

# TENDER

**NIT NO. TAD/SECURITY/2020-21/02**

**Dated :13/03/2020**

**FOR  
SECURITY SERVICES  
AT BHEL TOWNSHIP, BHOPAL**



<b>IMPORTANT DATES</b>	
<b>Due date &amp; time of bid submission</b>	<b>On 19/03/2020; Up to 13:15Hrs</b>
<b>Due date &amp; time of bid opening</b>	<b>On 19/03/2020; At 1400Hrs</b>

**BHARAT HEAVY ELECTRICALS LIMITED**  
**(A Government of India Undertaking)**

## **B H O P A L – 4 6 2 0 2 2 (M. P)**

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**NOTICE INVITING TENDER****NIT NO: TAD/SECURITY/2020-21/02**

1. NAME OF WORK : **"SECURITY SERVICES AT BHEL TOWNSHIP, BHOPAL"**
2. Duration of the Contract : 2 years from award of the contract subject to performance review after completion of one year.
3. Other specific requirements : As per Tender
4. Last date of receipt of the Tender : Up to 1315 hours on 19/03/2020.
5. Date of opening of tender : 14.00 hours on 19/03/2020.
6. Address for receipt/issue of Tender : **Manager (HR & Security)**  
Document **Sampada Bhawan**  
**Hostel No.4**  
**Piplani, BHEL, Bhopal PIN 462022 (MP)**
7. Tender Fee (Nonrefundable) :Rs. 2000/- (Rs. Two Thousand only) alongwith GST @ 12% payable through a separate Demand Draft in favour of "BHEL, BHOPAL" along with bid.
8. Earnest Money Deposit (EMD) : Nil
9. Contract Performance Guarantee/CPG: 1% of contract value in the form of DD or as irrevocable BG in favour of BHEL, Bhopal to be submitted at the time of agreement. The CPG will be refunded without any interest at the termination of the contract

**NOTE:**

1. THE CONTRACTORS ARE REQUIRED TO PHYSICALLY VISIT THE WORK PLACE TO AQUAINT THEMSELVES ABOUT THE SITE CONDITION/WORK ENVIRONMENT AND NATURE OF WORK BEFORE QUOTING THEIR RATES. NO CLAIM WHATSOEVER SHALL BE ENTERTAINED AT A LATER STAGE ON THE GROUND OF LACK OF KNOWLEDGE/IGNORANCE REGARDING SITE CONDITION/WORK ENVIRONMENT.
  
2. TENDER DOCUMENTS CAN BE COLLECTED PHYSICALLY FROM THE TENDERING AUTHORITY AT THE ADDRESS MENTIONED AT SL NO. 6.

Manager (legal & Security)  
BHEL Bhopal

NIT NO: TAD/SECURITY/2020-21 /02

DATE: 13/03/2020

**BID APPLICATION FOR PROVIDING SECURITY SERVICES AT BHEL TOWNSHIP BHOPAL**

1. Name of the Firm / Agency : \_\_\_\_\_
2. Name & Address of the contact person : \_\_\_\_\_
3. Telephone Numbers : Land Line \_\_\_\_\_  
Mobile-----
4. FAX No. : \_\_\_\_\_
5. E-mail ID : \_\_\_\_\_
6. Registration Number : \_\_\_\_\_  
Copy of the Certificate : Enclosed / Not Enclosed
7. Labour License Number : \_\_\_\_\_  
Copy of the License : Enclosed / Not Enclosed
8. PF Code Number : \_\_\_\_\_  
Copy of the Certificate : Enclosed / Not Enclosed
9. ESI Code Number : \_\_\_\_\_  
Copy of the Certificate : Enclosed / Not Enclosed
10. (1) PAN/TAN Number : \_\_\_\_\_
11. GST Registration Number (PAN based) : \_\_\_\_\_  
Copy of the Certificate : Enclosed / Not Enclosed
12. No. of Security personnel including Supervisors : \_\_\_\_\_  
On the rolls of the firm
13. Earnest Money Deposit : NIL

Signature of ContractorSignature of BHEL Official

14. Contract Performance Guarantee : 1% of contract value in the form of DD or as irrevocable BG in favour of BHEL, Bhopal to be submitted at the time of agreement. The CPG will be refunded without any interest at the termination of the contract.
15. Tender Fee (Non-refundable) : **Rs. 2000/- (Rs. Two Thousand only) alongwith GST @12% payable through a separate \ Demand Draft in favour of “BHEL, BHOPAL”**
- D.D.No. : -----
16. Validity of offer : 90 days from the date of tender Opening.

