

BHARAT HEAVY ELECTRICALS LIMITED

Transmission Business Group

Subcontract Management

Terms & Conditions

1.0 EARNEST MONEY DEPOSIT

Every tender must be accompanied by the prescribed amount of Earnest Money Deposit (EMD) mentioned in NIT.

1.1 Mode of EMD deposit:

EMD can be submitted in any one of the following modes:

- i) Cash deposit as permissible under the extant Income Tax Act (before tender opening),
- ii) Electronic Fund Transfer credited in BHEL account (before tender opening). Details of BHEL account mentioned in this document.
- iii) Banker's cheque/Pay order/Demand Draft, in favour of 'Bharat Heavy Electricals Limited' and payable at New Delhi (Along with offer)
- iv) In case total EMD amount is more than Rs. 20 Lakh, the amount in excess of Rs. 20 lakh may be accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for at least six months.
- v) No other form of EMD remittance shall be acceptable to BHEL

1.2 Forfeiture of EMD

EMD by the bidder will be forfeited as per NIT conditions, if

- i) After opening the tender and within the offer validity period, the bidder revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
- ii) The vendor fails to deposit the required Security deposit or commence the work within the period as per LOI/contract.

1.3 EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provision of extant "Guidelines on Suspension of business dealing with supplier/contractors" and forfeited/ released based on the action as determined under these guidelines.

1.4 In the case of unsuccessful bidders, the Earnest Money will be refunded to them within a reasonable time after award of work.

1.5 EMD shall not carry any interest.

1.6 EMD of successful bidder shall be retained as part of Security Deposit.

Note: 'One Time EMD' will not be considered for this tender. All the bidders who have 'One Time EMD' with BHEL will also be required to submit the requisite amount of EMD.

2.0 SECURITY DEPOSIT

Security Deposit means the security provided by the vendor towards fulfilment of any obligations in terms of the provision of the contract.

Upon acceptance of Tender, the successful Tenderer should deposit the required amount of Security Deposit for satisfactory completion of work. **The total amount of Security Deposit will be 5 % of the Contract Value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.**

2.1. Mode of Security deposit:

The security Deposit should be furnished before **start of the work** by the vendor.

The balance amount to make up the required Security Deposit of 5% of the contract Value may be furnished in any of the following forms:

- i) Cash (as permissible under the extant Income Tax Act)
- ii) Local cheques of scheduled banks (subject to realization) / Pay Order / Demand Draft / Electronic Fund Transfer, in favour of BHEL.
- iii) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format for Security Deposit shall be in the prescribed formats enclosed with general conditions of contract.
- iv) 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 vendor, A/C BHEL and duly discharged on the back.
- v) Securities available from Indian Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of Vendor furnishing the security and duly endorsed/hypothecated/pledged, as applicable, in favour of BHEL and duly discharged on the back).

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

2.2 Submission of Security Deposit:

- i) At least 50 % of the required Security Deposit, including the EMD, shall be submitted before start of work. Balance of the Security Deposit can be submitted by way of deduction of 10% of the gross amount progressively from each running bills of the vendor till the total amount of the required Security Deposit is collected.
- ii) 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 Vendor or it shall be recovered from payment/s due to the Vendor.
- iii) The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, at the discretion of BHEL.

- iv) The BG shall be submitted only through the Banker. Along with the BG, the Bank shall also furnish a letter of confirmation (in the prescribed formats enclosed with general conditions of contract).
- v) The validity of the Bank Guarantee furnished towards Security Deposit shall be up to three months more than the period of completion of work as stipulated in the LOI and the same will be kept valid by proper renewal till the completion of the work.
- vi) BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the vendor's failure to fulfil any of the contractual obligations or in the event of termination of contract as per terms and conditions of the contract. BHEL reserves the right to set off the Security Deposit, against any claims of any other contracts with BHEL.

