



## INVITATION TO TENDER

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**Ref: OS/SC/2025-26/88/53**

**Date: 15.09.2025**

**Sub:** Service contract for Grass Cutting & jungle clearance for MM Stores dept. in BHEL-HPVP, Visakhapatnam– **Reg.**

Tenders are invited under **Two-part bid system**, Techno-Commercial Bid (Part-I) and Price Bid (Part-II) from the reputed and experienced contractors with sound technical and financial capability for the subject work.

SL. NO.	NAME OF THE WORK	LAST DATE FOR RECEIPT OF TENDER
01	Service contract for Grass Cutting & jungle clearance for MM Stores dept. in BHEL-HPVP, Visakhapatnam as per scope of work.	22.09.2025 up to 14:00 hrs. thru GeP NIC Portal

### **1.0 PRE- QUALIFICATION REQUIREMENT (PQR):**

I) Tenderer should enclose copy of EPF, ESI, PAN, GSTIN registration no., Income tax returns for last three years (AY-2022-23, 2023-24 & 2024-25) and Profit & Loss account and Balance Sheet certified by the Practicing Chartered Accountant for the last 3 years.

II) The Contractor should have experience of completing similar works during the last 7 years ending **31.08 2025** as given below: -

(a) Three similar completed works costing not less than the amount equal to **₹1.05** Lakhs each

OR

(b) Two similar completed works costing not less than the amount equal to **₹1.31** Lakhs each

OR

(c) One similar completed work costing not less than the amount equal to **₹2.10** Lakhs

Work orders & Job Completion Certificates from the customer shall be enclosed in support of successful and satisfactory completion of the orders.

**Note:** Similar work means Grass Cutting services to State/ Central Govt. or under takings or private firms.

III) The works executed in the own name of the tenderer will only be considered for eligibility criteria.

IV) **Availability of office of service provider** must be in Visakhapatnam, Andhra Pradesh.

**Documentary evidence to be submitted**

### **2.0 SCOPE OF THE WORK:**

Work is to be carried out as per scope of work (Annexure-I), GCC (Annexure-II) and Schedule Quantities & Rates.

### **3.0 CONTRACT PERIOD:**

Contract is valid for a period **6 months** from the date of work order from the date of work order or intimation from MM store dept..

**Contract period may be extended up to another six months with same terms and conditions.**

**4.0 EARNEST MONEY DEPOSIT:** Not applicable

### **5.0 SECURITY DEPOSIT:**

Security Deposit shall be collected from the successful tenderer **@5%** Contract Value (Value of actual Quantity Ordered).

A. Security deposit means the security provided by the contractor towards fulfilment of any obligations in terms of the provisions of the contract.

B. The total amount of the security deposit will be **5% of the contract value**

C. **Modes of Deposit:**

The balance amount to make up the required Security Deposit i.e. **5%** of the contract value may be accepted in the following forms:

- a) Cash (as permissible under the extant Income Tax Act)
- b) Local Cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.
- c) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the company's act. The bank guarantee format should have the approval of BHEL.
- d) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the company's act (FDR should be in the name of the contractor, a/c BHEL.
- e) Insurance Surety Bonds

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

D. **Collection of Security deposit:**

At least 50% of the required Security Deposit should 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.

**In case of delay in submission of performance security, enhanced performance security which would include interest (Repo rate + 4%) for the delayed period, shall be submitted by the bidder.**

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.

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 the authority competent to award the work.

**Note: In case of (a) small value contracts not exceeding Rs. 20 lakhs or (b) SAS jobs, work can be started before the required Security Deposit is collected. However, payment can be released only after collection/ recovery of initial 50% Security Deposit.**

E. **Refund of Security Deposit:**

- i. The security deposit shall be refunded after successful completion of the Contract as per agreement and subject to deduction of any amount due to BHEL.
- ii. Security deposit shall not be refunded to the Contractor except in accordance with the terms of the Contract.
- iii. The successful tenderers shall furnish Security Deposit within 15 days from the date of Work Order / Letter of Intent. The Security Deposit shall be furnished by the successful tenderers before commencement of work by them.
- iv. The security deposit shall not carry any interest.

**Note:** Acceptance of Security Deposit against Sl. No. (d) and I above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, 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).

F. Security Deposit / Bank Guarantee will be released after the maintenance **period of 2 months or on closure of contract whichever is later.**

**6.0 INCOME TAX:**

Income tax as per statutory requirement will be deducted on each payment made to the contractor and TDS certificate will be issued to this effect.

**7.0 TDS ON GST:**

TDS on GST amount as per statutory requirement as applicable will be deducted on each payment made to the contractor. Present TDS on GST is 2%.

**8.0 PAYMENT TERMS:**

100% Payment shall be made within 45 days for MSE/ 60days for Medium / 90 days for Large Enterprises. from the date of bill from the date of submission of RA/ Final Bills. Bills are to be submitted monthly to Engineer-in-charge along with following documents:

- a) Invoice
- b) Attendance sheet duly certified by the Engineer-in-charge
- c) EPF & ESI challans
- d) Wage paid statement
- e) Proof of GST payment as per Annexure - GST.
- f) NEFT/ RTGS form with bank account details of the vendor
- g) WAM-6/ WAM -7 (for final bill) duly filled & signed.

**Note:**

1. Final bill means last month bill for service contracts. In case of works, final bill means bill for finally executed quantity.
2. All payments will be released through RTGS/ NEFT only.

**9.0 WAGES TO THE CONTRACT WORKERS:**

- a) The Contractor shall pay the minimum wages to the contract labour as notified by the HR dept. of BHEL – HPVP, Visakhapatnam from time to time. The applicable minimum wages for this contract is enclosed at Annexure – MW
- b) Payments to the workers are to be made through bank by way of online transfer to their individual accounts **by 10th** of every month. Necessary proof is to be submitted along with monthly bill.

