

**NAME OF WORK: SERVICE CONTRACT FOR SUPPLY OF MEN SECURITY GUARDS AND SECURITY SUPERVISORS FOR SPECIFIC SECURITY DUTIES AT BHEL- TRICHY FACTORY AREA FOR 2024-26**  
**Enquiry No: 94724 00049/ 07.06.2024**

BHARAT HEAVY ELECTRICALS LIMITED- TIRUCHIRAPPALLI-620 014

WORKS CONTRACTS MANAGEMENT

**NOTICE INVITING TENDER (e-TENDER)**

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

1.	<b>Tender Ref No:</b>	<b>94724 00049/ 07.06.2024</b>
2.	<b>Tender Type</b>	<b>Limited Tender-Two Part</b>
3.	<b>Name of work</b>	SERVICE CONTRACT FOR SUPPLY OF MEN SECURITY GUARDS AND SECURITY SUPERVISORS FOR SPECIFIC SECURITY DUTIES AT BHEL- TRICHY FACTORY AREA FOR 2024-26.
4.	<b>Name &amp; Address of vendor for bidding in the Tender</b>	<b>1. M/s. BRIJ MOHAN TYAGI SECURITY AGENCY - (Vendor code - 74964)</b> (2nd Floor, 918 C, Sri Kannabiran Complex, Tiruvotriyur High Road, Tiruvotriyur, Chennai, Tamil Nadu - 600 019)  <b>2. M/s. P RAGUNATH SECURITY AGENCY- (Vendor code - 74962)</b> (No.37, Arunachala Eswarar Koil Street, New Washermenpet, Tondiarpet, Chennai, Tamil Nadu - 600081)  <b>3. M/s. DHARMARAJAN KRISHNA KUMAR SECURITY AGENCY- (Vendor code - 74961)</b> (No 121, Ram Nagar, Concordia School Street, Hosur Town, Hosur Taluk, Krishnagiri, Tamil Nadu - 635 109)
5.	<b>Location of work</b>	BHEL Trichy (Tamil Nadu)
6.	<b>Period of contract</b>	Twenty-four Months (24 Months) from the date of award of contract.
7.	<b>Security Deposit</b>	Security Deposit will be 10% of One Month Total Wages allocated for the Contractor.
8.	<b>Tender Document</b>	Technical bid pages from 1 to 39
9.	<b>Mode for submission of offer</b>	No physical submission of Tender. Tender only to be submitted electronically through <a href="https://eprocurebhel.co.in/">https://eprocurebhel.co.in/</a> only.
10.	<b>Contact details for queries related to tender</b>	Shri K Prasath Engg / WCM; 0431 257 1573; e-mail: <a href="mailto:prasath@bhel.in">prasath@bhel.in</a> Shri Dineshwar Pahan, Dy Engineer /WCM 0431-257 4564; e-mail: <a href="mailto:dineshwar@bhel.in">dineshwar@bhel.in</a>
11.	<b>Contact details for queries related to scope of work</b>	Shri Lt. T S Thinesh Kumar , DCSO / SECURITY & FIRE SERVICE 0431-2575868, EMAIL: <a href="mailto:thinesh@bhel.in">thinesh@bhel.in</a>
12.	<b>Last Date for Receipt of</b>	<b>12.06.2024 / 15:00 Hrs.</b>
13.	<b>Date of Techno Commercial Bid</b>	<b>12.06.2024 / 15:30 Hrs.</b>
14.	<b>Reverse auction</b>	No

**We, the tenderer, have gone through all the pages of tender document and accept the Terms and Conditions.**

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**A: Contractor Profile**

1.	Name of the Enterprise/ Company/ Firm.	To be filled in e-procurement portal
2	Regd. Address of Enterprise/ Company/ Firm	To be filled in e-procurement portal
2.1	If offer is addressed from different address, as above, the same may specified,	To be filled in e-procurement portal
3.	Landline/Mobile number(s)	To be filled in e-procurement portal
4.	E-mail Address	To be filled in e-procurement portal
5.	<b>Name, Designation and Contact details of person signing the Tender</b> (In case of authorized signatory, the copy of Power of Attorney (POA) should be uploaded as per Annexure-A2.)	Details to be filled and documentary evidence to be uploaded in e-procurement portal
6.	<b>BHEL- Trichy Vendor Code</b>	To be filled in e-procurement portal
7.	<b>EPF Registration (No. &amp; Date)</b> (Copy of EPF Registration to be uploaded)	Details to be filled and documentary evidence to be uploaded in e-procurement portal
8.	<b>ESI Registration (No. &amp; Date)</b> (Copy of ESI Registration to be uploaded)	Details to be filled and documentary evidence to be uploaded in e-procurement portal
9.	<b>Labour License</b> (Copy of Labour license to be uploaded if applicable)	Details to be filled and documentary evidence to be uploaded in e-procurement portal

**Note:**

1. Vendors not having EPF, ESI and Labour License shall immediately get registered after award of work to comply with statutory requirements.
2. If vendor fails to get EPF, ESI reg. no. and Labour License before start of work, SD shall be forfeited and penal action shall be taken as per extant rules of BHEL.

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**Qualifying Criteria:**

Sl. No	Qualifying Criteria	DETAILS
<b>A</b>	<b>DGR sponsorship Certificate</b> (Valid DGR sponsorship Certificate to be submitted)	Document(s) to be uploaded in e-procurement portal
<b>B</b>	<b>DGR Empanelment certificate</b> (Copy of DGR Empanelment certificate along with photograph and signature of proprietor/Directors to be submitted)	Document(s) to be uploaded in e-procurement portal
<b>C</b>	<b>PSARA License</b> (Copy of PSARA License for the state of operation of security agency to be submitted)	Document(s) to be uploaded in e-procurement portal
<b>D</b>	<b>Income Tax Registration (PAN)</b> (Copy of PAN to be attached)	Document(s) to be uploaded in e-procurement portal
<b>E</b>	<b>Goods &amp; Service Tax Registration</b> (Copy of GST Registration to be attached)	Document(s) to be uploaded in e-procurement portal
<b>F</b>	<b>Acceptance to Scope of work and General Terms and conditions of Contract.</b> (Duly signed and sealed copy of <b>Tender document</b> to be uploaded)	Document(s) to be uploaded in e-procurement portal
<b>G</b>	<b>Integrity Pact (IP)</b> (Agency to confirm and Integrity Pact Agreement [As per <b>FORMAT-1</b> ] to be signed and enclosed along with offer)	Signed copy of Integrity Pact Agreement along with witness to be be uploaded in e-procurement portal
<b>H</b>	<b>"No deviation &amp; Declaration certificate "on bidder's Letter head as per enclosed Annexure-A1 of Tender document. Duly signed and sealed copy to be uploaded</b>	Document(s) to be uploaded in e-procurement portal
<b>I</b>	<b>Applicable GST %against the scope of work</b> (To be confirmed( GST % entered in technical bid, price bid xl. template should be same. However GST % confirmed during technical evaluation will be final for arriving netcash outflow to BHEL.)	-----%
	<b>Note:</b> 1. Bidders are requested to submit only the documents required to meet the pre-qualification criteria as per Tender. Documents not relevant to Tender pre-qualification criteria / Tender shall not be enclosed along with the offer. 2. Digitally signed/ Self-attested copy of all the documents should be uploaded along with Tender, if at any stage, the document(s) submitted by Contractor is / are found incorrect / false / fake, then necessary action will be taken by BHEL against Contractor viz., legal, Contractual, BHEL Policy / Procedural Actions in whatsoever manner as deemed fit. 3. At any stage, BHEL may ask for original documents and contractor has to submit the same.	

## **I. INSTRUCTIONS TO THE TENDERERS**

### **GENERAL INSTRUCTIONS:**

1. Tender only to be submitted electronically by logging to e-Procurement portal <https://eprocurebhel.co.in/>. Physical submission of Tender shall not be accepted.
2. Any deviation to this Tender terms & conditions, and schedules of this Tender will lead to total rejection of the offer submitted.
3. Amount should be quoted as per the Work schedule (Price bid/ Part –II). Amount quoted in any other form will not be accepted, and will be rejected.
4. The Tender must be signed digitally / physically by proprietor of security agencies.
5. Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
6. Should a Tenderer's or a Contractor's or in the case of a firm or company of contractors/any of its shareholder's or shareholder's relative is employed in BHEL, the authority inviting the Tenders shall be informed in writing of this fact at the time of submission of the Tender, failing which the Tender may be disqualified, or if such fact subsequently comes to light, the contract may be cancelled.
7. The Tender schedule, and the Tender shall be deemed to form an integral part of the contract to be entered into for this work.
8. Tenderer shall sign the Tender documents for having accepted the conditions and upload in E-procurement portal.
9. Tender can be cancelled at any stage due to unavoidable circumstances.
10. Kindly ensure that the total size of the scanned documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However, it shall be sole responsibility of bidder that the uploaded documents remain legible.
11. If there is a discrepancy between words and figures quoted by bidder, the amount in words shall prevail. If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
12. BHEL reserves the right to increase or decrease the Tendered quantity.
13. BHEL does not guarantee ordering of any minimum quantity.
14. Income Tax deduction at source as applicable in the IT Act from time to time will be made on the value of the bills in the absence of Income Tax Exemption Certificate from the concerned IT officer.
15. All the Statutory Obligations such as ESI, PF, Labor Acts, Factories Act, Goods & Services tax (GST), etc. will have to be taken care of by the vendor. BHEL will have no liability on them. Notwithstanding the above, if any demand notice is served by the concerned Statutory Authorities for recovery of any of their dues on BHEL, the same would be paid to the statutory authorities without notice to the vendor and recovered as a due from any pending / future bills.
16. BHEL reserves the right to reject the Tender, if it contains any tampering to the Tender documents submitted by the bidder, at any stage.
17. The labors engaged under this contract cannot be deployed in any other work. Violation of this rule will be viewed seriously.
18. BHEL reserves the right to cancel the Tender or reject the lowest or any Tender in full or in part without assigning any reasons whatsoever.
19. In order to ensure compliance to Minimum Wage payment of DGR to all workmen entering the BHEL premises, the entry of manpower shall be regulated based on the awarded value and the prevailing minimum wages.
20. Other than the bidder, none of its group concerns or affiliates etc. are participating in the Tender either directly or indirectly through any other agency under same proprietor/ common director(s)/ common partner(s). The bidder should declare the same in the Tender. Even during the course of evaluation /finalization of Tender/ at any stage, if it is found that some of the parties are not fulfilling the above clauses, BHEL will not consider them for further participation in the Tender/ reject such Tender/contract.

