

Scope of Work & General Terms & Conditions:

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 Covers as per BHEL Drg.
- (b) Packing of SP BusDuct by wooden planks and it should be completely covered by Polythene sheets & adhesive tape
- (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 larder than size (according to the requirement) shall be considered on prorate volume basis. Fraction ≥ 0.5 of the prorate calculation will be considered as full part and fraction < 0.5 shall be ignored.
 - Wooden crates made smaller than this size (according to the requirement) will be treated as full part.
- (d) Gunny packs to be made using polythene sheets and tapes provided by BHEL.
 - EPDM Fome packing of fragile items shall be considered in Gunny packing of individual item irrespective of size.
- (e) Wooden Crates with Plywood to be created 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 larder than size (according to the requirement) shall be considered on prorate volume basis. Fraction ≥ 0.5 of the prorate calculation will be considered as full part and fraction < 0.5 shall be ignored.
 - Wooden crates with plywood made smaller than this size (according to the requirement) will be treated as full part.

2. Estimated quantum of work shall be as follows:

- a) Fresh Packing of IPBD: 5000 nos.
- b) Fresh Packing of SPBD : 5000 nos.
- c) Packing in Wooden Box : 7000 nos.
- d) Packing of Wooden Boxes with plywood: 3000 nos.
- e) Packing of Gunny bag : 10000 nos.
- f) Repacking of IP, SP busducts & Gunny : 1000 nos.

All the material required for packing shall be provided by BHEL.

General Terms & Conditions:

1. All material required for packing like, wooden planks, nails, polythene sheet, Wooden ply, fiber glass etc. required for packing including tools & tackles for the work shall be provided by BHEL.

2. Payment Terms :

The payment shall be released on monthly basis on submission of bill and based on WAM and measurement of work on MB book within 45 days from the date of submission of proper bill through e-payment mode for which the contractor need to provide its bank account details. All payments will be subject to deduction of income tax at source as per income tax and service tax as per applicable rules.

3. **Security Deposit:** Successful contractor shall submit the interest free security(S.D.) with BHEL before start of the work in form of Check/DD in favor of BHEL issued by scheduled banks in the name of contractor, A/C BHEL, duly discharged on the back based on the estimated value of work as per the following:

The S.D. shall be refunded to the 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. The contractor shall be required to execute the work as per instruction(s) from BHEL, as and when required basis. The no. 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.
5. 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.
6. 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.
7. 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.

8. 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.
9. Any matter arising out of or in connection with the agreement shall be under the jurisdiction of Rudrapur court only.
10. Not withstanding 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.
11. 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 Rudarpur 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.
12. **The contract shall be valid for a period of 02 year from the date of contract.**
13. The contractor shall essentially comply with labour requirements as mentioned in Annexure – A (Contractor's Obligations)
14. BHEL reserves the following rights:-
 - (a) To accept or reject any or all tenders without assigning any reason therefore.
 - (b) To go for Reverse Auction instead of opening Price Bid.

ANNEXURE-A

CONTRACTOR'S OBLIGATIONS

(A) CONTRACTUAL

a) BHEL recommends following additional payment to be made to the contract works. This will be in addition to the minimum fixed by the state government from time to time

Sl. No.	Category	Additional BHEL Wages/Day(Rs.)	Additional BHEL Wages/Month(Rs.)
1	Un-Skilled	123.08	3200/-
2	Semi-Skilled	142.31	3700/-
3	Skilled	157.69	4100/-
4	High-Skilled	157.69	4100/-

b) Contractor shall decide the number of employees to be deployed for execution of the work awarded to him and he or his authorized representative will be solely entitled to dictate such workers about the manner of carrying out the work as per the prescribed specifications and quality plan.

c) Contractor shall supervise the work allotted to him and to be carried out by his employees.

d) Contractor to ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc.

e) Contractor to maintain appropriate records of his employees deployed to carry out the job(s).

f) Contractor should issue appropriate appointment letters to his employees.

g) Contractor to provide employment card/Identity card with photograph duly verified and attested by the Contractor to his employees. Contractor to indicate the name of the proprietary/partnership firm/company, place of work, contract number and duration of validity of card.

