



BHARAT HEAVY ELECTRICALS LIMITED

(SOLAR BUSINESS DIVISION)

MALLESHWARAM- BANGALORE-12

GENERAL CONDITIONS OF CONTRACT/TECHNICAL SPECIFICATION

It is hereby agreed by me/us that the BHEL General Conditions of Contract including subsequent amendments/ additions/deletions to clauses if any, and conditions pertaining the settlement of disputes by Arbitration form an integral part of the tender documents and that the tender submitted by me/ us is subject to the aforesaid BHEL General Conditions of Contract/ Technical Specification which has been read and accepted by me/us.

CONDITIONS OF CONTRACT

LABOUR

The Contractor shall employ labour in sufficient numbers either directly or through sub-contractors to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the contract and to the satisfaction of the Engineer-in-charge. The contractor shall not employ in connection with the works any person who has not completed his eighteen years of age.

The contractor shall furnish to the Engineer-in-charge at the intervals specified by him. A distribution return of the number and description by trades of the people employed on the works. The Contractor shall also submit on the 4th and 19th or every month to the Engineer-in-charge a true statement showing in respect of the second half of the preceding month and the first half of the current month (i) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (ii) the number of female workers who have been allowed maternity benefits as provided in the maternity benefit Act, 1961 or Rules made there under and the amount paid to them.

The contractor shall pay to labour employed by him either directly or through sub-contractors wages not less than fair wages as defined in the contractors Labour Regulations.

The Contractor shall in respect of labour employed by him either directly or through sub- contractors comply with or cause to be complied by with sub-contractors, labour Regulations in regard to all matters provided therein.

The Contractors shall comply with the provisions of the payment of wages Act, 1936, Minimum Wages Act, 1948, Workmen's Compensation Act 1923, Industrial Disputes Act, 1947, Payment of Bonus Act, Maternity Benefit Act 1961 or any modifications there of or any other law relating thereto and rules made there under from time to time.

The Contractors shall be liable to pay his contribution and the employees' contribution of the State Insurance Scheme in respect of all labour employed by him for the execution of the contract, in accordance with the provision of "The Employees', State Insurance Act, 1948", as amended from time to time. The Contractors shall apply to the ESI Authorities, get himself registered with them and obtain a code Number. He shall pay the remittances under his code Number only. The Contractor shall be liable to pay his contribution and the Employees' contribution towards PF as per Provident Fund Rules and Regulations in respect of all labour employed by him for the execution of the contract.

The contractor shall apply to the PF Authorities, get himself registered and obtain a code number from them. He shall pay the remittances towards PF under his code Number only. The Engineer-in-charge shall on a report having been made by an Inspecting Officer as defined in the Contractors Labour Regulations have the power to deduct from the moneys due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of workers, non - payment of wages or of deductions made from him or their wages which are not justified by the terms of the contract of non-observance of the said contractor's Labour Regulations.

The Contractors shall indemnify the BHEL against any payment to be made under and for observance of the regulation aforesaid without prejudice to his right to claim indemnity from these sub-contractors.

MODEL RULES FOR LABOUR WELFARE

The Contractor shall at his own expense comply with or cause to be complied with model Rules for Labour Welfare as appended to these conditions or rules framed by Government from time to time for the protection of health and for making sanitary arrangements for workers employed directly or indirectly on the works, In case the Contractors fails to make arrangements as aforesaid the Engineer-in-charge shall be entitled do so and recover the cost thereof from the contractor.

SAFETY CODE**RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF SAFETY OF MEN, EQUIPMENT, MATERIAL AND ENVIRONMENT**

