

Scope, Special Terms and Conditions of the Contract

<b>1.0 Name of the Work</b>	
<b>Watch &amp; Ward Services for Protection of men and materials, traffic regulation etc. of BHEL 2X800 MW DVC Koderma Project Site by suitable deployment of security guard and Supervisor round the clock for all the 07 (seven) days in a week.</b>	
<b>2.0 Scope of Work</b>	
2.1	The scope of work shall include:
2.1.1	<p>The contractor will have to take all measures for providing Safety, Security and Traffic regulation at BHEL PSER 2x800 MW BHEL Koderma Project Site, Jharkhand as directed by site administration round the clock for all 07 (Seven) days in a week, as above including all property within its premises for which personnel engaged on duty will have to remain extremely vigilant and alert. The personnel of the contractor performing duty shall be responsible for safe-guarding items entrusted to them at Koderma Project site within the geographical jurisdiction of Jharkhand state.</p> <p><b>Job/Work Location:</b> BHEL Site Office, 2X800 MW (Phase – II), DVC Koderma Thermal Power Station, Dist.: Koderma, Pin – 825421.</p>
2.1.2	To prevent theft, burglary, trespassing and presumption of any untoward incidents etc. in and around BHEL Material Store Yards, Site Office, BHEL Field Hostel and any other areas in the interest of BHEL in concerned Project Site.
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	Under no circumstances, Recovery/adjustment of wage towards the cost of uniform should be made by bidder from their engaged security personnel.
2.1.6	Checking all the incoming and outgoing vehicles, vendors, regular workers, visitors, agencies, contract workers, materials etc. and maintaining records thereof.
2.1.7	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, willful damages and sabotages etc.
2.1.8	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.
2.1.9	Regulation of authorized entries and restriction of unauthorized entries (personnel & vehicle), issuing Identity Cards / access cards to contract personnel, vendors, visitors etc.
2.1.10	Collecting intelligence information and taking appropriate steps to prevent untoward incidents and informing the management promptly about it.
2.1.11	Implementation of traffic rules / safety & environment rules etc. in project sites.
2.1.12	Maintaining and keeping of records related to the scope of work as per requirement / instructions of Officer In-charge of BHEL
2.1.13	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.
2.1.14	Providing Services of additional security personnel during emergency, if required.
2.1.15	Deployment of necessary security personnel including supervisor(s).
2.1.16	Round the clock deployment of industrially intelligent professional and watch & ward staff to protect company's assets and employees.

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2.1.17	Collecting intelligence information in advance to take adequate precautions for prevention.																																																																
2.1.18	Surveillance and monitoring of CCTV, as per site requirement.																																																																
2.1.19	Any other job assigned by BHEL for safety and security of company's asset and workforce (within the project premises and surrounding areas).																																																																
2.1.20	Hoisting and lowering of BHEL FLAG as per the scheduled Dawn and Dusk time, as per requirement																																																																
2.1.21	Contractor shall maintain liaison with Police/Fire/Civil Authorities and Red Cross Authorities.																																																																
2.1.22	The contractor shall have to train all the manpower engaged by him in operating all firefighting equipment located in the office complex.																																																																
2.1.23	Contractor's employees on duty shall take all preventive measures to avoid fire or accident taking place. However, in case of such an eventuality, suitable action to be taken immediately for firefighting and informing the designated officer of BHEL immediately.																																																																
<b>3.0</b>	<b>Deployment of Security Personnel / Manpower Requirement</b>																																																																
3.1	Vital installations / Security Posts for smooth functioning and discharging the scope of work will be decided by Site In-Charge (CM/GM/PD) of the concerned Project Sites or his authorized officials of BHEL.																																																																
3.2	Tentative Mandays and Deployment plan of Security Guards and Security Supervisors will as per followings:																																																																
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3.3	The above requirement is tentative in nature and actual requirement shall be reviewed by BHEL site considering 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 pro-rata 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	Bidder's scope is not only to provide manpower but also to discharge all requirements as per scope of the contract.																																																																

3.5	<b>Eligibility of the Security Personnel</b>
3.5.1	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.
3.5.2	Security personnel should have sound physical & mental health.
3.5.3	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.
3.5.4	Age of Security Personnel: - 18 Years to 60 Years.
3.5.5	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.
3.6	The educational qualification of the Security Supervisor should be preferably not less than 10th standard pass. It is desirable that Security Supervisor should be able to Speak, Read and Write Hindi, English and Language of the State.
3.7	The security personnel engaged by the Bidder should not be under influence of liquor and other addiction while on duty.
3.8	No security personnel shall be allowed to perform their duty with improper uniform, Safety Shoes and Helmet at Project Sites.
3.9	The Bidder will have to reshuffle its personnel periodically to obviate collusion on receipt of complaint from BHEL.
3.10	If any security person is disobedient or mischievous, the Bidder will replace the said security personnel immediately.
3.11	Security Guards on Leave or absent for any unforeseen reason, replacement to be at once made by Bidder without hampering the duty.
3.12	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.
3.13	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 the project site.
<b>4.0</b>	<b>Other Terms and Conditions</b>
4.1	Bidder shall organize regular PT, Drill, Parade and Roll Call of security personnel, as per instruction of BHEL site Officer in Charge, to improve discipline and maintain their fitness. A trainer for this purpose may have 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, as per requirement.
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, as per instruction of BHEL site officer in charge. 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.

4.4	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.
4.5	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.
4.6	<b>Supervision of the Contract</b>
4.6.1	The Bidder shall engage experienced Security Supervisor(s) (Highly Skilled worker) as per deployment plan as indicated in clause <b>3.2 (as applicable)</b> . 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.
4.6.2	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.
4.6.3	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.
4.6.4	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.
4.6.5	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.
4.6.6	Security Supervisor on patrolling will be in touch with various security posts and put his signature as a proof of checking the post.
4.7	<p><b>Health, Safety and Environment</b></p> <p>4.7.1 All necessary precautions for safety of the man / machine, fire hazard &amp; environmental aspects shall have to be taken by the Contractor for the activities performed by his workforce.</p> <p>4.7.2 The Contractor will be responsible for meeting all obligations for providing a safe and healthy workplace for its workforce. The contractor will be responsible for frequent and regular safety inspections of the worksites, materials, and equipment by its competent employees.</p> <p><b>4.7.3 Safety and Personal Protective Equipment:</b> Unless otherwise specified, the contractor is responsible for providing all necessary safety and personal protective equipment (PPE) needed by its workforce. This equipment must meet appropriate OSHA requirements and be in good working order. The contractor shall ensure that its workforce have received appropriate training on the use and maintenance of safety and PPE prior to its use. Failure to correctly use appropriate safety equipment is a violation of the contract and may result in damages in law and any applicable penalties in line with Special Conditions of the Contract.</p> <p><b>4.7.4 Safety Training:</b> The contractor must ensure that its workforces have completed appropriate health and safety training when required by statute/regulation and provide documentation of such training when required by BHEL.</p>

	<p>4.7.5 <b>Safety and Health Plan:</b> The contractor must develop and implement a comprehensive health and safety plan for his or her workforce, which covers all aspects of operations and activities associated with the contract. This plan must comply with all statutorily applicable health and safety regulations and any project specific requirements that BHEL has specified.</p> <p>4.7.6 It will be solely the Contractor's responsibility to fulfil all the legal formalities with respect to the "<b>National Policy on Safety, Health and Environment at Workplace</b>".</p>
4.8	<p><b>Workmen Compensation</b></p> <p>4.8.1 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 Workmen Policy /Group Accidental Policy should be obtained and submit a copy thereof to BHEL.</p> <p>In case any worker(s) is not entitled for coverage under ESI Act due wages ceiling &amp; periodicity then for such worker(s) following provision shall be applicable: -</p> <ol style="list-style-type: none"> <li>1) For those who will not be covered under ESI, shall be covered under Insurance as per Employee Compensation (EC) Act / Workmen Compensation (WC) Act with Medical Insurance of Rs. 1,00,000/- per year for the worker only and following modality of payment shall be reimbursed to the contractor:             <ol style="list-style-type: none"> <li>1.1) Cost of Insurance (WC/EC + Medical Insurance) under the Employee Compensation Act on monthly pro-rata basis.</li> <li>1.2) If cost of the Insurance is higher than Employer Contribution ceiling of ESI (Rs 21000/- X 3.25% per month =Rs. 682.50 at present) then actual cost of Insurance under the Employee Compensation Act including Medical Extension of Rs. 1,00,000/- will be reimbursed to the contractor on monthly pro rata basis.</li> <li>1.3) If cost of the Insurance including Medical Extension of Rs. 1,00,000/- is less than the Employer Contribution ceiling of ESI (Rs 21000/- X 3.25% per month Rs. 683/- at present) then Rs. 682.50/- per month shall be paid to the contractor and in lieu of the same contractor shall give medical allowance to their worker as per the given formula: -                     <ol style="list-style-type: none"> <li>1.3.1) Medical Allowance per Month = (Rs 682.50/- – Average Cost of Insurance under Employees Compensation Act per month)</li> </ol> </li> </ol> </li> <li>2) In future, due to revision of the ceiling of ESI leading to the non-eligible workers eligible, then following shall be applicable. Re-entry under ESI Coverage will start immediately on commencement of the applicability and applicable Employer's contribution shall be reimbursed to the contractors.             <ol style="list-style-type: none"> <li>2.1) Reimbursement towards Insurance under Employee compensation Act and Medical Allowance (if any) <b>as per Sl. No. 4.8.1 1) above of the proposal</b> shall be stopped immediately.</li> </ol> </li> </ol>
4.9	<p><b>Employment of persons engaged under the contract</b></p> <p>4.9.1 The Bidder will employ such persons for discharging the obligations under the contract, who have educational qualifications, age (18 years to 60 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.</p>

