

**BHEL BHOPAL FEX-EM, BLOCK II (G), MAINTENANCE**

Tender Enquiry no- FEX/EM/104/E: 2019-20/102 date: 25.11.2019

To,

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Sealed tender is invited (In two bids) from contractors registered with BHEL, Government of India or any other Public Sector undertakings having experience & knowledge in executing works contracts concerning lubrication, greasing /breakdown/preventive maintenance of machines tools.

The basic details about the works contract are given below-

S.NO		
1	Name of contract	AMC for breakdown maintenance of 20 nos. of CNC and critical machine tools in EM division.
2	Period of contract	12 months
3	Contact	Manish Kumar Thakur (DGM, 07552502182, 9425604873), Rajkumar (Sr. Engineer, 07552503143, 9993590626)
4	Tender cost	500/-
5	EMD cost	<b>19286 INR + GST Extra</b>
6	Tender Enquiry no.	FEX/EM/104/E:2019-20/102
7	officer/place for obtaining tender documents	DGM, FEX, Block II (G), Maintenance, Bay 8 (eastern wing), Block 2, BHEL Bhopal
8	Date of Enquiry	25.11.2019
9	Due date & time for submission of tender documents	11:00 am ,09.12.2019
10	Date of tender opening	1:30pm ,09.12.2019
11	Place of submission	Tender Room, Administrative Building, Ground Floor, BHEL BHOPAL (M P)
12	Tender document to be addressed to	DGM (FEX), BHEL Bhopal
13	Period of contract	One year from the date of starting work mentioned in the work order.
14	Documents attached along with NIT	<ol style="list-style-type: none"><li>1. GST Clause ( Annexure-I)</li><li>2. General Terms &amp; Conditions (Annexure-II),</li><li>3. Statutory Safety Clause (Annexure-III)</li><li>4. Instructions to Contractor for Statutory Compliances for Work Contract (Annexure IV)</li><li>5. Scope of Work (Refer Annexure- V).</li><li>6. HR contract labour cell- New clauses to be inserted in works contracts</li><li>7. Clause as per Corp. HR Circular 016/WLX/2018 dated 10/9/2018.</li></ol>

**BHEL BHOPAL FEX-EM, BLOCK II (G), MAINTENANCE**  
 Tender Enquiry no- FEX/EM/104/E: 2019-20/102 date: 25.11.2019

**Name of the Work:** AMC for breakdown maintenance of 20 Nos. CNC and critical Machine tools in EM Division.

This is an indivisible works contract and the contractor shall fill remarks column against all items. This tender schedule must be submitted along with TECHNO- COMMERCIAL BID., enclosed and duly signed and stamped on each page with your covering letter. Any deviations / deletions etc. should be brought out separately on your letter pad and enclosed to the tender documents.

The following are to be filled up by the Bidder: and same is submitted in Techno-commercial bid (part – I)

<b>S.NO</b>	<b>Detail Required</b>	<b>Detail (To be filled by the contractor)</b>
1	Name of Contractor	
2	Full Address	
3	Contact Person	
4	Phone No./Mobile no.	
5	Email ID	
6	PF CODE NO	
7	ESI CODE NO	
8	LABOUR LICENCE NO. under section 12(1) of R&A 1970 & Validity (either valid or under renewal should indicate)	
9	PAN No.	
10	GST Number	
11	Validity: 04 months from opening date (Technical Bid).	Acceptance – YES / NO
12	EMD (please see clause- (3) of enquiry)	<b>19286 INR</b>
13	<b>Security Deposit</b>	<b>5% of contract value</b>
14	<b>Payment terms clause in NIT</b>	Acceptance – YES / NO
15	<b>PQC</b> (no. of similar contracts completed in last 7 years) – please see clause 2, point 1). Documentary proof needed.	Acceptance – YES / NO
16	<b>PQC</b> (regarding minimum value of similar contracts completed) – please see clause 2, point 2). Documentary proof needed.	Acceptance – YES / NO
17	<b>PQC</b> (minimum annual financial turnover for last three years) – please see clause 2, point 3. Documentary proof needed.	Acceptance – YES / NO

**BHEL BHOPAL FEX-EM, BLOCK II (G), MAINTENANCE**  
Tender Enquiry no- FEX/EM/104/E: 2019-20/102 date: 25.11.2019

  <b>BHOPAL</b>	<b>BHARAT HEAVY ELECTRICALS LIMITED</b>	<b>Dept .:- FEX/EM</b>
	<b>SCHEDULE -1 ( Schedule for rate )</b>	

Tender Enquiry No. : **FEX/EM/104/E: 2019-20/102, Dt – 25/11/2019**

**PRICE BID**

**AMC for breakdown maintenance of 20 Nos. CNC and critical Machine tools in EM Division**

**SCHEDULE FOR RATE**

**Per Day Labour charge (Inclusive All) for breakdown maintenance of 20 Nos. CNC and critical Machines**  
(Total six nos. of skilled workers required)

(One Nos. skilled labour charge for one day:- in Rs)

**GST Extra**

Signature & Seal of Contractor & Date

**BHEL BHOPAL FEX-EM, BLOCK II (G), MAINTENANCE**  
Tender Enquiry no- FEX/EM/104/E: 2019-20/102 date: 25.11.2019

Please read the all the terms and conditions of the tender document carefully and only then give your acceptance –

