



BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL
General Terms and Conditions for inviting Tenders and
Awarding Contract
Enquiry No. CMX/AC/1920/056

Annexure-III
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Sub : Annual Maintenance Contract (comprehensive in nature) for storage type water cooler-cum water purifier 80 ltr. & 120 ltr. Capacity, for Two years.

Definitions:-

- A) "Company" shall Mean Bharat Heavy Electrical Limited Bhopal, a company incorporated under the companies Act' 1956, and having its registered office at BHEL House, Siri Fort, New Delhi – 110045 here in after referred to as BHEL and includes a duly authorized representative of the company or any other person empowered in this behalf by the company to discharge all or any of its functions.
- B) "Accepting Authority" shall mean the Head of the WE&CS / (CMX-AC) Section or any other person authorized by him.
- C) "The contractor" shall mean the notice inviting the tender and acceptance there of and the formal agreement if any, executed between the Bharat Heavy Electricals Ltd. Bhopal and the contractor together with the documents referred to there in including these conditions, and any Special conditions, specifications, designs, drawings etc. These documents taken shall be deemed to form one contract and shall be complementary to one another.
- D) The "Contractor" shall mean the individual or firm or company whether incorporated or not, under taking the work and shall include legal representatives of such individual or persons composing such firm or incorporated company or successors of such person, as the case may be and permitted of such individual or firm or company.
- E) The "Contract sum" shall mean the lump sum for which the tender is accepted in the case of lump sum contract and in the case of item rate the total cost of the works arrived after extension of quantities shown in schedule of quantities by the item rates quoted by the tenderer for various item.
- F) A "Day shall mean a day of 24 hours from midnight to mid night" Irrespective of the number of hours worked in that day.
- G) A week shall mean seven days without regard to the number of hours worked in any day in the week.
- H) The "work" shall mean the work to be executed in accordance With the contract or part(s) there of as the case may be and shall include all extra, additional, altered or substituted Work or temporary and urgent work as required for performance of the contract.
- I) "Engineer-in-Charge" shall mean the Engineering-officer appointed by the accepting authority, who shall direct, supervise and be in-charge of the work for purpose of this contract.

SCOPE OF PERFORMANCE

2.0 Contract Documents:

The contractor shall be furnished free of charge, two certified true copies of the contract documents. He shall keep one copy of this document on the site in good order, and the same shall as all, reasonable times, be available or inspection and use by the Engineer-in-charge or his representatives or by other Inspecting officers.

- 2.1 None of document shall be used by the contractor for any Purpose other than that of this contract.
- 2.2 The contractor shall take necessary steps to ensure that all persons employed on any work in connection with this contract have noticed that Indian Official Secrets Act, 1923, applies to them and shall continue so to apply even after the execution of such work under the contract.

3.0 Work to be carried out:

The work to be carried out under the contract shall except as otherwise provided in these conditions, include all Labour

- 3.1 The contractor shall have his own arrangements for all the tools & tackles, etc. required for the execution of work to the entire satisfaction of the Engineer-in-charge.

4.0 Inspection of work before submission of tender:

The contractor shall examine the quantum of work and shall satisfy himself before submitting his tender. He shall himself asses the requirement of materials, contingencies and other circumstance which may affect or influence his tender, no extra charges on any misunderstanding or otherwise shall be allowed.

5.0 Sufficiency of the tenderers :

The contractor shall be deemed to have satisfied himself before tendering as to correctness and sufficiency of his tender, the work and prices. This shall except as otherwise provided all obligation under the contracts all matters and things necessary for the proper completion and maintenance of the works.



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6.0 Discrepancies and adjustment of errors:

The several documents forming the contract are to be taken as mutually explanatory of one another. If there are varying or conflicting provisions made in any document forming part of the contract, the accepting authority shall be the deciding authority with regard to the intention of the document. Any error in description, quantity or rate or any omission these form shall not initiate the contract or release the contractor from execution of whole or any part of work comprised. These and according to drawings and specification or from any of his obligation under the contract.

7.0 Earnest Money Deposit & Security Deposit :

7.1 Earnest Money **Rs.71244/-** to be submitted before tender opening and receipt of the same to be submitted along with the Tech-Bid (Part-I)

Modes of deposit :- EMD may be accepted only in the following forms –

- i) Cash deposit as permissible under the extant Income Tax Act (before tender opening)
- ii) Electronic Fund Transfer (EFT) credited in BHEL account (before tender opening)
- iii) Banker's cheque / Pay order / Demand draft, in favour of BHEL (along with offer)
- iv) Fix Deposit Receipt (FDR) issued by scheduled bank / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of Contractor, A/c BHEL)
- v) EMD / SD / Tender Fee also accepted in electronic Mode, which can be deposited on line through following link as mentioned below :

<https://www.bhelbpl.co.in/qcins/iccs.htm>

7.2 Security Deposit:

Security Deposit means the security provided by the Contractor towards fulfillment of any obligations in terms of the provisions of the contract.

