

CONTRACTUAL OBLIGATIONS

- a. (i) BHEL recommends following additional payment to be made to the contract worker. This will be in addition to the minimum wages fixed by the state government from time to time.

Sl. No.	Category	Additional BHEL Wages/Day (Rs.)	Additional BHEL Wages/Month (Rs.)
01	Un-Skilled	123.08/-	3200.00/-
02	Semi-Skilled	142.31/-	3700.00/-
03	Skilled	157.69/-	4100.00/-
04	High- Skilled	157.69/-	4100.00/-

(ii) Contractor shall pay to the contract worker, additional wages recommended by BHEL and minimum wages as fixed by State Government from time to time.

(iii) PF/ESI and other statutory contributions will be made by the contractor taking into account both the additional wages and minimum wages fixed by the State Government.

(iv) Contractor shall make payment to the contract worker through bank mode.

(v) For all purpose, the minimum wages shall mean minimum wages fixed by the State Government and the additional wages recommended by BHEL.

- b. 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. **However, in view of ensuring a certain standard of service quality and the fluctuations in the difficulty and frequency of the varied nature of work, the operator will be required to undertake, a certain minimum no. of quantity has been arrived at. The minimum monthly quantity target for an operator are (Soft Data Entry (390), Upkeep of records (390), Update of records (390) and Preparation of documents including generation of hard copies (260)).** An operator has to give the above output every month. In case the output is less, than proportionate amount will be deducted from the Contractor's bill. However, if the output happens to exceed the above limit in any month, then it will not be taken into account and BHEL will not make any additional payment for the excess output. **A supervisor (Skilled) is to be deputed by the contractor on his own cost on all working days on full time basis for deploying the workers according to the requirements of BHEL, supervise the working of operators, address the complaints of BHEL officials and perform all other duties as expected from the contractor/ his representative. Non availability of supervisor in the plant will lead to proportionate reduction from the bill raised by the contractor.**
- c. Contractor shall supervise the work allotted to him and to be carried out by his employees. A supervisor will specifically be required to be provided. The contractor will intimate in writing the detail of the supervisor, in advance. In case, he has to replace the supervisor, he will intimate the same well in advance. **In any case workers will not work, in absence of designated supervisor.**
- d. 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.
- e. Contractor to maintain appropriate records of his employees deployed to carry out the job(s).
- f. **Contractor should issue appointment letters to his employees.**

- g. **Contractor to provide employment card/Identity card with photograph duly verified and attested by the Contractor to his employees.** In its absence the BHEL or authorized agency can deny entry into the factory, for which the contractor shall be solely held responsible. Contractor to indicate the name of the proprietary/partnership firm/company, place of work, contract number and duration of validity of card.
- h. 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.
- i. 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.
- j. 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.
- k. Contractor to provide safety appliances and safety shoes to his employees. The contractor shall be responsible for enforcing all safety regulations as applicable.
- l. 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. This is to be mandatorily provided by the contractor and no demand of payment shall be made before BHEL on this account.
- m. Contractor to ensure that all precautions are taken for safety of his employees and equipment.
- n. In the event of termination of contract for any reason whatsoever, the contractor shall issue termination letter and 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 PF/ESI/ Bonus/Gratuity/retrenchment compensation etc.
- o. Contractor shall provide to his employees all tools, tackles and equipment and maintain the same to carry out the job under the contract at his cost and if necessary contractor may take insurance policy of his men, material, equipment and tools and tackles.
- p. Contractor shall provide safety appliances and maintain the same at his own cost which may be required under the statute or otherwise.
- q. Contractor shall provide material at his cost as mentioned in the contract to his employees for carrying out the job.

Towards statutory liability

- a. All statutory requirements under Minimum Wages Act, 1948, Payment of Wages Act, 1936, Workmen Compensation Act. 1923, EPF & MP Act, 1952, Payment of Gratuity Act, 1972, ESI Act, 1948, The Contract Labour (R&A) Act, 1970, Payment of Bonus Act, 1965, Income Tax Act, Service Tax Act and all other applicable Acts shall be complied with by the contractor.

