

TENDER NO – PSER:SCT:MIS-S2099:21		
VOLUME- IF	TECHNICAL SPECIFICATIONS & SPECIAL CONDITION OF CONTRACT	PAGE 1 OF 15

SCOPE, SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

1.0	<u>NAME OF THE WORK</u>			
	“Watch and ward services in various project Sites of Power Sector Eastern Region located in various States in India”			
2.0	<u>SCOPE OF WORK</u>			
2.1	The scope of work of watch and ward services shall include:			
2.1.1	Round the clock protection of the assets and work force of BHEL by deploying security personnel i.e. Security Guards (Semi Skilled Worker) and Security Supervisor (Skilled Worker) on eight-hour duty basis, upto three shifts per post and General Shift in various project sites within the geographical jurisdiction of following states:-			
	Sl no.	Name of Project	Site Address	State in which Site is located
	i)	NTPC Bongaigaon Site	BHEL Site Office, 3 X 250 MW NTPC-Bongaigaon TPP, P.O. Salakati, Dist. Kokrajhar (BTAD) , Assam-783369	Assam
	ii)	Sagardighi Site (Unit-5)	BHEL Site Office, Sagardighi (Extn.) Project-Ph.II-(2x500 MW (Extn.)), Sagardighi,Dt. Murshidabad, West Bengal-742237,	West Bengal
	iii)	Suratgarh Site	BHEL Site Office, 2X660MW BHEL-PSER Suratgarh site office STPS, Thermal Power Plant Suratgarh, Dist-Sri Ganganagar Rajasthan – 335805	Rajasthan
	iv)	Rourkela Site	BHEL Site Office (1 x 250 MW NSPCL Rourkela TPP-III) Rourkela Steel Plant, Rourkela, Dist-Sundargarh, Odisha, Pin-769011	Odisha
	v)	Kalinganagar	BHEL SITE OFFICE, CPP Ph-II , Tata Steel Kalinganagar, Duburi Dist : Jajpur, Odisha , PIN : 755026	Odisha
2.1.2	To prevent theft, burglary, trespassing and presumption of any untoward incidents etc. in and around BHEL Material Store Yards, Site Office and any other areas in the interest of BHEL in concerned Project Site(s).			
2.1.3	Handling and maintenance of security gadgets, if any.			
2.1.4	Providing and ensuring use of Uniform, liveries and all other materials required for the purpose.			
2.1.5	Checking all the incoming and outgoing vehicles, vendors, regular workers, visitors, agencies, contract workers, materials etc. and maintaining records thereof.			
2.1.6	Providing assistance in case of strikes, riots and Labour unrest, emergencies, community functions, sports & games, protection to employees of BHEL and its property in the event of theft, wilful damages and sabotages etc.			
2.1.7	Complying with the formalities required under the Law and lodging FIR with the Police in case of loss of any item by theft or pilferage.			
2.1.8	Regulation of authorized entries and restriction of unauthorized entries (personnel & vehicle), issuing Identity Cards / access cards to contract personnel, vendors, visitors etc.			
2.1.9	Collecting intelligence information and taking appropriate steps to prevent untoward incidents and informing the management promptly about it.			

TENDER NO – PSER:SCT:MIS-S2099:21		
VOLUME- IF	TECHNICAL SPECIFICATIONS & SPECIAL CONDITION OF CONTRACT	PAGE 2 OF 15

2.1.10	Implementation of traffic rules / safety & environment rules / protecting trees etc. from falling in project sites.						
2.1.11	Maintaining and keeping of records related to the scope of work as per requirement / instructions of Officer In-charge of BHEL or Construction Manager.						
2.1.12	Checking of RR/LR /LWB/GR/Delivery Challan / Lorry Advice Slip (LAS), Material Receipt Certificate (MRC) and Store Receipt Voucher (SRV) while consignment being unloaded in BHEL Material Stores / Yards and Requisition cum Issue Voucher (RIV) and Gate Passes while materials being issued to Sub contractors.						
2.1.13	Providing Services of additional security personnel during emergency, if required.						
2.1.14	Deployment of necessary security personnel including supervisor(s).						
2.1.15	Round the clock deployment of industrially intelligent professional and watch & ward staff to protect company's assets and employees.						
2.1.16	Collecting intelligence information in advance to take adequate precautions for prevention.						
2.1.17	Surveillance and monitoring of CCTV and handling of electronic gate access devices (if inducted).						
2.1.18	Any other job assigned by BHEL for safety and security of company's asset and workforce (within the city).						
2.1.19	Hoisting and lowering of BHEL FLAG as per the scheduled Dawn and Dusk time						
3.0	Deployment of Security Personnel / Manpower Requirement :						
3.1	Vital installations / Security Posts for smooth functioning and discharging the scope of work will be decided by Construction Manager of the concerned Project Sites.						
3.2	Tentative Deployment plan of Security Guards and Security Supervisors will as per followings:						
	Para no.	Name of Project				State in which Site is located	
	3.2.1 to 3.2.2	NTPC Bongaigaon Site				Assam	
	3.2.3 to 3.2.4	Sagardighi Site (Unit-5)				West Bengal	
	3.2.5 to 3.2.6	Suratgarh Site				Rajasthan	
	3.2.7 to 3.2.8	Rourkela Site				Orissa	
	3.2.9 to 3.2.10	Kalinganagar Site				Orissa	
3.2.1	Deployment plan of Security Guards for NTPC Bongaigaon Site :						
	Post no.	NAME OF THE POST/ VITAL INSTALLTION	GENERAL SHIFT	A SHIFT (06:00 HRS TO 14:00 HRS)	B SHIFT (14:00 HRS TO 22:00 HRS)	C SHIFT (22:00 HRS TO 06:00 HRS)	
	i)	Office Gate		1	1	1	
	ii)	Yard No. 3		1	1	1	
	iii)	Store No. 1 & 2		1	1	1	
	iv)	BHEL Guest House		-	1	1	
	v)	BHEL Field Hostel		-	-	1	
	TOTAL			3	4	5	

