#### BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking) P.O. BHEL, JHANSI - 284129

#### (TOWN ADMINISTRATION DEPARTMENT)

Phone: 0510-2412626 / 0510-2412818, Fax: 0510-2412124 Email address: <u>rkkapil@bheljhs.co.in</u>, <u>ddverma@bheljhs.co.in</u>

TENDER ENQUIRY NO: TCX/TE/6/03 DATE: 06/06/2016

#### **TENDER NOTICE**

Sealed tenders, in two bids system are invited from the DGR sponsored Ex-servicemen Security Agencies or State Ex-servicemen Corporations without the sponsorship of DGR for "Township/Estate Security For Year 2016-17" on service contract basis. Detailed tender document may be obtained from Town Administration Department.

EMD : Rs. NIL

Cost of tender document : **Rs.** 1140.00 (1000 + 14 % VAT)

Estimate cost of work : Rs. 76.83 Lakhs + PVC

Last date & Time of sale of : The tender document will be sent to DGR

tender document sponsored agencies & UPPSKN Ltd.

Due date & Time submission of : 28 June 2016, up to 13.15 hrs.

tender document

Date & Time of opening of : 28 June 2016, at 14.00 hrs.

technical bid

Fully completed forms/bids should be sent by **Registered/Speed Post** to the address given below-

CISF Control Room/Office ADM Gate Administrative Building Bharat Heavy Electricals Limited Khailar, Jhansi - 284129

OR

Bids also can be **dropped** in the tender box available at the entrance gate of ADM Building BHEL, Jhansi on or before due date as mentioned above.

Note: Dropping of tender in the Tender Box within schedule time and date is the responsibility of the bidder.

**Signature of Contractor with Seal** 

**Officials of Executing Department** 

#### **DETAILS OF TENDER DOCUMENT**

TENDER ENQUIRY NO: TCX/TE/6/03 DATE: 06/06/2016

#### NAME OF WORK: "TOWNSHIP/ESTATE SECURITY FOR YEAR 2016-17.

- BHEL JHANSI is in the process of finalizing the Service Contract for the aforesaid works at its Stands.
- 2. The tender document has been detailed as follows:
  - a) Notice Inviting Tender (Annexure A)
  - b) Work Specifications (Annexure B)
  - c) Qualifying Requirements (Annexure C)
  - d) Self declaration
  - e) Instructions to Tenderers (Annexure D)
  - f) Tender Evaluation Criteria (Annexure E)
  - g) Contractor's obligations (Annexure F)
  - h) General Terms and Conditions (Annexure G)
  - i) Special Conditions of Contract (Annexure H)
  - j) Different types of Formats (Annexure I to IV)
  - k) Technical Bid Application (Annexure J)
  - I) Authorization Letter (Annexure K)
  - m) BLANK Price/Rate bid (Annexure L)
  - n) Price/Rate Bid (Annexure M)

The duly filled, Technical and Price/Rate bids (Annexure J and M, **separately**) along with the instructions to the tenderers, Contractor's Obligations, General terms and conditions with the signature of the tenderer on all the pages and complete in all respects super-scribed as **Quotation for Tender Enquiry No.**TCX/TE/6/03 for "Township/Estate Security For Year 2016-17" should reach us in a sealed cover envelope on or before 28 June 2016, (13:15 hours) through Registered/Speed Post or the same should be dropped in the tender box available at the following address:

CISF Control Room / Office ADM Gate Administrative Building Bharat Heavy Electricals Limited Khailar, Jhansi - 284129

NOTE: TECHNICAL BID AND PRICE/RATE BID SHOULD BE SUBMITTED IN SEPARATE SEALED ENVELOPES. IN CASE THE BIDS ARE FOUND IN ONE SINGLE ENVELOPE THEN THE "BIDS" ARE LIABLE TO BE REJECTED.

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04	Self declaration	ı	9	01
05	Instructions to Tenderers	D	10	01
06	Tender Evaluation Criteria	Ш	11	01
07	Contractor's obligations	F	12-13	02
08	General Terms & Conditions	G	14-22	09
09	Special Conditions of Contract	Н	23-24	02
10	Different type of formats	Annexure I	25-28	04
		to IV		
11	Technical Bid	J	29	01
12	Authorization Letter	K	30	01
13	Blank Price/Rate Bid (One BLANK	L	31-32	02
	Price Bid format duly signed to be sent			
	along with Technical Bid)			
14	Price/Rate Bid	M	33-34	02

NOTE: TECHNICAL BID AND PRICE/RATE BID SHOULD BE SUBMITTED IN SEPARATE SEALED ENVELOPES. IN CASE THE BIDS ARE FOUND IN ONE SINGLE ENVELOPE THEN THE "BIDS" ARE LIABLE TO BE REJECTED.

#### **NOTICE INVITING TENDER**

TENDER ENQUIRY NO: TCX/TE/6/03 DATE: 06/06/2016

1. Name of work : "TOWNSHIP/ESTATE SECURITY FOR YEAR 2016-17

2. Tender Evaluation Criteria : As per Annexure – E

3. Duration of the Contract : One year from the date of award of the contract

4. Other specific requirements : DGR sponsored Ex-servicemen Security Agencies

or State Ex-servicemen Corporations without

the sponsorship of DGR

5. Last date of submission of the Tender : 13.15 hours on - 28 June 2016

6. Date of opening of Technical Bid : 14.00 hours on - 28 June 2016

7. Address for receipt/issue of Tender

Document

: CISF control room

ADM Gate

Administrative building Bharat Heavy Electricals Limited Khailar, Jhansi-284129

8. Earnest Money Deposit : Rs. NIL

Note: 1. EMD is waived-off as per DGR guidelines & administrative approval.

2. No adjustment of earlier Security deposit, if any, shall be permitted.

9. Cost of Tender Document : **Rs.** 1140.00 (1000 + 14 % VAT)

Note: 1. Cost of tender document is to be submitted along with technical bid in the form of Demand Draft in favour of BHEL. Jhansi.

(THE BIDS RECEIVED WITHOUT ENCLOSING COST OF TENDER DOCUMENT SHALL BE REJECTED)

#### NOTE:

- 1. TECHNICAL BID AND PRICE/RATE BID SHOULD BE SUBMITTED IN SEPARATE SEALED ENVELOPES. IN CASE THE BIDS ARE FOUND IN ONE SINGLE ENVELOPE THEN THE "BIDS" ARE LIABLE TO BE REJECTED.
- 2. THE CONTRACTORS MAY PHYSICALLY VISIT THE WORK PLACE BEFORE QUOTING THEIR RATES.
- 3. \*PVC- Price Variation Clause due to revision of monthly wages.

#### **TENDER ENQUIRY NO: TCX/TE/6/03**

#### DATE: 06/06/2016

#### **Scope of Work / Specifications**

1. BHEL Township is covered in an area of 534.70 acres (Map of BHEL Estate is attached on page no. 07). The Township is covered with a boundary and having the following quarters and other Public utility buildings, office and installations etc. The list is as given below:-

other rubine unity buildings, office and instantations etc. The list is as given below.							
TYPE OF QUARTER	SECTOR - I	SECTOR - II	TOTAL	TYPE OF QUARTER	SECTOR - I	SECTOR - II	TOTAL
VI (BHEL							
House)	1		1	B & B (add)	32		32
V	14	15	29	G	5		5
IV	44	52	96	Н	16		16
III	84	140	224	M	16		16
II (Add)	80		80	X	32		34
II	500	2	502	Garages (Qrt)	15	52	67
A (Add)	36		36	Garages Separate	52	10	62
А	28		28	Garages attached to V	15	15	30

(Any other quarter that may be added in future in the township)