This is to confirm that we have gone through the terms and conditions contained in the Tender Document and give our unconditional acceptance to the same. We also give undertaking to abide by all obligations of the contract contained in the tender in case of award.

Signature with Name  
& Office Seal

Date:

**NOTE: BID SHOULD BE SUBMITTED IN SEALED ENVELOPE. IN CASE THE BID IS RECEIVED WITH OPEN ENVELOPE THEN THE SAME IS LIABLE TO BE REJECTED.**

**Guidelines issued by Directorate General of Resettlement under reference No.28(3)/2012-D(Res-1), Govt of India, Ministry of Defence, Deptt of ex-Servicemen Welfare, New Delhi, dated 9<sup>th</sup> July, 2012 and subsequent amendments issued therein have to be complied. These guidelines form a part and parcel of this tender.**

Manager (legal & Security)  
BHEL Bhopal

**SCOPE OF WORK AND  
WORK SPECIFICATIONS**

**NIT NO: TAD/SECURITY/2020-21/02 Dt.13/03/2020**

**1. SCOPE OF WORK:**

- a. PROVIDING SECURITY SERVICES AT BHEL TOWNSHIP, BHOPAL. SECURITY PERSONNEL HAVE TO BE POSTED AT THE FOLLOWING AREA:-

Sl No.	Area	Security Guards (without Arms)	Security Guards (With Arms)	Female Guards	Supervisors	Total No. of guards (with/without arms/supervisors)
1	Piplani	-	-	-	-	-
2	Barkheda	-	-	-	-	-
3	Habibganj	-	-	-	-	-
4	Kasturba hospital	16	-	01	03	20
4	Govindpura and Sport Complex	17	-	01	-	18
5	Pragati Deergha (Museum)	-	-	-	-	-
	<b>Total</b>	33	-	02	03	<b>38</b>

- b. As total requirement is 38. So sponsorship of all 38 security personnel shall be allotted to M/s 4835 Rajiv Mishra Security Agency.

Agency	Security Guards (without Arms)	Security Guards (With Arms)	Female Guards	Supervisors	Total No. of guards
1st senior most agency (Rajiv Mishra Security Agency)	33	-	02	03	38
Junior Most Agency (Asit Kansal Security Agency)	-	-	-	-	-
<b>Total</b>	33	-	02	03	38

- a. The contractor has to ensure engagement of extra security personnel to the tune of 1/6<sup>th</sup> of the total number of security personnel envisaged under the scope of the contract to take care of uninterrupted security services during the absence of regular security personnel on account of entitled leave/weekly offs/holidays.

**SUPERVISION OF WORK:** Supervision of work shall be done by contractor through qualified and experienced personnel.

b. **OTHER CONDITIONS:**

- i. No ESM engaged on this work by the contractors shall be beyond 58 years of age at the time of contract for the two years. Documentary evidence in this regard is required to be submitted to BHEL.
- ii. The contractor shall be responsible for complying with all the applicable statutory Acts and the Rules mentioned therein.
- iii. Contractor shall deploy security personnel for each shift in coordination with Town Administration Department of BHEL.
- iv. Three Shift working shall be ensured by contractor, wherever required / instructed. Area, shift and posts shall be rotated regularly.
- v. The Contractors are required to submit a tentative list of security personnel to be deployed by them as their employees along with the bid.
- vi. During the period of contract, BHEL reserves the right to reconsider/reassess requirement of security personnel and accordingly realign the posts / shifts suiting to its security requirements.

2. **MEASUREMENT OF WORK & PAYMENT:**

- a. The work shall be measured in Security man days. Eight hours deployment of security personnel in a day shall be reckoned as one security man-day.
- b. The payment shall be made after verification of the work by BHEL's authorized representative.
- c. All the payments will be subject to deduction of taxes at source applicable as per existing laws.

3. **ESTIMATED QUANTUM OF WORK:** Approximately 38 security personnel per day inclusive of reliever i.e. 1/6 man days per month inclusive of relieving man days i.e. 1/6<sup>th</sup> of the total strength.

4. **PERIOD OF CONTRACT:** The contract shall be for the period of 2 years from date of award subject to performance review after completion of one year.

5. **OTHER DEDUCTIONS:** In case the contractor fails to fulfill any of the provisions of Labour laws or any other law on account of which recovery of due amounts is made from BHEL or liability of remittances of such amount falls upon BHEL then such entire amount shall be recovered from the contractor's running bill or through forfeiture of Security Deposit.

