

CONTRACTUAL OBLIGATIONS

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

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

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

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

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

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

- b. Contractor shall decide the number of employees to be deployed for execution of the work awarded to him and he or his authorized representative will be solely entitled to dictate such workers about the manner of carrying out the work as per the prescribed specifications and quality plan. **However, in view of ensuring a certain standard of service quality, the contractor has to mandatorily deploy minimum of 17 workers (Un-Skilled) for sanitation, housekeeping and horticulture, 01 Pharmacist (High-Skilled) and assistant (Semi-Skilled). A supervisor (Skilled) is to be deputed by the contractor on his own cost on all working days on full time basis for deploying the workers according to the requirements of BHEL, supervise the working of workers, address the complaints of BHEL officials and perform all other duties as expected from the contractor/ his representative. Non availability of supervisor in the plant will lead to proportionate reduction from the bill raised by the contractor.**
- c. Contractor shall supervise the work allotted to him and to be carried out by his employees. A supervisor will specifically be required to be provided. The contractor will intimate in writing the detail of the supervisor, in advance. In case, he has to replace the supervisor, he will intimate the same well in advance. **In any case workers will not work, in absence of designated supervisor.**
- d. Contractor to ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc.
- e. Contractor to maintain appropriate records of his employees deployed to carry out the job(s).
- f. **Contractor should issue appointment letters to his employees.**
- g. **Contractor to provide employment card/Identity card with photograph duly verified and attested by the Contractor to his employees.** In its absence the BHEL or authorized agency can deny entry into the factory, for which the contractor shall be solely held responsible. Contractor to indicate the name of the proprietary/partnership firm/company, place of work, contract number and duration of validity of card.
- h. Contractor will be responsible for the good conduct of his employees. In case of any misconduct/misbehavior by any employee, the contractor will replace such employee(s) immediately.
- i. Contractor will ensure that the job is executed through his employees on his rolls and under no circumstances the contractor will deploy any casual employee to carry out the job nor shall sub-contract the job without prior written permission.

- j. Contractor will keep watch on his employees and he will be liable for any pilferage / loss to BHEL due to acts of omission and commission by his employees. Similarly, liability for any compensation to outsiders on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with him.
- k. Contractor to provide safety appliances and safety shoes to his employees. The contractor shall be responsible for enforcing all safety regulations as applicable.
- l. The contractor has to provide a distinct uniform different from BHEL employees. The Uniform should have logo of the Contractors firm / company. The uniform shall be kept in neat, tidy and wearable condition. Wherever necessary, the Cap shall be integral part of the uniform. This is to be mandatorily provided by the contractor and no demand of payment shall be made before BHEL on this account.
- m. Contractor to ensure that all precautions are taken for safety of his employees and equipment.
- n. In the event of termination of contract for any reason whatsoever, the contractor shall issue termination letter and withdraw all his employees from the establishment of BHEL. In case contractor decides to terminate services of his employees, he should settle all terminal dues including PF/ESI/ Bonus/Gratuity/retrenchment compensation etc.
- o. Contractor shall provide to his employees all tools, tackles and equipment and maintain the same to carry out the job under the contract at his cost and if necessary contractor may take insurance policy of his men, material, equipment and tools and tackles.
- p. Contractor shall provide safety appliances and maintain the same at his own cost which may be required under the statute or otherwise.
- q. Contractor shall provide material at his cost as mentioned in the contract to his employees for carrying out the job.

