

Annexure-A**SCOPE OF WORK FOR PFR ACTIVITIES**

Indent no. 20230358 DT:22.02.2024

INTRODUCTION:

Pink Factory Receipt activity herein after referred as “**PFR activities**” are set of work as per defined scope to make the individual **Busduct** ready in all aspects as per engineering drawing/document before sending it for final packing and dispatch to site. The work basically involves completion of any balance activities after fabrication, painting and assembly work of a busduct. This includes but not limited to paint touch-up, window assembly, terminal box assembly, dent removal, refurbishment of finished goods inventory etc. The busduct shall be of three types viz. Isolated phase busduct (IPBD), Segregated phase busduct (SPBD) and Non-segregated phase busduct (NSPBD).

The broad scope of work of BHEL as well as the contractor has been tabulated in succeeding paragraphs.

1.0	BHEL SCOPE OF WORK
1.1	Space for working.
1.2	Required drawings & technical support by Production Department.
1.3	All items required for assembly of SPBD, IPBD & NSPBD inspection windows/terminal boxes will be issued through SIV (Store Issue Voucher) from PDN Dept. to Contractor.
1.4	Electricity- Electrical Points & compressed air if required will be provided to the contractor as available in the work area.
1.5	All fitting tools such as spanner, hammer, marking tool (markers)/measuring tape/scale, spanners etc. - Required quantity with the assigned work.
1.6	BHEL will Provide Paint and Thinner as per requirement in measured Quantity.
1.7	BHEL will provide all tools involved in painting process like Paint Gun, buffing machine, Jig Saw Blade, Buffing wheels etc.
1.8	Fork Lift Hydra with driver only as and when work necessitates for handling/shifting of ducts to work area of contractor and take the finished jobs out of the work area. The availability shall be subject to priority decided by BHEL to smoothly run other parallel production activities in the plant.
1.9	Target completion will be mutually agreed with every assignment given by BHEL. In case of any requirement to compress the schedule of activities to achieve project completion or any urgent requirement, BHEL decision in this regard will be final and the issue will not be open to arbitration.
1.10	Work assignments from BHEL will be communicated through email/hard copy as per the BHEL turnover targets.




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2.0	CONTRACTOR SCOPE OF WORK
2.1	Depute Sufficient manpower which includes supervisor, helpers, painters, and cleaners to complete the assigned work.
2.2	Following machines to be deployed by the contractor to execute the work. 1. Hand Drill Machine-1 no. minimum 2. Jig Saw Machine-1 no. minimum 3. Hand Grinder-1 no. minimum Contractor may have to increase the quantity of above machines as per work execution target.
2.3	All the contractor's employees will be issued photo gate pass. Cost of preparation of gate pass will be borne by contractor.
2.4	Attendance register shall be available with the contractor and daily attendance will be registered there.
2.5	All the PPE's for its employees at work shall be provided by the contractor such as safety shoe, helmet, nose mask, hand gloves etc. required to be used during execution of work inside BHEL, CFP Rudrapur Plant.
2.6	All the statutory obligations like PF Challan (if applicable), ESI Challan (if applicable), Wages Record, Labour licensee copy (if required), WC Policy-One Time, Service Tax Challans, Certificate regarding compliance to Labor Act for maintaining records required as per the law, Certificate for compliance to safety norms and other statutory papers, if required is in the scope of contractor and BHEL's will not be held responsible for any non-compliance issues. Failure to do so will result in hold of payment of contractor.
2.7	Safety at work will be ensured by Contractor and BHEL will assist, if required.
2.8	Guideline for Pandemic situation. ■ In the given pandemic situation, prevailing here and in India, it is utmost necessary to take proper safety precautions by wearing of nose & mouth mask, hand gloves/ washing hands frequently, maintaining minimum 2 feet social distancing during work and health check-up from time to time. This will ensure safe working environment for individual and co-workers. Furthermore, any Government guidelines issued from time to time may be adhered in order to overcome the pandemic situation. ■ Use of Arogya Setu App is mandatory on individual's mobile who are entering plant premises. Any guidelines issued in this connection by BHEL, will be acceptable to individuals entering the plant.
2.9	PROCEDURE FOR WINDOW ASSEMBLY
a)	Shifting of ducts, raw material like neoprene/cork rubber sheet, fasteners etc. for window assembly.
b)	Fabrication of gasket as per drawing.
c)	Fitting of window by pasting gasket and tightening of fasteners.
d)	Cleaning of duct after window assembly.

