

## Annexure-A BHEL & CONTRACTOR'S SCOPE OF WORK

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 Approx. 10 mtrs x 10 mtrs )
1.3	Shearing Machine as per schedule for cutting of aluminum sheet.
1.4	Radial drill machine as per scheduled time.
1.5	Fork Lift Hydra with driver only as & 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.
1.6	Raw Material will be issued vide SIV(Store Issue Voucher) from PDN Deptt. to Contractor as per the targeted requirement.
1.7	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.
1.9	Work assignments from BHEL will be communicated through email/hard copy as per the BHEL turnover targets.
1.10	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 globs etc. - Required quantity with the assigned work will be provide by BHEL.

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## Annexure-A BHEL & CONTRACTOR'S SCOPE OF WORK

2.0	CONTRACTOR SCOPE OF WORK:
2.1	<p>Following machine and hand tools are mandatory and to be arranged by sub contractor:-</p> <p><b>Machines and Hand Tools:-</b></p> <ol style="list-style-type: none"> <li>1. Hammer drill -1 no.(Minimum)</li> <li>2. Jig saw machine-1 no. (Minimum)</li> <li>3. Circular saw machine-1 no. (Minimum)</li> <li>4. Hand Grinder-1 no. small size(Minimum)</li> <li>5. Hand Grinder-1 big size</li> <li>6. Hand Drill Machine-1 no.(Minimum)</li> <li>7. Drill Bits of different size as per requirement.</li> <li>8. All other measuring and marking tools.</li> </ol> <p><b>Safety Equipment:-</b></p> <ol style="list-style-type: none"> <li>1. Safety Helmet – 5 nos.</li> <li>2. Dangry - All workers</li> <li>3. Safety Helmet - All workers</li> <li>4. Safety Shoe- All workers</li> </ol> <p>Cost of maintenance for their machines and hand tools will be borne by sub-contractor. No hand tools and safety equipment shall be provided by BHEL.</p>
2.2	Depute Sufficient trained & experienced highly skilled & skilled manpower which includes Engineers, Supervisors, Safety Supervisor, Fitters, and Aluminum Welders to complete the assigned work.
2.3	Depute Sufficient semi-skilled & unskilled manpower which includes helpers, painters, and cleaners to support the highly skilled & skilled manpower to complete the assigned work.
2.4	All the contractor's employees will be issued photo gate pass. Cost of preparation of gate pass will be borne by contractor.
2.5	Attendance register will be available at Main gate of Plant and daily attendance will be registered there.
2.6	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, CFP, and Plant.
2.7	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.

(Signature of bidder with seal)

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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 cut the material before start of fabrication, to avoid the wastage of fresh material. All Flat / plate to be first cut as per cutting plan before start of machining operation. 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 Engineer / 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 / painting department in proper format along with all fittings.
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. The consumables will be issued (as per BHEL scope of work clause no. 1.11) only in proportion to the total tonnage of fabrication work. If the quantity increases, cost of excess qty. shall be recovered from contractors due payment.
9. 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.
10. 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.
11. Boarding, lodging & transportation facility of subcontractor's employees has to be arranged by contractor.
12. A work-register has to be maintained containing following information regarding Al./Cu. Conn./Packers:
  - a) Date of receipt of Aluminium and copper Raw Material from BHEL along with requisite Drawings.
  - b) Date of inspection offered to BHEL.
  - c) Date of handing over of finished Copper connections / Al. splice pates / packers to BHEL Production/Quality, with re-work/rectification incorporated as per the remarks of BHEL, Quality Deptt.

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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 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 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 sub contractor 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.

**(A) OFFER SUBMISSION IN RESPONSE TO INVITATION:**

1. Offer to be submitted in two bids. (a). **Techno-commercial bid & (b). Price Bid.**
2. **Techno-commercial bid** should contain signed & stamped pages of Annexure-A, B, C, D, E, F, G and Annexure-H2 (Unapprised Bid only) along with required EMD as specified in NIT. Copies of other documents (like PF, ESIC, & GST reg. etc) as mentioned in PQR Annexure-D to be attached OR submitted online.
3. **Price Bid** should contain only one filled price bid Annexure-H1, duly signed & stamped OR will be submitted online.
4. Party to confirm their acceptance Detailed scope of work, general terms & conditions and other terms & conditions by signing and stamping all pages of Annexure-A, B, C, D, E, F, G and Annexure-H2.
5. Offer to be submitted in two separate sealed envelopes Addressed to DGM (MM & STORE) CFP, Rudrapur. First Envelope containing Techno-commercial Bid with EMD amount, Tender No., due date, techno commercial bid & bidders name should be clearly mentioned on envelope. Second envelop contain only filled price bid & Tender No., due date, Price bid & bidders name should be clearly mentioned on envelope. Tender also has to be dropped in TENDER BOX placed in MM Deptt on or before due date & time.