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**IMPORTANT POINTS TO BE TAKEN CARE OF WHILE SUBMITTING OFFER:**

- 1) **Should a Tenderer find discrepancies or omissions in the Tender documents or should there any doubt as to their meaning, he should at once address the authority inviting the Tender, for clarification well before the due date, so as to submit his Tender in time. (No extension of time shall be given for submission of the Tender on any account)** Every Endeavour is made to avoid any error which can materially affect the basis of the Tender but the successful Tenderer shall take upon himself to provide for the risk of any error which may be subsequently by discovered and shall make no subsequent claim on account thereof.
- 2) Conditional, unwitnessed, late Tenders, Tenders containing prima-facie absurd rates and amounts, Tenders which are incomplete or otherwise considered defective and Tenders not in accordance with the Tender conditions herein contained and the Tenders not in original ARE LIABLE TO BE REJECTED
- 3) Vendors are advised to get themselves acquainted with the site conditions, the scope / work details before submitting the offer.
- 4) The contractor shall quote only the lowest possible rate, inclusive of all taxes excluding GST that can be offered for the intended quantity.
- 5) If a Tenderer deliberately gives wrong information in his Tender or creates conditions favourable for the acceptance of his Tender, BHEL will REJECT SUCH TENDER AT ANY STAGE.
- 6) Canvassing in any form in connection with Tenders is strictly prohibited and the Tenders submitted by the Contractors who resort to canvassing will be liable for rejection. The Tender SCHEDULE 1nd the Tender shall be deemed to form an integral part of the Contract to be entered into for this work.
- 7) Late and Delayed Tenders will be summarily rejected and under no circumstances it will be considered and accepted.
- 8) All corrigenda/addenda/amendments/time extensions/clarifications, etc. to the Tender will be hosted on <https://eprocurebhel.co.in/> portal, BHEL website only (i.e. <http://www.bhel.com>, ) and will not be published in any other media. Bidders should regularly visit above website(s) to keep themselves updated.
- 9) BHEL may reject the bid or in case the contract has been awarded, then terminate the contract apart from taking any other suitable action under the contract or applicable legal provisions or BHEL guidelines, without any liability for any compensation to the bidder if, BHEL discovers at any time that any statement made by the bidder in the affidavit cum undertaking is false, fraudulent or Any document submitted by the bidder was fake and forged Or If BHEL determines in the sole discretion that any statement was aimed at deliberately misleading BHEL with a view to ensure award of the subject contract to the bidder.
- 10) The contractor shall follow norms of BHEL security system for movement of men & materials within the complex including biometric system.
- 11) The workmen to be deployed by the contractor shall adhere to the safety / security rules and regulations of the Company and any person who is found to be violating the security / safety rules of the company shall be replaced immediately at the cost of the contractor.
- 12) The contractor shall strictly adhere to various labour laws in force.
- 13) The decision of In-charge for this contract shall be final and binding on the contractor regarding clarification of items of works.
- 14) Lowest prices received against BHEL Tenders need not be the technically acceptable one, and in that case, BHEL reserves the right not to consider the same.
- 15) In all matters of disputes, the decision of the General Manager, BHEL, Tiruchirappali-14 shall be final and binding on the Contractor.
- 16) Care should be taken to ensure only correct bid for the corresponding enquiry is placed in appropriate cover super scribing the same, failing which the bid will be liable for rejection.
- 17) No bidder shall be allowed to use any electronic gadgets viz., mobile phones, tablets etc during Tender opening/ or at any other meeting with BHEL for the purpose of this Tender, which if found would be liable for rejection of their bid.
- 18) The rate offered shall provide for the complete cost towards labour & statutory payments to the labours, supervision, profits & overheads, and all other incidentals exclusive of applicable GST (As per BOQ), GST will be reimbursed on production of valid documentary proof for having paid the GST.
- 19) The Tenderer shall carry out health performance test at his cost for all the workmen engaged in the work through a registered medical practitioner and produce certificate on demand.



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- 20) The contractor has to make his own arrangements to provide refreshment for the workmen deployed by him.
- 21) If any of the workers employed by the contractor is found to indulge in acts subversive of discipline, the same will be brought to the knowledge of the contractor and he shall arrange for replacement of such personnel.
- 22) Contractor/Authorized representative must be present at site to supervise the activities on day-to-day basis and for giving necessary instructions regarding the work to be carried out.
- 23) Statement of completed works with detailed certified shall be submitted by the contractor in the last week of every month for processing their bill.
- 24) Works shall be carried out as per rules adhering to necessary safety precautions.
- 25) GST will be charged on the forfeited SD amount from the bidder at the applicable rates. GST tax Invoice will be issued to the vendor on receipt/recovery of GST amount from the vendor.
- 26) In case of opening day falls on holiday or happened to be declared as a holiday, opening of the Tender shall automatically fall on the same timing of the next working day.
- 27) Expenses incurred by bidder towards preparation of bid incidental to Tender irrespective of whether it is accepted or not, shall be borne by vendor only.
- 28) The offers of the Tenderer / bidders who are on the banned / Hold / Under Interim Suspension list and also the offer of the bidders, who engage the services of the banned Hold / Under Interim Suspension firms, shall be rejected. The list of banned Hold / Under Interim Suspension firms is available on BHEL web site ([www.bhel.com](http://www.bhel.com) → Tender Notification → List of Banned Firms).
- 29) The Parties who have been suspended or black listed or under interim suspension by BHEL Trichy-14 or any other BHEL Unit will not be allowed to participate in the Tender and the bidder should declare the same in the Tender. Even during the course of evaluation / finalization of Tender if it is found that some of the parties are black listed / barred from business transactions / under business hold, BHEL will not consider them for further participation in the Tender.
- 30) Similarly, the offers of the bidders who are black listed or under interim suspension or suspended (under hold/ delist) for business dealings by BHEL shall not be considered. Please note that **their name will be removed from the list of debarred firms across BHEL** after expiry of specified suspension period as per the lifting/ restoration of suspension (Ban/Hold/ De-list) of business dealing. **Wherever suspension is lifted, a communication to this effect will be given by the concerned units to the concerned suppliers/ contractors.**
- 31) The contractor should extend full co-operation to the other contractors who may be doing other works in the same areas to enable them to execute their portions of work without any delay or difficulty.
- 32) BHEL, at its discretion, may extend the duration of contract, beyond initial contract duration, on mutual consent.
- 33) Contractor has 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, experience etc. acceptable to concerned department.
- 34) Contractors are advised that contract labours must be employed without any discrimination on caste or creed or religion or gender basis.
- 35) The contractor shall submit police verification certificate in respect of the persons, engaged for first time by the contractor, for delivering services.
- 36) The contractor by submitting the Tender undertakes that, they had never been found guilty by a court of law in India for any offence in involving fraud, dishonesty and moral turpitude. If at a later date, if it comes to the notice of BHEL about any such occurrences on the subject bidder, BHEL will have every right to reject the offer of such vendors at any point of time.
- 37) The Contractor shall ensure that his workmen movement is restricted to their relevant work areas only & shall vacate the premises after the shift is over.
- 38) If a Tender provides relaxation for vendors, and if a vendor fails to submit supporting documents, they will be treated at par with other vendors or their bid would be liable for rejection, wherever as the case may be.
- 39) In order to avoid unforeseen delay, it is advised that, any correspondence by vendor to BHEL shall be emailed to all the addressees instead of one individual, as mentioned in Tender. The correspondence through email wherever sought by BHEL shall be replied with all the addressees in 'cc' of the mail. Vendor shall furnish valid email id's in the Tender and regularly verify the same.

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- 40) The Tenderer/Bidder or any of his authorized personnel or agents will be granted permission by the BHEL to enter upon its premises and lands for the purpose of site visit. However, the bidder shall undertake that he, his personnel, and agents will be responsible against all liability in respect thereof, including death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- 41) In general, Bidders shall themselves obtain all necessary information. A Bidder shall be deemed to have full knowledge of the Site, whether he inspects it or not and no extra claims due to any misunderstanding or otherwise shall be allowed. The cost of visiting the Site shall be at the Bidders' own expense.
- 42) 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.

**21. Signing the Tender:**

- The Tender should be signed by the proprietor only.
- The proprietor will present himself in person for all the dealings with principal employer/ prospective principal employer. No other dealing through representative even on power of attorney / any other letter or document of authorization is permitted.

**SCOPE OF WORK, BILL OF QUANTITY (BOQ) & SPECIAL TERMS AND CONDITIONS OF THE CONTRACT:**

**BILL OF QUANTITY:**

Sl. No	Description of work	UOM	Approx. Qty.
1	Supply of Security Guards (Men) for Factory Area of BHEL-Trichy.	Man-days	32850
2	Supply of Security Supervisor (Men) for Factory Area of BHEL-Trichy.	Man-days	2190

**1. SCOPE OF WORK:**

- 1.1 To provide security assistance (Supervisors & Guards) for security duties in Bharat Heavy Electricals Limited, Tiruchirappalli-620 014 factory complex. They will be deployed in round the clock shifts on all days of the week including Sundays and Holiday and they will perform their duties along with the existing BHEL Security Personnel. They will perform their duties under the control of the Chief Security Officer / Dy. Chief Security Officer/ Security Official.
- 1.2 Security personnel will have to take all measures for security of our premises including all equipment, appliances, furniture, machinery fixtures, fittings, office records etc. for which guards deployed for duty will have to remain vigilant and alert. In case of loss of any items due to theft / pilferage, the contractor will have to take necessary action and comply with all formalities required under Law and lodge FIR with Police to enable BHEL process the insurance claims and to recover the lost properties. The security personnel shall be responsible for safeguarding all items. In case of emergency, the security guards should be able to handle / operate the Fire Fighting equipment located at the company premises.

**2. SUPERVISION & CONTROL:**

- 2.1 BHEL, Tiruchirappalli – 620 014 (hereinafter call 'Company') shall nominate one or more of its Security Supervisors at the respective locations for the proper implementation of the contract and to issue Instructions to the Security personnel provided by the Agency (M/s. \_\_\_\_\_) (hereinafter called as 'contractor') on behalf of the company.
- 2.2 The Officer / Supervisor so nominated by the company shall exercise supervision and control over the duties being performed by security personnel of the agency. Any instructions issued by them shall be promptly attended by the contractor and his security personnel.

**3. MANPOWER DEPLOYMENT:**

- 3.1 The contractor shall provide security personnel as mentioned in Letter of Intent to carry out the duties under this contract.
- 3.1.1 No separate payment will be made by the company towards relievers for the personnel posted under this contract, since the charges payable includes weekly off/leave/National Holidays/other holidays.
- 3.2 The contractor shall ensure that the Supervisors & Guards provided to the company are **Ex-servicemen or in line to DGR Guidelines** with good moral character never having been convicted of a criminal offence by a court of law, physically fit without any permanent physical or mental disability and the upper age limit of a Supervisor or Guard will be preferably under the age of 60 years or as per DGR Guidelines.
- 3.3 The company may call for proof of fitness, including Police verification from the contractor in respect of any Supervisor or Guard and if necessary order the contractor to get them medically checked by an authorized Company Doctor at the contractor's expenses and withdraw him from duty if found unfit.
- 3.4 The contractor shall in respect of each employee supply to the company on the following information: Name, Father's Name, date of birth, educational qualification, two identifying body marks, full residential address and passport size photographs, marital status and detailed bio-data.



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- 3.5 The contractor shall not substitute a Supervisor or Guard with another without the approval of the company. They should be ready to attend duty in round the clock shifts both in Factory/Township areas (all duty posts) of BHEL.
- 3.6 The contractor shall provide each employee with an identity card with photograph.
- 3.7 The contractor shall ensure that security personnel provided by him to the company are not members of any trade union of the employees of the 'company' and they shall not interfere with the affairs of the company.
- 3.8 Security personnel provided by the contractor to the company shall not be company employees, but of the contractor for all purposes of the contract.
- 3.9 During the contract period, in case of necessity, the company may ask the contractor to permanently increase the staff with 30 days' notice, if so the contract value will be changed proportionately.
- 3.10 Increase / decrease of manpower on daily basis should be accommodated by the contractor. However, the overall man-days as per the tender schedule (BOQ) will not be changed from the contract terms.

**4 DUTIES:**

Duties of the Security personnel and the contractor shall include the following:

**4.1 SECURITY GUARDS:**

- 4.1.1 To deal with company visitors, customer officials and employees courteously and politely and to maintain integrity, orderliness and discipline and be in proper prescribed neat and tidy uniform while on duty. Carry out all duties and tasks allotted by the competent officer / supervisor sincerely and to be best of his ability.
- 4.1.2 To guard/patrol/check during day and night and ensure that no theft, pilferage, trespass, accident, nuisance, disturbance of peace and orderliness etc. takes place in the area of his duty. To man entry points and regulate and check the flow of men, materials, transport vehicles etc. and ensure that the entry / exit is as per valid documents and records.
- 4.1.3 To apprehend immediately, produce before the supervisors or competent BHEL officer / supervisor any trespasser or person found in the area unauthorized and under suspicious circumstances.
- 4.1.4 To watch habitual offenders and mischief makers and inform his supervisors of the competent BHEL officer, if anything unusual is noticed.
- 4.1.5 To seize goods not found in order or suspected to be stolen.
- 4.1.6 To see that fire equipment installed in the area under his watch is in working condition and bring to the notice of his superiors any defect or shortcomings.
- 4.1.7 To bring to the notice of his supervisor or the competent BHEL officer any untoward occurrence on the premises, preferably in writing.

**4.2.0 SECURITY SUPERVISOR:**

- 4.2.1 To deal with all company visitors, customer officials and employees courteously and politely and maintain integrity, orderliness and discipline on the premises while on duty and be in proper prescribed uniform, exhibit proper courtesy and discipline and carry out tasks allotted by the competent officer of the company or the contractor in pursuance of the contract.
- 4.2.2 Detail check and supervise regularly duties performed by security guards and enforce good behaviour and discipline.
- 4.2.3 Bring to the notice of the concerned company officer preferably in writing, all important matters connected with contractual duties of the contractor immediately.
- 4.2.4 Carry out liaison duties with the local police as required by the company official.
- 4.2.5 Ensure that all security and fire-fighting equipments are secured in order and usable.
- 4.2.6 To carry out the internal investigation or enquiry in case of theft/fire, damage, accidents etc. as required by the competent company official and send a report to the company official immediately.
- 4.2.7 To maintain necessary documents as ordered by the competent company official within the scope of the contract and labour.