**[1]. TENDERING PROCEDURE –**

1. Tenders may be dropped at the place mentioned above any time before the due date and time mentioned above. The bid shall be in two parts- Techno-commercial bid (part-1) & Price bid (part-2).
2. Techno-commercial Bid (Part – 1): The first envelope shall contain the Techno-commercial Bid as per the enclosed technical bid pro-forma with relevant documents like copies of ESI, PF code, Labour license, PAN No. GST, supporting documents of Experience for similar nature of work as mentioned in the pre-qualification requirements section below. Also, all relevant papers and EMD are to be attached. The envelope shall be super scribed “Techno-commercial bid, Enquiry No, (name of work).
3. Techno commercial discussion - The party is supposed to be called for techno –commercial discussion for scrutinizing the techno- commercial bid suitability.
4. The Second envelope shall contain only the price bid to be quoted in Schedule for rates. Any other information in the price bid other than quoted price shall not be considered and the quotation is likely to be rejected. Price bid document shall be signed by the tenderer at the bottom of the page. The envelope shall be sealed and super scribed “Price Bid ----- (name of work)”.
5. BHEL will be not responsible for any postal delay.
6. Only part –1 i.e. Techno-commercial offer shall be opened on the due date of opening. Date of opening of price bids will be intimated after techno-commercial suitability.
7. The technical bid consists of technical schedule requiring documentary proof, EMD & Tender cost. In case the party has not satisfied all (Submitted) the conditions along with documentary proof, the tender will be rejected. Price bid of only technically qualified parties will be opened.
8. Tenders received mixed with both technical & Price bid documents without individual envelope will be rejected. The Techno-commercial Bid as Part – 1 will be opened at the stipulated time on the due date. Price – Bid will be opened later after evaluation of Techno-commercial Bid.
9. Vendor has to furnish and accept the above Technical, Commercial and General Terms & Conditions. If nothing is written about any of the conditions above, it will be presumed that you have agreed to all the conditions therein.
10. Cost of the Tender documents is 500/- INR (Five Hundred Rupees Only), which is to be attached with the Techno – Commercial offer and can be submitted only through EFT/online payment in favour of BHEL, Bhopal. Tender cost is non-refundable.

**[2]. ELIGIBILITY CRITERIA / PRE QUALIFICATION REQUIREMENTS –**

1. The firm must have executed and successfully completed at least 3 works contracts of similar nature in last 10 years (calculated from the month of NIT issue). The performance certificate obtained from the customer to be given. ‘Similar works’ here, mean- works contracts of type – Preventive maintenance /Major Breakdown/Over hauling /Breakdown maintenance of machine tools.
2. In the last 10-year period (as calculated from the month of issue of NIT) at least one of the following must hold true-
  - i. Completed THREE work contracts of value of 3.85 **lakh INR** or more per year on single value.
  - ii. Completed TWO similar works costing not less than 4.82 **lakh INR** or more per year on single value.
  - iii. Completed ONE works contract costing not less than 7.71 **lakh INR** or more per year on single value.
3. The firm must have an Average Financial Turnover of at least 2.89 lakh INR for the last three financial years. Proof of the above to be given.
4. Other important general pre-qualification requirements-
  - i. Firm should have deployed minimum 06 Nos. (skilled) workers in its works contracts.
  - ii. Firm might be called for technical discussion for technical suitability.
  - iii. Firm should meet statutory requirement like P. F. No., E S I No., Labour License, PAN No. & GSTIN, Registration No. etc.
  - iv. The intending tenderers shall be deemed to have visited the site/work and familiarized themselves thoroughly with the site/work conditions before submitting their tender.
  - v. The rate quoted shall be deemed to cover working under adverse conditions.
  - vi. Contractor to give undertaking & take responsibility about antecedents and character of his works.
  - vii. The contractor must be registered under GST Act/rules to be paid extra against GSTIN of the part & same is showing separately in the bill.

