



BHEL, BHOPAL

**TXM DIVISION**

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**GENERAL TERMS AND CONDITIONS****REV. 00****Sub:- operation of ETP plant for TXM DIVISION****1.0 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' shall mean the individual, firm or Company who enters into contract with BHEL for providing the services as per this Tender and shall include their executors, administrators, successors and permitted assigns.
- 1.3 'CONTRACT' or 'CONTRACT DOCUMENT' shall mean and include the agreement, the work order, the accepted appendices of rates, schedules of quantities, if any, General Terms & Conditions of the Contract, Special Conditions of the contract, Instructions to Bidders, drawings, technical specifications, the special specifications, if any, & the Letter of Intent / acceptance letter 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 in the letter of intent and incorporated in the Work Order.
- 1.4 'TENDER DOCUMENTS' shall mean Instruction to Tenderers, General Terms & Conditions, Special Conditions and Price Schedule.
- 1.5 'LETTER OF INTENT' shall mean the intimation by a letter / telegram / fax to the tenderer 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 'COMPLETION TIME' shall mean the period specified in the Letter of Intent or date mutually agreed upon for completing the work / services stipulated in the work order to the satisfaction of the Engineer being of required standard and conforming to the specifications of the contract.
- 1.7 'APPROVED, DIRECTED or INSTRUCTED' shall mean approved, directed or instructed by BHEL Engineer / Site Engineer / Project- in-charge/ Engineer-in- Charge.
- 1.8 'WORK' or 'CONTRACT WORK' shall mean and include the work to be done by the Contractor as specified in the Tender documents.

- 2.0 '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 this Contract.

- 3.0 The bidder shall give an undertaking under the official secret Act from maintaining secrecy of the tender documents, drawings or other records connected with the work given to him. The unsuccessful bidder shall return all the drawings / documents given to them.

Prepared by  
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#### 4.0 ISSUES OF NOTICE

The Contractor shall furnish to the Engineer, the name designation and address of his authorised agent INCHARGE OF Project and all complaints, notices, communications and references shall be deemed to have been duly given to the Contractor, if delivered to the Contractor or his authorised agent or left at or posted to the address either of the contractor or his authorised agent and shall be deemed to have been so given in the case of posting on the day on which they would have reached such address in the ordinary course of post or at which they were so delivered or left.

#### 5.0 FACILITIES TO BE PROVIDED BY BHEL

- 5.1 BHEL shall be providing all assistance in getting the gate passes issued for the work men deployed by the contractor for entry into factory premises..
- 5.2 BHEL shall be providing an identified area inside the factory premises for keeping tools and consumables. However the safety and security of these items shall be sole responsibility of the contractor.

#### 6.0 EARNEST MONEY

- 6.1 Every tender must be accompanied by the prescribed amount of Earnest Money Deposit (as given in NIT) in full through following modes:

- 6.1.1 For depositing amount online , depositor has to open SB-Collect through Online E-Payment option available on Internet ([www.bhelbpl.co.in](http://www.bhelbpl.co.in) under caption new link)

- 6.1.2 Electronic fund transfer credited in the BHEL account (before tender opening)

- 6.1.3 Pay order/ Demand draft, in favour of BHEL (along with offer)

Tenders received without Earnest Money in full or not in the manner prescribed above will not be considered.

- 6.2 The Earnest Money Deposit of the successful bidder will be retained towards part of Security Deposit.

- 6.3 In the case of unsuccessful bidder, the Earnest Money will be refunded after finalisation of the tender.

- 6.4 BHEL reserves the right of forfeiture of Earnest Money Deposit as per the NIT conditions, if:

- 6.4.1 After opening of 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.

- 6.4.2 The contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.

- 6.5 EMD shall not carry any interest.

- 6.6 One time EMD of Rs.5 Lac is also acceptable.

#### 7.0 SECURITY DEPOSIT

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.

##### 7.1 Modes of 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) By e-mode

- 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

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 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)

7.1.1 Collection of Security:- At least 50% of the required Security Deposit, including the EMD, should be deposited 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.

7.2 Security Deposit shall be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract.

7.3 The Security Deposit shall not carry any interest.

7.4 If the value of the work order at any time exceeds the accepted Contract value, the Security Deposit shall be correspondingly enhanced and the extra Security Deposit shall be immediately deposited by the Contractor otherwise it shall be recovered from payments due to him. Failure to deposit the Security Deposit within the stipulated time may lead to forfeiture of Earnest Money and cancellation of the award of work. BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the Contractor's failure to fulfil any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off the Security Deposit, against any claims of any other contracts with BHEL.

#### 8.0 RETURN OF SECURITY DEPOSIT:

If the contractor fully performs and completes the works in all respects to the entire satisfaction of BHEL and presents an absolute "No Demand Certificate" in the prescribed form and returns properties belonging to BHEL taken, borrowed or hired by him for carrying out the said works, the full amount of Security Deposit will be released to the contractor after deducting all costs, expenses and other amounts that are to be paid to BHEL under this or other contracts entered into with the Contractor. It may be noted that in no case the Security Deposit will be refunded / released prior to passing of final bill.

9.0 INTEREST CHARGES: No interest shall be payable by BHEL on Earnest Money, Security Deposit / or on any moneys due to the Contractor by BHEL.

#### 10.0 COMMENCEMENT & COMPLETION OF WORK

The contractor shall commence the work within the time indicated in the Letter of Intent and shall proceed with the same with due expedition without delay. No mobilisation charges of any kind are payable.

