

TENDER

NIT NO. TAD/WW/2021-22/01

Dated: 17/11/2021

**WATCH AND WARD SERVICES
AT BHEL TOWNSHIP, BHOPAL**



IMPORTANT DATES	
Due date & time of bid submission	On 09/12/2021; Up to 14:30 Hrs
Due date & time of bid opening	On 09/12/2021; At 15:00 Hrs

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NOTICE INVITING TENDER**NIT NO: TAD/WW/2021-22/01**

- | | |
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| 1. NAME OF WORK: | "WATCH AND WARD SERVICES AT BHEL TOWNSHIP BHOPAL" |
| 2. Duration of the Contract | 2 years from award of the contract subject to performance review after completion of one year. |
| 3. Other specific requirements | As per Tender |
| 4. Estimated Contract Value | As per Schedule 'A' |
| 5. Date of opening of tender | 15:00 hours on 09/12/2021. |
| 6. Address for receipt/issue of Tender Document | Dy Manager (HR & Security)
Sampada Bhawan
Hostel No.4
Piplani, BHEL, Bhopal PIN 462022 (MP) |

- 7. Tender Fee (Nonrefundable) : Rs 2,000/- + GST@12%.** The Tender Cost shall be accepted only in e-Mode (NEFT/RTGS/Net-banking/POS/SB COLLECT etc.)
The online receipt or proof of deposition of tender cost shall be enclosed along with the techno-commercial bid. In case, tender is not accompanied with the tender cost as detailed above, tender shall be treated as invalid.
Tenders received without tender cost in full or not in the manner prescribed above will not be considered.
 For NEFT/RTGS payment, refer bank details as per Annexure "X". (Tender Cost is mandatory & non-returnable). For SB Collect/Net banking payment, follow the link mentioned at 10(ii) of this NIT.

NOTE :- Benefit under the public procurement policy for MSEs, Order 2012 in regard of EMD is applicable in this tender.

- 8. Earnest Money Deposit (EMD) Rs. 2,85,029/-**

(A) The EMD shall be accepted in any of the following modes: -

- (i) Cash deposit as permissible under the extant Income Tax Act (before tender opening).
- (ii) Electronic fund transfer credited in BHEL account (before tender opening). Fund transfer in e-mode shall be through NEFT/RTGS/Net-banking/POS/SB COLLECT etc. The online

Signature of Contractor

Signature of BHEL Official

receipt shall be enclosed in techno-commercial bid. For NEFT/RTGS payment, refer bank details as per Annexure "X" of tender document. For SB Collect/Net Banking payment, follow the link mentioned at sr. no. 10(ii) of NIT sheet.

- (iii) Banker's Cheque/Pay order/Demand Draft in favour of BHEL (along with offer).
- (iv) Fixed Deposit Receipt (FDR) issued by scheduled banks/public financial institutions as defined in the Companies Act (FDR shall be in the name of contractor, a/c BHEL) (along with offer).

In addition to the above, the EMD amount in excess of Rs 2.00 lakh may also be accepted in the form of Bank Guarantee from scheduled bank. The bank guarantee in such cases shall be valid for at least 6 months (along with offer).

Contractors/sub-contractors/vendors to provide the Bank Guarantees through SFMS Banks, which are SFMS Compliant.

In case, any contractors/sub-contractors/vendors show their inability to submit the Bank Guarantee from Issuing Bank, which is SFMS Compliant, BHEL may accept paper Bank Guarantee sent to BHEL directly by the issuing Bank under Registered Post (A.D) /Speed Post/Courier/By Hand. However, a declaration as to List of Vendor Banks along with a confirmation that none of their Banks are SFMS compliant may be submitted.

Charges of SFMS, if any shall be borne by vendors.

Tenders received without Earnest Money in full or not in the manner prescribed above will not be considered.

NOTE :- Benefit under the public procurement policy for MSEs, Order 2012 in regard of EMD is applicable in this tender.

- (B) The Earnest Money Deposit of the successful tenderer will be retained towards part of Security Deposit.
- (C) In the case of unsuccessful tenderer, the Earnest Money will be refunded after finalisation of the tender and acceptance of award of work by successful bidder.
- (D) BHEL reserves the right of forfeiture of Earnest Money Deposit if:
 - a) After opening the tender, the tenderer revokes his tender within the validity period or increases his earlier quoted rates.
 - b) The tenderer Fails to submit 50% of the total security deposit before start of work if so warranted.
 - c) The tenderer does not commence the work within the period as per LOI/ Contract. In case the LOI/contract is silent in this regard, it will be within 15 days after award of work.

9. Security Deposit

- i) Upon acceptance of tender, the successful tenderer must deposit the required amount of security deposit, after adjusting the amount of Earnest Money duly deposited with the Tender, within the time specified in the letter of intent for satisfactory completion of work.
- ii) The total amount of Security Deposit will be 3% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.

- iii) The security deposit, calculated as above shall be deposited within 15 days from the date of issue of letter of intent but before the start of work in any one of the following forms.
- E-Mode (NEFT/RTGS/Net-banking/POS/SB COLLECT etc.) For NEFT/RTGS payment, refer bank details as per Annexure "X".
 - Securities available from Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL and discharged on the back).
 - Bank Guarantee from Scheduled Banks/Public Financial Institutions as defined in the companies Act. The bank Guarantee format should be in the prescribed proforma as per **ANNEXURE "b". The Bank Guarantee should be from any one of our consortium bank as per list enclosed at Annexure "c".**
Contractors/sub-contractors/vendors to provide the Bank Guarantees through SFMS Banks, which are SFMS Compliant.
In case, any contractors/sub-contractors/vendors show their inability to submit the Bank Guarantee from Issuing Bank, which is SFMS Compliant, BHEL may accept paper Bank Guarantee sent to BHEL directly by the issuing Bank under Registered Post (A.D) /Speed Post/Courier/By Hand. However, a declaration as to List of Vendor Banks along with a confirmation that none of their Banks are SFMS compliant may be submitted.
Charges of SFMS, if any shall be borne by vendors.
 - Fixed Deposit Receipt issued by Scheduled Banks/Public Financial Institutions as defined in the companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.
 - Security Deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the security Deposit should be deposited before start of the work and the balance 50% may be recovered from the running bills if contract value exceeds Rs 20.00 lakhs.
In case of small value contracts not exceeding Rs 20.00 lakhs, work can be started before the required security deposit is collected. However, payment can be released after collection/recovery of security deposit as per prevailing rule/practice.
- iv) Validity of the Bank Guarantee furnished towards Security Deposit under clause 9 (iii) above, shall be valid up to the period of completion of work as stipulated in the Letter of Intent plus 03 (three) months claim period and the same will be kept valid by proper renewal till the satisfactory completion of the Warrantee/Defect Liability period.
- v) If the value of the work done at any time exceeds the accepted Contract value, the Security Deposit shall be correspondingly enhanced and the extra Security Deposit shall be immediately deposited by the Contractor otherwise it shall be recovered from payments due to him. Failure to deposit the Security Deposit within the stipulated time may lead to forfeiture of Earnest Money and cancellation of the award of work. BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the Contractor's failure to fulfil any of the contractual obligations or in the event of termination of contract as per terms and conditions of

contract. BHEL reserves the right to set off the Security Deposit, against any claims of any other contracts with BHEL.

