



MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed at Annexure -1 where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents is not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer.

In case of any change in the MSE status of the Bidder, it shall be the responsibility of the Bidder to notify the change as a part of the Bid document. If at a later date it comes to the knowledge of BHEL, that the change in the status has not been intimated by the Bidder and the order is obtained under the premise of an MSE then BHEL would cancel the pending order against this tender and take necessary steps for suspension of the business dealing with the Bidder as per the procurement policy of BHEL.

In case after the bid opening it is seen that no MSE has become L1, then depending on the nature of the item, if it is not possible to split the tendered items / quantities on account of reasons like customer contract requirements of supplying one make for a given project or technical reasons like the tendered item being a system etc. then BHEL would not counter offer the L1 prices even though there may be MSE bidders within the +15% band of L1.

TERMS & CONDITIONS FOR CONTRACTORS FOR DEPLOYMENT OF CONTRACT LABORERS UNDER SERVICE OR WORKS CONTRACT

21.1 LABOUR LICENCE AND OTHER REQUIREMENTS

21.1.1 Contractor should possess Labour license in case of contractors working in BHEL CSU & FP Jagdishpur and deploying 20 or more labours on any day, from the Appropriate Government (Central Govt.) for carrying out the various activities mentioned in the contract document.

21.1.2 The contractor shall deploy such number of workers in the premises of BHEL CSU & FP Jagdishpur, as required for completion of the contract. The workers such deployed shall be his own workers.

21.1.3 In case the number of labour deployed by the contractor in premises of BHEL CSU & FP Jagdishpur exceeds the number of labour allowed in the license 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 license within 7 days of exceeding the number of labours mentioned in the license.

21.1.4 Labour license and other requirement in case of contractors NOT working in BHEL CSU & FP Jagdishpur or has less than 20 workers on his rolls:

A) The contractor should possess valid labour license issued by any licensing authority if he has deployed 20 or more workers in any organization.

B) After being eligible to apply as above, if the contractor is awarded the contract then he should apply for Form-V from BHEL to obtain Labour License from Appropriate Government and submit the same within one month from the date of award of contract. Till then award will be treated as PROVISIONAL.

21.1.5 The contractor shall also have to submit copy of PAN card and latest IT return.

21.1.6 The contractor must possess Service Tax Registration number under relevant code head.

21.1.7 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.

21.2 APPOINTMENT AND ENTRY IN FACTORY PREMISES

21.2.1 The contractor shall submit the following to HR through contracting department:

- a. The details of the worker proposed to be deployed.
- b. Police Verification Certificate by appropriate authority or Character certificate issued by District Magistrate's Office or Proof of remittance of fees for character certificate at District Magistrate's Office. Further he should submit the character certificate within 30 days failing which he will be discontinued.
- c. Copy of employment card issued by contractor to his own worker.

21.2.2 After submission of documents as in Para 2.1, the contractor shall issue photo identity card to the labour and submit to HR department. This identity card shall be forwarded by HR department to BHEL Security, which shall then authorize the labour to enter the factory premises initially for a period of one month.

21.2.3 The photo identity card shall have to be revalidated in every three month on last working day of the month or any other date fixed to do so. In absence of such revalidation, duly forwarded by HR department, BHEL Security shall not allow any labour to enter the premises of BHEL CSU & FP Jagdishpur.

21.2.4 The contractor shall maintain a register of persons employed by him in the format prescribed under Rule 75 of Contract Labour (R&A) Central Rules.

21.3 BILLS PAYMENT, ATTENDANCE AND PAYMENT OF WAGES

21.3.1 The Contractor shall pay wages to all his Laborers as prescribed by the BHEL HR from time to time based on government norms.

21.3.2 In addition to minimum daily wages above, an **additional wage** has also to be paid by the Contractor to all his Laborers as per following rates as per BHEL guidelines:

Sl. No.	Type of Labour	Additional daily wage to be paid in (Rs.) as on date (22.05.2014)
1	Unskilled Worker (USW)	123.08

2	Semi-skilled Worker (SSW)	142.31
3	Skilled Worker (SW)	157.69
4	Highly Skilled Worker (HSW)	157.69

This additional amount will also attract all statutory deductions and payments.

21.3.3 Contractor shall ensure payment of wages as applicable on or before seventh day of each month.

21.3.4 Wages payment shall be made by Contractor to the Laborers through bank / cheque / cash in the presence of authorized BHEL representatives and shall maintain proper records of their timely disbursement. Contractor shall issue wages slips to his laborers.

