

HUMAN RESOURCE MANAGEMENT

CONTRACT LABOUR CELL

NO.BP/HR/CLC/2012 03.05.2012

CONTRACT LABOUR DEPLOYMENT 2012

NEW CLAUSES TO BE INSERTED IN GENERAL TERMS AND CONDITIONS OF WORKS CONTRACT

Qualification/skill requirements

1. Wherever estimates of skilled operators are made, the work order shall state specifically the need for providing ITI qualified labour.

[Note- In case of newly deployed contract labour for skilled job, ITI qualification is mandatory whilst for those who have skilled work experience but no ITI qualification, at least three years skilled work experience as ascertained by HoD shall be necessary for future deployment. In other cases not meeting above criteria, the estimation shall be done on the basis of semi-skilled labour. In the works contract document, it shall be specifically provided that BHEL reserves the right to reject any labour technically unsuitable.]

The following shall be specifically mentioned in the General Terms & Conditions of tender: -

2. Attendance record of contract workers - "The contractor should maintain an Attendance Register against each work order in respect of the contract labourers deployed by him in that department. The contractor shall record the daily attendance of the workers. The register shall bear the daily signature of contract workers & contractor. The register shall at all the times of work, be available at the place of work/deptt. Attendance register shall be maintained in the format of Form No XVI as per CL (R&A) Central rules 1971 and available on CLC web page. If during any inspection, the attendance register is not found at the place of work, the contract is liable to be short closed/ terminated. "
3. Wage record of contract workers - "The contractor should maintain a Wage Register against each work order in respect of the contract labourers deployed by him in that department. Wage Register shall be maintained in the format of Form No. XVII/XVIII as per CL (R&A) Central Rules 1971 and available on CLC web page. The Wage Register shall be based on the Attendance Register as mentioned above. The Contractor shall issue Wage Slip to each contract worker, every month on the last day of the wage month. Wage slip shall be as per the CLC format available at CLC Web page. The Contractor shall pay wages not later than 7th of the succeeding month. The Wage Register shall bear the PF and ESI nos. of the workers."
4. Compliance of PF/ ESI deductions - "The Contractor shall file the electronic return of PF/ ESI and submit proof of payment of both the employer's and employees' contributions every month. (PF has to be remitted by 15th and ESI by 21st of the succeeding month.) Contractor shall submit the challan along with copy of a self certified list of contract workers (bearing their names and PF/ESI no. and deductions made) for whom the contribution has been submitted by him for the said period. Such list shall be displayed in the notice board of the department."
5. ESI card based Labour Entry - "Only those workers shall be allowed entry into Factory premises who have valid ESI card."
6. Uniform, shoes & helmet for contract workers- "In the first month of the execution of work order the contractor shall provide uniform, shoes & helmet to his workers and provide an undertaking on this regard to the department and the first bill shall be processed only on the production of the undertaking. In case of non-compliance beyond second month the contractor shall be issued notice of termination of contract."
7. Supervision of Contractor labour- "The contractor should provide for at least one identified supervisor per shift. All issues regarding discipline at the works like work allocation, early exit, snacks distribution etc. are to be supervisor's personal responsibility. "