Manager (legal & Security)  
BHEL Bhopal



**DOCUMENTS TO BE SUBMITTED**

**NIT NO: TAD/SECURITY/2020-21/02 Dt.13/03/2020**

Following documents with self-attestation with seal are required to be submitted along with bid:-

1. Copy of registration with PF and ESI Authority.
2. Copy of PAN/TAN number
3. Copy of GST Registration Number
4. Copy of empanelment with Directorate General of Resettlement, Ministry of Defence, and Government of India
5. Copy of the certificate or a receipt of the acknowledgement of application for a license submitted to the State Government under Private Security Agencies (Regulation) Act, 2005.
6. Self-declaration that the agency is not under hold/delisted or banned by BHEL BHOPAL or by any unit/region/office of BHEL or any other PSU/Govt. Department.
7. Declaration that he has not been held guilty by a Court of Law in India for any offence indulging fraud, dishonesty and moral turpitude.
8. The bidders should submit copies of experience, if any, in the field of providing security coverage in an organization. It is to be submitted along with bid.
9. Confirmation with reference to Service Charges @ 14% as per present DGR guidelines may be given by the bidder.
10. The bidders should have to comply all the conditions mentioned in Office Memorandum No.28 (3)/2012-D (Res 1) dated 9th July, 2012, Government of India, Ministry of Defence, Department of Ex-Servicemen Welfare and the subsequent amendments made therein.

**Note: All documents submitted should be readable**

Manager (legal & Security)  
BHEL Bhopal

**INSTRUCTIONS TO TENDERERS**

**NIT NO: TAD/SECURITY/2020-21/02 Dt13/01/2020**

1. The duly filled in Bid application (Annexure B) along with other tender documents duly sealed and signed by the contractor must be submitted in a sealed envelope super scribed as 'Tender for SECURITY SERVICES AT BHEL TOWNSHIP BHOPAL' NIT No. TAD/Security/2020-21/02 dated 13/03/2020. Documents required as per Annexure 'D' must be enclosed. Offers not in line with the DGR guidelines and above procedure and quoted in any other format are liable to be rejected/by passed.
2. The sealed bid should be submitted to the tendering authority /dropped in the tender box kept in the Town Administration Department, Sampada Bhavan, Hostel No.4, Piplani Bhopal- 462022 (MP) within the specified date and time.
3. All bidders / authorized representatives may witness the opening of the Tender.
4. All entries in the tender document should be in one ink. Corrections, over writing, cuttings, etc. should be avoided and in case it is there it should be endorsed by countersigning. All columns in the tender form should be filled without leaving blank. Each and every page must be duly signed & stamped by the tenderer before submission.
5. The price / rate should be in conformation with DGR guidelines and should be quoted in figures as well as in words. Price quoted shall be inclusive of all taxes & duties, all statutory requirements/liabilities like PF/ESI/Bonus/Min. wages etc. However, GST shall be payable extra as applicable.
6. The DGR notified rates will be valid for the specified period mentioned by DGR and subject to revision from time to time as per DGR notification.
7. The contract should commence within 7 days from the date of issue of Letter of Intent (LOI). The contract can be extended beyond stipulated contract period based on the requirement of BHEL and consent of agency to work on the same terms and conditions.

8. Contractors would have to provide the requisite number of guards as per the work order issued to them. In case, the contractor fails to provide and maintain the requisite number of guards in the last 15 days of the 1<sup>st</sup> month of their deployment, then the average numbers of guards so provided from 16<sup>th</sup> day to 30<sup>th</sup> day of the commencement of work as stipulated in the work order will be treated as the final capacity of the agency and the short fall so occurred in the requirement shall be met from the junior most security agency as notified by DGR.
9. If the tender document is signed by the person other than the Sole Proprietor of the agency, a valid Power of Attorney duly notarized in the name of the person signing the tender document should be enclosed with the bid.
10. The contractor shall be awarded the work order as per DGR sponsored seniority wise list of contractors for BHEL, Bhopal.
11. The successful tenderer will have to enter into a contract/agreement on a non-judicial stamp paper of worth Rs. 500/- cost of which will have to be borne by the bidder.

