



NIT Ref : LGX / RC / E-00395

Due Date of Submission : 05th July 2019.

NAME OF WORK : : Rate Contract for Packing / Loading / Un-Loading Works of Consignments having various Dimensions and Weights of Finished Products in Different Blocks inside Factory Area of BHEL-Bhopal.

Sealed tenders are invited from the tenderers who have worked as Labour Contractor in BHEL/ PSUs / Govt. / Semi-Govt. / reputed Public / Private Limited Company having valid Labour license No., Registration No./ Gumashta No., PF, ESI, PAN No. and GST Registration No. etc.

The tenderer (Contractors) shall submit Techno-Commercial Bid (PART-I) and Price-Bid (PART-II) in separate sealed envelopes. Both sealed envelopes should be kept in third large envelope clearly superscribed with NIT Reference No. and Due Date of Submission. Price Bids of only those parties will be opened who fulfill all qualifying conditions as per Annexure-I.

PART-I : Techno-Commercial Bid includes

- i) Pre-Qualification Requirements & Criteria (Annexure-I).
- ii) Copy of proof of Earnest Money Deposit (EMD).

PART-II : Price-Bid contains only

Schedule of Rates (Annexure-II).

Terms & Conditions and Scope of Work

1.0 CONTRACT PERIOD, CONTRACT EXTENSION & CONTRACT CLOSING :

The period of above work will be eight months (08 months) from the date of award of contract. However, BHEL reserves the right to extend the contract further by a maximum of ONE MORE YEAR, short close the contract during contract period or terminate it fully at its discretion at any time without assigning any reason thereof or serving any notice to the contractor.

2.0 SCOPE OF WORK :

Packing work of finished goods in supplied wooden boxes / packing sets in different warehouses inside BHEL Bhopal including loading / unloading of boxes in / from trucks and trailers or wagons has to be carried out under this works contract. The complete Scope of work will be as per Annexure-III and as per instruction of respective warehouse engineer / officer in-charge from time to time.

3.0 PRICE - BID EVALUATION AND DISTRIBUTION OF WORK :

The rate for the entire scope as per Annexure-III is to be quoted in the Schedule of Rates (Annexure-II).

The distribution of work will be done amongst 5 (five) parties on equated rates only. Price bid will be evaluated for the total cost (Estimated Business Volume in Cu-Mtr of Wood multiplied by the rate quoted per Cu-Mtr) as per the Schedule of Rates (Annexure-II).



L-1 rate will be counter offered to L-2, L-3 and so on till required number of 5 parties' acceptance for L-1 rate is obtained.

BHEL reserves the right to split and award the work as it decides and the decision of BHEL will be final. The work will be divided based on the Bidder's Rank. The Percentage of Work / Business Distribution shall be based on the following formula :-

Assuming business to be distributed among 'n' parties, the percentage business for the Lx = $100 * (n - x + 1) / \sum n$ (for n=1 to n) and x=1 to 5.

Accordingly for 5 parties it will be as per the table below :

<u>Bidders' Rank</u>	<u>Tentative Percentage Distribution of Work</u>	<u>Warehouse / Bay / Working area / Item</u>
L-1	33.33	Block-2/Bay-4 and 9, OWD and CRX
L-2	26.67	Block-1 and Block-4/Bay-2, 3, 4, 7(Poles Only) and 8 (Poles Only)
L-3	20.00	Block-3/Bay-3 and 9
L-4	13.33	Block-4/Bay-5,7(Except Poles),8(Except Poles) and Block-6
L-5	6.67	Block-9 and TGM (Traction)

The above business distribution is totally on tentative basis and LGX may review and revise the work distribution / working area from time to time depending on work load and specific requirements.

In case of fewer bidders, the percentage of work and work area shall be redistributed proportionately amongst the bidders as per above formula.

If no bidder other than L1 bidder accept the price, the L1 bidder has to accept and execute the contract, if required by BHEL.

In case of a tie in the position / ranking, the audited turnover of the last completed financial year as specified in the NIT shall be the basis for deciding the ranking / position. The bidder having the higher turnover shall be positioned / ranked better.

Example: If two bidders A & B are tied at the L3 position and B has the higher turnover then B will be considered as L3 and A will be considered as L4. The subsequent positions / rankings will follow from L5 onwards.