2. The following are public building/offices/installations.

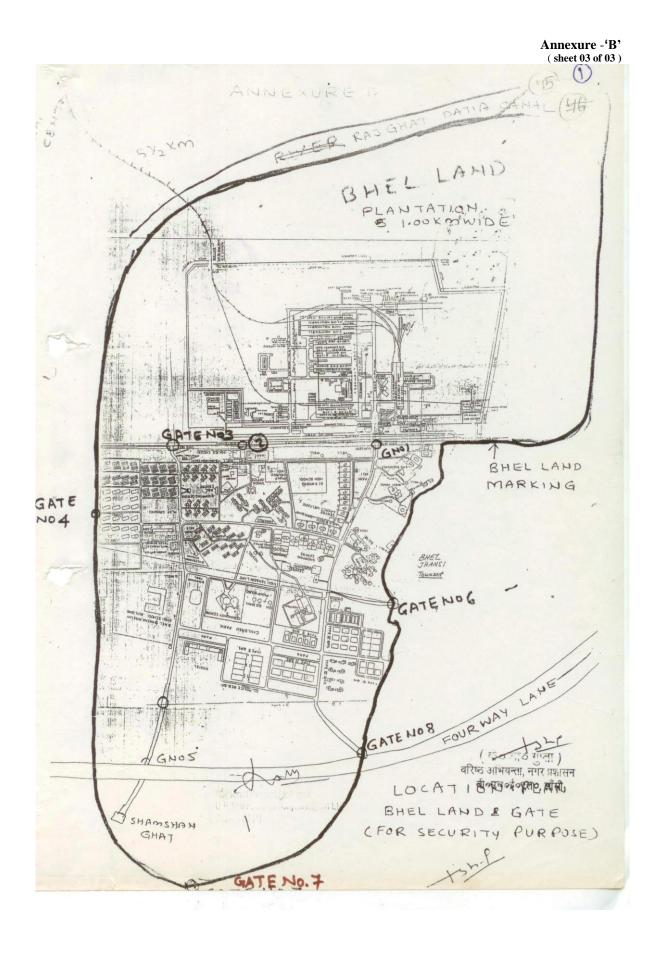
Township Civil & Electrical office	Fountain	Hospital	
Guest House	Union offices	Khel Parisar	
Bundela Club & Recreation Center	Oxidation Pond	Petrol Pump	
Pump House 1, 2, 3, & 4	Schools (BSN, Jila Parisad 1 & 2, & St. Xavier's College)		
electrical sub stations	Telephone Installations		
Swimming Pool	Shopping Centers 1, 2 & 3	Transit Flat	
Community Center	Gas Godowns	Oxidation Pond	
Parks	Temple/Gurudwara/Church/Mosque		
Add area not in the duty of CISF	Other important buildings.		

3. Jet pumps & submersible pump set in open & bore wells

The BHEL Township is provided with 8 gates							
Gate no I	Main gate	Gate no. – IV	Subhash nagar / Gandhi nagar				
Gate no II	Hatt gate	Gate no. – V	Golf Ground				
Gate no III	Township Sector – I						
	Near Petrol Pump	Gate no. – VI	Saket nagar				
Gate no VII	Rajpura	Gate no VIII	Boundary wall & Four lane highway				

- 4. The gate no I, III, IV, VI, VIII are to be manned round the clock (24 hours). Gate no. II is to be manned for two shifts (A & B).
- 5. Plantation area backside factory.
- 6. Railway line siding 07 km from BHEL factory to Khajraha railway station link.
- 7. The bidders are requested to visit the area before quoting.

- 8. Four Supervisors to be provided one for overall supervision and one in each shift for total 03 shifts.
- 9. The senior supervisor to look after all activities i.e. liaising with BHEL authority, Police, Local Administration and Communicate Security arrangements to supervisors of each shift.
- 10. Total 7 vehicle (motorcycles) are to be provided by the contractor out of which 04 vehicles are to be provided to 04 supervisors 01 for each, for 08 hrs duty, 03 vehicles are to be provided to patrolling party (each vehicle for 08 hrs shift).
- 11. It will be the duty of security staff to check all vehicles entering the Township and make entries of them.
- 12. The barriers of all gates will be pulled down at 22:00 hrs and thereafter all entries to the Township should be noted.
- 13. Patrolling of Security personnel in Township is to be carried out on regular intervals side by side ensuring that during night whistle is blown loudly.
- 14. Security personnel are required to prevent and report illegal activities happening in Township both verbally and in writing on official stationery of the security agency.
- 15. Special security arrangements are to be provided for VIP/Public functions in Township.
- 16. Security personnel should ensure that no garbage/waste is thrown over/inside the boundary by near-by residents.
- 17. Security personnel are to ensure that traffic rules are followed in the Township (Especially on Engineers Day, National Festivals etc.)
- 18. Security personnel are required to prevent any miscreants from setting fire to dry grass etc. and if any incident is noticed necessary action to be taken.
- 19. Security personnel are required to attend to emergency calls from residents and public place, Offices in Township.
- 20. In order to receive emergency complaints/clues about miscreant activities mobile phone facility should be provided to patrolling party for quick communication and response. Mobile nos. shall be informed to BHEL administration and displayed on all post.
- 21. Security personnel are to ensure proper seating order of all vendors on hatt days.
- 22. Patrol parties should contact caretakers/chowkidars posted in public building etc. to exchange useful information.
- 23. Security personnel should check all public building. Offices in Township at regular intervals.
- 24. March past of all security personnel to be conducted once in a month on specific path as decided by management.
- 25. Security supervisor to provide daily attendance, report and communicate to BHEL, management reform the right to make anytime check of security arrangements in Township /Estate.
- 26. Name badges and caps should be worn by all security personals while on duty.
- 27. Any abnormality on railway track of Khajraha railway line must be reported immediately.
- 28. Entry of cattle or wild animals inside the township is to be restricted by the security staff, in case of any cattle present in the township, it must be chased out by the security staff.
- 29. If circumstances demand security personnel may be deployed in shift buses of BHEL.



#### **QUALIFYING REQUIREMENTS**

#### **QUALIFYING REQUIREMENTS**

- 1. The agency must be Director General Resettlement (DGR) sponsored Ex-servicemen security agency **or** State Ex-servicemen Corporations without the sponsorship of DGR.
- 2. Labour contractors presently working in BHEL, Jhansi and deploying 20 or more labours should have Labour licence from the licensing officer of Jhansi Region. For others, an **undertaking** is required to be submitted for submission of labour licence within **one month** from the date of award of work as per clause 1.A.2 of Annexure G.
- 3. Should have independent ESI Code number.
- 4. Should have PAN/TAN number.
- 5. Should have Service Tax number (PAN based).
- 6. Self declaration that he is not blacklisted/banned/delisted and is not guilty by a Court of Law in India for any offence involving fraud, dishonesty and moral turpitude on the date of tender (as per format attached on page no. 09).
- 7. Blank price bid format duly signed.

Documentary proof in support of above eligibility criteria shall be submitted along with Technical Bid at Annexure "J".

## **SELF DECLARATION**

I/We M/Sproprietorship/Pvt.Ltd/par firm represented	by
Shris/os/oaged	about
do Solemnly affirm and state as follows:	here by
The agency referred herein above is DGR sponsored Ex-servicemen secundary or State Ex-servicemen Corporation without the sponsorship of D	
2 That the firm shall abide by all statutory requirements/compliances requirements.	ed under
3 That no criminal trial/prosecution for any offence involving fraud dishon moral turpitude is pending against the agency in any court of law. For penalty/guilty/conviction was awarded against the agency by any law/statutory authority in India.	urther no
4 That neither myself nor my firm was declared as insolvent by any court of any insolvency proceedings pending in any court of law.	of law nor
5 That the firm referred herein above has never been blacklisted/banned/dethe the date of tender by any establishment of PSU/Govt. of India.	elisted on
Signature of Contractor	with Seal
<u>Verification</u>	
The fact stated herein above are true and correct to the best of my knowled nothing has been concealed. Verified on// (place).	
Signature of Contractor	with Seal

