Annexure-A

BHEL & CONTRACTOR'S SCOPE OF WORK

Indent no. 20240347 DT:18.12.2024

1.0	BHEL SCOPE OF WORK:		
1.1	Relevant drawings will be provided by BHEL with work assignment.		
1.2	BHEL will provide Space for working in shop floor.		
1.3	Three roll/Section bending & four-roll machine as per schedule will be provided by BHEL with operator, for rolling of aluminum sheet. Contractor has provide assistance to operator for loading and unloading.		
1.4	Shearing Machine as per schedule for cutting of aluminum sheet.		
1.5	Radial drill machine as per schedule for making hole.		
1.6	Fork Lift, Hydra with driver, when necessarily required for handling/shifting of ducts and raw material to bring it to work area of contractor and take the finished jobs out of the work area.		
1.7	Raw Material will be issued through SIV (Store Issue Voucher) from PDN Deptt. to Contractor as per the targeted requirement, which needs to be received & signed on SIV by contractor.		
1.8	Electricity- Electrical Points as available in work area.		
1.9	Filler Wire & Spool- Required quantity with the assigned work.		
1.10	Argon Gas and compressed Air as per requirement of work.		
1.11	Radiography Test/DP Test to be performed on the offered welded joints. Test kit will be provided by BHEL.		
1.12	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.		
1.13	Work assignments from BHEL will be communicated through email/hard copy as per the BHEL turnover targets.		
1.14	All consumables of hand grinder, jig saw, circular saw, drilling machine 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 provided by BHEL.		
1.15	With the increased loading of ducts and 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.		



Annexure-A

BHEL & CONTRACTOR'S SCOPE OF WORK

Indent no. 20240347 DT:18.12.2024

2.0	CONTRACTOR SCOPE OF WORK:			
	Following machines and hand tools are mandatory and are to be arranged by sub contractor:- Machines:-			
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	1. MIG Welding machine (-300 to 500 Amps or above rating)-2 no's.(Minimum)			
	2. TIG Machines (300 to 500 Amps or above rating)- 1 no. (Minimum)			
	Hand tools(As per requirement):-			
	1. Jig saw machine			
	2. Circular saw machine			
	3. Hand Grinder			
	4. Hand Grinder(big size 7")			
	5. Hand Drill Machine			
	6. Drill Bits of different size as per requirement.			
2.1	7. All other measuring and marking tools.			
2.1	Safety Equipment (for all worker) :-			
	1. Welding Helmet to welder			
	2. Dangry			
	3. Safety Helmet			
	4. Safety Shoe			
	5. Nose Mask			
	6. Ear Muff			
	Note:			
	1. Cost of maintenance for their machines and hand tools will be borne by subcontractor.			
	2. No hand tools and safety equipment shall be provided by BHEL.			
2.2	Depute Sufficient Skilled, semi-skilled and unskilled manpower which includes helpers and cleaners 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 done as per Approved WPS in accordance with ASME Sec IX (Welding Procedure Specifications).			
2.5	Contractor to obtain one-time worker compensation policy to be obtain upon receipt of LOI/WO. This is required to mitigate any unwanted miss happening/injury/death at workplace to compensate worker.			



2.6	All the contractor's employees will be issued photo gate pass. Cost of preparation of gate pass will be borne by contractor.			
2.7	Contractors has to register their employees in BHEL biometric system for daily attendance.			
2.8	All the PPE's for employees at work is provided by the contractor. PPE's like safety shoe, Ear muff, Nose Mask, helmet, welder's glass; welders shield etc is required to be used during execution of work inside BHEL, CFP, and Plant.			
2.9	All the statutory obligations like PF Challan (if applicable), ESI Challan (if applicable), Wages Record, Labour licensee copy (if required), 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.			
2.10	Contractor will ensure safety at work 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	Contractor has to follow IPBD fabrication procedure as per (C) of Annexure-E.			
2.14	 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 coworkers. 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. 			

(Signature of bidder with seal)



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1. BHEL reserves the following rights:

1.1 BHEL intends to employ 02 (Two) sub-contractors for the tendered work to execute the fabrication work at 02(Two) fabrication stations.

