

Supply of Man power for Work of brazing & welding of pipe/tube during maintenance & modification work in AC section for various systems installed in BHEL premises which do not come under any AMC for a period of 1 year.

BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL
(CMX/ Air-Conditioning)

1.0 SCOPE OF WORK:

1.1 Scope of work includes Supply of Man power for Work of brazing, welding of pipe/tube during maintenance & modification work in reconditioning section and AC section for various systems installed in BHEL premises which do not come under any AMC.

2.0 DETAILED SCOPE OF WORK:

2.1 The Contractor will deploy the man-power for above work in first shift and second shift as per requirement. They will be reporting to concerned AC section Supervisor / Engineer and will be entirely responsible for all the activities as mentioned. The engaged manpower should be acquainted with such types of industrial jobs.

2.2 Mere deployment of man power does not fulfill the obligation of contract. Contractor will be responsible for satisfactory working of manpower.

3.0 PRECAUTIONARY MEASURES:

3.1 Contractor must ensure the all precautionary measure to be taken by engaged man power while doing the work during contract period.

4.0 SCHEDULE FOR RATE:

4.1 In the format enclosed at Annexure-A: schedule for Rates, the bidder has to quote considering all statutory clause and minimum wages as per BHEL, Bhopal.

5.0 FACILITIES THAT CAN BE MADE AVAILABLE BY BHEL BHOPAL:

5.1 All spares required for maintenance of machine will be provided by BHEL, Bhopal.

5.2 Water, Compressed Air, Electricity, etc. required for servicing & repair can be supplied free of cost, as available within the factory premises.

5.3 Brazing set, Brazing rod, Welding m/c, electrodes, pies/tubes etc. required for work shall be made available to the contractor by BHEL, Bhopal.

6.0 DEPLOYMENT OF MAN-POWER

6.1 Contractor has to engage man-power/ staff on regular basis to perform above work.

6.2 The working staff under the contract will not be engaged in any other contract at BHEL, Bhopal. The daily attendance of the staff will be monitored by BHEL representative of AC section.

6.3 The payment of staff deployed by the contractor must be in-line with Minimum Wages Act applicable at BHEL, Bhopal and will be witnessed by BHEL representative of AC section.

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6.4 Contractor must ensure that the staff deployed in the premises of BHEL & work place are physically & mentally fit & do not have any criminal record. Such staff should possess the requisite skill, proficiency, experience, etc. in handling similar nature of work.

6.5 Contractor shall ensure that all precautions are taken by his staff during for safety during working. Contractor shall provide all safety appliances & maintain the same at his own cost, which may be required under the statutory law.

6.6 Residential accommodation, transportation and other facilities shall be provided by contractor to their staff and himself.

7.0 REQUISITES OF REQUIRED MANPOWER

7.1 Contractor should maintain the following staff for carrying out the work. The staff is to be deployed on all working days of BHEL, Bhopal. The staff should preferably possess the qualification experience as under:

Sl. No.	STAFF DESCRIPTION	MANPOWER	DESIRABLE QUALIFICATION
1.	Skilled Labour (For Welding/Brazing)	01	ITI in Welder with 2 yrs of experience having knowledge of Welding/Brazing or 5 yrs. of working experience welding/brazing.
2.	Un-Skilled labour	02	Sound physical & mental health.

Note: - The eligibility of the above technical qualification may be verified before placement of the work order. Any time new manpower is inducted; qualification of the same will also be verified before permitting them to work in BHEL.

7.2 Contractor has to make provision for uniform & has to provide a distinct uniform different from BHEL employees. The Uniform should have logo of the contractor's firm/ company. The uniform shall be kept in neat, tidy and wearable condition. Also, Photo Identity Card for every staff employed during the period of contract must be provided by the Contractor. Moreover, the Contractor has to compulsorily provide Safety Helmet & Safety Shoe to each person engaged as per this contract which shall be the integral part of the uniform.

8.0 MAINTENANCE OF RECORDS: Contractor has to maintain the following records:

8.1 The Contractor has to maintain register for attendance of his workers and have to present to the AC section when demanded.

9.0 TERMS OF PAYMENT:

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- 9.1** 100% Payment shall be made after against submission of contract bill as per Annexure-A on quarterly basis for the said period.
- 9.2** Payment will be made to Contractor on the basis manpower deputation on all working days of BHEL, Bhopal. However penalty clause as per clause no. 18.0 shall be applicable accordingly.
- 9.3** BHEL, Bhopal to deduct IT & SD as per BHEL terms.
- 9.4** GST shall be extra. Any loss of credit of taxes on any additional liability on BHEL due to the reason attributable to the contractor shall be recovered from them.
- 9.5** In case of MSME-payment will be made within 45 days and in case of others- payments will be made within 60 days on the basis of satisfactory report of service carried out in the previous quarter. However, final settlement of payment will be made after clearing all the dues and handing over all the units in working condition.

10.0 PERIOD OF CONTRACT:

- 10.1** Period of contract shall be for 12 months from the date of issue of the work order.
- 10.2** If the performance of the above contract is satisfactory, then the contract period can be extended at the discretion of BHEL, Bhopal.

11.0 PRE QUALIFICATION CRITERIA:

- (A) Work Experience of contractor
- (i) Average annual financial turnover during the last three years, should be at least Rs.1.30 lakhs. . For calculation of Average Annual Turnover, copy of audited profit & Loss account and Balance sheet will be acceptable.
- (ii) Experience of having successfully completed similar works (as per note below) during last 7 year ending last day of month previous to the one in which applications are invited should be either of the following:
- (a) One similar completed works in each of the contract value Rs. 3.48 lakhs or more
- Or
- (b) Two similar completed works in each of the contract value Rs. 2.17 lakhs or more.
- Or
- (c) Three similar completed works in each of the contract value Rs. 1.74 lakhs or more.
- (iii) Copy of P.O. / W.O. & satisfactory completion report / Performance Certificate in Company letter head of customer meeting the criteria at Sl. No (ii) above should be submitted along with the Techno Commercial offer. The complete details of the customer contact person, name, address and contract no. are also to be submitted.
- (iv) 50% Relaxation for MSME and 100% relaxation for start-up Enterprises from above PQR to be provided.
- Note:- Similar work means Party should have experience of doing AMC / Servicing / preventive maintenance /breakdown maintenance of brazing & welding of pipe/tube any Air-conditioning systems.**

(B) Man power requirement:

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- (i) Number of work force required and experience of work force as mentioned in Scope of Work is based on tentative assessment. Contractor has to submit document/declaration along with technical bid indicating availability of sufficient man power to perform the job.

Note: The eligibility of technical qualification of staff may be verified before placement of the work order.

12.0 GENERAL:

12.1 In addition to this Scope of Work, Contractor has to accept all other documents attached with this Contract. These special requirements in the above scope of work are intended to amplify the General Conditions of contract and shall be read in conjunction with them. In case of any discrepancy between the General Conditions of contract and these special requirements, the most stringent shall apply.

12.2 Contractor has to specifically agree to all the tender-enquiry documents by signing & affixing seal in every page, otherwise the offer can be rejected.

12.3 All transportation of men & material in & outside the factory premises shall be the responsibility of the Contractor.

12.4 BHEL reserves the right to revoke the contract at any time and at any stage of the contract if BHEL finds that the work is not carried out to its satisfaction or for any other reason (s) which are prejudicial to the interest of BHEL, Bhopal and also forfeit the EMD, SD, etc.

12.5 Security deposit will be returned to the Contractor after 2 months of completion of contract and from the date of final release of payment. If any dues are on the part of the Contractor, the same will be deducted from the SD.

12.6 All the tools and other equipment if any brought inside the factory should be duly certified in the delivery / declaration challan at the gate.

12.7 Bidder must sign all the tender documents in the techno-commercial bid & submit the documents in a sealed envelope super-scribed "Techno-commercial Bid", Enquiry No., Name of Work & Date of Tender opening.

12.8 The Contractor shall comply with the provisions of all relevant rules of the Government and or enactments which may be enforced from time to time by State Government/ Central Government.

12.9 The statutory obligation of payment of provident fund to the workmen engaged by the contractor is binding of the contractor and there shall be no additional liability to BHEL on this account.

12.10 The working timing to be observed to carryout various jobs shall be from 7:00 AM to 4:00 PM- Ist shift & 4:00 PM to 1:00 AM IInd shift(changes may be possible due to Covid-19 cases.).

13.0 WORKMANSHIP:

13.1 The work shall be carried out to the satisfaction of BHEL Engineer-in-charge. In case of any dispute, decision of AGM (CMX-HoD) of BHEL, Bhopal will be final.

14.0 COMPENSATION:

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- 14.1 BHEL, Bhopal shall not be liable for any compensation, what-so-ever in the case of accident/ injury to the persons employed by the Contractor, working in the premises of BHEL Factory & Township.
- 14.2 Contractor will indemnify and compensate BHEL for any loss or damage to the property of BHEL due to the Contractor's workmen/ representatives negligence or otherwise during execution of the work.

15.0 ABANDONING THE WORK:

- 15.1 In the event of Contractor abandoning the work, BHEL reserves the right to get the unfinished work completed at Contractor's risk and cost.

16.0 SPECIAL CONDITIONS OF CONTRACT

- i) Care must be taken while carrying out the work to ensure that no structure and installation, fittings, fixtures are damaged. Any damaged done to the same or any other property will have to be repaired/replaced by the contractor failing which the same will be got done at his risk and cost. The decision of the Engineer-in-charge on the propriety of adequacy of ay repairs / replacement work done by the contractor or any costs recoverable from the contractor in this behalf, shall be final and binding on the contractor.
- ii) Contractor to give undertaking and take responsibility about antecedents and character of his workers.
- iii) The contractor should strictly comply with statutory compliance for work contract and safety clauses specifically working on height and painting as per enclosed **Annexure V**.

17.0 BHEL Terms & Condition

BHEL terms & Conditions shall be applicable for the contract as per enclosed **Annexure- II, III, and IV & V**.

18.0 PENALTY CLAUSE:

- a) **Penalty for non-deputation of requisite man power as indicated in clause no. 7.1-**
Manpower supplied by contractor should be as mentioned in enquiry i.e 1 skilled and 2 un- skilled on daily basis. In case contractor fails to provide requisite manpower on working days, deduction shall be made on rates indicated below. Penalty will be calculated @5% on cumulative Shortfall in mandays on quarterly basis and maximum deduction shall not be greater than 10% of contract value.
- b) If worker (skill & unskilled) fails to do the job as allotted by authorized executive, then penalty will be deducted at the @ 0.8% per day of failure and maximum deduction subject to 10% of contract value. GST on penalty shall be extra.