Towards statutory liability

- a. All statutory requirements under Minimum Wages Act, 1948, Payment of Wages Act, 1936, Workmen Compensation Act, 1923, EPF & MP Act, 1952, Payment of Gratuity Act, 1972, ESI Act, 1948, The Contract Labour (R&A) Act, 1970, Payment of Bonus Act, 1965, Income Tax Act, Service Tax Act and all other applicable Acts shall be complied with by the contractor.
- b. **Contractor must have financial capability to pay wages and discharge statutory liabilities on time without depending on payment from BHEL. Delay/ Non payment on part of BHEL or financial difficulty being faced by the contractor due to any other reason will not be accepted as an excuse for failure in discharging statutory liability.**
- c. **Statutory Bonus shall be made by the contractor.**
- d. 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.
- e. Contractor shall ensure payment of statutory prescribed minimum wages and BHEL recommended additional wages as applicable from time to time in the presence of authorized representative of BHEL and maintain proper records of their timely disbursement. Contractor has to pay the wages on or before the 7th day of the month. It shall not be delayed on the pretext of payment delay from BHEL/ financial problem/ any other reason. **Failure to disburse wages within the stipulated date may attract tough actions, including penalty from BHEL.** These records need to be preserved for a period of at least 3 years and should be made available even after the contract is over for any verification by the statutory authorities / BHEL authorities.
- f. Contractor to provide PF pass book to his employees and ensure payment of PF, EDLI, pension dues under EPF & MP Act, 1952 to the RPFC. Contractor must facilitate the Transfer/ withdrawal/ loan requirement of the worker by filling correct information and processing the application on time.
- g. Contractor shall ensure payment of ESI contribution under ESI Act, 1948 and provide ESI membership No. /card of each employee. **Contractor to ensure that new ESI no. is not generated, if the worker already has ESI no.** In

any case the worker must not have more than one ESI no. **Contractor, to ensure that their workers have ESI biometric card and must support them in getting medical/claim benefit from ESI.**

- h. Contractor shall produce proof of deductions as well as remittances of PF, EDLI, Pension, ESI contribution, administrative charges etc. wherever applicable and shall maintain proper records. **Contractor to issue wage slips to his employees at least one day before the payment of wages.**
- i. Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.
- j. Contractor shall be solely responsible for nonpayment/ delayed payment of wages/ DA, contributions under EPF & MP Act, ESI Act etc.
- k. 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.
- l. 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.
- m. The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
- n. 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.
- o. Contractor should have independent code numbers/ exemptions under EPF & MP Act, 1952 and ESI Act, 1948 and shall cover his employees under the said codes. The contractor will be required to compulsorily make the contributions upto the statutory wage ceiling.
- p. Payment of bonus under the Payment of Bonus Act, Payment of gratuity under the Gratuity Act, and retrenchment compensation under Act will be the sole responsibility of the contractor. **Contractor has to pay Statutory Bonus to worker by Nov 30 and submit the copy of compliance to Labour Authorities and intimate the BHEL.**
- q. **Over and above the daily wage rate, contractor shall give leave with wages to the worker as per Factories Act 1948 & other applicable legal provisions.**
- r. 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.
- s. 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.
- t. **The age of the employee deployed by the contractor shall not be less than 18 years and not more than 60 years on the date of entry in the plant.**

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

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

- A. A Measurement Book will be maintained in the Unit by the authorized representative of BHEL who shall make entries regarding the work executed by the contractor under different heads. These entries will be counter-signed by the contractor or his duly authorized representative.
- B. Short comings, if any, in the work executed by the contractor will be pointed out by the designated employee to the Contractor or his authorized representative and the same will be rectified by him within 3 days to the satisfaction of the designated employee.
- C. Payments will be made to the contractor on achieving milestone /on the basis of work carried out by him.
- D. **Consumables like harpic, soap, phenyl etc. will be provided by BHEL. However, other tools/ items of good quality and in good working condition will have to be arranged and made available to workers by the contractor.**
- E. Consumption of material will be verified through challan for entering of material at Factory gate.
- F. All payments will be subject to deduction of income tax at source as per Income Tax and Service Tax as per the applicable Rules.
- G. Contractor must make payment of wages and PF/ESI dues and only then should submit the bill along with documentary proof for the relevant period.
- H. Contractor should take the initiative to switch to bank payment mode instead of traditional cash payment mode for wage payment.
- I. Payment towards work satisfactorily executed will be made to the contractor at the rates quoted in price bid. The payment will be made within 45 days of the submission of complete and correct bill along with necessary documents.
- J. Contractor must submit GST compliant invoice along with documents required to verify the compliance of applicable labour laws. e. g. Minimum Wages Act, 1948, Payment of Wages Act, 1936, EPF & MP Act, 1952, ESI Act, 1948, The Contract Labour (R & A) Act, 1970 etc.
- K. **Penalty Clause:-**BHEL shall have the right to stop the work or impose the penalty on the following conditions also:
 - 1. Any discrepancy noticed in the operation of contract, may lead to immediate termination of contract.
 - 2. A penalty/LD of Rs. 500.00 per day per sub group may be imposed on contractor in case of non-supply of services of given sub group as mentioned in price bid on any day.

