

Name of Works: **SERVICE CONTRACT FOR PROVIDING SPECIFIC FIRE SAFETY SERVICES AT BHEL - TRICHY DURING 2020-21.**

Enquiry No.: **BHEL-TRY/ WCM/9472000037/ 06.03.2020**

**BHARAT HEAVY ELECTRICALS LIMITED, TRICHY**  
**WORKS CONTRACTS MANAGEMENT**  
**NOTICE INVITING TENDER**

1.	<b>Tender Ref No:</b>	<b>BHEL-TRY/ WCM/9472000037/ 06.03.2020</b>																										
2.	Tender Type	Open Tender -Two part																										
3.	Name of works	<b>SERVICE CONTRACT FOR PROVIDING SPECIFIC FIRE SAFETY SERVICES AT BHEL -TRICHY DURING 2020-21.</b>																										
4.	Location of work	<b>BHEL-Trichy.</b>																										
5.	Period of contract	Twenty-Four months from the date of award of contract.																										
6.	Earnest Money Deposit Amount	₹1,87,442 /- (Rupees One Lakh Eighty thousand four hundred and Forty two only)																										
7.	Contents of Tender Document.	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;"><b>A) Part-I Technical Bid</b></td> <td style="text-align: right;"><b>Pages</b></td> </tr> <tr> <td>ANNEX-1A (Technical Bid-Qualifying Criteria)</td> <td style="text-align: right;">05</td> </tr> <tr> <td>ANNEX -1B (Scope of Work &amp; Technical Terms and Conditions)</td> <td style="text-align: right;">07</td> </tr> <tr> <td>ANNEX -1C (General Terms &amp; Conditions of Contract)</td> <td style="text-align: right;">11</td> </tr> <tr> <td>ANNEX -1D (Special Terms &amp; Conditions of Contract)</td> <td style="text-align: right;">02</td> </tr> <tr> <td>ANNEX - A (Declaration)</td> <td style="text-align: right;">01</td> </tr> <tr> <td>ANNEX - B ( No deviation certificate)</td> <td style="text-align: right;">01</td> </tr> <tr> <td>ANNEX - C (Tender Opening authorization letter)</td> <td style="text-align: right;">01</td> </tr> <tr> <td>ANNEX - D ( EFT Format )</td> <td style="text-align: right;">01</td> </tr> <tr> <td>ANNEX - E ( CA Certificate for MSE Bidder)</td> <td style="text-align: right;">01</td> </tr> <tr> <td>ANNEX -F ( EMD payment Instruction E-COLLECT)</td> <td style="text-align: right;">01</td> </tr> <tr> <td><b>B) Part- II Price Bid</b></td> <td style="text-align: right;"><b>Pages</b></td> </tr> <tr> <td>ANNEX -II (Price bid)</td> <td style="text-align: right;">01</td> </tr> </table>	<b>A) Part-I Technical Bid</b>	<b>Pages</b>	ANNEX-1A (Technical Bid-Qualifying Criteria)	05	ANNEX -1B (Scope of Work & Technical Terms and Conditions)	07	ANNEX -1C (General Terms & Conditions of Contract)	11	ANNEX -1D (Special Terms & Conditions of Contract)	02	ANNEX - A (Declaration)	01	ANNEX - B ( No deviation certificate)	01	ANNEX - C (Tender Opening authorization letter)	01	ANNEX - D ( EFT Format )	01	ANNEX - E ( CA Certificate for MSE Bidder)	01	ANNEX -F ( EMD payment Instruction E-COLLECT)	01	<b>B) Part- II Price Bid</b>	<b>Pages</b>	ANNEX -II (Price bid)	01
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8.	Address for submission of offer / Pre bid meeting	<p><b>PHILIP P G, DGM / WCM</b>  <b>Works Contracts Management (WCM)</b>  <b>Building 53, First Floor,</b>  <b>BHEL, High Pressure Boiler Plant,</b>  <b>Trichy - 620 014</b>  <b>Note:</b> The offer may be submitted in person by dropping the same in tender box kept at above mentioned address.</p>																										
9.	Contact details for queries related to tender	<p><b>Satya Prakash, Dy. Manager / WCM;</b>  0431 257 5242; e-mail: <a href="mailto:satyaprakash@bhel.in">satyaprakash@bhel.in</a>  <b>Philip P G, DGM/ WCM;</b>  0431 257 1913; e-mail: <a href="mailto:philip@bhel.in">philip@bhel.in</a></p>																										
10.	Contact details for queries related to scope of work	<p><b>Shri Major S Palanivelu, DCSO /Security /BHEL-Trichy</b>  <b>0431 257 7533; e-mail : spv@bhel.in</b></p>																										
11.	Pre bid meeting	<b>11.03.2020 / 10:30Hrs.</b>																										
12.	Due date for submission of offer	<b>21.03.2020/ 10:00 Hrs.</b>																										
12.	Due date for opening of Techno -Commercial Bid	<b>21.03.2020/ 10:30 Hrs.</b>																										

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**INSTRUCTIONS TO THE TENDERER**

The offer may be sent by registered post / courier to DGM, Works Contracts Management, 53 Building, BHEL, Tiruchirappalli 620 014 or may be dropped in person in the Tender Box kept at Works Contracts Management, 53 Building, BHEL, Trichy- 620 014 or **may also be submitted through e-mail to satyaprakash@bhel.in / philip@bhel.in as 1) Part-I (Techno-Commercial bid) & (2) Part-II (Price bid) in separate password protected pdf. files along with details of payment made against EMD vide SBI Collect (Done before tender opening) on or before due date of submission of offer as per Notice inviting tender. The password shall be sent to above mentioned e-mail ids only on request.**

BHEL shall not be responsible for any postal delay or delay in receipt of offer sent through e-mail due to any reasons. Offer received after due date and time will not be considered for evaluation.

Bidder shall submit their offer in two parts viz. (1) Part-I (Techno-Commercial bid) (2) Part-II (Price bid)

**1. Envelope No- 1: Part-I (Techno-Commercial bid):** This cover should be sealed and super scribed as Part-I "Technical Bid for name of the Work and Tender enquiry no". This cover should contain signed and stamped accepted tender document, No Deviation certificate and documentary evidence in support of information furnished in tender.

No deviation certificate should be submitted in the vendor Letter head (Format attached as annexure-A) with duly signed and stamped as token of acceptance to the scope of work and tender terms and Conditions.

**2. Envelope No- 2: Part-I (Earnest money Deposit):** This cover should be sealed and super scribed as Part-I "Earnest Money Deposit (EMD)" for name of the Work and Tender enquiry no". This cover should contain EMD in the form of Cash deposit (Done before tender opening) / Bankers Cheque / Pay order / DD / FDR drawn in favor of BHEL, Trichy (Along with offer)/ EFT payment details vide SBI Collect as EMD (Done before tender opening) or valid documents in support of being MSE ( Micro or small Enterprise).

**3. Envelope No- 3: Part-II (Price bid):** This cover should be sealed and super scribed as Part-II "Price bid for name of the Work and Tender enquiry no". This cover should contain price bid as per tender document with quoted rates for the scope of work and applicable taxes (GST).

Any other information in price bid will not be considered. The envelope shall be sealed and super scribed as Price Bid for NIT / Enquiry No.

**4. Envelope No- 4: Offer:** This cover should be sealed and super scribed as "Name of the Work and Tender Enquiry Number" as per NIT. This cover should contain above mentioned three covers: Envelope No- 1: Part-I (Techno-Commercial bid), Envelope No- 2: Part-I (Earnest money Deposit) and Envelope No- 3: Part-II (Price bid).

**Note:**

1. The quoted rates shall be valid up to **180 days** from date of Tender opening.
2. The rates shall remain firm for the entire period of the contract in case WO is awarded.
3. If the Contractor back outs after opening of technical bid / Price bid / award of work, the contractor is liable for forfeiture of the Earnest Money Deposit (EMD) and Security Deposit (SD) paid.
4. **Evaluation of the offer shall be done on "Net Cash outflow to BHEL after taking into account applicable Taxes and Duties".**
5. **BHEL reserves the right to increase or decrease the tendered quantity.**
6. **BHEL does not guarantee any minimum quantity.**
7. Income Tax deduction at source as applicable in the IT Act from time to time will be made on the value of the bills in the absence of Income Tax Exemption Certificate from the concerned IT officer.

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**IMPORTANT POINTS TO BE TAKEN CARE OF WHILE SUBMITTING OFFER.**

- (a) Should a Tenderer find discrepancies or omissions in the Tender documents or should there any doubt as to their meaning, he should at once address the authority inviting the Tender, for clarification well before the due date, so as to submit his Tender in time. (No extension of time shall be given for submission of the Tender on any account)
- (b) Conditional and late Tenders, Tenders containing prima-facie absurd rates and amounts, Tenders which are incomplete or otherwise considered defective and Tenders not in accordance with the Tender conditions herein contained and the Tenders not in original **ARE LIABLE TO BE REJECTED**
- (c) New vendors responding against BHEL web site / NIC / CPPP, may visit the area of work, if they want, to know the scope / work details and also area of work, prior to quoting.
- (d) All pages of the tender document and supporting documents shall be dully signed, stamped and Submitted along with the offer as token of acceptance.
- (e) Documents not signed and stamped by the authorized signatory of the bidder shall not be accepted and considered for evaluation of bid.
- (f) Any additional documents submitted by the bidder during processing of the tender shall not be accepted unless it is dully signed, stamped even if the documents are received in soft form.
- (g) All entries in the Tender documents should be in one ink. Erasures and overwriting are not permitted. All cancellations and insertions should be duly attested by the Tenderers concerned.
- (h) Bidder has to quote as per the Work / Rate schedule. Price bid quoting in any other form will not be accepted and will be rejected.
- (i) Bidder has to quote in figures as well as in words for all the items shown in the attached schedule.
- (j) The Tender must be signed separately and legibly by Partner / Director of the Firm or by the person holding the Power of Attorney on behalf of the Firm concerned. In the latter case, a copy of Power of Attorney, duly self-attested must be accompanied.
- (k) If a Tenderer deliberately gives wrong information in his Tender or creates conditions favorable for the acceptance of his Tender, the BHEL will REJECT SUCH TENDER AT ANY STAGE.
- (l) Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
- (m) Canvassing in any form in connection with Tenders is strictly prohibited and the Tenders submitted by the Contractors who resort to canvassing will be liable for rejection.
- (n) Should a Tenderer's or a Contractor's or in the case of a firm or company of Contractors / any of its Directors / Managing partner's / Managing director and there relative is employed in BHEL, the authority inviting the Tenders shall be informed in writing of this fact at the time of submission of the Tender, failing which the Tender may be disqualified, or if such fact subsequently comes to light, the Contract may be cancelled.
- (o) The Tender schedule and the Tender shall be deemed to form an integral part of the Contract to be entered into for this work.
- (p) Submission of Tenders by electronic media like e-mail, Internet, fax etc. followed by hard copy, is acceptable and will be at the sole risk of the Tenderer. The Tenders thus submitted will be final and binding on the Tenderer. BHEL will not be responsible for any consequences that may arise in this regard.
- (q) Late and Delayed Tenders will be summarily rejected and under no circumstances it will be considered and accepted.
- (r) **Offer without EMD / supporting documents to avail waiver of EMD in separate Cover will be summarily rejected.**

