STEAM TURBINE MANUFACTURING

DETAIL MACHINE SHOP

TENDER ENQUIRY NO: STM/WC/DMS/1920/LATHE, DATED: 22/01/2020

ANNEXURE – VII GENERAL TERMS AND CONDITIONS

1) GENERAL TERMS AND CONDITIONS :

1.1) DEFINITIONS:

1.1.1) ñBHELò Shall mean Bharat Heavy Electricals Limited, a Company registered under the Indian Companies Act, 1956 with its Registered Office at BHEL House, Shri Fort, New Delhi, Pin-110049 through its office at Piplani, Bhopal-462022 or its authorized Officers or its Engineers or other employees authorized to deal with any matters with which these persons are concerned in its behalf.

1.1.2) ñAccepting Authorityò shall mean the Head of the STM ï Machine shop or any other person authorized by him.

1.1.3) ñContractorò, Tenderer shall mean the individual or firm or company whether incorporated or not, undertaking the work & shall include legal representatives of such individual or persons composing such firm or incorporated company or successors of such person, as the case may be and permitted of such individual or firm or company.

1.1.4) óóContractò or ñContract Documentò shall mean and include the agreement, the work order, the accepted appendices of rate, schedules of quantities, if any, General terms & Conditions of the Contract , Special Conditions of the contract, Instructions to Bidders, drawings, technical specifications, if any, & the letter of Intent / acceptance letter issued by BHEL. Any conditions or terms stipulated by the bidder in the tender documents or subsequent letters shall not form part of the contract unless specifically accepted in writing by BHEL in the letter of intent and incorporated in the work Order.

1.1.5) óLetter of intentô shall mean the intimation by a letter / telegram / fax to be the tenderer that the tender has been accepted in accordance with provision contained in that letter. The responsibility of the contractor commences from the date of issue of this letter and all the terms and conditions of the contract are applicable from this date.

1.1.6) ñDayò shall mean a day of 24 hours from midnight to mid night, irrespective of the number of hours worked in that day.

1.1.7) A week shall mean seven days without regard to the number of hours worked in any day in the week.

1.1.8) ñWorkò shall mean work to be executed in accordance with contract or part(s) thereof as the case may be and shall include all extra, additional, altered or substituted Work or temporary & urgent work as required for performance of contract.

1.1.9) ñSection Engineer-in-Chargeò shall means the officer BHEL Shop Engineer/Shop in-charge/Concerned Authority appointed by the Accepting Authority, who shall instruct/direct, approve & be in-charge of work for purpose of contract.

2) CONTRACT DOCUMENTS:

2.1) The contractor shall be furnished free of charge, two Certified true copies of the contract documents. He shall keep one copy of this document on the site in good order, and the same shall as all, reasonable times, be available or inspection and use by the In-charge, his representatives or by other Inspecting Officers.

2.2) None of the documents shall be used by contractor for any purpose other than that of this contract.

2.3) The contractor shall take necessary steps to ensure that all persons employed on any work in connection with this contract have noticed that Indian Official Secrets Act, 1923, applies to them and shall continue so to apply even after the execution of such work under the contract.

3) WORK TO BE CARRIED OUT :

The detail scope of work (Annexure II) is provided with contract document. The tools and tackles required to carry out work will be provided by BHEL.

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4) INSPECTION OF WORK BEFORE SUBMISSION OF TENDER :

The contractor shall examine the quantum of work and shall satisfy himself before submitting his tender. He shall himself asses the requirement of materials, contingencies and other circumstance which may affect or influence his tender, no extra charges on any misunderstanding or otherwise shall be allowed

5) SUFFICIENCY OF THE TENDERERS:

The contractor shall be deemed to have satisfied himself before tendering as to correctness and sufficiency of his tender, the work and prices. This shall except as otherwise provide all obligations under the contracts all matters and things necessary for the proper completion and maintenance of the works.

6) DISCREPANCIES AND ADJUSTMENT OF ERRORS :

The several documents forming the contract are to be taken as mutually explanatory of one another. If there are varying or conflicting provisions made in any document forming part of contract, the accepting authority shall be the deciding authority with regard to the intention of the document. Any error in description, quantity or rate or any omission these form shall not initiate the contract or release the contractor from execution of whole or any part of work comprised. These are according to drawings & specification or from any of his obligation under the contract.