3.2.2	Deployment plan of Security Supervisors for NTPC Bongaigaon Site:					
	Post no.	NAME OF THE POST/ VITAL INSTALLTION	GENERAL SHIFT	A SHIFT (06:00 HRS TO 14:00 HRS)	B SHIFT (14:00 HRS TO 22:00 HRS)	C SHIFT (22:00 HRS TO 06:00 HRS)
	vi)	BHEL Site Office & Patrolling	1	-	-	-
3.2.3	Deployment plan of Security Guards for Sagardighi Project Site :					
	Post no.	NAME OF THE POST/ VITAL INSTALLTION	GENERAL SHIFT	A SHIFT (06:00 HRS TO 14:00 HRS)	B SHIFT (14:00 HRS TO 22:00 HRS)	C SHIFT (22:00 HRS TO 06:00 HRS)
	i)	BHEL Site Office		1	1	1
	ii)	EXSISTING STORE CS-2 & NEW STORE		1	1	1
	iii)	Township		1	1	1
	iv)	3 New Store near dozer shed		2	2	2
	v)	1 New Store near PDCL Store		1	1	1
	vi)	EXSISTING STORE CS-3, CS-4 & Way bridge		1	1	1
	vii)	Open yard back of coal stock yard 1 & 2		2	2	2
	viii)	Near batching plant area YARD-1		2	2	2
	ix)	Open yard back of coal stock yard 3 &4		2	2	2
	x)	Erection site (Power house and CHP)		2	2	2
	xi)	Cable Yard		1	1	1
		TOTAL		16	16	16
3.2.4	Deployment plan of Security Supervisors for Sagardighi Project Site:					
	Post no.	NAME OF THE POST/ VITAL INSTALLTION	GENERAL SHIFT	A SHIFT (06:00 HRS TO 14:00 HRS)	B SHIFT (14:00 HRS TO 22:00 HRS)	C SHIFT (22:00 HRS TO 06:00 HRS)
	xii)	BHEL Site Office & Patrolling		1	1	
3.2.5	Deployment plan of Security Guards for Suratgarh Project Site:					
	Post	NAME OF THE POST/ VITAL INSTALLTION	GENERAL SHIFT	A SHIFT	B SHIFT	C SHIFT

no.	VITAL INSTALLTION	SHIFT	(06:00 HRS TO 14:00 HRS)	(14:00 HRS TO 22:00 HRS)	(22:00 HRS TO 06:00 HRS)
i)	BHEL Site Office		1	1	1
ii)	RRVUNL Site Office		1	1	-
iii)	Control Room		1	1	1
iv)	Material yard no 1		1	1	1
v)	Material yard no 3		1	1	1
	TOTAL		5	5	4
3.2.6	Deployment plan of Security Supervisors for Suratgarh Project Site:				
Post no.	NAME OF THE POST/ VITAL INSTALLTION	GENERAL SHIFT	A SHIFT (06:00 HRS TO 14:00 HRS)	B SHIFT (14:00 HRS TO 22:00 HRS)	C SHIFT (22:00 HRS TO 06:00 HRS)
vi)	BHEL Site Office & Patrolling	01	--	--	--
3.2.7	Deployment plan of Security Guards for Rourkela Site :				
Post no.	NAME OF THE POST/ VITAL INSTALLTION	GENERAL SHIFT	A SHIFT (06:00 HRS TO 14:00 HRS)	B SHIFT (14:00 HRS TO 22:00 HRS)	C SHIFT (22:00 HRS TO 06:00 HRS)
i)	Yard No. 6, Store 1 & 2		1	1	1
ii)	BHEL Site Office, Yard 4 & 14		1	1	1
iii)	Yard No. 3, 5, 9 & 10		1	1	1
iv)	Store No. 3		1	1	1
v)	Yard No. 7		1	1	1
vi)	Yard No. 2		1	1	1
vii)	Opposite RSP Fire Station		2	2	2
viii)	Yard No.16		2	2	2
ix)	Yard No. 19		1	1	1
	TOTAL		11	11	11
3.2.8	Deployment plan of Security Supervisors for Rourkela Site:				
Post no.	NAME OF THE POST/ VITAL INSTALLTION	GENERAL SHIFT	A SHIFT (06:00 HRS TO 14:00 HRS)	B SHIFT (14:00 HRS TO 22:00 HRS)	C SHIFT (22:00 HRS TO 06:00 HRS)
x)	BHEL Site Office & Patrolling		1	1	1