21.3.5 The payment of wages to the workers shall not be subject to payment against the bills by BHEL.

21.3.6 The contractor shall submit bills to the contracting department by 8th of each month.

21.3.7 The contractor's bills should be accompanied with the following: -

- Copy of Measurement Book entries / Statement of work done / work completion report by the Contractor duly verified by concerned BHEL representative(s).
- Statement of Minimum Wages of labours deployed by him under the Service contract, PF/ESI no., statutory deductions etc., (Form XVII of Contract Labour (R&A) Rules)
- PF and ESI challans for previous month-separate for concerned Service contract. Print of online challan along with list of contributing contract workers for ESI duly certified by the contractor.
- Wage payment sheet for the bill period.
- Statement of material supplied by the contractor, if any
- Copy of Labour Licence if increase in no. of labours deployed against Work Order if applicable.
- Copy of Challan of previous Service Tax paid.

21.3.8 The contractor shall remit the cheques favouring RPFC and ESI Office with the appropriate banks with such period as stipulated under relevant provisions. Last date for remittance of PF is 15th and that in case of ESI is 21st of each month.

21.4 PROVIDENT FUND (PF)

21.4.1 The Contractor should allot PF account number and get the nomination form, duly filled in, from each worker deployed by him at the time of joining.

21.4.2 In case the worker already has PF/pension account number, allotted to him, previously, then the contractor shall get the transfer form filled up at the time of joining and send to the office of concerned Regional Provident Fund Commissioner.

21.4.3 After termination of contract the contractor shall provide due assistance to the labour for withdrawal of PF/pension amount, when due.

21.4.4 The Contractor shall liaison with the PF officials to get the annual PF slips and distribute amongst his own workers. Security deposit shall be released only after submission of PF slips of workers.

21.4.5 PF CONTRIBUTION:

Employee's Contribution

Employer's Contribution

12.00%

13.61 %

21.4.6 The Contractor shall submit annual returns in Form-6A and Form 3A, prescribed under statutory EPF scheme, 1952, in respect of each worker deployed by him with a copy to HR.

21.5 EMPLOYEES STATE INSURANCE (ESI)

21.5.1 The Contractor should allot ESI account number and get the nomination form, duly filled in, from each labour deployed by him at the time of joining.

21.5.2 At the time of joining the contractor shall get the self/family registration form filled by the workers and submit to the local ESI office.

21.5.3 The contractor shall facilitate collection of issued ESI cards by his worker.

21.5.4 ESI CONTRIBUTION :-

Employee's Contribution

Employer Contribution

1.75%

4.75%

21.5.5 The Contractor shall submit annual returns in Form-6 prescribed under ESI Act, deployed by him with a copy to HR and finance department.

21.5.6 The Contractor shall produce the following Registers and forms as per Contract Labour (R & A) Rules 1971 for verification by the concerned BHEL Officer(s):

- (a) Form XII - Register of contractors (Rule 74)
- (b) Form XIII - Register of Workmen employed by contractor (Rule 75)
- (c) Form XIV - Employment Card issued by contractor (Rule 76)
- (d) Form XVI - Muster Roll 78(1) (a) (i)
- (e) Form XVII - Register of Wages (Rule 78 (1) (a) (i))
- (f) Form XVIII - Register of wages-cum Muster Roll (in case of weekly Payment)
- (g) Form XIX - Wage Slip (Rule 78)(1) (b)
- (h) Form XX - Register of deduction for damages of loss (Rule (78)(1) (a) (ii))
- (i) Form XXI - Register of fines (Rule 78) (1) (a) (ii)
- (j) Form XXII - Register of advance (Rule 78) (1) (a) (ii)
- (k) Form XXIII - Register of overtime (Rule 78) (1) (a) (iii)
- (l) Form XXIV - Return to be sent by the contractor to licensing officer (Rule 82)

21.6 BONUS

The contractor shall be liable to pay statutory bonus under payment of Bonus Act, 1965

21.7 DISCIPLINE

- 21.7.1 The Contractor shall be responsible for the discipline of his own laborers deployed under the service contract. In case of any loss to the BHEL CSU & FP Jagdishpur on account of indiscipline of contract laborer then such loss shall be assessed and recovered from the running bills of the contractor or from the security deposit.
- 21.7.2 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.
- 21.7.3 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.

21.8 LEAVE WITH WAGES TO CONTRACT LABOUR

Guidelines as per UP factories Rules 1950 should be strictly observed with regard to crediting / availment of leave. Register as prescribed under the said Rules should be maintained by the contractor.

