



**BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL**  
WORKS ENGINEERING & CENTRAL SERVICES  
CMX-AC

**OPEN TENDER — TWO PART BID**

**PART - I — TECHNICAL BID**

**PART - II — PRICE BID**

**ENQUIRY No. — CMX/AC/1920/105**

**NAME OF THE WORK**

**MAINTENANCE /BREAKDOWN CONTRACT FOR DESERT  
COOLERS (Approx 650 nos.) ON EXECUTION BASIS FOR A PERIOD  
OF SIX MONTHS**

**LAST DATE FOR SUBMISSION OF — 21/02/2020 up to 11:00 Hrs.**

**TENDER OPENING DATE / TIME — 21/02/2020 at 14:00 Hrs.**

**PERIOD OF CONTRACT — 06 Months**

**CONTACT PERSON(S)**

**Shri P.D.Meena**

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**BHARAT HEAVY ELECTRICALS LIMITED**

PO : PIPLANI (BHEL)

BHOPAL - 462022 (M.P.)



**Scope of Work**

Enquiry No. CMX/AC/1920/105

**Subject :-** Maintenance/Breakdown contract for Desert Coolers (Approx 650 nos.) on execution basis for a period of 06 months.

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**1 Nature of Work :**

**1.1** Maintenance/ Breakdown Contract for Desert Coolers (Approx 650 nos) which are installed at inside the BHEL, Bhopal factory premises, as well as in BHEL township area i.e. Kasturba Hospital, Dispensaries, Guest houses, TA offices and other offices in the BHEL Township, on manpower basis only.

All spares and consumable items will be provided by BHEL, Bhopal on free of cost.

Contract period will be 06(six) months from the date of LOI / WO.

**1.2** This Maintenance Contract will include attending breakdowns. The bidder have to repair/replace all the defective parts i.e. Electrical items, Water pumps, Grass/wooden-wool pads etc. (Except Cooler-Body), for the continuous operation of the Desert/Room Cooler units.

**1.3** Maintenance is to be carried out by the Contractor as per the instruction of In-charge/Engineer (AC).

**2 Attending of Complaints :**

**2.1** On the receipt of requisition for repair work from the user, complaint will be given to the contractor. The bidder's authorized person has to take the complaints on daily basis from engineer of AC section. The work has to be attended on the same day preferably & have to report the status/completion of the complaints to AC section, in the day.

**2.2** Un-completed work has to be taken on the next day on priority basis. All the complaints have to be taken on first come first serve basis, if any urgent complaint, as instructed by the higher officer of the department will be taken up on top priority.

**2.3** The breakdown reports will be received directly from user or AC section staff during general shift (working hours at present from 7.00 AM to 4.00 PM). However, any emergency calls from Hospital / Guest House or any other areas will have to be attended during other than normal working hours and on Holidays. All breakdowns are to be attended promptly and on completion to be signed by user deptt.

**2.4** Any unexpected major breakdown complaint reported during the working hours, i.e. 7.00AM to 4.00 PM has to be attended on priority basis.

**2.5** As far as possible all breakdowns are to be attended and cleared on daily basis. For all minor repairs, the Coolers must be repaired at the site, only.

**2.6** The parts requiring replacement shall be identified and shall be replaced immediately at the site, with intimation to AC section.

**3 Payment Terms :**

**3.1** Payment shall be made on monthly basis as per manpower deployed by contractor during the billing period. Same shall be certified by In-charge/Engineer of AC section in Measurement Book.

**3.2** BHEL, Bhopal will deduct Income-Tax & Security-Deposit as per BHEL terms.

**3.3** Payments, payable to the contractor will have no relation with the payment schedule of contractor's employee.

**3.4** Security deposit will be returned to the Contractor after completion of work with final release of payment.

**3.5** Payment will be made within 45days In case of MSME and in other cases payment will be made within 60days.

**3.6** Price are firm basis & no PVC shall be applicable throughout the contract period.



**Scope of Work**

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**4 Penalty :**

- 4.1** Penalty shall be applicable if attendance is less than 90% of working days (Sunday & Holiday will not be consider as working days) of the individual manpower during the billing period and it will be limited to 10% of contract value.
- 4.2** Payment shall not be made of absentee period.
- 4.3** Penalty will be imposed for the period of non-deployment of manpower which is less than 90% of working days only.
- 4.4** Deduction will be done @ Rs.300/- for skilled worker and Rs.200/- for unskilled worker per day for non-deployment of manpower which is less than 90% of working days only.
- 4.5** GST shall be extra charged on penalty amount.
- 4.6** If any technician disobeyes or disregards the order (verbal/written) given by the in-charge, he can be punished for being deprived of his wage for that day and he will be treated as absent.
- 4.7** Only the decision of the in-charge will be valid for the above statement (clause-4.6) and it will be considered as final decision and no other response from contractor will be accepted on this decision.

**5 Facilities that can be made available by BHEL, Bhopal :**

- 5.1** All consumable items, Water, compressed Air, Electricity, etc. as required for repair of coolers will be supplied free of cost, as available within the factory premises.
- 5.2** Drilling m/c, etc. required for repair of Coolers will be made available to the contractor.

**6 Facilities that shall be provided by contractor for Executing the work :**

- 6.1** Contractor has to provide 2 Skilled worker (ITI with Electrician/Wireman trade or Minimum 3 year experience of Electrical work) and 2 unskilled workers. The contractor will ensure presence of entire staff daily, during the contract period in all working days.
- 6.2** Contractor has to make provision for uniform & should be distinct from BHEL employees. The Uniform should have logo of the contractor's firm/company. The uniform shall be kept in neat, tidy and wearable condition. Also, Photo Identity Card for every staff employed during the contract period must be provided by the Contractor. Moreover, the Contractor have to compulsorily provide Safety Helmet & Safety Shoe to each persons engaged as per this contract which shall be the integral part of the uniform.

