



**BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL
STEAM TURBINE MANUFACTURING DIVISION
MAIN, DETAIL, ROTOR ASSY & HYDRAULIC TESTING SECTION**

**ANNEXURE-VII
GENERAL TERMS AND CONDITIONS**

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 authorized Officers or its Engineers or other employees authorized to deal with any matters with which these persons are concerned on its behalf.
- 1.2 **'CONTRACTOR'** or **'FIRM'** shall mean the individual, firm or Company who is enlisted with BHEL for providing the services and shall include their executors, administrators, successors and permitted assigns.
- 1.3 **'CONTRACT'** or **'CONTRACT DOCUMENT'** shall mean and include guidelines and declarations of the registration, the General Terms & Conditions and Statutory Compliances, schedules of quantities, accepted appendices of rates, if any, technical specifications, special specifications, if any, Letter of Intent, agreement & the work order, 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 and incorporated in the work order.
- 1.4 **'TENDER DOCUMENTS'** shall mean Instruction to Tenderers, General Terms & Conditions, Special Conditions, Tender Specifications including drawings and any other documents issued to the bidder against invitation of bid.
- 1.5 **'LETTER OF INTENT'** shall mean the intimation by a letter / email / fax to the bidder that the tender has been accepted in accordance with provisions 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 **APPROVED, DIRECTED or INSTRUCTED:** shall mean approved, directed or instructed by BHEL Shop Engineer/Shop- in-charge/Concerned authorities.
- 1.7 **'WORK'** or **'CONTRACT WORK'** shall mean and include the work to be done in relevant work category by the firm or as specified in the Tender documents.



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2.0 OFFICIAL SECRET ACT:-

The firm shall give an undertaking under the official secret Act for maintaining secrecy of the drawings, documents or other records connected with the work given to them. The firm shall return all the drawings/documents given to them.

3.0 MODE OF COMMUNICATIONS:-

Generally, all communications, references etc. shall be delivered through email, fax or given to the authorized supervisor. It will be undertaken that the firm has read and understood the message, within three days of the delivery, even if they have not received / not opened/ having technical problems on their side. Firm shall communicate their change of authorized supervisor, email address in advance.

4.0 EARNEST MONEY DEPOSIT :-

4.1 Earnest Money is to be paid by each Tenderer along with the tender documents in a separate sealed envelope. Amount of earnest Money deposit shall be Rs. 14,701/- (Fourteen Thousand Seven Hundred And One Only)

The EMD may be accepted only in the following forms:

- i) Cash deposit as permissible under the extant Income Tax act (before tender opening)
- ii) Electronic fund Transfer credited in BHEL account (before tender opening)
- iii) Banker's cheque/Pay order/Demand draft, in favour of BHEL (along with offer)
- iv) Fixed deposit Receipt (FDR) issued by scheduled Banks/Public financial Institutions as defined in the companies Act (FDR should be in the name of the Contractor's a/c BHEL)

In addition to above, the EMD amount in excess of Rs Two lakh may also be accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for atleast six months.

Link for submission of online EMD: <https://www.bhelbpl.co.in/qcins/iccs.htm>

In the absence of submission of EMD, the offer will be summarily rejected. Party may deposit one time EMD of Rs. 5 lakhs instead of above.

4.2 EMD by the Tenderer will be forfeited as per tender documents. If:

- i) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
- ii) The contractor fails to deposit the required security deposit or commence of the work



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within the 15 days from issue of work order.

4.3 EMD by the tenderer shall be withheld in case any action on the tenderer is

envisaged under the provisions of extant "Guidelines on suspension of business dealings with contractors" and forfeited/ released based on the action as determined under these guidelines.

4.4 EMD given by all unsuccessful tenderers is refunded normally within fifteen days of award of work.

4.5 EMD shall not carry any interest.

4.6 EMD of successful tenderer will be retained as part of security deposit.

4.7 MSME firms are exempted from Tender fee & EMD.

5.0 OFFER SUBMISSION IN RESPONSE TO INVITATION:-

An offer, each page duly signed by an authorized person, with all formalities, in a sealed & properly super scribed envelope, shall be deposited, in tender box at the central designated venue, on or before the date and time specified in NIT. Offers thus received shall be opened at the designated venue on the specified date & time, in the presence of those bidders or their representatives, who choose to be present. The rate shall be quoted as the Final rate including of PF, ESI, all other statutory payments, levies and all other Govt. taxes but Excluding of the GST. No escalation/additional / overtime/ waiting charges will be paid other than the quoted rate. An offer will be treated as invalid offer if it contains any condition, deviation, or insufficiency. Quoting of any ambiguous, impractical, unworkable rate or over written, unclear or erased rate in Price bid shall be strictly avoided. Any such case may lead to cancellation of the offer. Validity period of an offer shall be up to three months after the submission date.

