



JHS 2055C ROO

## GENERAL TERMS AND CONDITIONS OF ENQUIRY FOR WORKS CONTRACTS

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SN	Description
I	<b>General:</b>
A	These general terms & conditions shall apply to all enquiries, notice inviting tenders, request for quotations for rendering of Works Contracts to Bharat Heavy Electricals Ltd., Jhansi (hereinafter referred to as BHEL) for its requirements .
B	Special / supplementary enquiry conditions, &Checklist requirements, if any, covered in the respective enquiry, will override the relevant conditions mentioned in this document
C	Commercial Conditions quoted by the vendor in any place including as stated in bidder's 'General Terms and Conditions' if any, shall not be binding on BHEL. Only the conditions contained in this document, including special conditions, if any, for this enquiry shall prevail.
D	The details of <b>Notice Inviting Tender (NIT), Work Specification</b> , and associated <b>Qualifying Requirements</b> are enclosed separately to the respective enquiry
II	<b>Instructions to Bidders</b>
A	Sealed bids are invited for scope of the scope of Work, as detailed in the enquiry. Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, correction, erasure, or overwriting shall be valid only if they are attested under full signatures of person(s) signing the bid , else bid shall be liable for rejection. Any overwriting / cutting, etc. will be numbered by bid opening officials and announced during bid opening. Relevant enclosures, supporting documents, catalogue, samples, if any, as required as per Notice Inviting Tender (NIT) conditions shall be sent along with technical offer. All the columns in the tender form should be filled without leaving blank in any page of the tender and all the pages must be duly signed & stamped by the bidders before submission.
B	Price quoted should be as per Price Bid Format, as applicable( Excel Sheet - Form JS 146 for Works Contracts ) enclosed as soft copies to the Enquiry. Bidder to fill the same as called for in the respective form( Excel Sheet enclosed to the NIT) , take a print, and submit the Price Bid with seal and stamp. If Price is quoted in any other format other than the Excel Sheet enclosed to the NIT , the offer of the bidder will be rejected. Rate should be quoted in the units asked for in the enquiry. The rates should be quoted in figures in the unlocked cell of the excel sheet, and a provision is made in the excel sheet to derive the corresponding value in words.
B	In case of non-conformities/errors/discrepancies are observed between the quoted prices in figures and that in words, following guidelines are to be followed:-
(i)	In the price structure quoted, if there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the tenderer, there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall be governed and the unit price corrected accordingly.
(ii)	If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
(iii)	If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (i) and (ii) above.
(iv)	If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the tenderer, the bid is liable to be ignored.
C	Bids shall be submitted in a Sealed cover with Enquiry No., Due date and Bidder's name indicated on the Cover. The Cover should contain both <b>Part-I</b> and <b>Part -II</b> bids, as the case may be. ( Wherever, bids are called for in Single Part i.e Price Bid only, the same shall be mentioned in the respective enquiry ) <b>Part - I bid</b> In case of Two part Bid, <b>Part - I</b> bid i.e. <b>Technical bid</b> containing (i) Technical Offer (iii) <b>un-priced copy</b> of the Price Bid, (iv) EMD ( if called in NIT),and (v) Relevant documents of PQR ( if called in NIT), all duly filled-in & signed; should be kept in one envelope. The Part - I bid Cover items should have Enquiry No., Part I Bid, Due date, and Bidder's name indicated on the Cover <b>Part - II Bid</b> <b>Part - II</b> bid i.e. <b>Price Bid</b> containing only the price (as called for in the price format where required), duly filled-in & signed; should be kept in a separate envelope. The Price bid Cover should have Enquiry No., Part II Bid, and Bidder's name indicated on the Cover  The envelopes indicating Part -I or Part-II, as the case may be, to be put in a bigger envelope, which should be addressed to In-charge, Tender Room, Bharat Heavy Electricals Ltd., Administration Building, Jhansi 284120. Enquiry No., due date and bidder's name must be mentioned on the bigger envelope. Offer must reach tender room of BHEL Jhansi latest by 13.15 hrs of the enquiry due date.

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<b>D</b>	All bidders can witness the opening of the Technical Bid. After evaluation of the Technical Bid which may involve cross verification with the respective clients, and assessment of financial strength. Price bids of only those bidders who are technically found suitable will be opened on a subsequent date which will be informed, in advance, to the concerned whose Technical bid has been accepted, for witnessing the Price Bid opening.
<b>E</b>	Offer received after 13.15 hrs of the due date will be termed as "Late" and shall not be considered
<b>F</b>	BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non consideration of their bids, in case BHEL decides to go for RA. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on <a href="http://www.bhel.com">www.bhel.com</a> ). For further information on RA, the bidders are advised to apprise themselves with the RA guidelines available at <a href="http://www.bhel.com">www.bhel.com</a>
<b>G</b>	Offers shall be submitted directly by the bidder or his authorized agent/representative only. Offers from any other sources shall be considered as unsolicited and shall be summarily rejected.
<b>H</b>	Bid in single part or techno-commercial bid in <b>two</b> part system (as the case may be) will be opened on the due date. In case of two part bid, price bids of techno-commercially acceptable bidder(s) only shall be opened on the assigned date, for which separate intimation will be sent to the acceptable bidders.
<b>I</b>	The bidder whose bid is technically not accepted will be informed & EMD wherever submitted shall be returned along with his price bid within <u>30 days</u> of contract finalization date. No interest will be payable on EMD amount. EMD shall however be forfeited in the event of bidder backing out after submission of the bid.
<b>J</b>	1. Any discount / revised offer submitted by a bidder on its own shall be considered, provided it is received on or before the due date and time of offer submission (Part-I). Conditional discounts shall not be considered for evaluation of tenders. 2. Unsolicited discounts / revised offers given after Part-I bid opening shall not be accepted. No change in price will be permitted within the validity period asked for in the enquiry. 3. In case of changes in scope and / or commercial terms & conditions, having price implication, techno-commercially acceptable bidders shall be asked by BHEL to submit the impact of such changes on their price bids. A suitable cut-off date and time shall be given to all the commercially acceptable bidders to submit the impact on their price bids. In case a bidder opts to submit revised price bid instead of impact called for, then their original price ( i.e. previous bid) shall be necessarily opened to know the price impact. .
<b>K</b>	Wherever the enquiry is issued to registered contractors for the particular type of work, BHEL expects that the bidder must respond to the enquiry. Regret letter, with valid reasons for not participating in the tender will be submitted where the bidder is unable to submit offer. Repeated lack of response on the part of vendor may lead to his deletion from BHEL's list of registered contractors.
<b>L</b>	Offers of the Bidders who are under HOLD or are under Interim Suspension or are on the banned list ( as on date of Price bid opening ) and / or those bidders who engage services of such suspended / banned firms, shall be rejected. The list of firms banned by BHEL is available on BHEL web site <a href="http://www.bhel.com">www.bhel.com</a> . The list of firms suspended by BHEL, Jhansi is available on <a href="http://www.bheljhs.co.in">www.bheljhs.co.in</a> . The " Guidelines for suspension of business dealings with Suppliers / Contractors" is uploaded on BHEL website <a href="http://www.bhel.com/vender">http://www.bhel.com/vender</a> registration/vender.php
<b>M</b>	In case of press tenders (i.e. those published in newspapers) all corrigenda, addenda, amendments, time extensions, clarifications etc. to the tender will be hosted on BHEL website. ( <a href="http://www.bhel.com">www.bhel.com</a> & <a href="http://www.bheljhs.co.in">www.bheljhs.co.in</a> ) only. Bidders responding to press tender should regularly visit website(s) to keep themselves updated.
<b>N</b>	BHEL shall be under no obligation to declare a bid as lowest tender, if prima facie, it comes out that the bidder has made a desperate effort to be L1 by quoting unreasonable commission charges w.r.t. estimate which includes Financing cost ( Supervisor cost, Administrative cost, Statutory liabilities, Interest, etc.) . Such offers are liable to be rejected. and the decision of BHEL shall be final and binding to the concerned bidders, for all consequences. .
<b>O</b>	In the course of evaluation, if more than one bidder happen to occupy L-1 status and the order is to be placed on a single vendor, effective L-1 will be decided by soliciting discounts( wherever feasible ) from the respective L1 bidders.. In case more than one bidder happen to occupy the L1 status even after soliciting discounts, the L1 bidder shall be decided by, a toss / draw of lots, in the presence of the respective L1 bidder(s). BHEL's decision in such situations shall be final and binding to all the concerned bidders, for all consequences
<b>P</b>	At the time of submitting the offer, the bidders are required to submit a self declaration on Stamp Paper of Rs. 100/- (i) that have not been found guilty by a Court of law in India for any crimes of fraud, dishonesty or moral turpitude, (ii) that have not been blacklisted/under hold/banned or delisted by BHEL Jhansi or any other Unit/ Office of BHEL or any other organization, before or till, on the date of tender,

