

TENDER SPECIFICATION

BHEL: PSSR: SCT: 2004

FOR

**Manpower Outsourcing Services -
Minimum wage : Unskilled & Skilled
for BHEL PSSR, Chennai office.**

TECHNOCOMMERCIAL BID - Consists of

- Scope of Work including Job Description
- Bid Specific Additional Terms and Conditions (ATC)
 - Pre-Qualifying Requirement etc.
- Bid Specific Service Level Agreement (SLA)
- Wage Structure



BHARAT HEAVY ELECTRICALS LIMITED

(A Government of India Undertaking)

Power Sector – Southern Region

**Tek Towers, No.11, Old Mahabalipuram Road,
Okkiyam Thoraipakkam, Chennai - 600097.**

JOB DESCRIPTION

BHEL will provide necessary items/materials free of cost for carrying out the works in scope of Contract. BHEL will not provide Food, Residential accommodation or transport for the contractor's Employees. These shall be arranged by the Contractor at his cost.

Category A: Unskilled (Number of Resources to be hired – 19)

The services to be rendered shall include all work assignments relating to effective and prompt housekeeping, cleanliness, janitorial / sanitary services and maintenance daily, weekly, monthly and occasional basis as detailed.

- a) Dusting and cleaning of all office furniture items, furnishings, fittings and fixtures, lights, fans, electronic equipment, window panes, wall panels, waste paper baskets and cabins in the office premises.
- b) Distribution of dak and official documents inside and outside the building from time to time as per need. For distribution of dak and official documents outside the building, the mode of conveyance will be on BHEL's part.
- c) Filling of water jugs/bottles with drinking water every day in the morning for designated group of employees and also as and when required in the day time, including proper cleaning of water jugs / bottles.
- d) Preparing/Serving tea/coffee/juices/snacks to designated group of employees from time to time as per requirement and proper cleaning of crockery.
- e) Photocopying of papers / documents, filing of papers / documents in the file as desired.
- f) Sweeping the floors once a day in the morning before start of the office hours.
- g) Collection of garbage and other wastes and dispose of the same as per instructions.
- h) Mopping the floors once a day in the morning before start of the office hours.
- i) Additional cleaning/ mopping the office as and when required.
- j) Any items/materials for carrying out the above works will be provided by BHEL, free of cost.
- k) Any other job related to purely attending / messenger service, Housekeeping, regular upkeep and maintenance work of Office Premises.

Category B: Skilled (Number of Resources to be hired – 10)

- 1) Driver (Number of Resources to be hired – 1):
 - a. Must have a valid commercial driving license with proper badge.
 - b. Must be conversant with Chennai routes.
 - c. Driver has to keep car neat & clean to the satisfaction of BHEL.
 - d. Driver has to ensure Engine oil & Brake oil check, Battery water check etc.
 - e. Shall be gentle, polite, courteous, and should be in uniform while on duty;
 - f. Shall be physically fit and punctual at work.

- g. Shall be literate. Driver should be able to communicate (write & speak) English / Tamil.
- h. Should possess experience of at least 3 years of driving (or) more as decided and informed by BHEL.
- i. Should also possess some basic knowledge of motor mechanism, of similar vehicles.
- j. The driver, in addition to safe driving of the car, is expected to receive/alight the occupants in a very respectful manner and would obey the instructions of the occupants.

2) Computer Operator / Office Assistant (Number of Resources to be hired - 8):

- a. Adequate knowledge of working in Computers
- b. Certification / Experience in Specialized Software Packages, as required by BHEL
- c. Performing time to time job related to Office Administration, assigned by the designated BHEL Officer

3) Pharmacist (Number of Resources to be hired - 1):

- a. Must have valid qualification (D-Pharm or B-Pharm)
- b. Working knowledge of operating Computers
- c. Coordinating with BHEL Doctors / PTMOs / Designated Users for issue of necessary medicines
- d. Verification of Pharmacy bills as instructed by designed BHEL Officer / BHEL Doctors
- e. Assisting BHEL Doctors in day to day works related to OP Consultations
- f. Any other works related to administration of BHEL Pharmacy / BHEL Empanelled Pharmacy

BID SPECIFIC ATC

1. PRE-QUALIFICATION REQUIREMENT (PQR)

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Sl. No.	PRE QUALIFICATION CRITERIA	Applicability
A	Submission of Integrity Pact duly signed (if applicable)	Not Applicable
B	<u>Technical</u> The Bidder must have successfully executed / completed the following as on the latest due date of bid submission. i. At least one single order of Value <u>Rs.168 Lakhs</u> . (Including taxes) or ii. 2 orders each of Value <u>Rs.105 Lakhs</u> . (Including taxes) or iii. 3 orders each of Value <u>Rs.84 Lakhs</u> . (Including taxes) The above order should be similar service(s) in last Seven years to any Central / State Govt Organization / PSU / Public Listed Company / Private Limited Company. Copies of contracts / work orders and documentary evidence of successful execution / completion in support of Past Experience of Similar Services along with Experience / Performance Certificates and names, address & contact details of clients shall be uploaded with the bid for verification by the Buyer. The agency with unsatisfactory previous record with BHEL or any other organization shall not be considered. The Bidder should have his firm / himself registered with unique PAN and GST Registration Numbers. The Bidder should have his firm / himself registered for extending EPF and ESIC facilities.	Applicable
C C-1	<u>FINANCIAL</u> Turnover Bidders must have achieved an average annual financial turnover (Audited) of <u>Rs.53.39 Lakhs</u> or more over last three Financial Years (FY) i.e., 2018-2019, 2019-2020, 2020-21 (or) 2017-18, 2018-2019, 2019-2020	Applicable