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4.2.8 To carry out any other duty assigned by the competent company official.

**4.3.0 CONTRACTOR RESPONSIBILITY:**

- 4.3.1 The contractor shall arrange to post security Supervisors or guards at such places and in such manner that guarding, patrolling, search of incoming and outgoing vehicles and persons whenever necessary in the areas/premises is done throughout 24 hours of the day, as per the instructions of company supervisor/ officer.
- 4.3.2. In order to ensure that the Security personnel are able to discharge their duties, the contractor shall provide them with all necessary facilities in the form of batons, lathi, uniforms, shoes and other uniform items etc.
- 4.3.3. Contractor shall supervise the performance of the security Supervisors and guards adequately and ensure that performance and turnout are such that the purpose of the contract is fully achieved.
- 4.3.4. The contractor shall visit the contractual area premises every week and meet the competent company official or whenever specially called by the latter and carryout the tasks assigned efficiently, diligently and to the satisfaction of the company.
- 4.3.5 The contractor shall be responsible for the orderly and disciplined behavior of his employees towards all, including company employees. The contractor will take suitable action against his employees responsible for misconduct and so named by the competent company official.
- 4.3.6 The contractor shall ensure that any dispute between him and his employees i.e. Supervisors and Guards are settled outside the premises and he shall not utilize company's premises, property etc. for this purpose.
- 4.3.7 The contractor shall preserve all records maintained for the company and hand them over to the concerned official from time to time and positively at the end of the contract period. The contractor shall pay the wages to the security personnel as per the minimum wages fixed by the Directorate General Resettlement, Govt. of India, New Delhi. The contractor shall issue salary slip to each employee every month indicating each component of payments and recoveries. A copy of the payment statement should be submitted to BHEL Finance and Security Department even if payment is made through ECS.
- 4.3.8 The contractor should ensure the payment of minimum wages fixed by the Directorate General Resettlement, Govt. of India, New Delhi from time to time, to their security staff and comply the other statutory requirements such as depositing statutory contributions to the concerned authorities regularly.
- 4.3.9 The contractor should ensure the payment of PF & ESI remittance and the photocopies of the bank challan for payment of PF/ESI contribution paid as applicable in respect of security personnel covered under this contract along with an extract of persons employed at the respective sites pertaining to the previous month shall be submitted by the contractor to the Competent Authority, HRM/Welfare and Finance Revenue sections along with monthly bill. The contractor should also ensure that, all the security personnel working under this contract are covered under Workmen Compensation Policy throughout the contract period. Reimbursement of the cost of this Workmen Compensation Policy is based on the submission of the policy document to the Competent Authority, HRM/contract cell and Finance Revenue sections.
- 4.3.10 The contractor shall make available all the records required to be maintained under various statutes for verification by BHEL representatives as and when required.
- 4.3.11 It will be open to BHEL to ask for replacement of any or all the staff if he / they do not fully meet our security requirement. Alternatively, the contractor may withdraw his personnel for administrative reasons but they should be suitably replaced and be acceptable to BHEL if the supervisors/guards are found undisciplined, he/they be repatriated to the contractor immediately.
- 4.3.12 The contractor will give certificate that security personnel posted at the respective sites are your personnel and not drafted from other security agencies on deputation or attachment. Suitable certificate in this regard should be sent before deployment of security personnel at the respective sites.

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- 4.3.13 The contractor will obtain a license before deploying the security personnel at respective sites as required under the Contract Labour (Regulation & Abolition) Act 1970 / Central and State Rules framed thereof and furnish a photo copy of the said license to WCM.
- 4.3.14 The contractor will issue employment cards in the prescribed form as required under Contract Labour (Regulation & Abolition) Act Rules immediately on deployment of security personnel at the respective areas.
- 4.3.15 The contractor will also comply with all the provisions as applicable under Contract Labour (Regulation & Abolition) Act 1970 / Central Regulation /Rules 1971 and State Act /Rules framed there under.
- 4.3.16 Accommodation of security guards shall be arranged by the contractor at his cost. However, suitable common accommodation if available may be provided to the agencies for the use of security personnel deployed by them at the location on payment as directed by BHEL Administration. No security personnel other than those on duty shall remain in the factory and township premises. They shall not be permitted to stay in the Factory premises.
- 4.3.17 The contractor shall ensure that security guards and supervisors attends duties in prescribed uniform only.
- 4.3.18 The contractor shall have to execute an agreement in the prescribed form (on Rs.100/- bond paper) indicating the terms of the contract.

**5 VALIDITY:**

- 5.1 This contract will initially be valid for the period of twenty-four (24) months from the commencement of work and in terms of the letter of intent. This is terminable depending on necessity, as per existing terms and conditions.

**6. SECURITY DEPOSIT:**

- 6.1 Security Deposit (SD)/Contract Performance Guarantee (CPG)/Bank Guarantee (BG) need to be paid by the successful tenderer. The rate of SD/CPG/BG will be 10% of One Month's Wage bill allocated to the Contractor.  
The SD/CPG/BG will be collected before the start of work from the Contractor.
- 6.2 SD/CPG/BG may be furnished in any one of the following terms: -
- i) Pay Order, Demand Draft in favour of BHEL.
  - ii) Local cheque of scheduled banks, subject to realization.
  - iii) Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of the Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).
  - v) Bank Guarantee from Scheduled Banks. The Bank Guarantee format should have the approval of BHEL.
  - vi) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor A/C BHEL duly discharged on the back.
  - viii) The security deposit shall not carry any interest.

**NOTE**

Acceptance of Security Deposit against Sl.No.7.2(iv) will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.

- 6.3 Security Deposit shall not be refunded to the contractor except in accordance with the terms of the contract.
- 6.5 The security deposit shall be liable to be returned to the Contractor after 3 months of termination of the contract subject to deductions or forfeiture on account of company dues, employees dues, non receipt etc.

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- 6.6 In case of the contractor failing to make monthly payments to his employees within the stipulated date, security deposit can be utilized for payment of wages etc. In case of such an eventuality, the contractor shall replenish this account immediately.
- 6.7 The refund of Security Deposit will be made at the end of contract after deduction of recoveries from the BHEL authority concerned under the following conditions.
- i) On a successful and satisfactory completion of the contract.
  - ii) If the contract is terminated by BHEL due to deficiency of service, after deducting the penal charges as decided by BHEL from the Security Deposit, the balance amount will be paid.
  - iii) Security Deposit is not refundable if the contract is terminated by the contractor by giving notice before the stipulated period.

**7. TERMINATION:**

- 7.1 Notwithstanding anything contained herein the contract may be terminated with due notice of one month on either side.

**8. GENERAL:**

- 8.1 The contractor agrees to indemnify the company against all claims and losses arising as a liability under the Payment of Wages Act, Employees Provident Fund & Miscellaneous Provisions Act, Industrial Disputes Act, Employees State Insurance Act, Contract Labour (Regulation & Abolition) Act, Workmen's Compensation Act, Arbitration Act, Minimum Wages Act, Inter State Migration Act etc. or any civil or criminal law in force so far as they relate to security personnel employed by the contractor for the company.
- 8.2 The liability of any compensation for injury to security personnel or others arising as a result of duties by security staff shall be that of the contractor.
- 8.3 BHEL will decrease in strength necessitated by the completion of activities at the company will be sought for and the same shall be implemented by the contractor with a notice of 30 days period.
- 8.4 Income Tax or any other statutory dues liable to be paid by the contractor shall be recovered from the bills of the contractor for which TDS certificate will be issued by BHEL.
- 8.5 With regard to the interpretation of the terms and conditions of this contract, the decision of the Head of the Unit / BHEL – Tiruchirappalli-14 shall be final, keeping in view all overall framework of DGR guidelines.
- 8.6 Any addition/deletion on the scope of work and terms & conditions under this contract shall be implemented based on mutual discussions between the “company” and the “contractor”.
- 8.7 Disputes or differences arising from this tender or in any manner connected therewith shall be subjected to the following disputes resolution mechanism:
- i) Any dispute shall initially be referred to the designated Senior Management of the parties for amicable settlement. Parties shall nominate two persons each from their senior management within 10 days of a dispute arising.
  - ii) If no amicable settlement is arrived at within 30 days, then any party may refer the dispute to sole arbitrator to be nominated by the Head of HR, BHEL, Trichy. The place of arbitration shall be at Trichy. All arbitration proceedings shall be conducted in English in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
  - iii) The arbitration award shall be final and binding upon the parties and each party will bear its own costs of arbitration and equally share the fees of the arbitral tribunal.
  - iv) All disputes shall be subject to the exclusive jurisdiction of the Courts at Trichy.

**9.0 SELECTION:**

Selection of the Contractor will be purely based on the guidelines of Directorate General Resettlement (DGR). (If all the DGR Sponsored agencies quoting the same rate, the contractor will be awarded to the senior most agencies).

## **2. SPECIAL TERMS AND CONDITIONS OF THE CONTRACT**

### **1. Tender Price:**

- a. Unless explicitly stated in the Tender document, the contractor shall be responsible for the whole works, based on the schedule of works, bill of quantities and payment shall be made as per accepted rates based on the activities carried out as in the scope of work.
- b. While quoting the "SERVICE CHARGE" bidders should consider all cost elements like financing cost, cost of maintenance of accounts, insurance-premium overheads, profit margins, conveyance charges, amount of security deposit, statutory requirements / obligations, contractual obligations and any other expenditure as deemed relevant by the bidder or cost of any other item under its scope and to meet any expenses / exigencies, so as to ensure continuity of services. While quoting the price, the bidder must keep in view the prevailing applicable minimum wages as per DGR wages. It is the responsibility of the bidder to educate himself about all obligations to be performed under the contract, the financing cost, administrative expenses, statutory liabilities, etc and then submit the price accordingly
- c. The bidders are advised to quote the "SERVICE CHARGE" in terms of total charges arrived. The rate quoted in the price bid shall be exclusive of GST. GST shall be payable as applicable on actual.
- e. Lowest "rate" received against the Tender need not be acceptable to BHEL and in that case BHEL would not consider the same for Award of Contract. BHEL would negotiate or re-float the Tender if L1 price is not the lowest-acceptable price to them inter-alia other reasons.

### **2. Applicable Contractual Variations**

During the validity of contract period, the contract value will vary depending on the followings:

- a. Rates of basic plus VDA (subsequent to floating of this Tender), as & when notified by DGR will be applicable in the contract and accordingly the monthly bills of the contractor will get amended against the documentary evidence.
- b. Rates of EPF / EPS / EDLI / ESI /Min. monthly bonus etc. (subsequent to floating of this Tender), as & when notified by DGR will be applicable in the contract and accordingly the monthly bill(s) of the contractor will get amended against the documentary evidence.

### **3. PAYMENT TERMS:**

- 3.1 In lieu of services offered by the contractor, the company shall pay at the rate agreed to during the validity of the contract. Payment will be made after completion of work on pro-rata basis based on actual work executed as per BOQ after acceptance and certification of Area in charge (BHEL Executive). Payment shall be made after 15 days of submission of bill complete in all respect.
- 3.2 However, the payment will be subject to production of proof regarding minimum wages payable as per DGR / Government of India notification applicable from time to time.
- 3.3 The company shall however, undertake to pay the wages fixed by the Directorate General of Resettlement, New Delhi including any revision of rates by the DGR. For delay in payments, the contractor shall be at liberty to approach senior company officials. Any over payment made to the contractor whether due to fault of the contractor / BHEL shall be recoverable from the contractor as deduction from its bills.
- 3.4 The contractor shall ensure that security personnel are employed on 8 hours shift duties per day round the clock. Absenteeism if any, may have to be met by the contractor from out of the relievers only. The company shall not be responsible for payments for excess, additional duties performed on holidays and any overtime for extended hours of duty not approved by the company. For this the contractor shall maintain an attendance register and muster roll of payments for the employees which the assigned company officials shall be entitled to inspect.
- 3.5 The contractor's services rendered is accounted for the calendar month. As such contractor's bills will be forwarded to BHEL/HRM/Contract cell Department in duplicate through the Head of BHEL Security Department. The wage bill shall be accompanied by documents i.e. Attendance statements, acquaintance



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register of previous month, copies of PF/ESI challans and any other documents as required by BHEL or as applicable under the laws in force.