( Signature, Seal & Stamp of the Bidder )

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	<p>(iii) that they shall not be influenced by anyone in deployment of labour, for the contract.</p> <p>(iv) that they will deploy persons preferably with experience developed in BHEL Jhansi, for the contract.</p> <p>(v) that the manpower deployed for the contract shall be competent to carry out the assigned task,</p> <p>(vi) that the manpower will be deployed after acceptance of the Head of the Executing Department</p> <p>(vii) that BHEL shall reserve the right to reject any labour deployed - if found not having the requisite documents, proficiency, experience etc. for the relevant task or found involved in any misconduct.</p> <p>(viii) that they undertake to pay minimum wages to the labour employed by them in the contract, and also undertake to abide by all statutory and regulatory requirements, as also the references, terms and conditions mentioned in the tender document, while carrying out work at BHEL Jhansi.</p> <p>(ix) that they undertake to pay Stamp Duty ( wherever applicable ) on Security Deposit to the Government</p> <p>The Format enclosed as Annexure V is to be submitted necessarily along with the tender, else the offer will be rejected. The successful bidder (s) shall necessarily comply with all the clauses outlined in the undertaking submitted. If any discrepancy / deviation is observed during running of the contract in this respect, BHEL holds the right to take necessary action against the bidder(s) and all such decisions, so taken, shall be binding on the bidder(s)</p>
Q	<p>BHEL can consider awarding tendered quantities among more than one bidder (after acceptance of L1 price by the other bidders) in the manner and proportion disclosed in the tender conditions. Normally, the quantity distribution shall be generally as per quantities allocated to the bidder. The loading will also be subject to factors like (a) Performance of the Contractor during execution of contract, (b) Pendency of liabilities on behalf of the Contractor in other contracts and (c) responsiveness in addressing pending issues at BHEL. In view of above factors, the loading during execution of contract may vary with respect to allocated quantity.</p> <p>During execution, if the performance of Contractor is not upto the mark in respect of performance, BHEL reserves the right to either reduce further loading or stop loading till the successful execution of overdue contracts. In such cases the balance allocated full or part quantity of the defaulting contractor(s) may, at the discretion of the BHEL Jhansi, be re-distributed to other performing and willing contractors of the contract. In this respect, the decision of BHEL shall be final and binding.</p>
R	<p>The bidder shall submit price bid strictly in the price format, wherever provided for, in the enquiry. Any attempt on the part of the bidder to alter the contents of the price bid format in any manner, which in the opinion of BHEL can vitiate the tendering process, will lead to rejection of the bid, <i>besides BHEL taking appropriate punitive action as deemed fit.</i></p>
<b>III Benefits earmarked for Micro &amp; Small Enterprises (MSEs)</b>	
A	<p>MSE bidders who are registered by bodies like MSMED, NSIC &amp; DIC specified by Ministry of Micro, Small and Medium Enterprises ( MoMSME ) can avail the intended benefits only if they submit along with the offer, relevant documents including valid certificate as mentioned in " Format for Supplier MSME Status' on Supplier Information Portal of BHEL, Jhansi. In case the valid MSE registration of the bidder is already updated in Supplier Development Cell (SDC) records of BHEL, Jhansi, it may not submit the details again.</p>
B	<p>Tenders to MSE suppliers shall be issued free of cost &amp; no EMD wherever called for will be insisted upon. However, such MSE bidders shall submit along with bid, relevant documents including valid certificate. Date to be reckoned for determining the deemed validity will be the date of bid opening ( Part I in case of two part bid ). Non- submission of such document will lead to consideration of their bid, at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening.. Documents should be notarized or attested by a Gazetted Officer.</p>
C	<p>In tender, participating MSEs quoting price within price band of L1 ( on total cost to BHEL ) +15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price <b>in a situation where L1 price is from someone other than a MSE</b> and such MSE shall be allowed to supply up to 20% of total tendered quantity. In case of more than one such MSE within price band of L1 ( on total cost to BHEL ) +15%, the supply shall be shared proportionately ( to tendered quantity, as per their tender ranking of the bidders and also their SC/ST status). However if there are more than one MSE vendor at the same price level, then the quantity shall be distributed equally. A quantum of 4% out of 20% quantity, so earmarked, will be reserved for MSE's owned by SC / ST entrepreneurs who submit their bid with relevant documents. However, such distribution shall be subject to the tender requirement in terms of Customer approval of vendors, divisibility of quantity, etc. While all efforts shall be made to ensure compliance to the stated distribution, the decision of BHEL in distribution stated in this clause shall be binding on all bidders.</p>

( Signature, Seal & Stamp of the Bidder )