Manager (legal & Security)  
BHEL Bhopal

**CONTRACTOR'S OBLIGATIONS**

**NIT NO: TAD/SECURITY/2020-21/02 Dt.13/03/2020**

**A) CONTRACTUAL**

**Towards selection, control and supervision of employees**

- a) Contractor shall deploy required number of security personnel at a given post in a particular shift as per the instruction of BHEL's authorized official.
- b) Contractor shall ensure strict and effective supervision of the work allotted to him.
- c) Contractor to ensure that the security personnel deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite training, skill, proficiency, qualification, experience etc.
- d) Contractor to maintain appropriate records of his supervisors / security guards deployed to carry out the security work.
- e) Contractor will ensure that the job is executed through his employees on his rolls and under no circumstances the contractor will deploy any other person to carry out the job.
- f) The contractor is required to protect Company's property at all the installations and / or place of duty as earmarked by BHEL from time to time. For any loss to company's property, losses as determined by BHEL will be recovered from the bills of the contractor adding 20% overheads of BHEL. GST on penalty will be charged extra.
- g) The contractor has to provide to his security guards uniform sets in adequate number along with badges bearing logo of his establishment, which shall be affixed by the guards on the left side of his uniform. All security personnel reporting on duty should have identity card, name plate, neatly be dressed and properly turn out.
- h) Contractor to ensure that all precautions are taken for safety of his guards and equipments.
- i) The supervisors and gunmen are necessarily required to be from Ex-Serviceman (ESM) category. Supervisors should be JCO's rank preferably.

- j) All shift supervisors and guards will have to 'fall- in' for briefing in Control Room half an hour before the commencement of shift irrespective of the post or area.
- k) Area supervisors should make themselves available in the respective areas during their duty period. They have to make liaison with BHEL Control Room and the local police including lodging of complaints / FIR with local police station in the event of any reportable incidents / offence. However, lodging of complaints/FIR with police shall not relieve the contractor of his obligation to safeguard the BHEL's property and any loss to same shall be made up as per clause (f) above.
- l) In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees from the establishment of BHEL. In case contractor decides to terminate services of his employees, he should settle all terminal dues required under intimation to BHEL.
- m) BHEL does not want security agency to engage security personnel beyond 08 hours a day. (Double employment is not allowed).
- n) The contractor has to ensure engagement of extra security personnel to the tune of 1/6<sup>th</sup> of the total number of security personnel envisaged under the scope of the contract to take care of uninterrupted security services during the absence of regular security personnel and on account of entitled leave/weekly offs/holidays.
- o) Failure to provide security at any of the prescribed installation and or place of duty on any day/shift will attract penalty at the discretion of BHEL @ 10% of the wages of guard/supervisor/gunman earmarked for the place. GST on penalty will be charged extra.
- p) As per the requirement BHEL will instruct the security agency to post the security guards at any place with in BHEL Boundary for security of property of BHEL.

**B) Towards supply of tools, tackles and materials**

- a) Contractor shall provide to *his employees all tools, tackles, material, equipments like lock, chain, ropes, lathies, torch and as specified in contract* and maintain the same to carry out the job under the contract at his cost and if necessary may take insurance policy of his worker, material, equipments & tools & tackles.
- b) Contractor shall provide shoe, whistle, helmet, torch, pen, diary, personal protective equipment & maintain the same at his own cost which may be required.

- c) Contractor shall ensure that his personnel wear uniform, cap, shoes, helmet and other required safety appliances, apparels /equipments such as mobile handsets, whistles, lathi etc. during work hours and they should be properly turned out for duty.

**C) Towards statutory liability**

- a) As mentioned in the terms and conditions enclosed as Annexure 'G' of this contract.
- b) Contractor shall indemnify BHEL against all claims by statutory authorities and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
- c) Contractor shall be responsible for making payment of wages within 7 days from the last day of wage period (wage period shall be from 1st day of the month to the last date of the month) and to ensure disbursement of wages through individual guard's bank account only. Bank Statement in support of disbursement of wages to individual be endorsed by bank should be submitted to BHEL's authority.
- d) No security personnel should be engaged for more than 8 hours a day. In exceptional case where it is unavoidable, the liability of additional payment on account of Over Time shall be the sole responsibility of contractor. Under such circumstances, BHEL shall admit payment only to the extent of proportionate Basic + VDA along with applicable statutory payments and service charges towards this.
- d) In case the Contractor employs contract labour then he shall have to obtain license under the provisions of CL(R&A) Act.

**D) Towards Finance**

*Contractor to arrange his own finance* for carrying out the job including supply of tools, tackles and equipments, materials, payment of wages to his employees etc.