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C-2	Net worth (only in case of Companies) Net worth of the Bidder based on the latest Audited Accounts as furnished for 'C-1' above should be positive	Applicable
C-3	Profit Bidder must have earned profit in any one-of the three Financial Years-as applicable in the last three Financial Years as furnished for 'C-1' above.	Applicable
C-4	Bidder must not be under Insolvency Resolution Process or Liquidation or Bankruptcy Code Proceedings (IBC) as on date, by NCLT or any adjudicating authority/authorities, which will render him ineligible for participation in this tender, and shall submit undertaking to this effect. (Format Enclosed)	Applicable
D	Price Bid Opening Note: Price Bids of only those bidders shall be opened who stand qualified after compliance of criteria A to C	
	<p><u>Explanatory Notes for the PQR (unless otherwise specified in the PQR):</u></p> <ol style="list-style-type: none"> 1. Bidder to submit Audited Balance Sheet and Profit and Loss Account for the respective years as indicated against C-1 above along with all annexures 2. In case audited Financial statements have not been submitted for all the three years as indicated against C-1 above, then the applicable audited statements submitted by the bidders against the requisite three years, will be averaged for three years i.e. total divided by three. 3. If Financial Statements are not required to be audited statutorily, then instead of audited financial statements, financial statements are required to be certified by Chartered Accountant. 4. C-2:-NETWORTH : Shall be calculated based on the latest Audited Accounts as furnished for C-1 above. Net worth = Paid up share capital + Reserves. (Net worth is required to be evaluated in case of companies) 5. C-3:- PROFIT : Shall be NET profit (PBT) earned during any one of the three financial years as in C-1 above 6. For Evaluation of PQR, the credential of the Bidder alone, and not that of the Group/Parent Company shall be considered. 7. Completion date for achievement of the technical criteria should be in the last 7 years ending on the 'latest date of Bid Submission' of tender irrespective of date of the start of work. Completion date shall be reckoned from the "FY quarter of bid submission". (for e.g. - Work completed on 01.01.2014 shall be considered even if the latest date of bid submission is 20.03.2021). 	

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	<p>8. 'EXECUTED' means the bidder should have achieved the criteria specified in the Technical criteria of PQR (as in 'B' above) even if the Contract has not been completed or closed.</p> <p>9. The evaluation currency for this tender shall be INR.</p> <p>10. Wherever the credential submitted for satisfying the Technical PQR is from direct order of BHEL, bidders to ensure that relevant certificate issued by respective contracting department of BHEL is provided as part of the offer. Certificates can be obtained from BHEL by submitting request through online portal i.e. https://siddhi.bhel.in.</p> <p>11. BIDDER SHALL SUBMIT ABOVE PRE-QUALIFICATION CRITERIA FORMAT, DULY FILLED-IN, SPECIFYING RESPECTIVE ANNEXURE NUMBER AGAINST EACH CRITERIA AND FURNISH RELEVANT DOCUMENT INCLUSIVE OF WORK ORDER AND WORK COMPLETION CERTIFICATE ETC IN THE RESPECTIVE ANNEXURES IN THEIR OFFER.</p> <p>12. Credentials submitted by the bidder against "PRE QUALIFYING CRITERIAS" shall be verified for its authenticity. In case, any credential (s) is/are found unauthentic, offer of the bidder is liable to the rejection. BHEL reserves the right to initiate any further action as per extant guidelines for Suspension of Business Dealings.</p> <p>13. Value of work is to be updated with indices for "All India Avg. Consumer Price index for industrial workers" and "Monthly Whole Sale Price Index for All Commodities" with base month as per last month of work execution and indexed up to three (3) months prior to the month of latest due date of bid submission, as per following formula-</p> $P = R + \left\{ 0.425 \times R \times \frac{(X_N - X_0)}{X_0} \right\} + \left\{ 0.425 \times R \times \frac{(Y_N - Y_0)}{Y_0} \right\}$ <p>Where</p> <p>P = Updated value of work</p> <p>R = Value of executed work</p> <p>X_N = All India Avg. Consumer Price index for industrial workers for the month, three months prior to the month of latest due date of bid submission (e.g. If latest bid submission date is 03-Apr-21, then bid submission month shall be reckoned as April'21 and index for Jan'21 shall be considered).</p> <p>X₀ = All India Avg. Consumer Price index for industrial workers for last month of work execution</p> <p>Y_N = Monthly Whole Sale Price Index for All Commodities for the month, three months prior to the month of latest due date of bid submission (e.g. If latest bid submission date is 03-Apr-21, then bid submission</p>	

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	<p>month shall be reckoned as April'21 and index for Jan'21 shall be considered).</p> <p>$Y_0 =$ Monthly Whole Sale Price Index for All Commodities for last month of work execution</p>	

2. PAYMENT TERMS:

- 2.1.1. Bill (on monthly basis) complete in all respect along with all the requisite documents submitted by the Contractor will be paid within 30 days 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.
- 2.1.2. The Contractor will have to intimate the bank account number, and other details of the bank to enable BHEL to credit the payments into the account.
- 2.1.3. 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.
- 2.1.4. 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.
- 2.1.5. While claiming the payment, the contractor must certify on the bill that the employers' contribution towards 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.

3. TAXES & DUTIES:

- 3.1.1. 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 compliant Tax invoice. The Contractor shall raise GST compliant invoice affixing GSTIN of BHEL. Contractor's price/rates shall be inclusive of GST (herein after termed as GST). Contractor shall submit to BHEL the GST compliant tax invoice/debit note/revised tax invoice on the basis of which BHEL will claim the input tax credit in its return. Since this is a service contract the GST rate shall be @ 18%, as applicable presently.
- 3.1.2. BHEL reserves the right to protect its interest against any loss on account of availability of GST credit.

- 3.1.3. GSTIN of BHEL will be provided to the Contractor along with the work order.
- 3.1.4. BHEL shall not be liable towards Income Tax of whatever nature including variations thereof arising out of this contract as well as tax liability of the bidder and their personnel. Deduction of tax at source at the prevailing rates shall be effected by BHEL before release of payment as a statutory obligation, unless exemption certificate is produced by the bidder. TDS certificate will be issued by BHEL as per the provisions of Income Tax Act.
- 3.1.5. Applicable GST shall also be recoverable from the Contractor in case of LD recovery/penalty on account of breach of terms of contract.
- 3.1.6. 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.
- 3.1.8 GST charged in the tax invoice/debit note/revised tax invoice by the contractor shall be released separately to the contractor only after contractor files the outward supply details in GSTR-1 on GSTN portal and input tax credit of such invoice is matched with corresponding details of outward supply of the contractor and has paid the GST at the time of filing the monthly return.
- 3.1.9 In case BHEL has to incur any liability (like interest / penalty etc.) due to denial/reversal / delay of input tax credit in respect of the invoice submitted by the contractor, for the reasons attributable to the contractor, the same shall be recovered from the contractor. Further, In case BHEL is deprived of the Input tax credit due to any reason attributable to contractor, the same shall not be paid or Recovered if already paid to the contractor. Tax invoice/debit Note/revised tax invoice shall contain all such particulars as prescribed in GST law and comply to the timelines for issue of the same. Invoices shall be submitted on time to BHEL.
- 3.1.10 Statutory variations are applicable under the GST Acts, against production of proof. The changes implemented by the Central / State Government during the tenure of the contract viz. increase / decrease in the rate of taxes, applicability, etc. and its impact on upward revision / downward revision are to be suitably paid/ adjusted from the date of respective variation. The bidder shall give the benefit of downward revision in favour of BHEL. No other variations shall be allowed during the tenure of the contract.
- 3.1.11 In case Government imposes any new levy / tax after submission of bid during the tenure of the contract, BHEL shall reimburse the same at actual on submission of documentary proof of payment subject to the satisfaction of BHEL that such new levy / tax is applicable to this contract.