1.2 Loading criteria / distribution matrix for successful bidders shall be as follows:

No. of bidders accepting	Distribution of tender quantity (%)		
L-1 rates (including original L-1 bidder)	L-1	L-2	
01 Bidder	60	-	
02 Bidders	60	40	

- 1.3 L-1 rate shall be counter-offered to techno-commercially qualified bidders according to their ranking in comparison statement i.e. L-2, L-3 etc. respectively. In case of non-acceptance of counter-offer by any bidder, counter-offer shall be extended to next bidder in ranking. In case of "N" techno-commercially qualified responses (N being three or more), distribution shall be limited to "N-1" out of total "N" qualified responses. In case of two qualified response, BHEL reserves the right for distribution.
- 1.4 Radiography testing of welded joints: as per the customer requirement for radiography, BHEL shall provide suitable inputs & arrange RT on its own and the welded joints must qualify the same. In the event of failure of welded joints in RT, the charges for re-testing shall be borne by the contractor, if the failure is due to poor workmanship.
- 1.5 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.

2. Payment of bills:

- 2a. 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 REVISON).
- 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.

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2b.

SL.	PAYMENT ON COMPLETION OF	% OF PAYMENT TO BE
NO.	FOLLOWING:	RELEASED
	Total verified weight of welded Assy. of IPBD	
	enclosure and conductor as per the work-	100% against satisfactory
1	register on monthly/Progressively basis A copy of the register & Route Card passed by	completion of fabrication
	A copy of the register & Route Card passed by	duly cleared by BHEL
	BHEL, Quality Department to be enclosed with	Quality.
	the invoice.	

2c. 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	120 days	
	tenders floated outside GeM.		

Note:

- 2.2 Without above documents bill cannot be processed for payment
- 2.3 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.
- 2.4 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."

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3. Liquidated Damages (LD):

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

Quantum of Work/ Annexure	Delivery/fabrication Schedule (No. of Days)
0-07 MT minimum	Within 10 Days loading or receipt of raw material
07-15 MT minimum	Within 20 Days loading or receipt of raw material
15-30 MT minimum	Within 30 Days loading or receipt of raw material

Note:

- 1. Monthly Loading Annexure shall be issued to all contractors for fabrication of IPBD.
- 2. The total sum of the loading annexure will attract the respective delivery
 - e.g. If monthly annexure is of 18 MT (15-30 MT), it will lie in 30 days' delivery slah
 - If monthly annexure is of 12 MT (07-15MT), it will lie in 20 days' delivery slab &
 - If monthly annexure is of 05 MT (0-07 MT), it will lie in 10 days' delivery slab.
- 3. Accordingly Store/ Material Issue Voucher (SIV/MIV) will be issued to contactor for work execution against issued monthly loading annexure.
- 4. 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.
- **5.** LD shall be calculated on the basis of SIV/MIV date against monthly loading annexure & the date of acceptance of fabrication Route Card/Inspection report by quality department.
- b. Contractor, after award of contract/LOI shall mobilize manpower and required machinery within 7 days' time. Any delay shall attract penalty as per above detail.

4. General Terms and Conditions

1. Raw material issued to contractor by BHEL, will be under the responsibility of contractor till he returns the same to Production / Central Stores.

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- 2. Contractor has to prepare cutting plan and cut the material before rolling and bending of sheet to avoid the wastage of fresh material. All enclosure/conductor sheet and plate to be first cut as per cutting plan before rolling. Cutting of rolled sheet/plate are not allowed for making window opening/ tap-off cut outs and saddle plate fixing pad. If found responsible for any wastage of fresh material at any stage of fabrication, the cost of fresh material along with company overhead shall be recovered from his due payment.
- 3. Contractor has to return / hand over scraped material to BHEL via scrap delivery note with quantity and type of scrap clearly mentioned it. All type of scrap shall be verified by weight at the time of return. Collection and separation of scrap to be done by contractor on daily basis after the shift is over.
- 4. Contractor's Engineer / supervisor have to maintain data of issued raw martial, finished good and scrap material against each loading.
- 5. Contractor has to hand over finished job to BHEL representative / painting department in proper format along with all fittings like, window cover, assembly of Heater / CT terminal box, conductor etc.
- 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 has to submit the material accountal every month w. r. t. SIV issued by production, after the completion of fabrication.
- 8. Contractor may have to execute the work order in 2 shifts as per production requirement. He has to put off all the power switches of machines, fans, lights and other shop appliances before leaving the work place after duty is over or going for lunch. If BHEL finds any lapses, suitable penalty shall be imposed to the contractor.
- 9. 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.
- 10. Boarding, lodging & transportation facility of subcontractor's employees has to be arranged by contractor.
- 11. A work-register has to be maintained containing following information regarding IP ducts:
 - a) Date of receipt of IPBD Al. Raw Material for enclosure/conductor from BHEL along with requisite Drawings.
 - b) Date of inspection offered to BHEL.
 - c) Date of handing over of finished IPBD Enclosures/ Conductors to BHEL Production/Quality, with re-work/rectification incorporated as per the remarks of BHEL, Quality Deptt.
- 12. Quality of weld joint should be such as to qualify the radiography test (depends upon the project requirement).

