

## GENERAL TERMS AND CONDITIONS OF THE CONTRACT

### 1.0 Definitions :

- A) "Company" shall mean Bharat Heavy Electricals Limited having its registered office at New Delhi 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 ~~TSD~~ <sup>MM</sup> or any other person authorized by Head of ~~TSD~~ <sup>MM OR SR DGM (MM)</sup>
- C) "The contract" 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.   
together these documents taken <sup>together</sup> 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, undertaking the work and shall include legal representatives of such individual or persons composing such firm or incorporated company or successors of such person, firms or company as the case may be and submitted assignees of such individual or firm or company.
- E) The "Contract sum" shall mean the lump sum for which the tender is accepted.
- F) 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.

### 2.0 Scope and Performance :

#### Contract Documents :-

The contractor shall furnish, 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 at all, reasonable times, be available for inspection and use by the BHEL.

- 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, 1823, 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 replacement of parts and supply of consumables except paper which may be required for full and entire execution and completion of the work.



- 3.1 The contractor shall have his own tools & tackles, instruments, consumables etc. required for the execution of work.
- 3.2 Successful vendor will ensure to stock all the spares, and other consumables at Bhopal local office and also post, suitable number of well trained service engineers for giving regular service for attending the call within 2 hours of the complaint made.
- 4.0 Security Deposit :
- 4.1 The contractor shall submit security deposit as mentioned below before start of work :-

|                                       |   |   |
|---------------------------------------|---|---|
| Up Rs. 10 Lakhs                       | - | 10%   |
| Above Rs. 10 Lakhs up to Rs. 50 lakhs | - | 1 lakhs + 7.5% of the amount exceeding Rs. 10 lakhs   |
| Above Rs. 50 Lakhs                    | - | Rs. 4 lakhs + 5% of the amount exceeding Rs. 50 lakhs |

- 4.2 Security deposit may be furnished in any one of the following forms.
- Cash
  - Pay order, Demand Draft in favour of BHEL.
  - Local cheques of schedule banks, subject to realization.
  - Securities available from Post offices such as National Savings Certificates, Kissan Vikas Patras etc (Certificates should be held in the name of Contractor furnishing the security and duly pledged in the favour of BHEL and discharged on the back).
  - Bank Guarantee from Scheduled Banks / Public Finance Institutions as defined in the Companies Act subject to a maximum of 50% of the total security deposit value. The balance 50% has to be remitted either by cash or in the other form of security. The Bank Guarantee format should have the approval of BHEL.
  - Fixed Deposit Receipt issued by Scheduled Bank / Public Finance Institutions as defined in the Companies Act. The FDR should be in the name of the contract or, A/C BHEL, duly discharged on the back.
  - 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.
  - EMD of successful tenderer shall be converted and adjusted against the security deposit.
  - The security deposit shall not carry any interest.

5.0 Contractor's staff while working inside :

- 5.1 The contractor shall ensure that quality prints are produced in the machines.
- 5.2 The contractor shall furnish to the BHEL the following details before deputing the staff.

(a) Name      b) Age      (c) Educational Qualification      (d) Technical Qualification



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5.3 The contractor shall comply with the provision of the payment of wages/Act 1936, minimum wages act 1948 Employee Liability Act 1938, Workman's compensation Act 1923, Industrial dispute Act 1947, Maternity benefit Act 1961 or any modifications there/of or any other rules relating there to and rules and regulations time to time.

5.4 The contractor shall indemnify to the Company / Corporation against any payments to be made under and for observance of the regulations aforesaid without prejudice to his right to claim indemnifies from his sub-contractors

6.0 Safety code :

6.1 The Contractor shall at his own expense arrange for the safety provisions.

6.2 All safety measures shall be observed while carrying the job assigned. Contractor shall supply all the required personal protective equipments

7.0 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.

8.0 Work Insurance:

Contractor shall insure their men as per the workman's compensation act.

9.0 Work during the Night, Weekly off and Holidays :

9.1 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 shift.

9.2 Work may be carried out during night, factory weekly off and public holidays, with the prior written permission of BHEL.

10.0 Payment Terms:

Payment shall be made against the running and final bills, based on Monthly Rent, Deduction if any, actual reading and duly certified by TSD.

11.0 Cancellation/Termination of contract in full or part :

If the contractor;

- a) At any time make default in proceeding with the work with diligence and continues to do so after a notice in writing of 7 days from BHEL.
- b) Commits default in complying with any of the terms conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given by BHEL.
- c) 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 on inducement or reward for doing or for bearing to do or for having done or for borne to do any act in relation to the obtaining or execution of this or any other contract for the Company/Corporation.
- d) Shall obtain a contract with the company/corporation as a result of re-tendering or other non-bonafide methods competitive tendering then the Accepting Authority may without prejudice to any other right to remedy can cancel the contract in full or part.
- e) In case the contractor abandons the works in between, the company without prejudice to any other right or remedy be at liberty to get the unfinished work completed at the risk and cost of the contractor/reconditioning agency.