4.9.2	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 payments, as due and admissible under the law in this respect will be his sole responsibility.
4.9.3	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.
4.10	<b>Commission for employment</b>
4.10.1	The Contractor hereby undertakes that it shall not charge any fees in whatever name, or take any monetary / non-monetary considerations / deductions from its workforces/ individual/ persons/ resources engaged by it, to be deployed at BHEL site. The Contractor further agrees that it will not indulge in any unethical practices and acknowledges that any noncompliance of the aforesaid undertaking will be treated as a material breach of the Contract, in which case BHEL shall have the right to take appropriate independent actions including termination of the Contract and actions as deemed fit.
4.10.2	After award of contract, if the Contractor is found to be charging any amount from the manpower on its roll in any manner, the agreement shall be terminated immediately with forfeiture of Performance Security amount and also the Contractor will be blacklisted. Any amount received from its manpower as registration or any fees by the Contractor will be recovered from the pending bills and will be paid directly to the concerned manpower.
4.11	<b>Contractor's representative:</b> The Contractor shall nominate a coordinator/ Single Point of Contact (SPOC) who shall be responsible for regular interaction with BHEL so that optimal services of the persons deployed could be availed without any disruption.
4.12	<b>Contractor's Obligations</b>
4.12.1	The Contractor will have full and exclusive liability for Wages, PF, ESI, Bonus, Insurance, overtime, Uniform etc.; for the personnel deployed by the contractor and other obligation arising under the applicable law at present and hereafter imposed by the Government / Local Bodies. The Contractor shall be fully responsible for the timely payment of wages, provident fund, bonus or any other benefits payable under the aforesaid Acts, Laws and regulations to the Workforce engaged by him at the work premises of BHEL. BHEL shall not be responsible for these payments or any other liability on this account. The Contractor shall also indemnify and compensate BHEL for any liability incurred by BHEL, including costs incurred thereon. In such an event, the nominated officer of BHEL shall be entitled to recover the amount so incurred, from the contractor, including forfeiture of the Security Deposit; and, if the sum so payable and / the Security Deposit is less than the amount due, it shall be lawful for BHEL to recover the balance amount as a debt from the Contractor.
4.12.2	Contractor will ensure that the job is executed through his workforce on his rolls and under no circumstances the contractor will deploy any casual workforce to carry out the job nor shall sub-contract the job.
4.12.3	The Contractor shall perform the work assignments to the satisfaction of BHEL. In case of unsatisfactory performance by the Contractor, BHEL shall intimate the same in writing to the Contractor; however, if the performance of the contractor does not improve within 7 days from the date of the above intimation, then, BHEL shall have the right to terminate the contract by giving one month's notice. BHEL shall also have the right to recover its damages (10%) from the Security Deposit received from the Contractor or any other financial holds including future invoices in the present or any other contract between the parties.
4.12.4	The Contractor shall exhibit its licence (Labour Licence if applicable etc.) or copy thereof in a conspicuous place at its place of work in BHEL premises. Every contractor shall display an abstract of the Contract Labour (Regulation and Abolition) Act, 1970 and rules in English and Hindi and in the language spoken by the majority of workforce in such form as may be approved by the Chief Labour Commissioner (Central).

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4.12.5	Contractor shall ensure necessary assistance by its workforce to the police or to BHEL's authority in the process of any investigation pertaining to the activities of the Contractor.
4.12.6	It shall be the sole responsibility of the Contractor to settle disputes, if any arising out of the engagement between himself and the personnel engaged by him. In the event, any personnel approach the Competent Authority under any law or to the Court, the entire expenses in this behalf shall be borne by the Contractor.
4.12.7	The entire administration and deployment of the workforce will be the responsibility of the Contractor. The Proprietors/director(s) / authorized representative(s) on behalf of Contractor shall visit and check their workforce deployed at BHEL premise periodically in different shift and monitor their performance.
4.12.8	Personal bag & baggage of all the workforce deployed by Contractor at BHEL-Premise shall be liable for physical check-up both at the time of entry into the campus and while leaving at the security gate.
4.12.9	The contractor shall ensure that while on duty, his workforce puts proper uniforms in distinctive color code and in neat & clean conditions issued to them by the Contractor.
4.12.10	For security reasons, the contractor shall furnish /submit the details of his workforce along with photograph at BHEL's Security Office before 25.15 All the consumable materials will be of standard quality as mentioned in the scope of services and they are brought into the BHEL-premise for providing various services. Without the prior knowledge of the BHEL, the contractor shall not deploy any workforce for any job within BHEL premises. In case the Contractor decides to change one or more member of his workforce, this shall be brought in writing to the notice of the BHEL.
4.12.11	The contractor shall not deploy any workforce below the age of 18 years.
4.12.12	The contractor's workforce shall not loiter in the BHEL premises and also not normally move out of their specified areas. Persons other than those who are required to work or visit the specified premises shall not be allowed into such places.
4.12.13	The contractor's workforce shall not indulge in entertaining their guests/outsiders in the work premise during their working hours.
4.12.14	While every care has been taken to ensure that the contents (w.r.t. Statutory Obligations / Compliances) of this tender document are accurate and up to date. In case of any conflict between the statutory provisions stipulated in this tender document and in the original source such as applicable Acts or the prevailing laws / rules, the statutory provisions contained in the extant law/rule and the original instructions shall prevail.
4.12.15	All the consumable materials will be of standard quality as mentioned in the scope of services and that will be verified by the Company Representative before the use.
4.12.16	The Workforce deployed by the Contractor shall have no right or claim or complaint of any nature whatsoever against BHEL including permanent absorption in BHEL. Any complaint as regards the working condition or dispute of any nature can only be taken up through the Contractor.
4.13	<b>Compliance with BHEL's Fraud prevention policy:</b> The Contractor along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants associated with the scope of work shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <a href="http://www.bhel.com">http://www.bhel.com</a> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.
4.14	<b>Subcontracting and Assignment</b>
4.14.1	<b>Subcontracting:</b> The Contractor cannot sub-contract part or complete work detailed in the tender specification undertaken by him without written permission of BHEL. The Contractor is solely responsible to BHEL for the work awarded to him.

4.14.2	<p><b>Assignment:</b> The Contractor shall not, without the express prior written consent of BHEL, assign to any third party the Contract or any part thereof, or any right, benefit, obligation or interest therein or thereunder.</p>
4.15	<p><b>Confidential information :</b> The Contractor agrees &amp; acknowledges that in the course of their discussions and interactions, BHEL may disclose information of confidential proprietary nature relating to its business, products, know-how, technology, customers, employees and financial. Such information shall be considered as confidential. The contractor agrees to keep it confidential &amp; secret at all times and not directly or indirectly disclose to any party other than its employees and authorized personnel's strictly on a need know basis, without the prior written permission of BHEL.</p> <p>The above condition shall however not apply to that information, which –</p> <ul style="list-style-type: none"> <li>i. now or hereafter enters the public domain through no fault of that party;</li> <li>ii. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party hereto; and</li> <li>iii. otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.</li> </ul> <p>The provisions of this Clause shall survive termination for a period of 05 (Five) years, for whatever reason, of the Contract.</p>
4.16	<p><b>Default/Breach of Contract and Contractor's Obligation:</b> If the Contractor fails to provide the required services as per the Contract / fails to deliver the goods or materials or any instalment thereof within the period(s) fixed for such delivery or delivers goods or services not of the contracted quality and failing to adhere to the contract specifications or at any time repudiates or otherwise abandons the contract before expiry of such period or refuses or is unable to supply / provide goods / services or materials covered by the Order/Contract either in whole or in part or otherwise fails to perform the Order/Contract or commits any breach of the Order/Contract not herein specifically provided for, the contractor agrees that BHEL would be entitled to recover 10% of the contract value as damages for breach. Such compensation may be recovered from the security instruments like performance/security bank guarantee available with BHEL. In case the value of the security instruments available is less than 10% of the contract value, the balance amount shall be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, etc. with BHEL) under the contract or other legal remedies.</p>
4.17	<p><b>Force Majeure:</b></p>
4.17.1	<p>“Force Majeure” shall mean any event beyond the reasonable control of the BHEL or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and shall include, without limitation, the following:</p> <ul style="list-style-type: none"> <li>i. War, hostilities, or warlike operations whether a state of war be declared or not, invasion, act of foreign enemy and civil war;</li> <li>ii. Rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion, and terrorist acts;</li> <li>iii. Epidemics, quarantine, and plague;</li> <li>iv. Earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm or other natural or physical disaster.</li> </ul>