**7 Maintenance of Records:**

- 7.1** The Contractor has to maintain register for attendance of his workers & resister for complaints record. Whenever same is demanded to be submitted to AC section.

**8 Period of Contract:**

- 8.1** Period of contract shall be 06 month from the date of issue of the work order.

**9 General Terms & Conditions:**

- 9.1** All bidder have to provide Registration Certificate's Photocopies of **PF, ESI, Service Tax, Labour License** (if applicable). These must be enclosed with 'Technical-cum Commercial Bid'. Also, Photocopies of **PAN Card & latest Income Tax Return** must be enclosed.
- 9.2** All the Materials, Tools and other Equipments brought inside the factory, should be duly certified by CISF, in the delivery challan/declaration slip, at the Material Gate No.-9.



**Scope of Work**

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**Subject :-** Maintenance/Breakdown contract for Desert Coolers (Approx 650 nos.) on execution basis for a period of 06 months.

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- 9.3** BHEL reserves the right to revoke the contract at any time and at any stage of the contract, if BHEL finds that the work is not carried out to its satisfaction or for any other reason(s), which are prejudicial to the interest of BHEL, Bhopal and also forfeit the EMD, SD, etc.
- 9.4** The Contractor shall comply with the provisions of all relevant rules of the Government and any other enactments which may be enforced from time to time by State Government/Central Government.
- 9.5** The statutory obligation of payment of Provident-Fund to the workmen engaged by the contractor is binding of the contractor and there shall be no additional liability to BHEL on this account.
- 9.6** Order will be given on overall L1 basis.
- 9.7** In addition to this scope of work, contractor has to accept all other documents attached with this contract. The special requirements in the above scope of work are intended to amplify the General Conditions of the Contract and shall be read in conjunction with them. In case of any Discrepancy between the general conditions of Contract and the special requirements, the most stringent shall apply.
- 9.8** Contractor has to make provision for uniform & should be distinct from BHEL employees. The Uniform should have logo of the contractor's firm/company. The uniform shall be kept in neat, tidy and wearable condition. Also, Photo Identity Card for every staff employed during the contract period must be provided by the Contractor. Moreover, the Contractor have to compulsorily provide Safety Helmet & Safety Shoe to each persons engaged as per this contract which shall be the integral part of the uniform.

**10 Workmanship:**

- 10.1** The work shall be carried out to the satisfaction of BHEL/AC in-charge. In case of any dispute, decision of HOD of CMX-AC, will be final.

**11 Compensation:**

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

**12 Abandoning the Work:**

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

Date :-

Seal & Signature of Contractor

**SCHEDULE OF RATES**

Enquiry No. CMX/AC/1920/105

**Subject :-** Maintenance/Breakdown contract for Desert Coolers (Approx 650 nos.) on execution basis for a period of 06 months.

**PRICE BID**

S.No.	Type of worker	Location	Qty.	Total Man-Days	Unit rate per man per day	Per day service Charges on column C to be filled by Contractor
			A	B	C	* D
1	Skilled worker	Inside the Plant	1 No.	153	571.01	
2	Un-Skilled		1 No.	153	510.81	
3	Skilled worker	Outside the Plant	1 No.	153	488.54	
4	Un-Skilled		1 No.	153	381.40	

**Amount in words :-**

- **Total rate payable will be the sum of column C & D.**
- Rate mentioned in column C consists of **Basic Pay** Rs.462.94 (Min. wage of M.P. Govt. per day) + BHEL's additional wages + **PF** Rs.60.18 (@ 13%) + **ESI** Rs.15.05 (@ 3.25%) + **Bonus** Rs.32.65 (@ 8.33%) + Contribution to **LWB** (Rs 0.19/Day).

**\* D** Only desired rate of service charges shall be mentioned by the contractor in column D, over & above column C rate.

**Note :-**

- **GST** will be paid Extra on amount of sum of col. C & D
- Order will be given on overall L1 basis
- The minimum wages shall be payable as per HR CLC rates guideline, from time to time.
- Service charges will remain same throughout the contract period.
- **PVC** :- Not applicable for entire period of this works order.
- Bids shall be rejected if bidding price lower than the minimum statutory amount.

**Discrepancy In Words & Figures - Quoted In Price Bid:**

- 1 If in the price structure quoted for the required goods / services / works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser/finance there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly. jurisdiction in all cases shall be at Bhopal.
- 2 If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- 3 If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (I) and (II) above.
- 4 If there is such discrepancy in an offer, the same will be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser/finance, the bid is liable to be ignored
- 5 Bid should be free from correction, overwriting, using corrective fluid, etc. any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection.

Date :-

Signature of Contractor with Seal



**BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL**  
**Pre-Qualifying Criteria Cum Eligibility Conditions**  
Enquiry No. CMX/AC/1920/105

**Annexure-II**

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**Subject :-** Maintenance/Breakdown contract for Desert Coolers (Approx 650 nos.) on execution basis for a period of 06 months on execution basis.

