

GENERAL TERMS & CONDITIONS

The contractor shall comply with the following general terms, conditions and special instructions.

1. The contractor shall fully comply with the following enactments:

- a. Contract Labour (R&A) Act, 1971.
- b. Wage Rates not less than that notified by State Labour department from time to time.
- c. Payment of Wages Act.
- d. ESI Act, 1948.
- e. EPF Act, 1952.
- f. Workmen's Compensation Act, 1923.
- g. Stamp duty Act, 1898
- h. The company's instructions as issued from time to time in regard to working hours, wages, leave, holidays etc.

2. The Contractor shall obtain license from the appropriate Labour Commissioner's office, of appropriate Government if he engages 20 (Twenty) or more workmen only.

3. The contractor shall produce the following Registers and forms before commencement of work, verification by the Executing Officer of the company.

- a. Form XIII - Register of workmen employed by contractor (Rule 75).
- b. Form XIV - Employment card issued by contractor (Rule 76).
- c. Form XVI - Muster Roll (Rule 78 (1) (a) (i)).
- d. Form XVII - Register of Wages (Rule 78 (1) (a) (i)).
- e. Form XVII - Register of wages-cum Muster Roll (in case of weekly payment).
- f. Form XIX - Wage slip (Rule 78 (b)).
- g. Form XX - Register of deduction for damages or loss (Rule 78(1)(a) (ii)).
- h. Form XXI - Register for fines (Rule 78 (1) (a) (ii)).
- i. Form XXII - Register of advances (Rule 78 (1) (a) (ii)).
- j. Form XXIII - Register of overtime (Rule 78 (1) (a) (iii)).
- k. Form XXIV - Register to be sent by the contractor to licensing officer (Rule 82 (1)).

The contractor shall maintain the above neatly, completely and legibly for inspection by various statutory authorities and the company officials even at short notice.

4. The contractor shall observe (a) Weekly rest day. (b) The company list of holidays.



5. Contractor shall obtain complete bio-data of the labour, employment certificate and Antecedent verification in the prescribed form for each labour and supervisor engaged by him and shall submit the same to the HR Department / IR section through the contract executing officers before commencement of the work.
6. The Entry permits are to be issued to the Contract Labour by BHEL Security, based on the requisition submitted by Contract Executing Officer and forwarded by Head (HR).
7. Every contractor shall submit a notice regarding commencement and completion, of work in form – VI A&B [Rule 25 (VIII) & 81 (3)] to HR Department, IR section through his contract executing officer, for forwarding the same to State Labour Department.
8. The contractor shall make himself or his representative available at the work spot every day during execution of work, for effective supervision.
9. The contractor shall attend to all inspections notified/ conducted by the HR Department, Labour Department, P.F. authorities. Factory Inspectors ESI Inspectors, or any other such authorities under the act.
10. Non – compliance of any provisions under any Act/ rule/ instructions/ guidelines shall make the contractor liable for penal action including termination of contract.
11. Contractor shall furnish in a separate letter his place of residence and postal address. The delivery at the above named place or posting in a Post box regularly maintained by the post and telegraph Department or sending letters registered for acknowledgement of any notice, letter or other communication to the contractor. Change in address shall come into force at any time by an instrument executed by the contractor and delivered to the Company official who has signed the contract.
12. The contractor must satisfy himself by personal study and examination of the drawings/ specifications furnished and understands thoroughly the scope of proposed work in detail and all conditions affecting the work before entering into the contract. There shall not be at any time dispute/ complaint of any misunderstanding with regard to scope of work and interpretation of specifications or any misunderstanding with regard to nature or omission of the work to be done not shall any application for compensation in terms of time and money shall be accepted by company regarding the above.
13. Contractor shall in his absence keep competent agent constantly on the works and any directions or explanations given by the "Contract Signing Officer" or his representative to such agent shall be held to have been given to the contractor himself.
14. Contractor on the advice of company official shall immediately remove any person employed by him, who may in the opinion of the company official is incompetent or misbehaves or commits a deed of misconduct and such persons shall not be again employed on the works without permission of the company official.
15. The contractor shall erect and maintain at his own cost temporary weather proof sheds at such places approved by the company for keeping materials under cover.
16. The contractor shall give all notices required by the applicable laws, regulations, bye-laws and pay all fees in connection therewith unless and otherwise arranged and decided in writing with the company. He shall also ensure that no attachments as part of judicial proceedings are made against materials or work forming part of the contract or for the use of the contractor. In all such cases, contractor shall