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- (s) The contractor must satisfy himself by personal study and examination of the specifications furnished and understand thoroughly the scope of proposed work in detail and all conditions affecting the work before entering into the contract.
- (t) Tenderers shall pursue carefully the instructions and directions to parties in tendering and the conditions of the agreement and all other relevant documents before tendering the rates for the work. The approximate quantity of work to be executed under each clause is given in the schedule. The quantities are given with a view to enable tenderer to quote his overall rate for each class of work in the tender form and for a uniform comparison of tenders. It shall be definitely understood that BHEL does not accept any responsibilities for the correctness or completeness of this schedule and the schedule is liable to alternations by omissions, deductions or additions at the discretion of accepting authority. In case of any doubts/clarifications, he is advised to approach BHEL-Trichy before tender submission.
- (u) **Before quoting rates for the work, the tenderer may inspect the site of work, and should satisfy himself about the nature and scope of work to be executed. BHEL will not, however, after acceptance of a contract rate, pay extra charges for any other reason. In case the contractor is found later on to have misjudged the nature and scope of the work and also the availability of materials, no additional payment shall be made.**

**Check list for submission of offer**

Sl. No	Description	Remarks
1	Separate <b>Part-I: EMD</b> cover containing Earnest Money Deposit amount of ₹1,87,442 /- (Rupees One Lakh Eighty thousand four hundred and Forty two only) and super scribed with Tender reference number and Name of work.	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not enclosed
	<p><b>a.</b> EMD may be submitted in the form of Cash deposit (Before tender opening) / Bankers Cheque / Pay order / DD / FDR drawn in favor of BHEL, Trichy (Along with offer)/ EFT payment details vide SBI Collect as EMD (Before tender opening).</p> <p><b>b.</b> EMD is waived off based on submission of UAM along with CA Certificate (As per Annexure-I of tender document) issued for latest financial year ending on 31st March 2019 or later / Valid EM-II with deemed validity of five years from the date of issue of EM-II as on date of technical bid opening / EM-II along with latest CA certificate (As per Annexure-I of tender document) issued for latest financial year ending on 31st March 2019 or later where deemed validity of five years is expired / Valid NSIC Registration Certificate as on date of technical bid opening / Valid Registration to any other body as specified by ministry of MSME. <b>The MSE documents shall be notarized/ attested by gazetted officer.</b></p> <p><b>EMD in any other form (One Time EMD, BG for full amount of EMD etc.) is not acceptable.</b></p>	
Sl. No	Description	Remarks
2	Separate <b>Part-I: Technical Bid</b> cover (super scribed with <b>Tender reference number and Name of work</b> ) containing duly filled, signed and stamped copy of <b>tender document</b> along with following supporting documents to meet the pre-qualification criteria.	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not enclosed
2.1	Duly signed and stamped copy of documentary evidence in support of <b>Status of the Enterprise/ Company/ Firm</b> as indicated in pre-qualification criteria.	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not enclosed
2.2	Duly signed and stamped copy of documentary evidence for Minimum one year of experience of execution of works as per scope of work or works of similar nature related to Fire safety services / security services in any Central / State Govt. / PSU / Private company executed after 31st March, 2012 as per C: "Pre- qualification Criteria: Technical competency & Financial soundness" of technical bid.	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed

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2.3	Duly signed and stamped copy of (Income Tax Return acknowledgment, Balance Sheet and Profit & loss account statement duly signed by CA with CA membership number) for minimum average annual financial turnover of <b>₹14.06 lakhs</b> or more for any three consecutive years out of last five financial years ending on 31st March 2019.	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
2.4	Duly signed and stamped copy of Income Tax Registration ( PAN )	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not enclosed
2.5	Duly signed and stamped copy of Goods and Service Tax ( GST ) Registration Document	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not enclosed
2.6	Duly signed and Sealed copy of <b>“No deviation certificate”</b> and <b>“Declaration”</b> in letterhead as per enclosed Annexure- A & B of tender document	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not enclosed
2.7	Applicable GST % against the scope of work	<input type="checkbox"/> Confirmed / <input type="checkbox"/> Not Confirmed
3	Separate <b>Part-II (Price Bid)</b> cover (superscribed with <b>Tender reference number and Name of work</b> ) duly filled, signed and stamped.	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not enclosed
4	All the above documents / covers kept in separate Envelope and superscribed with <b>Tender reference number and Name of work</b>	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not enclosed
<p>Note: Bidders are requested to submit documents to meet the pre-qualification criteria of tender only. Additional documents not relevant to tender pre-qualification criteria / tender need not be enclosed along with the offer</p>		

**PART-I (TECHNO COMMERCIAL BID)**

**A: (Bidders Profile)**

1.	Name of the Enterprise/ Company/ Firm.	
2.	Name of Directors / Partners / proprietor of Enterprise/ Company/ Firm	
3.	Registered Address of Enterprise/ Company/ Firm	
4.	Contact Details : Landline /Mobile number:.	
5.	E-mail Address for communication w.r.t tender / award of work.	
6.	Name and Contact details of person for communication related to Tender	
7.	BHEL Vendor Code (If any)	BHEL- Trichy Vendor Code: ..... ( If vendor code is not available, kindly Submit the original RTGS Format duly filled and signed as per Annexure-C along with cancelled cheque leaf )
8.	<b>PF Registration (As applicable)</b> To be obtained before start of work if already not registered	( ) Registered ( ) Not Registered PF Registration No: ..... (Copy of registration to be attached)
9.	<b>ESI Registration (As applicable)</b> To be obtained before start of work if already not registered	( ) Registered ( ) Not Registered ESI Registration No: ..... (Copy of registration to be attached)
10.	<b>Labour License (As applicable)</b> To be obtained after award of work and before start of work	( ) Registered ( ) Not Registered Labour License No: ..... (Copy of Labour license to be attached)

**NOTE:**

If vendor fails to get PF / ESI /Labour License (As applicable) before start of work, EMD / SD shall be forfeited and penal action shall be taken as per Extant rules of BHEL.

**B: Pre- qualification Criteria: Earnest Money Deposit (EMD) & status of firm**

<b>1</b>	<p><b>EMD amount:</b> ₹1,87,442 /- (Rupees One Lakh Eighty thousand four hundred and Forty-two only) EMD may be submitted in following ways:</p> <p>i) Electronic fund transfer credited in BHEL account (Before Tender Opening). (Refer Annexure -C for making EMD payment through SBI-E collect)</p> <p>ii) In the form of Cash deposit (Done before tender opening) / Bankers Cheque / Pay order / DD / FDR (Along with offer) drawn in favour of BHEL - Trichy, payable at Trichy issued by Scheduled Bank / Nationalized bank / Consortium banks.</p> <p><b>EMD in any other form (One Time EMD, BG for full value of EMD etc.) is not acceptable.</b></p> <p>EMD is waived off based on submission of UAM along with CA Certificate (As per Annexure-I of tender document) issued for latest financial year ending on 31st March 2019 or later / Valid EM-II with deemed validity of five years from the date of issue of EM-II as on date of technical bid opening / EM-II along with latest CA certificate (As per Annexure-I of tender document ) issued for latest financial year ending on 31st March 2019 or later where deemed validity of five years is expired / Valid NSIC Registration Certificate as on date of technical bid opening / Valid Registration to any other body as specified by ministry of MSME. <b>The MSE documents shall be notarized/ attested by gazetted officer.</b></p>	<p><b>DD/ FDR / PAY ORDER DETAILS:</b> AMOUNT: ₹ INST. NO: INST. DATE: ISSUING BANK:</p> <p style="text-align: center;"><b>OR</b></p> <p><b>RTGS PAYMENT DETAILS:</b> AMOUNT: ₹ RECEIPT NO: RECEIPT DATE: BANK DETAILS:</p> <p style="text-align: center;"><b>OR</b></p> <p><b>MSME / NSIC / SSI REG. DETAILS:</b> REG.NO: REG. DATE: REG. CATEGORY: ( ) MICRO / ( ) SMALL</p>
<b>2.</b>	<p>Status of the Enterprise/ Company/ Firm. ( Vendor to provide the details and copy of document in support of above )</p>	<p>Status:.....</p> <p>Reg. No: .....</p> <p>Reg. Date: .....</p>
<p>Following documents may be submitted based on status of Enterprise/ Company/ Firm.</p>		
2.1	Sole Proprietorship	Trade License / GST registration / Auditor's letter
2.2	Partnership	Registered Partnership Deed and (Trade License / GST registration)
2.3	Private Limited Company / Public Limited Company / Public Sector / Govt. Org	Certificate of Registration/Memorandum of Association & Articles of Association
2.4	Others	Supporting document for the same.