**A Work Experience of Contractor :**

- i) Work experience of repair of Electrical items working on 230V/AC, like Fans, Desert coolers, Room coolers, Home appliances, etc.
  - ii) Average annual financial turnover during the last three years, ending 31st march of the previous year, should be at least Rs.0.95 Lakhs.
  - iii) Experience of having successfully completed similar works during last 7 year ending last day of month, previous to the one in which applications are invited should be either of the following:
    - a - One similar completed works in each of the contract value of Rs.2.52 Lakhs or more. OR
    - b - Two similar completed works in each of the contract value of Rs.1.58 Lakhs or more. OR
    - c - Three similar completed works in each of the contract value of Rs.1.26 Lakhs or more.
- Note :-** Similar work experience of repair of Electrical items working on 230V/AC, like Fans, Desert coolers, Room coolers, Home appliances, etc. during last 5years.
- iv) Copy of Work Order & Satisfactory completion report as mentioned above clauses should be submitted along with the Techno Commercial offer. The complete details of the customer (contact person name, address and contract no.) are also to be submitted. (BHEL reserves the right to verify the submitted details.)
  - v) MSME & Startup vendor are exempted from above mentioned PQR.

**B Work Experience of Contractor & Employees**

- i) Contractor should maintain the following staff for carrying out the maintenance and operations work smoothly. Number of work force required and experience indicated in below table is based on tentative assessment considering the population of desert/room coolers and locations etc. contractor may be required to deploy extra work force to complete the pending maintenance and Breakdowns. We expect contractor to maintain work force not less than as indicated below on any day during the period of contract. The work force deployed by the contractor should preferably possess the qualification as below :- :-

S.No.	Description	Minimum Qualification & Experience
1	Technician - 02 Nos.	ITI in Electrician/Wireman (as appropriate) with Minimum 1 year
2	Helper - 02 Nos. (Un-	Minimum class 5th passed, and should be capable of reading & writing

- ii) Contractor should indicate the work force and their experience which they would be deploying for the proposed work in their Technical-Bid.
- iii) Contractors not submitting the above information are liable to be technically disqualified.
- iv) Contractor shall have P.F. No., E.S.I. No., GST registration No. & Labour licence(if applicable)
- v) Bids shall be rejected if bidding price lower than the minimum statutory amount.

For & on behalf of BHEL, Bhopal

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

**General Terms & Conditions**

Enquiry No. CMX/AC/1920/105

**Subject :-** Maintenance/Breakdown contract for Desert Coolers (Approx 650 nos.) on execution basis for a period of 06 months on execution basis.

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**1 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 / (CMX-AC) Section or any other person authorized by him
- C "The contractor" shall mean the notice inviting the tender and acceptance there of and the formal agreement if any, executed between the Bharat Heavy Electricals Ltd. Bhopal and the contractor together with the documents referred to there in including these conditions, and any Special conditions, specifications, designs, drawings etc. These documents taken shall be deemed to form one contract and shall be complementary to one another.
- D The "Contractor" shall mean the individual or firm or company whether incorporated or not, under taking the work and shall include legal representatives of such individual or persons composing such firm or incorporated company or successors of such person, as the case may be and permitted of such individual or firm or company.
- E The "Contract sum" shall mean the lump sum for which the tender is accepted in the case of lump sum contract and in the case of item rate the total cost of the works arrived after extension of quantities shown in schedule of quantities by the item rates quoted by the tenderer for various item.
- F A "Day shall mean a day of 24 hours from midnight to mid night" Irrespective of the number of hours worked in that day.
- G A week shall mean seven days without regard to the number of hours worked in any day in the week.
- H The "work" shall mean the work to be executed in accordance With the contract or part(s) there of as the case may be and shall include all extra, additional, altered or substituted Work or temporary and urgent work as required for performance of the contract.
- I "Engineer-in-Charge" shall mean the Engineering-officer appointed by the accepting authority, who shall direct, supervise and be in-charge of the work for purpose of this contract.

**Note :-** The quantity of Desert coolers are indicative only & may vary during contract period.

**2 Contract Documents:-**

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

- i) None of document shall be used by the contractor for any Purpose other than that of this contract.
- ii) 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.



**General Terms & Conditions**

Enquiry No. CMX/AC/1920/105

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**3 Work to be carried out:-**

The work to be carried out under the contract shall except as otherwise provided in these conditions, include all Labour

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

**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. These and according to drawings and specification or from any of his obligation under the contract.

**7 Earnest Money :-**

Earnest Money Rs.6309/- to be submitted before tender opening and receipt of the same to be submitted along with the Tech-Bid (Part-I)

**Modes of deposit:-** EMD may be accepted only in the following forms –

- i) Cash deposit as permissible under the extant Income Tax Act (before tender opening)
- ii) Electronic Fund Transfer (EFT) credited in BHEL account (before tender opening)
- iii) Banker's cheque / Pay order / Demand draft, in favour of BHEL (along with offer)
- iv) Fix Deposit Receipt (FDR) issued by scheduled bank / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of Contractor, A/c BHEL)
- v) EMD / SD / Tender Fee also accepted in electronic Mode, which can be deposited on line through following link as mentioned below :

<https://www.bhelbpl.co.in/qcins/iccs.htm>

**8 Security Deposit:-**

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

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

The balance amount to make up the required Security Deposit of 5% of the contract value may be

- i) Electronic Fund Transfer in favour of BHEL
- ii) Bank Guarantee from Scheduled Banks/Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.



**General Terms & Conditions**

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- iii) Fixed Deposit Receipt (FDR) issued by Scheduled Banks/Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
- iv) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)

(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)

**9 Inspection and Approval :-**

- i) 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.
- ii) 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.
- iii) Company officer concerned with the contract, shall have powers at any time to inspect and examine any part of the work and the contractor shall give such facilities as may be required for such inspection and examination.

**10 Penalty for Delay of Work:**

As per clause 4 of Scope of work (Annexure – 1)

**11 Contractor's Labour/Worker while working inside :-**

- i) Contractor shall furnish to the Engineer-in-charge a complete list of the persons engaged on the work with the following details.
  - a) Name
  - b) Age
  - c) TradeChange over subsequently if any shall be furnished by the contractor to the Engineer-in-charge.
- ii) The contractor shall comply with the contractor's obligations & statutory compliances for work contract as per Annexure - IV and it shall be the part of agreement of this contract.

