



भारत हेवी इलेक्ट्रिकल्स लिमिटेड Bharat Heavy Electricals Limited

(भारत सरकार का उपक्रम / A Government of India Undertaking)

CIN: L74899DL1964GOI004281

(कॉर्पोरेट-कार्यालय / Corporate Office)

(बीएचईएल हाउस, सिरी फोर्ट, नई दिल्ली -110049 / BHEL HOUSE, Siri Fort, New Delhi - 110049)

(फोन /Phone: 011-6633 7436 | ईमेल /Email: habib@bhel.in)

निविदा आमंत्रण सूचना/ एकल निविदा पृच्छताछ NOTICE INVITING TENDER / SINGLE TENDER ENQUIRY

To,

7781 / M/S Uma Shanker Verma Security Agency

Shop No 02, IInd Floor 31/41 42 Love Lane Market,
Mahatma Gandhi Marg, Hazratganj, Lucknow (UP) 226001

Sir,

Bharat Heavy Electricals Limited (hereinafter referred to as BHEL, a Public Sector Enterprise) invites offer in sealed cover under single-part bid system for providing **"Security & Allied Services at BHEL-Complex, Film City, Plot No.25, Sector-16A, NOIDA for the period of six-months on job contract basis"**. Please submit your offer for the above subject work as per the tender terms & conditions.

SCHEDULE TO TENDER

1.	Tender Reference No.	AA: GAX:24:SA:102
2.	Date of Issue of Tender:	26-04-2024
3.	Type of Tender:	Single Tender
4.	Tender Title:	"Hiring of Agency for providing Security & Allied Services at BHEL-Complex, Film City, Plot No.25, Sector-16A, NOIDA" .
5.	Last date/ time for receipt of tender:	29-04-2024 by 10:30 AM
6.	Date/ time of tender opening:	29-04-2024 at 11:00 AM
7.	Place of Submission of Tender / Bid:	Tender Box, placed at the reception of Corporate Office, BHEL House, Siri Fort, New Delhi-110049
8.	Tender will be opened at:	BHEL House, Siri Fort, New Delhi-110049
9.	EMD (₹):	Nil
10.	Validity of tender offer:	90 days from the due date of submission of offer
11.	Scope of Work:	Security & Allied Services
12.	Duration of Contract:	Six-Months

All corrigenda, addenda, amendments, time extension, clarifications, etc. to the tender will be hosted on website <http://www.bhel.com> and <http://eprocure.gov.in/cppp/> only. Bidder should regularly visit website till the due date of submission to keep themselves updated. Any clarification(s) regarding Notice Inviting Tender (NIT), if required, should be sought from the undersigned before the tender due date.

Thanking you,

For & on behalf of
Bharat Heavy Electricals Ltd.

(Signature)
(Habibul Rehman)
DGM (HR-GAX & ISMG)

पंजीकृत कार्यालय बीएचईएल हाउस, सिरी फोर्ट, नई दिल्ली 110049 -| फोन 66337598-011 :| ईमेल :contactus@bhel.in

Registered Office: BHEL HOUSE, Siri Fort, New Delhi - 110049 | Phone: 011-66337598 | E-mail: contactus@bhel.in

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SECTION-I

GENERAL CONDITIONS OF TENDER

1.1. DESPATCH INSTRUCTION

- 1.1.1. All pages of the tender documents shall be duly signed, stamped and submitted along with the offer in token of complete acceptance thereof. The information furnished shall be complete by itself. The bidder is required to furnish all the details and other documents as per the tender terms & conditions.
- 1.1.2. Documents not signed & stamped by the authorized signatory of the bidder shall not be accepted and considered for evaluation of bid.
- 1.1.3. Any additional documents submitted by the bidder during processing of tender or after placement of order, shall not be accepted unless it is submitted with forwarding letter and duly signed & stamped as mentioned above.
- 1.1.4. The above requirement is equally applicable even if the documents are received in soft form. In such cases, Documents / Clarifications received electronically should be from the registered e-mail ID of the bidder.
- 1.1.5. All documents submitted by the bidder in his submission shall be accompanied with a covering letter giving index interlinking all the documents, which shall be numbered page wise.
- 1.1.6. **COMMUNICATION & CORRESPONDENCE:** All communications related to the tender shall be sent to registered e-mail ID of the bidder. Such communication(s) shall be deemed as delivered and final. Bidder has to regularly view their email and also remain in touch with the Notice Inviting Authority to remain updated. Non-viewing of e-mail or non-functioning of Internet & PC will not be entertained as a reason for no-response to any official communication. Two Mobile phones numbers should also be provided for communication / reminder(s). Such phones should be promptly attended. If due to any reason, bidder / authorized representative is unable to attend a call, he/she should revert to BHEL officials as soon as possible on the same day or, at the maximum, on the next working day. Any change in e-mail ID should be properly communicated in person, e-mail & hard copy. Later, during the execution of contract as well, non-response to a communication calling for action, shall be deemed to be a deliberate violation of contract condition and may invite suitable penalty for respective violation as per penalty causes.
- 1.1.7. Bidder is advised to study complete tender documents carefully. Submission of tender by any bidder shall be deemed to have been done after careful study, examination of the tender document and with the full understanding of the implications thereof. If the bidder has any doubt about the meaning of any portion of the tender specification or find discrepancies or omissions in the tender document issued or require clarification on any of the technical aspects, scope of work etc., he/she shall at once, contact the authority inviting the tender for the same, well in time (so as not to affect last date of submission) before the submission of the tender or else, BHEL's interpretation shall prevail & shall be binding on the bidder. Bidder's request for clarifications shall be with reference to Section and Clause numbers given in the tender document. The specifications, terms and conditions shall be deemed to have been accepted by the bidder in his offer. Non-compliance with any of the requirements and instructions of the tender enquiry may result in the rejection of the bid.

- 1.1.8. All entries in the tender documents should be in one ink.
- 1.1.9. Bid should be free from correction, overwriting, using corrective fluid etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection.
- 1.1.10. No clause of the tender document should be altered /amended /edited etc. by the bidder under any circumstances.

1.2. SUBMISSION OF BIDS


- 1.2.1. Bidder must submit their bid as per instructions in the tender enquiry i.e. bid shall be strictly in accordance with the tender specifications.
- 1.2.2. Bids submitted by post shall be sent by 'REGISTERED POST / COURIER' and shall be posted with due allowance for any postal/courier delays. In case of Single tender enquiry, late offers may be considered.
- 1.2.3. After/during the scrutiny of bid, bidder may be asked to attend meeting(s) for clarifications, if any.
- 1.2.4. Before submission of Offer, the bidder is advised to inspect the site 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 05:30 PM with prior intimation. No claim will be entertained later on the grounds of lack of knowledge of any of site conditions.

1.3. TENDER OPENING:

- 1.3.1. Tender shall be opened on appointed date & time (or the extended date/ time, if any) by representatives of Contracting deptt. and Finance deptt. in the presence of representatives of bidder who would like to be present. The last day of submission (or the extended date of submission) and the opening date of shall be same. Bidder shall note that if the date of tender opening given in the Tender Document is declared an Off / Holiday by BHEL, then the next working day shall be considered as the last date for opening of bids up to the time specified.

1.4. LANGUAGE

- 1.4.1. The bidder shall quote the **"PERCENTAGE (%) SERVICE CHARGE"** in **English language and international numerals ONLY**. The **"SERVICE CHARGE"** shall be entered in figures as well as in words.
- 1.4.2. All correspondence and documents relating to the bid exchanged by the Bidder and BHEL shall be written in the English language. Any printed literature/certificate/any other document furnished by the Bidder may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purpose of interpretation of the Bid the English translation shall prevail.
- 1.4.3. **CURRENCIES OF BID & PAYMENT:** Indian Rupees (₹) only.
- 1.4.4. **SINGULAR & PLURAL:** Words importing the singular number shall also include the plural and vice versa, where the context requires.



- 1.4.5. **HEADINGS AND MARGINAL HEADINGS:** The headings and marginal headings in tender document are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or to be taken into consideration in the interpretation or construction thereof or the contract.

1.5. PRICE DISCREPANCY / CORRECTION OF ARITHMETIC ERRORS: Provided that the bid is substantially responsive, BHEL shall correct arithmetical errors on the following basis:

- 1.5.1. "Service Charges" must be quoted in figures as well as in words. If there is a discrepancy between words and figures, the higher service charge shall be considered for evaluation and lower service charge shall be considered for ordering. BHEL's decision regarding the same shall be final and binding.
- 1.5.2. "Service Charges" shall be considered up to TWO decimal points only. Digits beyond TWO decimal points will be ignored and not rounded off. No representations on this account shall be entertained.
- 1.5.3. If any bidder does not accept the correction of errors, their bid will be disqualified.

