

**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 BusDuct by fully wrapping by polythene sheets & adhesive tape and wooden planks and then covering end by G.I. Sheet as per BHEL Drg.

The packing material GI Sheet, nails, polythene sheet, adhesive, tools tackles etc. shall be provided by BHEL

**c) Estimated BOQ of work shall as follows:**

SI.No.	Item Description	Unit	Estimated in Nos.
A	B	C	D
1	Packing of IPBD as per BHEL Drg. with covering of end with G.I. sheet	Nos.	250
2	Packing of SPBD as per BHEL Drg. with covering of end with G.I. sheet	Nos.	500

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

Successful contractor shall submit the interest free **security (S.D.), 5% of total Work order value**, before start of the work 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.

Work can be started before security deposit is collected in case of small value contracts not exceeding Rs 10 Lakhs. However, payment can be released only after collection/recovery of initial 50 % Security Deposit.

The S.D. shall be refunded to the sub-contractor upon successful completion/termination of the contract subject to deduction on account of BHEL dues, non-deposit of statutory dues etc. (if any).

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

Earnest Money Deposit of Rs. 9218/- 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. MISCELLANEOUS**

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

**9. GST:**

As applicable GST.

10. Validity of Contract: for 6 months effective from date of Work Order

**11. VALIDITY OF OFFER:**

The offer should be valid for a period of 30 days from the date of opening of bid.

**12. 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 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 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.
- 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.
- 13.** Work Distribution: Overall Work shall be awarded to L-1 party
- 14.** 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.
- 15.** 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. 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.
- 16.** 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.
- 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 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 two copies.
2. Copy of work order.
3. Copy of work allocation annexure (LATEST REVISION).
4. Copy of work completion certificate or Rout 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.
7. Copy of payment receipt of PF & ESI of Contractor Employee of work execution period.
8. Copy of main gate Attendance register.

For e-payment, transporter 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 day of receipt of W.O.
2	Packing of IP & SP BusDuct with end covering by G.I.Sheet as per Drg.	Within 10 days from date of Work Order
3	Demobilization of manpower deployed	<b>Within one week of completion of W.O. after obtaining no objection certificate from CDC department.</b>

**20. 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.	<b>Within 30 Days for IPBD</b>
0-100 Nos.	<b>Within 30 Days for SPBD</b>

**21.** Vendor is required to be capable of packing : 10 nos. SPBD and 5 nos. IPBD per day as per BHEL requirement

**PRE-QUALIFICATION REQUIREMENT**

Sl. No.	Documents/Description	Remarks/Page no.
1	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 amount to Rs.1.56 Lakh each b. Two Similar works costing not less than the amount to Rs, 1.95 Lakhs each c. One Similar work costing not less than the amount to Rs. 3.12 Lakhs each Above values are exclusive of GST	Accepted & Documented submission
12	Financial Turnover: - a. Average Financials turnover during the last three years, ending 31 <sup>st</sup> March of the previous financial year, should be at least 1.17 Lakhs, value is exclusive of GST 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
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 Job. fabrication/material handling/Assy./PFR of BusDuct”	

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 Nos.	Rate/Unit(Rs.)
1	Packing of IPBD as per BHEL Drg. with covering of end with G.I. sheet	Nos.	250	
2	Packing of SPBD as per BHEL Drg. with covering of end with G.I. sheet	Nos.	500	