3.1 The Tenderer (Bidder) shall quote their rates in figures and words clearly in the prescribed 'Schedule of Rates'. In case of any dispute, lower quoted rate will be considered. For overwriting and cutting, price bid is liable to be rejected. The rate should be quoted exclusive of GST. GST as applicable is payable separately over and above the rates indicated by the bidder on production of copy of GST Registration No.

3.2 The bidder shall quote the rate after visiting the work place, if desired, and after considering the cost of tools and tackles required for the execution of work. Conditional tender is not acceptable.

The quoted rate shall be valid for 90 days from the date of opening for ordering.

**3.3 BASIS OF PAYMENT**

Payment to the contractor shall not be linked with number of workers deployed / absent.

Payment to the contractor for packing work will be based on Cu-Mtr of wood content in packing box based on TFC drawings duly certified by concerned warehouse in-charges. Wherever TFC drawings are not available , the following “Table A” shall be the basis for computation of volume of wood in Cu-Mtr . Wherever, steel boxes / structures are used for packing , equivalent wood content will be considered for purpose of payment. Equivalent wood in Cu-Mtr for the purpose of payment of loading/ unloading charges of loose items only will be as per “Table B”.

In an exceptional situation where it is not possible to work out based on Table A / Table B , a DEPARTMENTAL COMMITTEE SHALL REVIEW AND DECIDE on the basis of payment.

Table A

Volume of box (LxBxH) in Cu-Mtr	Estimated Wood Content in Cu-Mtr (Divide Volume of box by)
Upto 0.14	1.65
0.15 to 0.30	2.60
0.31 to 1.00	3.20
1.01 to 2.00	3.85
2.01 to 4.00	4.75
4.01 and above	8.35

Table B

L or B or H of loose item whichever higher in mm	Equivalent wood for purpose of payment of loading/ unloading charges of loose items only (Cu-Mtr)
upto 1000	0.0067
1001-2000	0.0133
2001-.3000	0.0200
3001-4000	0.0333
4001-5000	0.0500
5001 and above	0.0667

4.0 EARNEST MONEY DEPOSIT (EMD) : EMD is to be paid by tenderers for securing fulfilment of any obligations in terms of the NIT. The tenderer is required to deposit an EMD of Rs. 1,06,656/- (Rupees One Lakh Six Thousand and Six hundred fifty six Only).



OR

ONE TIME EMD of Rs.5 (Five) Lakh (for exemption from payment of EMD with each such tender in BHEL / Bhopal.)

EMD is to be furnished through e-Mode (i.e. NEFT / RTGS / Net Banking / PoS / SB Collect etc.) only.

The following link to be followed for SB Collect platform :

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

Bank details of BHEL / Bhopal : as per “Annexure – A”.

4.1 EMD by the Tenderer will be forfeited as per NIT conditions if:

- a) After opening the tender, and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
- b) The contractor fails to deposit the required Security Deposit or commence the work within the specified period as per LOI / Work Order.

4.2 EMD given by all unsuccessful tenderers will be refunded normally within fifteen days of award of work.

4.3 EMD shall not carry any interest.

4.4 EMD of successful tenderer will be retained as part of Security Deposit.

4.5 The tender submitted without a proof of payment of EMD shall not be considered at all for evaluation and shall be treated as null & void.

5.0 SECURITY DEPOSIT & CONTRACT AGREEMENT : Security Deposit means the security provided by the Contractor towards fulfilment of any obligations in terms of the provisions of the contract.

5.1 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.

5.2 Mode of deposit:

The balance amount to make up the required Security Deposit of 5% of the contract value may be furnished through the following modes of deposit :

- i) Cash (as permissible under the extant Income Tax Act)
- ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft in favour of BHEL
- iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
- iv) Fixed Deposit Receipt 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)



v) 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

vi) Electronic Fund Transfer (e-Mode) : NEFT / RTGS / Net Banking / PoS / SB Collect etc.

The following link to be followed for SB Collect platform only
: <https://www.bhelbpl.co.in/qcins/iccs.htm> .

Bank details of BHEL / Bhopal : as per “Annexure – A”.

5.3 Collection of Security Deposit:

At least 50% of the required Security Deposit, including the EMD, shall be collected before start of the Work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected. If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.

5.4 Security Deposit shall be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract .

5.5 The Security Deposit shall not carry any interest.

5.6 Contract Agreement : Successful Bidder has to enter into contract agreement on Non-Judicial stamp paper of Rs. 500/- within 15 days of the award of the contract.

