



**Bharat Heavy Electricals Limited**  
**Heavy Equipment Repair Plant**  
Works Contract Management (WCM) Department  
TARNA, SHIVPUR, VARANASI-221003

**TENDER DOCUMENT**

**Name of Work:** - Service Contract regarding "Providing Operator Services at Various Service Points (i.e., Conventional Machines) Within HERP Premises for a Period of One Year

**TENDER NO.:** BHEL/HERP/WCM/FY24/PROD/OP/CON-MC

**DATE.** 28.01.2025

1. Notice Inviting Tender	:	Page 2
2. Directions to Parties for Tendering.	:	Page 3
3. Scope of Work	:	Page 4-5
4. Technical Condition of Contract (TCC)	:	Page 6-7
5. Special Condition of Contract (SCC)	:	Page 8-26
6. No deviation Certificate (Annexure-A)	:	Page 27
7. Declaration Certificate (Annexure-B)	:	Page 28-29
8. Bidder General Information (Annexure-C)	:	Page 30
9. Financial and Work Completion Details (Annexure D)	:	Page 31
10. BOQ and Price Schedule	:	Page 32
11. Pre-Qualifying Criteria (PQC)	:	Page 33-34
12. General Conditions of Contract	:	Page 35 to 56
13. Bidder's declaration	:	Page 57



**Bharat Heavy Electricals Limited**  
**Heavy Equipment Repair Plant**  
 Works Contract Management (WCM) Department  
 TARNA, SHIVPUR, VARANASI-221003

**Notice Inviting Tender (NIT)**

**TENDER NO - BHEL/HERP/WCM/FY24/PROD/OP/CON-MC**

**DATE. 28.01.2025**

Tender is invited for '**Service Contract regarding "Providing Operator Services at Various Service Points (i.e., Conventional Machines) Within HERP Premises for a Period of One Year**' from bidders, as per details mentioned under:

Last Date of submission of Tender	As mentioned in GeM Bid
Date and Time for opening of Technical Bid	

Sl. No.	Name of work	Earnest Money Deposit (EMD)	Security Deposit (SD)	Reverse Auction (RA)	Period of contract	Cost of Tender Document
1.	Service Contract regarding "Providing Operator Services at Various Service Points (i.e., Conventional Machines) Within HERP Premises for a Period of One Year	Nil	10 % of Contract Value	Not Applicable	<b>01 year</b>	NIL

- All NIT/ Tender document/ Corrigenda / Addenda / Amendments / Time extensions etc. to the tender will be hosted on GeM portal (<https://gem.gov.in/>), only and will not be published in any other media. Bidders should regularly visit above websites to keep themselves updated.
- Bidder to note that this is an e-tender and bidders have to submit this only through GeM portal (<https://gem.gov.in/>) site only. No hard copies of tender shall be accepted.**
- Bidder is requested to contact undersigned for any query or clarification.

(Issued by)

Atendr Kumar Pal

Deputy Manager (WCM)

Email: [atendrpal@bhel.in](mailto:atendrpal@bhel.in)

Telephone. 05422720928

- BHEL reserves the right to accept or reject any/ all application(s) without assigning any reason thereof.
- If any document submitted by the bidder is found false at any stage, the bid/ work order will be cancelled immediately and the financial loss to BHEL if any in making alternative arrangement will be recovered from the contractor.



**Bharat Heavy Electricals Limited**  
**Heavy Equipment Repair Plant**  
Works Contract Management (WCM) Department  
TARNA, SHIVPUR, VARANASI-221003

**DIRECTIONS TO PARTIES FOR TENDERING**

1. Bidder to note that work will be awarded at lowest quoted Rates. All other details regarding the same will be as per General Condition of Contract (GCC).
2. Party may visit the site for assessment of actual quantum or nature of work if they wish before quoting their rates.
3. This is Two part bid system and the bidder should submit Technical Bid & Price Bid separately as per details mentioned under:

**Details of Tender Document**

The Tender document has been detailed as follows:

**Part-I (TECHNO-COMMERCIAL BID)**

1. Notice Inviting Tender (NIT)
2. Details of Bid & Bidder
3. Scope of Work
4. Technical Conditions of Contract
5. Special Conditions of Contract
6. No deviation certificate (Annexure-A)
7. Declaration Certificate (Annexure-B)
8. Bidder General Information (Annexure-C)
9. Financial and Work Completion Details (Annexure-D)
10. BOQ and Price schedule
11. Pre-Qualification Criteria (PQC)
12. General Condition of Contract (GCC)
13. Bidder's Declaration

**Part-II (PRICE BID)**

1. Price to be quoted **on GeM Portal only.**
4. Tenders shall be opened by authorized officers of BHEL at their office at the time and date as specified in the tender notice in the presence of bidders or their authorized representative who may be present.
5. A representative of bidder (only 01 per bidder) shall be permitted to be present at the time of opening of bid. However, ***the bidder should give prior intimation of the same & seek permission after giving details of its representative by contacting designated person as per details mentioned in NIT at least 01 days in advance.***
6. The successful Tenderer shall submit security deposit (if applicable) and must sign contract agreement (if required) within 15 days from the date of GeM contract order given by Bharat Heavy Electricals Limited and further start the work under reference.
7. All expenses towards procurement of Stamp paper and preparation of contract agreement shall be in the scope of contractor.



**Bharat Heavy Electricals Limited**  
**Heavy Equipment Repair Plant**  
Works Contract Management (WCM) Department  
TARNA, SHIVPUR, VARANASI-221003

**Scope of Work**

**Tender for "Providing Operator services at various service point i.e. conventional machine within HERP premises for a period of one year"**

**Details of Services at various service point**

1. Receive Docket/Route Card from Shop Supervisors
2. Receive the relevant drawing
3. Receive the relevant Tooling
4. Machining operation as per Drawing
5. Preparation of Dimensional Records
6. Cleaning & Upkeep of Machine
7. Chips Removal from Machine
8. Any allied activity for satisfactory completion of job

Contractor have to provide the Operator to perform operations as per Drawing, sketch & Job/Route Cards provided for the items / jobs /components at service points i.e. conventional machines i.e. Vertical Boring/Vertical Turning/ Horizontal Boring / Milling/ Lathe / Drill (Drilling & Tapping) / Marking operation / Cranes/Power Hacksaw as per list of service point i.e. conventional machines as below mentioned list.

List of Service point (i.e. conventional machine) where operator services are required: -



**Bharat Heavy Electricals Limited**  
**Heavy Equipment Repair Plant**  
Works Contract Management (WCM) Department  
TARNA, SHIVPUR, VARANASI-221003

Sl. No	Machine Number	Location	Machine Type
1	ACB8504	Bay-1	HORIZONTAL BORING MACHINE (CBH-100)
2	AAB8504	Bay-1	VTL KIRLOSKAR
3	AAB6503	Bay-1	VERTICAL BORING MACHINE-RUSSIAN
4	ABB8704	Bay-1	Lathe-45
5	ABB8503	Bay-1	Lathe-3M
6	ABB8705	Bay-1	Lathe-1M
7	ABB8906	Bay-1	Lathe-1M
8	ACB6502	Bay-1	Plano Mill
9	ADB8902	Bay-1	Radial Drill M/c-1
10	ADB8903	Bay-1	Radial Drill M/c-2
11	ADB8101	Bay-2	Radial Drill M/c-3
12	ADB0805	Bay-3	Radial Drill M/c-4
13	ADB1206	Bay-3	Radial Drill M/c-WDM-100
14	ACB6603	Bay-3	HOR. BORING M/C
15		All Bay	EOT Crane

**Note: -** 1) The Above services should meet the technical requirement of the BHEL. Services to be provided as per drawings, schedules, standards, procedures, laid down by BHEL, as amended time to time. Party will be liable to follow drawings standards, schedules, procedures are in force at that time without any change in rates and terms and conditions of contract. The contractor shall supervise all jobs /operations done by their employees as per the instruction of shift supervisor/shop in charge

2) In addition to the above services, services may be extended to any other similar service points to meet the requirements.



**Bharat Heavy Electricals Limited**  
**Heavy Equipment Repair Plant**  
 Works Contract Management (WCM) Department  
 TARNA, SHIVPUR, VARANASI-221003

**Technical Condition of Contract (TCC)**

1. **Technical Specification:** - As Per Drawing, sketch & Job/Route Cards provided for the items / jobs /components.
2. **Quantum of services & Completion Period:** - The quantity of services has been worked out as mentioned below: -

Sl. No.	Description	Qty. for Operator services (Including supervisor)	Remarks
1.	No. of service points	23	
2.	No. of working days in a year	303	
Total No. of services (i.e. = service point per day X working day)		6969	

**The Operator services shall be of skilled nature.**

Contract Period will be 01 years from the date of Work Order. (BHEL reserves the right to extend).

**3. Price variation clause (PVC) clause is not applicable.**

4. **Work Description:** - Vertical Boring/Vertical Turning/ Horizontal Boring / Milling/ Lathe / Drilling, Tapping, Crane operation, Marking operation, Operation on Power Hacksaw and miscellaneous work of various components / jobs as per the instruction of shift supervisor/shop in charge. Contractor must deploy ITI qualified or suitably experienced worker for operation on the machines. One Skilled labour shall be deployed on each machine in each of the three shift (First, Second & Third Shift) as per the instruction & requirement of shop in-charge. Machines will run in all three shifts as per the instruction & requirement of shop in-charge.
5. **Work range and accuracy at service point:** - The required accuracy will be as per drawing and The job size range will be as follows during machining operations of jobs on single operator machines: -
  - a) On drilling machines, drilling size range will be Dia. 4mm to Dia76mm
  - b) On drilling machines, boring size range will be Dia. 25mm to Dia.100mm
  - c) On drilling machines, tapping size range will be M4 to M64 and various nonstandard / special pitch tapping as per drawings/Technology.
  - d) On drilling machines, various Reaming size holes will be machines as per drawings/Technology.
  - e) On lathe machine, job Diameter will be 6mm to 500mm and job length will be 20mm to 1500mm.
  - f) On vertical borer machines, max. Job diameter will be 1200mm and max. Job height will be 500mm. Max. Required accuracy /runout/ovality should be .05mm.
  - g) On Milling machines, max. Job length will be 4000 mm and max. Job height will be 1500mm & width will be 2000mm. Max. Required accuracy /runout/ovality/dialing should be .05mm.



**Bharat Heavy Electricals Limited**  
**Heavy Equipment Repair Plant**  
Works Contract Management (WCM) Department  
TARNA, SHIVPUR, VARANASI-221003

h) EOT Crane- operation of 10T/20T/30T/75T EOT Cranes.

In addition to the above, any job within the scope of work that can be done at various service points i.e. conventional machine, contractor has to perform various operations within the work range of machines.

- i) **Flow of work: - All efforts would be made to maintain continuous flow of work but BHEL does not guarantee the same. However, the contractor will be informed of the service requirements from time to time, as and when necessary. Accordingly, the contractor shall mobilize the required workforce for the completion of the service within 2 days of receiving the intimation for requirement of work force. In case of failure to mobilize the required manpower for required services, a penalty will be imposed as per the charges outlined in penalty clause.**
- j) **Cost of Rework / Rectification / Rejection/ Damage to Machines:** - This will be recovered from the contractor, if the same has found to have been occurred due to negligence / lack of skill of the operator. Cost of such incidents will be calculated by Engg. deptt of BHEL and that will be acceptable and binding to contractor.
- k) **Facilities:** - Required facilities like crane (for loading and unloading of job), tools, spanners, clamps, consumables and measuring instruments (if required) will be made available by BHEL.
- l) **Work Commencement:** - As intimated in letter of Award (LOA).
- m) **Over Run charges** are not applicable.



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**Heavy Equipment Repair Plant**  
 Works Contract Management (WCM) Department  
 TARNA, SHIVPUR, VARANASI-221003

**SPECIAL CONDITION OF CONTRACT**

**(A) LABOUR LICENCE**

1. The contractor shall obtain Licence from Competent Authority under Contract Labour (Regulation & Abolition) Act, 1970 in case contractor employs 20 or more workmen on any day during the contract period for a specific work to be done w.r.t particular NIT. The contractor shall submit a valid Licence to Contract Execution department on or before the commencement of contract. The contractor shall also display the copy of Licence prominently at the premises where the contract work is being carried out. Further contractor has to ensure all the compliance of the provisions of Contract Labour (Regulation & Abolition) Act, 1970.
2. The contractor shall obtain Licence from Competent Authority under Inter State Migrant Workmen (Regulation of Employment and Condition of Service) Act, 1979 in case the contractor engages in any day five or more workmen recruited from outside the state of Uttar Pradesh. The contractor shall submit a valid Licence to Contract Execution department on or before the commencement of contract. The contractor shall also display the copy of Licence prominently at the premises where the contract work is being carried out Further contractor has to ensure all the compliance of the provisions of Inter State Migrant Workmen (Regulation of Employment and condition of Service) Act, 1979.

