

SCOPE OF WORK & SPECIAL CONDITIONS OF CONTRACT:

1. Scope of Work:

- (a) 'Packing of IP Busducts by fully wrapping it by polythene sheets & adhesive tape & then to be packed by wooden Planks and Wooden Curves as per BHEL Drg. Packing-01
- (b) Packing of SP Busduct by wooden planks and it should be completely covered by Polythene sheets & adhesive tape, as per BHEL Drg. Packing-02 for plain/Packing for canopy SPBD
- (c) Wooden Crates to be created according to the volume of standard size defines by BHEL i.e. 60cm (L) x 60cm(W) x 40 cm(H).
 - Wooden crates made larger than size at (c) (according to the requirement) shall be considered on pro-rata volume basis. Pro-rata volume will be considered upto 2 decimal point.
 - Wooden crates made smaller than this Standard size (according to the requirement) will be treated as standard size.
- (d) Gunny packs to be made using polythene sheets and tapes provided by BHEL.
 - EPDM Foam packing of fragile items shall be considered in Gunny packing of individual item irrespective of size.
- (e) Wooden Crates with Plywood to be made according to the volume of standard size defined by BHEL i.e. 60cm (L) x 60cm(W) x 40 cm(H).
 - Wooden crates with Plywood made larger than standard size (according to the requirement) shall be considered on pro-rata volume basis. Pro-rata volume will be considered upto 2 decimal point.
 - Wooden crates with plywood made smaller than this standard size (according to the requirement) will be treated as full part.
 - In Packing work pasting of stickers/ packing slip in Busducts/Boxes is also included
- (f) Contractor to collect the packing materials from 5-6 designated areas within the factory premises. The collection should be done in a timely and organized manner without any cost implication to BHEL.

2. Estimated quantum of work shall be as follows:

- a) Fresh Packing of IPBD: 3514 nos.
- b) Fresh Packing of SPBD: 5160 nos.
- c) Packing in Wooden Box: 14190 nos.
- d) Packing of Wooden Boxes with plywood: 4671 nos.
- e) Packing of Gunny bag: 4004 nos.
- f) Repacking of IP, SP busducts & Gunny: 500 nos.

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

SPECIAL CONDITIONS OF CONTRACT

1. All material required for packing like, wooden planks, nails, polythene sheet, Wooden ply, sticker, Packing List, fiber glass etc. required for packing including tools & tackles for the work shall be provided by BHEL.
2. Quantum of work shall be as specified in the scope of work (Annexure-A)
3. EMD: As per NIT
4. Security Deposit (SD): As per NIT
5. **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.
6. **Jurisdiction:** All disputes, claims or actions arising out of under or in connection with this contract shall be subject to the exclusive jurisdiction applicable over BHEL Rudrapur (Udham Singh Nagar) only.
7. 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.
8. The contractor shall maintain regular contact with the designated employee(s) of BHEL and will interact on matters relating to the work awarded under the contract.
9. The contractor is advised to familiarize itself, of the working conditions within BHEL and take all necessary precautions for safe working by its persons. BHEL shall not be liable for any compensation to contractor/its person for any injury/casualty to contractor's person caused as a result of incident/accident during the period of the contract.
10. The contractor shall be fully responsible for the acts/omissions by the persons engaged by it for working at BHEL premises 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 liable to compensate for any damage to person/property of BHEL/third party by its person(s) within BHEL premises.

11. The decision of BHEL regarding interpretation of any of terms and conditions set forth in this agreement shall be final and binding on the contractor.
12. Notwithstanding anything contained in the agreement, the contract may be terminated by BHEL by giving a notice of 15 days to the contractor without assigning any reason therefore.
13. All disputes arising in connection with the contract shall be settled by mutual consultation. If no agreement is reached, the dispute shall be settled in accordance with the provisions of the Arbitration and Conciliation act, 1996 and the rules made there under. The dispute shall be referred for arbitration to any arbitrator to be appointed by Head of Unit (BHEL, Rudrapur) The award of the arbitrator shall be final and binding on both the parties. The venue of arbitration shall be Rudrapur in India. The award to be given by the Arbitration shall be a speaking award. All questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of Rudrapur courts.
14. **MISCELLANEOUS** Under ISO-14001 & ISO 18001 obligations for environmental safety and Occupational Health Safety, the necessary instruction shall be followed.
15. GST: as applicable.
16. **Validity of Contract:-** The contract shall be valid for a period of 02 years from the date of award of contract.
17. The contractor shall essentially comply with labour requirements as mentioned in Annexure – B (Contractor's Obligations)
18. Compliance and payment of PF & ESIC of contractor staff employed for the work shall be the exclusive responsibility of the contractor.
19. Bidders are requested to furnish regret letter through email/fax/speed post/courier, if for any reason they are not able to put forward their offer against this tender enquiry.
20. BHEL reserves the following right: To accept or reject any of all tenders without assigning any reason therefore