4.17.2	<p>If either party is prevented, hindered, or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within 14 days after the occurrence of such event.</p> <p>i. If the contractor issues a notice under this clause, BHEL shall examine the existence of such force majeure and may excuse the contractor from performance of the contract during the existence of such force majeure.</p> <p>ii. The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect thereof upon its or their performance of the Contract and to fulfil its or their obligations under the Contract.</p> <p>iii. No delay or non-performance by either party hereto caused by the force majeure shall</p> <ul style="list-style-type: none"> <li>(a) constitute a default or breach of the Contract; or</li> <li>(b) give rise to any claim for damages or additional cost or expense occasioned thereby.</li> </ul> <p>iv. If the performance of the Contract is substantially prevented, hindered, or delayed for a single period of more than 60 days or an aggregate period of more than 120 days on account of one or more events of Force Majeure during the currency of the Contract, the parties will attempt to develop a mutually satisfactory solution, failing which either party may terminate the Contract by giving a notice to the other.</p>
4.18	<p><b>No Claim Certificate:</b> The Contractor shall not, be entitled to make any claim, whatsoever, against BHEL under or by virtue of or arising out of this contract nor shall BHEL entertain or consider any such claim after Contractor has signed a "no claim certificate (<b>WAM 10</b>)" in favour of BHEL or in such forms as shall be required by BHEL after the works are finally accepted.</p>
4.19	<p><b>Reporting:</b> Contractor will submit the Daily, Weekly, Monthly, Quarterly, Half-Yearly and Annual Reports as per the formats discussed and decided between BHEL and Contractor.</p>
4.20	<p><b>Company representative:</b> BHEL will nominate for each work premise covered under this Agreement, a Representative (hereinafter called "the Company Representative"). The Company Representative shall be the point of contact between the Contractor and the Company.</p>
4.21	<p><b>Withdrawal of workforce:</b> In the event of termination of contract for any reason whatsoever or on completion of contract, the contractor shall withdraw all his workforce from the establishment of BHEL. In case the contractor has to discontinue services of any workforce (due to any reason) deployed under this agreement at any of BHEL premise, he should settle all statutory dues/payments of such individual immediately.</p>
4.22	<p><b>Instruction Book:</b> The Contractor shall maintain an instruction book at job premises, serially numbered on each page, so that BHEL's visiting officers can issue instructions regarding progress and quality of job to the Contractor. The Contractor or the contractor representative will sign in the instruction book in token of receipt of and understanding of such instructions. Action taken on the instructions by the contractor or the contractor's representative shall be intimated to Company Representative or any other authorized representative of BHEL and their comment be recorded in the instruction book.</p>
4.23	<p><b>Identity:</b> The Contractor shall ensure that the Workforces engaged by him must wear &amp; display ID-cards prominently on their uniform during their duty period (as the same duly endorsed by BHEL). Each Workforce shall also wear his name badge (to be issued by the contractor) while on duty. All the personnel so deployed will follow strictly the security regulations of the BHEL, in vogue from time to time.</p>

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4.24	<b>Character Verification and Antecedence:</b> The contractor should get the character / antecedents of all the workforce deployed by them at the work premises, verified by the Police Authorities before engaging & deploying them in BHEL premises. It is mandatory for the Contractor to Arrange / Apply for "On Line" Police Verification in respect of each individual deputed for BHEL on his own expenses and submit Police Verification Report obtained from the Police Authorities in respect of each individual before deploying him/her for BHEL treating it as a mandatory requirement. Please note that online application for Police Verification is to be made by the Contractor himself/themselves giving declaration that the individual in question is his/their own employee. Police Verification applied by the individual will not be accepted. In case the contractor desires to change the Workforce deployed by him/her due to any reason or BHEL requires the Contractor to withdraw any workmen, the new incumbent (replacement) should be deployed subject to verification as explained above.
4.25	<b>Charges for extra services:</b> The Contractor shall be entitled to claim additional charges for extra services beyond the initial scope of work at the rates agreed under the Special Conditions of the Contract. In addition to normal duty hours, extra services may be required. However, the Contractor shall not render any extra services unless he receives specific written instructions from Company Representative of BHEL. The Contractor shall ensure that the personnel deployed by it receive their overtime charges as prescribed under the law applicable at the place of deployment, if they are made to work for extra hours or on holidays by the Contractor.
4.26	<b>Compliance with BHEL Rules:</b> The contractor shall comply with all norms stipulated by BHEL such as gate passes, discipline & decency at and around the work site etc.
4.27	<b>Care &amp; Treatment:</b> Contractor or his representative should be in regular touch with all his workforce during all work timings. If any member of workforce falls ill or suffers an accident / injury, the contractor or his authorized representative, shall immediately arrange to take him/her for proper medical care. Delay / ignoring will be treated as violation of contractual obligations. Provisions of First Aid Facility should be provided & maintained by the Contractor so, as to be readily accessible during all working hours. In case, while on duty and during the course of engagement in work premises of BHEL under this Agreement, if any of the Contractor's Workforce meet (s) with any injury / illness due to accident or other natural calamities, the Contractor 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 Contractor shall also be liable for meeting other statutory liabilities like ESI, Insurance etc. Contractor shall make every arrangement to render all the possible assistance to their workforce in such cases.
4.28	<b>Death Cum Accidental Insurance Policy:</b> The Contractor shall necessarily buy death cum accidental insurance (24x7) policy for all of his workforce to be deployed under the contract before the start of work. No workforce should enter the BHEL-premises or working area without insurance cover. Copy of the Insurance Policy to be necessarily submitted by the Contractor in the first month itself of start of the contract. The coverage shall be of Rs. 5.00 Lakhs per individual. The sum assured (Rs. 5.00 Lakhs) shall become payable to the nominee/legal heir in the event of death due to accident of insured person. In the event of death of any member of workforce deployed by the contractor without proper insurance cover, the contractor shall be liable to pay Rs. 5.00 Lakhs to the nominee/ legal heir of such deceased member of workforce. Accident Insurance Scheme which will be a one-year cover, renewable from year to year, offering accidental death & disability on account of an accident. The Contractor will be responsible to pay the premium per annum per member for all the workforce during the contract. The Contractor must submit documentary evidence to show coverage of all the workforce under the above-mentioned insurance scheme at all times during the validity of contract. The Contractor have to assess the premium of insurance cover for the entire contract period. Contractors should include the impact of cost of insurance cover in their quote (i.e. Service Charge) itself.
4.29	<b>Post Payment Audit of Work &amp; Bills:</b> BHEL reserves the right to carry out a post payment audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc. and to enforce recovery of any sums becoming due as a result thereof. However, no such recovery shall be enforced after three years of payment of the final bill.