**(B) WAGES & OTHER STATUTORY BENEFITS**

1. The Contractor shall be liable for the payment of all wages and other payments in connection with the Contract Labours engaged by him and with regard to the work.
2. **The Contractors shall pay to their deployed Contract Labours applicable minimum wages prevailing at BHEL HERP, Varanasi which consists of State Basic, State DA and Additional payments (herein after referred as BHEL Fair wages). State government DA is subject to periodic revision twice in a year i.e. (In Feb & Aug). The rates of wages for such labour will be displayed by the contractor at place of work.**
3. Presently the breakup of monthly wages for skilled services are as below:

Sl. No.	COMPONENTS	Skilled
1 (a)	Rates of Basic Wage (₹) for Engineering Enterprises at Uttar Pradesh applicable from 01.08.2024 to 31.01.2025	9,070.00
1 (b)	Dearness Allowances (₹) w.e.f. 01.08.2023 to 31.01.2024	6,186.00
1 (c)	Rates of Min. Wages (Basic+DA) at Uttar Pradesh applicable from 01.08.2023 to 31.01.2024	15,225.00
1 (d)	BHEL additional payment (₹)	4,100.00
<b>1</b>	<b>Monthly Consolidated BHEL wages (₹)</b>	<b>19,356.00</b>

4. **In case of revision of Wage/DA by appropriate Government or by BHEL after the award of work, any revision in Daily Wages Rate made by BHEL based on GOI Notification, contractor will pay the difference of increase during the currency of the contract. Any failure to comply with the statutory requirements on the part of contractor shall disqualify such contractor from all contracts awarded to him and he/firm shall be black-listed for further tenders / contracts. In addition, the Contractor's security deposit shall be forfeited apart from consequential**





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### **Heavy Equipment Repair Plant**

Works Contract Management (WCM) Department  
TARNA, SHIVPUR, VARANASI-221003

**legal action against him. The Tenderers are advised to consider the trend of DA increase of past years before quoting the rates. No reimbursement shall be applicable to the contractor on account of increase in the wage rates during the currency of the contract.**

5. The contractor shall have independent ESI Employer code under ESI Act 1948.
6. The contractor shall have independent PF code under Employee Provident Fund and Miscellaneous Provisions Act 1952.
7. The tenderer will be required to comply with all the statutory provisions such as Bonus, PF (12%), EDLI (0.5%), PF Admin Charges (0.5%), ESI (3.25%), GST (as applicable) and any other law in compliance of regulatory required as applicable, BHEL Fair Wages prevailing at the time of payment or arrears thereof, declared Holidays, leave etc. The contractor shall submit the documentary evidence of payment on account of submission of statutory payments made to the concerned agencies every month and same may be submitted for clearance of bill.
8. Contractor shall be responsible for making payment of wages within 7 days from the last day of wage period and shall obtain the signature at the end of entries in the wage register from area in-charge of Contract Executing department. If the 7th days falls on Sunday or holiday the payment should be made on the previous working day.
9. The contractor shall regularly deposit the amount of contribution i.e. to say the employer's contribution as well as the employee's contribution payable under the Employees State Insurance Act, 1948 and under the Employees Provident Fund's and Misc. Provisions Act 1952 along with any charges on the basis of such contribution for meeting the cost of administering the fund.
10. The contractor shall recover from his employees the employee's contribution in accordance with the provisions of the aforesaid Acts and the Schemes/ Rules/Regulations framed there under but he shall not recover the employer's contribution or the administrative charges from the employees in any manner.
11. The contractor shall remit the wages of their workmen ONLY through nationalized Bank, directly to the salary/savings account of the employee concerned. Monthly clearance will be given in respect of those contractors, only if the salary/wages to the workmen concerned has been remitted. The relevant Bank statement/proof of payment should be submitted as a proof every month.
12. In case contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the Security deposit / other dues payable under the contract can be utilized by BHEL to discharge the liability of the contractor.
13. The Contractor shall be required to issue monthly Wage slips to their workmen. Further, the Contractors claims are to be accompanied by a Certificate from BHEL Official certifying that "the Wage for the previous month/current month have been issued by the contractor to all their workmen".
14. The contractor shall pay bonus to all his workmen as per the applicable provisions of the payment of Bonus Act 1965 and its rules amendments from time to time for contract period. As per payment of Bonus (Amendment) Act 2015, Bonus shall be calculated on Rs.7000/- or the minimum wages of the schedule employment as fixed by appropriate government, whichever is higher. BHEL shall not reimburse any amount towards this and the bonus shall be payable within 8 months from the close of the Financial year or at the end of contract period whichever is earlier.



**Bharat Heavy Electricals Limited**  
**Heavy Equipment Repair Plant**  
Works Contract Management (WCM) Department  
TARNA, SHIVPUR, VARANASI-221003

15. The contractor will also be responsible to pay retrenchment compensation under the Act. In case of short closing of contract by either side, the Contractor shall settle all dues payable to workmen including Bonus on last working day.
16. The contractor will extend one day of paid leave for every 20 days of work to his workers and these leaves can be accumulated within same calendar year. To facilitate the proper execution of the Factories Act, these leaves shall be allowed during the same calendar year. The contractor will pay the un-availed portion of leave along with monthly wages / at the end of Contract period.
17. Contractor has to ensure that all his workmen are granted one day weekly off after every 48 hrs. of working. The workmen working for more than 48 hours in any week shall be paid wages twice the ordinary rate of wage in accordance with the provisions of Section 59 of the Factories Act, 1948 read with the U.P. Factories Rules.
18. The contractor will abide by the provisions of Child Labour (Prohibition & Regulation) Rules 1988.
19. In case the contractor employs women, he will discharge his obligation under law in respect of such women workers such as prohibition of engaging them during night hours, prohibition of employing them more than 9 hours per day, provision of crèche facility, grant of maternity leave as per rules etc.
20. The liability for compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
21. All the statutory requirement under the:
  - " Contract Labour (R & A) Act, 1970 & applicable Rules thereof
  - " Minimum Wage Act 1948
  - " Factories Act 1948
  - " Payment of Wages Act 1936
  - " Equal Remuneration Act 1976
  - " EPF Act and MP Act 1952
  - " Payment of Gratuity Act 1972
  - " ESI Act 1948
  - " Inter State Migrant Workmen (Regulation of Employment and condition of Service) Act, 1979
  - " Industrial Dispute Act, 1947
  - " Employees Compensation Act, 1923
  - " Payment of Bonus Act 1965
  - " Income Tax Act, Goods & Service Tax Act
  - " Maternity Benefit Act, 1961
  - " Any other applicable act and rule there under shall be complied by the contractor and notification issued in relation to the employment of his employees issued from time to time by the concerned authorities. Any penalty or demands by the statutory authorities for non-compliance of any of the applicable laws shall be the responsibility of the contractor.
22. Contractor should be registered in Goods & service tax department in relevant category i.e. for supply of laborers. The contractor shall also submit their PAN based goods & service tax number on or before commencement of the contract.
23. The Contractor shall fully indemnify the loss if any caused to BHEL due to any default or non-observance of any of the laws, or any omission or commission or inability on the part of the Contractor or his representative.



**Bharat Heavy Electricals Limited**  
**Heavy Equipment Repair Plant**  
 Works Contract Management (WCM) Department  
 TARNA, SHIVPUR, VARANASI-221003

**(C) REGISTER, FORMS AND RETURNS**

- I. The contractor will maintain all the Forms/Documents/Registers required for the compliance of various Acts and documents required by BHEL Management, including following registers which are to be maintained as per Contract Labour (R&A) Rules 1971

1.	Employment Card	Form No. XII (Rule 76)
2.	Service Certificate	Form No. VIII (Rule 77)
3.	Wage Slip	Form No. XIX (Rule 78) (1) (b)
4.	Register of Workmen Employed by Contractor:/Employee Register	Form -A (Rule 75)
5.	Muster Roll/Attendance Register	Form-. D (Rule 78) (1) (a) (i)
6.	Register of Wage/Wage Register	Form 3B (Rule78) (1) (a) (i)
7.	Register of Loan/Recoveries	Form -C (Rule 78) (1) (a) (ii)
8.	Copy of license to be displayed at the workplace	Rule 25 (2) 9 (ix)
9.	Notice showing the wage period and date of disbursement of wages to be displayed at the place of work and a copy sent by the contractor to the HR Department	Rule -75
10.	Copies of Notices required to be displayed	As per Rule 81(1) (i)
11.	Online Unified Annual Return as applicable under Rule 82(1) & 82(2) of the <b>Contract Labour (R&amp;A) Central Rules, 1971</b>	To be filled in Shram Suvidha Portal of the Central Government in the Ministry of Labour and Employment
12.	Any other Form. Register and Returns	As per the provision of applicable Labour Laws and others

*(Formats of the above registers/Forms as prescribed in Contract Labour (R&A) Central Rules, 1971, Ease of Compliance to maintain Register Under various Labour Law Rule ,2016 and Rationalization of Forms and Report under certain Labour law Rules -2017.)*

2. All the registers and records shall be preserved by the contractor in original for a period of three years from the date of last entry.
3. The contractor shall produce all such documents/forms/registers, for verification, as and when required by the management/ government authorities. The contractor shall attend to all inspections notified/conducted by the personnel department, Labour department, P.F. authorities, Factory Inspectors, ESI inspectors or any other such authorities under the Act, failing which appropriate action shall be initiated.
4. The contractor shall promptly furnish all information and document required by BHEL authorities for the purpose of complying with the responsibilities of Occupier of the factory and shall render all the necessary assistance for the same.
5. As per Contract Labour (Regulation and Abolition) Act, 1970 and Central Rules, each contractor shall display a notice showing the wage period and the place and time of disbursement of wages of his workers, at the place of work (Rule 71). The contractor will send a copy of notice of commencement and completion



**Bharat Heavy Electricals Limited**  
**Heavy Equipment Repair Plant**  
Works Contract Management (WCM) Department  
TARNA, SHIVPUR, VARANASI-221003

of contract within 7 days to the applicable Statutory authorities and Contract Executing Department under acknowledgement.

6. Every contractor shall submit a notice regarding commencement and completion of work in Form-VII [25(2)(viii) and rule 81(3)] to HR through his Contract Executing Department, for forwarding the same to Labour Authorities as applicable.

**(D) DUTIES AND RESPONSIBILITIES OF CONTRACTOR**

1. The duties, responsibilities and obligations of the contractor including statutory responsibilities mentioned in this document are indicative and not exhaustive. Contractors are required to confirm with the concerned authorities for proper and complete compliance.
2. The contractor shall not engage a person who is less than 18 years of age and above the age of 60 years.
3. The Contractor shall without fail give up-to-date information in writing of the attendance of the workers engaged by him. The Contractor will also submit the required documents and certificates as prescribed from time to time for the clearance and the payment of the Bill.
4. The contractor shall be responsible for safety of his workers while they are engaged for work connected with the contract. The Contractor shall be responsible to provide appropriate Uniform, PPEs (as applicable) and Safety Shoes to their workmen.
5. The workmen of the contractors shall wear uniform while attending duty in BHEL campus. The uniform shall be provided by Contractor to his workmen. The Contractor/his authorized representative shall ensure wearing of the Uniform by his workmen in the BHEL premises. The Uniform must contain the logo of the Contractor's Firm. The Colour of uniform should be different from the colour of BHEL Uniform/ Police Uniform/ Uniform of security personnel's at BHEL HERP Varanasi.
6. The contractor, as the employer of his workmen, shall manage them in the event of any dispute arising between the Contractor and his employees, the Contractor alone is solely responsible for resolving the dispute between them and BHEL will in no way be responsible for settling the dispute either statutory or otherwise.
7. The contractor will be solely responsible for executing the agreed work and the employees of BHEL will only oversee the proper execution of work. The contractor or his representatives shall be available in the factory to control and supervise his workers and take down instructions from the designated officials of BHEL. The cost of deployment of Supervisor(s) has to be borne by the Contractor.
8. The contractor shall make himself or his representative available at the work spot every day during execution of work, for effective supervision. The Contractor or his supervisor shall submit shift wise list of contract labour to be engaged by him to Contract Executing department on daily/ weekly or monthly basis as per the deployment schedule of contractor.
9. Contractor shall in his absence keep competent agent/Supervisor constantly on the works and any directions or explanations given by the Contract Executing Officer or his representative to such agent/supervisor shall be held to have been given to the contractor himself.



**Bharat Heavy Electricals Limited**  
**Heavy Equipment Repair Plant**  
Works Contract Management (WCM) Department  
TARNA, SHIVPUR, VARANASI-221003

10. The contractor shall have full control over his workmen w.r.t determining service conditions, discharge, dismiss, or otherwise terminate their services at any time. The contractor shall be solely responsible for any claim arising out of employment or termination of employment of his employees and for statutory payments.
11. The Contractor will have to extend paid 03 National Holidays and 07 Festival Holidays to their workmen. List of the Holidays for this shall be applicable as per BHEL HR Circular issued from time to time or as per the provisions of the relevant Act and the Rules thereof. However, if due to exigencies of work the contractor engages his workmen on National Holidays or Festival Holidays contractor shall pay Additional wages / Compensatory leave as prescribed under the provisions of the Act.
12. Besides the 03 national holidays i.e. 15th August, 26th January, 2nd October if Govt. declares any other day as a national holiday same will be treated as paid holiday for the purpose of this contract. Accordingly, the contractor shall be required to provide paid holiday to its workers for the same. If any of the contract worker works on such additional declared national holiday, he will be entitled to additional wage/ Compensatory leave for the said day.
13. In addition to the above holidays mentioned clause, in the event the Central / State Government declares any other holiday/s and if such Holiday/s is/are applicable to BHEL, HERP, Varanasi also, then the tenderer/contractor shall extend paid Holiday/s to his workmen. The tenderer shall take into account all such occasions while quoting in the tender.
14. The contractor shall employ only such personnel who are medically fit. The contractor shall ensure yearly medical check-up of his deployed personnel and submit the undertaking at time of commencement of contract and after one year of contract that he/has ensure the medical check-up of his deployed personnel. The company has right to direct the contractor to remove from the premises such of his personnel who may be physically, hygienically, clinically or medically unfit.
15. There should be no litigation or charge under investigation / enquiry / trial against the contractor, or conviction in a court of law or suspension or blacklisting by any organization on any ground. Contractor shall confirm this in the Declaration. During the course of work, if any such information comes to light, the contract may be terminated.
16. Contractor on the advice of the Company official shall immediately take necessary action to any person/s employed by him, who may in the opinion of the Company official is incompetent or misconducts himself and such persons shall not be again employed on the works without written permission of the Company official.
17. The contractor shall employ only such personnel who have not been found unfit for employment in Organizations such as Central/State/Public Undertakings by the Police authorities. Persons against whom criminal cases are pending or under investigation and persons found guilty of offences involving moral turpitude shall not be engaged for executing work. Contractor shall engage contract labour only after seeking police verification (with no adverse remarks). Such police verification should not be older than three years at any point of time during the duration of the contract.
18. The Contractor shall comply with all the operational rules and regulations, including safety and security rules framed by the company from time to time wherein the Contractor or his workmen happen to be operating / working. In





**Bharat Heavy Electricals Limited**  
**Heavy Equipment Repair Plant**  
Works Contract Management (WCM) Department  
TARNA, SHIVPUR, VARANASI-221003

the event of any of the workmen of the contractor violating any of the said rules and regulations, the Contractor would be required to remove forthwith such workmen from the company's premises.