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- 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 coordination with BHEL in two shifts/three shifts.
- 14. 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 subcontractor or its employee during course of execution of work.
- 15. Compliance and payment of PF 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 Program 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.
- 5. Any small repair work owing to loading/un-loading/transportation/shifting work to be carried out by fabricator on no extra charge's basis.
- 6. Bonus clause, PVC, ORC, are not applicable.

(Signature & stamp of bidder)

QUALIFYING CRITERIA FOR TECHNO-COMMERCIAL BID

SL. NO	DESCRIPTION	OFFER
1	 a) Bidder should have Engineer/Supervisor with qualification of Engg. Graduate / Diploma / 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 as per Contractors Scope of work at sl. No. 2.3 of Annexure-A. Certificate should be issued before due date of the tender. 	
	Bidder to get at least 2 Aluminium welders, qualified by BHEL before submission of offer. Welder qualification shall be done as per required norms mentioned in Contractors Scope of Supply at SI. No. 2.3 of Annexure-A	
	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 (FY 21-22, FY 22-23 & FY 23-24. if audited balance sheet of FY 23-24	
	is not available then balance sheet of FY 20-21 may be submitted by bidder), ending 31 st March of the previous financial year, should be at least Rs. 20.04 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	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 costing not less than the basic amount of Rs. 13.36 Lakhs /- each. OR	

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PREPARED BY:

QUALIFICATION REQUIREMENT

Indent no. 20240347 DT:18.12.2024

b. Two similar completed works costing not less than the basic	
amount of Rs. 20.04 Lakhs/- each.	41 . A
OR	Aug 19
c. One similar completed works costing not less than the basic	
amount of Rs 33.40 lakhs/	
Note: - In case of similar completed works being executed with BHEL	
CFP Rudrapur, experience will be considered till the last day	
previous to due date of tender submission.	
Definition of similar work:	
Bidder should have experience of work execution related to busduct	
fabrication/Aluminium busduct manufacturing/ Aluminium	
fabrication work where Aluminium welding work is involving in	
fabrication. Other Steel Fabrication Work involving welding works.	

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

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:			
IES Code:		•	

(Signature of bidder with seal)

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BOQ , SCHEDULE OF WORK & FABRICATION PROCEDURE

Indent no. 20240347 DT:18.12.2024

A. Bill of Quantity as per following

Sl.no	DESCRIPTION		QTY	Unit
	enclos	scope of work, Fabrication work of IPBD for sure & conductor inside BHEL, CFP, Rudrapur at rate of Rs./Kg as under		
1	IPBD	Straight enclosure & Conductor includes enclosure with channel ring mounting pad, 75 mm hole in channel rings & backing tube in conductor. Sample Drawing No. 31331711020,31192411115,31632211021(Ass y and fabrication both drawing attached but assembly is not in scope of bidder hence assembly drawing attached only for reference)	461000	Kg

BHEL will also pay for supplementary work on and above Rs/Kg charges of a standard straight duct as per the following details.

Supplementary work Description	Criteria	Rate (Rs/No.)
	For Enclosure Dia Up to 876	240.00
Per Bend Enclosure Joint	For Enclosure Dia 900 to 1200	299.00
	For Enclosure Dia 1201 to 1700	359.00
	Box Channel cond. up to 254 mm size./ Tubular cond. 114& 142 dia.	167.00
Per Bend Conductor Joint	> 254 box CH. and up to dia 530	419.00
	dia from 531 to 800	599.00
	dia from 801 & above	719.00
	For Enclosure Dia Up to 876	389.00
Per window & cover fabrication.	For Enclosure Dia 900 to 1200	539.00
	For Enclosure Dia 1201 to 1700	719.00
	Box channel cond. size up to 254 mm, / Tubular cond. 114 dia.& 142 dia.	294.00
Per Blanking Plate & Palm	dia from 255 to 530	587.00
	dia from 531 to 800	934.00
	dia from 801 & above	1366.00
	For Enclosure Dia 1201 to 1700	138.00
Per Enclosure flange & SOB Flange	For Enclosure Dia 900 to 1200	108.00
	For Enclosure Dia Up to 876	78.00
Enclosure Continuity flange & Palm Plate	For Enclosure Dia Up to 1500mm	1925.00



