

## **PQC & General Terms and Conditions of the contract**

### **1.0 Pre-Qualification Criterion**

- 1.1 The party must have experience of at least 5 years in the manufacturing/ maintenance of different types of mechanical/ electronic weighing machines such as counter scale, bench scale, analytical balance, dormant scale, portable scale (dial type included), electronic scale, electronic counter scale etc. Party needs to submit its product brochure and some sale receipts of last five years as proof.
- 1.2 Average annual Financial Turnover during the last 3 years ending 31<sup>st</sup> March of the previous financial year i.e. 2018-2019 should be at least Rs. 1.37 Lakh (One Lakh Thirty-Seven Thousand Rs Only.). Party shall submit copy of return filed for the mentioned year.
- 1.3 Party has to submit proof of experience of having successfully undertaken annual maintenance contract/ repair work in any organization having 10 or more mechanical/ electronic weighing machines during last 7 years ending last day of month previous to the one in which applications are invited i.e. July 2020. The proof shall be for either of the following:
  - a. Completed Three annual maintenance contract/ repair work costing not less than the amount equal to Rs.1.83 Lakh (Rs. One Lakh Eighty-Three Thousand only).
  - Or
  - b. Completed Two annual maintenance contract/ repair work costing not less than the amount equal to Rs.2.29 Lakh (Rs. Two Lakh Twenty-Nine Thousand Only).
  - Or
  - c. Completed One annual maintenance contract/ repair work costing not less than the amount equal to Rs.3.66 Lakh (Rs. Three Lakh Sixty-Six Thousand Only).

Party shall submit copy of old work orders fulfilling any of the three condition above.
- 1.4 Apart from this the party shall have valid registration with Weights and Measures department, Government of Madhya Pradesh. License copy needs to be submitted to BHEL with tender documents.

### **2.0 Contract Agreement**

Before award of contract, the contractor will be required to execute a contract agreement with BHEL, Bhopal on judicial stamp paper of Rs 500/-. The cost towards this shall be borne by the contractor.

### **3.0 Contractor's Labor / Worker while working inside:**

The contractor shall engage sufficient staff to ensure the Workmanship quality to the degree specified in the contract.

### **4.0 Work during the Night, Weekly off and Holidays:**

- 4.1 The normal working shift hours of the plant is 7.00 AM to 5.00 PM, But the contractor may be required to work beyond the normal working hours.
- 4.2 Work may be carried out during night, factory weekly off and public holidays, with the prior written permission of BHEL.

### **5.0 Nuisance:**

The contractor shall not any time do, cause or permit any nuisance at the work site or do anything that causes unnecessary disturbance or inconvenience to other workers.

### **6.0 Earnest Money Deposit:**

Tenderer has to furnish EMD of Rs.9,160/- for securing fulfilment of any obligations in terms of the NIT.

#### 6.1 **Acceptance of EMD:**

The EMD may be accepted only via Electronic Fund Transfer credited in BHEL account (before tender opening)

#### 6.2 **Forfeiture of EMD**

EMD by the Tenderer will be forfeited as per NIT conditions, if:

- i) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
- ii) The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.
- iii) EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant “Guidelines on Suspension of business dealings with suppliers/ contractors” and forfeited/ released based on the action as determined under these guidelines.
- iv) EMD shall not carry any interest.
- v) EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of award of work.
- vi) EMD of successful tenderer will be retained as part of Security Deposit.

### 7.0 **Security Deposit**

The contractor shall submit Security Deposit towards fulfilment of any obligations in terms of the provisions of the contract at the rate of 5% of the contract value.

#### 7.1 **Mode of deposit:**

The balance amount to make up the required Security Deposit of 5% of the contract value may be deposited in the following forms:

- ii) Electronic Fund Transfer in favor of BHEL.
- iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- iv) 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/c BHEL)
- v) 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 favor of BHEL).

Note: BHEL will not be liable or responsible in any manner for the collection of interest on SD or renewal of the documents or in any other matter connected therewith).

- vi) Security deposit can also be recovered at the rate of 10% from the bills. However, in such cases at least 50% of the security deposit should be deposited before start of the work and the balance 50% may be recovered from the running bills.
- vii) Security deposit shall not carry any interest.

### 8.0 **Work Insurance:**

Contractor shall insure their staff as per the workman's compensation act if applicable.

## 9.0 Safety Liability

- 9.1 The contractor shall provide all the necessary instructions and health & safety equipment pertaining to health & safety to their employees while working near critical area such as electroplating, furnace, ovens, High Voltage area etc.
- 9.2 In case if non-compliance of safety rules are observed, while executing the work, the work order will be cancelled.

## 10.0 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.

**Victim:** Any person who suffers permanent disablement or dies in an accident as defined below.

**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/ offices and precincts thereof, project execution, erection and commissioning, services, repaired 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 / Offices / townships and premises / Project sites .

### **Compensation in respect of each of the victims:**

In the event of death or permanent disability resulting from loss of both limbs: Rs 10,00,000/- (Rs Ten Lakh)

In the event of other permanent disability: Rs 7,00,000/-(Rs. Seven Lakh)

**Permanent Disablement:** A disablement that is classifies as a permanent total disablement under the provision to Section 2 (I) of the Employee`s Compensation Act, 1923.