7) EARNEST MONEY DEPOSIT :

: 7.1 Earnest Money is to be paid by each Tenderer along with the tender documents in a separate sealed envelope. Amount of earnest Money deposit shall be Rs.20700/- (Twenty Thousand Seven Hundred Only) The EMD may be accepted only in the following forms:

i) Cash deposit as permissible under the extant Income Tax act (before tender opening)

ii) Electronic fund Transfer credited in BHEL account (before tender opening)

iii) Bankerôs cheque/Pay order/Demand draft, in favour of BHEL(along with offer)

iv) Fixed deposit Receipt (FDR) issued by scheduled Banks/Public financial Institutions as defined in the companies Act (FDR should be in the name of the Contractorôs a/c BHEL)

In addition to above, the EMD amount in excess of Rs 2 Lakh may also be accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for atleast 6 months.

Link for submission of online EMD: https://www.bhelbpl.co.in/qcins/iccs.htm

In the absence of submission of EMD, the offer will be summarily rejected. Party may deposit one time EMD of Rs. 5 Lakhs instead of above.

7.2 EMD by the Tenderer will be forfeited as per tender documents. If:

i) 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.

ii) The contractor fails to deposit the required security deposit or commence of the work within the 15 days from issue of work order.

7.3 EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under t6he provisions of extant ñGuidelines on suspension of business dealings with contractorsò and forfeited/released based on the action as determined under these guidelines.

7.4 EMD shall not carry any interest.

7.5 EMD of successful tenderer will be retained as part of security deposit.

7.6 MSME firms are exempted from Tender fee & EMD.

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8.0 SECURITY DEPOSIT:-

Security Deposit means the security provided by the Contractor towards fulfilment of any obligations in terms of the provisions of the contract.

8.1) 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.

8.2) Modes of deposit:

The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:

i) Cash (as permissible under the extant Income Tax Act)

ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer 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)

8.3) The Security Deposit may be waived or amount reduced in following cases with the approval (before tendering) of the Head of the Contracting deptt., not below the rank of AGM:

a) Joint Venture or Subsidiary companies of BHEL

b) Central/ State PSUs/ Government deptts

c) Autonomous/ Educational/ Research institutions

d) Hiring of expert services

e) Repair/ Maintenance of equipments by OEMs/ OESs

f) Rental/ Lease/ Hiring of Premises/ Vehicles/ Office equipment etc. where ownerôs/contractorôs assets are being let out to/ used by BHEL

g) Catering, Horticulture, Sanitation and Courier services for contract value upto ` 5/-lakhs;

The Security Deposit may be waived or amount reduced in other cases for reasons to be recorded with the approval (before tendering) of the Unit Head (Site-in-charge, in case of small value works covered under clause 16.0).

(The requirement of Security Deposit or otherwise, as the case may be, shall be clearly specified in the tender conditions).

8.4)Collection of Security:

At least 50% of the required Security Deposit, including the EMD, should 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.

The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of the authority competent to award the work.

(Note: In case of (a) small value contracts not exceeding 20 lakhs or (b) SAS jobs, work

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can be started before the required Security Deposit is collected. However, payment can be released only after collection/ recovery of initial 50% Security Deposit).

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

8.6) The Security Deposit shall not carry any interest.

9) TIME AND EXTENSION FOR DELAY:

The time allowed for execution, which shall be mutually agreed between BHEL and contractor, and mentioned in Work Order, along with these conditions shall be of the essence of the contract. The execution of work shall commence immediately and not later than 15th day after the date on which the In-charge issues written order to commence work or from date of handing over the plan whichever is later unless specified otherwise elsewhere. If contractor commits default in commencing the execution of work as aforesaid, Company/Corporation shall without prejudice to any other right or remedy will be at liberty to cancel the order and forfeit the earnest money/ Security Deposit.

9.1) As soon as possible after the contract is awarded, the Section Engineer-in-charge and the contractor shall agree upon a time and progress chart. The chart shall be prepared in direct relation to the time stated in the contract document for completion of work. It shall indicate forecast of dates of commencement & completion of various activities to be done for completion of work as per contract. This may be amended as necessary by agreement between Engineer-in-charge & contractor within limitations of time imposed in contract document & further to ensure good progress during execution of work.

9.2) If the work is delayed by :

a) Force majeure, or
b) Serious loss or damage by fire, or
c) Delay on the part of other contractor or company/ corporation in executing work not forming part of contractor.
d) Non-availability / release of the machines which is in the responsibility of company / corporation or
e) Any other case, which is in the absolute discretion of the accepting authority and is beyond contractorôs control.

