

1. SCOPE OF WORK:

- a) "Packing of IP & SP BusDuct, Cubicles, Hardwares Items, Structure & BOIs in sealed wooden Containers with G.I. warping. The items to be packed are to be properly cleaned. Wrapping by polypropylene sheet and adhesive tapes then completely packed in wooden containers form all sides. The wooden containers are to be further packed form all sides by 0.4 mm thick Ply Wood then G.I. wrapping. All the corners of Wooden ply should be further supported from Wooden Planks from outside. There should be a provision of Inspection Window of size 4"x6". The packing of items are as per the latest revision drg. Number PACKING-18 Rev 02. Framework agreement for 2 Year
- b) Contractor should follow BHEL PACKING STANDARD- CDC: WI:PACKING : 003 OF SEAWORTHY PACKING
- c) Estimated BOQ of work shall as follows:

Sl.No.	Item Description	Unit	Estimated Volume in CFT
A	B	C	E
1	Packing of IPBD & items items(BOIs, Hardware's, Structure) Packing as per BHEL Drg. Procedure:- Wrapping with Polypropylene, measurement of dimensions, covered box of wood, covering with ply and covering with GI Sheet.	CFT	165000
2	Packing of SPBD & items items(BOIs, Hardware's, Structure) Packing as per BHEL Drg. Procedure:- Wrapping with Polypropylene, measurement of dimensions, covered box of wood, covering with ply and covering with GI Sheet.	CFT	123000

- d) Marking/writing on Each Wooden container wrapped with GI Sheet shall be the responsibility of Contractor. Marking to done using Spray Gun with Synthetic Paint, Brush/Stencils/Stickers. Stickers/stencils/paint gun used for above work shall be provided by BHEL.
2. All material required for packing like, wooden planks & Curve, nails, polythene sheet, adhesive tapes, MS Strip, Wooden Ply, sticker/paint, fiber glass, G.I. sheet etc. required for packing including tools & tackles for the work shall be provided by BHEL.

3. Earnest Money Deposit (EMD):

Earnest Money Deposit of Rs. 39090/- is must and shall be deposited along with the offer in the form of Bank Draft/Pay Order from any nationalized bank, in favor of BHEL Rudrapur. The EMD amount given by unsuccessful bidders shall be refunded within 15 days of acceptance of award of work by successful bidders. The EMD deposited by successful bidders shall be converted & adjusted against Security Deposit. *Offers without EMD shall not be considered and shall be out rightly rejected*

4. SUB-LETTING OF THE CONTRACT:

The contractor will not sub-let/transfer/pass the responsibilities concerned with vendor to any other agencies. Under no circumstances, the contractor would arrange packing of Goods entrusted to him through any other agency. Any violation of this term shall amount to breach of contract for which necessary action in this regards will be taken by BHEL.

5. ARBITRATION:

All disputes between the contractor and BHEL arising out of this agreement shall be referred to the sole arbitration of an arbitrator to be appointed by the General Manager of BHEL Rudrapur or his successor or assignee in his sole discretion. There shall be no objection to any such appointment that the arbitrator so appointed is an employee of BHEL. The decision of the arbitrator shall be final and binding on both the parties.

6. The contractor shall be required execute the work as per instructions form BHEL, as and when required basis. The number of persons and duration engaged for any specific work shall be the discretion of contractor. However, the contractor shall intimate beforehand, the details of persons being engaged by it for working at BHEL premises.

7. JURISDICTION

All disputes, claims or actions arising out of under or in connection with this rate contract agreement shall be subject to the exclusive jurisdiction applicable over BHEL Rudrapur (Udham Singh Nagar) only.

8. EXTENTION/TERMINATION OF THE CONTRACT

BHEL reserves the right to extend or terminate the rate contract by a period of maximum 01 year or part thereof on the same rates, terms and conditions by giving a notice of 15 days before expiry of this contract.