19. No work shall be done on Sundays or on other declared Holidays of the Company without the written permission of the Company officer in charge of the work and BHEL Gate Pass Section. The contractor shall comply with the provisions of the Factories Act 1948 if the same are applicable.
20. The contractor will be liable to ensure that the deployed personnel should possess the requisite skill proficiency, qualification, etc.
21. The contractor to provide employment card with photograph duly verified and attested by him, to his employees. The contractor to indicate the name of the proprietorship/ partnership firm, place of work, contact number and duration of validity of card.
22. Whenever any sum of money is found to be recoverable from or payable by the contractor the same may be deducted from any sum that may be due or which at any time thereafter may become due to the contractor under this contract or under any other contract or from his security deposit. In case the recoveries still remain due even after such deductions, the contractor shall pay on demand, the same or balance thereof.
23. Non-compliance of provisions under any Acts/Rule/instructions/guidelines applicable to BHEL HERP shall make the contractor liable for penal action including termination of contract.
24. The contractor shall give all notices required by the Acts, Regulation, Bye-laws, and pay all fees in connection therewith. In all such cases, contractor shall protect and indemnify BHEL against any claim or liability arising from or based on the violation of any such laws, ordinances, regulations, orders, decrees or attachment either by himself or by his employees.
25. It shall be contractor's sole responsibility to protect the public and his employees against accident from any cause and provide required safety equipment's and shall indemnify the Company against any claims for damages for injury to the person or property resulting from any such accidents and shall take steps to properly insure against any claims thereunder.
26. Notwithstanding anything contrary to this, in the event of accident, the contractor shall be required to submit accident / injury report to the concerned authorities with a copy of the same to the designated BHEL Executive immediately and ensure the compliance of the ESI Act and rules made therein.
27. Any casualty or damage caused to the property or person by any untoward incidents while executing this contract will be at the contractor's risk & cost.
28. BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life / permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below:
  - a) Victim: Any person who suffers permanent disablement or dies in an accident as defined below.
  - b) Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/ operation and works incidental thereto at BHEL factories/ offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing



**Bharat Heavy Electricals Limited**  
**Heavy Equipment Repair Plant**  
Works Contract Management (WCM) Department  
TARNA, SHIVPUR, VARANASI-221003

undertaken by the company or during any works / during working at BHEL Units/ Offices/ townships and premises/ Project Sites.

c) Compensation in respect of each of the victims:

(i) In the event of **death** or **permanent disability resulting from Loss of both the limbs: ₹ 10,00,000/-** (Rupees Ten Lakhs)

(ii) In the event of **other permanent disability: ₹ 7,00,000/-** (Rupees Seven Lakhs)

Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to Section 2 (I) of the Employee's Compensation Act, 1923."

d) Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to Section 2 (I) of the Employee's Compensation Act, 1923."

29. The Contractor shall necessarily buy Death cum Accidental insurance policy for all of his workforce to be deployed under the contract before commencement of work. The insurance Policy should cover the following compensation in respect of each of the victims:

a) In the event of **death** or **permanent disability resulting from Loss of both the limbs: ₹ 10,00,000/-** (Rupees Ten Lakhs)

b) In the event of **other permanent disability: ₹ 7,00,000/-** (Rupees Seven Lakhs)

30. The Contractor Shall Indemnify and keep BHEL indemnified against any loss/claim which is brought against BHEL by third party on account of any negligence of the contractor or his workforce, while carrying out the services under the contract.

31. NOTWITHSTANDING ANYTHING ABOVE, BHEL shall recover from the Contractor for any loss suffered by BHEL due to any negligence of the contractor or his workforce, while carrying out the services under the contract.

**32. The Bidder(s) have to assess the premium of insurance cover for the entire contract period. Bidders should include the impact of cost of insurance cover in their quote itself.**



**Bharat Heavy Electricals Limited**  
**Heavy Equipment Repair Plant**  
Works Contract Management (WCM) Department  
TARNA, SHIVPUR, VARANASI-221003

**(E) OTHER CONDITION OF CONTRACT**

1. **SITE/ LOCATION VISIT:** Before submission of Offer, the bidders are advised to inspect the location of work and the environments and be well acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour, means of transport and access to site, accommodation, etc. Visit shall be made on any working day between 09:00AM to 05:00PM with prior intimation. No claim will be entertained later on the grounds of lack of knowledge of any of site conditions. The costs of visiting the site shall be borne by the Bidder. The Bidder shall not be entitled to hold any claim against BHEL for non-compliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.
2. Unless explicitly stated otherwise in the tender document, the contractor shall be responsible for the whole works, based on the Schedule of Works, Bill of Quantities and Payment shall be made as per accepted rates based on the activities carried out as in the Scope of work.
3. **While quoting , bidders should consider all cost elements like financing cost, cost of maintenance of accounts, Insurance-Premium, Uniform, Shoes, Supervision charges, Overheads, Profit Margins, Conveyance Charges, Amount of Security Deposit, Statutory Requirements / Obligations, Contractual Obligations and any other expenditure as deemed relevant by the Bidder or cost of any other item under its scope and to meet any expenses / exigencies (including bearing of penalty by Bidder as per Tender Document) so as to ensure continuity of services for the entire duration of the contract. While quoting the price, the bidder must keep in view the BHEL Fair wages prevailing at BHEL HERP Varanasi, U.P.. It is the responsibility of the bidder to educate himself about all obligations to be performed under the contract, the financing cost, administrative expenses, statutory liabilities, etc. and then submit the price accordingly.**
4. All duties, taxes and other levies payable by the service provider under the contract, or for any other cause, as in the month prior to the month of the deadline for submission of bids, should be included in the total bid price submitted by the bidder.
5. **SUBLETING:** The Contractor should not sub-contract part or complete work detailed in the tender specification undertaken by him. The Contractor is solely responsible to BHEL for the work awarded to him.
6. **SETTLEMENT OF DISPUTES:**
  - (i) **CONCILIATION:** If at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, execution, effect, interpretation or breach of the Contract, which the Parties are unable to settle mutually, arise inter-se the Parties, the same may be referred by either Party to Conciliation to be conducted through Independent Experts Committee (IEC) to be appointed by competent authority from the BHEL Panel of Conciliators. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration & Conciliation Act, 1996 or any





**Bharat Heavy Electricals Limited**  
**Heavy Equipment Repair Plant**  
Works Contract Management (WCM) Department  
TARNA, SHIVPUR, VARANASI-221003

statutory modification thereof and as provided in the BHEL Conciliation Scheme as applicable from time to time.

- (ii) **Arbitration** : In case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator which may be appointed by both parties mutually . The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties. Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be **VARANASI**. The cost of arbitration shall be borne as per the award of the Arbitrator. Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.

In case of order/contract on Public Sector Enterprises (PSE) or a Govt. Deptt., the following clause shall be applicable: - In the event of any dispute or difference relating to the interpretation and application and execution of the Contract, such dispute or difference shall be resolved amicably by mutual discussions. In case of disputes not resolved by mutual discussions, these shall be referred by either parties for resolution of CPSES Disputes (AMRCD) as mentioned for in Department of Public Enterprises (DPE) Office Memorandum Ref. No. F. No. 4 (1)/2013-DPE(GM)/FTS1835 dated 22.05.2018.

7. **APPLICABLE LAWS AND JURISDICTION OF COURTS:** Indian laws both substantive and procedural, for the time being in force, including modifications thereto, shall govern the Contract including Arbitration proceedings. Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of a suit, any and all actions and proceedings arising out of or relative to the contract shall lie only in the court of competent civil jurisdiction in this behalf at **VARANASI** and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts.
8. **No Claim Certificate:** The Contractor shall not, be entitled to make any claim, whatsoever, against BHEL under or by virtue of or arising out of this contract nor shall BHEL entertain or consider any such claim after Contractor shall have signed a "no claim certificate (WAM 10)" in favour of BHEL in such forms as shall be required by BHEL after the works are finally accepted or finalization of Contract.
9. **Reporting:** The Contractor will submit the Daily, Weekly, Monthly, Quarterly, Half-Yearly and Annual Reports as per the formats discussed and decided between BHEL and Contractor. These Formats will be submitted by Contractor



**Bharat Heavy Electricals Limited**  
**Heavy Equipment Repair Plant**  
Works Contract Management (WCM) Department  
TARNA, SHIVPUR, VARANASI-221003

within 15 days of commencement of Services at BHEL and will be finalized within 15 days from submission.

10. **Due Diligence:** The Bidder is expected to examine all instructions, forms, terms & specifications in the bidding document. Failure to furnish all information required by the bidding document or submission of a bid not responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid.
11. The Contractor will have full and exclusive liability for Wages, PF, ESI, Bonus, Insurance, Uniform etc.; for all the personnel deployed by the Contractor and other obligation referred under the law now and thereafter imposed by the Government / Local Bodies. The Contractor shall be fully responsible for the timely payment of wages, provident fund, bonus or any other benefits payable under the aforesaid Acts, Laws and regulations to the Workforce engaged by him at the work premises of the BHEL. BHEL shall not be responsible for these payments or any other liability on this account. The Contractor shall also indemnify and compensate BHEL for any liability incurred by BHEL, if any, including costs incurred thereon. In that event. the nominated officer of BHEL shall be entitled to recover the amount so paid, from the contractor, including forfeiture of the Security Deposit; and, if the sum so payable and / the Security Deposit is less than BHEL's claim, it shall be lawful for BHEL to recover the balance amount as a debt from the Contractor.
12. BHEL will have no liability whatsoever concerning the workforce deployed by the Contractor for the purpose. Contractor will ensure that the job is executed through his workforce on his rolls and under no circumstances the contractor shall sub-contract the job. Contractor is advised that workforce must be employed without any discrimination on caste or creed basis. Whenever it comes to notice that undue influence (external) is exerted to appoint select workforce, the Contractor shall report the same immediately, with necessary details, to Work Order issuing authority. Any complaints received regarding workforce exploitation (i.e. noncompliance of labour laws, release of less payment, delay in payment etc.) shall be viewed very seriously and necessary action, as deemed fit, shall be initiated against the Contractor. Contractor to take due care of this aspect during execution of the Contract.
13. Continuation of the Contract shall be based on the performance of the Contractor. The following parameters shall inter-alia be considered while evaluating performance of the contractor like Timely rendering of services; Quality of works/services; Compliance with statutory requirements; Safety consciousness; Maintenance of staff in proper uniform, Timely payment of wages, and other terms & conditions of contract.
14. The Contractor shall perform the work assignments to the best satisfaction of BHEL. In case of continued unsatisfactory performance over a period of time by the Contractor, BHEL shall intimate the same in writing to the Contractor; however, if the performance of the contractor does not improve even thereafter, then, BHEL shall have the right to terminate the contract at the Contractor's risk and cost, by giving one month's notice. In addition, BHEL shall also have the right to forfeit in full, the Security Deposit deposited by the Contractor.

**"In case of breach of contract, complete Security Deposit (SD) shall be forfeited or encashed (as the case may be) and additional amount equivalent to 10% of contract value minus SD amount shall be recovered from the pending bills of the contractor in BHEL or legal remedies shall**



## **Bharat Heavy Electricals Limited** **Heavy Equipment Repair Plant**

Works Contract Management (WCM) Department  
TARNA, SHIVPUR, VARANASI-221003

**be pursued for balance amount if there are no pending bills at the time of breach of contract."**

15. The Workforce deployed by the Contractor will have no right or claim for the permanent absorption in BHEL. In this connection, the contractor has to submit an affidavit duly signed by all the workforce deployed at BHEL. This agreement shall not create any relation of employer employee between BHEL and the workforce. The Contractor shall deploy the said workforce and only he shall exercise supervision and control over the workforce.
16. The contractor shall comply with all norms stipulated by BHEL such as gate passes, discipline & decency at and around the work site etc.
17. No excuses for hindrance viz. jungle, extreme weather condition, non-availability of workforce, non-availability of funds etc. will be entertained for not completing the work during the entire contract period.
18. The Contractor shall indemnify and compensate BHEL, if BHEL as Principal Employer under the Contract Labour (Regulation and Abolition) Act, 1970 becomes liable to assume any liability towards the workforce engaged by the contractor. In that event, the provisions relating to recover as provided in relevant clauses of the said Act shall be applicable in toto.
19. **CONDUCT:** Contractor shall behave properly with the dealing officials of BHEL and shall not use baseless or un-parliamentary word or language in verbal/written communications against any officials of BHEL. Such act on part of the contractor, the same shall be viewed seriously by BHEL and suitable action, as deemed fit, shall be taken by BHEL. The Proprietors/director(s)/ authorized representative(s) on behalf of Contractor shall visit the work premise of BHEL covered under this Agreement once in 15-days during the working hours and meet BHEL representative(s) as a matter of routine for maintaining regular contacts and ensuring effective coordination on all related issues of Agreements. The contractor shall not indulge in any form of coercion, intimidation, threats, fake allegations acts which prevent / obstruct BHEL Officials in discharging their duties. If any discrepancy comes to notice in this respect on part of the contractor, the same shall be viewed seriously by BHEL and suitable action, as deemed fit, shall be taken by BHEL. The contractor shall not circulate any misleading papers / pamphlets / advertisements on any social media which are factually not correct / defamatory to officials or to BHEL.
20. BHEL will nominate representatives (hereinafter called "the Company Representative") from among the Executive / Supervisor of the respective department for each work premise covered under this Agreement.
21. In the event of termination of contract for any reason whatsoever or on completion of contract, the contractor shall withdraw all his workforce from the establishment of BHEL. In case the contractor has to discontinue services of any workforce (due to any reason) deployed under this agreement at any of BHEL premise, he should settle all statutory dues/payments of such individual immediately. In case of failure to do so, necessary penal action shall be taken against the Contractor.
22. Successful bidder shall have to execute "Contract Agreement" on a non-judicial stamp paper of Rs. 100/- at Varanasi, immediately after the issuance of LOI / Work Order. Payment will not be released if agreement is not signed & submitted.
23. The contractor shall also update mobile/telephone/e-mail/family details/ KYC etc. particulars of all workforce in the EPFO & ESIC portals to enable them to avail all



**Bharat Heavy Electricals Limited**  
**Heavy Equipment Repair Plant**  
Works Contract Management (WCM) Department  
TARNA, SHIVPUR, VARANASI-221003

the intended benefits under EPF and ESIC schemes. This will also help statutory authorities in approaching workforce to deliver services/advice quickly.

- 24. SUPERVISOR:** Due supervision of jobs at the work premises shall be ensured by the contractor's work supervisors daily for closely monitoring services under the and work supervisor shall be equipped with cell phone facility for effective coordination with BHEL. For that purpose, minimum 01(One) supervisor per shift are required to be deployed with proper adequate intercommunication facilities, for communication between supervisors/manager, shall also be provided by the contractor. The major responsibility of the Supervisors would be as under:

- (i) Obtaining instructions from the concerned BHEL Official(s) for carrying out the works as per scope of work pertaining to their areas.
- (ii) Passing on the work instructions to his team of workforce ensuring completion of work within the stipulated time as instructed above and as per the terms & conditions of the tender document.
- (iii) To ensure proper conduct and discipline by his team of workforce, while performing their duty at BHEL premises.
- (iv) To report / intimate any constraint, if so felt, during the execution of designated works by his team of workforce.

- 25. Obligation** The Contractor shall be responsible for providing personnel to carry out the work as per the scope of work. The Contractor agrees to deploy dedicated manpower for the designated service point for designated hours. At no time shall the Contractor assign one person to cover multiple service points simultaneously. The Contractor shall not substitute one person for the workload of multiple service points. Any deviation from this deployment requirement shall be considered a breach of contract and the Contractor shall be liable to rectify the situation immediately upon notification by the BHEL. Any attempt to merge or consolidate service points by deploying fewer personnel will result in a proportional deduction in payment. BHEL reserves the right to inspect and verify the deployment of personnel at any given time during the contract period. Failure to comply with these deployment conditions may lead to penalties, contract termination, and legal action, as deemed appropriate by BHEL. Monthly payment shall be calculated based on the number of service points at which service provided multiplied by number of working days in that month multiplied by the rate accepted by BHEL.

