

QUALITY CONTROL – QND DIVISION

GENERAL TERMS AND CONDITION

(Annexure “C”)

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

1 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’ or ‘FIRM’** shall mean the individual, firm or Company who is enlisted with BHEL for providing the services and shall include their executors, administrators, successors and permitted assigns.
- 1.3** **‘CONTRACT’ or ‘CONTRACT DOCUMENT’** shall mean and include guidelines and declarations of the registration, the General Terms & Conditions and Statutory Compliances, schedules of quantities, accepted appendices of rates, if any, technical specifications, special specifications, if any, Letter of Intent, agreement & the work order, 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 and incorporated in the work order.
- 1.4** **‘TENDER DOCUMENTS’** shall mean Instruction to Tenderers, General Terms & Conditions, Special Conditions, Tender Specifications including drawings and any other documents issued to the bidder against invitation of bid.
- 1.5** **‘LETTER OF INTENT’ (LOI)** shall mean the intimation by a letter / email / 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.
- 1.6** **‘APPROVED, DIRECTED or INSTRUCTED’** shall mean approved, directed or instructed by BHEL Shop Engineer / Shop- in-charge/ Concerned authorities.
- 1.7** **‘WORK’ or ‘CONTRACT WORK’** shall mean and include the work to be done in relevant work category by the firm or as specified in the Tender documents.

- 2** **OFFICIAL SECRET ACT :** The firm shall give an undertaking under the official secret Act for maintaining secrecy of the drawings, documents or other records connected with the work given to them. The firm shall return all the drawings/documents given to them.

3 MODE OF COMMUNICATIONS :

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.

4 OFFER SUBMISSION IN RESPONSE TO INVITATION :

An offer, each page duly signed by an authorised person, with all formalities, in a sealed & properly super scribed envelope, shall be deposited, in tender box at the central designated venue, on or before the date and time specified in NIT. Offers thus received shall be opened at the designated venue on the specified date & time, in the presence of those bidders or their representatives, who choose to be present. The rate shall be quoted as the Final rate including of PF, ESI, all other statutory payments, levies and all other Govt. taxes but Excluding of the Service tax. No any escalation/ additional / overtime/ waiting charges will be paid other than the quoted rate. An offer will be treated as invalid offer if it contains any condition, deviation, or insufficiency. Quoting of any ambiguous, impractical, unworkable rate or overwritten, unclear or erased rate in Price bid shall be strictly avoided. Any such case may lead to cancellation of the offer.

Validity period of an offer shall be up to three months after the submission date.

5 SECURITY DEPOSIT :-

- 5.1**
- Upon acceptance of offer, the successful bidder shall deposit the prescribed amount of security deposit, before start of the work.
 - The total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.
 - The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:
 - i) Electronic Fund Transfer mode via following link : <https://www.bhelbpl.co.in/qcins/iccs.htm>
 - ii) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/cBHEL,Bhopal)
 - iii) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL, Bhopal)
- 5.2** At least 50% of the required Security Deposit, including the EMD, should be collected 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.
- If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.
- 5.3** The Security Deposit shall not carry any interest.

6 RETURN OF SECURITY DEPOSIT :

The Security deposit shall be refunded to the firm, only after minimum 3 months, of successful completion of the contract, after producing "Clearance and No Dues Certificate" from the concerned executive.

7 AGREEMENT SIGNING :-

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

8. RESPONSIBILITIES OF THE FIRM :-

8.1 General Responsibilities:-

a) The firm shall follow all the statutory compliances/prevailing Industrial / Labor laws/ Govt. laws, as amended from time to time.

b) The firm shall pay all taxes, fees, license charges which may be him or otherwise as deemed fit.

c) The firm shall ensure that no damage is caused to any person/any existing work/property of BHEL/other parties working inside the factory. If any such damage is caused, it shall be the responsibility of the firm to make good the losses and compensate the affected parties at his own cost.

d) The firm shall fully indemnify BHEL/its customer against all claims of whatever nature arising during the course of execution of this contract due to acts of the firm/their personnel.

e) Gate Pass for entry into BHEL Factory would be required for all the persons deployed by the firm. The firm 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.

f) Firm shall maintain a Wages register showing the following details clearly, for each month, exclusively contract / area wise :-

I. Measure of work (or attendance) for which worker is entitled for wages.

II. Wages paid,

III. PF and ESI deduction from each worker & by firm,

One copy of wages record shall be furnished every month, for inspection purpose, of various labour authorities. Firm shall preserve all such wages records and other records, up to as specified by Labor laws and at least up to the security deposit clearance.

g) Firm shall furnish the following certificates duly applicable for the working year whenever desired by BHEL.

I. Annual returns & inspection certificates of PF and ESI.

II. Monthly challans of PF and ESI.

h) The firm shall ensure that the employees deployed by them restrict their movement in the area earmarked.

