

# Bharat Heavy Electricals Limited

(A Government of India Undertaking)

**Boiler Auxiliaries Plant**

Ranipet – 632 406 Tamil Nadu



**M&S DEPARTMENT  
(CONTRACTS)**

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Ref:BAP:M&S:CON:ENL:FAB:  
Dt.21.07.2006.

## **ENLISTMENT OF CONTRACTORS**

BHEL-Ranipet invites applications, with reference to the Notification appeared in “New Indian Express” (Southern Edition) and “Dinamalar” with all details, from reputed contractors having experience in executing the works mentioned below for the purpose of Enlistment.

**“General Fabrication of Steel items and components within the premises of BHEL/Ranipet as per the specifications/drawings/Quality works instructions through works contracts to be finalised against various tenders floated from time to time”**

The documents for enlistment shall include:

1. Application for pre-qualification
2. Special conditions
3. General terms and conditions
4. Safety precautions to be followed

Kindly note Sl.No.2 to Sl.No.4 of the above are enclosed only for reference to the applicants to know the statutory requirements and facilities provided for contract operation and execution.

Inviting applications for Enlistment of Contractors cannot be construed as award of any contract.

Late date of submission: One month from the date of notification appeared in the above newspapers. (including the date of advertisement)

SR.ENGINEER/CONTRACTS  
M&S DEPARTMENT

**APPLICATION FOR ENLISTMENT OF CONTRACTORS  
(FOR GENERAL FABRICATION WITHIN BHEL PREMISES)**

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1.	Name of the company	
2.	Status of the company	Partnership / Proprietorship / Pvt.Ltd / Public Ltd/ Co-operative (strikeout whichever is not applicable)
3.	Year of establishment	
4.	Address	
5.	Telephone No./Fax No./ Mobile No.	
6.	Firm Registration No. (with Govt. Agencies / under relevant Contract Labour Acts)	
7.	Is the firm a small-scale industry Unit? If yes, attach copy of the certificate.	
8.	Nature of business carriedout	
9.	Capacity (Daily output in terms of physical quantity – Tonnage of Steel)	
10.	Human Resources details (such as technically qualified engineers, supervisors, fitters, welders, grinders etc.)	
11.	Details of equipments/ machines in possession	
12.	Details of fabrication works carried-out in the last two years and its value	

**APPLICATION FOR ENLISTMENT OF CONTRACTORS  
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13.	Are you an assessee of Income-Tax? If yes, mention PAN No.	
14.	Profit & Loss account and Attach Balance Sheet for the last two years, if any	
15.	Are you registered with EPF & ESI organisations. If yes, mention the Code Nos. If no, under which clause?	
16.	Have you executed any contracts with other BHEL Units/other Public Sector Undertakings? if yes, details.	
17.	Are you/partners/employees/others related to any employees of BHEL (all units)? If yes, furnish the name, staff no, designation and unit of the employee.	
18.	Your Bankers details (Bank Name, Branch etc.)	
19.	Is your employees covered under relevant insurance policies?	
<b>Signature</b> (with seal)		

### **SPECIAL CONDITIONS**

1. All the works shall have to be carried out within our factory premises or the area allotted by BHEL for the purpose.
2. All the works shall be carried out on a reasonably leveled plate which will be issued by BHEL at free of cost.
3. The contractor shall use the power points available in the above mentioned places at free of cost.
4. Electrodes for welding will be issued by BHEL at free of cost.
5. Material handling facilities will be provided by BHEL.
6. LPG, Oxygen gas and portable drilling machine will be supplied by BHEL at free of cost.
7. The contractor has to bring his own Welding Generator and accessories to carryout the work.
8. Accessories such as cutogen, holder, shield etc have to be arranged by the contractor at his cost.
9. Measuring instruments, hand tools like hammer, marker etc. are to be arranged by the contractor at his cost. Special measuring instruments shall be supplied by BHEL for inspection at free of cost.
10. Contractor shall be prepared to deploy work force in Two/Three shift basis as per BHEL requirement.
11. The contractor should carryout the work identified by the authority concerned within the premises of BHEL.
12. The contractor shall either supervise the work or provide a supervisor to supervise the work of his staff. The supervisor employed by the contractor shall ensure proper out-turn of work and the discipline by the labour to be put on the job and in general see that the works are carried out in a safe and proper manner.
13. The contractor shall withdraw his labour only after obtaining the prior approval of the Officer-in-charge and he shall arrange to re-employ the labour within a day from the date of intimation to him.
14. Bharat Heavy Electricals will not be responsible for the idle labour of the contractor for whatever reasons.
15. Should any error or ambiguity be discovered in the specification or information, the contractor shall forthwith bring the same to the notice of Bharat Heavy Electricals Limited before commencement of work. The BHEL's interpretation in such cases shall be final and binding on the contractor.

