

Annexure-A

SCOPE OF WORK

Indent no 20230094

1.	BHEL SCOPE OF WORK:
1.1	Relevant drawings will be provided by BHEL with work assignment.
1.2	Suitable Space for working will be provided to the contractor.
1.3	Aluminium sheet and other raw material as per drawings.
1.4	Radial drill machine as per schedule.
1.5	Fork Lift Hydra with driver only as & when necessarily required for handling/shifting of jobs and raw material to bring it to work area of contractor and take the finished jobs out of the work area.
1.6	Raw Material will be issued through SIV (Store Issue Voucher) from PDN Deptt. to Contractor as per the targeted requirement.
1.7	Free Electricity- Electrical Points as available in work area. _
1.8	Argon Gas ,Filler Wire & Spool- Required quantity with the assigned work.
1.9	Radiography (wherever required) Test/DP Test to be performed on the offered welded joints. DP test kit will provide by BHEL.
1.10	Target completion will be mutually agreed with every assignment given by BHEL. In case any requirement to compress the schedule of activities to achieve project completion, BHEL decision in this regard will be final and the issue will not be open to arbitration.
1.11	Work assignment will be given to contractor in the form of Annexure against issued work order.
1.12	Consumables like drill bits, jig saw / circular saw blades, sanding sheets, grinding wheels, Copper Tip, hand gloves etc. - Required quantity with the assigned work will be provide by BHEL.
1.13	After meeting basic requirement of machines, hand tools & safety PPEs by contractor, if the need arises to meet BHEL's turnover/urgent requirements, BHEL may issue its own machine, hand tools and safety equipment's on chargeable basis as per existing rules of hiring prevalent in BHEL for the equipment's. BHEL decision to issue equipment's will not be open to arbitration. Such hiring charges will be deducted from the upcoming bills of contractor, based on BHEL issue & return forms.

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2.	CONTRACTOR SCOPE OF WORK:
2.1	Following machine and hand tools are mandatory and to be arranged by sub-contractor:- Machines:- 1. MIG Welding machine (300 Amps rating and above)-2 no's.(Minimum) 2. TIG Machine (800amp or above)- 1 no. (Minimum) 3. Shearing machine for cutting to strips (0.4 to 1mm)- 1 no.(Minimum) Hand tools:- 1. Jig saw machine-1 no's.(Minimum) 2. Circular saw machine-2 no's.(Minimum) 4. Hand Grinder-2 no's. small size(Minimum) 5. Hand Grinder-1 big size 6. Hand Drill Machine-2 no's .(Minimum) 7. All other measuring and marking tools. Safety Equipment:- 1. Welding Helmet – All welders 2. Dangry - All workers 3. Safety Helmet - All workers 4. Safety Shoe- All workers Cost of maintenance for their machines and hand tools will be borne by subcontractor. No hand tools and safety equipment shall be provided by BHEL.
2.2	Depute Sufficient trained & experienced skilled/unskilled manpower which includes Supervisors, Fitters, and Aluminum Welders to complete the assigned work.
2.3	Aluminum welders should be NTPC/Lloyd/BHEL qualified as per following documents: Procedure Qualification Record: PQR:AL:GTAW:00 & PQR:AL:GMAW:00 Welding Procedure Specification: WPS:AL:GTAW:00 & WPS:AL:GMAW:00
2.4	Aluminum Welding is to be as per Approved WPS (Welding Procedure Specifications).
2.5	All the contractor's employees will be issued photo gate pass. Cost of preparation of gate pass will be borne by contractor.
2.6	Online attendance system has been introduced while entering and exiting out plant premises. Attendance register (optional) will be available at Main gate/work stations of Plant and daily attendance will be registered there.
2.7	Contractor has to obtain one-time worker compensation policy upon receipt of LOI/WO for gate pass processing.
2.8	All the PPE's for employees at work is provided by the contractor. PPE's like safety shoe, helmet, welder's glass; welders shield etc is required to be used during execution of work inside BHEL Plant.
2.9	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

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	in hold of payment of contractor.
2.10	Safety at work will be ensured by Contractor and BHEL will assist, if required.
2.11	Contractor has to maintain scraps as per system defined by BHEL from time to time. Aluminium chips (Gray bins), Offcuts (Sky Blue bins), Al Dust (Black Bins) are to be segregated at source (SAS), bins weighed for returning it to central stores through scrap disposal note (SDN) processed through production department. There is a provision of penalty of minimum Rs. 500/- per instance at source if scrap separation is not found in order.
2.12	In case of compression of fabrication schedule to meet align with BHEL targets contractor has to increase manpower, machines, Hand tools to meet the same.
2.13	Guideline for COVID-19/Pandemic situations: ■ 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 individuals mobile who are entering plant premises. Any guidelines issued in this connection by BHEL, will be acceptable to individuals entering the plant. ■ To make the workplace safe, all the contractor's workers are required to get vaccinated before preparing gate passes.
2.14	Contractors supervisor has to maintain cleaning & 5S activity on day to day basis.
2.15	All raw material, finish jobs & Machines under contractor work station should be properly labeled to maintain 5S in his area.