8.2 Technical responsibilities :

- a) Firm shall perform RT activities as per directives of BHEL –NDT engineer.
- b) Only qualified workers shall be deployed to execute the work.
- c) The work shall be done under the full time and complete administrative & technical supervision of nominated person appointed by the firm.
- d) Working time can be any time during Ist/ IInd / IIIrd shifts as required by BHEL including Sundays & Holidays. Normal working hours in the plant is 8 hours.
- e) The firm shall complete the allotted work, meeting all norms & safety parameters to the satisfaction of Quality Control- NDT Engineer.

9 PAYMENT TERMS:

- 9.1 Payment shall be made, as per clause 10 (Terms of Payment) of NIT. Firm shall submit their clear & legible bills (in duplicate) on monthly basis, duly verified by concerned engineer through Measurement book.
- 9.2 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.
- 9.3 GST shall be paid, as per Govt. rules, to the firm against running actual, on documentary evidence. The GST shall be paid extra and over the quoted rate.
- 9.4 No interest shall be payable by BHEL on Earnest Money, Security Deposit or on any money due to the firm by BHEL.
- 9.5 Firm shall arrange his own finance for smooth execution of contract, wages payment, other statutory payments to his employees and all other agreed conditions. Payment against running bills, on achievement of milestones, will have no relation with the payment schedule of firm for wages etc. of their personnel.

10 PENALTY:

For delays beyond the specified schedule, if attributable to the firm; Penalty may be imposed , at the specified rate, if any in NIT, maximum up to the ceiling of 5% of the contract value for the allotted work.

11 FORCE MAJEURE:

The following shall amount to force majeure conditions:

Acts of God, act of any Government, War, sabotage, riots, civil commotion, police action, flood, fire, cyclone, earthquake, epidemic and other similar causes over which, no contractor has any control. In such cases, firm shall resume their operations, after reasonable and mutually agreed time.

12 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 RIGHTS OF BHEL :

BHEL reserves to itself, the following rights without entitling the Contractor to any compensation :-

Resorting to any, some, all of the actions like Contract termination, recovering the dues/ losses from the Security Deposit and the contract amount, forfeiting the Security Deposit, getting the work done through other agencies at the cost of the contractor, cancellation of registration, banning the business with BHEL etc., in any event of the followings:

- a) Contractor's repeated poor performance, withdrawal from or abandonment of the work, except in force majeure conditions.
- b) Serious lapse in performance, Persistence disregard of the BHEL instructions.
- c) Insolvency of the contractor.
- d) Assignment, transfer, subletting of the contract work without BHEL's written permission.
- e) Non-fulfilment of any contractual obligations or obligations under the law.

- 14** '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 the contract.
- 15** **Attendance record of contract workers** - "The contractor should maintain an Attendance register against each work order in respect of the contract labours deployed by him in that department. The contractor shall record the daily attendance of the workers. The register shall bear the daily signature of contract workers & contractor. The register shall at all the times of work, be available at the place of work/deptt. Attendance register shall be maintained in the format of Form No XVI as per CL (R&A) Central rules 1971 and available on CLC web page. If during any inspection, the attendance register is not found at the place of work, the contract is liable to be short closed/ terminated. " it shall be specifically provided that BHEL reserves the right to reject any labour technically unsuitable.
- 16** **Wage record of contract workers** - "The contractor should maintain a Wage Register against each work order in respect of the contract labourers deployed by him in that department. Wage Register shall be maintained in the format of Form No. XVII/XVIII as per CL (R&A) Central Rules 1971 and

available on CLC web page. The Wage Register shall be based on the Attendance Register as mentioned above. The Contractor shall issue Wage Slip to each contract worker, every month on the last day of the wage month. Wage slip shall be as per the CLC format available at CLC Web page. The Contractor shall pay wages not later than 7th of the succeeding month. The Wage Register shall bear the PF and ESI nos. of the workers."

17 Compliance of PF/ ESI deductions –

(i) "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 .

(ii) Contractor shall submit following Certificate for each contract separately.

" It is certified that PF challans of the amount ----- pertains to my workers whose names are appearing in the wage sheet of the month ----- and these workers are engaged in ----- (type of work) against work Work order no. ----- in ----- (name of department).

18 OTHER STATUTORY GUIDELINES :

18.1 ESI card based Labour Entry –"Only those workers shall be allowed entry into Factory premises who have valid ESI card."

18.2 Contractor shall submit Police Verification of all his workers.

18.3 Shoes & helmet for contract workers- Contractor to ensure that contract workers shall be using shoes, helmet & all safety gadgets required. In case of non-compliance contract worker shall not be allowed to work.

18.4 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."

18.5 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."

18.6 In case of open tender, a clause shall be inserted in the tender condition which disqualifies a tenderer from participating in any tender where his relatives are working.

18.7 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 contracts (if any).