

A) The contractor should possess valid labour license issued by any licensing authority if he has deployed 20 or more workers in any organization.

B) After being eligible to apply as above, if the contractor is awarded the contract then he should apply for Form-V from BHEL to obtain Labour License from Appropriate Government and submit the same within one month from the date of award of contract. Till then award will be treated as PROVISIONAL.

21.1.5 The contractor shall also have to submit copy of PAN card and latest IT return.

21.1.6 The contractor must possess Service Tax Registration number under relevant code head.

21.1.7 The contractor should possess VAT/TIN Number if material is supplied/consumed. The contractor should not be disqualified from bidding in case the contractor does not have TIN No. However, he shall have to produce TIN No. before opening of Price bid.

## **21.2 APPOINTMENT AND ENTRY IN FACTORY PREMISES**

21.2.1 The contractor shall submit the following to HR through contracting department:

a. The details of the worker proposed to be deployed.

b. Police Verification Certificate by appropriate authority or Character certificate issued by District Magistrate's Office or Proof of remittance of fees for character certificate at District Magistrate's Office. Further he should submit the character certificate within 30 days failing which he will be discontinued.

c. Copy of employment card issued by contractor to his own worker.

21.2.2 After submission of documents as in Para 2.1, the contractor shall issue photo identity card to the labour and submit to HR department. This identity card shall be forwarded by HR department to BHEL Security, which shall then authorize the labour to enter the factory premises initially for a period of one month.

21.2.3 The photo identity card shall have to be revalidated in every three month on last working day of the month or any other date fixed to do so. In absence of such revalidation, duly forwarded by HR department, BHEL Security shall not allow any labour to enter the premises of BHEL CSU & FP Jagdishpur.

21.2.4 The contractor shall maintain a register of persons employed by him in the format prescribed under Rule 75 of Contract Labour (R&A) Central Rules.

**21.3 DELETED**

**21.4 DELETED**

**21.5 DELETED**

**21.6 DELETED**

**21.7 DISCIPLINE**

21.7.1 The Contractor shall be responsible for the discipline of his own staff/ laborers deployed under the service contract. In case of any loss to the BHEL CSU & FP Jagdishpur on



account of indiscipline of contract laborer then such loss shall be assessed and recovered from the running bills of the contractor or from the security deposit.

21.7.2 The contractor shall not employ any person who has not completed his 18 years of age and person who has attained 60 years of age.

21.7.3 The contractor, on advice of authorized BHEL official, shall immediately remove any person employed by him, who may in the opinion of such authorized BHEL official is involved in misconduct. Such person shall not be re-employed by the contractor without prior permission.

#### **21.8 LEAVE WITH WAGES TO CONTRACT LABOUR**

Guidelines as per UP factories Rules 1950 should be strictly observed with regard to crediting / availment of leave. Register as prescribed under the said Rules should be maintained by the contractor.

#### **21.9 SAFETY OF OPERATION**

The total safety of operation and laborers is Contractor's responsibility. Contractor should provide suitable Personnel Protective Equipment (PPE).

#### **21.10 SUPERVISION OF CONTRACTOR LABORERS:**

The contractor shall appoint one identified supervisor for monitoring and controlling of work and laborers. All issues regarding discipline at the works are to be supervisor's responsibility. The Contractor shall submit an authorization certificate to in name of his supervisor. No extra supervision charges shall be paid by BHEL.