2.3 Conditions for acceptance of bank guarantees

Vendors are advised to obtain Bank Guarantee preferably from any of the following BHEL consortium banks

| Sl. No. | Nationalised Bank | | Nationalised Bank |
|----------------|---------------------------|----|---|
| 1 | Allahabad bank | 19 | Vijaya Bank |
| 2 | Andhra bank | | Public Sector Banks |
| 3 | Bank of Baroda | 20 | IDBI |
| 4 | Canara Bank | | Foreign bank |
| 5 | Corporation bank | 21 | CITI Bank N.A |
| 6 | Central bank of India | 22 | Deutsche Bank AG |
| 7 | Indian Bank | 23 | The Hongkong and Shanghai Banking Corporation Limited |
| 8 | Indian Overseas Bank | 24 | Standard Chartered Bank |
| 9 | Oriental bank of Commerce | 25 | J P Morgan |
| 10 | Punjab National Bank | | |
| 11 | Punjab & Sindh Bank | | Private bank |
| 12 | State Bank of India | 26 | Axis Bank |
| 13 | State Bank of Hyderabad | 27 | The Federal Bank Limited |
| 14 | Syndicate Bank | 28 | HDFC |
| 15 | State Bank of Travancore | 29 | Kotak Mahindra Bank |
| 16 | UCO Bank | 30 | ICICI |
| 17 | Union Bank of India | 31 | Indusind Bank |
| 18 | United Bank of India | 32 | Yes Bank |

Bank Guarantees from Banks outside BHEL's consortium shall be as below:

The Bank Guarantees of all Public sector banks can be accepted (in addition to consortium banks)

The Bank Guarantees of Co-operative banks shall not be accepted.

Bank Guarantees of other than consortium bank and public sector bank can be accepted subject to an overall exposure limit (at New Delhi) of Rs. 10 crores for banks with networth of more than Rs. 500 crores as on last balance sheet date and Rs 5 crores for banks with net worth between Rs. 350 to Rs 500 crores (A certificate and copy of latest Balance Sheet to be given by the Bank at the time of submission of Bank Guarantees).

In case of private sector banks a clause to be incorporated in the text of Bank Guarantee that it can be enforceable by being presented at any branch of the bank.

In case of foreign vendors the bank guarantees issued by foreign banks may be confirmed by our consortium bank in India.

In case of Bank Guarantees given by Non-Consortium banks (Private sector or Public sector), the Bank Guarantees are to be enforceable in New Delhi or the town/ city in which the sector office is located.

2.4 RETURN OF SECURITY DEPOSIT:

If the vendor duly performs and completes the work in all respects to the entire satisfaction of BHEL, security deposit will be released to the vendor after deducting all costs, expenses and other amounts that are to be paid to BHEL under this contract or other contracts entered into with the vendor. It may be noted that in no case the Security Deposit shall be refunded/released prior to passing of final bill.

2.5 Bank Account Details for submission of EMD/ Security Deposit through electronic fund transfer mode.

| | |
|-------------------------------|---|
| NAME OF THE COMPANY | BHARAT HEAVY ELECTRICALS LTD |
| ADDRESS OF THE COMPANY | TRANSMISSION BUSINESS GROUP, 5TH FLOOR, TOWER A ADVANT NAVIS IT BUSINESS PARK, PLOT NO. 7, SECTOR-142, EXPRESSWAY NOIDA, NOIDA – 201305 (U.P.) |
| NAME OF BANK | HDFC BANK |
| NAME OF BANK BRANCH | ARERA COLONY, BHOPAL |
| CITY | BHOPAL |
| ACCOUNT NUMBER | 00620320000021 |
| ACCOUNT TYPE | CASH CREDIT |
| IFSC CODE | HDFC0000062 |
| MICR CODE | 462240002 |

3.0 TERMS OF PAYMENT

- 3.1. No advance payment will be made to contractor.
- 3.2. Based on date of receipt of your bills & SLA reports as verified by the System Administrator & duly certified by DTG department, quarterly payment will be made to the contractor on pro-rata basis. The payment will be made within 30 days on receipt of the bill in IT department.
- 3.3. Bidder shall be responsible for all payments including salary and statutory dues to its employees or agents and BHEL shall in no event be responsible for any payments whatsoever to the employees of bidder.
- 3.4. The payment shall be made to the vendor on certification of DTG department of BHEL- TBG.
- 3.5. All decision of the DTG department of BHEL- TBG with respect to the payments shall be final & binding to the vendor.