TENDER NO – PSER:SCT:MIS-S2099:21		
VOLUME- IF	TECHNICAL SPECIFICATIONS & SPECIAL CONDITION OF CONTRACT	PAGE 5 OF 15

3.2.9	Deployment plan of Security Guards for Kalinganagar Site:					
	Post no.	NAME OF THE POST/ VITAL INSTALLTION	GENERAL SHIFT	A SHIFT (06:00 HRS TO 14:00 HRS)	B SHIFT (14:00 HRS TO 22:00 HRS)	C SHIFT (22:00 HRS TO 06:00 HRS)
	i)	Store		1	1	1
	ii)	Open Yard		1	1	1
	iii)	BHEL Site Office		1	1	1
	TOTAL			3	3	3
3.2.10	Deployment plan of Security Supervisors for Kaliganagar Site:					
	Post no.	NAME OF THE POST/ VITAL INSTALLTION	GENERAL SHIFT	A SHIFT (06:00 HRS TO 14:00 HRS)	B SHIFT (14:00 HRS TO 22:00 HRS)	C SHIFT (22:00 HRS TO 06:00 HRS)
	iv)	BHEL Site Office & Patrolling	1	-	-	-
3.3	The above strength are peak period strength and there will be lesser nos. at the beginning and at the end of the project and the requirement shall be reviewed by BHEL taking into account the changed conditions from time to time. However, the variation is subject to approval of the Competent Authority of BHEL. Payment shall be made on prorata basis depending on the actual deployment of personnel on duty.					
3.3.1	For any future requirement of deployment of security personnel for any other site(s) in the same jurisdiction of the appropriate Govt and PSARA license scope of the bidder, BHEL may ask the Bidder to deploy security personnel on the same rates, terms and conditions. Bidder would be required to provide security service as per BHEL requirement in this regard.					
3.4	However, Bidder's scope is not only to provide manpower but also to discharge all requirements as per scope of the contract.					
3.5	ELIGIBILITY OF THE SECURITY PERSONNEL					
3.6.1	The Bidder shall not employ or engage a person as a Supervisor or a Security Guard unless he fulfils the conditions specified in The Private Security Agencies (Regulation) Act, 2005 and as per that State PSARA/ Rules.					
3.6.2	Height: 160 cm (Relaxation of 5 cm in case of Scheduled tribe) Chest: 80 cm with an expansion of 4 cm Weight: As per Standard table of height & weight Normal vision: 6/6 standard					
3.6.3	Security personnel should be free from Knock Knee and Flat foot, free from any hearing defect, colour blindness, hypertension and also free from any contagious disease.					
3.6.4	Age of Security Personnel: - 18 Years to 65 Years.					
3.6.5	All the employees engaged by the Bidder must obtain health certificate in the prescribed format at their own cost from any Medical practitioner/Officer that they are free from all contagious diseases & have good health standard to perform the duty.					

TENDER NO – PSER:SCT:MIS-S2099:21		
VOLUME- IF	TECHNICAL SPECIFICATIONS & SPECIAL CONDITION OF CONTRACT	PAGE 6 OF 15
3.7	The educational qualification of the Security Supervisor should be preferably not less than 10+2 standard. It is desirable that Security Supervisor should be able to Speak, Read and Write Hindi, English and Language of the State.	
3.8	The security personnel engaged by the Bidder should not be under influence of liquor and other addiction while on duty.	
3.9	No security personnel shall be allowed to perform their duty with improper uniform, Safety Shoes and Helmet at Project Sites.	
3.10	The Bidder will have to reshuffle its personnel periodically to obviate collusion on receipt of complaint from BHEL.	
3.11	If any security person is disobedient or mischievous, the Bidder will replace the said security personnel immediately.	
3.12	Security Guards on Leave or absent for any unforeseen reason, replacement to be at once made by Bidder without hampering the duty. No extra payment would be made by BHEL.	
3.13	The Bidder shall ensure the Security Personnel deployed are his own employees and they are not borrowed from other Bidder on deputation or attachment. Bidder shall, therefore, furnish a certificate to this effect including a copy of appointment letters issued to them.	
3.14	The Bidder shall be fully responsible for his workers / personnel with regards to terms of employment and non-employment of service. BHEL shall not be held responsible in any manner whatsoever in respect of workers engaged by the Bidder for carrying out the job at project sites of BHEL in the state of West Bengal or any other State(s).	
3.15	The Bidder shall furnish a copy of list of workers proposed to be deploy under the contract with details like name, father's name, date of Birth, educational qualification, two identifying body marks, full residential address (present and permanent), experience, one passport size photograph, PF No. with UAN No. and ESI Number. The Bidder may also be required to submit Police verification or antecedents certificate in respect of persons proposed to be deployed under the contract.	
4.0	Other Terms and Conditions :	
4.1	Bidder shall organize regular PT, Drill, Parade and Roll Call of security personnel at least twice a week deployed at BHEL Site office to improve discipline and maintain their fitness. A trainer for this purpose to be deputed by the agency on regular interval for conducting training and performance / fitness test of security personnel and a report sheet to the effect is submitted to BHEL.	
4.2	BHEL Flag Hoisting/ Lowering: In the BHEL Sites, BHEL flag is being hoisted from Dawn to Dusk every day. Bidder should ensure the hoisting and lowering of BHEL FLAG as per the scheduled time. Month wise Dawn and Dusk timing should be provided by the Bidder in consultation with BHEL.	
4.3	The Bidder shall ensure optimum participation of his security personnel in the FLAG HOISTING ceremony on 1st January (BHEL Day), 26th January (Republic Day) and 15 August (Independence Day) or any other official occasions at BHEL sites.	
4.6	BHEL shall not take any liability for any claim by any security personnel to be absorbed or regularized in the services of the Company. It is reiterated that there is no employer-employee relationship either with the Bidder or with Bidder's employees or with the Bidder's organization. This is a contract and BHEL have no connection directly or indirectly or even remotely with Bidder's employees or with Bidder's organization. This is only a business transaction.	
4.7	If any loss or theft occurs due to negligence of duty of the security personnel authenticated by a joint enquiry, the Bidder will compensate the loss.	