Then upon the happening of any such delay, contractor shall immediately give notice thereof in writing to the Engineer-in-charge but shall never lose constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-charge to proceed with the work.

9.3) Request for extension of time to be eligible for consideration shall be made by the contractor in Writing within seven days of the happening of the event causing delay. The contractor may also, if Practicable, indicate in such a request the period for which the extension is required.

9.4) The accepting authority may give a fair and reasonable extension of time for completion work. Such Extension shall be communicated to contractor by Engineer-in-Charge in writing within the month of the date of the receipt of such request.

10) INSPECTION AND APPROVAL :

10.1) All work comprising of more than one process shall be subject to Examination and approval at each stage thereof and the contractor shall give due notice to the Engineer-in-charge and QST when each stage is ready.

10.2) No work shall be covered up or put out of view without the approval of Engineer-in-charge or his representative and the contractor shall afford full opportunity for examination of any work, which is about to be covered up or put out of view. In the event of the failure of the contractor to do as aforesaid, if required by Engineer-in-charge he shall uncover such work at contractorôs own expenses.

10.3) Company officer concerned with the contract shall have powers at any time to inspect and examine any part of the work and the contractor shall give such facilities as may be required for such inspection and examination.

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11) COMPENSATION OF DELAY :

11.1) The decision of BHEL regarding interpretation of any terms and conditions set forth in the agreement shall be final and binding on the contractor. In case the contractor does not carry out the contractual / statutory obligations or the services rendered by him are found to be unsatisfactory or delay in execution of work, same will be brought to his notice first to rectify the deficiency / anomaly with in 15 days time failing which BHEL reserves the right to impose penalty of 0.5 % of the contract value per week up to a maximum of 10 % of works contract value and GST on penalty will charged extra OR terminate the contract without assigning any reason whatsoever. In such an event, no damages will be payable for short closure of the contract.

12) CONTRACTOR'S LABOUR / WORKER WHILE WORKING INSIDE :

12.1) The contactor should follow the prevailing industrial / labour laws as amended from time to time and shall also take all safety measures required during the execution of this order. The contractor shall provide all safely appliances required to his workmen deployed on job and shall ensure the use of the same meticulously.

12.2) The Contractor shall be fully responsible for the performance of the equipment and workmen deployed by them. The work shall be executed strictly in accordance with the directions and instructions which shall be given to the Contractor by the BHEL from time to time.

12.3) In the first month of the work order the contractor shall provide uniform,shoes,safty-belt and helmet to workers and provide an undertaking on regard to the department.

a) HOD shall endorse and ensure the undertaking.

b) Finance shall process the first bill only on the production of the undertaking.

c) In case of non-compliance beyond second month the contractor shall be issued notice of termination of the contract.

d) Contractor shall neither try to influence, chase or interfere into the working of BHEL officials no engage BHEL employee or any other third person for the same. In case such incident does occur, this may lead to disqualification / debarring of the contract.

13) PROVIDING WORKMEN & SUPERVISORY PERSONNEL :

The Following are the responsibilities of the contractor in respect of observance of local laws, employment of personnel, payment of taxes etc. :-

13.1) The contractor shall engage sufficient staff to deliver the job at required pace with quality and safety. If unskilled workers are required to be engaged , the same shall be engaged, as far as possible, from local areas in which the work is being executed. Claim for idle labour/machinery due to non-issuance of passes for entry into factory premises will not be entertained as the primary responsibility lies with the contractor for arrangement of gate passes for their workmen and equipment /vehicle. The contractor is supposed to take advance action in this regard. During the continuance of this contract, the contractor shall have due regard to all local festival, religious events and other customs, in all his dealings with the local labour for the time being employed on or in connection with the work.

13.2) The Contractor shall comply with all local, state and central laws, statutory rules, Regulations etc. such as the payment of wages Act, the Minimum Wages Act, The Workmenôs Compensation Act, The Employers Liability Act, The Industrial Disputes Act, The Employees Provident fund Act , Employees States Insurance Scheme, The Contract labour (Regulations and Abolition) Act 1970 and other Acts. Rules and Regulations for labour as may be enacted by the Government during the tender of the contract and Having force or jurisdiction at work site.