1.6. TENDER PRICES:

- 1.6.1. If the "Rate i.e. PERCENTAGE" is not filled-up in the Price-bid and is not as per the requirements of the Bidding Documents, then that bid is deemed to be violating the terms of tender and shall not be considered for financial comparison and shall be rejected declaring "unresponsive bid" for violating term and conditions of tender.
- 1.6.2. Service charges/Percentages Quoted shall be considered up to two decimal places only. Digits beyond two decimal places shall be ignored and not rounded off.
- 1.6.3. Unless explicitly stated otherwise in the Tender Documents, 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 **Section-III**.
- 1.6.4. While quoting the "Service Charge", bidder should consider all cost elements like financing cost, cost of maintenance of accounts, Overheads, Profit Margins, Conveyance Charges, Supervision 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.
- 1.6.5. If a bidder quote "Nil" service charge, the bid shall be treated as unresponsive and will not be considered for evaluation (in terms of provisions of Ministry of Finance, Dept. of Expenditure No 29(1)/2014-PPD dated 29/1/2014).
- 1.6.6. The "Services Charges" quoted by the bidder in their "Price-Bid" will be payable to bidder as profit margin for providing the services on monthly basis.
- 1.6.7. The Bidder is advised to quote the "Service Charges" in terms of percentage of total of monthly charges arrived at S. No. 9 in "**Annexure-A**".

- 1.6.8. The Service Charge chargeable/quoted by the bidder (Security Agency) should be in line with the guidelines issued by DGR and amendments made therein from time to time. In case any bidder (Security Agency) quotes Service Charge other than the DGR prescribed rates, the bid is liable for rejection.
- 1.6.9. The service charge quoted in the Price-bid shall be exclusive of GST as levied by the Govt. of India time to time. GST shall be payable as applicable on actual. The present rate of GST is 18%.
- 1.6.10. Lowest "Service Charge" received against the Tender need not be acceptable to BHEL and in that case BHEL would not consider the same for Award of Contract. BHEL would negotiate or re-float the Tender if price is not the **lowest-acceptable** price to them inter-alia other reasons.
- 1.7. TENDER EVALUATION / EVALUATION OF BIDS:** Tender evaluation shall be carried out on the basis terms & conditions specified in the tender documents and corrigenda, addenda, amendments thereof, if any, shall be communicated to the bidder before bid opening.
- 1.7.1. BHEL shall work out the total cost to BHEL (incl. GST) after consideration of combined effect of your quotes in the price bid and accordingly come up with the Total Cost (including GST);
- 1.7.2. Evaluation shall be on the basis of delivered cost (i.e. total cost to BHEL incl. GST).
- 1.7.3. If the rates are not filled up in the Price-bid and is not as per the requirements of the Bidding Documents, the same shall be omitted from evaluation.
- 1.8. APPLICABLE CONTRACTUAL VARIATIONS:**
- 1.10.1 Within the validity or any extension of contract thereof, "**Service Charge**" shall remain **firm (in terms of percentage)** without any escalation / variation for any reason, whatsoever, unless specifically provided herein. Contractor's obligation shall remain unaffected by such escalation / variation. However, during the validity of contract period, the Contract Value will vary depending on the followings:
- i) Rates of Basic Plus VDA, HRA, Uniform Outfit & Washing Allowance, Relieving Charges (subsequent to floating of this tender), as & when notified by DGR will be applicable in the contract and accordingly the monthly bill(s) of the contractor will get amended against the documentary evidence;
 - ii) Rates of EPF / EPS / EDLI / ESI / Min. Monthly Bonus etc. (subsequent to floating of this tender), as & when notified by Governing Statutory Authorities will be applicable in the contract and accordingly the monthly bill(s) of the contractor will get amended against the documentary evidence.
 - iii) GST (as applicable) will be payable by BHEL to the Contractor during the execution of the contract along with monthly bill(s), against the documentary evidence.
- 1.10.2 BHEL reserves the right to increase or decrease the quantum of work / services up to **30%** at the same rates, terms & conditions of this NIT during the currency of the contract. BHEL also reserves the right to ask the Contractor to shift the services from one location to another location of BHEL within NOIDA, Uttar Pradesh-India at the same rates, terms & conditions.



1.11 **VALIDITY OF OFFER:** Offers shall remain valid for **90 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. In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', BHEL may request the Bidder 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 email. A Bidder may refuse the request. A Bidder agreeing to the request will not be required or permitted to modify his Bid.

1.12 **EARNEST MONEY DEPOSIT/CONTRACT PERFORMANCE GUARANTEE (CPG)/ BANK GUARANTEE:** DGR sponsored Security Agencies are not required to deposit Earnest Money Deposit (EMD). **However, the successful bidder must submit the security deposit up to a maximum limit not exceeding 10 percent of One month's wage bill. The security deposit shall not carry any interest.**

1.12.1 Upon acceptance of tender, the successful bidder must submit the security deposit in any of the following forms:

- i) Cash (as permissible under the extant Income Tax Act)
- ii) Local cheque 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. The Bank Guarantee format should have the approval of BHEL.
- 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).
- 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)

1.12.2 **COLLECTION OF SECURITY:** At least 50% of the required Security Deposit, 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.

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.

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.

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, with the approval of the authority competent to award the work.

1.12.3 **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.

1.12.4 **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) Bidder 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.

1.12.5 Bidder agrees to submit performance security required for execution of the contract within the time period mentioned above.

1.13 **REJECTION OF BID**

1.13.1 BHEL reserves the right to accept or reject the bid or cancel / withdraw the invitation for bid without assigning any reason whatsoever and in such case, bidder shall have no claim arising out of such action by BHEL. The acceptance of bid will rest with BHEL, not binding itself to accept the lowest tender.

1.13.2 BHEL also reserves the right to cancel the tender at any stage due to any administrative / internal reasons; whatsoever and in such case, bidder shall have no claim arising out of such action by BHEL.

1.13.3 Unsolicited bid, bid which is incomplete or not in the form specified or defective or have been materially altered or not in accordance with the tender conditions, specifications etc., is liable to be rejected.

1.13.4 If a bidder who is a proprietor expires after the submission of his bid or after the acceptance of his bid, BHEL may at their discretion, cancel such bid. If a partner of a firm expires after the submission of tender or after the acceptance of the tender, BHEL may then cancel such tender at their discretion, unless the firm retains its character.

- 1.13.5 If the bidder deliberately gives wrong information in his bid, BHEL reserves the right to reject such bid at any stage or to cancel the contract if awarded and forfeit the Earnest Money/Security Deposit/any other money due.
- 1.13.6 Canvassing in any form in connection with the bid submitted by the Bidder shall make his offer liable to rejection.
- 1.13.7 In case the Proprietor, Partner or Director of the Company/Firm submitting the tender, has any relative or relation employed in BHEL, the authority inviting the tender shall be informed of the fact along with the Offer. Failing to do so, BHEL may, at its sole discretion, reject the tender or cancel the contract and forfeit the Earnest Money / Security Deposit.
- 1.14. "The offer of the bidder who is under suspension as also the offer of the bidder, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com.

Integrity commitment, performance of the contract and punitive action thereof:

COMMITMENT BY BHEL: BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat bidder in a transparent and fair manner, and with equity.

COMMITMENT BY BIDDER/ SUPPLIER/ CONTRACTOR: The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on <http://www.bhel.com> and/or under applicable legal provisions".

- 1.15. The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers 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.
- 1.16. **BREACH OF CONTRACT, REMEDIES AND TERMINATION:** In case of breach of contract, 10% of the contract value shall be recovered from the contractor. This 10% of the recovery amount is other than the penalty/LD amount mentioned elsewhere in the contract. In case of breach of contract, wherever the value of security instruments like performance bank

guarantee available with BHEL against the said contract is at least 10% of the contract value, the same be encashed. In case the value of the security instruments available is less than 10% of the contract value, the balance amount be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, etc. with BHEL) or legal remedies be pursued. The balance scope shall be got done independently without Risk & Cost of the failed supplier/ contractor.

Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the NIT/contract.

Following cases shall be considered as terms of breach of contract:

- i. Contractor / supplier's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor/ supplier including unexecuted portion of work/ supply does not appear to be executable within balance available period (#) considering its performance of execution
- ii. Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.
- iii. Non-completion of work/ Non-supply by the Contractor/ supplier within scheduled completion/delivery period as per Contract or as extended from time to time, for the reasons attributable to the contractor/ supplier.
- iv. Termination of Contract on account of any other reason (s) attributable to Contractor/ Supplier. If at any time the Contractor/ Supplier defaults in proceeding with the work with due diligence and continues to do so or commit any default in complying any of the tender terms and conditions even after the notice in writing is given, BHEL may, without prejudice to any other right to remedy which shall have accrued or shall accrue thereafter to BHEL, to terminate the contract by giving 21 days' notice in writing. The notice will be deemed to have been served as and when sent to the address given in the tender.
- v. Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
- vi. Non-compliance to any contractual condition or any other default attributable to Contractor/ Supplier.

#In-case inputs from BHEL/Customer are likely to be delayed or are actually delayed, this delay may also be taken into account while considering balance period available for execution of Contract.

- 1.17. The bid submitted by bidder shall become the property of BHEL who shall be under no obligation to return the same to the bidder.
- 1.18. BHEL shall not be responsible for any expense incurred by bidder in connection with the preparation & delivery of their bids, site visit, participating in the discussion and other expenses incurred during the bidding process.
- 1.19. The tender schedule and the tender shall be deemed to form an integral part of the contract to be entered into for this work. All the terms & conditions mentioned in this tender document shall form a part of the Contract-Agreement, which shall be executed between the successful bidder and BHEL.