3.0	FABRICATION PROCEDURE OF ALUMINIUM STRIP FLEXIBLE
3.1	Shifting of Al. sheet of different sizes from storage yard to allotted work area.
3.2	Cutting of Al. sheet as per requirement of fabrication and as per drawing.
3.3	Cutting/Drilling/Slotting in Al. plate/flat as per drawing.
3.4	Welding of Aluminium strips with end sheets as per BHEL defined procedure.
3.5	Removal of spatters and burrs.
3.6	Hard punch of project code, drawing No. Etc. on the finished product.
3.7	Offering for final inspection and clearance from BHEL/QLY through Route Card for each job separately. Route Card to be filled by the contractor's supervisor.
3.8	Handover of cleared flexible to concern BHEL-Person/store in-charge.
3.9	Shifting of Al scrap to scrap yard after weighment. Contractor has to generate Scrap Delivery Note for returning scrap to store.



Annexure-B**GENERAL CONDITIONS OF CONTRACTS****Indent no. 20230094**

1. All work will be allotted to contractor through production department in MRS/Loading Annexure against Work Order. Raw material will be issued by BHEL through Store Issue Voucher (SIV).
2. Material issued to contractor by BHEL production-Department, will be under the responsibility of contractor till he returns the same to Production / Stores.
3. Contractor has to prepare cutting plan and cut the material as per cutting plan to avoid wastage of material. If contractor is found responsible for any wastage of material at any stage of fabrication, the cost of material along with company overhead shall be recovered from his due payment.
4. Contractor has to return / hand over scrap material to BHEL via scrap delivery note (SDN) and type of scrap clearly mention in the scrap note. All type of scrap shall be verified by weight at the time of return to BHEL. Collection and separation of scrap shall be done by the contractor on daily basis after the shift is over.
5. Contractor's supervisor has to maintain data of issued raw material, finished good and scrap material on day to day basis.
6. Contractor has to hand over finished job to BHEL representative in proper format.
7. Shop supervisor from contractor side will co-ordinate with Executive of production department 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.
8. Contractor has to submit the material accountal to production department with respect to SIV (store issue voucher) issued and completion of job as per loading annexure.
9. The consumables will be issued only in proportion to the total tonnage of fabrication work. If the quantity increases, cost of excess qty. shall be recovered from contractor's due payment.
10. Contractor supervisor has to put off all the power switches of machines, fans, lights and other shop machines/tools before leaving the work place after duty is over or going for lunch. If BHEL finds any lapse, suitable penalty shall be imposed on the contractor.
11. Contractor's employees may use BHEL's canteen facility after purchasing the requisite coupons from BHEL. BHEL is not bound for providing subsidized meal to contractor employee. Boarding, lodging & transportation facility of subcontractor's employees has to be arranged by contractor.
12. Quality of weld joint should be such as to qualify the radiography test (depending upon the project requirement).
13. 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.
14. The contractor shall be fully responsible for the acts/omissions by the persons engaged by it 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 and property to BHEL/contractor's own persons/any other



Annexure-B**GENERAL CONDITIONS OF CONTRACTS**

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party due to acts & omissions of sub contractor's or its employee during course of execution of work.

15. Compliance and payment of PF (and other statutory dues) of sub-contractor staff employed for the work shall be the exclusive responsibility of the sub-contractor.
16. The sub-contractor should follow the rules of Health Safety and Environment Management Programme as per requirement of ISO-14001 and OHSAS-18001.
17. **Cleaning of work area after completion of work is responsibility of subcontractor.**
18. Warranty: Not applicable.
19. 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.