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	<p><b>The above distribution is not applicable (a) where L1 vendor is MSE vendor and minimum 20% share is assured to the L1 bidder in the tender, or (b) where the MSE bidders qualified for distribution as per 'manner of splitting' clause in NIT already cater to 20% share in the tendered load.</b></p>
<b>D</b>	Wherever the bidder backs out in a tender, BHEL reserves the right to recover the Tender Cost / EMD cost from the bidder either from the running Bills of the Bidder or lodge a claim with the Banker of the Bidder
<b>E</b>	In case it comes to notice that the bidder is found responsible for misconducts like, having submitted fake/false/forged documents/ certificates, has misrepresented the facts, has wilfully suppressed the facts, has resorted to unethical/ illegal means, etc., action shall be initiated against such bidders as per the extant guidelines of the Company for suspension of business dealings.
<b>IV</b>	<b>Tender Evaluation Criteria</b>
	The evaluation of the tender shall be carried out as follows
<b>A</b>	Capability of the Contractor will be assessed on the pre qualification criteria ( if mentioned in the relevant enquiry), basis of employees including supervisors on their rolls, , previous track record, experience in other organizations, any pending defaults of the contractor, etc. If required, the details of machinery, equipments in possession of the contractor also will be assessed. BHEL officials may cross check with the respective clients, to evaluate the capability and assess the performance  BHEL reserves the right to reject the offers which do not meet the qualifying criteria or those offers with deviations or load the deviations suitably for evaluation
<b>B</b>	Price Bids will be opened or participation in Reverse auction will be allowed to only Techno-Commercially accepted bidders.
<b>C</b>	Evaluation of the tender shall be on the basis of delivered cost, i.e. 'total cost to BHEL' w.r.t the finalized technical scope and commercial conditions after considering, inter alia, Taxes and Duties, if any.
<b>D</b>	The contractor shall be awarded the work on overall L-1 basis, if otherwise not specified in the tender document.
<b>V</b>	<b>Pricing Terms</b>
	While quoting the price , the bidder must keep in view the prevailing applicable minimum wages of the Government of UP. It is the responsibility of the bidder to educate himself about all obligations to be performed under the contract, the financing cost, supervisory cost, administrative expenses, Statutory liabilities, etc. and then submit the price accordingly.  Wherever evaluation is for each item, Price quoted will be on " Rs. / Unit of measurement' basis.  Wherever evaluation is for total package, Price quoted will be on " lumpsum basis' basis, wherein the 'item rate ' will be calculated on %age allocation basis for each item  Prices once quoted towards commission charges shall remain firm within the validity or any extension thereof for award of contract, till complete execution of the contract, without any escalation/increase for any reason, whatsoever, unless specifically provided for in the Enquiry & Contract.
<b>VI</b>	<b>Price Validity :</b>
	Unless stated otherwise in the enquiry, offer shall be valid for a period of 120 days from the date of Techno- commercial (Part-I) bid opening date.
<b>VII</b>	<b>Validity of Contract</b>
	The contract will commence on the date as applicable against the contract and shall be valid as per the validity period of the contract. The contract can be extended further on mutual agreement, for a mutually agreed period, on same terms, conditions and rates.  Once the contract is finalized, the rates agreed upon shall be valid for the period of contract as stipulated in the tender.  In case the contract is for a period of two years, on successful completion of work after one year, the Contract may be extended for a period of one more year, The Contractor is bound to execute the contract during the second year, without any demur. If the contractor fails to execute the contract during the second year, BHEL reserves the right to execute the contract through alternate sources at the risk and cost of the Contractor and the Company reserves the right to take appropriate action against the Contractor. In case of an adverse feedback on the Contractor during the first year, BHEL may take necessary action to award the contract on alternate sources at the risk and cost of the Contractor

( Signature, Seal &amp; Stamp of the Bidder )

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VIII Contractor's obligations	
<b>A</b>	<b>Towards selection, control and supervision of employees</b>
<b>1</b>	Contractor shall deploy the labour for execution of the work awarded to him and he or his authorized representative will be solely entitled to instruct such workers about the manner of carrying out the work as per the prescribed specifications  The Contractor shall provide the copies of the appointment letters. The letter of appointment should specify the date of termination or a stipulation of a happening based on which the contract of employment will discontinue.  The labour shall be deployed within 15 days of award of contract.
<b>2</b>	Contractor shall supervise the work allotted to him and to be carried out by his labour.
<b>3</b>	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
<b>3.1</b>	Aadhar card is mandatory for contract labours and supervisors for making of their gate pass for entry in BHEL premises.
<b>3.2</b>	Contractors are advised that contract labours must be employed without any discrimination on caste or creed basis
<b>3.3</b>	Supervisors of contracting firms who sign on behalf of contractors must have Power of Attorney to the same effect.
<b>3.4</b>	<b>Communication &amp; Correspondence</b> : - Bidder has to provide at least one authorized email ID for fast communications. Two email IDs are desirable. All official communications shall be sent to email / IDs and hard copies will not be sent. Such communication shall be deemed as delivered and final. Bidder has to regularly view his email box and also remain in touch with the department to remain updated. Non viewing of mail box or non functioning of Internet & PC will not be entertained as a reason for no-response to any official communication. Two Mobile phones numbers should also be provided for communication / reminding. Such phones should be promptly attended. If due to any reason, bidder / authorized representative is unable to attend a call, he should revert back to BHEL officials as soon as possible on the same day or, at the maximum, on the next working day. Any change in e mail ID should be properly communicated in person, e-mail & hard copy. Non response to a communication calling for action, shall be deemed to be a deliberate violation of contract condition and may invite suitable penal action for which contractor shall be solely responsible.
<b>3.5</b>	<b>Care &amp; Treatment:</b> Contractor or his representative should be in regular touch with all his employees during all work timings. If any worker falls ill or suffers an accident/injury, the contractor or his authorized representative, shall immediately arrange to take him for proper medical care. Delay/ignoring will be treated as violation of contractual obligations.
<b>4</b>	<b>Age of workers:</b> The contractor shall not employ any person who has not completed his 18 years. Also age of worker deployed should not exceed 60 years.
<b>5</b>	Contractor to ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such labour shall be hale and healthy and should not suffer from any communicable diseases. Such employees should possess requisite, proficiency, experience etc. acceptable to BHEL.
<b>6</b>	<b>Discipline:</b> The Contractor shall be responsible for the discipline of his own employees deployed under the contract. In case of any loss to the BHEL Jhansi on account of indiscipline of employee, then such loss shall be assessed and recovered from the running bills of the contractor or from the Security Deposit
<b>7</b>	The contractor, on advice of authorized BHEL official, shall immediately redeploy the labour to other areas. The contractor, on advice of authorized BHEL official, shall immediately remove any person employed by him, who may in the opinion of such authorized BHEL official, is involved in misconduct. Such person shall not be re-employed by the contractor without prior permission.
<b>8</b>	Contractor will keep watch on his employees and he will be liable for any pilferage/ loss to BHEL due to acts of omission and commission by his employees. Similarly, liability for any compensation to outsiders on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with him.
<b>9</b>	Contractor to ensure compliance of the instructions contained in safety guidelines issued by Safety Deptt (HSE) of BHEL, Jhansi (Same can be downloaded from BHEL Jhansi website) . The contractor has to ensure that all precautions are taken for safety of his employees and equipments.
<b>10</b>	<b>Record Keeping:</b> Contractor shall maintain appropriate records of his employees deployed, at all work places, to carry out the job(s). Contractor shall maintain neatly written, complete and legible registers, records, reports and returns, which will be available at all times, for inspection by various authorities at short notice .If during inspection, the attendance records are not available at work place, the Contract is liable to be short closed.
<b>11</b>	<b>Uniform:</b> The contractor shall be responsible to necessarily provide to his workers, in the first month of start of Contract, uniform and safety gears such as shoes, helmet and PPE, as listed in the Enquiry. This distribution shall be done in the concerned Department in the presence of representative of HR and Executing Department .The uniform should be dark blue trousers and light blue shirt for males and dark blue trousers/salwar and light blue kurta/ kameez/ top for female. The uniform should have logo of the contractor's firm/ company which shall be affixed by the contract labour on the left side of his pocket. The uniform shall be kept in neat, tidy and wearable condition.  The stitching and logo charges should be borne by the contractor.  Contractor shall ensure that the employees are in neat and tidy uniform and safety gear on duty.  Contractor has to provide an Undertaking that he has provided Uniform, Shoe, PPE to the contract labour in the first month of start of Contract. This will be signed by Department and HR personnel who have witnessed the distribution.