16. In case of labour strength has to be increased to complete the work within the stipulated period, no extra claim for payment under any circumstances will be entertained.
17. Bharat Heavy Electricals Limited reserves the right to decide the suitability of the workers and other personnel who may be employed by the contractor.
18. In case of damage or loss to any equipments or components or any other property of the Bharat Heavy Electricals Limited caused due to the negligence and carelessness of the contractor's men, the responsibility shall rest with the contractor. The actual cost of the damage or loss together with the overhead will be recovered from the contractor's bill. The decision of Bharat Heavy Electricals Limited regarding the cost as well as the extent of cost of damage shall be final and conclusive.

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## **GENERAL TERMS & CONDITIONS**

1. Applications for the work mentioned are invited from Contractors experienced in works of similar kind and magnitude.
2. Applications in a prescribed format must be submitted in a sealed cover and should be addressed to

Sr.Engineer/Contracts  
M&S Department  
Bharat Heavy Electricals Limited  
RANIPET – 632 406

the name, address of the contractor and the name of work shall be clearly mentioned on the cover.

3. Applications for enlistment should reach the above office within 21 days from the date of advertisement in newspapers (including date of advertisement).
4. Applicants should fill in all the required particulars in the blank spaces provided for this purpose in the documents and also sign and seal each and every page of the document before submission for enlistment.
5. Applications not submitted in the prescribed forms are liable for rejection.
6. The Bharat Heavy Electricals Limited, reserves the right to reject any or all applications received or accept any application without assigning any reason thereof.
7. Applications shall be submitted either in person or by post only through "REGISTERED POST". This should be posted with due allowance for any delay in postal delivery.
8. Should an applicant has a relative or in the case of a firm or company of applicants any of its shareholders or share holder's relative, employed in Bharat Heavy Electricals Limited, the authority inviting applications shall be informed of this fact at the time of submission of the application failing which application may be disqualified or if such fact subsequently come to light, the contract if any entered may be rescinded.
9. If, an applicant deliberately gives wrong information in his application or creates conditions favourable for the acceptance of his application, Bharat Heavy Electricals Limited reserves the right to reject the application at any stage.
10. Canvassing in any form in connection with the enlistment is strictly prohibited and the application submitted by the applicant who resorts to canvassing will be liable for rejection.
11. The Contractors shall comply with the 'Minimum Wages Act 1948 – Fixation of Minimum Rates of Wages for the employment in General Engineering and Fabrication Industry' and provisions of payment of Wages Act 1936 or any modification or any other law relating there to and the rules made there under from time to time.

12. The contractor should possess necessary licences, Permanent Provident Fund A/c No., and should take Insurance for his workers and produce them before commencement of work. The contract shall insure all his materials, tools, tackles etc also third party insurance shall be taken .
- As per employees PF and misc. provisions Act 1952, the employee's contribution payable at present is 12% of wages which shall be recovered by the Contractor from the wages of his workmen and the contractor should pay equal contribution in addition to any administrative charges in this behalf that may be decided from time to time. Remittance shall be made on time (i.e. on or before 15<sup>th</sup> of the following month).
  - All the contract workers shall be enrolled in ESI (Employees' State Insurance). The effective date will be first day of the latest commencement of running contract concerned. The date shall be entered in the 'Date of Appointment' column of the ESI Declaration Form. Our ESI Code No. is 51-4766/Ranipet.
  - The workers who are already members of ESI need not be enrolled again.
  - The filled ESI declaration forms shall be submitted to the authority concerned. In the Declaration Form full address of the contractor shall be mentioned. Whenever a fresh and unregistered worker is engaged during the operation of contract, declaration form in respect of that workman which should be submitted to Human Resources Department within two days of such engagement.
  - ESI contributions (1.75% employees contribution + 4.75% employer contribution of the total monthly wages) before 20<sup>th</sup> day of every following month. (ESI Code No. 51-4766/R). Prescribed challans are available at ESI local office, Ranipet (near Sipcot). Contractors who have got their own code number can remit the contributions on that number.
  - Along with the challan copy, the details of remittance shall be submitted to the authority concerned in the ESI compliance form.
13. The contractor should deduct Provident Fund and ESI amount as per the provisions and amount so deducted along with the matching contribution of the contractor shall be remitted to the authorities concerned within the stipulated time. The statement of deduction along with the challans evidencing remittance shall be submitted to Officer-in-charge. If the evidences are not shown, further bills of the contractor will not be paid. BHEL have the right to withheld the payment of his bills. Submission of statutory returns such as Half Yearly returns of ESI (Form 6), P.F. return (Form 12A), Form 5 and Form 10, Form 3A & Form 6A should be send to the concerned officers in time.
14. In case of any increase in wage rates on account of revision of minimum wages by Government of Tamil Nadu and any revision of rate of contribution in Provident Fund, ESI and Bonus percentages due to statutory amendments, the contractor is bound to pay the revised amount. In case the revision of minimum wages is made by Government of Tamil Nadu with retrospective dates, the contract is bound to pay such arrears arising out of such revision of minimum wages retrospectively, failing which BHEL as the principal employer will retain the amount from the contractor and pay to contract labourers working under him.