DATE: 06/06/2016

**TENDER ENQUIRY NO: TCX/TE/6/03** 

#### **INSTRUCTIONS TO TENDERERS**

#### Above tender is in two Bid System (Technical /Commercial Bid & Price/Rate Bid)

- 1. The tender is to be processed in two parts viz. Technical bid and price/rate bid. The Technical Bid Application (Annexure J) and its enclosures along with duly signed complete tender document (including Annexure A to Annexure- L) and copies of qualifying requirements(Annexure C) (Excluding Annexure M) must be submitted in one sealed envelope super-scribed as "Tender for Tender Enquiry No: TCX/TE/6/03 & Name of work: "Township/Estate Security For Year 2016-17" TECHNICAL BID". EMD/Cost of Tender Document or Documents required as per qualifying requirements must be enclosed. The second envelope duly sealed should contain the price/rate bid (Annexure-M) only, super-scribed as "Tender for Tender Enquiry No: TCX/TE/6/03 & Name of work: "Township/Estate Security For Year 2016-17" PRICE/RATE BID". Any other enclosures, which the tenderer wishes to submit, must be enclosed with the Technical Bid only. The price bid envelope should contain the rates only. Offers not in line with the above procedure or quoted in any other format will be rejected/by passed.
- 2. Both the technical bid and price bid sealed envelopes must be again sent in a single envelope duly sealed and super-scribed as "Tender For Tender Enquiry No: TCX/TE/6/03 & Name of work: "Township/Estate Security For Year 2016-17" DUE DATE OF OPENING
  28 June 2016, (TUESDAY), 14:00 HRS-" The same should be dropped in the tender box available at the entrance gate of Administrative Building, BHEL Jhansi or sent to CISF Control Room/Office, Administrative Building, Bharat Heavy Electricals Limited, Khailar, Jhansi 284120 by Registered Post/Speed Post, within the specified date and time by the tenderer or his representative.
- 3. All tenderers can witness the opening of the Technical Bid. After evaluation of the Technical Bid which may involve visit to the tenderer's/client's place by authorized officials, price bids of only those tenderers who are technically found suitable will be opened on a subsequent date, which will be informed to the concerned tenderer's whose technical bid has been accepted, in advance for witnessing the Price/Rate Bid opening.
- 4. All entries in the tender document should be in one ink. Corrections, over writing, cuttings etc. will not be permitted. All the columns in the tender form should be filled without leaving blank in any page of the tender document and all the pages must be duly signed & stamped by the tenderer before submission.
- 5. The price /rate should be quoted in figures as well as in words. Price quoted in price Bid shall be inclusive of all taxes & duties, all statutory requirements/liabilities like PF/ESI/Bonus/Min. Wages etc. However, service Tax shall be payable extra as applicable. The rate quoted will be valid for the period of Contract.
- 6. The Contract will commence on the date as applicable against the contract and shall be valid as per the validity period of the Contract. The Contract can be extended further on mutually agreed terms and conditions.

#### **TENDER EVALUATION CRITERIA**

The evaluation of the Tender will be carried out as follows:

- 1. The bidders meeting qualifying requirements as given in Annexure 'C' shall be evaluated for technical suitability.
- 2. BHEL officials may visit the tenderer's office & their client's place to evaluate the capability and assess the performance.
- 3. Capability of the Contractor will be assessed on the basis of employees including supervisors on their rolls, machinery, security equipments in its possession, previous track record, experience in other organizations, etc.
- 4. Successful technically qualified tenderers after the above process only will be invited for opening of the rate/price bid.
- 5. The contractor shall be awarded the work on overall (L-1) basis.

#### **CONTRACTOR'S OBLIGATIONS**

#### **CONTRACTUAL**

#### A) Towards selection, control and supervision of employees

- a) Contractor shall provide the number of employees to be deployed as per direction of Township Administration Department BHEL Jhansi, for execution of the work awarded to him and he or his authorized representative will be solely entitled to instruct such workers about the manner of carrying out the work as per the prescribed specifications/scope of work.
- b) Contractor **shall supervise the work** allotted to him and to be carried out by his employees.
- c) Contractor to ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience of relevant field.
- d) Contractor to **maintain appropriate records of his employees** deployed to carry out the job(s). The contractor shall maintain the attendance register of his employees on regular basis and the same shall be inspected & certified by the BHEL officials from time to time.
- e) Contractor should **issue appropriate appointment letters** to his employees.
- f) Contractor will ensure that the **job is executed through his employees** on his rolls and under no circumstances the contractor will deploy any casual employee to carry out the job **nor shall sub-contract the job without prior written permission.**
- g) Contractor will keep watch on his employees and he will be liable for any pilferage/loss to BHEL due to acts of omission and commission by his employees. Similarly, liability for any compensation to outsiders on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with him.
- h) The contractor has to provide uniform along with badges bearing logo of his establishment, which shall be affixed by the contract labour on the left side of his shirt pocket.
- i) Contractor to ensure that **all precautions are taken for safety** of his employees and equipments.
- J) In the event of termination of contract for any reason whatsoever, the **contractor shall withdraw all his employees** from the establishment of BHEL. In case contractor decides to terminate services of his employees, **he should settle all terminal dues**.
- Contractor shall within 5 days of commencement/completion of work order submit Form VI-A to RLC office. The first & final bill shall be processed only on clearance regarding submission of Form VI-A & VI-B by contractor.

#### B) Towards supply of tools, tackles and materials

- a) Contractor shall provide to *his employees all tools, tackles and equipments* and maintain the same to carry out the job under the contract at his cost and if necessary contractor may *take insurance policy of his men, material, equipments and tools and tackles.*
- b) Contractor shall *provide safety appliances and maintain the same* at his own cost which may be required under the statute or otherwise.
- c) Contractor shall provide material at his cost as mentioned in the contract to his employees for carrying out the job.

#### C) Towards statutory liability

- a) As mentioned in the terms and conditions enclosed as Annexure 'G' & 'H' of this contract.
- Contractor shall indemnify BHEL against all claims by statutory authorities and loses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
- c) In case a contractor employs women as employee he will discharge his obligation under law in respect of such women worker such prohibition of engaging them during night-hours, prohibition of employing them for more than 9 hrs per day, provision of creche facility, grant of maternity leave as per rules etc.
- d) Contractor shall be responsible for making payment of wages before expiry of 10 days from the last day of wage period and to ensure disbursement of wages in the presence of the authorities representative of contract operating division who shall record under his signature at the end of entries in the Register of wages.
- e) Contractor to obtain license under CL(R&A) Act, 1970.

#### D) <u>Towards Finance</u>

**Contractor to arrange his own finance** for carrying out the job including supply of tools, tackles and equipments if required, to his employees, materials, payment of wages to his employees etc. **Rates to be as per price bid.** 

# GENERAL TERMS & CONDITIONS FOR CONTRACTORS FOR DEPLOYMENT OF CONTRACT LABOURS UNDER SERVICE CONTRACT

Service contracts shall only be awarded for the works on the following terms and conditions.

- 1. 0 LABOUR LICENCE AND OTHER REQUIREMENTS:- LABOUR LICENCE AND OTHER REQUIREMENTS IN CASE OF CONTRACTORS WORKING IN BHEL AND DEPLOYING 20 OR MORE LABOURS.
- 1.1 Contractor should possess valid labour licence for the maximum number of contract labours deployed on any day from the competent authority for carrying out the various activities mentioned in the contract document.
- No. of labours mentioned in estimate/price bid should ordinarily not exceed. However, in view of exigencies/increased activities, the nos. to be deployed can vary but in no case estimated value will be changed. If enhancement of value is also required then prior approval of Unit Head must be obtained by giving reason for the same.
- 1.3 The contractor shall deploy such number of labours in the premises of BHEL, Jhansi, as required for completion of the contract. The labours such deployed shall be his own labours.
- 1.4 In case the number of labour deployed by the contractor in premises of BHEL Jhansi exceeds the number of labour allowed in the license then the contractor shall immediately inform the TA department. The contractor shall also apply to the licensing officer in the region for amendment in the license within 7 days of exceeding the number of labours mentioned in the license.
- 1.5 The contractor shall also have to submit copy of PAN card and latest IT return of last 3 years.
- 1.6 The contractor must possess Service Tax Registration number under relevant code head.
- 1.7 The contractor should possess VAT/TIN Number if material is supplied /consumed. The contractor should not be disqualified from bidding in case the contractor does not have TIN number. However, he shall have to produce TIN no. before opening of price bid.
- 1.8 Stamp duty: contractor should deposit stamp duty on security deposit as per Stamp Duty Act.
- 1.9 Contractor should have local sale tax registration no. (TIN no.) .(This is required only in case where material transaction is involved).
- 1.A Labour Licence and other requirement in case of contractors NOT working in BHEL, Jhansi or has less than 20 workers on his rolls.
- 1.A.1. The contractor should possess valid labour Licence issued by licensing authority in case he has worked within or outside Jhansi Region and has deployed 20 or more workers in any Organization.
- 1.A.2. After being eligible to apply as per Para 1.A.1, if the contractor is awarded the contract then he should apply for Form-V to the BHEL for obtaining Labour Licence from Dy. Labour Commissioner, Jhansi and submit the same within one month from the date of award of contract. Till then award will be treated as **PROVISIONAL**.
- 1.A.3 All conditions stipulated in Para 1.5, 1.6, & 1.7 above shall be applicable.