10.1 At the time of mobilisation of work at site, the contractor is required to submit the Copies of following documents to site Engineer for verification:

10.1.1 BG as per contract, if applicable.

10.1.2 List of workmen and supervisor to be deployed at site. Mobile No. of supervisor is to be given.

10.1.3 Proper Labour Licence as applicable.

10.2 If the successful bidder fails to commence the work within the stipulated time, BHEL at its sole discretion will have the right to cancel the contract and no claim shall be entertained on this account.

10.3 The Earnest money and / or Security Deposit will stand forfeited without any further reference to the Contractor without prejudice to any of BHEL's other rights and remedies in this regard.

10.4 All the works shall be carried out under the direction and to the satisfaction of BHEL.

#### 11.0 Agreement Signing:

The firm will be required to sign a contract with BHEL on a proper Non-judicial stamp paper, in a prescribed format as per annexure "F". The cost towards agreement shall be borne by the firm.

#### 12.0 RIGHTS OF BHEL

BHEL reserves to itself the following rights in respect of this Contract without entitling the Contractor to any compensation.

11.1 To get the work done through another agency at the risk and cost of Contractor, in the event of Contractor not starting the work in time, poor performance of work, persistent disregard of instructions of BHEL, assignment transfer, or subletting of the contracted work without written permission of BHEL, non- fulfilment of any contractual obligations etc. and to claim /recover compensation for such losses from the contractor including BHEL's supervision charges and overheads from Security Deposit / other dues in addition to any other action that may be taken.

11.2 To withdraw any portion of work and / or to restrict / alter quantum of work as indicated in the contract during the progress of work and get it done through another agency and / or by the departmental staff to suit BHEL's requirements.

11.3 To terminate the contract after due notice and forfeit the Security Deposit and recover the loss sustained in getting the balance work done through other agencies in addition to liquidated damages in the event of:

- Contractor's continued poor performance, withdrawal from or abandonment of the work before the completion of contractual period.
- Corrupt act of the contractor.
- Insolvency of the contractor. Persistence disregard of the instructions of BHEL.
- Assignment, transfer, subletting of the contract work without BHEL's written permission.
- Non-fulfilment of any contractual obligations or obligations under the law. To effect recoveries from any amounts due to the contractor under this or any other contract or in any other from the moneys which BHEL is forced to pay to anybody due to contractors failure to fulfil any of his obligations.

11.4 To deploy BHEL's skilled and/ or semi-skilled workmen in case of emergency / poor progress / deficiency in skill on the part of the employees of the contractor and to recover the expenditure on account of the same from the money due to the contractor.

#### 13.0 RESPONSIBILITIES OF CONTRACTOR.

13.1 The contractor should follow the prevailing industrial / labour laws as amended from time to time and shall also take all safety measures required during the execution of this order. The

- contractor shall provide all safety appliances required to his workmen deployed on job and shall ensure the use of the same meticulously.
- 13.2 The Contractor shall be fully responsible for the performance of the equipment and workmen deployed by them. The work shall be executed strictly in accordance with the directions and instructions which shall be given to the Contractor by the BHEL from time to time.
- 13.3 In the first month of the work order the contractor shall provide uniform, shoes and helmet to workers and provide an undertaking on this regard to the department.
- 13.4 HOD shall endorse and ensure the undertaking.
- 13.5 Finance shall process the first bill only on the production of the undertaking.
- 13.6 In case of non-compliance beyond second month the contractor shall be issued notice of termination of the contract.
- 13.7 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, this may lead to disqualification/ debarring of the contract
- 14.0 PROVIDING WORKMEN & SUPERVISORY PERSONNEL**
- The following are the responsibilities of the contractor in respect of observance of local laws, employment of personnel, payment of taxes etc: -
- The contractor shall engage sufficient experienced staff to execute work stated in W.O. efficiently at required pace with quality and safety. If unskilled workers are required to be engaged, the same shall be engaged, as far as possible, from local areas in which the work is being executed. Claim for idle labour/machinery due to non-issuance of passes for entry into factory premises will not be entertained as the primary responsibility lies with the contractor for arrangement of gate passes for their workmen and equipment/vehicle. The contractor is supposed to take advance action in this regard. During the continuance of this contract, the contractor shall have due regard to all local festival, religious events and other customs, in all his dealings with the local labour for the time being employed on or in connection with the work.
  - The Contractor shall comply with all local, state and central laws, statutory rules, Regulations, etc., such as the payment of wages Act, the Minimum Wages Act, The Workmen's Compensation Act, The Employer's Liability Act, The Industrial Disputes Act, The Employees Provident Fund Act, Employees State Insurance Scheme, The Contract labour (Regulations and Abolition) Act, 1970 and other Acts, Rules and Regulations for labour as may be enacted by the Government during the tender of the Contract and having force or jurisdiction at work site.
  - The Contractor, in the event of the Contract engaging 20 or more workmen, shall obtain independent license under the Contract Labour (Regulations and Abolition) Act, 1970 from the concerned authorities based on the certificate (Form V) issued by the Principal employer.
  - The contractor shall pay all taxes, fees, license charges which may be him or otherwise as deemed fit.
  - All safety rules and codes applied by BHEL shall be observed by the contractor and his workmen without exception. The contractor shall be responsible for the safety of personnel, equipment/material and work to be performed by him. The contractor shall be responsible for proper accommodation including adequate medical facilities for the personnel employed by him.
  - The contractor 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 contractor to make good the losses and compensate the affected parties at his own cost.
  - All the properties/equipment/components of BHEL loaned with or without deposit, to the contractor shall remain the properties of BHEL. The contractor shall use such properties for the purpose of execution of this contract. The contractor shall return them in good conditions as and when required by BHEL. In case of non-return, loss, damaged, repairs, etc., cost thereof, as may be fixed by the Engineer, will be recovered from the contractor.