- 3.6 The contractor shall disburse all due payments to the employees (inclusive of wages, bonus, gratuity / terminal benefits) by 7th of each month.
- 3.7 The contractor has to pay the Employees State Insurance (ESI)/medical allowance and workmen compensation in areas not covered under ESI as per DGR guidelines. Payment will be made upon submission of original bills along with policy documents.
- 3.8 Delayed, nonpayment or short payment of wages to his employees by the contractor shall be viewed seriously by the company.
- 3.9 Any deficiency in work in the above mentioned contract will lead to penal charges to the extent of work affected in terms of percentage or on pro-rata basis, as decided by BHEL. Deficiency continued will lead to termination of contract. Also, risk purchase clause will be operated to complete the work i.e. alternate arrangement will be made by BHEL and any excess expenditure incurred in this regard will be recovered from contractor's bill.

**4. LIQUIDATED DAMAGES (LD)/PENALTY:**

- 4.1 Failure in providing sufficient manpower as per agreed contract conditions will be imposed fine. Shortfall is acceptable only to the maximum limit of 10% of the required strength of the day. If the deficit exceeds beyond 10% in a day, an amount equal to the wages of the number of absent staff exceeding permissible limit will be recovered from the contractor.
- 4.2 The total value of penalty as per above clauses shall be limited to maximum value of 10 % of awarded value. In case of any amendment / revision, Penalty shall be linked to the amended / revised PO value.

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**1. INTEGRITY PACT (IP):**

1.1 IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

SI	IEM	Email
1.	Shri Otem Dai, IAS (Retd.)	iem1@bhel.in
2.	Shri Bishwamitra Pandey IRAS (Retd.)	iem2@bhel.in
3.	Shri Mukesh Mittal, IRS (Retd.)	iem3@bhel.in

1.2 The IP as enclosed with the Tender (Format-1) is to be submitted (duly signed by authorized signatory) along with techno-commercial bid. Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.

1.3 Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the Tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

**Note:**

*No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc on the Tender issued. All such clarification/ issues shall be addressed directly to the Tender issuing (procurement) department's officials whose contact details are provided below:*

Details of contact person(s):

(1)

(2)

Name: M Sudala Srinivasan Designation : Manager Dept: Works Contracts Management Address: Bldg. 24 3rd Floor, HPBP, BHEL Trichy-14 Phone: 0431-2575478 Email: <a href="mailto:mssvasan@bhel.in">mssvasan@bhel.in</a>	Name: K Prasath Designation : Engineer Dept: Works Contracts Management Address: Bldg. 24 3rd Floor, HPBP, BHEL Trichy-14 Phone: 0431-2571573 Email: <a href="mailto:prasath@bhel.in">prasath@bhel.in</a>
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## **II. GENERAL TERMS & CONDITIONS OF CONTRACT**

### **1. Definition:**

In these General Conditions of Contract, the following terms shall have, I meaning hereby assigned to them, except where the context otherwise requires:

- a) The "Contract" means, the documents forming the Tender and acceptance thereof, together with all the documents referred to therein including general and special conditions to contract. All these documents as applicable taken together shall be deemed to form one contract and shall be complementary to one another.
- b) The "Work" means, the work described in the Tender documents in individual work orders as may be issued from time to time to the contractor by the Officer-In charge within the power conferred upon him including all notified or additional items of works and obligations to be carried out as required for the performance of contract.
- c) The "contractor" means, the individual Firm or Company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the persons composing the firm or Company or the successors of the firm or company and the permitted assigns of such individual or firm or Company.
- d) "The Officer-In charge" means, the Officer deputed by the respective area HOD to supervise the work or part of the work.
- e) "Approved" and "Directed" means, the approval or direction of the respective area HOD or person deputed by him for the particular purposes.
- f) "BHARAT HEAVY ELECTRICALS LIMITED" (hereinafter referred to as BHEL) shall mean the Board of Directors, Chairman, Executive Director, General Manager or, other Administrative Officer of the said Company including DGM / WCM authorised to invite Tenders and enter into contract for works on behalf of the Company.
- g) The "Contract sum" means, the sum accepted or the sum calculated in accordance with the prices accepted in Tender and / or the contract rates as payable to the contractor for the execution of the work during the currency of the contract.
- h) A "week" means, Seven Days, without regard to the number of hours worked or not worked in any day in that week.
- i) A "day" means, the day of 24 hours (TWENTY-FOUR) irrespective of the number of hours worked or not worked in that day.

### **2. Heading to the Contract Conditions:**

The heading to these conditions shall not affect the interpretations thereof.

### **3. DEVIATIONS:**

The contractor shall not carry out any work not covered by schedule except in pursuance of the written instructions of the respective area HOD/WCM. No such work shall be valid unless the same has been specifically confirmed and accepted by BHEL in writing and incorporated in the Contract.

### **4. Work to Be Carried Out:**

The Contract shall include all labour which may be required for the execution of the work.

The Contractor will be deemed to have satisfied himself as to the nature of the site, local facilities of access and all matters affecting the execution of the work. No. extra charges consequent on any misunderstanding in these respects or otherwise will be allowed.

### **5. Assignment of Transfer of Contract:**

The Contractor shall not, assign or transfer the contract or any part thereof, or any share, or interest thereon to any other persons.

### **6. Sub-Contract:**

The Contractor shall not sublet any portion of the contract.

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**7. Compliance to Regulations and Bye-Laws:**

The Contractor shall confirm to the provisions of any statute relating to the work and regulations and Bye-laws of any local authority. The Contractor shall be bound to give all notices required by statutory regulations or by-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

**8. Security Deposit (SD):**

Security Deposit shall be paid by the successful tenderer. The rate of Security Deposit will be 10% of One Month Total Wages allocated for the Contractor. The security deposit should be submitted before start of the work by the contractor.

Security deposit may be furnished in any one of the following terms:-

- i) Pay Order, Demand Draft in favour of BHEL.
- ii) Local cheque of scheduled banks, subject to realization.
- iii) Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of the Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).
- iv) Bank Guarantee from Scheduled Banks. The Bank Guarantee format should have the approval of BHEL.
- v) The security deposit shall not carry any interest.

**General Terms related to SD:**

- The security Deposit will not carry any interest.
- Security Deposit shall be released to the contractor upon fulfilment of Contractual obligations as per terms of contract.
- BHEL, shall not be responsible for any loss of securities due to liquidation or any other reason whatsoever or any depreciation in the value of the Securities while in their charge or for any loss of interest thereon.
- NOTE: Acceptance of Security Deposit against Sl. No. (iii), (iv) and (v) above will be subject to hypothecation or endorsement on the documents (Signature of the Branch Manager must be present) in favor of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.

**Collection of Security Deposit:**

- LOI will be issued separately through mail, Security Deposit has to be deposited within 7 days of LOI.
- 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.
- All compensation or other sums of money payable by the contractor to BHEL under the terms of this contract or under any other contract with BHEL, may be deducted from the Security Deposit or realized by the sale of the securities or from the interest arising there from or from any sums which may be due or may become due to the contractor payable by BHEL, on any account whatsoever against this contract of any other contract with BHEL and in the event of his Security Deposit being reduced by reason of such deductions or sale as aforesaid, the Contractor shall within seven days thereafter make good in cash or in securities endorsed as aforesaid, any sum or sums by which the security Deposit has been so reduced.
- In case of an Award of a Contract and if the Contractor fails to perform or does not comply with the Performance Evaluation Criteria, the Security Deposit will not be refunded / Bank Guarantee encashed.
- The Bank Guarantee shall be kept valid until the due date for refund of Security Deposit.

**REFUND OF SECURITY DEPOSIT:**

Security Deposit will be refunded on completion of the work and after the expiry of the maintenance period, if any, provided always that the Contractor shall first have been paid the last and final bill and have rendered a "NO DEMAND CERTIFICATE". In case no maintenance period is applicable, then 100% of security Deposit will be refunded after providing "NO DEMAND CERTIFICATE" by the contractor as per format provide by BHEL.

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**9. GOODS & SERVICE TAX (GST) REGISTRATION & COMPLIANCE:**

At the time of bill passing, the contractor shall submit the copy of the remitted GST challan of previous month / Quarter as proof of GST remitted to tax authorities and also a Certificate Stating that "GST Collected from BHEL has been remitted to tax authorities".

For services / supplies after implementation of New GST Return System i.e. from 01/10/2019, the following conditions will apply and contractor shall fully comply to the below points.

- a) Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration Number (GSTIN) which should be clearly mentioned in the offer. If the dealer is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer. Dealers under composition scheme should declare that he is a composition dealer supported by the screen shot taken from GSTN portal. The unregistered dealer as well as the composition dealer has to submit an undertaking stating that they will not claim GST during the execution of the contract even if their status under GST changes to regular tax payer. The dealer has to submit necessary documents if there is any change in status under GST.
- b) Supplier shall mention their GSTIN in all their invoices (incl. credit Notes, Debit Notes) and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No. which is linked/uploaded in GSTN network shall be clearly indicated), Billed to party (with GSTIN) & Shipped to party details, item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, Place of Supply etc. **Wherever E-Invoice is applicable, the tax invoice/ CN / DN submitted by the vendor must contain the QR code generated in E-Invoice Portal & IRN.**
- c) All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
- d) Invoices will be processed only upon completion of statutory requirement and further subject to following:
  - i. Vendor declaring such invoice in their GSTR-1 Return/ IFF
  - ii. Receipt of Goods or Services and Tax invoice by BHEL
- e) As the continuous uploading of tax invoices in GSTN portal (in GSTR-1/ IFF) is available for all (i.e. both Small & Large) tax payers, all invoices raised on BHEL may be uploaded immediately in GST portal on dispatch of material /rendering of services. The supplier shall ensure availability of Invoice in GSTN portal before submission of invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's GSTR-2A/ GSTR-2B).
- f) In case of discrepancy in the data uploaded by the supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month informed by BHEL.
- g) In cases where invoice details have been uploaded by the vendor but failed to remit the GST amount to GST Department (Form PMT-08 or Form GST RET-01 to be submitted) within stipulated time, then GST paid on the invoices pertaining to the month for which GST return not filed by the vendor will be recovered from the vendor along with the applicable interest (currently 24% p.a) and all subsequent bills of the vendor will not be processed till filing of the GST return by the vendor.
- h) In case GST credit is denied to BHEL due to non-receipt or delayed receipt of goods and/ or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount claimed in the invoice shall be disallowed to the vendor.
- i) Where any GST liability arising on BHEL under Reverse Charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the vendor.
- j) Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contracts. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Tax Invoice will be issued by BHEL indicating the respective supply invoice number.
- k) GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 Central Tax dated 13.09.2018. GST TDS certificate will be generated in GSTN portal subsequent to vendor



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accepting the TDS deduction in the GSTN portal & the vendor can directly download the Certificate from the GSTN Portal.

- l) In case any changes in taxes and duties as per Gov. Notification (including GST), the same shall be applicable from time to time.

**GST will be charged on the**

- 1. SD amount forfeited from the bidder at the applicable rates.**
- 2. Risk purchase amount forfeited from the bidder at the applicable rates**

**GST tax Invoice will be issued to the vendor on receipt/recovery of GST amount from the vendor”.**

**10. Orders under the Contract:**

All orders, notices etc. to be given under the contract shall be in writing, typescript or printed and if sent by registered post to the address given in the Tender of the Contract, shall be deemed to have been served on the date, when in the ordinary course they would have been delivered to him. The Contractor shall carry out without delay all orders given to him.

**11. Contractor's Supervision:**

1. The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to BHEL Officials.
2. Orders given to the Contractor's agent shall be considered to have the same force as if they have been given to the Contractor himself.
3. The Contractor or his accredited agent shall attend when required without making any claim for doing so to the OFFICER-INCHARGE, to receive instructions.
4. The respective area HOD shall have full powers and without assigning any reason, requires the Contractor to immediately cease to employ in connection with this contract, any agent, servant or employee where continued employment is, in his opinion undesirable. The Contractor shall not be allowed any compensation on this account.