#### 2.0 APPOINTMENT AND ENTRY IN FACTORY PREMISES:

- 2.1 The contractor shall deploy his own labours for carrying out the works contract awarded to him. At the time of appointment the contractor shall issue appointment letter along with terms and conditions of employment to his own labours.
- 2.2 The labours deployed in the manner as in 2.1 shall be allowed to enter the premises of the factory only if the terms and conditions of employment is acceptable to them.
- 2.3 The contractor shall submit the following to TA department.
  - (a) The details of the labour proposed to be deployed as per **annexure I**.
  - (b) Character certificate issued by District Magistrate's Office or Proof of remittance of fees for character certificate at District Magistrate's Office.
  - (c) Copy of employment card issued by contractor to his own labour.
- 2.4 After submission of documents as in Para 2.3, the contractor shall issue photo identity card to the labour and submit to TA department.
- 2.5 The photo identity card shall have to be revalidated every month on 25<sup>th</sup> or any other date fixed to do so.
- 2.6 The contractor, besides the photo identity card shall also issue employment card to his own labours, at his own cost within a period of three days from beginning of employment in the format prescribed under Rule 76 of UP Contract Labour Rules. A copy of this format is annexed as *annexure II*, to these terms and conditions. A copy of this format shall have to be submitted by the contractor to TA department as mentioned in Para 2.3.
- 2.7 The contractor shall maintain a register of persons employed by him in the format prescribed under Rule 75 of UP Contract Labour Rules, 1975. A copy of this format is annexed as *annexure III*.

#### 3.0 BILLS PAYMENT, ATTENDANCE AND PAYMENT OF WAGES

- 3.1 The contractor shall compile attendance everyday in respect of the labours deployed by him under the Service/job contract.
- 3.2 The contractor shall maintain an attendance card in respect of every labour deployed by him.
- 3.3 The contractor shall submit bills to the contracting department on 2nd of each month.
- 3.4 The contractors bills should be accompanied with
  - a) The contractor should maintain attendance register by recording daily attendance duly signed by both contractor & contract worker.
  - b) Copy of Measurement Book entries/Statement of work done by the Contractor
  - c) Statement of Minimum Wages of labours deployed by him under the Service contract, PF/ESI no., statutory deductions etc., in the format as in Annexure IV annexed to these terms and conditions. (Form XVII of Contract Labour (R&A) Rules
  - d) PF and ESI challans for previous month- separate for concerned Service contract. Print of online challan alongwith ECR/Contibution History of contributing contract workers for PF/ESI duly certified by the contractor.
  - e) Wage payment sheet for the bill period as per annexure IV.
  - f) Copy of Form-5 and Form-10 (PF monthly returns) submitted by contractor to RPFC for billing month.
  - g) Copy of Form 12A-regarding PF remittance
  - h) List of CL covered under accident insurance policy
  - i) Statement of material supplied by the contractor if any
  - j) Copy of Labour Licence if increase in no. of labours deployed against Work Order if applicable.
  - k) Copy of Challan of previous service tax paid
  - I) Proof of Personal Accident Insurance Policy alongwith bill

- 3.5 The executing department shall pass the bills of the contractor, on 3rd day of each month, after checking the documents as in Para 3.4, above along with its statement as in *Annexure V*, annexed to these terms and conditions. In case any discrepancy/non-compliance is detected then the contractor has to clarify the query within two days of intimation such discrepancy. In such cases bills shall be passed by the TA department, within two days of receiving such clarification.
- 3.6 After Checking the Labour Laws Compliances with respect to the concerned service contract HR department after retaining copies of PF and ESI Challans and wage payment sheet pertaining to previous month, **Annexure IV** etc. will forward the bill along with requisite documents (the bill in original and service tax Challan) to finance department. Finance department shall, on satisfactory compliances, on account of stamp duty charges and security deposit amount, make payment as per Contract.
- 3.7 Finance department shall, on satisfactory compliance, and after deduction on account of Security deposit amount and TDS shall make consolidated payment on 10<sup>th</sup> of each month.
- 3.8 The contractor shall issue pay slips to his labours, deployed for undertaking activities under the Service contract, on 7<sup>th</sup>/8<sup>th</sup> of each month.
- 3.9 The contractor shall make payment to his own labours/contract workers on 10<sup>th</sup> of each month. The payment of wages to the labours shall not be subject to payment against the bills.
- 3.10 The contractor shall remit the cheques favoring RPFC and ESI Kanpur with the appropriate banks with such period as stipulated under relevant provisions. Last date for remittance of PF is 15<sup>th</sup> and that in case of ESI is 21<sup>st</sup> of each month.
- 3.11 The contractor shall make payment of wages to his labours on due date in presence of an authorized representative of contracting department. The authorized representative shall retain a copy of wage payment sheet with him.
- In cases where the payment to the contractor is due only after completion of work and the payment is not made monthly then the contractor shall have to produce documents as enumerated in Para 3.5 above, in respect of all labours deployed by him against the contract, for each month, separately, along with final bill(s). Para 3.7 shall not be applicable in such cases. The contractor shall be paid through cheque in his/firm's favour.

#### 4.0 Provident Fund

- 4.1 The contractor should get independent EPF code before deployment of his contract worker against work contract.
- 4.2 The Contractor should allot PF account number and get the nomination form, duly filled in, from each labour deployed by him at the time of joining.
- 4.3 In case the labour already has PF/pension account number, allotted to him, previously, then the contractor shall get the transfer form filled up at the time of joining and send to the office of concerned Regional Provident Fund Commissioner.
- 4.4 After termination of contract the contractor shall provide due assistance to the labour for withdrawal of PF/pension amount, when due.
- 4.5 The Contractor shall liaison with the PF officials to get the annual PF slips and distribute amongst his own labours.

#### 4.6 **PF CONTRIBUTION**:

Employee's Contribution	Employer's Contribution	
12% of Normal waged paid	PF Contribution	3.67%
(Coverage Rs.15000/- on	Insp/Admn Charages	1.10%
Employee's/ Employers	Admn/Insp Charges	0.01%
Contribution).	Pension Fund	8.33%
	EDLI Charges	0.5%
	Total	13 61%

4.7 The Contractor shall submit annual returns in Form-6A and Form 3A, prescribed under statutory EPF scheme, 1952, in respect of each labour deployed by him with a copy to HR and finance department.

#### 5.0 Employees State Insurance (ESI)

- 5.1 The Contractor should allot ESI account number, if any, and get the nomination form, duly filled in, from each labour deployed by him at the time of joining.
- 5.2 At the time of joining the contractor shall get the self/family registration form filled by the labour and submit to the local ESI office.
- 5.3 The contractor shall collect the identity card issued after submission of registration form, from ESI office and hand over the card to the concerned labour.

#### 5.4 ESI CONTRIBUTION

Employee's Contribution	Employer Contribution
1.75% of gross wages	4.75% of gross wages

- 5.5 The Contractor shall submit annual returns in Form-6 prescribed under ESI Act, deployed by him with a copy to HR and finance department.
- 5.6 The Contractor shall produce the following Registers and forms as per Contract Labour (R & A) Rules 1971 for verification by the Executing Officer of the company:-
  - (a) Form XII Register of contractors (Rule74)
  - (b) Form XIII Register of Workmen employed by contractor (Rule 75)
  - (c) Form XIV Employment Card issued by contractor (Rule 76)
  - (d) Form XVI Muster Roll 78(1) (a) (i)
  - (e) Form XVII Register of Wages (Rule 78 (1) (a) (i)
  - (f) Form XVIII Register of wages-cum Muster Roll (in case of weekly

#### Payment)

- (g) Form XIX Wage Slip (Rule 78)(1) (b)
- (h) Form XX Register of deduction for damages of loss (Rule (78)(1) (a) (ii)
- (i) Form XXI Register of fines (Rule 78) (1) (a) (ii)
- (j) Form XXII Register of advance (Rule 78) (1) (a) (ii)
- (k) Form XXIII Register of overtime (Rule 78) (1) (a) (iii)
- (I) Form XXIV Return to be sent by the contractor to licensing officer (Rule 82)
- 5.7 Contractor shall fully comply provisions of various applicable labour laws and all other enactments as applicable for such contracts.