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4.30	<b>Recovery from Contractor:</b> Whenever under the contract, any sum of money is recoverable from or payable by the contractor, the same may be deducted from any sum then due or which at any time thereafter may become due to the contractor under the contract or from his security deposit, or the contractor shall pay the claim on demand.
4.31	<b>Maintaining Quality of the Job and rectification of any deficiency:</b> The Contractor will be responsible for the quality of the job as per the specifications and will immediately rectify the deficiency pointed out in the job performed.
4.32	<b>BHEL'S right to Withdraw / Relax:</b> BHEL reserves the right to withdraw / relax any of the terms and condition mentioned in the contract, so as to overcome the problem encountered at a later stage. No such withdrawal or relaxation in any term shall be deemed to affect the other terms and conditions of the contract unless done so expressly and in writing.
4.33	<b>Facilities and Utilities to be provided by the BHEL to contractor at site:</b>  <b>4.33.1 Water &amp; Electricity:</b> Water & electricity shall be supplied to the contractor by BHEL free of cost subject to that the contractor will utilize the Water/Electricity for the services to be provided to BHEL. BHEL does not guarantee to maintain uninterrupted supply of water/electricity and it will be incumbent on the contractor to make alternative arrangement for proper supply of the same at their own cost in the event of any break down in the government water/ electricity mains so that the services to be provided against this contract is not held up for the want of the same.  <b>4.33.1 Stores:</b> The contractor shall be provided free of cost a space for storing the materials related to the scope of work which will be utilized against this contract only. The contractor shall at all times keep the place tidy, clean and in sanitary condition to the entire satisfaction of the Officer In-charge. The safety & security of the contractor's materials will be the responsibility of contractor himself. BHEL will not provide any compensation due to theft, damage or loss of contractor's materials. The stores provided to the contractor will not be utilized as the accommodation for the workers or for any other purpose than storing the materials related to housekeeping and catering services.
4.34	<b>Contractor's Workforce</b>
4.34.1	The Contractor shall provide workforce in sufficient numbers to meet the requirement of the scope of work and to the satisfaction of the BHEL's Company Representative. Estimated quantities envisaged for all services shall be as provided in the Special Conditions. In order to maintain quality services and minimize operational problems, the contractor may rotate the workforce with prior intimation to BHEL. For satisfactory services, the Contractor shall continuously maintain workforce strength as required to cope up with the requirement as arisen for satisfactory services to BHEL. Contractor has to deploy the minimum workforce as emphasized in the scope of services in the contract at any given day. Any deficiencies of the scope of services, the monthly payment against the job / services provided shall be deducted to the tune of shortages.

4.34.2	<p>The workforce shall be classified as follows-</p> <p>i) <b>Type-A- Unskilled (USW):</b> For providing Services at Job-Premise, the Contractor has to deploy unskilled workforce who must be minimum 5th Pass and know operations that involve the performance of simple duties, which require the experience of little or no independent judgment or previous experience although familiarity with the occupational environment is necessary.</p> <p>ii) <b>Type-B-Semi-skilled (SSW) / Non-Matriculate:</b> For providing services at Job-Premise, the Contractor has to deploy semiskilled workforce who must be minimum Non Matriculate (8th Pass), his/her work will be limited to the performance of routine operations of limited scope.</p> <p>iii) <b>Type-C- Skilled (SW)/Work Supervisor (SW) / Matriculate:</b> For providing Services at Job Premise, the Contract has to deploy skilled workforce who must be Matriculate (10th Pass), his/her shall be capable of working efficiently of exercising considerable independent judgement and of discharging his duties with responsibility. They must possess thorough &amp; comprehensive knowledge of the trade, craft or industry in which they will be deployed by the Contractor. Specific work, wherever required, work supervisor, receptionist etc. should have basic knowledge of operating computer. The Contractor i.e. the employer of contract workers will give certification regarding eligibility of an individual for his/her respective category for TYPE-A, TYPE-B &amp; TYPE-C (mentioned above) on the basis of their skills/experience etc.</p>
4.34.3	Efficiency, promptness, quality service, good behavior and politeness of the workforce are shall be ensured at all times. The Contractor is required to supervise the operations at all working hours and his manager or supervisor shall personally supervise operations in the kitchen and dining area at the BHEL premises.
4.34.4	The workforce deployed by the contractor shall be hail and healthy and should not be suffering from any communicable diseases. The contractor shall get his employee medically examined on regular intervals and such reports shall be produced as and when called upon by BHEL.
4.34.5	The persons deployed by the Contractor shall not be entitled to pay, perks and other facilities admissible to regular/ confirmed employees during the currency or after expiry of the Agreement.
4.34.6	No medical facilities or reimbursement or any sort of medical claims thereof in respect of workforces provided by the Contractor will be entertained by BHEL except for clause no. 4.8.1 if applicable/ESI.
4.34.7	<p>The Contractor shall furnish the following documents in respect of the manpower deployed by them to BHELs premise/ designated premise in the given time limit:</p> <ul style="list-style-type: none"> <li>• List of persons deployed (monthly)</li> <li>• Biodata/ resume with antecedents' details (at the time of deployment)</li> <li>• Copy of Aadhaar Card of the candidates (at the time of deployment)</li> <li>• Identity Cards issued by Contractor bearing photograph (within 8 days of joining)</li> <li>• Identity proof and residential proof (at the time of deployment)</li> <li>• Copy of police verification certificate (at the time of deployment)</li> <li>• Copy of birth certificate, if required (at the time of deployment - for domicile purpose)</li> </ul>
4.34.8	For all intents and purposes, the Contractor shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Contractor shall not have any claim whatsoever like employer and employee relationship with BHEL. No deployed manpower shall be allowed to stay in the BHEL's premise/ designated premise unnecessarily after working hours without BHEL's permission.

4.35	<p><b>Supervision of Contractor's Workforce:</b>  <b>SUPERVISORY SERVICES:</b> Due supervision of jobs at the work premises shall be ensured by the contractor's work supervisors daily for closely monitoring services under the job contract and work supervisor shall be equipped with cell phone facility for effective coordination with BHEL. Adequate intercommunication facilities for communication between supervisors/manager shall also be provided by the contractor. The major responsibility of the works Supervisor would be as under:</p>
4.35.1	Obtaining instructions from the concerned BHEL Official(s) for carrying out the works pertaining to their areas.
4.35.2	Passing on the work instructions to his team of workforce ensuring completion of work within the stipulated time as instructed above and as per the terms & conditions of the tender document.
4.35.3	To ensure proper conduct and discipline by his team of workforce, while performing their duty at BHEL premises.
4.35.4	To report / intimate any constraint in writing, if so felt, during the execution of designated works by his team of workforce.
4.35.5	<p><b>Attendance Record:</b>  Attendance of the workforce deployed by the Contractor will be maintained by the Contractor and copy of such document duly signed &amp; stamped by the Contractor shall be provided to BHEL as and when called for. Contractor shall provide proper Biometric Employment cards for the contract workers to be deployed by him for Work/Services, duly signed by the contractor or authorized person on behalf of contractor. Contractor is required to install Biometric Attendance System to regulate attendance of the workforce engaged by them. Contractor shall provide proper Biometric Employment cards for the workforce to be deployed by him for Work/Services, duly signed by the contractor or authorized person on behalf of contractor. All the workforce deployed by the Contractor at work premises should also mark their attendance in the Bio-Matric Attendance System installed at BHEL premises. For the same, the Contractor should complete all formalities before deployment of workforce at work premises. However, a physical attendance register (Muster-Roll) shall be also maintained by the concerned Work Supervisor of the Contractor at work premise for physical verification by BHEL / statutory authorities.</p>
4.35.6	<p><b>Working Days / Holidays / Leave:</b></p> <p>4.35.6.1 All the workforce must be allowed at least one whole day of rest / weekly-off for every six continuous working days or as laid down in the prevailing laws. No deduction shall be made by the Contractor from the wages of any workforce on account of Weekly-Off, National Holidays or Public Holidays. Workforce deployed by the Contractor shall be required to work normally on all six days (Monday to Saturday) for 8 ½ Hrs. with a break of half-an-hour after every 04 Hrs. or as provided under the applicable law from time to time. The Contractor's shall ensure that its workforce is granted leaves as per the applicable Shops and Establishment Act or Factories Act as amended from time to time.</p> <p>4.35.6.2 Payment against encashment of paid leave shall be made to the Contractor when the Contractor submits proof of such payment at the end of one year i.e. annual basis (and not with every monthly bill).</p> <p>4.35.6.3 If there are any changes in statutory laws / periodicity of payment of leave entitlement or if any other leave / holidays are enforced or modified in future, the Contractor will be authorized for billing to cover the same accordingly. The Contractor will maintain proper records of Leaves/ Holidays/ Weekly off etc. granted to the workforce.</p>
4.36	<p><b>Suspension of Business Dealings:</b>  BHEL reserves the right to take action against Contractors who either fail to perform or indulge in malpractices, by suspending business dealings with them in line with BHEL guidelines issued from time to time.</p>

