

## BHEL JHANSI : TERMS & CONDITIONS

### HEALTH, SAFETY & ENVIRONMENT

#### ANNEXURE – A

HSE/16-17/01 Dt. 10.02.2016

#### Contract Workers Management :

The following points are proposed for incorporation into BHEL Terms and Conditions” in Work Orders to be issued to Outside Agencies for carrying out work in BHEL Jhansi, including Township Area :

1. There should be a chapter entitled “Safety and Environment Obligations”, to be included in every set of Tender documents issued to outside agencies. The same should included in Work Order Award documents.
2. 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.
3. 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, State Government. 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 10<sup>th</sup> 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 for such items as Helmets, Safety Shoes, 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 at workplace, on first day of commencement of work, the contractor shall get the signed endorsement from HOD concerned of the department where work is to be started, that workmen have been issued the relevant PPEs by contractor and that the same are being used.
- x) The Signed endorsement of this sheet shall be kept in record at the 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.

#### **4. 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 material gate under intimation to HOD concerned of the department where work is carried out. OR will be deposited at Scrap Management through concerned department, against credit note.
- ii) No oil, effluent or chemical etc shall be drained in the drains or water pools inside factory.

#### **HEALTH**

- iii) Medical certificate of fitness, of current date, from local Registered doctor (MBBS) in respect of all workmen shall be furnished by contractor before starting work in BHEL .
- iv) For crane operators Medical certificate of fitness 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 ).

- v) If and when directed by BHEL, 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.
- vi) 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.
- vii) 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).
- viii) For all such work requiring working at heights (more than 2 meters) such as chimneys, rooftops, columns of blocks, pallets 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.
- ix) The contractor shall follow the Permit system for all dangerous operations as governed under Factories act and State Rules

**5. ROAD SAFETY :**

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

7. **GENERAL SAFETY ASPECTS** : All Contractor's workmen shall abide by the rules & regulations of BHEL with respect to Safety, Health and Environment while inside BHEL Bhopal factory:

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

8. The following requirements are specific to the Skills, Trades and Situations as per Factories Act 1948. These have to be fulfilled by the contractor for allocating his worker(s) inside BHEL for any work awarded to him, for workers working at/on :

*(All Factories Act & UP Rules to be fulfilled by contractor for Age, Skill, Training and Instruction for any of the below mentioned equipment, Machinery ,Process)*

- 8.1 Revolving Machinery
- 8.2 Pressure Vessels
- 8.3 Lifting Devices
- 8.4 Power Presses
- 8.5 Work at heights
- 8.6 Any confined space
- 8.7 Electrical Equipment
- 8.8 In the vicinity of other hazardous process/machinery

I/We agree with the above

Signature of Contractor with Seal

Manager (HSE)

**GENERAL TERMS & CONDITIONS FOR CONTRACTORS FOR DEPLOYMENT OF CONTRACT LABOURS UNDER SERVICE / WORKS CONTRACT. For**

**Conduction Of Third Party Safety Survey, Evaluation And Audit in BHEL Jhansi.**

**1 LABOUR LICENCE AND OTHER REQUIREMENTS:-**

- 1.0 The contractor shall deploy such number of workers in the premises of BHEL, Jhansi, as required for completion of the contract. The workers such deployed shall be his own workers.
- 1.1 In case the number of labour deployed by the contractor in premises of BHEL Jhansi exceeds the number of labour allowed in the licence then the contractor shall immediately inform the HR and concerned department. The contractor shall also apply to the licensing officer in the region for amendment in the licence within 7 days of exceeding the number of labours mentioned in the licence.
- 1.2 Labour licence and other requirement in case of contractors NOT working in BHEL, Jhansi or has less than 20 workers on his rolls.
- 1.3. The contractor should possess valid labour licence issued by any licensing authority if he has deployed 20 or more workers in any organization.
- 1.4 The contractor shall also have to submit copy of PAN card and latest IT return.
- 1.5 The contractor must possess Service Tax Registration number under relevant code head.
- 1.6 The contractor should possess VAT/TIN Number if material is supplied/consumed. The contractor should not be disqualified from bidding in case the contractor does not have TIN No. However, he shall have to produce TIN No. before opening of Price bid.
- 1.7 Stamp Duty: Contractor should deposit stamp duty, before start of the contract, on security deposit as per Stamp Duty Act

**2.0 APPOINTMENT AND ENTRY IN FACTORY PREMISES :**

- 2.1 The contractor shall submit the following to HR, contracting department and CISF.
  - (a) The details of the worker proposed to be deployed.
  - (b) Copy of employment card issued by contractor to his own worker.