## **BHEL BHOPAL FEX-EM, BLOCK II (G), MAINTENANCE**

Tender Enquiry no- FEX/EM/104/E: 2019-20/102 date: 25.11.2019

### **[3]. .PAYMENTS TERMS:-**

1. The payment shall be made on monthly basis on submission of bill and on the basis of actual work completed during the month as scope of work duly certified by DGM/ FEX, Block II (G), Maintenance or In-charge Maintenance, Block II (G). Payment shall be on pro rata basis on actual deployment basic
2. Acceptance of our Terms & Conditions, statutory safety clauses and other special terms of the contract as enclosed duly signed and stamped at the space provided.
3. TDS (as per income tax act/GST) applicable as per the law. In case of loss are delay of tax credit are additional liability on BHEL due to the reason attributable to the contractor shall be recovered from them along with the interest as applicable
4. **Penalty clause**- The firm have to provide 1600 skilled man-days for the year. This has to be uniformly distributed on monthly basis, i.e. average 133 man-days per month. However, if the firm provides less than 120 skilled man-days in any month, the work that is to be carried out in this contract will be significantly affected. In compensation for this loss, and also in order to avoid such cases, the following penalty shall be valid on monthly basis –
  - (i) Deduction Amount for skilled worker = 5% of per-day rate for skilled worker (no. of man-days less than 120) GST as penalty shall be extra.
5. **Bonus clause** – The contractor will be required to pay bonus to the workers according to – Payment of Bonus Act, 1965. The details about other terms and conditions of bonus payment are available on Contract Labour Cell website of BHEL Bhopal and shall be updated from time to time. The Bonus Payment Amendment Act 2015 (stating minimum bonus for the year as 7500 INR and all other changes) will also be enforceable.
6. **Taxes and Inclusions**- Rates quoted shall be net and inclusive of all taxes **excluding GST** that may be applicable for the type of job involved. The rates quoted shall take into account all labours & restrictions involved in carrying the work. The rate quoted shall be deemed to cover working under adverse conditions, as well as supervision from the contractor's side, risks and overheads of all kinds. In case of loss of tax credit or additional liability on BHEL due to the reason attributable to the contractor shall be recovered from them along with interest as applicable.
7. **Releasing of payment**- Payment will be release within 60 days after submission of the bill and for MSME payment will be release within 45 days.

### **[4]. .PRICE BID –**

1. Charges are to be quoted excluding GST.
2. Contract will be awarded on the basis of individual charges( per day) for the types of workers. In other words, contract will be awarded to the party with lowest per day charge. Contract will not be split between two parties under any circumstances.
3. The Price-Bid must be filled as per the format in schedule-1 given in the NIT.
4. While quoting the price bid, the bidder must also take in account the contributions that have to be made towards – ESI, PF, Bonus, labour welfare board, uniform cost and safety shoes cost for the worker.
5. Contractor's firm will have to take care of all Taxes / GST if applicable etc.
6. Prices quoted should be indicated both in words & figures or if there is any other price discrepancy, lower value (s) will be considered for evaluation & ordering.
7. Bid shall remain valid for acceptance for a period of 04 months from the date of opening of Technical bid.
8. Order will be placed only to one party on the basis of the overall lowest quoted price. The work will not be split into two parties in any circumstances.
9. In case of tie in price , higher average turnover of last three years shall be considered for deciding L-I.

#### **Other important points related to price bid and price bid evaluation –**

1. The price bids of only that bidder shall be considered for opening and evaluation whose bid is determined to be technically and commercially acceptable to BHEL.
2. The schedule of Rates should be read with all other sections of this tender.
3. The works, item wise, shall be measured upon completion and paid for at the rates quoted and accepted.
4. Order will be placed only to one party on the basis of the lowest quoted price. The work will not be split into two parties in any circumstances.

## **BHEL BHOPAL FEX-EM, BLOCK II (G), MAINTENANCE**

Tender Enquiry no- FEX/EM/104/E: 2019-20/102 date: 25.11.2019

### **Bid validity and other important points related to bid submission –**

1. Bid shall remain valid for acceptance for a period of **4 months** from the date of opening of Part-I (Technical Bid) of the bid. The bidder shall not be entitled to modify, vary, revoke or cancel his bid during the said period except rebate by L1. In case of bidder modifying varying, revoking or cancelling his bid, the earnest money paid by them shall be liable to be forfeited. The validity of the bid shall be extended as and when required for the period as requested by BHEL in writing and agreed by the Bidder.
2. Correction fluid is not allowed to be used. In case there is any correction, the Bidder shall cut the same neatly and put his signature and stamp with date near the place of each correction.
3. The bidder should submit their quotation either on their letter head or by way of return of original tender document duly filled, signed & stamped. If the tender document is attached with any communication or terms & conditions, the same should be on party's letterhead. Any terms submitted by the tenderer in violation of above will not be accepted and the same in liable to be rejected.
4. The bidders must quote competitive prices considering the fact that price negotiations, if required, will be held only with lowest quoting tenderer only.
5. The tendering can be abandoned without assigning any reasons. No compensation is payable for the efforts made by the contractor.

### **Important points related to bid rejection –**

1. All cuttings & corrections in the bid document should be avoided and if it is unavoidable. It should be kept at bare minimum and it should be nearly cut and rewritten without overwriting and use of white fluid. All corrections should be duly signed by the contractor. In case the tenderer resorts to many corrections including usage of white correction fluid in the tender document, the tender shall be liable for rejection.
2. Tender Evaluation: Totals / Gross total of prices should be indicated both in words as well as in figures. If there is a difference between prices quoted in words and figures or if there is any other price discrepancy, lower value(s) will be considered for evaluation & ordering.
3. Bidders shall fill the original tender documents issued by BHEL. All entries & Signatures in the bid shall be in blue ink only. Each page of the bid shall be signed & stamped using official seal of the company by the bidder.
4. Incorporation of terms and conditions at variance with terms and conditions of tender document shall make the offer liable for rejection

### **[5]. TECHNO COMMERCIAL BID –**

1. The Techno-Commercial offer should include the following:
  - a. Detail Technical Offer as per our Scope of Work (Annexure – 'I') along with General Terms & Condition Annexure – II, III & IV duly signed by the contractor with seal & same will be submitted in techno-commercial offer (Part – I).
  - b. P.F., E.S.I., PAN, GST. Labour License and EMD of required amount is essential otherwise offer will not be considered.
  - c. Proof of experience of similar nature of work as mentioned in the ELIGIBILITY CRITERIA / PRE QUALIFICATION REQUIREMENTS section needs to be given.
2. Bids in which all the documents mentioned above are not present shall be rejected.
3. 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.
4. The EMD should be submitted in a separate cover along with the Techno-commercial bid of tender document duly filled in. Both the items should be sealed in bigger envelope.
5. The complete bid shall be duly signed by the Bidder on each page.