CONTRACTOR SCOPE OF WORK			
Sl. No.	Brief Description	Qty.	Frequency
TOWNSHIP WORK			
A	Housekeeping, Sanitation and Horticulture work		
1	Daily sweeping of reads and BHEL side drain, covering 06 areas; the one wing of HIG (HIG-1to23), three wing of MIG; (MIG-95to81, MIG-107toMIG-97, MIG0165 to MIG-175), two wing of LIG; (LIG-327 to 285, LIG-423 to 409)	600 Mtr	Daily
2	Daily collection of refuse so generated and dumping it at specified location (s) decided by Nagar Palika Parisad-Rudrapur	06 Areas, HIG-01 wing, MIG-03 wing, LIG-02 wing	Daily
3	Daily Collection of garbage from the Houses dumping	58 Nos.	daily
4	Removal of ash, muck, brick pieces, animal excreta, dead animals/birds, other wastes etc. on daily basis and dumping it at specified locations decided by Nagar Palika Parishad-Rudrapur	06 Areas, HIG-01 wing, MIG-03 wing, LIG-02 wing	Daily
5	Transportation of dumped rfuse/wste from the specified locations to the designated place identified by the Nagar Palika Parishad-Rudrapur	06 Areas, HIG-01 wing, MIG-03 wing, LIG-02 wing	daily
6	Grass uprooting along the roads upto two metre, road flanks along BHEL side.	600 Mtr (@300Mtr/ fortnight)	(@300Mtr fortnight)
7	Cleaning/desilting of open drains alongside one wingh of HIG (HIG-1to23), three wing of MIG; (MIG-95to81, MIG-107toMIG-97, MIG0165 to MIG-175), two wing of LIG; (LIG-327 to 285, LIG-423 to 409). The open drain include connecting pipes/underground portion as well.	600Mtr	Daily
8	sweeping, cleaning & mopping of dispensary	40 Sq.Mtr.	Daily
B	Soak pit work on requirement basis		
1	Cleaning/desiling of soak-pit of BHEL Houses as & when required & related civil work for covering with concrete slab. (Assuming 03 no. requirement per month)	On requirement basis	As and when the complaint is received.
C	Dispensary work		
1	Pharmacist's Job: Dispensing the medicines etc. & dresssing/administering injections etc. as per prescripton of BHEL authorized medical professeonals in BHEL dispensary (at township) on and Occupational Health Centre (at Plant)	At BHEL Dispensary & Occupation Health Center-Rudrapur	Daily
2	Assistant's Job: Assisting the Pharmacist in the above activities. Up keep of the dispensary.	At BHEL Dispensary & Occupation Health Center-Rudrapur	Daily
FACTORY WORK			
D	Sanitation Work- Cleaning		
1	Open area from main gate to main kichha road	76 Sq.Mtr.	Once a shift
2	Factory Road-Main Gate to flag Post	176x2=352 Sq.Mtr.	Once a shift
3	Open area-old flag hoisting area	189 Sq. Mtr.	Once a shift
4	Factory Road-old flag hoisting area to storage area	1480 Sq. Mtr.	Once a shift
5	Canteen open area	60 Sq. Mtr.	Once a shift
6	Stores Yards	960 Sq. Mtr.	Once a shift
7	Production Block (Main fabrication shop, substation, central stores, shop stores and other offices)	1349 Sq. Mtr.	Once a shift
8	Extension of Bay	648 Sq. Mtr.	Once a shift
9	New Production Block	1944 Sq. Mtr.	Once a shift
10	Stores Office	210 Sq. Mtr.	Once a shift
11	Production & Planning office (Administrative block-all offices)	460 Sq. Mtr.	Once a shift
12	Canteen-Stores, Kitchen & Pantry	304 Sq. Mtr.	Once a shift
13	Main entrance-Reception/Office	48 Sq. Mtr.	Once a shift
14	Material & Comp. Stores	432 Sq. Mtr.	Once a shift
15	Administrative Building	700 Sq. Mtr.	Once a shift
16	Finish Goods Stores	1680 Sq. Mtr.	Once a shift
17	Record Room/Library Room	35 Sq. Mtr.	Once a shift
18	Brick Road-Old Flag Post to Canteen	240 Sq. Mtr.	Once a shift

