

भारत हेवी इलेक्ट्रिकल्स लिमिटेड
इकाई: रूद्रपर
(मानव संसाधन प्रबंधन विभाग)

क. बी.एच.ई.:रू.:मा.सं.:सी.एल.: फरबरी: 2019:

दिनांक-04.03.2019

परिपत्र क्रमांक 010 / 2019

अनुबन्ध में लगे कर्मकार जो कि अकुशल/अर्धकुशल/कुशल एवं उच्च कुशल प्रकृति के हैं, उनका संशोधित न्यूनतम वेतन दिनांक 01.02.2019 से निम्नानुसार रहेगा:-

क. सं.	कर्मकार की श्रेणी	वेतन प्रति दिन (रू.)	अतिरिक्त बी.एच.ई.एल. वेतन प्रति दिन (रू.)	कुल वेतन प्रति दिन (रू.)
01	अकुशल कर्मकार	319.00	123.08	442.08
02	अर्ध-कुशल कर्मकार	351.00	142.31	493.31
03	कुशल कर्मकार	389.00	157.69	546.69
04	उच्च कुशल कर्मकार	409.00	157.69	566.69

01. वेतन अवधि : मासिक
02. कार्य अवधि : 08 घण्टे प्रतिदिन
(एक घण्टे का (12:00 से 01:00 PM) भोजनावकाश)
03. भुगतान तिथि : कार्य माह के अगले माह सातवें दिन
04. अवेतनिक मजदूरी की तारीख : कार्य माह के अगले आठवें दिन

05. श्री सुशील कुमार
क्षेत्रीय श्रमायुक्त (केन्द्रीय)
कार्यालय उप मुख्य श्रमायुक्त (केन्द्रीय), आई.डी.टी. कॉम्प्लेक्स, ओ.एन.जी.सी.
अम्बेडकर स्टेडियम के पीछे, कालागढ़ रोड, देहरादून, उत्तराखण्ड-248001

06. श्री राहुल त्यागी
सहायक श्रमायुक्त (केन्द्रीय)
सी-18, तृतीय तल, निर्माण ज्योती, दीन दयाल पुरम, बरेली, उ0प्र0-243122.

07. नाम व पता श्रम प्रवर्तन अधिकारी
श्री मुकेश गर्ग, श्रम प्रवर्तन अधिकारी (केन्द्रीय)
सी-18, तृतीय तल, निर्माण ज्योती, दीन दयाल पुरम, बरेली, उ0प्र0-243122.

08. सहायक श्रमायुक्त,
कार्यालय उप मुख्य श्रमायुक्त, कुमाऊँ क्षेत्र, श्रम भवन
नैनीताल रोड, हल्द्वानी, नैनीताल उत्तराखण्ड

यह सभी संविदा कर्मी एवं ठेकेदारों के नोटिस के लिए हैं। अतिरिक्त बी.एच.ई.एल. वेतन प्रतिदिन कार्य आदेश क्रमांक 219 / 2016, दिनांक 20.10.2016 के अनुसार रहेगा।


(हिमाशु मर्तोलिया)
उप प्रबंधक (मा.सं.)

वितरण :-

- अंग्रेजी सूची के अनुसार।

SCOPE OF WORK, GENERAL & OTHER TERMS & CONDITIONS

(A) DETAILED SCOPE OF WORK:

BHEL, Rudrapur intends to carryout assembly of IPBD & SPBD in side BHEL, CFP, Rudrapur Plant with the help of skilled and semi-skilled workers supplied by contractor on per insulator basis as per following Scope.