19.0 Contractor shall be required to follow working instructions mentioned below without fail:

- a) All efforts should be made for optimum utilization of resources like water, electricity, compressed air, consumables etc. provided free of cost to him.

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- b) The contractor shall at all-time keep his work areas, site office and surroundings clean and tidy, free from dust, rubbish, scrap, surplus material and unwanted tools and equipment.
- c) The welding and other electrical cable shall be routed to allow safe traffic by all concerned.
- d) The contractor shall ensure that the quality of workmanship is of the highest standard and the work is carried out to the satisfaction of Engineer in charge and in accordance with the relevant codes of practice.
- e) All the employee of contractor shall be provided with Identity card by the contractor.
- f) The Contractor & his employees shall strictly follow the security instructions and safety instructions applicable as per the instruction of the Engineer in Charge of BHEL

20.0 INDEMNITY:

- a) The contractor shall indemnify BHEL against any actions, awards, proceeding claims and demands that may be made against it due to any act, negligence, default, injury of damage to any person, property etc. made by the contractor or his workers in BHEL premises during the contract period.
- b) The contractor shall indemnify the company against all payments by way of compensation of otherwise which the company may be called upon to make under the provisions of the applicable Acts to any workmen as aforesaid, and any cost incurred by the company in connection with any claim preferred by such workmen and or against all action, claims and demands whatsoever in respect thereof or in respect of in respect of any loss, injury of damages whatsoever to any third person arising out of or occasioned by the negligent, imperfect or improper performance of this contract by the contractors, their workmen servants or agents.

21.0 VALIDITY OF OFFER:

- a) Offer shall be kept valid for four months from the date of opening of Technical Bid.
- b) Totals / Gross Total of Prices, Schedule for Rates Annexure 'A, should be indicated both in words & figures or if there is any other price discrepancy, lower value (s) will be considered for evaluation & ordering.
- c) The rate quoted shall take into account Service Tax & other taxes if applicable & restriction involved in carrying the work.

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General Terms and Conditions for inviting Tenders and Awarding Contract

Tender Enquiry No. CMX/AC/2122/102R

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1.0 Definitions:-

- A) "Company" shall Mean Bharat Heavy Electrical Limited Bhopal, a company incorporated under the companies Act' 1956, and having its registered office at BHEL House, Siri Fort, New Delhi – 110045 here in after referred to as BHEL and includes a duly authorized representative of the company or any other person empowered in this behalf by the company to discharge all or any of its functions.
- B) "Accepting Authority" shall mean the Head of the WE&CS /AC- Section or any other person authorized by him.
- C) " The contractor " shall mean the notice inviting the tender and acceptance there of and the formal agreement if any, executed between the Bharat Heavy Electricals Ltd. Bhopal and the contractor together with the documents referred to there in including these conditions, and any Special conditions, specifications, designs, drawings etc. These documents taken shall be deemed to form one contract and shall be complementary to one another.
- D) The "Contractor" shall mean the individual or firm or company whether incorporated or not, under taking the work and shall include legal representatives of such individual or persons composing such firm or incorporated company or successors of such person, as the case may be and permitted of such individual or firm or company.
- E) The "Contract sum" shall mean the lump sum for which the tender is accepted in the case of lump sum contract and in the case of item rate the total cost of the works arrived after extension of quantities shown in schedule of quantities by the item rates quoted by the tenderer for various item.
- F) A " Day shall mean a day of 24 hours from midnight to mid night " Irrespective of the number of hours worked in that day.
- G) A week shall mean seven days without regard to the number of hours worked in any day in the week.
- H) The "work" shall mean the work to be executed in accordance With the contract or part(s) there of as the case may be and Shall include all extra, additional, altered or substituted Work or temporary and urgent work as required for performance of the contract.
- I) " Engineer-in-Charge " shall mean the Engineering officer appointed by the Accepting Authority, who shall direct, supervise and be in-charge of the work for purpose of this contract.

SCOPE OF PERFORMANCE

2.0 Contract Documents:

The contractor shall be furnished free of charge, two Certified true copies of the contract documents. He shall keep one copy of this document on the site in good order, and the same shall as all, reasonable times, be available or inspection and use by the Engineer-in-charge, his representatives or by other Inspecting Officers.

2.1 None of document shall be used by the contractor for any Purpose other than that of this contract.

2.2 The contractor shall take necessary steps to ensure that all persons employed on any work in connection with this contract have noticed that Indian Official Secrets Act, 1923, applies to them and shall continue so to apply even after the execution of such work under the contract.

3.0 Work to be carried out:

The work to be carried out under the contract shall except as otherwise provided in these conditions, include all Labour, replacement of parts which may be required for full and entire execution and completion of the work.

3.1 The contractor shall have his own arrangements for all the tools & tackles, instruments, consumables etc. required for the execution of work to the entire satisfaction of the Engineer-in-charge.

4.0 Inspection of work before submission of tender:

The contractor shall examine the quantum of work and shall satisfy himself before submitting his tender. He shall himself asses the requirement of materials, contingencies and other circumstance which may affect or influence his tender, no extra charges on any misunderstanding or otherwise shall be allowed.

5.0 Sufficiency of the tenderers :

The contractor shall be deemed to have satisfied himself before tendering as to correctness and sufficiency of his tender, the work and prices. This shall except as otherwise provide all obligations under the contracts all matters and things necessary for the proper completion and maintenance of the works.

I/we agree with the above
(Signature & Seal of Contractor) / Date:

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6.0 Discrepancies and adjustment of errors :

The several documents forming the contract are to be taken as mutually explanatory of one another. If there are varying or conflicting provisions made in any document forming part of the contract, the accepting authority shall be the deciding authority with regard to the intention of the document. Any error in description, quantity or rate or any omission these form shall not initiate the contract or release the contractor from execution of whole or any part of work comprised. These and according to drawings and specification or from any of his obligation under the contract.

7.0 Earnest Money Deposit (EMD) & Security Deposit (SD) :

7.1 EMD will be Rs. 8,695/-.

7.1.1 Modes of deposit

The EMD may be accepted only in the following forms:

- (i) Electronic Fund Transfer credited in BHEL account (before tender opening)

7.1.2 EMD shall not carry any interest.

7.1.3 EMD of successful tenderer will be retained as part of Security Deposit.

7.2 Security Deposit:

Security Deposit means the security provided by the Contractor towards fulfillment of any obligations in terms of the provisions of the contract.

- (i) The total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.

(ii) Modes of deposit:

The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:

- a) Electronic Fund Transfer in favour of BHEL.
- b) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
- c) 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, a/cBHEL)
- d) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)

Note: 1.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). The Security Deposit shall not carry any interest.

- (iii) At least 50% of the required Security Deposit, including the EMD, should be collected before start of the work. Balance of the Security Deposit can be collected 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. In Case(a) small value contracts not

exceeding Rs 20 lakha or (b) SAS jobs, work can be started before the required Security Deposit is collected. However, payment can be released only after collection/recovery of initial 50% Security Deposit.

I/we agree with the above

(Signature & Seal of Contractor)& Date

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- 7.3 The Security Deposit deducted vide clause 7.2 above will be refunded to the tenderer after a period of six months from the completion of the work. In the meantime any discrepancy is found in the work the SD can be detained for further period or may be forfeited. This Security Deposit shall be liable to be returned to the contractor after termination of the contract or at the end of it, subject to deduction on account of company dues, non-deposit of statutory dues etc. no interest shall be payable on the Security Deposit

8.0 Time and Extension for delay:

The time allowed for execution, which shall be mutually agreed between the BHEL and the contractor, and mentioned in the work order, along with these conditions shall be of the essence of the contract. The execution of the work shall commence immediately and not later than 15th day after the date on which the Engineer-in-charge issues written order to commence the work or from the date of handing over the plant which ever is later unless specified otherwise elsewhere. If the contractor commits default in commencing the execution of the work as aforesaid, Company/ Corporation shall without prejudice to any other right or remedy be at liberty to cancel the order and forfeit the earnest money/ security Deposit.

- 8.1.1 As soon as possible after the contract is awarded, the Engineer in charge and the contractor shall agree upon a time and progress chart. The chart shall be prepared in direct relation to the time stated in the contract documents for completion of the work. It shall indicate the forecast of the dates of commencement and completion of various activities to be done for completion of the work as per contract. This may be amended as necessary by agreement between the Engineer-in-charge and the contractor within the limitations of time imposed in the contractor document & further to ensure good progress during the execution of the work.

8.1.2 If the work delayed by:

- a) Force majeure, or
- b) Serious loss or damage by fire, or
- c) Delay on the part of other contractor or company/ corporation in executing work not forming part of contractor.
- d) Non-availability/ release of the machines which is in the responsibility of company/ corporation or,
- e) Any other case, which is in the absolute discretion of the accepting authority & is beyond contractor's control.

Then upon the happening of any such delay the contractor shall immediately give notice thereof in writing to the Engineer-in-charge but shall nevertheless constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-charge to proceed with the work.

- 8.2 Request for extension of time to be eligible for consideration shall be made by the contractor in writing within seven days of the happening of the event causing delay. The contractor may also, if practicable, indicate in such a request the period for which the extension is required.
- 8.3 The accepting authority may give a fair and reasonable extension of time for completion work, Such extension shall be communicated to the contractor by the Engineer-in-Charge in writing within the month of the date of the receipt of such request.

9.0 Inspection and Approval:

- 9.1 All work embracing more than one process shall be subject to Examination and approval at each stage thereof and the contractor shall give due notice to the Engineer-in-charge or his authorized representative when each stage is ready.

- 9.2** No work shall be covered up or put out of view without the approval of Engineer-in-charge or his representative and the contractor shall afford full opportunity for examination of any work, which is about to be covered up or put out of view. In the event of the failure of the contractor to do as aforesaid, if required by Engineer-in-charge he shall uncover such work at contractor's own expenses.
- 9.3** Company officer concerned with the contract shall have powers at any time to inspect and examine any part of the work and the contractor shall give such facilities as may be required for such inspection and examination.

10. Penalty for Delay:

If the contractor fails to maintain the required progress in terms of work order or to complete the work and clear the site on or before the contract or extended date period of completion, he shall without prejudice to any other right or remedy of company/ corporation on account of such breach pay as agreed compensation amount calculated as per penalty clause mention in Scope of Work (Annexure-I).