- 1.20. The Contractor will be abiding to execute the work assignments on job contract basis strictly in accordance with the terms and conditions of the tender documents.
- 1.21. The Contractor will be responsible for the quality of the job and will immediately rectify the deficiency pointed out in the job performed.
- 1.22. **SUBLETING:** The Contractor should not 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.
- 1.23. **RECOVERY FROM CONTRACTOR:** Whenever under the contract, any sum of money shall be 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 under any other contract with BHEL or from his security deposit, or the contractor shall pay the claim on demand without any terms & conditions.
- 1.24. **SECRECY OF CONFIDENTIAL INFORMATION:** The bidder(s)/contractor agree & acknowledge that in the course of their discussions and interaction, BHEL may disclose information of confidential proprietary nature relating to its business, products, know-how, technology, customers, employees and financial to the bidder(s)/contractor. 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 and authorized personnel's strictly on a need know basis, without the prior written permission of BHEL.

SETTLEMENT OF DISPUTES

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

1.26. ARBITRATION:

- 1.26.1. Except as provided elsewhere in NIT, 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 appointed by BHEL Corporate Office.

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 **DELHI**.

The cost of arbitration shall be borne as per the award of the Arbitrator.

Subject to the arbitration in terms of Clause above, the Courts at **DELHI** shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.

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.

1.26.2. 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)/FTS- 1835 dated 22.05.2018 dated 22.05.2018 as amended.

1.27. 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 **DELHI** 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.

1.28. FORCE MAJEURE: A Force Majeure (FM) means extraordinary events or circumstance beyond human control such as an event described as an Act of God (like a natural calamity) or events such as war, strike, riots, crimes (but not including negligence or wrong-doing, predictable/seasonal rain and any other events specifically excluded in the clause). An FM clause in the contract frees both parties from contractual liability or obligation when prevented by such events from fulfilling their obligations under the contract. An FM clause does not excuse a party's non-performance entirely, but only suspends it for the duration of the FM. The firm has to give notice of FM as soon as it occurs and it cannot be claimed ex-post facto. There may be a FM situation affecting the purchase organization only. In such a situation, the purchase organization is to communicate with the supplier along similar lines as above for further necessary action. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for a period exceeding 90 (Ninety) days, either party may at its option terminate the contract without any financial repercussion on either side. Notwithstanding the punitive provisions contained in the contract for delay or breach of contract, the supplier would not be liable for imposition of any such sanction so long as the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event covered in the FM clause.

- 1.29. **AGREEMENT TENURE & CONTRACT PERIOD:** The contract will commence on the date as applicable against the Contract/Agreement and will remain in force for a period of six-months. Notwithstanding any other provision in this Contract / Agreement, BHEL reserves the right to terminate the Contract / Agreement prior to its expiration by providing the Contractor with a minimum of 21 days' written notice. Such termination shall be effective as of the date specified in the notice. BHEL may exercise this right of early termination without assigning any reason thereof and without prejudice to the rights of BHEL to recover any amount becoming due under this Agreement.
- 1.30. **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.
- 1.31. **CLARIFICATION OF BIDS:** During evaluation of bids, BHEL may, at its own discretion, ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing over e-mail. If the response to the clarification is not received before the expiry of deadline prescribed in the request, BHEL reserves the right to make its own reasonable assumptions at the total risk and cost of the bidder. Also seeking clarification does not mean bidder's bid has been accepted.
- 1.32. The performance of the services will be continuously evaluated by the designated committee/user groups nominated by BHEL.
- 1.33. **LISASONING WITH LOCAL AND STATE AUTHORITIES:** The Contractor / Supplier will co-ordinate with state and local authorities for the work being done by it, as needed.
- 1.34. **VALUE ENGINEERING FOR BETTER SERVICES AND COST REDUCTION:** The Contractor / Supplier will use the expertise it has to suggest ways and means of improving the services and reducing cost.
- 1.35. **REPORTING:** The Contractor / Supplier will submit the Daily, Weekly, Monthly, Quarterly, Half-Yearly and Annual Reports as per the formats discussed and decided between BHEL and the Contractor / Supplier. These Formats will be submitted by the Contractor / Supplier within 1 week of commencement of Services at BHEL and will be finalized within one week from submission.
- 1.36. Notwithstanding the punitive provisions contained in the contract for delay or breach of contract, the supplier would not be liable for imposition of any such sanction so long as the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event covered in the FM clause.
- 1.37. Bidder may note that bid shall be in full compliance to the requirements of Bidding Document, failing which bid shall be considered as non-responsive and may be liable for rejection.
- 1.38. If at any stage, the document(s) submitted by bidder/ contractor is/ are found incorrect/ false, the necessary action will be taken by BHEL against the bidder/ contractor as per extant guidelines/ policies/ terms & conditions of this tender.
- 1.39. The evaluation currency for this tender shall be INR.

- 1.40. 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.
- 1.41.** The Contractor / Supplier hereby undertakes that it shall not charge any fees in whatever name, or take any monetary / non-monetary considerations / deductions from its employees/ individual/ persons/ resources engaged by it, to be deployed at BHEL site. The Contractor / Supplier further agrees that it will not indulge in any unethical practices and acknowledges that any non-compliance 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.
- 1.42.** After award of contract, if the The Contractor / Supplier 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 The Contractor / Supplier will be blacklisted. Any amount received from its manpower as registration or any fees by the Contractor / Supplier will be recovered from the pending bills and will be paid directly to the concerned manpower.
- 1.43.** The The Contractor / Supplier 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.

PROCEDURE FOR SUBMISSION OF TENDER:

- 1.44.** The tender is to be submitted as required under one part (single packet) in sealed covers indicating the tender number and due date & time as mentioned in the tender enquiry.
- 1.45.** Bidder is requested to note that they should necessarily submit their financial bid (price bid) in the format provided and no other format is acceptable and liable to be rejected. The price bid has been given in the standard formats at **Annexure-B** with the tender document.

SECTION-II
SPECIAL TERMS & CONDITIONS OF TENDER

2. SPECIAL INSTRUCTION TO BIDDER

- 2.1. STATUTORY OBLIGATIONS / COMPLIANCES / REQUIREMENTS:** Contractor shall comply with all the statutory requirements, rules, regulations, notifications in relation to employment of his employees, issued from time to time by the concerned authorities. The Contractor shall duly comply with all Acts, Laws, or other Statutory rules, regulations, bye-laws applicable or which might be applicable to **NOIDA-India** with regard to the performance of the work assignments included herein or concerning this Agreement but not limited to **Contract Labour (Regulation & Abolition) Act-1970 and the related Rules, The Minimum Wages Act-1948 and the related rules, The payment of wages Act-1936 and the related rules, The Factories Act -1948, The Employees' Provident Fund & Miscellaneous provisions Act 1952, Employees' Deposit Linked Insurance (EDLI) Scheme-1976, Employees' Pension Scheme-1995, Employees' State Insurance Act-1948 (to the extent as may be applicable, if any), Workmen's Compensation Act-1923 (to the extent as may be applicable, if any), Payment of Bonus Act-1965, Payment of Gratuity Act-1972, Inter-State Migrant Workmen (Regulation of Employment & Conditions of Service) Act-1979, Equal Remuneration Act-1976, Industrial Employment (Standing Order) Act-1960 , The Industrial Disputes Act-1947, Income Tax Act (with special reference to TDS U/S 192 TO 195 of the Act), GST Act-2017, The Private Security Agencies (Regulation) Act-2005, Private Security Agencies Central Model Rules, 2020** and the amendments made thereafter to these Acts/ Laws and from time to time take such steps as may be deemed necessary in this regard. Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him. Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and also provide a copy of the same to BHEL.
- 2.2.** The Contractor shall also comply with all the guidelines & advisories issued from time to time by Director General Resettlement (DGR), Department of Ex-Servicemen, Ministry of Defence, Govt. of India
- 2.3. 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 **₹5.00 Lakhs** per individual. The sum assured (**₹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 **₹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 bidder has to assess the premium of insurance cover for the entire contract period. Bidder should include the impact of cost of insurance cover in their quote (i.e. Service Charge) itself.**

- 2.4. The Contractor will have full and exclusive liability for Wages, PF, ESI, Bonus, Insurance, Uniform etc.; for 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.
- 2.5. 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 will deploy any casual workforce to carry out the job nor shall sub-contract the job. Contractors are 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 the Head of Executing Department. Any complaints received regarding workforce exploitation (i.e. non-compliance of labour laws, release of less payment/perks, 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.
- 2.6. 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.
- 2.7. 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.
- 2.8. The Workforce deployed by the Contractor will have no right or claim for the permanent absorption in BHEL.
- 2.9. **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. Adequate arrangement shall be made for immediate recoupment of the equipment when necessary. 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 / indisposition 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. All the facilities required to be provided to workforce under Contract Labour (Regulation & Abolition), Act, 1970 shall be provided by the Contractor.

2.10. 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.

2.11. 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 kilometers. Such registers shall be maintained legibly in English and Hindi or in the language understood by the majority of the workforce. In case of any call seeking information or statistics in relation to contract labour 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, may be used with the previous approval of the Competent Authority in order to avoid duplication of work for compliance with the provisions of any other Act or the rules framed thereunder for any other laws or regulation or in cases where mechanized pay rolls are introduced for better administration.

2.11.1 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.

2.11.2 Employee State Insurance Act, 1948:

- Register of employees in FORM-6
- Accident Book in FORM-11

2.11.3 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 EPD 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.

2.11.4 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 to reach him within 30 days after the expiry of the time limit specified in Section 19 for payment of Bonus.

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

- Employee Register – FORM A.
- Wage Register – FORM B.
- Register of Loan/Recoveries – FORM C.
- Attendance Register – FORM D.