BHEL also reserves the right to terminate the rate contract by giving 15 days notice to the transporter with whom the contract is signed, if the transporter's

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performance is not found satisfactory or due to any other factor affecting the interest of the BHEL.

9. MISCELLANEOUS

Under ISO-14001 & ISO 18001 obligations for environmental safety and Occupational Health Safety, the necessary instruction shall be followed

10. GST:

As applicable GST.

11. CONTRACTOR'S OBLIGATIONS

A. CONTRACTUAL

- a. BHEL recommends following additional payment to be made to the contract works. This will be in additional to the minimum fixed by the state government from time to time

Sl. No.	Category	Additional BHEL Wages/Day(Rs.)	Additional BHEL Wages/Month(Rs.)
1	Un-Skilled	123.08	3200/-
2	Semi-Skilled	142.31	3700/-
3	Skilled	157.69	4100/-
4	High-Skilled	157.69	4100/-

- 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 works about the manner of carrying out the work as per the prescribed specifications and quality plan.
- c. Contractor shall supervise the work allowed to him and to be carried out by his employees
- 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, experiences etc.
- e. Contractor to maintain appropriate records of his employees deployed to carry out the job(s).
- f. Contractor should issue appropriate 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. 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 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.
 - 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 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 retrenchment compensation.
 - 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.

B) 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, ECI 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 shall comply with all statutory requirement, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.
- c) Contractor shall ensure payment of statutory prescribed minimum wages as applicable from time to time in the presence of authorized representative of BHEL and maintain proper records of the timely disbursement. 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.

[Signature]

- d) Contractor to provide PF passbook to his employees and ensure payment of PF, EDLI, Pension dues under EPF & MP Act, 1952 to the RPFC. **All Contract labour deployed at CFP BHEL Rudrapur under this contract, irrespective of their monthly salary will have to covered under EPF scheme & ESI scheme under ESI/EPF Act.**
- e) Contractor shall ensure payment of ESI contribution under ESI Act, 1948 and provide ESI Membership/Card No. of each employee.
- f) 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.
- g) Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.
- h) Contractor shall be solely responsible for non-payment / delayed payment of wages/ DA, contributions under EPF & MP Act, ESI Act etc.
- i) In case the contractor fails to make payments 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.
- j) 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.
- k) The liability for any compensation on account of account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
- l) 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.
- m) 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.
- n) 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.
- o) Over and above the daily wages rate, payment shall be made for leave with wages.
- p) 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.
- q) 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.
- r) Contractor shall be responsible for making payment of wages before expiry of 7 days from the last day of wage period and to ensure disbursement of

wages in the presence of the authorities representative of contract operating division who shall record under his signature at the end of entries in the Register of wages.

- s) Contractor to obtain license under CL (R&A) Act, 1970.

12. BHEL reserves the following rights:

- a. BHEL intends to employ 1 subcontractor for the tendered work to execute the seaworthy packing work at 1 contractor station for Export Projects i.e Maitree, Tishreen etc.
- b. Loading criteria / distribution matrix for successful bidders shall as follows

No. of Contractor	Distribution of tender
	01 Qualified Bidder
L-1	100
Total %	100

13. The contractors who are already engaged to execute other work orders in BHEL CFP Rudrapur, are also eligible to participate in this tender enquiry with separate team only. No common employee of the contractor will be allowed for executing work order against this tender enquiry at 1 contractor station.
14. Contractor, after award of contract, will have to deploy their same qualified supervisor as declared by them in their tender offer, as per Pre-Qualification Criteria, clause no. 3(a). In case of full time supervisor not found qualified as per Pre-Qualification Criteria, at the time of execution of work order, their work order shall be short closed with immediate effect.
15. Execution of work order without presence of qualified supervisor more than 6 working days in a month shall be treated as violation of contract terms and condition and pre-qualification criteria. Because their tender offer has been considered technically qualified as per Pre-Qualification Criteria only. In this case the work order issued to the respective party shall be short closed.
16. The above conditions at sl. No. 14, 15, and 16 have to be strictly adhered by the sub-contractor. The essence of these conditions are to assure quality of work as per BHEL standard, better planning of work to achieve the required production output from the contractor side to meet monthly targets, as per Turn Over plan.
17. Any loss/damage/intentional damages of BHEL's Tools & Plant during the execution of contract will be liable for recovery of cost involved, from the bills of contractor.