- 26. Evaluation Criteria:**

In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders. In case more than one bidders happen to occupy the L-1 status even after soliciting discount, the L-1 bidder shall be decided by a toss/draw of lots, in the presence of the respective bidder(s) or their representative(s). When the tender is on GEM portal, in case of multiple L1, effective L1 will be decided through system available on GEM portal. BHEL's decision in such situation shall be final and binding.

- 27.0 VALIDITY OF OFFER:** Offers shall remain valid **for 120 days** period from the due date of submission of bids (including extension, if any). In case BHEL calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the bidder(s). In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', BHEL may request the Bidders to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by



**Bharat Heavy Electricals Limited**  
**Heavy Equipment Repair Plant**  
Works Contract Management (WCM) Department  
TARNA, SHIVPUR, VARANASI-221003

email. A Bidder may refuse the request without forfeiture of his EMD. A Bidder agreeing to the request will not be required or permitted to modify his Bid, but will be required to extend the validity of its EMD for the period of the extension.

- 28.0 In case the contractor makes default in the work within the time specified by BHEL in spite of a reasonable notice in writing, or in case the contractor fails, to comply with any of the terms and condition of the contract in spite of responsible notice in writing or in case he neglects or refuses to execute the contract or any part thereof at any stage, the contract shall, without prejudice to any other rights or remedies available to BHEL, be liable to be cancelled/terminated in part or as a whole. In the event of cancellation/termination, the contractor shall be liable to compensate BHEL.
- 29.0 Banning of business dealings with the contractor may be resorted to for serious lapses in performance/ misdemeanour such as abandoning the work without completing, resorting to unfair means (including false certification), not accepting the contract when awarded etc. (as per approved Guideline for Suspension of Business dealings with suppliers/ contractors).
- 30.0 **Billing:** - Billing period shall be Monthly on the basis of service completion to be maintained by contractor and certified by Contract Executing department during the month under consideration. In order to ensure flexibility during execution, the operator may be deployed on any of the machines within the work order. In order to incorporate this flexible deployment, billing will be done together for all the allotted service point i.e. conventional machines of work order.

**31.0 Payment Terms: -**

- i) BHEL will release payment against clear and admissible running bills submitted to finance department duly verified by the contract executing department based on measurement book.
- ii) The payment under the service contract shall be made on monthly basis after submission of bills duly verified by the contract executing department per the agreed rates only after the completion of the services as per scope of work and after complying / ensuring all the statutory / contractual obligations by the contractor.
- iii) The Contractor shall raise the monthly bill, in triplicate, along with all the necessary documents and submit these documents to dealing executive of BHEL on monthly basis for processing of payment.
- iv) The Contractor shall submit the GST compliant invoice to dealing executive of BHEL along with the copy of ESI/EPF Challan & ECR (separate EPF-ECR reflecting names of only those Workforce who are deployed at BHEL premises only) of preceding month generated by EPFO /ESI Portal/authorities, Wage Register i.e. the details of payment of wages to Workforce of the month for which services were provided at BHEL premises & proof of payments (NEFT/RTGS/Bank Statement/challan etc.), Attendance Register / system generated Attendance Sheet and any other documents sought by BHEL which will be for the purpose of ensuring that Contractor has complied with all the statutory requirements. Contractor also have to give undertaking after each month that not only wages have been disbursed but also they have paid their contribution towards ESI & EPF Schemes (with the proof of deposit) and complied with all the Acts (as applicable) which shall be mandatory before the bills are cleared. On receipt of the bills/invoices along with all the supporting documents, dealing executive of BHEL will verify the bill(s) on the basis of per day per point basis during the month for providing agreed services in line with contractual terms & conditions.





**Bharat Heavy Electricals Limited**  
**Heavy Equipment Repair Plant**  
Works Contract Management (WCM) Department  
TARNA, SHIVPUR, VARANASI-221003

- v) Bills prepared are pre-numbered and must contain inter-alia valid Goods & service tax registration number, PAN number and Goods & service tax category (as per Goods & service tax act).
- vi) No mobilization advance payment etc. will be given to the contractor. Rate shall remain firm till entire contract period inclusive of extensions (if any).
- vii) Running bills against work shall be submitted to the finance for payment within 10 days from the date of measurement duly checked & verified by Dealing Executive and Final bills against work contracts shall be submitted to finance within 2 months from date of actual completion of work and measurement duly checked certified by Dealing Executive, unless there is some problem which shall be supported by documents in this regard. BHEL will process such bills and release the payment after receiving the bills, complete in all respect.
- viii) The **payment for bills will normally be released within 30 days of submission of bills complete in all respects with all documents.** The Contractor should submit a duly filled EFT Mandate form certified through Bank for release of payment. It is the responsibility of the contractor to make his own arrangements for making timely payments towards labour wages, statutory payments, outstanding dues etc. and other dues in the meanwhile.

**32.0 Applicable contractual variations:**

- i) Within the validity or any extension of contract thereof, "Rate per service point per day" shall remain firm without any escalation / variation for any reason, whatsoever, unless specifically provided herein. Contractor's obligation shall remain unaffected by such escalation / variation.
- ii) BHEL reserves the right to increase or decrease the quantum of work / services up to  $\pm 10\%$  at the same rates, terms & conditions of this NIT during the currency of the contract. In case of further increase/decrease of quantity, same can be implemented with the consent of contractor.

**33.0 Taxation: -**

- i) Applicable GST; against which Input Tax Credit (ITC) is claimable by BHEL; shall be paid by BHEL on submission of GST complied invoice under Goods and Service Tax Law and after reflected on GST portal in GSTR 2B.
- ii) Contractor to ensure compliance of GST law and rules applicable on supply involved in this tender and in the event of any non-compliance by contractor, implication of the same, if any, on BHEL shall be recovered. During currency of contract, successful bidder(s) to ensure that GST Number; against which billing is done; is kept alive and is not inactive or cancelled by the authority.
- iii) Contractor to ensure timely filing of all GST returns with correct details of amount billed to BHEL. GST payment including premium thereon against bill is provisional and subject to availability of Input Tax Credit to BHEL. In case the same is reflected on the portal in subsequent month(s), BHEL may deduct equivalent amount from the bills available for payment (including interest/penalty, if any and premium paid thereon).
- iv) In case any interest /penalty in terms of GST is levied on BHEL due to delay submission of bills for further processing, interest /penalty shall be recovered from the contractor.

**34.0 GST Related terms: -**

- i) Bidder has to specify the following in their techno-commercial bid (part-I bid in case of two-part bid):



## Bharat Heavy Electricals Limited Heavy Equipment Repair Plant

Works Contract Management (WCM) Department  
TARNA, SHIVPUR, VARANASI-221003

- (a) Legal Name of the bidder as in GST registration No., State, Place of business, category of registration under GST i.e. Registered dealer/ Unregistered dealer/ dealer opted for Composition Scheme,
  - (b) HSN (Harmonised System Nomenclature)/SAC (Service Accounting Code), description of Goods/Services and applicable IGST/CGST/SGST rate and any other statutory levy, if any, for each item of Goods or Services.
- ii) **a) Unregistered Dealer:** Since in case of unregistered dealer, GST will have to be paid by BHEL under reverse charge mechanism, the same shall be added to the quoted price for evaluation bid.
- b) **Dealer opting for Composition Scheme:** In case of registered dealer, who opt for composition scheme at the time of submission of bid, no GST will be payable to the bidder and also same will not be considered for evaluation of bid. Dealer has to declare in technical bid that no GST is shown separately in price bid. However, in case at the time of actual supply, the bidder charges GST at normal rate, the same shall be reimbursed subject to the availability of GST credit to BHEL. In case GST credit is not available to BHEL, no GST will be payable to the bidder.
- iii). Reimbursement of GST shall be made by BHEL-Varanasi on matching of Contractor inputs as mentioned below at GST portal and after ensuring of availability of input credit to BHEL, Varanasi. Hence, Contractor has to ensure compliance as follows:
- a) Timely raising & submission of GST compliant Invoices
  - b) Timely receipt of Goods & Services
  - c) Timely and correct payment of applicable GST by supplier/contractor
  - d) Timely filing of return
  - e) Compliance of other applicable provisions on supplier/contractor
- Contractor has to also give consent to accept payment of tax after such matching in all cases where bills are submitted directly to BHEL- Varanasi through bank.
- i) In the event of any disallowance of input credit (including reversal of credit) or applicability of interest or arising of any other financial liability on BHEL Varanasi due to any default of supplier/contractor under GST such as non/delayed receipt of Goods/Services, delayed raising and submission of invoices, delayed payment of tax, non/wrong declaration of sale by contractor in return etc. or any other reason not attributable to BHEL, such implications shall be to Supplier's/Contractor's account and will be deducted from bills.
- ii) In the event of any change in the status of bidder after submission of the bid but before the supply/service, GST applicable at the time of supply/ Service or GST quoted in the bid, based on the registration status of the bidder, whichever is lower shall be payable.
- iii) Statutory Variation in Taxes & duties as applicable at the time of supply shall be payable. However, in the event of no change in law but bidder quoting certain tax structure in bid documents which is lower than the applicable one, such amount shall be the maximum amount of tax that can be claimed by bidder.
- iv) In case of Liquidated damage (LD) recovery, the applicable if any GST as per the applicable law shall also be recoverable from the suppliers.

### **35.0 LD/ Penalty/Fines: -**

- i) In case of delay in providing required services as per scope of work & conditions of the Tender document, LD will be deducted @ 0.5% per week or part thereof on amount of services supplied late subject to a maximum of 10% of contract value along with GST as per applicable law.
- ii) Fines for defaults/ non-compliance/ breach of contract shall be as follows:



**Bharat Heavy Electricals Limited**  
**Heavy Equipment Repair Plant**  
Works Contract Management (WCM) Department  
TARNA, SHIVPUR, VARANASI-221003

iii)

Sl. no.	Defaults/ Non-Compliance/ Breach of Contract	Penalties/ fines for non-compliance/ breach of contract.
a.	Non-satisfactory performances of workforce / deficient services	<p>The deficiency in the services pointed out by BHEL on the part of any of the workforce deployed by the contractor has to be rectified within the timeline provided by the contract executing department. If same is not rectified at any point of service within the scheduled time, then contractor will be liable for a penalty of awarded rates per service point per day and same shall be recovered by BHEL from the payments due to the contractor or from security deposit.</p> <p>If such deficiency continues more than 10 days from the date of notice, then BHEL may terminate the contract without any further notice. In such event, the security deposit of the contractor shall be liable to be forfeited. Further, in case, BHEL has to arrange its services through alternate arrangement because of aforesaid deficiency in the services by the contractor, the expense incurred by BHEL for such arrangement shall be recovered from the payments due to the contractor or from security deposit.</p>
b.	Non-compliance of statutory obligations:	<p>In case of non-compliance of any statutory / contractual obligations (as stated in this tender document) by the contractor during the execution of contract, may result into termination of contract. In addition to the above, the contractor shall also be liable for the penalties provided under the respective statute. The expense incurred by BHEL for such arrangement shall be recovered from the payments due to the contractor or from security deposit.</p>





# Bharat Heavy Electricals Limited

## Heavy Equipment Repair Plant

Works Contract Management (WCM) Department

TARNA, SHIVPUR, VARANASI-221003

c.	<p>Misconduct / misbehaviour by the workforce of contractor</p> <p>Misconduct/ misbehaviour / offence(s) {(use of abusive language, chewing of tobacco, smoking/drinking (alcoholic beverages) while on duty, eve-teasing, physical assault of any kind, theft, pilferage, threatening language, molestation, misappropriation, etc.)}.</p>	<p>Rs. 200/- shall be deducted as fines from the monthly bills of the contractor, for each such occurrence. If BHEL so requires, Contractor shall forthwith withdraw such workmen and immediately provide suitable replacement in place of such withdrawn workmen at no extra cost. Notwithstanding anything to the contrary contained anywhere in this Contract, depending on the severity of the misconduct/ misbehaviour, BHEL may, in the event of such misconduct/ misbehaviour on the part of the workmen of the Contractor forthwith terminate the Contract without any notice and also report the case to the police.</p> <p>In the event any such misconduct/ misbehaviour/offences on the part of the workmen of the Contractor leads to a pecuniary loss being suffered by BHEL or the officials of BHEL, fines as aforesaid shall not be levied but such actual loss due to the any such misconduct/misbehaviour/offences will be made good by the Contractor on actuals.</p> <p>However, depending on the severity of the offence, Contractor has to take appropriate legal action against such workforce and inform the same to BHEL.</p>
d.	<p>Delay in disbursement of monthly wages</p>	<p>Contractor agrees and undertakes that he/she shall disburse monthly wages to the concerned workman in a timely manner without fail {i.e. wages of every person employed shall be paid by bank transfer directly to the account of the concerned workman before the expiry of seventh day (7th) day or before the last day of the wage period in respect of which the wages are payable}.</p> <p>Similarly, the Contractor shall credit the contribution towards the Employees Provident Fund, Employees' Pension Scheme, Employees State Insurance etc. for its workmen within the stipulated timeline provided in the respective statutes. No excuses (whatsoever reason may be) on this account i.e. "delaying disbursement of monthly wages" will be entertained by BHEL during the entire contract period.</p> <p>If BHEL becomes aware of any delays in making wage/salary payments by Contractor to its workmen, the contractor shall be liable for penalty @ Rs. 500 per day for each delayed day and same shall be recovered by BHEL from payments due to the contractor or from security deposit.</p> <p>Recurrence of such delays may result in to termination of contract. BHEL decision in this regard shall be final &amp; binding on contractor.</p>
e.	<p>Damage caused to BHEL/ property of BHEL or of any of the employees etc. present at premises by wilful misconduct or gross negligence</p>	<p>The contractor shall be fully responsible for any damage caused to the property/Machine/Job of BHEL by the workforce deployed under the contract at BHEL premises. Recovery of damages /losses equivalent to the cost of the said property or similar property (if the same property is not available) or the cost incurred in repair of such property/Machine/Job will be made from the payments due to the contractor or recover for any such damages from the</p>



**Bharat Heavy Electricals Limited**  
**Heavy Equipment Repair Plant**  
Works Contract Management (WCM) Department  
TARNA, SHIVPUR, VARANASI-221003

	on the part of the employee of the Contractor.	security deposit. In the case of any loss/theft of BHEL property, BHEL will make good the losses by deducting the cost of loss from the next month's bill in one or more instalments.
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**36. 0 FLOOR PRICE**

The per day rate of services should not be lower than the sum of state govt. minimum wages, BHEL's additional payment, employer contribution to PF including EDLI & administrative charges, Employer contribution to ESI, Bonus and Leave Payment. **Currently the minimum rate per day for personnel deployed for services at service point i.e. Conventional machines is Rs. 988/-.** The same shall be considered as floor price. The per day rate of services shall not be lower than the floor price and likely to be rejected.