5.0	<b>Payment Terms</b>			
5.1	<p>The successful bidder shall submit the bill/invoice on monthly basis (Wages bill in line with Clause no. 6 and tender terms and conditions), which shall be duly verified, checked by concerned BHEL Official for releasing of payment.</p> <p>Payment shall be released based on actual deployment of security guards in terms of mandays in each calendar month.</p> <p>Payment shall be made within 30 working days from the receipt of complete GST compliant invoice along with complete documents indicated in sl. no. 6.13.</p> <p><b>Please Note, GST portion of invoice shall be released only upon: -</b></p> <ul style="list-style-type: none"> <li>i. Such invoice appearing in GSTR-2B of BHEL and confirmation of payment of such GST to the Government through filing of GSTR-3B of corresponding month/quarter as per GST law within timeline prescribed for availing ITC by BHEL, and</li> <li>ii. Receipt of goods / services and Tax invoice by BHEL, and</li> <li>iii. Confirmation of payment of GST thereon by vendor on GSTN portal.</li> </ul> <p>The last payment / final payment / retention amount shall be released on compliance of terms as indicated in original order/LOI/Tender subject to confirmation of full GST Credit to BHEL. Any Interest if levied thereon for reasons elaborated in Tax &amp; Duties clause of the tender and attributable to the bidder, will be recovered from the Final Payment / Retention amount.</p> <p>All payments will be made to the contractor after deduction of Income Tax at source as applicable and prescribed under Income Tax Act/Rules from time to time.</p>			
5.2	All payment shall be made in Indian currency and by RTGS/NEFT only.			
6.0	<b>Terms and Conditions for Processing of Invoice:</b>			
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 personnel 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 (Skilled worker) #	Security Supervisor (Highly Skilled worker) #
	(a)	MINIMUM DAILY WAGE (I.E. BASIC DAILY WAGE+ VARIABLE DAILY ALLOWANCE)	As applicable	As applicable

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(b)	EPF @12%, EDLI @0.5% and Admin Charge @0.5%, as applicable	As applicable (refer @ below)	As applicable (refer @ below)		
(c)	ESI @3.25% on sl. no. 6.5.(a) / Medical Allowance and Workmen Compensation, as per ESI Act	As applicable (refer # # below)	As applicable (refer # # below)		
(d)	Bonus (As per Bonus Act)	@ 8.33% on Sl. 6.5 (a)	Nil		
(e)	<b>Additional Allowance1:</b> Reimbursement of Retrenchment/Contract closing Benefit @ 4.81% on sl. no. 6.5.(a)	@ 4.81 % on Sl. 6.5 (a)	@ 4.81 % on Sl. 6.5 (a)		
(f)	<b>Additional Allowance2:</b> Amount payable in lieu of entitled casual leave of 15 Days per Year on pro-rata basis, as per GeM SLA	As applicable	As applicable		
(g)	% of Service Charges (inclusive of GST) applicable on sum of sl. no. 6.5 (a) to 6.5 (f)	<b>As per agreed rate (Final Rate accepted by the bidder).</b>			
<p># At present, Minimum wages for Security Guard and Supervisor are kept as under: -</p> <p>For Minimum Wages and VDA of Security Guard please refer Central Govt. Order dated 25-09-2025 for Watch and ward (Without Arms) for Area-C.</p> <p>For Minimum Wages and VDA of Security Supervisor please refer Central Govt. Order dated 25-09-2025 for Construction or Maintenance of Roads for Highly Skilled for Area-C.</p> <p># # Refer Clause no. 4.8.1</p> <p>### Any other payment which is not mentioned above but are applicable under the various statutory act shall also be reimbursed by the BHEL.</p> <p>@ PF, EDLI &amp; Admin Charges will be payable @ 12%, 0.5% &amp; 0.5% respectively as per details given below:- If total monthly wage is more than Rs. 15000 then PF will be paid on maximum Rs. 15000 otherwise on actual monthly wages. In case of any revision by the PF authority the same shall be implemented accordingly and will be reimbursed accordingly.</p>					
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.				

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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 for a maximum ceiling of wage per month Rs. 15000, @0.5% Admin Charges on Provident Fund &amp; 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 <sup>th</sup> January], Independence Day [15 <sup>th</sup> August] and Gandhi Jayanti [02 <sup>nd</sup> 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.</p> <p>The Checklist shall be as under:</p> <table border="1"> <thead> <tr> <th>SI 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 &amp; 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>	SI 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 <sup>th</sup> of every month following which error free bill must be submitted to BHEL after completion of all statutory compliance by Bidder within 2 <sup>nd</sup> 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 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. including 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 30 (Thirty) 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 Revise Charge Mechanism.
7.0	<b>Taxes and Duties</b>
7.1	<p>Bidder's quoted/ accepted rates/ price shall be inclusive of all taxes including GST, Charges, Royalties, any State or Central Levy and other taxes for materials if any obtained for the work and for execution of the contract.</p> <p>Any increase of above at any stage during execution of contract, including extension of the contract, shall have to be borne by successful bidder contractor. However, any increase of GST subsequent to due date of offer submission as per NIT &amp; TCN, by statutory authority during contract period (including extension, if the same is not attributable to you), shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL.</p> <p>Benefit of any decrease of taxes including GST, Charges, Royalties, any State or Central Levy and other taxes for materials if any obtained for the work and for execution of the contract; subsequent to due date of offer submission as per NIT &amp; TCN, by statutory authority shall be passed on to BHEL.</p>
7.2	Deleted
7.3	<p>Successful bidder shall furnish proof of GST registration with GSTN Portal covering the services under this contract.</p> <p>Registration should also bear endorsement for the premises from where the billing shall be done by successful bidder on BHEL for this project / work.</p>
7.4	Since GST on output will be paid by BHEL as enumerated above, bidder's quoted rates / price should be after considering the Input Credit under GST law at bidder's end.
7.5	TDS under Income Tax Act shall be deducted as per prevailing IT rules from the bills.
7.6	TDS under GST shall be deducted as per prevailing GST rules from the bills.

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7.7.1	You may collect TCS under section 206C(1H) of Income Tax Act, 1961 if applicable.
7.7.2	In case, you collect TCS under section 206C(1H) of Income Tax Act, 1961, following compliance is required.
7.7.2.1	TAN and PAN of vendor should appear in all invoices/claims. Copy of TAN /TCS registration is to be submitted.
7.7.2.2	Amount of TCS and Assessable value on which TCS has been calculated should be specified clearly in the invoice.
7.7.2.3	You shall be required to submit certificate of TCS in Form no. 27D within 15 days from the due date for furnishing the statement of tax collected at the source.
7.7.3	In case, you do not collect TCS under section 206C(1H) of Income Tax Act, 1961, following declaration is to be submitted along with each invoice: - "I/We hereby declare that I/We are not required to collect TCS under section 206C(1H) of Income Tax Act, 1961, on this bill."
7.7.4	In event of failure to comply with the provisions of the Act, or proper certificate not issued, or if tax collected but not remitted to the Government, or for any other reason and thereby causing loss to BHEL, the same shall be recoverable from the vendor with applicable interest.
7.7.5	You shall comply with all statutory amendment/notifications in this respect.
7.8	Bidder shall note that GST Tax Invoice complying with GST Invoice Rules (Section 31 of GST Act & Rules referred thereunder) wherein the 'Bill To' details shall encompass following. BHEL GSTN – Refer attached GSTN code table of BHEL. Name - BHARAT HEAVY ELECTRICALS LIMITED Address - Shall be intimated later. Specific details of BHEL GSTN, Name and Address as stated above, have been specified elsewhere in the tender.
7.9	Successful 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 send a scanned copy of Tax Invoice to BHEL through following communication mode for enabling BHEL to meet its GST related compliances. Portal address and Email address – Shall be intimated later. Specific details of above shall be intimated to successful bidder by BHEL at appropriate juncture.
7.10	In case of delay in submission of above mentioned documents on the date of despatch, BHEL may incur penalty/ interest for not adhering to Invoicing Rules under GST Law. The same will be liable to be recovered from successful bidder, in case such delay is not attributable to BHEL.
7.11	In case of raising any Supplementary Tax Invoice (Debit / Credit Note), successful 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.
7.12	Successful 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, successful bidder shall also ensure prompt delivery of goods after despatch.
7.13	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, not attributable to BHEL, GST amount shall be recoverable from successful bidder along with interest levied/ leivable on BHEL, as the case may be.

