

Compensation Clauses

“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, 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) *Compensation 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 (l) of the Employee’s Compensation Act. 1923.”*

Signature of the bidder with Seal & Date

GST CLAUSES:

The following to be mentioned under Separate Head: Taxes & Duties- GST Clauses in the NIT.

- a) In case GST credit is delayed/ denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of time line prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from vendor along with interest levied/leviable on BHEL.
- b) In case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor/contractor alongwith interest levied/leviable on BHEL.
- c) Vendor to ensure correct applicability of IGST/CGST/SGST/UTGST based on the Inter / Intra state movement Supply of goods and services or both.
- d) Taxes and duties prevalent on the contractual delivery date or the actual delivery date (in case of delay) whichever is lower shall be applicable paid. Composition Scheme to be addressed.
- e) Vendor shall note that the Invoice has to be raised quoting HSN Code of Goods or Accounting Code of Services or both wherever applicable.
- f) Invoice should mention GSTIN of BHEL R&D as mentioned in PO/LO

Corporate R&D GST Registration numbers: GST compliant invoice shall mention the
GST registration number of Corporate R&D: 36AAACB4146P1ZG

- g) Supplier shall mention their GSTN registration number in all their invoices and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No which is linked/uploaded in GSTN network shall be clearly indicated), item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, etc.
- h) A declaration to the effect that all tax liability as per GST rules and regulations shall be discharged.

Signature of Contractor