TENDER NO – PSER:SCT:MIS-S2099:21		
VOLUME- IF	TECHNICAL SPECIFICATIONS & SPECIAL CONDITION OF CONTRACT	PAGE 7 OF 15

4.8	<u>SUPERVISION OF THE CONTRACT</u>
4.8.1	The Bidder shall engage experienced Security Supervisor(s) (Highly Skilled worker) as per deployment plan as indicated in clause 3.2 (as applicable) . They should be able to take all decisions regarding deployment of staffs, liaison with law and order authorities, effective control over theft and burglary inside the BHEL Sites and Field Hostel / Residential complex and all other properties of BHEL. The Security Supervisor(s) should be well connected through mobile phone.
4.8.2	Apart from supervision of work of Security Guards and Patrolling, the Bidder's Security Supervisors are required to look after routine administrative functions of the Bidder such as duty deployment, submission of post wise daily attendance statement, bill processing, coordination with BHEL and other outside agencies and for discharging required administrative assignments as desired by the BHEL from time to time.
4.8.3	The Bidder shall take all necessary safety precautions for his workmen working during any hour of the day and shall be responsible for any first aid / emergency treatment for his employees / workmen.
4.8.4	In the event of any damage occurring to any work / property of BHEL on account of malicious act due to negligence on part of the Bidder / their worker, the Bidder shall reconstruct / repair and make good any such damaged work at their own cost to the full satisfaction of the Officer-in-charge.
4.8.5	The Bidder shall be held responsible for any loss to BHEL property due to negligence in duty by the security personnel authenticated by a joint enquiry. The cost of materials shall be held up / recovered from running bill of the bidder, if found necessary.
4.9	<u>HEALTH, SAFETY AND ENVIRONMENT:</u>
4.9.1	The Bidder will ensure that the security personnel do not indulge in any unsafe and hazardous practice. They will ensure that his labour uses safety equipment such as shoes, goggles, masks etc. where use of such equipment is required in day-to-day operations. They will ensure that safety measures as recommended and stipulated in the Safety Rules of BHEL are strictly followed. Also general guidelines to protect environment shall be strictly adhered to. The Bidder must obtain health certificate of security personnel at his own cost from any registered Medical Practitioner / Officer that they are free from all contagious diseases and have good health standard to perform their duties.
4.10	<u>WORKMEN COMPENSATION:</u>
4.10.1	The Bidder shall ensure all his employee through ESI policy for discharge of this liability and submit a copy thereof to BHEL. If the area is not covered under ESI, suitable Workman Policy /Group Accidental Policy should be obtained and submit a copy thereof to BHEL.
4.11	<u>EMPLOYMENT OF PERSONS ENGAGED UNDER THE CONTRACT:</u>
4.11.1	The Bidder will employ such persons for discharging the obligations under the contract, who have educational qualifications, age (18 years to 65 years), experience and medical standards as per mutually agreed specifications. The Bidder will employ required number of competent and qualified supervisors to supervise and control his personnel, to take attendance of his employee, to disburse wages and to do such things as are necessary to maintain discipline among his staffs. The Bidder will have the sole discretion to decide on engaging, rewarding or terminating the services of his workmen.
4.11.2	The Bidder will comply with the provisions of relevant Acts and rules in respect of Working hours, Holidays, Rest, intervals, spread over, Leave and Over-time for his employee. All

TENDER NO – PSER:SCT:MIS-S2099:21		
VOLUME- IF	TECHNICAL SPECIFICATIONS & SPECIAL CONDITION OF CONTRACT	PAGE 8 OF 15

	payments, as due and admissible under the law in this respect will be his sole responsibility.
4.11.3	The Bidder shall provide full particulars of each employee employed by him from time to time in a Performa to be provided to him by BHEL. The Bidder shall endorse a copy of all returns furnished by him to the Labour Department under the Contract Labor (Regulation and Abolition) Act and other Labour Laws through shramsuvidha portal or other similar portal of appropriate government.
5.0	FACILITIES TO BE PROVIDED BY THE BIDDER TO THE SECURITY PERSONNEL AT HIS OWN COST:
5.1	Uniform consisting of two pants, two shirts, Belt, Cap, Whistle, Rain Coat (in Rainy season), Woolen Pull over (in Winter season), Safety Shoe, Safety Helmet, other required Personal Protective Equipment, Laminated Identity Card, Badge, Lan Yard, Socks-02 Pairs, 1 no. Lathi (Uniform to be supplied to each security personnel during the contract period on two yearly basis.) Recovery/adjustment of wage towards the cost of uniform should not to be made by bidder from their engaged workmen under any circumstance.
5.2	Liability on account of deployment of Security Personnel as per clause 3.2. towards payment of Wages/Salaries including uniform, to and fro Travelling cost, if any. Bidder should ensure payment of minimum wages and extending statutory benefits under (i) Employees’ Provident Funds and Miscellaneous Provision Act, 1952, (ii) Employees’ State Insurance Act, 1948 and allied statutes to Security Guards (Semi Skilled Worker) and Security Supervisor (Highly Skilled Worker).
5.3	Security Supervisor on patrolling will be in touch with various security posts and put his signature as a proof of checking the post.
5.4	3-cell torch light with cell to all the security posts. Cost of cells as and when required shall be borne by the Bidder.
5.5	Security Flood light should also be provided by the Bidders and should be available with Security Supervisor(s). Cost of maintenance of light and cells as and when required shall be borne by the Bidder.
5.6	Paper stationary required for maintain of statutory record etc. shall be borne by the Bidder.
5.7	COVID 19 protection Face Mask is mandatory to wear while on duty and liquid soap as per requirement for all posts must be issued by the vendor.
6.0	TERMS OF PAYMENT :
6.1	The job will be measured in terms of manday. MANDAY is defined as ‘An industrial unit of production equal to the work one person can produce in a day’. A certificate from the Officer / Engineer In-charge concerned should be obtained for job measurement for the purpose of release of payment. Payment will be made on monthly basis for services in terms of mandays provided during the month.
6.2	“Manday” under this contract shall mean eight-hour duty on any shift (General, A-Shift, B-Shift, C-Shift) on any day.
6.3	Payment shall be made per manday comprising of pay elements shown in 6.5 below. The Bidder, in turn, shall ensure payment of security personnel deployed during any wage month.
6.4	Rate of Minimum Wages will be decided based on the Appropriate Government in respect of the Client of Project Site for schedule employment under Minimum Wages Act, 1948. Change is to be effected from time to time based on notification in this regard issued by Appropriate