**10.0 LIQUIDATED DAMAGES / PENALTY:**

Liquidated Damages/ Penalty shall be recovered from the successful tenderer at the rate of 0.5% of the total order value in delay (Delay is defined as delay in completion of calibration as per clause no. 3.0 of NIT) subjected to a maximum LD of 10% of the total order value for the entire order.

**11.0 PRICE SCHEDULE, TAXES & DUTIES:**

- a) **The quoted prices shall be exclusive of GST.** However, GST as applicable shall be payable by contractor & the same will be reimbursed as per Annexure – GST.
- b) In addition to existing taxes, any new taxes imposed by Central/ State Govt. shall be payable by the contractor and same shall be reimbursed on submission of relevant documents/proof of payment.
- c) In case, any new tax is imposed instead of existing tax, difference of the amount shall be reimbursed/ recovered on submission of documentary evidence.
- d) Any new tax is imposed by Central/ State Govt. or there is any variation in taxes after expiry of delivery / contract period, the same shall be borne by contractor only.
- e) All terms & conditions of the contract in respect of taxes & duties are subject to new taxation laws introduced time to time by Govt. and terms & conditions will deemed to be modified in accordance with the provisions of New Laws (i.e., GST).
- f) **The quoted price shall be fixed & firm without any escalation during the entire period of contract and till completion of the work.**

**12.0 RISK PURCHASE:**

In case the contractor fails to execute the work due to any reason, BHEL reserves the right to get the same completed through some other party at the risk & cost of the contractor and any additional expenditure incurred due to the same shall be charged to the contractor. Risk & Cost will be implemented as per STANDARD OPERATING PROCEDURE FOR IMPLEMENTATION OF RISK & COST of BHEL.

**13.0 VALIDITY OF OFFER:**

The offer shall be valid for a period of **3 months** from the last date for tender submission.

**14.0 COMPENSATION IN CASES OF DEATH/ PERMANENT CAPACITATION OF PERSON DUE TO UNINTENDED/ UNFORESEEN OCCURRENCES DURING MANUFACTURING/ OPERATION AND WORK AT BHEL FACTORIES / OFFICES:**

BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life / permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below.

- a) **Victim:** Any person who suffers permanent disability or dies in an accident as defined below.
- b) **Accident:** Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing / operation and works incidental thereto at BHEL factories / offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, servicing, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by company or during any works/during working at BHEL units/offices/townships and premises/project sites.
- c) Compensation in respect of each of the victims:
  - (i) In the event of death or permanent disability resulting from Loss of both limbs: ₹10,00,000/- (Rupees Ten Lakhs)
  - (ii) In the event of other Permanent disability: ₹7,00,000/- (Rupees Seven Lakhs)
- d) Permanent Displacement: A displacement that is classified as a permanent total disablement under the provision to Section 2(I) of the Employees Compensation Act, 1923".

**15.0 GENERAL:**

- a) **Bidders shall confirm their acceptance to all the terms & conditions of the tender enquiry.**  
 Deviations to the tender conditions are not acceptable and BHEL reserves the right to reject such offers which do not meet Technical / Commercial requirements without any / further correspondence.  
 Bids not accompanied with requisite documents, incomplete / conditional offers, bids not conforming to the terms & conditions specified in the tender documents are liable for rejection.
- b) **BHEL reserves the right to modify or cancel or short close the tender at any stage at its discretion without assigning any reason thereof.**
- c) The bidders shall study the tender documents and all other relevant documents in detail for understanding the scope of work involved in various items before submission of offers.
- d) For any clarifications required on this tender document, scope of work etc., the bidders shall depute their authorized representatives to BHEL, Visakhapatnam with prior intimation to get clarifications from concerned authorities.
- e) Sr. Manager (MM Store) shall be the Engineer-in-charge for herein after referred to as such in the tender. For any technical clarifications, he may be contacted on **Ph: 0891 288 1396, email: [raghavpvr@bhel.in](mailto:raghavpvr@bhel.in)**
- f) Lowest offer need not be the rate acceptable to BHEL-HPVP and BHEL-HPVP reserves the right to go for negotiation with the L1 bidder.
- g) The following documents (enclosed) shall form part of the contract including this Notice Inviting Tender:

**PART – I: TECHNO COMMERCIAL BID**

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|--|------------------|
| a) Scope of work                               | : Annexure – I   |
| b) General Conditions of Contract              | : Annexure – II  |
| c) Acceptance to the Tender Terms & Conditions | : Annexure – III |
| d) Contractor Information                      | : Annexure – IV  |
| e) Check List                                  | : Annexure – V   |

**Part-II: PRICE BID:**

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|---|-----------------|
| f) Price Bid (Schedule of Quantities & Rates) | : Annexure – VI |
|---|-----------------|

**16.0 REVERSE AUCTION: NOT Applicable****17.0 TENDER SUBMISSION:****I. The Bid shall be submitted in two parts through GeP NIC portal along with the following documents:**

- All page of tender document duly signed & stamped.
- Income tax returns for last three years (AY-2022-23, 2023-24 & 2024-25) and Profit & Loss account and Balance Sheet certified by the Practicing Chartered Accountant for the last 3 years,
- Experience Certificates (Work Order & Job completion certificate) in line with eligibility criteria.
- Copy of GSTIN Registration Certificate.
- Copy of PAN.
- EPF & ESI registration copy
- Documentary evidence of office at Visakhapatnam**
- Valid -Udyam registration Copy

**II. The tender completed in all respects shall be submitted through GeP NIC (BHEL eProcurement) portal latest by **14.00 hrs. on 22.09.2025**.**

**Offers received in any other form will not be accepted.**

**Note: All pages of tender documents and the various supporting documents enclosed by the bidder should be signed on all pages with company seal.**

- Submission of offer by a tenderer implies that all the tender documents were read by the tenderer and aware of the scope and specifications of the work, site condition, local conditions and rates at which stores, tools and plant, free / chargeable materials etc., will be issued to him by BHEL – HPVP and other factors having bearing on the execution of the work.