#### 6.0 Bonus

The contractor shall be liable to pay statutory bonus under payment of Bonus Act, 1965. and submit proof of disbursement along with received copy of Form-D to L.E.O Office.

#### 7.0 Discipline

7.1 The Contractor shall be responsible for the discipline of his own labours deployed under the works contract. In case of any loss to BHEL Jhansi on account of indiscipline of contract labour then such loss shall be assessed and recovered from the running bills of the contractor or from the security deposit.

- 7.2 The contractor shall not employ any person who has attained 60 years of age & above.
- 7.3 The contractor, on advice of authorized BHEL official, shall immediately remove any person employed by him, who may in the opinion of such authorized BHEL official is involved in misconduct. Such person shall not be employed by the contractor without prior permission.

#### 8.0 LEAVE WITH WAGES TO CONTRACT LABOUR

Guidelines as per UP Factories Rules 1950 should be strictly observed with regard to crediting/availment of leave. Register as prescribed under the said rules should be maintained by the contractor.

#### 9.0 INDEMINITY BOND/COMPLIANCE OF LEGAL PROVISION

- 9.1 BHEL Jhansi shall not be liable for any compensation whatsoever in the case of accident / injury to the person employed by the contractor coming in the premises of BHEL Jhansi. Contractor shall pay all claims / compensation / damages / penalty / fine or any amount payable to the individual / authorities payable due to accident / injury to the person employed by the Contractor.
- 9.2 That BHEL-Jhansi will not, in any manner be responsible for any act, omission or commission of the workers engaged by contractor and no claim in this respect will lie against BHEL-Jhansi. If any such claim is made against BHEL-Jhansi by any worker or his heirs engaged/employed by the contractor, which BHEL-Jhansi is obliged to discharge by virtue of any statue or any provision of law and rules due to mere fact of the workers of the contractor working at BHEL- Jhansi premises or otherwise, the contractor will be liable to indemnify/reimburse BHEL-Jhansi all the money paid in addition to the expenses incurred by him. The contractor must indemnify and keep indemnified BHEL- Jhansi against all losses and claims for injuries or damage to any person or property whatsoever which may arise of or in course of the operation of the contract and against all claims, demands, proceedings, damages, cost, charges and expenses whatsoever in respect of contingencies depicted herein shall be deemed as expected risk.
- 9.3 The Contractor has to make an agreement with BHEL in the format prescribed only on Rs. 100/- Non-Judicial Stamp Paper.

#### 10.0 OTHER GENERAL TERMS AND CONDITIONS:-

#### 10.1 Legal compliance

The contractor will comply with all the provisions regarding licensing, welfare and health, procedures, maintenance of various records and registers etc., as provided under the contract Labour (Regulation & abolition) Act 1970, rules amendments, orders, notifications there under issued by the Appropriate Government from time to time. For non-compliance of any provisions, statutory compliance under law, the contractor shall be responsible for penalties levied by the appropriate authority under the Act. The contractor shall also be liable to comply with all other Labour and Industrial Laws and such other acts and Statutes (including Factories Act, Payment of Bonus Act, minimum wages Act, etc.,). Depositing of ESI, PF contribution as may be applicable is the responsibility of the contractor. For any default in compliance, the contractor shall be held responsible.

10.2 The work shall be supervised by the contractor or through the authorized representatives on day to day basis.

- 10.3 The Contractor shall compensate BHEL for any loss or damage to the plant/property, material of BHEL due to his workmen/representatives' negligence or otherwise during execution of work.
- In the event of contractor abandoning the work or BHEL revoking the contract BHEL shall have a right to get incomplete work completed at contractor's risk and cost. BHEL shall have a right to terminate the contract at any time without assigning any reason thereof.
- 10.5 Security deposit will be released on submission of following certificates from departments mentioned as under:
  - a. Completion of work and certification of payment of minimum wages to contract labours from contracting department.
  - b. Certificate of compliance of labour laws from HR department.
  - c. Certificate of payment of Bonus by Contracting and HR Department
  - d. No dues certificate from contractor regarding Service Tax payment & any other dues liable to remitted by contractor under Financial Laws to Finance department.
  - e. In case of non satisfactory performance of the contract, BHEL shall have a right of forfeiting the security deposit. In case of any dispute decision of concerned Head of the Department will be final

#### **SECURITY DEPOSIT**

#### Security Deposit - As per Work policy 2008

Security Deposit should be collected from the successful tenderer. The rate of Security Deposit will be as below (under clause 8.2 of Works Policy of BHEL):

Upto Rs. 10 lakhs	@ 10 % of cost of tender.
Above Rs. 10 lakhs and upto Rs. 50 lakhs.	Rs. 01 lakh + 7.5 % of the amount exceeding Rs 10 lakhs.
Above Rs. 50 Lakhs	Rs. 4 lakhs + 5% of the amount exceeding Rs 50 lakhs.

The security deposit will be collected before start of the work by the contractor :-

- (i) Cash (as permissible under the Income Tax Act).
- (ii) Pay order, Demand Draft in favour of BHEL, Jhansi.
- (iii) Security available from post offices such as National Saving Certificates, Kisan Vikas Patras etc.(certificates should be held in the name of contractor furnishing the security and duly pledged in favour of BHEL, Jhansi and discharged on the back).
- (iv) Bank guarantee from scheduled banks/public financial institutions as defined in the Company's Act subject to maximum of 50% of the total security deposit value. The balance 50% has to be remitted either by cash or in the other form of security. The bank guarantee format should have the approval of BHEL, Jhansi.
- (v) Fixed deposit receipt issued by scheduled banks/public financial institutions as defined in the Company's Act. The FDR should be in the name of the contractor, A/C BHEL Jhansi, duly `discharged on the back.
- (vi) Security deposit can be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the security deposit will be collected before start of work and the balance 50% may be recovered from the running bills.
- (vii) EMD is waived-off as per DGR guidelines.
- (viii) The security deposit will not carry any interest.

**Note:** Acceptance of the security deposit against SI no. (iv) and (vi) above will be subject to hypothecation or endorsement on the documents in favour of BHEL, Jhansi. However BHEL, Jhansi will not be liable or responsible in any manner for the collection or interest or renewal of the documents or in any other matter connected therewith.

- 10.6 Security deposit will be released on submission of following certificates from departments mentioned as under:
  - a. Completion of work and certification of payment of minimum wages to contract labours from contracting department.
  - b. Certificate of compliance of labour laws.
  - c. Certificate of payment of bonus from HR Department/Contracting Department.
  - d. No-dues certificate regarding service tax payment, and any other dues liable to be remitted by contractor under financial laws, to Finance Department.
- **10.7** The contractor shall provide required safety equipments to the labours engaged by him.
- 10.8 Notwithstanding anything contained in this Agreement, the contract may be terminated by BHEL without assigning any reason thereof by giving a notice of 15 days to the contractor.
- 10.9 The period of contract shall be **12 (twelve) months** from the date of award of work. The parties reserve the right to extend the contract on mutually agreed terms and conditions.

#### 11. CONTRACTOR'S COMMISSION:-

In case of any change in Minimum Wages, Statutory contribution/Taxes/Duties (i.e. PF/EDLI, ESI, etc.), there will not be any change in the percentage of contractor commission quoted.

#### 12.0 <u>SETTLEMENT OF DISPUTE/JURISDICTION/ARBITRATION ETC.</u>:-

BHEL Reserve the following rights:-

To evaluate the bid as per BHEL policy and Govt. guidelines including CVC / Vigilance guidelines by the tender committee duly constituted by BHEL Management. The decision of BHEL, Jhansi Management or Tender committee duly approved by competent authority shall be final and binding to bidder.

#### 12.2 **CONFIDENTIALITY**

The parties agree & acknowledge that in the course of their discussions and interaction, BHEL may disclose information of confidential proprietary nature relating to its business, products, know-how, technology, customers, employees and financial to the contractor. Such information shall be considered as confidential. The contractor agrees to keep it confidential & secret at all times and not directly or indirectly disclose to any party other than its employees and authorized personnel strictly on a need know basis, without the prior written permission of BHEL.

#### 12.3 **SUSPENSION**

BHEL reserves the right to suspend performance of any or all of its obligations under the contract. Such notice shall specify the obligation of which performance is to be suspended, the effective date of the suspension and the reasons therefore. The Contractor shall thereupon suspend performance of such obligations until ordered in writing to resume such performance by the same authority that ordered for suspension.