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e)	Shifting of rubber scrap to scrap yard.
2.10	OTHER ACTIVITIES ON IPBD, SPBD & NSPBD
a)	Repainting/Touch up by single coat as necessitated by condition of the busduct.
b)	Cleaning of ducts by cloth or washing.
c)	Dent removal/grinding of corners (end points) from enclosure & conductor.
d)	Sticker pasting on enclosure.
e)	Any other points/clearance marked by quality department for PFR clearance.
f)	Assembly of terminal boxes.
g)	Shifting of ducts by hydra. (hydra & operator to be provided by BHEL)
h)	Obtaining PFR (Pink Factory Receipt) clearance from BHEL (Quality Dept.).

Tenderers are advised to study all the tender documents carefully. Any submission of tender by the tenderer shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implications thereof.

(Signature of bidder with seal)

Annexure-B**GENERAL CONDITIONS OF CONTRACT**

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(A) TENDERER TO INFORM HIMSELF FULLY:

1. The tenderer shall closely peruse all the clauses, specifications and drawings etc., indicated in the tender documents, before quoting. Should the tenderer have any doubt about the meaning of any portion of the tender specifications or find discrepancies or omissions in the drawings or the tender documents issued are incomplete or shall require clarifications on any of the technical aspect, scope of work etc. he shall at once contact the official inviting the tender, for clarifications, before submission of the tender.
2. It is the responsibility of the tenderer to keep him-self informed of the correct rates of duties and taxes leviable for the services as prevailing at the time of tendering. If the rates assumed by the tenderer are less than the tariff rates prevailing at the time of tendering, the tenderer will be him-self responsible for such under quotations.
3. Work loading to contractor is to be done by Annexure against work order. Project name, Job No. (BOM No.), Quantity & target date will be clearly mention on Annexure. Contractor has to finish the loaded work within the target date as per annexure.
4. Material (Paint & Consumable) issued to contractor by BHEL, will be under the responsibility of contractor till he returns the same to Production / Central Stores.
5. Contractor supervisor have to maintain data of issued raw martial, finished good and scrap material on day to day basis.
6. Shop supervisor from contractor side will co-ordinate with shift in-charge, BHEL, Production Shop for all his requirements i.e. targets of month, issue of raw material, required consumables, maintenance of machine, material handling & work verification on daily basis.
7. Contractor's employees may use BHEL's canteen facility after purchasing the requisite coupons upon payment. BHEL is not bound for providing subsidized meal to contractor employee.
8. Boarding, lodging & transportation facility of subcontractor's employees has to be arranged by contractor.
9. A work-register has to be maintained containing following information regarding IP/SP/NSP ducts:
 - a) Contractor has to maintain data for PFR (Pink Factory Receipt) cleared Ducts in from of BOM No., Sl. No. of BOM, Project & Quantity.
 - b) Detail of raw material/consumables & scarp goods.
 - c) Date of PFR (Pink Factory Receipt) inspection offered to BHEL (Quality Dept.).
 - d) Date of handing over of Cleared PFR (Pink Factory Receipt) of IPBD, SPBD & NSPBD.

PREPARED BY:



APPROVED BY:



Annexure-B

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10. The assignment as received from BHEL has to be completed as per schedule of work and if needed has to be realigned with the revised targets of BHEL by working in co-ordination with BHEL in two shifts/three shifts.
11. **Cleaning of work area after completion of work is responsibility of subcontractor.**
12. Warranty: Not applicable.
13. 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.

(B) OFFER SUBMISSION IN RESPONSE TO INVITATION:

1. Offer to be submitted in two bids. **(a). PQR & Techno-commercial bid (b). Price Bid.**
2. **Techno-commercial bid** should contain signed & stamped pages of Annexure-A, B, C, D, E, F, and Annexure-G2 (Unapprised Bid only) along with required **EMD as specified in NIT.** Copies of other documents (like PF, ESIC, & GST reg. etc.) as mentioned in PQR Annexure-D to be attached OR submitted online.
3. **Price Bid** should contain only one filled price bid Annexure-G1, duly signed & stamped OR will be submitted online.
4. Party to confirm their acceptance Detailed scope of work, general terms & conditions and other terms & conditions by signing and stamping all pages of Annexure-A, B, C, D, E, F and Annexure-G.
5. Offer to be submitted online.