I/we agree with the above

(Signature & Seal of Contractor) / Date

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11.0 Contractor's Labour/Worker while working inside :

- 11.1 The contractor shall ensure sufficient staff of the quality to ensure work- man ship of the degree specified in the contract and to the satisfaction of the Engineer in charge. The contractor shall not employ indirectly or through subcontractor any staff whatsoever. Written consent of the contractor in this behalf has to be incorporated in to the offer, or otherwise the Contract is liable to be rejected.
- 11.2 Contractor shall furnish to the Engineer-in-charge a complete list of the persons engaged on the work giving the following details.
- | | | |
|---------|---------|-----------|
| a) Name | (b) Age | (c) Trade |
|---------|---------|-----------|
- Change over subsequently if any shall be furnished by the contractor to the Engineer-in-charge.
- 11.3 The contractor shall comply with the contractor's obligations & statutory compliances for work contract as per Annexure - IV and it shall be the part of agreement of this contract.

12.0 Nuisance:

The contractor shall not any time do, cause or permit any nuisance on the work site or do anything shall cause unnecessary disturbance or Inconvenience to other workers.

13.0 General Terms :

- 13.1** BHEL shall have the privity of the contract with the contractor only and will give instructions to the contractor or his authorized representative. BHEL will have nothing to do or be concerned with the employment of employees working for the contractor. The relationship between BHEL and the contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or an employer-employee relationship.
- 13.2** The contractor shall maintain regular contact with the designated employee (s) of BHEL and will interact on matters relating to the work awarded under this contract.

14. Terms of Payment :

As mention in Scope of Work , Annexure-1

15.0 Rights & Obligation of BHEL :

- a) In case the contractor does not carry out the Contractual/ Statutory obligations or the services rendered by him are found to be unsatisfactory, BHEL shall bring the same to his notice and he will be obliged to discharge the obligations and rectify the deficiency / anomaly within three days time failing which, BHEL reserves the right to terminate the contract without assigning any reason whatsoever. In such an event, no damages will be payable for short closure of the contract.

- b) If the Contractor Commits default in complying with any of the terms conditions of the contract and does not remedy it or take effective steps to remedy in with in 3 days after a notice in writing is given by Engineer-in-charge failing which BHEL reserves the right to terminate the contract.
- c) The cancellation of the contract may be either for whole or part of the contract at BHEL's option. In the event of termination of contract in whole or part BHEL may procure upon such terms and in such manner as deemed appropriate, supplies or services similar to those so terminated and the contractor shall be liable to BHEL for any excess costs for such similar supplies or services provided that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.
- d) The decision of BHEL regarding interpretation of any terms and conditions set forth in the Agreement shall be final and binding on the contractor.
The award of the arbitrator shall be final and binding on both the Parties. The venue of the Arbitration shall be Bhopal (M.P.) in India.
- e) The Award to be given by the Arbitration shall be a speaking award. All questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction Bhopal (M.P.) Courts.
- f) If the work is not executed or partly executed within the agreed execution period period, BHEL reserves the right to cancel the order and get the work executed from the 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.

I/we agree with the above

(Signature & Seal of Contractor) & Date

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16.0 Arbitration and Law.

Except where otherwise provided for the contract, all questions and disputes relating to the meaning of the specifications designs, drawings, and instruction here in before mentioned and as to the quality of workmanship of materials used on the work or as to any other, question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, design, drawing, specifications, estimates, instructions, orders, or these conditions or otherwise concerning the works, or the execution or failure to execute same whether arising during the progress of the work or after the completion or abandonment there of shall be referred to the sole arbitration of the General Manager of WEX, BHEL, Bhopal and if the General Manager, is unable or unwilling to act to the sole arbitration, of some other person appointed by the General Manager willing to act as such arbitrator. There will be no objection if the arbitrator is appointed is an employee of BHEL and that had to deal with the matters to which the contract relates and that in the course of his duties, as such he had expressed views on all or any of the matters in dispute or difference.

The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, such General manager as aforesaid at the time of such transfer, vacation of office or inability to act, shall appoint another persons to act as arbitrator in accordance with the terms of contract. Such person shall be entitled to proceed with the reference from the stage at which his predecessor left it. It is also a terms of this contract that no person other than a person appointed by such General Manager, as aforesaid should act as arbitrator and if for any reason, that is not possible, the matter is not to be refereed to arbitration at all. In all case where the amount of the claim in dispute is Rs. 50,000/- the claim in dispute is Rs. 50,000/- (Rupees fifty thousand only) and above, the arbitrator shall give reason for the award.

Subject as aforesaid the provision of the arbitration Act, 1940, or any statutory modification/reconditioning or reactant thereof and the rules made there under and for the time being in forces shall apply to the arbitration proceeding under this clause.

Subject as aforesaid the provision of the arbitration Act, 1940, or any statutory modification/reconditioning or reactant thereof and the rules made there under and for the time being in forces shall apply to the arbitration proceeding under this clause. It is a term of the contract that the party involving arbitration shall specify the dispute or disputes to be

referred to arbitration under this clause together with the amount or amount claimed in respect of each dispute. The arbitrator (s) may from time to time will consent of the parties enlarge the time for making and publishing the award.

The work under the contract shall if reasonably possible continue during the arbitration proceedings and no payment due or payable, to the contractor shall be withheld on account of such proceedings. The arbitrator shall be deemed to have entered in the reference on the date of the first hearing. The arbitrator shall give a separate award in respect of such dispute or difference referred to him. The venue of arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The award of the arbitration shall be final, conclusive and binding all parties to this contract.

17.0 Income Tax deduction at source will be as applicable from time to time.

18.0 Central Government Service Tax or as applicable. Which will be deposited by the contractor must be clearly indicated in the "Schedule for Rates".

19.0 Jurisdiction:

The jurisdiction in all cases shall be at Bhopal.

I/we agree with the above

(Signature & Seal of Contractor)

Date:

Works Engineering and Central Services **Mechanical Services**

Annexure 'III'

PAGE 1 of 1

STATUTORY SAFETY CLAUSES APPLICABLE TO CONTRACTORS FOR CARRYING OUT WORK INSIDE BHEL BHOPAL ON WORKS CONTRACT OR ON CONTINGENCY

Tender Enquiry No. CMX/AC/2122/102R

Supply of Man power for Work of brazing & welding of pipe/tube during maintenance & modification work in AC section for various systems installed in BHEL premises which do not come under any AMC for a period of 1 year.

- 1) Contractor should engage only those workers who are qualified and experienced for the work to be done and for which contract has been awarded.
- 2) Work should be all the time during the execution period to be supervised either by the contractor himself or by qualified authorized supervisor of the contractor.
- 3) It is the responsibility of the contractor to ensure safe working of his workers while carrying out the work and should follow all Statutory Safety Precautions and rules. Contractor should provide and ensure use of Safety Belts, Face Shield, Nose & Mouth Masks, Goggles, Glasses, Ear Plug, Welding Shields, Hand Gloves, Safety Shoes etc by his workers for safe working.
- 4) Contractor should engage skilled worker should be used in consultation with BHEL Supervisor/ Engineer..
- 5) Special precautions should be taken while working at height or handling of heavy jobs. Contractor should ensure that none of his worker works at a height without using Safety Belts. Contractor himself should supervise the work while working at height or handling of Heavy Plants & Equipment; and should intimate in writing to concerned BHEL Supervisor/ Engineer before commencement of work.
- 6) Contractor should ensure that none of the employees work without putting on Safety Shoes. No worker should be allowed to come inside the factory putting on Slippers or Chapples.

- 7) Contractor should inform in writing concerned BHEL Supervisor/ Engineer and BHEL Fire Officer before commencement of any type of Welding work at a height or at Hazardous area where danger of catching Fire exists.
- 8) Contractor himself or any of his worker should in no case operate BHEL's EOT/ Mobile Cranes, Jumbo / Fork Lift Trucks/ Tractors and any of the Machine Tools & Equipments.
- 9) In case of any Accident causing injury of casualty to any of Contractor's worker or Contractor himself while carrying out the work, the complete responsibility lies with the Contractor. Contractor should ensure to provide immediate Medical help to his injured worker/ workers and should provide Compensation as per M. P. Govt. Workmen's Compensation Act' 1923, in case of injury or casualty causing out of accident while on work to his workers.

20.0 Force Majeure clause:-

Force Majeure Notwithstanding anything contained in the contract, neither BHEL nor the Contractor 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 BHEL or the contractor; 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 BHEL or the contractor has no control. The party claiming to be affected by force majeure shall notify the other party in writing without delay, within two weeks from the occurrence of such situation and on the cessation thereof. Extension of time sought by the contractor along with supporting evidence and so granted by BHEL for the work affected, if any, shall not be construed as waiver in respect of remaining execution. Rescheduling of execution on account of force majeure conditions, if so agreed by BHEL, 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 project schedule and make alternative arrangements. If deemed necessary, BHEL may takeover partly processed work at a mutually agreed price.

21.0 RA Clause:-

BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among all the techno-commercially qualified bidders. Price bids of all technocommercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in RA. In case any bidder(s) do(es) not participate in online Reverse.

Signature of Issuing Officer

Date:

I/we agree with the above

(Signature & Seal of Contractor)

Date:

Works Engineering and Central Services
Mechanical Services

Annexure 'IV'

PAGE 1 of 2

Contractor's Obligations & Statutory Compliances to be ensured by Contractors in Work Contract

Tender Enquiry No. CMX/AC/2122/102R

Supply of Man power for Work of brazing & welding of pipe/tube during maintenance & modification work in AC section for various systems installed in BHEL premises which do not come under any AMC for a period of 1 year.

CONTRACTUAL:

- a) Contractor shall decide the number of employees to be deployed for execution of the work awarded to him and he or his authorized representative will be solely entitled to dictate such workers about the manner of carrying out the work as per the prescribed specifications and quality plan.
- b) Contractor shall supervise the work allotted to him and to be carried out by his employees.
- c) 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 employees should possess requisite skill, proficiency, qualification, experience etc.
- d) Contractor to maintain appropriate records of his employees deployed to carry out the job(s).
- e) Contractor should issue appropriate appointment letters to his employees.
- f) Contractor to provide employment card/ identity card with photograph duly verified and attested by the Contractor to his employees. Contractor to indicate the name of the proprietary/ partnership Firm/ Company, place of work, contract number and duration of validity of card.
- g) Contractor will be responsible for the good conduct of his employees. In case of any misconduct/ misbehavior by any employee, the contractor will replace such employee(s) immediately.
- h) Contractor will ensure that the job is executed through his employees on his rolls and under no circumstances the contractor will deploy any casual employee to carry out the job nor shall sub-contract the job without prior written permission.
- i) 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.
- j) Contractor to provide safety appliances and safety shoes to his employees. The contractor shall be responsible for enforcing all safety regulations as applicable.
- k) The contractor has to provide a distinct uniform different from BHEL employees. The Uniform should have logo of the Contractors firm/ company. The Uniform shall be kept in neat, tidy and wearable condition. Wherever necessary, the Cap shall be integral part of the Uniform.
- l) Contractor to ensure that all precautions are taken for safety of his employees and equipments.
- m) 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 including retrenchment compensation.
- n) Contractor shall provide to his employees all tools, tackles, and equipments and maintain the same to carry out the job under the contract at his cost and if necessary contractor may take insurance policy of his men, material, equipments, tools and tackles.
- o) Contractor shall provide safety appliances and maintain the same at his own cost, which may be required under the statute of otherwise.
- p) Contractor shall provide material at his cost as mentioned in the contract to his employees for carrying out the job.