6.0 SECURITY DEPOSIT:-

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



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6.1 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.

6.2 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) Cash (as permissible under the extant Income Tax Act)
- ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
- iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
- iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)

v) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in 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)

6.3 The Security Deposit may be waived or amount reduced in following cases with the approval (before tendering) of the Head of the Contracting deptt., not below the rank of AGM:

- a) Joint Venture or Subsidiary companies of BHEL
- b) Central/ State PSUs/ Government deptts
- c) Autonomous/ Educational/ Research institutions
- d) Hiring of expert services
- e) Repair/ Maintenance of equipments by OEMs/ OESs
- f) Rental/ Lease/ Hiring of Premises/ Vehicles/ Office equipment etc. where owner's/ contractor's assets are being let out to/ used by BHEL
- g) Catering, Horticulture, Sanitation and Courier services for contract value upto ` 5 lakhs;



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The Security Deposit may be waived or amount reduced in other cases for reasons to be recorded with the approval (before tendering) of the Unit Head (Site-in-charge, in case of small value works covered under clause 16.0).

(The requirement of Security Deposit or otherwise, as the case may be, shall be clearly specified in the tender conditions).

6.4 Collection of Security:

At least 50% of the required Security Deposit, including the EMD, should be collected 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.

If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.

The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of the authority competent to award the work.

(Note: In case of (a) small value contracts not exceeding 20 lakhs or (b) SAS jobs, work can be started before the required Security Deposit is collected. However, payment can be released only after collection/ recovery of initial 50% Security Deposit).

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

6.6 The Security Deposit shall not carry any interest.

7.0 AGREEMENT SIGNING:-

The firm will be required to sign a contract with BHEL on a proper Non-judicial stamp paper, in a prescribed format before start of work. The cost towards agreement shall be borne by the firm.



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8.0 RESPONSIBILITIES OF THE FIRM:-

8.1 GENERAL RESPONSIBILITIES:-

- a) The firm shall follow all the statutory compliances as mentioned in the annexure-I and all the prevailing Industrial / Labour laws/ Govt. laws, as amended from time to time.
- b) The firm shall pay all taxes, fees, license charges which may be him or otherwise as deemed fit.
- c) The firm 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 firm to make good the losses and compensate the affected parties at his own cost.
- d) The firm shall fully indemnify BHEL/its customer against all claims of whatever nature arising during the course of execution of this contract due to acts of the firm/their personnel.
- e) Gate Pass for entry into BHEL Factory would be required for all the persons deployed by the firm. The firm 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.
- f) 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,
 - V. Whether monthly wages slip received,
 - VI. 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.
- g) 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.



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III. MP Welfare fund receipt.

IV. Annual statement for availed/paid leaves,

V. Bonus paid (Form-C & D)

h) The firm shall ensure that the employees deployed by them restrict their movement in the area earmarked.

8.2 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) Only qualified workers with required experience in the relevant work category shall be deployed to execute the work.
- c) The work shall be done under the full time and complete administrative & technical supervision by graduate engineer / experienced diploma holder / Group leaders appointed by the firm.
- d) All materials required to perform above activities and other shop equipment/ fixtures/ tools / crane facility will be provided at free of cost by BHEL.
- e) Working time can be any time during 1st/ 2nd / 3rd 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 & safety parameters of BHEL and up to the satisfaction of shop executive.
- g) Measurement unit of assigned work shall be generally per technology hours or per weight unit, per MVA, per job, per Crane hours others etc. which shall be notified during bidding invitation.

9.0 PAYMENT TERMS:-

- 9.1 Payment shall be made, based on completed Technical Hours duly certified by concerned officer, 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.
- 9.2 For MSME vendor payment will be released within 45 days from the cleared bill submission and for none MSME vendor it will be within 60 days, after submission of the bills (Measurement book), with meeting all formalities in advance. All payments shall be released through electronic-pay mode only.