**12 Nuisance :**

The contractor shall not at 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 General Terms :-**

- i) 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.
- ii) The contractor shall maintain regular contact with the designated employee (s) of BHEL and will interact on matters relating to the work awarded under this contract.

**14 Terms of Payment :**

As per clause 3 of Scope of work (Annexure – 1)

**General Terms & Conditions**

Enquiry No. CMX/AC/1920/105

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**15 Defects liability period :**

The contractor shall guarantee the executed work for satisfactory performance during the contract period, after two months of completion of WO, SD will be released.

**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 with in 3 days after a notice in writing is given by Engineer-in-charge failing which BHEL reserves the right to terminate the contract
- c) The cancellation of the contract may be either for whole or part of the contract at BHEL's option. In the event of termination of contract in whole or part BHEL may procure upon such terms and in such manner as deemed appropriate, supplies or services similar to those so terminated and the contractor shall be liable to BHEL for any excess costs for such similar supplies or services provided that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause
- d) The decision of BHEL regarding interpretation of any terms and conditions set forth in the Agreement shall be final and binding on the contractor.
- e) 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.

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 Discrepancy In Words & Figures Quoted In Price Bid :**

- i) If in the price structure quoted for the required goods / services / works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser/finance there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly. jurisdiction in all cases shall be at Bhopal.
- ii) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- iii) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (I) and (II) above.
- iv) If there is such discrepancy in an offer, the same will be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser/finance, the bid is liable to be ignored
- v) Bid should be free from correction, overwriting, using corrective fluid, etc. any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature (s) of person(s) signing the bid else bid shall be liable for rejection.

**General Terms & Conditions**

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**18 Arbitration and Law :**

- i) 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.
- ii) The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, such General manager as aforesaid at the time of such transfer, vacation of office or inability to act, shall appoint another persons to act as arbitrator in accordance with the terms of contract. Such person shall be entitled to proceed with the reference from the stage at which his predecessor left it. It is also a terms of this contract that no person other than a person appointed by such General Manager, as aforesaid should act as arbitrator and if for any reason, that is not possible, the matter is not to be refereed to arbitration at all.
- iii) 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
- iv) 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
- v) The work under the contract shall if reasonably possible continue during the arbitration proceedings and no payment due or payable, to the contractor shall be with held 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

**19 Incone Tax :**

Deduction at source will be as applicable from time to time.

**20 Jurisdiction :**

The jurisdiction in all cases shall be at Bhopal (M.P.)

**NEW CLAUSES - GENERAL TERMS AND CONDITIONS OF WORKS CONTRACT**

Enquiry No. CMX/AC/1920/105

**Subject :-** Maintenance/Breakdown contract for Desert Coolers (Approx 650 nos.) on execution basis for a period of 06 months on execution basis.

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- 21 Wherever estimates of skilled operators are made** - The work order shall state specifically the need for providing ITI qualified labour.

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

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

- 22 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. “
- 23 Wage record of contract workers** - “The contractor should maintain a Wage Register against each work order in respect of the contract labourers deployed by him in that department. Wage Register shall be maintained in the format of Form No. XVII/XVIII as per CL (R&A) Central Rules 1971 and available on CLC web page. The Wage Register shall be based on the Attendance Register as mentioned above. The Contractor shall issue Wage Slip to each contract worker, every month on the last day of the wage month. Wage slip shall be as per the CLC format available at CLC Web page. The Contractor shall pay wages not later than 7th of the succeeding month. The Wage Register shall bear the PF and ESI nos. of the workers.”
- 24 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.”
- 25 ESI card based Labour Entry** –“Only those workers shall be allowed entry into Factory premises who have valid ESI card.”
- 26 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.”
- 27 Supervision of Contractor labour**–“The contractor should provide for at least one identified supervisor per shift. All issues regarding discipline at the works like work allocation, early exit, snacks distribution etc. are to be supervisor’s personal responsibility. “



**NEW CLAUSES - GENERAL TERMS AND CONDITIONS OF WORKS CONTRACT**

Enquiry No. CMX/AC/1920/105

**Subject :-** Maintenance/Breakdown contract for Desert Coolers (Approx 650 nos.) on execution basis for a period of 06 months on execution basis.

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- 28 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.”
- 29 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.”
- 30** 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.
- 31 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). “

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). “

For & on behalf of BHEL, Bhopal

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



**NEW CLAUSES TO BE INSERTED IN NIT**

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

Meeting on the subject was held on 28/05/2014 which was chaired by the Executive Director and attended by

- 1- In the products groups, Works contract will be allowed only in the shop floor related activities, after full utilisation of existing manpower and society labours.
- 2- For all types of works like data-entry, clerical and office work, BLEW will be the sole agency.
- 3- In the absence of a valid work order /LOI, no work shall commence/continue. HR shall not allow permission for gate entry in the absence of a valid work order/LOI.
- 4- Statutory compliances are mandatory, Non compliance if statutory provisions, 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:-