19	Parking stand & Packing shade	445 Sq. Mtr.	Once a shift
20	Roads	1620 Sq. Mtr.	Once a shift
21	Roads	612.5 Sq. Mtr.	Once a shift
22	DG Set Room	46 Sq. Mtr.	Once a shift
23	DG Set & Compressor Room	120 Sq. Mtr.	Once a shift
24	Transformer Room	120 Sq. Mtr.	Once a shift
25	Materials Stores	453 Sq. Mtr.	Once a shift
26	Water Pumping Station	35 Sq. Mtr.	Once a shift
27	Civil Stores	35 Sq. Mtr.	Once a shift
28	Cleaning of Toilets, urinals with acid/phenyl twice in a shift including cleaning of tiles and urinal separators. Placing naphthalene balls etc and cleaning of Wash Basins and area around water coolers, Pantries attached to canteen on shift basis.	08 toilets, 04 water cooler points, 02 pantry etc.	Twice a shift
29	Collection of refuse/garbage after closure of office and its disposal.	30 Points for open areas, roads, closed areas (Sr. No.1,2,3,4,5)	Once in shift
30	Mopping of floors of conference room/Head of Unit Office with disinfectant/anti-bacterial chemicals once a day in the morning before the start of office.	141.81 Sq. Mtr.	Once in shift
31	Mopping of floors of offices with disinfectant/anti-bacterial chemicals twice in a shift in the morning before the start of office.	1819 Sq. Mtr. Comprising of 06 areas viz; Reception & Main Entrance, Production & Planning Office, Annex & Store, Store Office, Canteen, Admin Bldg etc.	Once in shift
32	Lobby and common areas of existing administrative block to be mopped on shift basis.	300 Sq. Mtr.	Once in shift
33	Removal of cob-web from covered areas.	areas including their annexes	Monthly
34	Collection of refuse/garbage so generated and dumping it at specified location (s), on daily basis.	30 Points for open areas, roads, closed areas	Once in shift
35	Transportation of dumped refuse/waste from the specified locations to the designated place identified by the Municipal Corporation.	01 Points	Monthly
36	Cleaning/desilting of open drains	30 Mtrs.	Daily
37	Cleaning/desilting of existing open drains	900 Mtrs	@300Mtrs/week
38	Cleaning/desilting of additional	900 Mtrs	@300Mtrs/week
E	Housekeeping work		
1	Dusting and cleaning of furniture/window panels/office equipments/telephone instruments etc.	06 areas viz; Reception/Main Entrance, Production, Planning Office, Annex & Store, Store, Office, Canteen, Admin Bldg. Etc.	Once a shift
2	Cleaning of name plates, carpets and curtains, ceiling fans.	All Fans/etc.	fornightly
3	Attending to customer, telephone calls, making arrangements for meetings etc. (HOU Office)	10 hours	daily
4	Attending to customer, telephone calls, making arrangements for meetings etc. (One more office)	10 hours	daily
5	Providing internal dak distribution	All departments	shift
6	Assistance in mailing service including dak-dispatch through post office	Once a day	Daily
7	Dusting & cleaning & bringing medicines form specified place to dispensary.	Once per day, from approx., 03 kms. Distance	Daily
F	Horticulture Work		