1. Before commencing the work, contractor shall submit a "SAFETY PLAN" to the authorized BHEL Official. The 'SAFETY PLAN' shall indicate in detail the measure that would be taken by the contractor to ensure safety of men, equipment, material and environment during execution of the work. The plan shall take care to satisfy all requirements specified hereunder. The contractor shall submit Safety Plan along with his offer. During negotiations before placing of work order and during execution of the contract BHEL shall have right to review and suggest modification in the Safety Plan. Contractor shall abide by BHEL decision in this respect.
2. The contractor shall take all necessary safety precautions and arrange for appropriate appliances as per direction of BHEL or its authorized officials to prevent loss of human lives, injuries to personnel engaged, and damage to property and environment.
3. The contractor shall provide to its work force and ensure the use of the following personal protective equipment as found necessary and as directed by the authorized BHEL Officer: -Safety Helmets conforming to IS-2925: 1984.
 - (i) Safety Belts conforming to IS-3521: 1983.
 - (ii) Safety Shoes conforming to IS-1989: 1978.
 - (iii) Eye and Face protection devices conforming to IS-8520: 1977 and IS-8940: 1978.
 - (iv) Hand and body protection devices conforming to:
 - IS-2573: 1975
 - IS-6994: 1973
 - IS-8807: 1978
 - IS-8519: 1977
4. In view of present pandemic situation, Bidders are mandatorily has to ensure all precautionary measures as per guidelines issued by State/Central government/District administration to prevent spread of COVID-19 like usage of Personal protective Equipment's and other norms like wearing masks, maintaining social distance and other instructions issued from time to time and also quote percentage including cost incurring due to prevent spread of COVID-19.
5. Successful bidder should take utmost care of their manpower deployed, considering the current outbreak due to COVID-19, Successful bidder should take precautionary measures as per guidelines issued by State/Central government/District administration to prevent spread of COVID-19.

All tools, tackles, lifting appliances, material handling equipment scaffolds, cradles, safety nets, ladders, equipment's etc. used by the contractor shall be of safe design and construction. These shall be tested and certificate of fitness obtained before putting them to use and from time to time as instructed by authorized BHEL Official who shall have the right to ban the use of any item.

All electrical equipment's, connections and wiring for constructions power, its distribution and use shall conform to the requirement of the Indian Electricity Act and Rules. Only electricians licensed by the appropriate statutory authority shall be employed by the contractor to carry out all types of electrical works. All electrical appliances including portable electric tools used by the contractor shall have safe plugging system to source of power and be appropriately earthed. The contractor shall not use any hand lamp energized by electric power with supply voltage of more than 24 volts. For work in confined space lighting shall be arranged with power sources of not more than 24 volts.

The Contractor shall adopt all fire safety measures as laid down in the "Code for fire Safety at Construction Sites" issued by the Safety Department of the Construction Management (HQ) of BHEL and as per directions of the authorized BHEL Official. A copy of the above referred "Code of Fire Safety at the Construction Sites" shall be made available by BHEL to the contractor for reference, on demand by the contractor, during tendering stage itself.

Where it becomes necessary to provide and/or store petroleum products, explosives, chemicals and liquid or gaseous fuel or any other substance that may cause fire or explosion, the contractor shall be responsible for carrying out such provisions and/or storage in accordance with the rules and regulations laid down in the relevant government acts, such as Petroleum Act, Explosives Act, Petroleum and Carbides of Calcium Manual of the Chief



Controller of Explosives, Govt. of India. etc., prior approval to the authorized BHEL Official at the site shall also be taken by the contractor in all such matters.

The contractor shall arrange at his cost (wherever not specified) appropriate illumination at all work spots for safe working when natural daylight may not be adequate for clear visibility.

The contractor shall be held responsible for any violation of statutory regulations local, state or central and BHEL instructions that may endanger safety of men, equipment, material and environment in his scope of work or another contractor or agencies. Cost of damages if any, to life and property arising out of such violation of statutory regulations and BHEL instructions shall be borne by the contractor.

In case of a fatal or disabling injury accident to any person at construction sites due to the lapses by the contractor, the victim and/or his/her dependents shall be compensated by the contractor as per statutory requirements. However, if considered necessary, BHEL shall have the right to impose appropriate financial penalty on the contractor and recover the same from payments due to the contractor for suitably compensating the victim and/or his/her dependents. Before imposing any such penalty, appropriate enquiry shall be held by BHEL giving opportunity to the contractor to present his case.

In case of any damage to property by the contractor, BHEL shall have the right to recover cost of such damages from payments from payments due to the contractor after holding an appropriate enquiry.

In case of any delay in the completion of a job due to mishaps attributable to lapses by the contractor; BHEL shall have to recover cost of such delay from payments due to the contractor, after notifying suitably and giving him opportunity to present his case.

If the contractor fails to improve the standards of safety in its operation to the satisfaction of BHEL after being given a reasonable opportunity to do so; and/or if the contractor fails to take appropriate safety precautions or to provide necessary safety devices and equipment or to carry out instructions regarding safety issued by the authorized BHEL Official, BHEL shall have the right to take corrective steps at the risk and cost of the contractor after giving a notice of not less than seven days indicating the steps that would be taken by BHEL.