- vi) In case a Fixed Deposit Receipt of any bank is furnished by the Contractor to BHEL as part of the Security deposit and the bank goes into liquidation or for any other reason is unable to make payment against the said Fixed Deposit Receipt, the loss caused thereby shall be borne by the Contractor and the Contractor shall forthwith or on demand furnish additional security to BHEL to make good the deficit.

10. Other Information

- i) The Contractor has to obtain & submit the central labor license as per prevailing rules after award of the work/LOI.
- ii) "Online e-payment" facility through SB-collect is available on intranet as well as internet. This is for deposition of Tender Cost, Security deposit and Earnest money deposit by the participating tenderers.
Following is the link:- <https://bpl.bhel.com/qcins/iccs.htm>
[For first time user "Help Documents" is also available on page under which general information relating to procedure for depositing amount is available on page number 2 and 3. In addition to above for specific query related to type of deposit, demo with the template is also on respective page mentioned on page no 2 of the help documents.]
- iii) After issuance of LOI, the contractor shall complete all the required formalities of contract agreement in time as stipulated in LOI failing which penalty shall be imposed as per clause no. 18 of Annexure 'H'.
- iv) As per the latest guidelines of BHEL for issuance of performance/experience certificates in respect of contracts (Purchases/Works) awarded by BHEL, an online system has been developed for the above mentioned purpose as per which the contractors have to submit their request through online portal available at <https://siddhi.bhel.in> only for works done for BHEL.

NOTE:

1. Detailed tender documents can be obtained from the office of Dy. MANAGER (TAD) BHEL reserves the right to accept or reject any of the bid / all the bids or cancel or withdraw the invitation of tender without assigning any reason whatsoever and in such case no bidder/intending bidder shall have any claim arising out of such action by BHEL.
2. All corrigenda, corrections, amendments, time extensions, clarifications etc., to the tender notice will be hosted on BHEL website (www.bhel.com). Bidders should regularly visit website to keep themselves updated.
3. **BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among the techno-commercially qualified bidders.**
Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.
4. Bidder shall provide an undertaking mentioning :-

“Services offered by me/us meets the local content requirement for ‘Class-I Local Supplier’ with local content equal to or more than 50%.

5. The contractors are required to physically visit the work place to acquaint themselves about the site condition/work environment and nature of work before quoting their rates. No claim whatsoever shall be entertained at a later stage on the ground of lack of knowledge/ignorance regarding site condition/work environment.
6. Tender documents can be collected physically from the tendering authority at the address mentioned at sl no.-6 or can be downloaded from website of bhel (https://www.bhel.com/index.php/latest_tenders).
7. Work shall be distributed between a maximum of two qualified bidders in the % ratio of approx. **60:40. (i.e Security Guards 44 Nos : 29 Nos)** For detail refer Scope of Work.

Dy. Manager (HR & Security)
BHEL Bhopal

NIT NO: NIT NO: TAD/WW/2021-22/01

DATE: 17.11.2021

BID APPLICATION FOR 'WATCH AND WARD SERVICES AT BHEL TOWNSHIP BHOPAL'

1. Name of the Firm / Agency : _____
2. Name & Address of the contact person : _____
3. Telephone Numbers : Land Line _____
Mobile-----
4. FAX No. : _____
5. E-mail ID : _____
6. Registration Number : _____
Copy of the Certificate : Enclosed / Not Enclosed
7. Labor License Number : _____
Copy of the License : Enclosed / Not Enclosed
8. PF Code Number : _____
Copy of the Certificate : Enclosed / Not Enclosed
9. ESI Code Number : _____
Copy of the Certificate : Enclosed / Not Enclosed
10. (1) PAN/TAN Number : _____
11. GSTIN Registration Number : _____
Copy of the Certificate : Enclosed / Not Enclosed
12. No. of Security personnel including Supervisors : _____
On the rolls of the firm
13. Earnest Money Deposit (Rs 2,85,029/-) : _____
14. Contract Performance Guarantee/SD : 3% of contract value

Signature of ContractorSignature of BHEL Official

15. Tender Fee (Nonrefundable) (Rs. 2000/- + GST@12% only) : _____

16. Validity of offer : 180 days from the date of
tender Opening.

This is to confirm that we have gone through the terms and conditions contained in the Tender Document and give our unconditional acceptance to the same. We also give undertaking to abide by all obligations of the contract contained in the tender in case of award.

Signature with Name
& Office Seal

Date:

NOTE:

1. The tenderer must submit their tenders as required in two parts in separate sealed covers prominently super scribed as **Part-I, Techno commercial Bid** and **Part-II, Price Bid** and also indicating on each of the covers the tender specification number and due date and time as mentioned in the tender enquiry. These two separate covers I and II (Part - I and Part - II) shall together be enclosed in third envelope (Cover - III) along with EMD and this sealed cover shall be superscribed and submitted.
2. Guidelines issued by Minimum wages of M P State Minimum Wages for Skilled/Semi-skilled/Un-skilled workers under Scheduled employments of Minimum Wages Act, 1948 - effective from 01/10/2021 and subsequent amendments issued therein have to be complied. These guidelines form a part and parcel of this tender.
3. The security agency has to compulsorily ensure payment of minimum wages as per Minimum Wages Act of Madhya Pradesh.