4.0 TAXES & DUTIES:

- 4.1 All taxes (except GST), duties , charges , royalties, cess and any other levies by Central/ State/local authorities for the execution of the contract shall be borne by the contractor and shall not be payable extra . Any increase of the same at any stage during execution of the contract shall be borne by the contractor. Quoted price of the same shall be inclusive of all such requirements.
- 4.2 Contractors have to make their own arrangement at their cost for completing the formalities, if required with relevant taxation authorities, for bringing their material, plant and machinery at site for the execution of the contract. Road permits / way bill, if required shall be arranged by the contractor.
- 4.3 The Contractor is responsible to furnish documentary evidence towards GST Registration of the State wherein the site is located or any other documents as per GST Act which may be required from time to time. BHEL will not be held to be responsible for any non-compliance of the Contractor in respect of GST laws as framed from time to time.
- 4.4 Goods and Service Tax (GST) will be reimbursed to the Contractor subject to the following conditions: -
 - (i) Submission of valid GST Compliant Tax Invoice as per the GST Invoice Rules.
 - (ii) The Invoice raised by the Contractor should indicate the BHEL GST Registration Number.)
- 4.5 The GST amount shall get reflected within prescribed time limit in the GSTN for BHEL to avail the input credit. If the GST Credit is reversed/ denied/ delayed to BHEL due to non-receipt/delayed receipt of Services and/or tax invoice or due to expiry of timeline prescribed in GST law or due to any other factor for availing such Input Tax Credit (ITC) or for any other reason arising out of the act directly attributable to the Contractor, GST amount shall be recoverable from Contractor from any dues payable to the Contractor along with any interest levied/ leviable on BHEL.

- 4.6 Statutory variation, if any, on account of GST will be payable by BHEL at actuals on submission of documentary evidence.
- 4.7 TDS under Income Tax Act/ GST Act shall be deducted as per applicable rates unless Exemption certificate, if applicable, from the appropriate Authority is furnished to BHEL along with the Invoice.
- 4.8 **New Taxes & duties (Introduced after tender opening date):**
If any new tax or duty is levied by the Central/State Government/Municipality/Local Authority and becomes directly applicable on items specified in the Bill of Quantities, full reimbursement shall be made subject to submission of documentation as per statute.

5.0 VARIATIONS

Any change (increase or decrease) in the total inventory during a quarter will be considered only from the next quarter. The increase or decrease will be applicable only if the impact is 10% or more of the prices in Annexure-I (Inventory Cum Price Schedule) Calculation of revised value in case of addition or deletion of inventory will be at actuals

6.0 TIME SCHEDULE:

The contract shall be valid for 01 (one) year from the date of issue of LOI. However, BHEL may renew the contract with mutual consent. BHEL shall reserve the right and option to effect premature termination of this contract at any point of time, if felt necessary without any financial implication on BHEL. No compensation/ extra payment will be made to tenderer for pre mature termination.

7.0 DEPLOYMENT OF MANPOWER

Successful tenderer shall be required to deploy/ deemed deploy the service engineer on date of LOI.

8.0 LIQUIDATED DAMAGE :

Liquidated damage/ penalty of ½ % (half percentage) of contract value of the individual work order **per week** shall be deducted in case:

- 8.1 The contractor fails to deploy qualified personnel (as per contract) within the initial mobilization period (15 days) fixed in the tender or as indicated in Work Order or at any time repudiates the contract.
- 8.2 The contractor fails to provide alternate qualified IT personal (as per contract) within a week as per BHEL request, in case of IT personal is found unqualified/ behaving in unethical / unacceptable/ working in non-professional ways.

Total ceiling limit of LD and Penalty under above clause shall be 10% of the contract value with applicable GST (if any). Once the maximum limit of delay is reached (i.e. 20 weeks of delay) BHEL may consider termination of the contract and forfeiture of the Security deposit. Amended/ revised work order value shall be considered for calculating LD/ penalty.

- 8.3 An amount of Rs.200/- per day shall be recovered/ deducted as penalty in the event of any delay in making the payment of any wages or dues to the service engineer by the tenderer i.e. after 07th of subsequent month.

- 8.4 If the service engineer deployed by the tenderer fails to carry out the activities mentioned in the contract, on any day during the contract period, a penalty of Rs.200/- per day as penalty will be charged.
- 8.5 In the event of any dispute regarding imposition of LD between BHEL and the tenderer, the decision of BHEL shall be final and binding.

