

1. SCOPE OF WORK:

a) Packing of IP BusDuct by fully wrapping it by polythene sheets and adhesive tape and then to be packed by wooden plank & wooden curves and covering of end of IP Busduct with G.I. Sheet as per BHEL Drg.

b) Packing of SP/NSPBD BusDuct by fully wrapping by polythene sheets & adhesive tape and wooden planks and then covering end by G.I. Sheet as per BHEL Drg.

c) Packing of Silver-plated palms of Busduct with G.I. Sheet & Wooden Frame as per BHEL Drg.

The packing material GI Sheet, nails, polythene sheet, adhesive, tools tackles & all type of wooden as per drawings etc. shall be provided by BHEL

d) Estimated BOQ of work shall as follows:

SI.No.	Item Description	Unit	Estimated in Nos.	
A	В	C		
1	Packing of IPBD as per BHEL sample Drg. NoPacking-019 with covering of end with G.I. sheet	Nos.	200	
2	Packing of SPBD/NSPBD as per BHEL sample Drg. No Packing-020, 021 with covering of end with G.I. sheet	Nos.	1194	
3	Packing of bus ducts with silver-plated Palms as per BHEL sample Drg. No Packing-022	Nos	500	

2. 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 regard will be taken by BHEL.





3. 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.

4. 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.

5. 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.

6. MISCELLANEOUS

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

7. **GST**:

As applicable GST.

8. Validity of Contract: for 12 months effective from date of Work Order

9. VALIDITY OF OFFER:

The offer should be valid for a period of 90 days from the date of opening of bid.

10. CONTRACTOR'S OBLIGATIONS

A. CONTRACTUAL

- a. The contractor shall ensure minimum Wages fixed by state Govt. from time to time.
- 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 manned 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 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.
- g. 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.
- h. 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.
- i. 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.
- j. Contractor to provide safety appliances and safety shoes to his employees. The contractor shall be responsible for enforcing all safety regulations as applicable.
- k. Contractor to ensure that all precautions are taken for safety of his employees and equipment.
- 1. 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 contactor decides to terminate services of his employees, he should settle all terminal dues including retrenchment compensation.
- m. 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.
- n. Contractor shall provide safety appliances and maintain the same at his own cost which may be required under the statute or otherwise.
- o. 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

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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.

- 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.
- 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.
- 11. Work Distribution: 100% Work shall be awarded to single L-1 party on overall basis.
- 12. 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.

13. Payment 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 as per below schedule

Type of Bidder	Payment Terms (Number of days)
Micro & Small Enterprises (MSEs)	45 days
Medium Enterprises	60 days
Non MSME	90 days

from the date of Submission of proper bill through e-payment mode for which the contractor needs to provide following detail/documents:

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

For e-payment, contractor must submit the following information:

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

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14. SCHEDULE OF START AND COMPETION OF WORK:

SN	Mobilization of requisite manpower.			DATE OF COMPLETION		
1			manpower.	Within one day of receipt of W.O.		
2			manpower	Within one week of completion of W.O. after obtaining no objection certificate from CDC department.		

15. Liquidated Damages (LD):

If the contractor fails to delivery of packing of IP&SP BD 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 (No. of Days)			
0-50 Nos.	Within 30 Days for IPBD			
0-150 Nos.	Within 30 Days for SPBD/NSPBD			
0-60 Nos.	Within 30 Days for Silver Plated Palms			

16. Vendor is required to be capable of packing: 10 nos. SPBD, 5 nos. IPBD & 5 Nos Silver Plated Palms per day as per BHEL requirement





PRE-QUALIFICATION REQUIRMENT

Sl.	Documents/Description	Remarks/Page no.			
No. 1	Nove 9 Address Charter				
174	Name & Address of Party				
2	EPF Registration No. (Enclose a Copy)				
3	ESI Registration No. (Enclose a Copy)				
4	Pan Card No. (Enclose a copy)				
5	GST Registration no. (Enclose a Copy)				
6	Acceptance to provide Contractor Labor License				
7	Bank Account Details IFSC Code Account No. Bank Name Branch Name	Accepted & Documented submission			
8	Acceptance to provide trained /qualified staff	Accepted & Documented submission			
9	Acceptance of E-Payment	Accepted & Documented submission			
10	Submission of EMD as specified in NIT (Receipt copy to enclosed)	Accepted & Documented submission			
11	Experience of having successfully completed similar works during past 7 years a. Three Similar work costing not less than the basic amount to Rs. 3.12 Lakh b. Two Similar works costing not less than the basic amount to Rs. 3.90 Lakh c. One Similar work costing not less than the basic amount to Rs. 6.24 Lakh Above values are including of GST	Accepted & Documented submission			
12	Financial Turnover: - a. Average Financials turnover during the last three years, ending 31st March of the previous financial year, should be at least Rs. 2.34 Lakh, value is exclusive of GST b. Balance sheet and Profit & Loss Account (audited/issued by Charted Accountant) of last three years in support of the above as sl.no. a	Accepted & Documented submission			
13	Acceptance of all terms & Conditions of contract by signing & stamped of all technical documents of tender				
14	Note: The party should submit all the documents mentioned in Sl. No. 2,3,4,5,7,11&12 and acceptance/details for Sl. No. 6,8,9,10 & 13. These are mandatory qualifying criteria & non-fulfillment of any one or more criteria shall make the party technically rejected				
15	Note: - 1. Definition of similar work "General Packing (wooden/steel/Plywood etc.)/Carpentry Jol fabrication/material handling/Assy./PFR of Bus Duct"				

Authorized Sign. With seal

Name of the Party

Address:

Contact of details

E-Mail Address:



Annexure-IV PRICE BID(SCH-1)

SI. No.	Item description	Unit	Estimated Qty.in Nos.	Rate/Unit(Rs.)	BOQ (in %)
1	Packing of IPBD as per BHEL Drg. with covering of end with G.I. sheet	Nos.	200	The state of the s	13.84
2	Packing of SPBD /NSPBD as per BHEL Drg. with covering of end with G.I. sheet	Nos.	1194	00200	68.85
3	Packing of bus ducts with silver- plated Palms	Nos	500		17.30