4. **PENALTIES AND FINE:** Additional Penalties and fine are detailed below-

S. No.	Description	Penalty/ Fine
a	Non-compliance to Uniform: While on duty in the work premises, if the Workman is not wearing the stipulated uniform or is wearing unclean/untidy uniform	The Contractor will be liable for fines of ₹100/per day/per workman for non-wearing of uniform/wearing unclean/untidy uniform. 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.

4.1 **“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.”

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

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

- 4.4 **DELAY IN DISBURSEMENT OF MONTHLY WAGES:** Service provider agrees and undertakes that it shall disburse monthly wages to the concerned workman in a timely manner without fail (as mentioned in SLA). Similarly, the Service provider shall credit the contribution towards the Employees Provident Fund, Employees' Pension Scheme, Employees State Insurance etc. for its workmen within the stipulated timeline provided in the respective statutes. No excuses (whatsoever reason may be) on this account i.e. "delaying disbursement of monthly wages" will be entertained by BHEL during the entire contract period. If BHEL becomes aware of any delays in making wage/salary payments by Service provider to its workmen, BHEL may also consider to terminate the Contract apart from which BHEL reserves the right to impose fines (Taxes extra) for an amount equivalent to the 0.5% of the delayed payment for each day delay in payment of wages/salary but not exceeding 10% of the delayed amount. BHEL decision in this regard shall be final & binding in this regard.

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

- 4.5 All amounts including the losses / damages / penalties / compensations etc., resulting from non-compliance with the terms of Contract, payable by the Service provider to BHEL under the Terms of the Contract will be recovered from the outstanding payments to Service provider either under this Contract or any other Contract with BHEL or from Security Deposit or from both. In case this amount is insufficient for such recoveries, the Service provider 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 Service provider in any of the Units of BHEL located in any part of India.

5. Bidders under "WATCH LIST" category on GeM on day of submission of Part-I committee recommendations are proposed to be excluded from Selection Process i.e. techno-commercially disqualification as there is possibility that watch listed bidder may get converted into "suspended" category on later stage/during tender finalisation process and then, BHEL may have to start the entire process of re-tendering.

UNDERTAKING

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir/Madam,

**Sub: DECLARATION REGARDING INSOLVENCY/ LIQUIDATION/ BANKRUPTCY
PROCEEDINGS**

Ref: NIT/Tender Specification No:

I/We,

_____ declare that, I/We am/are not under
_____ insolvency resolution process or liquidation or Bankruptcy Code Proceedings
(IBC) as on date, by NCLT or any adjudicating authority/authorities, which will
render us ineligible for participation in this tender.

**Sign. of the AUTHORISED SIGNATORY
(With Name, Designation and Company seal)**

Place:

Date:

BID SECURITY DECLARATION

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub : BID SECURITY DECLARATION

Ref : 1) NIT/Tender Specification No: BHEL: PSSR: SCT: 1995

2) All other pertinent issues till date

We hereby accept that if we withdraw our offer /modify /change / alter / impair /derogate the offer on our own after Opening of Tender or within the subsistence of the validity period of offer or fail to accept the Letter of Intent/Award issued by BHEL or if we are awarded the contract and we fail to sign the contract, or to submit the Bid bond and/or Security Deposit before the deadline defined in the Tender Document or if we furnish forged/bogus certificates, we will be suspended from being eligible to submit Bids for Contracts with BHEL-PSSR/ BHEL, for a period as per extant BHEL guidelines.

We also agree that unilateral revision or withdrawal of offer by us as mentioned above shall also result in rejection of bid/our offer without Notice.

COMPANY SEAL

SIGNATURE

NAME

DESIGNATION

COMPANY NAME

DATE

BID SPECIFIC SLA

1.1. SECURITY DEPOSIT:

1.1.1. **COLLECTION OF SECURITY DEPOSIT:** The total amount of Security Deposit will be 5% of the contract value. 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. 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.

1.1.2 The Security Deposit of 5% of the contract value may be furnished in any one of the following forms:

Local Cheques of Scheduled Banks (subject to realization) / Pay Order / Demand Draft / Electronic Fund Transfer in favour of BHEL. Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.

1.1.3 The security deposit shall not carry any interest.

1.1.4. The validity of Security Deposit shall be initially up to the validity of contract + 3 months, and the same shall be kept valid by proper renewal till the acceptance of Final Bills of the Contractor, by BHEL.

1.1.5. BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the Contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off the Security Deposit against any claims of other contracts of successful bidder with BHEL.

1.1.6. **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, after deducting all expenses / other amounts due to BHEL under the contract.

1.1.7. **Bidder agrees to submit Security Deposit required for execution of the contract within the time period mentioned. In case delay in submission of Security Deposit, enhanced Security Deposit which would include interest (SBI rate +6%) for the delayed period, shall be submitted by the bidder. Further, if Security Deposit is not submitted till such time first bill become due, the amount of Security Deposit shall be recovered as per terms defined in NIT, from the bills along with due interest.**

1.2. APPLICABLE CONTRACTUAL VARIATIONS:

1.2.1. 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 (subsequent to floating of this tender), as & when notified by Tamil Nadu State Govt. 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) Since this is a service contract the GST rate of 18%, as applicable presently, will be payable by BHEL to the Contractor during the execution of the contract along with monthly bill(s), against the documentary evidence.
- iv) In case, **CODE ON WAGES-2019** is enforced during the currency of contract then wages payable to workforce and monthly bill(s) of the contractor will get amended.