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

2.13. 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.

2.14. 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.

2.15. CONDUCT: Contractor shall behave properly with the dealing officials of BHEL and shall not use baseless or unparliamentary 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 (an executive nominated by BHEL) 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 / any social media which are factually not correct / defamatory to officials or to BHEL.

- 2.16. 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.
- 2.17. The Contractor will maintain an instruction book at job premises, serially numbered on each page, so that our visiting officers can issue instructions regarding 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 the contractor or the contractor's representative shall be intimated to Officer-in-Charge or any other authorized representative of BHEL and their comment be recorded in the instruction book.
- 2.18. Successful bidder shall abide by all the rules / regulations / status imposed by the Govt. or other concerned authorities. The contractor will be responsible for workmen's compensation & other requirements of local Municipalities / Govt. or any other law regulating bodies.
- 2.19. Successful bidder shall have to execute "Contract Agreement" on a non-judicial stamp paper of ₹100/-, immediately after the issuance of LOI / Work Order. Payment will not be released if agreement is not signed & submitted.
- 2.20. **LABOUR LICENCE:** The Contractor shall have to obtain labour license {(as on date- if the number of workforce deployed is more than 19) from appropriate government (as on date Central Government)} by taking up the job on contractual basis under Contract Labour (Regulation and Abolition) Act-1970 and submit the copy of licence to BHEL within 15 days from the date of placement of Work Order / LOI. No contractor to whom Contract Labour (Regulation and Abolition) Act-1970 applies shall supply or engage contract labours in the establishment or undertake or execute the work through contract labour without a valid labour licence. In case the number of workforce desired to be deployed by the contractor against the contract during execution exceeds the number of workforce allowed in the license, then the contractor shall obtain prior amended valid labour license for the contract for the requisite number of workforce.
- 2.21. **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.
- 2.22. **ISSUE OF PHOTO IDENTITY CARD:** Every security guard or supervisor shall be issued a photo identity card, by the security Agency employing or engaging the guard. The photo identity card shall be issued in such form as may be prescribed under PSARA Act-2005. Every security guard or supervisor shall carry on his person the photo identity card issued and shall produce it on demand for inspection by BHEL.
- 2.23. **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. Contract 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/arrange Bio-Matric 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 (Muster-Roll) shall be also maintained by the concerned Work Supervisor of the Contractor at work premise for physical verification by BHEL / statutory authorities.

2.24. CHARACTER VERIFICATION AND ANTECEDENCE: Before any person is engaged as a security guard or supervisor, the Agency shall satisfy itself about the character and antecedents of such person in any one or more of the following manner, namely-

(a) by relying upon the character and antecedents verification certificate produced by the person:

Provided that the character and antecedent certificate shall be valid and the Agency does not have any adverse report regarding the person's character and antecedents from any other source;

(b) by accessing electronic databases of crime and criminal like the Crime and Criminal Tracking Networks and Systems (CCTNS), Interoperable Criminal Justice System (ICJS) for verification of the character and antecedents through the Controlling Authority or the Police.

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 with the clearance of BHEL, subject to verification as explained above.

2.25. WAGES:

2.25.1. Wages are subject to amendments as & when promulgated from time to time by DGR. The Contractor will pay wages to his Security Guard / Supervisor so engaged (for deployment under this contract) not less than the wages as prescribed by DGR (enumerated at Annexure-A).

Increase of VDA (variable dearness allowance) as & when notified by DGR subsequent to the floating of tender will be incorporated in the monthly wage calculation.

2.25.2. Components of Wages / Statutory Payments (i.e. Rates of Wages, Rates of Contribution by Employer & Employee towards EPF & ESI, Rates of Contribution by Employer towards Bonus, Rates of Overtime Wages etc.) will also be payable to the Contractor as per applicable latest rules/acts/regulations & policies promulgate by Competent Government Authority.

2.25.3. Every contractor shall issue wage slips, to the workmen at least a day prior to the disbursement of wages. The Wage slip must bear the Contractor's name & logo etc. The 'Wage Slip' must also mention clearly the Name & ID of individual, all the wage

components. Besides, UAN, PF Account No., ESI Account No., all other relevant details must also be mentioned on the 'Wage Slip'. The Contractor will be responsible for Maintenance of records / exhibiting of notices / issue of wage slips etc.

- 2.25.4. The contractor shall fix wage periods in respect of which wages shall be payable.
- 2.25.5. No wage period shall exceed one month.
- 2.25.6. Where the employment of any member of workforce is terminated by or on behalf of the contractor the wages earned by him shall be paid before the expiry of the second working day from the day on which his employment is terminated.
- 2.25.7. All payments of wages shall be made on a working day and during the working time and on a date notified in advance and in case the work is completed before the expiry of the wage period, final payment shall be made within 48 hours of the last working day.
- 2.25.8. Wages shall be paid without any deductions of any kind except those specified by the Central Government by general or special order in this behalf or permissible under the Payment of Wages Act, 1936 (4 of 1936).
- 2.25.9. An executive nominated by BHEL shall record under his signature a certificate at the end of the entries in the Register of Wages or the [Register of Wages-cum-Muster Roll] as the case may be, in the following form: "*Certified that the amount shown in column No. ... has been paid to the workman concerned on at*"

2.26. BONUS: The contractor shall be liable to pay statutory bonus under The Payment of Bonus Act 1965 and submit proof of disbursement. The contractor shall ensure the payment of Min. Bonus @8.33% as per Payment of Bonus Amendment Act 2015. Same is applicable for the Wages up to ₹21,000/-. As per Bonus Amendment Act-2015, bonus is to be computed on ₹7,000/- or the minimum wage for the scheduled employment, as fixed by the Appropriate Government, whichever is higher. The contractor shall strictly comply with the provisions of The Payment of Bonus Act 1965 and The Payment of Bonus Amendment Act-2015. The Contractor has to disburse the payment of Bonus to their workforce within a period of eight months from the close of the accounting year. Payment against Min. Bonus shall be made to the contractor when the contractor submits proof of such payment at the end of one accounting year i.e. annual basis (and not with every monthly bill).

2.27. The Contractor shall comply with the provisions of the Payment of Wages Act, 1936 and the rules made there-under in respect of all workforce employed by him in the services/works. If in compliance with the terms of the contract, the Contractor shall supply any workforce to be used wholly or partly under the direct orders and control of BHEL whether in connection with the works to be executed hereunder or otherwise for the purpose of BHEL, such workforce shall nevertheless be deemed to comprise persons employed by the contractor and any moneys which may be ordered to be paid by BHEL shall be deemed to be money payable by BHEL on behalf of the Contractor and BHEL may on failure of the Contractor to repay such money to BHEL deduct the same from any money due to the Contractor in terms of the contract. BHEL shall be entitled to deduct from any money due to the contractor (whether under this contract or any other contract) all money paid or payable by BHEL by way of compensation of aforesaid or for costs of expenses in connection with any claim thereto and the decision of BHEL upon any question arising out of the effect or force of this Clause shall be final and binding upon the Contractor.



- 2.28. EPF:** The Contractor shall comply with the provisions of Employees Provident Fund Scheme, 1952; Employees' Pension Scheme, 1995; and Employees Deposit Linked Insurance Scheme, 1976; as modified from time to time through enactment of Employees Provident Fund & Miscellaneous Provisions Act, 1952, wherever applicable and shall also indemnify BHEL from and against any claims under the aforesaid Act and the Rules. The Contractor should allot PF account number and get the nomination form, duly filled in, from each member of workforce deployed by him at the time of joining. Each member of workforce must have his/her Provident Fund KYC completed and his respective UAN must have been allocated. All the Workforce must possess "UAN Card" having an active UAN (Universal Account Number) so that they can avail all the intended benefits of EPF. The contractor shall deposit Employees and Employer Contributions in the designated accounts with the designated authority for each wage month. After termination of contract or on completion of contract, the contractor shall provide due assistance to their workforce for withdrawal of PF/Pension amount, when due. The Contractor shall liaison with the PF officials to get the annual PF slips and distribute amongst their own workforce.
- 2.29. ESI:** The contractor shall strictly comply with the provision of Employees' State Insurance Act-1948 (to the extent as may be applicable, if any). The Contractor should allot ESI account number and get the nomination form, duly filled in, from each member of workforce deployed by him at the time of joining. At the time of joining, the contractor shall get the self / family registration form filled by each member of workforce and submit to the local ESI office. All eligible Workforce must possess "ESIC SMART PEHCHAN CARD" so that they can avail medical & other intended benefits of ESIC. The contractor shall facilitate collection of issued ESI cards by his workforce.
- 2.30.** Online Electronic Cum Challan Receipt (ECR) is available for both EPFO and ESIC independently. Filing & Payment of contribution is also online with no requirement of any paper document. Establishments can also online file a common Electronic Cum Challan Receipt (ECR) for both EPFO and ESIC on Shram Suvidha Portal.
- 2.31.** The contractor should ensure / check that if your new joining employee (if any) was earlier working & issued with any UAN / ESI Card, if so, insert his details (old) in your portal otherwise register your new workforce immediately.
- 2.32.** 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 the intended benefits under EPF and ESIC schemes. This will also help statutory authorities in approaching workforce to deliver services/advice quickly.
- 2.33.** The Contractor shall immediately at the time of employment / deployment of any workforce, inform the individual of his rights / benefits (under EPF / ESI etc. schemes) & duties, in writing as well as through electronic means, in English or Hindi or in the official language of the area of deployment, as may be understood by the individual.
- 2.34.** The Contractor has to mandatorily provide comprehensive day-long training for the awareness of labour laws, benefits under various Social Security Schemes, grievance Redressal mechanism, duties, scope of work, safety & health measures, BHEL's security rules & regulations, any other provisions applicable to his Security Guard / Supervisor deployed by him at BHEL premises under this contract. The Contractor has to submit documentary proof / evidence (along with first bill) to BHEL having conducted such a training to all Security Guards / Supervisors. In case of security personnel engaged from non-ESM background, the Contractor shall render certificate that such security personnel have gone through three days

Security Awareness & Consciousness Training Programme conducted / sponsored by the Agency.

