



Bharat Heavy Electricals Limited

(High Pressure Boiler Plant)

Tiruchirappalli – 620014, TAMIL NADU, INDIA

MATERIALS MANAGEMENT

TITLE CORRIGENDUM for NIT_62025	Phone: +91 0431-2577849/2574192 Email : jjjohn@bhel.in
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	Reference Number: Enquiry 9652100014	Enquiry Date: 13/12/2021	Due date for submission of quotation: 23/12/2021
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You are requested to quote the Enquiry number date and due date in all your correspondences. This is only a request for quotation and not an order

CORRIGENDUM for NIC Tender ID 2021_BHEL_6624_1

Details of Corrigendum
<p>Deletion of BHEL additional wage requirement</p> <p><i>Clauses 3 & 12 of Part 1C – General Terms & Conditions of the NIT document has been modified as given in the next pages. The parts deleted are given in Red font & highlighted in Green and strikethrough done</i></p> <p>All other terms and conditions as published in the NIT_62025 remain unaltered.</p>



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Part 1C – General Terms & Conditions

3. COMPLIANCE TO STATUTORY PROVISIONS AND RULES:

WAGES

The Minimum Wages as prescribed by the State Government from time to time and additional payment as per BHEL circular should be paid to the Contract Workers and the Wage and Attendance Registers should be produced to Welfare Section every month.

As per BHEL HR Welfare circular, additional wages @ Rs.3200/3700/4100 for unskilled/semiskilled/skilled workers respectively, are to be paid to labours, over and above minimum wages declared by Tamil Nadu Government.

Payment to employees engaged by the contractor:

The Contractor shall remain liable for the payment of all wages and other payments in connection with the employees engaged by him and with regard to the work.

The Contractor shall comply with the applicable provisions of payment of Wages Act-1936, Minimum Wages Act-1948, Employees Liability Act-1938, Employees Compensation Act-1923, Payment of Bonus, EPF and Miscellaneous Provisions Act-1952, Employees State Insurance Act-1948 and other relevant Acts and rules framed, there under from time to time.

Contractor shall be responsible for making payment of wages within 7days from there last day of wage period and shall obtain the signature at the end of entries in the wage register from area in-charge of contract operating department.

Contract labours has to sign the filled in wage register in front of the area in-charge of contract operating department and area in-charge should certify the wage register for payment to the contract labours only after signed by all the contracts labours in filled wage register.

Contractor Shall have / obtain license under the Contract Labour (Regulation and Abolition Act-1970

As per the circular issued by HR-Welfare / BHEL-DI-08.04.2014, the following additional wages per month has to be paid by the contractor to his employees over and above the minimum wages declared by the Government of Tamilnadu as:-

Unskilled ----- Rs.3200/-

Semi-skilled ----- Rs.3700/-

Skilled ----- Rs.4100/-

The above additional wages & minimum wages will also attract PF, ESI, Bonus etc.

Contractor should ensure that at least the prevailing minimum wages, as per the rules of Government of Tamilnadu, which are applicable to General Engineering and Fabrication Industry and BHEL's additional wages, inclusive of bonus after remitting PF & ESI contributions, are paid to his employees ONLY in their respective nationalised bank accounts by means of NEFT / RTGS / IMPS

Contractor shall provide the details of manpower to be deployed for the subject scope of work with the following details

S.No	Name	Aadhar Number	Savings account bank details of nationalized bank	Confirmation and acceptance by the contract employees for bank details and payment of salary in there bank account



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Any changes in manpower should be informed to the executive in-charge of Contract execution department before engaging them along with the details as per the above table.

While submitting the bills, the contractor should submit a proof of payment made to employees through nationalised bank along with PF and ESI contribution to Welfare Section every month for effecting, Payment by BHEL. Otherwise payment to the bills will not be processed.

In addition, the contractor has to submit wage register as a proof for payment of minimum wages ~~and additional wages~~ as per prevailing acts, for getting payment from BHEL.