	Government. In case decrease in Minimum Wages due to decrease in VDA, the higher minimum wages last paid shall be protected.		
6.5	The following pay elements shall be payable per duty (08 Hrs) to Security Guards deployed as per deployment plan as indicated in clause 3.2 by the Bidder and shall be reimbursed by BHEL :		
	Sl. No.	Description / Elements	Security Guards (Semi-skilled worker)
			Security Supervisor (Highly skilled worker)
	(a)	MINIMUM WAGE INCL VDA (As per appropriate Govt minimum wage rate and its upward revision time to time)	As applicable
	(b)	PF @12%, EDLI @0.5% and Admin Charge @0.5% on sl.no. 6.5.(a)	As applicable
	(c)	ESI @ 3.25% on sl.no. 6.5.(a)	As applicable
	(d)	Bonus	@ 8.33% on Sl. 6.5 (a)
	(e)	Service Charges applicable on sl.no. 6.5.(a) ,(b), (c) & (d)	As per agreed rate
	(f)	Reimbursement of retrenchment Benefit @ 4.81% (without Service Charge on sl.no. 6.5 (a)	Total nos working months X last three months average minimum wage as per sl.no. 6.5.(a) X @ 4.81%
6.5.1	Prorate cost structure for any future deployment would be accommodated within the scope of SCC clause no.3.3.1.		
6.6	The Bidder, at his own finance, must make payment of wages / other allowances / Statutory Benefits under various statutes to the Security personnel as per deployment plan as indicated in clause 3.2 (as applicable). BHEL shall make reimbursement to the Bidder towards payment of wages / other allowances / Statutory Benefits under various statutes made to security personnel so deployed under this contract.		
6.7	<p>Reimbursement of employers' liabilities towards payment of Contributions and Administrative Charges under (i) Employees' State Insurance Act, 1948 and (ii) Employees' Provident Funds and Miscellaneous Provision Act, 1952 will be made at actual on applicable rates under relevant statutes. The current rate of (i) Employer's Contribution towards under Employees' State Insurance Act, 1948 is 3.25 % of the wages payable and (ii) Employer's Contribution and Administrative Charges thereof under the Employees' Provident Funds and Miscellaneous Provision Act, 1952 are @12%, for Provident Fund, @0.5% Admin Charges on Provident Fund & 0.5% on Employees Deposit Linked Insurance respectively.</p> <p>Calculation for the purpose of Contributions/Administrative Charges towards Employees Provident Fund shall be made on (i) Minimum Wages i.e. Basic Wages (BW) plus Variable Dearness Allowance (VDA) [Clause 6.5(a)]</p> <p>Calculation for the purpose of Contributions/Administrative Charges towards Employees' State Insurance shall be made on (i) Minimum Wages i.e. Basic Wages (BW) plus Variable Dearness Allowance (VDA) [Clause 6.5 (a)]</p>		
6.8	Reimbursement of Overtime so paid to the Security Guards deployed as per deployment plan on National Holidays i.e. Republic Day [26 th January], Independence Day [15 th August] and		