(C) EVALUATION OF OFFERS:

1. Technical cum commercial Bid shall be opened first on due date specified in NIT for technical evaluation.
2. Price Bid shall be opened only for Technical cum commercial Bid qualified bidders.
3. L-1 Party selection will be on the basis of overall offered price, received in price bid.
4. Based on evaluation of the bids, successful bidder shall be awarded the contract.
5. Evaluation of offer will be strictly based on the information submitted by the bidder. In view of this the bidder is requested to go through tender document carefully and furnish all detail clearly.
6. The BHEL reserves its right to negotiate with the Bidder.

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(D) OTHER TERMS AND CONDITIONS:

1. Safety obligation for contractor and general environmental obligation for contractor, as applicable to BHEL shall also be applicable to contractor inside the BHEL, CFP Plant except for the terms & conditions mentioned herein which shall be applicable as per Annexure-A.

2. **Earnest Money Deposit (EMD):**

Earnest Money Deposit as described in NIT 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.*

3. **Security Deposit (SD):**

- a. Successful contractor shall submit the interest free **security (S.D.), 5% of total Work order value** in form of DD/PAY ORDER/FDR or in form of bank guarantee in favor of BHEL issued by scheduled banks in the name of contractor, A/C BHEL.
- b. Contractor shall be submit at least 50% of total security deposit, before start of the work. Balance of the Security Deposit will 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.
- c. Contractor has to submit security deposit within one week from the date of work order.
- d. Work can be started before security deposit is collected in case of small value contracts not exceeding Rs 20 Lakhs. However, payment can be released only after collection/recovery of initial 50 % Security Deposit.
- e. **In case of delay in submission of performance security, enhanced performance security which would include interest (SB/ rate + 6%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT / contract, from the bills along with due interest.**
- f. The Security Deposit shall not carry any interest
- g. The S.D. shall be refunded to the sub-contractor after three month of successful completion/termination of the contract subject to deduction on account of BHEL dues, non-deposit of statutory dues etc. (if any).

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4. **Jurisdiction:** All disputes, claims or actions arising out of under or in connection with this contract shall be subject to the exclusive jurisdiction applicable over BHEL Rudrapur (Udham Singh Nagar) only.
5. The contractor shall be deemed to make them self-familiar with the plant conditions before actual start of work and is expected to take adequate safety precautions for persons employed by it during execution of the work at site.
6. The contractor shall be fully responsible for the acts/omissions by the persons engaged by it for working at site under the contract. The persons engaged by the contractor should not have any criminal Record/or involved in any activity subversive of law and order. The contractor shall be fully responsible for injury/loss of life & property BHEL/contractor's own persons/any other party caused due to acts & omissions of sub-contractor or its employee during course of execution of work.
7. Compliance and payment of PF of sub-contractor staff employed for the work shall be the exclusive responsibility of the sub-contractor.
8. The sub-contractor should follow the rules of Health Safety and Environment Management Program as per requirement of ISO-14001 and OHSAS-18001.

(E) RIGHT OF BHEL:

1. BHEL reserves the following rights in respect of this contract during the original contract period or its extensions if any, as per the provisions of the contract, without entitling the contractor for any compensation.
2. To withdraw any portion of work and / or to restrict / alter quantum of work as indicated in the contract during the progress of work and get it done through other agencies to suit BHEL's commitment to its customer or in case BHEL decides to advance the date of completion due to other emergent reasons / BHEL's obligation to its customer.
3. To terminate the contract or get any part of the work done through other agency or deploy BHEL's own/ hired/ otherwise arranged resources, at the risk and cost of the contractor after due notice of a period of one week by BHEL, in the event of: -
 - a) Contractor's continued poor progress
 - b) Withdrawal from or abandonment of the work before completion of the work
 - c) Contractor's inability to progress the work for completion as stipulated in the contract
 - d) Poor quality of work
 - e) Corrupt act of Contractor
 - f) Insolvency of the Contractor