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	<p>The first monthly bill of the Contractor shall be cleared only after submission of this undertaking. In case of non compliance in the first month, a penalty of ( 1 % of contractor commission or Rs 5000 / -, whichever is higher ) shall be recovered from the Contractor Commission / Security Deposit. In case of non compliance beyond second month, notice for termination of the contract shall be issued.</p>
12	<p>In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees from the establishment of BHEL. In case contractor decides to terminate services of his employees, he should settle all terminal dues required. In case of failure to do so, necessary penal action shall be taken against the Contractor.</p>
13	<p><b>Tools, tackles and materials :</b> Wherever mentioned in the enquiry, Contractor shall provide to his employees all tools, tackles, material, equipments as specified in contract and maintain the same to carry out the job under the contract at his risk and cost. BHEL shall not have any liability for these tools, tackles, equipments or material.</p>
14	<p>Contract shall in his absence keep competent agent constantly on the works and any directions / explanations given by the 'Contract Executing Officer 'or his representative to such agent shall be held to have been given by the Contractor himself.</p>
<b>B</b>	<p><b>Towards statutory liability</b></p>
1	<p>BHEL shall not be responsible for any claims by statutory authorities and losses under various Labour Laws, statutes or any civil or criminal law, in connection with labour deployed by the Contractor.</p>
2	<p>The changes in the statutory liabilities as and when done by respective government/ agency shall be applicable to the contract labours deployed under the contract.</p>
3	<p>The Contractor shall attend to all inspections notified / conducted by the HR department of BHEL, Labour Department, P F Authorities, Factory inspectors, ESI Inspectors, or any other such authorities under the Act, failing which appropriate action shall be initiated against the Contractor.</p>
<b>C</b>	<p><b>Towards Finance</b></p>
	<p>Contractor to arrange his own finance for carrying out the job including supply of tools, tackles and equipments, if required, to his employees, payment of wages to his employees etc.</p>
<b>D</b>	<p><b>Towards Labour Licence</b></p>
1	<p><b>Labour Licence</b></p>
(i)	<p>Contractor shall within 15 days of commencement/ completion of work-order submit Form VI-A to RLC office. The first &amp; final bill shall be processed only on clearance regarding submission of Form VI-A by contractor.</p>
(ii)	<p>Contractor shall apply for Form V to BHEL for obtaining labour license (if the number of workers deployed is more than 19) from appropriate government (as on date Central Government) and submit the same within one month from the date of award of the contract. Contractor shall possess separate valid Labour license from appropriate government for each contract in line with CL(R&amp;A) Act before deploying their employees.</p>
(iii)	<p>In case the number of employees desired to be deployed by the contractor against the contract during execution exceeds the number of employees allowed in the license, then the contractor shall obtain prior amended valid labour license for the contract for the requisite number of employees.</p>
(iv)	<p>The contractor cannot deploy the contract worker without obtaining requisite Labour licence from the Appropriate Government (Central Govt.) authority. Till then the contractor shall be allowed to deploy maximum 19 workers or the numbers required whichever is less.</p>
(v)	<p>The Contractor shall submit Half Yearly / Yearly Returns to Regional Labour Commissioner or appropriate Authority as required under Contract Labour ( Regulation &amp; Abolition ) Act 1970 and forward a copy to HR Department.</p>
2	<p><b>Personal Accident Insurance Policy</b></p>
(i)	<p>Contractor shall necessarily buy Personal Accident Insurance (24x7) policy for all of his employees deployed under the contract before the start of work. No employee should enter the BHEL factory premises or working area without insurance cover as stated below. Copy of the stamp Policy to be necessarily submitted by the Contractor in the first month itself of start of the contract.</p>
(ii)	<p>The policy should cover the accidental death of workers for 24 Hrs for all the seven days of week.</p>
(iii)	<p>The policy should be purchased from Govt. under taking company.</p>
(iv)	<p>The coverage shall be of Rs. ten lakhs per individual. The sum assured (Rs. ten lakhs) shall become payable to the nominee/legal heir in the event of death due to accident of insured person.</p>
(v)	<p>In the event of death of any contract worker deployed by the contractor without proper insurance cover, the contractor shall be liable to pay Rs. Ten lakhs to the nominee/ legal heir of such deceased contract worker.</p>
(vi)	<p>In absence of any timely action by the Contractor, 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.</p> <p>a) Victim: Any person who suffers permanent disablement or dies in an accident as defined below.</p>

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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 , troubles shooting , servicing , overhaul, renovation and retrofitting , trial operation , performance guarantee testing undertaken by the company or during and 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 ).

Permanent Disablement: A Disablement that is classified as a permanent total disablement under the provision to Section 2 (1) of the Employee's Compensation Act 1923

### **E Towards Provident Fund**

1 The contractor should get / have independent EPF code before deployment of his contract worker against contract.

2 The Contractor should allot PF account number and get the nomination form, duly filled in, from each worker deployed by him at the time of joining. Each worker must have his/her Provident Fund KYC completed and his respective UAN must have been allocated.

3 In case the worker already has PF/pension account number, allotted to him, previously, then the contractor shall get the transfer form filled up at the time of joining and send to the office of concerned Regional Provident Fund Commissioner.

4 After termination of contract the contractor shall provide due assistance to the employee for withdrawal of PF/pension amount, when due.

5 The Contractor shall liaise with the PF officials to get the annual PF slips and distribute amongst his own workers. Security Deposit shall be released only after submission of PF slips of workers.

### **6 PF Contribution**

<b>Employee's Contribution</b>	<b>Employer's Contribution</b>	
12% of Normal wages paid	PF Contribution	3.67 %
As applicable by respective Govt./ Agency. (Current statutory wage ceiling - Rs.15000/-month on Employee's/ Employers Contribution).	Insp/ Admn. Charges (subject to minimum Rs. 500/- per challan)	0.50 %
	Admn. / Insp Charges	0.50 %
	Pension Fund	8.33 %
	EDLI Charges (subject to minimum Rs. 200/- per challan)	0.01 %
	<b>Total</b>	<b>13.01 %</b>

7 The Contractor shall submit annual returns in Form-6A and Form 3A, prescribed under statutory EPF scheme, 1952, in respect of each worker deployed by him with a copy to HR.

### **F Employees State Insurance**

1 The Contractor should allot ESI account number and get the nomination form, duly filled in, from each employee deployed by him at the time of joining

2 At the time of joining the contractor shall get the self/family registration form filled by the workers and submit to the local ESI office.