- i) **Wages and wages sheet** – Non receipt of payment from BHEL or any other unsettled issue with BHEL or any other entry shall not be a pre-condition for payment of wages. Complaint of short payment or non-payment of wages shall be viewed seriously and may 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.
- ii) **PF and ESI** – Contractor 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 labour, the contractor should ensure that the labour 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.
- iii) **Accidents** – In case of accidents, the contractor or his supervisor should be present to facilitate completion of formalities. Detailed guidelines for treatment at Kasturba Hospital in case of emergency are hosted at CLC web page.
- iv) **Bonus** – For contracts terminating before 30th NOV., contractor should pay the bonus before the final bill is cleared.
- v) **Leave** – In case of workers who worked for 240 or more days in the preceding year, annual leave with wages @ one day for every 20 days worked and 07 days Casual leave is to be provided. For all works contract labour 08 days paid holidays are to be provided in a year.
- vi) **Overtime** – Maximum overtime permissible is 05 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. For contracts terminating before 30th NOV., contractor should pay the bonus before the final bill is cleared.
- vii) **Contribution to the welfare fund** – Contractor should ensure half yearly contribution to M.P. labour welfare fund is deposited [ @Rs.30/- (by contractor) per person and @Rs.10/- (by worker) per person]. Many welfare facilities like student scholarship, distribution of notebooks at subsidised rates, monetary help for daughter's marriage, widow pension, vocational training etc. flow from this fund.





**NEW CLAUSES TO BE INSERTED IN NIT**

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

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- 5- **Inspections** – During inspection (by PF/ESI or labour authorities), contractor should make themselves available for inspection of their records and cooperate with authorities and BHEL. Contractors should provide correct and complete information of their workers to all the authorities. They should keep all the registers and forms updated.
- 6- **Uniform and shoes** – are to be provided necessary to the contract labourer's and this has to be ensured by the contractor. In case if non-compliance, bills will not be cleared/contractor shall be issued notice to termination of contract. Contractor should also ensure that their workers wear helmets and use necessary PPEs while at work.
- 7- **Supervision** – Contractor is required to supervise the work of his workers at work place. If he is unable to do so, then he may deploy sufficient no. of supervisors who can supervise on his behalf. Contractor should provide at least one identified supervisor per shift for supervision of contract labours work in the shop. All issues regarding discipline at the works like work allocation, early exit, snacks distribution etc. are responsibility of contractor's supervisor.
- 8- Contractor should get the police verification done in respect of his labourers. The contractor should provide C & A (character and antecedents) certificate from the Thana or else receipt of list filed with Thana for verification of C & A. This shall be required before the first bill is cleared.
- 9- **Smart cards and E-tokens** – Smart cards have been issued to the contractors for bringing workers inside the factory. Contractor has to ensure that the cards are misused. Impersonation or holding back the cards and not returning the same to CLC, in case of expiry of the validity or discontinuation of the service of the worker is totally unwarranted. Smart card is issued to a worker for a particular work order only. Worker should not be deployed for any work other than the one for which he has been issued the smart card. E-token has been created as a stop gap arrangement to ensure that the worker can enter the factory till he gets a smart card. Tendency to repeatedly renew the E-tokens and not get the smart card should be prevented. Contractor has to issue the e-tokens to workers before the start of the shift and collect it back at the end of the shift. Only required quantity of smart cards and e-tokens should be requested. Hoarding of cards creates scarcity and incurs unnecessary cost. Departments should ensure that their contractors get smartcards within 15days beyond which e-token shall not be issued.
- 10- Only I.T.I. qualified workers will be allowed to be deployed in work orders requiring skilled worker in manufacturing activities. This condition shall be inserted in NITs for works contract. of 06months or more duration
- 11- Wages shall be paid through bank account for all contracts of 06months or more duration. This condition shall be inserted in NITs for works contract.
- 12- Contractor shall neither try to influence, chase or interfere in to the working of BHEL officials nor engage BHEL employee or any other third person for the same. In case such incident does occur, it may lead to disqualification/debarring from the contract. Any contractor shall be debarred from consideration if any of his relations is working in the products/functional group in which the contract is being issued. Before issuing tender form to any contractor for limited tender enquiry a confirmation has to be obtained that, none of his relations are working in products/functional group. In case of Open tender, a clause shall be inserted in the tender condition, which disqualifies a tenderer from participating in any tender where his relatives are working.
- 13- Contract workers up to the age of 65years would only be permitted inside the factory area. Contractors above 65years of the age will not be given vehicle permission.





**NEW CLAUSES TO BE INSERTED IN NIT**

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

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

(K.K.Nair)

**To,**

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

**Copy to :**

SA to ED – For kind information to ED

For & on behalf of BHEL, Bhopal

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



**Contractual Obligations & Statutory Compliances**

**Subject :-** Maintenance/Breakdown contract for Desert Coolers (Approx 650 nos.) on execution basis for a period of 06 months on execution basis.

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**1 CONTRACTUAL:-**

- a) Contractor shall decide the number of employees to be deployed for execution of the work awarded to him and he or his authorized representative will be solely entitled to dictate such workers about the manner of carrying out the work as per the prescribed specifications and quality plan.
- b) Contractor shall supervise the work allotted to him and to be carried out by his employees.
- c) Contractor to ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc.
- d) Contractor to maintain appropriate records of his employees deployed to carry out the job(s).
- e) Contractor should issue appropriate appointment letters to his employees.
- f) Contractor to provide employment card/ identity card with photograph duly verified and attested by the Contractor to his employees. Contractor to indicate the name of the proprietary/ partnership Firm/ Company, place of work, contract number and duration of validity of card.
- g) Contractor will be responsible for the good conduct of his employees. In case of any misconduct/ misbehavior by any employee, the contractor will replace such employee(s) immediately.
- h) Contractor will ensure that the job is executed through his employees on his rolls and under no circumstances the contractor will deploy any casual employee to carry out the job nor shall sub-contract the job without prior written permission.
- i) Contractor will keep watch on his employees and he will be liable for any pilferage / loss to BHEL due to acts of omission and commission by his employees. Similarly, liability for any compensation to outsiders on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with him.
- j) Contractor to provide safety appliances and safety shoes to his employees. The contractor shall be responsible for enforcing all safety regulations as applicable.
- k) The contractor has to provide a distinct uniform different from BHEL employees. The Uniform should have logo of the Contractors firm/ company. The Uniform shall be kept in neat, tidy and wearable condition. Wherever necessary, the Cap shall be integral part of the Uniform.
- l) Contractor to ensure that all precautions are taken for safety of his employees and equipments.
- m) In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees from the establishment of BHEL. In case contractor decides to terminate services of his employees, he should settle all terminal dues including retrenchment compensation.
- n) Contractor shall provide to his employees all tools, tackles, and equipments and maintain the same to carry out the job under the contract at his cost and if necessary contractor may take insurance policy of his men, material, equipments, tools and tackles.
- o) Contractor shall provide safety appliances and maintain the same at his own cost, which may be required under the statute of otherwise.
- p) p) Contractor shall provide material at his cost as mentioned in the contract to his employees for carrying out the job.