1.2.2. BHEL reserves the right to increase or decrease the quantum of work / services up to 30% (\pm 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 **CHENNAI** at the same rates, terms & conditions.

1.3. REJECTION OF BIDS

- 1.3.1. If a bidder quotes 'NIL/ZERO' service charge, the bid shall be treated as unresponsive/Null & Void and will not be considered for evaluation (in terms of provisions of Ministry of Finance, Dept. of Expenditure No. 29(1)/2014-PPD dated 29.01.2014).
 - 1.3.2. BHEL reserves the right to accept or reject any of the bid / all bids with or without deviation 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.
 - 1.3.3. BHEL also reserves the right to cancel the tender at any stage due to any administrative / internal reasons; whatsoever and in such case bidder(s)/successful bidder shall have no claim arising out of such action by BHEL.
 - 1.3.4. Unsolicited bids, bids which are incomplete or not in the form specified or defective or have been materially altered or not in accordance with the tender conditions, specifications etc., are liable to be rejected.
 - 1.3.5. 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 a 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.
 - 1.3.6. 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.
 - 1.3.7. Canvassing in any form in connection with the bids submitted by the Bidder shall make his offer liable to rejection.
 - 1.3.8. 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.
- 1.4.** "The offers of the bidders who are under suspension and also the offers of the bidders, 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 all Bidder(s) 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".

1.5. The Bidder(s) 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.

1.6. **INTEGRITY PACT (IP):** Not Applicable

1.7. **RISK & COST:** This clause, in line with other Conditions of Contract will be invoked in any of the following cases. In such an event, it shall be obligatory on the part of Contractor to make good any loss suffered by BHEL. In such cases, BHEL shall withhold bills, Security Deposit, etc. of the Contractor, which are pending either at BHEL-PSSR or any other Unit of BHEL. Wherever Risk purchase clause (amounting to more than 5% of contract value) is invoked, action shall be initiated as per relevant clause of "Guidelines for suspension of business dealings with Suppliers / Contractors" which is uploaded on BHEL website www.bhel.com. To know the implications of suspension, the bidder may see aforesaid guidelines.

1.7.1. Contractor's/ 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.

- 1.7.2. Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.
- 1.7.3. 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.
- 1.7.4. Termination of Contract on account of any other reason (s) attributable to Contractor/ Supplier.
- 1.7.5. Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
- 1.7.6. Non-compliance to any contractual condition or any other default attributable to Contractor/ Supplier.
- 1.8. The bid submitted by a techno commercially qualified bidder(s) shall become the property of BHEL who shall be under no obligation to return the same to the bidder. However unopened price bids and late bids shall be returned to the bidders.
- 1.9. Any discount/ revised offer submitted by a bidder on its own shall be accepted provided it is received on or before the due date and time of offer submission (i.e. Part-I bid). The discount shall be applied on pro-rata basis to all items unless specified otherwise by the bidder. Unsolicited discounts/ revised offers given after Part-I bid opening shall not be accepted.
- 1.10. In case there is no change in the technical scope and/ or specifications and/ or commercial terms & conditions, the bidder/s shall not be allowed to change his/ their price bids after the due date, within the validity period.
- 1.11. In case of changes in scope and/ or technical specifications and/ or commercial terms & conditions, having price implications, techno-commercially acceptable bidders shall be asked by BHEL (after freezing the scope, technical specifications and commercial terms & conditions) to submit the impact of such changes on their price bid. A suitable cut-off date and time should be given to all the techno-commercially acceptable bidders to submit the impact on their price bids.
- 1.12. In the event of any bidder, after finalizing the technical specification & scope of work, opting to revise and submit their latest price bid instead of submitting impact on their price bid asked by BHEL, then their original price (i.e. the previous bid) shall also be opened to know the price impact.
- 1.13. BHEL shall not be responsible for any expense incurred by bidders in connection with the preparation & delivery of their bids, site visit, participating in the discussion and other expenses incurred during the bidding process.
- 1.14. 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.
- 1.15. 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.
- 1.16. The Contractor will be responsible for the quality of the job and will immediately rectify the deficiency pointed out in the job performed.
- 1.17. **INCIDENTS RESULTING IN TERMINATION OF CONTRACT:** Following incidents will be considered as reason for both; imposition of penalties being in the nature of liquidated damages

for breach of contract and may also attract termination of contract prior to its conclusion and the completion of the services assignment 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.	In the event of Failure/inability of one party or the other.
d.	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.
e.	In the event of cancellation of any of the licenses or statutory permissions required for carrying out the services.
f.	In case, the personnel deployed by the Contractor found to have indulged in any criminal activity in BHEL premises.
g.	In case of any misrepresentation while claiming the payment.
h.	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.
i.	In case of repeated violation of any of the terms of the agreement despite giving warnings on different occasions.
j.	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;
k.	If Contractor fails to perform any other obligation under the Contract;

1.17.1. The grounds mentioned hereinabove are not exhaustive but merely illustrative. BHEL reserves its rights to terminate the Contract (in whole or in part) 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 for rectification of the same. If the Contractor has not rectified/ corrected the deficiencies stated in the written notice issued by BHEL, within the period of 30 days from the date of issue of notice, then the Contract may be terminated by BHEL by giving a written communication to the Contractor.

1.17.2. 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.

- 1.18. 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.
- 1.19. TERMINATION OF CONTRACT ON DEATH:** 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.
- 1.20. POST TECHNICAL AUDIT OF WORK & BILLS:** BHEL reserves the right to carry out a post payment audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc. and to enforce recovery of any sums becoming due as a result thereof in the manner provided into the proceeding sub-paragraph provided however, that no such recovery shall be enforced after three years of passing the final bill.
- 1.21. 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

- 1.22. 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.

1.23. ARBITRATION:

- 1.23.1. 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 .

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 **CHENNAI**.

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

Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.

1.23.2. 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)/2013DPE(GM)/FTS- 1835 dated 22.05.2018dated 22.05.2018 as amended.

1.24. 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 **CHENNAI** 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.

