

**GENERAL TERMS AND CONDITIONS FOR INVITING RECONDITIONING  
TENDERS AND AWARDED CONTRACT.**

**1. DEFINITIONS:**

- a) "Company or Corporation" shall mean Bharat Heavy Electricals Limited having its Registered office at New Delhi and includes a duly authorised representative of the company/Corporation or any other person empowered in this behalf by the company or Corporation to discharge all or any of its functions.
- b) "Accepting Authority" shall mean the Head of the Maintenance Division or any other person authorised by him.
- c) "The contract" shall mean the notice inviting the tender and acceptance thereof 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. All these documents taken shall be deemed to form one contract and shall be complementary to one another.
- d) The "Contractor" shall mean the individual of 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 permitted assignee of such individual or firm or company.
- e) The "Contract sum" shall mean the lump sum for which the tender is accepted.
- f) A "Day shall mean a day of 24 hours from midnight" to midnight 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) thereof 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 works for purpose of this contract.

**2. 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 at all reasonable times be available for inspection and use by the Engineer-in-charge, his representatives or by other Inspecting officers.

2.1 None of the 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. THE 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 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 to the entire satisfaction of Engineer-in-charge.

3.2 Decision to replace or repair the worn out part shall be mutual on consent of the Engineer-in-charge or his any representative and the contractor. In the event of any controversy the decision of the Accepting Authority shall be final and binding.

#### **4. INSPECTION OF WORK BEFORE SUBMISSION OF TENDER :**

The contractor shall examine the quantum of work and shall satisfy himself before submitting his tender. He may get information regarding nature of defects but this shall not be the basis of quotation unless specified so. He shall himself, assess the requirement of material, replacement of worn out components, repairs, contingencies and other circumstances which may affect or influence his tender. No extra charges on any misunderstanding or otherwise shall be allowed.

#### **5. SUFFICIENCY OF TENDER :**

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 obligations under the contracts and all matters and things necessary for the proper completion and maintenance of the work.

#### **6. 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 one 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 commission these form shall not initiate the contract or release the contractor from execution of whole or any part of work comprised. These are according to drawings and specification or from any of his obligation under the contract.

#### **7. TIME AND EXTENSION FOR DELAY:**

The time allowed for execution, which shall be mutually agreed between the BHEL and the contractor and mentioned in the work order, along with these conditions shall be of the essence of the contract. The execution of the work shall commence from the 15th day after the date on which the Engineer-in-charge issues written order to commence the work on from the date of handing over the plant whichever is later unless specified otherwise elsewhere. If the contractor, commits default in commencing the execution of the work as aforesaid, company/corporation shall without prejudice to any other right or remedy be at liberty to cancel the order.

7.1 As soon as possible after the contract is concluded, the Engineer-in-charge and the contractor shall agree upon a time and progress chart. The chart shall be prepared in direct relation to the time stated in the contract documents for completion of the work. It shall indicate the forecast of the dates of commencement and completion of various activities to be done for completion of the work as per contract. This may be amended as necessary by agreement between the Engineer-in-charge and the contractor within the limitations of time imposed in the contract document and further to ensure good progress during the execution of the work. The contractor shall in all cases in which the time allowed exceeds one month complete 1/8th of the whole of the work before 1/4th of the whole time allowed in the contract has elapsed, 3/8th of the work before 1/2 of such time has elapsed and 3/4th before 3/4th of such time has elapsed.

7.2 If the work be delayed due to :

- a) Force majeure or
- b) Serious loss or damage by fire or
- c) Delay on the part of other contractor or company/corporation in executing work not forming part of contract or
- d) Non-availability of stores which are the responsibility of Company / Corporation to supply or
- e) Any other causes which in the absolute discretion of accepting authority is beyond contractor's control.

Then upon the happening of any such delay the contractor shall immediately give notice thereof in writing to the Engineer-in-charge but shall nevertheless constantly his best endeavors " to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-charge to proceed with the work.

7.3. Request for extension of time to be eligible for consideration shall be made by the contractor in writing within fourteen days of the happening of the event causing delay. The contractor may also, if practicable, indicate in such a request the period for which the extension is required.

7.4. The accepting authority may give a fair and reasonable extensions of time for completion of work, such extension shall be communicated to the contractor by the Engineer-in-charge in writing within the month of the date of the receipt of such request.

## **8. CONTRACTOR'S LABOUR WHILE WORKING INSIDE BHEL PREMISES:**

8.1. The contractor shall engage sufficient staff of the quality to ensure workmanship of the degree specified in the contract and to the satisfaction of the Engineer-in-charge. The contractor shall not employ indirectly or through subcontractor any staff whatsoever. written consent of the contractor in this behalf has to be incorporated in to the offer or otherwise is liable to be rejected.