I)	BHEL SCOPE OF WORK:
1.1	Space for working.
1.2	Required drawings & technical support by Production Department.
1.3	Contractor's supervisors have to give request slip to shop supervisor/Engineer for assembly items which will be issued to Contractor from shop stores (through SIV, Store issue voucher).
1.4	Electricity- Electrical Points & compressed air if required will provide to contractor as available in work area.
1.5	EOT Crane, Hydra & Fork Lifter when required for shifting ducts.
1.6	Target completion will be mutually agreed with every assignment given by BHEL. In case any requirement is there to compress the schedule of activities to achieve project completion, BHEL decision in this regard will be final and the issue will not be open to arbitration.
2.0	BOQ
2.1	SPBD Insulators = 6000 (Approx.) the quantity is tentative & Payment will be made only on actual no of assembled insulators.
2.2	IPBD Insulators =6000 (Approx.) the quantity is tentative & Payment will be made only on actual no of assembled insulators.
3.3	Duration of contract: within Nine months from the date of award of work.
II)	CONTRACTOR SCOPE OF SUPPLY:
1.1	Sufficient trained & experienced skilled and semi-skilled manpower which includes Supervisors, Safety Supervisor & Fitters
1.2	Sufficient fitters & Helper to support the skilled manpower to complete the assigned work.
1.3	All the contractor's employees will be issued photo gate pass. Cost of preparation of gate pass will be borne by contractor.
1.4	Attendance register will be available at Main gate of Plant and daily attendance will be registered there.
1.5	All the PPE's for employees at work has is provided by the contractor. PPE's like safety shoe, helmet, hand gloves, nose mask, ear muff, welders glass, welders shield etc is required to be used during execution of work inside BHEL, CFP, Plant.
1.6	All the statutory obligations like PF Challan (if applicable), ESI Challan (if applicable), Wages Record, Labor licensee copy (if required), WC Policy-One Time, Service Tax Challans, Certificate regarding compliance to Labor Act for maintaining records required as per the law, Certificate for compliance to safety norms and other statutory papers, if required is in the scope of contractor and BHEL's will not be held responsible for any non-compliance issues. Failure to do so will result in hold of payment of contractor.
1.7	Safety at work will be ensured by Contractor and BHEL will assist, if required.
1.8	All portable hand tools & fitting tools as measuring tape/scale, spanners etc. - Required quantity with the assigned work.

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III)	CONTRACTOR SCOPE OF WORK:
1	For assembly of SPBD ducts.
1.1	Collection of Assembly Drawing from Production Department.
1.2	Study of Assembly drawing of each duct.
1.3	Preparation of requirements/SIV (Store Issue voucher) of all assembly materials as per drawing.
1.4	Collection of materials required for assembly like insulators, fasteners etc.
1.5	Assembly of conductor with enclosure and window/T.B covers as per drawing.
1.6	Wiring of Space Heater, OTT & Thermostats.
1.7	Offer for final inspection and clearance from BHEL Production/ Quality/ Customer on daily to daily basis.
1.8	Filling of Route Card & getting it signed for BHEL Quality Department
1.9	Stacking of assembled duct in Finished Good shop.
2	For IPBD ducts
2.1	Collection of Assembly Drawing from Production Department.
2.2	Study of Assembly drawing of each duct.
2.3	Preparing of requirements/SIV(Store Issue voucher) of all assembly materials as per drawing.
2.4	Collection of materials required for assembly like insulators, fasteners ect.
2.5	Assembly of conductor with enclosure , window/T.B covers and SOB checking as per drawing.
2.6	Offer for final inspection and clearance from BHEL Production/ Quality/ Customer on daily to daily basis.
2.7	Filling of Route Card & getting it signed for BHEL Quality Department
2.8	Stacking of assembled duct in Finished Good shop

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(B) GENERAL TERMS & CONDITIONS:

- 1) Material issued to contractor by BHEL, will be under the responsibility of contractor till he returns the same to Production store / Central Stores.
- 2) Contractor has to provide waste clothes used during work on daily basis.
- 3) Work assignment will be given to successful bidders in the form of Annexure to this work order.
- 4) Contractor's employees may use BHEL's canteen facility after purchasing the requisite coupons upon payment.
- 5) Boarding, lodging & transportation facility of subcontractor's employees has to be arranged by contractor.
- 6) A work-register has to be maintained containing following information regarding IP/SP ducts:
 - a) Date of receipt of IPBD/SPBD enclosure & conductor from BHEL along with requisite drawings with BOM No. & Projects.
 - b) Date of inspection offered to BHEL.
 - c) Date of handing over of finished IPBD /SPBD Ducts to BHEL Production/Quality, with re-work/rectification incorporated as per the remarks of BHEL, Quality Deptt.
 - d) No. of Duct Assembled in a shift.
- 7) The assignment as received from BHEL has to be completed as per schedule of work and if needed has to be realigned with the revised targets of BHEL by working in co-ordination with BHEL in two shifts/three shifts.
- 8) **Cleaning of work area after completion of work.**
- 9) **L-1 Party selection will be on the basis of lowest all inclusive overall value in the received price bid format.**
- 10) Contractor selected for award of work cannot sublet the awarded work.
- 11) Other miscellaneous activities which have not been outlined in the scope but are necessary for completion of Assembly of IPBD / SPBD must be done by contractor free of cost.