2. Towards Statutory Liability:

- a) All statutory requirements under Minimum Wages Act, 1948, Payment of Wages of Act, 1936, Workmen Compensation Act 1923, E P F & M P Act 1952. Payment of Gratuity Act 1972, E S I Act 1948, The Contract Labour (R&A) Act 1970, Payment of Bonus Act, 1965, Income Tax Act, Service Tax and all other applicable Acts shall be complied with by the contractor.

Enquiry No. : CMX/AC/2122/102R

I/we agree with the above

(Signature & Seal of Contractor) /Date:

Works Engineering and Central Services
Mechanical Services

Annexure 'IV'

PAGE 2 of 2

Contractor's Obligations & Statutory Compliances to be ensured by Contractors
in Work Contract

Tender Enquiry No. CMX/AC/2122/102R

Supply of Man power for Work of brazing & welding of pipe/tube during maintenance & modification work in AC section for various systems installed in BHEL premises which do not come under any AMC for a period of 1 year.

- b)** Contractor shall comply with all statutory requirements, rules, regulations and notifications in relation to employment of his employees issued from time to time by the concerned authorities.
- c)** Contractor shall ensure payment of statutory prescribed minimum wages as applicable from time to time in the presence of authorized representative of BHEL and maintain proper records of their timely disbursement. These records need to be preserved for a period of at least 3 years and should be made available even after the contract is over for any verification by the statutory authorities/ BHEL authorities.
- d)** Contractor to provide PF pass book to his employees and ensure payment of PF, EDLI, Pension dues under the EPF & M.P. Act, 1952 to the RPF.
- e)** Contractor shall ensure payment of ESI contribution under ESI Act, 1948 and provide ESI membership No. / Card of each employee.
- f)** Contractor shall produce proof of deductions as well as remittance of PF, EDLI, Pension ESI contribution, Administrative Charges etc. wherever applicable and shall maintain proper records. Contractor to issue wage slips to his employees one day before the last day of the month.
- g)** Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.
- h)** Contractor shall be solely responsible for non-payment/ delayed payment of Wages / DA, contributions under EPF & M.P. Act, ESI Act etc.
- i)** In case the contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the security deposit/ other dues/ running bills under the contract can be utilized by BHEL to discharge the liability of the contractor.
- j)** Contractor shall indemnify BHEL against all claims and losses under various Labor Laws, statutes or any civil or criminal law in connection with employees deployed by him.
- k)** The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
- l)** Contractor to obtain insurance cover for his employees/ equipment/ tools and tackles etc. and take third party risk insurance coverage at his own cost. BHEL shall not be responsible for any loss, damage, and pilferage of his property and/ or his employees.
- m)** Contractor should have independent code numbers/ exemptions under EPF & M.P. Act, 1952 and ESI Act, 1948 and shall cover his employees under the said codes.
- n)** Payment of Bonus under the Payment of Bonus Act, Payment of Gratuity Act and retrenchment compensation under Act will be the sole responsibility of the contractor.
- o)** Over and above the daily wage rate, payment shall be made for leave with wages.
- p)** Contractor shall observe Provisions of Factories Act in respect of working hours, holidays, rest intervals, leave and overtime to his employee. No work shall be done on second/ third shift, overtime, Sundays or on other declared holidays without written permission.
- q)** In case of the contractor employs Women as employee he will discharge his obligation under law in respect of such women workers such prohibition of engaging them during night – hours, prohibition of employing them for more than 9 hours per day, provision of crèche facility, grant of maternity leave as per rules etc.
- r)** Contractor shall be responsible for making payment of wages before expiry of 7 days from the last day of wage period and to ensure disbursement of wages in the presence of the authorities representative of contract operating division who shall record under his signature at the end of entries in the Register of wages.

**I/WE Agree Sign & Seal of
Contractor**

- s) Contractor to obtain license under CL (R&A) Act, 1970.

The above said statutory compliances have to be strictly ensured and any complaint received in this regard would be severely dealt with including termination of contract as well as delisting of the contractor for future.

Signature of the Issuing Officer (BHEL)

Date:

**I/we agree with the above
(Signature & Seal of Contractor)**

Date:

ANNEXURE-V

“Safety and Environment Obligations”

Page 1 of 4

1. Rules To Be Observed, (while inside BHEL premises) :

- i) BHEL is a no-smoking zone. This rule shall be observed by all workmen at all times while inside BHEL.
- ii) Workers shall not indulge in gambling or consumption of liquor while inside BHEL.
- iii) No workmen shall enter BHEL in inebriated condition.
- iv) Contractor shall not post any worker at a workplace without instructing him of all Safety requirements, Technical requirements and all rules of proper conduct in line with Factories Act and BHEL Rules and regulations.

2. SAFETY :

- i) No workman shall be below the age of 18 years on the date of starting work in BHEL. Neither shall any contract worker be above 60 years of age during the entire period of contract.
- ii) For any skilled / semi-skilled work, notarized copies of trade certificate such as ITI pass, Diploma, or degree shall be furnished.
- iii) Electricians shall furnish their valid license from Chief Electrical Inspector, Govt of MP. Or Equivalent Certificate of experience as per IEE Rules.
- iv) For Crane operators, a minimum skill certificate of ITI pass shall be required. Experience certificate stating specific skill in crane operation such as EOT crane, mobile crane etc as may be relevant, names of enterprises where cranes have been operated in the past , period (from and to date) shall be furnished at the time of quoting for the tender.
- v) Contractor shall submit proof of crane operator having undergone training for operating the crane. Or that he is sufficiently/adequately skilled and/or experienced in operation of the said crane. This has to be in accordance of Factories Act Rule 62(3) which states “No person under 18 years of age and no person who is not sufficiently competent AND reliable shall be employed as driver (**meaning : operator**) of a lifting machine (**meaning : crane**) whether driven by mechanical power (**meaning Fork lift truck, mobile crane**) or otherwise (**meaning : JIB crane, Mono-rail/Goliath/semi-goliath crane, EOT Crane, Hoist, Lift**) , or to give signals to driver (**meaning : slinger**) .
- vi) For slingers employed by contractor, the minimum educational qualification shall be 10th pass .
- vii) List of all Personal Protective Equipment which shall be provided by Contractor must be furnished at the time of quoting for tender. In the event where, after award of work order, it is found that Contractor’s workmen are working without the required PPEs, BHEL reserves the right to terminate the contract OR to provide the PPEs at the cost of Contractor. The expenses so incurred shall be deducted from the running/final bills of the contractor.

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- viii) At the time of starting work, the contractor shall submit all PPEs through entries in BHEL Material Gate No-9 for such items as Face Shield, Respirators, Safety Belts, Dungarees, Welding shields etc as relevant and mandatory for adequate safety of personnel. For other consumable nature of PPEs also, such

I/WE Agree Sign & Seal of
Contractor

Enquiry No. : CMX/AC/2122/102R

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as masks, ear-buds, muffs gloves, inspection at workplace by BHEL personnel shall confirm whether workmen are provided the PPEs and are using the same.

- ix) For items which are relevant with safe performance of work at workplace, on first day of commencement of work, the contractor shall get the signed endorsement from AGM concerned of the department where work is to be started, that workmen have been issued the relevant PPEs by contractor and that the same are being used.
- x) The Signed endorsement of this sheet shall be sent to CLC division at the time of commencement of work.
- xi) Failing to furnish this endorsed copy will result in objection for processing the running / final bill, whichever is put up first, for clearing.

3. ENVIRONMENT:

- i) For any Chemicals , Paints or oils etc that the contractor may be required to be bring inside factory, the empty drums, containers etc shall be taken out through gate no-9 under intimation to AGM concerned of the department where work is carried out. OR will be deposited at SDX through concerned department, against SDN.
- ii) No oil, effluent or chemical etc shall be drained in the drains or water pools inside factory.

4. HEALTH

- i) Medical certificate of current date, from local Registered doctor (MBBS) in respect of all workmen shall be furnished by contractor before starting work in BHEL .
- ii) For crane operators Medical certificate with special fitness of eye-sight & color-vision from Registered doctor (ophthalmology MBBS) shall be furnished before start of work; and fresh medical certificate shall be thereafter produced every 12 months. For an operator of 45 years and above, the same shall be furnished every 6 months of his working inside BHEL from Registered doctor(MBBS Ophthalmology).
- iii) All hired/on-contract crane operators shall be got verified by the contractor from Safety Department before deployment at any shop floor, and from time to time as required in accordance with directive of BHEL.
- iv) For such workmen as will be employed in Canteens, the contractor shall furnish Medical Certificate of fitness from Registered doctor (MBBS) stating fitness in addition to general aspects, free from any skin diseases, infectious diseases or diseases like TB, Asthma, Leprosy etc.
- v) As a general rule, no person above age 60 years shall be employed for contract work. However, if a specific skill set necessitates employing of a person above 60 years of age, the contractor shall specify this condition at the time of quoting for a tender. And BHEL reserves the right to allow / permit such a person to work inside BHEL. The necessary condition for this shall be that the contractor shall furnish a certificate (of current date) of Physical Fitness from a registered Medical doctor mentioning the age of the person to

I/WE Agree Sign & Seal of
Contractor

Enquiry No. : CMX/AC/2122/102R

be employed. However, this may be allowed only as an exception due to skill-requirement, and not as a general practice. The permission for such exception may be granted after due consideration by an official not lower than AGM(HOD).

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- vi) For all such work requiring working at heights such as chimneys, rooftops, columns of blocks etc, special medical certificate of fitness from MBBS doctor shall be furnished showing the person is free from such medical conditions as vertigo, epilepsy etc. Specific written permit shall be taken from the In-charge/HOD of that department not less than AGM, for such work.
- vii) The contractor shall follow the Permit system for all dangerous operations as governed under Factories act and State Rules .