**Bharat Heavy Electricals Limited**  
**Heavy Equipment Repair Plant**  
Works Contract Management (WCM) Department  
TARNA, SHIVPUR, VARANASI-221003

**ANNEXURE-A**

**No Deviation Certificate**

(To be typed and submitted in the letter head of the company\firm)

**To,**  
**Manager/WCM**  
**BHEL, HERP, Varanasi**

Dear sir,

**Sub: No Deviation Certificate**

We hereby confirm that we have not changed/modified/materially altered any of the tender documents as downloaded from the website/issued by BHEL and in case of such observance at any stage, it shall be treated as null and void.

We also hereby confirm that we have neither set any Terms and Conditions and nor have we taken any deviation from the Tender conditions together with other references applicable for above referred NIT.

We further confirm our unqualified acceptance to all Terms and Conditions, unqualified compliance to Tender Conditions, Integrity Pact (if applicable) and acceptance to Reverse Auctioning process (if applicable).

We confirm to have submitted offer in accordance with tender instructions and as per aforesaid references.

Thanking you,

Yours faithfully,  
(Signature, date & seal of authorized  
representative of the bidder)



**Bharat Heavy Electricals Limited**  
**Heavy Equipment Repair Plant**  
Works Contract Management (WCM) Department  
TARNA, SHIVPUR, VARANASI-221003

**ANNEXURE - B**

**DECLARATION CERTIFICATE**

(to be typed on bidder's letter head & submitted along with Part-1 Bid)

Dear Sir/Madam,

**SUBJECT: Tender for "Providing Operator services at various service point i.e. conventional machine within HERP premises for a period of one year".**

Please find herewith our offer in line with requirement of BHEL's Tender document:

*I/We confirm that bid complies with the total techno-commercial requirements / terms and conditions of the bidding document and subsequent addendum / corrigendum (if any) without any assumptions.*

1. **I/We do hereby declare that there is no case with the Police/Court/Regulatory authorities against the proprietor/firm/partner. Also, I / We have not been suspended / delisted / blacklisted by any other Govt. Ministry/Department/Public Sector Undertaking/ Autonomous Body/Financial institution/Court. We also certify that either our firm or any of the partners are not involved in any scam or disciplinary proceedings settled or pending adjudication.**
2. *I/We hereby confirm that we have gone through and understood the bidding document and that our bid has been prepared accordingly in compliance with the requirement stipulated in the said document. I/We are submitting Check-List of bidding document as part of our bid duly signed in token of our acceptance. I/We undertake that the bidding document shall be deemed to form part of our bid and in the event of award of work to us, the same shall be considered for constitution of contract agreement. Further, we shall sign & stamp each page of this bidding document as a token of acceptance and as a part of the Contract in the event of award of Contract to us.*
3. *We hereby declare and confirm that we have the knowledge of Vertical Boring/ Milling / Lathe / Drilling / Tapping of various jobs/ components on single operator machines and acquired full knowledge and information about work, wage structure, industrial climate and total work involved within scope of work. We further confirm that the above information is true and correct and we will not raise any claim of any nature due to lack of knowledge.*
4. *I/We further confirm that we have quoted prices in price bid considering detailed description of scope of work. I/We understand the price shall remain firm for the duration of contract. I/We confirm that price quoted by us includes price for all works/activities/supply etc. as mentioned in*



**Bharat Heavy Electricals Limited**  
**Heavy Equipment Repair Plant**  
Works Contract Management (WCM) Department  
TARNA, SHIVPUR, VARANASI-221003

*this tender document. Further I/We have considered the various components as mentioned while quoting our price.*

Sl. No.	Description	Put (Tick Mark)
1	U.P. Govt. state minimum wages including dearness allowance	
2	Additional payment applicable at BHEL HERP Varanasi	
3	Employer side PF contribution along with EDLI and administrative charges	
4	Employer side ESI Contribution	
5	Bonus Component	
6	Annual Leave/ Holidays	
7	Uniform (2 Pairs) & Shoes	
8	Insurance Premium	
9	Cost of Supervision and other factors	

5. *We declare that the statement made and the information provided in our offer is true and correct in all respect. In case, it is found that the information/ documents provided by us are incorrect/ false, our application shall be rejected by BHEL without any reference to us.*

Thanking you,

Very Truly Yours,

Signature  
With name, Designation & seal of the firm



**Bharat Heavy Electricals Limited**  
**Heavy Equipment Repair Plant**  
Works Contract Management (WCM) Department  
TARNA, SHIVPUR, VARANASI-221003

**ANNEXURE -C**

**BIDDER'S GENERAL INFORMATION**

(To be submitted along with Part-1 Bid)

Sl. No.	Description	Details
1	Name of tendering company/Firm/Agency	
2	Type of firm	
3	Name of proprietor/ Director of Company/Firm/Agency	
4	Full address of registered office with telephone no., Fax no. & E-mail Address etc.	
5	Full address of operating/branch office with telephone no, Fax no. & E-mail Address etc.	
6	Permanent Account Number (PAN)	
7	Labour Identification Number (LIN)	
8	EPF Registration No.	
9	ESI Registration No.	
10	GST Registration No. (GSTIN)	
11	Udyog Aadhaar Memorandum (UAM No.)	
12	Corporate Identification Number (CIN)	
13	Name of Bidder/ Contact Person	
14	Phone No. of Bidder / Contact Person	
15	E-mail Address of Bidder / Contact Person	
16	Name of Authorized Signatory	

Signature  
With name, Designation & seal of the firm



**Bharat Heavy Electricals Limited**  
**Heavy Equipment Repair Plant**  
Works Contract Management (WCM) Department  
TARNA, SHIVPUR, VARANASI-221003

**ANNEXURE -D**

**FINANCIAL DETAILS OF THE BIDDER**

(To be submitted along with Part-1 Bid)

ANNUAL TURNOVER OF LAST 3 YEARS	FINANCIAL YEAR 2021-22	FINANCIAL YEAR 2022-23	FINANCIAL YEAR 2023-24

**SUMMARY OF WORK EXPERIENCE DETAILS OF THE BIDDER**

Self-attested copy of experience certificate(s) along with work order(s) issued by the competent authority for the satisfactory work. The summary of that can be tabulated in the given format in the chronological order.

S. NO.	Description of Work / Service	Contract Period (from and to)	Contract Value	Full Postal Address & phone nos. of Client. Name, designation and address of Engineer/ Officer-in-Charge
1				
2				
3				
4				

*{If the space provided is insufficient, separate sheet may be attached. Additional information, if any (Attach separate sheet, if required)}*

Signature  
With name, Designation & seal of the firm



**Bharat Heavy Electricals Limited**  
**Heavy Equipment Repair Plant**  
 Works Contract Management (WCM) Department  
 TARNA, SHIVPUR, VARANASI-221003

**BOQ and Price schedule**

<b>BOQ FOR Tender for "Providing Operator services at various service point i.e. conventional machine within HERP premises for a period of one year"</b>					
Sl. No	Description of Work	units	Rate	QUANTITY	Total price (Rs.)
			A	B	A*B
1	Providing Operator services(Services as per Scope of Work) including supervisor at various service point i.e. conventional machine within HERP premises for a period of one year( Total services = 23 service point per day X 303 working days in a year)	NO.		6969	
Total Price without GST					
GST @ 18 %					
<b>Total Contract Price (Bidder to fill this derived price on GeM Portal)</b>					

**Note:**

<b>1.</b> Excel Sheet of this Price bid format is made available on GeM portal.
<b>2.</b> Bidder to <b>fill their competitive rate in Green</b> marked cell.
<b>3.</b> Bidder to <b>Quote derived price in GeM portal (as derived in yellow colour cell).</b>
<b>4.</b> Bidder has to upload the filled excel sheet on GeM portal.
<b>5. Bidder must not make this sheet (filled) as a part of Technical Bid.</b>





**Bharat Heavy Electricals Limited**  
**Heavy Equipment Repair Plant**  
 Works Contract Management (WCM) Department  
 TARNA, SHIVPUR, VARANASI-221003

**Pre- Qualifying Criteria (PQC)**

S. No.	Details of Criteria	Supporting Document Attached
<b>A) Technical PQC</b>		
1.	<p>The experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should meet one of the following criteria:"</p> <p>Three similar completed works costing not less than the amount INR <b>35,53,000/-</b>            OR            Two similar completed works costing not less than the amount INR <b>44,41,000/-</b>            OR            One similar completed works costing not less than the amount INR <b>71,06,000/-</b></p>	
2.	Bidder shall submit copy of Work order and Work completion certificate/performance certificate duly certified by contract executing authority for the similar work as defined under clause no. A-3 as below.	
3.	<b>Definition of Similar Work:</b> Operation of Vertical Boring/Vertical Turning/ Horizontal Boring / Milling/ Lathe / Drilling / Crane operation /Tapping on conventional machines.	
<b>Note-</b> BHEL reserves the right to verify the contents of given certificate. Complete postal address, name of contact person, phone no. & email address of issuing authority is to be submitted by the Bidder in Techno- commercial bid. In case BHEL intends to visit Bidder's customer, the same shall be facilitated by Bidder (expenditure of visit of BHEL official shall be borne by BHEL).		
<b>B) Financial PQC</b>		
1.	<p>Average annual financial turnover during the last 3 years ending 31<sup>st</sup> march 2024, should be at least <b>INR 26,65,000/-</b>            Following Documents proof must be submitted as proof of average annual turnover: -</p> <p>Audited profit &amp; loss account and balance sheet must be submitted as proof of average annual turnover. The financial statements must be signed by the owner and the auditor.</p> <p>In case where Audited Profit &amp; Loss A/c and Balance Sheet is not applicable, CA certificate certifying turnover for the required financial years must be submitted.</p> <p><b>Note: - All the CA certified/ audited documents should have UDIN No.</b></p>	

**Note: There will be no exemption to MSEs and Startups for Technical as well Financial Criteria.**



**Bharat Heavy Electricals Limited**  
**Heavy Equipment Repair Plant**  
Works Contract Management (WCM) Department  
TARNA, SHIVPUR, VARANASI-221003

<b>DOCUMENTS TO BE SUBMITTED ALONG WITH TECHNICAL BID (CHECKLIST)</b>		
	<b>DOCUMENTS</b>	<b>COPY PLACED</b>
1	UDYAM-MSE Certificate	Yes / No
2	PF Registration Certificate	Yes / No
3	ESI Registration Certificate	Yes / No
4	PAN Card in which PAN is Readable	Yes / No
5	GST Registration if applicable	Yes / No
6	Providing undertaking to submit the labour license on or before commencement of contract.	Yes / No
7	Providing undertaking to submit the copy of the insurance policy of death/permanent disability and premium paid receipts during the contract period.	Yes / No
8	Signed & stamped copy of NIT with Annexure , A, B, C & D as Contractor's acceptance for Service Contract.	Yes / No



## **GENERAL CONDITIONS OF THE CONTRACT**

### **1. CONTRACT PERIOD:**

The contract will commence on the date as mentioned in the contract/agreement and will remain in force for a period of 01 years. However, this Agreement shall be liable for termination by the BHEL at any time by giving assigning any reason thereof and without prejudice to the rights of BHEL to recover any amount becoming due under this Agreement.

### **2. CONTRACT DOCUMENTS**

Agreement, Scope of Work, Special Conditions of the Contract (SCC), General Conditions of the Contract (GCC), Scope of Work, Commercial Conditions of the

Contract, amendments, schedules and any other document specified in the contract agreement. This agreement is the outcome of joint efforts of the parties.

### **3. INTERPRETATION OF THE CONTRACT**

**3.1** Subject to the order of precedence as set out in Sub- Clause b) below, all documents forming part of the Contract are intended to be correlative, complementary and mutually explanatory. The Contract shall be read and construed as a whole document.

**3.2** In case of any conflict or contradiction between two or more documents with respect to the terms defined in the said documents, the order of precedence shall be as set out below Contract Agreement;

ii) Commercial/Technical Terms of the Contract;

iii) Special Conditions of the Contract; and

iv) General Conditions of the Contract

Note: Any annexure to any of the above shall be read along with the covering document.

**3.3** In case of any ambiguity or discrepancy, the Company Representative nominated by BHEL shall issue the necessary clarifications or instructions to the Contractor.

**3.4** Notwithstanding the sub-division of the Contract into sections, every part of each section shall be deemed to be supplementary to and complementary of each other.

**3.5** All headings, sub-headings and marginal notes to the items of the Contract or to the Specifications or to any other document forming part of the Contract are solely for the purpose of giving a concise indication of the general subject matter thereof, and not a summary of the contents thereof and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof.



**Bharat Heavy Electricals Limited**  
**Heavy Equipment Repair Plant**  
Works Contract Management (WCM) Department  
TARNA, SHIVPUR, VARANASI-221003

#### 4. SECURITY DEPOSIT

**4.1** Security Deposit means the security provided by the Contractor towards fulfilment of any obligations in terms of the provisions of the contract. The total amount of Security Deposit shall be as per the SCC. The contractor shall submit the security deposit in any of the following forms:

- i) Cash (as permissible under the extant Income Tax Act)
- ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
- iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. *Format of BG for SD, **List of scheduled banks and beneficiary bank account will be provided to bidders separately to successful bidder(s).***
- iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the **Contractor, a/c BHEL, Varanasi**)
- v) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)
- vi) Insurance Surety Bonds

(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)

#### 4.2 COLLECTION OF SECURITY:

a) The entire security amount is to be deposited in advance. However, security may be collected in instalments in exceptional cases. In such cases at least 50% of the required Security Deposit, including the EMD, shall be collected before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.

b) In case of delay in submission of performance security, enhanced performance security, which would include interest (Repo rate + 4%) for the delayed period, shall be submitted by the bidder.

c) If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.

d) The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work.

i. The security deposit shall not carry any interest.

ii. EMD of successful tenderer shall be adjusted as part of Security Deposit.

iii. The validity of Security Deposit shall be up to the validity of contract plus three months.



**Bharat Heavy Electricals Limited**  
**Heavy Equipment Repair Plant**  
Works Contract Management (WCM) Department  
TARNA, SHIVPUR, VARANASI-221003

iv. BHEL reserves the right of forfeiture of Security Deposit towards its claims and penalties under the contract in the event of contractual obligations or in the event of termination of contract as per terms and conditions of contract.

**4.3 RETURN OF SECURITY DEPOSIT:** Security Deposit shall be refunded / Bank Guarantee(s) will be released to the Contractor upon fulfilment of all the Contractual / Statutory obligations or after 03 (three) months from the date of completion of the contract whichever is later, after deducting all expenses / other amounts due to BHEL under the contract.