TENDER NO – PSER:SCT:MIS-S2099:21		
VOLUME- IF	TECHNICAL SPECIFICATIONS & SPECIAL CONDITION OF CONTRACT	PAGE 10 OF 15

	Gandhi Jayanti [02 nd October]. Rate will be double the minimum wage rate of 6.5.(a)																																										
6.9	The Bidder has to arrange his own finance for carrying out the job including other financial obligations involved in arrangement of payment to his workmen, Uniform, all tools and tackles during the tenure of this contract. No mobilisation advance shall be paid to the Bidder by BHEL under this contract.																																										
6.10	The first monthly / running bill only be released on submission of copy of PF & ESI showing the number / name of the persons insured under the policy along with other requisite documents																																										
6.11	In case of revision of minimum wages by Appropriate Govt., escalation on the wage cost to the extent of percentage increase applicable for security guards shall be paid.																																										
6.12	Full and Final Payment (Retrenchment) shall be reimbursed to Contractor, if a security personnel is engaged for more than 240 days in a year as per 25(F) of ID Act, 1947																																										
6.13	<p>Bill(s) in duplicate shall be submitted to the Officer-in-charge within 10 days of subsequent month. The monthly bill shall be submitted along with checklist duly filled in. The Checklist shall be as under:</p> <table border="1"> <thead> <tr> <th>Sl No.</th> <th>Description</th> <th>Status of Submission</th> <th>Remarks</th> </tr> </thead> <tbody> <tr> <td>(i)</td> <td>Tax Invoice</td> <td>Submitted / Not Submitted</td> <td></td> </tr> <tr> <td>(ii)</td> <td>Copy of Attendance Sheet/Master Roll</td> <td>Submitted / Not Submitted</td> <td></td> </tr> <tr> <td>(iii)</td> <td>Copy of Wage Sheet</td> <td>Submitted / Not Submitted</td> <td></td> </tr> <tr> <td>(iv)</td> <td>Copy of Receipt copy of advice to Bank for Disbursement /Remittance of Wages</td> <td>Submitted / Not Submitted</td> <td></td> </tr> <tr> <td>(v)</td> <td>Copy of EPF Challan and ECR and Form 36 B</td> <td>Submitted / Not Submitted</td> <td></td> </tr> <tr> <td>(vi)</td> <td>Copy of ESI Challan & Details of contribution sheet</td> <td>Submitted / Not Submitted</td> <td></td> </tr> <tr> <td>(vii)</td> <td>Copy of Professional Tax Challan</td> <td>Submitted / Not Submitted</td> <td></td> </tr> <tr> <td>(viii)</td> <td>Copy of GST Compliance Challan</td> <td>Submitted / Not Submitted</td> <td></td> </tr> <tr> <td>(ix)</td> <td>Copy of Deployment Roster /Chart</td> <td>Submitted / Not Submitted</td> <td></td> </tr> </tbody> </table>			Sl No.	Description	Status of Submission	Remarks	(i)	Tax Invoice	Submitted / Not Submitted		(ii)	Copy of Attendance Sheet/Master Roll	Submitted / Not Submitted		(iii)	Copy of Wage Sheet	Submitted / Not Submitted		(iv)	Copy of Receipt copy of advice to Bank for Disbursement /Remittance of Wages	Submitted / Not Submitted		(v)	Copy of EPF Challan and ECR and Form 36 B	Submitted / Not Submitted		(vi)	Copy of ESI Challan & Details of contribution sheet	Submitted / Not Submitted		(vii)	Copy of Professional Tax Challan	Submitted / Not Submitted		(viii)	Copy of GST Compliance Challan	Submitted / Not Submitted		(ix)	Copy of Deployment Roster /Chart	Submitted / Not Submitted	
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6.14	Bidder shall comply with all statutory obligations. In case of violation the next bill shall be withheld till compliance.																																										
6.15	Bidder should make wage payment by 7 th of every month following which error free bill must be submitted to BHEL after completion of all statutory compliance by Bidder within 2 nd week of every month. Labour discontentment arising due to nonpayment of wage by the bidder shall attract penalty against the Bidder.																																										
6.16	Payment shall be made through RTGS. The Bidder is required to furnish necessary details in mandate form.																																										
6.17	The successful bidder shall mobilize adequate resource for payment of wages and other statutory dues for payment under various Acts. No mobilization advance will be paid to the Bidder by BHEL under this contract.																																										
6.18	BHEL shall deduct / recover the loss due to negligence of the service from the monthly bills and																																										

TENDER NO – PSER:SCT:MIS-S2099:21		
VOLUME- IF	TECHNICAL SPECIFICATIONS & SPECIAL CONDITION OF CONTRACT	PAGE 11 OF 15

	other dues of the Bidder. Such recovery shall be limited to 10% of the bill value.										
6.19	Before the expiry of contract the Bidder shall furnish a specific Indemnity Bond to indemnify BHEL any liability under the provision of EPF Act, ESI Act, ID Act, MW Act, WC Act & HSE policy of BHEL and recovery of loss due to theft and damages.										
6.20	Bidder is required to submit the summary of statutory information in a routine manner & as and when it is being demanded by BHEL for compliance.										
6.21	The contract price shall be inclusive of all applicable taxes, duties & levies etc but exclusive GST. The payment shall be made in Indian currency only by Account Payee cheque /RTGS. Payment will be made on monthly basis and it will be released within 60 (Sixty) days after receipt of bill.										
6.22	GST on the services provided by the Bidder (Security Service Provider) will be made by BHEL as per Notification No. 29/2018- Central Tax (Rate), New Delhi dated 31/12/2018 through Reverse Charge Mechanism.										
7.0	<u>TAXES AND DUTIES</u>										
7.1	All taxes excluding GST with applicable cess & BOCW Cess (mentioned elsewhere in the Tender) but including, Charges, Royalties, any State or Central Levy and other Taxes for materials if any obtained for the work and for the execution of the contract shall be borne by the bidder and shall not be payable extra by BHEL.										
7.2	Any increase in the above at any stage during execution including extension of the contract, if any, shall have to be borne by the contractor. Quoted/ accepted rates/ price shall be inclusive of all such requirements.										
7.3	GST with applicable Cess, legally leviable & payable by BHEL as per GST Law, shall be paid extra by BHEL. Hence, Bidder shall not include GST with applicable Cess in their quoted price.										
7.4	TDS under Income Tax shall be deducted at prevailing rates on gross invoice value from the running bills unless exemption certificate from the appropriate authority/ authorities is furnished.										
7.5	TDS under GST shall be deducted at applicable rates on gross invoice value from the running bills.										
7.6	<p>Bidder shall note that the GST Tax Invoice complying with GST Invoice Rules (Section 31 of GST Act & Rules referred there under) wherein the 'Bill To' details shall be as per following.</p> <p>BHEL GSTN –</p> <table border="1" data-bbox="388 1394 919 1642"> <thead> <tr> <th>State</th> <th>GSTIN of Nodal Unit</th> </tr> </thead> <tbody> <tr> <td>Assam</td> <td>18AAACB4146P1ZE</td> </tr> <tr> <td>West Bengal</td> <td>19AAACB4146P1ZC</td> </tr> <tr> <td>Rajasthan</td> <td>08AAACB4146P1ZF</td> </tr> <tr> <td>Orissa</td> <td>21AAACB4146P1ZR</td> </tr> </tbody> </table> <p>NAME - BHARAT HEAVY ELECTRICALS LIMITED ADDRESS – Respective Site Address.</p>	State	GSTIN of Nodal Unit	Assam	18AAACB4146P1ZE	West Bengal	19AAACB4146P1ZC	Rajasthan	08AAACB4146P1ZF	Orissa	21AAACB4146P1ZR
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7.7	Bidder to intimate immediately on the day of removal of Goods (in case of any supply of goods) to BHEL along with all relevant details and a scanned copy of Tax Invoice through following communication mode for enabling BHEL to meet its GST related compliances										