3 The contractor shall facilitate collection of issued ESI cards by his worker

4 As applicable by Government/ respective agency, the existing wage limit for coverage under the Act is Rs. 21,000/- per month w.e.f. 01/01/2017.

### **5 ESI Contribution**

<b>Employee's Contribution</b>	<b>Employer's Contribution</b>
0.75 % of gross wages	3.25 % of gross wages

6 The Contractor shall submit annual returns in Form-6 prescribed under ESI Act, deployed by him with a copy to HR and Finance department

7 The Contractor shall produce the following Registers and forms as per Contract Labour (R & A) Rules 1971 for verification by the Executing Officer of the company :-

(i)	Form XIII	Register of Workmen employed by contractor (Rule 75)
(ii)	Form XIV	Employment Card issued by contractor (Rule 76)
(iii)	Form XVI	Muster Roll 78(1) (a) (i)
(iv)	Form XVII	Register of Wages (Rule 78 (1) (a) (i)

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	(v)	Form XVIII	Register of wages-cum Muster Roll (in case of weekly Payment)
	(vi)	Form XIX	Wage Slip (Rule 78)(1) (b)
	(vii)	Form XX	Register of deduction for damages of loss (Rule (78)( 1) (a) (ii)
	(viii)	Form XXI	Register of fines (Rule 78) (1) (a) (ii)
	(ix)	Form XXII	Register of advance (Rule 78) (1) (a) (ii)
	(x)	Form XXIII	Register of overtime (Rule 78) (1) (a) (iii)
	(xi)	Form XXIV	Return to be sent by the contractor to licensing officer (Rule 82)
	(xii)	Form XII	Register of Adult Workers
	(xiii)	Form XIV	Leave with wage register
	(xiv)	Form XV	Leave book
<b>8</b>	Contractor shall fully abide by the provisions of various applicable labour Act/laws and all other enactments as applicable for such contracts.		
<b>9</b>	The Contractor shall display the list of Contract workers and list of those to whom the PF / ESI is given , every month, on the display notice board.		
<b>G</b>	<b>Bonus</b>		
	The contractor shall be liable to pay statutory bonus under payment of Bonus Act, 1965 and submit proof of disbursement along with received copy of Form-D to L.E.O Office.		
<b>H</b>	<b>Leave with Wages to their employees</b>		
(i)	For every 20 working days worked, one paid leave will be payable by the Contractor. The Contractor shall pay the unavailed portion of the leave along with monthly wages / at the end of the Contract period. Guidelines as per factories Act 1948 & U P factories Rules 1950 should be strictly observed with regard to crediting / availing of leave of absence. Register as prescribed under the said rules should be maintained by the contractor.		
(ii)	The contractor will give paid National Holidays( namely 15 <sup>TH</sup> August, 2 <sup>nd</sup> October , 26 <sup>th</sup> January and any other National Holiday as declared by Government of India and endorsed by BHEL ) to his employees.		
<b>I</b>	<b>Towards Conduct</b>		
(i)	Contractor shall comply with all the provisions of Labour Laws and attend the office or any other place as directed by the Authority of any labour department or Authority / Officer of BHEL Jhansi;		
(ii)	Contractor shall behave properly with the dealing officials of BHEL Jhansi and shall not use baseless or unparliamentary word or language against any of them in verbal/written communications, and shall not make any unfounded or unsupported defamatory allegation whatsoever against any officials of BHEL Jhansi .If any discrepancy comes to notice in this respect on part of the contractor, the same shall be viewed seriously by BHEL and suitable action, as deemed fit, shall be taken by BHEL.		
(iii)	Contractor shall necessarily receive any letter, notice or communication issued by BHEL Jhansi in respect of the contract, and comply with the instructions, contained therein;		
(iv)	The contractor shall not indulge in any form of coercion, intimidation, threats, fake allegations acts which prevent /obstruct BHEL Officials in discharging their duties. If any discrepancy comes to notice in this respect on part of the contractor, the same shall be viewed seriously by BHEL and suitable action, as deemed fit ,shall be taken by BHEL.		
(v)	The contractor shall not circulate any misleading papers / pamphlets / advertisements / any social media which are factually not correct / defamatory to officials or to BHEL.		
(vi)	Whenever it comes to notice that undue influence ( external ) is exerted to appoint select labour, the Contractor shall report the same immediately, with necessary details, to the Head of Executing Department& CCC		
(vii)	Contractor shall not charge any undue money from his employees who are taken on roll for BHEL contracts. Any complaints received regarding contract worker exploitation (i.e. non-compliance of labour laws, release of less payment/perks, delay in payment, demanding money from contract workers) shall be viewed very seriously, and necessary action, as deemed fit, shall be initiated against the Contractor. Contractor to take due care of this aspect during running of the Contract.		
<b>J</b>	<b>Non compliance of obligations</b>		
	That in the event of any act or activity in contravention of above clauses mentioned at clauses VIII (A) to VIII (I) above, and if any deficiency comes to notice of BHEL that the Contractor has failed to discharge any of the above obligations, the Contractor will be informed of the same and asked to rectify the deficiencies within three days, failing which, BHEL reserves the right to impose penalty / suspend the Contractor / terminate the contract, and take alternative action at the risk and cost of the Contractor		

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IX	Deposit Submission
A	<b>Security Deposit</b>
1	<b>Modes</b> To ensure performance of the contract, the successful bidders who are awarded the contracts are to submit a Security Deposit for 5 % of the Contract Value. This is applicable to MSE bidders also. Security Deposit will 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. / Consortium Banks ( as updated on BHEL website) . The Bank Guarantee should be as per BHEL format ( Annexure VIII) (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 furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL (v) Securities available from Indian Post offices such as National Savings Certificates, KisanVikasPatras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)  <b>(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. Waiver will be available as per extant Works policy available on BHEL intranet)</b>
2	<b>Collection of Security Deposit</b> At least 50% of the required Security Deposit, preferably by way of suitable Bank Guarantee, should be submitted before start of the work. The Bank Guarantee shall be from Consortium Banks of BHEL, the list of which is uploaded on Supplier Information Portal.  Balance of the Security Deposit can be deposited either in the form of Bank Guarantee, Pay Order, Demand Draft, Cheque or 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.  Any cases of Stamp Duty Charges ( if applicable) on the instruments of Security Deposit are the responsibility of the Contractor.  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 Security Deposit 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.
3	Security Deposit shall be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract.
4	The Security Deposit shall not carry any interest  <b>(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. Waiver will be available as per extant Works policy available on BHEL intranet. Wherever a Bank Guarantee , if due for extension, is not extended by the Contractor, the same will be encashed by BHEL)</b>
X	<b>Modalities</b>
1	<b>Appointment and Entry in Factory Premises</b>
1.1	The contractor shall submit the following to HR, contracting department and CISF
(i)	The details of the worker proposed to be deployed.
(ii)	Proof of remittance of fees for character certificate ( not older than three months ) at District Magistrate's Office along with Police Verification Certificate ( without any adverse remarks ) <b>OR</b> Character certificate ( not older than three years ) issued by District Magistrate's / ADM / SDM / SP / DSP Office
	The Contractor should submit the character certificate within 60 days of issue of Gate Pass, failing which the gate pass of the worker will be discontinued.
(iii)	Copy of employment card issued by contractor to his own worker as per Annexure II
(iv)	Agreement with BHEL in the format prescribed only on Rs. 100/- Non-Judicial Stamp Paper, as per Annexure VI