Dy. Manager (HR & Security)
BHEL Bhopal

Pre-Qualification Criteria (PQC)

A) PQC (Pre-Qualification Criteria)

A1) Bidders qualifying criterion:

To assess the technical capability of the bidder, the bidder should have the experience of having successfully done similar work(s) against completed work order(s) during the last seven years ending last day of the month previous to the one in which tender shall be opened: -

Similar work(s) shall mean providing security service in any Govt./PSU/PSU Banks/Govt. Organization/Institutes sector against completed work order(s) during the last seven years ending last day of month previous to the one in which Tender shall be opened. The bidder shall submit relevant documents such as copies of work orders and work completion/experience certificate etc. in support of his experience along with the technical bid. **Experience of works done for private customers shall not be considered under any circumstances.**

The total value(s) of work(s) (Excluding GST/Service Tax) executed by the bidder against such completed work order(s) for qualifying against this tender shall be either of the following: -

Total executed value against one such completed work order not less than **Rs. 57.00 Lakh** and Minimum 35 Security Personnel

OR

Total executed value against each of the two such completed work orders not less than **Rs.35.62 Lakh** and Minimum 22 Security Personnel

OR

Total executed value against each of the three such completed work orders not less than **Rs.28.50 Lakh** and Minimum 18 Security Personnel.

Note:- The tenderer shall submit relevant documents such as copies of work order and work completion/experience certificate etc in support of his experience along with the technical

bid. **Experience of works done for private customers shall not be considered under any circumstances.**

A.2) Turnover Criteria: -

Average annual financial turnover during the last three years, ending 31st March, 2020 {i.e. 2017-18 (audited), 2018-19 (audited) & 2019-20 (audited) as applicable} shall be at least **Rs. 21.37 Lakh** (supporting documents such as balance sheets & profit & loss accounts shall be submitted by the tenderer in this regard).

A.3) Bidder must possess PAN & GSTIN Registration Certificate (as applicable). Copy of PAN card and GSTIN should be enclosed along with the offer

A.4) PF & ESI Nos. are a statutory requirement. It is, therefore, desirable that the tenderer submits them along with his techno-commercial bid. A tenderer may, however, be considered for qualification techno-commercially even if he is, already, not in possession of the same or if he does not submit them along with his techno-commercial bid. Such a tenderer, on becoming successful and upon award of work, shall, however, be required to mandatorily submit PF & ESI registration. numbers within 15 days or some such period as specified by the department (as the case may be) after the date of issuance of Letter of Intent (LOI) but before deployment of labour to commence the work failing which penal action as deemed fit shall be taken by the department against the tenderer.

Such a tenderer shall, in this regard, give an undertaking in writing along with his techno-commercial bid that he would submit PF & ESI registration numbers subsequent to award of work through LOI as desired by the department.

In spite of the above said declaration/undertaking, if the tenderer fails to submit PF registration number and/or ESI registration number, penal action as deemed fit by the department shall be taken against such default by the tenderer.

Note:

A. All the above mentioned criteria shall be met by the bidder himself and not by any associate bidder.

B. The bidder is required to submit documentary evidence in support of each of the above qualifying criteria.

**SCOPE OF WORK AND
WORK SPECIFICATIONS**

NIT NO: TAD/WW/2021-22/01

1. SCOPE OF WORK:

- a. PROVIDING SECURITY SERVICES AT BHEL TOWNSHIP, BHOPAL. 73 No SECURITY PERSONNEL HAVE TO BE POSTED AT THE FOLLOWING AREA: -

SI No	Area	Security Guards (without arms)	Security Guards (With Arms)	Female Guards	Supervisors	Total No. of guards (with/without arms/supervisors)
1	Piplani	19	0	1	0	20
2	Barkheda	15	0	0	0	15
3	Habibganj	16	0	1	3	20
4	Govindpura	17	0	1	0	18
	Total	67	0	3	3	73

- b. The required 73 No Security Personal (3 Supervisor, 3 Female Guard and 67 Male Guard) is split into 60:40 Ratio approx. i.e 44 Nos (2 Supervisors, 2 Female Guards and 40 Male Guards) and 29 Nos (1 Supervisor, 1 Female Guard and 27 Male Guards). After deciding the acceptable reasonable price, L-1 Agency will be awarded contract for 60% work. For rest of the 40% quantity, L-1 accepted rates will be counter offered to the next higher quoting bidders(s) for price matching. On acceptance of the counter offer, the order will be placed on next higher quoting bidder(s) for 40%. In case of non-acceptance of the counter offer by the next higher quoting bidder(s) a similar offer shall be made to L3 and L-4, and so on. However, a maximum of (N-1) qualified agencies shall be considered for splitting where N is the total no of qualifying agencies If N is 2, the whole work may be awarded to L1 party (i.e. 100% instead of giving single order, BHEL may at its sole discretion issue separate orders for different N'hods). In case no party accepts the L1 rate the 100% allocation of work shall be offered to L1 party. The distribution is subject to acceptance of L-I rate by other bidders. In case the counter offered rates are not accepted for ratio of splitting quantity as per bid document by any of the subsequent bidders, the left over quantity will be divided between bidders who have accepted the rate in the ratio of their originally allocated quantities subjected to their confirmation and after getting consent of mutually agreed delivery schedule for the additional quantity. Deputation of security personnel shall be decided and allocated by BHEL at the time of ordering.

Signature of Contractor

Signature of BHEL Official

- c. The contractor has to ensure engagement of extra security personnel to the tune of 1/6th of the total number of security personnel envisaged under the scope of the contract to take care of uninterrupted security services during the absence of regular security personnel on account of entitled leave/weekly offs/holidays.
- d. **SUPERVISION OF WORK:** Supervision of work shall be done by Agency through qualified and experienced personnel.
- e. **OTHER CONDITIONS:**
 - i. No Security Personnel engaged on this work by the contractors shall be beyond 55 years of age. No Security Personnel engaged on this work by the contractors shall be beyond 53 years of age at the time of contract for the two years. Documentary evidence in this regard is required to be submitted to BHEL.
 - ii. The contractor shall be responsible for complying with all the applicable statutory Acts and the Rules mentioned therein.
 - iii. Contractor shall deploy security personnel for each shift in coordination with Town Administration Department of BHEL.
 - iv. Three Shift working shall be ensured by contractor, wherever required / instructed. Area, shift and posts shall be rotated regularly.
 - v. The Contractors are required to submit a tentative list of security personnel to be deployed by them as their employees along with the bid.
 - vi. During the period of contract, BHEL reserves the right to reconsider/reassess requirement of security personnel and accordingly realign the posts / shifts suiting to its security requirements.
- 2. **MEASUREMENT OF WORK & PAYMENT:**
 - a. The work shall be measured in Security man days. Eight hours' deployment of security personnel in a day shall be reckoned as one security man-day.
 - b. The payment shall be made after verification of the work by BHEL's authorized representative.
 - c. All the payments will be subject to deduction of taxes at source applicable as per existing laws.
- 3. **ESTIMATED QUANTUM OF WORK:** 73 security personnel per day for 24 X 7 security service.
- 4. **PERIOD OF CONTRACT:** The contract shall be for the period of 2 years from date of award subject to performance review after completion of one year.
- 5. **OTHER DEDUCTIONS:** In case the contractor fails to fulfill any of the provisions of Labour laws or any other law on account of which recovery of due amounts is made from BHEL or liability of remittances of such amount falls upon BHEL then such entire amount shall be recovered from the contractor's running bill or through forfeiture of Security Deposit.