15. The workers' particulars such as Name, Age, Father's name, address etc., and their daily attendance have to be maintained by the contractor. The details of Provident Fund and ESI compliance have to be maintained by the contractor in the prescribed format/register.
16. As per the Contract (Regulation & Abolition) Act, 1970 & Allied Rules, the contractor employing 20 or more labourers is required to obtain licence from the Inspector of Labour, Vellore. This licence shall be amended and/or renewed whenever there is an increase in the workman employed by him or in the event of contract being extended or renewed. The contractor shall inform the Licence Number so obtained to the Human Resources Department.
17. The contractor shall maintain the following Registers and Records and make them available for inspection at any time. (The list is only for example, but not exhaustive).

a. Muster Roll	f. Register of Advance
b. Register of Wages	g. Wage slips
c. Register of Deductions	h. Register of Accidents
d. Register of Overtime	i. Register of Leave with Wages
e. Register of Fine	j. ESI Register in Form-7

All registers are required to be maintained as above and shall be produced as and when Government Officials and Statutory Authorities to make inspection from time to time.

18. In case a contract labourer meets with an accident while on duty, the contractor shall immediately intimate the information to Safety Department, Contracting Agency and Human Resources Department and submit the Accident Report duly filled in all respect and send a copy to ESI local office, ESI Dispensary and Inspector of Factories (for major accidents) within 24 hours of accident through Safety and Human Resources Departments. All assistance for the injured workman such as to taking him to ESI Dispensary for treatment must be rendered by the contractor.
19. Compliance of the above provisions does not absolve the obligation of contractor arising out of other statutory obligations.
20. Employment of child labour is strictly prohibited.
21. Contractor should employ only persons having sound health and not above the age of 58 years, and not below the age of 18 years.
22. Payment of Bonus: In respect of work done by the labour, the contractor has to pay to his labourers as laid down by the Payment of Bonus Act – 1965.
23. The contractor should have registered for Service Tax and a copy of Registration shall be enclosed along with the offer.
24. If any employee/labourer working in the contract is found involved in corruption activities, the contract will be terminated and the contractor will be banned for applying for any future contract for three years.



## **SAFETY PRECAUTIONS**

1. The Contractor must inspect the area of work to decide the safety precautions necessary for executing this contract.
2. Whenever people work at height more than six feet, platform shall be provided or the workers shall wear safety belt to avoid fall from the height.
3. Wherever any area declared dangerous, the workers shall not be allowed to work till a written clearance is obtained from appropriate authorities.
4. No material of any kind shall be dropped or allowed to be dropped from any height.
5. Defective ladders shall not be used at all.
6. Inflammable materials shall not be stored near places where the sparks are likely to occur.
7. The necessary safety equipments such as gloves, helmet, dust/fume respirator etc must be issued to the workmen and strictly to be used while carryout the work. If Personal Protection Equipments not provided by the contractor, BHEL shall provide the required PPEs on chargeable basis, depending upon the stock availability.
8. If the contractor's workmen found violating the safety precautions, punitive action will be taken by withholding a sum of Rs.500/- to Rs.1000/- from the contractor bill for each violation.
9. The working area shall be kept clean and free from all obstructions.
10. All temporary electrical connections shall be properly earthed, insulated and periodically checked.
11. All safety precautions are to be taken by the contractor at his cost.
12. These safety measures shall be deemed to form an integral part of Work Order/ Agreement.