1	a) Transformation of area into horticulture suitable area after excavating the earth & removal of unwanted material & preparation by flooding the area after mixing the manure in concerned area. (Material supplied by BHEL) b) Maintaining the existing horticulture area through proper watering, removing of unwanted grass, cutting to give the appropriate size & providing the manure to maintain the health of plant (Material supplied by BHEL) c) Plantation work on new area as per instruction of engineer/executive in charge after preparing the earth suitable for growth of plant. (Material supplied by BHEL) d) Grassing work on new area as per instruction of engineer/executive in charge after preparing the earth suitable for growth of grass. (Material supplied by BHEL) e) Plantation work after removal of dead plant as per instruction of engineer/executive in charge after preparing the earth suitable for growth of plant. (Material supplied by BHEL)	11700 Sq. Mtrs.	Daily
---	--	-----------------	-------

DETAILS OF WORKS OF SWEEPING OF ROADS & OPEN AREAS AND MAINTENANCE OF EXTERNAL SEWAGE SYSTEM, OPEN DRAINS, CLEARING OF SEWAGE LINES IN THE BHEL AVAS VIKAS TOWNSHIP RUDRAPUR, TO BE CARRIED OUT BY THE CONTRACTOR.

1. Work of sweeping of roads and open areas shall include the following activities including Annexure A (1):

- a) Daily sweeping of roads including areas both side of the road measuring 600 Mtrs. covering the one wing of HIG; (HIG- 1to 23), three wing of MIG; (MIG- 95 to MIG- 81, MIG-107 to MIG- 97, MIG-165 to MIG-175), two wings of LIG; (LIG- 327 to 285, LIG- 423 to 409).
- b) Collection of refuse so generated and dumping it at specified location(s) decided by Nagar Palika Parishad, Rudrapur, on daily basis.
- c) Collection of garbage from the **58 nos. (08 HIG, 20 MIG, 30 LIG houses** on daily basis and dumping it at specified location(s) **decided by Nagar Palika Parishad Rudrapur.**
- d) Removal of ash, muck, brick pieces, animal excreta, dead animals/birds, other wastes etc. on daily basis and dumping it at specified locations decided by Nagar Palika Parishad Rudrapur.
- e) Transportation of dumped refuse/waste from the specified locations to the designated place identified by the Nagar Palika Parishad Rudrapur.
- f) **Grass uprooting all along the roads, road flanks so as to keep the roads and area safe and clean.**
- g) Mud generated during cleaning to be stacked properly at specified places.
- h) All miscellaneous types of cleaning jobs related to road and road sides and open area to make the same safe and hygienic.

2. MAINTENANCE OF EXTERNAL SEWAGE SYSTEM, OPEN DRAINS SHALL INCLUDE FOLLOWING ACTIVITIES:

- a) Cleaning/desilting of open drains (quantity 600 running meter, alongside one wing of HIG 1to 23, three wing of MIG; MIG- 95 to MIG- 81, MIG-107 to MIG- 97, MIG-165 to MIG-175, two wings of LIG; LIG- 327 to 285, LIG- 423 to 409) of any cross section and depth and after removing the cover plates/concrete slabs if required, on daily basis and dumping the silt/muck/waste material at specified locations. The open drain includes connecting pipes/underground portion as well.
- b) Contractor to ensure safe execution of work with adequate safety arrangement for men/women, machine and materials engaged during execution of work. He also should ensure safety of surroundings. Contractor to also ensure use of sufficiently strong scaffolding with strong hand railings during execution of jobs. For any civil engineering job, the contractor will provide adequate support before casting any super structure and provide approach, scaffolding etc. in such a manner that it is safe and easy for movement of men/women and materials. Contractor to make his own arrangements for area lighting/spot lighting at the working spot. Contractor to ensure barrication of unsafe areas (trench, pit, foundation, opening etc.) which can lead to accident to any person.
- c) Cleaning, De-silting of soak pits of company qtrs (58 Nos.) as and when required, related civil work and dumping the waste at designated place.
- d) Liaison with civil authorities.