8.2 The contractor shall furnish to the Engineer-in-charge a complete list of the persons engaged on the work giving 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.

8.3. The contractor shall comply with the provision of the payment of wages Act, 1936 Minimum Wages Act 1949, Employees Liability Act 1938. Workmen's compensation Act 1923, Industrial Dispute Act, 1947, Maternity act 1961 or any modification thereof or other rules relating their to and rules and regulations from time to time.

8.4. 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 claim indemnify from his subcontractors.

8.5. The contractor shall at his own expense arrange for the safety provisions as required by the Engineer-in-charge, in respect of all worker directly or indirectly employed for the work and shall provide all facilities to make arrangements and provide necessary facilities in connection there with. In case the contractor fails to make arrangements and provide necessary facilities the Engineer-in-charge shall be entitled to do so and recover the cost there of from the contractor.

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

8.7. The contractor shall either himself supervise the execution of the work or shall appoint competent man approved by the Engineer-in-charge to act on his behalf.

8.8. No work shall be carried out during night, factory weekly off and public holidays without the prior written permission of Engineer-in-charge.

## **9. INSPECTION AND APPROVAL:**

9.1. 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 authorised representative when each stage is ready.

9.2. 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.

9.3. Company/corporation officers 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.

## **10. COMPENSATION FOR DELAY:**

10.1. If the contractor fails to maintain the required progress in terms of work order or to complete the work and clear the site on or before the contract or extended date or period of completion, he shall without prejudice to

It is a term of the contract that the party invoking 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 such 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 on payment due or payable, to the contractor shall be with held on account of such proceedings. The arbitrator shall be deemed to have entered on the reference on the date the issues notify to both the parties fixing the date of the first hearing. The arbitrator shall give a separate award in respect of such dispute or difference refereed 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, and binding on all parties to this contract.

**15. JURISDICTION:** The jurisdiction in all cases shall be at Bhopal. Indian laws shall be applicable on all the statutory matters

**16. SECURITY DEPOSIT:**

a) The contractor shall permit the company at the time of making any payment to him for the work done under the contract to deduct such amount as will along with the E/M already deposited amount as per the prevailing rules of BHEL (The max. amount of the security deposit will be at the rate of 10%).

b) Refund of Security Deposit - The security deposit refundable to the contractor worked out on the basis of the value of work completed shall be refunded to the contractor on the Engineer-in-charge certifying in writing that the work has been completed as per work order against the submission of B/G as stated at payment terms for final stage.

c) On expiry of the guarantee period of one year on 2 shift basis from the date of successful handing over of reconditioned and retrofitted machine, the BG will be returned to the contractor on his demand by BHEL after satisfying with the performance of the machine.

d) Price Bid

It should include the total price of the offered package.

The Price Bid should contain only the price as indicated above. All the scope and terms and conditions should be indicated in the Techno-commercial separately.

Material cost and the labour cost should be quoted separately indicating taxes, duties & other charges separately.

The price of all the major items should be indicated separately.

Both the bids should be submitted separately in separate envelopes. The envelopes should be marked. To enable us to avail MODVAT credit for excise duty, all the relevant papers are to be submitted to BHEL.

The contractor would submit excise invoice cum gate pass in duplicate in the name of BHEL Bhopal to CRX Division at BHEL Bhopal. CRX Division would forward these documents to excise cell after affixing the consignment note number in the same.

Thanking You

Yours faithfully,  
Sr. Manager (CNC/WEX)  
For B.H.E.L. Bhopal

Encl.:-

- Specification for the work
- Tender
- Proforma for Bank Guarantee for Earnest Money
- General Terms & condition of BHEL, Bhopal.

# **INSTRUCTIONS TO CONTRACTOR FOR STATUTORY COMPLIANCES FOR JOB / WORK / LABOUR CONTRACT (Ref: - 10/99/PER(Fy)CLC)**

## **1.0 Statutory registrations and clearances**

Contractor shall commence the work only after obtaining valid Labour Licence, independent Provident fund no., ESI Registration no., Income tax no. and Clearance Certificate in respect of Provident Fund, ESI and Income Tax from respective enforcement authorities.

## **2.0 Appointment and termination of workers by contractor**

2.1 Contractor shall make appointment of his Employees only for a specific period and same shall be recorded in employment card. Appointment letter should clearly state that the services shall stand terminated on expiry of contract period or completion of the work.

2.2 Contractor shall have the sole discretion to decide on employing, rewarding or terminating the services etc. of his employees. However, his employees must possess such qualifications, experience, age requirement and medical and physical standards as required for the work awarded to the contractor.