5. ROAD SAFETY :

- i) All vehicles brought inside the factory by contractor, shall have valid registration. The drivers, or operators as the case may be, shall have valid licenses. The vehicles shall be Road-worthy and Load-worthy as applicable.
- ii) Operation of Battery operated trucks (BOT) and Fork-lift trucks inside factory shall be done only by workmen who hold valid licenses for light commercial vehicles.
- iii) Maintaining road safety rules inside factory at all times is the prime responsibility of contractor's workmen. Any violation of the same shall be deemed a punishable offence in accordance with road safety rules. Any damage to the property of BHEL by any act of carelessness on road/mishap, shall be recoverable from the contractor.

6. GENERAL SAFETY ASPECTS :

- All Contractor's workmen shall abide by the rules & regulations of BHEL with respect to Safety, Health and Environment while inside BHEL Bhopal factory: 1 BHEL's HSE policy shall be honored at all times. 2 PPEs shall be used as required at the work-place 3 No unsafe act shall be indulged-in, by the workmen. 4 Special written permission for working at heights shall be obtained by contractor. 5 Medical clearances as required for work shall be submitted before start of work. 6 While working at any machine tool area/dangerous operation, BOTs, Cranes etc mobile phone usage is not allowed. 7 No loose clothings like shawls, mufflers, dupatta etc should be worn near machine tools. Clothes shall be reasonably tight fitting and preclude any mishap occurrence . 8 Smoking 7 consumption of intoxicating substances is prohibited at all times inside factory. 9 No make-shift arrangements shall be made for any engineering shop-floor work . 10 Compressed air shall not be used for area or personal cleaning/de-dusting. 11 All stipulations of the Factories Act shall be honored and observed by contractor's workmen.

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Contractor

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7. The following requirements are specific to the Skills, Trades and Situations as per Factories Act 1948. These have to be fulfilled by the contractor for allocating his worker(s) inside BHEL for any work awarded to him, for workers working at/on :
(All Factories Act & MP Rules to be fulfilled by contractor for Age, Skill, Training and Instruction for any of the below mentioned equipment, Machinery ,Process)

- 7.1 Revolving Machinery
- 7.2 Pressure Vessels
- 7.3 Lifting Devices
- 7.4 Power Presses
- 7.5 Work at heights
- 7.6 Any confined space
- 7.7 Electrical Equipment
- 7.8 In the vicinity of other hazardous process/machinery

To be signed by contractor
(as proof of having read & agreed for compliance)

I/WE Agree Sign & Seal of
Contractor

Enquiry No. : CMX/AC/2122/102R

I/WE Agree Sign & Seal of
Contractor



भारत हेवी इलेक्ट्रिकल्स लिमिटेड Bharat Heavy Electricals Limited

From: Samir Mukherjee, GM (HR-Policy & IRX), BHEL Corporate Office New Delhi

To: Head of HR / BHEL

(1) Bhopal (2) Trichy (3) HEEP & CFFP Haridwar (4) HPEP & PE&SD, Hyderabad (5) EDN Bangalore (6) ISG Bangalore (7) EPD Bangalore (8) CFP, Rudrapur (9) IP, Jagdishpur (10) IVP, Goindwal (11) Jhansi (12) Corp. R&D Hyderabad (13) BAP, Ranipet (14) HERP, Varanasi (15) EMRP Mumbai (16) PS-HQ (17) PS-Mktg, PMG/HBG/NBG/PCSG (18) PS-PEM (19) PS-TS & SSBG (20) PS- NR (21) PS- ER (22) PS-WR (23) PS- SR (24) IS, IO&TBG (25) ROD HQ (26) ASSCP- Gurgaon (27) Piping Centre, Chennai (28) CS & FP Jagdishpur (29) HPVP, Visakhapatnam (30) PPPU, Thirumayam (31) Corp. Office (32) RMSG, Bhopal

AA:HR: ECA

Dated 10.09.2018

CORPORATE HR CIRCULAR NO. 016 /WLX/2018

Sub: Compensation in cases of death/ permanent incapacitation of person due to unintended / unforeseen occurrences during the manufacturing/ operation and works incidental thereto at BHEL factories/ offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works / during working at BHEL Units/ Offices/ townships and premises/ Project Sites.

In terms of Govt. instructions, the Guidelines for settlement of claims for compensation on accidents applicable to BHEL, have been approved for implementation w.e.f. 10.09.2018. **The scheme is placed at Annexure.**

These guidelines provide for compensation in case of Death/ Permanent Total Disablement, whether or not there has been any wrongful act, neglect or default on the part of company and notwithstanding anything contained in any other law in respect of each of the victims to such extent as prescribed below:

- (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)**

The 'permanent disablement' is defined under the proviso to Section 2 (l) of the Employee's Compensation Act, 1923.

It has been decided that in terms of these guidelines, a standard clause shall be included in all contracts entered by Units/ Divisions / Regions **having contract value of Rs 5,00,000/- or above**, as under:

"BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life / permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below.

- a) *Victim: Any person who suffers permanent disablement or dies in an accident as defined below.*
- b) *Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/ operation and works incidental thereto at BHEL factories/ offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works / during working at BHEL Units/ Offices/ townships and premises/ Project Sites.*
- c) *Compensation in respect of each of the victims:*
 - (i) *In the event of death or **permanent disability** resulting from **Loss of both limbs**: Rs. 10,00,000/- (Rs. Ten Lakh)*
 - (ii) *In the event of **other permanent disability**: Rs.7,00,000/- (Rs. Seven Lakh)*
- d) *Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to Section 2 (l) of the Employee's Compensation Act, 1923."*


(Samir Mukherjee)

Encl.: As above.

ANNEXURE-I

GUIDELINES FOR SETTLEMENT OF CLAIMS FOR COMPENSATION ON ACCIDENTS APPLICABLE TO BHARAT HEAVY ELECTRICALS LIMITED

1. **Title:** These guidelines would be called as Guidelines for Settlement of Claims for Compensation arising out of accidents resulting into loss of life or permanent total disability.
2. **Effective date:** The guidelines would be effective from 10.09.2018.
3. **Applicability:** These guidelines would govern the settlement of compensation claims arising out of accidents resulting into loss of life or permanent disability.
4. **Definitions:**
 - a) **Accident:** Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/ operation and works incidental thereto at BHEL factories/ offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works / during working at BHEL Units/ Offices/ townships and premises/ Project Sites.
 - b) **Competent Authority:** Competent Authority Means Chairman & Managing Director.
 - c) **Dependent:** As defined in the Employee's Compensation Act, 1923.
 - d) **Designated Officer:** An Officer designated by the company at Unit level for the purposes of receiving and processing claims for compensation under the present Guidelines.
 - e) **Victim:** Any person who suffers permanent disablement or dies in an accident as defined in these Guidelines.
 - f) **Permanent Disablement:** A disablement that is classified as a permanent total disablement under the proviso to Section 2 (l) of the Employee's Compensation Act, 1923.
5. **Detailed Accident Report:** The report prepared by the police within a period of 30 days from the date of incident as per Schedule I of this guidelines.

Explanation: For the purposes of the preparation of the detailed accident report, the word "injury" as referred in Schedule I refers to "Permanent disability" as mentioned in clause 4(f) of the Guidelines.

7/4

6. **Extent of Liability:** On the occurrence of any "accident" as defined under these Guidelines, the Company shall whether or not there has been any wrongful act, neglect or default on its part and notwithstanding anything contained in any other law, be liable to pay compensation in respect of each of the victims to such extent as prescribed below:

(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)**

7. **Procedure for settlement of claims in respect of compensation**

a) The victim or his/her dependents would make an application within a period of 90 days of the accident to the Designated Officer under whose jurisdiction the accident had occurred. The application should be accompanied by the following documents:

- i. Proof of age of the victim
- ii. Death certificate of the victim

OR

Permanent disability certificate issued by the Medical Board authorized by the Government.

- iii. Certified copy of FIR lodged in respect of the accident.
- iv. Proof of applicant's relation with the victim/Dependency Certificate.

The Designated Officer may seek any further documents for settlement of claim to its satisfaction.

Provided that where there are more than one dependents, the Applicant must mention their name, addresses and relations with the victim and the Designated officer may at its own discretion issue notices to all dependents before releasing the compensation.

- b) The Designated Officer on receipt of above application shall take into consideration the Detailed Accident Report submitted by the Police Authority would process the claim of compensation on priority basis but would not take more than 30 days for disposing off the same in any case.
- c) The Designated Officer, in case where no application is received from the victim/dependents of victims, may on receipt of the detailed accident report proceed suo-moto to initiate the process for consideration for grant the compensation to the victim/dependents of victim.
- d) On issuance of guidelines, all contracts/agreement with contract value of ₹5,00,000 or above, which are entered into by the Company with any contractor, agency or firm for manufacturing/ operation and works incidental thereto at BHEL factories/ offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing etc. would invariably include a clause whereby any compensation paid under these

guidelines shall be recoverable from such contractor, agency or firm, if the accident is attributable to negligence of contractor, agency or firm or any of its employees.

In case the accident is not attributable to negligence of contractor, agency or firm or any of its employees, the same shall be paid by the Company with the approval of Unit Head (Not below ED/ GM I/C) and shall not be recoverable from contractor/ agency.

In the event that work / service contract etc. is of value being less than ₹5,00,000.00 or in case the works/ service contracts are executed by the Company directly and no third party i.e. contractor(s)/ service provider(s), is involved in the works/ service contracts being executed, the compensation under these guidelines, shall be paid by the Company, with the approval of the Head of Unit (Not below ED / GM I/C level).

In other accident cases arising out of works carried out for the company or carried out by the company itself but not covered under conditions as mentioned above, the compensation under these guidelines shall be paid by the company with the approval of Director (HR) & Director (Fin).

- e) In no case a claim for appointment of any of the dependents on the compassionate grounds would be entertained by the Company.

8. Method of Disbursement of compensation

- i. The amount of compensation so awarded shall be deposited in a Nationalized Bank or if the branch of a Nationalized Bank is not in existence, it shall be deposited in the branch of a scheduled commercial bank, in the joint or single name of the victim/dependent(s). Out of the amount so deposited, 75% (seventy-five percent) of the same shall be put in a fixed deposit for a minimum period of one year and the remaining 25% (twenty five percent) shall be available for utilization and initial expenses by the victim/dependent(s) as the case may be.
- ii. In the case of a minor, 75% of the amount of compensation so awarded shall be deposited in the fixed deposit account and shall be drawn only on attainment of the age of majority, but not before one year of the deposit. Provided that in exceptional cases, amounts may be withdrawn for educational or medical needs of the beneficiary at the discretion of the Company.
- iii. The interest on the sum shall be credited directly by the bank in the savings account of the victim dependent(s) on monthly basis.