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- g) Persistent disregard to the instructions of BHEL
- h) Assignment, transfer, sub-letting of contract without BHEL's written permission
- i) Non-fulfillment of any contractual obligations
- j) Violation of terms & conditions as specified in PQR.

$$\text{Risk \& Cost Amount} = [(A-B) + (A \times H/100)]$$

Where,

A= Value of Balance scope of Work/ Supply (*) as per rates of new contract

B= Value of Balance scope of Work/ Supply (*) as per rates of old contract being paid to the contractor at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

H = Overhead Factor to be taken as 5

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

*(Balance scope of work/ supply)

Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work/ Supply for calculating risk & cost amount.

Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities. Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities.

NOTE: Incase portion of work is being withdrawn, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work/supply' for calculating Risk & Cost amount.

4. To meet the expenses including BHEL overheads on the differential cost over and above the Liquidated damages/penalties arising out of "Risk & Cost" as explained above. BHEL shall recover the amount from any money due from Contractor, or from any money due to the Contractor including Security Deposit, or by forfeiting any T&P or material of the contractor under this contract or any other contract of BHEL or by any other means or any combination thereof.
5. To terminate the contract or to restrict the quantum of work and pay for the portion of work executed in case BHEL's contract with their customer are terminated for any reason, as per mutual agreement.
6. To effect recovery from any amounts due to the contractor under this or any other contract or in any other form, the moneys BHEL is statutorily forced to pay to anybody,




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due to contractor's failure to fulfill any of his obligations. BHEL shall levy overheads of on all such payments along with interest as defined elsewhere in the GCC.

7. While every endeavor will be made by BHEL to this end, they cannot guarantee uninterrupted work due to conditions beyond their control. The Contractor will not be normally entitled for any compensation / extra payment on this account unless otherwise specified elsewhere in the contract.
8. In case the execution of works comes to a complete halt or reaches a stage wherein worthwhile works cannot be executed and there is no possibility of commencement of work for a period of not less than two months, due to reasons not attributable to the contractor and other than Force Majeure conditions, BHEL may consider permitting the contractor to de mobilize forthwith and re mobilize at an agreed future date. Cost of such demobilization/remobilization shall be borne by contractor. ORC in such cases shall not be applicable for the period between the period of demobilization and re mobilization. The duration of contract/time extension shall accordingly get modified suitably. In case of any conflict, BHEL decision in this regard shall be final and binding on the contractor.
9. In the unforeseen event of inordinate delay in receipt of materials, drawings, fronts, etc., due to which inordinate discontinuity of work is anticipated, BHEL at its discretion may consider contractor's request to short close the contract in following cases:
The balance works cannot be done within a reasonable period of time as they are dependent on reasons not attributable to the contractor. At the point of requesting for short closure, contractor shall establish that he has completed all works possible of completion and he is not able to proceed with the balance works due to constraints beyond his control. In such a case, the estimated value of the unexecuted portion of work (or estimated value of services to be provided for carrying out milestone / stage payments) as mutually agreed, shall however be reduced from the final contract value.

Annexure- C**SPECIAL CONDITIONS OF CONTRACT**

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(A) PAYMENT OF BILLS:

A.1 Payment will be processed through WAM and measurement of work on MB book for which the contractor needs to provide following detail/documents:

1. Original Invoice with two copies.
2. Copy of work order.
3. Copy of work allocation annexure (LATEST REVISION).
4. Copy of work completion certificate or Route card.
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 online.
7. Copy of payment receipt of PF & ESI of Contractor Employee of work execution period.

A.2

SL. NO.	PAYMENT ON COMPLETION OF FOLLOWING:	% OF PAYMENT TO BE RELEASED
1	Bill to be raised on monthly basis by contractor of cleared ducts as per loading annexure.	100% against satisfactory completion of PFR (Pink Factory Receipt) cleared by BHEL Quality.

A.3. After acceptance of bill, the payment shall be released to the contractor as per following.