Dy Manager (HR & Security)
BHEL Bhopal

Signature of Contractor

Signature of BHEL Official

DOCUMENTS TO BE SUBMITTED

NIT NO: TAD/WW/2021-22/01

Following documents with self-attestation with seal are required to be submitted along with bid: -

1. Copy of registration with PF and ESI Authority.
2. Copy of PAN/TAN number
3. Copy of GST Registration Number
4. Copy of the certificate or a receipt of the acknowledgement of application for a license submitted to the State Government under Private Security Agencies (Regulation) Act, 2005 (Latest revision)
5. Self-declaration that the agency is not under hold/delisted or banned by BHEL BHOPAL or by any unit/region/office of BHEL or any other PSU/Govt. Department.
6. Declaration that he has not been held guilty by a Court of Law in India for any offence indulging fraud, dishonesty and moral turpitude.
7. The bidders should submit copies of experience, as per PQC, in the field of providing security coverage in an organization. It is to be submitted along with bid.

Note: All documents submitted should be readable

Dy. Manager (HR & Security)
BHEL Bhopal

INSTRUCTIONS TO TENDERERS

NIT NO: TAD/SECURITY/2021-22/01

1. The duly filled in Bid application (Annexure B) along with other tender documents duly sealed and signed by the contractor must be submitted in a sealed envelope super scribed as 'Tender for WATCH AND WARD SERVICES AT BHEL TOWNSHIP BHOPAL' NIT No. **TAD/WW/2021-22/01** dated 17/11/2021. Documents required as per Annexure 'E' must be enclosed. Offers not in line with above procedure and quoted in any other format are liable to be rejected/by passed.
2. The sealed bid should be submitted to the tendering authority /dropped in the tender box kept in the Town Administration Department, Sampada Bhavan, Hostel No.4, Piplani Bhopal- 462022 (MP) within the specified date and time.
3. All bidders / authorized representatives may witness the opening of the Tender.
4. **All entries in the tender shall either be typed or be written in ink. 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. Else bid shall be liable for rejection. All overwritings/cuttings etc. will be numbered by bid opening officials and announced during bid opening. Each and every page of the Tender Specification along with Unpriced price schedule must be SIGNED, STAMPED AND SUBMITTED ALONG WITH THE TECHNO-COMMERCIAL OFFER by the tenderer in token of complete acceptance thereof.**
5. The quoted price / rate should be in percentage to be quoted in figures as well as in words. Price quoted shall be inclusive of all taxes & duties, consideration of all statutory requirements/liabilities like PF/ESI/Min. wages etc. & **but excluding GST & Bonus.**
6. The tenderer shall quote the rates in figures (international numerals to be used) as well as in words (English language to be used). If on check there are found to be differences between the rates given by the contractor in words and figures or in the amount worked out by him in the schedule of quantities and general summary, the same shall be adjusted in accordance with the following rules:
 - (a) In the event of a discrepancy between rates quoted in words and figures by tenderer, the rate quoted in words shall be taken as correct.
 - (b) In the event of an error occurring in the amount column of Schedule of Quantities because of wrong extension of the unit rate and quantity, the unit rate shall be regarded as firm and extension shall be amended on the basis of the rate.

- (c) All errors in totalling in the amount column and in carrying forward totals shall be corrected.
 - (d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
7. Minimum wages of M P State Minimum Wages for Skilled/Semi-skilled/Un-skilled workers under Scheduled employments of Minimum Wages Act, 1948 - effective from 01/10/2021 and subject to revision from time to time as per notification.
- 8. Minimum wages along with PF, ESI, labor welfare board etc. as applicable has to be compulsory ensured by the agency.**
9. The contract should commence within 15 days from the date of issue of Letter of Intent (LOI). The contract can be extended beyond stipulated contract period based on the requirement of BHEL and consent of agency to work on the same terms and conditions.
10. Contractors would have to provide the requisite number of guards as per the work order issued to them. In case, the contractor fails to provide and maintain the requisite number of guards in the last 15 days of the 1st month of their deployment, then the average numbers of guards so provided from 16th day to 30th day of the commencement of work as stipulated in the work order will be treated as the final capacity of the agency and the short fall so occurred in the requirement shall be met on Risk and Cost Basis from the agency.
11. If the tender document is signed by the person other than the Sole Proprietor of the agency, a valid Power of Attorney duly notarized in the name of the person signing the tender document should be enclosed with the bid.
12. The successful tenderer will have to enter into a contract/agreement on a non-judicial stamp paper of worth Rs. 500/- cost of which will have to be borne by the bidder.
13. Tenders shall be opened by authorised officer of BHEL in the office of DY. MANAGER (TAD-HR & Security), Hostel No 4 Sampada Bhawan BHEL, Piplani Bhopal at the time and date specified in the Notice Inviting Tender in the presence of such of those tenderer or their authorised representatives who may like to be present. ***Tender offer envelope received in open/worn out condition will not be accepted. Price bids will be opened for those bidders who are found to qualify after scrutiny of techno-commercial bid part – I.***

The tenderer shall closely peruse all the clauses, specifications and drawings indicated in the Tender Documents before quoting. The offers should be strictly in accordance

with the tender specifications & General Instructions to the tenderer. Should the tenderer require any clarification on the tender specification, or is interested in offering any deviation from the tender specification, he shall contact the authority inviting the tender for clarification before submission of the tender atleast 3 days prior to the date of opening of tender. ***No deviation w.r.t. terms & conditions of the tender are acceptable.***

14. IN CASE OF TIE ON QUOTED PRICE OF BIDDERS:

In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders. In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/draw of lots, in presence of the respective L-1 bidder(s) or their representative(s).

Ranking will be done accordingly. BHEL's decision in such situation shall be final and binding.

15. Price bid should contain only Price Offer to be submitted strictly as per enclosed Price Schedule. The Price Bid not submitted as per Price Schedule may not be considered.