**18.0 OPENING OF TENDERS:**

Techno-commercial Bids will be opened at **15.00 hrs. on 22.09.2025** in GeP NIC Portal.

**19.0 SUB-LETTING:**

In general, sub-letting of jobs will not be permitted. But in special circumstances, this may be allowed. In such case, the party should obtain written approval from BHEL-I, Visakhapatnam before sub-letting.

**20.0 FACTORY RULES AND REGULATIONS:**

Party shall abide by all the rules and statutory regulations in force from time to time as per factories act. It shall be party's responsibility to ensure the safety of their workmen and fulfilling the ESI, PF and other relevant statutory regulations.

**21.0 The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.**

In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies / Guidelines

**SCOPE OF WORK**

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1. **Grass Cutting & jungle clearance will be carried out at various places of store areas of MM-Store Dept. as per instruction from Engineer-in-charge.**
2. **All the tools, tackles and safety items (like Safety Shoes, Goggles, Helmet, Gloves, Masks & Apron etc. as required) will be under the scope of the contractor.**
3. All the tools and material brought inside the factory should be registered at the security gate at the time of bringing inside the factory. No gate pass will be given to take back the above on completion of work if the contractor fails to show the security department's certification that the material has been brought inside.
4. Contractor shall be responsible for deploying **two unskilled manpower**. In the event of shortfall, he should make alternative arrangement. The contractor shall be solely responsible for the behaviour of the labour engaged by him. The contractor should ensure that there are no industrial relation problems due to the labour engaged by him.
5. **The manpower engaged should be paid not less than the minimum wages rate of unskilled worker as per minimum wage circular issued by HR dept. of BHEL-HPVP, Visakhapatnam time to time. Present rate is available at Annexure-MW**
6. In all matters of disputes, the decision of the Engineer-in-charge of works, BHEL, Visakhapatnam-12 shall be final and binding on the Contractor.
7. The contractor shall maintain the account of all materials supplied by BHEL, Visakhapatnam and this should be available at site for inspection and for verification.
8. **Contractor should produce labour license & insurance to cover accidental risk of all categories of workmen under the workmen compensation Act etc.**
9. **Once the contract is awarded, it is the sole responsibility of contractor to pay wages due to intermediate minimum wages revision by HR dept. of BHEL – HPVP. BHEL is not responsible to pay any additional amount due to such minimum wage revision.**
10. The contractor should adhere to the safety requirements as per the latest version of AP Factories Act.
11. The contractor shall be liable for any damage to the company property whether accidentally or otherwise by the employee during the period of contract.
12. The contract can be terminated with **One (1) Month notice** in writing on either side without assigning any reason whatsoever.
13. Contractor should maintain appropriate records of his employees deployed to carry out the job.
14. BHEL Security personnel shall have the right to check the employees while going out of office premises and there shall be no cause or grouse on this account either from the contractor or the employees.
15. The Contractor should make his own arrangements for providing TEA/BREAKFAST/ MEALS etc., to the labour engaged by him.
16. Any dispute arising out of the contract will be referred to the Unit Head whose decision is final and binding on both the parties.

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# GENERAL CONDITIONS OF THE CONTRACT

## FOR FACILITY MANAGEMENT, MANPOWER SUPPLY AND SECURITY SERVICES

NIT Ref: OS/SC/2025-26/88/53, Dt:15.09.2025

ANNEXURE-II

CLAUSE NO.	DESCRIPTION	CLAUSE
1.	<b>CONTRACT PERIOD</b>	The contract will commence on the date as mentioned in the contract/agreement and will remain in force for a period of _____. However, this Agreement shall be liable for termination by the BHEL at any time by giving minimum 30 days' notice to the Contractor without assigning any reason thereof and without prejudice to the rights of BHEL to recover any amount becoming due under this Agreement.
2.	<b>CONTRACT DOCUMENTS</b>	<p>"Contract Documents" shall include the Contract Agreement, Scope of Work, Special Conditions of the Contract (SCC), General Conditions of the Contract (GCC), Scope of Work, Commercial Conditions of the Contract, amendments, schedules and any other document specified in the contract agreement.</p> <p>This agreement is the outcome of joint efforts of the parties.</p>
3.	<b>INTERPRETATION OF THE CONTRACT</b>	<p>3.1 Subject to the order of precedence as set out in Sub Clause b) below, all documents forming part of the Contract are intended to be correlative, complementary and mutually explanatory. The Contract shall be read and construed as a whole document.</p> <p>3.2 In case of any conflict or contradiction between two or more documents with respect to the terms defined in the said documents, the order of precedence shall be as set out below-</p> <ul style="list-style-type: none"><li>i) Contract Agreement;</li><li>ii) Commercial Terms of the Contract;</li><li>iii) Special Conditions of the Contract; and</li><li>iv) General Conditions of the Contract</li></ul> <p><i>Note: Any annexure to any of the above shall be read along with the covering document.</i></p> <p>3.3 In case of any ambiguity or discrepancy, the Company Representative nominated by BHEL shall issue the necessary clarifications or instructions to the Contractor</p> <p>3.4 Notwithstanding the sub-division of the Contract into sections, every part of each section shall be deemed to be supplementary to and complementary of each other.</p> <p>3.5 All headings, sub-headings and marginal notes to the items of the Contract or to the Specifications or to any other document forming part of the Contract are solely for the purpose of giving a concise indication of the general subject matter thereof, and not a summary of the contents thereof and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof.</p>
4.	<b>SECURITY DEPOSIT</b>	<p>4.1 <b>Security Deposit</b> means the security provided by the Contractor towards fulfilment of any obligations in terms of the provisions of the contract. The total amount of Security Deposit shall be as per the SCC. 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></ul>