CONTRACTOR'S OBLIGATIONS

(A) CONTRACTUAL

- a) 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 workers about the manner of carrying out the work as per the prescribed specifications and quality plan. However, in view of ensuring a certain standard of service quality, the contractor has to mandatorily deploy of 02 workers (Un-Skilled) for packing of Busducts and its accessories. A Supervisor to be deputed by contractor on his own cost on all working days on full time basis for deploying the works according to the requirement of BHEL.
- b) Contractor shall supervise the work allotted to him and to be carried by his employees. A supervisor will specifically be required to be provided. The contractor will intimate in writing the details of the supervisor, in advance. In case, he has to replace the supervisor, he will intimate the same well in advance.
- 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.
- 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 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.
- k) Contractor to ensure that all precautions are taken for safety of his employees and equipment's.
- l) 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.
- m) Contractor to take insurance policy of his men.
- n) Contractor shall provide safety appliances and maintain the same at his own cost which may be required under the statute or otherwise.

(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 to provide PF pass book to his employees and ensure payment of PF 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.
- d) Contractor shall ensure payment of ESI contribution under ESI Act, 1948 and provide ESI membership No./card of each employee.

- e) Contractor shall produce proof of deductions as well as remittances of PF, ESI contribution, administrative charges etc. wherever applicable and shall maintain proper records. Contractor to issue wage slips to his employees.
- f) Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.
- g) Contractor shall be solely responsible for non-payment/ delayed payment of wages/ DA, contributions under EPF & MP Act, ESI Act etc.
- h) 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.
- i) Contractor shall indemnify BHEL against all claims and losses under various Labor Laws, statutes or any civil or criminal law in connection with employees deployed by him.
- j) The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
- k) 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.
- l) 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.
- m) 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.
- n) Over and above the daily wage rate, payment shall be made for leave with wages.
- o) 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.
- p) 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.

- q) 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.
- r) Contractor to obtain license under CL(R&A) Act, 1970.

Annexure-C

- 1. WORK DISTRIBUTION-** 100% Work shall be awarded to single L-1 party on overall basis.
- Any loss/damage/intention damages of BHEL's Tools & Plant during the execution of contract will be liable for recovery of cost involved, from the bills of contractor.

3. VALIDITY OF OFFER:

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

4. 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

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

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

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

For e-payment, transporter has to submit the following information:

- Name of beneficiary :
- Bank Name :
- Bank Account No. :
- Branch Name :
- IFSC Code :

5. SCHEDULE OF START AND COMPLETION OF WORK:

S.N.	ACTIVITY	DATE OF COMPLETION
1	Mobilization of requisite labor	Within one week of receipt of W.O.
2	Packing of Various Projects items as per BOQ	Within 2 years from date of Work Order
3	Demobilization of manpower deployed	Within one week of completion of W.O. after obtaining no objection certificate from CDC department.

6. **LIQUIDATED DAMAGES (LD):**

If the contractor fails to delivery of packing of IPBD & SPBD and its 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 contract value.

Quantum of Work	Packing Schedule per month
0-300 Nos.	IPBD
0-300 Nos.	SPBD
0-650 Nos.	Making of fresh wooden boxes (60CMx60CMx40CM)
0-200 Nos.	Making of fresh wooden boxes with Plywood (60CMx60CMx40CM)
0-600 Nos.	Gunny Packing
0-150 Nos.	Repacking of IPBD, SPBD & Gunny Packing