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- 9.3 Goods and Service tax, if applicable, shall be paid, as per Govt. rules, to the firm against running actual, on documentary evidence. The Goods and Service tax shall be paid extra and over the quoted rate.
- 9.4 No interest shall be payable by BHEL on Earnest Money, Security Deposit or on any money due to the firm by BHEL.
- 9.5 Firm shall arrange his 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. of their personnel.
- 9.6 **Bonus clause** – The contractor will be required to pay bonus to the workers according to – Payment of Bonus Act, 1965. The details about other terms and conditions of bonus payment are available on Contract Labour Cell website of BHEL Bhopal and shall be updated from time to time. The Bonus Payment Amendment Act 2015 will also be enforceable

10.0 PENALTY:-

Penalty for delay in work - For delays beyond the specified schedule, if attributable to the firm; Penalty may be imposed, at the specified rate, if any in NIT, maximum up to the ceiling of 10% of the contract value for the allotted work. The rate shall be ½ % of the involved contract value for the per one day delay. If any defects is noticed in the work at latter stage, the firm shall repair the same, in short time at free of cost. GST on penalty shall be charged extra. First one month shall not be considered for penalty in order to establish and streamline the contract.

Penalty for violation of safety norms - In case of violation of safety norms including non-use of personal protective equipment by the contractor's employee, the contractor shall be levied a penalty of Rs.1000/- per incident and if similar violation is repeated, an enhanced penalty of Rs.2000/- per incident shall be imposed.

If any defects is noticed in the work at latter stage, the firm shall repair the same, in short time at free of cost. For damages BHEL shall recover all the cost from the Contractor for the payments already made for the particular Job.

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The following shall amount to force majeure conditions: Acts of God, act of any Government, War, sabotage, riots, civil commotion, police action, flood, fire, cyclone, earthquake, epidemic and other similar causes over which, no contractor has any control. In such cases, firm shall resume their operations, after reasonable and mutually agreed time.

12.0 ARBITRATION:-

12.1 All disputes between the parties to the Contract arising out of or in relation to the Contract, other than those for which the decision of the Engineer in the Contract or any other person is expressed to be final and conclusive, shall after written notice by either party to the contract to the other party, be referred to sole arbitration of the General Manager or his nominee. The Arbitration shall be conducted in accordance with the provisions of the Indian Arbitration and Reconciliation Act, 1996.

12.2 The parties to the Contract understand and agree that there will be no objection that the General Manager or the person nominated as arbitrator had earlier in his official capacity directly or indirectly dealt with the matters to which the Contract relates or that in the course of his official duties had expressed views on all or any matters in dispute or difference. The award of the arbitrator shall be final and binding on the parties to this contract.

12.3 The arbitration proceedings shall be held at Bhopal.

13.0 RIGHTS OF BHEL:-

BHEL reserves to itself, the following rights without entitling the Contractor to any compensation:-

13.1 Resorting to any, some, all of the actions like Contract termination, recovering the dues/ losses from the Security Deposit and the contract amount, forfeiting the Security Deposit, getting the work done through other agencies at the cost of the contractor, cancellation of registration, banning the business with BHEL etc., in any event of the followings:



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- a) Contractor's repeated poor performance, withdrawal from or abandonment of the work, except in force majeure conditions.
- b) Serious lapse in performance, Persistence disregard of the BHEL instructions.
- c) Insolvency of the contractor.
- d) Assignment, transfer, subletting of the contract work without BHEL's written permission.
- e) Non-fulfillment of any contractual obligations or obligations under the law.

14.0 '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 the contract.

SPECIFIC CONDITIONS:-

The following shall be specifically considered in execution of contract:-

1. ATTENDANCE RECORD OF CONTRACT WORKERS:-

"The contractor should maintain an Attendance Register against each work order in respect of the contract laborers deployed by him in that department. The contractor shall record the daily attendance of the workers. The register shall bear the daily signature of contract workers & contractor. The register shall be available at the place of work/dept. at all the times of work. 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. If during any inspection, the attendance register is not found at the place of work, the contract is liable to be short closed/ terminated." It shall be specifically provided that BHEL reserves the right to reject any Labour technically unsuitable.

2. WAGE RECORD OF CONTRACT WORKERS:-

"The contractor should maintain a Wage Register against each work order in respect of the contract laborers 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. The 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

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page. The Contractor shall pay wages not later than 7th of the succeeding month. The Wage Register shall bear the PF and ESI nos. of the workers.”