Sl. no.	Type of Bidder	Payment terms (No. of Days from the date of bill acceptance)
1.	Micro & Small Enterprises (MSEs)	45 days
2.	Medium Enterprises	60 days
3.	Non MSME	90 days
4.	Wherever ILC payment terms are being given in tenders floated outside GeM.	120 days

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A.4. Note:

1. *Without above documents bill cannot be processed for payment*
2. *Contractor to ensure compliance of GST/Income tax law and rules applicable on supply/service involved in this tender and in the event of non-compliance by contractor, implication of the same (if any) shall be on account of contractor.*
3. *Contractor to ensure timely compliance related to GST return filling. If Input tax credit (ITC) is not available to BHEL on account of non-compliance/ delayed compliance, GST charged in invoice will be paid when ITC is available to BHEL. If GST charged paid by BHEL it will be recoverable from Contractor."*

(B) LIQUIDATED DAMAGES (LD):

1. If the contractor fails to delivery of ducts 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 Schedule (No. of Days)
PFR of 250 No. Ducts	Within one month from the date of loading or receipt of material whichever is later.

2. If the completion of work as detailed in the scope of work gets delayed beyond the contract period, the contractor shall request for an extension of the contract and BHEL at its discretion may extend the Contract.
3. However, if any 'Time extension' is granted to the contractor to facilitate continuation of work and completion of contract, due to backlog attributable to the contractor alone, then it shall be without prejudice to the rights of BHEL to impose penalty / LD for the delays attributable to the contractor, in addition to any other actions BHEL may wish to take at the risk and cost of contractor.

(Signature & Stamp of Bidder)

Annexure-D**Pre-Qualifying Requirement**

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Sl. No	Description	Offer Please Tick for confirmation
	<p>Contractors has to give acceptance & confirmation of understating for terms & conditions by signed & stamped of following Annexures.</p> <ol style="list-style-type: none"> 1. Annexure-A: Scope of Work. 2. Annexure-B: General Terms & Conditions. 3. Annexure-C: Special Conditions of Contract. 4. Annexure-D: Pre-Qualifying Requirement. 5. Annexure-E: Bill of Quantity. 6. Annexure-F: Contractor's Obligation. 	<p>Accepted <input type="checkbox"/></p> <p>Not Accepted <input type="checkbox"/></p>
	<p>Financial Turnover: -</p> <ol style="list-style-type: none"> a. Average Financial turnover during the last three years (FY 2022-23, FY 2021-22, FY 2020-21), ending 31st March of the previous financial year, should be at least Rs. 2.41 lakhs/-. b. Balance sheet and Profit & Loss Account (audited / issued by Chartered Accountant) of last three years in support of above at sl. no.(a). 	<p>Submitted <input type="checkbox"/></p> <p>Not Submitted <input type="checkbox"/></p>
	<p>Experience of having successfully completed similar work during last 7 years ending last day of month previous to the one in which tenders are invited to be the following: -</p> <ol style="list-style-type: none"> a. Three similar completed works of basic value (excluding taxes) not less than the amount of Rs. 1.61 lakhs each /-. <p>OR</p> <ol style="list-style-type: none"> b. Two similar completed works of basic value (excluding taxes) not less than the amount of Rs. 2.41 lakhs each/-. <p>OR</p> <ol style="list-style-type: none"> c. One similar completed works of basic value (excluding taxes) not less than the amount of Rs. 4.02 lakhs/-. 	<p>Submitted <input type="checkbox"/></p> <p>Not Submitted <input type="checkbox"/></p>

Annexure-D**Pre-Qualifying Requirement**

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Definition of similar work: Bidder should have experience of any type fabrication work/Painting work /Gasket Window cover assembly work / Assembly work of components/Packing work.	Submitted <input type="checkbox"/> Not Submitted <input type="checkbox"/>
GST Registration no. (Enclose copy of certificate)	Submitted <input type="checkbox"/> Not Submitted <input type="checkbox"/>
Copy of PAN Card. (Enclose copy of Certificate)	Submitted <input type="checkbox"/> Not Submitted <input type="checkbox"/>
Copy of EPF registration. (Enclose copy of Certificate)	Submitted <input type="checkbox"/> Not Submitted <input type="checkbox"/>
Copy of ESIC registration. (Enclose copy of Certificate)	Submitted <input type="checkbox"/> Not Submitted <input type="checkbox"/>

Note: Non-acceptance/Non-submission of above is liable for rejection.