- h) Contractor will be responsible for the good conduct of his employees. In case of any misconduct/misbehavior by any employee, the contractor will replace such employee(s) immediately.
- i) Contractor will ensure that the job is executed through his employees on his rolls and under no circumstances the contractor will deploy any casual employee to carry out the job nor shall sub-contract the job without prior written permission.
- j) Contractor will keep watch on his employees and he will be liable for any pilferage / loss to BHEL due to acts of omission and commission by his employees. Similarly, liability for any compensation to outsiders on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with him.
- k) Contractor to provide safety appliances and safety shoes to his employees. The contractor shall be responsible for enforcing all safety regulations as applicable.
- l) The contractor has to provide a distinct uniform different from BHEL employees. The Uniform should have logo of the Contractors firm / company. The uniform shall be kept in neat, tidy and wearable condition. Wherever necessary, the Cap shall be integral part of the uniform.
- m) Contractor to ensure that all precautions are taken for safety of his employees and equipments.
- n) In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees from the establishment of BHEL. In case contractor decides to terminate services of his employees, he should settle all terminal dues including retrenchment compensation.
- o) Contractor shall provide to his employees all tools, tackles and 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.
- p) Contractor shall provide safety appliances and maintain the same at his own cost which may be required under the statute or otherwise.

q) Contractor shall provide material at his cost as mentioned in the contract to his employees for carrying out the job.

B) Towards statutory liability

- a) All statutory requirements under Minimum Wages Act, 1948, Payment of Wages Act, 1936, Workmen Compensation Act. 1923, EPF & MP Act, 1952, Payment of Gratuity Act, 1972, 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.
- g) Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.

- h) Contractor shall be solely responsible for non payment/ delayed payment of wages/ DA, contributions under EPF & MP Act, ESI Act etc.
- i) In case the contractor fails to make 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.

1. SCHEDULE OF START AND COMPLETION OF WORK:

SN	ACTIVITY	DATE OF COMPLETION
1	Mobilization of requisite manpower.	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.

2. Liquidated Damages (LD):

i) If the contractor fails to delivery of packing of IP&SP BD 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/ Annexure	Packing Schedule per month
0-250 Nos.	IP BusDucts Per month
0-250 Nos.	SP BusDucts Per month
0-500 Nos.	Making of fresh wooden boxes (60CMx60CMx40CM)
0-150 Nos.	Making of fresh wooden boxes with Plywood (60CMx60CMx40CM)
0-500 Nos.	Gunny Packing
0-50 Nos.	Repacking of IP, SP busducts & Gunny

PRE-QUALIFICATION REQUIREMENT

Sl. No.	Documents/Description	Remarks/Page no.
1	Acceptance to provide Contractor Labor License	
2	Experience of having successfully completed similar works during past 7 years <ul style="list-style-type: none"> a. Three Similar work costing not less than the amount to Rs.10.31 Lakh each b. Two Similar works costing not less than the amount to Rs, 12.88 Lakhs each c. One Similar work costing not less than the amount to Rs. 20.62 Lakhs each 	
3	Financial Turnover: - <ul style="list-style-type: none"> a. Average Financials turnover during the last three years, ending 31st March of the previous financial year, should be at least Rs. 7.73 Lakhs b. Balance sheet and Profit & Loss Account (audited/issued by Charted Accountant) of last three years in support of the above as sl.no. a 	
4	Acceptance of all terms & Conditions of contract by signing & stamped of all technical documents of tender.	
5	Note:- 1. In case of similar completed work being executed with BHEL CFP Rudrapur, experience will be considered till the last day previous to due date of tender document. Note: - 2. Definition of similar work. Vendor having experience of packing of BusDuct/Wooden packing	

Authorized Sign. With seal

Name of the Party

Address:

Contact of details

E-Mail Address:

Annexure-III**PRICE BID**

Sl.	Material Code	Item description	Unit (Nos .)	Estimated QTY.	Rate/Unit (Rs.)
1.	RU9003123799	Fresh Packing of IPBD		5000	
2	RU9003123802	Fresh Packing of SPBD		5000	
3	RU9003123810	Making of fresh wooden boxes (60CMx60CMx40CM)		10000	
4	RU9003123829	Making of fresh wooden boxes with Plywood (60CMx60CMx40CM)		3000	
5	RU9003123837	Gunny Packing		10000	
6	RU9003123845	Repacking of IPBD/SPBD/Gunny		1000	
7		GST	% age	---	

(Signature of bidder with seal)