TENDER NO – PSER:SCT:MIS-S2099:21		
VOLUME- IF	TECHNICAL SPECIFICATIONS & SPECIAL CONDITION OF CONTRACT	PAGE 12 OF 15

	In case of delay in submission of the abovementioned documents on the date of dispatch, BHEL may incur penalty /interest for not adhering to Invoicing Rules under GST Law. The same will be liable to be recovered from the successful bidder, if such delay is attributable to the bidder.
7.8	In case of rising any Supplementary Tax Invoice (Debit / Credit Note) Bidder shall issue the same containing all the details as referred to in Section 34 read with Section 31 of GST Act & Rules referred there under.
7.9	Bidder shall Comply with the Time limit prescribed under the GST Law and rules thereof for raising of the tax invoice. If any supply of goods is applicable, Bidder shall also ensure prompt delivery of Goods after dispatch.
7.10	Bidder shall note that in case GST credit is delayed/ denied to BHEL due to delayed / non receipt of goods and /or tax invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons attributable to the bidder, GST amount shall be recoverable from the bidder along with interest levied / leviable on BHEL, as the case may be.
7.11	Bidder shall upload the Invoices raised on BHEL in GSTR-1 within the prescribed time as given in the GST Act. Bidder shall note that in case of delay in declaring such invoice in your return and GST credit availed by BHEL is denied or reversed subsequently as per GST Law , GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from the bidder along with interest levied / leviable on BHEL.
7.12	Way Bill: Successful Bidder shall arrange way bill / e-waybill for any transfer of goods for the execution of the contract. The Bidder has to make their own arrangement at their cost for completing the formalities, if required, with Issuing Authorities, for bringing materials, plants & machinery at site for execution of the works under this contract, Road Permit/ Way Bill, if required, shall be arranged by the contractor and BHEL will not supply any Road Permit/ Way Bill for this purpose.
7.13	Any new taxes & duties, if imposed subsequent to the due date of offer submission as per NIT & TCN, by statutory authority during contract period (including extensions for which delay is not attributable to the bidder), shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, bidder shall obtain prior approval from BHEL before depositing any such new taxes and duties. Benefits and/or abolition of all existing taxes must be passed on to BHEL against new taxes, if any, introduced at a later date.
8.0	EMD and Security Deposit shall be as per General Conditions of the Contract.
9.0	MISCELLANEOUS:
9.1	The Bidder shall obtain a License from the Licensing Authority under the Contract Labour (Regulation and Abolition) Act / Inter-State Migrant Workmen Act. The Bidder shall be responsible for the identity, conduct, integrity of his workers and ensure that they do not indulge in any activity subversive of discipline or anti-national in nature
9.2	The Bidder shall require coordinating and maintaining close liaison with the client, local police and local administration. Bidder shall lodge FIR with police authorities on detection of any untoward incident / theft or any act against security and safety of BHEL Office or personnel.
9.3	The Bidder shall organize regular Drill and Roll Call of security personnel at least twice a week deployed at BHEL Bhawan to improve discipline and maintain their fitness.
9.4	In case the security personnel deployed by the Bidder go on strike, agitation or remain absent or remain inactive in any manner not conducive to company's interest, the Bidder shall

TENDER NO – PSER:SCT:MIS-S2099:21		
VOLUME- IF	TECHNICAL SPECIFICATIONS & SPECIAL CONDITION OF CONTRACT	PAGE 13 OF 15

	promptly replace them by effective and efficient persons.
9.5	Bidder's security personnel shall not engage themselves, directly or indirectly, in any commercial activity or employment over and above their employment with the Bidder.
9.6	The Bidder shall ensure that the security personnel observe code of conduct and discipline expected of a security force.
9.7	Deployment of minimum number of man days of security personnel as specified in the scope of work.
9.8	Rotation / transfer of staff routinely.
9.9	Provide the required amenities like uniform, lathi, whistle, cap etc. within seven days of deployment of your personnel
9.10	Provide three cell torchlight with cell as and when required.
10.0	<u>PENALTY:</u>
10.1	If any loss or theft occurs due to negligence of duty of security personnel authenticated by a joint enquiry, the Bidder will compensate the loss so incurred by BHEL.
10.2	If any post is kept vacant / not manned as required to be manned under this contract and no period consent has been sought from BHEL by the Bidder, a penalty of 200% [Two Hundred Percent] of pay element at 6.1(a) shall be levied and deducted from the very next bill submitted by the Bidder.
10.3	BHEL is empowered to hold or deduct the amount from Bidder's bill for its non-performance or part performance with regard to any deficiency or negligence in security operation, indiscipline / disobedience of any nature by any of its personnel, theft / loss of BHEL's property or failure of the Bidder to discharge obligations under the terms and conditions of contract agreement.
10.4	In case of violation of clauses/non-performance / continuous poor performance / abandonment of work, the contract shall be terminated and the work shall be continued by any other means at Bidder's risk and cost. In this case security deposit of the Bidder shall be forfeited.
10.5	Bidder will provide the required Uniform, failing which the same shall be provided by BHEL & an amount of 150% (one hundred & fifty percent) of the cost of the said materials shall be recovered from their bills.
10.6	Payment to the security personnel as per the payment of wages Act. Failure to do so or repetition of such default for more than three times shall lead to termination of the contract.
10.7	The total penalty during the contract period shall not exceed 10% of total contract value.
11.0	<u>TERMINATION OF CONTRACT:</u>
11.1	The contract shall be terminated on the following considerations, without notice:
11.2	If the Bidder is found guilty by court of law and the offence involves moral turpitude.
11.3	If the Bidder indulges in mal-practices such as bribery, corruption, fraud, pilferage etc.
11.4	If the Bidder is declared bankrupt, insolvent, wound-up, dissolved or partitioned.
11.5	If the Bidder is found to have substituted or damaged or disposed off material or document from any employee of the company.
11.6	If the Bidder is found to have obtained, by questionable means, copies of any document from any employee of the company.
11.7	If the Bidder has submitted, for getting the contract, any fake or false documents or certificates.
11.8	If the Bidder, persistently and in spite of warnings, is violating or circumventing the provisions of