(C) OTHER TERMS AND CONDITIONS:

1. Safety obligation for contractor and general environmental obligation for contractor, as applicable to BHEL shall also be applicable to contractor inside the BHEL, CFP Plant except for the terms & conditions mentioned herein which shall be applicable as per Annexure-I.
2. For payment of service tax (if applicable), the party must furnish a copy of service tax registration certificate and also mention the registration no. on invoice.
3. Party to confirm their acceptance Detailed scope of work, general terms & conditions and other terms & conditions by signing and stamping all pages of Annexure – I(06 Page) , Annexure-II (01 Page) & Annexure –A (03 Pages).
4. Offer to be submitted in two bids in two separate sealed envelopes. Tender No., due date, techno commercial bid/Price bid & bidders name should be clearly mentioned on each envelope. Tender has to be dropped in TENDER BOX placed in MM Deptt on or before due date & time.
5. **Techno-commercial bid** should contain signed & stamped pages of Annexure – I (06 Pages), Annexure – II (01 Page), Annexure – A (03 Pages) along with required EMD (As specified in NIT) & Annexure IV. Copies of other documents (like PF & GST reg. etc) as mentioned in Annexure – II to be attached.
6. **Price Bid** should contain only filled price bid Annexure-III, duly signed & stamped.
7. *Offers not meeting Qualifying Requirements as per Annexure-II shall be out rightly rejected.*

8. Payment of bills:

The payment shall be released on Monthly basis after submission of GST invoice/bill (in Three Copies, one no original & two no duplicate) and based on WAM and measurement of work on MB book within 45 days from the date of Submission of proper bill through e-payment mode for which the contractor need to provide following detail/documents:

- Original Invoice with two copies.
- Copy of work order.
- Copy of work allocation annexure (LATEST REVISION).
- Copy of work completion certificate or Route card.
- Copy of wage register of the month in which the allotted work has been executed.
- Payment details of bank from which wages of employees have been transferred online.
- Copy of payment receipt of PF, ESI & Bonus of Contractor Employee of work execution period.
- Copy of main gate Attendance register.
- Contractors certificate of declaration of fulfillment of statutory deductions.

(Note: Without above documents bill cannot be processed for payment)

SL.	PAYMENT ON COMPLETION OF FOLLOWING:	% OF PAYMENT TO BE RELEASED
1	Payment on the basis of accepted Route card of bus ducts verified numbers of assembled insulators. Quantity will be verified by duct drawings.	100%

9. Security Deposit (SD):

Successful contractor shall submit the interest free security (S.D.), 5% of total Work order value, before start of the work in form of DD/PAY ORDER/FDR or in form of bank guarantee in favor of BHEL issued by scheduled banks in the name of contractor, A/C BHEL.

Work can be started before security deposit is collected in case of small value contracts not exceeding Rs 10 Lakhs. However, payment can be released only after collection/recovery of initial 50 % Security Deposit.

The S.D. shall be refunded to the sub-contractor after three month of successful completion/termination of the contract subject to deduction on account of BHEL dues, non-deposit of statutory dues etc. (if any).

10. Jurisdiction: All disputes, claims or actions arising out of under or in connection with this contract shall be subject to the exclusive jurisdiction applicable over BHEL Rudrapur (Udham Singh Nagar) only.
11. The contractor shall be deemed to make them self familiar with the plant conditions before actual start of work and is expected to take adequate safety precautions for persons employed by it during execution of the work at site.
12. The contractor shall be fully responsible for the acts/omissions by the persons engaged by it for working at site under the contract. The persons engaged by the contractor should not have any criminal record/or involved in any activity subversive of law and order. The contractor shall be fully responsible for injury/loss of life & property BHEL/contractor's own persons/any other party caused due to acts & omissions of sub contractor or its employee during course of execution of work.
13. Compliance and payment of PF of sub contractor staff employed for the work shall be the exclusive responsibility of the sub contractor.
14. The sub contractor should follow the rules of Health Safety and Environment Management Programme as per requirement of ISO-14001 and OHSAS-18001.
15. Bidders are requested to furnish regret letter through email/fax/speed post/courier, if for any reason they are not able to put forward their offer against this tender enquiry.

(D) **RIGHT OF BHEL:**

BHEL reserves the following rights in respect of this contract during the original contract period or its extensions if any, as per the provisions of the contract, without entitling the contractor for any compensation.