**4.4 BANK GUARANTEES:** Wherever Bank Guarantee is to be furnished / submitted by the Contractor, the following shall be complied with

i. Bank Guarantee shall be from Scheduled Banks / Public Financial Institutions as defined in the Companies Act.

ii. The Bank Guarantee shall be as per prescribed formats.

iii. It is the responsibility of the contractor to get the Bank Guarantee revalidated / extended for the required period, as per the advice of BHEL. BHEL shall not be liable for issue of any reminders regarding expiry of the Bank Guarantee.

iv. In case the Bank Guarantee is not extended before the expiry date, BHEL reserves the right to invoke the same by informing the concerned Bank in writing, without any advance notice/communication to the concerned contractor.

v. Contractors to note that any corrections to Bank Guarantee shall be done by the issuing Bank, only through an amendment in an appropriate non-judicial stamp paper.

## **5. Compliance with prevention policy.**

The Contractor along with its associate/ collaborators/ sub-contractors/ sub-vendors/

consultants associated with the scope of work shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

## **6. Maintaining Quality of the Job and rectification of any deficiency**

The Contractor will be responsible for the quality of the job as per the specifications and will immediately rectify the deficiency pointed out in the job performed.

## **7. SUBCONTRACTING**

The Contractor cannot sub-contract part or complete work detailed in the tender specification undertaken by him without written permission of BHEL. The Contractor is solely responsible to BHEL for the work awarded to him.



**Bharat Heavy Electricals Limited**  
**Heavy Equipment Repair Plant**  
Works Contract Management (WCM) Department  
TARNA, SHIVPUR, VARANASI-221003

## **8. TERMINATION OF CONTRACT**

BHEL reserves the right to terminate the whole or part of the contract without assigning any reason by giving prior written notice of 30 days. The notice of termination shall specify, the portion/scope of the contract which stands terminated and the date on which such termination becomes effective. No compensation for termination shall be payable to the contractor. However, the Contractor shall be entitled to receive contract price for the services rendered upto the date of termination after effecting recoveries due from the contractor. The Contractor hereby waives any claim for compensation for losses/damages and/or reimbursement of costs.

## **9. Liquidated Damages and Penalties**

The Contractor shall be liable to BHEL for liquidated damages and penalties in accordance with the Special Conditions/commercial conditions of the contract.

## **10. RECOVERY FROM CONTRACTOR**

Whenever under the contract, any sum of money is recoverable from or payable by the contractor, the same may be deducted from any sum then due or which at any time thereafter may become due to the contractor under the contract or from his security deposit, or the contractor shall pay the claim on demand.

## **11. POST PAYMENT AUDIT OF WORK & BILLS**

BHEL reserves the right to carry out a post payment audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc. and to enforce recovery of any sums becoming due as a result thereof. However, no such recovery shall be enforced after three years of payment of the final bill.

## **12. CONFIDENTIAL INFORMATION**

The Contractor agrees & acknowledges that in the course of their discussions and interactions, BHEL may disclose information of confidential proprietary nature relating to its business, products, know-how, technology, customers, employees and financial. Such information shall be considered as confidential. The contractor agrees to keep it confidential & secret at all times and not directly or indirectly disclose to any party other than its employees without the prior written permission of BHEL. The above condition shall however not apply to that information, which

- i. now or hereafter enters the public domain through no fault of that party;
- ii. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party hereto; and
- iii. otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.



**Bharat Heavy Electricals Limited**  
**Heavy Equipment Repair Plant**  
Works Contract Management (WCM) Department  
TARNA, SHIVPUR, VARANASI-221003

The provisions of this Clause shall survive termination for a period of 02 years, for whatever reason, of the Contract.

### **13. SETTLEMENT OF DISPUTES**

**13.1** The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the contract/tender which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL.

**13.2** The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof.

**13.3** In case the parties are unable to reach any amicable settlement (whether by Conciliation to be conducted as provided hereinabove or otherwise), then, either Party may, commence arbitration in accordance with the arbitration rules of the arbitral institution mentioned in the SCC for adjudication by Sole Arbitrator to be appointed by the said arbitral institution.

**13.4** A party willing to commence arbitration proceeding shall invoke the Arbitration Clause by giving notice to the other party in terms of section 21 of the Arbitration & Conciliation Act, 1996 referring the matter to the arbitral institution.

**13.5** After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to the said arbitral institution and it shall be adjudicated in accordance with the respective arbitration rules of the said arbitral institution. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a retired Judge or Advocate having considerable experience in dealing with such commercial disputes.

**13.6** The cost and expenses pertaining to the Arbitration shall be governed by the Rules of the said Arbitral Institution.

**13.7** The seat and venue of the arbitration shall be the place from which the Contract is issued by BHEL.

**13.8** The cost of arbitration shall be shared by the parties during the arbitration proceedings in equal proportion and shall be finally borne as per the award of the Arbitrator.

**13.9** Subject to arbitration in terms of clause above, the Courts at the place from which the Contract is issued shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract or Arbitration proceedings.

**13.10** Notwithstanding the existence or any dispute or difference and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligation under this Contract with due diligence and in a





**Bharat Heavy Electricals Limited**  
**Heavy Equipment Repair Plant**  
Works Contract Management (WCM) Department  
TARNA, SHIVPUR, VARANASI-221003

professional manner except where the Contract has been terminated by either Party.

**13.11** It is agreed between the parties that Arbitration as a dispute redressal mechanism shall be applicable only in case where the amount involved in the disputes is less than Rs.10 crores.

**Note:** Ministry of Finance has issued OM reference No. 1/2/24 dtd. 03.06.2024 regarding "Guidelines for Arbitration and Mediation in Contracts of Domestic Public Procurement. In the said OM it has been recommended that Government departments/ Entities/agencies are to encourage mediation under the Mediation Act. 2023. The said Act has not yet been notified by the Government. Therefore, the clause "Settlement of Duties" shall be modified accordingly as and when the Mediation Act 2023 gets notified.

#### **14. APPLICABLE LAWS AND JURISDICTION OF COURTS**

Indian laws both substantive and procedural, for the time being in force, including modifications thereto, shall govern the Contract including Arbitration proceedings.

The court of competent civil jurisdiction at the place of the concerned BHEL Unit awarding the contract and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts.

#### **15. DEFAULT/BREACH OF CONTRACT AND OBLIGATION**

If the Contractor fails to provide the required services as per the Contract / fails to deliver the goods or materials or any instalment thereof within the period(s) fixed for such delivery or delivers goods or services not of the contracted quality and failing to adhere to the contract specifications or at any time repudiates or otherwise abandons the contract before expiry of such period or refuses or is unable to supply / provide goods / services or materials covered by the Order/Contract either in whole or in part or otherwise fails to perform the Order/Contract or commits any breach of the Order/Contract not herein specifically provided for, the contractor agrees that BHEL would be entitled to recover 10% of the contract value as damages for breach. Such compensation may be recovered from the security instruments like performance/security bank guarantee available with BHEL. In case the value of the security instruments available is less than 10% of the contract value, the balance amount shall be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, etc. with BHEL) under the contract or other legal remedies.

#### **16. FORCE MAJEURE**

**16.1** the reasonable control of the BHEL or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and shall include, without limitation, the following:

i. war, hostilities, or warlike operations whether a state of war be declared or not, invasion, act of foreign enemy and civil war;





**Bharat Heavy Electricals Limited**  
**Heavy Equipment Repair Plant**  
Works Contract Management (WCM) Department  
TARNA, SHIVPUR, VARANASI-221003

ii. rebellion, revolution, insurrection, mutiny, usurpation of civil or military government,

conspiracy, riot, civil commotion, and terrorist acts;

iii. epidemics, quarantine, and plague;

iv. earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm or other natural or physical disaster.

**16.2** If either party is prevented, hindered, or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within 14 days after the occurrence of such event.

i. If the contractor issues a notice under this clause, BHEL shall examine the existence of such force majeure and may excuse the contractor from performance of the contract during the existence of such force majeure.

ii. The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect thereof upon its or their performance of the Contract and to fulfill its or their obligations under the Contract.

iii. No delay or non-performance by either party hereto caused by the force majeure shall constitute a default or breach of the Contract; or give rise to any claim for damages or additional cost or expense occasioned thereby.

iv. If the performance of the Contract is substantially prevented, hindered, or delayed for a single period of more than 60 days or an aggregate period of more than 120 days on account of one or more events of Force Majeure during the currency of the Contract, the parties will attempt to develop a mutually satisfactory solution, failing which either party may terminate the Contract by giving a notice to the other.

## **17. TERMS OF PAYMENT**

**17.1** The Contract Price shall be paid by BHEL to the Supplier as per the terms specified in Special Conditions of the Contract.

**17.2 Discrepant Amounts:** In the event BHEL finds any discrepancy, within fifteen (15) days from receipt, in any invoice raised by the Contractor, BHEL shall give a notice regarding discrepant amount to the Contractor and withhold such part of the invoice value which is discrepant till such time the discrepancy is resolved between the Parties. If the Contractor intends to dispute the discrepant amount, the Contractor shall provide documentary evidence to BHEL within fifteen (15) days of receipt of notice regarding such discrepant amount. If Contractor documentary evidence is accepted by BHEL, it shall pay the amount as mentioned in the invoice raised by the Contractor. In the event that the Parties are unable to resolve any issue in relation to such discrepant amount(s) within thirty (30) days of issue of the notice by BHEL in relation to the discrepant amount, such dispute shall be resolved in accordance with Clause 13.



**Bharat Heavy Electricals Limited**  
**Heavy Equipment Repair Plant**  
Works Contract Management (WCM) Department  
TARNA, SHIVPUR, VARANASI-221003

**17.3** Notwithstanding anything to the contrary in the Contract, the payment of any invoice by BHEL shall not prejudice, at any point of time, any rights of BHEL under the Contract, including the right of BHEL to notify any discrepancy in accordance with Clause herein above in respect of any amounts therein, as may be identified by way of any audit or inspection, that may have been conducted subsequent to the payment of such invoice. In the event any such discrepancy is identified in relation to any invoice that has already been paid by BHEL, BHEL shall have the right to adjust any amount that may be due and payable by the Supplier.

**17.4** The Contractor agrees that no interest shall be payable by BHEL on any amount due under this contract.

### **18. NO CLAIM CERTIFICATE**

The Contractor shall not, be entitled to make any claim, whatsoever, against BHEL under or by virtue of or arising out of this contract nor shall BHEL entertain or consider any such claim after Contractor has WAM in favour of BHEL or in such forms as shall be required by BHEL after the works are finally accepted.

### **19. LIASONING WITH LOCAL AND STATE AUTHORITIES**

Contractor will co-ordinate with state and local authorities for the work being done, as and when needed.

### **20. REPORTING**

Contractor will submit the Daily, Weekly, Monthly, Quarterly, Half-Yearly and Annual Reports as per the formats discussed and decided between BHEL and Contractor.

### **21. COMMISSION FOR EMPLOYMENT**

**21.1** The Contractor hereby undertakes that it shall not charge any fees in whatever name, or take any monetary / non-monetary considerations / deductions from its workforces/ individual/ persons/ resources engaged by it, to be deployed at BHEL site. The Contractor further agrees that it will not indulge in any unethical practices and acknowledges that any noncompliance of the aforesaid undertaking will be treated as a material breach of the Contract, in which case BHEL shall have the right to take appropriate independent actions including termination of the Contract and actions as deemed fit.

**21.2** After award of contract, if the Contractor is found to be charging any amount from the manpower on its roll in any manner, the agreement shall be terminated immediately with forfeiture of Performance Security amount and also the Contractor will be blacklisted. Any amount received from its manpower as registration or any fees by the Contractor will be recovered from the pending bills and will be paid directly to the concerned manpower.

**22. REPRESENTATIVE:** The Contractor shall nominate a coordinator/ Single Point of Contact (SPOC) who shall be responsible for regular interaction with BHEL so that optimal services of the persons deployed could be availed without any disruption.



**Bharat Heavy Electricals Limited**  
**Heavy Equipment Repair Plant**  
Works Contract Management (WCM) Department  
TARNA, SHIVPUR, VARANASI-221003

**23. STATUTORY OBLIGATIONS/ COMPLIANCES/REQUIREMENTS**

**23.1** Contractor shall comply with all the statutory requirements, rules, regulations, notifications in relation to employment of his workforces. The Contractor shall duly comply with all Acts, Laws, or other Statutory rules, regulations, bye-laws applicable or which might become applicable to the place of work with regard to the performance of the work under the contract. Contractor shall indemnify BHEL against all claims and losses arising out of any non-compliance and violation of any applicable Law in connection with the subject matter of the contract. Contractor, wherever applicable, shall maintain proper records prescribed by the concerned statutory authorities and also provide a copy of the same to BHEL.

**23.2** The Contractor shall alone be responsible for be amended from time to time) in respect of persons employed by or through him and deputed for the services being provided to BHEL.

**23.3** Minimum rates of wages shall be as per the notifications of concerned State Government/Appropriate Government from time to time.

**23.4** The Contractor shall prepare, maintain and submit all records, documents, returns, registers, notice, etc. as required under various Labour Legislations in the prescribed manner as applicable from time to time and within prescribed time to the concerned statutory authorities and produce the same on demand. The Contractor shall keep itself updated of the various labour laws as applicable to it and which may become applicable to it from time to time and shall take effective and speedy steps to comply with the same. In the event of breach of any law as applicable to its personnel or otherwise, by the contractor, the Contractor alone shall be responsible and liable for legal action that may arise as a result of such breach or violation and consequences thereof, if any.

**23.5** The Contractor shall ensure to pay the entire wages payable by it under Minimum Wages Act as applicable from time to time to the workforce deployed / to be deployed and further ensure to deposit the PF and ESI contribution on such gross wages with the appropriate authorities within due dates and shall submit the copy of challan for the PF & ESI contribution deposited by it along with its details to BHEL as and when called upon to do so. It is agreed that BHEL shall be entitled to contractor fail to submit records of statutory compliances as and when called for, until such record is produced before BHEL. If it is discovered that the Contractor has failed in its statutory compliances, BHEL shall terminate the Contract.

**23.6** The Contractor will regulate recruitment, terms & conditions of employment, welfare amenities, disciplinary action, grievance handling, transfer, promotion, wages, allowances, leaves/holidays & benefits, provision for lunch, etc. of personnel deployed with BHEL.

**23.7** The Contractor shall ensure that the personnel deployed in the premises of BHEL follow the safety norms, rules, regulations and instructions strictly including prohibiting smoking inside the Premises.



**Bharat Heavy Electricals Limited**  
**Heavy Equipment Repair Plant**  
Works Contract Management (WCM) Department  
TARNA, SHIVPUR, VARANASI-221003

**23.8** The Contractor shall prepare and disburse wages/salaries of its personnel latest by 7th of every month or as prescribed by law from time to time and shall not delay the same for any reasons whatsoever. The Contractor shall provide BHEL with a copy of salary/wage payment register duly certified by it as and when required by BHEL. BHEL shall be entitled to depute its representative to oversee the disbursement of wages/salaries.

**23.9** The Contractor shall be liable to pay retrenchment compensation, notice pay, gratuity or bonus as payable to its personnel as and when required and BHEL shall not be liable for any such obligation of the Contractor.