**12. Payment to employees engaged by the contractor:**

1. The Contractor shall remain liable for the payment of all wages and other payments in connection with the employees engaged by him and with regard to the work.
2. The Contractor shall comply with the applicable provisions of Payment of Wages Act-1936, Minimum Wages Act-1948, Employees' Liability Act-1938, Employees' Compensation Act-1923, Payment of Bonus, EPF and Miscellaneous Provisions Act-1952, Employees' State Insurance Act-1948 and other relevant Acts and rules framed, thereunder from time to time.
3. Contractor shall be responsible for making payment of wages within 7days from the last day of wage period and shall obtain the signature at the end of entries in the wage register from area in-charge of contract operating department. If the 7<sup>th</sup> days falls on Sunday or holiday the payment should be made on the previous working day
4. Contractor shall have/ obtain license under the Contract Labour (Regulation and Abolition) Act-1970.
5. Contractor should ensure that minimum wages as per DGR. Contractors shall pay inclusive of bonus after remitting PF & ESI contributions, are paid to his employees only in their respective nationalized bank accounts by means of NEFT/ RTGS/ IMPS.

Any changes in manpower should be informed to the executive in-charge of Contract execution department before engaging them along with the details.

While submitting the bills, the contractor should submit a proof of payment made to employees only through nationalized bank, along with PF and ESI contribution challans if applicable to contract cell every month for effecting payment by BHEL. Otherwise, payment to the bills will not be processed.

In addition, the contractor has to submit wage register as a proof for payment of Minimum wages as per prevailing acts, for getting payment from BHEL.

6. The contractor shall remit the salary/wages of their workmen ONLY through nationalized Bank, directly to the salary/savings account of the employee concerned. monthly clearance will be given in respect of those contractors, only if the salary/wages to the workmen concerned has been remitted.

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The relevant Bank statement/proof of payment should be produced along with PF and ESI challans every month.

If the Contractor employs more than twenty employees, he has to obtain License to this effect from the Factory Inspectorate and renew the same periodically.

7. The Contractor should follow and comply with Minimum Wages, ESI, PF, Bonus, Group Insurance and other statutory regulations as stipulated in Factories Act and other applicable State / Central Governments' rules & regulations.
8. **Each contract employees must have his own PF and ESI Codes and comply with the relevant Acts.**
9. **The Contract workers should be fully aware of safety measures and observe all safety precautions during work. The Contractor should also make his own arrangements to provide requisite safety devices to the workers, based on the nature of work. Any accident / incident occurring to his workers in Company's premises should be reported in writing by the Contractor to Safety, Contract cell and Line Executive concerned.**
10. Contractor shall maintain proper records of PF, EDLI, Pension, ESI contribution, administrative charges etc., wherever applicable and shall produce proof of deductions as well as remittances. Contractor shall issue wage slips to his employees. Indicative lists as follows, which shall be maintained neatly, completely and legibly for inspection by various statutory authorities and the company officials even at short notice:
  - (a) Form XIII - Register of Workmen employed by contractor (Rule 75)
  - (b) Form XIV - Employment card issued by contractor (rule 76)
  - (c) Form XVI - Muster Roll (Rule 78(1) (a) (i))
  - (d) Form XVII - Register of Wages (Rule 78(1) (a) (i))
  - (e) Form XVIII - Register of wages-cum Muster Roll (in case of weekly Payment)
  - (f) Form XIX - Wage Slip (Rule 78) (b)
  - (g) Form XX - Register of deduction for damages of loss (Rule 78) (1) (a) (ii)
  - (h) Form XXI - Register of files (Rule 78) (1) (a) (ii)
  - (i) Form XXII - Register of advance (Rule 78) (1) (a) (ii)
  - (j) Form XXIII - Register of overtime (Rule 78) (1) (a) (iii)
  - (k) Form XXIV - Return to be sent by the contractor to licensing officer (Rule 82)
  - (l) any other records/registers required to be maintained by the contractors under statutory provisions applicable to him.

**13. Precautions against Risk:**

The Contractor shall be responsible for providing at his own expense for all precautions to prevent loss or damage from any and all risks and to minimize the amount of any such loss or damage and for the necessary steps to be taken for the said purpose.

**14. Damage & Loss to Private Property & Injury to workmen:**

The Contractor shall at his own expense reinstate and make good to the satisfaction of the respective area HOD and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Employees Compensation Act or otherwise.

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**15. Laws Governing the Contract:**

The Indian Laws shall govern the contract for the time being in force.

**16. Cancellation of Contract for Corrupt Acts:**

BHEL, whose decision shall be final and conclusive, shall without prejudice to any other right or remedy which shall have accrued, shall accrue thereafter to BHEL cancel the contract in any of the following cases and the Contractor shall be liable to make payment to BHEL for any loss or damage resulting from any such cancellation to the same extent as provided in the case of cancellation for default.

If the Contractor shall:

- a) Offer or give or agree to give to any person in BHEL service any gift or consideration of any kind, as an inducement or reward for doing or for bearing to do or for having done or for having borne to do any act, in relation to the obtaining or execution of this or any other contract for BHEL service,  
OR
- b) Enter into a contract with BHEL in connection with which commission has been paid or agreed to be paid by him or with his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to BHEL,  
OR
- c) To obtain' a contract with BHEL as a result of ring Tendering or by non-bonafide methods of competitive Tendering, without first disclosing the fact in writing to BHEL.

**17. Cancellation of Contract for Insolvency Assignment of Transfer or Subletting of Contract:**

BHEL, without prejudice to any other right or remedy, which shall have accrued or shall accrue thereafter to BHEL, shall cancel the contract in any of the following cases:

If the Contractor,

- a) Being an individual or if a firm any partner thereof shall at any time be adjudged bankrupt or have a receiving order for administration of his estate, made against him or shall take any proceedings for liquidation or composition under any bankruptcy Act or assignment of his effects of composition or arrangement for the benefit of his creditors or purport to do so, or if any application made under any Bankruptcy Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him on behalf of his creditors.  
OR
- b) Being a Company, shall pass a resolution or Court shall make an order for the liquidation of its assets, or a receiver or Manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or Manager.  
OR
- c) **Assigns, Transfers, Sublets or attempts to assign, transfer or sublet any portion of the work.**
- d) Labour engaged by the contractor should be disciplined & exhibit good behavior in dealing with employees of BHEL. Any misbehavior or undesirable conduct of any person engaged by the contractor is reported, contractor shall change that person immediately or else it may even lead to termination of the contract & in such case security deposit will be forfeited as penalty.

**18. Cancellation of Contract in Part or Full for Contractor's Default:**

If the contractor:

- a) makes default in carrying out the work as directed and continues in that state after a reasonable notice from the respective area HOD or his authorized representative:
- b) fails to comply with any of the terms & conditions of the contract or failure to comply orders after reasonable notice in writing with orders properly issued thereunder:  
BHEL, may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the contract as whole or in part thereof or only such work order or items of work in default from the contract. Whenever BHEL exercises the authority to cancel the contract as a whole or part under this condition, BHEL may complete the work at the contractor's risk and cost (as certified by the respective area HOD which is final and conclusive) being less than the contract cost, the advantage shall accrue to BHEL. If the cost exceeds the money due to the Contractor under this contract, the Contractor shall either pay the excess amount ordered by the respective area HOD or the same shall be recovered from the Contractor by other means. In case BHEL carries out the work or any part thereof

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under the provisions of the conditions the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or labour provided by BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the respective area HOD whose decision shall be final and conclusive.

**19. Termination of Contract on Death of Contractor:**

Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, or if the firm is dissolved or the company is liquidated, BHEL shall have the option of terminating the contract without compensation to the Contractor.

**20. Special Power to Termination:**

If at any time after the award of contract, BHEL shall for any reason whatsoever not require whole or any part of the work to be carried out the respective area HOD shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the foreclosing of the work.

**21. 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 or any sum then due or which at any time thereafter may become due to Contractor under the contract or under any other contract with BHEL or from his Security Deposit unless the contractor pays the claim on demand.

**22. Post- Technical Audit of Work and Bills:**

BHEL reserves the right to carry out the post-payment Audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc., and enforce recovery of any sum becoming due as a result thereof in the manner provided in the presiding sub- paragraphs. However, no such recovery shall be enforced after three years of passing the final bill.

**23. Force Majeure Clause:**

If, at any time during the continuance of this Contract the performance in whole or in part by either party of any obligations under this Contract shall be prevented or delayed by reason of any War, Hostile acts of the public enemy Civil Commotion, Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, Earthquake etc. ) then provided notice of happening of any such event is given by either party to other within 7 days from the date of occurrence thereof neither of the parties shall by reason of such event be entitled to terminate this Contract or claim for damages against the other in respect of such non-performance or delay for such period. Performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event, claims for extension of time may be granted for periods considered reasonable by the respective area HOD at his discretion subject to prompt notification by the contractor.

**24. SUBMISSION OF BILLS BY CONTRACTOR:** Bills should be submitted within a week after execution of work during the calendar month. The Contractor shall submit a bill in triplicate detailing the various items of work done during the month supported by the requisitions issued from time to time. The Contractor shall, once in every month, submit to the end user / executing agency, separately details of his claims for the work done by him up to and including the previous month which are not covered by his contract agreement in any of the following respects:

- a) Deviation from the items provided in the contract documents.
- b) Extra items / new items of work.
- c) Items in-respect of which rates have not been settled. He should in addition furnish a clear certificate to the effect that the claims submitted by him as aforesaid cover all his claims and that no further claims shall be raised by him in respect of the work done up to and including the period under report.
- d) Tenderer has to quote rates both in figures and in words for all the items given in the Bill of Quantities provided.



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- e) Along with bills, Contractors has to furnish self-attested copy of the following documents for further processing of bills:
- f) Copy of PAN card.
- g) Documentary proof for payment of PF/ESI (for the last month) with respect to the employees engaged by the contractor with payment details relating to individual names to be submitted.
- h) Copy of payment challan of previous Month / Quarter as proof of deposit of GST along with a certificate from the Contractor that tax collected from BHEL has been remitted to tax authorities.
- i) If the Contractor is not registered for any statutory obligation and not liable there to, then a declaration shall be submitted along with offer that they are within the threshold limit.

Any other relevant document which is required from time to time as per BHEL requirement.

**25. PAYMENT OF BILLS:** All payments to be made to the contractor, under this contract shall be through Electronic Fund Transfer (EFT) only as per payment terms.

- a) Payment will be made after completion of work as per tender conditions on acceptance and certification of bills by respective area Executive in charge.
- b) Statutory deduction like IT etc. will be deducted from contractor payment as required by Law.

**EXTENTION OF CONTRACT:** One or more extensions of the Contract may be done with mutual agreement between BHEL, Trichy and the approved Contractor. Such agreements shall be based on acceptance of the lowest rates and terms & conditions of the corresponding contract.

**27. Arbitration and conciliation / Resolution of Disputes:**

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

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

Notes:

- 1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.
- 2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Annexure ... to the Terms and conditions of the Tender. The Annexure (as below) together with its appendices will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in the terms and conditions of the Tender.

Except as provided elsewhere in this Contract, 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 Head of the BHEL, Trichy.

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 at BHEL premises, Trichy.

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

Subject to the arbitration in terms of Clause above, the Courts at TRICHY shall have exclusive jurisdiction



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over any matter arising out of or in connection with this Contract.