- h) The contractor shall fully indemnify BHEL/its customer against all claims of whatever nature arising during the course of execution of this contract due to the acts of contractor/his personnel.
- i) In case the contractor is required to undertake any work outside the scope of this contract, the amount payable shall be mutually agreed upon.
- j) The contractor will be directly responsible for payment of wages to his workmen. A pay- roll sheet giving details of all payments made to the workmen duly signed by the contractor's representative be furnished to BHEL for record purpose.
- K) In case there is no specification laid down in the contract for a class of work, such work shall be carried out in accordance with the instructions and requirements of the Engineer.
- l) Contractor shall not stop work or abandon the site for whatsoever reason or dispute, excepting for force majeure conditions. All problems/dispute shall be separately discussed and settled without affecting the progress of work.  
Stoppage or abandonment of work, other than under force majeure conditions, shall be treated as breach of contract and dealt with accordingly.
- m) The contractor shall furnish fortnightly labour deployment report indicating the classification and number of workmen engaged, date-wise and category-wise.
- n) Gate Pass for entry into BHEL Factory would be required for all the persons deployed by the contractor. Special permission would be required for working beyond normal working hours. The contractor 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. Normal working hours in the plant is 8 hours.
- o) The contractor has to ensure that the people deployed by them restrict their movement in the area earmarked. For movement in area other than earmarked prior permission of BHEL Engineer is required. The contractor shall abide by all the rules and regulations of BHEL Bhopal.

#### 15.0 STRIKES AND LOCKOUTS

- a) The contractor will be solely responsible for all disputes and other issues connected with his workmen. In the event of contractor's workmen resorting to strike or the contractor resorting to lockout and, if the strike or lockout so declared is not settled within a period of one month, BHEL shall have the right to get the work executed employing its own men or through other agencies or both. The cost incurred by BHEL in this regard shall be recovered from the contractor.
- b) For any purpose whatsoever, the employees of the contractor shall not be deemed to be in the employment of BHEL.

#### 16.0 FORCE MAJEURE

- a) The following shall amount to force majeure conditions: Acts of God, act of any Government, War, sabotage, riots, civil commotion, police action, revolution, flood, fire, cyclone, earthquake and epidemic and other similar causes over which the Contractor has no control.
- b) If the Contractor suffers delay in the execution of the Contract, due to delay caused by force majeure conditions, as defined above, the agreed time for completion of the work covered by this contract shall be extended by a period of time equal to the period of the delay, provided the Contractor immediately reports to BHEL in writing the causes for the delay. The Contractor shall not be eligible for any compensation on account of any extension in time of completion given to Contractor due to force majeure conditions.

#### 17.0 Settlement of Disputes:

- 19.1 Except as otherwise specifically provided in the contract all disputes concerning questions of fact arising under the contract shall be decided by the

engineer subject to a written appeal by the contractor to the engineer, whose decision shall be final to the parties hereto.

- 19.2 Any disputes or differences including those considered as such by only one of the parties arising out of or in connection with the contract shall be to the extent possible settled amicably between the parties.
- 19.3 If amicable settlement cannot be reached then all disputed issues shall be settled by arbitration as provided in relevant clause.

**19.0 DOS AND DON'TS FOR WORKS CONTRACTS INSIDE THE FACTORY AS PER CONTRACT LABOUR CELL NO. BP/HR/CLC/2012 03.05.2012**

- 19.1 BHEL reserves the right to reject any labour who is technically unsuitable.

**19.2 Attendance Record of contract workers**

- Contractor shall maintain an Attendance Register against each work order in respect of the contract labourers deployed by him and made available when required by Inspection agencies. The contractor shall record the daily attendance of the workers.
- The register shall bear the daily signature of the contract workers & contractor.
- The register shall at all the times of work be available at the place of work/deptt.
- If during any inspection, the attendance register is not found at the place of work, the contract is liable to be short closed/ terminated.
- 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.

**19.3 Wage record of contract workers**

- Each contractor shall maintains 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.
- Every 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 be responsible for making payment of wages through Bank/Cheque before expiry of 7 days from the last day of wage period. Any default on this has serious legal complications including prosecution and payment of fine ( upto 10 times). Situation with respect to each work order will be reviewed every month.
- Wage Register shall bear the PF and ESI nos. of the workers.
- Wage sheet for every wage period should bear certification from the contracting executive that- “Certified that the amount shown in column no. ....has been paid to the workman concerned in my presence on ..... (date) at .....(place)” which is mandatory to ensure that the payment of wages to the workers has been made on the notified date and place in the presence of the Contract Issuing Authority or his nominated executive.
- Non receipt of payment from BHEL or any other unsettled issue with HEL or any other entity shall not be a pre-condition for payment of wages. Complaints of short payments and non-payment of wages shall be viewed seriously and may result in cancellation of tender and penal action including blacklisting. Entry with pencil or blank spces in wage sheet shall not be acceptable. If contractor has two or more contracts, the name of a worker shall appear in only one wage sheet for a given period. Contractor shall make efforts to provide PF & ESI no. of their workers on the wage sheet itself.