9.0 FINALIZATION OF CONTRACT AND ALLOCATION OF JOB:

The contract will be awarded for entire quantity to one party on overall L1 basis.

10.0 VALIDITY OF OFFER

The offer shall be kept open for acceptance for a minimum period of four months from the date of opening of tenders. In case BHEL calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the tenderer.

11.0 SECRECY/ CONFIDENTIALITY

The service/ work executed by the vendor shall be the property of BHEL & shall not be passed on / leaked to any person or agency out-side BHEL, TBG division. This shall be the responsibility of the vendor & his representatives. Non-compliance of this condition shall lead to prosecution under the law of the land.

12.0 RIGHTS OF BHEL

BHEL reserves to itself the following rights without entitling the Vendor for any compensation

- 12.1 To get the work done through another agency at the risk and cost of the Vendor, in the event of poor quality of service, persistent disregards of instructions of BHEL, assignment, transfer, subletting of the contracted service without written permission of BHEL, non fulfilment of any contractual obligations etc. and to claim/recover compensation for such losses from the vendor from Security Deposit/other dues.
- 12.2 To withdraw any portion of service and/or to restrict/alter quantum of service as indicated in the contract during the tenure of the contract and get it done through other agency to suit BHEL/ its customer requirement or due to other emergent reasons/BHEL's obligations to its customer.
- 12.3 To terminate the contract after due notice and forfeit Security Deposit and recover the loss sustained in getting the balance work/service done through other agencies in addition to liquidated damages/penalty in the events of
- a) Continued poor performance of the vendor/ assigned workforce.
 - b) Withdrawal of workforce from the site without BHEL permission
 - c) Corrupt or illegal or unlawful act of the vendor/ assigned workforce.
 - d) Persistent disregard of the instructions of BHEL.
 - e) Assignment, transfer, subletting of the contract work without BHEL's written permission.
 - f) Fails to provide workforce as per BHEL requirement.

g) Non-payment to workforce for three consecutive months.

h) Non-fulfilment of any statutory compliance/ contractual obligations.

- 12.4 To recover any moneys due from the Vendor, from any moneys due to the vendor under this or any other contract or from the Security Deposit.
- 12.5 To recover additional cost incurred in execution of work/service along with BHEL overhead (i.e. @ 5% of executed value of such work/service) in case BHEL has decided to execute the work/service at risk & cost of the vendor. The work/service can be executed either directly by BHEL or through another agencies. This shall be over and above the Liquidated damages/penalties as per relevant clause.
- 12.6 To terminate the Contract or to restrict the quantum of work and pay only for the portion or work done in case BHEL's contract with its customer is terminated/ altered/ deferred/ disputed/ frustrated for any reasons.
- 12.7 To effect recoveries from any amounts due to the vendor under this or any other contract or in any other form the moneys which BHEL is forced to pay to anybody due to vendor's failure to fulfil any of his obligations.

13.0 CONSEQUENCES OF CANCELLATION:

Whenever BHEL exercises its authority to terminate the contract/withdraw a portion of work, the work may be got completed by any other means at the vendor's risk and cost provided that in the event of the cost of completion (as certified by the BHEL's Engineer which shall be final and binding on the vendor) being less than the contract value, the advantage shall accrue to BHEL. If the cost of completion exceeds the money due to the Vendor under the Contract, the Vendor shall either pay the excess amount demanded by BHEL or the same shall be recovered from the vendor. This will be in addition to the forfeiture of Security Deposit and recovery of liquidated damages as per relevant clauses.

14.0 LAW GOVERNING THE CONTRACT AND COURT JURISDICTION:

The Contract shall be governed by the Law for the time being enforced in the Republic of India. The Civil Court at Delhi having ordinary Original Civil Jurisdiction shall alone have exclusive jurisdiction in regard to all claims in respect of this contract.

15.0 FORCE MAJEURE:

- 15.1 The following shall amount to force majeure conditions:
- 15.2 Acts of God, Act of any Government, war, sabotage, riots, civil commotion, Police action, revolution, flood, fire cyclone, earthquake, epidemic and other similar causes over which the vendor has no control.
- 15.3 If the vendor suffers delay in the due execution of the contract, due to delays caused by force majeure conditions, as defined above, the agreed time of completion of the work covered by this contract may be extended by a reasonable period of time in consultation and after agreement of BHEL's clients/owner, provided that on the occurrence of any such contingency, the Vendor immediately reports to BHEL in writing the causes of no or. The Vendor shall not be eligible for any compensation on this account.