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

**In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:**

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred by either Party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the Parties to the dispute, provided, however, any Party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the Parties hereto finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

**Annexure**

**BRIEF PROCEDURE FOR CONDUCT OF CONCILIATION PROCEEDINGS**

1. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided herein:
2. The party desirous of resorting to Conciliation shall send an invitation/notice in writing to the other party to conciliate specifying all points of Disputes with details of the amount claimed. The party concerned shall not raise any new issue thereafter. Parties shall also not claim any interest on claims/counter-claims from the date of notice invoking Conciliation till the conclusion of the Conciliation proceedings.
3. The party receiving the invitation/notice for Conciliation shall within 30 days of receipt of the notice of Conciliation intimate its consent for Conciliation along with its counter-claims, if any.
4. The Conciliation in a matter involving claim or counter-claim (whichever is higher) up to Rs 5 crores shall be carried out by sole Conciliator nominated by BHEL while in a matter involving claim or counterclaim (whichever is higher) of more than Rs 5 crores.
5. Conciliation shall be carried out by 3 Conciliators nominated by BHEL.
6. The Parties shall be represented by only their duly authorized in-house executives/officers and neither Party shall be represented by a Lawyer.
7. The first meeting of the IEC shall be convened by the IEC by sending appropriate communication/notice to both the parties as soon as possible but not later than 30 days from the date of his/their appointment. The hearings in the Conciliation proceeding shall ordinarily be concluded within two (2) months and, in exceptional cases where parties have expressed willingness to settle the matter or there exists possibility of settlement in the matter, the proceedings may be extended by the IEC by a maximum of further 2 months with the consent of the Parties subject to cogent reasons being recorded in writing.
8. The IEC shall thereafter formulate recommendations for settlement of the Disputes supported by reasons at the earliest but in any case within 15 days from the date of conclusion of the last hearing. The recommendations so formulated along with the reasons shall be furnished by the IEC to both the Parties at the earliest but in any case within 1 month from the date of conclusion of the last hearing.
9. Response/modifications/suggestions of the Parties on the recommendations of the IEC are to be submitted to the IEC within time limit stipulated by the IEC but not more than 15 days from the date of receipt of the recommendations from the IEC.
10. In the event, upon consideration, further review of the recommendations is considered necessary, whether by BHEL or by the other Party, then, the matter can be remitted back to the IEC with request to reconsider the same in light of the issues projected by either/both the Parties and to submit its

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recommendations thereon within the following 15 days from the date of remitting of the case by either of the Parties.

11. Upon the recommendations by the Parties, with or without modifications, as considered necessary, the IEC shall be called upon to draw up the Draft Settlement Agreement in terms of the recommendations.
12. When a consensus can be arrived at between the parties only in regard to any one or some of the issues referred for Conciliation the draft Settlement Agreement shall be accordingly formulated in regard to the said Issue(s), and the said Settlement Agreement, if signed, by the parties, shall be valid only for the said issues. As regards the balance issues not settled, the parties may seek to resolve them further as per terms and conditions provided in the contract.
13. In case no settlement can be reached between the parties, the IEC shall by a written declaration, pronounce that the Conciliation between the parties has failed and is accordingly terminated.
14. Unless the Conciliation proceedings are terminated in terms of para 22 (b), (c) & (d) herein below, the IEC shall forward his/its recommendations as to possible terms of settlement within one (1) month from the date of last hearing. The date of first hearing of Conciliation shall be the starting date for calculating the period of 2 months.
15. In case of 3 members IEC, 2 members of IEC present will constitute a valid quorum for IEC and meeting can take place to proceed in the matter after seeking consent from the member who is not available. If necessary, videoconferencing may be arranged for facilitating participation of the members. However, the IEC recommendations will be signed by all members. Where there is more than one (1) Conciliator, as a general rule they shall act jointly. In the event of differences between the Members of IEC, the decision/recommendations of the majority of the Members of IEC shall prevail and be construed as the recommendation of the IEC.
16. The Draft Settlement Agreement prepared by the IEC in terms of the consensus arrived at during the Conciliation proceedings between the Parties shall be given by the IEC to both the parties for putting up for approval of their respective Competent Authority.
17. Before submitting the draft settlement agreement to BHEL's Competent Authority viz. the Board Level Committee on Alternative Dispute Resolution (BLCADR) for approval, concurrence of the other party's Competent Authority to the draft settlement agreement shall be obtained by the other party and informed to BHEL within 15 days of receipt of the final draft settlement agreement by it. Upon approval by the Competent Authority, the Settlement Agreement would thereafter be signed by the authorized representatives of both the Parties and authenticated by the members of the IEC.
18. In case the Draft Settlement Agreement is rejected by the Competent Authority of BHEL or the other Party, the Conciliation proceedings would stand terminated.
19. A Settlement Agreement shall contain a statement to the effect that each of the person(s) signing thereto (i) is fully authorized by the respective Party(ies) he/she represents, (ii) has fully understood the contents of the same and (iii) is signing on the same out of complete freewill and consent, without any pressure, undue influence.
20. The Settlement Agreement shall thereafter have the same legal status and effect as an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal passed under section 30 of the Arbitration and Conciliation Act, 1996.
21. Acceptance of the Draft Settlement Agreement/recommendations of the Conciliator and/or signing of the Settlement Agreement by BHEL shall however, be subject to withdrawal/closure of any arbitral and/or judicial proceedings initiated by the concerned Party in regard to such settled issues.
22. Unless otherwise provided for in the agreement, contract or the Memorandum of Understanding, as the case may be, in the event of likelihood of prolonged absence of the Conciliator or any member of IEC, for any reason/incapacity, the Competent Authority/Head of Unit/Division/Region/Business Group of BHEL may substitute the Conciliator or such member at any stage of the proceedings. Upon appointment of the substitute Conciliator(s), such reconstituted IEC may, with the consent of the Parties, proceed with further Conciliation into the matter either de-novo or from the stage already reached by the previous IEC before the substitution.
23. The proceedings of Conciliation under this Scheme may be terminated as follows:
  - a. On the date of signing of the Settlement agreement by the Parties; or,

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- b. By a written declaration of the IEC, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of the declaration; or,
  - c. By a written declaration of the Parties addressed to the IEC to the effect that the Conciliation proceedings are terminated, on the date of the declaration; or,
  - d. By a written declaration of a Party to the other Party and the IEC, if appointed, to the effect that the Conciliation proceedings are terminated, on the date of the declaration.
  - e. On rejection of the Draft Settlement Agreement by the Competent Authority of BHEL or the other Party.
24. The Conciliator(s) shall be entitled to following fees and facilities:

Sl No		Particulars	Amount
1		Sitting fees	Each Member shall be paid a Lump Sum fee of Rs 75,000/- for the whole case payable in terms of paragraph No. 27 herein below.
2		Towards drafting of settlement agreement	In cases involving claim and/or counter-claim of up to Rs 5crores. Rs 50,000/- (Sole Conciliator)
			In cases involving claim and/or counter-claim of exceeding Rs 5 crores but less than Rs 10 crores. Rs 75,000 (per Conciliator) In cases involving claim and/or counter-claim of more than Rs 10 crores. Rs 1,00,000/- (per Conciliator) Note: The aforesaid fees for the drafting of the Settlement Agreement shall be paid on Signing of the Settlement Agreement after approval of the Competent Authority or Rejection of the proposed Settlement Agreement by the Competent Authority of BHEL.
3		Secretarial expenses	Rs 10,000/- (one time) for the whole case for Conciliation by a Sole Member IEC. Where Conciliation is by multi member Conciliators –Rs 30,000/- (one time)- to be paid to the IEC
4		Travel and transportation and stay at outstation Retired Senior Officials of other Public Sector Undertakings (pay scale wise equivalent to or more than E-8 level of BHEL)	As per entitlement of the equivalent officer (pay scale wise) in BHEL.
		Others	As per the extant entitlement of whole time Functional Directors in BHEL.
			Ordinarily, the IEC Member(s) would be entitled to travel by air Economy Class.

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5		Venue for meeting	Unless otherwise agreed in the agreement, contract or the Memorandum of Understanding, as the case may be, the venue/seat of proceedings shall be the location of the concerned Unit / Division / Region / Business Group of BHEL. Without prejudice to the seat/venue of the Conciliation being at the location of concerned BHEL Unit / Division / Region / Business Group, the IEC after consulting the Parties may decide to hold the proceedings at any other place/venue to facilitate the proceedings. Unless, Parties agree to conduct Conciliation at BHEL premises, the venue is to be arranged by either Party alternately.
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25. The parties will bear their own costs including cost of presenting their cases / evidence / witness(es) / expert(s) on their behalf. The parties agree to rely upon documentary evidence in support of their claims and not to bring any oral evidence in IEC proceedings.
26. If any witness(es) or expert(s) is/are, with the consent of the parties, called upon to appear at the instance of the IEC in connection with the matter, then, the costs towards such witness(es)/expert(s) shall be determined by the IEC with the consent of the Parties and the cost so determined shall be borne equally by the Parties.
27. The other expenditures/costs in connection with the Conciliation proceedings as well as the IEC's fees and expenses shall be shared by the Parties equally.
28. Out of the lump sum fees of Rs 75,000/- for Sitting Fees, 50% shall be payable after the first meeting of the IEC and the remaining 50% of the Sitting Fees shall be payable only after termination of the conciliation proceedings in terms of para 22 hereinabove.
29. The travelling, transportation and stay at outstation shall be arranged by concerned Unit as per entitlements as per Serial No. 3 of the Table at para 23 above, and in case such arrangements are not made by the BHEL Unit, the same shall be reimbursed to the IEC on actuals limited to their entitlement as per Serial No. 4 of the Table at Para 23 above against supporting documents. The IEC Member(s) shall submit necessary invoice for claiming the fees/reimbursements.
30. The Parties shall keep confidential all matters relating to the conciliation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of its implementation and enforcement or as required by or under a law or as per directions of a Court/Governmental authority/ regulatory body, as the case may be.
31. The Parties shall not rely upon or introduce as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the Disputes that is the subject of the Conciliation proceedings:
  - a. Views expressed or suggestions made by the other party in respect of a possible settlement of the Disputes;
  - b. admissions made by the other party in the course of the Conciliator proceedings;
  - c. proposals made by the Conciliator;
  - d. The fact that the other Party had indicated his willingness to accept a proposal for settlement made by the Conciliator.
32. The Parties shall not present the Conciliator(s) as witness in any Alternative Dispute Resolution or Judicial proceedings in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.
33. None of the Conciliators shall act as an arbitrator or as a representative or counsel of a Party in any arbitral or judicial proceeding in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.
34. The Parties shall not initiate, during the Conciliation proceedings, any arbitral or judicial proceedings in respect of a Disputes that is the subject matter of the Conciliation proceedings except that a Party may initiate arbitral or judicial proceedings where, in his opinion, such proceedings are necessary for preserving his rights including for preventing expiry of period of limitation. Unless terminated as per

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the provisions of this Scheme, the Conciliation proceedings shall continue notwithstanding the commencement of the arbitral or judicial proceedings and the arbitral or judicial proceedings shall be primarily for the purpose of preserving rights including preventing expiry of period of limitation.

35. The official language of Conciliation proceedings under this Scheme shall be English unless the Parties agree to some other language.

**Appendix I**

**FORMAT FOR SEEKING CONSENT FOR REFERRING THE DISPUTES TO CONCILIATION THROUGH IEC**

To,

M/s. (Stakeholder's name)

**Sub: Resolution of the Disputes through conciliation by Independent Expert Committee (IEC).**

Ref: Contract No/MoU/Agreement/LOI/LOA& date \_\_\_\_\_.

Sir,

With reference to above referred Contract/MoU/Agreement/LOI/LOA, you have raised certain Disputes/claims. Vide your letter dated\_\_\_\_ you have requested BHEL to refer the Disputes/claims to IEC for Conciliation.

We are enclosing herewith Format (3) for giving consent and the terms and conditions of BHEL Conciliation Scheme, 2018 governing conciliation through IEC. You are requested to give your unconditional consent to the said terms and conditions of the Scheme by returning the same duly sealed and signed on each page. On receipt of your consent, matter will be put to the Competent Authority for consideration and decision.

Please note that BHEL has also certain claims against you (if applicable). BHEL reserves its right to agree or not to agree conciliation of the said disputes through BHEL and this letter is being issued without prejudice to BHEL's rights and contentions available under the contract and law.

Yours faithfully,

**Representative of BHEL**

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**NAME OF WORK: SERVICE CONTRACT FOR SUPPLY OF MEN SECURITY GUARDS AND SECURITY SUPERVISORS FOR SPECIFIC SECURITY DUTIES AT BHEL- TRICHY FACTORY AREA FOR 2024-26**

**Enquiry No: 94724 00049/ 07.06.2024**

**Appendix II**

**FORMAT FOR GIVING CONSENT BY CONTRACTOR / VENDOR / CUSTOMER / COLLABORATOR / CONSORTIUM PARTNERS FOR REFERRING THE DISPUTES TO CONCILIATION THROUGH IEC**

To,  
BHEL

**Sub: Resolution of Disputes through Conciliation by Independent Expert Committee (IEC).**

Ref: Contract/MoU/Agreement/LOI/LOA No & date\_\_\_\_

With reference to above referred contract, our following bills/invoices/claims submitted to BHEL are still unpaid giving rise to Disputes:

SL. no.	Claim Description	Bill submitted to BHEL (no. and date)	Amount of the bill/claim	Amount received from BHEL	Outstanding Amount

Accordingly, we request you to kindly refer the Disputes in respect of above claims to IEC for Conciliation.