**C: Pre- qualification Criteria: Technical competency & Financial soundness**

<b>TECHNICAL COMPETENCY</b>	
<b>1.</b>	<p>Vendor shall have valid license from Tamil Nadu government authorities for carrying out the Fire safety services /security services in Tamil Nadu, under the registration of private security agency (Regulation) Act 2005 (PSARA). ( Copy of registration certificate to be enclosed )</p> <p style="text-align: right;"><input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed</p>
<b>2</b>	<p>Minimum one year of experience of execution of works as per scope of work or works of similar nature related to Fire safety services /security services in any Central / State Govt. / PSU / Private company executed after 31st March, 2012. ( Experience proof from BHEL shall contain work order copies and experience proof from other than BHEL shall contain WO copies along with Form 26 AS / TDS Certificate / Bank Statement for payment from the organization for the work executed ).</p>
<b>2.1</b>	<p><b>Details of Work Order /Agreement to be considered against work experience:</b></p> <p>WO / Agreement Ref No.....Customer: .....</p> <p>Name of Work: .....</p> <p>Contract Value: ..... Contract Period: .....</p> <p><b>WO / Agreement copy:</b> ( ) Enclosed / ( ) Not Enclosed</p> <p>Form 26AS/ TDS certificate / Bank statement for payment received from customer against the above contract ( ) Enclosed / ( ) Not applicable for BHEL Work orders.</p>
<b>2.2</b>	<p><b>Details of Work Order /Agreement to be considered against work experience:</b></p> <p>WO / Agreement Ref No.....Customer: .....</p> <p>Name of Work: .....</p> <p>Contract Value: ..... Contract Period: .....</p> <p><b>WO / Agreement copy:</b> ( ) Enclosed / ( ) Not Enclosed</p> <p>Form 26AS/ TDS certificate / Bank statement for payment received from customer against the above contract ( ) Enclosed / ( ) Not applicable for BHEL Work orders.</p>
<b>2.3</b>	<p><b>Details of Work Order /Agreement to be considered against work experience:</b></p> <p>WO / Agreement Ref No.....Customer: .....</p> <p>Name of Work: .....</p> <p>Contract Value: ..... Contract Period: .....</p> <p><b>WO / Agreement copy:</b> ( ) Enclosed / ( ) Not Enclosed</p> <p>Form 26AS/ TDS certificate / Bank statement for payment received from customer against the above contract ( ) Enclosed / ( ) Not applicable for BHEL Work orders.</p>

2	FINANCIAL SOUNDNESS		
2	Vendor shall have average annual turnover ₹ <b>14.06 lakhs</b> or more for any three consecutive years out of last five financial years ending on <b>31<sup>st</sup> March 2019</b> (2014-15, 2015-16, 2016-17, 2017-18 & 2018-19 ) or Assessment years (2015-16, 2016-17, 2017-18, 2018-19 & 2019-20)	Financial Year	Annual Turnover ( Sales )
		2014-15	₹.....Lakhs
		2015-16	₹.....Lakhs
		2016-17	₹.....Lakhs
		2017-18	₹.....Lakhs
		2018-19	₹.....Lakhs
		Average Annual Turnover of any three consecutive years.	₹.....Lakhs
2.1	Profit and Loss account statement & Balance Sheet for any three consecutive years out of last five financial years ending on <b>31<sup>st</sup> March 2019</b> (2014-15, 2015-16, 2016-17, 2017-18 & 2018-19) or Assessment years (2015-16, 2016-17, 2017-18, 2018-19 & 2019-20) duly certified by chartered accountant with CA membership number. (Non-submission of document for any three consecutive years will lead to rejection of offer)	<b>Financial year</b>	<b>Please Tick (√) in the appropriate box</b>
		2014-15	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
		2015-16	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
		2016-17	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
		2017-18	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
		2018-19	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
2.2	Income Tax Return Acknowledgment for any three consecutive years out of last five financial years on <b>31<sup>st</sup> March 2019</b> (2014-15, 2015-16, 2016-17, 2017-18 & 2018-19) or Assessment years (2015-16, 2016-17, 2017-18, 2018-19 & 2019-20) (Non-submission of document for any three consecutive years will lead to rejection of offer)	<b>Assessment year</b>	<b>Please Tick (√) in the appropriate box</b>
		2015-16	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
		2016-17	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
		2017-18	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
		2018-19	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
		2019-20	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed

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**D: Pre- qualification Criteria: Statutory requirements & acceptance to Tender terms & conditions**

<b>1</b>	<b>Income Tax Registration (PAN)</b> (Documentary evidence to be enclosed )	PAN: ..... Self-attested copy of <b>Income Tax Registration</b> <input type="checkbox"/> Enclosed / <input type="checkbox"/> Not enclosed
<b>2</b>	<b>Goods and Service Tax (GST) Registration</b> (If any specific exemption is available, a declaration with due supporting documents need to be furnished for considering the offer )	GST No: ..... Self-attested copy of <b>Goods and Service Tax (GST)Registration</b> <input type="checkbox"/> Enclosed / <input type="checkbox"/> Not enclosed / <input type="checkbox"/> Exempted
<b>3</b>	<b>Declaration and No Deviation Certificate</b> duly signed by Vendor as per attached Annexure- A & Annexure-B in Enterprise/ Company/ Firm letterhead.	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not enclosed
<b>4</b>	Applicable GST % against the scope of work	_____ % GST ( Vendor to confirm )

**NOTE:** Self attested copy of all the documents should be submitted along with Tender, if at any stage, the document(s) submitted by Contractor is / are found incorrect / false / fake, the necessary action will be taken by BHEL against Contractor viz., legal, Contractual, BHEL Policy / Procedural Actions in whatsoever manner as deemed fit.

The bidder shall sign on all the copies of technical bid and affix his seal

**PART-I (TECHNO COMMERCIAL BID)**

**SCOPE OF WORK AND TECHNICAL TERMS & CONDITIONS**

**A. BILL OF QUANTITY**

Sl No	Description of work	UOM	Approx. Quantity
1	Providing firemen services at 10 locations and Fire safety supervisor service at 06 locations at the three Fire Stations viz. SSTP Fire Station, Unit-I Fire Station & Unit-II Fire Stations of Bharat Heavy Electricals Limited, Tiruchirappalli round the clock on all days of the week including Sundays and holidays as per scope of work	Month	24

**B. SCOPE OF WORK**

**SCOPE OF WORK:**

- 1.1 To provide firemen service at 10 locations and Fire safety supervisor service at 06 locations in a day at the three Fire Stations viz. SSTP Fire Station, Unit-I Fire Station & Unit-II Fire Stations of Bharat Heavy Electricals Limited, Tiruchirappalli. Services have to be provided in round the clock shifts on all days of the week including Sundays and Holidays and should provide service along with the existing BHEL Fire Service Personnel. The location of the service to be provided in each day will be decided by the In-Charge-Fire Service/Dy. Chief Security Officer/Chief Security Officer.
- 1.2 Fire Safety services includes to take all measures for the safety of the LPG Bullets, LPG pipeline installed from the bullets and also all buildings, equipment, appliances, furniture, machinery fixtures, fittings, office records etc. Fire Safety personnel deployed for duty will have to remain vigilant and alert. In case of Fire/Gas Leakage they should immediately inform Fire Service authorities who will take necessary action to seal the leakage and prevent fire. The Fire Safety personnel shall be responsible for safeguarding men and material of factory and adjacent areas from fire. In case of emergency, the Fire Safety Personnel should be able to handle / operate the Fire Fighting equipments located at the MHD Bullets premises.

**2. SUPERVISION & CONTROL:**

- 2.1 BHEL, Tiruchirappalli – 620 014 (hereinafter called the ‘Company’) shall nominate one or more of its Officer/Supervisors at the respective locations for the proper implementation of the contract and to issue Instructions to the Fire Safety personnel provided by the Agency (M/s. \_\_\_\_\_) (hereinafter called as ‘contractor’) on behalf of the company.
- 2.2 The Officer/Supervisor so nominated by the company shall exercise supervision and control over the services being performed by Fire Safety personnel of the agency. Any instructions issued by them shall be promptly attended to by the contractor and his Fire Safety personnel.

**3. SERVICE ALLOCATION:**

The contractor should provide Fire Safety service as mentioned in Letter of Intent to carry out the duties under this contract.

- 3.1.1 No separate payment will be made by the company towards relievers for the personnel posted under this contract, since the charges payable includes weekly off/leave/National Holidays/other holidays.
- 3.2 The contractor shall ensure that the **Fire Safety personnel** provided to the company must have passed 10<sup>th</sup> standard from a recognized board/institution for **firemen service** and graduation from a recognized university for **supervisor service**, must have completed basic course on elementary firefighting (6 months) from a recognized institution / must have worked as Firemen/ Fire Safety supervisor in a reputed organization/PSU for minimum of two years, must be physically fit and capable of performing strenuous duties in day and night shifts, minimum height 167 cms, preferably under the age of 60 years for Fire Supervisors and 50 years for firemen . Holding valid heavy vehicle driving license for firemen is essential.
- 3.3 The company may call for proof of fitness, including Police verification from the contractor in respect of any Guard/Fireman and if necessary order the contractor to get any guard medically checked by an authorised Company Doctor at the contractor's expenses and withdraw him from duty if found unfit.
- 3.4 The contractor shall in respect of each employee supply to the company on the following information:  
  
Name, Father's Name, date of birth, educational qualification, two identifying body marks, full residential address and passport size photographs, marital status and detailed biodata.
- 3.5 The contractor shall not substitute Fire Safety personnel with another without the approval of the company. They should be ready to attend duty in round the clock shifts in all duty areas of BHEL.
- 3.6 The contractor shall provide each employee with an identity card with photograph.
- 3.7 The contractor shall ensure that the Fire Safety personnel provided by him to the company are not members of any trade union of the employees of the 'company' and they shall not interfere with the affairs of the company.
- 3.8 Fire Safety personnel provided by the contractor to the company shall not be company employees, but of the contractor for all purposes of the contract.
- 3.9 In case of necessity the company may within 30 days' notice ask the contractor to increase the service as specified by the company and the contract value will be changed proportionately.

**4 DUTIES:**

Duties of the Fire Safety service personnel and the contractor shall include the following:

**4.1 FIRE SAFETY SERVICE PERSONNEL:**

- 4.1.1 To attend emergency situations and protect men, material, environment and properties of BHEL Trichy Unit from all type of fire accident and emergencies. Deal company visitors, customer officials and employees courteously and politely and to maintain integrity, orderliness and

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discipline and be in proper prescribed neat and tidy uniform while on duty. Carry out all duties and tasks allotted by the competent officer/supervisor sincerely and to the best of his ability.

- 4.1.2 To guard/patrol/check during day and night and ensure that no Fire break out, LPG leakage, maintain firefighting equipment intact, carry our periodic check of firefighting equipment etc. in the area of his duty.
- 4.1.3 Checking and maintaining firefighting appliances and its equipment, assisting in testing fire hydrants etc.
- 4.1.4 To see that fire equipment installed in the area under his watch is in working condition and bring to the notice of his superiors any defect or shortcomings.
- 4.1.5 To bring to the notice of his supervisor or the competent BHEL officer any untoward occurrence on the premises, preferably in writing.

**4.2.0 CONTRACTOR**

- 4.2.1 The contractor shall arrange to post Fire Safety Personnel at such places and in such manner that guarding and patrolling whenever necessary in the areas / premises is done throughout 24 hours of the day, as per the instructions of company supervisor / officer.
- 4.2.2. In order to ensure that the Fire Safety Personnel are able to discharge their duties, the contractor shall provide them with all necessary facilities in the form of batons, uniforms, shoes and other uniform items etc. at his own cost.
- 4.2.3. Contractor shall supervise the performance of the Fire Safety Personnel adequately and ensure that performance and turnout are such that the purpose of the contract is fully achieved.
- 4.2.4. The contractor shall visit the contractual area premises every week and meet the competent company official or whenever specially called by the latter and carryout the tasks assigned efficiently, diligently and to the satisfaction of the company.
- 4.2.5 The contractor shall be responsible for the orderly and disciplined behaviour of his employees towards all, including company employees. The contractor will take suitable action against his employees responsible for misconduct and so named by the competent company official.
- 4.3.6 The contractor shall ensure that any dispute between him and his employees ie. Fire Safety Personnel is settled outside the premises and he shall not utilize company's premises, property etc for this purpose.
- 4.3.7 The contractor shall preserve all records maintained for the company and hand them over to the concerned official from time to time and positively at the end of the contract period.