16. If there are varying or conflicting provisions made in any of the documents forming part of the tender, the accepting authority of BHEL shall be deciding authority with regard to the intention of the document.

17. If a tenderer expires after the submission of his tender or after the acceptance of his tender, BHEL may at its discretion, cancel such tender. If a partner of a firm expires after the submission of the tender or after the acceptance of the tender, BHEL may cancel such tender at its discretion unless the firm retains its character.

18. If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract, if awarded and forfeit the Earnest Money / Security Deposit / any other moneys due.

19. BHEL reserves the right to accept or reject any of the bid / all bids with or without deviation or cancel / withdraw the invitation for bid without assigning any reason whatsoever and in such case no bidder shall have any claim arising out of such action by BHEL.

20. The successful tenderer should not sub-contract the part or complete work detailed in the tender specification without written permission of BHEL. The tenderer is solely responsible to BHEL for the work awarded to him.

Dy. Manager (HR & Security)
BHEL Bhopal

CONTRACTOR'S OBLIGATIONS

NIT NO: TAD/WW/2021-22/01

A) CONTRACTUAL

Towards selection, control and supervision of employees

- a) Contractor shall deploy required number of security personnel at a given post in a particular shift as per the instruction of BHEL's authorized official.
- b) Contractor shall ensure strict and effective supervision of the work allotted to him.
- c) Contractor to ensure that the security personnel deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite training, skill, proficiency, qualification, experience etc.
- d) Contractor to maintain appropriate records of his supervisors / security guards deployed to carry out the security work.
- e) Contractor will ensure that the job is executed through his employees on his rolls and under no circumstances the contractor will deploy any other person to carry out the job.
- f) The contractor is required to protect Company's property at all the installations and / or place of duty as earmarked by BHEL from time to time. For any loss to company's property, losses as determined by BHEL will be recovered from the bills of the contractor adding 20% overheads of BHEL.
- g) The contractor has to provide to his security guards uniform sets in adequate number along with badges bearing logo of his establishment, which shall be affixed by the guards on the left side of his uniform. All security personnel reporting on duty should have identity card, name plate, neatly be dressed and properly turn out.
- h) Contractor to ensure that all precautions are taken for safety of his guards and equipments.
- i) All shift supervisors and guards will have to 'fall- in' for briefing in Control Room

- half an hour before the commencement of shift irrespective of the post or area.
- j) Area supervisors should make themselves available in the respective areas during their duty period. They have to make liaison with BHEL Control Room/Quick Reaction Team (QRT) and engage their guards for Watch and Ward in “Non-Critical Areas’, which require mostly patrolling jobs. In case of emergency or security threat they would contact QRT/Control Room and QRT will further coordination with local police, lodging of complaints / FIR with local police station in the event of any reportable incidents / offence by QRT. However, lodging of complaints/FIR with police shall not relieve the contractor of his obligation to safeguard the BHEL’s property and any loss to same shall be made up as per clause (f) above.
 - k) In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees from the establishment of BHEL. In case contractor decides to terminate services of his employees, he should settle all terminal dues required under intimation to BHEL.
 - l) BHEL does not want security agency to engage security personnel beyond 08 hours a day. (Double employment is not allowed).
 - m) The contractor has to ensure engagement of extra security personnel to the tune of 1/6th of the total number of security personnel envisaged under the scope of the contract to take care of uninterrupted security services during the absence of regular security personnel and on account of entitled leave/weekly offs/holidays.
 - n) As per the requirement BHEL will instruct the security agency to post the security guards at any place with in BHEL Boundary for security of property of BHEL.

B) Towards supply of tools, tackles and materials

- a) Contractor shall provide to his employees all tools, tackles, material, equipments *like lock, chain, ropes, lathies, torch and as specified in contract* and maintain the same to carry out the job under the contract at his cost and if necessary may take insurance policy of his worker, material, equipments & tools & tackles.
- b) Contractor shall provide shoe, whistle, helmet, torch, pen, diary, personal protective equipment & maintain the same at his own cost which may be required.
- c) Contractor shall ensure that his personnel wear uniform, cap, shoes, helmet and other required safety appliances, apparels /equipments such as mobile handsets, whistles, lathi etc. during work hours and they should be

properly turned out for duty.

C) Towards statutory liability

- a) As mentioned in the terms and conditions enclosed as Annexure 'H' of this contract.
- b) Contractor shall indemnify BHEL against all claims by statutory authorities and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
- c) Contractor shall be responsible for making payment of wages within 7 days from the last day of wage period (wage period shall be from 1st day of the month to the last date of the month) and to ensure disbursement of wages through individual guard's bank account only. Bank Statement in support of disbursement of wages to individual be endorsed by bank should be submitted to BHEL's authority.
- d) No security personnel should be engaged for more than 8 hours a day. In exceptional case where it is unavoidable, the liability of additional payment on account of Over Time shall be the sole responsibility of contractor. Under such circumstances, BHEL shall admit payment only to the extent of proportionate Basic + VDA along with applicable statutory payments and service charges towards this.
- e) In case the Contractor employs contract labour then he shall have to obtain license under the provisions of CL(R&A) Act.

D) Towards Finance

Contractor to arrange his own finance for carrying out the job including supply of tools, tackles and equipments, materials, payment of wages to his employees etc.

Dy. Manager (HR & Security)
BHEL Bhopal

**GENERAL TERMS & CONDITIONS FOR CONTRACTORS FOR DEPLOYMENT OF
CONTRACT LABOURS UNDER SERVICE / WORKS CONTRACT.**

NIT NO: TAD/WW/2021-22/01

1.0 LABOUR LICENCE AND OTHER REQUIREMENTS:-

- 1.1 The security agency will obtain a Labour License for provision of contract labour in accordance with the Govt. order on the subject. The Labour License can be obtained from the office of the concerned Central Labour Dep't office in the State. To enable the contractor to apply for Labour license Form III shall be issued by BHEL.
- 1.2 The contractor shall deploy such number of workers in the premises of BHEL, BHOPAL, as required for completion of the contract. The workers such deployed shall be his own workers.
- 1.3 In case the number of labour deployed by the contractor in premises of BHEL BHOPAL exceeds the number of labour allowed in the license then the contractor shall immediately inform the HR and concerned department. The contractor shall also apply to the licensing officer in the region for amendment in the license within 7 days of exceeding the number of labors mentioned in the license.
- 1.4 Labour license and other requirement in case of contractors NOT working in BHEL, BHOPAL or has less than 20 workers on his rolls.
 - a) The contractor should possess valid Labour license issued by any licensing authority if he has deployed 20 or more workers in any organization.
 - b) After being eligible to apply as above, if the contractor is awarded the contract then he should apply for Form-III from BHEL to obtain Labour License from Appropriate Government and submit the same within one month from the date of award of contract. Till then award will be treated as **PROVISIONAL**.
- 1.5 The contractor shall also have to submit copy of PAN card and latest IT return.
- 1.6 The contractor must possess GST Registration number under relevant code head.
- 1.7 Stamp Duty: Contractor should deposit stamp duty, before start of the contract, on security deposit as per Stamp Duty Act. (As applicable)