The contractor shall submit report of all accidents, fires and property damage, dangerous occurrence to the authorized BHEL Official immediately after such occurrence, but in any case not later than twelve hours of the occurrence. Such reports shall be furnished in the manner prescribed by BHEL. In addition, the contractor to the authorized BHEL Official shall also submit periodic reports on safety from time to time as prescribed.

Before commencing the work, the contractor shall appoint/nominate a responsible officer to supervise implementation of all safety measures and liaison with his counterpart of BHEL.

If safety record of the contractor in execution of the awarded job is to the satisfaction of Safety Department of BHEL, issue of an appropriate certificate to recognize the safety performance of the contractor may be considered by BHEL after completion the job

SPECIAL CONDITIONS OF CONTRACT

1. SITE CONDITIONS

- a) Before tendering the Contractor shall get themselves acquainted with site conditions. The rates quoted by the contractor shall be deemed to have been quoted after getting acquainted with the prevailing site conditions. No claims on the pretext of ignorance of site conditions shall be entertained.
- b) The site of work is as mentioned in the Tender document.

2. SITE FACILITIES

The Employer will allot land as available free of cost to the contractor for his office stores. He must maintain the areas allotted to him in a neat and clean conditions as required by the Employer. The contractor shall provide adequate storage and office facilities with approval from the Engineer. The rate quoted by the contractor shall be deemed to include for these and no separate payment will be made towards these. On completion of work, the site shall be cleaned by the contractor of all materials, temporary debris, rubbish plants and equipment's, belonging to the contractor at no extra cost. The site and surroundings shall be handed over in a neat and clean condition. In case of any failure by the contractor, the employer will get inside cleared at risk and cost of the Contractor.

3. ESCALATION

The rates to be quoted by the tenderer shall be firm and shall cover and include all statutory levies, arising from, acts passed by parliament or by state legislature, the rates shall further be deemed to include statutory levies arising from such Acts, Central or State, which may come in to force subsequent to submission of tenders. The tenderer shall note that no claim for enhancement of rates, on the ground that existing statutory levies have been increased, or that new statutory levies have come in to effect after tender, or on any other ground, will be entertained on any account.

4. EXTENSION OF TIME OR PENALTY/LIQUIDATED DAMAGES

Extension of time or penalty/liquidated damages as the case may be will be determined as stipulated in clause No. 2.7.9 of BHEL General Conditions of Contract 2019.

In addition to the above a penalty of 0.5% per week of delay on the value of work order will be levied if vendor fails to start the O & M work within two week of the date of notice.

5. The Contractor is required to take insurance for all workers employed on works towards payment for workmen compensation. The insurance has to be taken out within 15 days of the award of work and has to be produced at the time of signing agreement. Half (1/2%) shall be deducted for every bill if the contractor fails to produce a proof of having taken such an insurance to cover his workmen. However, the contractor shall be fully responsible for all the consequences arising out of such default. This may also be read with relevant clauses of BHEL GCC 2019.
6. The monthly/ quarterly (as applicable) O&M payment of the contractor shall be released on submission of comparison of generation as per guaranteed parameter vis-à-vis Actual generation. The shortfall (if any) w.r.t. guaranteed generation shall be duly supported by documentary evidence.
In case of shortfall w.r.t. guaranteed generation parameter, the Engineering department to certify that "the reasons submitted by the contractor are beyond its control. The amount equivalent to shortfall in generation may be absorbed by BHEL on exceptional basis.
7. Payment cannot be claimed upon non-performance of a particular activity due whatsoever reason.

Certificate by Chartered Accountant on letter head

This is to Certify that M/S
(hereinafter referred to as 'company') having its registered office at
is registered under MSMED Act 2006, (Entrepreneur
Memorandum No (Part-II) dtd:.....
Category: (Micro/Small). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year as per MSMED Act 2006 is as follows:

1. **For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722(E) dated October 5, 2006 :
Rs.....Lacs
2. **For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:
Rs.....Lacs

(Strike off whichever is not applicable)

The above investment of Rs.....Lacs is within permissible limit of Rs.....Lacs forMicro / Small (Strike off which is not applicable)
Category under MSMED Act 2006.