2.35. CHARGES FOR EXTRA SERVICES / OVER TIME: 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 in writing from authorized representative(s) of BHEL. Moreover, when any member of workforce works for more than 48 hours in any week, he/she is entitled for wages on overtime rates i.e. double the ordinary rates of wages. It is provided therein that where a member of workforce is required to work beyond the normal hours of work or on any day of rest, he/she shall be entitled to wages at rate of twice his/her ordinary rate of wages in respect of the overtime work or work done on a day of rest, as the case may be. Computation of extra duty hours shall be done on weekly basis. When payment is made on monthly scale of pay, the daily rate of wages can be obtained only by dividing the amount of wages for 30 days by 26. Further, due to any reason, the duty hours performed by a member of workforce are less than 48 hours for that particular week, per hour charges for extra hour shall be same as rate of wages per hour. The work hours may be increased up to 54 hours a week subject to the condition that overtime work hours do not exceed 150 in one year. As far as payment of Overtime / Extra Services is concerned, due care and control to be exercised by the Contractor and BHEL.

2.36. WEEKLY-OFF: Every Security Guard / Supervisor must be allowed at least one day of **rest/weekly-off** for every six continuous working days.

- Granting of weekly off is to be carried out by the Contractor without compromising the sanctioned strength for deployment.
- The Contractor will maintain proper records of weekly-off granted to the concerned Security Guard / Supervisor.
- As per DGR, Security Guards & Supervisors are allowed a day rest after continuous period of 06 days' work every week.
- In case of Round the clock point, Security agencies have to deploy additional Security Guard / Supervisor at such points & so, is liable for the payment of Relieving Charges.
- In case of Office-Hour points, Security agencies are not liable for the payment of Relieving Charges.

2.37. NATURE OF SERVICES: The Contractor shall perform all the job / services as details mentioned in **Section-III** on day to day basis.

2.38. WORKING TIME Security personnel deployed shall safeguard movable/immovable property of BHEL in his areas of responsibility. The Working hours' /shift timings are as under: -

- (a) I shift 0600 to 1400 hrs
- (b) II Shift 1400 to 2200 hrs
- (c) III Shift 2200 to 0600 hrs
- (d) General Shift / Office Hours 0900 to 1730 hrs

OR as and when revised / notified as per work requirement.

2.39. BHEL shall have the full right to change the Shift timings as per BHEL requirement, anytime, during the contract period, without any implication on contract terms & conditions. In such case, Contractor will depute the Security Personnel as per changed timings.

- 2.40. BHEL reserves the right to ask the Contractor to deploy extra Security Guard / Supervisor for some shifts/hours (Over time) on any particular day due to VIP visits, functions, Industrial disturbances, security threat and other emergent situations etc.
- 2.41. The Contractor shall deploy security personnel in any of the specified shift and automatically provide the suitable replacements. Initially the number of security personnel shall be as per the requirement mentioned in this tender document. However, this number is liable to be increased / decreased by BHEL subject to the requirement, on the same terms & conditions. The Contractor shall meet this change in requirement and deploy the security personnel accordingly without fail.
- 2.42. The security personnel provided by the Contractor for duty may be rotated to various posts from time to time. The weekly offs and leaves shall be granted to them judiciously without compromising the sanctioned strength for deployment.
- 2.43. **UNIFORM:** The Contractor has to ensure that uniform and turnout of the guards shall be smart and proper at all times. Thus, it will be the responsibility of Contractor to provide adequate uniform and protective clothing items to all Security Guard / Supervisor deployed by them. It is also to be noted by the Agency that since BHEL is making payment of uniform allowance to the Agency, BHEL reserves the right to check the same. The Contractor will be solely responsible to procure and issue the prescribed uniform and accessories to the guards/supervisors deployed by him and details of the same have been appended below. The uniform shall not be similar to any color/ pattern prohibited by any existing law in force in the country. The Contractor shall ensure that while on duty, his Security Guard / Supervisor put proper uniforms in distinctive color code and in neat and clean conditions issued to them by the Contractor.

S. No.	Item	S. No.	Item
1	Stitched Uniform	7	Beret cap & Lanyard
2	Black leather shoes	8	Cap Badge
3	Socks Black	9	Whistle (Metal)
4	Black leather belt	10	Lathi Cane
5	Security Shoulder Badge	11	Jersey Woollen
6	Name Plate (Plastic)	12	Rain coat etc.

- 2.44. In addition to the above, the Contractor shall issue re-chargeable torch for each post manned by his guards. Further, as per the instruction of Security Officer, ceremonial dress to be worn by the guards during VIP visit and other ceremonial functions.
- 2.45. The Contractor shall ensure all precautionary measures for safety of personnel engaged.
- 2.46. All the security personnel deputed by Contractor shall act according to law to protect the right of defense of properties belonging to BHEL and shall render all necessary information, oral/ written and also render physical assistance to the police/ Civil/ other authorities in this behalf. However, security personnel shall not disclose any information about BHEL to any third party/ any other person not concerned with the information. This will not apply to the information meant for public.
- 2.47. The Contractor shall indemnify and hold BHEL harmless from and against all claims, damages, losses or expenses arising out of or resulting from the work/ services under the contract or while complying with the provisions of applicable statutes whether direct, indirect or consequential as the case may be.

- 2.48. 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 and the Management of BHEL shall not in any way be responsible, in the event, any personnel approaches the Competent Authority under the Act or the Court. The entire expenses in this behalf shall be borne by the Contractor.
- 2.49. The entire administration and deployment of the Security Workforce will be the responsibility of the Agency. Senior Officers of the Agency shall visit and check their Security Workforce periodically in different shift and monitor their performance.
- 2.50. **Safety, Health and Environment (SHE) MANAGEMENT:**
- 2.50.1. 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.
- 2.50.2. 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.
- 2.50.3. **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 penalty in line with tender T & C.
- 2.50.4. **Safety Training:** The contractor must ensure that its employees have completed appropriate health and safety training when required by statute/regulation and provide documentation of such training when required by BHEL.
- 2.50.5. **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.
- 2.50.6. It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the "**National Policy on Safety, Health and Environment at Workplace**".
- 2.50.7. During the course of the contract, situations of non-compliance with the contractor's safety and health plan or BHEL's safety and health requirements, will be brought to the attention of the Contractor verbally and will immediately be followed-up in writing. Failure to correct the violation or continued violations shall be grounds for termination of the contract.
- 2.51. BHEL shall have no direct responsibility / liability in respect of the Security Guard / Supervisor engaged by the Contractor on Job Contract Basis under this Agreement.



- 2.52. At BHEL, no representatives on behalf of Contractor /Security Agency will be entertained. Proprietors/directors only will be allowed for any query/discussion. The proprietor will present himself in person for all dealings with BHEL. No dealing through representatives on Power of Attorney are permitted.
- 2.53. The Contractor shall maintain all statutory registers under the Law. The Contractor shall produce the same, on demand, to the concerned authority of BHEL or any other authority under Law.
- 2.54. In case, the Contractor fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof BHEL is put to any loss / obligation, monetary or otherwise, BHEL will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Contractor, to the extent of the loss or obligation in monetary terms.
- 2.55. BHEL reserves the right to withdraw / relax any of the terms and condition mentioned, so as to overcome the problem encountered at a later stage.
- 2.56. 10% of the Security Guard / Supervisor deployed for security duty (during all duty hours) should have training in Fire Fighting & First Aid and in possession of driving license for driving the vehicle when the need arises. The Security Guards provided by the Contractor preferably should be below 50 years of age, of medical category "GOOD" and possessing the qualification matric / Defence qualification equivalent to matric. However, the upper age limit of a Security Guard and Supervisor will be 65 Years in consonance with PSARA Act 2005. A guard should be free from evidence of any contagious or infectious disease. He should not be suffering from any disease which is likely to be aggravated by service or is likely to render him unfit for service or endanger the health of the public.
- 2.57. The 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 of the Job / services get deducted to the tune of shortages on account of absenteeism.
- 2.58. At least 90 percent ESM (Ex-Servicemen) and Maximum 10% Trained Security Guards of Non-Ex-serviceman background having experience in industrial security with matriculation as minimum qualification along with fulfilling all other eligibility conditions as prescribed under PSARA Act-2005 and Private Security Agencies Central Model Rules, 2020 would be employed/engaged/deployed by the Security Agency. Security Agency may, while employing a person as a private security guard, give preference to a person who has served as a member in one or more, namely: - (i) Army; (ii) Navy; (iii) Air Force; (iv) any other armed forces of the Union; (v) Police, including armed constabularies of States; and (vi) Home Guards.
- 2.59. The ESM will submit Notarized Rent Agreement for office space in the local area within 30 days of first award of contract. In case of self/spouse/dependent owned premises no such agreement is required. The Security Agency shall have an Office at **NOIDA**, in case of contract being awarded to the Agency. The office must be capable of handling the contract with competent and sufficient number of persons.
- 2.60. **SUBMISSION OF RETURNS:** The Contractor will submit periodical returns as may be specified from time to time by DGR / BHEL / statutory authority and as prescribed under various labour laws and will maintain all necessary records / reports in this regard. The Contractor shall submit Half Yearly / Yearly Returns to Regional Labour Commissioner or appropriate Authority as required under Contract Labour (Regulation & Abolition) Act 1970 and forward a copy to BHEL also. Security Agency is required to furnish six monthly Guards Updation Strength Report to DGR duly countersigned by BHEL.