DETAILS OF WORKS OF DISPENSARY WORK IN THE DISPENSARY SERVICES AT BHEL-DISPENSARY, AVAS VIKAS, AND RUDRAPUR TO BE CARRIED OUT BY THE CONTRACTOR.

1. Timing of the dispensary will be from 9.00 AM to 1.00 PM & 4.00 PM to 6.00 PM daily at BHEL Dispensary Avas Vikas Rudrapur, Dispensary shall be closed for Sundays & all holidays as per BHEL's holiday calendar or instructions.
2. Timing of the Occupational Health Centre at BHEL Factory will be from 9.30 AM to 12.30 PM on every Friday. The work will be done at the Occupational Health Centre instead of Dispensary during this period.
3. Dispensing of medicines and dressing work & other medical work will have to be performed by the qualified para-medical staff only.
4. Day-to-day instruction for performing the jobs will be provided by BHEL authorized medical professional posted in dispensary.

5. **Separate trained & qualified para-medical personnel will be deployed by contractor for pharmaceutical work & assistance work.**
6. The stock will be maintained on day-to-day basis. Expiry and disposable medicines / items will be accounted for and forwarded to Convener of the declaration committee constituted by BHEL.
7. The health check-ups of employees will be carried out as per plan provided by BHEL authorized personnel. The para-medical staff shall work with authorized doctor to carry out the health checkups.
8. The health check-up camps will be organized for company as per plan provided by BHEL authorized personnel.
9. The medical reimbursement bills of employees will be scrutinized as per BHEL medical policy and forwarded to Finance Department after due clearance from Authorized Medical Professional of BHEL.
10. The supplier's bills will be processed as per instruction of authorized medical professional of BHEL.

DETAILS OF WORKS OF SWEEPING OF ROADS & OPEN AREAS AND MAINTENANCE OF EXTERNAL SEWAGE SYSTEM, OPEN DRAINS, CLEARING OF SEWAGE LINES IN THE FACTORY PREMISES OF BHEL CFP RUDRAPUR, TO BE CARRIED OUT BY THE CONTRACTOR.

- a) The details of scope as per Annexure - 3.
- b) Cleaning of Toilets, urinals with acid/phenyl twice a shift including cleaning of tiles and urinal separators. Placing naphthalene balls etc. and cleaning of Wash Basins and area around 04 Nos. water coolers, 02 No. of Pantries attached to canteen on shift basis.
- c) Open area surrounding the buildings/parking. Sweeping the floors once a shift, before the start of shift/ office timing.
- d) Collection of garbage after closure of office and its disposal.
- e) Mopping of floors of conference room/ Head of Unit office with disinfectant /anti-bacterial chemicals once a shift before the start of office.
- f) Lobby and common areas of administrative block to be mopped on once in a shift basis.
- g) **During important occasions and VIP visits (approximate 10 numbers) activity of cleaning and mopping may be required more frequently.**
- h) Removal of cob-web of all covered areas once a month.
- i) Cleaning of carpets, sofa sets and curtains on shift basis.
- j) Collection of refuse/garbage so generated and dumping it at specified location(s), on shift basis.
- k) Removal of ash, muck, brick pieces, animal excreta, dead animals/birds, other wastes etc. on shift basis and dumping it at specified locations.
- l) **Transportation of dumped refuse/waste from the specified locations to the designated place identified by the Municipal Corporation on monthly basis.**
- m) Mud generated during cleaning to be stacked properly at specified places.
- n) All miscellaneous types of cleaning jobs related to road and road sides and open area to make the same safe and hygienic.