1.25. DEFAULT/BREACH OF CONTRACT, INSOLVENCY AND RISK PURCHASE

1.25.1. If the Service Provider / Contractor fails to provide the required services as per the Contract / fails to deliver the goods or materials or any instalment thereof within the period(s) fixed for such delivery or delivers goods or materials not of the contracted quality and failing to adhere to the contract specifications or at any time repudiates or otherwise abandons the contract before expiry of such period or refuses or is unable to supply / provide goods / services or materials covered by the Order/Contract either in whole or in part or otherwise fails to perform the Order/Contract or commits any breach of the Order/Contract not herein specifically provided for or in the event of the death or insanity or if the Seller/Contractor being an individual or if a firm on a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the Order/Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolved under the Partnership Act or if the Seller/Contractor(Service Provider) being a company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager, the purchaser without prejudice to his right to recover any expenses, losses or damages to which the purchaser may be put to incur or sustain by reason of the Seller/Contractor's default or breach of Order/Contract shall be entitled to cancel the Order/Contract either in whole or portion thereof without compensation to the Seller/Contractor(Service Provider) and if the purchaser so desires, he may procure upon such terms and in such manner as he deems appropriate, stores not so delivered or others of a similar description where stores exactly complying with particulars are not, in the opinion of the purchaser, which shall be final, readily procurable, at the risk and cost of the Seller/Contractor(Service Provider) and the Seller/Contractor(Service Provider) shall be liable to the purchaser for any excess costs provided that the Seller/Contractor(Service Provider) shall continue the performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The Seller/Contractor (Service Provider) shall on no account be entitled to any gain on such repurchases.

1.25.2. Cost of the purchases/service made by the Purchaser/Service taker at the risk and cost of the seller/Contractor (Service Provider) shall be worked out after levying 30% overheads as departmental charges on the cost of materials / services so purchased/hired.

1.26. 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.

1.27. AGREEMENT TENURE & CONTRACT PERIOD: The agreement / contract period shall be valid and remain in force for a period of 24 months from the date of start/commencement of work. However, this Agreement shall be liable for termination earlier by the BHEL at any time by giving minimum 30 days' notice to the Contractor without assigning any reason therefore and without prejudice to the rights of BHEL to recover any amount becoming due under this Agreement. Notwithstanding anything mentioned herein above, BHEL shall not be held responsible for any compensation whatsoever towards early closure/termination of the said contract.

1.28. 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.

1.29. The performance of the services will be continuously evaluated by the designated committee/user groups nominated by BHEL.

1.30. 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.

1.31. VERIFICATION OF AUTHENTICITY OF PQR DOCUMENTS: BHEL reserves the right to verify credentials of the Bidder. BHEL also reserves the right to cross-check / verify the genuineness / authenticity of the documents submitted by the bidder from the issuing Authority. At any stage, BHEL may also ask for original documents and bidder/ contractor has to submit the same. 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.

1.32. PREVENTIVE CHECKS TO ELIMINATE SUSPECTED CARTEL FORMATION BETWEEN SUPPLIERS: The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.

1.33. The evaluation currency for this tender shall be INR.

1.34. 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.

2. SPECIAL TERMS & CONDITIONS:

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 **STATE OF TAMIL NADU** with regard to the performance of the work assignments included herein or concerning this Agreement but not limited to **THE 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), THE EMPLOYEES 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, THE SEXUAL HARASSMENT OF WOMEN AT WORKPLACE (PREVENTION, PROHIBITION AND REDRESSAL) ACT-2013, INCOME TAX ACT (WITH SPECIAL REFERENCE TO TDS U/S 192 TO 195 OF THE ACT), GST ACT-2017, CHILD LABOUR (PROHIBITION AND REGULATION) ACT, 1986, AND RULES, MATERNITY BENEFIT ACT, 1961, INTER-STATE MIGRANT WORKMEN ACT, 1979, THE CODE ON WAGES, 2019 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. These records need to be preserved for a period of at least 3 years and should be made available even after the contract is over for any verification by the statutory authorities / BHEL authorities.

2.2. 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 ₹10.00

Lakhs per individual. The sum assured (**₹10.00 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 **₹10.00 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.

- 2.3. The bidder(s) have to assess the premium of insurance cover for the entire contract period. Bidders should include the impact of cost of insurance cover in their quote (i.e. Service Charge) itself.**
- 2.4.** The Contractor will have full and exclusive liability for Wages, PF, ESI, Bonus, Insurance, Uniform etc.; for all the personnel deployed by the Contractor and other obligation referred under the law now and thereafter imposed by the Government / Local Bodies. The Contractor shall be fully responsible for the timely payment of wages, provident fund, bonus or any other benefits payable under the aforesaid Acts, Laws and regulations to the Workforce engaged by him at the work premises of the BHEL. BHEL shall not be responsible for these payments or any other liability on this account. The Contractor shall also indemnify and compensate BHEL for any liability incurred by BHEL, if any, including costs incurred thereon. In that event. the nominated officer of BHEL shall be entitled to recover the amount so paid, from the contractor, including forfeiture of the Security Deposit; and, if the sum so payable and / the Security Deposit is less than BHEL's claim, it shall be lawful for BHEL to recover the balance amount as a debt from the Contractor.
- 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 Work Order issuing authority. 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. In this connection, the contractor has to submit an affidavit duly signed by all the workforce deployed at 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. 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.

2.10. All the facilities required to be provided to workforce under Contract Labour (Regulation & Abolition), Act, 1970 shall be provided by the Contractor.

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 within the precincts of the workplace. 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:

Ministry of Labour & Employment has since notified “Ease of Compliance to maintain Registers under various Labour Laws Rules, 2017” on 21st February 2017 which has in effect replaced the 56 Registers/Forms under 9 Central Labour Laws and Rules made thereunder in to 5 common Registers/Forms. This will save efforts, costs and lessen the compliance burden by various establishments. These Rules are available on the Website of this Ministry at the link below:

<http://labour.gov.in/whatsnew/ease-compliance-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. 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.