6.0 The contractor is required to ensure the statutory payments and periodical inspection etc. pertaining to PF, ESI, and labor regulation..

7.0 (i) Contractor may be required to do work in 2nd shift and 3rd shifts/ holidays if required by BHEL without any extra payment.

(ii) The vehicles will be provided by BHEL for internal movement of packing material / goods.

8.0 GST LAW

- I. Contractor shall file all GST returns on time and shall discharge GST liability on time.
- II. In case BHEL incurred any loss due to non-compliance of GST provisions by the contractors, the same shall be recovered from contractors.
- III. Contractor to submit undertaking regarding filing of GST returns giving date of filing of return and copy of challan towards proof of payment of GST along with running monthly bills to claim payment.



9.0 PENALTY :

9.1 The contractor will be given daily work load as per availability of work (Material for packing). The packing of the Material shall be done within **Two working days**. Failure to pack the boxes / material in time, as monitored by ware house in-charge (Supervisor), would make the contractor liable to an un-conditional penalty at the rate of 0.5% of packing value of the boxes per day of delay subject to a maximum of ten percent (10%) of the monthly packing value.

Box no. and penalty amount will be recorded by warehouse in-charge (Supervisor) for not completing packing work in time.

9.2 The Company does not give any Guarantee on minimum work load during the Day / Month / Year. The workload varies within the Month and within the year.

9.3 Penalty towards non-compliance of GST law will be extra.

10.0 STATUTORY / GENERAL COMPLIANCES : In addition to all above terms and conditions, statutory instructions / compliances as per labour contract basis, prevailing in the unit shall also be applicable as attached in Annexure-IV and Annexure-V herewith. The contractor has to follow safety rules strictly and provide all safety equipments and uniforms to all contract labourers failing which appropriate action may be taken.

11.0 ARBITRATION:

Any dispute arising out of this contract shall be referred to the sole arbitration of BHEL/Bhopal. Its award shall be final and binding on both the parties. The venue of arbitration in all cases shall be in Bhopal.

12.0 JURISDICTION : In case of any legal suit / other legal proceedings arising under or relating to the rate contract after arbitration the courts Bhopal only shall have full jurisdiction.

13.0 ACCIDENT CLAIM SETTLEMENT :

Compensation in case of death/ permanent incapacitation of person due to unintended / unforeseen occurrences 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.

The scheme in terms of Govt. instructions, the Guidelines for settlement of claims for compensation on accidents applicable to BHEL placed at ANNEXURE- VI.



Bharat Heavy Electricals Limited, Bhopal

LOGISTICS DEPARTMENT

Document No. : LGX / RC / E-00395 / T&C / May 2019

14.0 The tenderer is expected to have read and understood the conditions prior to quoting their rate and no claim subsequent to submission of tender shall be entertained.

All the pages of tender documents shall be signed by the tenderer affixing their seal giving acceptance of all the Terms & Conditions of the contract in toto.

- Addl.GM (Logistics)



Annexure-I

Bharat Heavy Electricals Limited, Bhopal

LOGISTICS DEPARTMENT

Techno-Commercial Bid (PART-I)

NIT Ref : LGX / RC / E-00395

Pre-Qualification Requirements & Criteria

NAME OF WORK - Rate Contract for Packing / Loading / Un-Loading works in Different blocks inside factory area.

1. EXPERIENCE

*Experience of having successfully completed packing works / manufacturing works of wooden cases / boxes during **last 7 years ending 31st May 2019** should be either of the following:-*

*a. Three successfully completed packing works / manufacturing works of wooden cases / boxes costing not less than **Rs. 14.93 Lakhs.***

or

*b. Two successfully completed packing works / manufacturing works of wooden cases / boxes costing not less than **Rs. 18.66 Lakhs.***

or

*c. One successfully completed packing works / manufacturing works of wooden cases / boxes not less than **Rs. 29.33 Lakhs.***

i) Contractors who have worked or are working with BHEL for packing works / manufacturing works of Wooden Cases / Boxes should submit a copy of Work Order & Completion Certificate issued by BHEL.

ii) Those contractors who have worked in other PSUs / Govt. / Semi-Govt. / reputed Public companies for packing works / manufacturing works of Wooden Cases / Boxes should submit documents with respect to experience as below:

Enclose copy of work order and work completion certificate clearly indicating WO ref, date, duration of work and the nature of work done. The work completion certificate should be verifiable and contact details of signing authority must be provided. In case BHEL desires to verify the document , responsibility lies with the bidder to get it verified to the full satisfaction of BHEL . Otherwise BHEL reserves the right to reject the tender and no claim or correspondence shall be entertained in this regard.

iii) For experience certificate of any Private organization, in addition to the requirements as in (ii) above , the WO and completion certificate must be supported by CA certification in "Form- A" below.