TENDER NO – PSER:SCT:MIS-S2099:21		
VOLUME- IF	TECHNICAL SPECIFICATIONS & SPECIAL CONDITION OF CONTRACT	PAGE 14 OF 15

	Labour Laws.
11.9	If the Bidder, persistently refuses to return company's dues.
11.10	If the Bidder indulges in anti-management activity of any kind.
11.11	If the Bidder fails to provide desired quality and quantum of services or violates any Clause of the contract or provision of law as applicable to him or his workmen/works.
11.12	Non-performance / continuous poor performance / abandonment of work / statutory noncompliance by the Bidder.
11.13	The contract may be terminated by BHEL giving one month's notice if the performance of the Bidder fail to meet the requirements specified in the conditions.
12.0	<u>DISPUTE SETTLEMENT:</u>
12.1	All disputes arising in connection with the contact shall be settled by mutual consultation. If no agreements is reached the dispute shall be settled in accordance with the provision of the Arbitration and Conciliation Act, 1996 and the rules made therein under. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of BHEL, PSER, Kolkata. The award of the arbitrator shall be final and binding on both the parties. The venue of the arbitration shall be in Kolkata in India. The Award to be given by Arbitration shall be a speaking award.
12.2	<u>JURISDICTION OF COURT:</u> Appropriate Court at Barasat under the Calcutta High Court , Kolkata shall have exclusive jurisdiction over all matters related to this contract.
13.0	<u>OTHER POINTS</u>
13.1	The Bidder shall abide by the provisions of Employee's Compensation Act, 1923, Employees' State Insurance Act, 1948, Industrial Dispute Act & Rules, Contract Labour (R&A) Act-1970, Provident Fund and Miscellaneous Provisions Act-1952, Minimum Wages Act-1948 and Rules made and payment of wages Act-1936 and Rules and The Private Security Agencies (Regulation) Act, 2005 and West Bengal Private Security Agencies (Regulation) Rules, 2007. BHEL will not be held responsible for any injury sustained by Bidders' worker while on duty. In the event of any injury/accidental death of the employee on duty, the Bidder will have to pay necessary compensation to the legal heirs of said employee and that will not be reimbursed by BHEL. In case of failure to pay the compensation as decided by the competent authority as per Employee's Compensation Act, the Officer-in-charge will deduct necessary amount from any outstanding bill of the Bidder and deposit the same with competent authority.
13.2	The Bidder shall submit photocopy of the payment sheet/ muster roll of every month during second week of subsequent month.
13.3	The Bidder shall have to maintain all statutory records as required under the Ease of Compliance to Maintain Registers under various Labour Laws Rules, 2017, Contract Labour Regulation and Abolition Act, Payment of Wages Act, Minimum Wages Act etc. The statutory returns shall be submitted to appropriate authorities as required under the Act and Rule. The records should be kept within the work premises and must be made available on demand before BHEL / Concerned statutory authorities.
13.4	The Bidder shall obtain license from Assistant Labour Commissioner under Contract Labour (R&A) Act. He shall not be allowed to carry out the job without valid contract Labour license/ Inter State migrant license and is required to produce the above license before commencement of the job
13.5	Notwithstanding with any other Clause of tender document, Bidder's performance may be reviewed from time to time.

TENDER NO – PSER:SCT:MIS-S2099:21		
VOLUME- IF	TECHNICAL SPECIFICATIONS & SPECIAL CONDITION OF CONTRACT	PAGE 15 OF 15

13.6	All other term & conditions of this specification, not mentioned above shall be governed by the pertinent provisions of GCC.			
14.0	CONTACT PERIOD AND TENTATIVE MANDAYS ENGAGEMENT			
14.1	The Time Period of contract shall be as per followings from actual date of commencement of work.			
14.1.1	Site Name	Tentative Mandays during Contract Period		Proposed Contract Period
		Guards	Supervisors	
14.1.2	NTPC Bongaigaon Site	8760	730	24 months
14.1.3	Sagardighi Site (Unit-5)	70080	2920	48 Months
14.1.4	Suratgarh Site	2562	183	06 Months
14.1.5	Rourkela Site	24090	2190	24 Months
14.1.6	Kailanganagar	1647	183	06 Months
14.2	Successful bidder shall start the work as per instruction from concerned Construction Manager of concerned project site after placement of LOI.			
14.3	BHEL reserves the right to extend the contract period, if need arises, on mutual agreement on the same rate, terms and conditions.			
14.4	BHEL reserves the right to short close the contract period, if need arises, by giving 01 (one) month notice to bidder.			
15.0	Evaluation and Awarding Terms			
15.1	Evaluation shall be done on individual site basis as per each quoted percentage value in the Price Schedule Volume –III (Latest Revision) for each site.			
15.2	Bidder can quote against any number of sites or all sites of Rate Schedule. Evaluation shall be done separately for each site (ref. Price schedule for details).			
15.3	The bidder who has quoted the lowest price for each site is called L1 bidder for that site and second lowest price is called L2 bidder and so on.			
15.5	Order for each site shall be placed separately & security deposit shall be collected separately for each site.			