

GENERAL TERMS AND CONDITIONS

1. **In the event of acceptance** of tender, and if the contractor fails to commence the work within stipulated time frame, BHEL shall be at liberty to forfeit the said earnest money.
2. Accepting authority reserves the right to reject any or all the quotations without assigning any reason thereof.
3. The successful contractor has to execute an agreement on **non-judicial M.P. Government non-judicial stamp paper of Rs. 500/- denomination.**
4. **General**
 - a) All the safety precautions will be taken care of by the contractor.
 - b) BHEL shall not be responsible for any accident/injury to the persons employed by the contractor for working in the BHEL, Bhopal premises.
 - c) The contractor has to ensure payment of minimum wages to their workers. The contractor will ensure that they release payment to their workers/supervisors as per norms published by our HR Contract labour cell. The contractor shall be responsible for providing uniform, shoes and helmets to their workers and remit contributions of PF and ESI on timely and regular basis which will be subject to checking by our HR Contract Labour Cell.
 - d) The contractor shall observe /perform all the laws/enactment rules and regulations of the central and state govt. which are in force from time to time. The workers will have to be paid bonus as per prevailing rules and also ensure payment of leaves as applicable.
 - e) In case of contractor abandoning the work and running away, BHEL reserves all rights to get the unfinished work completed at the risk & cost of contractors.
5. **Jurisdiction**, if any, shall be at Bhopal only.
6. **Attendance record of contract workers** - "The contractor should maintain an Attendance Register against each work order in respect of the contract labourers 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 at all the times of work, be available at the place of work/deptt. 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. "
7. **Wage record of contract workers** - "The contractor should maintain 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 CLC (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 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."
8. **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."
9. **ESI card based Labour Entry** - "**Only those workers shall be allowed entry into Factory premises who have valid ESI card.**"
10. **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 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.”

11. **Supervision of Contractor labour-** “The contractor should provide for at least one identified supervisor in 1st & 2nd shift. All issues regarding discipline at the works like work allocation, early exit, snacks distribution etc. are to be supervisor’s personal responsibility.
12. **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.”
13. **Police Verification :**
Contractor must have to submit Police Verification of their Contract workers within 15 days i.e. from start of work to the respective contracting departments /executives /HoDs.
14. **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)”.

INSTRUCTIONS TO CONTRACTORS

STATUTORY COMPLIANCES TO BE ENSURED BY WORK ORDER ISSUING AUTHORITY UNDER WORKS CONTRACT

- ☐ BHEL shall have the privities of the contract with the contractor only and will give instructions to the contractor or his authorized representative. BHEL will have nothing to do or be concerned with the employment of employees working for the contractor. The relationship between BHEL and the Contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or an employer-employee relationship.
- ☐ The contractor shall maintain regular contact with the designated employee(s) of BHEL and will interact on matters relating to the work awarded under this contract.
- ☐ Contractor will ensure that the job is executed through his employees on his rolls and under no circumstances the contractor will deploy any casual employee to carry out the job nor shall sub-contract the job without prior written permission.
- ☐ Contractor shall observe Provisions of the Factories Act in respect of working hours, holidays, rest intervals, leave and overtime to his employee. No work shall be done on second/third shift, overtime, Sundays or on other declared holidays without written permission.
- ☐ Contractor shall obtain Police Verification of all his workers.
- ☐ Contractor shall submit following Certificate for each contract separately.
“ It is certified that PF challans of the amount ----- pertains to my workers whose names are appearing in the wage sheet of the month ----- and these workers are engaged in ----- (type of work) against work Work order no. ----- in ----- (name of department).

Signature of Contractor

PAYMENT OF WAGES

- ☐ Contractor shall be responsible for making payment of wages through Bank / Cheque before expiry of 7 days from the last day of wage period and to ensure disbursement of wages in the presence of the 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

- ☐ 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.
- ☐ Contractor to ensure that employee deployed in the premises is physically and mentally fit and do not have any criminal record.
- ☐ Contractor will be responsible for good conduct of his employees. In case of misconduct, contractor shall take prompt disciplinary action as per "Model Standing Orders" on the advice of Contracting officer.
- ☐ The contractor has to provide a distinct uniform different from BHEL employees. The Uniform should have logo of the Contractors firm / company. The uniform shall be kept in neat, tidy and wearable condition. Wherever necessary, the Cap shall be integral part of the uniform
- ☐ Contract awarded is liable for termination for any contravention of statutory provisions or any other reasons without assigning any explanation or notice to the contractor.
- ☐ Contractor shall fully comply provisions of various applicable labour laws

RECORDS & INFORMATION TO BE FURNISHED BY CONTRACTOR

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

COMPLIANCE OF STATUTORY PROVISIONS

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

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

Payment of Wages Act.

Minimum Wages act 1948, M.P. Rules 1958

Employees State Insurance Act 1948, Rules and regulations 1950

Employees Provident Fund Act 1952 and Pension Scheme 1995

Workmen's Compensation Act 1923

M.P. Industrial Relations Act 1960.

Factory Act 1948

Maternity Benefit Act 1961

Equal Emolument Act 1976

M.P. Shram Kalyan Nidhi Adhiniyam 1982

Payment of Bonus Act 1963

Shop & establishment Act 1958

Inter State Migrant Act.

STATUTORY INSTRUCTIONS TO CONTRACTOR

(To be ensured by contracting dept.)

1.0 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 in form 13*

2.0 CONTRACTOR SHALL ENSURE FOLLOWING WHILE EXECUTING CONTRACT

- 1. Employment card as per rule no 76 of contract labour (Regulation & Abolition) MP rules,1973*
- 2. Appointment letter to his employees.*
- 3. Annual leave with wages including 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/equipments, 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 equipments for his employees.*
- 12. Distribute wage slip each month to his employees.*
- 13. Ensure payment as per Minimum Wages Act, 1948 & additional wages as declared by BHEL, Bhopal from time to time, in the presence of concerned dept representative/ through bank account*
- 14. Submit employee and employer contribution as per Shram Kalyan Nidhi Adhiniyam 1982.*

3.0 PAYMENT OF WAGES ACT

- 1. Those engaging 100 or more workman, should submit or copy of standing orders.*
- 2. Shall comply with the provisions of Factories Act.*

4.0 ON COMPLETION OF WORK

Submit PF & inspection report

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.*

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 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.”*
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(Signature & Seal of Contractor & Date)