#### 12.4 TERMINATION OF CONTRACT

BHEL reserves the right to Terminate contract awarded for any contravention of statutory provision or any other reasons without assigning any explanation or notice to the contractor.

#### 12.5 JURISDICTION

Any matter of dispute arising out of or in connection with this contract shall be under jurisdiction of Jhansi Court only.

#### 12.6 **ARBITRATION:-**

All disputes arising in connection with the contract shall be settled by mutual consultation. If no agreement is reached the dispute shall be settled in accordance with Arbitration and conciliation Act, 1996 and the rules made there under. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of the unit (BHEL Jhansi).

The award of the arbitrator shall be final and binding on both the parties. The venue of the Arbitration shall be at Jhansi in India. The Award to be given by the Arbitration shall be a speaking award. All questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of Jhansi court.

#### **SPECIAL CONDITIONS OF CONTRACT**

- 1. The Special Conditions of Contract (SCC) shall have overriding priority over General Conditions of Contract (GCC). Whenever there is any contradiction between the GCC and SCC, the SCC shall be treated as final.
- 2. Bharat Heavy Electrical ltd does not bind it self to accept the lower or any tender but reserves to itself the right to accept or reject all or a part of any tender at its discretion.
- 3. Number of personnel can be changed by the BHEL management.
- 4. The purpose of security is to provide safety from antisocial elements and to avoid any unlawful activities in Township as well as total responsibility to manage law & order situation in Township and hatt area & other area i.e. railway line up to Khajraha railway station, plantation at back side Factory (except Factory premise & CISF line). At some times they have to engage their personnel in extra hours to manage activities in Township.
- 5. Offer must be submitted in a sealed cover. The cover should bear our Tender Notice number, due date of opening and name of the bidder.
- 6. Failure to comply with any of the above conditions can result in termination of the contract, forfeiture of the security deposit, Penalties as may be decided and future blacklisting.
- 7. Deployment of trained security personnel and other working details shall be mutually discussed and finalized. The security personnel may also be deployed for security of shift buses of BHEL and any other work in the vicinity of BHEL Estate and Township.
- 8. The contractor will have to depute a representative who shall (in the absence of the contractor) report to the township administration department on all working days and liaison with the supervisor in charge for the works to be undertaken.
- 9. The work is spread in the Township/nearby Township and other area as mentioned in scope of work (Annexure'B'). The security personnel deputed for the work should be disciplined and well mannered; they should work in harmony with the residents/employees of the Township & nearby Township.
- 10. The contractor will undertake full responsibility to compliance of Minimum Wages Act of U. P. Govt. PF, ESI, Bonus, Gratuity, Workman compensation and other claims arising out of engagement of his security staff during the course of operation of the contract. Escalation shall be payable on account of increase in minimum wages from time to time on submission of authentic documentary proof.
- 11. Patrolling parties will carry out patrolling during in three shifts on their own vehicle (motorcycles). The amount offered by you for per vehicle per month, as per price bid shall be given for petrol expenditure only (No maintenance for vehicle will be provided separately).
- 12. All Gunmen will be fully responsible for their Guns and license for the same. No extra charges shall be paid.
- 13. Uniform (Shirts, Full Trousers, Shoes, Cap with Badge, shoulder Badge, Whistle with lanyard, Bent wood Stick 5' feet long with leather handle and Name plate) torches during night patrolling, Cartridges fired and stationery used in the execution of duties will be borne by the agency.

- 14. The agency has to provide appropriate number of preprinted registers, letterheads, seals, stamps, pens & other stationery items for day to day working and communication. The reports submitted should be on agency's letter head or signed & stamp affixed by authorized signatory of the agency.
- 15. The guard performing patrolling duty, railway line guard and forest guard in B & C shift will have to be provided by torch and cell at regular intervals to good illumination during dark hrs. In case of lapse the same shall be provided by BHEL and actual cost shall be recovered and penalty of upto Rs. 1000/- can be deducted. Torch cell and cartridges fired will be issued by the contractor.
- 16. During execution of Township security effective communication may please be ensured by using their own mobile and charges shall be paid to the agency as per the terms of the contract awarded.
- 17. In case of Guards/Security persons availing leave on working days, alternative security guards will have to be provided by the agency for which no additional compensation shall be payable.
- 18. The agency shall make their own arrangement for their security persons for staying nearby the Township. Limited accommodation can be provided on commercial rates basis as per terms & condition applied from time to time in our Township.
- 19. The workman compensation Act, its implication, licensing and liabilities of minimum wage act will be entirely the responsibility of the contractor.
- 20. No of persons to be deployed may increase or decrease as decided by BHEL management from time to time, however total number of persons as per price bid (ex-servicemen only) are likely to be deployed for this work and monthly payment shall be made only after verification of attendance of this man power.
- 21. The rates quoted by the contractor will be inclusive of all taxes and duties (including stamp duties), but excluding service tax, service tax will be paid extra.
- 22. Income Tax shall be recovered as per the applicable laws. Presently income tax @ 2.0% of gross value of works contract will be recovered from the contractor's bills. If income tax exemption certificate (duly signed by competent authority) is produced by the agency, Income Tax would not be deducted.
- 23. Being the work of emergency nature the contractor has to provide suitable arrangement in case any of his worker fails to perform duty due to any reason.
- 24. Work shall be carried throughout the year without interruption due to any Sunday/holiday, round the clock and contractor has to make suitable arrangement for the same without any extra compensation.
- 25. All the security personnel should have knowledge of reading & writing Hindi & English both and also they should be able to make entries of vehicles entering BHEL Township.
- 26. All supervisors should be able to handle normal correspondence in Hindi & English both, they should also be able to handle security related emergency situations effectively and guide security staff to take the required actions as the circumstances demand.
- 27. The contractor shall not employ any person who is not Ex Serviceman.
- 28. Failure to comply with any or all of the above conditions can result in appropriate penalty (monetary) or cancellation of the contract.

### **APPLICATION FORMAT FOR GATE PASS FOR ENTRY IN TOWNSHIP**

1. Name of the Agency

2. Scope of work

(For the use of security personnel of security agency)

3.	Work order No. & Date	:		
4.	Work order period	:		
5.	Duty time of the security personnel	:		
	Personnel det (Please enclose a list sepa			
Sec	curity personnel's Name:			
Dat	e of birth:			
Fat	her's name:			Signed photograph of
Ide	ntification mark:	security personnel		
Per	manent address:			
Pre	sent address:		(attested by contracting agency)	
Edu	ucational qualification:			agency
PF	Account number:			
ESI	Account no:			
Mol	bile no:			Sign of security personnel
				Sign of Contracting Agency (With date & seal)
	For use	of ESTATE	department or	nly
	Allotted gate pass no.:		Date:	
			S	ign & seal of Executive In charge
	Sign of the HOD of ESTATE de	partment		

### FORM XIV

(see rule 76)

### **Employment Card**

Name	and address of contractor	:
Name	of work and location of work and address of Establishment ler which contract is carried on	:::::::::::::::::::::::::::::::::
Name Emplo	and address of Principal oyer	ː
1.	Name of workman	:
2.	Serial no. in the register of workmer Employed	) :
3.	Nature of employment/designation	:
4.	Wage rates with particulars of unit, In case of piece-work	:
5.	Wage period	:
6.	Tenure of employment	:
Rema	rks (if any)	<u>:</u>
		Signature of contractor

(with date & seal)

### FORM XIII

(see rule 75)

### Register of workmen employed by contractor

:
:
:::::::::::::::::::::::::::::::::
:

SI. no	Name and surname	Age and	Father's/ Husband's	Nature of employment/	Permanent home address of	Local address	Date of commencem	Signature/ thumb	Date of termination	Reason for	Rem arks
	of	sex	name	designation	workman (village		ent of	impression	of	terminat	
	workman				& tehsil) and		employment	of	employment	ion	
					taluk and district			workman			
1	2	3	4	5	6	7	8	9	10	11	12

STATEMENT OF THE CONTRACTOR FOR THE MONTH OF	20
Work order no	-
Contracting department	-
Contractor.	