- protect and indemnify the company against any claim or liability arising from or based on the violation of any such laws, ordinances, regulations, orders, decrees or attachments either by himself or by his employees,
17. It shall be contractor's sole responsibility to protect the public and his employees against accident from any cause and provide required safety equipments and shall indemnify, the company against any claims for damages for injury to the person or property resulting from any such accidents and shall, where the provisions of the workmen's compensation act apply, take steps to properly insure against any claims there under.
 18. In the event of any accident in respect of which compensation may become payable under the Workmen's Compensation Act VIII of 1923 whether by the contractor or by the company as principal employer, it shall be lawful for the company to retain out of monies due and payable to the contractor such sum or sums of money as may, in the opinion of the company shall be final in regard to all matter arising in this clause.
 19. No work shall be done on Sundays or on other declared holidays of the company without the written permission of the company officer Incharge of the work. The contractor shall comply with the provisions of the Factories Act Rules framed there-under if the same are applicable.
 20. The contractor shall keep his work place clean and safe to avoid injuries to men and damage to finished products/ equipments.
 21. On the occurrence of an accident, which results in the death of any of the workmen employed by the contractor or which is so serious as to be likely to result in the death of any such workmen, the contractor shall within 24 hours of the happening of such an accident intimate in writing to the company official Incharge of the work.
 22. The contractor shall indemnify the company against all losses or damages sustained by the company resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties or dues if any and become payable by the company, as a consequence of failure, the company to give notice under the workmen's compensation act or otherwise confirm to the provisions of the said act in regard to such accident.
 23. The contractor shall ensure adherence to all statutory requirements applicable to BHARAT HEAVY ELECTRICALS LIMITED, RUDRAPUR.
 24. The contractor shall abide by all the labour laws especially Contract labour (R & A) Act, Payment of wages Act, Workmen's compensation act, Minimum wages Act, ESI Act and Provident Fund Act as amended from time to time.
 25. The contractor shall comply with provident Fund Act either through PF code allotted to him or by the code provided by PF Department to work centers in the Civil Deptt. Of B.H.E.L. Rudrapur.
 26. Notwithstanding the clause, in case of any financial loss incurred by the company on account of contravention of the Provident Fund regulations or any regulations of rule touching the same by the contractor, the contractor shall submit an undertaking to indemnify the company to the extent of the loss incurred by the company.
 27. The contractor should engage only those labours who shall be more than 18 (eighteen) years of age.



28. The contractor shall not resort to sub-contracting under any circumstances. If found sub-contracting at a later date, BHEL reserves the right to take whatever action it deems fit, including cancellation of the contract.
29. The contractor shall provide the required safety equipment to labours engaged by him.
30. Contractor shall issue "Employment Card" as per statute to all the labour and supervisors covered under the job work contract.
31. The contractor shall be responsible to settle any grievances of the labour deployed by him/ her.
32. Whenever the term "CONTRACTOR" is used, it shall be understood to refer to the particular person, firm or corporation with whom an agreement has been made by the concerned company official for executing the work defined in the concerned agreement and for the purpose of instructions regarding compliance with contract conditions, it shall include the contractor's authorised agents, who are entrusted with the work by contractor.
33. The quantities mentioned in the agreement schedule are worked out from the relevant drawings in the company and may not be the actuals required for execution. The BOQ attached with this tender is tentative and may change after submission of the same by the consultant.
34. The company does not expressly or by implication agree that the actual amount of the work to be done shall correspond there with, but reserves the right to increase or decrease the quantity of any class or portion of the work as it deems necessary.
35. All the works shall be carried out in accordance with the directions and to the satisfaction of the company official in accordance with the drawings, specifications and instructions. Supplementing or explaining the same as may be, from time to time shall be done by the company official.
36. For all modifications, omissions or additions to the approved drawings and specifications, the company shall issue revised plans or written instructions.
37. The company shall have the privilege of ordering modifications, omissions, or additions at any time before completion of the work.
38. All materials, articles, and workmanship shall be the best of their respective kinds for the class of work described in the contract specifications and schedule and materials to be obtained by the contractor shall be from sources approved by the company.
39. Sample of materials shall be furnished by the contractor at his expense to the company when called for before execution of any work.
40. The company shall have power to reject at any stage, any work which is considered to be defective in quality of materials of workmanship and shall not be debarred from rejecting wrong material by reasons of having previously passed them. Any portion of the work or materials rejected or pronounced to be inferior or not in accordance with specifications shall be removed from the work site at the contractor's expenses.
41. The decision of the company shall be final and binding on the contractor on all technical questions which may arise in the contract with respect to material, workmanship, removal; of improper work, interpretation of the working drawings, specifications, notes, procedures etc.