- b. **Statutory Bonus shall be made by the contractor.**
- c. Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.
- d. Contractor shall ensure payment of statutory prescribed minimum wages and BHEL recommended additional wages as applicable from time to time in the presence of authorized representative of BHEL and maintain proper records of their timely disbursement. Contractor has to pay the wages on or before the 7th day of the month. It shall not be delayed on the pretext of payment delay from BHEL/ financial problem/ any other reason. **Failure to disburse wages within the stipulated date may attract tough actions, including penalty from BHEL.** 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.
- e. Contractor to provide PF pass book to his employees and ensure payment of PF, EDLI, pension dues under EPF & MP Act, 1952 to the RPFC. Contractor must facilitate the Transfer/ withdrawal/ loan requirement of the worker by filling correct information and processing the application on time.
- f. Contractor shall ensure payment of ESI contribution under ESI Act, 1948 and provide ESI membership No. /card of each employee. **Contractor to ensure that new ESI no. is not generated, if the worker already has ESI no.** In any case the worker must not have more than one ESI no. **Contractor, to ensure that their workers have ESI biometric card and must support them in getting medical/claim benefit from ESI.**
- g. Contractor shall produce proof of deductions as well as remittances of PF, EDLI, Pension, ESI contribution, administrative charges etc. wherever applicable and shall maintain proper records. **Contractor to issue wage slips to his employees at least one day before the payment of wages.**
- h. Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.
- i. Contractor shall be solely responsible for nonpayment/ delayed payment of wages/ DA, contributions under EPF & MP Act, ESI Act etc.
- j. 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.
- k. Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
- l. The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
- m. 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, pilferage of his property and / or his employees.
- n. Contractor should have independent code numbers/ exemptions under EPF & MP Act, 1952 and ESI Act, 1948 and shall cover his employees under the said codes. The contractor will be required to compulsory make the contributions upto the statutory wage ceiling.

- o. Payment of bonus under the Payment of Bonus Act, Payment of gratuity under the Gratuity Act, and retrenchment compensation under Act will be the sole responsibility of the contractor. **Contractor has to pay Statutory Bonus to worker by Nov 30 and submit the copy of compliance to Labour Authorities and intimate the BHEL.**
- p. Over and above the daily wage rate, contractor shall give leave with wages to the worker as per Factories Act 1948 & other applicable legal provisions.
- q. 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.
- r. In case a 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.
- s. **The age of the employee deployed by the contractor shall not be less than 18 years and not more than 60 years on the date of entry in the plant.**

Contractor to obtain license under CL (R&A) Act, 1970 as soon as he receives the Work Order.

BHEL SCOPE OF WORK**Measurement of Work and Payment Thereof**

- a. A Measurement Book will be maintained in the Unit by the authorized representative of BHEL who shall make entries regarding the work executed by the contractor under different heads. These entries will be counter-signed by the contractor or his duly authorized representative.
- b. Short comings, if any, in the work executed by the contractor will be pointed out by the designated employee to the Contractor or his authorized representative and the same will be rectified by him within 3 days to the satisfaction of the designated employee.
- c. Payments will be made to the contractor on achieving milestone /on the basis of work carried out by him.
- d. BHEL will provide the Computer, Software and other facilities for the execution of work. Contractor has to provide the.
- e. All payments will be subject to deduction of income tax at source as per Income Tax and Service Tax as per the applicable Rules.
- f. Contractor must have financial capability to pay wages and discharge statutory liabilities on time without depending on payment from BHEL.
- g. Contractor must make payment of wages and PF/ESI dues and only then should submit the bill along with documentary proof for the relevant period.
- h. Contractor should take the initiative to switch to bank payment mode instead of traditional cash payment mode for wage payment.
- i. Payment towards work satisfactorily executed will be made to the contractor at the rates quoted in price bid. The payment will be made within 45 days of the submission of complete and correct bill along with necessary documents.
- j. Contractor must submit GST compliant invoice along with documents required to verify the compliance of applicable labour laws. e. g. Minimum Wages Act, 1948, Payment of Wages Act, 1936, EPF & MP Act, 1952, ESI Act, 1948, The Contract Labour (R & A) Act, 1970 etc.
- k. Penalty Clause:-BHEL shall have the right to stop the work or impose the penalty on the following conditions also:
 1. Any discrepancy noticed in the operation of contract, may lead to immediate termination of contract.
 2. A penalty/LD of Rs. 200.00 per day/per operator may be imposed on contractor in case of non-supply of services of the operator on any day.