We hereby agree and give our unconditional consent to the terms and conditions of BHEL Conciliation Scheme, 2018 governing conciliation through IEC. We have signed the same on each page and enclosed it for your consideration. Yours faithfully,

**(Signature with stamp)**

**Authorized Representative of Contractor**

**Name, with designation Date**

**Appendix III**

**STATEMENT OF CLAIMS/COUNTER CLAIMS TO BE SUBMITTED TO THE IEC BY BOTH THE PARTIES**

1. Chronology of the Disputes
2. Brief of the Contract/MoU/Agreement/LOI/LOA
3. Brief history of the Disputes:
4. Issues:
5. Details of Claim(s)/Counter Claim(s):

Sl. No.	Description of claim(s)/ Counter Claim	Amount (in INR) Or currency applicable in the contract	Relevant contract clause

6. Basis/Ground of claim(s)/counter claim(s) (along with relevant clause of contract).

**Note-** The Statement of Claims/Counter Claims may ideally be restricted to maximum limit of 20 pages. Relevant documents may be compiled and submitted along with the statement of Claims/Counter Claims. The statement of Claims/Counter Claims is to be submitted to all IEC members and to the other party by post as well as by email.

**28. JURISDICTION:**

In case of any suit or other legal proceedings arising under or relating to this Contract, the courts at Trichy, Tamil Nadu only shall have the Jurisdiction and is only after exhausting the, Arbitration Clause.

**29. SECRECY OF CONFIDENTIAL INFORMATION:**

The Contractor undertakes and agrees that he/it will not disclose or reveal in part or full the proprietary/confidential information, which terms shall mean and include patents, trademarks, service marks, registered designs, copyright, design rights, know-how, confidential information, trade and business names and any other similar protected information of BHEL received during negotiation or currency of the contract to any third party or governmental authorities without written permission from BHEL. In the event of termination or expiry of the contract, the contractor shall return all proprietary/confidential information to BHEL. This clause shall survive termination or expiry of the contract.

BHEL reserves the right to initiate appropriate action including legal proceeds / termination of contract, recovery of damages, penalties etc., if the contractor is found guilty / wrong usage of the documents given by BHEL for any unauthorised activity.

**30. SIGNING OF CONTRACT:**

Each contract document shall be signed by the Contractor with his usual signature.

**31. FRAUD PREVENTION POLICY:**

The Bidder along with its associate / collaborators / 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 fraud or suspected fraud as soon as it comes to their notice”.

Fraud Prevention policy and List of Nodal Officers shall be hosted on BHEL website, vendor portals of Units / Regions intranet.

**32. BREACH OF CONTRACT / RISK PURCHASE:**

In case of breach of contract, wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is 10% of the contract value or more, such security instruments to the extent of 10% contract value will be encashed. In case no security instruments are available or the value of the security instruments available is less than 10% of the contract value, the 10% of the contract value or the balance amount, as the case may be, will be recovered in all or any of the following manners:

- a. from dues available in the form of Bills payable to defaulted supplier against the same contract.
- b. from the dues payable to defaulted supplier against other contracts in the same Region/Unit /any other region/unit
- c. In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier.

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

**33. Biometric Entry/Exit System for Contract Workmen:**

1. The Entry/ Exit of the employees engaged by contractor is to be regulated only through Biometric system.
2. The contractor should arrange photo coverage for all his/her employees within the above stipulated time.
3. The contractor has to submit FORM-I for all his/her contract employees. All the particulars required in FORM-I are to be provided by the contractor without fail.
4. Every employee of the Contractor shall be provided with Employment Card as per Form XIV (as per Rule 76 of the Contract Labour (Central) Rules, 1971 and the contractor shall instruct its employees to carry the Employment Card as well as Entry Card without fail, while entering/exiting factory.
5. The contractor should educate his employees in registering the attendance through the system.
6. Whenever a contract employee migrates or leaves service of the contractor, the contractor has to surrender the biometric card of the particular employee to Contract Cell with immediate effect, without fail.

**NAME OF WORK: SERVICE CONTRACT FOR SUPPLY OF MEN SECURITY GUARDS AND SECURITY SUPERVISORS FOR SPECIFIC SECURITY DUTIES AT BHEL- TRICHY FACTORY AREA FOR 2024-26**

**Enquiry No: 94724 00049/ 07.06.2024**

7. On completion of the work, the contractor has to surrender all the biometric entry cards issued to its employees immediately to the contract cell. Otherwise, an amount of Rs.200/- per card will be deducted from the final bill/security deposit of the contractor.
8. If any contract employee lose his/her entry card, the contractor shall arrange a duplicate entry card for the employee by paying an amount of Rs.200/-.
9. The Contractor is totally responsible for the biometric cards issued to his/her employee.
10. The Contractor has to indemnify BHEL for all the damages and losses caused by his/her employees.

**34. Notices of Accidents:**

In the event of an accident the Contractor shall be required to fill injury report and submit to the Engineer in charge immediately and ensure compliance of ESI / Workmen's Compensation of accident as per the Act.

The Contractor shall get the Contract personnel engaged by him insured under workmen's compensation policy from any Insurance company in India before actually starting the work. The Insurance coverage should be for the entire period of Contract. The Contractor shall comply with the provisions of the Workmen's Compensation Act 1923. (This should be read in connection with the provisions of ESI Act.)

**35. Government Law's covering Under This Contract:**

**1. The Factories Act, 1948:**

Section 32: Floors, stairs and means of access shall be properly maintained to ensure safety. Every place of working should have safe access. When any person has to work at a height from which he is likely to fall, provision shall be made, so far as is reasonably practicable, by fencing or otherwise, to ensure the safety of person so working.

**2. Tamil Nadu Factories Rules, 1950**

Rule 96: Notification of accidents: Shall be complied with as required in the Factories Act (Section 88 and Section 88A) and Tamil Nadu Factories Rules.

The Contractor shall in respect of Personnel employed by him either directly or through sub-Contractors, comply with or cause to be complied with following statutory provisions and rules and in regard to all matters provided therein.

The Contract Labour (Regulation & Abolition) Act 1970 and the related Rules.

- a. The minimum wages Act 1948 and the related rules
- b. The payment of wages Act 1936 and the related rules.
- c. The Factories Act 1948 and related Tamil Nadu Rules.
- d. The Employees' Provident Fund & Miscellaneous provisions Act 1952.
- e. The Employees State Insurance Act 1948.
- f. Workmen Compensation Act 1923 Payment of Bonus Act 1965
- g. Maternity Benefit Act, 1961
- h. Payment of Gratuity Act, 1972
- i. Inter-State Migrant Workmen (Regulation of Employment & Conditions of Service) Act, 1979
- j. Equal Remuneration Act, 1976
- k. Industrial Employment (Standing Order) Act, 1960 (In case of engaging 100 or more personnel)
- l. The Industrial Disputes Act 1947

**3. Information technology act 2000**

And any other law or modifications to the above or to the rules made there under from time to time.

**36. STATUTORY REQUIREMENTS:**

- a. All statutory requirements under Minimum Wages Act, 1948, Factories Act 1948, Workmen Compensation Act 1923, Employees Provident Fund and Miscellaneous Provisions Act, 1952, Payment of Gratuity Act 1972, Employee State Insurance Act 1948, Contract Labour (R&A) Act 1970, Payment of Bonus Act 1965, Income Tax Act, GST Act and all other applicable Acts shall be complied with by the Contractor.
- b. Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.

**NAME OF WORK: SERVICE CONTRACT FOR SUPPLY OF MEN SECURITY GUARDS AND SECURITY SUPERVISORS FOR SPECIFIC SECURITY DUTIES AT BHEL- TRICHY FACTORY AREA FOR 2024-26**

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- c. 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.
- d. Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and provide a copy of the same to BHEL.
- e. Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.

**37. REMOTE TRANSACTIONS: -**

The Contractor shall agree to and comply with all such terms and conditions as BHEL may prescribe from time to time and shall confirm that all transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centers, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication established by BHEL shall constitute legally binding and valid transactions when done. Any transaction pertaining to the Tender from both the parties of business done round the clock irrespective of the office or business hours of the companies, are valid legally and binding on both the parties. This applies to the extent only in such cases where deadline time for transaction is not specifically declared by either or both the parties to the business. In case Letter of Intent (LOI) is issued through email, the PC generated time and date of mail shall be construed as the official time and date of release of LOI. In as much as this date is within the last date of validity given by the bidder the LOI is said to have been issued within the validity period and shall be binding on both the parties to the business.

**38. CHANGE IN CONSTITUTION OF FIRM:**

Changes in constitution of firm whenever it is made after submission of application or during currency of the Contract, the existing firm has to duly inform the proposed changes to Contracting department of BHEL at the appropriate time before the changes in the constitution are made. In case the absence of any such information BHEL is not responsible for the consequences arising out of the absence or suppression of information and the issue / dispute arising out of these changes and the firm is responsible for settling the issue or dispute among themselves (Partners etc.) or with the bankers or with any third party. Under the above circumstances when dispute arises and the firm does not inform the change in the constitution of the firm BHEL has the right for suspending or terminating the Contract.

**39. Common Terms and Conditions for Works Contract relevant to Safety:**

Following points shall be ensured for the safety of contract employees:

**I. Identity and Entry:**

1. The contractors to give identity card to their employees with full details like employee name, company name, age, blood group, contact person with phone no. etc.
2. HR/ Contract cell will issue passes to the trained employees only.
3. Welfare section shall arrange for necessary infrastructure (biometric entry) for enrolment of new contract workers. Biometric entry system will be made available in gates as per requirement.
4. The data of daily entry of contract workers through biometric will be made available online to the contract awarding departments at HR/Contract cell.

**II. Training:**

1. Safety, first aid and firefighting training to be given to two responsible persons in each contract and they should take care of their groups on day to day working.
2. This shall be done within a period of 2 weeks after awarding of fresh contract.
3. For ongoing contracts, the contractors have to identify the persons to be trained within a period of 2 weeks.
4. Driving of the vehicles are to be done only by authorized persons.

**III. Dress Code:**

1. Security staff should enter gates only with proper uniform. Male employees should enter gates only with Safety shoes, Pants-Shirts, (Dothi, Lungi not permitted).
2. Normal shoes are acceptable for office area work only.

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**IV. Procedures:**

1. Smoking, audio-playing (mobile phone, iPod, inbuilt music systems etc. in the vehicles.) are banned within the factory premises.
2. Moving to unrelated areas must be strictly avoided by the contract employees entering to the other areas only with knowledge of concerned department.
3. Specified Speed limit 20 kmph to be followed by all the vehicles entered in factory premises.

**V. Contract Cell:**

1. The contractors are directed to generate PF number and ensure PF contribution remittance for all contract workmen engaged by them.
2. Bio-Metric Entry for Contract Workmen Contractors have been directed to cover all the contract workmen engaged by them through Bio-Metric Entry System.

**VI. Violations:**

The following will be treated as serious violations and appropriate actions are to be Initiated by the users:

1. Employing people whose age is below 18 years.
2. Not wearing safety shoes or normal shoes (Contract employees will not be permitted after the security gates).
3. Not wearing FTEs.
4. Working without proper work permit.
5. Possession of mobile phones other than taxi drivers.
6. Using mobile phones while driving.
7. Unauthorized electrical connections.
8. Driving/operation of Crane/jumbo/Fork lift etc. by unauthorized persons.
9. Unauthorized operation/driving of Lorries, mobile cranes etc.
10. Smoking, alcohol, audio-playing etc.
11. Moving to unconnected areas.

Any willful act that creates unsafe conditions.

It will be the responsibility of the Contractor to ensure that the contractor himself, labour engaged for the work, are required to possess valid necessary license for execution of work from statutory authorities, renewal of the same periodically, during the occurrence of the contract and scrupulously adhere to the prevailing safety regulations, safety precautions and measures. BHEL will not be responsible for the lapses, shortcomings arising out of such deviations and the contractor will be responsible for any such eventualities and liabilities if any.

**40. Compensation Clause:**

"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/Officers/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: Rs 10,00,000/- (Rs Ten lakh)
  - (ii) In the event of others permanent disability: Rs.7,00,000/- (Rs. Seven Lakh)
- 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".