Manager (legal & Security)  
BHEL Bhopal

**GENERAL TERMS & CONDITIONS FOR CONTRACTORS FOR DEPLOYMENT OF  
CONTRACT LABOURS UNDER SERVICE / WORKS CONTRACT.**

**NIT NO: TAD/SECURITY/2020-21/02 Dt.13/03/2020**

**1 LABOUR LICENCE AND OTHER REQUIREMENTS:-**

- 1.0 The security agency will obtain a Labour License for provision of contract labour in accordance with the Govt order on the subject. The Labour License can be obtained from the office of the concerned Central Labour Deptt office in the State. To enable the contractor to apply for Labour license **Form III** shall be issued by BHEL.
- 1.1 The contractor shall deploy such number of workers in the premises of BHEL, BHOPAL, as required for completion of the contract. The workers such deployed shall be his own workers.
- 1.2 In case the number of labour deployed by the contractor in premises of BHEL BHOPAL exceeds the number of labour allowed in the license then the contractor shall immediately inform the HR and concerned department. The contractor shall also apply to the licensing officer in the region for amendment in the license within 7 days of exceeding the number of labors mentioned in the license.
- 1.3 Labour license and other requirement in case of contractors NOT working in BHEL, BHOPAL or has less than 20 workers on his rolls.
  - 1.3.a The contractor should possess valid Labour license issued by any licensing authority if he has deployed 20 or more workers in any organization.
  - 1.3.b After being eligible to apply as above, if the contractor is awarded the contract then he should apply for Form-III from BHEL to obtain Labour License from Appropriate Government and submit the same within one month from the date of award of contract. Till then award will be treated as **PROVISIONAL**.
- 1.4 The contractor shall also have to submit copy of PAN card and latest IT return.

- 1.5 The contractor must possess GST Registration number under relevant code head.
- 1.6 The contractor should possess GST if material is supplied/consumed. The contractor should not be disqualified from bidding in case the contractor does not have TIN No. However, he shall have to produce TIN No. before opening of Price bid.
- 1.7 Stamp Duty: Contractor should deposit stamp duty, before start of the contract, on security deposit as per Stamp Duty Act.

## **2.0 APPOINTMENT:**

- 2.1 The contractor shall submit the following to HR, contracting department.
  - (a) The details of the worker proposed to be deployed in Annexure-II.
  - (b) Contractor shall get Police Verification of all security personnel deployed by it before entering into the Security Contract agreement.
  - (c) Copy of employment card, along with a photo I card, issued by contractor to his own worker. – Annexure I
- 2.2 The photo identity card shall have to be revalidated in every three month on last working day of the month or any other date fixed to do so. In absence of such revalidation, duly forwarded by TAD department, the employee shall not be allowed to be deployed by the Contractor.
- 2.3 The contractor shall maintain a register of persons employed by him in the format prescribed under Rule 75 of Contract Labour (R&A) Central Rules. A copy of this format is annexed as ***annexure II***.

## **3.0 BILLS PAYMENT , ATTENDANCE AND PAYMENT OF WAGES**

- 3.1 The contractor shall pay minimum wages as applicable of the Appropriate Government or the wages fixed by Directorate General Of Resettlement, whichever is higher to his own employees as well as the contract workers deployed by him for the purpose of contract.
- 3.3 The contractors bills should be accompanied with the following.
  - a) Copy of the work done by the Contractor. (Format enclosed)
  - b) Statement of Wages of security personnel deployed by him under the



work contract, PF/ESI no., statutory deductions etc., in the format as in Annexure III. (Form XVII of Contract Labour (R&A) Rules

- c) PF and ESI challans for the current month- separate for concerned Work contract. Print of online challan alongwith list of contributing contract workers for ESI and PF duly certified by the contractor.
- d) Wage payment sheet for the bill period as per annexure IV A.
- e) Copy of Form-5 and Form-10 (PF monthly returns) submitted by contractor to RPFC for billing month.
- f) Copy of Form 12A-regarding PF remittance
- g) List of security personnel covered under accident insurance policy
- h) Statement of material supplied by the contractor if any
- i) Copy of Labour License if increase in no. of guards deployed against Work Order if applicable.

3.4 The executing department shall pass the bills of the contractor and after checking the documents as in para 3.3 above forward them to Finance through HR department.

3.5 After checking the Labour Laws compliances with respect to the concerned service contract HR department and after retaining copies of PF and ESI Challans and wage payment sheet pertaining to current month, annexure III etc. will forward the bill alongwith requisite documents (the bill in original) to finance department. Finance department shall on satisfactory compliances of stamp duty charges, and security deposit/CPG amount, make payment as per contract. Any loss of credits of TAX or additional liability on BHEL due to the reason attributable to the contractor shall be recommended from them along with interest.