Or

The company has been graduated from its original category (Micro/ Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name -

Membership number -

Seal of Chartered Accountant

ANNEXURE II

Electronic Funds Transfer (EFT) OR Paylink Direct Credit Form

Please Fill up the form in **CAPITAL LETTERS** only.
TYPE OF REQUEST(Tick one): ☐ CREATE ☐ CHANGE

BHEL Vendor / Supplier Code:	
Company Name :	
Permanent Account Number(PAN):	
Address	

City: _____	PINCODE _____	STATE _____	
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Contact Person(s)	
Telephone No:	
Fax No:	
e-mail id:	

1 Bank Name:	
2 Bank Address:	
3 Bank Telephone No:	
4 Bank Account No:	
5 Account Type: Savings/Cash Credit	
6 9 Digit Code Number of Bank and branch appearing on MICR cheque issued by Bank	
7 Bank swift Code(applicable for EFT only)	
8 Bank IFSC code(applicable for RTGS)	
9 Bank IFSC code(applicable for NEFT)	

- A I hereby certify that the particulars given above are true, correct and complete and that I, as a representative for the above named Company, hereby authorise BHEL, EDN, Bangalore to electronically deposit payments to the designated bank account.
- B If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold BHEL / transferring Bank responsible.
- C This authority remains in full force until BHEL, EDN, Bangalore receives written notification requesting a change or cancellation.
- D I have read the contents of the covering letter and agree to discharge the responsibility expected of me as a participant under ECS / EFT.

Date: _____

Authorised Signatory:
Designation: _____

Telephone NO. with STD Code _____

Company Seal _____

Bank Certificate

We certify that _____ has an Account No _____ with us and we confirm that the bank details given above are correct as per our records.

Date: _____ (.....)
Place: _____ Signature _____

Please return completed form along with a blank cancelled cheque or photocopy thereof to:

Bharath Heavy Electricals Ltd,

Attn:

Electronics Division, Mysore Road,

BANGALORE - 560 026

In case of any Query, please call : 080-26998xxx / 2674xxxx or fax no. 080-2674xxxx



ANNEXURE-III

UNDERTAKING BY THE TENDERER(S)

We _____ (Name of the Tenderer) hereby declare that we have fully read and thoroughly understood the tender requirements and accept all terms and conditions of the tender. Our offer is in confirmation to all the terms and conditions of the tender.

We also confirm that if once work is awarded to us, we are responsible for making the due payment of wage/salary to all our Labourers/staff along with all statutory payments in timely manner. In case of any default from our side in making payment as mentioned above, BHEL may make the salary/wage/lump sum payment directly to our labourers/staff deployed by us and is authorized to recover the expenditure so incurred with processing charges from our Security Deposit/Bank Guarantee/ Running Bills. We further confirm that, we will be responsible for all statutory obligations (like Minimum wages, PF, ESI and Bonus etc.) towards our deployed manpower.

We also hereby agree that, at the end of every wage month, we will submit the wage details due to the manpower deployed by us to BHEL before 10th of next month.

Date:

Bidder sign with seal

Note: This undertaking on letter head is mandatory for technical qualification of the bid.



Annexure-IV

DECLARATION BY THE BIDDER

We _____ (Name of the Bidder) hereby declare that we will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

In case, we will found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.

Date:

Bidder sign with seal

Note: This declaration on letter head is mandatory for technical qualification of the bid.



Additional Clauses for GST:

1. BHEL GST Number of Nodal Agency:

Nodal Unit Registered as Supplier of Goods/Services in GST:

GSTIN of Nodal Unit: Will be intimated later after award of work.

2. HSN (Harmonized System of Nomenclature) / SAC (Services Accounting Code) to be mandatorily mentioned in all quotations & invoices submitted.
3. Invoice submitted should be in the format as specified under GST Laws viz. all details as mentioned in Invoice Rules like GSTN registration number, invoice number, quantity, rate, value, taxes with nomenclature – CGST, SGST, IGST mentioned separately, HSN Code / SAC Code etc.
4. Payment of GST to vendors as applicable will be made only if all details in submitted invoice are matching with data uploaded by Vendor.
5. Vendors to give undertaking that GST as mentioned in the Invoice has been paid/will be paid either through cash or admissible input credit and also file the returns
6. For invoices paid on Reverse charge basis – that it is “payable on reverse charge basis” to be mentioned on the invoice.
7. With respect to supplies, vendor should intimate BHEL immediately on dispatch for parallel billing on customer
8. Vendor should get GST registration, if not available, in the state of West Bengal immediately after placement of order.