2.3 In case of termination of services of any employee of contractor, the contractor will ensure that wage payment and other dues to his employee is made within 48 hours of termination of services of such employee. While termination of the services of any of his employee, the contractor will discharge all formalities as per the Industrial Dispute Act such as payment of retrenchment compensation and gratuity as due and admissible.

## **3.0 Leave with wages**

3.1 Contractor shall allow Annual leave with wages as under

3.2 One-day leave for every 20 days of work performed during preceding calendar year after completing 240 days of service in preceding calendar year.

3.3 Un-availed leave can be carried forward to next Calendar year but carry forward should not exceed 30 days. Leave should not be taken more than 3 times in a Calendar year and for which application before 15 days should be made.

3.4 In addition, 7 festival and 3 National Holidays and 7 days Casual leave shall also be availed by employee of contractor during the Calendar year.

3.5 Contractor shall maintain leave record register.

## **4.0 Attendance & Identification Card**

4.1 Contractor has to provide attendance card to his employee who will obtain endorsement of time of arrival at the work place and time of leaving the work place. The contractor shall maintain Attendance card which will be retained by his employee and will be handed over to the contractor after the end of each wage month.

4.2 Contractor shall provide to each of his employee an identification card which shall have his photograph verified by contractor, his name, place of work and name of the contractor.

## **5.0 Statutory obligations**

5.1 Contractor shall engage only adult workers who have attained the age of 18 years and female workers shall not be employed between 7 PM to 6 Am on all days including Sundays and Holidays.

5.2 Contractor shall observe local laws. As far as possible unskilled workers shall be engaged from the local areas only in which work is being executed.

5.3 Contractor shall not employ any inter-state migrant workmen as defined in the Inter-State Migrant Workmen Act in the establishment except by prior permission of the Principal Employer.

5.4 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.

5.5 In case a contractor employs women as his employee, he will discharge his obligation under law in respect of such women workers such as prohibition of engaging them during night-hours, prohibition of employing them for more than 9 hours per day, provision of creche facility, grant of maternity leave as per rules etc.

5.6 Payment of bonus under the Payment of Bonus Act, Payment of gratuity under the payment of Gratuity Act, will be the sole responsibility of the contractor.

## **6.0 PF & ESI Contribution & Returns**

6.1 Contractor shall remit Provident fund contribution of employee's together with Employer's within 15 days from the date of disbursement of wages to his employee. Monthly and annual returns in 3A & 6A prescribed forms should be submitted to the RPFC office, Bhopal. Present rate of employer share of PF is 13.61% and employee share is 12%.

6.2 Contractor shall remit ESI contributions of employee's together with employer's within 21 days of the last day of the calendar month in which the contribution falls due and shall send a return of contribution in Form 6 before 12<sup>th</sup> May and 12<sup>th</sup> November of every year alongwith receipted challans to ESI office. Present rate of employer share is ESI 4.75% and employee is 1.75%

6.3 Contractor shall submit a copy of latest PF& ESI returns and inspection reports from statutory authorities along with a copy of challans for having deposited PF & ESI contributions every month.

6.4 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

Note : - Similar certificate shall be submitted for ESI also.

6.5 Contractor shall fully comply all other formalities as per the PF & ESI statutory provisions and submit a copy of the same for replying to Statutory authorities in case of any complaints.

## **7.0 Contribution M.P. Welfare Board**

7.1 Contractor should ensure payment of contribution as per section 9 of “The M.P. Shram Kalyan Nidhi Adhiniyam 1982. Both employee's contribution and employer's contribution should be paid every year before 15<sup>th</sup> day of July and 15<sup>th</sup> day of January.

7.2 Presently, if the name of employee stands on the register of an establishment on 30<sup>th</sup> June and 31<sup>st</sup> December respectively, the amount of contribution payable every six month by every employee shall be ONE RUPEES only and by an employer shall be THREE RUPEES payable every six months. The contribution payable by employer every six month shall not be less than Rs. 150/-

## **8.0 Medical care in case of accident**

8.1 It is the responsibility of contractor to undertake necessary care and make arrangement for transportation and the treatment of his employee at ESI Hospital. Medical treatment in emergency cases on written request of contractor shall be done in Kasturba Hospital for which the charges should be deposited in advance or BHEL is authorised to deduct the medical expenses from the bills of the Contractor. BHEL will have the right to deduct the medical expenses from the bills of the contractor.

8.2 Contractor should assist and guide his employees for claiming lawful benefits from ESI.

## **9.0 Supervision**

Contractor shall employ adequate number of competent and qualified supervisors to supervise and control his employee at the work spot during execution of work for effective supervision. They will also identify their employee and regulate entry at gate at the time of entering and leaving the factory. Name and address of the Supervisor shall be submitted to the concerned department by the contractor.