2.0 APPOINTMENT:

- 2.1 The contractor shall submit the following to HR, contracting department.
- (a) The details of the worker proposed to be deployed in Annexure-II.
 - (b) Contractor shall get Police Verification of all security personnel deployed by it before entering into the Security Contract agreement.
 - (c) Copy of employment card, along with a photo I card, issued by contractor to his own worker. – Annexure I
- 2.2 The photo identity card shall have to be revalidated in every three months on last working day of the month or any other date fixed to do so. In absence of such revalidation, duly forwarded by TAD department, the employee shall not be allowed to be deployed by the Contractor.
- 2.3 The contractor shall maintain a register of persons employed by him in the format prescribed under Rule 75 of Contract Labour (R&A) Central Rules. A copy of this format is annexed as ***annexure II***.

3.0 BILLS PAYMENT, ATTENDANCE AND PAYMENT OF WAGES

- 3.1 The contractor shall pay minimum wages as applicable of the Appropriate Government to his own employees as well as the contract workers deployed by him for the purpose of contract.
- 3.2 The contractor shall submit bills to the contracting department by 22nd of each month.
- 3.3 The contractor's bills should be accompanied with the following.
- a) Copy of the work done by the Contractor.
 - b) Statement of Wages of security personnel deployed by him under the work contract, PF/ESI no., Labour Welfare Board(as applicable), statutory deductions etc., in the format as in Annexure III. (Form XVII of Contract Labour (R&A) Rules
 - c) PF and ESI challans for the current month- separate for concerned Work contract. Print of online challan along with list of contributing contract workers for ESI and PF duly certified by the contractor.
 - d) Wage payment sheet for the bill period as per annexure IV A.
 - e) Copy of Form-5 and Form-10 (PF monthly returns) submitted by contractor to RPFC for billing month.
 - f) Copy of Form 12A-regarding PF remittance
 - g) List of security personnel covered under accident insurance policy
 - h) Statement of material supplied by the contractor if any
 - i) Copy of Labour License if increase in no. of guards deployed against Work

Order if applicable.

j) Copy of Challan of present GST paid (as applicable)

- 3.4 The executing department shall pass the bills of the contractor and after checking the documents as in para 3.3 above forward them to Finance through HR department.
- 3.5 After checking the Labour Laws compliances with respect to the concerned service contract HR department and after retaining copies of PF and ESI Challans and wage payment sheet pertaining to current month, annexure III etc. will forward the bill along with requisite documents (the bill in original) to finance department. Finance department shall on satisfactory compliances of stamp duty charges, GST and security deposit amount, make payment as per contract.
- 3.6 Finance department shall, on satisfactory compliance, and after deduction on account of Security deposit amount, TDS etc. will make payment to the contractor.
- 3.7 The contractor shall compulsorily issue pay slips to his workers, for the month deployed for undertaking activities under the Work contract, at least a day prior to disbursement of wages. Pay slip should contain PF / ESI numbers and deduction against them.
- 3.8 The contractor shall make payment to the his own personnel / guards before the expiry of the 7th day after the last day of the wage period in respect of which the wages are payable. The payment of wages to the workers shall **not** be subject to payment against the bills by BHEL.
- 3.9 The contractor shall remit the cheques favouring RPFC and ESI Bhopal with the appropriate banks with such period as stipulated under relevant provisions. Last date for remittance of PF is 15th and that in case of ESI is 21st of each month.
- 3.10 Payment of salary to the security personnel shall be made by way of Cheque/Bank Account/ATM or Electronic means by 7th of every month and same pay statement is to be produced along with the bills submission. No payment is to be made in cash. **Payment to security personnel should not be subjected to the release of payment by BHEL to the contractor.** In case the contractor fails to make payment to security personnel by 7th of each month then penalty shall be levied against the contractor as per penalty clause at Annexure 'O'.
- 3.11 In cases where the payment to the contractor is due only after completion of work and the payment is not made monthly then the contractor shall have to produce documents as enumerated in para 3.3 above, in respect of all workers deployed by him against the contract, for each month separately, along with final bills.

4.0 PROVIDENT FUND

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

4.6 **PF CONTRIBUTION:**

<u>Employee's Contribution</u>	<u>Employer's Contribution</u>	
12% of Normal wages paid	PF Contribution	3.67%
	Admn Charges	0.50%
	Pension Fund	8.33%
	EDLI Charges	<u>0.50%</u>
	Total	13.00%

- 4.7 The contractor shall submit annual returns in Form 6A and Form 3A prescribed under statutory EPF scheme 1952 in respect of each worker deployed by him with a copy to HR

5.0 EMPLOYEES STATE INSURANCE

- 5.1 The Contractor should allot ESI account number and get the nomination form, duly filled in, from each labour deployed by him at the time of joining.
- 5.2 At the time of joining the contractor shall get the self/family registration form filled by the workers and submit to the local ESI office.
- 5.3 The contractor shall facilitate making and collection of issued ESI cards by his worker.

5.4 **ESI CONTRIBUTION: -**

<u>Employee's Contribution</u>	<u>Employer Contribution</u>
0.75% of gross wages	3.25% of gross wages

5.5 The Contractor shall submit annual returns in Form-6 prescribed under ESI Act, deployed by him with a copy to HR and finance department.

5.6 Statutory Compliances are necessary. Non Compliances of statutory provisions may lead to cancellation of tender/blacklisting of contractor. The Contractor shall comply with all local, state and central laws, statutory rules, Regulations, etc, such as: the payment of wages Act, the Minimum Wages Act, The Workmen's Compensation Act, The Employer's Liability Act, The Industrial Disputes Act, The Employees Provident Fund Act, Employees State Insurance Scheme, The Contract labour (Regulations and Abolition) Act, 1970, Factory Act 1948, Maternity Benefit Act 1961, Equal Emolument Act 1976, M.P. Shram Kalyan Nidhi Adhiniyam 1982, Payment of Bonus Act 1963, Inter State Migrant Act and other Acts, Rules and Regulations for labour as may be enacted by the Government during the tender of the Contract and having force or jurisdiction at site. The contractor will be required to seek registration, if required, as per local laws. The contractor shall give to the local governing body, police and other concerned project site authorities all such notice (s) as may be required under law.