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## FOR FACILITY MANAGEMENT, MANPOWER SUPPLY AND SECURITY SERVICES

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ANNEXURE-II

CL. NO.	DESCRIPTION	CLAUSE
4.	<b>SECURITY DEPOSIT</b>	<p>ii. Local cheque of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL</p> <p>iii. Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act.</p> <p>iv. 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).</p> <p>v. 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).</p> <p>4.2 <b><u>COLLECTION OF SECURITY</u></b>: The entire security amount is to be deposited in advance. However, security may be collected in instalments 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. 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. 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.</p> <p>i. The security deposit shall not carry any interest.</p> <p>ii. EMD of successful tenderer shall be adjusted as part of Security Deposit.</p> <p>iii. The validity of Security Deposit shall be up to the validity of contract plus three months.</p> <p>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 fulfil any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract.</p> <p>4.3 <b><u>RETURN OF SECURITY DEPOSIT</u></b>: Security Deposit shall be refunded / Bank Guarantee(s) will be released to the Contractor upon fulfilment of all the Contractual / Statutory obligations or after 03 (three) months from the date of completion of the contract whichever is later, after deducting all expenses / other amounts due to BHEL under the contract.</p> <p>4.4 <b><u>BANK GUARANTEES</u></b>: Wherever Bank Guarantee is to be furnished / submitted by the Contractor, the following shall be complied with</p> <p>i. Bank Guarantee shall be from Scheduled Banks / Public Financial Institutions as defined in the Companies Act.</p> <p>ii. The Bank Guarantee shall be as per prescribed formats.</p> <p>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</p>



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ANNEXURE-II

CL. NO.	DESCRIPTION	CLAUSE
4.	<b>SECURITY DEPOSIT</b>	<p>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.</p> <p>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.</p>
5.	<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.
6.	<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.
7.	<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.
8.	<b>TERMINATION OF CONTRACT</b>	BHEL reserves the right to terminate the whole or part of the contract 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 up to 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.
9.	<b>Liquidated Damages and Penalties</b>	The Contractor shall be liable to BHEL for liquidated damages and penalties in accordance with the Special Conditions/commercial conditions of the contract.
10.	<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.
11.	<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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ANNEXURE-II

CL. NO.	DESCRIPTION	CLAUSE
12.	<b>CONFIDENTIAL INFORMATION</b>	<p>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> <ol style="list-style-type: none"><li>now or hereafter enters the public domain through no fault of that party;</li><li>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>otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.</li></ol> <p>The provisions of this Clause shall survive termination for a period of _____ years, for whatever reason, of the Contract.</p>
13.	<b>SETTLEMENT OF DISPUTES</b>	<p>13.1 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>13.2 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>13.3 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 mentioned in the SCC for adjudication by Sole Arbitrator to be appointed by the said arbitral institution.</p> <p>13.4 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>13.5 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>13.6 The cost and expenses pertaining to the Arbitration shall be governed by the Rules of the said Arbitral Institution.</p>

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ANNEXURE-II

CL. NO.	DESCRIPTION	CLAUSE
13.	<b>SETTLEMENT OF DISPUTES</b>  <i>Continued...</i>	<p>13.7 The seat and venue of the arbitration shall be the place from which the Contract is issued by BHEL.</p> <p>13.8 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>13.9 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>13.10 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>13.11 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>
14.	<b>APPLICABLE LAWS AND JURISDICTION OF COURTS</b>	<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>
15.	<b>DEFAULT/BREACH OF CONTRACT AND CONTRACTOR'S OBLIGATION</b>	<p>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>

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CL. NO.	DESCRIPTION	CLAUSE
16.	<b>FORCE MAJEURE</b>	<p>16.1 “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> <p>16.2 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> <ul style="list-style-type: none"><li>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.</li><li>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.</li><li>iii. No delay or non-performance by either party hereto caused by the force majeure shall<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></li><li>iv. 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.</li></ul>
17.	<b>TERMS OF PAYMENT</b>	<p>17.1 The Contract Price shall be paid by BHEL to the Supplier as per the terms specified in Special Conditions of the Contract.</p> <p><b>17.2 Discrepant Amounts</b></p> <p>In the event BHEL finds any discrepancy, within fifteen (15) days from receipt, in any invoice raised by the Contractor, BHEL shall give a notice regarding discrepant amount to the Contractor and withhold such part of the invoice value which is discrepant till such time the discrepancy is resolved between the Parties. If the Contractor intends to dispute the discrepant amount, the Contractor shall provide documentary evidence to BHEL within fifteen (15) days of receipt of notice regarding such discrepant amount. If Contractor's</p>

