

**BHARAT HEAVY ELECTRICALS LIMITED  
TRANSMISSION BUSINESS GROUP,  
TBWS, VADODARA**

**SPECIAL CONDITIONS OF CONTRACT  
FOR  
SITE ASSISTANCE MANPOWER SERVICES**

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**SPECIAL CONDITIONS OF CONTRACT**

**1. CONTRACTOR OBLIGATIONS**

- 1.1 Tenderer or his authorized representative will be solely entitled to dictate such workers about the manner of carrying out the work as per the prescribed specifications and quality plan.
- 1.2 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.
- 1.3 Tenderer should issue appropriate appointment letters to his employees.
- 1.4 Tenderer shall provide employment card /Identity cards with photograph duly verified and attested by the Tenderer to his employees. Tenderer to indicate the name of the proprietor/partnership firm/company, place of work, contact number and duration of validity of card.
- 1.5 Tenderer will be responsible for the good conduct of his employees. 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.
- 1.6 Tenderer will ensure that the work is executed through his employees 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.
- 1.7 Tenderer will keep watch on his employees 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.
- 1.8 The tenderer shall be responsible for enforcing all safety regulations as applicable.
- 1.9 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.
- 1.10 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.

**BHARAT HEAVY ELECTRICALS LIMITED**  
**TRANSMISSION BUSINESS GROUP, TBWS, VADODARA**  
Special Conditions of contract for site assistance manpower services

- 1.11 In the event of termination of contract for any reason whatsoever, the tenderer shall withdraw all his employees from the establishment of BHEL. In case tenderer decides to terminate services of his employees, he should settle all terminal dues including retrenchment compensation.
- 1.12 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.
- 1.13 In case of a fatal or disabling injury/accident to any person at working sites 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.
- 1.14 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. 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.
- a. PROVIDENT FUND: The successful tenderer shall obtain Provident Fund Number from the concerned authorities on award of work and shall strictly comply with the provision of Employees Provident Funds Act. The tenderer shall deposit Employees and Employer Contributions in the designated account with the designated authority every month. The tenderer shall furnish along with each running bill, the challan/ receipt for the deposit of provident fund made to RPFC for the preceding month(s) with detailed calculation sheet of all the work force deployed at BHEL premises and other than BHEL premises which will be used only for tallying/ verification that proper PF deposit has been made. Tenderer shall also submit the copy of detailed yearly return submitted to RPFC of PF deposit for the period of March to February in 01<sup>st</sup> week of April month. Contractors to provide PF pass book/statement to his employees and ensure payment of PF, ED LI, pension dues under EPF & MP Act, 1952 to the RPFC.

**BHARAT HEAVY ELECTRICALS LIMITED**  
**TRANSMISSION BUSINESS GROUP, TBWS, VADODARA**  
Special Conditions of contract for site assistance manpower services

- b. ESI: The tenderer shall strictly comply with the provision of Employees State Insurance Act. The tenderer shall issue Latest digital ESI card to all the work force immediately after taking in to their employment. No workforce shall be deployed without the issuance of ESI Card under the contract. The tenderer shall deposit Employees and Employer Contributions in the designated account with the designated authority every month. The tenderer shall furnish along with each running bill, the challan/receipt for the payment towards ESI for the preceding month(s) with detailed calculation sheet of all the work force deployed at BHEL premises and other than BHEL premises which will be used only for tallying/ verification that proper ESI deposit has been made. The tenderer shall also submit the copy of detailed half yearly return submitted to ESI for deposit of ESI for the period of April to September in 1st week of month of November & for the period of October to March in 1st week of month of May.
- c. WAGES: The tenderer shall ensure payment of statutory prescribed minimum wages as applicable from time to time. However, all payments to the tenderer's workforce shall be as per the terms of contract and as per details enumerated in Annexure -G which shall be made through cheque or direct credit in the bank accounts of its workforce and maintain proper records of their timely disbursement. These records need to be preserved for a period of at least 3 years and should be made available even after the contract is over for any verification by the statutory authorities /BHEL authorities. The issued cheque will be credited in the account by the 7th of each English month. Any delay on this account shall be subjected to penalty or termination of contract.
- d. BONUS: The tenderer shall strictly comply with the provision of Bonus Act. The tenderer shall ensure payment of Bonus % (Range minimum @ 8.33% to Maximum 20% as per PBA 1965) to their workforce during the contract period of 1 years and extended period if any.
- e. LEAVE / HOLIDAYS: In addition to weekly off and off days as observed by BHEL the tenderer's workforce shall be entitled for leave in each calendar year as admissible under Section 22 of the Delhi Shops and Establishments Act 1954 viz.,
  - (i) Privilege Leave for 15 days;
  - (ii) Sickness or Casual Leave for 12 days which shall not be accumulated;
  - (iii) Further, as a special case, in a calendar year, each person shall also be allowed 3 days "Exigency Leave" which shall not be accumulated.
  - (iv) Tenderer may incorporate the cost of 30 days leave accrued in 12 month and reimburse to his worker for unavailed period.