OR

Offer to be submitted online.

**(B) EVALUATION OF OFFERS:**

20. Technical cum commercial Bid shall be opened first on due date specified in NIT for technical evaluation.

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21. Price Bid shall be opened only for Technical cum commercial Bid qualified bidders.
22. L-1 Party selection will be on the basis of overall offered price, received in price bid.
23. Offers not meeting Qualifying Requirements as per Annexure-II shall be out rightly rejected.
24. Based on evaluation of the bids, successful bidder shall be awarded the contract.
25. Evaluation of offer will be strictly based on the information submitted by the bidder. In view of this the bidder is requested to go through tender document carefully and furnish all detail clearly.
26. If any Bidder submit revised price bid before due date and time in that case only revised price will be opened. Bidder has to clearly mention "Revised price bid" on the envelope.
27. If two or more sealed price bids are submitted by single bidder then BHEL will take final decision for opening of any one price bid.
28. If any bidder submits two or more price bid in one envelop then bidder will be disqualified for further consideration in this tender.
29. The BHEL reserves its right to negotiate with the Bidder.

(C) 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-I.
2. **Earnest Money Deposit (EMD):**  
Earnest Money Deposit of Rs. ~~25000~~<sup>27824</sup>/- 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*
3. **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).
4. **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.

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 at site.
6. 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 sub contractor or its employee during course of execution of work.
7. Compliance and payment of PF of sub contractor staff employed for the work shall be the exclusive responsibility of the sub contractor.
8. The sub contractor should follow the rules of Health Safety and Environment Management Programme as per requirement of ISO-14001 and OHSAS-18001.
9. 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.

**(D) 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.

- i) 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.
- ii) 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:-
  - i) Contractor's continued poor progress
  - ii) Withdrawal from or abandonment of the work before completion of the work
  - iii) Contractor's inability to progress the work for completion as stipulated in the contract
  - iv) Poor quality of work
  - v) Corrupt act of Contractor
  - vi) Insolvency of the Contractor
  - vii) Persistent disregard to the instructions of BHEL
  - viii) Assignment, transfer, sub-letting of contract without BHEL's written permission
  - ix) Non fulfillment of any contractual obligations
  - x) Violation of terms & conditions as specified in PQR.
- iii) In the opinion of BHEL, the contractor is overloaded and is not in a position to execute the job as per required schedule.

- iv) 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.
- v) 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.
- vi) 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.
- vii) While every endeavor will be made by BHEL to this end, they cannot guarantee uninterrupted work due to conditions beyond their control. The Contractor will not be normally entitled for any compensation / extra payment on this account unless otherwise specified elsewhere in the contract.
- viii) 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 de mobilize forthwith and re mobilize at an agreed future date. Cost of such demobilization/remobilization shall be borne by contractor. ORC in such cases shall not be applicable for the period between the period of demobilization and re mobilization. The duration of contract/time extension shall accordingly get modified suitably. In case of any conflict, BHEL decision in this regard shall be final and binding on the contractor.
- ix) 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.

1. BHEL reserves the following rights:
  - a. BHEL intends to employ one Subcontractor for the tendered work to execute the fabrication work at one station.
  - b. Loading criteria / distribution matrix for successful bidders shall be as follows :

No. of contractor	01 Qualified Bidder
L-1	100
Total %	100

2. The contractors who are already engaged to execute other work orders in BHEL CFP Rudrapur, are 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, who is already engaged at other work/fabrication station.
3. 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, clause no. 3(a). 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.
4. 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.
5. Bidder to submit welder qualification certificate of their welder who will actually work during execution of work order. If the successful bidder / Party found, executing work order without qualified welder more than 6 working days in a month, the same shall be considered as violation of contract terms and condition and PQR. In this case work order issued to the respective contractor shall be short closed with immediate effect.
6. The above conditions at sl. No. 3, 4, and 5 have to be strictly adhered by the sub-contractor. The essence of these conditions are to assure quality of work as per BHEL standard, better planning of work to achieve the required production out-put from the contractor side to meet monthly targets, as per Turn Over plan.
7. 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.

*Bhambhani*  
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**Annexure- C****SPECIAL CONDITIONS OF CONTRACT****8. Payment of bills:**

The payment shall be released on progressively after submission of CENVATABLE invoice/bill (in Three Copies ) and based on WAM and measurement of work on MB book within 30 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.