The contractor shall pay the wages to the Fire Safety Personnel as per the minimum wages fixed by BHEL.

The contractor shall issue salary slip to each employee every month indicating each component of payments and recoveries. A copy of the payment statement should be submitted to BHEL Finance and Security Department even if payment is made through ECS.

- 4.3.8 The contractor should ensure the payment of minimum wages fixed by the Govt. of Tamil Nadu from time to time, to their Fire Safety staff and comply the other statutory requirements such as depositing statutory contributions to the concerned authorities regularly.

- 4.3.9 The photocopies of the bank challan for payment of PF/ESI contribution paid as applicable in respect of Fire Safety personnel covered under this contract along with an extract of persons employed at the respective sites pertaining to the previous month shall be submitted by the contractor to the Competent Authority, HRM/Welfare and Finance Revenue sections along with monthly bill.
- 4.3.10 The contractor shall make available all the records required to be maintained under various statutes for verification by BHEL representatives as and when required.
- 4.3.11 It will be open to BHEL to ask for replacement of any or all the staff if he / they do not fully meet our Fire Safety requirement. Alternatively, the contractor may withdraw his personnel for administrative reasons but they should be suitably replaced and be acceptable to BHEL if the Fire Safety Personnel are found in disciplined, he/they be repatriated to the contractor immediately.
- 4.3.12 The contractor will give certificate that Fire Safety personnel posted at the respective sites are your personnel and not drafted from other agencies on deputation or attachment. Suitable certificate in this regard should be sent before deployment of Fire Safety personnel at the respective sites.
- 4.3.13 The contractor will obtain a licence before deploying the Fire Safety personnel at respective sites as required under the Contract Labour (Regulation & Abolition) Act 1970 / Central and State Rules framed thereof and furnish a photo copy of the said licence to the issuing officer.
- 4.3.14 The contractor will issue employment cards in the prescribed form as required under Contract Labour (Regulation & Abolition) Act Rules immediately on deployment of Fire Safety personnel at the respective areas.
- 4.3.15 The contractor will also comply with all the provisions as applicable under Contract Labour (Regulation & Abolition) Act 1970 / Central Regulation /Rules 1971 and State Act /Rules framed there under.
- 4.3.16 Accommodation of Fire Safety Personnel shall be arranged by the contractor at his cost. However, suitable common accommodation if available may be provided to the agencies for the use of Fire Safety personnel deployed by them at the location on payment as directed by BHEL Administration. No Fire Safety personnel other than those on duty shall remain in the factory premises. They shall not be permitted to stay in the Factory premises.
- 4.3.17 The contractor shall ensure that Fire Safety Personnel attend duties in prescribed uniform only.
- 4.3.18 The contractor shall have to execute an agreement in the prescribed form (on Rs.100/- bond paper) indicating the terms of the contract.

## **5. TERMINATION:**

Notwithstanding anything contained herein the contract may be terminated with due notice of one month on either side.

## **6. GENERAL:**

- 6.1 The contractor agrees to indemnify the company against all claims and losses arising as a liability under the Payment of Wages Act, Employees Provident Fund & Miscellaneous Provisions Act, Industrial Disputes Act, Employees State Insurance Act, Contract Labour (Regulation & Abolition) Act, Workmen's Compensation Act, Arbitration Act, Minimum Wages

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Act, Inter State Migration Act etc. or any civil or criminal law in force so far as they relate to Fire Safety personnel employed by the contractor for the company.

- 6.2 The liability of any compensation for injury to the Fire Safety personnel or others arising as a result of duties by security staff shall be that of the contractor.
- 6.3 Income Tax or any other statutory dues liable to be paid by the contractor shall be recovered from the bills of the contractor for which TDS certificate will be issued by BHEL.
- 6.4 With regard to the interpretation of the terms and conditions of this contract, the decision of the Head of the Unit / BHEL – Tiruchirappalli shall be final, keeping in view all overall framework of BHEL Works Policy.
- 6.5 Any addition / deletion on the scope of work and terms & conditions under this contract shall be implemented based on mutual discussions between the “company” and the “contractor”.
- 6.6 Disputes or differences arising from this tender or in any manner connected therewith shall be subjected to the following disputes resolution mechanism:
  - i) Any dispute shall initially be referred to the designated Senior Management of the parties for amicable settlement. Parties shall nominate two persons each from their senior management within 10 days of a dispute arising.
  - ii) If no amicable settlement is arrived at within 30 days, then any party may refer the dispute to sole arbitrator to be nominated by the Head of HR, BHEL, Trichy. The place of arbitration shall be at Trichy. All arbitration proceedings shall be conducted in English in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
  - iii) The arbitration award shall be final and binding upon the parties and each party will bear its own costs of arbitration and equally share the fees of the arbitral tribunal.
  - iv) All disputes shall be subject to the exclusive jurisdiction of the Courts at Trichy.

**C. CONTRACT PERIOD AND PLACE OF WORK:**

**CONTRACT PERIOD:** Twenty-Four months from the date of award of contract.

**PLACE OF WORK:** The work shall be carried out at in and around BHEL-Trichy.

**D. PAYMENT TERMS:**

1. Payment will be made after completion of work on pro-rata basis based on actual Services provided as per scope of work and BOQ after acceptance and certification of Area in charge (BHEL Executive). Payment shall be made after 45 days of submission of bill complete in all respect.
2. In lieu of services offered by the contractor, the company shall pay at the rate agreed to during the validity of the contract (details as per Letter of Intent). However, the payment will be subject to production of proof regarding minimum wages payable as per Government of Tamil Nadu notification applicable from time to time.
3. The company shall however, undertake to pay the wages fixed by Govt. of Tamil Nadu. For delay in payments, the contractor shall be at liberty to approach senior company officials. Any over payment made to the contractor whether due to fault of the contractor/BHEL shall be recoverable from the contractor as deduction from its bills.
4. The contractor shall ensure that men security personnel are employed on 8 hours shift duties per day. Absenteeism if any, may have to be met by the contractor from out of the relievers

- only. The company shall not be responsible for payments for excess, additional duties performed on holidays and any overtime for extended hours of duty not approved by the company. For this the contractor shall maintain an attendance register and muster roll of payments for the employees which the assigned company officials shall be entitled to inspect.
5. The contractor's services rendered is accounted for the calendar month. As such contractor's bills will be forwarded to BHEL/HRM/Welfare Department in duplicate through the Head of BHEL Security Department by 1<sup>st</sup> of each month. The wage bill shall be accompanied by documents ie. Attendance statements, acquittance register of previous month, copies of PF/ESI challans and any other documents as required by BHEL or as applicable under the laws in force.
  6. The contractor shall disburse all payments due to the employees (inclusive of wages, bonus, gratuity / terminal benefits) by 7<sup>th</sup> of each month but in any case not later than 10<sup>th</sup> in the presence of a company representative who will countersign the register in proof of payments. Initially, the contractor should make payment to his security personnel on the earmarked date and should not cause any delay which may occur due to official sanctions and clearance.
  7. Delayed, non-payment or short payment of wages to his employees by the contractor shall be viewed seriously by the company and action including deduction from agency charges may be made by the company.
  8. Any deficiency in work in the above mentioned contract will lead to penal charges to the extent of work affected in terms of percentage or on pro-rata basis, as decided by BHEL. Deficiency continued will lead to termination of contract. Also, risk purchase clause will be operated to complete the work. I.e. alternate arrangement will be made by BHEL and any excess expenditure incurred in this regard will be recovered from contractor's bill.
  9. All the payments to the persons engaged in the contract will be paid only through nationalized bank. No other mode of payment (hand payment / account transfer as advance payment or any other) is acceptable as salary.

**E. LD/ PENALTY:**

1. Failure in providing fire safety services for the areas as per agreed contract conditions will be imposed fine. For every unattended area in each shift Rs. 795/- for firemen service and Rs. 815/- for fire supervisor service will be deducted from the agreed monthly payment. If the deficit of the required service exceeds beyond 10% of the required service in a month, an amount of Rs. 1590/- for each firemen service and Rs. 1630/- for each fire supervisor service will be recovered from monthly payment of the contractor.
2. Failure to make payment to the workmen on or before 7<sup>th</sup> of each month for the work done in previous month shall attract penalty of ₹ 1000/- per day of delay beyond 7<sup>th</sup> of each month.
3. The total value of penalty as per above clauses shall be limited to maximum value of 10 % of awarded value. In case of any amendment / revision, Penalty shall be linked to the amended / revised PO value.
4. The decision of the BHEL on the question whether the contractor(s) have committed such default or have failed to perform any such service efficiently and are liable to pay compensation and as to quantum of such compensation shall be final and binding on the contractor(s).

**F. LIABILITY OF CONTRACTOR(S) FOR LOSSES ETC. SUFFERED BY BHEL**

1. The contractor(s) shall be liable for all costs, damages, expenses suffered or incurred by the BHEL due to the contractor's negligence and the un workmanship like performance of any service under his contract or breach of any terms thereof or their failure to carry out the work with a view to avoid incurrence of damages etc. and for all damages or losses occurred to the BHEL or in particular to any property or plant belonging to the BHEL due to any act whether negligent or otherwise of the contractor(s) themselves or their employees. The contractor(s) shall also be liable for the interest at commercial lending rate on costs/damages/expenses. The decision of BHEL regarding such failure of the contractor(s) and their liability for the losses, etc. suffered by the BHEL shall be final and binding on the contractor(s)
2. The BHEL is entitled to claim for any damages, losses, charges, costs, or expenses suffered or incurred by them due to contractor(s) negligence's and un workmen like performance of services under the contract or breach of any terms thereof and adjust the same from the bills of the contractor directly. The total sum claimed shall be deducted from, any sum then due or which at any time hereafter may become due to the contractor(s) under this or any other contract with the BHEL. In the event of the sum which may be due from the BHEL, as aforesaid being insufficient, the balance of the total sum claimed and recoverable from the contractor(s). Should this sum also be not sufficient to cover the full amount claimed by the BHEL, the contractor shall pay to the BHEL on demand the remaining balance of the aforesaid sum claimed. The BHEL will be the sole judge determining after taking into consideration all the relevant circumstance, the quantum value of loss and also in regard to the liability of contractor(s) for such loss the amount to be recovered from them. The decision of the BHEL in this regard shall be final and binding on the contractor(s).