## **10.0 Payment of wages**

10.1 Payment shall be made by the contractor to his employees as per their category & nature of work, which shall not be less than the rates declared from time to time under Minimum Wages Act, by Govt. of M.P.

10.2 Over and above the daily wage rate, payment shall be made for leave with wages.

10.3 Contractor shall be responsible for making payment of wages 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 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.....”.

Signature of representative

10.4 Contractor shall distribute wage slip to his employee one day before the last day of the month.

10.5 Contractor shall furnish a copy of the Wage Bills after disbursement of wage to his employee duly witnessed by the nominated representative of the contract operating division. The contractor must note that this copy will be used by BHEL to make payment of wages for the subsequent month in the event of failure on the part of contractor to make payment of wage within the prescribed period. If payment of wage through this method in the absence of any other available document results in excess payment than what is due and admissible to the employee of the contractor, the responsibility for such excess payment will be that of the contractor.

## **11.0 Safety and disciplinary action**

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

11.2 Contractor shall take prompt disciplinary action as per “Model Standing Orders “ on the advice of Contracting officer.

## **12.0 Records & information to be furnished by contractor**

12.1 Contractor shall maintain neatly, completely and legibly registers, records, reports and returns for inspection by various authorities at short notice.

12.2 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.

12.3 Contractor shall provide information as required in respect of all of 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.

12.4 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 .

### **13.0 Security deposit & Indemnity Bond**

13.1 Contractor shall make Security Deposit to use this security amount to discharge any legal obligations otherwise cast on the contractor under the Contract Labour (Regulations and Abolition) Act, The Factories Act, Workmen Compensation Act, The Minimum Wages Act, The Payment of Wages Act, The Interstate Migrant Workmen Act or any other law for the time being in force. Security money shall remain upto 3 months after termination/ completion of contract. No interest shall be payable on such Security deposit.

13.2 Notwithstanding the above, in case of any financial loss incurred by company on account of contravention of Provident fund, ESI, Minimum Wages Act or any other act, rule and regulations the contractor shall be responsible to make good the loss incurred by the company.

13.3 The contractor will not engage any sub-contractor without a specific permission in writing and where so permitted he will furnish an Indemnity Bond. Indemnifying the BHEL from any actions of his sub-contractor(s) which may be involving extra financial liabilities.

### **14.0 Abandoning the work**

In the event of contractor abandoning the work or BHEL revoking the contract, BHEL shall deserve the right to get the unfinished work completed at the contractor's risk and cost.

### **15.0 Termination of Contract**

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.

### **16.0 Compliance of Statutory provisions**

16.1 Contractor shall fully comply with the provisions of the following enactments and other enactments as applicable for such contracts.

Contract Labour (R&A) Act 1970 and rules 1971.

Payment of Wages Act.

Minimum Wages act 1948, M.P. Rules 1958

Employees State Insurance Act 1948, Rules and regulations 1950

Employees Provident Fund Act 1952 and Pension Scheme 1995

Workmen's Compensation Act 1923

M.P. Industrial Relations Act 1960.

Factory Act 1948

Maternity Benefit Act 1961

Equal Emolument Act 1976

M.P.Shram Kalyan Nidhi Adhiniyam 1982

Payment of Bonus Act 1963

Payment of Gratuity Act 1971

Inter State Migrant Act



## **GUIDE LINES IN CASE OF ACCIDENT**

### **A. Steps to be followed:**

- 1) Locate the contractor & also inform CLC with the full details of the injured person and accident.
- 2) Take the injured person immediately hospital for first aid to.
  - a) ESI Hospital b)OHS of BHEL
- 3) The contractor should report the accident in form 16 to Manager (ESI), Sonagiri, Bhopal within 24 hours of accident.
- 4) After First aid treatment, the contractor should immediately take his employee for further treatment & admission at ESI Hospital, if required. In case of hospitalisation in Kasturba Hospital, the contractor shall deposit necessary amount in the hospital, for getting the treatment & get his employee discharged as soon as possible for further treatment in ESI hospital.
- 5) Contractor should inform the concern department & contract labour cell in case where absence is more then 48 hours.
- 6) Contractor should inform the date of joining to the CLC for informing the statutory authority.

### **B) Benefits from ESI as per ESI Act**

- 1) Disablement benefits at @ 70% of wages for his absence from work, if the injured person avails the medical treatment in ESI hospital.
- 2) In case of partial / permanent disablement the compensation as judged by Medical Board will be paid by ESI for life, proportionate to the loss of earning capacity.

As the disablement benefit / sickness benefit is given by ESI, it is advisable that the contractor should help the injured employee to take treatment in ESI Hospital only and also for availing all statutory benefits.

### **C) Reporting of Accident by concerned department**

Procedure as being followed for regular employee in BHEL Bhopal should be followed for employees of the contractor also.