18. Payment of terms:

The payment shall be released on progressively after submission of GST invoice/bill (in Three Copies) and based on WAM and measurement of work on MB book within 45 days from the date of Submission of proper bill through e-payment mode for which the contractor need to provide following detail/documents:

1. Original Invoice with one copies.
2. Copy of work order.
3. Copy of work completion annexure of lot.
5. Copy of wage register of the month in which the allotted work has been executed.
6. Payment details of bank from which wages of employees have been transferred.
7. Copy of payment receipt of PF & ESI of Contractor Employee of work execution period.

For e-payment, contractor has to submit the following information:

- i. Name of beneficiary :
- ii. Bank Name :
- iii. - Bank Account No.:
- iv. - Branch Name :
- v. - IFSC Code :

19. SCHEDULE OF START AND COMPETION OF WORK:

SN	ACTIVITY	DATE OF COMPLETION
1	Mobilization of requisite manpower.	Within one week of receipt of W.O.
2	Sea worthy Packing of Export Projects items as per BOQ	Within 2 years from date of Work Order
3	Demobilization of manpower deployed	Within one week of completion of W.O. after obtaining no objection certificate from CDC department.

20. Liquidated Damages (LD):

- i) If the contractor fails to delivery of Sea worthy packing of IP&SP BD and its items as per following delivery schedule in that case BHEL shall have the right to impose Liquidated Damage/Penalty at the rate of 0. 5% of the work value, per week of delay or part thereof subject to a maximum of 10% of the contract value.

Quantum of Work/ Annexure	Delivery/Packing Schedule
0-30000 CFT	Per month

DSBom

PRE-QUALIFICATION REQUIREMENT

Sl. No.	Documents/Description	Remarks/Page no.
1	Acceptance to provide Contractor Labor License	
2	Submission of EMD as specified in NIT(Receipt copy to enclosed)	Accepted & Documented submission
3	Experience of having successfully completed similar works during past 7 years a. Three Similar work costing not less than the amount to Rs.7.81 Lakh each b. Two Similar works costing not less than the amount to Rs, 9.77 Lakhs each c. One Similar work costing not less than the amount to Rs. 15.63 Lakhs each	Accepted & Documented submission
4	Financial Turnover: - a. Average Financials turnover during the last three years, ending 31st March of the previous financial year, should be at least Rs. 5.86 Lakhs b. Balance sheet and Profit & Loss Account (audited/issued by Chartered Accountant) of last three years in support of the above as sl.no. a	Accepted & Documented submission
5	Acceptance of all terms & Conditions of contract by signing & stamped of all technical documents of tender.	
6	Note:- 1. In case of similar completed work being executed with BHEL CFP Rudrapur, experience will be considered till the last day previous to due date of tender document. Note: - 2. Definition of similar work. Vendor having experience of packing of BusDuct/Sea worthy/Wooden packing	

Authorized Sign. With seal

Name of the Party

Address:

Contact of details

E-Mail Address:



Annexure-IV
PRICE BID(SCH-1)

Sl. No.	Item description	Unit	Estimated Qty.in Cubic Foot	Rate/Unit(Rs.)
1	Packing of IPBD & items items(BOIs, Hardware's, Structure) Packing as per BHEL Drg. Procedure:- Wrapping with Polypropylene, measurement of dimensions, covered box of wood, covering with ply and covering with GI Sheet.	Cubic Foot	165000	
2	Packing of SPBD & items items(BOIs, Hardware's, Structure) Packing as per BHEL Drg. Procedure:- Wrapping with Polypropylene, measurement of dimensions, covered box of wood, covering with ply and covering with GI Sheet.	Cubic Foot	123000	

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