Leave earned by the employee shall be on pro-rate basis of service period. Alternate arrangement shall be done by the tenderer in case of employee takes leave of more than 5 days in single stretch.

- 2.2 Tenderer shall comply with all the statutory requirements, rules, regulations, notifications in relation to employment of his employees which are in force from time to time.
- 2.3 Tenderer shall furnish proper returns to the concerned statutory authorities regarding wages /DA, contributions under EPF and MP Act, ESI etc.

**BHARAT HEAVY ELECTRICALS LIMITED**  
**TRANSMISSION BUSINESS GROUP, TBWS, VADODARA**  
Special Conditions of contract for site assistance manpower services

- 2.4 Tenderer shall be solely responsible for non-payment /delayed payment of wages /DA; contributions under EPF and MP Act, ESI act etc.
- 2.5 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.
- 2.6 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.
- 2.7 The liability for any compensation on account of injury sustained by an employee of the tenderer will be exclusively that of the tenderer.
- 2.8 The tenderer shall ensure Workmen & third-party insurance cover for all his workforce for a sum insured of Rs. 3.50 Lakhs for each of his workforce.
- 2.9 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.
- 2.10 Payment of bonus under the payment of Bonus Act, Payment of Gratuity under the Gratuity Act and retrenchment compensation under Act will be sole responsibility of the tenderer.
- 2.11 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.
- 2.12 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.
- 2.13 Tenderer should have obtained a Labour license from appropriate Government under Contract Labour (Regulation and Abolition) Act 1970, ESI Act and other relevant legislations.
- 2.14 In case of any contradictions under similar clauses of the tender enquiry, the provisions under special conditions of contract shall prevail.
- 2.15 During the currency of the contract if any new act/ rule/ guidelines are issued by Government authorities then same has to be followed.

**BHARAT HEAVY ELECTRICALS LIMITED**  
**TRANSMISSION BUSINESS GROUP, TBWS, VADODARA**  
Special Conditions of contract for site assistance manpower services

**3. PERFORMANCE & PENALTY**

- 3.1 The monthly payment becomes payable only if the performance of services has been found satisfactorily as certified by concerned BHEL site official.
- 3.2 Payment will be made by the tenderer to his/her employees on monthly basis in the presence of a designated employee of BHEL by 7th of the succeeding month. Payment of bills submitted by tenderer will be made within 30 working days from the date of submission of bills.
- 3.3 The successful tenderer will be responsible for the quality of the job/ services and will immediately rectify the deficiency pointed out in the job performed.
- 3.4 The penalty will be imposed if the performance achieved by the tenderer is below expected standards. The decision of BHEL work in -charge on the question of penalty will be final and binding.
- 3.5 The vendor shall maintain the daily roster of workers entering in to the premises and should be in position to produce the same as and when required.
- 3.6 The tenderer shall ensure proper conduct and behaviour of the workforce engaged by him in the work premises of the BHEL and shall remove with immediate effect, the engagement of such person(s) who does/do not conduct himself / themselves properly or misbehave(s) with the regular employees / personnel of the BHEL in any place.
- 3.7 Continuation of the contract shall be based on the performance of the Tenderer. The following parameters shall inter-alia be considered while evaluating the performance:

**Timely rendering of services; Quality of works/services; Compliance with statutory requirements; and Safety consciousness, any other factor as considered appropriate by BHEL**

**4. 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.

**5. WORKING TIME & NATURE OF SERVICES:**

The tenderer shall perform services mentioned in the Scope of Services as detailed in Annexure-E on day to day basis on all working days in a week from 9.00 am to 5.30 pm, 8½ Hrs. duty including half an hour lunch break. For cook the timings shall be as per guest house requirements with flexibility of timings.

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**TRANSMISSION BUSINESS GROUP, TBWS, VADODARA**  
Special Conditions of contract for site assistance manpower services

**6. CHARACTER VERIFICATION AND ANTECEDENCE:**

The tenderer should get the character / antecedence of each and every 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.