(A) 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 (EMD) as specified in NIT is must 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. *Please refer NIT for detail.*
3. **Security Deposit (SD):**
 - a. Successful contractor shall submit the interest free security (S.D.), **5% of total Work order value**, before start of the work in the 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.
 - a. **In case of delay in submission of performance security / Security Deposit, enhanced performance security which would include interest (SB PLR rate + 6%) for the delayed period, shall be submitted by the bidder. Further, if performance security / Security Deposit 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.**
 - b. 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.
 - c. The S.D. shall be refunded to the sub-contractor after three months of successful completion/termination of the contract subject to deduction on account of BHEL dues, non-deposit of statutory dues etc. (if any).
4. **Jurisdiction:** All disputes, claims or actions arising out of or in connection with this contract shall be subject to the exclusive jurisdiction applicable over BHEL Rudrapur (Udham Singh Nagar courts) only.

Annexure-B**GENERAL CONDITIONS OF CONTRACTS****Indent no. 20230094**

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.

(B) RIGHT OF BHEL:

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.

1. 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.
2. 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
 - 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
3. In the opinion of BHEL, the contractor is overloaded and is not in a position to execute the job as per required schedule.
4. To meet the expenses including BHEL overheads on the differential cost at 10%, 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, due to contractor's failure to fulfill any of his obligations. BHEL shall levy overheads of 10% on all such payments along with interest as defined elsewhere in the GCC.
7. While every endeavour will be made by BHEL to this end, they cannot guarantee uninterrupted work due to conditions beyond their control. The Contractor will not be

Annexure-B**GENERAL CONDITIONS OF CONTRACTS****Indent no. 20230094**

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 demobilize forthwith and remobilize at an agreed future date. Cost of such demobilization/remobilization shall be borne by contractor. ORC (Over run compensation) in such cases shall not be applicable for the period between the period of demobilization and remobilization. The duration of contract/time extension shall accordingly be granted by BHEL. 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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1. Payment of bills:

1.1 The payment shall be released progressively after submission of GST invoice/bill and based on WAM and measurement of work on MB book from the date of Submission of proper bill through e-payment mode/TREDS subject to below mentioned compliance/details/documents:

1.1.1 Original Invoice with two copies.

1.1.2 Copy of work order.

1.1.3 Copy of work allocation annexure (LATEST REVISION).

1.1.4 Copy of work completion certificate or Route card/JIM/Inspection Report.

1.1.5 Copy of wage register of the month in which the allotted work has been executed.

1.1.6 Payment details of bank from which wages of employees have been transferred online.

1.1.7 Copy of payment receipt of PF & ESI of Contractor Employee for work execution period.

1.2 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 the contractor.

1.3 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. Else if GST charged is paid, same will be recoverable from the Contractor."

SL. NO.	PAYMENT ON COMPLETION OF FOLLOWING:	% OF PAYMENT TO BE RELEASED
1	Total verified weight of Aluminum strip flexible on monthly/Progressively basis A copy of the loading register & Route card/JIM/Inspection report passed by BHEL, Quality Department to be enclosed with the invoice.	100% against satisfactory completion of fabrication duly cleared by BHEL Quality.

1.4 After acceptance of bill, the payment shall be released from the date of acceptance to contractor as per following.

Sl no.	Type of Bidder	Payment terms (No. of Days)
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

Annexure- C**SPECIAL CONDITIONS OF CONTRACT**

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2. Liquidated Damages (LD):

- a. If the contractor fails to deliver 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 allotted work value.

Quantum of Work/ Annexure	Delivery/fabrication Schedule (No. of Days)
0-1000 Kg minimum	Within 10 Days of loading or receipt of raw material whichever is later.
1001- 2000 Kg minimum	Within 20 Days of loading or receipt of raw material whichever is later.
2000-3000 Kg minimum	Within 30 Days of loading or receipt of raw material whichever is later.

Note:

- The Loading Annexure shall be issued to the contractor for fabrication of items.
- The total sum of the finished weight of items in the loading annexure will attract the respective delivery slab.
e.g. If monthly annexure is of 980 kg, it will lie in 10 days' delivery slab.
If monthly annexure is of 1250 kg, it will lie in 20 days' delivery slab &
If monthly annexure is of 2500 kg, it will lie in 30 days' delivery slab.
- Accordingly Store/ Material Issue Voucher (SIV/MIV) will be issued to the contractor for work execution against issued loading annexure.
- Work completion shall be considered only after acceptance of fabrication Route Card/Inspection report by quality department and the date of acceptance shall be considered as completion date.
- LD shall be calculated on the basis of SIV/MIV date against the loading annexure & the date of acceptance of fabrication Route Card/Inspection report by quality department.

- b. Contractor, after award of contract/LOI must mobilize manpower and required machinery within 7 days' time. Any delay shall attract penalty of Rs 1000 per Week.