21.9 SAFETY OF OPERATION

The total safety of operation and laborers is Contractor's responsibility. Contractor should provide the following Personnel Protective Equipment (PPE) and Consumables, as applicable, to each laborer during execution of the contract, at his own cost:-

- One pair of Uniform within two weeks of start of contract and one pair within next six months.
- One safety helmet per annum, (within two weeks of start of contract)
- One pair of safety shoes along with two pairs of socks per annum, (within two week of start of contract).
- One pairs of leather hand gloves per week.
- Two pairs of Ear plugs per month
- Cora cloth / Cloth Waste 1/2 Mt. per month
- One soap per month.
- Any other relevant safety PPEs, if required.

Quantities mentioned above are minimum and may increase depending upon operation / job and contractor has to provide these items at his own cost. Each PPE items should follow BHEL Safety Engineering Standards. The contractor shall maintain a register for record of above items.

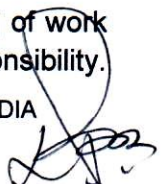
21.10 SUPERVISION OF CONTRACTOR LABORERS:

The contractor shall appoint one identified supervisor for monitoring and controlling of work and laborers. All issues regarding discipline at the works are to be supervisor's responsibility.

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Tel.: + 91 5361 270112 web site: www.bhel.com.

Registered & Corporate Office: 'BHEL House', Siri Fort, New Delhi 110 049



The Contractor shall submit an authorization certificate to in name of his supervisor. No extra supervision charges shall be paid by BHEL.

21.11 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.

21.12 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."

21.13 GENERAL GUIDELINES TO CONTRACTOR:

- 21.13.1 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 contract Labour (Regulation & abolition) Act 1970, rules amendments, orders, notifications there under 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 other Labour and Industrial Laws and such other acts and Statutes (including Factories Act, Payment of Bonus Act, minimum wages 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.
- 21.13.2 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.
- 21.13.3 All the workers should be provided with uniform & identity cards by the contractors. The contractor has to provide a distinct uniform different from BHEL employees. The Uniform shall be kept in neat, tidy & wearable condition.
- 21.13.4 The contractor shall be responsible for the good conduct of his employees.
- 21.13.5 The contractor shall be responsible for all acts and omissions of their staff and liabilities arising out of the acts and omissions of such staff shall be borne by the contractor, BHEL shall in no way be responsible for any such acts, omissions or any liabilities arising there from.



- 21.13.6 The Contractor shall arrange necessary Insurance cover/Personal Accident Policy as applicable for their staff. If any accident/injury/loss/ occurs due to the operation of any equipments, to any other persons/public and the properties of BHEL/client/other agencies/third party, the contractor shall have to pay necessary compensation and other expense, so decided by the appropriate authorities/victims.
- 21.13.7 Only the authorized staff attached to the contracted work or representative nominated by the contractor shall be allowed entry inside the company's or any other premises during the period of contract.
- 21.13.8 The persons employed by the Contractor in respect of work will treated as the authorized representative(s) and shall also be held responsible along with the contractors, for any breach of the terms and conditions as provided in this contract.
- 21.13.9 If BHEL Executive feels that the persons deployed on job are not having required skill to perform the job, the contractor will have to replace those persons by adequately trained staff.
- 21.13.10 Accident occurred during the course of company's work should be reports by the Contractors to BHEL immediately and certainly not later than 24 hours. This should be followed by a detailed report from the contractor.
- 21.13.11 The Contractor will have to indemnify BHEL against:
- (a) All claims for injury or damage to any person or property caused by his negligence of his employees whilst in BHEL premises.
 - (b) Observance of Labor & Industrial Laws, including regular remittance to EPF and ESI.
 - (c) All claims by way of compensation and all other types of unforeseen claims, which may arise in the period of contract.
 - (d) The Contractor will accept liability for compensation in accordance with the provision of the Indian Worker's Compensation Act, 1948, amendments thereafter and or other law for the time being in force for personal injury caused to any workmen by accident arising out of and in the course of this contract.
 - (e) The Contractor will indemnify the company against all payments by way of compensation or otherwise which the company may be called upon to make under the provisions of the said Acts to any workmen as aforesaid, and any cost incurred by the company in connection with any claim preferred by such workmen and or against all actions, claims and demand whatsoever in respect thereof or in respect of any loss, injury or damages whatsoever to any third person arising out or occasioned by the negligent, imperfect or improper performance of this contract by the Contractor, their workmen servants or agents.
 - (f) The Company shall not be held liable for any loss, damage or compensation to third parties arising from or in relation to transport operation done by the bidder, such loss, damage or compensation shall be reimbursed by the Contractor to the company together with the costs incurred by the company on any legal proceedings pertaining there to.

The Contractor will be required to submit Indemnity Bond in favor of BHEL on a Non Judicial Stamp paper of appropriate value.