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

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 30 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. BHEL will nominate representative (hereinafter called "the Company Representative") from among the Executive / Supervisor of the respective administration department for each work premise covered under this Agreement.
- 2.17. 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.
- 2.18. 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/- at **CHENNAI**, 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 from appropriate 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. **ISSUE OF PHOTO IDENTITY CARD:** Each workforce shall be issued a photo identity card, by the Contractor employing or engaging the workforce. Every workforce shall carry on his person the photo identity card issued and shall produce it on demand for inspection by BHEL.
- 2.22. **WAGES:**
- 2.22.1 Components of Wages / Statutory Payments (i.e. Rates of Minimum Wages, Rates of Contribution by Employer & Employee towards EPF and ESI, Rates of Contribution by Employer towards Bonus, Number of Encashable Leaves etc.) are subject to amendments as & when promulgated from time to time by respective statutory authorities / appropriate government.
- 2.22.2 The Contractor will pay the minimum wages as per relevant provisions of Minimum Wages Act, 1948 (i.e. Respective State Govt. notified Minimum Wages) along with BHEL additional payment / cash component of Rs. 3200/- and Rs. 4100/- for Un-skilled and Skilled Category of workforce respectively.
- 2.22.3 Increase of VDA as & when notified by **TAMIL NADU STATE GOVERNMENT** (subsequent to floating of this tender) be incorporated in the monthly wage calculation and any further increase of VDA will become the part of monthly consolidated wages.

- 2.22.4 All payments to the contractor's workforce (so engaged for deployment under this contract) shall be as per the terms of contract.
- 2.22.5 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.**
- 2.22.6 The contractor shall fix wage periods in respect of which wages shall be payable.
- 2.22.7 No wage period shall exceed one month.
- 2.22.8 Where an any member of Contractor's workforce deployed at BHEL-premises has been (i) removed or dismissed from service by the Contractor; or (ii) retrenched or has resigned from service, the wages payable to him shall be paid by the Contractor within Five working days of his removal, dismissal, retrenchment or, as the case may be, his resignation.
- 2.22.9 All payments of wages shall be made on a working day and during the working time and on a date notified in advance.
- 2.22.10 Notwithstanding anything contained in any other law for the time being in force, there shall be no deductions from the wages of the employee, except those as are authorized under the code for payment of wages.
- 2.22.11 Contractor shall be responsible for making payment of wages before the expiry of 7th day after the last day of wage period in respect of which wages are payable and to ensure disbursement of wages. The representative of contract operating division shall record under his signature at the end of entries in the Registrar of Wages confirming the above
- 2.22.12 **MODE and TIME FOR PAYMENT OF WAGES:** The Contractor shall make the disbursement of wages to all the workforce in a suitable applicable mode (**primarily by electronic mode**) but strictly not in cash and inform BHEL electronically the amounts so paid along with their respective mode of transaction. The Contractor shall fix wage periods in respect of which wages shall be payable. No wage period shall exceed one month. **The contractor shall pay or cause to be paid wages to their workforce (deployed at BHEL-premises), engaged on monthly basis, before the expiry of the seventh day of the succeeding month. Any delay on this account (i.e. delay in disbursement of monthly wages) may results into penalty or termination of Contract.**
- 2.23 **BONUS:** The contractor shall be liable to pay statutory bonus under **THE PAYMENT OF BONUS ACT 1965** or any other law time being enforced and submit proof of disbursement of bonus. 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. and submit proof of payment of bonus in **Form-C** and **Form-D** under the Act to BHEL. 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).

- 2.24** The Contractor shall comply with the provisions of the **PAYMENT OF WAGES ACT, 1936** or any other law time being enforced 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.
- 2.25** **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.
- 2.26** **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.
- 2.27** As per the PAYMENT OF GRATUITY ACT, 1972, "*completion of continuous service of five years is not necessary where the termination of the employment of any employee is due to death or disablement*" and hence payment for gratuity in such case during the currency of the contract will be paid to the contractor on submission of copy of proof of disbursement of gratuity payable to his employee. In case of death of the employee of the contractor, gratuity payable to deceased employee shall be paid by the contractor to his nominee or, if no nomination has been made, to his heirs, and where any such nominees or heirs is minor, the share of such minor, shall be deposited with the Controlling Authority. Nomination form as prescribed under Payment of Wages Act must be kept on record and should be considered for extending benefit by the Contractor.
- 2.28** While engaging & deploying the workforce, Contractor is required to make efforts to provide opportunity for employment to the people belonging to Scheduled Castes and weaker sections of the society also in order to have a fair representation of these sections.
- 2.29** **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.

- 2.30 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.
- 2.31 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.
- 2.32 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.
- 2.33 **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. 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 rate of wages. 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 monthly wages 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 upto 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. Contractor has to maintain records and register prescribed for Over Time.
- 2.34 **WORKING DAYS / HOLIDAYS / LEAVE / Optional Allowances-2:**

All the workforce must be allowed at least one whole day of rest / weekly-off for every six continuous working days. No deduction shall be made by the Contractor from the wages of any workforce on account of 'Weekly-Off' or 'National Holidays'. Workforce deployed by the Contractor shall be required to work normally on six days (Monday to Saturday) for 8.5 Hrs. with a break of half an hour after every 4 Hrs.

The Contractor's workforce shall also be entitled to leave in each calendar year as follows: (i) 12 days' Casual leave during a year i.e. 1 day per month and (ii) 12 days of leave with wages on completion of 12 months of continuous service, during the subsequent period of 12 months. Contractor will make payment/disbursement of leave salary on account of un-availed 12 days' of leave with wages to his workforce on yearly basis. Any leave availed in excess of limits specified above shall be without pay.

Payment against encashment of paid leave (Optional Allowances-2) shall be made to the Contractor when the Contractor submits proof of such payment at the end of one year i.e. annual basis.

The Contractor shall be responsible for strictly complying rules on weekly off /Leave / Holidays as prescribed under the statutory laws/rules and thereof. The Contractor will maintain proper records of Leaves/ Holidays/ Weekly off etc. granted to the workforce.