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CL. NO.	DESCRIPTION	CLAUSE
17.	<b>TERMS OF PAYMENT</b>  <i>Continued...</i>	<p>documentary evidence is accepted by BHEL, it shall pay the amount as mentioned in the invoice raised by the Contractor. In the event that the Parties are unable to resolve any issue in relation to such discrepant amount(s) within thirty (30) days of issue of the notice by BHEL in relation to the discrepant amount, such dispute shall be resolved in accordance with Clause 13..</p> <p>17.3 Notwithstanding anything to the contrary in the Contract, the payment of any invoice by BHEL shall not prejudice, at any point of time, any rights of BHEL under the Contract, including the right of BHEL to notify any discrepancy in accordance with Clause herein above in respect of any amounts therein, as may be identified by way of any audit or inspection, that may have been conducted subsequent to the payment of such invoice. In the event any such discrepancy is identified in relation to any invoice that has already been paid by BHEL, BHEL shall have the right to adjust any amount that may be due and payable by the Supplier.</p> <p>17.4 The Contractor agrees that no interest shall be payable by BHEL on any amount due under this contract.</p>
18.	<b>NO CLAIM CERTIFICATE</b>	<p>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</p> <p>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>
19.	<b>LIAISONING WITH LOCAL AND STATE AUTHORITIES</b>	<p>Contractor will co-ordinate with state and local authorities for the work being done, as and when needed.</p>
20.	<b>REPORTING</b>	<p>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>
21.	<b>COMMISSION FOR EMPLOYMENT</b>	<p>21.1 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.</p> <p>21.2 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.</p>

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22.	<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.
23.	<b>STATUTORY OBLIGATIONS/ COMPLIANCES/ REQUIREMENTS</b>	<p>23.1 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> <p>23.2 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 <b>BHEL</b>.</p> <p>23.3 Minimum rates of wages shall be as per the notifications of concerned State Government/Appropriate Government from time to time.</p> <p>23.4 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. <b>The Contractor</b> 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, <b>the Contractor</b> 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.</p> <p>23.5 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 &amp; 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. <b>If it is discovered that the Contractor has failed in its statutory compliances, BHEL shall terminate the Contract.</b></p> <p>23.6 The <b>Contractor</b> will regulate recruitment, terms &amp; conditions of employment, welfare amenities, disciplinary action, grievance handling, transfer, promotion, wages, allowances, leaves/holidays &amp; benefits, provision for lunch, etc. of personnel deployed with BHEL</p>

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CL. NO.	DESCRIPTION	CLAUSE
23.	<b>STATUTORY OBLIGATIONS/ COMPLIANCES/ REQUIREMENTS</b>  <i>Continued...</i>	<p>23.7 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.</p> <p>23.8 The Contractor shall prepare and disburse wages/salaries of its personnel latest by 7<sup>th</sup> of every month or as prescribed by law from time to time and shall not delay the same for any reasons whatsoever. <b>The Contractor</b> shall provide <b>BHEL with</b> a copy of salary/wage payment register duly certified by <b>it</b> as and when required by BHEL. <b>BHEL</b> shall be entitled to depute it representative to oversee the disbursement of wages/salaries.</p> <p>23.9 The Contractor <b>shall</b> 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 <b>Contractor</b>.</p>
24.	<b>DEATH CUM ACCIDENTAL INSURANCE POLICY</b>	<p><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.</b> The coverage shall be of Rs. <b>5.00 Lakhs</b> per individual. The sum assured (Rs. <b>5.00 Lakhs</b>) 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. <b>5.00 Lakhs</b> 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 &amp; 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.</p>
25.	<b>CONTRACTOR'S OBLIGATIONS</b>	<p>25.1 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.</p>

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CL. NO.	DESCRIPTION	CLAUSE
25.	<b>CONTRACTOR'S OBLIGATIONS</b>  <i>Continued...</i>	<p>25.2 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.</p> <p>25.3 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.</p> <p>25.4 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).</p> <p>25.5 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.</p> <p>25.6 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.</p> <p>25.7 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.</p> <p>25.8 Personal bag &amp; 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.</p> <p>25.9 The contractor shall ensure that while on duty, his workforce puts proper uniforms in distinctive colour code and in neat &amp; clean conditions issued to them by the Contractor.</p> <p>25.10 For security reasons, the contractor shall furnish /submit the details of his workforce along with photograph at BHEL's Security Office before 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.</p> <p>25.11 The contractor shall not deploy any workforce below the age of 18 years.</p>



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	<b>CONTRACTOR'S OBLIGATIONS</b>  <i>Continued...</i>	<p>25.12 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.</p> <p>25.13 The contractor's workforce shall not indulge in entertaining their guests/outside in the work premise during their working hours.</p> <p>25.14 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.</p> <p>25.15 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.</p> <p>25.16 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.</p>
26.	<b>CARE &amp; TREATMENT:</b>	<p>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. <b>Provisions of First Aid Facility should be provided &amp; maintained by the Contractor so</b>, 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.</p>
27.	<b>REGISTERS AND RECORDS AND COLLECTION OF STATISTICS</b>	<p>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 kilometres. 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> <p><b>27.1 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> </ul>

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CL. NO.	DESCRIPTION	CLAUSE
27.	<b>REGISTERS AND RECORDS AND COLLECTION OF STATISTICS</b>  <i>Continued...</i>	<ul style="list-style-type: none"> <li>➤ Register of Loan / Recoveries in FORM- C</li> <li>➤ Attendance Register in FORM- D.</li> <li>➤ Employment Card in FORM – XII • Copies of Wage Slips in FORM – XIX.</li> <li>➤ Copies of Half-Yearly Returns in in FORM – XXIV.</li> </ul> <p><b>27.2 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> <p><b>27.3 Employees Provident Fund &amp; Miscellaneous Provisions Act, 1952:</b> 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> <p><b>27.4 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 <b>FORM- C</b>.</li> <li>➤ The contractor shall send a return in <b>FORM – D</b> 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> <p><b>27.5 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:  <a href="http://labour.gov.in/whatsnew/easecompliance-maintain-registersundervarious-labour-laws-rules-2017">http://labour.gov.in/whatsnew/easecompliance-maintain-registersundervarious-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>
28.	<b>RETURNS UNDER LABOUR LAWS</b>	<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)}</p>

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CL. NO.	DESCRIPTION	CLAUSE
28.	<b>RETURNS UNDER LABOUR LAWS</b>  <i>Continued..</i>	➤ 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.
29.	<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.
30.	<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.
31.	<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.
32.	<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.
33.	<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.
34.	<b>IDENTITY</b>	The Contractor shall ensure that the Workforces engaged by him must wear & 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.