Name of the Party: _____

Address of the Party: _____

Email ID: _____

Contact Person: _____

Phone No of
Contact Person: _____

Bank A/c No: _____

Bank Name: _____

Bank Address: _____

IFS Code: _____

PREPARED BY: _____

APPROVED BY: _____

Annexure-E**BOQ, SCHEDULE OF WORK**

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A. BILL OF QUANTITY: -

SL. NO.	DESCRIPTION	QTY	Unit
1.	As per scope of work for PFR activities of IPBD, SPBD & NSPBD inside BHEL, CFP, Rudrapur Plant on rate of Rs./Duct	2400	Numbers

B. SCHEDULE OF START AND COMPETION OF WORK: -Contract Period will be twelve months from the date of work order.

SL. NO.	ACTIVITY	DATE OF COMPLETION
1.	Mobilization of requisite manpower.	Within 07 days of receipt of W.O.
2.	PFR activities of IPBD, SPBD & NSPBD	As per scope of work Annexure-A
3.	Demobilization of manpower deployed	Within one week of completion of W.O. after obtaining no objection certificate from PDN department.

ANNEXURE-F

CONTRACTOR'S OBLIGATIONS

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(A) CONTRACTUAL

1. Contractor shall decide the number of employees to be deployed for execution of the work awarded to him w.r.t of schedule completion of work and he or his authorized representative will be solely entitled to dictate such workers about the manner of carrying out the work as per the prescribed specifications and quality plan.
2. Contractor shall supervise the work allotted to him and to be carried out by his employees.
3. Contractor to ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc.
4. Contractor to maintain appropriate records of his employees deployed to carry out the job(s).
5. Contractor should issue appropriate appointment letters to his employees. He has to declare basic pay of salary per day of their employee. Which should not be less than latest minimum applicable wages fixed by the government. Failing to produce the details will lead to hold their payment against their due bills.
6. 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.
7. 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.
8. 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 subcontract the job without prior written permission by BHEL.
9. Contractor will keep watch on his employees and he will be liable for any pilferage / loss to BHEL due to acts of omission and commission by his employees. Similarly, liability for any compensation to outsiders on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with him.
10. Contractor to provide safety appliances and safety shoes to his employees. The contractor shall be responsible for enforcing all safety regulations as applicable. Penalty shall be applicable on subcontractor if safety measure not met by employee.
11. 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.

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12. Contractor to ensure that all precautions are taken for safety of his employees and equipment.
13. 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.
14. 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.
15. Contractor shall provide safety appliances and maintain the same at his own cost which may be required under the statute or otherwise.
16. Contractor shall provide material at his cost as mentioned in the contract to his employees for carrying out the job.

(B) TOWARDS STATUTORY LIABILITY

1. All statutory requirements under Minimum Wages Act, 1948, Payment of Wages Act, 1936, Workmen Compensation Act, 1923, EPF & MP Act, 1952, Payment of Gratuity Act, 1972, ESI Act, 1948, The Contract Labour (R&A) Act, 1970, Payment of Bonus Act, 1965, Income Tax Act, Service Tax Act and all other applicable Acts shall be complied with by the contractor.
2. Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.
3. 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 their 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.
4. Contractor to provide PF pass book to his employees and ensure payment of PF, EDLI, pension dues under EPF & MP Act, 1952 to the RPFC. All contract labours deployed at CFP BHEL Rudrapur under this contract, irrespective of their monthly salary will have to be covered under EPF scheme & ESI scheme under ESI/ EPF Act.
5. Contractor shall ensure payment of ESI contribution under ESI Act, 1948 and provide ESI membership No./card of each employee.
6. 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.

ANNEXURE-F**CONTRACTOR'S OBLIGATIONS**

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7. Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.
8. Contractor shall be solely responsible for nonpayment/ delayed payment of wages/ DA, contributions under EPF & MP Act, ESI Act etc.
9. In case the contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the security deposit/other dues/running bills under the contract can be utilized by BHEL to discharge the liability of the contractor.
10. 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.
11. The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
12. 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.
13. 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.
14. 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.
15. Over and above the daily wage rate, payment shall be made for leave with wages.
16. 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.
17. 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.
18. 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.
19. Contractor to obtain license under CL(R&A) Act, 1970.