#### **24. DEATH CUM ACCIDENTAL INSURANCE POLICY**

The Contractor shall necessarily buy death cum accidental insurance (24x7) policy for all of his workforce to be deployed under the contract before the start of work. No workforce should enter the BHEL-premises or working area without insurance cover. Copy of the Insurance Policy to be necessarily submitted by the Contractor in the first month itself of start of the contract. The coverage shall be of Rs. 5.00 Lakhs per individual. The sum assured (Rs. 5.00 Lakhs) shall become payable to the nominee/ legal heir in the event of death due to accident of insured person. In the event of death of any member of workforce deployed by the contractor without proper insurance cover, the contractor shall be liable to pay Rs. 5.00 Lakhs to the nominee/ legal heir of such deceased member of workforce. Accident Insurance Scheme which will be a one-year cover, renewable from year to year, offering accidental death & disability on account of an accident. The Contractor will be responsible to pay the premium per annum per member for all the workforce during the contract. The Contractor must submit documentary evidence to show coverage of all the workforce under the above-mentioned insurance scheme at all times during the validity of contract. The Contractor has to assess the premium of insurance cover for the entire contract period. Contractors should include the impact of cost of insurance cover in their quote (i.e. Service Charge) itself.

#### **25. OBLIGATIONS**

**25.1** The Contractor will have full and exclusive liability for Wages, PF, ESI, Bonus, Insurance, overtime, Uniform etc.; for the personnel deployed by the contractor and other obligation arising under the applicable law at present and hereafter imposed by the Government / Local Bodies. The Contractor shall be fully responsible for the timely payment of wages, provident fund, bonus or any other benefits payable under the aforesaid Acts, Laws and regulations to the Workforce engaged by him at the work premises of BHEL. BHEL shall not be responsible for these payments or any other liability on this account. The Contractor shall also indemnify and compensate BHEL for any liability incurred by BHEL, including costs incurred thereon. In such an event, the nominated officer of BHEL shall be entitled to recover the amount so incurred, from the contractor, including forfeiture of the Security Deposit; and, if the sum so payable and / the Security Deposit is less than the amount due, it shall be lawful for BHEL to recover the balance amount as a debt from the Contractor.



**Bharat Heavy Electricals Limited**  
**Heavy Equipment Repair Plant**  
Works Contract Management (WCM) Department  
TARNA, SHIVPUR, VARANASI-221003

**25.2** Contractor will ensure that the job is executed through his workforce on his rolls and under no circumstances the contractor will deploy any casual workforce to carry out the job nor shall sub-contract the job.

**25.3** The Contractor shall perform the work assignments to the satisfaction of BHEL. In case of unsatisfactory performance by the Contractor, BHEL shall intimate the same in writing to the Contractor; however, if the performance of the contractor does not improve within 7 days from the date of the above intimation, then, BHEL shall have the right to terminate the contract by the right to recover its damages (10%) from the Security Deposit received from the Contractor or any other financial holds including future invoices in the present or any other contract between the parties.

**25.4** The Contractor shall exhibit its licence (Labour Licence if applicable etc.) or copy thereof in a conspicuous place at its place of work in BHEL premises. Every contractor shall display an abstract of the Contract Labour (Regulation and Abolition) Act, 1970 and rules in English and Hindi and in the language spoken by the majority of workforce in such form as may be approved by the Chief Labour Commissioner (Central).

**25.5** Contractor shall ensure necessary assistance by its workforce in the process of any investigation pertaining to the activities of the Contractor.

**25.6** It shall be the sole responsibility of the Contractor to settle disputes, if any arising out of the engagement between himself and the personnel engaged by him. In the event, any personnel approach the Competent Authority under any law or to the Court, the entire expenses in this behalf shall be borne by the Contractor.

**25.7** The entire administration and deployment of the workforce will be the responsibility of the Contractor. The Proprietors/director(s) / authorized representative(s) on behalf of Contractor shall visit and check their workforce deployed at BHEL premise periodically in different shift and monitor their performance.

**25.8** Personal bag & baggage of all the workforce deployed by Contractor at BHEL-Premise shall be liable for physical check-up both at the time of entry into the campus and while leaving at the security gate.

**25.9** The contractor shall ensure that while on duty, his workforce puts proper uniforms in distinctive color code and in neat & clean conditions issued to them by the Contractor.

**25.10** For security reasons, the contractor shall furnish /submit the details of his workforce along with they are brought into the BHEL-premise for providing various services. Without the prior knowledge of the BHEL, the contractor shall not deploy any workforce for any job within BHEL premises. In case the Contractor decides to change one or more member of his workforce, this shall be brought in writing to the notice of the BHEL.



**Bharat Heavy Electricals Limited**  
**Heavy Equipment Repair Plant**  
Works Contract Management (WCM) Department  
TARNA, SHIVPUR, VARANASI-221003

**25.11** The contractor shall not deploy any workforce below the age of 18 years.

**25.12** The contractor's workforce shall not loiter in the BHEL premises and also not normally move out of their specified areas. Persons other than those who are required to work or visit the specified premises shall not be allowed into such places.

**25.13** The contractor's workforce shall not indulge in entertaining their guests/ outsiders in the work premise during their working hours.

**25.14** While every care has been taken to ensure that the contents (w.r.t. Statutory Obligations / Compliances) of this tender document are accurate and up to date. In case of any conflict between the statutory provisions stipulated in this tender document and in the original source such as applicable Acts or the prevailing laws / rules, the statutory provisions contained in the extant law/rule and the original instructions shall prevail.

**25.15** All the consumable materials will be of standard quality as mentioned in the scope of services and that will be verified by the Company Representative before the use.

**25.16** The Workforce deployed by the Contractor shall have no right or claim or complaint of any nature whatsoever against BHEL including permanent absorption in BHEL. Any complaint as regards the working condition or dispute of any nature can only be taken up through the Contractor.

**26. CARE & TREATMENT:**

Contractor or his representative should be in regular touch with all his workforce during all work timings. If any member of workforce falls ill or suffers an accident / injury, the contractor or his authorized representative, shall immediately arrange to take him/her for proper medical care. Delay / ignoring will be treated as violation of contractual obligations. Provisions of First Aid Facility should be provided & maintained by the Contractor so, as to be readily accessible during all working hours. In case, while on duty and during the course of engagement in work premises of BHEL under this Agreement, if any of the Contractor's Workforce meet (s) with any injury / illness due to accident or other natural calamities, the Contractor shall ensure that immediate and adequate medical aid viz., first -aid and subsequent treatment facilities are provided to the person(s) concerned free of cost without fail. In addition, the Contractor shall also be liable for meeting other statutory liabilities like ESI, Insurance etc. Contractor shall make every arrangement to render all the possible assistance to their workforce in such cases.

**27. REGISTERS AND RECORDS AND COLLECTION OF STATISTICS**

All registers and other records required to be maintained under various Labour Laws / Rules, shall be maintained complete and up-to-date, and, unless otherwise provided for, shall be kept with Work Supervisor or the nearest convenient building within the precincts of the workplace or at a place within a radius of three kilometres. Such registers shall be maintained legibly in English and Hindi or in the





**Bharat Heavy Electricals Limited**  
**Heavy Equipment Repair Plant**  
Works Contract Management (WCM) Department  
TARNA, SHIVPUR, VARANASI-221003

language understood by the majority of the workforce. In case of any call seeking information or statistics in relation to Con workforce at any time by an order in writing, the same should be provided without fail. The contractor shall maintain all Register(s); or alternative suitable Register(s) in lieu of any of the registers prescribed below.

**27.1 Contract Labour (Regulation & Abolition), Act, 1970 & Payment of Wages Act, 1936:**

Employee Register in FORM- A.

Wage Register in FORM- B.

Register of Loan / Recoveries in FORM- C

Attendance Register in FORM- D.

Employment Card in FORM XII

Copies of Wage Slips in FORM XIX.

Copies of Half-Yearly Returns in in FORM XXIV.

**27.2 Employee State Insurance Act, 1948:**

Register of employees in FORM-6

Accident Book in FORM-11

**27.3 Employees Provident Fund & Miscellaneous**

Provisions Act, 1952: The Contractor has to maintain the Eligibility Register and Online Returns submitted in compliance to Para 36B of the EPF Scheme 1952. Copies of Nomination cum Declaration prescribed under the Payment of Wages Act 1936, The Employees Provident Fund & Miscellaneous Provisions Act 1952, and The ESI Act 1948.

**27.4 The Payment of Bonus Act, 1962:**

Register showing the details of the amount of bonus due to each of the contract workers, the deductions under Sections 17 and 18 and the amount actually disbursed, in FORM- C.

The contractor shall send a return in FORM D to the Inspector so as the reach him within 30 days after the expiry of the time limit specified in Section 19 for payment of Bonus.

**27.5 The Ease of Compliance to Maintain Registers under various Labour Laws Rules, 2017:**

Ministry of Labour & Employment has since February 2017 which has in effect replaced the 56 Registers/Forms under 9 Central Labour Laws and Rules made thereunder in to 5 common Registers/Forms. This will save efforts, costs and



**Bharat Heavy Electricals Limited**  
**Heavy Equipment Repair Plant**  
Works Contract Management (WCM) Department  
TARNA, SHIVPUR, VARANASI-221003

lessen the compliance burden by various establishments. These Rules are available on the Website of this Ministry at the link below:

<http://labour.gov.in/whatsnew/easecompliance-maintain-registersundervarious-labour-laws-rules-2017>

Employee Register FORM A.

Wage Register FORM B.

Register of Loan/Recoveries FORM C.

Attendance Register FORM D.

## **28. RETURNS UNDER LABOUR LAWS**

The Unified Shram Suvidha Portal, developed by Government of India, facilitates reporting of inspections & submission of Returns and has also been envisaged as a single point of contact between employer, employee and enforcement agencies bringing in transparency in their day-to-day interactions. For integration of data among various enforcement Agencies, the Contractor, as an inspectable unit, is required to register and obtain Labour Identification Number (i.e. LIN) from Shram Suvidha Portal and submit the same in BHEL. Single Online Common Annual Return under 9 Central Labour Acts {(1) Payment of Wages Act, 1936 (2) Minimum Wages Act, 1948 (3) Contract Labour (Regulation and Abolition) Act, 1970 (4) Maternity Benefit Act, 1961 (5) Building and Other Construction Workers (Regulation of Employment and Condition of Service) Act, 1996 (6) Payment of Bonus Act, 1965 (7) Inter-State Migrant Workmen (Regulation of Employment and conditions of Service) Act, 1979 (8) Industrial Disputes Act, 1947 (9) The Mines Act 1952} has been made operational on Shram Suvidha Portal since 24th April 2015 to facilitate filing of simplified Single Online Return by the establishments instead of filing separate Returns, under the Various Acts and same shall be duly filed by the contractor with a copy to BHEL. The Contractor shall submit annual returns in Form-6A and Form 3A, prescribed under statutory EPF scheme, 1952 and annual returns in Form-6 prescribed under ESI Act, in respect of all the workforce (wherever applicable) deployed by him with a copy to BHEL.

## **29. COMPLIANCE WITH BHEL RULES**

The contractor shall comply with all norms stipulated by BHEL such as gate passes, discipline & decency at and around the work site etc.

## **30. INDEMNITY**

The Contractor shall indemnify and compensate BHEL against any liability that BHEL is subjected to on account of any statutory or contractual violation including any liability arising under the Contract Labour (Regulation and Abolition) Act, 1970 towards the workforce engaged by the contractor. BHEL shall be entitled to recover its losses arising out of such liability from the security deposit or other financial holdings in the contract. The Contractor shall also indemnify and hold BHEL harmless



**Bharat Heavy Electricals Limited**  
**Heavy Equipment Repair Plant**  
Works Contract Management (WCM) Department  
TARNA, SHIVPUR, VARANASI-221003

from and against all claims, damages, losses or expenses arising out of or resulting from the work/ services under the contract.

### **31. COMPANY REPRESENTATIVE**

BHEL will nominate for each work premise covered under this Agreement, a Representative (hereinafter called "the Company Representative"). The Company Representative shall be the point of contact between the Contractor and the Company.

### **32. WITHDRAWAL OF WORKFORCE**

In the event of termination of contract for any reason whatsoever or on completion of contract, the contractor shall withdraw all his workforce from the establishment of BHEL. In case the contractor has to discontinue services of any workforce (due to any reason) deployed under this agreement at any of BHEL premise, he should settle all statutory dues/payments of such individual immediately.

### **33. INSTRUCTION BOOK**

The Contractor shall maintain an instruction book at job premises, serially numbered on each page, so that progress and quality of job to the Contractor. The Contractor or the contractor representative will sign in the instruction book in token of receipt of and understanding of such instructions. Action taken on the instructions by intimated to Company Representative or any other authorized representative of BHEL and their comment be recorded in the instruction book.

### **34. IDENTITY**

The Contractor shall ensure that the Workforces engaged by him must wear & display ID-cards prominently on their uniform during their duty period (as the same duly endorsed by BHEL). Each Workforce shall also wear his name badge (to be issued by the contractor) while on duty. All the personnel so deployed will follow strictly the security regulations of the BHEL, in vogue from time to time.

### **35. ATTENDANCE RECORD**

Attendance of the workforce deployed by the Contractor will be maintained by the Contractor and copy of such document duly signed & stamped by the Contractor shall be provided to BHEL as and when called for. Contractor shall provide proper Biometric Employment cards for the contract workers to be deployed by him for Work/Services, duly signed by the contractor or authorized person on behalf of contractor. Contractor is required to install Biometric Attendance System to regulate attendance of the workforce engaged by them. Contractor shall provide proper Biometric Employment cards for the workforce to be deployed by him for Work/Services, duly signed by the contractor or authorized person on behalf of contractor. All the workforce deployed by the Contractor at work premises should also mark their attendance in the Bio-Matric Attendance System installed at BHEL premises. For the same, the Contractor should complete all formalities before deployment of workforce at work premises. However, a physical attendance register



**Bharat Heavy Electricals Limited**  
**Heavy Equipment Repair Plant**  
Works Contract Management (WCM) Department  
TARNA, SHIVPUR, VARANASI-221003

(Muster-Roll) shall be also maintained by the concerned Work Supervisor of the Contractor at work premise for physical verification by BHEL / statutory authorities.

### **36. CHARACTER VERIFICATION AND ANTECEDENCE**

The contractor should get the character / antecedents of all the workforce deployed by them at the work premises, verified by the Police Authorities before engaging & deploying them in BHEL premises. It is mandatory for the Verification in respect of each individual deputed for BHEL on his own expenses and submit Police Verification Report obtained from the Police Authorities in respect of each individual before deploying him/her for BHEL treating it as a mandatory requirement. Please note that online application for Police Verification is to be made by the Contractor himself/ themselves giving declaration that the individual in question is his/their own employee. Police Verification applied by the individual will not be accepted. In case the contractor desires to change the Workforce deployed by him/her due to any reason or BHEL requires the Contractor to withdraw any workmen, the new incumbent (replacement) should be deployed subject to verification as explained above.