## 11.0 Statutory Liability

- 11.1 All statutory requirement under Minimum Wages Act.1948, Payment of Wages Act, 1936. Workmen Compensation Act. 1923, EPF & MP Act. 1952, Payment of Gratuity Act. 1972, ESI Act, 1948, The Contract Labor (R&A) Act, 1970, Payment of Bonus Act, 1965, Income Tax Act, Service Tax Act and all other applicable Acts shall be complied with by the contractor.
- 11.2 Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.
- 11.3 Contractor to provide PF pass book to his employees and ensure payment of PF, EDLI, pension dues under EPF & MP Act. 1952 to the RPFC.
- 11.4 Contractor shall ensure payment of ESI contribution under ESI Act. 1948 and provide ESI membership No/Card of each employee.
- 11.5 Contractor shall produce proof of deductions as well as remittances of PF EDLI, Pension, ESI contribution, administrative charges etc. wherever applicable and shall maintain proper records. Contractor to issue wage slips to his employees.
- 11.6 Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.
- 11.7 Contractor shall indemnify BHEL against all claims and losses under various Labor Laws, statutes or any civil or criminal law in connection with employee deployed by him.
- 11.8 The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
- 11.9 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.
- 11.10 Contractor should have independent code number/exemptions under EPF & MP Act. 1952 and

ESI Act, 1948 and shall cover his employees under the said codes.

## **12.0 Rights & Obligation of BHEL**

- 12.1 In case the contractor does not carry out the Contractual/ Statutory obligations or the services rendered by him are found to be unsatisfactory, BHEL shall bring the same to his notice and he will be obliged to discharge the obligations and rectify the deficiency/anomaly within three days' time failing which, BHEL reserves the right to terminate the contract without assigning any reason whatsoever. In such an event, no damages will be payable for short closure of the contract.
- 12.2 If the Contractor commits default in complying with any of the terms conditions of the contract and does not remedy it or take effective steps to remedy in within three days after a notice in writing is given by Engineer-in-charge failing which BHEL reserves the right to terminate the contract without giving any reasons thereof.
- 12.3 If the contractor shall offer or give or agree to give to any person in M/s BHEL, Bhopal services or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for obtaining or execution of, or any act in relation to, this or any other contract for the Company/Corporation, BHEL reserve the right to terminate the contract.
- 12.4 Without prejudice to the aforesaid clause, either of the parties can terminate the contract by assigning some valid reason by giving 90 days' notice in writing in advance.
- 12.5 Cancellation of contract may be either for whole or part of contract at BHEL's option. In event of termination of contract in whole or part BHEL may procure upon such terms and in such manner as deemed appropriate, supplies or services similar to those so terminated and contractor shall be liable to BHEL for any excess costs for such similar supplies or services provided that the contractor shall continue the performance of this contract to extent not terminated under provision of this clause.
- 12.6 The decision of BHEL regarding interpretation of any terms and conditions set forth in the Agreement shall be final and binding on the contractor.  
  
The award of the arbitrator shall be final and binding on both the Parties. The venue of the Arbitration shall be Bhopal in India.
- 12.7 The Award to be given by the Arbitration shall be a speaking award. All questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of Bhopal Courts.

## **13.0 Arbitration and Law:**

Except where otherwise provided for contract, all questions and disputes relating to meaning of specifications, designs, drawings, & instruction herein before mentioned and as to quality of workmanship of materials used on work or as to any other, question, claim, right, matter or thing whatsoever in any way arising out of or relating to contract, design, drawing, specifications, estimates, instructions, orders, or these conditions or otherwise concerning the works, or the execution or failure to execute same whether arising during the progress of work or after completion or abandonment thereof shall be referred to sole arbitration of Gen. Mgr. of BHEL, Bhopal and if Gen. Mgr., is unable or unwilling to act to the sole arbitration, of some other person appointed by Gen. Mgr. willing to act as such arbitrator. There will be no objection if arbitrator appointed is an employee of BHEL & that had to deal with matters to which the contract relates & that in course of his duties, as such he had expressed views on all or any of the matters in dispute or difference.

Arbitrator to whom matter is originally referred being transferred or vacating his office or being unable to act for any reason, such Gen. Mgr. as aforesaid at time of such transfer, vacation of office or inability to act, shall appoint another person to act as arbitrator in accordance with terms of contract. Such person shall be entitled to proceed with reference from the stage at which his predecessor left it. It is also a terms of this contract that no person other

than person appointed by such Gen. Mgr, as aforesaid should act as arbitrator & if for any reason that is not possible, matter is not to be referred to arbitration at all. In all case where amount of claim in dispute is Rs. 50,000/-(Rs. Fifty Thousand) & above, arbitrator shall give reason for award.

Subject as aforesaid provision of Arbitration and Conciliation Act, 1996, or any statutory modification/reconditioning or reactant thereof and the rules made there-under and for the time being in force shall apply to arbitration proceeding under this clause.

It is a term of the contract that party involving arbitration shall specify dispute or disputes to be referred to arbitration under this clause together with amount or amount claimed in respect of each dispute. Arbitrator(s) may from time to time will consent of the parties enlarge time for making and publishing award.

The work under Contract shall if reasonably possible continue during arbitration proceedings and no payment due or payable to contractor shall be withheld on account of such proceedings. Arbitrator shall be deemed to have entered in reference on the date of first hearing. Arbitrator shall give a separate award in respect of such dispute or difference referred to him. Venue of arbitration shall be such place as may be fixed by arbitrator in his sole discretion. Award of arbitration shall be final, conclusive and binding all parties to this contract.

#### **14.0 Conciliation Clause for Conducting Conciliation Proceedings Under the BHEL Conciliation Scheme, 2018**

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:

- 14.1 No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.
- 14.2 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.

The Annexure ----- together with its appendices will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in these GCC.

Dy. Manager, TSD

AGM, TSD