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 in favour of BHEL
- ii) Bank Guarantee from Scheduled Banks/Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- iii) Fixed Deposit Receipt (FDR) 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)
- iv) 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)

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

8.0 Inspection and Approval:

- 8.1 All work embracing more than one process shall be subject to Examination and approval at each stage there of and the contractor shall give due notice to the Engineer-in-charge or his authorized representative when each stage is ready.
- 8.2 No work shall be covered up or put out of view without the approval of Engineer-in-charge or his representative and the contractor shall afford full opportunity for examination of any work, which is about to be covered up or put out of view. In the event of the failure of the contractor to do as aforesaid, if required by Engineer-in-charge he shall uncover such work at contractor's own expenses.
- 8.3 Company officer concerned with the contract, shall have powers at any time to inspect and examine any part of the work and the contractor shall give such facilities as may be required for such inspection and examination.

9.0 Penalty for Delay of Work:

As per clause 10 of Scope of work (Annexure – 1)



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10.0 Contractor's Labour/Worker while working inside :

10.1 Contractor shall furnish to the Engineer-in-charge a complete list of the persons engaged on the work with the following details.

a) Name (b) Age (c) Trade

Change over subsequently if any shall be furnished by the contractor to the Engineer-in-charge.

10.2 The contractor shall comply with the contractor's obligations & statutory compliances for work contract as per Annexure - IV and it shall be the part of agreement of this contract.

11.0 Nuisance:

The contractor shall not any time do, cause or permit any nuisance on the work site or do anything shall cause unnecessary disturbance or Inconvenience to other workers.

12.0 General Terms :

12.1 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.

12.2 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.

13.0 Terms of Payment :

As per clause 13 of Scope of work (Annexure – 1)

14.0 Defects liability period – Guarantee :

The contractor shall guarantee the executed work for satisfactory performance during the contract period, after two months of completion of WO, SD will be released.

15.0 Rights & Obligation of BHEL :

- a) 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.
- b) 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 with in 3 days after a notice in writing is given by Engineer-in-charge failing which BHEL reserves the right to terminate the contract.
- c) The cancellation of the contract may be either for whole or part of the contract at BHEL's option. In the 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 the 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 the extent not terminated under the provisions of this clause.
- d) 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 (M.P.) in India.
- e) 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 Bhopal (M.P.) Courts.

16.0 Income Tax - Deduction at source will be as applicable from time to time.

17.0 Central Government GST or as applicable. Which will be deposited by the contractor, you must be clearly indicated in the "Schedule for Rates".



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18.0 Arbitration and Law.

- Except where otherwise provided for the contract, all questions and disputes relating to the meaning of the specifications designs, drawings, and instruction here in before mentioned and as to the quality of workmanship of materials used on the work or as to any other, question, claim, right, matter or thing whatsoever in any way arising out of or relating to the 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 the work or after the completion or abandonment there of shall be referred to the sole arbitration of the General Manager of WEX, BHEL, Bhopal and if the General Manager, is unable or unwilling to act to the sole arbitration, of some other person appointed by the General Manager willing to act as such arbitrator. There will be no objection if the arbitrator is appointed is an employee of BHEL and that had to deal with the matters to which the contract relates and that in the course of his duties, as such he had expressed views on all or any of the matters in dispute or difference.
- The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, such General manager as aforesaid at the time of such transfer, vacation of office or inability to act, shall appoint another persons to act as arbitrator in accordance with the terms of contract. Such person shall be entitled to proceed with the reference from the stage at which his predecessor left it. It is also a terms of this contract that no person other than a person appointed by such General Manager, as aforesaid should act as arbitrator and if for any reason, that is not possible, the matter is not to be refereed to arbitration at all. .
- Subject as aforesaid the provision of the arbitration Act, 1940, or any statutory modification/reconditioning or reactant thereof and the rules made there under and for the time being in forces shall apply to the arbitration proceeding under this clause.
- Subject as aforesaid the provision of the arbitration Act, 1940, or any statutory modification/reconditioning or reactant thereof and the rules made there under and for the time being in forces shall apply to the arbitration proceeding under this clause. It is a term of the contract that the party involving arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amount claimed in respect of each dispute. The arbitrator (s) may from time to time will consent of the parties enlarge the time for making and publishing the award.
- The work under the contract shall if reasonably possible continue during the arbitration proceedings and no payment due or payable, to the contractor shall be with held on account of such proceedings. The arbitrator shall be deemed to have entered in the reference on the date of the first hearing. The arbitrator shall give a separate award in respect of such dispute or difference referred to him. The venue of arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The award of the arbitration shall be final, conclusive and binding all parties to this contract.

19.0 Jurisdiction:

The jurisdiction in all cases shall be at Bhopal.

20.0 Discrepancy In Words & Figures· Quoted In Price Bid:

- i) If in the price structure quoted for the required goods / services / works, 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/finance there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly. jurisdiction in all cases shall be at Bhopal.
- ii) 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
- iii) 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 (I) and (II) above.
- iv) If there is such discrepancy in an offer, the same will be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser/finance, the bid is liable to be ignored
- v) Bid should be free from correction, overwriting, using corrective fluid, etc. any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature (s) of person(s) signing the bid else bid shall be liable for rejection.