**19.4 Payment of wages : Contractor shall ensure payment of BHEL recommended daily wages through bank account.**

**19.5 Compliance of PF/ ESI**

- Contractor shall file the electronic return of PF/ ESI and submit proof of payment of both the employer’s and employees’ contributions every month. (PF has to be remitted by 15th and ESI by 21st of the succeeding month).
- Contractor shall submit the challan along with copy of a self-certified list of contract workers of the work order bearing their names and PF/ESI no. for whom the contribution has been submitted by him for the said period. Such list shall be displayed in the notice board of the department.
- The contractor shall duly ensure coverage of its labours under PF Act 1952, ESI Act 1948, Payment of Bonus Act 1963, MP Labour Welfare Fund Act laws as is enforced from time to time. Any contractor failing to comply with the statutory requirements as mentioned above is liable to such penal action as is deemed fit and appropriate in the matter.
- Contractor shall provide annual statement of PF to their workers to enable them to know their PF balance status. In case of change of contractor, the previous contractor shall immediately facilitate in filling of Form No 13 for smooth transfer of PF to the new account. In case of termination of service of contract labour, Form No.19 should be immediately filled by the contractor for settlement of PF dues. Before generating ESI no. for contract labourer, the contractor should ensure that the labourer does not have an existing ESI no.

**19.6 ESI card based Labour Entry**

- Only those workers shall be allowed entry into Factory premises who have valid ESI card.
- CISF personnel at the gates shall verify that the workers entering inside the factory are carrying valid ESI cards.
- Smart card & E tokens- Smart cards have been issued to the contractor for bringing workers inside the factory. Contractor has to ensure that the cards are not misused. Impersonation or holding back the cards and not returning the same to CLC in case of expiry of the validity or discontinuation of the service of the worker is totally unwarranted. E token



has been created as a stop gap arrangement to ensure that the worker can enter the factory till he gets a smart card.

**19.7 Compliance of wearing Uniform, shoes & helmet by contract workers**

- “In the first month of the execution of work order the contractor shall provide uniform, shoes & helmet to his workers and provide an undertaking on this regard to the department. “
- Finance shall process the first bill only on the production of the undertaking.
- In case of non-compliance, bills will not be cleared and contractor shall be issued notice of termination of contract. Contractor should also ensure that their worker wears helmets and uses necessary PPE's while at work.
- As per the nature of work **all PPE's**, like cotton hand gloves, leather hand gloves, apron, dungaree, safety glasses, Kevlar hand gloves, face mask, hand barrier cream, hand cleaning cream etc. are in the scope of contractor and shall be provided as and when required.

**19.8 Supervision of Contractor labour**

- The contractor should provide adequate supervisors per shift. All issues regarding discipline at the works like Work allocation, early exit, snacks distribution etc. are will be their personal responsibility.

**19.9 Contract labour accidents while at work**

- In case of accidents, contractor or his supervisor should be present to facilitate completion of formalities.
- Any contract worker meeting with an accident while at work shall be provided all possible medical treatment available in Kasturba Hospital.
- Kasturba hospital shall raise the bill for the expenses incurred on the treatment of the worker.
- Cost of treatment to be deducted from the next bill of the contractor. There shall be no insistence on deposit of advance for the treatment.
- “In case of medical emergencies faced by 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.”
- Contractor has to 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.

**19.10 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.
- Finance shall process the first/final bill on clearance from HR regarding submission of Form VI A and VI B by contractor.
- HR will allot Work order no. only after the contractor concerned furnishes copy of Form VI A regarding the closure of the earlier contracts(if any).

**20.0 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 submitting tender form by 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.”

**20.1** In case of open tender, a tenderer stands disqualified if any of his relatives are working in contract issuing division/product/functional group.

\*Relations means and includes:

1. Husband/ Wife
2. Father
3. Mother (including step-mother)
4. Son (including step-son)
5. Son's wife
6. Daughter (including step-daughter)
7. Father's father
8. Father's mother
9. Mother's mother
10. Mother's father
11. Son's Son
12. Son's son's wife
13. Son's daughter
14. Son's daughter's husband
15. Daughter's husband
16. Daughter's son
17. Daughter's son's wife
18. Daughter's daughter
19. Daughter's daughter's husband
20. Brother (including step-brother)
21. Brother's wife
22. Sister (including step-sister)
23. Sister's husband

**21.0** 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,
- IV. PF and ESI contribution by firm, Whether monthly wages slip received, Signature of worker. 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 Labour laws and at least up to the security deposit clearance.

**22.0** 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.
- III. MP Welfare fund receipt.
- IV. Annual statement for availed/paid leaves,
- V. Bonus paid ( Form-C & D )

**23.0** Leave- In case of worker who have worked for 240 or more days in the preceding year, annual leave with wages@one day for every 20 days worked and 07 days casual leave is to be provided. For all works contract labourers 8 days paid holidays are to be provided in a year.