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<b>1.2</b>	Pursuant to submission of documents and the permission accorded by BHEL w.r.t the manpower proposed to be deployed by the contractor, the photo identity card shall be issued by the Contractor to the employee and submitted to HR department for issue of Gate Pass as per Annexure I. This identity card shall be forwarded by HR department to CISF, which shall then authorize the employee to enter the factory premises initially for a period of one month.
<b>1.3</b>	The photo identity card shall have to be revalidated every month on last working day of the month or any other date fixed to do so. In absence of such revalidation, duly forwarded by HR department, CISF shall not allow any employee to enter the premises of BHEL Jhansi.
<b>1.4</b>	The contractor shall maintain a register of persons employed by him in the format prescribed under Rule 75 of Contract Labour (R&A) Central Rules. A copy of this format is annexed as annexure III.
<b>1.5</b>	The entry of contractor's workers in factory premises shall be through biometric/smart cards. The contractor shall ensure issuance of biometric/smart card through time office section of BHEL Jhansi. After the conclusion of contract, the contractor shall collect these biometric cards from his workers and submit the same to Time Office section through contracting department. In event of any contract worker leaving the services before completion of the contract, the contractor shall ensure return of biometric card to BHEL Jhansi. In case of non return of biometric card, Rs. 200/- (Rupees two hundred only) per card shall be deducted from the Security Deposit of the contractor.
<b>1.6</b>	The required man days will be deployed by the contractor based on periodical requisition of the department considering total man days at his disposal and the workmen required during the tenure of the contract.
<b>1.7</b>	In case the labour employed by the contractor do not come in uniform, CISF may restrict their entry inside the factory
<b>2</b>	<b>Attendance and Payment of Wages</b>
<b>(i)</b>	Contractor should maintain attendance register by recording daily attendance duly signed by both contractor and contract worker in Form 16 of muster roll. Contractors are required to give attendance of workers deployed by them to the official of the Department, on all working days
<b>(ii)</b>	Statement of Wages of labours deployed by him in Form 17 under the contract, PF/ESI no., statutory deductions etc., in the format as in Annexure IV annexed to these terms and conditions to be maintained (Form XVII of Contract Labour (R&A) Rules)
<b>(iii)</b>	<p>The contractor shall pay minimum wages as applicable of the Appropriate Government .</p> <p>Any increase in minimum wages or increase in Variable DA by appropriate Government , the same will have to be paid by the Contractor to the labour during the currency of contract.</p>
<b>(iv)</b>	The monthly attendance of the previous wage period shall be submitted by the Contractor on the 1 <sup>st</sup> of every month , for verification by the Executive of the Concerned User Department. The Executive of the User Department, shall examine the veracity of the attendance as per extant guidelines of BHEL Jhansi, based on available records. Any case of discrepancies will attract penal action from BHEL.
<b>(v)</b>	The contractor shall issue pay slips to his workers, for the month deployed for undertaking activities under the contract, at least a day prior to disbursement of wages.
<b>(vi)</b>	<p>The contractor shall make payment to his own employees based on the actual attendance / work done ( as the case may be ), before the expiry of the 7<sup>th</sup> day after the last day of the wage period in respect of which the wages are payable, <b>mandatorily through direct credit in the Bank Accounts of the work force ( EFT )</b>. The Bank statement shall be verified by a representative from the area where the contract labour is deployed. Opening of Bank Account and making the payment of wages in the respective bank account is the responsibility of the Contractor. <b>The payment of wages to the employees shall not be subject to payment against the contractor's bills by BHEL</b>. In case the Contractor fails to make the payment by 7<sup>th</sup> of the month, the Security Deposit of the Contractor and all other dues shall be utilized by BHEL to discharge the contractor liability. Wherever BHEL has discharged the liability on behalf of the contractor, the Contractor shall replenish such amount immediately.</p>
<b>(vii)</b>	The contractor shall remit the cheques favouring RPFC and ESI Kanpur with the appropriate banks within such period as stipulated under relevant provisions. Last date for remittance of PF is 15 <sup>th</sup> and that in case of ESI is 21 <sup>st</sup> of each month. In case of non compliance, the bill of the Contractor shall be withheld.
<b>(viii)</b>	<p>In cases where the payment to the contractor is due only after completion of work and the payment is not made monthly , then the contractor shall have to produce documents as enumerated in respect of all workers deployed by him against the contract, for each month separately, along with final bills.</p> <p>In cases where the payment to the contractor is due only after completion of work and the payment is due within a month, then the payment shall be made after deducting the relevant portion towards PF , ESI, etc, and the same</p>

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	shall be reimbursed when the Contractor produces documents as enumerated in respect of all workers deployed by him against the contract, for each month.																								
<b>3</b>	<b>Measurement of Work and Payments thereof</b>																								
(i)	The designated officer of the Unit will periodically inspect the Work being provided by the contractor and find out deficiencies. The contractor shall rectify the same immediately to the satisfaction of the designated officer																								
(ii)	Payment towards work contract will be made to the contractor on the basis of following: - <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; padding: 2px;">SI no</th> <th style="text-align: left; padding: 2px;">Job / Activity</th> <th style="text-align: left; padding: 2px;">Unit of Measurement</th> <th style="text-align: left; padding: 2px;">Quantum of Work</th> </tr> </thead> <tbody> <tr><td style="text-align: center; padding: 2px;">1</td><td></td><td></td><td></td></tr> <tr><td style="text-align: center; padding: 2px;">2</td><td></td><td></td><td></td></tr> <tr><td style="text-align: center; padding: 2px;">3</td><td></td><td></td><td></td></tr> <tr><td style="text-align: center; padding: 2px;">4</td><td></td><td></td><td></td></tr> <tr><td style="text-align: center; padding: 2px;">5</td><td></td><td></td><td></td></tr> </tbody> </table>	SI no	Job / Activity	Unit of Measurement	Quantum of Work	1				2				3				4				5			
SI no	Job / Activity	Unit of Measurement	Quantum of Work																						
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(iii)	Measurement Book to be maintained for the work carried out periodically by the contractor & the same shall be verified by BHEL official, nominated for the same.																								
(iv)	Payments will be made to the contractor on the basis of work carried out by him.																								
(v)	All payments will be subject to deduction of income tax at source as per Income Tax applicable Rules.																								
<b>4</b>	<b>Penalty for delayed performance / payment.</b>  Penalty shall be 0.5% of the total Contract value, for every week of delay in completion of work in relation to the Milestone event specified in the respective contract, subject to a maximum of 10 % of the total Contract value.  Wherever delays are observed in payment to labour, for every week of delay or part thereof, penalty shall be at the rate of 0.5% of the bill amount for the month due to the Contractor , or Rs 5000 / -, whichever is higher . This shall be deducted from the respective bill of the Contractor  Wherever delays are observed in deployment of labour, for every week of delay or part thereof from the stipulated time mentioned in the contract, penalty shall be 0.1 % of the contract value, or Rs 5000, whichever is higher. This shall be deducted from the respective bill of the Contractor.  GST shall be deducted extra over the penalty amount  Contractors who make defaults other than the above, shall be liable to penalty from BHEL as decided by the Management on case to case basis.																								
<b>5</b>	<b>Penal Provisions for effecting deduction, if any</b>  The Contractor bills will be deducted accordingly , for any of the following defaults (i) Penalty as detailed at X (4) above, for delayed performance / payment (ii) Defaults , if any as specified at VIII (11) above, for providing Uniform, PPE, etc (iii) Any other reason, as applicable																								
<b>6</b>	<b>Payment of Bills</b>  The payment of bills shall be done as per contract on completion of work/stage and duly certified by agency as defined in contract. .The contractor's bills should be accompanied with the following. (i) Copy of Measurement Book entries/Statement of work done by the Contractor (ii) Statement of Minimum Wages of employees deployed by him under the contract, PF/ESI no., statutory deductions etc., in the format as in Annexure IV annexed to these terms and conditions. (Form XVII of Contract Labour (R&A) Rules) (iii) PF and ESI challans for previous month- separate for concerned contract. Print of online challan along with ECR/ Contribution. History of contributing contract workers for PF/ESI duly certified by the contractor. (iv) Wage payment sheet for the bill period as per annexure IV, duly certified by an executive of the User Department  Contractor has to submit a certificate by 10 <sup>th</sup> of every month to the effect that wages have been paid on or before 7 <sup>th</sup> of that month. This certificate ( which bears the signature of the User Department and HR ), along with proof, has to be attached to the bill submitted by the Contractor. (v) Copy of Form-5 and Form-10 (PF monthly returns) submitted by contractor to RPFC for billing month. (vi) Copy of Form 12A-regarding PF remittance (vii) List of Contract Labour covered under accident insurance policy (viii) Statement of material supplied by the contractor if any (ix) Copy of Labour License if increase in no. of employees deployed against Work Order if applicable.																								