**Contractual Obligations & Statutory Compliances**

**Subject :-** Maintenance/Breakdown contract for Desert Coolers (Approx 650 nos.) on execution basis for a period of 06 months on execution basis.

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**2 Instruction to Contractor :-**

- 1 Contractor should engage only those workers who are qualified/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 & Mouse 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 or Chapples.
- 7 Contractor should inform in writing concerned BHEL Supervisor/ Engineer and BHEL Fire Officer before commencement of any type of Welding work at a height or at Hazardous area where danger of catching Fire exists.
- 8 Contractor himself or any of his worker should in no case operate BHEL's EOT/ Mobile Cranes, Jumbo / Fork Lift Trucks/ Tractors and any of the Machine Tools & Equipment which are not concern to scope of work.
- 9 In case of any Accident causing injury of casualty to any of Contractor's worker or Contractor himself while carrying out the work, the complete responsibility lies with the Contractor. Contractor should ensure to provide immediate Medical help to his injured worker/workers and should provide Compensation as per M. P. Govt. Workmen's Compensation Act' 1923, in case of injury or casualty causing out of accident while on work to his workers.

**3 Towards Statutory Liability:-**

- a) All statutory requirements under Minimum Wages Act, 1948, Payment of Wages of Act, 1936, Workmen Compensation Act 1923, E P F & M P Act 1952. Payment of Gratuity Act 1972, E S I Act 1948, The Contract Labour (R&A) Act 1970, Payment of Bonus Act, 1965, Income Tax Act, Service Tax and all other applicable Acts shall be complied with by the contractor.
- b) Contractor shall comply with all statutory requirements, rules, regulations and notifications in relation to employment of his employees issued from time to time by the concerned authorities.



**Contractual Obligations & Statutory Compliances**

**Subject :-** Maintenance/Breakdown contract for Desert Coolers (Approx 650 nos.) on execution basis for a period of 06 months on execution basis.

- c) Contractor shall ensure payment of statutory prescribed minimum wages as applicable from time to time in the presence of authorized representative of BHEL and maintain proper records of their timely disbursement. These records need to be preserved for a period of at least 3 years and should be made available even after the contract is over for any verification by the statutory authorities/ BHEL authorities.
- d) Contractor to provide PF pass book to his employees and ensure payment of PF, EDLI, Pension dues under the EPF & M.P. Act, 1952 to the RPFC.
- e) Contractor shall ensure payment of ESI contribution under ESI Act, 1948 and provide ESI membership No. / Card of each employee.
- f) Contractor shall produce proof of deductions as well as remittance of PF, EDLI, Pension ESI contribution, Administrative Charges etc. wherever applicable and shall maintain proper records. Contractor to issue wage slips to his employees one day before the last day of the month
- g) Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.
- h) Contractor shall be solely responsible for non-payment/ delayed payment of Wages / DA, contributions under EPF & M.P. Act, ESI Act etc.
- i) i) In case the contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the security deposit/ other dues/ running bills under the contract can be utilized by BHEL to discharge the liability of the contractor.
- j) Contractor shall indemnify BHEL against all claims and losses under various Labor Laws, statutes or any civil or criminal law in connection with employees deployed by him.
- k) The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
- l) Contractor to obtain insurance cover for his employees/ equipment/ tools and tackles etc. and take third party risk insurance coverage at his own cost. BHEL shall not be responsible for any loss, damage, and pilferage of his property and/ or his employees.
- m) Contractor should have independent code numbers/ exemptions under EPF & M.P. Act, 1952 and ESI Act, 1948 and shall cover his employees under the said codes.
- n) Payment of Bonus under the Payment of Bonus Act, Payment of Gratuity Act and retrenchment compensation under Act will be the sole responsibility of the contractor.
- o) Over and above the daily wage rate, payment shall be made for leave with wages.
- p) Contractor shall observe Provisions of Factories Act in respect of working hours, holidays, rest intervals, leave and overtime to his employee. No work shall be done on second/ third shift, overtime, Sundays or on other declared holidays without written permission.
- q) In case of the contractor employs Women as employee he will discharge his obligation under law in respect of such women workers such prohibition of engaging them during night – hours, prohibition of employing them for more than 9 hours per day, provision of crèche facility, grant of maternity leave as per rules etc.
- r) Contractor shall be responsible for making payment of wages before expiry of 7 days from the last day of wage period and to ensure disbursement of wages in the presence of the authorities representative of contract operating division who shall record under his signature at the end of entries in the Register of wages.
- s) Contractor to obtain license under CL (R&A) Act, 1970.



**Contractual Obligations & Statutory Compliances**

**Subject :-** Maintenance/Breakdown contract for Desert Coolers (Approx 650 nos.) on execution basis for a

**STATUTORY COMPLIANCES TO BE ENSURED BY WORK ORDER ISSUING**

- 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.
- 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.
- 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.
- 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.
- Contractor shall obtain Police Verification of all his workers.