9. **Appeal:** An appeal against the decision of the Designated Officer in respect of the amount of compensation or rejection of such claim shall be made to competent authority within a period of 30 days of such decision. The Competent Authority would decide the same within 30 days of receipt of such appeal.

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SCHEDULE-I

PART – I – PARTICULARS OF THE ACCIDENT		
1.	FIR NO.-----, Dated and under Section	
2.	Name of Police Station	
3.	Date, Time, Place of the accident	
4.	Who reported the accident to the police	
5.	Name of the Person who took the victim to the hospital and Name of the Hospital	
6.	Whether any Hospital denied treatment to the Victim?	
7.	Nature of the accident:- (i) Whether resulted in death or injury or both? (ii) Number of persons injured/ died.	
8.	Name and Contact No. of the Investigating Officer	
9.	Name of the witnesses of the accident	
10.	Description of the accident	

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PART II - IMPACT OF THE ACCIDENT ON THE VICTIMS

1.	<p>Death Cases: -</p> <ul style="list-style-type: none">a) Name and Address of the deceasedb) Agec) Genderd) Educatione) Occupationf) Income (Monthly)g) Legal Heirs / Guardian<ul style="list-style-type: none">i. Nameii. Relationshipiii. Ageiv. Addressv. Contact No.	
2.	<p>Injury Cases (permanent disablement)</p> <ul style="list-style-type: none">a) Name and address of the injuredb) Agec) Genderd) Educatione) Occupationf) Income (monthly)g) Details of family dependent of the victim MLC No.h) Nature of injuriesi) Name of Hospital where the injured treatedj) Whether victim refused medical treatment	

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	<p>k) Period of hospitalization</p> <p>l) Period of treatment</p> <p>m) Whether treatment continuing</p> <p>n) Name, address and contact number of the doctor (s) who treated the injured</p> <p>o) Whether the injured underwent any surgery? If yes, then give particulars.</p> <p>p) Whether suffered any permanent disability</p> <p>q) Expenditure incurred on treatment conveyance, special diet, attendant etc. Give details, if available.</p> <p>r) Whether the injured got reimbursement of medical expenses from his employer or under a mediclaim policy. Give details, if available.</p> <p>s) Whether the injured was provided cashless treatment by the Insurance Company? Give details, if available.</p>	
3.	Any other relevant information.	

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PART III - RELEVANT DOCUMENTS TO BE ATTACHED		
1.	First Information Report	
2.	Photographs of the scene of the accident from all angles	
3.	Statement of the witnesses recorded by the Police.	
4.	Scientific report, if the Victim was under the influence of any liquor/drugs	
5.	<p>In case of Death:</p> <ul style="list-style-type: none"> a) Post Mortem Report b) Death Certificate c) Photograph and proof of the identity of the Dead d) Proof of legal representatives of the deceased. e) Photograph, specimen, signatures attested by the bank and identity proof of the legal representatives of the deceased. f) Treatment of the deceased with name and address of the Hospital g) Bank account No. of the legal representatives of the deceased. 	
6.	<p>In case of injury</p> <ul style="list-style-type: none"> a) MLC b) Multi angled photographs of the injured c) Photograph, specimen, signatures attested by the bank and identity proof of the injured. 	

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	d) Disability certificate	
7.	Any other relevant information.	

VERIFICATION

Verified at _____ on this _____ of _____ that the contents of the above report are true and correct and the documents mentioned in Part –III have been verified.

Station House Officer

Assistant Commissioner of Police

(Name and Stamp)

(Name and Stamp)

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**BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL
WORKS ENGG. & CENTRAL SERVICES**

Annexure - V
Page 1 of 1

GOODS & SERVICE TAX

1. HSN Code/SAC, rate of tax under GST and applicable GST (IGST/CGST/SGST/UTGST) and GSTIN shall be clearly mentioned by the Bidder.
2. Bidder has to ensure and to give an undertaking that in case tax credit is delayed/denied to BHEL due to **non/delayed receipt of services/goods and/or tax invoice** or expiry of the timeline prescribed in tax laws for availing such ITC, or any other reason not attributable to BHEL, tax amount shall be recoverable from the contractor along with interest levied/leviable on BHEL.
3. Bidder has to give an undertaking that in case he **delays in declaring such invoice in his return** and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from them along with interest levied/leviable on BHEL. Hence payment of GST portion along with interest portion will be payable only after the last date/ chance for availing ITC.
4. **Reverse Charge under GST**
 - 4A In respect of goods, reverse charge liability to pay GST shall arise at the earliest of date of receipt of goods or date of payment to supplier or date of immediately following 30 days from the date of issue of invoice by the supplier.
 - 4B In respect of services, reverse charge liability shall arise at the earliest of date of payment to service provider or 60 days from the date of issue of invoice by service provider.
 - 4C Any GST liability arising on BHEL under reverse charge before actual receipt of goods and/or invoice thereof would be subject to recovery of interest leviable for the period between the date of such liability and actual date of eligibility of ITC based on receipt of goods, receipt of invoices and other condition specified in GST Law.
5. **Anti-Profiteering**

Bidder has to give an undertaking that any reduction in the rate of GST and/or benefits if ITC under the provisions of GST Law shall be passed on to BHEL by way commensurate reduction in price of goods/services.

This may be due to

 - 5A Any reduction in the rate of GST or the benefits of ITC accrue to vendor/contractor.
 - 5B Availability of ITC for interstate suppliers under GST which was not available in existing law (like CST) or ITC reversal under the existing law for stock transfer of an account of common credit etc.
 - 5C Any element of taxes like Excise, Service tax, VAT, CST, Entry tax etc. embedded in to price of goods or service under contract/work order/PO place under the existinglaw.

The above shall be taken in to account for working out the benefits to be passed on to BHEL.

A self-certified detailed declaration on anti-profiteering shall be submitted by bidder along with invoice in the prescribed format.
6. Penalty/ LD shall be charged as per the NIT condition. GST applicable on the same shall be charged extra.
7. **a) GST portion of the invoice shall be released only upon:-**
 1. All invoices raised by contractors/vendors must be GST compliant Tax invoices as per GST invoice rules.
 2. Contractor declaring such invoice in his GSTR-1 or any modified return as notified by government
 3. Receipt of goods/services and Tax Invoice by BHEL and
 4. Confirmation of payment of GST thereon by contractor on GSTN portal.

5. Alternatively, Contractor has to submit BG of appropriate value which shall be valid at least one month after the confirmation of date of payment of GST by contractor on GSTN portal and receipt of Tax invoice and receipt of services, whichever is later. Contractor has to give an undertaking in this regard.
6. Contractor has to give an undertaking to BHEL that they have declared invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL.

b) Payment to Contractor for GST portion will be released only after completion of above activity and on availment of ITC by BHEL

c) TDS as per extant provisions of the Income Tax Act and GST Act shall be deducted from supplier/contractor bill.

I/We agree

Signature & seal of the contractor



MODEL CONCILIATION CLAUSE FOR CONDUCTING CONCILIATION PROCEEDINGS

The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings),

Notes,,

- 1 No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.
- 2 Anyother person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act1996oranystatutorymodificationthereof and as provided in Annexure ---- to this GCC.

The Annexure ----- together with it's appendices will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in these GCC.

For & on behalf of BHEL, Bhopal

I/We agree with the above
(Sign.& seal of Contractor withdate)

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HUMAN RESOURCE MANAGEMENT CONTRACT LABOUR CELL

NO.BP/HR/CLC/2012 03.05.2012

CONTRACT LABOUR DEPLOYMENT 2012

NEW CLAUSES TO BE INSERTED IN GENERAL TERMS AND CONDITIONS OF WORKS CONTRACT

Qualification/skill requirements

1. Wherever estimates of skilled operators are made, the work order shall state specifically the need for providing ITI qualified labour.

[Note- In case of newly deployed contract labour for skilled job, ITI qualification is mandatory whilst for those who have skilled work experience but no ITI qualification, at least three years skilled work experience as ascertained by HoD shall be necessary for future deployment. In other cases not meeting above criteria, the estimation shall be done on the basis of semi-skilled labour. In the works contract document, it shall be specifically provided that BHEL reserves the right to reject any labour technically unsuitable.]

The following shall be specifically mentioned in the General Terms & Conditions of tender: -

2. Attendance record of contract workers - "The contractor should maintain an Attendance Register against each work order in respect of the contract labourers deployed by him in that department. The contractor shall record the daily attendance of the workers. The register shall bear the daily signature of contract workers & contractor. The register shall at all the times of work, be available at the place of work/deptt. Attendance register shall be maintained in the format of Form No XVI as per CL (R&A) Central rules 1971 and available on CLC web page. If during any inspection, the attendance register is not found at the place of work, the contract is liable to be short closed/ terminated."
3. Wage record of contract workers - "The contractor should maintain a Wage Register against each work order in respect of the contract labourers deployed by him in that department. Wage Register shall be maintained in the format of Form No. XVII/XVIII as per CL (R&A) Central Rules 1971 and available on CLC web page. The Wage Register shall be based on the Attendance Register as mentioned above. The Contractor shall issue Wage Slip to each contract worker, every month on the last day of the wage month. Wage slip shall be as per the CLC format available at CLC Web page. The Contractor shall pay wages not later than 7th of the succeeding month. The Wage Register shall bear the PF and ESI nos. of the workers."
4. Compliance of PF/ ESI deductions - "The Contractor shall file the electronic return of PF/ ESI and submit proof of payment of both the employer's and employees' contributions every month. (PF has to be remitted by 15th and ESI by 21st of the succeeding month.) Contractor shall submit the challan along with copy of a self certified list of contract workers (bearing their names and PF/ESI no. and deductions made) for whom the contribution has been submitted by him for the said period. Such list shall be displayed in the notice board of the department."
5. ESI card based Labour Entry - "Only those workers shall be allowed entry into Factory premises who have valid ESI card."
6. Uniform, shoes & helmet for contract workers- "In the first month of the execution of work order the contractor shall provide uniform, shoes & helmet to his workers and provide an undertaking on this regard to the department and the first bill shall be processed only on the production of the undertaking. In case of non-compliance beyond second month the contractor shall be issued notice of termination of contract."
7. Supervision of Contractor labour- "The contractor should provide for at least one identified supervisor per shift. All issues regarding discipline at the works like work allocation, early exit, snacks distribution etc. are to be supervisor's personal responsibility."