#### **21.11 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.

#### **21.12 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."

#### **21.13 GENERAL GUIDELINES TO CONTRACTOR:**



- 21.13.1 The contractor will comply with all the provisions regarding licensing, welfare and health, procedures, maintenance of various records and registers etc., as provided under the contract Labour (Regulation & abolition) Act 1970, rules amendments, orders, notifications there under issued by the Appropriate Government from time to time. For non-compliance of any provisions, statutory compliance under law, the contractor shall be responsible for penalties levied by the appropriate authority under the Act. The contractor shall also be liable to comply with all other Labour and Industrial Laws and such other acts and Statutes (including Factories Act, Payment of Bonus Act, minimum wages Act, etc.). Depositing of ESI, PF contribution as may be applicable is the responsibility of the contractor. For any default in compliance, the contractor shall be held responsible.
- 21.13.2 The Contractor shall compensate BHEL for any loss or damage to the plant/property, material of BHEL due to his workmen/representatives' negligence or otherwise during execution of work.
- 21.13.3 All the workers should be provided with uniform & identity cards by the contractors. The contractor has to provide a distinct uniform different from BHEL employees. The Uniform shall be kept in neat, tidy & wearable condition.
- 21.13.4 The contractor shall be responsible for the good conduct of his employees.
- 21.13.5 The contractor shall be responsible for all acts and omissions of their staff and liabilities arising out of the acts and omissions of such staff shall be borne by the contractor, BHEL shall in no way be responsible for any such acts, omissions or any liabilities arising there from.
- 21.13.6 The Contractor shall arrange necessary Insurance cover/Personal Accident Policy as applicable for their staff. If any accident/injury/loss/ occurs due to the operation of any equipments, to any other persons/public and the properties of BHEL/client/other agencies/third party, the contractor shall have to pay necessary compensation and other expense, so decided by the appropriate authorities/victims.
- 21.13.7 Only the authorized staff attached to the contracted work or representative nominated by the contractor shall be allowed entry inside the company's or any other premises during the period of contract.
- 21.13.8 The persons employed by the Contractor in respect of work will treated as the authorized representative(s) and shall also be held responsible along with the contractors, for any breach of the terms and conditions as provided in this contract.
- 21.13.9 If BHEL Executive feels that the persons deployed on job are not having required skill to perform the job, the contractor will have to replace those persons by adequately trained staff.
- 21.13.10 Accident occurred during the course of company's work should be reports by the Contractors to BHEL immediately and certainly not later than 24 hours. This should be followed by a detailed report from the contractor.
- 21.13.11 The Contractor will have to indemnify BHEL against:
- All claims for injury or damage to any person or property caused by his negligence of his employees whilst in BHEL premises.
  - Observance of Labor & Industrial Laws, including regular remittance to EPF and ESI.



## BHARAT HEAVY ELECTRICALS LIMITED FABRICATION PLANT, JAGDISHPUR

- (c) All claims by way of compensation and all other types of unforeseen claims, which may arise in the period of contract.
- (d) The Contractor will accept liability for compensation in accordance with the provision of the Indian Worker's Compensation Act, 1948, amendments thereafter and or other law for the time being in force for personal injury caused to any workmen by accident arising out of and in the course of this contract.
- (e) The Contractor will indemnify the company against all payments by way of compensation or otherwise which the company may be called upon to make under the provisions of the said Acts to any workmen as aforesaid, and any cost incurred by the company in connection with any claim preferred by such workmen and or against all actions, claims and demand whatsoever in respect thereof or in respect of any loss, injury or damages whatsoever to any third person arising out or occasioned by the negligent, imperfect or improper performance of this contract by the Contractor, their workmen servants or agents.
- (f) The Company shall not be held liable for any loss, damage or compensation to third parties arising from or in relation to transport operation done by the bidder, such loss, damage or compensation shall be reimbursed by the Contractor to the company together with the costs incurred by the company on any legal proceedings pertaining there to.

The Contractor will be required to submit Indemnity Bond in favor of BHEL on a Non Judicial Stamp paper of appropriate value.

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**BHARAT HEAVY ELECTRICALS LIMITED  
FABRICATION PLANT, JAGDISHPUR**

**ANNEXURE A**

*(to be made on Bidder's letter head)*

**DECLARATION SHEET**

I / We hereby certify that, all the information and data furnished by me / us with regard to this Tender are true and complete to the best of my / our knowledge. I / We have gone through the specification, conditions and stipulations in detail and understand fully the scope of work and agree to comply with the requirement and intent of specification.

I/We, further certify that I/We am/are the duly authorized representative(s) of the under mentioned bidder and a valid power of attorney to this effect is also enclosed.

I/We, hereby declare that I/We shall treat the tender documents, drawings, specifications and other records connected with the work as secret / confidential and shall not communicate information / derived there from to any persons other than a person I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the same.

I / We hereby also give our consent in acceptance of all terms and conditions of this tender without any deviation.

**Date:**

**Name & Signature of the bidder**

**(Seal)**

A handwritten signature in black ink, consisting of a stylized 'S' followed by a diagonal line.



**BHARAT HEAVY ELECTRICALS LIMITED  
FABRICATION PLANT, JAGDISHPUR**

**ANNEXURE B**

*(to be made on Bidder's letter head)*

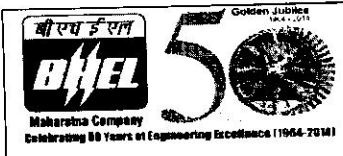
**CERTIFICATE OF DECLARATION CONFIRMING THE KNOWLEDGE OF SITE CONDITION**

I/We hereby declare and confirm that we have visited the project site under the subject given in NIT and acquired full knowledge and information about the site conditions, wage structure, industrial climate and total work involved. We further confirm that the above information is true and correct and we will not raise any claim of any nature due to lack of knowledge of site condition.