**PART-I (TECHNO COMMERCIAL BID)**

**ANNEXURE-IC**

**GENERAL TERMS & CONDITIONS OF CONTRACT**

**1. Definition:**

In these General Conditions of Contract, the following terms shall have meaning hereby assigned to them, except where the context otherwise requires:

- a) The "Contract" means, the documents forming the tender and acceptance thereof, together with all the documents referred to therein including general and special conditions to contract. All these documents as applicable taken together shall be deemed to form one contract and shall be complementary to one another.
- b) The "Work" means, the work described in the tender documents in individual work orders as may be issued from time to time to the contractor by the Officer-In charge within the power conferred upon him including all notified or additional items of works and obligations to be carried out as required for the performance of contract.
- c) The "contractor" means, the individual Firm or Company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the persons composing the firm or Company or the successors of the firm or company and the permitted assigns of such individual or firm or Company.
- d) " The Officer-In charge" means, the Officer deputed by the BHEL to supervise the work or part of the work.
- e) "Approved" and "Directed" means, the approval or direction of the respective area **HOD** or person deputed by him for the particular purposes.
- f) "BHARAT HEAVY ELECTRICALS LIMITED" (hereinafter referred to as BHEL) shall mean the Board of Directors, Chairman, Executive Director, General Manager or, other Administrative Officer of the said Company including AGM / WCM authorised to invite tenders and enter into contract for works on behalf of the Company.
- g) The "Contract sum" means, the sum accepted or the sum calculated in accordance with the prices accepted in tender and / or the contract rates as payable to the contractor for the execution of the work during the currency of the contract.
- h) A "week" means, Seven Days, without regard to the number of hours worked or not worked in any day in that week.
- i) A "day" means, the day of 24 hours (TWENTY-FOUR) irrespective of the number of hours worked or not worked in that day.

**2. Heading to the Contract Conditions:**

The heading to these conditions shall not affect the interpretations thereof.

**3. Deviations:**

The contractor shall not carry out any work not covered by schedule except in pursuance of the written instructions of the respective area HOD/WCM. No such work shall be valid unless the same has been specifically confirmed and accepted by BHEL in writing and incorporated in the Contract.

**4. Work to be carried Out:**

The Contract shall include all labour which may be required for the execution of the work.

The Contractor will be deemed to have satisfied himself as to the nature of the site, local facilities of access and all matters affecting the execution of the work. No. extra charges consequent on any misunderstanding in these respects or otherwise will be allowed.

**5. Assignment of Transfer of Contract:**

The Contractor shall not, assign or transfer the contract or any part thereof, or any share, or interest thereon to any other persons.

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**6. Sub-Contract:**

The Contractor shall not sublet any portion of the contract.

**7. Compliance to Regulations and Bye-Laws:**

The Contractor shall confirm to the provisions of any statute relating to the work and regulations and Bye-laws of any local authority. The Contractor shall be bound to give all notices required by statutory regulations or by-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

**8. Earnest Money Deposit (EMD) & Security Deposit (SD):**

**Earnest Money Deposit (EMD):**

Tender must be accompanied by Earnest Money for the amount mentioned in tender notice, pledged to BHEL, Trichy in any of the forms mentioned below.

**Modes of Deposit:**

The EMD shall be accepted only in the following forms:

- a) Cash deposit as permissible under the extant Income Tax Act (before tender opening)
- b) Electronic Fund Transfer credited in BHEL account (before tender opening)
- c) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer)
- d) FDR issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
- e) In addition to the above, the EMD amount in excess of ₹2,00,000 /- ( ₹ two lakhs) also acceptable in the form of Bank guarantee from scheduled banks. The bank guarantee in such cases shall be valid for at least six months. (BG Format attached as Annexure-J)

**Forfeiture of EMD:**

EMD by the tenderer will be forfeited as per tender documents if

- i) After opening the Tender, the Tenderer revokes his Tender within the validity period or increase his earlier quoted rates.
- ii) If only, a part of the work included in the tender has been awarded to the tenderer and the tenderer refuses to take up the work the amount of Earnest Money to be forfeited will be based on the value of the contract so awarded.
- iii) The Tenderer does not commence the work within the period as per LOI / Contract. In case the LOI / Contract is silent in this regard then within 7 days after award of Contract.
- iv) "GST will be charged on the EMD/SD amount forfeited from the bidder at the applicable rates. GST tax Invoice will be issued to the vendor on receipt/recovery of GST amount from the vendor"

**General Terms related to EMD:**

Earnest Money Deposit (EMD) will not carry any interest.

Earnest Money Deposit (EMD) of the successful tenderer will be retained as part of Security deposit.

The Earnest Money Deposit (EMD) will be refunded to the unsuccessful tenderers within 15 days of acceptance of the award of work by successful tenderer / expiry of offer validity period.

**Security Deposit (SD):**

The contractor whose tender has been accepted shall, within seven days of receipt of the notification of acceptance of his tender, should deposit Security deposit @ 5 % of Contract value.

EMD of the successful tenderer shall be converted and adjusted towards the required amount of **Security deposit (SD):**

**Modes of Deposit:**

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

- i) Cash (as permissible under the extant Income Tax Act)

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ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL

iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL

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)

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)

#### **General Terms related to SD:**

The security Deposit will not carry any interest.

Security Deposit shall be released to the contractor upon fulfilment of Contractual obligations as per terms of contract.

BHEL, shall not be responsible for any loss of securities due to liquidation or any other reason whatsoever or any depreciation in the value of the Securities while in their charge or for any loss of interest thereon.

NOTE: Acceptance of Security Deposit against Sl. No. (iii),(iv) and (v) above will be subject to hypothecation or endorsement on the documents (Signature of the Branch Manager must be present ) in favor 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.

All compensation or other sums of money payable by the contractor to BHEL under the terms of this contract or under any other contract with BHEL, may be deducted from the Security Deposit or realized by the sale of the securities or from the interest arising there from or from any sums which may be due or may become due to the contractor payable by BHEL, on any account whatsoever against this contract of any other contract with BHEL and in the event of his Security Deposit being reduced by reason of such deductions or sale as aforesaid, the Contractor shall within seven days thereafter make good in cash or in securities endorsed as aforesaid, any sum or sums by which the security Deposit has been so reduced.

In case of an Award of a Contract and if the Contractor fails to perform or does not comply with the Performance Evaluation Criteria, the Security Deposit will not be refunded / Bank Guarantee encashed.

**The Bank Guarantee shall be kept valid until the due date for refund of Security Deposit.**

**Security Deposit has to be deposited within 7 days of LOI/WO. Else EMD will be forfeited and may also attract the provision of "Suspension of Business dealings with Suppliers/Contractors".**

#### **9. GOODS & SERVICE TAX (GST) REGISTRATION & COMPLIANCE**

1. Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration No (GSTIN) which should be clearly mentioned in the offer. If the dealer is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer. Dealers under composition scheme should declare that he is a composition dealer supported by the screen shot taken from GST portal. The dealer has to submit necessary documents if there is any change in status under GST.
2. Supplier shall mention their GSTIN in all their invoices (incl. credit Notes, Debit Notes) 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), Billed to party (with GSTIN) & Shipped to party details, item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, Place of Supply etc.
3. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
4. Invoices will be processed only upon completion of statutory requirement and further subject to following:
  - a) Vendor declaring such invoice in Form GST ANX-1

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b) Receipt of Goods or Services and Tax invoice by BHEL

5. As the continuous uploading of tax invoices in GSTN portal (in GST ANX-1) is available for all (i.e. both Small & Large) tax payers under proposed new GST Return System, all invoices raised on BHEL may be uploaded immediately in GST portal on dispatch of material /rendering of services. The supplier shall ensure availability of Invoice in GST portal before submission of invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's GST ANX-2).
6. In case of discrepancy in the data uploaded by the 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 or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month informed by BHEL.
7. In cases where invoice details have been uploaded by the vendor but failed to remit the GST amount to GST Department (Form PMT-08 or Form GST RET-01 to be submitted) within stipulated time, then GST paid on the invoices pertaining to the month for which GST return not filed by the vendor will be recovered from the vendor along with the applicable interest (currently 24% p.a) and all subsequent bills of the vendor will not be processed till filing of the GST return by the vendor
8. In case GST credit is denied to BHEL due to non-receipt or delayed receipt of goods and/ or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount claimed in the invoice shall be disallowed to the vendor.
9. Where any GST liability arising on BHEL under Reverse Charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the vendor.
10. Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contracts. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Tax Invoice will be issued by BHEL indicating the respective supply invoice number.
11. GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 – Central Tax dated 13.09.2018. GST TDS certificate which will be generated in GST portal subsequent to vendor accepting the TDS deduction in the GST portal, will be issued to the vendor.

#### **10. Orders under the Contract:**

All orders, notices etc. to be given under the contract shall be in writing, typescript or printed and if sent by registered post to the address given in the tender of the Contract, shall be deemed to have been served on the date, when in the ordinary course they would have been delivered to him. The Contractor shall carry out without delay all orders given to him.

#### **11. Contractor's Supervision:**

1. The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to BHEL Officials.
2. Orders given to the Contractor's agent shall be considered to have the same force as if they have been given to the Contractor himself.
3. The Contractor or his accredited agent shall attend when required without making any claim for doing so to the OFFICER-INCHARGE, to receive instructions.
4. The respective area HOD shall have full powers and without assigning any reason, requires the Contractor to immediately cease to employ in connection with this contract, any agent, servant or employee where continued employment is, in his opinion undesirable. The Contractor shall not be allowed any compensation on this account.