3.6 Finance department shall, on satisfactory compliance, and after deduction on account of Security deposit/CPG amount, GST and TDS will make payment to the contractor.

3.7 The contractor shall compulsorily issue pay slips to his workers, for the month deployed for undertaking activities under the Work contract, at least a day prior to disbursement of wages. Pay slip should contain PF / ESI numbers and deduction against them.

3.8 The contractor shall make payment to the his own personnel / guards before the expiry of the 7th day after the last day of the wage period in respect of which the wages are payable. The payment of wages to the workers shall **not** be subject to payment against the bills by BHEL.

3.9 The contractor shall remit the cheques favouring RPFC and ESI Bhopal

with the appropriate banks with such period as stipulated under relevant provisions.

- 3.10 Payment of salary to the security personnel shall be made by way of Cheque/Bank Account/ATM or Electronic means by 7<sup>th</sup> of every month and same pay statement is to be produced alongwith the bills submission. No payment is to be made in cash. Payment to security personnel should not be subjected to the release of payment by BHEL to the contractor. In case the contractor fails to make payment to security personnel by 7<sup>th</sup> of each month then a penalty @ Rs.500/- per day shall be levied against the contractor. GST on penalty will charged extra.
- 3.11 In cases where the payment to the contractor is due only after completion of work and the payment is not made monthly then the contractor shall have to produce documents as enumerated in para 3.3 above, in respect of all workers deployed by him against the contract, for each month separately, along with final bills.

#### **4.0 PROVIDENT FUND**

- 4.1 The contractor should get independent EPF code before deployment of his personnel against work order.
- 4-2 The Contractor should allot PF account number and get the nomination form, duly filled in, from each worker deployed by him at the time of joining.
- 4-3 In case the worker already has PF/pension account number, allotted to him, previously, then the contractor shall get the transfer form filled up at the time of joining and send to the office of concerned Regional Provident Fund Commissioner.
- 4-4 After termination of contract the contractor shall provide due assistance to the security guards for withdrawal of PF/pension amount, when due .
- 4.5 The Contractor shall liaison with the PF officials to get the annual PF slips and distribute amongst his own workers. Security deposit shall be released only after submission of PF slips of workers
- 4.6 PF CONTRIBUTION:

##### Employee's Contribution

12% of Normal wages paid

##### Employer's Contribution

PF Contribution	3.67%
Admn Charges	0.50%
Pension Fund	8.33%
EDLI Charges	<u>0.50%</u>
Total	13.00%

- 4.7 The Contractor shall submit annual returns in Form-6A and Form 3A, prescribed under statutory EPF scheme, 1952, in respect of each worker deployed by him with a copy to HR.

## **5.0 EMPLOYEES STATE INSURANCE**

- 5.1 The Contractor should allot ESI account number and get the nomination form, duly filled in, from each labour deployed by him at the time of joining.
- 5.2 At the time of joining the contractor shall get the self/family registration form filled by the workers and submit to the local ESI office.
- 5.3 The contractor shall facilitate making and collection of issued ESI cards by his worker.

### **5.4 ESI CONTRIBUTION: -**

<u>Employee's Contribution</u>	<u>Employer Contribution</u>
0.75% of gross wages	3.25% of gross wages

- 5.5 The Contractor shall submit annual returns in Form-6 prescribed under ESI Act, deployed by him with a copy to HR and finance department.
- 5.6 The Contractor shall produce the following Registers and forms as per Contract Labour (R & A) Rules 1971 for verification by the Executing Officer of the company: -
- (a) **Form XII - Register of contractors(Rule74)**
  - (b) **Form XIII - Register of Workmen employed by contractor (Rule 75)**
  - (c) **Form XIV - Employment Card issued by contractor (Rule 76)**
  - (d) **Form XVI - Muster Roll 78(1) (a) (i)**
  - (e) **Form XVII - Register of Wages (Rule 78 (1) (a) (i)**
  - (f) **Form XVIII - Register of wages-cum Muster Roll (in case of weekly Payment)**
  - (g) **Form XIX - Wage Slip (Rule 78)(1) (b)**
  - (h) **Form XX - Register of deduction for damages of loss (Rule (78) (1) (a) (ii)**
  - (i) **Form XXI - Register of fines (Rule 78) (1) (a) (ii)**
  - (j) **Form XXII - Register of advance (Rule 78) (1) (a)(ii)**
  - (k) **Form XXIII - Register of overtime (Rule 78) (1)(a)(iii)**
  - (l) **Form XXIV - Return to be sent by the contractor to licensing officer (Rule 82)**

## **6.0 BONUS**

The contractor shall be liable to pay statutory bonus under payment of Bonus Act, 1965.