### **37. CHARGES FOR EXTRA SERVICES**

The Contractor shall be entitled to claim additional charges for extra services beyond the initial scope of work at the rates agreed under the Special Conditions of the Contract. In addition to normal duty hours, extra services may be required. However, the Contractor shall not render any extra services unless he receives specific written instructions from Company Representative of BHEL. The Contractor shall ensure that the personnel deployed by it receive their overtime charges as prescribed under the law applicable at the place of deployment, if they are made to work for extra hours or on holidays by the Contractor.

### **38. WORKING DAYS / HOLIDAYS / LEAVE**

**38.1** All the workforce must be allowed at least one whole day of rest / weekly-off for every six continuous working days or as laid down in the prevailing laws. No deduction shall be made by the Contractor from the wages of any workforce on account of Weekly-Off, National Holidays or Public Holidays. Workforce deployed by the Contractor shall be required to work normally on all six days (Monday to Saturday) for 8 ½ Hrs. with a break of half-an-hour after every 04 Hrs. or as provided under the applicable law from time to time. The Contractor's shall ensure that its workforce is granted leaves as per the applicable Shops and Establishment Act or Factories Act as amended from time to time.

**38.2** Payment against encashment of paid leave shall be made to the Contractor when the Contractor submits proof of such payment at the end of one year i.e. annual basis (and not with every monthly bill).

**38.3** If there are any changes in statutory laws /periodicity of payment of leave entitlement or if any other leave / holidays is enforced or modified in future, the Contractor will be authorized for billing to cover the same accordingly. The



**Bharat Heavy Electricals Limited**  
**Heavy Equipment Repair Plant**  
Works Contract Management (WCM) Department  
TARNA, SHIVPUR, VARANASI-221003

Contractor will maintain proper records of Leaves/ Holidays/ Weekly off etc. granted to the workforce.

### **39. WORKING TIME & NATURE OF SERVICES**

The contractor shall perform all the job / services as details mentioned in the scope of work.

### **40. SAFETY, HEALTH AND ENVIRONMENT (SHE) MANAGEMENT**

**40.1** All necessary precautions for safety of the man / machine, fire hazard & environmental aspects shall have to be taken by the Contractor for the activities performed by his workforce.

**40.2** The Contractor will be responsible for meeting all obligations for providing a safe and healthy workplace for its workforce. The contractor will be responsible for frequent and regular safety inspections of the worksites, materials, and equipment by its competent employees.

**40.3 Safety and Personal Protective Equipment:** Unless otherwise specified, the contractor is responsible for providing all necessary safety and personal protective equipment (PPE) needed by its workforce. This equipment must meet appropriate OSHA requirements and be in good working order. The contractor shall ensure that its workforce have received appropriate training on the use and maintenance of safety and PPE prior to its use. Failure to correctly use appropriate safety equipment is a violation of the contract and may result in damages in law and any applicable penalties in line with Special Conditions of the Contract.

**40.4 Safety Training:** The contractor must ensure that its workforces have completed appropriate health and safety training when required by statute/regulation and provide documentation of such training when required by BHEL.

**40.5 Safety and Health Plan:** The contractor must develop and implement a comprehensive health and safety plan for his or her workforce, which covers all aspects of operations and activities associated with the contract. This plan must comply with all statutorily applicable health and safety regulations and any project specific requirements that BHEL has specified.

**40.6** It will be solely the contractor's responsibility to fulfil all the legal formalities with respect to the **National Policy on Safety, Health and Environment** at Workplace

### **41. WITHDRAW / RELAX**

BHEL reserves the right to withdraw / relax any of the terms and condition mentioned in the contract, so as to overcome the problem encountered at a later stage. No such withdrawal or relaxation in any term shall be deemed to affect the other terms and conditions of the contract unless done so expressly and in writing.



**Bharat Heavy Electricals Limited**  
**Heavy Equipment Repair Plant**  
Works Contract Management (WCM) Department  
TARNA, SHIVPUR, VARANASI-221003

**42. NO EMPLOYER EMPLOYEE RELATIONSHIP**

The workforce deployed by the Contractor shall be the employees of the Contractor and there shall not be any employer employee relationship between BHEL and the said workforce of Contractor on any ground whatsoever. BHEL will not issue any experience certificate to the workforces of the Contractor.

**43. FACILITIES AND UTILITIES TO BE PROVIDED BY THE BHEL TO CONTRACTOR AT SITE**

**43.1 WATER & ELECTRICITY:** Water & electricity shall be supplied to the contractor by BHEL free of cost subject to that the contractor will utilize the Water/Electricity for the services to be provided to BHEL. BHEL does not guarantee to maintain uninterrupted supply of water/ electricity and it will be incumbent on the contractor to make alternative arrangement for proper supply of the same at their own cost in the event of any break down in the government water/ electricity mains so that the services to be provided against this contract is not held up for the want of the same.

**43.2 STORES:** The contractor shall be provided free of cost a space for storing the materials related to the scope of work which will be utilized against this contract only. The contractor shall at all times keep the place tidy, clean and in sanitary condition to the entire satisfaction of the Officer In-charge. The be the responsibility of contractor himself. BHEL will not provide any compensation due to theft, stores provided to the contractor will not be utilized as the accommodation for the workers or for any other purpose than storing the materials related to housekeeping and catering services.

**44. WORKFORCE**

**44.1** The Contractor shall provide workforce in sufficient numbers to meet the requirement of the scope of Company Representative. Estimated quantities envisaged for all services shall be as provided in the Special Conditions. In order to maintain quality services and minimize operational problems, the contractor may rotate the workforce with prior intimation to BHEL. For satisfactory services, the Contractor shall continuously maintain workforce strength as required to cope up with the requirement as arisen for satisfactory services to BHEL. Contractor has to deploy the minimum workforce as emphasized in the scope of services in the contract at any given day. Any deficiencies of the scope of services, the monthly payment against the job / services provided shall be deducted to the tune of shortages.

**44.2** The workforce shall be classified as follows:

**i)TYPE-A- Unskilled (USW):** For providing Services at Job-Premise, the Contractor has to deploy unskilled workforce who must be minimum 5th Pass and know operations that involve the performance of simple duties, which require the experience of little of no independent judgment or previous experience although familiarity with the occupational environment is necessary.





**Bharat Heavy Electricals Limited**  
**Heavy Equipment Repair Plant**  
Works Contract Management (WCM) Department  
TARNA, SHIVPUR, VARANASI-221003

**ii) TYPE-B- Semi-skilled (SSW) / Non-Matriculate:** For providing services at Job- Premise, the Contractor has to deploy semiskilled workforce who must be minimum Non Matriculate (8th Pass), his/her work will be limited to the performance of routine operations of limited scope.

**iii) TYPE-C- Skilled (SW)/Work Supervisor (SW) / Matriculate:** For providing Services at Job Premise, the Contract has to deploy skilled workforce who must be Matriculate (10th Pass), his/her shall be capable of working efficiently of exercising considerable independent judgement and of discharging his duties with responsibility. They must possess thorough & comprehensive knowledge of the trade, craft or industry in which they will be deployed by the Contractor. Specific work, wherever required, work supervisor, receptionist etc. should have basic knowledge of operating computer. The Contractor i.e. the employer of contract workers will give certification regarding eligibility of an individual for his/her respective category for TYPE-A, TYPE-B & TYPE-C (mentioned above) on the basis of their skills/experience etc.

**44.3** Efficiency, promptness, quality service, good behaviour and politeness of the workforce are shall be ensured at all times. The Contractor is required to supervise the operations at all working hours and his manager or supervisor shall personally supervise operations in the kitchen and dining area at the BHEL premises.

**44.4** The workforce deployed by the contractor shall be hail and healthy and should not be suffering from any communicable diseases. The contractor shall get his employee medically examined on regular intervals and such reports shall be produced as and when called upon by BHEL.

**44.5** The persons deployed by the Contractor shall not be entitled to pay, perks and other facilities admissible to regular/ confirmed employees during the currency or after expiry of the Agreement.

**44.6** No medical facilities or reimbursement or any sort of medical claims thereof in respect of workforces provided by the Contractor will be entertained by BHEL.

**44.7** The Contractor shall furnish the following documents in respect of the manpower deployed by them to BHELs premise/ designated premise in the given time limit:

List of persons deployed (monthly)

Biodata/ resume with antecedents' details (at the time of deployment)

Copy of Aadhaar Card of the candidates (at the time of deployment)

Identity Cards issued by Contractor bearing photograph (within 8 days of joining)

Identity proof and residential proof (at the time of deployment)

Copy of police verification certificate (at the time of deployment)



**Bharat Heavy Electricals Limited**  
**Heavy Equipment Repair Plant**  
Works Contract Management (WCM) Department  
TARNA, SHIVPUR, VARANASI-221003

Copy of birth certificate, if required (at the time of deployment - for domicile purpose)

**44.8** For all intents and purposes, the Contractor shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Contractor shall not have any claim whatsoever like employer and employee relationship with BHEL. No deployed manpower shall be allowed to stay in the BHEL'S' premise/ designated premise unnecessarily after working hours without BHEL'S permission.

#### **45. SUPERVISION OF CONTRACTOR'S WORKFORCE**

**SUPERVISORY SERVICES:** Due supervision of jobs at the work premises shall be ensured by the monitoring services under the job contract and work supervisor shall be equipped with cell phone facility for effective coordination with BHEL. Adequate intercommunication facilities for communication between supervisors/manager shall also be provided by the contractor. The major responsibility of the works Supervisor would be as under:

**45.1** Obtaining instructions from the concerned BHEL Official(s) for carrying out the works pertaining to their areas.

**45.2** Passing on the work instructions to his team of workforce ensuring completion of work within the stipulated time as instructed above and as per the terms & conditions of the tender document.

**45.3** To ensure proper conduct and discipline by his team of workforce, while performing their duty at BHEL premises.

**45.4** To report / intimate any constraint in writing, if so felt, during the execution of designated works by his team of workforce.

#### **46. ASSIGNMENT**

The contractor shall not, without the express prior written consent of BHEL, assign to any third party the Contract or any part thereof, or any right, benefit, obligation or interest therein or thereunder.

#### **47. TERMINATION**

##### **47.1 Termination for BHEL'S Convenience**

(i) BHEL may at any time terminate the Contract for any reason by giving the Contractor a notice of termination that refers to this clause.

(ii) Upon receipt of the notice of termination under Sub clause 1), the Contractor shall, either immediately or upon the date specified in the notice of termination,

a) cease all further work, except for such work as BHEL may specify in the notice of termination; and



**Bharat Heavy Electricals Limited**  
**Heavy Equipment Repair Plant**  
Works Contract Management (WCM) Department  
TARNA, SHIVPUR, VARANASI-221003

b) removal all contractor's equipment from the site, repatriate the contractor's personnel from the Site, remove from the Site any wreckage, rubbish and debris of any kind, and leave the whole of the Site in a clean and safe condition.

c) In the event of termination of the Contract under Sub clause 1), the BHEL shall pay to the Contractor the Contract Price, properly attributable to the parts of the Facilities executed by the Contractor as of the date of termination;

#### **47.2 Termination for Contractors Default**

(i) BHEL, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith in the following circumstances by giving a notice of termination and its reasons therefor to the Contractor:

a) if the Contractor becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Contractor is a corporation, a resolution is passed or order is made for its winding up, other than a voluntary liquidation for the purposes of amalgamation or reconstruction, a receiver is appointed over any part of its undertaking or assets, or if the Contractor takes or suffers any other analogous action in consequence of debt; and

b) has abandoned or repudiated the Contract or has without valid reason failed to commence work on the Facilities promptly or has suspended the progress of Contract performance after receiving a written instruction from the BHEL to proceed;

c) persistently fails to execute the Contract or remedy any breach or persistently neglects to carry out its obligations under the Contract; then BHEL may, without prejudice to any other rights it may possess under the Contract, give a notice to the Contractor, stating the nature of the default and requiring the Contractor to remedy the same. If the Contractor fails to remedy or to take steps to remedy the same within 14 days of its receipt of such notice, then BHEL may terminate the Contract forthwith by giving a notice of termination to the Contractor.

a) Upon receipt of the notice of termination under Sub clause (i), the Contractor shall, either immediately or upon such date as is specified in the notice of termination, cease all further work, except for such work as BHEL may specify in the notice of termination. the Contractor shall be entitled to be paid the contract price attributable to the works executed/services performed upto the date of termination. Any sums due to BHEL from the Contractor accruing prior to the date of termination and already intimated to the Contractor shall be deducted from the amount to be paid to the Contractor under this Contract.

#### **47.3 Termination by Contractor**

i) If BHEL has failed to pay the Contractor any sum due under the Contract within the specified period, if any, without just cause, the Contractor give a notice to BHEL of the same. If BHEL fails to pay such sum or give its reasons for withholding such sums within 14 days after receipt of the contractor's notice, the Contractor may by a further notice to BHEL shall be entitled terminate the Contract.



**Bharat Heavy Electricals Limited**  
**Heavy Equipment Repair Plant**  
Works Contract Management (WCM) Department  
TARNA, SHIVPUR, VARANASI-221003

ii) In calculating any monies due from the BHEL to the Contractor, account shall be taken of any sum previously paid to the Contractor under the Contract, including any advance payment paid. The Contractor shall be entitled to be paid the contract price attributable to the works executed/services performed upto the date of termination.

**48. SUSPENSION OF BUSINESS DEALINGS**

BHEL reserves the right to take action against Contractors who either fail to perform or indulge in malpractices, by suspending business dealings with them in line with BHEL guidelines issued from time to time.

**The Contractor shall prepare, maintain and submit all records, documents, returns, registers, notice, etc. as required under various Labour Legislations in the prescribed manner as applicable from time to time and within prescribed time to the concerned statutory authorities and produce the same on demand. The Contractor shall keep itself updated of the various labour laws as applicable to it and which may become applicable to it from time to time and shall take effective and speedy steps to comply with the same. In the event of breach of any law as applicable to its personnel or otherwise, by the contractor, the Contractor alone shall be responsible and liable for legal action that may arise as a result of such breach or violation and consequences thereof, if any.**



**Bharat Heavy Electricals Limited**  
**Heavy Equipment Repair Plant**  
Works Contract Management (WCM) Department  
TARNA, SHIVPUR, VARANASI-221003

**Bidders Declaration**

I / we have read the terms and conditions of the tender document, our contractual obligations towards execution of the Contract as per the tender document, we know of all obligations to be performed by us under the contract, the financing cost, administrative expenses, Statutory liabilities, etc. and undertake to fulfil its entire requirement under the quoted rates.

Thanking you,

Yours Sincerely

Signature, seal and address of the party