8. Contract labour accidents while at work:-“In case of medical emergencies faced by contract worker at work, medical facilities in the interest of the well-being of the worker shall be provided by BHEL. The decision of the doctors attending the emergency shall be final and binding. The cost incurred shall be deducted from the bills of the contractor. The Contractor shall complete the ESI formalities and BHEL shall submit claim of reimbursement of medical expenses to ESI. The amount reimbursed by ESI shall be paid back to the contractor.”
9. Prohibition on influencing and interfering on behalf of contractor-“The Contractor shall neither try to influence, chase or interfere into the working of BHEL officials nor engage BHEL employee or any other third person for the same. In case such incident does occur, it may lead to disqualification/debarring from the contract. Any contractor shall be debarred from consideration if any of his relations is working in the product/functional group in which the contract is being issued. Before issuing tender form to any contractor for limited tender enquiry a confirmation has to be given by contractor that none of his relations are working in that product/functional group.”
10. In case of open tender, a clause shall be inserted in the tender condition which disqualifies a tenderer from participating in any tender where his relatives are working.
11. First and Final Bill to be cleared only after submission of Form VI A & VI B:
“Contractor shall within 5 days of commencement /completion of Work Order submit Form VI A to RLC office. Contractor shall submit a copy of Form VI A bearing the receipt seal of RLC office to HR department. The first and final bill shall be processed only on clearance regarding submission of Form VI A and VI B by contractor. New Work order no. shall be allotted only after the contractor concerned furnishes copy of Form VI A regarding the closure of the earlier contracts (if any). “

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BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL
HUMAN RESOURCE MANAGEMENT- CONTRACT LABOUR CELL

HR/CLX/2014-15/

Date: 29/05/2014

Sub: Works Contract Management – issues and new clauses to be inserted in NIT

Meeting on the subject was held on 28.05.2014 which was chaired by the Executive Director and attended by General Managers, contracting executives of departments and various contractors dealing with works contract in BHEL, Bhopal. Subsequent to the discussion in the meeting, it has been decided to implement the following: -

1. In Product groups, Works Contract will be allowed only in shop floor related activities, after full utilisation of existing manpower and society labourers.
2. For all type of works like data-entry, clerical and office work, BLEW will be the sole agency.
3. In the absence of a valid Work Order / LOI, no work shall commence/continue. HR shall not allow permission for gate entry in the absence of a valid work order/LOI.
4. Statutory compliances are mandatory. Non compliance of statutory provisions may lead to cancellation of tender / blacklisting of contractor. This will be part of terms and conditions of the tender. A summary of the important statutory requirements is hosted at Contract Labour Cell [CLC] web page. Other important related directives are as under: -
 - 4.1. Wages and wage sheet- Non receipt of payment from BHEL or any other unsettled issue with BHEL or any other entity shall not be a pre-condition for payment of wages. Complaints of short payments and non-payment of wages shall be viewed seriously and may result in cancellation of tender and penal action including blacklisting. Entry with pencil or blank spaces in wage sheet shall not be acceptable. If a contractor has two or more contracts, the name of a worker shall appear in only one wage sheet for a given period. Contractor shall make efforts to provide PF and ESI no. of their workers on the wage sheet itself.
 - 4.2. PF and ESI- Contractors shall provide annual statement of PF to their workers to enable them to know their PF balance status. In case of change of contractor, the previous contractor shall immediately facilitate in filling of Form No 13 for smooth transfer of PF to the new account. In case of termination of service of contract labour, Form No. 19 should be immediately filled by the contractor for settlement of PF dues. Before generating ESI no. for a contract labourer, the contractor should ensure that the labourer does not have an existing ESI no. Cases have been reported wherein a worker has been allotted two or more ESI nos. causing non continuity of insurance and thus denying benefits under the Act to the workers.
 - 4.3. Accidents: - In case of accidents, the contractor or his supervisor should be present to facilitate completion of formalities. Detailed guidelines for treatment at Kasturba Hospital in case of emergency are hosted at CLC web page.
 - 4.4. Bonus: - For contracts terminating before 30th Nov., contractors should pay the bonus before the final bill is cleared.