2. MAINTENANCE OF EXTERNAL SEWAGE SYSTEM, OPEN DRAINS SHALL INCLUDE FOLLOWING ACTIVITIES:

- a) Cleaning/desilting of drains (total quantity 930 running meter) of any cross section and depth @ 30 mtrs on daily basis and @300 mtrs on monthly basis and dumping the silt/muck/waste material at specified locations. Job to be carried out portion-wise and cover to be re-fixed properly after cleaning of one portion. Likewise other portions to be taken up. All the connecting pipes/underground portion will be considered as drain only. Cleaning/desilting of proposed drains (total quantity 900 running meter) of any cross section and depth @300 mtrs on monthly basis and dumping the silt/muck/waste material at specified locations.
- b) Contractor to ensure safe execution of work with adequate safety arrangement for men/women, machine and materials engaged during execution of work. He also should ensure safety of surroundings. Contractor to also ensure use of sufficiently strong scaffolding with strong hand railings during execution of jobs. For any civil engineering job, the contractor will provide adequate support before casting any super structure and provide approach, scaffolding etc. in such a manner that it is safe and easy for movement of men/women and materials. Contractor to make his own arrangements for area lighting/spot lighting at the working spot. Contractor to ensure barrication of unsafe areas (trench, pit, foundation, opening etc.) which can lead to accident to any person.
Liaison with civil authorities.

DETAILS OF HOUSE KEEPING SERVICES TO BE CARRIED OUT BY THE CONTRACTOR ON JOB CONTRACT BASIS AT ADMINISTRATIVE BUILDINGS/ DISPENSARY AT BHEL RUDRAPUR, MAILING SERVICES AT BHEL RUDRAPUR:

- A. Housekeeping services shall be provided by the Contractor at offices: 1. Prodn, 2.AGM Office 3.SDGM Office 4.DGM Office 5.Engg 6. Commercial 7.Finance 8.HR 9.MM 10.Qly 11.Stores 12.Despatch 13.Maintenance including administrative building and OHS center, computer and server rooms, cash rooms, dispensaries, documentation room /archives, canteen/dining hall, library, corridors, lobbies, telephone exchange/ junction, conference hall, visitors room, etc. and having 650 sq. mtr of super built up area. & proposed construction areas as per plan attached at Annexure A (1).
- B. All Office furniture items, furnishings, fittings and fixtures, lights, fans, electronic equipment, cabins in the aforesaid buildings.
- C. Stores, cabinets :

1. Open area surrounding the buildings/parking.
2. 55 Nos. of telephone instruments, approx. 65 computers/printers, Duplicators etc

Housekeeping services to be provided by the contractor shall include the following, which may change during the contract period:-

- a) Dusting and cleaning of all furniture items, fittings and fixtures, electronic equipment, Venetian blinds, window panes, wall panels, waste paper baskets, library books, telephone instruments, PCs etc.
Cleaning of name plates, display boards, handles and wooden partitions, cabins.
- b) Cleaning of 05 nos. water coolers twice a week.
- c) Distribution of office -dak/ papers as per requirement.
- d) Distribution of drinking water, tea/ snacks to employees, visitors, sr. executives, during meeting and as and when required.
- e) Attending to telephone calls, providing fax service, etc. as and when required.
- f) Assistance in mailing services from post office to unit and vice versa.
- g) Cleaning of glasses, crockery and utensils etc. used for tea/snacks serving.
- h) Dusting and cleaning of furniture and other items at dispensary/ transit flat.
- i) Bringing medicines from designated sources of supply of medicines to dispensary.
- j) Assisting the dispensary staff as and when required.
- k) Maintenance of records room & library.

2. MAINTENANCE OF EXTERNAL SEWAGE SYSTEM, OPEN DRAINS SHALL INCLUDE FOLLOWING ACTIVITIES:

- a) Cleaning/desalting of drains (total quantity 930 running meter) of any cross section and depth @ 30 mtrs on daily basis and @300 mtrs on monthly basis and dumping the silt/muck/waste material at specified locations. Job to be carried out portion-wise and cover to be re-fixed properly after cleaning of one portion. Likewise other portions to be taken up. All the connecting pipes/underground portion will be considered as drain only. Cleaning/desalting of proposed drains (total quantity 900 running meter) of any cross section and depth @300 mtrs on monthly basis and dumping the silt/muck/waste material at specified locations.
- b) Contractor to ensure safe execution of work with adequate safety arrangement for men/women, machine and materials engaged during execution of work. He also should ensure safety of surroundings. Contractor to also ensure use of sufficiently strong scaffolding with strong hand railings during execution of jobs. For any civil engineering job, the contractor will provide adequate support before casting any super structure and provide approach, scaffolding etc. in such a manner that it is safe and easy for movement of men/women and materials. Contractor to make his own arrangements for area lighting/spot lighting at the working spot. Contractor to ensure barrication of unsafe areas (trench, pit, foundation, opening etc.) which can lead to accident to any person.
Liaison with civil authorities.