(Experience upto 31st May 2019 will be considered)



2. TURNOVER

Average annual financial turnover during the last 3 years , ending 31st March 2018 should be at least **Rs. 15.998 Lakhs** as per the table below :

Year	2015-16	2016-17	2017-18	Average
Turnover Rs. lakhs				

Enclose copy of Audited Balance Sheet and Profit & Loss Account statements in support of above.

3. SUBMISSION OF DOCUMENTS : All bidders must submit the following:

a. P.F. Registration No. (enclose evidence)

b. ESI Registration No. (enclose evidence)

c. Valid Labour License No./ Gumashta certificate (enclose evidence)

d. PAN No. (enclose evidence)

e. GST Regn.No. (enclose evidence)

f. Evidence of deposit of EMD amount of **Rs. 1,06,656/- (Rupees One Lakh Six Thousand Six hundred Fifty Six Only).**

OR

ONE TIME EMD of Rs.5 (Five)Lakh (for exemption from payment of EMD with each such tender in BHEL / Bhopal.) in favour of BHEL / Bhopal, details as per "Annexure –A" is enclosed.



FORM-A

We confirm that (contractor) M/shas completed work relating to packing of wooden boxes/ manufacturing of wooden boxes for M/s..... vide Work Order No..... dated..... and completion certificate Ref..... dated.....

We also confirm that (contractor) M/s..... has received payment against the

above WO and the same is recorded in book of accounts.

Sign & Seal of CA

If any of the information given in Annexure-I above is found incorrect or false then BHEL may outrightly reject this offer and may also consider debaring us from participation in subsequent tenders.

Signature & Seal of Bidder

Contractor's Name :
Address :
Phone No. :
Email:

Annexure-A



भारत हेवी इलेक्ट्रिकल्स लिमिटेड, भोपाल

(भारत सरकार का उपक्रम)

Bharat Heavy Electricals Limited, Bhopal

(A Govt. of India undertaking)

उत्कृष्टता की ओर अग्रसर

"Marching Towards Business Excellence"

TO WHOM SO EVER IS CONCERNED,

Details for receiving Bank Account for NEFT/RTGS payment.

1. Name of Beneficiary : BHARAT HEAVY ELECTRICALS LTD.
2. Name of the Bank : State Bank of India
3. Bank of Branch Address : HET, Piplani, Bhopal (M.P.)-462021
4. Account No. : 30855948540 ✓
5. IFSC Code : SBIN0000519
6. MICR : 462002011
7. Title of Account : Current Account
8. PAN No. : AAACB4146P

Place: Bhopal

Date: 19-01-2016


चेतन मेहर
Signature & Seal
Dr. Manoj Kumar Mehar
Manager (Finance)

We certify that the above bank details are correct as per our record.

Banker Signature & Seal

SBN-2917



Annexure-II

Bharat Heavy Electricals Limited, Bhopal
LOGISTICS DEPARTMENT

PRICE-BID (PART-II)
NIT Ref : LGX / RC / E-00395

NAME OF WORK : Rate contract for Packing / Loading / Un-Loading works in different blocks inside the factory area

SCHEDULE OF RATES:

SL NO.	Description	Estimated Work of Wood (Cu-Mtr)	Rate Rs. Per Cu-Mtr (Excluding GST)
1	Packing and loading / unloading with entire scope of work as per Annexure-III	15748	

1. The quantity mentioned in the schedule of rates – Annexure-II, is indicative only and may vary depending upon work load and requirement of BHEL .
2. Rate quoted above is in Rs. per Cu-Mtr of wood and is for the entire scope of work as per Annexure-III . Rates are valid for 90 days from the date of opening for ordering.
3. All terms and conditions as per the NIT Ref : LGX/RC/E-00395 are acceptable to us.

Date

Signature & Seal of Bidder

Bidders address & Mobile No.