13.3) The Contractor, in event of the contact engaging 20 or more workmen, shall obtain independent license under the Contract Labour (Regulations and Abolition) Act,1970 from the concerned authorities based on the certificate (Form v) issued by the Principal employer.

13.4) The contractor shall pay taxes, frees, license charges which may be him or otherwise as deemed fit.

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13.5) All safely rules and codes applied by BHEL shall be observed by the contractor and his workmen without exception. The contractor shall be responsible for the safety of the equipment/material and work to be performed by him. The contactor shall be responsible for proper accommodation including adequate medical facilities for the personnel employed by him.

13.6) The contractor shall ensure that no damage is causes to any person/any existing work/property of BHEL/other parties working inside the factory. If any such damage is caused, it shall be the responsibility of the contractor to make good the losses and compensate the affected parties at his own cost.

13.7) All the properties/equipment/components of BHEL loaned with or without deposit, to the contractor shall remain the properties of BHEL. The contractor shall use such properties for the purpose of execution of this contract. The contractor shall return them in good conditions as and when required by BHEL. In case of non-return, loss, damaged, repairs, etc., cost thereof, as may be fixed by the Engineer, will be recovered from the contractor.

13.8) The contractor shall fully indemnify BHEL/its customer against all claims of whatever nature arising during the course of execution of this contract due to the acts of contractor/his personnel.

13.9) In case the contractor is required to undertake any work outside the scope of this contract, the amount payable shall be mutually agreed upon.

13.10) The Contractor will be directly responsible for payment of wages to his workmen. A pay-roll sheet giving details of all payments made to the workmen duly signed by the contractorôs representative be furnished to BHEL for record purpose.

13.11) In case there is no specification laid down in the contract for a class of work, such work shall be carried out in accordance with the instructions and requirements of the Engineer.

13.12) Contractor shall not stop work or abandon the site for whatsoever reason or dispute, exception for force majeure conditions. All problems/dispute shall be separately discussed and settled without affecting the progress of work Stoppage or Abandonment of work, other than under force majeure condition, shall be treated as breach of contract and dealt with accordingly.

13.13) The contractor shall furnish fortnightly labour deployment report indicating the classification and number of workmen engaged, date-wise and category wise.

13.14) Gate Pass for entry into BHEL Factory would be required for all the persons deployed by the contractor, Special permission would be required for working beyond normal working hours. The contactor shall be arranging the passes and working permission beyond normal working hours on their own. BHEL Engineer shall provide necessary help and guidance for the same. Normal working hours in the plant is 8 hours.

13.15) The contractor has to ensure that the people deployed by them restrict their movement in that area earmarked. For movement in area other than earmarked prior permission of BHEL Engineer is required. The contractor shall abide by all rules and regulations of BHEL Bhopal.

14) CONTRACT AGREEMENT :

Successful (Contractor) has to enter in to contract agreement with BHEL on Non-judicial stamp paper within 15 days of the award of the contract. The cost towards agreement shall be born by the contractor.

15) TERMS OF PAYMENT :

Payment to the contractor will be on monthly basis as per actual technological hours completed under works contract. Contractor shall submit running bills on the basis of Technological hours completed. Penalty, if any, shall be deducted from running bills by Engineer in-charge.

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16) GST Clause

16.1. Wherever bidders are required to supply service at project site party has to submit GST registration no.of the statein which project site is located along with copy of registration certificate at the time of submission of Bid. in case the same is not available at the time of submission of bid, the contract has to give an undertaking that same will be arranged before award of work order.

16.2. HSN Code/SAC, rate of tax under GST and applicable GST (IGST,CGST/SGST/UTGST) and GSTIN shall be Cleary mentioned by the Bidder.

16.3 GST portion of the invoice shall be released only upon:-
16.4 All invoices raised by contractors/vendors must be GST compliant Tax invoices as per GST invoice rules.
16.5 Contractor declaring such invoice in his GSTR-1 or any modified return as notified by government
16.6 Receipt of goods/services and Tax Invoice by BHEL and
16.7 Confirmation of payment has to submit BG of contractor on GSTN portal.
16.8 Alternatively, contractor has to submit BG of appropriate valve which shall be valid at least one month after the contractor has to confirmation of date of payment of GST by contractor on GSTN portal and receipt of Tax invoice and receipt of services whichever is later .contractor has to give an undertaking in this regard.
16.9 Contractor has to give an undertaking to BHEL that have they have declared invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL.
Payment to contractor for GST portion will be released only after completion of above activity and on availment of ITC by BHEL.
16.10 in case GST credit is delayed/denied to BHEL due to non/delayed receipt of services/goods and /or tax invoice or expiry of the timeline prescribed in GST Law for availing such ITC or any other reasons m=not attributable to BHEL GST amount shall be recoverable from the contractor along with interest levied / leviable on BHEL.