### **[6]. EARNEST MONEY DEPOSIT –**

1. EMD is to be paid by tenderers for securing fulfilment of any obligations in terms of the NIT.
2. Modes of deposit – The EMD shall be accepted only in the following form:-
  - i) Cash deposit as permissible under the extant Income tax Act( Before tender opening)
  - ii) Electronic Fund Transfer Credited in BHEL account (before tender opening)
  - iii) Banker's cheque/pay order/demand draft ,in favour of BHEL (along with offer)
  - iv) Fixed deposit receipt (FDR) issued by Scheduled Banks/Public financial Institution as defined in the scheduled bank .The Bank guarantee in such cases shall be valid for atleast six months.

In addition to above ,the EMD amount in excess of Rs Two lakh may also be accepted in the form of BG from scheduled bank. The BG in such cases shall be valid for atleast six months.
3. Forfeiture of EMD - EMD by the Tenderer will be forfeited as per NIT conditions, if:
  - a. After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.

- b. The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.

### **BHEL BHOPAL FEX-EM, BLOCK II (G), MAINTENANCE**

Tender Enquiry no- FEX/EM/104/E: 2019-20/102 date: 25.11.2019

- c. EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant “Guidelines on Suspension of business dealings with suppliers/ contractors” and forfeited/ released based on the action as determined under these guidelines.
4. Forfeiture of EMD - EMD by the Tenderer will be forfeited as per NIT conditions, if:
  - a. After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
  - b. The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.
  - c. EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant “Guidelines on Suspension of business dealings with suppliers/ contractors” and forfeited/ released based on the action as determined under these guidelines.
5. EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of award of work. In case of expiry of offer validity period or any other circumstances, EMD can be released with the approval of Head of Contracting deptt, not below the rank of AGM.
6. EMD shall not carry any interest.

#### **[7]. SECURITY DEPOSIT –**

1. Security Deposit means the security provided by the Contractor towards fulfilment of any obligations in terms of the provisions of the contract.
2. 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.
3. Modes of deposit: Only electronic fund transfer/online payment/BG/FD/Securities will be acceptable.
4. Collection of Security: 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. If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.
5. The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of the authority competent to award the work. (Note: In case of (a) small value contracts not exceeding INR 20 lakhs 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).
6. Security Deposit shall be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract.
7. The Security Deposit shall not carry any interest.
8. Contractor, who will be awarded work, have to deposit Security Deposit before start of the work. You are requested to submit your offer subject to our terms & conditions of contract as to reach us on or before the due date & time. You can nominate your representative on the date of tender opening.

#### **[8]. IMPORTANT TERMS AND CONDITIONS OF THE CONTRACT-**

1. **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 Wage Register shall bear the PF and ESI nos. of the workers.”
2. **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).”
3. **Payment of Wages to workers must be as per BHEL norms** –Wages must be paid on or before 7th day of completion of wage month. Payment of wages to the workers by the contractor cannot be below the minimum wages notified in BHEL norms. PF/ESI deduction as due shall be made from the wages and the contribution shall be remitted to the authorities concerned. Wage slip shall be issued to each workman. Wages shall be paid at the workplace in presence of two BHEL representative one from the contracting department & HR-Cell respectively. Running bills shall be supported with copies of wage sheets and PF as well as ESI Challan.
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."