NIT Ref: LGX/RC/E-00395

Annexure-III

Bharat Heavy Electricals Limited, Bhopal
LOGISTICS DEPARTMENT

NAME OF WORK : Rate contract for Packing / Loading / Un-Loading works in different blocks inside the factory area

SCOPE OF WORK :

1. Drawing the required packing materials from packing - shed / stores.
2. Sorting and grouping of materials.
3. Unloading packing materials / job.
4. Laying of base & placing the job on base. (if required, crane/sling to be used).
5. Marking of base & fixing of wooden battens.
6. Drilling work
7. Bolting work/ cradle fixing
8. VCI Powder/ Silica gel packets,
9. Silpaulin / LDPE covering or wrapping
10. Activities related with Vacuum Packing/ Export Packing/ Sea Worthy Packing.
11. Small side fixing/ Side cutting work
12. Fixing of battens after cutting
13. Big side fixing
14. Fixing of battens, drilling, bolting work
15. Bolting of top
16. Fixing of sides and top. Fixing of bracket by drilling on big side
17. Covering of box by G.I. sheet
18. Marking work and writing consignee and consignor address with or without stencils
19. Demand/ documents to be handed over to LGX office

20. Computer work/ billing etc
21. Shifting of job to be done as many times as suggested by BHEL representative
22. Loading/ Unloading of job on truck, trailer, railway wagon using EOT cranes, properly placing and lashing for safe transportation as per BHEL instructions.
23. Unpacking of packed boxes
24. Packing of pipes, transformer accessories etc
25. Keeping in view the clean, healthy and conducive environment in the work area (warehouses etc), the work scope also includes Cleaning & Housekeeping as per Swachhta and Safety guidelines issued by BHEL time to time and as advised by Warehouse In-charges / Supervisors .

Above scope of work is only indicative and not exhaustive. Contractors to work as per instructions of BHEL (LGX) to execute the work of packing / loading / unloading to the full satisfaction of BHEL.



Annexure-IV

INSTRUCTIONS TO CONTRACTORS

STATUTORY COMPLIANCES TO BE ENSURED

ØBHEL 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.

ØThe 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.

ØContractor 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.

ØContractor 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.

ØContractor shall obtain Police Verification of all his workers.

ØContractor shall submit following Certificate for each contract separately.

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

Signature of Contractor



PAYMENT OF WAGES

Payment of wages not below the minimum wages notified by the Contract Labour Cell / HR/ BHEL Bhopal to be ensured from time to time.

Ø 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.

Ø 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

Ø 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 Logistics Department 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.

Ø Contractor to ensure that employee deployed in the premises is physically and mentally fit and do not have any criminal record.

Ø 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.

Ø 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.

Ø 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.

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

RECORDS & INFORMATION TO BE FURNISHED BY CONTRACTOR

Ø Contractor shall maintain neatly, completely and legibly registers, records, reports and returns for inspection by various authorities.

Ø Contractor shall provide information as required in respect of all his employees employed by him to enable the Logistics Department to monitor compliance of PF/ESI and also to enable him to furnish information to Ministry and Labour deptt. as may be required.



Ø 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

Ø 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 Adhinyam 1982
- .. Payment of Bonus Act 1963
- Shop & establishment Act 1958 "
- Inter State Migrant Act

STATUTORY INSTRUCTIONS TO CONTRACTOR

1.0 STATUTORY REGISTRATIONS AND CLEARANCES

Contractor shall commence the work only after obtaining :

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

CONTRACTOR SHALL ENSURE FOLLOWING WHILE EXECUTING **2.0**
CONTRACT

1. Employment card as per rule no 76 of Contract Labour (Regulation & Abolition) MP rules,1973
2. Appointment letter to his employees.
3. Annual leave with wages including EL, CL, National Holiday & Festival holiday.
4. Leave record register.
5. Shall engage only adult workers who have attained the age of 18.



6. Work to be done on second/third shift, overtime, Sundays or on other declared holidays with written permission.
7. Obtain insurance cover for his employees/equipments, tools etc & third party insurance coverage at his own cost.
8. Remit Provident fund contributions in prescribed 3A & 6A forms
9. ESI contributions in Form 6
10. Submit challans of PF & ESI contributions every month.
11. Provide Personal protective equipments for his employees
12. Distribute wage slip each month to his employees
13. Ensure payment of Statutory Minimum Wages as well as additional wages recommended by BHEL through bank account only.
14. Submit employee and employer contribution as per Shram Kalyan Nidhi Adhinyam 1982.