**24.0 Technical responsibilities :**

- a) Firm shall perform all activities of the enlisted work category, or activities as notified in the Tender, as per directives of BHEL shop engineer.
- b) Experienced workers shall be deployed to execute the work.
- c) The work shall be done under the full time and complete administrative & technical supervisor appointed by the firm.
- d) All machines/materials required to perform mechanized cleaning shall be arranged by the party.
- e) 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.
- f) The firm shall complete the allotted work, meeting all norms & parameters to the satisfaction of BHEL officials.
- g) BHEL reserves the right to reject any labour who is technically unsuitable.

**25.0 Payment terms :**

**25.1** Payment shall be made on basis of work successfully executed, by the firm. Firm shall submit their clear & legible bills (in duplicate) on **Monthly basis, duly** verified by concerned engineer through Measurement book.

**25.2** GST, if applicable, 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. Any disallowance of tax credit shall be recovered with interest from contractor's bill where disallowance is attributable to them.

**25.3** Firm shall arrange it's 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. to their personnel.

**26.0 Penalty** : Recovery shall be made from the EMD, Security Deposit and the Contract amount for,

- a. Not providing consumables chemicals.
  - b. Not producing test certificate of 2 nos. treated & untreated water samples fortnightly. For not complying above points; penalty may be imposed  
Maximum up to the ceiling of 10 % of the contract value for the allotted work. If any defect is noticed in the work at later stage, the firm shall repair the same, in short time free of cost. Cost of rework / rejection will be recovered from the contractor, if the same is found to be occurred due to negligence/lack of skill of the worker.
  - c. GST on penalty shall be recovered in extra.
- 26.0** Contractor shall comply Safety and Environment obligations as per annexure”J”.
- 27.0 Statutory compliances** as per “Instructions to contractors” attached. Statutory compliances are mandatory. Non-compliance of statutory provisions may lead to cancellation of tender/blacklisting of contractor.
- 28.0 Overtime-** Maximum overtime permissible is 50 hours in a quarter. In case of overtime, contractor should ensure that payment is made at double the rate of normal wage. In case of working on Sundays, contractor should ensure that a weekly holiday is given to the worker.
- 29.0 Contribution to welfare fund-** Contractor should ensure that half-yearly contribution to M.P. Labour Welfare Fund is deposited[ @Rs.30/-(by contractor) per person and @Rs.10/-(by workers) per person]
- 30.0 Inspection-** During inspection by PF/ESI or labour authorities, contractor should make themselves available for inspection of their records and cooperate with authorities and BHEL. Contractor should provide correct and complete information of their workers to all the authorities. They should keep all the registers and forms updated.
- 31.0** Contractor should get the police verification done in respect of his labourers. The contractor has to undertake personal liability for conduct and character of his labourers. Contractor should provide C&A( character and antecedents) certificate from the Thana or else receipt of list filed with Thana for verification of C&A. This shall be required before the first bill is cleared.
- 32.0** Contract workers upto the age of 60 years would only be permitted inside factory area.

**33 COMPENSATION IN CASE OF DEATH/PERMANENT INCAPACITATION:**

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:

- A) Victim: Any person who suffers permanent disablement or dies in an accident as defined below.
- B) 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, repair & 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.
- C) Compensation in respect of each of the victims:
  - 1. In the event of death or permanent disability resulting from loss of both limbs : Rs.10,00,000/- (Rupees Ten Lakh).
  - 2. In the event of other permanent disability : Rs.7,00,000/- (Rupees seven lakh).
- D) Permanent disablement: A disablement that is classified as a permanent total disablement under the proviso to section 2(I) of the employee compensation Act, 1923.
- E) In order to comply above clause 15.5 contractor may submit an undertaking (Annexure-6) that, in case they bag the contract, they will fulfil the necessary condition w.r.t insurance coverage of workers as mentioned in the clause by way of taking an accidental insurance cover for the said amount for their workers. After issue of work order, the successful contractor will have to submit the insurance policy for his works before submission of his first running bills, However if otherwise Clause 33 as above shall be applicable.

## Annexure I

Wherever bidders are required to supply services at project site Party has to submit GST registration no. of the State in which project site is located along with copy of registration certificate at the time of submission of Bid. In case the same is not available at the time of submission of bid, the contractor has to give an undertaking that the same will be arranged before award of work order.

HSN Code/SAC, rate of tax under GST and applicable GST (IGST, CGST/SGST/UTGST) and GSTIN shall be clearly mentioned by the Bidder.

### GST portion of the **invoice shall be released only upon:-**

- 2.2.1 All invoices raised by contractors/vendors must be GST compliant Tax invoices as per GST invoice rules.
- 2.2.2 Contractor declaring such invoice in his GSTR-1 or any modified return as notified by government
- 2.2.3 Receipt of goods/services and Tax Invoice by BHEL and
- 2.2.4 Confirmation of payment of GST thereon by contractor on GSTN portal
- 2.2.5 Alternatively, Contractor has to submit BG of appropriate value which shall be valid at least one month after the confirmation of date of payment of GST by contractor on GSTN portal and receipt of Tax invoice and receipt of services, whichever is later. Contractor has to give an undertaking in this regard.
- 2.2.6 Contractor has to give an undertaking to BHEL that they have declared invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL.

Payment to Contractor for GST portion will be released only after completion of above activity and on availment of ITC by BHEL.

In case GST credit is delayed/denied to BHEL due to **non/delayed receipt of services/goods and /or tax invoice** or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from the contractor along with interest levied/ leviable on BHEL.

### Reverse Charge under GST

In respect of services, reverse charge liability shall arise at the earliest of date of payment to service provider or 60 days from the date of issue of invoice by service provider. Contractor has to submit bill for payment within 30days from the date of invoice. Any interest or penalty implications attributable to the contractor shall be recovered from them.