**7. TERMS OF PAYMENT**

100% payment on submission of monthly bills as per following:

- (i) The tenderer shall submit monthly bills to respective site in-charge with the following documents for verification, payment and for onward submission to headquarter :
- (ii) Proof of deposition of statutory dues/ contributions like EPF/ESI etc.(with a list of names of individuals/ personnel employed by the vendor and amounts deposited in their accounts)
- (iii) Proof of payment of wages and dues to his personnel for the work completed during the previous month
- (iv) Performance document & certificate regarding the submission of PF, ESI and all statutory due related to the employees as per format provided by BHEL.
- (v) Copy of the workman & third party Insurance of the employees (one time submission & subsequent renewal).
- (vi) Payment will be made within 30 days of submission of bills to site in-charge subject to all deductions & adjustments by BHEL as elsewhere provided in these terms and conditions of contract.
- (vii) All applicable taxes shall be deducted at source at the time of payment to the tenderer in accordance with the provisions of relevant Acts as applicable.

**8. TAXES & DUTIES:**

- 8.1 TDS under Income Tax, etc. if any, shall be deducted at prevailing rates on Gross Value of invoice from the running bills unless Exemption certificate form the appropriate Authority/Authorities is furnished.

**BHARAT HEAVY ELECTRICALS LIMITED**  
**TRANSMISSION BUSINESS GROUP, TBWS, VADODARA**  
Special Conditions of contract for site assistance manpower services

- 8.2 All taxes (Except service Tax including Cess/surcharge etc on service tax as applicable) duties, charges, royalties, duties etc. any State or Central Levy and other taxes for materials for 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 have to be borne by the contractor. Quoted price of the bidder shall be inclusive of all such requirements.
- 8.3 Contractors have to make their own arrangement at their cost for completing the formalities , if required, with state Vat Authorities, for bringing their material, plant & machinery at site for the execution of 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.
- 8.4 Service tax: Contractor shall obtain prior approval of BHEL for adopting the scheme for payment of service tax for this contract before the first bill is raised by the contractor. BHEL reserves the right to disagree with the scheme proposed by the contractor .The decision of BHEL shall be final and the contractor shall be bound to adopt the scheme of service tax as finalized by BHEL.

Service Tax (including Cess/surcharge etc on service tax as may be applicable) as legally leviable & payable by the contractor under the provisions of applicable law/ act, shall be paid by BHEL extra as per provision of applicable law. The contractor must be duly registered service provider under service tax law The invoice shall be a Tax invoice under service tax law and it should clearly depict following (i) the service tax registration number of the contractor (ii) the amount of service tax (iii) the rate of service tax (iv) any other requirement specified by law.

BHEL will not be held to be responsible for any non-compliance of the contractor in respect of various service tax rules, being framed from time to time.  
Contractor will be required to provide all necessary documents / certificates as may be necessary for availment of input credit by BHEL.

- 8.5 Tender rates are inclusive of all taxes, duties levies etc except service tax. Any increase by the government in any of taxes except service tax shall be borne by contractor. Service tax as per Clause No. 8.4 above will be paid extra as per Contract. However, regarding newly introduced taxes (i.e. taxes introduced by government after tender opening date) reimbursement will be made subject to following
- (a) if new tax introduced by Central Govt. /state Govt./ /Municipality becomes directly applicable on items specified in Bill of Quantities and as per the scheme announced by the government and new tax is neither in lieu of substitution nor in lieu of abolition, reduction of any of present taxes but is altogether a new tax , full reimbursement will be made provided it becomes directly applicable on items specified in BOQ.



**BHARAT HEAVY ELECTRICALS LIMITED**  
**TRANSMISSION BUSINESS GROUP, TBWS, VADODARA**  
Special Conditions of contract for site assistance manpower services

(b) If new tax introduced by Central /state Govt. becomes directly applicable on items specified in Bill of Quantities but is in substitution /abolition /reduction of any present taxes other than service tax, no reimbursement will be made to that effect.

*(c) If new tax introduced by Central /state Govt becomes directly applicable on items specified in Bill of Quantities but EITHER is in substitution /abolition of service tax OR is in substitution /abolition of service tax as well as any or all of present taxes, reimbursement will be made only to the extent service tax rate, which the contractor is entitled as per contract on the date immediately prior to date on which rate of new tax announced by Government becomes applicable/effective. New tax shall be paid at actual restricted to service tax rate which the contractor is entitled on the date immediately prior o date on which rate of new tax announced by the Govt. becomes applicable/effective, will have to be borne by contractor .If required, unit rates specified in BOQ may have to be appropriately adjusted for the work/bills pertaining to period after new tax becomes applicable.*

It is further clarified in any of above cases, no reimbursement of any new tax shall be considered unless new tax becomes directly leviable on items specified in BOQ.