3.0 PAYMENT OF WAGES ACT

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

4.0 ON COMPLETION OF WORK

Submit PF & inspection report

Annexure-V

General Terms & Conditions

Selection, Control & Supervision of Contract Labourers :

- Deployment of full time supervisor is a must for the contractor . Supervisor shall ensure that the work is done in a proper manner in time and all the safety measures are taken care of. During Over-Time working the supervisor will ensure the capability of the worker for overtime. Rules put forth by Contract Labour Cell (CLC of BHEL / HR department) must be followed as regards the overtime.

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 / drawings / quality plan. There shall be no interference or intervention whatsoever by BHEL.

- Contractor shall supervise the work allotted to him and to be carried out by his employees.
- Contractor to maintain appropriate records of his employees deployed to carry out the job(s).
- Contractor should issue appropriate Appointment letter to his employees.
- Contractor to provide employment card/ Identity card with photograph duly verified and attested by the contractor to his employees. Contractor to indicate his name, place of work and duration of validity of card.
- 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.
 - In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees from the establishment of BHEL. As and when contract is terminated the contractor may discharge his employees after making payment towards retrenchment compensation under EPF & MP Act, ESI Act etc.

Payment of bonus under the Payment of Bonus Act, Payment of gratuity under the payment of Gratuity Act, and retrenchment compensation under Act will be the sole responsibility of the contractor.

- Over and above the daily wage rate, payment shall be made for leave with wages.



- 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.

- In case a contractor employs women as employee he will discharge his obligation under law in respect of such women workers such as 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.

- Contractor shall be responsible for making payment of wages through Bank/Cheque before expiry of 7 days from the last day of wage period and to ensure disbursement of wages in the presence of the authorised representative of contract awarding deptt. who shall record under his signature at the end of entries in the Register of wages in the following form :

“ Certified that the amount shown in column no. has been paid to the workers concerned in my presence on date at time.....”.

PF/ESI deduction as due shall be made from the wages and the contribution shall be remitted to the authorities concerned.

Wage slip shall be issued to each workman.

Wages shall be paid at the workplace in presence of two BHEL representative one from the contracting department & HR-Cell respectively.

Running bills shall be supported with copies of wage sheets and PF as well as ESI Challans.

In addition to above contractor shall also have provision for bonus (@8.33% min.), EL payment / CL payment as applicable.

The above said statutory compliances have to be strictly ensured and any complaint received in this regard would be severely dealt with, including termination of contract as well as delisting of the contractor for future.

All bills being forwarded to finance department shall have statements showing compliance to these requirements.

- In case the contractor fails to make payment to his employees within the stipulated date/time, security deposit can utilized for payment of wages etc. In case of such an eventuality the contractor shall replenish such an amount immediately.

- Contractor shall indemnify BHEL against all claims and losses under various statutes or any civil or criminal law in connection with employees deployed by him.

- The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.



- Contractor to obtain insurance cover for his employees /equipments, tools & tackle 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 under employees.
- Contractor should have independent code numbers under EPF & MP Act, 1952 and ESI Act, 1948 service tax and shall cover his employees under the said codes. Contractor to obtain license under CL(R&A) act, 1970. Towards supply of tools, tackles and materials
- 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 shall take insurance of his resources-man, material, equipments and tools & tackles.
- Contractor shall provide safety appliances & maintain the same at his own cost which may be required under the statute or otherwise.
- Contractor shall provide material at his account as mentioned in the contract to his employees for carrying out the job.

Towards Finance

Contractor to arrange his own finance for carrying out the job including supply of tools, tackles and equipments to his employees, materials, payment of wages to his employees etc. Rates quoted shall be net and inclusive of all the capital cost, material cost, taxes and levies which might be applicable to this type of job.

Rights and obligations of the Principal Employer (BHEL)

- 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 obligation and rectify the deficiency/ anomaly within three days failing which BHEL reserves the right to impose penalty and / or terminate the contract without assigning any reason whatsoever. In such an event, no damages will be payable for short closure of the contract.
- Without prejudice to the aforesaid clause, BHEL reserves its right to terminate the contract without assigning any reason thereof by giving 30 days' notice in writing to the contractor.