5.7 The Contractor shall produce the following Registers and forms as per Contract Labour (R & A) Rules 1971 for verification by the Executing Officer of the company:

- (a) **Form XII - Register of contractors(Rule74)**
- (b) **Form XIII - Register of Workmen employed by contractor (Rule 75)**
- (c) **Form XIV - Employment Card issued by contractor (Rule 76)**
- (d) **Form XVI - Muster Roll 78(1) (a) (i)**
- (e) **Form XVII - Register of Wages (Rule 78 (1) (a) (i)**
- (f) **Form XVIII - Register of wages-cum Muster Roll (in case of weekly Payment)**
- (g) **Form XIX - Wage Slip (Rule 78) (1) (b)**
- (h) **Form XX - Register of deduction for damages of loss (Rule (78) (1) (a) (ii)**
- (i) **Form XXI - Register of fines (Rule 78) (1) (a) (ii)**
- (j) **Form XXII - Register of advance (Rule 78) (1) (a) (ii)**
- (k) **Form XXIII - Register of overtime (Rule 78) (1)(a)(iii)**
- (l) **Form XXIV - Return to be sent by the contractor to licensing officer (Rule 82)**

6.0 BONUS

The contractor shall be liable to pay statutory bonus under payment of Bonus Act, 1965 and latest amendments.

7.0 DISCIPLINE

- 7.1 The Contractor shall be responsible for the discipline of his own labours deployed under the work contract. In case of any loss to the BHEL BHOPAL on account of indiscipline of contract labour then such loss shall be assessed and recovered from the running bills of the contractor or from the security deposit.
- 7.2 The contractor shall not employ any person who has not completed his 18 years of age and No Security Personnel engaged on this work by the contractors shall be beyond 55 years of age. No Security Personnel engaged on this work by the contractors shall be beyond 53 years of age at the time of contract for the two years. Documentary evidence in this regard is required to be submitted to BHEL
- 7.3 The contractor, on advice of authorized BHEL official, shall immediately remove any person employed by him, who may in the opinion of such authorized BHEL official is involved in misconduct. Such person shall not be re-employed by the contractor without prior permission.

8.0 LEAVE WITH WAGES TO CONTRACT LABOUR: -

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

9.0 INDEMNITY BOND/COMPLIANCE OF LEGAL PROVISION

- 9.1 That BHEL-BHOPAL will not, in any manner be responsible for any act, omission or commission of the security personnel deployed by contractor and no claim in this respect will lie against BHEL-BHOPAL. If any such claim is made against BHEL-BHOPAL by any security personnel or his heirs engaged/employed by the contractor, which BHEL- BHOPAL is obliged to discharge by virtue of any statute or any provision of law and rules due to mere fact of the workers of the contractor working at BHEL- BHOPAL premises or otherwise, the contractor will be liable to indemnify/reimburse BHEL- BHOPAL all the money paid in addition to the expenses incurred by him. The contractor must indemnify and keep indemnified BHEL- BHOPAL against all losses and claims for injuries or damage to any person or property whatsoever which may arise or in course of the operation of the contract and against all claims, demands, proceedings, damages, cost, charges and expenses whatsoever in respect of contingencies depicted herein shall be deemed as expected risk.
- 9.2 The Contractor has to make an agreement with BHEL in the format prescribed only on Rs. 500/- Non-Judicial Stamp Paper.

10.0 OTHER GENERAL TERMS AND CONDITIONS :-

10.1 Legal compliance

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

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

10.3 The Contractor shall compensate BHEL for any loss or damage to the plant/property, material of BHEL due to his workmen/representatives' negligence or otherwise during execution of work.

10.4 Risk & Cost clause-

In the event of contractor abandoning the work or BHEL revoking the contract BHEL shall have a right to get incomplete work completed at contractor's risk and cost. BHEL shall have a right to terminate the contract at any time without assigning any reason thereof.

To withdraw any portion of work and / or to restrict / alter quantum of work as indicated in the contract during the progress of work and get it done through another agency and / or by the departmental staff at the risk and cost of Contractor, in the event of Contractor not starting the work in time, poor progress of work, inability to get the work done completion of Contract, poor quality of work, persistent disregard of instructions of BHEL, assignment transfer, or subletting of the contracted work without written permission of BHEL, non-fulfilment of any contractual obligations etc. and to claim /recover compensation for such losses from the contractor including BHEL's supervision charges and overheads from Security Deposit / other dues in addition to any other action that may be taken.

10.5 CPG/SD will be released on submission of following certificates from departments mentioned as under: -

- (a) Completion of work and certification of payment of minimum wages to contract labours from contracting department.

- (b) Certificate of compliance of labour laws from HR department.
- (c) Certificate of payment of EPF withdrawal in respect of all security personnel submitted to PF Authority.
- (d) Any other dues liable to be remitted by contractor under financial laws, to Finance department
- (e) In case of non-satisfactory performance of the contract, BHEL shall have a right of forfeiting the CPG. In case of any dispute decision of concerned Head of the Department will be final.

11.0 SETTLEMENT OF DISPUTE/JURISDICTION/ARBITRATION ETC.: -

BHEL Reserve the following rights: -

To evaluate the bid as per BHEL policy and Govt. guidelines including CVC/Vigilance guidelines by the tender committee duly constituted by BHEL Management. The decision of BHEL, BHOPAL Management or Tender committee duly approved by competent authority shall be final and binding to bidder. Accept / Reject any or all tender fully or partly without valid reasons.

11.1 CONFIDENTIALITY

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

11.2 SUSPENSION

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

11.3 JURISDICTION

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

12.0 FORCE MAJEURE -

Notwithstanding anything contained in the contract, neither BHEL nor the

Contractor shall be held responsible for total or partial non-execution of any of the contractual obligations, should the obligation become unreasonably onerous or impossible due to occurrence of a 'Force Majeure' which directly affects the obligations to be performed by the BHEL or the contractor; Such events include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotions, insurgency, sabotage, acts of public enemy, fires, explosion, epidemics, quarantine restrictions, floods, earthquake, or acts of God, restrictions by Govt. authorities; over which the BHEL or the contractor has no control.