Any increase of DA / wages / other payments to be made to the persons engaged in the contract as stipulated in the Acts / circulars already released / to be released at a later date during the contract period will be reimbursed / adjusted based on actual payment made to contract labours only. service charges as indicated in Part B of Price Bid will not be payable on such additional amount.

The contractor should remit the salary / wages of their workmen only through nationalised bank, directly to the salary / savings account employee concerned. Monthly clearance will be given in respect of those contractors, only if the salary / wages to the workmen concerned has been remitted in the nationalised bank account of the workmen. The relevant Bank Statement/ proof for Bank Payment should be produced along with PF and ESI challans every month.

No other mode of payment (hand payment / account transfer other than salary or any other) is acceptable as salary.

If the contractor employs more than twenty employees, he has to obtain License to this effect from the Factory inspectorate and renew the same periodically.

The contractor should follow and comply with minimum wages, ESI, PF, Bonus, Group Insurance and other statutory regulations as stipulated in Factories Act and other applicable State / Central Governments rules & regulations.

Each contract employees must have his own PF and ESI codes and comply with the relevant Acts.

Contractor shall make PF, ESI contributions as per applicable laws in force and the statutory guidelines issued from time to time by the Government of India.

The contractor workers should be fully aware of safety measures and observe all safety precautions during work. The Contractor should also make his own arrangements to provide requisite safety devices to the workers, based on the nature of work. Any accident / incident occurring to his workers in Company's premises should be reported in writing by the Contractor to safety, Welfare and Line Executive concerned.

The Contractor shall ensure to disburse the wages to his workers on the 7th day of every consecutive month in the presence of such authorized representatives of BHEL Management.

"The contractor has to disburse the salary/wages for their workmen and the relevant Bank statement/proof for Bank payment should also be produced along with PF and ESI challans to Welfare Section every month."

A certificate of payment shall be furnished in duplicate by the Contractor to the Engineer In charge for each month.

The Contractor shall inform the BHEL Management every month the details of Contract labour engaged for each Contract in the following forms:-

(a) Serial Number.

(b) Location.

(c) Period of Work.



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(d) No. of Contract labour engaged during the month.

(e) No. of days worked.

(f) No. of Man – days worked.

(g) Wages paid to his workers.

The above statement shall be furnished to BHEL Management at the end of every month.

12. RIGHTS:

BHEL may enter into parallel Contract simultaneously with any number of Contractor as may be deemed fit at any time during the period of Contract in the Interest of the work for any or all the stations and for any or all the schedules.

In case of breach of any of the terms and conditions of the Contract, BHEL will entrust the work to any other Contractor at the risk and cost of the Contract and the Contractor shall be liable to pay the extra expenditure, damages, loss suffered on account of the cancellation of the Contract.

All amounts including the losses / damages / penalties / compensations etc., resulting from non-compliance with the terms of Contract, payable by the Contractor to BHEL under the Terms of the Contract will be recovered from the outstanding payments to Contractor either under this Contract or any other Contracts or from Security Deposit or from both. In case this amount is insufficient for such recoveries, the Contractor shall make good the balance amount by actual payment. In addition BHEL, Trichy will recover the said amounts through its sister concerns, from the payments due to the Contractor in any of the units of BHEL located in any part of India.

The Contractor is not allowed to pass the responsibilities connected with the Contract to other agencies / Contractors, the Contractors shall not sublet or transfer the Contract or any part thereof, which tantamount to termination of the Contract and thereby attracting the penalty or forfeiture of security deposit.

In case the Contractor fails to pay the wages for his employee which includes Minimum wages ~~and Additional wages~~ with ESI and PF (both Employee and Employer contributions) for every month and Bonus once in a year as per the bonus Act, BHEL have the rights to recovered from the outstanding payments to Contractor either under this Contract or any other Contracts or from Security Deposit or from both. In case this amount is insufficient for such recoveries, the Contractor shall make good the balance amount by actual payment. In addition BHEL, Trichy-14 will recover the said amounts through its sister concerns, from the payments due to the Contractor in any of the units of BHEL located in any part of India.

The Contractor shall have no right to demand at any time during the currency of this Contract any minimum quantity of Work for this Contract.