16.0 ARBITRATION :

Except as provide 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 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 Unit/Region/Division issuing the Contract.

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 New Delhi.

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

Subject to the arbitration in terms of clause L above, the court at New Delhi shall have exclusive jurisdiction over nay 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 the event of dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No.4(1)/2013-DPE9GM)/FTS-1835 dated 22.05.2018.

17.0 FACILITIES PROVIDED TO MSEs

17.1 Following facilities shall be provided to MSEs

a)Exemption from submission of EMD

- i) "MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or Udyog Aadhar Memorandum or EM II certificate along with attested copy of a CA certificate (Format enclosed at Annexure -1 where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer.

SPECIAL CONDITIONS OF CONTRACT

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1.0 CONTRACTOR OBLIGATIONS

- 1.1 From Bidder's team, one engineer should be posted at BHEL-TBG, Advant Office, Noida (expert in PC, peripherals and in Server & Network).

Resident Engineer to be posted at BHEL shall follow BHEL's working hours (09 am to 05.30 pm) & holiday calendar. Resident engineer should be competent enough and should have minimum one years' experience. Name of certified engineer along with their bio-data should be offered. The resident engineer acceptable to BHEL will only be posted. If the performance of any engineer is unsatisfactory he should be replaced within 7 days. Contact details of a senior person should be provided as a single point contact for escalation of complaints. In case RE is on long leave, back-up RE has to be provided by Bidder.

Telephone and Desktop with network connection shall be provided by BHEL.

Expertise should be readily available in the following mentioned areas as and when required by BHEL: Printer maintenance, Server Maintenance, Network troubleshooting, desktop / Laptop Management

- 1.2 Tenderer or his authorized representative will be solely entitled to dictate such service engineer about the manner of carrying out the work as per the prescribed specifications and quality plan.
- 1.3 Tenderer to ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience, etc. Police verification of the employee has to be furnished by tenderer. Tenderer shall be fully responsible for theft, burglary, fire or any mischievous deeds by their personnel. Tenderer will engage only such employee who are medically fit and are disciplined and will not employ any person below 18 & beyond 60 years of age. The workforce deployed by the tenderer should not be suffering from any communicable diseases.
- 1.4 Tenderer should issue appropriate appointment letters to his employee.
- 1.5 Tenderer shall provide employment card /Identity cards with photograph duly verified and attested by the Tenderer to his employee. Tenderer to indicate the name of the proprietor/partnership firm/company, place of work, contact number and duration of validity of card.
- 1.6 Tenderer will be responsible for the good conduct of his employee. In case of any misconduct/ misbehavior by any employee, the tenderer will replace such employees(s) immediately. Opinion of BHEL will be final and binding on tenderer with respect to the conduct of his employee.
- 1.7 Tenderer will ensure that the work is executed through his employee on his rolls and under no circumstances the tenderer will deploy any casual employees to carry out the work nor shall sub-contract the work without prior written permission.
- 1.8 Tenderer will keep watch on his employee and he will be liable for any pilferage / loss to BHEL, due to acts of omission and commission by his employees. Similarly, liability for

any compensation to outsiders on account of any act of omission and commission by the employees deployed by the tenderer shall lie exclusively with him.