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Jurisdiction :

The Jurisdiction in all cases shall be at <sup>Shenbi</sup> ~~Khopal~~ alone.

Signature of the  
Issuing officer  
Date

Signature of the  
Contractor  
Date



# INSTRUCTIONS TO CONTRACTORS

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ANNEXURE - VI

## STATUTORY COMPLIANCES TO BE ENSURED BY WORK ORDER AUTHORITY FOR JOB / WORK / LABOUR CONTRACT

- 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.
- 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.
- 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.
- Contractor shall observe Provisions of the Factories Act in respect of working hours, holidays, rest intervals, leave and overtime to his employee. No work shall be done on second/third shift, overtime, Sundays or on other declared holidays without written permission.
- Contractor shall obtain Police Verification of all his workers.
- 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 order no. ----- in ----- (name of department).

Signature of Contractor

### PAYMENT OF WAGES

- Contractor shall be responsible for making payment of wages through Bank/Cheque before expiry of 7 days from the last day of wage period and to ensure disbursement of wages in the presence of the authorised representative of contract operating division & representative of HR who shall record under his signature at the end of entries in the Register of wages in the following form
- "Certified that the amount shown in column no. .... has been paid to the workers concerned in my presence on date ..... at time....."
- 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.

### SAFETY AND DISCIPLINARY ACTION

- Contractor shall ensure that his employee do not indulge in any unsafe or hazardous practices. They use safety equipment such as safety belts, safety shoes, goggles,



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helmet and masks where use of such equipment is required in day-to-day operations. All such safety gadgets will be provided by the contractor failing which the contract operating division will provide safety equipment to such employee of the contractor at the cost of the contractor to be recovered from his bills. Contractor shall fully indemnify BHEL against any claim for damages for injury to person or property resulting from such accidents. (19)

- Contractor to ensure that employee deployed in the premises is physically and mentally fit and do not have any criminal record.
- 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 advise of Contracting officer.
- 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. Wherever necessary, the Cap shall be integral part of the uniform
- Contract awarded is liable for termination for any contravention of statutory provisions or any other reasons without assigning any explanation or notice to the contractor.
- Contractor shall fully comply provisions of various applicable labour laws

#### **RECORDS & INFORMATION TO BE FURNISHED BY CONTRACTOR**

- Contractor shall maintain neatly, completely and legibly registers, records, reports and returns for inspection by various authorities at short notice.
- Contractor shall submit the details of work awarded to him by other departments indicating work order No., nature of work and maximum number of workers employed etc.
- Contractor shall provide information as required in respect of all his employees employed by him to enable the contract operating division to monitor compliance of P.F./ESI and also to enable him to furnish information to Ministry and Labour deptt. as may be required.
- Contractor shall provide full particulars of each employee employed by him before start of the work and from time to time. He will also endorse a copy of returns furnished by him to the Labour Department under the Contract Labour (Regulation and Abolition) Act 1970.

#### **COMPLIANCE OF STATUTORY PROVISIONS**

- Contractor shall fully comply provisions of various applicable labour laws provisions of the ~~following~~ enactments and other enactments as applicable for such contracts.



# **STATUTORY INSTRUCTIONS TO CONTRACTOR**

## **1.0 STATUTORY REGISTRATIONS AND CLEARANCES – PRE-REQUISITES**

Contractor shall commence the work only after obtaining :

1. Labour Licence
2. Provident fund codeno.
3. ESI code no
4. Registration no.
5. Notice of commencement in Form 6-A & Maintain Register of work Form 13.

## **2.0 CONTRACTOR SHALL ENSURE FOLLOWING WHILE EXECUTING CONTRACT**

1. Employment card as per rule no 76 of contract labour(Regulation & Abolition) MP rules,1973
2. Appointment letter to his employees.
3. Annual leave with wages including EL,CL, National Holiday & Festival holiday.
4. Leave record register.
5. Shall engage only adult workers who have attained the age of 18.
6. Work to be done on second/third shift, overtime, Sundays or on of declared holidays with written permission.
7. Obtain insurance cover for his employees/equipments, tools etc & t party insurance coverage at his own cost.
8. Remit Provident fund contributions in prescribed 3A & 6A forms
9. ESI contributions in Form 6
10. Submit challans of PF & ESI contributions every month.
11. Provide Personal protective equipments for his employees
12. Distribute wage slip each month to his employees
13. Ensure payment as per minimum wages act, 1948 in presence of and concerned dept representative.

14. Preferably Uniform to labours different from BHEL employees

15. Submit employee and employer contribution as per Shram Kalyan N Adhiniyam 1982.

### **3.0 PAYMENT OF WAGES ACT**

1. Those engaging 100 or more workman, should submit copy of standing orders.

2. Shall comply with the provisions of Factories Act.

### **4.0 ON COMPLETION OF WORK**

Submit PF & inspection report

Notice of completion - Form 25 A(8).

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