## **7.0 DISCIPLINE**

- 7.1 The Contractor shall be responsible for the discipline of his own labours deployed under the work contract. In case of any loss to the BHEL BHOPAL on account of indiscipline of contract labour then such loss shall be assessed and recovered from the running bills of the contractor or from the security deposit.
- 7.2 The contractor shall not employ any person who has not completed his 18 years of age and person who has attained 58 years of age.
- 7.3 The contractor, on advice of authorized BHEL official, shall immediately remove any person employed by him, who may in the opinion of such authorized BHEL official is involved in misconduct. Such person shall not be re-employed by the contractor without prior permission.

## **8.0 LEAVE WITH WAGES TO CONTRACT LABOUR :-**

Guidelines as per MP Factories Rules 1950 should be strictly observed with regard to crediting /availment of leave. Register as prescribed under the said rules should be maintained by the contractor.

## **9.0 INDEMNITY BOND/COMPLIANCE OF LEGAL PROVISION**

- 9.1 That BHEL-BHOPAL will not, in any manner be responsible for any act, omission or commission of the security personnel deployed by contractor and no claim in this respect will lie against BHEL-BHOPAL. If any such claim is made against BHEL-BHOPAL by any security personnel or his heirs engaged/employed by the contractor, which BHEL- BHOPAL is obliged to discharge by virtue of any statute or any provision of law and rules due to mere fact of the workers of the contractor working at BHEL- BHOPAL premises or otherwise, the contractor will be liable to indemnify/reimburse BHEL- BHOPAL all the money paid in addition to the expenses incurred by him. The contractor must indemnify and keep indemnified BHEL-BHOPAL against all losses and claims for injuries or damage to any person or property whatsoever which may arise of or in course of the operation of the contract and against all claims, demands, proceedings, damages, cost,

charges and expenses whatsoever in respect of contingencies depicted herein shall be deemed as expected risk.

- 9.2 The Contractor has to make an agreement with BHEL in the format prescribed only on Rs. 500/- Non-Judicial Stamp Paper.

#### **10.0 OTHER GENERAL TERMS AND CONDITIONS :-**

##### **10.1 Legal compliance**

The contractor will comply with all the provisions regarding licensing, welfare and health, procedures, maintenance of various records and registers etc., as provided under the contract Labour (Regulation & Abolition) Act 1970, rules amendments, orders, notifications there under issued by the Appropriate Government from time to time. For non-compliance of any provisions, statutory compliance under law, the contractor shall be responsible for penalties levied by the appropriate authority under the Act. The contractor shall also be liable to comply with all other Labour and Industrial Laws and such other acts and Statutes (including Factories Act, Payment of Bonus Act, minimum wages Act, tc.,). Depositing of ESI, PF contribution as may be applicable is the responsibility of the contractor. For any default in compliance, the contractor shall be held responsible.

- 10.2 The work shall be supervised by the contractor or through the authorized representatives on day to day basis.
- 10.3 The Contractor shall compensate BHEL for any loss or damage to the plant/property, material of BHEL due to his workmen/representatives' negligence or otherwise during execution of work.
- 10.4 In the event of contractor abandoning the work or BHEL revoking the contract BHEL shall have a right to get incomplete work completed at contractor's risk and cost. BHEL shall have a right to terminate the contract at any time without assigning any reason thereof.
- 10.5 CPG will be released on submission of following certificates from departments mentioned as under:-
- a. Completion of work and certification of payment of minimum wages to contract labours from contracting department.

- b. Certificate of compliance of labour laws from HR department.
- c. Certificate of payment of EPF withdrawal in respect of all security personnel submitted to PF Authority.
- d. No-dues certificate regarding GST payment, and any other dues liable to be remitted by contractor under financial laws, to Finance department
- e. In case of non-satisfactory performance of the contract, BHEL shall have a right of forfeiting the CPG. In case of any dispute decision of concerned Head of the Department will be final.

#### **11.0 SETTLEMENT OF DISPUTE/JURISDICTION/ARBITRATION ETC. :-**

BHEL Reserve the following rights:-

To evaluate the bid as per BHEL policy and Govt. guidelines including DGR/CVC/Vigilance guidelines by the tender committee duly constituted by BHEL Management. The decision of BHEL, BHOPAL Management or Tender committee duly approved by competent authority shall be final and binding to bidder. Accept / Reject any or all tender fully or partly without valid reasons.