**BHEL BHOPAL FEX-EM, BLOCK II (G), MAINTENANCE**  
Tender Enquiry no- FEX/EM/104/E: 2019-20/102 date: 25.11.2019

5. **ESI card based Labour Entry** –“Only those workers shall be allowed entry into Factory premises that 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. **Commercial Tax** – M. P. Govt. Commercial Tax if any shall be deducted from the bill for supply portion only if supplies are more than one lakh. Income tax if any or as per applicable Govt. norms shall be deducted from each running & final bill. Central Govt. Service Tax, as applicable, which will have to be deposited by you, must be clearly indicated in The ‘Schedule for rates’.
8. **Providing equipment to workers** - It shall entirely be the responsibility of the contractor to procure & supply at his own cost, all consumable, safety equipment, tools & tackles, except those specified in the tender document to be supplied by owner, necessary to execute the work in a workman like manner & complete as per schedule. Personal protective equipment to be used by the contractor's workmen should be of good quality & to be maintained in good condition.
9. **Engagement of workers** – Contractor should engage only workers who have experience and knowledge in the above said scope of work. The Firm has to engage sufficient manpower staff on regular basis for the work in Factory Blocks during 1<sup>st</sup> shift working i.e. from 7.00 to 16.00 PM on all Weekdays. The workers may be called on Sundays/BHEL Holidays (if required). In case of urgent work, deployment shall be made after written /special permission. The contractor will also have to engage workers during nights (2<sup>nd</sup> and 3<sup>rd</sup> shifts) according to the requirement of the works/engineer-in-charge.
10. **Damages during work** – 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 Engineering-in-charge on the propriety of adequacy of any 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.
11. **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.”
12. **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.”
13. **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.” In case of open tender, a tenderer whose relative is/are working in the user department cannot participate in any open tender issued by that department.
14. **Working at height**- Any job, which involves working at height above 2.5 Meters, requires working at Height Permit. While working at height, safety net/safety belt is to be used wherever feasible. The contractor shall obtain permit at working at height as per BHEL norms.
15. **Recorded entry of tools and consumables in the premises** – All consumable materials and spare must be taken inside factory by the contractor through their delivery challan and must be duly recorded at the C.I.S.F Gate No.9 and one copy of the same must be deposited with Erection/Pipeline section supervisor. The Tools & Tackles and any other non-consumable items of the contractor must be entered inside by self-declaration challan of C.I.S.F and must be preserved for returning the same after the contract.

**[9]. CONTRACTOR RESPONSIBILITY –**

1. It is the responsibility of the contractor to ensure that only those workers for the work that are covered under their P.F. & E.S.I. Registration are engaged at work.
2. It is the responsibility of the contractor to make payments towards premium for P.F. & E.S.I. of engaged workers and they should submit documentary proof of the same to BHEL on quarterly basis. The contractor shall also ensure compliance of statutory regulations of work contract and safety guidelines as per the conditions mentioned in enclosed annexures.
3. It is the responsibility of the contractor to ensure that no structure & installation, fittings, fixtures are damaged. Any damage done to the same or any property will have to be repaired / replaced by the contractor. Failing which the same will be got done at his own risk & cost. The decision of the Engineer-in-charge on the property or

adequacy of any repair / replacement work done by the contractor or any costs recoverable from the contractor in this behalf shall be final & binding on the contractor.

**BHEL BHOPAL FEX-EM, BLOCK II (G), MAINTENANCE**

Tender Enquiry no- FEX/EM/104/E: 2019-20/102 date: 25.11.2019

4. It is the responsibility of the contractor to ensure that the employees deployed in the premises of BHEL are physically & mentally fit and do not have any criminal record such employees should posses' requisite skill, proficiency, qualification, experience etc.
5. It is the responsibility of the contractor to familiarize himself and his workers thoroughly with the conditions at the site and the risks of the works involved. This has to be done before tender submission. Lack of knowledge about the working conditions will not be considered as a reason either for extra claims or for not carrying out the works & contracted requirements.
6. It is the responsibility of the contractor to ensure that the work is carried out strictly as per the direction & to the entire satisfaction of the Engineer-in-charge & without making any sort of inconvenience to the functioning of various units.
7. It is the responsibility of the contractor and he also have to give an undertaking about the antecedents of the workers engaged.
8. In the event of the contractor absconding the work , BHEL reserves the right to get the unfinished work completed at the risk & cost of the contractor .

**[10]. CONTRACT AGREEMENT –**

Contractor will be required to execute the contract on non-judicial stamp paper of Rs.500/- (Five hundred Rupees only) of M.P. government incorporating the terms and conditions of the contract agreed to before taking up the work.

## **BHEL BHOPAL FEX-EM, BLOCK II (G), MAINTENANCE**

Tender Enquiry no- FEX/EM/104/E: 2019-20/102 date: 25.11.2019

### **Annexure-I**

#### **Annexure I**

1. Wherever bidders are required to supply services at project site Party has to submit GST registration no. of the State in which project site is located along with copy of registration certificate at the time of submission of Bid. In case the same is not available at the time of submission of bid, the contractor has to give an undertaking that the same will be arranged before award of work order.
2. HSN Code/SAC, rate of tax under GST and applicable GST (IGST, CGST/SGST/UTGST) and GSTIN shall be clearly mentioned by the Bidder.
3. GST portion of the invoice shall be released only upon:-
  - 2.2.1 All invoices raised by contractors/vendors must be GST compliant Tax invoices as per GST invoice rules.
  - 2.2.2 Contractor declaring such invoice in his GSTR-1 or any modified return as notified by government
  - 2.2.3 Receipt of goods/services and Tax Invoice by BHEL and
  - 2.2.4 Confirmation of payment of GST thereon by contractor on GSTN portal
  - 2.2.5 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.
  - 2.2.6 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.
- Payment to Contractor for GST portion will be released only after completion of above activity and on availment of ITC by BHEL.
4. In case GST 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 GST Law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from the contractor along with interest levied/leviable on BHEL.

#### **Reverse Charge under GST**

- 5A. 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. Contractor has to submit bill for payment within 30days from the date of invoice. Any interest or penalty implications attributable to the contractor shall be recovered from them.
- 5B. 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.

#### **Liquidated Damage/Penalty**

6. Liquidated damage (LD) or Penalty if chargeable from suppliers/contractors as per NIT, applicable GST will be charged in addition to the same.