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7.14	<p>Successful bidder shall upload the invoices raised on BHEL in IFF/GSTR-1 within the prescribed time as given in the GST Act, and the same should be available to BHEL in FORM GSTR-2B electronically through the common portal; and confirmation of payment of such GST to the Government through filing of GSTR-3B of corresponding month/quarter.</p> <p>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 successful bidder along with interest levied / leviable on BHEL.</p>
7.15	<p>Successful bidder to arrange for e-waybill for any movement of goods for the execution of the contract.</p> <p>Successful bidder has to make their own arrangement at their cost for completing the formalities, if required, with Issuing Authorities, for bringing materials, plants &amp; machinery at site for execution of the works under this contract, Road Permit / Way Bill, if required, shall be arranged by successful bidder and BHEL will not supply any Road Permit/ Way Bill for this purpose.</p>
7.16	<p>Any new taxes &amp; duties, if imposed subsequent to due date of offer submission as per NIT &amp; TCN, by statutory authority during contract period (including extension, if the same is not attributable to you), shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, you shall obtain prior approval from BHEL before depositing new taxes and duties.</p>
7.17	Benefits and / or abolition of all existing taxes must be passed on to BHEL against new taxes, if any, proposed to be introduced at a later date.
8.0	<b>Quantity Variation</b>
8.1	The buyer can increase or decrease the contract quantity or contract duration up to 25 percent during the contract period. However, payment shall be made only based on the actual quantity being executed by the contractor at same terms and conditions of the contractor. Bidders are bound to accept the revised quantity or duration.
9.0	<p><b>Liasoning with local and State authorities:</b> The Bidder shall require coordinating and maintaining close liaison with the client, local police and local administration and state authorities for the work being done, as and when needed.</p> <p>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.</p>
10.0	<b>Liquidated Damage (LD) &amp; Penalty:</b>
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 6.5(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 guard will not be allowed to join duty and recovery/penalty shall be applicable as per clause no. 10.2. In case any guard is found on duty without proper uniform then the post will be treated as vacant and recovery shall be made as per clause no. 10.2

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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/LD during the contract period shall not exceed 10% of total contract value.
11.0	<p><b>Termination of Contract:</b></p> <p>BHEL reserves the right to terminate the whole or part of the contract on the following reasons, without assigning any reason by giving prior written notice of 30 days. The notice of termination shall specify, the portion/scope of the contract which stands terminated and the date on which such termination becomes effective. No compensation for termination shall be payable to the contractor. However, the Contractor shall be entitled to receive contract price for the services rendered upto the date of termination after effecting recoveries due from the contractor. The Contractor hereby waives any claim for compensation for losses/damages and/or reimbursement of costs.</p>
11.1	If the Bidder is found guilty by court of law and the offence involves moral turpitude.
11.2	If the Bidder indulges in mal-practices such as bribery, corruption, fraud, pilferage etc.
11.3	If the Bidder is declared bankrupt, insolvent, wound-up, dissolved or partitioned.
11.4	If the Bidder is found to have substituted or damaged or disposed off material or document from any employee of the company.
11.5	If the Bidder is found to have obtained, by questionable means, copies of any document from any employee of the company.
11.6	If the Bidder has submitted, for getting the contract, any fake or false documents or certificates.
11.7	If the Bidder, persistently and in spite of warnings, is violating or circumventing the provisions of Labour Laws.
11.8	If the Bidder, persistently refuses to return company's dues.
11.9	If the Bidder indulges in anti-management activity of any kind.
11.10	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.
11.11	Non-performance / continuous poor performance / abandonment of work / statutory noncompliance by the Bidder.
11.12	<p><b>Termination:</b></p> <p><b><u>Termination for BHEL's Convenience:</u></b></p> <ul style="list-style-type: none"> <li>(i) BHEL may at any time terminate the Contract for any reason by giving the Contractor a notice of termination that refers to this clause.</li> <li>(ii) Upon receipt of the notice of termination under Subclause 1), the Contractor shall, either immediately or upon the date specified in the notice of termination, <ul style="list-style-type: none"> <li>(a) cease all further work, except for such work as BHEL may specify in the notice of termination; and</li> <li>(b) remove all Contractor's Equipment from the Site, repatriate the Contractor's personnel from the Site, remove from the Site any wreckage, rubbish and debris of any kind, and leave the whole of the Site in a clean and safe condition.</li> <li>(c) In the event of termination of the Contract under Subclause 1), the BHEL shall pay to the Contractor the Contract Price, properly attributable to the parts of the Facilities executed by the Contractor as of the date of termination;</li> </ul> </li> </ul>

11.12.2	<p><b><u>Termination for Contractor's Default:</u></b></p> <p>i) BHEL, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith in the following circumstances by giving a notice of termination and its reasons therefor to the Contractor:</p> <ul style="list-style-type: none"> <li>a) if the Contractor becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Contractor is a corporation, a resolution is passed or order is made for its winding up, other than a voluntary liquidation for the purposes of amalgamation or reconstruction, a receiver is appointed over any part of its undertaking or assets, or if the Contractor takes or suffers any other analogous action in consequence of debt; and</li> <li>b) has abandoned or repudiated the Contract or has without valid reason failed to commence work on the Facilities promptly or has suspended the progress of Contract performance after receiving a written instruction from the BHEL to proceed;</li> <li>c) persistently fails to execute the Contract or remedy any breach or persistently neglects to carry out its obligations under the Contract;</li> </ul> <p>then BHEL may, without prejudice to any other rights it may possess under the Contract, give a notice to the Contractor, stating the nature of the default and requiring the Contractor to remedy the same. If the Contractor fails to remedy or to take steps to remedy the same within 14 days of its receipt of such notice, then BHEL may terminate the Contract forthwith by giving a notice of termination to the Contractor.</p> <ul style="list-style-type: none"> <li>a) Upon receipt of the notice of termination under Subclause <ul style="list-style-type: none"> <li>(i) the Contractor shall, either immediately or upon such date as is specified in the notice of termination, cease all further work, except for such work as BHEL may specify in the notice of termination.</li> <li>(ii) the Contractor shall be entitled to be paid the contract price attributable to the works executed/services performed upto the date of termination. Any sums due to BHEL from the Contractor accruing prior to the date of termination and already intimated to the Contractor shall be deducted from the amount to be paid to the Contractor under this Contract.</li> </ul> </li> </ul> <p><b><u>Termination by Contractor:</u></b></p> <ul style="list-style-type: none"> <li>(i) If BHEL has failed to pay the Contractor any sum due under the Contract within the specified period, if any, without just cause, the Contractor shall give a notice to BHEL of the same.</li> <li>(ii) If BHEL fails to pay such sums or give its reasons for withholding such sums within 14 days after receipt of the Contractor's notice, the Contractor may by a further notice to BHEL shall be entitled terminate the Contract.</li> <li>(iii) In calculating any monies due from the BHEL to the Contractor, account shall be taken of any sum previously paid to the Contractor under the Contract, including any advance payment paid. The Contractor shall be entitled to be paid the contract price attributable to the works executed/services performed upto the date of termination.</li> </ul>
12.0	<p><b><u>Settlement of Disputes:</u></b></p>

12.1	<p>12.1.1 The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the contract/tender which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL.</p> <p>12.2.2 The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof.</p> <p>12.2.3 In case the parties are unable to reach any amicable settlement (whether by Conciliation to be conducted as provided hereinabove or otherwise), then, either Party may, commence arbitration in accordance with the arbitration rules of the arbitral institution [to be identified by the contract issuing agency (e.g. "IIAC" (India International Arbitration Centre)] for adjudication by Sole Arbitrator to be appointed by the said arbitral institution.</p> <p>12.2.4 A party willing to commence arbitration proceeding shall invoke the Arbitration Clause by giving notice to the other party in terms of section 21 of the Arbitration &amp; Conciliation Act, 1996 (hereinafter referred to as the 'Notice') before referring the matter to the arbitral institution.</p> <p>12.4.5 After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to the said arbitral institution and it shall be adjudicated in accordance with the respective arbitration rules of the said arbitral institution. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a retired Judge or Advocate having considerable experience in dealing with such commercial disputes.</p> <p>12.4.6 The cost and expenses pertaining to the Arbitration shall be governed by the Rules of the said Arbitral Institution.</p> <p>12.4.7 The seat and venue of the arbitration shall be the place from which the Contract is issued by BHEL.</p> <p>12.4.8 The cost of arbitration shall be shared by the parties during the arbitration proceedings in equal proportion and shall be finally borne as per the award of the Arbitrator.</p> <p>12.2.9 Subject to arbitration in terms of clause above, the Courts at the place from which the Contract is issued shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract or Arbitration proceedings.</p> <p>12.2.10 Notwithstanding the existence or any dispute or difference and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligation under this Contract with due diligence and in a professional manner except where the Contract has been terminated by either Party.</p> <p>12.2.11 It is agreed between the parties that Arbitration as a dispute redressal mechanism shall be applicable only in case where the amount involved in the disputes is less than Rs.10 crores.</p> <p><b>Note:</b> Ministry of Finance has issued OM reference No. 1/2/24 dated 03.06.2024 regarding "Guidelines for Arbitration and Mediation in Contracts of Domestic Public Procurement. In the said OM it has been recommended that Government departments/ Entities/agencies are to encourage mediation under the Mediation Act. 2023 . The said Act has not yet been notified by the Government. Therefore, the clause "Settlement of Disputes" shall be modified accordingly as and when the Mediation Act 2023 gets notified.</p>
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12.2	<p><b>Applicable Laws and Jurisdiction of Courts:</b></p> <p>Indian laws both substantive and procedural, for the time being in force, including modifications thereto, shall govern the Contract including Arbitration proceedings. The court of competent civil jurisdiction at the place of the concerned BHEL Unit awarding the contract and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts.</p> <p><b>Appropriate Court at Barasat under the Calcutta High Court, Kolkata shall have exclusive jurisdiction over all matters related to this contract.</b></p>
13.0	<b>Other Points</b>
13.1	Deleted
13.2	Deleted
13.3	<p><b>Registers and records and collection of statistics:</b> All registers and other records required to be maintained under various Labour Laws / Rules, shall be maintained complete and up-to-date, and, unless otherwise provided for, shall be kept with Work Supervisor or the nearest convenient building within the precincts of the workplace or at a place within a radius of three kilometers. Such registers shall be maintained legibly in English and Hindi or in the language understood by the majority of the workforce. In case of any call seeking information or statistics in relation to Contractor's workforce at any time by an order in writing, the same should be provided without fail. The contractor shall maintain all Register(s); or alternative suitable Register(s) in lieu of any of the registers prescribed below.</p>
13.3.1	<p><b>Contract Labour (Regulation &amp; Abolition), Act, 1970 &amp; Payment of Wages Act, 1936:</b></p> <ul style="list-style-type: none"> <li>• Employee Register in FORM- A.</li> <li>• Wage Register in FORM- B.</li> <li>• Register of Loan / Recoveries in FORM- C</li> <li>• Attendance Register in FORM- D.</li> <li>• Employment Card in FORM – XII</li> <li>• Copies of Wage Slips in FORM – XIX.</li> <li>• Copies of Half-Yearly Returns in FORM – XXIV.</li> </ul>
13.3.2	<p><b>Employee State Insurance Act, 1948:</b></p> <ul style="list-style-type: none"> <li>• Register of employees in FORM-6</li> <li>• Accident Book in FORM-11</li> </ul>
13.3.3	<p><b>Employees Provident Fund &amp; Miscellaneous Provisions Act, 1952:</b></p> <p>The Contractor has to maintain the Eligibility Register and Online Returns submitted in compliance to Para 36B of the EPF Scheme 1952. Copies of Nomination cum Declaration prescribed under the Payment of Wages Act 1936, The Employees Provident Fund &amp; Miscellaneous Provisions Act 1952, and The ESI Act 1948.</p>
13.3.4	<p><b>The Payment of Bonus Act, 1962:</b></p> <ul style="list-style-type: none"> <li>• Register showing the details of the amount of bonus due to each of the contract workers, the deductions under Sections 17 and 18 and the amount actually disbursed, in FORM- C.</li> <li>• The contractor shall send a return in FORM – D to the Inspector so as the reach him within 30 days after the expiry of the time limit specified in Section 19 for payment of Bonus.</li> </ul>