Reverse Charge under GST

16.11 In respect of services, reverse charge liability shall arise at the earliest of date of payment to service provides or 60 days from the issue of invoice by service provide. Contractor has to submit bill for payment within 30 days from the date of invoice. Any interest or penalty implications attributable to the contractor shall be recovered from them.

16.12 Any GST liability arising on BHEL under reverse charge before actual receipt of goods and / or invoice thereof would be subject to recovery of interest leviable for the period between the date of such liability and actual date of eligibility of ITC based on receipt of goods receipt of invoices and other condition specified to the GST Law.

17) RIGHTS & OBLIGATION OF BHEL :

17.1) 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.

17.2) If the Contractor commits default in complying with any of the terms conditions of the contract and does not remedy it or take effective steps to remedy in within three days after a notice in writing is given by Section Engineer-in-charge failing which BHEL reserves the right to terminate the contract without giving any reasons thereof.

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17.3) Cancellation of contract may be either for whole or part of contract at BHELôs option. In 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 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 extent not terminated under provision of this clause.

17.4) The decision of BHEL regarding interpretation of any terms and conditions set forth in the Agreement shall be final and binding on the contractor.

The award of the arbitrator shall be final and binding on both the Parties. The venue of the Arbitration shall be Bhopal in India.

17.5) 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 Bhopal Courts.

18) ARBITRATION:-

18.1 All disputes between the parties to the Contract arising out of or in relation to the Contract, other than those for which the decision of the Engineer in the Contract or any other person is expressed to be final and conclusive, shall after written notice by either party to the contract to the other party, be referred to sole arbitration of the General Manager or his nominee. The Arbitration shall be conducted in accordance with the provisions of the Indian Arbitration and Reconciliation Act, 1996.

18.2 The parties to the Contract understand and agree that there will be no objection that the General Manager or the person nominated as arbitrator had earlier in his official capacity directly or indirectly dealt with the matters to which the Contract relates or that in the course of his official duties had expressed views on all or any matters in dispute or difference. The award of the arbitrator shall be final and binding on the parties to this contract.

18.3 The arbitration proceedings shall be held at Bhopal.

19) MODEL CONCILIATION CLAUSE FOR CONDUCTING CONCILIATION PROCEEDINGS UNDER THE BHEL CONCILIATION SCHEME, 2018

The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract or the Memorandum of Understanding (delete whichever is inapplicable), which the Parties are unable to settle mutually), arise inter-
se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.

Notes:

1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.
2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996.

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20) DOS AND DON'TS FOR WORKS CONTRACTS INSIDE THE FACTORY AS PER CONTRACT LABOUR CELL NO. BP/HR/2012 03.05.012 :

19.1) wherever estimates of skilled operators are made, the work order shall state specifically the need for providing ITI qualified labour. In case of new contract labour deployed for skilled job, ITI qualification shall be 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 reserve the right to reject any labour who is technically unsuitable.

21) ATTENDANCE RECORD OF CONTARCT WORKERS:

21.1) Contacting authority should ensure that each contractor maintain an Attendance register against each work order in respect of the contract laborers deployed by him in that department. The contractor shall record the delay attendance of the workers.
21.2) The register shall bear the daily sign. Of contract workers & contractor.
21.3) The register shall at all the times of work be available at the place of work/deptt.
21.4) Shop In-charge shall ensure that such attendance registers are maintained by the contractor and made available when required by Inspection agencies. The supervisor of the contractor may also be instructed accordingly. The department representative of the concerned work order shall from time to time inspect the attendance Register to ascertain the veracity of the entries made there in.
21.5) The General Terms and Conditions part of the contract shall include the condition. If during any inspection, the attendance register is not found at the place of work, the contract is liable to be short closed / terminated.ôô
21.6) 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.