#### **Tax Deduction at source**

7. TDS as per extent provisions of the GST Law shall be deducted from supplier/contractor bill.

## **BHEL BHOPAL FEX-EM, BLOCK II (G), MAINTENANCE**

Tender Enquiry no- FEX/EM/104/E: 2019-20/102 date: 25.11.2019

### **ANNEXURE-2 –**

#### **BHEL GENERAL TERMS AND CONDITIONS FOR INVITING TENDERS AND AWARDING CONTRACTS-**

##### **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 – Re-conditioning Section or any other person authorized by him.
- C. "The contractor " shall mean the notice inviting the tender and acceptance thereof 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.

A week shall mean seven days without regard to the number of hours worked in any day in the week.

- G. 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.
- H. 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**

##### **1. Contract Documents:**

- a. 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.
- b. None of document shall be used by the contractor for any Purpose other than that of this contract.
- c. 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.

2. **Work to be carried out:** The work to be carried out under the contract shall except as otherwise provided in these conditions, include all Labor, replacement of parts which may be required for full and entire execution and completion of the work.
3. 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.

## **BHEL BHOPAL FEX-EM, BLOCK II (G), MAINTENANCE**

Tender Enquiry no- FEX/EM/104/E: 2019-20/102 date: 25.11.2019

4. **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 assess 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. **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 provided all obligation under the contracts all matters and things necessary for the proper completion and maintenance of the works.
6. **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

### **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 whichever 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.

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.

If the work delayed by:

- a. Force major, 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.

In all such cases, upon any delay the contractor shall immediately give notice thereof in writing to the Engineer-in-charge but shall never loss 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.

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.

8.4 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.

### **BHEL BHOPAL FEX-EM, BLOCK II (G), MAINTENANCE**

Tender Enquiry no- FEX/EM/104/E: 2019-20/102 date: 25.11.2019

#### **10. Compensation of 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 stipulated below:

a) 0.5% (Half) percent per week of contract value Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10 % of the total contract value.

#### **11. 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 – Name, Age and Trade. Change over subsequently if any shall be furnished by the contractor to the Engineer-in-charge.

#### **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:** BHEL shall have the privacy 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. 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:** Payment shall be made against the running and final bills, based on actual measurement of each item / sub-item jointly by the Engineer-in-charge and the contractor as per W. O. terms & conditions.

**15. Defects liability period – Guarantee:** The contractor shall guarantee the executed work for satisfactory performance for six months from the date of handing over with major impairment, mal-operation and accidents.

#### **16. 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 within 3 days after a notice in writing is given by Engineer-in-charge failing which BHEL reserves the right to terminate the contract.

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.

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.

## **BHEL BHOPAL FEX-EM, BLOCK II (G), MAINTENANCE**

Tender Enquiry no- FEX/EM/104/E: 2019-20/102 date: 25.11.2019

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.

### **17.0 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 person's 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 referred 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 this 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.

### **18.0 Jurisdiction: The jurisdiction in all cases shall be at Bhopal.**

**BHEL BHOPAL FEX-EM, BLOCK II (G), MAINTENANCE**

Tender Enquiry no- FEX/EM/104/E: 2019-20/102 date: 25.11.2019

**ANNEXURE-3**

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

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- 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 Riggers and Slingers for handling and Shifting of Plants & Equipment and other heavy jobs. Proper size of Slings and 'D' Shackles should be used in consultation with BHEL Supervisor/ Engineer. In no case under capacity or rejected or damaged Slings/ 'D' Shackles should be used.
- 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.
- 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 & Equipment.
- 9) In case of any Accident causing injury or casualty to any of Contractor's worker or Contractor himself while carrying out the work, the complete responsibility lies with the Contractor.
- 10) Contractor should ensure to provide immediate Medical help to his injured worker/ workers and should provide Compensation as per M. P. Govt. 's Workmen's Compensation Act' 1923, in case of injury or casualty causing out of accident while on work to his workers.

**BHEL BHOPAL FEX-EM, BLOCK II (G), MAINTENANCE**

Tender Enquiry no- FEX/EM/104/E: 2019-20/102 date: 25.11.2019

**ANNEXURE-4**

**CONTRACTOR'S OBLIGATIONS & STATUTORY COMPLIANCES TO BE ENSURED BY CONTRACTOR IN WORKS CONTRACT**

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**1. CONTRACTUAL:**

- 1) 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. Contractor shall supervise the work allotted to him and to be carried out by his employees.
- 2) 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.
- 3) Contractor to maintain appropriate records of his employees deployed to carry out the job(s).
- 4) Contractor should issue appropriate appointment letters to his employees.
- 5) 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.
- 6) 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.
- 7) 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.
- 8) 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.
- 9) Contractor to provide safety appliances and safety shoes to his employees. The contractor shall be responsible for enforcing all safety regulations as applicable.
- 10) 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.
- 11) Contractor to ensure that all precautions are taken for safety of his employees and equipment.
- 12) 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.
- 13) Contractor shall provide to his employees all tools, tackles, and equipment 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, equipment's, tools and tackles.
- 14) Contractor shall provide safety appliances and maintain the same at his own cost, which may be required under the statute of otherwise.
- 15) Contractor shall provide material at his cost as mentioned in the contract to his employees for carrying out the job.