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**41. PF & ESI Clause:**

- I. The Contractor shall be solely responsible to comply with the payment of applicable minimum wages, PF, ESI and other statutory payments in respect of his employees engaged in BHEL for carrying out the required services. In case of any default in making the statutory payment, the Contractor shall be responsible to settle the dues along with penalties and damages, if any levied by the appropriate authority under the Act.
- II. The Contractor shall indemnify BHEL against all claims and loss if any caused under various labour laws, Civil or criminal law in connection with the employees deployed by him.
- III. The entry/exit of the employees engaged by the contractor are regulated through Contract Cell by issuing entry pass. For obtaining the same, the contractor should submit the required application form to the Contract Cell along with copy of Identity Card of the employee, ESI card / ESI Membership details of employee. ESI is exempted if wages are above Rs.21,000/- per month. Those employees drawing wages above Rs.21,000/- should produce copy of pay slip (or) a salary certificate from the company for availing ESI exemption.

**42. Final Bill:**

As soon as possible after the completion of the work to the satisfaction of the Engineer-in-charge, the contractor shall forward a certified final account on BHEL form, in triplicate. It shall be accompanied by all abstracts, vouchers etc., in support thereof and shall be prepared in the manner prescribed by the Engineer-in-charge. No claims will be entertained after the receipt of the final bill. The Contractor shall be entitled to be paid the final sum less the value of payments already made on account subject to certification of the final bill by the Engineer-in-charge. No charge shall be allowed to the Contractor on account of the preparation of the final bill.

**43. SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS / CONTRACTORS:**

The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the firms debarred across BHEL, shall be rejected. The list of firms debarred across BHEL is available on BHEL web site [www.bhel.com](http://www.bhel.com).

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

1.1. 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.

1.2. Commitment by Bidder/ Supplier/ Contractor:

1.2.1. 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.

1.2.2. 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.

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1.2.3. 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 malpractices, 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 [www. bhel.com](http://www.bhel.com) and/or under applicable legal provisions”

**If Tenderer expires after the submission of his Tender or after the acceptance of his Tender the BHEL may, at their discretion, cancels such tender. If a partner of a firm expires after submission of Tender or after the acceptance of the Tender, BHEL may cancel such Tender at their discretion unless the firm retain its character. The works executed in the own name of the Tenderer only will be considered for eligibility criteria.**

**No deviation and Declaration**  
**(To be submitted by vendor in vendor's letterhead)**

**Name of work:.....**

**Enquiry no.....**

We, the vendor, do hereby declare that we do not have any deviations to the tender terms and conditions as per

1. Technical Bid-Qualifying Criteria-Price bid
2. Scope of Work & Special/Technical Terms and Conditions
3. General terms & Conditions of Contract

We have gone through all the tender terms and conditions; we have noted down the job content & site conditions. We have quoted our offer for all items by taking care of unit of measurement given in the Bill of quantities against individual items. In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null & void. We assure that no tampering was done to any part of tender document by us and if otherwise will lead to rejection of our bid. We confirm to have submitted our offer strictly in accordance with tender instructions.

We also hereby confirm the following points with ref to the above works, if ordered on us:

1. I/ We unconditionally agree to all the tender conditions and no new conditions are imposed by us in the technical / price bid. I understand in the event of imposing any condition in the technical / price bid, such condition would be ignored by BHEL and only the prices will be considered for the purpose of evaluation"
2. I/ We confirm that none of our group concern or affiliates etc., appears on the list of banned firms / companies by BHEL (list available on [www.bhel.com](http://www.bhel.com)) nor any of the Director / Partner / proprietor of bidder / such group concern or affiliate etc. are involved with such company.
3. I/ We also declare that, we have not been suspended or black listed or issued with Show Cause Notice by BHEL- Trichy or any other BHEL Unit or any PSU/ Government organization.
4. I/ We confirm that other than us, none of our group concerns or affiliates etc. are participating in the tender either directly or indirectly through any other agency under same proprietor / common director(s) / common partner(s).
5. I/ We confirm that if any of the above statement / information furnished by us in this tender is found to be false/ fake at any stage of tender evaluation or during execution of contract, BHEL will have the right to initiate appropriate action including legal proceeds / termination of contract, recovery of damages, penalties etc. as deemed fit.

**ANNEXURE-A2**

The tender must be signed digitally / physically by Propreitor/ Managing Partner/ Director of the Firm. If any other person is authorized to sign the tender, this copy of Power of Attorney must accompany the tender.

**POWER OF ATTORNEY**

**(To be typed on company’s letter head)**

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I/We do hereby make, nominate, constitute and appoint Mr ..... , whose signature given below herewith to be true and lawful Attorney of M/s ..... hereinafter called ‘Company’, for submitting Tender and inter alia, sign, execute all papers and to do necessary lawful acts on behalf of our Company with M/s Bharat Heavy Electricals Ltd, HPBP, TRICHY-620 014, in connection with (Name of work):

.....

vide Tender Enq No: \_\_\_\_\_, dated \_\_\_\_\_. And the Company do hereby agree to ratify and confirm all acts, deeds, things or proceedings as may be lawfully done by the said attorney and by or on behalf of the company and in the name of the company, by virtue of the powers conferred herein and the same shall be binding on the company and shall have full force and effect.

Director/CMD/Partner/Proprietor

Signature of Mr.....(Attorney)

Attested by: Director/CMD/Partner/Proprietor

**NAME OF WORK: SERVICE CONTRACT FOR SUPPLY OF MEN SECURITY GUARDS AND SECURITY SUPERVISORS FOR SPECIFIC SECURITY DUTIES AT BHEL- TRICHY FACTORY AREA FOR 2024-26**

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**PART-II (PRICE BID)**

**DETAILS OF MINIMUM WAGES PAYABLE TO SECURITY GUARD & SUPERVISOR  
AT BHEL FACTORY AREA, TRICHY**

SL. No.	DESCRIPTION OF WAGE COMPONENT	Applicable Basic / VDA	Applicable %	Rates w.e.f 01.04.2024	
				Security Guard (Without Arms)	Supervisor
1	Basic +Variable Dearness Allowance (VDA)	Basic +VDA	NA	862.00	1146.46
2	Employees State Insurance (ESI)	Basic +VDA	NIL	NA	NA
3	Employees Provident Fund (EPF)	Basic +VDA	12	103.44	137.58
4	Employees Deposit linked Insurance (EDLI)	Basic +VDA	0.5	4.31	5.73
5	Administrative charges	Basic +VDA	0.5	4.31	5.73
6	House Rent Allowance (HRA) 16% Basic + VDA or Rs 3600 (whichever is higher)	Basic +VDA	16	138.46	183.43
7	ESI on HRA@3.25 % of HRA	HRA	NIL	NA	NA
8	Bonus (8.33 % of (Basic +VDA))	Basic +VDA	8.33	NA	NA
9	Uniform Outfit allowance	Basic +VDA	5	43.10	57.32
10	Uniform Washing allowance	Basic +VDA	3	25.86	34.39
Total daily Wage				1181.48	1570.64

\*\*The contractor has to pay the Employees State Insurance (ESI)/medical allowance and workmen compensation in areas not covered under ESI as per DGR guidelines. Payment will be made upon submission of original bills along with policy documents\*\*.



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**PART-II (PRICE BID)**  
**(Reference only)**  
**(BILL OF QUANTITIES)**

S.No	Description	UOM	Total Quantity (for 24 months)	Rate in Rs.	Amount (Rs.)
a	Security Guard	Man-days	32850	1181.48	₹ 3,88,11,618.00
b	Security Supervisors	Man-days	2190	1570.64	₹ 34,39,701.60
	<b>Total value for 24 months - (A)</b>				<b>₹ 4,22,51,319.60</b>
	<p>The service Charges % quoted shall include all expenses towards administrative charges and all other incidental charges etc., for execution of this contract - (B)</p> <p>The quoted % shall be inclusive of all taxes and duties levied or to be levied both by Central and State Government authorities from time to time, <b>except applicable GST.</b></p>				<p><b>Note: Do not write any values here.) Quote should be given only online in price bid xl-format.</b></p>

**Note: 1.** Percentage of service charge shall be maximum of 10%, quote more than 10% will not be considered. Service charges should be quoted in positive values only, Upto two digits after decimal shall be allowed. If quote beyond two digits, those digits will be ignored.

**Note:**

1. Total service charges quoted shall be for the total quantity indicated, for the total contract duration as per Tender.
2. The quoted % shall be inclusive of all taxes and duties levied or to be levied both by Central and State Government authorities from time to time, except applicable GST. Applicable GST% shall be indicated, seperately as required in Tender, online. Goods & Service Tax will be paid extra on production of documentary evidence.
- 3.. Quotation should be valid for a period of 120 days from the date of Technical bid opening.
4. Selection of the Contractor will be purely based on the guidelines of Directorate General Resettlement (DGR). (If all the DGR Sponsored agencies quoting the same rate, the contractor will be awarded to the senior most agencies).

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**Enquiry No: 94724 00049/ 07.06.2024**

**FORMAT-1**

**INTEGRITY PACT**

**Between**

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Siri Fort, New Delhi - 110049 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

**and**

\_\_\_\_\_ (Description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

**Preamble**

The Principal intends to award, under laid-down organizational procedures, contract's for '***SERVICE CONTRACT FOR SUPPLY OF MEN SECURITY GUARDS AND SECURITY SUPERVISORS FOR SPECIFIC SECURITY DUTIES AT BHEL- TRICHY FACTORY AREA FOR 2024-26.***

The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s)

In order to achieve these goals, the Principal will appoint Independent External Monitor(s), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**NAME OF WORK: SERVICE CONTRACT FOR SUPPLY OF MEN SECURITY GUARDS AND SECURITY SUPERVISORS FOR SPECIFIC SECURITY DUTIES AT BHEL- TRICHY FACTORY AREA FOR 2024-26.**

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**Section 1 - Commitments of the Principal**

1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

1.1.3 The Principal will exclude from the process all known prejudiced persons.

1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions:

**Section 2 - Commitments of the Bidder(s)/ Contractor(s)**

2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. 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.

2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) 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.

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2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and will await their decision in the matter.

**Section 3 - Disqualification from tender process and exclusion from future contracts**

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

**Section 4 - Compensation for Damages**

4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/ Bid Security.

4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher.

**Section 5 - Previous Transgression**

5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

**Section 6 - Equal treatment of all Bidders/ Contractors / Sub-contractors**

6.1 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors. In case of sub-contracting, the Principal contractor shall be responsible for the adoption of IP by his sub-contractors and shall continue to remain responsible for any default by his sub-contractors.

6.2 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

**Section 7 - Criminal Charges against violating Bidders! Contractors /Subcontractors**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

**Section 8 - Independent External Monitor(s)**

8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

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8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.

8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s) / Contractor(s). The Bidder(s) / Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)! Contractor(s) / Sub-contractor(s) with confidentiality in line with Non- disclosure agreement.

8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

8.5 The role of IEMs is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.

8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter should be examined by the full panel of IEMs jointly as far as possible, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.

8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to CMD, BHEL, at the earliest. They may also send their report directly to the CVO and the Commission, in case of suspicion of serious irregularities requiring legal/ administrative action. IEMs will tender their advice on the complaints within 10 days as far as possible.

8.8 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.

8.9 IEM should examine the process integrity; they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the organization should be looked into by the CVO of the concerned organization.

8.10 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code! Prevention of Corruption Act, and the CMD. BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.11 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.

8.12 The word 'Monitor' would include both singular and plural.



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**Section 9 - Pact Duration**

9.1 This Pact shall be operative from the date IP is signed by both the parties till the final completion of contract for successful bidder and for all other bidders 6 months after the contract has been awarded. Issues like warranty / guarantee etc. should be outside the purview of IEMs.

9.2 If any claim is made/ lodged during currency of IP, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

**Section 10 - Other Provisions**

10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.

10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

10.5 Only those bidders / contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

For & On behalf of the principal

For & On behalf of the Bidder/ Contractor

  
K. PRASAD  
Engineer  
Works Contracts Management  
BHEL, TRICHY - 620 014.

(Office Seal)

Place: Trichy

Date:

  
DINESHWAR PAHAN  
Dy. Engineer  
Works Contracts Management  
BHEL, TRICHY - 620 014.

Witness: (Name & Address)

Witness: (Name & Address)