22) WAGE RECORD OF CONTRACT WORKERS :

22.1) Contracting authority should ensure that each contractor maintains a Wage Register against each work Order in respect of the contract labourers deployed by him in that department.
22.2) Wage Register shall be maintained in the format of Form No. XVII/XVII as per CL (R&A) Central Rules 1971 and available on CLC web page.
22.3) The Wage Register shall be based on the attendance Register as mention above .
22.4) Every contractor shall issue Wages 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.
22.5) The Contractor shall pay Wages not later than 7th of the succeeding month, any default on this has Serious legal complications including prosecution and payment of fine (up to 10 times). Situation with respect to each work order has to be reviewed every month.
22.6) Contracting authority to ensure that the Wage Register shall bear the PF and ESI nos. of the workers.

23)COMPLIANCE OF PF / ESI DEDUCTIONS :

23.1) Contractor shall file the electronic return of PF /ESI and submit proof of payment of both the employers and employees contributions every month.(PF has to be remitted by 15th and ESI by 21st of the succeeding month.
23.2) Contractor shall submit the challan along with copy of a self-certified list of contract workers of the work order bearing their names and PF/ESI no. for whom the contribution has been submitted by him for the said period.

23.3) Department after verifying that the contributions of the workers have been deposited by the contractor, shall forward the PF/ESI challans along with the wage bill and the covering certificate as is in practice to Finance department along with bill through HR department for verification of PF/ESI compliance.
24.4) Finance department shall insist on copy of PF/ESI challan before clearing the bill.
24.5) The department shall put on notice board a list prepared by the contractor indicating the PF & ESI deductions made each month from the wages paid to the contract labourers.

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25) ESI CARD BASED LABOUR ENTRY :

25.1) Only those workers shall be allowed entry into Factory premises who have valid ESI card.
25.2) CISF personnel at the gates shall verify that the workers entering inside the factory are carrying valid ESI cards.

26) COMPLIANCE OF WEARING UNIFORM, SHOES ,SAFELY-BELTS & HELMET BY CONTRACT WORKERS :

26.1) In the first month of the execution of work order the contractor shall provide uniform, shoes, safety-belt & helmet to his workers and provide an undertaking on this regard to the department.ò
26.2) HOD shall endorse the undertaking after during verification of compliance.
26.3) Finance shall process the first bill only on the production of the undertaking.
26.4) In case of non-compliance beyond second month the contractor shall be issued notice of termination of contract.

27) 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 supervisorõs personal responsibility.

28) CONTRACT LABOUR ACCIDENT 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 doctor attending the emergency shall be final & 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.ò

29) 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 as confirmation has to be given by contractor that none of his relations are working in that product/functional group.ò

30) 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).ò

31) JURISDICTION :

The jurisdiction in all cases shall be at Bhopal.

32) HEALTH AND SAFTEY COMPLIANCE :

STATUTORY SAFETY CLAUSES APPLICABLE TO CONTRACTORS FOR CARRYING OUT WORK INSIDE BHEL BHOPAL ON WORKS CONTRACT

32.1) It is the responsibility of the contractor to ensure safe working of his workers while carrying out work and should follow all Statutory Safety Precautions and rules. Contractor should provide and ensure use

of Safety Belts, Face Shield, Nose & Mouse Masks, Goggles, Glasses,Ear Plug, Welding Shields, Hand Gloves, and Safety Shoes etc. by his workers for safe working.

32.2) Contractor should engage Skilled Riggers and Slingers for handling and Shifting of Plants & Equipment and other heavy jobs. Proper size of Slings and óDô Shackles should be used in consultation with BHEL Supervisor/ Engineer. In no case under capacity or rejected or damaged Slings/ óDô Shackles should be used.

32.3) Special precautions should be taken while working at height or handling of heavy jobs. Contractor should ensure that none of his worker works at a height without using Safety Belts. Contractor himself should supervise the work while working at height or handling of Heavy Plants & Equipment and should intimate in writing to concerned BHEL Supervisor/ Engineer before commencement of work.

32.4) Contractor should ensure that none of the employees work without putting on Safety Shoes. No worker should be allowed to come inside the factory putting on Slippers or sandals.

32.5) Contractor should inform in writing concerned BHEL Supervisor/ Sr. Engineer and BHEL Fire Officer before commencement of any type of Welding work at a height or at Hazardous area where danger of catching Fire exists.

32.6) Contractor himself or any of his worker should in no case operate BHELôs EOT/ Mobile Cranes, Jumbo / Fork Lift Trucks/ Tractors and any of the Machine Tools & Equipmentôs.