SL.	NAME	CAT	NORMAL	OT	GROSS	EMPL	OYEE'S	OTHER	TOTAL	NET	EMPLOY	ZER'S
No.	OF		DAYS	DAYS	WAGE	CC	ONT.	DEDUCTION	RECOVERY	PAYABLE	CON	
	LABOUR						JCTION					
						PF	ESI				PF	ESI
1						12%	1.75%				13.61%	4.75%
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
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26												
27												
28												
29												
30												
31												
TOTAL												
TOTAL	l	l				1				<u> </u>		

#### **TENDER ENQUIRY NO: TCX/TE/6/03**

DATE: 06/06/2016

#### NAME OF WORK: "TOWNSHIP/ESTATE SECURITY FOR YEAR 2016-17.

1.	Name of the firm	:	(Essential)				
2. 3.	Name of the Proprietor Address and Contact Numbers	;	(Essential)				
4.	Registration Number						
	Copy of the Certificate	: Enclosed / Not Enclosed					
5.	Labour Licence Number/undertaking (as per Annexure 'C' sl. no. 02) Copy of the Licence/ undertaking	g :: : Enclosed / Not Enclosed	(Essential)				
6.	PF Code Number	:	(Desirable)				
	Copy of the Certificate	: Enclosed / Not Enclosed					
7.	ESI Code Number	:	-(Essential)				
	Copy of the Certificate	: Enclosed / Not Enclosed					
8.	PAN Number	:(copy Enclosed / Not Enclosed)	(Essential)				
9.	Income Tax Returns for last 3 years	: Enclosed / Not Enclosed	(Desirable)				
10.	Service Tax Number (PAN based)	: (copy Enclosed / Not Enclosed)	(Essential)				
11.	Number of Workers including Supervison the rolls of the firm	visors:	(Essential)				
12.	Any other relevant information	:					
13.	Validity of offer	: 90 days from the date of tender Opening.					
14.	Cost of Tender Document	: Rs. 1140.00 (1000 + 14 % VA	<b>T</b> )				
	a) D.D. Number & Date b) Drawn on (Bank)	:	(Essential) -				
15.	Blank Price Bid Format	: Enclosed / Not Enclosed	(Essential)				
	DGR sponsored Ex-servicemen Security Agencies or State Ex-servicemen Corporations without the sponsorship of DGR	:	(Fesential)				
	אטם וויסווסווסויוטקט וויסוו	: copy of certificate - Enclosed / Not Enclosed					

**TECHNICAL BID** 

I/We will fulfill all the obligations of the contractor and abide by the Terms & Conditions mentioned in the enquiry.

NOTE: TECHNICAL BID AND PRICE/RATE BID SHOULD BE SUBMITTED IN SEPARATE SEALED ENVELOPES.

IN CASE THE BIDS ARE FOUND IN ONE SINGLE ENVELOPE THEN THE "BIDS" ARE LIABLE TO BE REJECTED.

#### **AUTHORIZATION LETTER**

FOR E-PAYMENT / ELECTRONIC TRANSFER (EFT / RTGS) (PLEASE FILL UP THE FORM IN CAPITAL LETTERS ONLY)

TYPE OF REQUEST (Tick One)	CREAT CHANGE
BHEL Contractor / Vender /	
Supplier code	
Company's name	
Address	
City	
State	
pin code	
Contact person (s)	
Telephone no.	
Fax no.	
E- mail ID	
Bank Name	
Bank Address	
Bank Telephone no.	
Bank Account No. (in full)	
Account type	
Bank's branch code	
Bank RTGS/IFSC/Swift code	
Enclose blank cancelled cheque	
payments to the designated bank accorrect. If the transaction is delayed not hold BHEL/transferring Bank re This authority remains in full force thange or cancellation.	antil BHEL, Jhansi receives & acknowledge written notification requesting a overing letter and agree to discharge the responsibility expected of me as a
Date:- Authorized Signatory Designation Company Seal  Note: - All fields are mandatory.	Verification by Bank

Annexure -'L' (sheet 01 of 02)

**TENDER ENQUIRY NO: TCX/TE/6/03** 

Name of the firm

DATE: 06/06/2016

.....

### **BLANK PRICE/RATE BID**

NAME OF WORK: "TOWNSHIP/ESTATE SECURITY FOR YEAR 2016-17.

b. с.	Name of the proprietor/partners :  Address and contact numbers :		•••••		
С.	:	•••••	• • • • • • • • • • • • • • • • • • • •		
CO	: ONTRACTOR SHOULD NOT OFFER TH (U. P. MINIUM WAGES MUS				NK PRICE BID
SL. NO	Description	(Unit)	Qty.	Rate per unit per month (in Rs.) (Excluding Service Tax For Sl. No. 1,2,3)	Amount = Qty x Rate (in Rs.)
(A)	(B)	(C)	(D)	(E) \	$(F) = (D) \times (E)$
1.	Providing four (04) Supervisors (One for overall supervision and one in each shift of 8 hours).	Nos.	4		
2.	Providing Gunmen for township and estate area, as directed by BHEL Administration.	Nos.	00/		
3.	Providing Security guards for various areas like gates, hospital, patrolling duty at BHEL township, railway line & behind factory, plantation area.	Nos.	26		
4.	Fixed Fuel charges for patrolling duty, Required vehicles (motorcycles) per month. (Rate to be offered for per vehicle per month), (each vehicle shall be used for 8 hours duty per day).	Nos.	7		
5.	<b>Fixed</b> Mobile phone charges (Rate to be offered for per mobile per month)	Nos.	5		
Tota	I Monthly Amount i.e. sum of sl. no. 1	to 5,	colun	nn (F) in Rs.	
Total	Amount for 12 months in Rs. (în figures)				
Total	Amount for 12 months in Rs. (in words)				

Note: Service Tax shall be paid extra as applicable (only on Sl. no. 1,2,3)

- 1. The basis of offer showing the detailed break-up of wages structure, statutory payment (PF, ESI & bonus etc.) commission, taxes etc. should be submitted along with this bid. Offer is liable to be rejected without this basis.
- 2. Change in rates offered in "E" column (Sl. No 1 to 3) due to revision in minimum wages shall be payable extra on submission of authentic documentary proof as per clause no. 10 of special terms & condition of this tender document.

NOTE: TECHNICAL BID AND PRICE/RATE BID SHOULD BE SUBMITTED IN SEPARATE SEALED ENVELOPES. IN CASE THE BIDS ARE FOUND IN ONE SINGLE ENVELOPE, THE "BIDS" ARE LIABLE TO BE REJECTED.

#### NOTE/CONDITIONS FOR PRICE BID

- 1 TECHNICAL BID AND PRICE BID SHOULD BE SUBMITTED IN SEPARATE SEALED ENVELOPES, IN CASE THE BIDS ARE FOUND IN ONE SINGLE ENVELOPE THEN THE SAME ARE LIABLE TO BE REJECTED.
- 2 ALL THE BLANK SPACES OF ANNEXURE 'M' (PRICE) BID SHOULD BE FILLED BY THE CONTRACTOR. IF ANY FIXED FIGURE IN THE PRICE BID FORMAT IS CHANGED THEN THE BID SHALL BE SUMMARRIRLY BY PASSED.
- 3 PAYMENT WILL BE MADE ON ACTUAL BASIS AS PER RATE QUOTED IN PRICE BID, HOWEVER MINIMUM WAGES DECLARED BY THE GOVT. OF U.P. FROM TIME TO TIME SHOULD REMAIN PROTECTED.
- 4 IF ANY OTHER ADDITION IS MADE OR ANY CONDITION IS ADDED BY THE BIDDER IN THE PRICE BID FORMAT THEN THE OFFER SHALL BE BY-PASSED.
- 5 CONTRACTOR HAS TO COMPLY WITH PAYMENT OF MINIMUM WAGES AND OTHER STATUTORY LEVIES AS PER PROVISION OF THE RESPECTIVE ACTS.

NOTE: GUIDELINES FOR DEALING WIH "DISCREPANCY IN WORDS & FIGURES - QUOTED IN PRICE BID".