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13.3.5	<p><b>The Ease of Compliance to Maintain Registers under various Labour Laws Rules, 2017:</b> Ministry of Labour &amp; Employment has since notified "Ease of Compliance to maintain Registers under various Labour Laws Rules, 2017" on 21st February 2017 which has in effect replaced the 56 Registers/Forms under 9 Central Labour Laws and Rules made thereunder in to 5 common Registers/Forms. This will save efforts, costs and lessen the compliance burden by various establishments. These Rules are available on the Website of this Ministry at the link below:</p> <p><a href="http://labour.gov.in/whatsnew/ease_compliance-maintain-registers_undervarious-labour-laws-rules-2017">http://labour.gov.in/whatsnew/ease_compliance-maintain-registers_undervarious-labour-laws-rules-2017</a></p> <ul style="list-style-type: none"> <li>• Employee Register – FORM A.</li> <li>• Wage Register – FORM B.</li> <li>• Register of Loan/Recoveries – FORM C.</li> <li>• Attendance Register – FORM D.</li> </ul>
13.4	<p><b>Returns under Labour Laws:</b></p> <p>The Unified Shram Suvidha Portal, developed by Government of India, facilitates reporting of inspections &amp; submission of Returns and has also been envisaged as a single point of contact between employer, employee and enforcement agencies bringing in transparency in their day-to-day interactions. For integration of data among various enforcement Agencies, the Contractor, as an inspectable unit, is required to register and obtain Labour Identification Number (i.e. LIN) from Shram Suvidha Portal and submit the same in BHEL. Single Online Common Annual Return under 9 Central Labour Acts {(1) Payment of Wages Act, 1936 (2) Minimum Wages Act, 1948 (3) Contract Labour (Regulation and Abolition) Act, 1970 (4) Maternity Benefit Act, 1961 (5) Building and Other Construction Workers (Regulation of Employment and Condition of Service) Act, 1996 (6) Payment of Bonus Act, 1965 (7) Inter-State Migrant Workmen (Regulation of Employment and conditions of Service) Act, 1979 (8) Industrial Disputes Act, 1947 (9) The Mines Act 1952} has been made operational on Shram Suvidha Portal since 24th April 2015 to facilitate filing of simplified Single Online Return by the establishments instead of filing separate Returns, under the Various Acts and same shall be duly filed by the contractor with a copy to BHEL. The Contractor shall submit annual returns in Form-6A and Form 3A, prescribed under statutory EPF scheme, 1952 and annual returns in Form-6 prescribed under ESI Act, in respect of all the workforce (wherever applicable) deployed by him with a copy to BHEL.</p>
13.5	<p><b>Statutory Obligations/ Compliances/ Requirements</b></p>
13.5.1	<p>Contractor shall comply with all the statutory requirements, rules, regulations, notifications in relation to employment of his workforces. The Contractor shall duly comply with all Acts, Laws, or other Statutory rules, regulations, bye-laws applicable or which might become applicable to the place of work with regard to the performance of the work under the contract. Contractor shall indemnify BHEL against all claims and losses arising out of any non-compliance and violation of any applicable Law in connection with the subject matter of the contract. Contractor, wherever applicable, shall maintain proper records prescribed by the concerned statutory authorities and also provide a copy of the same to BHEL.</p>
13.5.2	<p>The Contractor shall alone be responsible for Compliance of all labour legislation's (as may be amended from time to time) in respect of persons employed by or through him and deputed for the services being provided to BHEL.</p>
13.5.3	<p>Minimum rates of wages shall be as per the notifications of concerned State Government/Appropriate Government from time to time.</p>

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13.5.4	The Contractor shall prepare, maintain and submit all records, documents, returns, registers, notice, etc. as required under various Labour Legislations in the prescribed manner as applicable from time to time and within prescribed time to the concerned statutory authorities and produce the same on demand. The Contractor shall keep itself updated of the various labour laws as applicable to it and which may become applicable to it from time to time and shall take effective and speedy steps to comply with the same. In the event of breach of any law as applicable to its personnel or otherwise, by the contractor, the Contractor alone shall be responsible and liable for legal action that may arise as a result of such breach or violation and consequences thereof, if any.
13.5.5	The Contractor shall ensure to pay the entire wages payable by it under Minimum Wages Act as applicable from time to time to the workforce deployed / to be deployed and further ensure to deposit the PF and ESI contribution on such gross wages with the appropriate authorities within due dates and shall submit the copy of challan for the PF & ESI contribution deposited by it along with its details to BHEL as and when called upon to do so. It is agreed that BHEL shall be entitled to withhold contractor's payment, should the contractor fail to submit records of statutory compliances as and when called for, until such record is produced before BHEL. If it is discovered that the Contractor has failed in its statutory compliances, BHEL shall terminate the Contract.
13.5.6	The Contractor will regulate recruitment, terms & conditions of employment, welfare amenities, disciplinary action, grievance handling, transfer, promotion, wages, allowances, leaves/holidays & benefits, provision for lunch, etc. of personnel deployed with BHEL.
13.5.7	The Contractor shall ensure that the personnel deployed in the premises of BHEL follow the safety norms, rules, regulations and instructions strictly including prohibiting smoking inside the Premises.
13.5.8	The Contractor shall prepare and disburse wages/salaries of its personnel latest by 7th of every month or as prescribed by law from time to time and shall not delay the same for any reasons whatsoever. The Contractor shall provide BHEL with a copy of salary/wage payment register duly certified by it as and when required by BHEL. BHEL shall be entitled to depute its representative to oversee the disbursement of wages/salaries.
13.5.9	The Contractor shall be liable to pay retrenchment compensation, notice pay, gratuity or bonus as payable to its personnel as and when required and BHEL shall not be liable for any such obligation of the Contractor.
13.6	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
13.7	Notwithstanding any other Clause of tender document, Bidder's performance may be reviewed from time to time.
13.8	All other term & conditions of this specification, not mentioned above shall be governed by the pertinent provisions of GeM GTC.
<b>14.0</b>	<b>Contact Period</b>
14.1	The Time Period of contract shall be for 44 (Forty-four) months from actual date of start of work.
14.2	Successful bidder shall start the work as per instruction from concerned Site In-Charge of the project site after placement of Order.  Start date of Work: Work start date will be certified by Construction Manager/ Project Director, BHEL Koderma site or by Package in charge.
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.