#### **11.1 CONFIDENTIALITY**

The parties agree & acknowledge that in the course of their discussions and interaction, BHEL may disclose information of confidential proprietary nature relating to its business, products, know-how, technology, customers, employees and financial to the contractor. Such information shall be considered as confidential. The contract agrees to keep it confidential & secret at all times and not directly or indirectly disclose to any party other than its employees and authorized personnel's strictly on a need know basis, without the prior written permission of BHEL.

#### **11.2 SUSPENSION**

BHEL reserves the right to suspend performance of any or all of its obligations under the contract. Such notice shall specify the obligation of which performance is to be suspended, the effective date of the suspension and the reasons therefore. The Contractor shall there upon suspend performance of such obligations until ordered in writing to resume such performance by the same authority that ordered for suspension.

**11.3        JURISDICTION**

Any matter of dispute arising out of or in connection with this contract shall be under jurisdiction of BHOPAL Court only.

**11.4        ARBITRATION :-**

All disputes arising in connection with the contract shall be settled by mutual consultation. If no agreement is reached the dispute shall be settled in accordance with Arbitration and Conciliation Act, 1996 and the rules made there under. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of the unit.

The award of the arbitrator shall be final and binding on both the parties. The venue of the Arbitration shall be at BHOPAL in India. The Award to be given by the Arbitration shall be a speaking award. All questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of BHOPAL court.

Manager (legal & Security)  
BHEL Bhopal

ANNEXURE-II

## FORM XIV

( See Rule 76 )

## Employment Card

Name and address of Contractor	:	.....
Nature of work and location of work	:	.....
Name and address of Establishment in/under which contract is carried on	:	.....
Name and address of Principal Employer	:	.....
1. Name of the workmen	:	.....
2. Serial No. in the register of workmen employed	:	.....
3. Nature of employment/designation	:	.....
4. Wage rate with particulars of unit, in case of piece-work.	:	.....
5. Wage period	:	.....
6. Tenure of employment	:	.....
Remarks.	:	.....

Signature of contractor.

Signature of ContractorSignature of BHEL Official



[ See Rule 75]

## Register of workmen employed by contractor

Name and location of work .....

Name and address of Establishment in/under which contract is carried on

Name and address of Principal Employer \_\_\_\_\_

[illegible]

# Annexure 'III'

STATEMENT OF THE CONTRACTOR FOR THE MONTH OF \_\_\_\_\_ 20\_\_\_\_

WORK ORDER NO-----

CONTRACTING DEPARTMENT-----

CONTRACTOR NAME-----

S.NO	NAME OF WORKER	CAT.	Duty days	Wages per day	GR OS S W A	EMPLOYEE'S CONTRIB		Total deduction	Recovery of theft/damage	NET PAYABLE	EMPLOYEE'S CONTRIB	
						PF 12%	ESI 0.75%				PF 13.00%	ESI 3.25%
1.												
2.												
3.												
4.												
5.												
6.												
7.												
8.												
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31.												

SIGNATURE OF THE CONTRACTOR

NIT No. TAD/Security/2020-21/02

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Signature of Contractor

Signature of BHEL Official

**MEASUREMENT OF WORK AND PAYMENTS THERE OF.**

**NIT NO: TAD/SECURITY/2020-21/02 Dt.13/03/2020**

1. The designated officer of the BHEL will periodically inspect the Work being carried out by the contractor and his personnel and if he observes any deficiency, then the same shall be notified to the contractor and the contractor in turn remove the same immediately to the satisfaction of the designated officer.
2. Payment shall be made on the basis of number of security man-days. Eight hours deployment of security personnel in a day shall be reckoned as one security man-day.
3. All payments will be subject to deduction of GST and income tax at source as per GST & Income Tax Act and as per the applicable Rules.
4. Measurement Book to be maintained for the work carried out daily / weekly / monthly by the contractor & the same shall be verified by BHEL official, nominated for the same.

Manager (legal & Security)  
BHEL Bhopal

**NO DEVIATION CERTIFICATE**

**NIT NO: TAD/SECURITY/2020-21/02**

**DATE: 13/03/2020**

With reference to **NIT No. TAD/SECURITY/2020-21/02 dated 13/03/2020**, it is to state that all the terms and conditions mentioned in the above NIT are acceptable and there is no deviation whatsoever to any terms and conditions from our side.

Signature & Seal of the bidder/  
authorized signatory