- 2.61. LICENCE TO BE EXHIBITED-** Security Agency shall exhibit its licenses (i.e. PSARA Licence, Labour License etc.) or copy thereof in a conspicuous place of its business (i.e. BHEL Premise).
- 2.62.** All the workforce of Contractor shall render necessary assistance to the police or to BHEL's authority in the process of any investigation pertaining to the activities of that Contractor.
- 2.63.** The register required to be maintained under the Private Security Agencies (Regulation) Act, 2005 by the Agency shall be maintained electronically in **Form-X**.
- 2.64.** Security agency shall issue and make it obligatory for its security guards to put on:
- a) an arm badge distinguishing the Agency;
 - b) shoulder or chest badge to indicate his position in the Agency;
 - c) whistle attached to the whistle cord and to be kept in the left pocket;
 - d) shoes with eyelet and laces;
 - e) a headgear which may also carry the distinguishing mark of the Agency.
- 2.65.** The clothes wear by the security guard while on active duty shall be such that they do not hamper in his efficient performance. In particular they shall neither be too tight nor too loose as to obstruct movement or bending of limbs. Every security guard shall carry a notebook and a writing instrument with him. Every security guard while on active security duty shall wear and display photo-identity card.
- 2.66.** Guards/Supervisors deployed at BHEL-premises should be trained in the following subjects, namely: -
- a) conduct in Public and correct wearing of uniform;
 - b) physical security, security of the assets, security of the building, personnel security, household security;
 - c) firefighting;
 - d) crowd control;
 - e) examining identity cards, passports and smart cards;
 - f) identification of improvised explosive devices;
 - g) first-Aid;
 - h) crisis response and disasters management;
 - i) rudimentary knowledge of Indian Penal Code, right to private defense, procedure for lodging first information report in the police station,
 - j) use of security equipments and devices (for example; security alarms and screening equipments);
 - k) leadership and management (for supervisors only).
- 2.67.** The workforce will have to report to the BHEL's security office at least 30 minutes in advance of the commencement of the shift for collecting necessary documents/instructions, and to complete all other required formalities.
- 2.68.** In an event of deployed personnel availing leave and if required by BHEL, suitable substitute(s) shall be provided by the Contractor / Supplier as per mutual understanding with Consequent to poor performance of deployed manpower, the Contractor / Supplier shall immediately replace the deployed manpower thereby maintaining service levels and Working shifts (includes day and night shift) if any, and daily working hours shall be mutually agreed upon between BHEL and contractor prior to deployment of workforce.
- 2.69.** The workforce should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the Corporation. The Contractor / Supplier shall be responsible for any act of indiscipline on the part of the workforce deployed.

2.70. PROCEDURE FOR SUBMISSION OF BILLS BY CONTRACTOR: The payment under the job contract shall be made on monthly basis as per the agreed rates inclusive of PF, ESI, Service charges etc., only after the performance of the Contractor is found to be satisfactory by BHEL as per scope of work mentioned in **Section-III** and after complying / ensuring all the statutory / contractual obligations. The Contractor shall raise the bill, in triplicate, along with all the necessary documents and also submit these documents electronically to BHEL on monthly basis. The Contractor shall submit the GST compliant invoice to 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 (Form B), 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 etc.), Attendance Register (Form D) / 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. The EPF-Challan shall be verified/authenticated online through EPFO-Portal with the help of TRRN No. by the respective concerned BHEL Unit/ Department. On receipt of the bills/invoices along with all the supporting documents, BHEL will verify the bill(s) on the basis of actual number of workforce deployed by the Contractor during the month for providing agreed services in line with contractual terms & conditions. The Contractor shall be responsible for providing all statutory benefits to the personnel employed by him including weekly off day(s), National Holidays, PF, ESI, Bonus etc.

SECTION-III

SCOPE OF WORK / SERVICES

3. CHECK-POINTS FOR PROVIDING SECURITY SERVICES:

S. No.	Location	Security Guard		Supervisor		Total (shifts)
		** Round the clock	Addl. Office hours	** Round the clock	Addl. Office hours	
i	BHEL-Complex, Film City, Plot No.25, Sector 16A, NOIDA	14 (42 shifts)	0	1 (3 shifts)	1	46
	Sub-Total	42	0	3	1	46

Note: ** Round the clock duty shall be managed in 3 shifts of 8 hours' duty each.

- 3.1 **Job Requirements / Scope of Services:** The Security Services will be provided by the Agency as detailed above which shall include the following:
- 3.1.1 To perform duty maintaining integrity, orderliness and discipline and extend all courtesy to visitors, customers and BHEL employees.
- 3.1.2 To guard / patrol / check and supervise as per job contract requirement during day and night and ensure that no theft, pilferage, trespass, accident, nuisance, disturbance of peace and orderliness etc. take place in the area of duty.
- 3.1.3 To take all preventive measures for avoiding fire or any sort of accident. As soon as any fire/accident comes to the notice, immediate action shall be taken for firefighting along with informing building owners, fire office and BHEL authorities without any delay.
- 3.1.4 To man entry points, regulate and check the flow of men, materials etc. and ensure that every Entry / Exit is as per valid documents and keep a record of the same as per procedures of the company. Office premise shall be guarded properly in such a manner that no company property is taken away by unauthorized persons.
- 3.1.5 To apprehend immediately any trespasser or person moving unauthorized and under suspicious circumstances, and deal with him / her as per law, in consultation with the BHEL's representative/Chief Security Officer (CSO).
- 3.1.6 To watch habitual offenders and mischief makers and inform the company, if anything unusual is noticed.
- 3.1.7 To provide protection in case of assault / apprehension of assault to any employee/ visitors/ customers of the company in BHEL's premise.
- 3.1.8 To seize goods not found in order or suspected to be stolen, and hand over the same to the company.
- 3.1.9 If any untoward occurrence in the premises is noticed then, same shall be immediately brought to the notice of the company without delay; preferably in writing.
- 3.1.10 To liaison with the Police, Fire service, civil authorities and Red Cross Society as and when required.

- 3.1.11 To inspect the fire equipment, water hydrants, CCTV periodically and also ensure that they are operational. To carry out periodic mock drills.
- 3.1.12 Tools and tackles will comprise of Torches, Batons, Lathi-Sticks, Guns / Rifles if required and permissible.
- 3.1.13 To ensure that all electrical switches are switched off and water taps are turned off as required while closing the office premises.
- 3.1.14 The Agency will maintain proper records / documents as required in connection with duties.
- 3.1.15 Any other duties related to security of premise and firefighting shall be under the scope of the Agency.
- 3.1.16 The Contractor will also install metal detector doors (at least two in one office complex) at all main entrance(s) of office building/BHEL premise and will make arrangements for frisking of visitors & customers. Location of installation of such equipment shall vary as per discretion of BHEL's representative. No extra payment shall be done by BHEL for same.
- 3.1.17 The Contractor shall provide uniformed and trained personnel and use its best endeavors to provide assistance in security, monitoring, surveillance of the land, building & other property, equipments, materials and staff working at BHEL premises.
- 3.1.18 The Contractor shall be responsible for security arrangements as per BHEL's requirement. Security personnel will be deployed for assisting in guarding, patrolling, checking and other security related duties so as to avoid any loss to BHEL and keep the premises free from all nuisances.
- 3.1.19 The Contractor shall provide security personnel on all days after granting weekly off / holidays / leave etc. On Sunday/weekly off or declared holidays or at night shift/III shift, posting of female security guard is not advisable.
- 3.1.20 These personnel should be conversant with vigilance, surface intelligence and security work.
- 3.1.21 They should be able to read and write Hindi and/ or English.
- 3.1.22 The personnel engaged have to be courteous with pleasant mannerism in dealing with the staff/ visitors of BHEL and should project an image of utmost discipline.
- 3.1.23 Each and every vehicle of visitor(s) shall be properly checked before entry of same in the premise and proper entry of such vehicle shall be maintained like name of visitor, name of official whom the visitor is going to visit, details of vehicle etc. In and out time of such vehicles shall be properly maintained.
- 3.1.24 Data base of all residents of Township shall be maintained at the main entrance(s) only like name of resident, phone no, flat no., vehicle no. etc. Whenever a visitor visits, call shall be made to the respective resident and cross verification shall be done about the visitor and

then only visitor shall be allowed to visit the premises after making proper entry as explained in above points.

3.1.25 No unauthorized person shall be allowed to enter in the premise.

3.1.26 The Contractor shall also make arrangements/availability of at-least six walkie-talkies and same shall be available at six major check-points. No extra payment shall be made by BHEL for same.