**2. TOWARDS STATUTORY LIABILITY:**

- 1) 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 Labor (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. 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.

### **BHEL BHOPAL FEX-EM, BLOCK II (G), MAINTENANCE**

Tender Enquiry no- FEX/EM/104/E: 2019-20/102 date: 25.11.2019

- 2) 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.
- 3) 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 RPFC. Contractor shall ensure payment of ESI contribution under ESI Act, 1948 and provide ESI membership No. / Card of each employee.
- 4) 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. Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL
- 5) Contractor shall be solely responsible for non-payment/ delayed payment of Wages / DA, contributions under EPF & M.P. Act, ESI Act etc. 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.
- 6) 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.
- 7) The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor
- 8) 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.
- 9) 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.
- 10) 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. Over and above the daily wage rate, payment shall be made for leave with wages.
- 11) 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
- 12) 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.
- 13) 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.

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.

**BHEL BHOPAL FEX-EM, BLOCK II (G), MAINTENANCE**

Tender Enquiry no- FEX/EM/104/E: 2019-20/102 date: 25.11.2019

**Annexure-v****SCOPE OF WORK**

1. The party will have to attend all the electrical and mechanical breakdown on second /first shift of the machines.( In case of emergency party will have to do the maintenance on Sundays & in 3<sup>rd</sup> shift also if required)
2. Regular check of the machine for oil level, filters, belt tension, alignment , abnormal noise or overheating ,functioning of limit /proximity switches etc. and take prompt corrective action and all other work necessary for operation of machines to be done.
3. On receipt of intimation of electrical or mechanical breakdown of a machine, your team will immediately attend the machine with trained and qualified staff and repair the machine. As and when required they may obtain support from BHEL electronics engineer and CNC division.
4. The machine covered in the works contract are CNC and critical in nature: it should be maintained by skilled and competent workers .The supervision and technical guidance will be through experts or engineers having sufficient knowledge of CNC & Critical machines.
5. Contactor's supervisor will keep the record of breakdown and work done on the logbook provided by BHEL.
6. List of machine is attached with Annexure -V

**Note:-**

**-Work is to carried be out in 2<sup>nd</sup>/1<sup>st</sup> shift and if required continue in 3<sup>rd</sup> shift and also on Sundays and Holidays if required.**

**-You should have sufficient numbers of the labor at least six nos.to execute the work as Per point no 4.**

**List of Machines**

<b>Sl. No.</b>	<b>Machine Type</b>	<b>Item No.</b>	<b>Bay No.</b>
1.	TMC	19/A/2002	8
2.	Gioria Grinder	19/A/2003	8
3.	Craven Lathe	3/A/36	8
4.	VDF Lathe	3/A/2074	8
5.	Vertical Borer	3/A/4	8
6.	Spanish Lathe	3/A/2072	8
7.	Center Lathe	3/A/2047	8
8.	Safop Lathe	3/A/2085	7
9.	Skoda BH	3/A/2037	7
10.	Homma MPL	3/A/2055	7
11.	Center Lathe	3/A/91	6
12.	Drill	3/A/2078	6
13.	Planner	3/A/21	6
14.	Homma	3/A/2030	6
15.	Vertical Borer	3/A/9	6
16.	Mario	3/A/2088	6
17.	Rafamet	4/A/2041	5

18.	Lathe	4/A/35	2
19.	O & M	4/A/2054	NB
20.	Goratu Lathe	19/A/2005	NB

### **BHEL BHOPAL FEX-EM, BLOCK II (G), MAINTENANCE**

Tender Enquiry no- FEX/EM/104/E: 2019-20/102 date: 25.11.2019

HUMAN RESOURCE MANAGEMENT- CONTRACT LABOUR CELL  
NO.BP/HR/CLC/2012 03.05.2012, CONTRACT LABOUR DEPLOYMENT 2012

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 labourers' 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.

**BHEL BHOPAL FEX-EM, BLOCK II (G), MAINTENANCE**

Tender Enquiry no- FEX/EM/104/E: 2019-20/102 date: 25.11.2019

• **conciliation Clause :**

1. The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract or the Memorandum of Understanding (delete whichever is inapplicable), which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.
2. A) No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.
3. B) Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.
4. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in BHEL Conciliation Scheme 2018.

**BHEL BHOPAL FEX-EM, BLOCK II (G), MAINTENANCE**

Tender Enquiry no- FEX/EM/104/E: 2019-20/102 date: 25.11.2019

**INSTRUCTIONS TO CONTRACTORS (ANNEXURE)**

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.
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.
3. 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.
4. Contractor shall observe Provisions of the 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.
5. Contractor shall obtain Police Verification of all his workers.
6. Contractor shall submit following Certificate for each contract separately.

"It is certified that PF challans of the amount \_\_\_\_\_ (in words \_\_\_\_\_) pertains to my workers whose names are appearing in the wage sheet of the month \_\_\_\_\_ 20\_\_\_\_ and these workers are engaged in \_\_\_\_\_ (type of work) against Work order no \_\_\_\_\_ In \_\_\_\_\_ (name of department).