3. COMPLIANCE OF PF/ ESI DEDUCTIONS:-

“The 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 (bearing their names and PF/ESI no. and deductions made) 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.”

4. ESI CARD BASED LABOUR ENTRY:-

“Only those workers shall be allowed entry into Factory premises who have valid ESI card.”

5. UNIFORM, SHOES & HELMET FOR CONTRACT WORKERS:-

“In the first month of the execution of work order the contractor shall provide uniform, shoes & helmet to his workers & ensure its regular use by workers at workplace and provide an undertaking on this regard to the department and the first bill shall be processed only on the production of the undertaking. In case of non-compliance beyond second month the contractor shall be issued notice of termination of contract.”

6. SUPERVISION OF CONTRACTOR LABOUR:-

“The contractor should provide for at least one identified supervisor per shift. All issues regarding discipline at the works like work allocation, early exit, snacks distribution etc. are to be supervisor’s personal responsibility.”

7. CONTRACT LABOUR ACCIDENTS WHILE AT WORK:-

“In case of medical emergencies faced by contract 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. The Contractor shall 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.”



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8. 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 issuing tender form to any 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.”

9. In case of open tender, a clause shall be inserted in the tender condition which disqualifies a tenderer from participating in any tender where his relatives are working.

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. New Work order no. shall be allotted only after the contractor concerned furnishes copy of Form VI A regarding the closure of the earlier contracts (if any).”



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INSTRUCTIONS TO CONTRACTORS

STATUTORY COMPLIANCES TO BE ENSURED BY WORK ORDER ISSUING AUTHORITY FOR JOB/WORK /LABOUR CONTRACTS

1. BHEL shall have the privacy 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.
2. The contractor shall maintain regular contact with the designated employee(s) of BHEL and will interact on matters relating to the work awarded under this contract.
3. 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.
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. Contractor shall obtain Police Verification of all his workers.
6. 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).

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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 authorized 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

1. 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, 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.
2. Contractor to ensure that employee deployed in the premises is physically and mentally fit and do not have any criminal record.
3. 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 advice of contracting officer.
4. 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.
5. 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.
6. Contractor shall fully comply provisions of various applicable Labour laws.



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RECORDS & INFORMATION TO BE FURNISHED BY CONTRACTOR

1. Contractor shall maintain neatly, completely and legibly registers, records, and reports and returns for inspection by various authorities at short notice.
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.
3. 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 dept. As may be required.
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) 1970.

COMPLIANCE OF STATUTORY PROVISIONS

Contractor shall comply with the provisions of various Labour laws applicable, provisions of the following enactments and other enactments not limited to only the ones enumerated below.

- 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
- M.P. Shram Kalyan Nidhi Adhiniyam 1982
- Payment of Bonus Act 1963
- Inter State Migrant Act.



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STATUTORY REGISTRATIONS AND CLEARANCES

Contractor shall commence the work only after obtaining:

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

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 other declared holidays with written permission.
7. Obtain insurance cover for his employees/ equipment, tools etc. & third 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 equipment for his employees.
12. Distribute wage slip each month to his employees.
13. Ensure payment as per statutory norms in presence of concerned dept. representative.
14. Provide Uniform to labors different from BHEL employees.
15. Submit employee and employer contribution as per Shram Kalyan Nidhi Adhiniyam 1982.

PAYMENT OF WAGES ACT

1. Those engaging 100 or more workmen should submit copy of standing orders.
2. The Firm shall comply with the provisions of Factories Act.



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MODEL CONCILIATION CLAUSE FOR CONDUCTING CONCILIATION PROCEEDINGS UNDER THE BHEL CONCILIATION SCHEME, 2018

The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract or the Memorandum of Understanding (delete whichever is inapplicable), which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.

Notes:

1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.
2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996.

COMPENSATION CLAUSE

“BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life / permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below.

- 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, and commissioning services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing



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undertaken by the company or during any works / during working at BHEL Units / Offices / townships and premises / Project Sites.

c) Compensations in respect of each of the victims :

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

(ii) In the event of other permanent disability : Rs. 7,00,000/- (Rs. 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's Compensation Act, 1923."

GST Clause

1. 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.
2. HSN Code/SAC, rate of tax under GST and applicable GST (IGST, CGST/SGST/UTGST) and GSTIN shall be clearly mentioned by the Bidder.
3. 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.



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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.

- 4 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

5A. 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.

5B. 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

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