## **12 Payment to employees engaged by the contractor:**

1. The Contractor shall remain liable for the payment of all wages and other payments in connection with the employees engaged by him and with regard to the work.
2. The Contractor shall comply with the applicable provisions of Payment of Wages Act-1936, Minimum Wages Act-1948, Employees' Liability Act-1938, Employees' Compensation Act-1923, Payment of Bonus, EPF and Miscellaneous Provisions Act-1952, Employees' State Insurance Act-1948 and other relevant Acts and rules framed, thereunder from time to time.
3. Contractor shall be responsible for making payment of wages within 7days from the last day of wage period and shall obtain the signature at the end of entries in the wage register from area in-charge of contract operating department.
4. Contractor should ensure that at least the prevailing minimum wages, as per the rules of Government of Tamil Nadu, which are applicable are paid to his employees only in their respective nationalized bank accounts by means of NEFT/ RTGS/ IMPS.
5. The contractor should remit the salary/wages of their workmen only through nationalized Bank, directly to the salary/savings account of the employee concerned. monthly clearance will be given in respect of those contractors, only if the salary/wages to the workmen concerned has been remitted in the nationalized bank account of the workmen. The relevant Bank statement/proof for Bank payment should be produced along with PF and ESI challans every month.
6. No other mode of payment (hand payment / account transfer other than salary or any other) is acceptable as salary.
7. The contractor should pay the previous month salary in full to our employees before 7<sup>th</sup> of every month and will not adjust with any advance/ loan /training cost / accommodation cost / repayment due by the employee to us.
8. If the Contractor employs more than twenty employees, he has to obtain License to this effect from the Factory Inspectorate and renew the same periodically.
9. The Contractor should follow and comply with Minimum Wages, ESI, PF, Bonus, Group Insurance and other statutory regulations as stipulated in Factories Act and other applicable State / Central Governments' rules & regulations.
10. Each contract employees must have his own PF and ESI Codes and comply with the relevant Acts.
11. **As per BHEL circular HR-Welfare circular dt 08.04.2014, the following additional wages per month has to be paid by the Contractor to their workmen over and above minimum wages declared by Tamil Nadu Government to labors as: a) Unskilled: ₹ 3,200/-, b) Semi-skilled: ₹ 3,700/- and c) Skilled: ₹ 4,100/-**

## **13. Precautions against Risk:**

The Contractor shall be responsible for providing at his own expense for all precautions to prevent loss or damage from any and all risks and to minimize the amount of any such loss or damage and for the necessary steps to be taken for the said purpose.

## **14. Damage & Loss to Private Property & Injury to workmen:**

The Contractor shall at his own expense reinstate and make good to the satisfaction of the respective area **HOD** and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL, in respect of any such injury (including injury resulting in death) loss or damage to any person

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whomsoever or property including all claims which may arise under the Employees Compensation Act or otherwise.

**15. Laws Governing the Contract:**

The contract shall be governed by the Indian Laws for the time being in force.

**16. Cancellation of Contract for Corrupt Acts:**

BHEL, whose decision shall be final and conclusive, shall without prejudice to any other right or remedy which shall have accrued, shall accrue thereafter to BHEL cancel the contract in any of the following cases and the Contractor shall be liable to make payment to BHEL for any loss or damage resulting from any such cancellation to the same extent as provided in the case of cancellation for default.

If the Contractor shall:

- a) Offer or give or agree to give to any person in BHEL service any gift or consideration of any kind, as an inducement or reward for doing or for bearing to do or for having done or for having borne to do any act, in relation to the obtaining or execution of this or any other contract for BHEL service,  
OR
- b) enter into a contract or understanding with any person in BHEL in connection with which commission has been paid or agreed to be paid by him or with his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to BHEL,  
OR
- c) To obtain' a contract with BHEL as a result of ring tendering or by non-bonafide methods of competitive tendering, without first disclosing the fact in writing to BHEL.

**17. Cancellation of Contract for Insolvency Assignment of Transfer or Subletting of Contract:**

BHEL, without prejudice to any other right or remedy, which shall have accrued or shall accrue thereafter to BHEL, shall cancel the contract in any of the following cases:

If the Contractor,

- a) Being an individual or if a firm any partner thereof shall at any time be adjudged bankrupt or have a receiving order for administration of his estate, made against him or shall take any proceedings for liquidation or composition under any bankruptcy Act or assignment of his effects of composition or arrangement for the benefit of his creditors or purport to do so, or if any application made under any Bankruptcy Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him on behalf of his creditors.  
OR
- b) Being a Company, shall pass a resolution or Court shall make an order for the liquidation of its assets, or a receiver or Manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or Manager.  
OR
- c) Assigns, Transfers, Sublets or attempts to assign, transfer or sublet any portion of the work.
- d) Whenever BHEL exercises the authority to cancel the contract under these conditions, BHEL may have the work done by any means at the Contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by the respective area **HOD**) being less than the contract cost, the advantage shall accrue to BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by the respective area **HOD** or the same shall be recovered from the Contractor by other means.
- e) In case BHEL carries out the work under the provisions of this condition, the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plants and / or labour provided by BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the respective area **HOD** whose decision shall be final and conclusive.
- f) Labour engaged by the contractor should be disciplined & exhibit good behaviour in dealing with employees of BHEL. Any misbehaviour or undesirable conduct of any person engaged by the

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contractor is reported, contractor shall change that person immediately or else it may even lead to termination of the contract & in such case security deposit will be forfeited as penalty.

**18. Cancellation of Contract in Part or Full for Contractor's Default:**

If the contractor:

- a) makes default in carrying out the work as directed and continues in that state after a reasonable notice from the respective area **HOD** or his authorized representative:
- b) fails to comply with any of the terms & conditions of the contract or failure to comply orders after reasonable notice in writing with orders properly issued thereunder:  
BHEL, May without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the contract as whole or in part thereof or only such work order or items of work in default from the contract. Whenever BHEL exercises the authority to cancel the contract as a whole or part under this condition, BHEL may complete the work at the contractor's risk and cost (as certified by the respective area

**HOD** which is final and conclusive) being less than the contract cost, the advantage shall accrue to BHEL. If the cost exceeds the money due to the Contractor under this contract, the Contractor shall either pay the excess amount ordered by the respective area **HOD** or the same shall be recovered from the Contractor by other means. In case BHEL carries out the work or any part thereof under the provisions of the conditions the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or labour provided by BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the respective area **HOD** whose decision shall be final and conclusive.

**19. Termination of Contract on Death of Contractor:**

Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, or if the firm is dissolved or the company is liquidated, BHEL shall have the option of terminating the contract without compensation to the Contractor.

**20. Special Power to Termination:**

If at any time after the award of contract, BHEL shall for any reason whatsoever not require whole or any part of the work to be carried out the respective area **HOD** shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the foreclosing of the work.

**21. Recovery from Contractor:**

Whenever under the contract, any sum of money, shall be recoverable from or payable by the Contractor, the same may be deducted from or any sum then due or which at any time thereafter may become due to Contractor under the contract or under any other contract with BHEL or from his Security Deposit unless the contractor pays the claim on demand.

**22 Post- Technical Audit of Work and Bills:**

BHEL reserves the right to carry out the post-payment Audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc., and enforce recovery of any sum becoming due as a result thereof in the manner provided in the presiding sub- paragraphs. However, no such recovery shall be enforced after three years of passing the final bill.

**23. Refund of Security Deposit:**

The Security Deposit may be refunded to the Contractor after completion of the contract provided, after the Contractor shall first have been paid the last and final bill and have rendered a "NO DEMAND CERTIFICATE".

**24. Force Majeure Clause:**

If, at any time during the continuance of this Contract the performance in whole or in part by either party of any obligations under this Contract shall be prevented or delayed by reason of any War, Hostile acts of

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the public enemy Civil Commotion, Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, Earthquake etc. ) then provided notice of happening of any such event is given by either party to other within 7 days from the date of occurrence thereof neither of the parties shall by reason of such event be entitled to terminate this Contract or claim for damages against the other in respect of such non-performance or delay for such period. Performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event, claims for extension of time may be granted for periods considered reasonable by the respective area **HOD** at his discretion subject to prompt notification by the contractor.

## **25. Arbitration:**

Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Tiruchirappalli.

The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be Tiruchirappalli (the place from which the contract is issued)

The cost of arbitration shall be borne as per the award of the Arbitrator. Subject to the arbitration in terms of Clause above, the Courts at **Tiruchirappalli** (PI incorporate the name of the place where the Principal Civil Court having ordinary original civil jurisdiction to decide questions forming subject matter of the arbitration is located) shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.

Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the contract has been terminated by either party in terms of this contract.

## **In case of contract with Public Sector Enterprises (PSE) or a Government Department, the following shall be applicable**

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred by either Party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the Parties to the dispute, provided, however, any Party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the

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Parties hereto finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

## **26. JURISDICTION:**

In case of any suit or other legal proceedings arising under or relating to this Contract, the courts at Trichy, Tamil Nadu only shall have the Jurisdiction and is only after exhausting the, Arbitration, Clause 25.

## **27 SECRACY OF CONFIDENTIAL INFORMATION:**

The Contractor undertakes and agrees that he/it will not disclose or reveal in part or full the proprietary/confidential information, which terms shall mean and include patents, trademarks, service marks, registered designs, copyright, design rights, know-how, confidential information, trade and business names and any other similar protected information of BHEL received during negotiation or currency of the contract to any third party or governmental authorities without written permission from BHEL. In the event of termination or expiry of the contract, the contractor shall return all proprietary/confidential information to BHEL. This clause shall survive termination or expiry of the contract.

BHEL reserves the right to initiate appropriate action including legal proceeds / termination of contract, recovery of damages, penalties etc., if the contractor is found guilty / wrong usage of the documents given by BHEL for any unauthorised activity.

## **28. SIGNING OF CONTRACT**

Each contract document shall be signed by the Contractor with his usual signature. Contract by partnership or Hindu Joint Family firm, may be signed in the FIRM'S name by the Managing Partner or all /one of the Partners on behalf of the firm or the Karta or Manager for HUF as the case may be. Contract by a Company shall be signed with the name of the Company from a person authorised in this behalf and a Resolution or power of attorney or other satisfactory proof, showing that the person signing the Contract documents on behalf of the Company is duly authorised to do so, shall accompany the contract.

## **29 FRAUD PREVENTION POLICY**

The Bidder along with its associate / collaborators / sub – vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about fraud or suspected fraud as soon as it comes to their notice”.

Fraud Prevention policy and List of Nodal Officers shall be hosted on BHEL website, vendor portals of Units / Regions intranet.

## **30. SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS / CONTRACTORS:**

Penal action can be initiated on the suppliers / Contractors in line with extant ‘Guidelines for Suspension of Business Dealings with Suppliers/ Contractors. The abridged version of extant ‘Guidelines for suspension of business dealings with suppliers/ contractors’ has been uploaded on <http://www.bhel.com> on “supplier registration page”.

## **31. RISK PURCHASE:**

a) In the event of any successful Tenderer’s failure to fulfil any of the tender / Contract obligations as per Contract / Agreement, BHEL may entrust the job to alternate vendor and get it completed to meet the BHEL requirement and additional expenditure, if any, including consequential cost viz., demurrage etc., will be fully recovered from the Contractor who failed to complete the job in line with the Contract.

b) The decision of BHEL with regard to the actual losses / consequential expenditure incurred by BHEL shall be final and binding on the Contractor.