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8. Contract labour accidents while at work:—"In case of medical emergencies faced by contract worker at work, medical facilities in the interest of the well-being of the worker shall be provided by BHEL. The decision of the doctors attending the emergency shall be final and binding. The cost incurred shall be deducted from the bills of the contractor. The Contractor shall complete the ESI formalities and BHEL shall submit claim of reimbursement of medical expenses to ESI. The amount reimbursed by ESI shall be paid back to the contractor."
9. Prohibition on influencing and interfering on behalf of contractor—"The Contractor shall neither try to influence, chase or interfere into the working of BHEL officials nor engage BHEL employee or any other third person for the same. In case such incident does occur, it may lead to disqualification/debarring from the contract. Any contractor shall be debarred from consideration if any of his relations is working in the product/functional group in which the contract is being issued. Before issuing tender form to any contractor for limited tender enquiry a confirmation has to be given by contractor that none of his relations are working in that product/functional group."
10. In case of open tender, a clause shall be inserted in the tender condition which disqualifies a tenderer from participating in any tender where his relatives are working.
11. First and Final Bill to be cleared only after submission of Form VI A & VI B:
"Contractor shall within 5 days of commencement /completion of Work Order submit Form VI A to RLC office. Contractor shall submit a copy of Form VI A bearing the receipt seal of RLC office to HR department. The first and final bill shall be processed only on clearance regarding submission of Form VI A and VI B by contractor. New Work order no. shall be allotted only after the contractor concerned furnishes copy of Form VI A regarding the closure of the earlier contracts (if any)."

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BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL
HUMAN RESOURCE MANAGEMENT- CONTRACT LABOUR CELL

HR/CLX/2014-15/

Date: 29/05/2014

Sub: Works Contract Management – issues and new clauses to be inserted in NIT

Meeting on the subject was held on 28.05.2014 which was chaired by the Executive Director and attended by General Managers, contracting executives of departments and various contractors dealing with works contract in BHEL, Bhopal. Subsequent to the discussion in the meeting, it has been decided to implement the following: -


1. In Product groups, Works Contract will be allowed only in shop floor related activities, after full utilisation of existing manpower and society labourers.
2. For all type of works like data-entry, clerical and office work, BLEW will be the sole agency.
3. In the absence of a valid Work Order / LOI, no work shall commence/continue. HR shall not allow permission for gate entry in the absence of a valid work order/LOI.
4. Statutory compliances are mandatory. Non compliance of statutory provisions may lead to cancellation of tender / blacklisting of contractor. This will be part of terms and conditions of the tender. A summary of the important statutory requirements is hosted at Contract Labour Cell [CLC] web page. Other important related directives are as under: -
 - 4.1. Wages and wage sheet- Non receipt of payment from BHEL or any other unsettled issue with BHEL or any other entity shall not be a pre-condition for payment of wages. Complaints of short payments and non-payment of wages shall be viewed seriously and may result in cancellation of tender and penal action including blacklisting. Entry with pencil or blank spaces in wage sheet shall not be acceptable. If a contractor has two or more contracts, the name of a worker shall appear in only one wage sheet for a given period. Contractor shall make efforts to provide PF and ESI no. of their workers on the wage sheet itself.
 - 4.2. PF and ESI- Contractors shall provide annual statement of PF to their workers to enable them to know their PF balance status. In case of change of contractor, the previous contractor shall immediately facilitate in filling of Form No 13 for smooth transfer of PF to the new account. In case of termination of service of contract labour, Form No. 19 should be immediately filled by the contractor for settlement of PF dues. Before generating ESI no. for a contract labourer, the contractor should ensure that the labourer does not have an existing ESI no. Cases have been reported wherein a worker has been allotted two or more ESI nos. causing non continuity of insurance and thus denying benefits under the Act to the workers.
 - 4.3. Accidents: - In case of accidents, the contractor or his supervisor should be present to facilitate completion of formalities. Detailed guidelines for treatment at Kasturba Hospital in case of emergency are hosted at CLC web page.
 - 4.4. Bonus: - For contracts terminating before 30th Nov., contractors should pay the bonus before the final bill is cleared.

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- 4.5. Leave: - In case of workers who have worked for 240 or more days in the preceding year, annual leave with wages @ one day for every 20 days worked and 07 days Casual leave is to be provided. For all works contract labourers eight days paid holidays are to be provided in a year.
 - 4.6. Overtime- Maximum overtime permissible is 50 hours in a quarter. In case of overtime, contractor should ensure that payment is made at double the rate of normal wage. In case of working on Sunday, contractor should ensure that a weekly holiday is given to the worker.
 - 4.7. Contribution to welfare fund- Contractor should ensure that half-yearly contribution to M.P Labour Welfare Fund is deposited [@ Rs. 30/- (by contractor) per person and @ Rs. 10/- (by worker) per person]. Many welfare facilities like student scholarship, distribution of notebooks at subsidised rates, monetary help for daughter's marriage, widow pension, vocational training etc. flow from this fund.
 5. Inspections- During inspection (by PF / ESI or Labour authorities), contractors should make themselves available for inspection of their records and cooperate with authorities and BHEL. Contractors should provide correct and complete information of their workers to all the authorities. They should keep all the registers and forms updated.
 6. Uniform and shoes are to be provided necessarily to the contract labourers and this has to be ensured by the contractor. In case of non-compliance, bills will not be cleared / contractor shall be issued notice of termination of contract. Contractors should also ensure that their workers wear helmets and use necessary PPEs while at work.
 7. Supervision- Contractor is required to supervise the work of his workers at workplace. If he is unable to do so, then he may deploy sufficient no. of supervisors who can supervise on his behalf. Contractor should provide at least one identified supervisor per shift for supervision of contract labours' work in the shop. All issues regarding discipline at the works like work allocation, early exit, snacks distribution etc. are responsibility of contractor's supervisor.
 8. Contractor should get the police verification done in respect of his labourers. The contractor has to undertake personal liability for the conduct and character of his labourers. Contractor should provide C & A (character and antecedents) certificates from the Thana or else receipt of list filed with Thana for verification of C & A. This shall be required before the first bill is cleared.
 9. Smart cards and Etokens- Smart Cards have been issued to the contractors for bringing workers inside the factory. Contractor has to ensure that the cards are not misused. Impersonation or holding back the cards and not returning the same to CLC in case of expiry of the validity or discontinuation of the service of the worker is totally unwarranted. Smart Card is issued to a worker for a particular work order only. Worker should not be deployed for any work other than the one for which he has been issued the smart card. E-Token has been created as a stop gap arrangement to ensure that the worker can enter the factory till he gets a smart card. Tendency to repeatedly renew the e-token and not get the smart cards should be prevented. Contractor has to issue the e-tokens to the workers before the start of the shift and collect it back at the end of the shift.
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Only required quantity of smart cards and e-tokens should be requested. Hoarding of cards creates scarcity and incurs unnecessary cost. Departments should ensure that their contractors get smart cards within 15 days beyond which Etoken shall not be issued.

10. Only ITI qualified workers will be allowed to be deployed in work orders requiring skilled worker in manufacturing activities. This condition shall be inserted in NITs for works contract.
11. Wages shall be paid through bank account for all contracts of 06 months or more duration. This condition shall be inserted in NITs for works contract.
12. Contractor shall neither try to influence, chase or interfere into the working of BHEL officials nor engage BHEL employee or any other third person for the same. In case such incident does occur, it may lead to disqualification/debarring from the contract. Any contractor shall be debarred from consideration if any of his relations is working in the product/functional group in which the contract is being issued. Before issuing tender form to any contractor for limited tender enquiry a confirmation has to be obtained that none of his relations are working in product/functional group. In case of open tender, a clause shall be inserted in the tender condition which disqualifies a tenderer from participating in any tender where his relatives are working.
13. Contract workers up to the age of 65 years would only be permitted inside factory area. Contractors above 65 years of age will not be given vehicle permission.
14. Contractors shall present the bill within reasonable time. Bill pertaining to period more than three months old shall not be cleared by CLC. Such bills will require specific approval of GM (HR) for clearance. Bills more than 06 months old will be cleared after bringing the same to the notice of ED.
15. System of job cards for works done under works contract shall be strictly adhered to.


(K K Nair)
AGM (HR)

To

1. All GMs/DROs
2. All HoDs
3. CLC- for uploading on CLC webpage

Copy to:

SA to ED – for kind information of ED.

Annexure-A

BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL
(CMX/ Air-Conditioning)

Enquiry No. CMX/AC/2122/102R

Supply of Man power for Work of brazing & welding of pipe/tube during maintenance & modification work in AC section for various systems installed in BHEL premises which do not come under any AMC for a period of 1 year.

Schedules for Rates

	A	B
	Skilled	Unskilled
	Rate/man day	Rate/man day
Basic wage	424	338
PF@13%	55.12	43.94
ESI @3.25%	13.78	10.99
Contribution to Labour welfare	0.19	0.19
Minimum wage Total(1)	493.09	393.12
Service charges to be quoted by bidders in column A B and C considering likely wage revision uring contract period, shoes, uniform,overheads and Profit margin, (2) (in figures)		
Service charges in words		
No.of workers(3)	1	2
No of days(4)	303	303
Total value=(1+2)*3*4		

Total value(A+B+C)(in figures)		
Total value(A+B+C)(in words)		

Total in Words (Excluding Taxes).....

Note: - 1.The rates quoted by bidders below the minimum wages including PF & ESI shall be subjected to rejection.

2. Price shall be quoted by bidders excluding Bonus. Bonus shall be payable as per Payment of Bonus Act 1965, on actual basis for the contract period on submission of proof of payment with the last bill of the contract and shall be restricted to the amount of Rs. 35.32 per day for skill labour, and Rs. 28.16 per day for unskilled labour will be applicable. Instant arrangement nowhere intends to affix responsibility of payment of bonus on BHEL.

3. Price will be firm throughout the contract.

4. Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection. All overwriting/cutting, etc will be numbered by bid opening officials and announced during bid opening.

5. Price Bid format complete clause for “discrepancy in words and figures are given below:-

(a) If, in the price structure quoted for the required goods/ services/ works, 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 purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.

(b) 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; and

(c). 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 (a) and (b) above.

(d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.



