees 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.
- 6.2 Contractor has to obtain necessary approvals from Atomic Energy Regulatory Board(AERB), A Govt. of India organization for movement of their source/radiography devices inside & outside BHEL Bhopal premises from time to time.
- 6.3 The contractor shall maintain regular contact with the designated employee(s) of BHEL and will interact on matters relating to the work awarded under this contract.
- 6.4 Contractor will ensure that the job is executed through his employees on his rolls and under no circumstances the contractor will deploy any casual employee to carry out the job nor shall sub-contract the job without prior written permission.
- 6.5 The contractor should make his own arrangement for stay of their employees, transportation of testing equipment with accessories etc. to the place of works inside BHEL Bhopal.
- 6.6 Contractor shall obtain Police Verification of all his workers.
- 6.7 Contractor shall be responsible for making payment of wages through digital mode before expiry of 7 days from the last day of wage period.
In case contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the security deposit/ other dues under the contract can be utilized by BHEL to discharge the liability of the contractor.
- 6.8 Contractor shall ensure that his employee do not indulge in any unsafe or hazardous practices. They use safety equipment such as safety shoes, helmet, film badges, pocket dosimeter etc. where use of such equipment is required in day-to-day operations.
All such safety gadgets will be provided by the contractor
- 6.9 Contractor to ensure that employee deployed in the premises is physically and mentally fit and do not have any criminal record.
- 6.10 Contractor will be responsible for good conduct of his employees. In case of misconduct, contractor shall take prompt disciplinary action as per "Model Standing Orders" on the advice of contracting officer.
- 6.11 The contractor has to provide a distinct uniform different from BHEL employees. The Uniform should have logo of the Contractors firm / company. The uniform shall be kept in neat, tidy and wearable condition.
- 6.12 Contractor shall fully comply provisions of various applicable labour laws.

6.13 Compliance of PF/ ESI deductions –

“The Contractor shall file the electronic return of PF/ ESI and submit proof of payment of both the employer’s and employees’ contributions every month. (PF has to be remitted by 15th and ESI by 21st of the succeeding month.) Contractor shall submit the challan along with copy of a self-certified list of contract workers (bearing their names and PF/ESI no. and deductions made) for whom the contribution has been submitted by him for the said period. Such list shall be displayed in the notice board of the department.” The contractor has to ensure activation of UAN no for all the workers before putting the first bill.

6.14 Contract labour accidents while at work:-

“In case of medical emergencies faced by contract worker at work, the contractor or his supervisor should be present to facilitate completion of formalities. 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.

7 **PAYMENT OF WAGES TO CONTRACT WORKERS :-**

7.1 The bidder shall follow BHEL norms prevailing for wages to be paid to the contract workers as flashed by HR- CLC. Contractor shall ensure payment of statutory minimum wages as well as additional wages recommended by BHEL from time to time.”

7.2 **The bidder has to compulsorily pay wages through digital mode and submit the bank statement of contract workers before processing of any bill.**

CURRENT STATUTORY MINIMUM WAGES (Effective from 01/04/2019)		
SR. NO.	CATEGORY OF WORKER	STATUTORY MINIMUM WAGES (PER DAY)
1	SKILLED WORKER	Rs. 452.94
2	SEMI SKILLED WORKER	Rs. 431.56
3	UNSKILLED WORKER	Rs. 407.32

8. COMPENSATION CLAUSE :-

“BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life / permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below.

- a) Victim: Any person who suffers permanent disablement or dies in an accident as defined below.
- b) Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/operation and works incidental thereto at BHEL factories/ officers and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works / during working at BHEL Units/ Officers/ townships and premises/ Project Sites.
- c) Compensation in respect of each of the victims:
 - i. In the event of death or **permanent disability** resulting from **Loss of both limbs**: Rs. 10, 00,000/- (Rs. Ten Lakh)
 - ii. In the event of **other permanent disability**: Rs.7, 00,000/-(Rs. Seven Lakh)
- d) Permanent Disablement: A disablement that is classified as a permanent total disablement under the provision to Section 2 (i) of the Employee's Compensation Act, 1923”.

In order to comply above clause, contractor may submit an undertaking(as per format below) that, in case they bag the contract, they will fulfil the necessary condition w.r.t. insurance coverage of workers as mentioned in the clause by way of taking an accidental insurance cover for the said amount for their workers. After issue of work order, the successful contractor will have to submit the insurance policy for his workers before submission of his first running bill. However, if otherwise, the compensation recovery as per clause above shall be applicable.

Undertaking from the Contractor

I/we..... Hereby, undertake that in case I/we get the work order, I/we will submit insurance cover for work force for conditions mentioned in Compensation clause of before submission of first running bill.

Name & Signature of the bidder

Seal

9 CONCILIATION CLAUSE :

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.

- a. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.
- b. 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 BHEL Conciliation Scheme 2018.