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CL. NO.	DESCRIPTION	CLAUSE
35.	<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 & 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.
36.	<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.
37.	<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.
38.	<b>WORKING DAYS / HOLIDAYS / LEAVE</b>	38.1 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.

# GENERAL CONDITIONS OF THE CONTRACT

## FOR FACILITY MANAGEMENT, MANPOWER SUPPLY AND SECURITY SERVICES

NIT Ref: OS/SC/2025-26/88/53, Dt:15.09.2025

ANNEXURE-II

CL. NO.	DESCRIPTION	CLAUSE
38.	<b>WORKING DAYS / HOLIDAYS / LEAVE</b>  <i>Continued..</i>	<p>38.2 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>38.3 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>
39.	<b>WORKING TIME &amp; NATURE OF SERVICES</b>	The contractor shall perform all the job / services as details mentioned in the scope of work.
40.	<b>SAFETY, HEALTH AND ENVIRONMENT (SHE) MANAGEMENT</b>	<p>40.1 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>40.2 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>40.3 <b><u>Safety and Personal Protective Equipment:</u></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>40.4 <b><u>Safety Training:</u></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>40.5 <b><u>Safety and Health Plan:</u></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>40.6 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>
41.	<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.
42.	<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.

# GENERAL CONDITIONS OF THE CONTRACT

## FOR FACILITY MANAGEMENT, MANPOWER SUPPLY AND SECURITY SERVICES

NIT Ref: OS/SC/2025-26/88/53, Dt:15.09.2025

ANNEXURE-II

CL. NO.	DESCRIPTION	CLAUSE
43.	<b>FACILITIES AND UTILITIES TO BE PROVIDED BY THE BHEL TO CONTRACTOR AT SITE</b>	<p>43.1 <b><u>WATER &amp; ELECTRICITY</u></b>: Water &amp; 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.</p> <p>43.2 <b><u>STORES</u></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 &amp; 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.</p>
44.	<b>CONTRACTOR'S WORKFORCE</b>	<p>44.1 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.</p> <p>44.2 The workforce shall be classified as follows-</p> <p>i) <b><u>TYPE-A- Unskilled (USW)</u></b>: For providing Services at Job-Premise, the Contractor has to deploy unskilled workforce who must be minimum 5<sup>th</sup> Pass and know operations that involve the performance of simple duties, which require the experience of little of no independent judgment or previous experience although familiarity with the occupational environment is necessary.</p> <p>ii) <b><u>TYPE-B- Semi-skilled (SSW) / Non- Matriculate</u></b>: For providing services at Job-Premise, the Contractor has to deploy semiskilled workforce who must be minimum Non Matriculate (8<sup>th</sup> Pass), his/her work will be limited to the performance of routine operations of limited scope.</p> <p>iii) <b><u>TYPE-C- Skilled (SW)/Work Supervisor (SW) / Matriculate</u></b>: For providing Services at Job Premise, the Contract has to deploy skilled workforce who must be Matriculate (10<sup>th</sup> 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.</p>

# GENERAL CONDITIONS OF THE CONTRACT

## FOR FACILITY MANAGEMENT, MANPOWER SUPPLY AND SECURITY SERVICES

NIT Ref: OS/SC/2025-26/88/53, Dt:15.09.2025

ANNEXURE-II

CL. NO.	DESCRIPTION	CLAUSE
44.	<b>CONTRACTOR'S WORKFORCE</b>  <i>Continued...</i>	<p>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> <p>44.3 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.</p> <p>44.4 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.</p> <p>44.5 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.</p> <p>44.6 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.</p> <p>44.7 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> <p>44.8 For all intents and purposes, the Contractor shall be the "Employer" within the meaning of different Rules &amp; 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.</p>
45.	<b>SUPERVISION OF CONTRACTOR'S WORKFORCE</b>	<p>SUPERVISORY SERVICES: 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> <p>45.1 Obtaining instructions from the concerned BHEL Official(s) for carrying out the works pertaining to their areas.</p> <p>45.2 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 &amp; conditions of the tender document.</p>

# GENERAL CONDITIONS OF THE CONTRACT

## FOR FACILITY MANAGEMENT, MANPOWER SUPPLY AND SECURITY SERVICES

NIT Ref: OS/SC/2025-26/88/53, Dt:15.09.2025

ANNEXURE-II

CL. NO.	DESCRIPTION	CLAUSE
45.	<b>SUPERVISION OF CONTRACTOR'S WORKFORCE</b>	<p>45.3 To ensure proper conduct and discipline by his team of workforce, while performing their duty at BHEL premises.</p> <p>45.4 To report / intimate any constraint in writing, if so felt, during the execution of designated works by his team of workforce.</p>
46.	<b>ASSIGNMENT</b>	<p>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>
47.	<b>TERMINATION</b>	<p>47.1 <u>Termination for BHEL's Convenience</u></p> <p>(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.</p> <p>(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,</p> <p>(a) cease all further work, except for such work as BHEL may specify in the notice of termination; and</p> <p>(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.</p> <p>(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;</p> <p>47.2 <u>Termination for Contractor's Default</u></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> <p>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 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; persistently fails to execute the Contract or remedy any breach or persistently neglects to carry out its obligations under the Contract; 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>