Annexure-E

BOQ, SCHEDULE OF WORK & FABRICATION PROCEDURE

ndent no. 20240347 DT:18.12.2024	
CT Terminal box up to 7 kg. wt. & CT Pad	229.00
CT Terminal box above 7 kg. wt. & CT Pad	516.00

- 1. If the allocation for the supplementary work exceeds 15%, same shall be borne by the contractor without any additional claim to BHEL.
- 2. Total payment (in overall contract and not in individual RA bill payment) against supplementary work for the work order shall be limited to the extent of 15% of the total basic fabrication cost. Payment against supplementary work in individual RA bills shall be as per actual measurement.
- 3. Palm assembly for channel/tubular conductor without blanking plate shall not be paid extra.
- 4. Adaptor box at transformer end, GT end, barrel wall, GCB end, shall be considered as straight duct. Cost of window shall be added as per size of enclosure.
- 5. Channel rings fitment wherever called in drawing has to be fitted without any extra charges.
- 6. Extra charges other than above listed work shall not be considered.

(B) <u>SCHEDULE OF START AND COMPETION OF WORK: Duration of Contract 12 Months from the date of Work Order/LOI</u>

SI. No.	ACTIVITY	DATE OF COMPLETION	
1	Mobilization of requisite manpower.	Within one week of receipt of W.O.	
2	Fabrication of IP Bus Ducts	 -Allotted quantity to contractor's of IPBD in 12 months progressively. -Time of work completion shall be as per schedule given at Sl. No.8 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.	

(C) FABRICATION PROCEDURE & SCOPE OF WORK

Α	FABRICATION OF IPBD ENCLOSURE: AS PER DRAWINGS	
1	Rolling of Enclosure Drums of required diameter, duly flared (if reqd.) at one end and Longitudinally welding.	
2	Making full length of Enclosure by joining required no. of drums with each other.	
3	Marking for Channel Ring(s), Inspections Window(s), CTTB(s), CTMP(s), HAB Hood(s), SOI Flange(s), Tap-Off(s) etc. as per drawing	
4	Marking for profile(s) for different degree(s) as per drawing	
5	Cutting by Jig Saw / Circular Saw	

Annexure-E

BOQ , SCHEDULE OF WORK & FABRICATION PROCEDURE

lent	no. 20240347 DT:18.12.2024
6	Preparation of Channel Ring(s), Inspections Window(s), CTTB(s), CTMP(s), HAB Hood(s), SOE Flange(s), etc. as per drawing
7	Match marking / fit-up and tack welding
8	Fillet welding + butt welding on bend(s) / profile(s) / tap-off(s)/welding of tap-off conductor and SOB flange after assembly of busduct (enclosure and conductor)
9	Offer for in process inspection (DP & Dimension) by BHEL/Qly.
10	Dressing & roughing, removal of burrs & grinding of extra welding for painting.

В	FABRICATION OF IPBD CONDUCTOR: AS PER DRAWINGS	
1	Rolling of Conductor halves of 2000 mm of required diameter.	
2	Making full length of Conductor by joining required no. of Conductor halves	
3	Marking for slot(s), cut-out(s), spacer(s), SOB Flange(s)	
4	Marking for profile(s) for different degree(s) as per drawing	
5	Cutting by Jig Saw / Circular Saw	
6	Preparation of SOB Flange(s), Blanking Plate & Palm assy(s) etc. as per drawing	
7	Match marking / fit-up and tack welding	
8	Fillet welding + butt welding on bend(s) / profile(s) / tap-off(s)	
9	Offer for in process inspection (DP & Dimension) by BHEL/Qly	
10	Dressing & roughing, removal of burrs & grinding of extra welding	



Sl. No.	We hereby accept the following conditions	Acceptance by Bidder
1.	Short closing of contract as per PQR annexure-D, clause no. 3(c) and as per Special Conditions of Contract annexure- C, clause no. 3 to 6.	Accepted
2.	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 .
3.	Contractor to ensure compliance of Sl. no. (A) and (B) of Contractor's Obligation as per Annexure-G.	Accepted
4.	Mobilization of Manpower & machines for 30MT output capacity per month IPBD Fabrication inside BHEL-Rudrapur against this contract.	Accepted

(Signature of bidder with seal)



(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 subcontract 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.

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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, GST 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.

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- 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 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.
- 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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