3.1.27 ADDITIONAL RESPONSIBILITIES

- To Provide Security services for protection of life. Security against theft, pilferage, fire etc. for man and material in the premises.
- Physical guarding of entry/exit points, Responsible for frisking/checking of the visitors during office hours and after, Screening /Directing of visitors. Visitor management in common and during special occasions. Guiding visitors to the concerned officials/occupants, regulating entry. Control the access of persons/vehicles in to and out of the complex and regulating entry of unwanted visitors/sales man and maintenance of visitor register.
- Checking of gate passes, allowing the entry and exit of material and regulating the entry and exit of vehicles accordingly. Records of the inwards and outwards movement of men and material's, vehicles etc. to be maintained with proper checking as per instructions given from time to time by the buyer organization.
- Patrolling and guarding various common areas and surroundings to ensure adequate safety and security. Preventing entry of stray animals like cow, dogs etc. Round the clock patrolling of sites. Ensuring that boom barriers and access control systems are monitored and are in operational condition.
- Assisting the occupants during emergency evacuation of building. Effective involvement during the crisis management like accidents and bomb threats. Involve in frequent drills for preparation for emergencies. Handling of disaster management in case of emergencies and disasters
- Rescue operation of passengers if stranded in lifts, Help occupants in any accidents or medical emergencies. Handling situation in case of fire
- Liaison with appropriate agencies in case of disaster and emergencies and keep excellent liaison and contact with all such agencies
- Lodging of Complaints/FIR in case of any crime or violence and assist the police and other security agencies in their investigation in any related matter.
- Any other responsibility in connection with performance of the roles specified though not specifically covered above shall also be considered as part of the responsibilities of the security man power.



3.1.28 **SUPERVISORY SERVICES:** Due supervision of jobs at the work premises shall be ensured by the Contractor's Security Supervisors daily for closely monitoring services under the contract and Security Supervisors shall be equipped with cell phone facility for effective coordination with BHEL. The major responsibility of the Security Supervisors would be as under:

- The security supervisor will monitor his workforce by patrolling with them.
- The supervisor will also responsible for monitoring the electronic surveillance equipment used on the premises.
- Each day, the supervisor will assign areas for his guards to patrol and presents a list of potential problems his guards should be on the lookout for.
- The supervisor will develop safety plans for the BHEL premise he monitors.
- He will lead periodic safety drills for employees and patrons in the business.
- Evaluate, assess and analyze performance of security personnel.
- Develop and implement preventative measures against accidents, thefts and other risks.
- Ensure compliance of applicable policies and regulations while implementing security measures.

SECTION-IV
COMMERCIAL TERMS & CONDITIONS

4.1. PAYMENT TERMS:

- 4.1.1. Bill (on monthly basis) complete in all respect along with all the requisite documents submitted by the Contractor will be paid within 45 Days for MSEs, 60 days For Medium Enterprises, 90 days for Non MSME of its receipt. Any clarification sought by BHEL, pertains to respective bill, must be clarified by Contractor at the earliest. Otherwise the delay in payment will be attributed to the Contractor. Aforesaid timeline shall be applicable from the day on which the last clarification/queries/document sought by BHEL and settled/submitted by the Contractor.
- 4.1.2. No interest shall be payable for delay in making the payments. The contractor shall not be entitled to any interest with respect to any money which may be due to him from BHEL.
- 4.1.3. While claiming the payment, the contractor must certify on the bill that the payment being claimed is strictly within the terms of the contract and all the obligations on his part for claiming this payment have been fulfilled as required under the contract.
- 4.1.4. While claiming the payment, the contractor must certify on the bill that the employers' contribution (12% for EPF incl. EPS) has been made/paid by the Contractor himself and he has not availed the benefits under PMRPY (Pradhan Mantri Rojgar Protsahan Yojana) Scheme so that there is no double payment to the Contractor concerned on account of EPF & EPS.
- 4.1.5. Payment shall be made only after submission of invoices, attendance sheet, logbook, service feedback, non-submission of the same may lead to delay/ deduction in payment.
- 4.1.6. All the penalties/ fine/ interest (if applicable) shall be settled before making the payments. Service Provider shall not have any objection on the same.

4.2. TAXES & DUTIES:

- 4.2.1 To enable BHEL to avail GST Input tax credit, Contractor shall submit GST compliant Tax invoice containing all the particulars as stipulated under Invoice Rules of GST Law. Payment shall be made to the Contractor only after submission of GST complaint Tax invoice. The Contractor shall raise GST compliant invoice affixing GSTIN of BHEL's unit availing the services.
- 4.2.2 BHEL reserves the right to protect its interest against any loss on account of availability of GST credit, if applicable.
- 4.2.3 GSTIN of BHEL will be provided to the contractor along with the work order.
- 4.2.4 Any new/change in statutory levy as and when made applicable by the Government shall become applicable against documentary evidence.
- 4.2.5 Payment to the contractor will be subjected to TDS as per rules in force from time to time. The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act & GST Act, as amended from time to time and a certificate to this effect shall be provided to the contractor by BHEL.

- 4.2.6 Applicable GST shall also be recoverable from the Contractor in case of LD recovery/penalty on account of breach of terms of contract.
- 4.2.7 Invoice submitted should be in the format as specified under GST Laws viz. all details as mentioned in Invoice Rules like GSTIN registration number, invoice number, quantity, rate, value, taxes with nomenclature – CGST, SGST, IGST mentioned separately, HSN (Harmonized System of Nomenclature) Code / SAC (Services Accounting Code) Code etc.
- 4.2.8 The Contractor has to give an undertaking that GST as mentioned in the invoice has been/will be paid and also file returns as per respective extant rule.
- 4.3. **PENALTY CLAUSES:** The penalties being in the nature of liquidated damages would be liable to be imposed on the Contractor for violation/breach of the clauses/obligations under the contract/applicable conditions of contract and shall be notified by BHEL as per the terms indicated in the contract/conditions of contract. The Contractor shall be given 3 days to respond to the levying of penalties being in the nature of liquidated damages and submit representations, if any. The representations shall be suitably considered by BHEL and decision taken shall be final and binding.
- The said penalties imposed, being in the nature of liquidated damages shall be deductible from payments due to the Contractor and/or from the Security Deposit. In the event the payments due to the Contractor and the security deposit available with BHEL falls short of the total penalty being in the nature of liquidated damages recoverable from the Contractor, the Contractor shall, on first written demand by BHEL pay to BHEL without demur or dispute the said sum as per BHEL's demand notwithstanding the pendency of any investigation/ inquiry/ legal proceedings whatsoever before any Court/Tribunal/Authority etc. The nature of loss including but not limited to quantum, impact etc., as determined by BHEL shall be final and binding on the Contractor.
- 4.3.1. Failure to provide services owing to unavailability of requisite number of Security Guard / Supervisor, unwarranted behaviour / indiscipline of the Security Guard / Supervisor or any other reason(s) shall attract adverse remarks, which may be included in the Performance Certificate and / or attract any legal /administrative action on Contractor or on Contractor's workforce or both, as deemed fit.
- 4.3.2. **INCIDENTS RESULTING IN TERMINATION OF CONTRACT:** Following incidents will be considered as reason for both; major penalties and may also attract termination of contract as the case may be.

S. No.	Incident
a.	In the event of external factors (like natural disasters) which are beyond the control of the Contractor or BHEL.
b.	BHEL reserves the right to terminate by prior written notice, the whole or part of the contract. The notice of termination shall specify that termination be for BHEL's convenience, the extent to which performance of work under the contract is terminated and the date on which such termination becomes effective.
c.	Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the accepting officer shall have the option of terminating the contract without compensation to the contractor's authorized survivors.
d.	In the event of cancellation of any of the licenses or statutory permissions required for carrying out the services.
e.	In case of any misrepresentation while claiming the payment.

g.	In case of non-compliance of any statutory obligations (as stated in this tender document) by the Contractor during the execution of Contract, may results into termination of Contract. In addition to the above, the Contractor shall also be liable for the penalties provided under the respective statute.
h.	In case of repeated violation of any of the terms of the agreement despite giving warnings on different occasions.
i.	If the Contractor fails to deliver any or all of the services within the time period(s) specified in the Contract, or any extension thereof granted by BHEL;
j.	If Contractor fails to perform any other obligation under the Contract;

4.3.3. In the event of the termination of the Contract for any reason whatsoever, BHEL's liability shall only extend to making payment to the Contractor of the Contract Price accruing (prorated, if necessary) up to the date of termination for actual services rendered by the Contractor after making all deductions that BHEL is entitled to make pursuant to provisions of this Contract. BHEL shall not have any liability to pay to the Contractor any compensation or reimburse any costs incurred by the Contractor and the Contractor hereby waives any claim for compensation for losses/damages and/or reimbursement of costs.

4.3.4. The grounds mentioned in S. No. 4.3.2 hereinabove are not exhaustive but merely illustrative. BHEL reserves its rights to terminate the Contract at any time in the event the Contractor has contravened any provision of the Contract or any other legal requirement or due to repeated/habitual non-adherence to the qualitative, quantitative and time requirements stipulated in the Contract after giving a notice of 30 days. If the Contractor shall not have remedied the deficiencies noticed in the written notice issued by BHEL within the period of 30 days as aforesaid, the Contract may be terminated by BHEL by giving a written communication to the Contractor.