# GENERAL CONDITIONS OF THE CONTRACT

## FOR FACILITY MANAGEMENT, MANPOWER SUPPLY AND SECURITY SERVICES

NIT Ref: OS/SC/2025-26/88/53, Dt:15.09.2025

ANNEXURE-II

CL. NO.	DESCRIPTION	CLAUSE
47.	<b>TERMINATION</b> <i>Continued...</i>	<p>a) Upon receipt of the notice of termination under Subclause</p> <p>(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.</p> <p>(ii) the Contractor shall be entitled to be paid the contract price attributable to the works executed/services performed up to 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</p> <p><b>47.3 Termination by Contractor</b></p> <p>(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. 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.</p> <p>(ii) 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 up to the date of termination</p>
48.	<b>SUSPENSION OF BUSINESS DEALINGS</b>	<p>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>

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**Sub:** Service contract for Grass Cutting & jungle clearance for MM Stores dept. in BHEL-HPVP, Visakhapatnam –Reg.

**ACCEPTANCE TO TENDER TERMS & CONDITIONS**

I / We hereby confirm that the Tender documents, all Annexures etc. have been studied in detail and we have fully understood the scope of work.

I / We accept to all the **Terms and Conditions** of the Tender Enquiry and the prices quoted are in accordance with the same.

I / We accept to offer valid for a period of **3 months** from the last date for tender submission.

**Tender documents duly signed on all the pages by the Owner / authorized representative of the bidder are attached herewith.**

**SIGNATURE OF THE TENDERER WITH COMPANY SEAL**

**CONTRACTOR INFORMATION**

Sl. No.	Particulars	To be Filled by Bidder														
01.	Name of the Contractor															
02.	Nature of Firm / Concern (Proprietor / Partnership / Pvt. Ltd. / Public Ltd.) <b>Note:</b> In case of partnership concern, please enclose photo copies of the partnership deed															
03.	Full address															
04.	Name of the Proprietor/Partner															
05.	Name of the Person(s) and designation authorized for signing the contract / dealing with BHEL															
06.	Telephone No. of the firm															
07.	Fax No.															
08.	Mobile No.															
09.	E-mail ID															
10.	HSN / SAC Code															
11	MSE Status – Please put tick ( ✓ ) mark in the box whichever are applicable	<table border="1"> <thead> <tr> <th>Micro</th><th>Small</th><th>General</th><th>OBC</th><th>SC</th><th>ST</th><th>Woman</th></tr> </thead> <tbody> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> </tbody> </table>	Micro	Small	General	OBC	SC	ST	Woman							
Micro	Small	General	OBC	SC	ST	Woman										

**CHECK LIST**

Sl. No.	Particulars	Document Enclosed (Yes / No)	Document No
01.	Name of the Contractor		
02.	Tender Document Signed & Stamped		
03	PAN Number		
04	GSTIN Registration Certificate		
05	EPF Registration copy		
06	ESI Registration Copy		
07	Income Tax Returns for last 3 years		
08	Profit & Loss account and Balance Sheet certified by the Practicing Chartered Accountant for the last 3 years		
09	Copy of work orders and completion certificate in support of experience.		
10	<b>Documentary evidence of office of service provider</b> in Visakhapatnam, Andhra Pradesh.		
11	MSE - Udyam Registration Copy (if any)		

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**ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS / NEFT TRANSFER**

01	NAME & ADDRESS OF THE SUPPLIER / SUBCONTRACTOR	
02	VENDOR CODE ASSIGNED BY BHEL-HPVP LTD	

**DETAILS OF BANK ACCOUNT**

03	NAME & ADDRESS OF THE BANK	
04	NAME OF THE BRANCH	
05	BRANCH CODE	
06	MICR CODE	
07	ACCOUNT NUMBER	
08	TYPE OF ACCOUNT	
09	BENEFICIARY'S NAME	
10	IFSC CODE OF THE BRANCH	
11	EMAIL ID	
12	TELEPHONE / MOBILE NUMBER	

**CERTIFICATE**

I / We here by agree to receive the payments due from M/s Bharat Heavy Electricals Ltd., by the National Electronic Fund Transfer / or RTGS Transfer mode by credit to my / our above-mentioned Bank account. I / We also agree that payments made to the above-mentioned account are a valid discharge of the liability of M/s Bharat Heavy Electricals Ltd. I / We also agree to bear the applicable Bank charges for the above mode of transfer. A copy of the Cheque leaf/ cancelled Cheque leaf of the above account is sent herewith.

(Authorized Signatories with Name & Seal)

**BANKER'S CERTIFICATION**

We confirm that we are enabled for receiving RTGS and NEFT credits and we further confirm that the account number of \_\_\_\_\_ (name of account holder), the signature of authorized signatory and the MICR and IFSC codes of our branch mentioned above are correct.