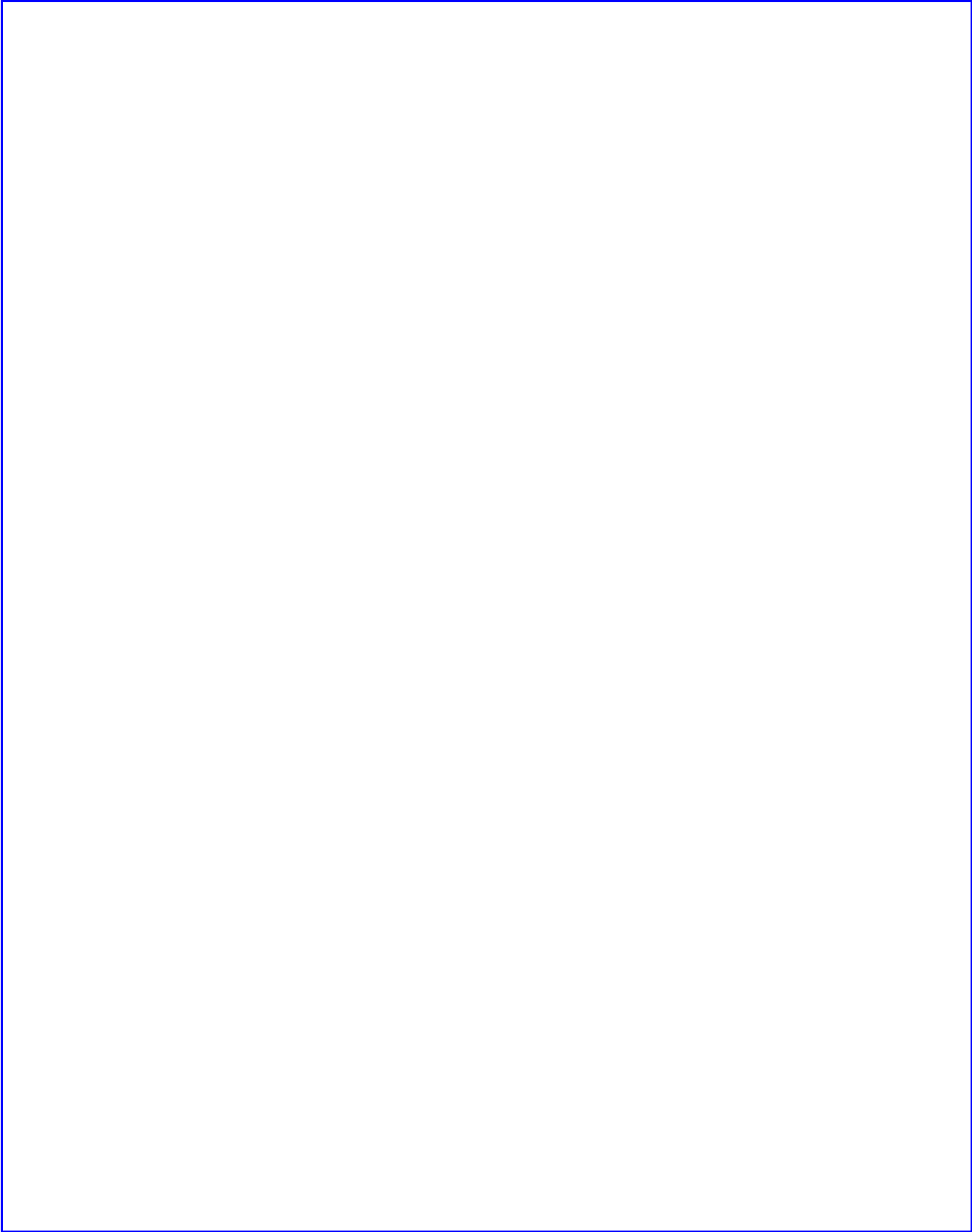
Any GST liability arising on BHEL under reverse charge before actual receipt of goods and/or invoice thereof would be subject to recovery of interest leviable for the period between the date of such liability and actual date of eligibility of ITC based on receipt of goods, receipt of invoices and other condition specified in GST Law.

### **Liquidated Damage/Penalty**

Liquidated damage (LD) or Penalty if chargeable from suppliers/contractors as per NIT, applicable GST will be charged in addition to the same.

### **Deduction at source**

TDS as per extent provisions of the GST Law shall be deducted from supplier/contractor bill.



Section –II



**ANNEXURE – "E"****MODEL FORM OF CONTRACT**

(TO BE ISSUED IN APPROPRIATE VALID NON – JUDICIAL  
STAMP PAPER ISSUED FROM STATE OF MADHYA PRADESH)

THIS CONTRACT MADE THIS..... DAY OF ..... 20.... Between  
BHARAT HEAVY ELECTRICALS LIMITED, Bhopal (A Government of India Enterprise) a Company  
incorporated under the Companies Act 1956, having its registered office at BHEL House, Siri  
Fort, New Delhi – 110 049 (hereinafter called BHEL) of the ONE PART  
AND

.....  
..... (hereinafter called the 'Contractor') of the SECOND PART.