- 1.9 The tenderer shall be responsible for enforcing all safety regulations as applicable.
- 1.10 Tenderer shall be directly responsible for all disputes arising between him and his personnel and keep BHEL indemnified against all losses, damages and claims arising thereof.
- 1.11 The Workforce engaged by the tenderer shall be subject to security check by BHEL security staff (if deployed by BHEL) while entering/leaving the office.
- 1.12 In the event of termination of contract for any reason whatsoever, the tenderer shall withdraw all his employee from the establishment of BHEL. In case tenderer decides to terminate services of his employee, he should settle all terminal dues including retrenchment compensation.
- 1.13 In case, while on duty and during the course of engagement in work premises of the BHEL under this Agreement, if any of the Contractor's workforce meet (s) with any injury / indisposition due to accident or other natural calamities, the tenderer shall ensure that immediate and adequate medical aid viz., first -aid and subsequent treatment facilities are provided to the person(s) concerned free of cost without fail. In addition, the tenderer shall also be liable for meeting with statutory liabilities like ESI, PF etc. in respect to his workers.
- 1.14 In case of a fatal or disabling injury/accident to any person at working station pertaining to this work, the victim and/or his/her dependents shall be compensated by the tenderer as per statutory requirements. However, if considered necessary, BHEL shall have the right to impose appropriate financial penalty on the tenderer & recover the same from payments due to the tenderer for suitably compensating the victim and/or his/her dependents. Before imposing any such penalty, appropriate enquiry shall be held by BHEL giving opportunity to the tenderer to present his case.
- 1.15 In case of any damage to property due to lapse by the tenderer/employer of the tenderer, BHEL shall have the right to recover the cost of such damages from the payments due to the tenderer.

2.0 STATUTORY LIABILITIES

- 2.1 All statutory requirements under minimum wages Act, 1948, payment of wages Act, 1936, Workmen compensation Act 1923, EPF & MP Act 1952, Fatal Accidents Act 1855, Payment of Gratuity Act 1972, and ESI Act 1948. The contract Labor Act (R&A) Act 1970, Payment of Bonus Act 1965, Income Tax Act, Service Tax Act and all other applicable Acts shall be complied by the contractor.
- 2.2 In case the tenderer fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the security deposits/ other dues// running bills under the contract can be utilized by BHEL to discharge the liability of the tenderer.
- 2.3 Tenderer shall indemnify BHEL against claims and losses under various Labor Laws, statutes or any civil or criminal law in connection with employees deployed by him.

- 2.4 The liability for any compensation on account of injury sustained by an employee of the tenderer will be exclusively that of the tenderer.
- 2.5 Tenderer should have independent code numbers/ exemptions under EPF & MP Act, 1952 and ESI Act, 1948 and shall cover his employees under the said codes.
- 2.6 Tenderer shall observe Provisions of the local administration and/or for local sites/sector offices in respect of working hours, holidays, rest intervals, leave and overtime to his employees. No overtime or No work shall be done on Sunday or on other declared holidays without permission.
- 2.7 In case a tenderer employs women as employees, he will discharge his obligations under law in respect of such women workers including prohibition of engaging them during night hours, prohibition of employing them for more than 9 hours per day, grant of maternity leave as per rules etc.
- 2.8 Tenderer should have obtained a Labour license from appropriate Government under Contract Labour (Regulation and Abolition) Act 1970, ESI Act and other relevant legislations.
- 2.9 In case of any contradictions under similar clauses of the tender enquiry, the provisions under special conditions of contract shall prevail.
- 2.10 During the currency of the contract if any new act/ rule/ guidelines are issued by Government authorities then same has to be followed.

3.0 CERTIFICATE OF INDEMNITY

In case of any dispute, the decision taken by BHEL Management will be final and binding on the successful tenderer. The workforce deployed by the tenderer will have no right or claim for the permanent absorption in BHEL. In this connection, the tenderer have to submit an affidavit duly signed by all the workforce deployed at BHEL on a stamp paper of ₹100/- duly notarized.

4.0 CHARACTER VERIFICATION AND ANTECEDENCE:

The tenderer should get the character / antecedence of workmen deployed by them at the job premises, verified by the Police Authorities before engaging and deploying them in our premises. In case the vendor desires to change the manpower deployed by him, due to any reason, the new incumbent should be deployed with the clearance of Work-in-Charge.

5.0 Confidentiality

Vendor /Lessor and its representative shall, at all time , undertake to maintain complete confidentiality and integrity of all data, information, software, drawings & documents etc. belonging to the purchaser/lessee and also of the systems, procedures, reports, input documents, manuals. Results and any other company documents discussed and/or finalised during the course of execution of the order /contract.

6.0 Other Conditions :-

Vendor should provide a 24 X 7 Contact no. (Mobile/ Landline) to BHEL TBG.

Any faults reported by e-mail, telephone shall be attended by the vendor immediately

The support level required for the services mentioned shall be as per BHEL/ TBG working hours.

7.0 PVC, ORC & other compensations are not applicable to this contract.