HUMAN RESOURCE MANAGEMENT – CONTRACT LABOUR CELL HR/CLC/2014-15/ dated : 29/05/2014

NEW CLAUSES TO BE INSERTED IN NIT

Subject :- Works Contract Management- issues and new clause to be inserted in NIT

Meeting on the subject was held on 28/05/2014 which was chaired by the Executive Director and attended by General Managers, Contracting executives of department and contractors dealing with works contract with BHEL, Bhopal. Subsequent to the discussion in the meeting, it has been decided to implement the following :-

- 1- In the products groups, Works contract will be allowed only in the shop floor related activities, after full utilisation of existing manpower and society labours.
- 2- For all types of works like data-entry, clerical and office work, BLEW will be the sole agency.
- 3- In the absence of a valid work order /LOI, no work shall commence/continue. HR shall not allow permission for gate entry in the absence of a valid work order/LOI.
- 4- Statutory compliances are mandatory, Non compliance if statutory provisions ,ay lead to cancellation of tender / blacklisting of contractor. This will be part of terms and conditions of the tender. A summary of the important statutory requirements is hosted at Contract Labour Cell [CLC] web page. Other important related directives are as under:-
 - i) **Wages and wages sheet** – Non receipt of payment from BHEL or any other unsettled issue with BHEL or any other entry shall not be a pre-condition for payment of wages. Complaint of short payment or non-payment of wages shall be viewed seriously and may be result in cancellation of tender and penal action including blacklisting. Entry with pencil or blank spaces in wage sheet shall not be acceptable. If a contractor has two or more contracts, the name of a worker shall appear in only one wage sheet for a given period. Contractor shall make efforts to provide PF and ESI no. of their workers on the wage sheet it self.
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 - iii) **Accidents** – In case of accidents, the contractor or his supervisor should be present to facilitate completion of formalities. Detailed guidelines for treatment at Kasturba Hospital in case of emergency are hosted at CLC web page.
 - iv) **Bonus** – For contracts terminating before 30th NOV., contractor should pay the bonus before the final bill is cleared.
 - v) **Leave** – In case of workers who worked for 240 or more days in the preceding year,
annual leave with wages @ one day for every 20days worked and 07days Casual leave is to be provided. For all works contract labour 08days paid holidays are to be provided in a year.

- vi) **Overtime** – Maximum overtime permissible is 05Hours in a quarter. In case of overtime, contractor should ensure that payment is made at double the rate of normal wage. In case of working on Sunday, contractor should ensure that a weekly holiday is given to the worker. For contracts terminating before 30th NOV., contractor should pay the bonus before the final bill is cleared.
- vii) **Contribution to the welfare fund** – Contractor should ensure half yearly contribution to M.P. labour welfare fund is deposited [@Rs.30/-(by contractor) per person and @Rs.10/-(by worker) per person]. Many welfare facilities like student scholarship, distribution of notebooks at subsidised rates, monetary help for daughter's marriage, widow pension, vocational training etc. flow from this fund.



BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL

HUMAN RESOURCE MANAGEMENT – CONTRACT LABOUR CELL
HR/CLC/2014-15/ dated : 29/05/2014

NEW CLAUSES TO BE INSERTED IN NIT

Subject :- Works Contract Management- issues and new clause to be inserted in NIT

- 5- **Inspections** – During inspection (by PF/ESI or labour authorities), contractor should make themselves available for inspection of their records and cooperate with authorities and BHEL. Contractors should provide correct and complete information of their workers to all the authorities. They should keep all the registers and forms updated.
- 6- **Uniform and shoes** – are to be provided necessary to the contract labourer's and this has to be ensured by the contractor. In case of non-compliance, bills will not be cleared/contractor shall be issued notice to termination of contract. Contractor should also ensure that their workers wear helmets and use necessary PPEs while at work.
- 7- **Supervision** – Contractor is required to supervise the work of his workers at work place. If he is unable to do so, then he may deploy sufficient no. of supervisors who can supervise on his behalf. Contractor should provide at least one identified supervisor per shift for supervision of contract labours work in the shop. All issues regarding discipline at the works like work allocation, early exit, snacks distribution etc. are responsibility of contractor's supervisor.
- 8- Contractor should get the police verification done in respect of his labourers. The contractor should provide C & A (character and antecedents) certificate from the Thana or else receipt of list filed with Thana for verification of C & A. This shall be required before the first bill is cleared.
- 9- **Smart cards and E-tokens** – Smart cards have been issued to the contractors for bringing workers inside the factory. Contractor has to ensure that the cards are misused. Impersonation or holding back the cards and not returning the same to CLC, in case of expiry of the validity or discontinuation of the service of the worker is totally unwarranted. Smart card is issued to a worker for a particular work order only. Worker should not be deployed for any work other than the one for which he has been issued the smart card. E- token has been created as a stop gap arrangement to ensure that the worker can enter the factory till he gets a smart card. Tendency to repeatedly renew the E-tokens and not get the smart card should be prevented. Contractor has to issue the e-tokens to workers before the start of the shift and collect it back at the end of the shift. Only required quantity of smart cards and e-tokens should be requested.

Hoarding of cards creates scarcity and incurs unnecessary cost. Departments should ensure that their contractors get smartcards within 15days beyond which e-token shall not be issued.

- 10- Only I.T.I. qualified workers will be allowed to be deployed in work orders requiring skilled worker in manufacturing activities. This condition shall be inserted in NITs for works contract. of 06months or more duration
- 11- Wages shall be paid through bank account for all contracts of 06months or more duration. This condition shall be inserted in NITs for works contract.
- 12- Contractor shall neither try to influence, chase or interfere in to the working of BHEL officials nor engage BHEL employee or any other third person for the same. In case such incident does occur, it may lead to disqualification/debarring from the contract. Any contractor shall be debarred from consideration if any of his relations is working in the products/functional group in which the contract is being issued. Before issuing tender form to any contractor for limited tender enquiry a confirmation has to be obtained that, none of his relations are working in products/functional group. In case of Open tender, a clause shall be inserted in the tender condition, which disqualifies a tenderer from participating in any tender where his relatives are working.
- 13- Contract workers up to the age of 65years would only be permitted inside the factory area. Contractors above 65years of the age will not be given vehicle permission.



BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL

HUMAN RESOURCE MANAGEMENT – CONTRACT LABOUR CELL
HR/CLC/2014-15/ dated : 29/05/2014

NEW CLAUSES TO BE INSERTED IN NIT

Subject :- Works Contract Management- issues and new clause to be inserted in NIT

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- 14- Contractor shall present the bill within reasonable time/ Bill pertaining to period more than three months old shall not be cleared by CLC. Such bills require specific approval of GM(HR) for clearance. Bill more than 06months old will be cleared after bringing the same to the notice of ED.
 - 15- Systems of job cards for works done under works contracts shall be strictly adhered to.

(K.K.Nair)

AGM(HR)

To,

1. All GMs/DROs
2. All HoDs
3. CLC for updating on CLC webpage

Copy to :

SA to ED – For kind information to ED

For & on behalf of BHEL, Bhopal

I/We agree with the above
(Sign.& seal of Contractor with
date)

**CORPORATE MATERIALS MANAGEMENT
BHEL, NEW DELHI**

**AA:MM:EC
Date: 16.07.2012**

**Sub: Guidelines for issue of Performance/ Experience Certificates
in respect of Contracts (Purchases/ Works) awarded by Units/
Regions.**

Various BHEL Units/ Regions receive requests for issuance of Performance/ Experience Certificates from the Suppliers / Contractors supplying / working for them.

Considering the relevant aspect for issuance of these certificates and to bring out uniformity in practice for issuance of the said certificates, following guidelines are to be followed by all Units/ Regions:

1. Following departments would be responsible for issuing the Performance/ Experience certificates:
 - 1.1 SDC/ MM for Purchase contracts;
 - 1.2 Sub-contracting for sub-contracting jobs;
 - 1.3 HR for works contracts and service contracts in Units and Regions.
- An executive not below the rank of DGM, authorised by Head (not below the rank of GM) of concerned issuing department, would be competent authority to issue such certificates.
2. The certificate may be issued as per attached sample. Any change/ deviation in the said certificate i.e. addition/ deletion of information in the attached sample format can be done with the approval of GM of concerned issuing department.
3. The certificates will be issued based on written request received from the supplier/ contractor or any other organisation accompanied with documentary evidence in support of the requirement of such certificate.
4. Issuing department shall examine the request to ascertain the need for issuance of such certificate. After establishing the need a detailed report regarding performance of the supplier/ contractor, scope of the work/ supply executed/ supplied by the supplier/ contractor would be sought from concerned Product group/ site/ works department of the unit/ region.
5. The envelope containing performance/ experience certificate shall be addressed to the organisation which requires the said certificate. On the top of



SUPPLIER PERFORMANCE/ EXPERIENCE CERTIFICATE

Ref.

DATE:

To,

Name of the organisation which requires the certificate

This is to certify that M/s, having its Registered office at, has supplied/
executed following item/ works:

Sl. No.	Description of Item/ Materials Supplied or Work Executed	Scope	Period of Work execution/ Supply	Executed/ Supply value	Performance (satisfactory/ Unsatisfactory)	Remarks, if any,

*(list of items Supplied or works executed in last 3 years may be given. List of earlier supplies/ works
may also be considered if request for the certificate mentions so)*

This is to certify that M/s, is a registered/ not-registered Supplier/ contractor with
Name of BHEL Unit.

This Certificate is issued at the request of M/s, vide ref..... dated for the purpose of

Signature of Competent Authority

23/05/2017
[Signature]

**CORPORATE OPERATIONS MANAGEMENT
SOURCING STRATEGY & POLICY**

Ref: AA:SSP:MULTI L1
Dt: 06.02.2020

Circular No. 50 of 2019-20

Sub: Evaluation in case of more than one L-1 bidder reg.

During tender evaluation, sometimes situation arrives where more than one bidder emerges as L-1. Different Units are following different practice to finalize L-1 bidder in such scenario. To maintain a common practice across all BHEL Units, following process may be followed:

"In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders.

In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss / draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s).

Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding."

This may suitably be incorporated in all NITs.

This issues with the approval of competent authority.


(P.K. Jain)
GM (SS&P)

Distribution:

- All Unit/Region Heads
- All MM Heads of Units/Regions
- GM (Corp. Fin)
- GM (IA)
- SS&P page on Corporate Office intranet ---
<http://intranet.bhel.in/DEPARTMENTS/com/ssp/SiteAssets/ssphome.aspx>
- CVO
- Directors --- (Finance)/ (IS&P)/ (Power)/ (E,R&D)/ (HR) } For kind information
- SA to CMD } For kind information of CMD