- The cancellation of 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.
- The decision of BHEL regarding interpretation of any terms and conditions set forth in the agreement shall be final and binding on the contractor.

Annexure:VI

**GUIDELINES FOR SETTLEMENT OF CLAIMS FOR COMPENSATION ON ACCIDENTS
APPLICABLE TO BHARAT HEAVY ELECTRICALS LIMITED**

1. **Title:** These guidelines would be called as Guidelines for Settlement of Claims for Compensation arising out of accidents resulting into loss of life or permanent total disability.
2. **Effective date:** The guidelines would be effective from 10.09.2018.
3. **Applicability:** These guidelines would govern the settlement of compensation claims arising out of accidents resulting into loss of life or permanent disability.
4. **Definitions:**
 - a) **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.
 - b) **Competent Authority:** Competent Authority Means Chairman & Managing Director.
 - c) **Dependent:** As defined in the Employee's Compensation Act, 1923.
 - d) **Designated Officer:** An Officer designated by the company at Unit level for the purposes of receiving and processing claims for compensation under the present Guidelines.
 - e) **Victim:** Any person who suffers permanent disablement or dies in an accident as defined in these Guidelines.
 - f) **Permanent Disablement:** A disablement that is classified as a permanent total disablement under the proviso to Section 2 (l) of the Employee's Compensation Act, 1923.
5. **Detailed Accident Report:** The report prepared by the police within a period of 30 days from the date of incident as per Schedule I of this guidelines.

Explanation: For the purposes of the preparation of the detailed accident report, the word "injury" as referred in Schedule I refers to "Permanent disability" as mentioned in clause 4(f) of the Guidelines.

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6. **Extent of Liability:** On the occurrence of any "accident" as defined under these Guidelines, the Company shall whether or not there has been any wrongful act, neglect or default on its part and notwithstanding anything contained in any other law, be liable to pay compensation in respect of each of the victims to such extent as prescribed below:

(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)**

7. **Procedure for settlement of claims in respect of compensation**

a) The victim or his/her dependents would make an application within a period of 90 days of the accident to the Designated Officer under whose jurisdiction the accident had occurred. The application should be accompanied by the following documents:

- i. Proof of age of the victim
- ii. Death certificate of the victim

OR

Permanent disability certificate issued by the Medical Board authorized by the Government.

- iii. Certified copy of FIR lodged in respect of the accident.
- iv. Proof of applicant's relation with the victim/Dependency Certificate.

The Designated Officer may seek any further documents for settlement of claim to its satisfaction.

Provided that where there are more than one dependents, the Applicant must mention their name, addresses and relations with the victim and the Designated officer may at its own discretion issue notices to all dependents before releasing the compensation.

b) The Designated Officer on receipt of above application shall take into consideration the Detailed Accident Report submitted by the Police Authority would process the claim of compensation on priority basis but would not take more than 30 days for disposing off the same in any case.

c) The Designated Officer, in case where no application is received from the victim/dependents of victims, may on receipt of the detailed accident report proceed suo-moto to initiate the process for consideration for grant the compensation to the victim/dependents of victim.

d) On issuance of guidelines, all contracts/agreement with contract value of ₹5,00,000 or above, which are entered into by the Company with any contractor, agency or firm for 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 etc. would invariably include a clause whereby any compensation paid under these



guidelines shall be recoverable from such contractor, agency or firm, if the accident is attributable to negligence of contractor, agency or firm or any of its employees.

In case the accident is not attributable to negligence of contractor, agency or firm or any of its employees, the same shall be paid by the Company with the approval of Unit Head (Not below ED/ GM I/C) and shall not be recoverable from contractor/ agency.

In the event that work / service contract etc. is of value being less than ₹5,00,000.00 or in case the works/ service contracts are executed by the Company directly and no third party i.e. contractor(s)/ service provider(s), is involved in the works/ service contracts being executed, the compensation under these guidelines, shall be paid by the Company, with the approval of the Head of Unit (Not below ED / GM I/C level).

In other accident cases arising out of works carried out for the company or carried out by the company itself but not covered under conditions as mentioned above, the compensation under these guidelines shall be paid by the company with the approval of Director (HR) & Director (Fin).

- e) In no case a claim for appointment of any of the dependents on the compassionate grounds would be entertained by the Company.