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

- 2.35** BHEL shall have no direct responsibility / liability in respect of the Workforce engaged by the Contractor on Job Contract Basis under this Agreement.
- 2.36** 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 Security Deposit of the Contractor, to the extent of the loss or obligation in monetary terms.
- 2.37** 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.
- 2.38** The Contractor will submit periodical returns as may be specified from time to time by 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.
- 2.39** The Contractor shall exhibit its Licence (Labour Licence etc.) or copy thereof in a conspicuous place at workplace in BHEL Premise.
- 2.40** 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.
- 2.41** 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 approach the Competent Authority under the Act or the Court, the entire expenses in this behalf shall be borne by the Contractor.
- 2.42** The entire administration and deployment of the workforce will be the responsibility of the Contractor. The Proprietors/director(s) / authorized representative(s) on behalf of Contractor shall visit and check their workforce deployed at BHEL premise periodically monitor their performance.
- 2.43** Personal bag & baggage of all the workforce deployed by Contractor at BHEL-Premise shall be liable for physical check-up both at the time of entry into the campus and while leaving at the security gate.
- 2.44** The workforce deployed by the Contractor shall be the employees of the Contractor and there shall not be any employer – employee relationship between BHEL and the said employees of Contractor on any ground whatsoever. BHEL will not issue any experience certificate to the employees of the Contractor.
- 2.45** **LIVERIES / UNIFORM / Optional Allowances-1:** The contractor has to ensure that uniform and turnout of the workforce 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 workforce deployed by them. It is also to be noted by the contractor that since BHEL is making payment of uniform allowance to the Contractor, 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 workforce deployed by him and details of the same have been appended below. The uniform shall not be similar to any colour/ pattern prohibited by any existing law in force in the country. The Contractor shall ensure that while on duty, his workforce put proper uniforms in distinctive colour code and in neat and clean conditions issued to them by the Contractor. The Contractor shall issue 2 sets of Stitched Uniforms and 1 set of Black Leather Shoe/Footwear on 1st and 13th month of Contract.

- 2.46** For security reasons, the contractor shall furnish /submit the details of his workforce along with photograph at BHEL's Security Office before they are brought into the BHEL-premise for providing various services. Without the prior knowledge of the BHEL, the contractor shall not deploy any workforce for any job within BHEL premises. In case the Contractor decides to change one or more member of his workforce, this shall be brought in writing to the notice of the BHEL.
- 2.47** The contractor shall not deploy any workforce below the age of 18 years.
- 2.48** The contractor's workforce shall not loiter in the BHEL premises and also not normally move out of their specified areas. Persons other than those who are required to work or visit the specified premises shall not be allowed into such places.
- 2.49** The contractor's workforce shall not indulge in entertaining their guests/outsideers in the work premise.
- 2.50 DISCLAIMER:** While every care has been taken to ensure that the contents (w.r.t. Statutory Obligations / Compliances) of this tender document are accurate and up to date. In case of any conflict between the statutory provisions stipulated in this tender document and in the original source such as applicable Acts or the prevailing laws / rules, the statutory provisions contained in the extant law/rule and the original instructions shall prevail.
- 2.51** The bidder has to provide workforce in sufficient numbers to maintain the Office Premises as required and of quality to ensure workmanship of the degree specified in the job order and to the satisfaction of the BHEL's Officer-In-Charge. For satisfactory services, the Contractor shall continuously maintain workforce strength as required to cope up with the requirement as arisen for satisfactory services to BHEL. Successful Contractor has to deploy the minimum workforce as emphasized in the scope of services in the contract at any given day. Any deficiencies of the scope of services, the monthly payment against the job / services provided get deducted to the tune of shortages on account of absenteeism.
- 2.52** The Successful Tenderer will have to ensure "minimum requisite qualification and experience" before engagement / deployment at BHEL Office Premises in Chennai as mentioned below. BHEL at its own discretions may ask the Contractor to get documents/qualification/skill of workforce verified at any stage during the validity of contract. Under any circumstances, workforce not having minimum requisite qualification and experience, should not be engaged / deployed by successful tenderer under this contract. Non-compliance on this account observed at any stage during the validity of contract, penalty will be levied & suitable action will be taken against the Contractor as per tender terms & conditions. BHEL's decision in this regard shall be final & will be binding on the Contractor.
- 2.52.1** Category A - Unskilled (USW): For providing Services at Job-Premise, the Contractor has to deploy unskilled workforce who know operations that involve the performance of simple duties, which require the experience of little of no independent judgment or previous experience although familiarity with the occupational environment is necessary.
- Unskilled workforce includes: Sanitary Worker, Attendant, Pantry-boy, etc.
- 2.52.2** Category B - Skilled (SW): For providing Services at Job-Premise, the Contractor has to deploy skilled workforce who must be Diploma Holder / Graduate / possessing necessary certificate/license. He/she shall be capable of working efficiently of exercising considerable independent judgement and discharging his duties with responsibility. They must possess thorough & comprehensive knowledge of the trade, craft or industry in which they will be deployed by the Contractor. BHEL will provide the details of requirement of prior experience in the field of operations on case to case basis, before engagement of the workforce by the Contractor.

Skilled workforce includes: Office Assistant, Computer Operator, Pharmacist, Driver, etc.

2.53 The workforce engaged have to be courteous with pleasant mannerism in dealing with the staff/ visitors of BHEL and should project an image of utmost discipline.

2.54 SPECIAL ALLOWANCES / Optional Allowances – 3:

Special Allowances (upto Rs. 8000 per month) are allowed to Category B – Skilled Workforce. BHEL will decide and inform the quantum of Special allowance to be paid, if required, to any contract employee in Category B – Skilled, on case to case basis based on the requirement of (1) Additional Prior Experience, (2) Specialised Skill, (3) Mobile Instrument & Connection, (4) Official extended / Night Stay, (5) Travel to Outstation, etc., before deployment by the Contractor.

2.55 ATTENDANCE RECORD:

Contractor is required to install Bio-metric attendance system to regulate attendance of the workforce engaged by them. Contractor shall provide proper Biometric employment cards for the contract workers to be deployed by him for Work/services, duly signed by the Contractor or authorized person on behalf of the Contractor. All the workforce deployed at the work premises shall mark their attendance in the Bio-metric attendance system installed at BHEL premises. For the same, the Contractor shall complete all formalities before deployment of workforce at BHEL premises. However, a physical attendance register (Muster Roll) shall be also maintained by the Contractor at work premise for physical verification by BHEL / statutory authorities.

In case of manpower deployed at other locations (i.e. other than PSSR HQ Office), an Attendance Register of the Contractor's workforce shall be maintained by the Contractor at each work premise separately for physical verification by BHEL & Statutory Authorities.