Contractor shall submit following Certificate for each contract separately.

"It is certified that PF/ESI challans of the amount Rs.\_\_\_\_\_ (in words Rs. \_\_\_\_\_) 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).

**PAYMENT OF WAGES**

- Contractor shall be responsible for making payment of wages through Bank/Cheque before expiry of 7 days from the last day of wage period. No other mode of payment shall be acceptable.
- 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**

- 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.
- Contractor to ensure that employee deployed in the premises is physically and mentally fit and do not have any criminal record.
- 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 advise of Contracting officer.



**Contractual Obligations & Statutory Compliances**

**Subject :-** Maintenance/Breakdown contract for Desert Coolers (Approx 650 nos.) on execution basis for a period of 06 months on execution basis.

- 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
- 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.
- Contractor shall fully comply provisions of various applicable labour laws

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

- Contractor shall maintain neatly, completely and legibly registers, records, reports and returns for inspection by various authorities.
- 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 PF/ESI and also to enable him to furnish information to Ministry and Labour deptt. as may be required.
- 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**

**(To be ensured by contracting deptt.)**

**STATUTORY REGISTRATIONS AND CLEARANCES**

Contractor shall commence the work only after obtaining :

- Labour Licence
- Provident fund code no.
- ESI code no
- Registration no.
- Notice of commencement in Form 6-A & Maintain Register of workers in form 13



**Contractual Obligations & Statutory Compliances**

**Subject :-** Maintenance/Breakdown contract for Desert Coolers (Approx 650 nos.) on execution basis for a period of 06 months on execution basis.

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**CONTRACTOR SHALL ENSURE FOLLOWING WHILE EXECUTING CONTRACT**

- Employment card as per rule no 76 of Contract Labour (Regulation & Abolition) MP rules,1973
- Appointment letter to his employees.
- Annual leave with wages including EL, CL, National Holiday & Festival holiday.
- Leave record register.
- Shall engage only adult workers who have attained the age of 18.
- Work to be done on second/third shift, overtime, Sundays or on other declared holidays with written permission.
- Obtain insurance cover for his employees/equipment, tools etc & third party insurance coverage at his own cost.
- Remit Provident fund contributions in prescribed 3A & 6A forms
- ESI contributions in Form 6
- Submit challans of PF & ESI contributions every month.
- Provide Personal protective equipment for his employees
- Distribute wage slip each month to his employees
- Ensure payment of Statutory Minimum Wages as well as additional wages recommended by BHEL through bank account only.
- Submit employee and employer contribution as per Shram Kalyan Nidhi Adhiniyam 1982.

**PAYMENT OF WAGES ACT**

- Those engaging 100 or more workman, should submit or copy of standing orders.
- Shall comply with the provisions of Factories Act.

**ON COMPLETION OF WORK**

- Submit PF & inspection report

**SETTLEMENT OF CLAIMS FOR COMPENSATION**

(AS PER CORPORATE HR CIRCULAR NO. 016 /WLX/2018)

BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life

- 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 (I) of the Employee's Compensation Act, 1923.





**BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL**

**WE&CS / CMX-AC**

Enquiry No. CMX/AC/1920/105

**Annexure-IV**

(Page 07 of 07)

**Contractual Obligations & Statutory Compliances**

**Subject :-** Maintenance/Breakdown contract for Desert Coolers (Approx 650 nos.) on execution basis for a period of 06 months on execution basis.

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**MODEL CONCILIATION CLAUSE FOR CONDUCTING CONCILIATION PROCEEDINGS**

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

- 1 No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.
- 2 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.

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 Annexure----- to this GCC.

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

For & on behalf of BHEL, Bhopal

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



Enquiry No. CMX/AC/1920/105

**Subject :-** Maintenance/Breakdown contract for Desert Coolers (Approx 650 nos.) on execution basis for a period of 06 months on execution basis.

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**1 RULES TO BE OBSERVED: (while inside BHEL premises) :**

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

**2 SAFETY :**

- i) No workman shall be below the age of 18 years on the date of starting work in BHEL. Neither shall any contract worker be above 60 years of age during the entire period of contract.
- ii) For any skilled / semi-skilled work, notarized copies of trade certificate such as ITI pass, Diploma, or degree shall be furnished.
- iii) Electricians shall furnish their valid license from Chief Electrical Inspector, Govt of MP. Or Equivalent Certificate of experience as per IEE Rules.
- iv) For Crane operators, a minimum skill certificate of ITI pass shall be required. Experience certificate stating specific skill in crane operation such as EOT crane, mobile crane etc as may be relevant, names of enterprises where cranes have been operated in the past , period (from and to date) shall be furnished at the time of quoting for the tender.
- v) Contractor shall submit proof of crane operator having undergone training for operating the crane. Or that he is sufficiently/adequately skilled and/or experienced in operation of the said crane. This has to be in accordance of Factories Act Rule 62(3) which states “No person under 18 years of age and no person who is not sufficiently competent AND reliable shall be employed as driver (meaning : operator) of a lifting machine (meaning : crane) whether driven by mechanical power (meaning Fork lift truck, mobile crane) or otherwise (meaning : JIB crane, Mono-rail/Goliath/semi-goliath crane, EOT Crane, Hoist, Lift ) , or to give signals to driver ( meaning : slinger)
- vi) For slingers employed by contractor, the minimum educational qualification shall be 10th pass.
- vii) List of all Personal Protective Equipment which shall be provided by Contractor must be furnished at the time of quoting for tender. In the event where, after award of work order, it is found that Contractor’s workmen are working without the required PPEs, BHEL reserves the right to terminate the contract OR to provide the PPEs at the cost of Contractor. The expenses so incurred shall be deducted from the running/final bills of the contractor.
- viii) At the time of starting work, the contractor shall submit all PPEs through entries in BHEL Material Gate No-9 for such items as Face Shield, Respirators, Safety Belts, Dungarees, Welding shields etc as relevant and mandatory for adequate safety of personnel. For other consumable nature of PPEs also, such as masks, ear-buds, muffs gloves, inspection at workplace by BHEL personnel shall confirm whether workmen are provided the PPEs and are using the same.
- ix) For items which are relevant with safe performance of work at workplace, on first day of commencement of work, the contractor shall get the signed endorsement from AGM concerned of the department where work is to be started, that workmen have been issued the relevant PPEs by contractor and that the same are being used.