WHEREAS M/s ..... state that they have acquired and possess  
extensive experience in the field of .....  
and whereas in response to an Invitation to Tender No..... dated ..... issued by  
BHEL for the execution of ..... the Contractor submitted their offer dated.....  
And whereas BHEL has accepted the offer of the Contractor on terms and conditions specified in  
the Letter of Intent No..... dated..... Read with the reference cited therein.

THIS AGREEMENT WITNESSESS AND it is hereby agreed by and between the parties as follows:  
That the Contractor shall execute the work of .....  
and more particularly described in Tender specification (hereinafter called the said works) in  
accordance with and subject to terms and conditions contained in these presents, Instructions  
to Bidders, General Conditions of Contract, Special Conditions, annexures, Letter of Intent  
dated ..... and such other instructions, drawings, specifications given to him from time to  
time by BHEL.

The Contractor is required to furnish to BHEL Security Deposit in the forms of e-mode  
/approved securities / Bank Guarantee valid upto ..... for a sum of Rs..... (Rupees  
.....) towards satisfactory performance and completion of the  
Contract.

The Contractor has furnished a Guarantee bearing No..... Dated ..... for a sum  
of Rs..... (Rupees.....) executed by  
..... Bank in favour of BHEL towards Security Deposit valid up to..... (The  
Contractor has furnished to BHEL an initial Security Deposit of Rs..... in emode/Approved  
Securities/BG for Rs..... And has agreed for recovery of the balance security deposit by  
BHEL..... @ 10% of the value of work done from each running bill till the entire security  
deposit is recovered).

The contractor hereby agrees to extend the validity of the Bank Guarantee for such further period  
or periods as may be required by BHEL and if the contractor fails to obtain such extension (s)  
from the Bank, the contractor shall pay forthwith or accept recovery from the bills in one  
instalment and the Contractor further agrees that failure to extend the validity of the Bank  
Guarantee or failure to pay the aforesaid amount in the manner specified above shall constitute  
breach of contract. In addition to above. BHEL shall be entitled to take such action as deemed  
fit and proper for recovering the amount.

That in consideration of the payments to be made to the contractor by BHEL in accordance with  
this Agreement the Contractor hereby convenience and undertakes with BHEL that they shall  
execute, construct, complete the works in conformity, in all respects, with the terms and  
conditions specified in this Agreement and the documents governing the same.

That the Contractor shall be deemed to have carefully examined this Agreement and the documents governing the same and also to have satisfied himself as to the nature and character of the works to be executed by him.

That the Contractor shall carry out and complete the execution of the said works to the entire satisfaction of the Engineer or such other officer authorised by BHEL, within agreed time schedule, the time of completion being the essence of the Contract.

That BHEL shall, after proper scrutiny of the bills submitted by the Contractor, pay to him during the progress of the said works such sum as determined by BHEL in accordance with this Agreement.

That this Agreement shall be deemed to have come into force from the date on which the letter of intent has been issued to the Contractor.

That whenever under this contract or otherwise, any sum of money shall be recoverable from a payable by the Contractor, the same may be deducted in the manner as set out in the General Conditions of Contract or other conditions governing this Agreement.

That all charges on account of Octroi, Terminal and other Taxes including sales tax or other duties on material obtained for execution of the said works shall be borne and paid by the Contractor.

That BHEL shall be entitled to deduct from the Contractor's running bills or otherwise Income Tax under Section 194(C) of the Income Tax Act, 1961.

That BHEL shall be further entitled to recover from the running bills of the contractor or otherwise such sum as may be determined by BHEL from time to time in respect of consumables supplied by BHEL, hire charges for tools and plants issued (where applicable) and any other dues owed by the contractor.

That it is hereby agreed by and between the parties that non-exercise, forbearance or omission of any of the powers conferred on BHEL and/or any of its authorities will not in any manner constitute waiver of the conditions here to contained in these presents and the liability of the Contractor with respect to compensation payable to BHEL or Contractor's obligations shall remain unaffected.

It is clearly understood by the between the parties that in the event of any conflict between the Letter of Intent and other documents governing this Agreement, the provisions in the letter of intent shall prevail.

The following documents:-

- (a) Invitation to Tender No..... and the documents specified therein
- (b) Contractor's Offer No..... date.....
- (c) Letter of Intent No..... date .....
- (d) .....

shall also form part of & shall govern this Agreement.

IN WITNESS HEREOF, the parties hereto have respectively set their signature in the presence of:

(CONTRACTOR)

to be signed by a person holding a valid Power of Attorney

WITNESS: -1. ....  
2. ....

WITNESS: - For and on behalf of Bharat Heavy Electricals Ltd, Bhopal  
1. ....  
2. ....

**ANNEXURE – “F”****MODEL FORM OF BANK GUARANTEE (FOR SECURITY DEPOSIT)  
(TO BE ISSUED ON APPROPRIATE VALID NON-JUDICIAL STAMP PAPER)**

In consideration of the Bharat Heavy Electricals Limited, having its registered Office at BHEL House, Siri Fort, New Delhi (hereinafter called BHEL), having agreed to exempt ..... (hereinafter called “the said Contractor (s)” from the demand, under the terms and conditions of the Agreement dated ..... made between BHEL and ..... for ..... (Hereinafter called “the said Agreement”) of Security (name of work) deposit for the due fulfilment by the said contractor(s) of the terms and conditions contained in the said Agreement, on production of a bank guarantee for Rs..... (Rupees

.....Only) We ..... at the  
(indicate the name of the Bank)

(hereinafter referred to as “the bank”) request of contractor(s) do hereby undertake to pay to BHEL and amount not exceeding Rs..... against any loss or damage caused to or suffered or would be caused to or suffered by BHEL, by reason of any breach by the said contractor(s), of any of the terms or conditions contained in the said Agreement.