Place:

Bank Manager / Officer

Date:

Signature with Bank stamp and Name seal

**FORWARDED TO ACCOUNTS DEPARTMENT / CASH SECTION**

We confirm the above details are verified with the records available with us

Signature of BHEL Official with Name & Seal

Operating the contract / Services

**GST COMPLIANCE FOR INDIGENOUS SUPPLIERS / CONTRACTORS**

1. In Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GSTIN which should be clearly mentioned in the offer. If any specific exemption is available, a declaration with due supporting documents need to be furnished for considering the offer.
2. Supplier shall mention their GSTIN in all their invoices and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No which is linked/uploaded in GSTN network shall be clearly indicated), item description as per P0, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, etc.
3. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
4. A declaration to the effect that all invoice particulars are/were uploaded in the GSTN network/ portal & all tax liability as per GST rules and regulations have been and will be discharged, shall be mentioned in the invoice. If not mentioned in the invoice, a separate declaration shall be submitted as per the requirement of BHEL.
5. All documents like Test Certificate, LR copy, Guarantee/Warranty certificate, work completion certificate, any other document mentioned in PO, shall be sent along with the vehicle/consignment where ever applicable. For all consignments received within the calendar month, input credit will be availed within that month in line with monthly returns filing cycle. In case of any discrepancy in the document or non-submission of documents mentioned in the PO, then BHEL will not be able to accept or account the material, in such case availing of tax credit will be deferred to next month or so.
6. In case of discrepancy in the data uploaded by supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal) for the shortages or rejections in the suppliers, within the calendar month notified by BHEL.
7. For any such delay in availing of tax credit for reasons attributable to supplier (as mentioned above), interest (calculated @ SBI Base Rate + 6%) along with penalty if any will be deducted for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills.
8. Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/ contractors. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Debit note will be issued by BHEL indicating the respective supply invoice number.
9. This is to inform that GST portion of invoice, shall be released only upon Vendor declaring such invoice in his GSTR-1 and receipt of goods and Tax invoice by BHEL and Confirmation of payment of GST thereon by vendor on GSTN portal. Alternatively, BG of appropriate value may be obtained from vendor which shall be valid At least one month after the confirmation of date of payment of GST by vendor on GSTN portal and receipt of Tax invoice and receipt of goods, whichever is later. Above is subject to receipt of goods/service and tax invoice thereof along with vendor declaring invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL.
10. That in case vendor delays Declaring such invoice in his 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 vendor/contractor along with interest levied/ leviable on BHEL.

***Note: The above will be followed strictly for Processing vendor payments to ensure GST Compliance.***

**MINIMUM WAGES & STATUTORY BENEFITS PAYABLE TO THE CONTRACT LABOUR AS NOTIFIED  
BY THE HR DEPT. OF BHEL – HPVP, VISAKHAPATNAM  
W.E.F. 01.04.2025**

All Values are in ₹.

Sl. No.	Description	Unskilled	Semi-Skilled	Skilled
1	Wage per Day with BHEL Additional Amount	599.40	705.05	848.06
2	Wage per Day without BHEL Additional Amount	476.33	562.74	690.37
3	PF @ 13% (Inclusive of Administrative charges 1%) on Sl. No.1	77.92	91.66	110.25
4	ESI @ 3.25% on Sl. No.1	19.48	22.91	27.56
5	Bonus @ 8.33% on Sl. No.2	39.68	46.88	57.51
6	Leave Wages (with PF & ESI) on Sl. No.1 (Wage per day x 18 / 312) + 12/ 100(wage per day x 18/312) + 3.25/100 (wage per day x 18/312)	39.85	46.88	56.39
7	Wages for Public Holidays on Sl. No.1 (Wage per day x 10 / 312)	19.21	22.60	27.18
	<b>TOTAL</b>	<b>795.54</b>	<b>935.98</b>	<b>1126.95</b>

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## **PART-II** **PRICE BID**

**Tender Enq No.: OS/SC/2025-26/88/53, Date: 15.09.2025**

**Sub:** Service contract for Grass Cutting & jungle clearance for MM Stores dept. in BHEL-HPVP, Visakhapatnam – Reg.

### **SCHEDULE OF QUANTITIES & RATES (SOQR)**

Item No.	Description	UNIT	Qty.	Rate (in ₹)	Amount (in ₹)
1	Grass Cutting & jungle clearance operation 1 operation = 1 Man-day of un-skilled work	operation	302	795.54	2,40,253.08
2	Service charges in _____% on total amount at Sl. No. 1. (quoting of Negative service charges shall liable for offer rejection)	Lump sum			
3	Safety equipment (one time): to be provided to the workers before start of work. (Safety Shoes- 2 pairs, Helmet- 2 no. Gloves- 2 pairs)	Lump sum			
4	Total Amount in ₹ (Sl. No. 1 + 2 + 3)				
5	GST @ 18 % on total amount in ₹				
6	Total Amount including GST in ₹				

**Total Amount in Words:**

**Note:**

- 1) Tenderers are requested to visit the working area before submitting their tenders and go through the site conditions, nature and quantum of the job to be done, risks, safety precautions, contingencies and other circumstances. A tenderer shall be deemed to have full knowledge of the site, whether he inspects it or not, no claim shall be allowed.
- 2) The quoted prices shall be fixed & firm without any escalation during the entire period of contract and till completion of the work.
- 3) **The manpower engaged should be paid not less than the minimum wages rate of unskilled worker as per minimum wage circular issued by HR dept. of BHEL-HPVP, Visakhapatnam time to time. Present rate is available at Annexure-MW. Vendor need to accommodate expenditure of tools & tackles, additional amount due to minimum wage revision amount etc. within service charges.**
- 4) GST as applicable shall be paid by the contractor and same shall be reimbursed on submission of proof of payment along with the bill as per Annexure - GST.
- 5) **L1 shall be evaluated based on total quoted price at Sl. no. 4.** Lowest offer need not be the rate acceptable to BHEL-HPVP and BHEL-HPVP reserves the right to go for negotiation with the L1 bidder.
- 6) The quantity indicated in the schedule is indicative only and may increase/ decrease but total value of contract will not exceed the awarded value, unless otherwise order is amended. However, payment will be made for actual quantity executed.

**Signature of Tenderer with Company Seal**