**2.2** After submission of documents as in para 2.1 & 2.2, the contractor shall issue photo identity card to his persons and submit to HR department. This identity card shall be forwarded by HR department to CISF, which shall then authorize the persons to enter the factory premises initially for a period of one month.

**3.0** **Discipline**

**3.1** The Contractor shall be responsible for the discipline of his own persons deployed under the contract. In case of any loss to the BHEL Jhansi on account of indiscipline of their persons then such loss shall be assessed and recovered from the running bills of the contractor or from the security deposit.

**3.2** The contractor shall not employ any person who has not completed his 18 years of age and person who has attained 60 years of age.

**3.3** The contractor, on advice of authorized BHEL official, shall immediately remove any person employed by him, who may in the opinion of such authorized BHEL official is involved in misconduct. Such person shall not be re-employed by the contractor without prior permission.

**4.0** **OTHER GENERAL TERMS AND CONDITIONS :-**

**4.1** **Legal compliance**

The contractor will comply with all the provisions regarding licensing, welfare and health, procedures, maintenance of various records and registers etc., as provided under the rules amendments, orders, notifications issued by the Appropriate Government from time to time. For non-compliance of any provisions, statutory compliance under law, the contractor shall be responsible for penalties levied by the appropriate authority under the Act. The contractor shall also be liable to comply with all Industrial Laws and such other acts and Statutes (including Factories Act, Payment of Bonus Act, etc.). Depositing of ESI, PF contribution as may be applicable is the responsibility of the contractor. For any default in compliance, the contractor shall be held responsible. Revision in minimum wages during the period of contract has to be borne by the contractor.

**4.2** The work shall be supervised by the contractor or through the authorized representatives on day to day basis.

**4.3** The Contractor shall compensate BHEL for any loss or damage to the plant / property, material of BHEL due to his workmen/representatives' negligence or otherwise during execution of work.

**4.4** In the event of contractor abandoning the work or BHEL revoking the contract BHEL shall have a right to get incomplete work completed at contractor's risk and cost. BHEL shall have a right to terminate the contract at any time without assigning any reason thereof.

4.5 **Security deposit will be released on submission of following certificates from departments mentioned as under:-**

- a. Completion of work and certification of by competent authority of BHEL Jhansi.
- b. No dues certificate from contractor regarding Service Tax payment & any other dues liable to remitted by contractor under Financial Laws to Finance department.
- c. In case of non satisfactory performance of the contract, BHEL shall have a right of forfeiting the security deposit. In case of any dispute decision of concerned Head of the Department will be final

5.0 **SETTLEMENT OF DISPUTE/JURISDICTION/ARBITRATION ETC. :-**

**BHEL Reserve the following rights:-**

To evaluate the bid as per BHEL policy and Govt. guidelines including CVC / Vigilance guidelines by the tender committee duly constituted by BHEL Management. The decision of BHEL, Jhansi Management or Tender committee duly approved by competent authority shall be final and binding to bidder to Accept / Reject any or all tender fully or partly without valid reasons.

6.0 **CONFIDENTIALITY**

The parties agree & acknowledge that in the course of their discussions and interaction, BHEL may disclose information of confidential proprietary nature relating to its business, products, know-how, technology, customers, employees and financial to the contractor. Such information shall be considered as confidential. The contract agrees to keep it confidential & secret at all times and not directly or indirectly disclose to any party other than its employees and authorised personnel, strictly on a need to know basis, without the prior written permission of BHEL.

6.2 **TERMINATION**

BHEL reserves the right to Terminate contract awarded for any contravention of statutory provision or any other reasons without assigning any explanation or notice to the contractor.

6.3 **SUSPENSION**

BHEL reserves the right to suspend performance of any or all of its obligations under the contract. Such notice shall specify the obligation of which performance is to be suspended, the effective date of the suspension and the reasons therefore. The Contractor shall thereupon suspend performance of such obligations until ordered in writing to resume such performance by the same authority that ordered for suspension.

6.4 **JURISDICTION**

Any matter of dispute arising out of or in connection with this contract shall be under jurisdiction of Jhansi Court only.

**6.5 ARBITRATION :-**

All disputes arising in connection with the contract shall be settled by mutual consultation. If no agreement is reached the dispute shall be settled in accordance with Arbitration and conciliation Act, 1996 and the rules made there under. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of the unit.

The award of the arbitrator shall be final and binding on both the parties. The venue of the Arbitration shall be at Jhansi 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 of Jhansi court.