The value under Risk purchase clause shall be calculates as follows:

$$\text{Risk \& Cost Amount} = [(A-B) + (A \times H/100)]$$

Where,

A= Value of Balance scope of Work/ Supply (\*) as per rates of new contract

B= Value of Balance scope of Work/ Supply (\*) as per rates of old contract being paid to the contractor/ supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

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H = Overhead Factor shall be taken as 5

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

\*(Balance scope of work/ supply)

Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work/ Supply for calculating risk & cost amount.

**In case vendor fails to fulfil any of the tender / Contract obligations as per Contract / Agreement, contract shall be cancelled and SD shall be forfeited**

### **32. NOTICES OF ACCIDENTS**

In the event of an accident the Contractor shall be required to fill injury report and submit to the Engineer In charge immediately and ensure compliance of ESI / Workmen's Compensation of accident as per the Act. The Contractor shall get the Contract personnel engaged by him insured under workmen's compensation policy from any Insurance company in India before actually starting the work. The Insurance Coverage should be for the entire period of Contract. The Contractor shall comply with the provisions of the Workmen's Compensation Act 1923. (This should be read in connection with the provisions of ESI Act.)

### **33. DAMAGE & LOSS TO PRIVATE PROPERTY & INJURY TO WORKMEN**

The Contractor shall at his own expense reinstate and make good to the satisfaction of the respective area **HOD** and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Employees Compensation Act or otherwise.

"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 disablement 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, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works/during working at BHEL Units/Officers/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**: Rs 10,00,000/- (Rs Ten lakh)
  - (ii) In the event of **others permanent disability**: Rs.7,00,000/- (Rs. Seven Lakh)
- d) Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to section 2 (I) of the Employee's Compensation Act,1923"

### **34.Preference to Make in India:**

"For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if it is issued after this NIT but before finalization of contract / PO / WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and / or local content in respect of this procurement, same shall be applicable.

### **35.PROVISION FOR MICRO & SMALL ENTERPRISES (MSE) SUPPLIERS & START UP FIRMS:**

1. MSE suppliers can avail the intended benefits only if they submit along with the offer, self-attested copies of UAM along with CA Certificate (As per Annexure-I of tender document) issued for latest financial year ending on **31st March 2019** or later / Valid EM-II with deemed validity of five years from the date of issue

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of EM-II as on date of technical bid opening / EM-II along with latest CA certificate (As per Annexure-I of tender document ) issued for latest financial year ending on 31st March 2019 or later where deemed validity of five years is expired / Valid NSIC Registration Certificate as on date of technical bid opening / Valid Registration to any other body as specified by ministry of MSME.

2. Definitions of MSEs owned by Women is under:

2.1 In case of proprietorship firm, proprietor must be woman.

2.2 In case of partnership firm, the women partners must be holding at least 51% shares in the unit.

2.3 In case of private limited companies, at least 51% share must be held by women promoters.

3. Definitions of MSEs owned by SC/ST is under:

3.1 In case of proprietorship firm, proprietor must be SC/ST.

3.2 In case of partnership firm, the SC/ST partners must be holding at least 51% shares in the unit.

3.3 In case of private limited companies, at least 51% share must be held by SC/ST promoters.

4. Authorized Offices to Issue SC/ST certificate. The caste/Tribe/Community certificate issued by the following authorities in the prescribed form for SCs/STs can be considered.

2.2 In case of partnership firm, the women partners must be holding at least 51% shares in the unit.

2.3 In case of private limited companies, at least 51% share must be held by women promoters.

3. Definitions of MSEs owned by SC/ST is under:

3.1 In case of proprietorship firm, proprietor must be SC/ST.

3.2 In case of partnership firm, the SC/ST partners must be holding at least 51% shares in the unit.

3.3 In case of private limited companies, at least 51% share must be held by SC/ST promoters.

4. Authorized Offices to Issue SC/ST certificate. The caste/Tribe/Community certificate issued by the following authorities in the prescribed form for SCs/STs can be considered.

4.1 District Magistrate / Additional District Magistrate / Collector / Deputy commissioner / Additional Deputy commissioner / Deputy collector/ 1st class stipendiary magistrate/ Sub divisional Magistrate/ Taluka Magistrate/ Executive magistrate/ Extra Assistant commissioner.

4.2 Chief Presidency magistrate/ Additional chief presidency magistrate/ Presidency magistrate.

4.3 Revenue Officer not below the rank of tahsildar.

4.4 Sub-Divisional officer of the area where the individual and/ or his family normally resides.

4.5 To avail the benefits of MSE under SC/ST category, the related documents as stated above should be submitted along with tender documents.

5. In case splitting is proposed in tender, minimum **25 %** or minimum value proposed for a vendor (whichever is higher) will be awarded to MSE.

(Minimum of 3% reservation for women owned MSEs and 25% for MSEs owned by SC/ST within the above mentioned 25% or minimum value proposed for a vendor)

In case no splitting is proposed in tender, 100 % work will be awarded to MSE bidder after acceptance of L1 rate by MSE bidder.

6. Start-up companies will be provided benefits and relaxation as per the latest government norms. For availing start-up benefits, relevant certificates issued by Department of Industrial Policy and Promotion shall be submitted along with the tender.

**Non Submission of such documents along with the offer or during technical evaluation will lead to consideration of their bids at par with other bidders and no benefits shall be applicable for this enquiry though the bidder is MSE.**

**PART-I (TECHNO COMMERCIAL BID)**

**ANNEXURE-ID**

**SPECIAL TERMS & CONDITIONS OF CONTRACT**

**1. PARTICIPATION.**

- The Parties who have been suspended or black listed or issued with “Show Cause Notice “by BHEL Trichy-14 or any other BHEL Unit will not be allowed to participate in the Tender.
- Other than the bidder None of its group concerns or affiliates etc. are participating in the tender either directly or indirectly through any other agency under same proprietor / common director(s) / common partner(s).

The bidder should declare the same in the Tender. Even during the course of evaluation / finalization of Tender if it is found that some of the parties are not fulfilling the above clauses, BHEL will not consider them for further participation in the Tender.

**2. EVALUATION CRITERIA:**

- a. Technical Bids of tenderers will be evaluated based on the Pre-Qualification/Technical Eligibility Criteria on the basis of supporting documents and track record of the bidder.
- b. Price Bids of only those tenderers who are found to meet the Pre-Qualification/Technical Eligibility Criteria will be opened. Price Bids will be opened with prior information to the eligible bidders to facilitate the presence of the bidders or their authorized representatives to witness the Price Bid opening.

**3. CRITERIA FOR AWARD OF WORK:**

1. The evaluation of offer for award of work shall be on the basis of “Total Cost to BHEL/ **Net Cash outflow to BHEL after taking into account applicable Taxes and Duties.**
2. **The work will be awarded on Package Wise L1 basis.**
3. In case of more than one L1 bidders, BHEL will invite fresh revised reduced price bids from all such L1 bidders & ranking will be decided based on these revised bids. The new rates quoted should be lower than their previous L1 rates. In case if the revised bids submitted by L1 bidders is also same and none of the bidders are ready for further reduction in their rates, then L1 bidder will be selected on draw of lots.
4. The quantity mentioned in BOQ / Price bid is tentative. BHEL reserves the right to increase or decrease the quantity during award of work or issue work order in phase manner as per requirement of BHEL.

**4. METHOD OF EVALUATION OF PRICES**

**Priority / Ranking**

1. Net cash outflow to BHEL including all charges, incidentals etc., inclusive of Goods & Service tax.

**5. RATE FINALIZATION**

1. Lowest prices received against BHEL Tenders need not be the acceptable to BHEL and in that case BHEL would not be considered the same for award of Contract. BHEL would negotiate or re-float the Tender opened if L1 price is not the lowest acceptable price to them inter-alia other reasons.
2. BHEL will finalize the rates through price bid opening. Hence Tenderers are requested to give their best prices at the first instant itself.
3. In the event of the final L1 prices are not reasonable / acceptable to BHEL, BHEL also may resort to short closure of this open Tender.

**6. DISCREPANCY IN WORDS & FIGURES- QUOTED IN PRICE BID:**

- I. If, in the price structure quoted for the required goods / services / works, 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 purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- II. 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
- III. 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 (I) and (II) above.
- IV. If there is such discrepancy in an offer, the same will be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
- V. Bid should be free from correction, overwriting, using corrective fluid, etc. any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature (s) of person(s) signing the bid shall be liable for rejection. All overwriting/ cutting, etc. will be numbered by bid opening officials and announced during bid opening.

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## **PART-I (Declaration)**

**ANNEXURE-A**

**Note: The following Declaration to be typed on the contractor's Letter Head, duly signed & stamped and to be attached along with your Technical bid of the tender.**

**Name of Works: SERVICE CONTRACT FOR PROVIDING SPECIFIC FIRE SAFETY SERVICES AT BHEL - TRICHY DURING 2020-21.**

**Enquiry No: BHEL-TRY/ WCM/9472000037/ 06.03.2020**

### **DECLARATION**

We M/s. .... do hereby confirm the following points with ref to the above works, if ordered on us.

1. We do hereby confirm that we will pay (i) at least the minimum wages (minimum basic wages + minimum DA) to all the persons engaged (Un Skilled / Semi Skilled / Skilled /Supervisor category) by us in the above contract as per the Tamilnadu Government Minimum Wages Act - 1948 & also as per any revisions made by the State Govt. from time to time and (ii) Additional Wages as per HR / BHEL circular ref: BHE: HR: W: EW dt 08.04.2014 and (iii) Bonus as per the Bonus Act-1965 along with Wage.
2. ESI, PF & Bonus (both Employer and Employee contributions) amounts are to be remitted for total wages to be paid as mentioned in (i) & (ii) of point 1 and challans to be produced along with invoices for all the respective persons engaged in the above contract.
3. The rates quoted in this tender will remain firm throughout the entire Contract period and no extra payment against service charges will be claimed from BHEL under any circumstances from our end.
4. We, the contractor, will disburse the salary/wages to all the persons engaged in the contract ONLY through nationalized banking channel in their respective accounts & the relevant Bank statement / proof for Bank payment will also be produced along with PF and ESI challans to the Welfare Section every month for processing our invoices for payment.
5. We will pay the previous month salary in full to our employees before 7<sup>th</sup> of every month and will not adjust with any advance/ loan /training cost / accommodation cost / repayment due by the employee to us.
6. We will pay the following additional wages (As per BHEL circular HR-Welfare circular dt 08.04.2014) per month over and above minimum wages declared by Tamil Nadu Government to labors: a) Unskilled: ₹ 3,200/-, b) Semi-skilled: ₹ 3,700/- and c) Skilled : ₹ 4,100/-
7. All the payments to the persons engaged in the contract will be paid only through nationalized bank. No other mode of payment (hand payment / account transfer as advance payment or any other) is acceptable as salary.
8. In case we fail to pay the minimum wages to all the persons engaged in the contract which includes Minimum wages and Additional wages with ESI and PF (both Employee and Employer contributions) for every month including Bonus, BHEL has the right to recover from the outstanding payments to us either under this Contract or in any other Contract(s) or from Security Deposit or from both. In case this amount is insufficient for such recoveries, we shall make good the balance amount by actual payment. In addition, BHEL, Trichy may recover the said amounts through other running contracts from BHEL's sister units.
9. We also confirm to all the Terms & Conditions as per your above referred Enquiry & as per our offer submitted against the same.
10. We also declare that, we have not been suspended or black listed or issued with Show Cause Notice by BHEL Trichy-14 or any other BHEL Unit or any PSU/ Government organization
11. confirm that none of its group concern or affiliates etc., appears on the list of banned firms / companies by BHEL (list available on [www.bhel.com](http://www.bhel.com)) nor any of the Director / Partner / proprietor of bidder / such group concern or affiliate etc. are involved with such company.
12. Confirm that other than the bidder, none of its group concerns or affiliates etc. are participating in the tender either directly or indirectly through any other agency under same proprietor / common director(s) / common partner(s).
13. We will obtain and submit Labour License (As applicable), PF and ESI Registration within 30 days from award of work.