**Date:**

**Name & Signature of the bidder  
(Seal)**

A handwritten signature in black ink, consisting of a stylized 'S' followed by a diagonal line.



**BHARAT HEAVY ELECTRICALS LIMITED  
FABRICATION PLANT, JAGDISHPUR**

**ANNEXURE C**

*(to be made on Bidder's letter head)*

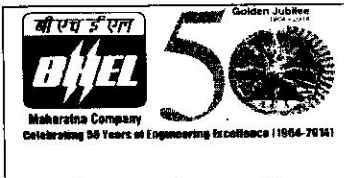
**TO WHOM SO EVER IT MAY CONCERN**

This is to certify that our firm is not blacklisted / under hold from BHEL Jagdishpur or banned by any unit/region/office of BHEL.

This is to certify that we / our firm is not guilty by a Court of Law in India for any offence involving fraud, dishonesty and moral turpitude

**Date:**

**(Signature of Authorized Signatory)**



**BHARAT HEAVY ELECTRICALS LIMITED  
FABRICATION PLANT, JAGDISHPUR**

**ANNEXURE D**

**(Certificate by Chartered Accountant on letter head)**

This is to Certify that M/S. ....  
(Hereinafter referred to as 'company') having its registered office at  
.....is registered under MSMED Act 2006, (Entrepreneur  
Memorandum No (Part-11 .....dated: .....  
Category: ..... (Micro/Small) (Copy enclosed).  
Further verified from the Books of Accounts that the investment of the company as on date  
..... as per MSMED Act 2006 is as follows:

I. For Manufacturing Enterprises: Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722(E) dated October 5, 2006 :

Rs. ....Lacs

2. For Service Enterprises: Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:

Rs .....Lacs

**(Strike off whichever is not applicable)**

The above investment of Rs ..... Lacs is within permissible limit of Rs -----Lacs for  
..... Micro/Small (Strike off which is not applicable) Category under MSMED Act  
2006.

Or

The company has been graduated from its original category (Micro/ Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is -----

---(dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide 5.0. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

**Date:**

(Signature)

Name -

Membership number

Seal of Chartered Accountant

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**BHARAT HEAVY ELECTRICALS LIMITED  
FABRICATION PLANT, JAGDISHPUR**

**Format-1**

**TECHNO-COMMERCIAL BID FORMAT**

**TABLE-I**

Sl. No.	Description	Please Fill
1	Name of the Firm (Bidder)	
2	Address of the Firm (Registered Office)	
3	Name of Contact Person	
4	Contact Numbers	
5	Fax No., if any	
6	Email ID	

**TABLE-2**

Sl. No.	Description	YES / NO	Remarks
1	Earnest Money Deposit (EMD)		D.D. Number & Date.....
2	Tender Document Cost		D.D. Number & Date.....
3	Signed and stamped copy of tender documents		Signed and stamped Copy of NIT, Section -I & II of BHEL tender documents to be enclosed as a token of acceptance of all terms and conditions of the tender
4	Un-Priced bid ( <i>Price bid format without prices</i> )		Signed and stamped copy Blank price bid to be submitted
5	Documents against Qualifying Requirements		Signed and stamped copies of all documents as asked under qualifying criteria of the tender to be enclosed
6	Authorization for signing Tender Documents		Valid copy of power of attorney / authorized signatory to be enclosed as a proof of authorized representative of the firm
7	Signed and stamped copies of all Annexures		Signed and stamped Copies of all Annexures A, B, C & D (D if applicable) to be submitted on firm's letter head
8	Labour License Number		Copy of the License to be enclosed
9	PF Code Number		Copy of the Certificate to be enclosed
10	ESI Code Number		Copy of the Certificate to be enclosed
11	PAN Number		Copy of the PAN Card to be enclosed
12	Income Tax Return ( <i>of last 3 yrs</i> )		Copy of the ITR to be enclosed
13	Service Tax Registration Number		Copy of the Certificate to be enclosed
14	Validity of Offer		90 days from the date of tender Opening

Please mention "NA" if not applicable.

I / We hereby certify that, all the information and data furnished above with regard to this Tender are true and complete to the best of my / our knowledge.

Date:

(Signature and Seal of Bidder)

BHEL/CSU&FP/WC/GTC REV 00