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- x) The Signed endorsement of this sheet shall be sent to CLC division at the time of commencement of work
- xi) Failing to furnish this endorsed copy will result in objection for processing the running / final bill, whichever is put up first, for clearing

**3 ENVIRONMENT :**

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

**4 HEALTH :**

- i) Medical certificate of current date, from local Registered doctor (MBBS) in respect of all workers shall be furnished by contractor before starting work in BHEL
- ii) For crane operators Medical certificate with special fitness of eye-sight & color-vision from Registered doctor (ophthalmology MBBS) shall be furnished before start of work; and fresh medical certificate shall be thereafter produced every 12 months. For an operator of 45 years and above, the same shall be furnished every 6 months of his working inside BHEL from Registered doctor(MBBS Ophthalmology ).
- iii) All hired/on-contract crane operators shall be got verified by the contractor from Safety Department before deployment at any shop floor, and from time to time as required in accordance with directive of BHEL.
- iv) For such workmen as will be employed in Canteens, the contractor shall furnish Medical Certificate of fitness from Registered doctor (MBBS) stating fitness in addition to general aspects, free from any skin diseases, infectious diseases or diseases like TB, Asthma, Leprosy etc
- v) As a general rule, no person above age 60 years shall be employed for contract work. However, if a specific skill set necessitates employing of a person above 60 years of age, the contractor shall specify this condition at the time of quoting for a tender. And BHEL reserves the right to allow / permit such a person to work inside BHEL. The necessary condition for this shall be that the contractor shall furnish a certificate (of current date) of Physical Fitness from a registered Medical doctor mentioning the age of the person to be employed. However, this may be allowed only as an exception due to skill-requirement, and not as a general practice. The permission for such exception may be granted after due consideration by an official not lower than AGM(HOD).
- vi) For all such work requiring working at heights such as chimneys, rooftops, columns of blocks etc, special medical certificate of fitness from MBBS doctor shall be furnished showing the person is free from such medical conditions as vertigo, epilepsy etc. Specific written permit shall be taken from the In-charge/HOD of that department not less than AGM, for such work.
- v) The contractor shall follow the Permit system for all dangerous operations as governed under Factories act and State Rules.

**5 ROAD SAFETY :**

- i) All vehicles brought inside the factory by contractor, shall have valid registration. The drivers or operators as the case may be, shall have valid licenses. The vehicles shall be Road-worthy and Load-worthy as applicable.



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- ii) Operation of Battery operated trucks (BOT) and Fork-lift trucks inside factory shall be done only by workmen who hold valid licenses for light commercial vehicles.
- iii) Maintaining road safety rules inside factory at all times is the prime responsibility of contractor's workmen. Any violation of the same shall be deemed a punishable offence in accordance with road safety rules. Any damage to the property of BHEL by any act of carelessness on road/mishap shall be recoverable from the contractor.

**6 GENERAL SAFETY ASPECTS :**

All Contractor's workers shall abide by the rules & regulations of BHEL with respect to Safety, Health

- i) BHEL's HSE policy shall be honored at all times.
- ii) PPEs shall be used as required at the work-place
- iii) No unsafe act shall be indulged-in, by the workmen.
- iv) Special written permission for working at heights shall be obtained by contractor.
- v) While working at any machine tool area/dangerous operation, BOTs, Cranes etc
- vi) No loose clothing like shawls, mufflers, dupatta etc. should be worn near machine tools. Clothes shall be reasonably tight fitting and preclude any mishap occurrence.
- vii) Smoking & consumption of intoxicating substances is prohibited at all times inside factory
- viii) No make-shift arrangements shall be made for any engineering shop-floor work.
- ix) Compressed air shall not be used for area or personal cleaning/de-dusting.
- x) All stipulations of the Factories Act shall be honored and observed by contractor's workmen

**7 GENERAL SAFETY ASPECTS :**

These are specific to the Skills, Trades and Situations as per Factories Act 1948. These have to be *(All Factories Act & MP Rules to be fulfilled by contractor for Age, Skill, Training and Instruction for*

- i) Revolving Machinery
- ii) Pressure Vessels
- iii) Lifting Devices
- iv) Power Presses
- v) Work at heights
- vi) Any confined space
- vii) Electrical Equipment
- viii) In the vicinity of other hazardous process/machinery

For & on behalf of BHEL, Bhopal

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



**Goods and Service Tax**

Enquiry No. CMX/AC/1920/105

**Subject :-** Maintenance/Breakdown contract for Desert Coolers (Approx 650 nos.) on execution basis for a period of 06 months on execution basis.

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

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

This may be due to -

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

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

A self-certified detailed declaration on anti-profiteering shall be submitted by bidder, along with invoice in the prescribed format.
- 6 Penalty/ LD shall be charged as per the NIT condition. GST applicable on the same shall be charged extra.

For & on behalf of BHEL, Bhopal

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