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

2.57 BHEL shall also arrange necessary gate/ entry pass to Buyer's premise/ designated premise for the manpower. BHEL shall make necessary arrangements for use of basic facilities like water, washrooms etc. for manpower working at BHEL's premise.

PROFORMA OF BANK GUARANTEE (in lieu of SECURITY DEPOSIT)

(On non-Judicial paper of appropriate value)

(Para 4.7.6 of Works Accounts Manual)

Bank Guarantee No.....

Date.....

To

(Employer's Name and Address)

.....

In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at *BHEL House, Siri Fort, Asiad, New Delhi – 110049* through its unit at *Bharat Heavy Electricals Limited, Power Sector Southern Region, Tek Towers, No.11, Old Mahabalipuram Road, Okkiyam Thoraipakkam, Chennai - 600097* having agreed to exempt _____¹ (Name of the Vendor / Contractor / Supplier) with its registered office at _____² (hereinafter called the said "Contractor" which term includes supplier), from demand under the terms and conditions of the Contract arising vide Letter of Intent (LOI) reference No. _____ dated _____³ valued at Rs. _____⁴ (Rupees _____ only)⁴ (hereinafter called the said Contract), of Security Deposit for the due fulfilment by the said Contractor of the terms and conditions contained in the said Contract, on production of a Bank Guarantee for Rs. _____⁵ (Rupees _____ only),

We, the(Name & address of the Bank) having our Head Office at(hereinafter referred to as the Bank), at the request of _____ [Contractor(s)], being the Guarantor under this Guarantee, do hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer, an amount not exceeding Rs. _____ without any demur, immediately on demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand

Any such demand made on the bank, shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____⁵.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

The payment so made by us under this guarantee shall be a valid discharge of our liability for payment hereunder and the Contractor(s) shall have no claim against us for making such payment.

We, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied & the Employer certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said contractor(s) or acceptance of the final bill or discharge of this guarantee by the Employer, whichever is earlier. This guarantee shall initially remain in force upto and including _____⁶ and shall be extended from time to time for such period as may

be desired by the Employer. Unless a demand or claim under this guarantee is made on us in writing on or before the _____⁷, we shall be discharged from all the liability under this guarantee thereafter.

We, _____(indicate the name of the Bank) further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

We, BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....⁵
- b) This Guarantee shall be valid up to⁶
- c) Unless the Bank is served a written claim or demand on or before _____⁷ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We, _____ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

Date _____ Day of _____
for _____ (indicate the name of the Bank)

(Signature of Authorised signatory)

¹ NAME OF VENDOR /CONTRACTOR / SUPPLIER

² REGISTERED OFFICE ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.

³ LETTER OF INTENT(LOI) REFERENCE NO. WITH DATE

⁴ CONTRACT VALUE (AS MENTIONED IN LOI)

⁵ BG AMOUNT IN FIGURES AND WORDS

⁶ VALIDITY DATE

⁷ DATE OF EXPIRY OF CLAIM PERIOD (CLAIM PERIOD SHALL BE MINIMUM OF 3 MONTHS AFTER VALIDITY DATE)

Note:

1. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/Supplier /Bank issuing the guarantee.
2. In Case of Bank Guarantees submitted by Foreign Vendors-
 - a. From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India) can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.
 - b. From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor Country's Bank)
 - b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by any of the Consortium Banks only will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank's (BHEL's Consortium Bank) branch in India. It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.
 - b.2 In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at sl.no. b.1 will required to be followed.
 - b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time).

**Wage Payment Structure : Manpower Services - Minimum Wage
BHEL PSSR CHENNAI**

S.No	Components	Rate per Unit per Month for Unskilled Worker Excluding GST (in Rs.)	Rate per Unit per Month for Skilled Worker Excluding GST (in Rs.)
1.a	Tamil Nadu Govt. Monthly Minimum Wages (vide Notification dated 13.11.2017)	7755.00	8355.00
1.b	Variable Dearness Allowance	5717.00	5717.00
1.c	Rates of Monthly Min. Wages (Basic+DA) w.e.f. 01/04/2021	13472.00	14072.00
1.d	Additional Cash Component	3200.00	4100.00
1	Monthly Consolidated Wages	16672.00	18172.00
2	PF Contribution		
2.a	EPS (8.33% of Monthly consolidated wages (or) 8.33% of Rs. 15000, whichever is lower)	1249.50	1249.50
2.b	EPF (Difference of Employee's share i.e. 12% of Monthly Consolidated wages and Pension Contribution i.e. S.No. 2.a)	751.14	931.14
2.c	EDLI (0.50% of Monthly consolidated wages (or) 0.50% of Rs. 15000, whichever is lower)	75.00	75.00
2.d	EPF Admn. Charges (0.50% of Monthly Consolidated Wages)	83.36	90.86
3	ESI (Employer's Contribution @3.25% of Monthly Consolidated wages) [Enhanced wage ceiling for coverage of employees under the ESI Act is ₹21,000/- which will be calculated on S.No.1 (OR) A comprehensive Insurance Policy for meeting the liability under Employees Compensation Act & Medical Coverage for the Worker and dependent family members within the same allocable cost]	541.84	590.59
4	Bonus (8.33% of Monthly minimum wages (1.c))	1122.22	1172.20
5	Uniform (Rs. 200 Per month - Lumpsum)	200.00	200.00
6	Provision against encashment of Paid leave (1 day per month)	555.73	605.73
7	Special Allowance (Upto Rs. 8000 per month - To be decided by BHEL on case to case basis)	0.00	8000.00
8	Per Month Wage (Sub Total of S. No. 1 to S. No. 7)	21250.79	31087.02
9	Monthly Amount for 19 Unskilled Worker and 10 Skilled Worker	7,14,635.24	
10	Total Amount for 19 Unskilled Worker and 10 Skilled Worker for 24 Months (S.No. 9 X 24)	1,71,51,245.69	

Note:

- i) All the above rates are indicative & excl. GST. % Service charge is to be quoted by bidders on Total Amount in S. No.10
- 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) Since this is a service contract the GST rate of 18%, as applicable presently, will be payable by BHEL to the Contractor during the execution of the contract along with monthly bill(s), against the documentary evidence.