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<b>(x)</b>	Copy of Challan of previous GST paid
<b>(xi)</b>	Proof of Personal Accident Insurance Policy along with bill
<b>(xii)</b>	Undertaking of the Contractor that they have discharged all obligations as per contract.
<b>(xiii)</b>	Undertaking of the Contractor that he has provided Uniform, Shoe, PPE to the contract labour in the first month of start of Contract. The first monthly bill of the Contractor shall be cleared only after submission of this undertaking
	<p>The executing department shall pass the bills of the contractor, after thorough checking, along with requisite documents the bill in original and Tax Challan&amp; documents as above, forward them to Finance through HR department. After checking the Labour Laws compliances with respect to the concerned contract, HR department after retaining copies of PF and ESI Challans and wage payment sheet pertaining to the relevant months, annexure IV etc., will forward the bill along with requisite documents (the bill in original and GST return ) to Finance department.</p> <p>Finance department shall, on satisfactory compliance, and after deduction ( if any ) on account of defaults / Penalties / TDS, will make the due payment to the contractor.</p> <p>In case the Contractor fails to make the payment by 7<sup>th</sup> of the month( as mentioned at clause X(2)(vi) above ) or commits any other defaults, the Security Deposit of the Contractor and all other dues shall also be utilized by BHEL to discharge the contractor liability.</p> <p>Payment against the bills submitted shall be released within 15 days of receipt of bill, if complete in all respects</p>
<b>XI</b>	<b>Experience Certificate</b>
	On completion of the Contract, after having completed all contractual obligations and statutory compliances, the Contractor will be issued an experience certificate by the Central Contracting Cell in MM Department, on the total performance of the contractor such as competency, implementation of statutory provisions in time, such as payment of wages, payment of PF contribution, Payment of ESI Contribution, Payment of Bonus, Issue of PPE, Uniform, Safety Shoe, etc. This experience certificate will be an instrument for consideration / rejection of the bid of the Contractor in future tenders and also for return of Security Deposit of the Contractor.
<b>XII</b>	<b>Indemnity Bond / Compliance of Legal Provision / Integrity Pact</b>
1	BHEL Jhansi shall not be liable for any compensation whatsoever in the case of accident / injury to the person employed by the contractor coming in the premises of BHEL Jhansi. Contractor shall pay all claims / compensation / damages / penalty / fine or any amount payable to the individual / authorities payable due to accident / injury to the person employed by the Contractor.
2	That BHEL-Jhansi will not, in any manner be responsible for any act, omission or commission of the workers engaged by contractor and no claim in this respect will lie against BHEL-Jhansi. If any such claim is made against BHEL-Jhansi by any contract worker or his heirs engaged/employed by the contractor, which BHEL-Jhansi is obliged to discharge by virtue of any statute or any provision of law and rules due to mere fact of the workers of the contractor working at BHEL- Jhansi premises or otherwise, the contractor will be liable to indemnify/reimburse BHEL-Jhansi all the money paid in addition to the expenses incurred by him. The contractor must indemnify and keep indemnified BHEL- Jhansi against all losses and claims for injuries or damage to any person or property whatsoever which may arise of or in course of the operation of the contract and against all claims, demands, proceedings, damages, cost, charges and expenses whatsoever in respect of contingencies depicted herein shall be deemed as expected risk.
	The Indemnity Bond shall be submitted by the Contractor as per Annexure VII
3	In case of contract estimate is equal to or more than Rs. 5 Crores, Integrity Pact to be signed by authorized Signatory and submitted by the bidder along with the tender documents by the bidder.
<b>XIII</b>	<b>Legal Compliances</b>
1	The work shall be supervised by the contractor or through the authorized representatives on day to day basis
2	The contractor will comply with all the provisions regarding licensing, welfare and health, procedures, maintenance of various records and registers etc., as provided under the contract Labour (Regulation & abolition) Act 1970, rules amendments, orders, notifications there under issued by the Appropriate Government from time to time. For noncompliance of any provisions, statutory compliance under law, the contractor shall be responsible for penalties levied by the appropriate authority under the Act. The contractor shall also be liable to comply with all other Labour and Industrial Laws and such other acts and Statutes (including Factories Act, Payment of Bonus Act, minimum wages Act, etc.). Depositing of ESI, PF contribution as applicable is the responsibility of the contractor. For any default in compliance, the contractor shall be held responsible, and also liable to be suspended from BHEL as per Company Guidelines