CONTRACTOR SCOPE OF WORK				
Sl. No.	Brief Description	Quantity/Month		Execution Frequency
		Quantity	Unit	
1	Soft Data Entry	8970	Page	Daily
2	Upkeep of Records	8970	File	Daily
3	Update of Records	8970	M.S. File	Daily
4	Preparation of documents including generation of hard copies	5980	Documents	Daily
Office Work/Service :				
A	Timing of the work will be from 8.00 AM to 5.00 PM, on six days a week at BHEL Rudrapur.			
B	Day-to-day instruction for performing the jobs will be provided to agency supervisor by BHEL's authorized official and it will be solely responsibility of contractor's supervisor to assign work to staff deployed and take care of complete supervision & control of workers and coordination with BHEL.			
C	Trained & qualified personnel (Skilled) as per the requirement of the work will be deployed by contractor.			

GENERAL TERMS & CONDITIONS

- a. 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.
- b. 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.
- c. 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.
- d. **On termination of Contract, Contractor will provide evidence of making all the due payments to the worker and statutory authorities. He will sign the PF withdrawal/ transfer form and submit Form 9A to PF Office. He will also give an indemnity undertaking of complying all the statutory dues and indemnify BHEL. Security Deposit will be returned only after the contractor discharges his obligations.**
- e. The decision of BHEL regarding interpretation of any of terms and conditions set forth in this agreement shall be final and binding on the Contractor.
- f. Any matter arising out of or in connection with the agreement shall be under jurisdiction of Rudrapur Court.
- g. **Notwithstanding anything contained in this Agreement, the contract may be terminated by BHEL without assigning any reason thereof by giving a notice of 30 days to the contractor.**
- h. The contract will commence on the date of award of the work order and will remain valid for a period of 02 years from the date of commencement of work. The parties reserve the right to extend the contract on mutually agreed terms and conditions.

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 the provisions of the 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 Rudrapur 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 Rudrapur Courts.

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BOQ & SCHEDULE OF WORK				
Sl. No.	Brief Description	Quantity/Month		Execution Frequency
		Quantity	Unit	
1	Soft Data Entry	8970	Page	Daily
2	Upkeep of Records	8970	File	Daily
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Office Work/Service :				
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C	Trained & qualified personnel (Skilled) as per the requirement of the work will be deployed by contractor.			

BHARAT HEAVY ELECTRICALS LIMITED
UNIT: Rdurapur
(Human Resource Management Department)

No-BHE: RU: HR: CL: 2017:

Dated: - 31.08.2017

CIRCULAR 039 / 2017

The minimum wage rates for workers engaged on casual/contract/daily rated basis for unskilled/semi-skilled/skilled and highly skilled nature of work are revised as under with effect from **01.08.2017**:-

Sl. No.	Category of Worker	Wage Per Day (Rs)	Addl. BHEL Wage Per Day (Rs)	Total Wage Per Day (Rs)
01	Un-Skilled	293.00	123.08	416.08
02	Semi-Skilled	322.00	142.31	464.31
03	Skilled	357.00	157.69	514.69
04	Highly-Skilled	375.00	157.69	532.69

01. Wage Period : Monthly
 02. Working Hours : 8 Hours/day
 One Hour Lunch Period (12:00 to 01:00PM)
 03. Payment Date : 7th day of next month
 04. Date of unpaid wage : 8th day of next month

05. Shri Sushil Kumar
 Regional Labour Commissioner (Central)
 Kaulagarh Road, Dehradun

06. Asstt. Labour Commissioner (Central)
 Kaulagarh Road, Dehradun.

07. Shri Rahul Tyagi
 Asstt. Labour Commissioner (Central)
 Bareilly, U.P.

08. Name and address of Labour Enforcement Officer:
 Shri Mukesh Garg, Labour Enforcement Officer (Central)
 Officer of Labour Enforcement Officer (Central)
 Nirman Jyoti, Third Floor, Deendayal Puram,
 Bareilly (Uttar Pradesh)

This may be brought to the notice of all contract labour and contractors. Additional wage as per office order no. 219 / 2015, Dated: 20.10.2015.

Himanshu Martolia
 (Himanshu Martolia)
 Sr. Executive (HR)

Distribution:-

- GM (CFP)-for kind information.
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- All HODs.
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