Signature of Contractor

**PAYMENT OF WAGES**

1. Contractor shall be responsible for making payment of wages through digital mode before expiry of 7 days from the last day of wage period. No other mode of payment shall be acceptable.
2. In case contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the security deposit/ other dues under the contract can be utilized by BHEL to discharge the liability of the contractor.

**SAFETY AND DISCIPLINARY ACTION**

1. Contractor shall ensure that his employee do not indulge in any unsafe or hazardous practices. They use safety equipment such as safety belts, safety shoes, goggles, helmet and masks where use of such equipment is required in day-to-day operations. All such safety gadgets will be provided by the contractor failing which the contract operating division will provide safety equipment to such employee of the contractor at the cost of the contractor to be recovered from his bills. Contractor shall fully indemnify BHEL against any claim for damages for injury to person or property resulting from such accidents.
2. Contractor to ensure that employee deployed in the premises is physically and mentally fit and do not have any criminal record.
3. Contractor will be responsible for good conduct of his employees. In case of misconduct, contractor shall take prompt disciplinary action as per "Model Standing Orders" on the advice of contracting officer.
4. 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
5. Contract awarded is liable for termination for any contravention of statutory provisions or any other reasons without assigning any explanation or notice to the contractor.
6. Contractor shall fully comply provisions of various applicable labour laws

## **RECORDS & INFORMATION TO BE FURNISHED BY CONTRACTOR**

1. Contractor shall maintain neatly, completely and legibly registers, records, reports and returns for inspection by various authorities at short notice.
2. Contractor shall provide information as required in respect of all his employees employed by him to enable the contract operating division to monitor compliance of P.F. /ESI and also to enable him to furnish information to Ministry and Labour dept. as may be required.
3. Contractor shall provide full particulars of each employee employed by him before start of the work and from time to time. He will also endorse a copy of returns furnished by him to the Labour Department under the Contract Labour (Regulation and Abolition) Act 1970.

## **COMPLIANCE OF STATUTORY PROVISIONS**

Contractor shall fully comply provisions of various applicable labour laws provisions of the following enactments and other enactments as applicable for such contracts.

- .. Contract Labour (R&A) Act 1970 and rules 1971.
- .. Payment of Wages Act.
- .. Minimum Wages act 1948, M.P. Rules 1958
- .. Employees State Insurance Act 1948, Rules and regulations 1950
- .. Employees Provident Fund Act 1952 and Pension Scheme 1995
- .. Workmen's Compensation Act 1923
- .. Factory Act 1948
- .. Maternity Benefit Act 1961
- .. Equal Emolument Act 1976
- .. M.P. Shram Kalyan Nidhi Adhiniyam 1982
- .. Payment of Bonus Act 1963
- Shop & establishment Act 1958
- .. Inter State Migrant Act.

## **STATUTORY INSTRUCTIONS TO CONTRACTOR**

### **A) STATUTORY REGISTRATIONS AND CLEARANCES:**

Contractor shall commence the work only after obtaining:

1. Labour Licence
2. Provident fund code no.
3. ESI code no
4. Registration no.
5. Notice of commencement in Form 6-A & Maintain Register of workers In form 13

### **B) CONTRACTOR SHALL ENSURE FOLLOWING WHILE EXECUTING CONTRACT:**

1. Employment card as per rule no 76 of contract labour (Regulation & Abolition) MP rules, 1973
2. Appointment letter to his employees.
3. Annual leave with wages including EL, CL, National Holiday & Festival holiday.
4. Leave record register.
5. Shall engage only adult workers who have attained the age of 18.
6. Work to be done on second/third shift, overtime, Sundays or on other declared holidays with written permission.
7. Obtain insurance cover for his employees/equipment, tools etc. & third party insurance coverage at his own cost.

8. Remit Provident fund contributions in prescribed **3A & 6A** forms
9. ESI contributions in Form 6
10. Submit challans of PF & ESI contributions every month.
11. Provide Personal protective equipment's for his employees
12. Distribute wage slip each month to his employees
13. Ensure payment of Statutory Minimum Wages as well as additional wages recommended by BHEL, in the presence of concerned deptt representative/ through bank account
14. Submit employee and employer contribution as per Shram Kalyan Nidhi Adhiniyam 1982.

**C) PAYMENT OF WAGES ACT:**

1. Those engaging 100 or more workmen should submit or copy of standing orders.
2. Shall comply with the provisions of Factories Act.

**D) ON COMPLETION OF WORK:**

Submit PF & inspection report

**BHEL BHOPAL FEX-EM, BLOCK II (G), MAINTENANCE**  
Tender Enquiry no- FEX/EM/104/E: 2019-20/102 date: 25.11.2019



**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.*

**BHEL BHOPAL FEX-EM, BLOCK II (G), MAINTENANCE**  
Tender Enquiry no- FEX/EM/104/E: 2019-20/102 date: 20.11.2019

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)

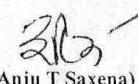
Encl.: As above.

**BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL  
(HUMAN RESOURCE MANAGEMENT)**

\*No. BP/S2P/Pol/065

Date : 13.09.2018

Copy forwarded for information of all concerned.

  
(Anju T Saxena)  
Sr. Manager (HR)

**Distribution :**

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- Intranet