4.3.5. The Contractor understands and agrees that performing the services strictly as per the qualitative, quantitative and time requirements as stipulated in the Contract is of essence of the Contract and that any non-adherence to the said qualitative, quantitative and time requirements as stipulated in the Contract for performing the services under the Contract shall cause incalculable losses to BHEL. The Contractor understands and agrees that without prejudice to BHEL's rights to terminate the Contract, BHEL may, in addition to or in lieu of such termination levy one or more of the following penalties as applicable if the Contractor omits or neglects to adhere to the following qualitative, quantitative and time requirements:

S. No.	Contract Agreement Defaults/non-compliances/breach	Penalties being in the nature of liquidated damages for non-compliance/breach of contract.
a.	Non-satisfactory performance of services provided by Contractor	0.1% of bill amount shall be deducted as penalty being in the nature of liquidated damages from monthly bill for each such occurrence .
b.	Non availability of Security Guard / Supervisor at any round-the-clock point	Failing to provide full contingent of Security personnel in each shift, each day, Contractor will invite a penalty being in the nature of liquidated damages of Rs.100/- per non-available Security Guard/Supervisor per shift per day.

c.	<p><u>Misconduct / Misbehaviour by the workmen of Contractor:</u></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 penalty being in the nature of liquidated damages from monthly bill amount for each such occurrence.</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; penalty being in the nature of liquidated damages as aforesaid shall not be levied but such loss caused due to such misconduct/misbehaviour/offences will be liable to be made good by the Contractor on actuals.</p> <p>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.</p> <p>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>
d.	<p><u>Damage caused to BHEL/ property of BHEL</u> or of any of the employees etc. present at premises by wilful misconduct or gross negligence on the part of the workmen of the Contractor.</p>	<p>Penalty being in the nature of liquidated damages 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 on the Contractor.</p>
e.	<p><u>Non-compliance to Uniform:</u></p> <p>While on duty in the work premises, if the Workman is not wearing the stipulated uniform or is wearing unclean/untidy uniform and/or not carrying on his person the Identification card with lanyards.</p>	<p>The Contractor will be liable for penalty being in the nature of liquidated damages of Rs.100/per day/per workman for non-wearing of uniform/ wearing unclean/untidy uniform and Rs.50/per day/ per workman for not carrying valid identity card with lanyards. If BHEL so requires, the Contractor shall forthwith withdraw such workmen and immediately provide suitable replacement in place of such withdrawn workmen at no extra cost.</p>
f.	<p><u>Non-compliance with Safety and Health Requirements:</u></p>	<p>(j) 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. (ii) Violation of applicable safety, health & environment related norms, a penalty of Rs.5000.00 per occasion shall be imposed. (iii) Violation as above resulting in any physical injury, a penalty of 0.5% of the contract value shall be imposed (maximum of Rs.20,000/- per injury in addition to Rs.5000/- as mentioned above.</p>

4.3.6. "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 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 limbs: ₹ 10,00,000/- (Rupees Ten Lakhs)*
 - (ii) *In the event of other permanent disability: ₹ 7,00,000/- (Rupees Seven Lakhs)*
- 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."

4.3.7. **Delay in disbursement of monthly wages:** Contractor shall pay monthly wages to the concerned workman timely, without fail {i.e. wages of every person employed by contractor shall be paid through bank transfer directly to the account of the concerned workman before the expiry of 7th day after the last day of the wage period in respect of which the wages are payable}. Similarly, the contractor shall deposit the contribution towards the EPF, Employees' pension scheme, employees state insurance etc. for its workman within the stipulated timeline provided in the respective statutes. No excuses (whatsoever reason may be) on this account i.e. "delay disbursement of monthly wages or payment of contribution towards EPF, EPS, ESI" will be entertained by BHEL during the entire contract period. If it comes to the knowledge of BHEL that contractor is paying wages/salary/ depositing contribution towards EPF, EPS and ESI to its workman with delay, BHEL reserves right to impose fine for an amount equivalent to the 1% of the delayed portion for each day delay in payment of wages/salary but not exceeding 10% of the monthly bill amount. If there are repeated instances of delay in the payment of wages/salary/in contributing EPF, EPS and ESI to workman by the contractor BHEL may terminate the contract. BHEL's decision in this regard shall be final and binding."

Further, apart from the foregoing, the Contractor will indemnify and keep BHEL indemnified against any losses, damages, claims etc. caused to BHEL for any default on the part of the Contractor in complying with the provisions of Labour Laws as required to be complied with from time to time.

4.4. All amounts including the losses / damages / penalties / compensations etc., resulting from non-compliance with the terms of Contract, payable by the Contractor to BHEL under the Terms of the Contract will be recovered from the outstanding payments to Contractor either under this Contract or any other Contracts or from Security Deposit or from both. In case this amount is insufficient for such recoveries, the Contractor shall make good the balance amount by actual payment. In addition, BHEL will recover the said amounts through its sister concerns, from the payments due to the Contractor in any of the Units of BHEL located in any part of India.

ANNEXURE -A					
Consolidated Wages & Other Allowances & Statutory Payments / Contributions					
DGR Wage Structure w.e.f. 01-04-2024					
Sl. No.	Components	Security Guard (Without Arms) (Round the clock)	Security Supervisor (Round the clock)	Security Guard (Without Arms) (During Office Hours)	Security Supervisor (During Office Hours)
1(a)	Basic Wages plus VDA for one day (8 Hours)	948.00	1,260.84	948.00	1,260.84
1(b)	Basic Wages plus VDA for one month (26 days)	24,648	32,782	24,648	32,782
2	HRA @ 24% of Basic plus VDA {i.e. S. No. 1(b)} OR ₹5400 whichever is higher	5,916	7,868	5,916	7,868
3(a)	Uniform outfit Allowance@5% of Basic plus VDA {i.e. S. No. 1(b)}	1,232	1,639	1,232	1,639
3(b)	Uniform washing allowance @3% of Basic plus VDA {i.e. S. No. 1(b)}	739	983	739	983
4	PF CONTRIBUTION: Employee's Contribution @12.0 % and Employer's Contribution @13.0 %				
4(a)	EPS (A/c No.10): Employer's Contribution @8.33% of ₹15000/- {EPS contribution is payable on maximum wage ceiling of ₹15000/-}	1,250	1,250	1,250	1,250
4(b)	EPF (A/c No.01): The difference of Employee's share {i.e. 12% of ₹15000/-} & Pension Contribution {i.e. S. No. 4(a)}. {EPF contribution is payable on maximum wage ceiling of ₹15000/-}	550	550	550	550
4(c)	EDLI (A/c No.21): Employer's Contribution@0.50% of ₹15000/-	75	75	75	75
4(d)	EPF Admn. Charges (A/c No.02): Employer's Contribution@0.5% of ₹15000/-	75	75	75	75
5	ESI CONTRIBUTION: Employee's Contribution @0.75 % & Employer's Contribution @3.25 % of gross wages				
5(a)	ESI: ESI / Medical Allowance and Workmen Compensation in the areas / personnel not covered under ESI @3.25% on Basic plus VDA including HRA {i.e. S. No. 1(b)+S. No. 2} {(Enhanced wage ceiling for coverage of employees under the ESI Act is ₹21,000/- which will be calculated on {S. No. 1(b)+S. No. 2})	0	0	0	0
6	Bonus Contribution: @8.33% of ₹7000/- or the minimum wage {i.e. S. No.1 (b)} for the scheduled employment, as fixed by the appropriate Government, whichever is higher. (Enhanced wage ceiling for coverage of employees under the Payment of Bonus Amendment Act-2015 is ₹ 21,000/-which will be calculated on S. No. 1b)	0	0	0	0
7	Sub Total of S. No. 1 to 6	34,485	45,222	34,485	45,222
8	Relieving Charges 1/6th of S. No. 7	5,748	7,537	0	0
9	Sub Total of S. No. (7+8): Cost Per Watch Per Month	40,233	52,759	34,485	45,222
Notes: Wherever the state minimum wages are higher than the wages notified herein, the higher wages shall stand protected and would be payable. Wages are subject to amendments as and when promulgated from time to time by DGR. Security guards are allowed a day rest after continuous period of 06 days' work every week. In case of Round the clock point, Security agencies have to deploy additional workforce at such points & so, is liable for the payment of Relieving Charges. In case of office hour points, Security agencies are not liable for the payment of Relieving Charges. All mandatory deductions in respect of reliever to be deposited with the Concerned Govt. Departments. Moreover, when any Security Guard / Supervisor works for more than 48 hours in any week, he/she is entitled for wages on overtime rates i.e. double the ordinary rates of wages. It is provided therein that where a Security Guard / Supervisor is required to work beyond the normal hours of work or on any day of rest, he/she shall be entitled to wages at rate of twice his/her ordinary rate of wages in respect of the overtime work or work done on a day of rest, as the case may be.					

PRICE BID

S. No.	Description	Service Charge Excl. GST (in figure)	Service Charge Excl. GST (in words)
1.	Agency's Service Charge (in %) for providing security & allied services as per the requirement indicated at SECTION-III and rates indicated at Annexure-A		

GST as per applicable rates shall be payable extra as per prevailing rules.

Signature
With name, Designation & seal of the firm

Note: Bidder is requested to note that they should necessarily submit their financial bid (price bid) in the format provided and no other format is acceptable and liable to be rejected.