- 1) To withdraw any portion of work and / or to restrict / alter quantum of work as indicated in the contract during the progress of work and get it done through other agencies to suit BHEL's commitment to its customer or in case BHEL decides to advance the date of completion due to other emergent reasons / BHEL's obligation to its customer.
- 2) To terminate the contract or get any part of the work done through other agency or deploy BHEL's own/ hired/ otherwise arranged resources, at the risk and cost of the contractor after due notice of a period of one week by BHEL, in the event of: -
 - i. Contractor's continued poor progress
 - ii. Withdrawal from or abandonment of the work before completion of the work
 - iii. Contractor's inability to progress the work for completion as stipulated in the contract
 - iv. Poor quality of work
 - v. Corrupt act of Contractor
 - vi. Insolvency of the Contractor
 - vii. Persistent disregard to the instructions of BHEL
 - viii. Assignment, transfer, sub-letting of contract without BHEL's written permission
 - ix. Non fulfillment of any contractual obligations
- 3) In the opinion of BHEL, the contractor is overloaded and is not in a position to execute the job as per required schedule.
- 4) To meet the expenses including BHEL overheads on the differential cost at 10%, over and above the Liquidated damages/penalties arising out of "Risk & Cost" as explained above. BHEL shall recover the amount from any money due from Contractor, or from any money due to the Contractor including Security Deposit, or by forfeiting any T&P or material of the contractor under this contract or any other contract of BHEL or by any other means or any combination thereof.
- 5) To terminate the contract or to restrict the quantum of work and pay for the portion of work executed in case BHEL's contract with their customer are terminated for any reason, as per mutual agreement.
- 6) To effect recovery from any amounts due to the contractor under this or any other contract or in any other form, the moneys BHEL is statutorily forced to pay to anybody, due to contractor's failure to fulfill any of his obligations. BHEL shall levy overheads of 10% on all such payments along with interest as defined elsewhere in the GCC.
- 7) While every endeavour will be made by BHEL to this end, they cannot guarantee uninterrupted work due to conditions beyond their control. The Contractor will not be normally entitled for any compensation / extra payment on this account unless otherwise specified elsewhere in the contract.
- 8) In case the execution of works comes to a complete halt or reaches a stage wherein worthwhile works cannot be executed and there is no possibility of commencement of work for a period of not less than two months, due to reasons not attributable to the contractor and other than Force Majeure conditions, BHEL may consider permitting the contractor to de mobilize forthwith and re mobilize at an agreed future date. Cost of such demobilization/remobilization shall be borne by contractor. ORC in such cases shall not be applicable for the period between the period of demobilization and re mobilisation. The duration of contract/time extension shall accordingly get modified suitably. In case of any conflict, BHEL decision in this regard shall be final and binding on the contractor.

- 9) In the unforeseen event of inordinate delay in receipt of materials, drawings, fronts, etc, due to which inordinate discontinuity of work is anticipated, BHEL at its discretion may consider contractor's request to short close the contract in following cases:

The balance works cannot be done within a reasonable period of time as they are dependent on reasons not attributable to the contractor. At the point of requesting for short closure, contractor shall establish that he has completed all works possible of completion and he is not able to proceed with the balance works due to constraints beyond his control. In such a case, the estimated value of the unexecuted portion of work (or estimated value of services to be provided for carrying out milestone / stage payments) as mutually agreed, shall however be reduced from the final contract value

(E) **SCHEDULE OF COMPETION OF WORK:**

SL	ACTIVITY	DATE OF COMPLETION
1	Mobilisation of requisite manpower.	Within three days of receipt of W.O.
2	Assembly of approx. 6000 Nos. insulator of SPBD	Output of min. 1334nos insulators (SPBD+IPBD) to be assembled per month after receipt of annexures to this work order.
3	Assembly of approx. 6000 Nos. insulator of IPBD	
4	Demobilization of manpower deployed	Within one week of completion of W.O.

(F) **Liquidated Damages (LD):**

- 1) If the contractor fails to maintain the required progress of work which results in delay in the completion of the work as per the contractual completion period, BHEL shall have the right to impose Liquidated Damage/Penalty at the rate of 0. 5% of the contract value, per week of delay or part there of subject to a maximum of 10% of the contract value. For this purpose, the period of delay shall be the delay attributable to the Contractor for the completion of work as per contract. Contract Value for this purpose, shall be the final executed value.