DETAILS OF WORKS OF HORTICULTURE SERVICES IN THE FACTORY PREMISES OF BHEL CFP RUDRAPUR, & TOWNSHIP BHEL COLONY, AVAS VIKAS, RUDRAPUR TO BE CARRIED OUT BY THE CONTRACTOR.

- a) Contractor is required to provide experienced manpower for maintaining the gardens located inside the factory on daily basis.
- b) In case there is requirement to develop new garden, the contractor shall provide required manpower for the same.
- c) Contractor has to provide manpower for cutting grasses, clearing Jungle inside the factory premises & township on requirement basis. BHEL representative will give direction to the supervisor about the requirement.
- d) Liaison with civil authorities.

GENERAL TERMS & CONDITIONS

- a. BHEL shall have the privity of the contract with the contractor only and will give instructions to the contractor or his authorized representative. BHEL will have nothing to do or be concerned with the employment of employees working for the contractor. The relationship between BHEL and the Contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or an employer-employee relationship.
- b. The contractor shall maintain regular contact with the designated employee(s) of BHEL and will interact on matters relating to the work awarded under this contract.
- c. In case the Contractor does not carry out the Contractual/Statutory obligations or the services rendered by him are found to be unsatisfactory, BHEL shall bring the same to his notice and he will be obliged to discharge the obligations and rectify the deficiency/anomaly within three days' time failing which, BHEL reserves the right to terminate the contract without assigning any reason whatsoever. In such an event, no damages will be payable for short closure of the contract.
- d. **On termination of Contract, Contractor will provide evidence of making all the due payments to the worker and statutory authorities. He will sign the PF withdrawal/ transfer form and submit Form 9A to PF Office. He will also give an indemnity undertaking of complying all the statutory dues and indemnify BHEL. Security Deposit will be returned only after the contractor discharges his obligations.**
- e. The decision of BHEL regarding interpretation of any of terms and conditions set forth in this agreement shall be final and binding on the Contractor.
- f. Any matter arising out of or in connection with the agreement shall be under jurisdiction of Rudrapur Court.
- g. **Notwithstanding anything contained in this Agreement, the contract may be terminated by BHEL without assigning any reason thereof by giving a notice of 30 days to the contractor.**
- h. **BHEL reserves the right to terminate any one or more subgroup of activities from the six subgroups of activities mentioned in the tender at any time. Consequently the Work Order will then continue with remaining subgroups of activities.**
- i. The contract will commence on the date of award of the work order and will remain valid for a period of 02 years from the date of commencement of work. The parties reserve the right to extend the contract on mutually agreed terms and conditions.

All disputes arising in connection with the contract shall be settled by mutual consultation. If no agreement is reached the dispute shall be settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules made there under. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of the Unit. The award of the arbitrator shall be final and binding on both the Parties. The venue of the Arbitration shall be Rudrapur in India. The Award to be given by the Arbitration shall be a speaking award. All questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of Rudrapur Courts.

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

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

Dated: - 31.08.2017

CIRCULAR 039 / 2017

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

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

01. Wage Period : Monthly
 02. Working Hours : 8 Hours/day
 03. Payment Date : 7th day of next month
 04. Date of unpaid wage : 8th day of next month

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

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

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

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

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

Vasthali
 (Himanshu Martolia)
 Sr. Executive (HR)

Distribution:-

- GM (CFP)-for kind information.
- AGM (Ops/BDC) -for kind information.
- All HODs.
- All Notice Boards/Incharge (Security Gate)
- All Contractors/Concerned file.