- 4.5. Leave: - In case of workers who have worked for 240 or more days in the preceding year, annual leave with wages @ one day for every 20 days worked and 07 days Casual leave is to be provided. For all works contract labourers eight days paid holidays are to be provided in a year.
- 4.6. Overtime- Maximum overtime permissible is 50 hours in a quarter. In case of overtime, contractor should ensure that payment is made at double the rate of normal wage. In case of working on Sunday, contractor should ensure that a weekly holiday is given to the worker.
- 4.7. Contribution to welfare fund- Contractor should ensure that half-yearly contribution to M.P Labour Welfare Fund is deposited [@ Rs. 30/- (by contractor) per person and @ Rs. 10/- (by worker) per person]. Many welfare facilities like student scholarship, distribution of notebooks at subsidised rates, monetary help for daughter's marriage, widow pension, vocational training etc. flow from this fund.
5. Inspections- During inspection (by PF / ESI or Labour authorities), contractors should make themselves available for inspection of their records and cooperate with authorities and BHEL. Contractors should provide correct and complete information of their workers to all the authorities. They should keep all the registers and forms updated.
6. Uniform and shoes are to be provided necessarily to the contract labourers and this has to be ensured by the contractor. In case of non-compliance, bills will not be cleared / contractor shall be issued notice of termination of contract. Contractors should also ensure that their workers wear helmets and use necessary PPEs while at work.
7. Supervision- Contractor is required to supervise the work of his workers at workplace. If he is unable to do so, then he may deploy sufficient no. of supervisors who can supervise on his behalf. Contractor should provide at least one identified supervisor per shift for supervision of contract labours' work in the shop. All issues regarding discipline at the works like work allocation, early exit, snacks distribution etc. are responsibility of contractor's supervisor.
8. Contractor should get the police verification done in respect of his labourers. The contractor has to undertake personal liability for the conduct and character of his labourers. Contractor should provide C & A (character and antecedents) certificates from the Thana or else receipt of list filed with Thana for verification of C & A. This shall be required before the first bill is cleared.
9. Smart cards and Etokens- Smart Cards have been issued to the contractors for bringing workers inside the factory. Contractor has to ensure that the cards are not misused. Impersonation or holding back the cards and not returning the same to CLC in case of expiry of the validity or discontinuation of the service of the worker is totally unwarranted. Smart Card is issued to a worker for a particular work order only. Worker should not be deployed for any work other than the one for which he has been issued the smart card. E-Token has been created as a stop gap arrangement to ensure that the worker can enter the factory till he gets a smart card. Tendency to repeatedly renew the e-token and not get the smart cards should be prevented. Contractor has to issue the e-tokens to the workers before the start of the shift and collect it back at the end of the shift.

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Only required quantity of smart cards and e-tokens should be requested. Hoarding of cards creates scarcity and incurs unnecessary cost. Departments should ensure that their contractors get smart cards within 15 days beyond which Etoken shall not be issued.

10. Only ITI qualified workers will be allowed to be deployed in work orders requiring skilled worker in manufacturing activities. This condition shall be inserted in NITs for works contract.
11. Wages shall be paid through bank account for all contracts of 06 months or more duration. This condition shall be inserted in NITs for works contract.
12. Contractor shall neither try to influence, chase or interfere into the working of BHEL officials nor engage BHEL employee or any other third person for the same. In case such incident does occur, it may lead to disqualification/debarring from the contract. Any contractor shall be debarred from consideration if any of his relations is working in the product/functional group in which the contract is being issued. Before issuing tender form to any contractor for limited tender enquiry a confirmation has to be obtained that none of his relations are working in product/functional group. In case of open tender, a clause shall be inserted in the tender condition which disqualifies a tenderer from participating in any tender where his relatives are working.
13. Contract workers up to the age of 65 years would only be permitted inside factory area. Contractors above 65 years of age will not be given vehicle permission.
14. Contractors shall present the bill within reasonable time. Bill pertaining to period more than three months old shall not be cleared by CLC. Such bills will require specific approval of GM (HR) for clearance. Bills more than 06 months old will be cleared after bringing the same to the notice of ED.
15. System of job cards for works done under works contract shall be strictly adhered to.


(K K Nair)
AGM (HR)

To

1. All GMs/DROs
2. All HoDs
3. CLC- for uploading on CLC webpage

Copy to:

SA to ED – for kind information of ED.