(Note: Without above documents bill cannot be processed for payment)

SL. NO.	PAYMENT ON COMPLETION OF FOLLOWING:	% OF PAYMENT TO BE RELEASED
1	-Total verified quantity of connection pieces, packers as per reference drawing and as per the work- register on monthly/Progressively basis. -A copy of the register & Route Card passed by BHEL, Quality Department to be enclosed with the invoice.	100% against satisfactory completion of fabrication duly cleared by BHEL Quality in 30 days from the submission of bill.

**9. Liquidated Damages (LD):**

- a) If the contractor fails to deliver items as per delivery schedule mentioned in loading sheet / work allotment sheet, 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)
Allotted work as per allotment sheet issued from PPC/ shop planning	The time of work completion as mentioned in the work allotment sheet.

- b) Contractor, after award of contract/LOI must have to mobilize manpower and required machinery within 6 days time. Any delay shall attract penalty as per above details.

(Signature & stamp of bidder)

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*Pattab*  
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Qualifying Criteria for Techno-commercial bid

Sl. No	Description	Offer
1	Acceptance to Volume-I, Annexure-I (Scope of work & General Term & Condition), Annexure-III (Contractor's Obligations) & Submit sealed Bid of Price Bid of Volume-II attach signed & stamped copies.	Accepted
2	Submission of EMD as specified in NIT (Receipt copy to be enclosed)	Accepted
3	a) Bidder should have Engineer/Supervisor with qualification of Engg. Graduate / Diploma / ITI with 10 year's experience. Bidder to declare the name of person with details and Qualification certificates to be furnished along with the offer. b) Bidder to deploy their supervisor and welders for execution of work order as per above at sl. no. a) and b) only, and to strictly adhere to clause no. 3, 4, 5 and 6 of Special Conditions of Contract, Annexure-.	Accepted
4	Copy of PAN Card, EPF registration, ESIC registration, GST registration no.. (Enclose copy of Certificate)	Accepted
5	Financial Turnover:- a. Average Financial turnover during the last three years, ending 31 <sup>st</sup> March of the previous financial year, should be at least Rs. 354000/-. b. Balance sheet and Profit & Loss Account (audited / issued by Chartered Accountant) of last three years in support of above at sl. no.(a).	Accepted
6	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 amount of Rs. 472000/-(Basic). OR b. Two similar completed works costing not less than the amount of Rs. 590000/-(Basic). OR c. One similar completed works costing not less than the amount of Rs. 944000/-(Basic)-. 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.	Accepted

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## ANNEXURE-D

## PRE-QUALIFICATION REQUIREMENT

7	Definition of similar work : Bidder should have experience of work related to busduct fabrication & busduct manufacturing work.	Accepted
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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: \_\_\_\_\_

IFS Code: \_\_\_\_\_

(Signature of bidder with seal)

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## Annexure-E

BOQ , SCHEDULE OF WORK & FABRICATION  
PROCEDURE

## A. BILL OF QUANTITY AS PER FOLLOWING:

Sl. No.	Work Description	Unit per hole or slot	Quantity for Six Month
1	Punching/Parting of Al Splice Plate/ Al Packer up To 12.5 Tk.	no.	25000
2	Drilling / Slotting charges Al Splice Plate/ Al Packer from 12.5 to 25 Tk.	no.	25000
3	Drilling / Slotting charges Cu Connection/ Cu Packer 6mm Thick	no	20000
4	Drilling / Slotting charges Cu Connection/ Cu Packer 8mm Thick	no	20000
5	Drilling / Slotting charges Cu Connection/ Cu Packer 10mm Thick	no	20000
6	Drilling / Slotting charges Cu Connection/ Cu Packer 12mm Thick	no	20000

## (B) SCHEDULE OF START AND COMPETION OF WORK:

Sl. No.	ACTIVITY	DATE OF COMPLETION
1	Mobilization of requisite manpower.	Within one week of receipt of W.O.
2	Fabrication of PPC Items (Al. Splice Plate/packer & Cu. Conn./ packer)	-100% Allotted quantity as per tender distribution matrix in 06 months progressively. -Time of work completion shall be as per schedule given at Sl. No.9 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.

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## (C) FABRICATION PROCEDURE &amp; SCOPE OF WORK:

FABRICATION OF AL. / COPPER CONNECTIONS AND PACKERS :	
1	Marking and cutting of flats / plates in required size and length as per drawing.
2	Making templates as per hole/slot arrangement as per reference drawing.
3	Marking and punching on the work piece before drilling / machining operation.
4	Making slots / holes by drilling and punching as per drawing.
5	Grinding, dressing, removal of burrs and buffing of splice plate and copper connections to get smooth contact surface.

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**Annexure-F****DECLARATION BY THE BIDDER**

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

(Signature of bidder with seal)

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(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, & Addition Wages as per BHEL HR Circulars. 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.

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- 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 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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