32.7) In case of any Accident causing injury of casualty to any of Contractorôs worker or Contractor himself while carrying out the work, the complete responsibility lies with the Contractor. Contractor should ensure to provide immediate Medical help to his injured worker/ workers and should provide Compensation as per M. P. Govt. Workmenôs Compensation Actô1923, in case of injury or casualty causing out of accident while on work to his workers.

33) COMPENSATION CLAUSE

BHEL shall recover the amount of compensation paid of victim (s) by BHEL towards loss of life/permanent disability due to an accident which is attributable to the negligence of contractor, agency or any of its employees as detailed below.

a) Victim: Any person who suffers permanent disablement or dies in an accident as defined below.

b) 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 there to at BHEL factories / offices and precincts thereof, project execution, 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.

c) Compensations in respect of each of the victims:

(i) In the event of death or permanent disability resulting from loss of both limbs Rs 10, 00, 00/- (Rs. Ten lakh)

(ii) In the event of other permanent disability: Rs 7,00,000/- (Rs. Seven Lakh)

(d) Permanent Disablement : A disablement that is classified as a permanent total disablement under the proviso to section 1 (I) of the Employeeôs Compensation Act,1923.ò

34) STATUTORY COMPLIANCES TO BE ENSURED BY WORK ORDER ISSUING AUTHORITY UNDER WORKS CONTRACT

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

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Contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or an employer-employee relationship.`

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.

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.

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.

Contractor shall obtain Police Verification of all his workers.Contractor 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 Work order no._____ in _____(name of department).

Signature of Contractor

34.1)PAYMENT OF WAGES

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.

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.

34.2)SAFETY AND DISCIPLINARY ACTION

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 contract operating division 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.

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

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 advice of Contracting officer.

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

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shall be integral part of the uniform
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.
Contractor shall fully comply provisions of various applicable labour laws

34.3)RECORDS & INFORMATION TO BE FURNISHED BY CONTRACTOR

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

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

34.4)COMPLIANCE OF STATUTORY PROVISIONS

Contractor shall fully comply provisions of various applicable labour laws provisions of the following enactments and other enactments as applicable for such contracts.

34.4.1) Contract Labour (R&A) Act 1970 and rules 1971.
34.4.2) Payment of Wages Act.
34.4.3) Minimum Wages act 1948, M.P. Rules 1958
34.4.4) Employees State Insurance Act 1948, Rules and regulations 1950
34.4.5) Employees Provident Fund Act 1952 and Pension Scheme 1995
34.4.6) Workmen's Compensation Act 1923
34.4.7) Factory Act 1948
34.4.8) Maternity Benefit Act 1961
34.4.9) Equal Emolument Act 1976
34.4.10) M.P. Shram Kalyan Nidhi Adhiniyam 1982
34.4.11) Payment of Bonus Act 1963
34.4.12) Shop & establishment Act 1958
34.4.13) Inter State Migrant Act

34.5) STATUTORY REGISTRATIONS AND CLEARANCES

Contractor shall commence the work only after obtaining :

34.5.1)) Labour Licence
34.5.2) Provident fund code no.
34.5.3) ESI code no.
34.5.4) Registration No.
34.5.5) Notice of commencement in form 6-A & Maintain Register of workers in form 13 .

34.6)CONTRACTOR SHALL ENSURE FOLLOWING WHILE EXECUTING CONTRACT

34.6.1) Employment card as per rule no 76 of contract Labour (Regulation & Abolition) MP rules, 1973.
34.6.2) Appointment letter to his employees.
34.6.3) Annual leave with wages including EL, CL National Holiday & Festival Holiday.
34.6.4) Leave record register.
34.6.5) Shall engage only adult workers who have attained the age of 18.
34.6.6) Work to be done on second/ third shift, overtime, Sundays or on other declared holidays with written permission.
34.6.7) Obtain insurance cover for his employees / equipment's, tools etc. & third party insurance coverage at his own cost.
34.6.8) Remit Provident fund contributions in prescribed 3A & 6A forms.
34.6.9) ESI contributions in Form 6.
34.6.10) Submit challans of PF & ESI contributions every month.
34.6.11) Provide Personal protective equipment's for his employees.
34.6.12) Distribute wage slip each month to his employees.
34.6.13) Ensure payment of Statutory Minimum Wages as well as additional wages recommended by BHEL through bank account only.
34.6.14) Submit employee and employer contribution as per Shram Kalyan Nidhi Adhiniyam 1982.