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<b>3</b>	The Contractor shall compensate BHEL for any loss or damage to the plant/property, material of BHEL due to his workmen / representatives' negligence or otherwise during execution of work.
<b>4</b>	In the event of contractor abandoning the work or BHEL revoking the contract, BHEL shall have a right to get incomplete work completed at contractor's risk and cost. <b>BHEL shall have a right to terminate the contract at any time without assigning any reason thereof.</b>
<b>XIV</b>	<b>Risk &amp; Cost:</b> If the Contractor fails to perform/execute the work within time or fails to perform as per the specification prescribed in tender or acted in violation to prescribed terms and conditions, BHEL reserves the right to cancel the contract and take necessary action from alternate source(s) at the Risk and Cost of the Contractor. In such an event, it shall be obligatory on the part of Contractor to make good any loss suffered by BHEL. In such cases, BHEL shall withhold bills, Security Deposit, etc of the Contractor , which are pending either at BHEL, Jhansi or any other Unit of BHEL Wherever Risk purchase is invoked attracting action as per guidelines of the Company, action shall be initiated to suspend business dealings with the Contractor. To know the implications of suspension, the bidder may see the " Guidelines for suspension of business dealings with Suppliers / Contractors" which is uploaded on BHEL website <a href="http://www.bhel.com/venderregistration/vender.php">http://www.bhel.com/venderregistration/vender.php</a>
<b>XV</b>	<b>Return of Security Deposit</b> Security Deposit will be released on submission of following certificates from departments mentioned as under:- <b>1</b> Completion of work and certification of payment of minimum wages to employees from contracting department. <b>2</b> Certificate of compliance of labour laws from Contracting Dept. and verified by HR department. <b>3</b> Certificate of payment of Bonus by Contracting Dept. and verified by HR Department <b>4</b> No dues certificate from contractor regarding GST payment, Stamp Duty payment ( if any ) & any other dues liable to remitted by contractor under Financial Laws to Finance department. <b>5</b> Submission of Experience Certificate by CCC In case of non satisfactory performance of the contract, under any of the clauses as above, BHEL shall have a right to encash the Security Deposit . In case of any dispute decision of concerned Head of the Executing Department will be final .
<b>XVI</b>	<b>Confidentiality</b> The parties agree & acknowledge that in the course of their discussions and interaction, BHEL may disclose information of confidential proprietary nature relating to its business, products, know-how, technology, customers, employees and financial to the contractor. Such information shall be considered as confidential. The contractor agrees to keep it confidential & secret at all times and not directly or indirectly disclose to any party other than its employees and authorised personnel's strictly on a need know basis, without the prior written permission of BHEL.
<b>XVII</b>	<b>Force Majeure</b> Notwithstanding anything contained in the contract, neither the Contractor nor BHEL shall be held responsible for total or partial non-execution of any of the contractual obligations, should the obligation become unreasonably onerous or impossible due to occurrence of a 'Force Majeure' which directly affects the obligations to be performed by the Contractor or BHEL; Such events include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotions, insurgency, sabotage, acts of public enemy, fires, explosion, epidemics, quarantine restrictions, floods, earthquake, or acts of God, restrictions by Govt. authorities; over which the Seller or the Purchaser has no control.  The party claiming to be affected by force majeure shall notify the other party in writing without delay, within two weeks on the intervention and on the cessation of such circumstance. Extension of time sought by the Contractor along with supporting evidence and so granted by BHEL for the supply/ work affected, if any, shall not be construed as waiver in respect of execution of the pending part of the contract. Rescheduling of contractual obligations on account of force majeure conditions, if so agreed by the Purchaser, will not entail the Contractor to claim any increase in the price on whatsoever account.  Notwithstanding above provisions, BHEL shall reserve the right to cancel the Contract, wholly or partly, in order to meet the overall requirements and make alternative arrangements.
<b>XVIII</b>	<b>Termination</b> In case the Contractor makes defaults in the work within the timelines specified by BHEL , and this happens inspite of a reasonable notice given in writing, or if the Contractor fails to comply any of the terms and conditions of the Contract, or in case the Contractor fails to comply any of the provisions under the Acts / Rules / Instructions / Guidelines or for any reason which harm the commercial interests of BHEL, the Contract shall, without prejudice to any other rights and

( Signature, Seal &amp; Stamp of the Bidder )

**CENTRAL CONTRACTING CELL, MM DEPARTMENT, BHEL, JHANSI**



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	remedies available to BHEL, be liable to be cancelled / terminated in part / whole, by giving 30 days notice in writing. . In the event of termination, The Contractor shall be liable to compensate BHEL.
<b>XIX</b>	<b>Suspension</b>
	BHEL reserves the right to suspend performance of any or all of its obligations under the contract. Such notice shall specify the obligation of which performance is to be suspended, the effective date of the suspension and the reasons therefore. The Contractor shall thereupon suspend performance of such obligations until ordered in writing to resume such performance by the same authority that ordered for suspension. To know the implications of suspension, the bidder may see the " Guidelines for suspension of business dealings with Suppliers / Contractors" which is uploaded on BHEL website <a href="http://www.bhel.com/vender">http://www.bhel.com/vender</a> registration/vender.php
<b>XX</b>	<b>Fraud Prevention</b>
	If any bidder 'contractor indulges during any stage of the contract in malpractices, cheating, bribery, fraud, harassment of labours deployed, getting influence, formation of cartel, so as to influence the bidding process / influence the price / influence the execution of Contract, or acts in any manner which tantamount to an offence punishable under any provision of Indian Penal Code , 1860 or any other law in force in India, then action may be taken against such bidder / Contractor as per extant guidelines of the Company. Available on <a href="http://www.bhel.com">www.bhel.com</a> . And / or under applicable legal provisions.
	The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <a href="http://www.bhel.com">http://www.bhel.com</a> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice
<b>XXI</b>	<b>Settlement of Disputes / Arbitration etc.</b>
<b>A</b>	All questions/interpretations regarding subject matter of the Contract shall be decided by the BHEL on the request of the Contractor and the decision of BHEL shall be final.
<b>B</b>	In case of dispute, steps shall be taken by the parties to the contract to settle the same through negotiations.
<b>C</b>	In case, dispute is not settled in negotiations, it shall be referred to Conciliator appointed by the competent authority of BHEL
<b>D</b>	In case dispute is not settled in conciliation proceedings, the same shall be referred to Arbitration as per Corporate Guidelines of BHEL and the arbitration proceeding shall be conducted as per provisions of the Arbitration and Conciliation Act, 1996 read with Corporate guideline as amended from time to time.. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of the unit (BHEL Jhansi). The award of the arbitrator shall be final and binding on both the parties. The venue of the Arbitration shall be at Jhansi in India. The Award to be given by the Arbitration shall be a speaking award.
<b>E</b>	The Contractor shall continue to perform the contract, pending settlement of dispute(s).
<b>XXII</b>	<b>Applicable Laws and Jurisdiction of Courts</b>
	Indian laws both substantive and procedural, for the time being in force, including modifications thereto, shall govern the Contract including Arbitration proceedings. The competent Courts at Jhansi in the State of Uttar Pradesh, India shall have sole jurisdiction. All questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of Jhansi court..
<b>XXIII</b>	<b>General</b>
<b>(i)</b>	The Bidder shall keep a track of any changes by visiting <a href="http://www.bhel.com">www.bhel.com</a> / Tender Notifications
<b>(ii)</b>	As a mark of acceptance of the General Terms and Conditions of Enquiry, all pages of the document should be signed by the authorized signatory of the Bidder, with Seal and Stamp, and submitted. Else, the offer of the Bidder will be rejected.
<b>(iii)</b>	The bidders are advised to ensure completeness of documentation as per the Checklist ( Annexure VIII) provided in the enquiry. The offers of the bidders are liable to be rejected in case of incomplete documentation

### Record of Revisions

Rev 00	18.06.2019	First issue
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( Signature, Seal &amp; Stamp of the Bidder )