8. Method of Disbursement of compensation

- i. The amount of compensation so awarded shall be deposited in a Nationalized Bank or if the branch of a Nationalized Bank is not in existence, it shall be deposited in the branch of a scheduled commercial bank, in the joint or single name of the victim/dependent(s). Out of the amount so deposited, 75% (seventy-five percent) of the same shall be put in a fixed deposit for a minimum period of one year and the remaining 25% (twenty five percent) shall be available for utilization and initial expenses by the victim/dependent(s) as the case may be.
- ii. In the case of a minor, 75% of the amount of compensation so awarded shall be deposited in the fixed deposit account and shall be drawn only on attainment of the age of majority, but not before one year of the deposit. Provided that in exceptional cases, amounts may be withdrawn for educational or medical needs of the beneficiary at the discretion of the Company.
- iii. The interest on the sum shall be credited directly by the bank in the savings account of the victim dependent(s) on monthly basis.

- 9. **Appeal:** An appeal against the decision of the Designated Officer in respect of the amount of compensation or rejection of such claim shall be made to competent authority within a period of 30 days of such decision. The Competent Authority would decide the same within 30 days of receipt of such appeal.



SCHEDULE-I

PART – I – PARTICULARS OF THE ACCIDENT		
1.	FIR NO.-----, Dated and under Section	
2.	Name of Police Station	
3.	Date, Time, Place of the accident	
4.	Who reported the accident to the police	
5.	Name of the Person who took the victim to the hospital and Name of the Hospital	
6.	Whether any Hospital denied treatment to the Victim?	
7.	Nature of the accident:- (i) Whether resulted in death or injury or both? (ii) Number of persons injured/ died.	
8.	Name and Contact No. of the Investigating Officer	
9.	Name of the witnesses of the accident	
10.	Description of the accident	

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PART II - IMPACT OF THE ACCIDENT ON THE VICTIMS		
1.	<p>Death Cases: -</p> <ul style="list-style-type: none"> a) Name and Address of the deceased b) Age c) Gender d) Education e) Occupation f) Income (Monthly) g) Legal Heirs / Guardian <ul style="list-style-type: none"> i. Name ii. Relationship iii. Age iv. Address v. Contact No. 	
2.	<p>Injury Cases (permanent disablement)</p> <ul style="list-style-type: none"> a) Name and address of the injured b) Age c) Gender d) Education e) Occupation f) Income (monthly) g) Details of family dependent of the victim MLC No. h) Nature of injuries i) Name of Hospital where the injured treated j) Whether victim refused medical treatment 	



	<p>k) Period of hospitalization</p> <p>l) Period of treatment</p> <p>m) Whether treatment continuing</p> <p>n) Name, address and contact number of the doctor (s) who treated the injured</p> <p>o) Whether the injured underwent any surgery? If yes, then give particulars.</p> <p>p) Whether suffered any permanent disability</p> <p>q) Expenditure incurred on treatment conveyance, special diet, attendant etc. Give details, if available.</p> <p>r) Whether the injures got reimbursement of medical expenses from his employer or under a mediclaim policy. Give details, if available.</p> <p>s) Whether the injured was provided cashless treatment by the Insurance Company? Give details, if available.</p>	
3.	Any other relevant information.	

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PART III - RELEVANT DOCUMENTS TO BE ATTACHED		
1.	First Information Report	
2.	Photographs of the scene of the accident from all angles	
3.	Statement of the witnesses recorded by the Police.	
4.	Scientific report, if the Victim was under the influence of any liquor/drugs	
5.	In case of Death: a) Post Mortem Report b) Death Certificate c) Photograph and proof of the identity of the Dead d) Proof of legal representatives of the deceased. e) Photograph, specimen, signatures attested by the bank and identity proof of the legal representatives of the deceased. f) Treatment of the deceased with name and address of the Hospital g) Bank account No. of the legal representatives of the deceased.	
6.	In case of injury a) MLC b) Multi angled photographs of the injured c) Photograph, specimen, signatures attested by the bank and identity proof of the injured.	

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	d) Disability certificate	
7.	Any other relevant information.	

VERIFICATION

Verified at _____ on this _____ of _____ that the contents of the above report are true and correct and the documents mentioned in Part –III have been verified.

Station House Officer

Assistant Commissioner of Police

(Name and Stamp)

(Name and Stamp)

A handwritten signature in blue ink, appearing to be 'M. K.' or similar, located in the bottom right corner of the page.