(Contractor Signature with Seal)

**PART-I (No Deviation certificate)**

**ANNEXURE-B**

**Note: The following Declaration to be typed on the contractor's Letter Head, duly signed & stamped and to be attached along with your Technical bid of the tender.**

-----  
*I/ We.....*  
*have read and clearly understood all the Terms and conditions in Tender Schedule of “SERVICE CONTRACT FOR PROVIDING SPECIFIC FIRE SAFETY SERVICES AT BHEL -TRICHY DURING 2020-21.” Enquiry No.: BHEL-TRY/ WCM/9472000037/ 06.03.2020 and accordingly we accept the same without any deviation what so ever.*

- I/ We unconditionally agree to all the tender conditions and no new conditions are imposed by us in the technical / price bid. I understand in the event of imposing any condition in the technical / price bid, such condition would be ignored by BHEL and only the prices will be considered for the purpose of evaluation”*
- I/ We confirm that none of our group concern or affiliates etc., appears on the list of banned firms / companies by BHEL (list available on www.bhel.com) nor any of the Director / Partner / proprietor of bidder / such group concern or affiliate etc. are involved with such company.*
- I/ We also declare that, we have not been suspended or black listed or issued with Show Cause Notice by BHEL- Trichy or any other BHEL Unit or any PSU/ Government organization.*
- I/ We confirm that other than us, none of our group concerns or affiliates etc. are participating in the tender either directly or indirectly through any other agency under same proprietor / common director(s) / common partner(s).*
- I/ We confirm that if any of the above statement / information furnished by us in this tender is found to be false/ fake at any stage of tender evaluation or during execution of contract, BHEL will have the right to initiate appropriate action including legal proceeds / termination of contract, recovery of damages, penalties etc. as deemed fit.*
- I/ We confirm that I/ We have clearly understood that the unit rate (Rate / month) to be quoted is the monthly charges of all the firemen and fire supervisor that shall be engaged for providing firemen services at 10 locations and fire supervisor services at 6 locations at the three Fire Stations viz. SSTP Fire Station, Unit-I Fire Station & Unit-II Fire Stations of Bharat Heavy Electricals Limited, Tiruchirappalli round the clock on all days of the week including Sundays and holidays as per scope of work**

(Contractor Signature with Seal)

**PROFORMA (SAMPLE)**

**(ON BIDDER'S LETTER HEAD)**

REF:.....

DT:.....

**AUTHORIZATION LETTER FOR PARTICIPATING IN TENDER OPENING**

We, M/s..... (name of the Tenderer) hereby

authorizing ..... (name of the representative) to participate in

the Tender opening of **"SERVICE CONTRACT FOR PROVIDING SPECIFIC FIRE SAFETY SERVICES AT BHEL -TRICHY DURING 2020-21."**

Enquiry No.: **BHEL-TRY/ WCM/9472000037/ 06.03.2020**

The representative's specimen signature is appended below & attested.

(Signature of the representative)

Authorized signature  
with seal and address

Name of Works: **SERVICE CONTRACT FOR PROVIDING SPECIFIC FIRE SAFETY SERVICES AT BHEL - TRICHY DURING 2020-21.**

Enquiry No.: **BHEL-TRY/ WCM/9472000037/ 06.03.2020**

**Annexure-D**

To THE PURCHASE/CONTRACT EXECUTING AGENCY/BHEL ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS TRANSFER

1	NAME & ADDRESS OF THE SUPPLIER / SUB-CONTRACTOR	
2	VENDOR CODE assigned by BHEL	
<b><u>Details of Bank Account:</u></b>		
3	NAME & ADDRESS OF THE BANK	
4	NAME OF THE BRANCH	
5	BRANCH CODE	
6	MICR CODE	
7	ACCOUNT NUMBER	
8	TYPE OF ACCOUNT	CURRENT A/C / OD / CASH CREDIT
9	BENEFICIERY'S NAME	
10	IFSC CODE OF THE BRANCH	
11	EMAIL ID	
12	TELEPHONE/MOBILE NO.	

**CERTIFICATE I / We hereby agree to receive the payments due from BHARAT HEAVY ELECTRICALS LIMITED by the National Electronic Funds Transfer and/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 is a valid discharge of the liability of Bharat Heavy Electricals Limited. 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.**

AUTHORISED SIGNATORY 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 the authorized signatory and the MICR and IFSC codes of our Branch mentioned above are correct.

PLACE:

(Manager / Officer's)

DATE:

Signature Under Bank stamp and Name Seal

With Membership No.

(Telephone / Mobile No. \_\_\_\_\_ )

Forwarded to Accounts Dept. We confirm the above details are verified with the records available with us.

Signature of the BHEL Executive with Name Seal (Operating the Contract/Services)

**Certificate by Chartered Accountant on letter head for MSE bidder**

This is to Certify that M/S ..... (hereinafter referred to as 'company') having its registered office at ..... is registered under **MSMED Act 2006**, Udyog Aadhaar Memorandum(UAM) **No:** ..... dtd: ....., Category: .....(Micro/Small/Medium). (Copy enclosed).

Further Verified from the Books of Accounts that the investment of the company as per the latest audited financial year ..... As per MSMED Act 2006 is as follows:

1. For Manufacturing Enterprises: Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No. S.O.1722€ dated October 5, 2006 :  
Rs. ....Lacs.
2. For Service Enterprises: Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under MSMED Act, 2006 :  
Rs. ....Lac.

**(Strike off whichever is not applicable)**

The above investment of Rs. ....Lacs is within permissible limit of Rs. ....Lacs for..... Micro / Small (Strike off which is not applicable) Category under MSMED Act 2006.

Or

The company has been graduated from its original category (Micro/Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is ..... (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O. No. 3322€ dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name –

Membership Number –

Seal of Chartered Accountant.

**EMD PAYMENT WIDE E-COLLECT**

This explains how to make Payments to BHEL- Tiruchirapali and through SBI-Ecollect. Vendors (EMD and SD Payments payable by others) can utilise this facility. Payments can be made using Internet Banking, Debit Cards/Credit Cards etc. SBI Charges a minimum amount (Service Charge) for every transaction. This may vary according to the MODE selected.

**STEP BY STEP PROCEDURE:**

Login to <https://www.onlinesbi.com>

1. Select State Bank Collect available on the top ( pre login page )
2. Accept the terms and conditions and click "PROCEED"
3. Select State "TAMILNADU "and Institution type "INDUSTRY ".
4. Select "BHEL TRICHY under "INDUSTRY".
5. In the next page, Select APPROPRIATE category, fill details correctly & click "SUBMIT".
6. If all details entered are correctly populated, click "CONFIRM "to proceed.
7. Make payment as per your convenience. (Options available are payment of fees through SBI Net Banking, State Bank ATM cum Debit Cards / Other Bank Debit / Credit Cards and through SBI Branches).
8. SAVE & Keep the copy of receipt for future reference.

**HOW TO TAKE RECEIPT FOR A PAYMENT MADE, EVEN ON A LATER DATE:  
(PLEASE CHECK THE STATUS BEFORE MAKING PAYMENT SECOND TIME)**

1. Login to [www.onlinesbi.com](http://www.onlinesbi.com)
2. Select State Bank Collect available on the top ( pre login page )
3. Accept the terms and conditions and click "PROCEED"
4. Select "PAYMENT HISTORY "option available on the left side of screen.
5. Using two options as mentioned below , you can get the receipt :
  - a. Type the same Date of Birth, Mobile Number which you have entered at the time of making payment through SB collect. Select the date range and submit.
  - b. If you know the payment reference number, then enter the Reference number (DU...) along with anyone information (Date of Birth / Mobile number, which you have entered at the time of making payment). Select the date range and submit.
6. In the next page, take print out of receipt.

**PART-II (PRICE BID)**

SI No	Description of work	UOM	Approx Qty (A)	Rate* in ₹ (₹ / Month for all firemen and fire safety supervisor) (B)	Total value in ₹ for 24 months (C =A X B)
1	Providing firemen services at 10 locations and Fire safety supervisor service at 06 locations at the three Fire Stations viz. SSTP Fire Station, Unit-I Fire Station & Unit-II Fire Stations of Bharat Heavy Electricals Limited, Tiruchirappalli round the clock on all days of the week including Sundays and holidays as per scope of work.	Month	24	₹...../- Rupees..... ..... .....only	₹...../- Rupees..... ..... .....only
Total offer Value (₹)					
GST @ ..... % (₹)					
Total offer value including GST % (₹)					

- \*Rate/ month corresponds to monthly charges of all the firemen and fire supervisor that shall be engaged for providing firemen services at 10 locations and fire supervisor services at 6 locations at the three Fire Stations viz. SSTP Fire Station, Unit-I Fire Station & Unit-II Fire Stations of Bharat Heavy Electricals Limited, Tiruchirappalli round the clock on all days of the week including Sundays and holidays as per scope of work**
- Vendor shall not quote monthly charges per guard per month against Rate / month.**
- No pre conditions other than tender terms & conditions will be entertained by BHEL.**
- The signature at the bottom of the price bid confirms that the tenderer has read and accepted all the terms and conditions of tender and rates quoted are inclusive of all taxes and duties levied excluding GST. has been considered by the tenderer for the total contract period while quoting the above rates.**
- In order to ensure that the security guards/supervisors are able to discharge their duties, the contractor shall provide them with all necessary facilities in the form of batons, torches, uniforms, shoes and other uniform items etc. at his own cost.**