We, ..... do hereby undertake to pay the amounts due and payable  
(indicate the name of the Bank) under this guarantee without any demur, merely on a demand from BHEL, stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by BHEL by reason of breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the contractor(s)’s failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

3. We, ..... undertake to pay to BHEL any money so demanded  
(indicate the name of the Bank)

notwithstanding any dispute or disputes raised by the Contractor(s) / supplier(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under these presents being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) / supplier(s) shall have no claim against us for making such payment.

We ..... further agree that the guarantee herein contained  
(indicate the name of the Bank) shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of BHEL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till BHEL certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before ..... we shall be discharged from all liability under this guarantee thereafter.

We ..... further agree with BHEL that BHEL shall have the fullest  
(indicate the name of the Bank) liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BHEL against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the

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**GENERAL TERMS AND CONDITIONS****REV. 00**

said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of BHEL or any indulgence by BHEL to the said Contractor(s) or by any such matter or thing whatsoever which under the Law relating to sureties would, but for this provision, have effect of so relieving us.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s) / Supplier(s).

We, ..... lastly undertake not to revoke this guarantee during its  
(indicate the name of the Bank) currency except with the previous consent of BHEL in writing.

Dated ..... Day..... of 20

For .....  
(indicate the name of the Bank)

Witness:

1. -----

2 -----

**Note :** The above format is drawn upon the model form jointly evolved by the Reserve Bank of India, the Indian Banker's Association and the Ministry of Finance, Government of India as circulated by Indian Banker's Association, Bombay vide their letter No. LA/14-61/7808 dated 1/5/1980 as such no deviations are acceptable.

**ANNEXURE "G"**

List of Consortium Bank			
	Nationalised Bank		Nationalised Bank
1	Allahabad bank	19	Vijaya Bank
2	Andhra bank		<b>Public Sector Banks</b>
3	Bank of Baroda	20	IDBI
4	Canara Bank		<b>Foreign bank</b>
5	Corporation bank	21	CITI Bank N.A
6	Central bank	22	Deutsche Bank AG
7	Indian Bank	23	The Hongkong and Shanghai Banking Corporation Limited
8	Indian Oversea Bank	24	Standard Chartered Bank
9	Oriental bank of Commerce	25	J P Morgan
10	Punjab National Bank		
11	Punjab & Sindh Bank		<b>Private bank</b>
12	State Bank of India	26	Axis Bank
13	State Bank of Hyderabad	27	The Federal Bank Limited
14	Syndicate Bank	28	HDFC
15	State Bank of Travancore	29	Kotak Mahindra Bank
16	UCO Bank	30	ICICI
17	Union Bank of India	31	Indusind Bank
18	United Bank of India	32	Yes Bank

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**GENERAL TERMS AND CONDITIONS****REV. 00****INDEMNITY BOND**

(TO BE ISSUED ON A NON-JUDICIAL STAMP PAPER OF AN APPROPRIATE VALUE)

Whereas .....(Name of the contractor) having its registered office at..... has taken the contract for .....(name of the work) and the work has to be completed by the contractor himself/with the help of sub-contractors. But the contractor/sub-contractors have also to obtain licence under the contract Labour (Regulation & abolition) act 1970 and its rules, which can be granted if the Principal employer grants a certificate under form V of the said rules.

So on the request of .....(Name of the contractor) M/s Bharat Heavy Electricals Limited, Bhopal has agreed to issue certificate in Form-V in respect of the contractor/sub- contractors mentioned below. M/s .....(name of the contractor), therefore, undertake to fully indemnify M/s Bharat Heavy Electricals Limited, Bhopal from any financial implication whatsoever that may arise due to the grant of certificate in respect of themselves or their sub-contractors in Form-V under contract Labour (Regulation & Abolition) Act. 1970 and its rules.

- 1.
- 2.
- 3.

Further to above M/s .....(Name of the contractor) undertake to indemnify BHEL against -

- a) All claims for injury or damage to any person or property caused by his negligence or negligence of his employees whilst in BHEL premises.
- b) Observance of Labour & Industrial Laws, including regular remittance to EPF and ESI.
- c) All claims by way of compensation and all other types of unforeseen claims, which may arise in the course of contract.
- d) M/s .....(name of the Contractor) accept liability for compensation in accordance with the provision of the Indian Worker's Compensation Act, 1948, amendments thereafter and or other law for the time being in force for personal injury caused to any workmen by accident arising out of and in the course of this contract.
- e) All payments by way of compensation or otherwise which the company may be called upon to make under the provisions of the said Acts to any workmen as aforesaid, and any cost incurred by the company in connection with any claim preferred by such workmen and or against all actions, claims and demand whatsoever in respect thereof or in respect of any loss, injury or damages whatsoever to any third person arising out of or occasioned by the negligent, imperfect or improper performance of this contract by the Contractor, their workmen servants or agents.
- f) The Company shall not be held liable for any loss, damage or compensation to third parties arising from or in relation to transport operations done by the bidder, such loss, damage or compensation shall be reimbursed by the Contractor to the company together with the costs incurred by the company on any legal proceedings pertaining there to.

Contractor

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