SL	Quantum of Work/ Annexure	Delivery Schedule (No. of Days)
1	Assembly of DUCTS having 334 Insulators	Within 07 Days/1 Week from allotment
2	Assembly of DUCTS having 667 Insulators	Within 14 Days /2 week from allotment
3	Assembly of DUCTS having 1001 Insulators	Within 21 Days/3 week from allotment
4	Assembly of DUCTS having 1334 Insulators	Within 28 Days/4 week from allotment

- 12) If the completion of work as detailed in the scope of work gets delayed beyond the contract period, the contractor shall request for an extension of the contract and BHEL at its discretion may extend the Contract.
- 13) However, if any 'Time extension' is granted to the contractor to facilitate continuation of work and completion of contract, due to backlog attributable to the contractor alone, then it shall be without prejudice to the rights of BHEL to impose penalty / LD for the delays attributable to the contractor, in addition to any other actions BHEL may wish to take at the risk and cost of contractor.

(Signature & Stamp of Bidder)



Qualifying Requirement for Techno-commercial Bid

SL	Description	Offer
1	Acceptance to BHEL Scope, General & Other terms & conditions (Annexure-I) Contractor's Obligations (Annexure - A), Annexure-II, Filled price bid in Annexure-III – attach signed & stamped copies.	
2	Submission of EMD as specified in NIT (Receipt copy to be enclosed)	
3	Copy of PAN Card, EPF registration, ESIC registration, GST registration no. (Enclose copy of Certificate)	
4	Financial Turnover: - a. Average Financial turnover during the last three years, ending 31st March of the previous financial year, should be at least Rs. 3.40/- lakhs. ✓ b. Balance sheet and Profit & Loss Account (audited / issued by Chartered Accountant) of last three years in support of above at sl. no.(a).	
5	Experience of having successfully completed similar work during last 7 years ending last day of month previous to the one in which applications are invited to be the following: - a. Three similar completed works costing not less than the amount of Rs. 4.54 Lakhs/-. ✓ - OR b. Two similar completed works costing not less than the amount of Rs. 5.67 lakhs/-. ✓ - OR c. One similar completed works costing not less than the amount of Rs. 9.07 Lakhs/-. ✓ Note: - 2. Definition of similar work: Bidder should have experience of work related to bus duct fabrication/Bus Duct Assembly	

Note: Non acceptance/submission of above on technical bid opening date will be liable for rejection.

PRICE BID FORMAT

SL.	Type of Duct	Description of works	Volume Of Work(Nos)	Rate for Assy. of One Insulator with all mentioned work(Rs.)	Total Amount
1	SPBD	Assy of enclosures & conductor per Insulator basis including wiring of Space Heater & Thermostats.	6000 Numbers		
2	IPBD	Assy of Insulator including	6000 Numbers		
3	SUB-TOTAL (Rs)				
				GST @ 18.0 %	
TOTAL ALL INCLUSIVE VALUE (Rs)					
In Words: Rupees					

- We confirm that all the terms & conditions of this tender enquiry are acceptable to us & we have quoted the rates accordingly.
- We confirm that we are aware of the site & the working environment.

(Signature & stamp of bidder)



Price Bid Format



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CONTRACTOR'S OBLIGATIONS

(A) CONTRACTUAL

- a) Contractor shall decide the number of employees to be deployed for execution of the work awarded to him w.r.t of schedule completion of work 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 by BHEL.
- 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. Penalty shall be applicable on subcontractor if safety measure not met by employee.
- 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.
4)
- 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 and tools and tackles.
5)
- o) Contractor shall provide safety appliances and maintain the same at his own cost which may be required under the statute or otherwise.

- p) Contractor shall provide material at his cost as mentioned in the contract to his employees for carrying out the job.
- q) During the execution of work, any damage to manpower & machines of BHEL has to be avoided at all the cost. If it happens, appropriate recovery/action shall be taken to protect the interest of the company.
- r) In case of change in timings/day of work at BHEL, Rudrapur, Contractor has to align them as per the changed timing/day.

(B) 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) 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.
- 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 EPF & MP Act, 1952 to the RPFC. All contract labours deployed at CFP BHEL Rudrapur under this contract, irrespective of their monthly salary will have to be covered under EPF scheme & ESI scheme under ESI/ EPF Act.
- 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 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.
- 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 & MP Act, ESI Act etc.
- 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 Labour 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, pilferage of his property and / or his employees.

- m) 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.
 - n) 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.
 - o) Over and above the daily wage rate, payment shall be made for leave with wages.
 - p) 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 declared holidays without written permission.
 - q) 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.
- 6)
- 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 authorized representative of contract operating division who shall record under his signature at the end of entries in the Register of wages.
 - s) Payments, if pending/not deposited towards any statutory requirements as mentioned above will be recovered from the contractor's running bills/final bills/pending payments as available with BHEL.
 - t) Contractor to obtain license under CL(R&A) Act, 1970.


Contractor's obligations