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<b>15.0</b>	<b>Evaluation and Awarding Terms</b>
15.1	Evaluation & awarding shall be in the form and manner prescribed in GeM.
<b>16.0</b>	<b>Security Deposit (SD) / Performance Security / e-PBG</b>
16.1	Upon acceptance of Tender, the successful Tenderer should deposit the Security Deposit towards fulfilment of any obligations in terms of the provisions of the contract.
16.2	The total amount of Security Deposit will be 5% of the contract value.
16.3	The Security deposit may be deposited in any of the following form:
16.3.1	<p>Security Deposit means the security provided by the Contractor towards fulfilment of any obligations in terms of the provisions of the contract. The contractor shall submit the security deposit in any of the following forms:</p> <ul style="list-style-type: none"> <li>i. Cash (as permissible under the extant Income Tax Act)</li> <li>ii. Local cheque of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.</li> <li>iii. Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).</li> <li>iv. Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. Bank Guarantees issued by Co-Operative Banks/Financial Institutions shall not be accepted. The Bank Guarantee format should have the approval of BHEL.</li> <li>v. Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL). Specific lien in favour of BHEL on the FDR shall be marked and letter from the Bank having created such lien in the format shall be submitted along with FDR.</li> <li>vi. Insurance Surety Bonds.</li> </ul> <p>Note:</p> <ul style="list-style-type: none"> <li>i. 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.</li> <li>ii. In case of delay in submission of Security Deposit, enhanced security deposit which would include interest (Repo rate + 4%) for the delayed period, shall be submitted by the bidder before submission of first bill</li> </ul>

16.3.2	<p><b>Collection of Security Deposit:</b> The entire Security Deposit amount is to be deposited by contractor before start of work. However, security deposit may be collected in installments in exceptional cases. In such cases at least 50% of the required Security Deposit, including the EMD, shall be collected before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.</p> <p>If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor. Contract value for the purpose of operating the increased value of Security Deposit due to Quantity Variation, shall be exclusive of Price Variation Clause, Over Run Compensation and Extra works done on man-day rates. 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, , with the approval of competent authority of BHEL.</p> <ul style="list-style-type: none"> <li>i. The security deposit shall not carry any interest.</li> <li>ii. Cash portion of EMD of successful bidder shall be adjusted as part of Security Deposit. EMD submitted by successful bidder in the form of Bank Guarantee/ FDR shall be retained by BHEL until the receipt of at least 50% of the Security Deposit.</li> <li>iii. The validity of Security Deposit shall be up to the validity of contract plus three months.</li> <li>iv. BHEL reserves the right of forfeiture of Security Deposit towards its claims and penalties under the contract in the event of the Contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract.</li> </ul>
16.3.3	Failure to deposit security money within stipulated time may lead to forfeiture of Earnest Money and cancellation of award of work.
16.3.4	BHEL reserve the right of forfeiture of security deposit in addition to other claims and penalties in the event of the contractor's failure to fulfil any of the contractual obligations (including liquidation or bankruptcy of the contractor, non-payment of money payable by means of arbitration award in favour of BHEL) or in the event of termination of contract as per terms and conditions of contract. BHEL reserve the right to set off these security deposit, against any claims of any other contract with BHEL.
16.4	<b>Return of Security Deposit</b>
16.4.1	Security Deposit shall be refunded/Bank Guarantee(s) released to the Contractor along with the 'Final Bill' after deducting all expenses / other amounts due to BHEL under the contract / other contracts entered into with them by BHEL upon fulfilment of contractual obligations as per terms of the contract.
16.4.2	No interest shall be payable by BHEL on earnest money / security deposit or any money due to the contractor by BHEL.
16.5	<p><b>Bank Guarantees:</b> Wherever Bank Guarantee is to be furnished / submitted by the Contractor, the following shall be complied with</p> <ul style="list-style-type: none"> <li>i. Bank Guarantee shall be from Scheduled Banks / Public Financial Institutions as defined in the Companies Act.</li> <li>ii. The Bank Guarantee shall be as per prescribed formats.</li> <li>iii. It is the responsibility of the contractor to get the Bank Guarantee revalidated / extended for the required period, as per the advice of BHEL. BHEL shall not be liable for issue of any reminders regarding expiry of the Bank Guarantee.</li> <li>iv. In case the Bank Guarantee is not extended before the expiry date, BHEL reserves the right to invoke the same by informing the concerned Bank in writing, without any advance notice/communication to the concerned contractor.</li> <li>v. Contractors to note that any corrections to Bank Guarantee shall be done by the issuing Bank, only through an amendment in an appropriate non-judicial stamp paper.</li> </ul>

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17.0	<b>Performance Bond</b> is not applicable for this tender.
18.0	Deleted
<b>19.0</b>	<b>Earnest Money Deposit</b>
19.1	<p>19.1.1 Every tender must be accompanied by the prescribed amount of Earnest Money Deposit (EMD) in the manner described herein.</p> <ul style="list-style-type: none"> <li>i) EMD shall be furnished before tender opening / along with the offer in full as per the amount indicated in the tender.</li> <li>ii) The EMD up to an amount of Rs. 2 Lakh is to be paid only in the following forms: <ul style="list-style-type: none"> <li>a) Cash deposit as permissible under the extant Income Tax Act (before tender opening).</li> <li>b) Electronic Fund Transfer credited in BHEL account (before tender opening).</li> <li>c) Banker's cheque / Pay order / Demand draft, in favour of 'Bharat Heavy Electricals Limited' and payable at Regional HQ issuing the tender (along with offer).</li> <li>d) Fixed Deposit Receipt (FDR) issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL) (along with offer). The Fixed Deposit in such cases shall be valid for at least six months from the due date of tender submission.</li> <li>e) Insurance Surety Bonds.</li> </ul> </li> </ul> <p>In case EMD amount is more than Rs. Two Lakhs, Tenderer has the option to submit Rs. Two lakhs in the forms described above in clause no. 19.1.1 (ii) (a) to (e) and the remaining amount over and above Rs. Two Lakhs in the form of Bank Guarantee from Scheduled Bank (along with the Offer). The Bank Guarantee in such cases shall be valid for at least six months from the due date of tender submission. The Bank Guarantee format for EMD shall be in the prescribed formats.</p> <ul style="list-style-type: none"> <li>iii) No other form of EMD remittance shall be acceptable to BHEL.</li> </ul> <p>19.1.2 EMD by the Tenderer will be forfeited as per tender conditions, if:</p> <ul style="list-style-type: none"> <li>i) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.</li> <li>ii) The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ LOA/ Contract.</li> </ul> <p>EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.</p> <p>19.1.3 EMD shall not carry any interest.</p> <p>19.1.4 EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of award of work.</p> <p>19.1.5 Cash portion of EMD of successful tenderer will be retained as part of Security Deposit. EMD submitted in the form of Bank Guarantee/ FDR shall be retained by BHEL until the receipt of at least 50% of the Security Deposit.</p>
<b>20.0</b>	<b>Over Run Charge (ORC)</b>
20.1	Not Applicable.
21.0	<b>Guarantee</b>

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21.1	Not Applicable
22.0	<b>Idling Charges</b>
22.1	Not Applicable
23.0	<b>Price Variation Clause (PVC)</b>
23.1	Applicable Minimum Wages and statutory provision revised from time to time shall be payable to the agency subject to submission of the relevant documents.
23.2	Other than as mentioned under clause no. 23.1 above, there will be no PVC during the contract period including extension, if any.
24.0	<b>Consequential Loss</b>
24.1	"Neither party shall be liable to the other for any indirect or consequential loss or damage, including but not limited to loss of use, loss of profits, or loss of contracts, or special, punitive, exemplary losses whatsoever arising out of or in connection with this contract."
25.0	<b>Indemnity:</b> The Contractor shall indemnify and compensate BHEL against any liability that BHEL is subjected to on account of any statutory or contractual violation including any liability arising under the Contract Labour (Regulation and Abolition) Act, 1970 towards the workforce engaged by the contractor. BHEL shall be entitled to recover its losses arising out of such liability from the security deposit or other financial holdings in the contract The Contractor shall also indemnify and hold BHEL harmless from and against all claims, damages, losses or expenses arising out of or resulting from the work/ services under the contract.
26.0	<b>No Employer Employee Relationship:</b> The workforce deployed by the Contractor shall be the employees of the Contractor and there shall not be any employer – employee relationship between BHEL and the said workforce of Contractor on any ground whatsoever. BHEL will not issue any experience certificate to the workforces of the Contractor.
27.0	<b>Other Points</b>
27.1	All other term & conditions of this specification shall be governed by the pertinent provisions of SLA, GeM GTC and other volumes of this tender, as applicable.

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