34.7)PAYMENT OF WAGES ACT

34.7.1) Those engaging 100 or more workmen should submit or copy of standing orders.
34.7.2) Shall comply with the provisions of Factories Act.

Sign and seal of contractor

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34.8) ON COMPLETION OF WORK
Submit PF & inspection report.

भारत हेवी इलेक्ट्रिकल्स लिमिटेड, भोपाल
संविदा श्रमिक प्रकोष्ठ, मानव संसाधन प्रबंधन

संविदा श्रम कानून | ऑनलाइन सिस्टम्स (अन्य विभागों के लिए) | वेज हिस्ट्री | ऑनलाइन सिस्टम्स (मा.स. के लिए) | होम | English Version

- ☑ वर्क्स कांट्रेक्ट समन्वयकों की सूची
- ☑ भेल में सत्यनिष्ठा समझौते का कार्यान्वयन-एनआईटी में नया खंड की प्रविष्टि
- ☑ IOM No.AA/HR IR CL dated 17.06.16 - एनआईटी में नया खंड की प्रविष्टि
- ☑ बोनस परिपत्र में संशोधन दिनांक 18.04.2016
- ☑ बोनस परिपत्र 2015-16
- ☑ ठेका श्रम (वि. एवं उ.) अधिनियम, 1970 के अंतर्गत मुख्य नियोक्ता के लिए संशोधित दिशा-निर्देश
- ☑ ठेकेदार मे. गोपीनाथ गुप्ता पर व्यापार प्रतिबंध
- ☑ ठेकेदारों और आपूर्तिकर्ताओं के साथ व्यापार के लेन-देन हेतु दिशानिर्देश -2009
- ☑ ठेकेदारों द्वारा एमएसएमई की स्थिति और श्रेणी के संबंध में विवरण प्रस्तुत करना (ई-मेल दि. 31.08.2015)
- ☑ जिन संविदा श्रमिकों के पास पहले से ही स्मार्ट कार्ड है उनका पुलिस सत्यापन (ई-मेल दिनांक 08.08.2015)
- ☑ संविदा श्रमिकों का पुलिस सत्यापन (ई-मेल दिनांक 07.08.2015) प्रारूप
- ☑ भविष्य निधि व्यवस्थापक प्रभारों में 0.65 से 0.50 कमी प्रभावी दर 13.00%(1 जुन 2018 से लागु) NEW
- ☑ वर्क्स कांट्रेक्ट हेतु चेक लिस्ट NEW
- ☑ ईएसआई और बोनस हेतु सांविधिक वेतन सीमा परिपत्र बीएचईएल भोपाल:
  - -ईएसआई मानक नोट (01.11.2011 से प्रभावी)
  - -बोनस का भुगतान , श्रम एवं रोजगार मंत्रालय, भारत सरकार
- ☑ फार्म VII हेतु प्रारूप

कार्य आदेश के बारे में दिशा निर्देश

- ☑ कार्य आदेश का आदर्श प्रारूप

न्यूनतम मजदूरी अधिनियम, 1948 के अंतर्गत अनुसूचित रोजगारों के तहत कुशल/अर्ध-कुशल/अकुशल श्रमिकों के लिए दिनांक 01/10/2019 से पुनरीक्षित न्यूनतम वेतन दर NEW

श्रमिकों की श्रेणी	भेल द्वारा अनुशंसित दैनिक मजदूरी की दरें- भुगतान **01.10.2019** से प्रभावी NEW
कुशल	Rs.462.94
अर्ध-कुशल	Rs.441.56
अकुशल	Rs.417.32

श्रमिकों की श्रेणी	भेल द्वारा अनुशंसित दैनिक मजदूरी की दरें- भुगतान **01.04.2019** से प्रभावी
कुशल	Rs.452.94
अर्ध-कुशल	Rs.431.56
अकुशल	Rs.407.32

श्रमिकों की श्रेणी	भेल द्वारा अनुशंसित दैनिक मजदूरी की दरें- भुगतान **01.10.2018** से प्रभावी
कुशल	Rs.440.94
अर्ध-कुशल	Rs.419.56
अकुशल	Rs.395.32

श्रमिकों की श्रेणी	भेल द्वारा अनुशंसित दैनिक मजदूरी की दरें- भुगतान **01.04.2018** से प्रभावी
कुशल	Rs.438.94

Sign and seal of contractor