42. The decision of BHEL (CFP) in respect of the rate of progress and the quality of work or material shall be final.
43. Contractors shall be deemed to have included in his tender, price of all the plants, Machinery and appliances required for the purpose of all operations connected to secure a satisfactory quality of work within the time specified.
44. If at any time, during the progress of work, methods or equipment employed by the contractor appear to the company official to be insufficient or inappropriate for ensuring the quality of work required or rate of progress, he may order the contractor to take appropriate action so as to ensure the desired progress and/or to improve their quality of work and the contractor shall comply with such order and on failure of which the company may take such action as it deems fit to improve the quality of work or the rate of progress required from the contractor and all such actions taken by the company shall be at the cost and risk of the contractor.
45. It is open to the company to lend or supply to the contractor any tools, implement, material and machinery that are needed by the contractor, which in the opinion of the company is essential to improve the quality or progress of work. The contractor shall pay/ deposit the charges that may be fixed or determined by the company for any such articles or machinery lent or given on hire to the contractor. See schedule "C".
46. Any electric power required for contractors' lighting/ machinery for the purpose of work shall be supplied **FREE OF COST** by the company at the written request of the contractor at one point subject to the observance of rules and regulations of Electric board/ company free of cost. If it is observed that power is being wasted, BHEL shall have the right to recover cost of such consumption including arrears. Power will **not** be allowed for **cooking** and **room (air) heating** in winter season: For this purpose, on written application chargeable power can be allowed. The rates shall be the rates applicable for industrial consumption in U.K.
47. The contractor shall conform to the regulations and laws of central/ state govt. or any local authority and that of the company with whose system the machinery is supposed to be connected.
48. All rubbish as it accumulates shall be removed from the site to the point of disposal as indicated from time to time by the company. If this is not adhered to, the company shall remove the scrap and recover the cost of these operations from the bills of the contractor.
49. Any sum due from the contractor on account of tools and plants, stores, or any other items provided by the company shall be deducted from the respective bill due to him.
50. In case of breach of any of the terms and conditions of the contract, a claim shall be lodged under the bank guarantee with the guarantor at the discretion of the competent authority of the company. On successful completion of the contract to the satisfaction of the company, the bank guarantee shall be released after due claim period.
51. In the event of any question or dispute or under this contract, the same shall be referred to a competent Authority in the company for sole arbitration and his decision shall be final and binding on the parties to the contract.
52. In case of any suit or other legal proceeding arising under this contract, the courts at Rudrapur (UK) only shall have the Jurisdiction.

53. The company reserves the right to enter into parallel agreement with one or more contractor(s) at its discretion.
54. Disputes, grievances between the contractor and his labour, will have to be settled by the contractor himself/ herself.
55. The labour employed by the contractor, if found in betting with fellow labour or contractors or any BHEL employee, the same shall be considered as an act of indiscipline. Such labours shall be removed from the services of the contractor, on the advice of BHEL. Further the contractor shall initiate every necessary action in accordance with the relevant Laws, Rules & Regulations and enactments of State and Central Government.
56. Wherever, BHEL/COMPANY standards are mentioned, same shall be strictly followed.
57. Nothing contained in the contract agreement and its conditions shall be deemed to preclude or render inoperative the service of any notice, letter or other communication upon the contractor personally.
58. The works have to be carried out as per CPWD Specifications 1977, Wherever CPWD specifications are silent, the work shall be carried out as per BIS specifications. In case of any defect, BHEL will have full right to reject the work or part thereof. Such defective work if any, will have to be rectified at contractor's cost. The opinion of Engineer in charge shall be final in this matter. If the defective work is allowed to stand BHEL shall have the absolute right to reduce the rates for such items and the contractor shall have no claims over such defective work allowed on reduced rates.
59. The contractor shall have to make his own storage sheds for materials to be issued by BHEL. If deemed necessary by Engineer-in-charge, the contractor shall make separate store for cement with double lock system. The empty cement bags shall be stocked at one place and at least 90 % of them shall be returned to BHEL at BHEL stores in good condition. If total quantity of 90% empty cement bags is not returned by the contractor, the same will be recovered at the rate of Rs 3/- per bag from the bills.
60. All recoveries due from the contractor for the months /period shall be effected in full from running bills and other dues of the contractor unless specific approval from competent authority is obtained to the contrary. The recoveries interalia will be I.Tax, WCT and other statutory levies at applicable rates, Water & Electricity charges etc. and any other levies statutory or non-statutory paid/ incurred by BHEL on account of the contractor.
NOTE: BHEL General Conditions of contract (G.C.C.) will also be applicable in addition to this tender document.
61. Contractor shall be deemed to have included in his tender price of all the plant, machinery and appliance required for the purpose of all operations connected with the work embraced under the contract to secure a satisfactory quality of work and rate of progress which in the opinion of the "Contract Signing Officer" will ensure the completion of the work within the time specified.
61. Time is the essence of the Contract. Therefore the Contract must be completed within the stipulated delivery schedule.
62. The rates quoted by the contractor shall remain firm for the contract period.