(Signature & stamp of bidder)



ANNEXURE-D

QUALIFICATION REQUIREMENT

Indent no. 20230094

QUALIFYING CRITERIA FOR TECHNO-COMMERCIAL BID

SL. NO	DESCRIPTION	OFFER
1	a) Bidder should have Engineer/Supervisor with qualification of Engg. Graduate / Diploma or ITI with 10 years' experience. Bidder to declare the name of person with details and Qualification certificates to be furnished along with the offer. b) Bidder to submit 2 no's aluminum welder qualification certificate issued from any NTPC/Lloyd/BHEL authorized agency. Certificate should be issued before due date of the tender. Welder certificate or continuity Certificate should have validity of minimum 3 months at the time of offer submission. (as par cl. QW-322.1 of American welding standard)	
2	Bidder should have valid PAN Card, EPF registration, ESIC registration, GST registration no. (Enclose copy as proof)	
3	Bidder should have financial Turnover: - a. Average Financial turnover during the last three years, ending 31st March of the previous financial year, should be at least Rs. 08.06 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).	
4	Bidder should have experience of having successfully completed similar work during last 7 years ending last day of month previous to the one in which applications are invited to be the following: - a. Three similar completed works amounting not less than the basic value of Rs 10.75 lakhs each/-. OR b. Two similar completed works amounting not less than the basic value of Rs 13.44 lakhs each/-. OR c. One similar completed works amounting not less than the basic value of Rs 21.50 lakhs/-.	
	Definition of similar work: Bidder should have experience of work execution related to busduct fabrication/Aluminium busduct manufacturing/ Aluminium fabrication work involve welding works.	

Note: Non acceptance/submission/ compliance of above is liable for rejection in T/C Bid.

ANNEXURE-D

QUALIFICATION REQUIREMENT

Indent no. 20230094

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: _____

(Signature of bidder with seal)



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

Indent no. 20230094

A. Bill of Quantity as per following

Bill of quantity for PPC Items :-			
Sl. No.	Work Description	Unit	Quantity in Kgs.
1	Fabrication of Al. Strip Flexible	Kg.	30000
Total qty. in Kgs.			30000

(B) SCHEDULE OF START AND COMPETION OF WORK:

Duration of this contract will be 12 months from the date of work order/LOI.

Sl. No.	ACTIVITY	DATE OF COMPLETION
1	Mobilization of requisite manpower.	Within one week of receipt of W.O.
2	Fabrication of described items as per BOQ	-Work order quantity in 12 months progressively. Loading annexure will be provided to contractor for work allocation. -Time of work completion shall be as per schedule given at Sl. No.2 of (Liquidated damage) of SCC as per Annexure-C.
3	Demobilization of manpower deployed	Within one week of completion of W.O. after obtaining no objection certificate from PDN department.

Annexure-F**DECLARATION BY THE BIDDER**

Indent no. 20230094

Sl. No.	We hereby accept the following conditions	Acceptance by Bidder
1.	Contractor to arrange the all the required machines, hand tools, Safety equipment listed at sl. no. 2.1 of contractor scope of work annexure-A, within 1 week after award of contract/work order.	Accepted
2.	Contractor to ensure compliance of Sl. no. (A) and (B) of Contractor's Obligation as per Annexure-G.	Accepted

(Signature of bidder with seal)



ANNEXURE-G

CONTRACTOR'S OBLIGATIONS

Indent no. 20230094

(A) CONTRACTUAL

- a) 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.
- b) Contractor shall supervise the work allotted to him and to be carried out by his employees.
- c) 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.
- d) Contractor to maintain appropriate records of his employees deployed to carry out the job(s).
- e) 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.
- 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 by BHEL.
- 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 any 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. Penalty shall be applicable on subcontractor if safety measure not met by employee.
- k) 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.

PREPARED BY:

APPROVED BY:

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ANNEXURE-G**CONTRACTOR'S OBLIGATIONS**

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- l) Contractor to ensure that all precautions are taken for safety of his employees and equipments.
- m) 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.
- n) Contractor shall provide to his employees all tools, tackles and equipments 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, equipments and tools and tackles.
- o) Contractor shall provide safety appliances and maintain the same at his own cost which may be required under the statute or otherwise.
- p) 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, 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.
- b) 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.
- 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 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.
- d) 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.
- e) Contractor shall ensure payment of ESI contribution under ESI Act, 1948 and provide ESI membership No./card 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.

PREPARED BY:

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ANNEXURE-G**CONTRACTOR'S OBLIGATIONS**

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- h) Contractor shall be solely responsible for nonpayment/ delayed payment of wages/ DA, contributions under EPF & MP Act, ESI Act etc.
- i) 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.
- 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 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 wage 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.

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