I/We agree with the above

Signature of Contractor with Seal

Manager (HSE)

**CONTRACTOR'S OBLIGATIONS**

**A) CONTRACTUAL**

**Towards selection, control and supervision of employees**

- 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 instruct such workers about the manner of carrying out the work as per the prescribed specifications.
- 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, and submit to BHEL proof of the same before start of work.
- d) Contractor to maintain appropriate records of his employees deployed to carry out the job(s). Contractor shall maintain neatly written, complete and legible registers, records, reports and returns for inspection by various authorities at short notice.
- e) Contractor shall ensure Personal Accident Insurance (24x7) policy of Contract Workers if deployed from (Govt. under taking company). The coverage shall be of Rs. 5 lakhs per individual. The coverage shall be of 24 Hrs. (Accidental Death cover). The sum assured (Rs. 5 lakhs) shall become payable to the nominee in the event of death of insured person. In the event of death of any contract worker deployed by the contractor without proper insurance cover, the contractor shall be liable to pay Rs. 5 lakhs to the nominee/ legal heir of such deceased contract worker. In case of extension of contract premium of accidental insurance will be on actual subject to maximum of Rs. 300/- per individual per quarter. Gate pass of the contract labour shall be issued only after taking the Insurance Cover.
- f) 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.
- g) 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.

- h) Contractor to ensure that all precautions are taken for safety of his employees and equipments.
- i) 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 required.

**B) Towards supply of tools, tackles and materials**

- a) **Contractor shall provide to *his employees all tools, tackles, material, equipments as specified in contract* and maintain the same to carry out the job under the contract at his cost and if necessary may take insurance policy of his worker, material, equipments & tools & tackles.**
- b) **Contractor shall provide shoe, helmet, personal protective equipment & maintain the same at his own cost which may be required.**

**C) Towards statutory liability**

- a) As mentioned in the terms and conditions enclosed as Annexure 'B' of this contract.
- b) Contractor shall indemnify BHEL against all claims by statutory authorities and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.

**D) Towards Finance**

***Contractor to arrange his own finance for carrying out the job including supply of tools, tackles and equipments, if required, to his employees, materials, payment of wages to his employees etc. Rates to be as per price bid***

I/We agree with the above

Signature of Contractor with Seal

Manager (HSE)

**Ref: Your Enquiry No. HSE/16-17/01**

**DATE: 10.02.2016**

**PROFORMA FOR SUBMITTING TECHNICAL BID FOR %Conduction Of Third Party  
Safety Survey, Evaluation And Audit in BHEL Jhansi.**

1. Name of the firm : \_\_\_\_\_  
Name of the Proprietor : \_\_\_\_\_
  2. Address and Contact Numbers : \_\_\_\_\_
  3. Registration Number : \_\_\_\_\_  
Copy of the Certificate : Enclosed / Not Enclosed
  4. PF Code Number : \_\_\_\_\_  
Copy of the Certificate : Enclosed / Not Enclosed
  5. ESI Code Number : \_\_\_\_\_  
Copy of the Certificate : Enclosed / Not Enclosed
  6. (1) PAN/TAN Number : \_\_\_\_\_ (Essential)  
(2) Income Tax return last 3 yrs. Enclosed / Not Enclosed (Essential)
  7. Service Tax Number(PAN Based) : \_\_\_\_\_
  8. VAT/TIN Number : Enclosed / Not Enclosed  
  
(To be submitted only in case where material transaction is involved)
  9. Experience Certificate : Enclosed / Not Enclosed (Essential)
  10. No.of Workers including Supervisors : \_\_\_\_\_(Essential)  
on the rolls of the firm
- \* Any other document as is specified in Technical Specification Sheets.

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11. Earnest Money Deposit : **Rs. 20,000-00** (Essential)  
a) D.D. Number & Date : -----Date-----  
b) Drawn on (Bank) : -----
12. Any other relevant information :-----
13. Tender Cost : **Rs 458/-** (Including Vat)  
D.D.No. : -----
14. Validity of offer : 90 days from the date of  
tender Opening.
15. Blank Price bid format : Enclosed/Not Enclosed (Essential)

**We will fulfill all the obligations of the contractor and abide by the Terms & Conditions mentioned in the enquiry.**

Signature with Name  
& Office Seal

Date:

**NOTE : TECHNICAL BID AND PRICE BID SHOULD BE SUBMITTED IN SEPARATE SEALED ENVELOPS. IN CASE THE BIDS ARE FOUND IN ONE SINGLE ENVELOPE THEN THE "BIDS" ARE LIABLE TO BE REJECTED.**

I/We agree with the above

Signature of Contractor with Seal

Manager (HSE)