

**(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.

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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.

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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.
- 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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**Annexure-2****BHEL SCOPE OF WORK**

BHEL SCOPE OF WORK:	
1.1	Shearing machine on schedule basis for shearing gasket from sheet. Notching machine on schedule basis with dies & punch for making dove tail joints
1.2	NB cork or neoprene sheet as per drawings.
1.3	Relevant drawings will be provided by BHEL with work assignment.
1.4	Suitable space for execute the work.
1.5	Fork Lift Hydra with driver only as & when necessarily required for handling/shifting of finished gaskets 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 vide 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	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.
1.8	Work assignment will be given to contractor in the form of Annexure to this work order.

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**Annexure-3****CONTRACTOR SCOPE OF WORK**

II)	<b>CONTRACTOR SCOPE OF WORK:</b>	
1.1	Following machine and hand tools are mandatory and to be arranged by sub contractor:- <b>Hand tools:-</b> 1. Jig saw machine-2 no's.(Minimum) 2. Hand Drill Machine-2 no's .(Minimum) 3. All other measuring and marking tools. <b>Safety Equipment:-</b> 1. Eye Glasses –All Workers 2. Dangry - All workers 3. Safety Helmet - All workers 4. Safety Shoe- All workers No hand tools and safety equipment shall be provided by BHEL.	
1.2	Depute Sufficient trained & experienced highly skilled & skilled manpower which includes Supervisor, Safety Supervisor and Fitters complete the assigned work.	
1.3	All the contractor's employees will be issued photo gate pass. Cost of preparation of gate pass will be borne by contractor.	
1.4	Attendance register will be available at Main gate of Plant and daily attendance will be registered there.	
1.5	All the PPE's for employees at work is provided by the contractor. PPE's like safety shoe, helmet, etc is required to be used during execution of work inside BHEL, CFP, and Plant.	
1.6	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 in hold of payment of contractor.	
1.7	Safety at work will be ensured by Contractor and BHEL will assist, if required.	

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PROCURE FOR PREPARATION OF GASKET	
1.1	Issue raw material from store as per requirement.
1.2	Cutting of gasket as per drawing from sheet.
1.3	Making end joints (dovetail joint) by notching machine with help of Die and punch.
1.4	Offer finished gasket to quality department if any rework then re-offer to quality department.
1.5	After getting quality clearance wind up the wrapping of gasket by tape & mark detail as per following: <div style="border: 1px solid black; padding: 5px; margin: 10px auto; width: fit-content;">             Project Name: .....              Size:.....              Drawing No..... Var.....              Qty:.....Date of Manufacturing.....           </div>
1.6	Finished job will be handed over to PPC department & collect work completion.

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**(A) GENERAL TERMS & CONDITIONS:**

- 1) Material issued to contractor by BHEL, will be under the responsibility of contractor till he returns the same to Production / Central Stores.
- 2) Contractor has to prepare cutting plan and avoid the wastage of fresh material. If he found responsible for any wastage of fresh material at any stage of fabrication, the cost fresh material along with company overhead shall be recovered from his due payment.
- 3) Contractor has to return / hand over scrap material to BHEL official via scrap note quantity 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 official. Collection and separation of scrap to be the contractor on daily basis after the shift is over.
- 4) Contractor's supervisor have to maintain data of issued raw material, finished good and scrap material on day to day basis.
- 5) Contractor has to hand over finished job to BHEL representative proper format.
- 6) Supervisor from contractor side will co-ordinate with Executive/Supervisor of PPC 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.
- 7) Contractor has to submit the material accountal every month w. r. t. SIV issued by production, after the completion of fabrication.
- 8) Contractor has to execute the work order in 2 shifts on compulsory basis 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 laps, 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 Annexure, Raw Material for gasket from BHEL along with requisite Drawings.
  - b) Date of inspection offered to BHEL.
  - c) Date of handing over of finished gaskets to BHEL PPC/Quality, with re-work/rectification incorporated as per the remarks of BHEL, Quality Deptt.
- 12) 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.

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- 13) Cleaning of work area after completion of work is responsibility of subcontractor.
- 14) Warranty: Not applicable.
- 15) 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.

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A. Bill of Quantity as per following

Sl. No.	Work discretion	Unit	Quantity for Six Month
1	NB Cork Gasket FOR SPBD	no	1500.0
2	NB Crock Gasket For IPBD	no	1000.0
3	Neoprene Gasket For SPBD	no	4000.0
4	Neoprene Gasket For IPBD	no	1500.0

B. SCHEDULE OF START AND COMPETION OF WORK:

SN	ACTIVITY	DATE OF COMPLETION
1	Mobilization of requisite manpower.	Within one week of receipt of W.O.
2	Preparation of Gaskets	Quantity as per above BOQ to contractor's of Gaskets in 6 months progressively.
3	Demobilization of manpower deployed	Within one week of completion of W.O. after obtaining no objection certificate from PPC department.

C. Liquidated Damages (LD):

- i) If the contractor fails to delivery of 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 contract value.

Quantum of Work/ Annexure	Delivery/fabrication Schedule (No. of Days)
0-400 No's	Within 7 Days
400-850 No's	Within 15 Days
850-1300 No's	Within 30 Days

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## PRICE BID FORMAT

Sl. No.	Work description	Unit	Rate/Unit Rs.	Quantity for Six Month	Total Value Rs.
1	NB Cork Gasket FOR SPBD	Nos		1500	
2	NB Cork Gasket For IPBD	Nos		1000	
3	Neoprene Gasket For SPBD	Nos		4000	
4	Neoprene Gasket For IPBD	Nos		1500	
5	<b>Total Value Rs.</b>				
6	<b>GTS @ 18%</b>				
7	<b>Total Estimated Value Rs.</b>				

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