IN CASE OF NON-CONFORMITIES/ERRORS/DISCREPANCIES ARE OBSERVED BETWEEN THE QUOTED PRICES IN FIGURES AND THAT IN WORDS, FOLLOWING GUIDELINES ARE TO BE FOLLOWED:-

- (a) IN THE PRICE STRUCTURE QUOTED FOR SERVICE CONTRACT, IF THERE IS DISCREPANCY BETWEEN THE UNIT PRICE AND THE TOTAL PRICE (WHICH IS OBTAINED BY MULTIPLYING THE UNIT PRICE BY THE QUANTITY), THE UNIT PRICE SHALL PREVAIL AND THE TOTAL PRICE CORRECTED ACCORDINGLY, UNLESS IN THE OPINION OF THE TENDERER THERE IS AN OBVIOUS MISPLACEMENT OF THE DECIMAL POINT IN THE UNIT PRICE, IN WHICH CASE THE TOTAL PRICE AS QUOTED SHALL BE GOVERN AND THE UNIT PRICE CORRECTED ACCORDINGLY.
- (b) IF THERE IS AN ERROR IN A TOTAL CORRESPONDING TO THE ADDITION OR SUBTRACTION OF SUBTOTALS, THE SUBTOTALS SHALL PREVAIL AND THE TOTAL SHALL BE CORRECTED; AND
- (c) IF THERE IS A DISCREPANCY BETWEEN WORDS AND FIGURES, THE AMOUNT IN WORDS SHALL PREVAIL, UNLESS THE AMOUNT EXPRESSED IN WORDS IS RELATED TO AN ARITHMETIC ERROR, IN WHICH CASE THE AMOUNT IN FIGURES SHALL PREVAIL SUBJECT OF (a) AND (b) ABOVE.
- (d) IF THERE IS SUCH DESCRIPANCY IN AN OFFER, THE SAME SHALL BE CONVEYED TO THE BIDDER WITH TARGET DATE UPTO WHICH THE BIDDER HAS TO SEND HIS ACCEPTANCE ON THE ABOVE LINES AND IF THE BIDDER DOES NOT AGREE TO THE DECISION OF THE TENDERER, THE BID IS LIABLE TO BE IGNORED.

IN CASE MORE THAN ONE CONTRACTOR QUOTED THE L 1(LOWEST AND TECHNICALLY ACCEPTED) RATES, THE WORK MAY BE AWARDED THROUGH DRAW OF LOTS.

I/We agree with above and all other terms & conditions of the contract.

BHEL, JHANSI

Annexure -'M'
( sheet 01 of 02 )

TENDER ENQUIRY NO: TCX/TE/6/03 DATE: 06/06/2016

NAME OF WORK: "TOWNSHIP/ESTATE SECURITY FOR YEAR 2016-17.

Name of the firm

#### PRICE/RATE BID

b. c.	Name of the proprietor/partners  Address and contact numbers									
	(U. P. MINIUM WAGES MUST REMAIN PROTECTED)									
SL. NO	Description	(Unit)	Qty.	Rate per unit per month (in Rs.) (Excluding Service Tax For SI. No. 1,2,3)	Amount = Qty x Rate (in Rs.)					
(A)	(B)	(C)	(D)	(E)	$(F) = (D) \times (E)$					
1.	Providing four (04) Supervisors (One for overall supervision and one in each shift of 8 hours).	Nos.	4							
2.	Providing Gunmen for township and estate area, as directed by BHEL Administration.	Nos.	9							
3.	Providing Security guards for various areas like gates, hospital, patrolling duty at BHEL township, railway line & behind factory, plantation area.	Nos.	26							
4.	<b>Fixed</b> Fuel charges for patrolling duty, Required vehicles (motorcycles) per month. (Rate to be offered for per vehicle per month), (each vehicle shall be used for 8 hours duty per day).	Nos.	7							
5.	<b>Fixed</b> Mobile phone charges (Rate to be offered for per mobile per month)	Nos.	5							
Tota	I Monthly Amount i.e. sum of sl. no. 1									
Total										

Note: Service Tax shall be paid extra as applicable (only on Sl. no. 1,2,3)

Total Amount for 12 months in Rs. (in words)

- 1. The basis of offer showing the detailed break-up of wages structure, statutory payment (PF, ESI & bonus etc.) commission, taxes etc. should be submitted along with this bid. Offer is liable to be rejected without this basis.
- 2. Change in rates offered in "E" column (Sl. No. 1 to 3) due to revision in minimum wages shall be payable extra on submission of authentic documentary proof as per clause no. 10 of special terms & condition of this tender document.

NOTE: TECHNICAL BID AND PRICE/RATE BID SHOULD BE SUBMITTED IN SEPARATE SEALED ENVELOPES. IN CASE THE BIDS ARE FOUND IN ONE SINGLE ENVELOPE, THE "BIDS" ARE LIABLE TO BE REJECTED.

**Signature of Contractor with Seal** 

**Officials of Executing Department** 

#### NOTE/CONDITIONS FOR PRICE BID

- 1. TECHNICAL BID AND PRICE BID SHOULD BE SUBMITTED IN SEPARATE SEALED ENVELOPES. IN CASE THE BIDS ARE FOUND IN ONE SINGLE ENVELOPE THEN THE SAME ARE LIABLE TO BE REJECTED.
- 2. ALL THE BLANK SPACES OF ANNEXURE 'M' (PRICE BID) SHOULD BE FILLED BY THE CONTRACTOR. IF ANY FIXED FIGURE IN THE PRICE BID FORMAT IS CHANGED THEN THE BID SHALL BE SUMMARRIRILY BY-PASSED.
- 3. PAYMENT WILL BE MADE ON ACTUAL BASIS AS PER RATE QUOTED IN PRICE BID, HOWEVER MINIMUM WAGES DECLARED BY THE GOVT. OF U.P. FROM TIME TO TIME SHOULD REMAIN PROTECTED.
- 4. IF ANY OTHER ADDITION IS MADE OR ANY CONDITION IS ADDED BY THE BIDDER IN THE PRICE BID FORMAT THEN THE OFFER SHALL BE BY-PASSED.
- 5. CONTRACTOR HAS TO COMPLY WITH PAYMENT OF MINIMUM WAGES AND OTHER STATUTORY LEVIES AS PER PROVISION OF THE RESPECTIVE ACTS.

NOTE: GUIDELINES FOR DEALING WIH "DISCREPANCY IN WORDS & FIGURES – QUOTED IN PRICE BID".

IN CASE OF NON-CONFORMITIES/ERRORS/DISCREPANCIES ARE OBSERVED BETWEEN THE QUOTED PRICES IN FIGURES AND THAT IN WORDS, FOLLOWING GUIDELINES ARE TO BE FOLLOWED:-

- (a) IN THE PRICE STRUCTURE QUOTED FOR SERVICE CONTRACT, IF THERE IS DISCREPANCY BETWEEN THE UNIT PRICE AND THE TOTAL PRICE (WHICH IS OBTAINED BY MULTIPLYING THE UNIT PRICE BY THE QUANTITY), THE UNIT PRICE SHALL PREVAIL AND THE TOTAL PRICE CORRECTED ACCORDINGLY, UNLESS IN THE OPINION OF THE TENDERER THERE IS AN OBVIOUS MISPLACEMENT OF THE DECIMAL POINT IN THE UNIT PRICE, IN WHICH CASE THE TOTAL PRICE AS QUOTED SHALL BE GOVERN AND THE UNIT PRICE CORRECTED ACCORDINGLY.
- (b) IF THERE IS AN ERROR IN A TOTAL CORRESPONDING TO THE ADDITION OR SUBTRACTION OF SUBTOTALS, THE SUBTOTALS SHALL PREVAIL AND THE TOTAL SHALL BE CORRECTED; AND
- (c) IF THERE IS A DISCREPANCY BETWEEN WORDS AND FIGURES, THE AMOUNT IN WORDS SHALL PREVAIL, UNLESS THE AMOUNT EXPRESSED IN WORDS IS RELATED TO AN ARITHMETIC ERROR, IN WHICH CASE THE AMOUNT IN FIGURES SHALL PREVAIL SUBJECT OF (a) AND (b) ABOVE.
- (d) IF THERE IS SUCH DESCRIPANCY IN AN OFFER, THE SAME SHALL BE CONVEYED TO THE BIDDER WITH TARGET DATE UPTO WHICH THE BIDDER HAS TO SEND HIS ACCEPTANCE ON THE ABOVE LINES AND IF THE BIDDER DOES NOT AGREE TO THE DECISION OF THE TENDERER, THE BID IS LIABLE TO BE IGNORED.

IN CASE MORE THAN ONE CONTRACTOR QUOTED THE L 1(LOWEST AND TECHNICALLY ACCEPTED) RATES, THE WORK MAY BE AWARDED THROUGH DRAW OF LOTS.

I/We agree with above and all other terms & conditions of the contract.