The party claiming to be affected by force majeure shall notify the other party in writing without delay, within two weeks from the occurrence of such situation and on the cessation thereof. Extension of time sought by the contractor along with supporting evidence and so granted by BHEL for the work affected, if any, shall not be construed as waiver in respect of remaining execution. Rescheduling of execution on account of force majeure conditions, if so agreed by BHEL, will not entail the contractor to claim any increase in the price on whatsoever account.

Notwithstanding above provisions, BHEL shall reserve the right to cancel the Contract, wholly or partly, in order to meet the overall project schedule and make alternative arrangements. If deemed necessary, BHEL may takeover partly processed work at a mutually agreed price.

13.0 INSURANCE: -

- a) It shall be the sole responsibility of the contractor to get insured the property, materials, machineries, tools & tackles etc. belonging to him.
- b) It shall be the sole responsibility of the contractor to insure his workmen against risks of accidents and injury while at work as required by the relevant rules and to pay compensation, if any, to them as per Workmen's Compensation Act. The work will be carried out in a BHEL Township area and all the Rules and Regulations which are in force from time to time shall be followed by the contractor.
- c) If due to contractor's carelessness, negligence and / or non-observance of safety and other precautions, any accident / injury occurs to other persons / public, damage to BHEL's property and/or personnel occurs, and if BHEL is unable to recover in full its claim from the Insurance Company, the deficit will be recovered from the contractor. The contractor shall be responsible for necessary compensation and other expenses in full, if so decided by the appropriate authority.
- d) It shall be the responsibility of the contractor to provide security arrangements for the equipment/materials belonging to BHEL & handed over to the contractor for use in the work till these are incorporated in the work & accepted by BHEL or are returned to BHEL Stores

14.0 ARBITRATION: -

- i) All disputes between the parties to the Contract arising out of or in relation to the Contract, other than those for which the decision of the Engineer in the Contract or any other person is expressed to be final and conclusive, shall after written notice by either party to the contract to the other party, be referred to sole arbitration of the General Manager or his nominee. The Arbitration shall be conducted in accordance with the provisions of the Indian Arbitration and Reconciliation Act, 1996.
- ii) The parties to the Contract understand and agree that there will be no objection that the General Manager or the person nominated as arbitrator had earlier in his official capacity directly or indirectly dealt with the matters to which the Contract relates or that in the course of his official duties had expressed views on all or any of the matters in dispute or difference. The award of the arbitrator shall be final and binding on the parties to this contract.
- iii) Work under the contract shall be continued by the contractor during the arbitration proceedings, unless the matter is such that the work cannot possibly be continued until the dispute or differences are settled by the arbitration and save as those which are otherwise expressly provided in the contract.
- iv) The arbitration proceedings shall be held at Bhopal. The jurisdiction of courts for these proceeding shall be at Bhopal.

15.0 CONCILIATION -

The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract or the Memorandum of Understanding (delete whichever is inapplicable), which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.

Notes:

- 1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.
- 2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof.

16.0 INTEGRITY PACT :-

Integrity pact (IP) shall be applicable for this tenders / contracts. This integrity pact shall be issued as part of the Tender documents and shall be returned by the bidder along with Techno-commercial bid duly filled, signed and stamped by the authorized signatory who signs the bid. Only those vendors / bidders who have entered into such an IP with BHEL shall be considered qualified to participate in the bidding. Entering into this pact shall be a preliminary qualification.

17.0 ORC (Over Run Compensation) – Not to be allowed.

18.0 Penalty against delay in submission of Performance Security:

"Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (SBI rate + 6%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT / contract, from the bills along with due interest "

19.0 COMPENSATION IN CASE OF DEATH/PERMANENT INCAPACITATION

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, repair 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/Offices/townships and premises/Project Sites.
- (c) Compensation in respect of each of the victims :
 - (i) In the event of death or permanent disability resulting from Loss of both limbs : Rs 10,00,000/- (Rs Ten Lakh)
 - (ii) IN the event of other 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(l) of the Employee's Compensation Act, 1923.

NOTE : This clause shall be applicable in a contract having contract value of Rs 5.00 Lakh or above.

20. SHORT CLOSURE CLAUSE :-

If at any time after acceptance of tender BHEL decides to abandon or reduce the scope of work for any reason whatsoever the Engineer-in-Charge shall give notice in writing to that effect to the contractor & the contractor shall have no claim to any payment of compensation or otherwise whatsoever 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 foreclosure of the whole or part of the works. In the event of such foreclosure after acceptance of tender the contractor shall be paid at contract rates full amount of works executed at site & in addition a reasonable amount as certified by the Engineer-in-Charge for the items mentioned below which could not be utilized on the works in the full extent because of Foreclosure.

- (i) Any Expenditure incurred on site infrastructure work/enabling works.
- (ii) Any Expenditure incurred on materials meant for incorporation in the work lying unutilized which the contractor does not desire to retain. The cost of such materials shall however take into account purchase price, cost of transportation & deterioration which may have been caused to material whilst in the custody of contractor.
- (iii) For Contractors material not retained by BHEL reasonable cost of transportation of such materials from site to contractors permanent store or to his other works whichever is less shall be payable.
- (iv) Reasonable compensation for transfer of T & P from site to contractors permanent store or to his other works whichever is less shall be payable to the contractor.
- (v) In case of foreclosure all surplus material issued to the contractor either free of charge or on chargeable basis & lying at site shall be returned by the contractor to BHEL after proper reconciliation taking into account normal wastage & allowance for any deterioration/damage as may be permitted.

Dy. Manager (HR & Security)
BHEL Bhopal

Annexure 'I'

FORM XIV

(See Rule 76)
Employment Card

Name and address of Contractor :

Nature of work and location of work :

Name and address of Establishment
in/under which contract is carried on :

Name and address of Principal
Employer :

1. Name of the workmen :

2. Serial No. in the register of workmen
employed :

3. Nature of employment/designation :

4. Wage rate with particulars of unit,
in case of piece-work. :

5. Wage period :

6. Tenure of employment :

Remarks. :

Signature of contractor.

Signature of Contractor

Signature of BHEL Official

FORM XIII

[See Rule 75]

Register of workmen employed by contractor

Name and address of contractor

Name and location of work

Name and address of Establishment in/under which contract is carried on

Name and address of Principal Employer

[illegible]

Signature of Contractor

Signature of BHEL Official

Annexure 'III'

STATEMENT OF THE CONTRACTOR FOR THE MONTH OF _____ 20____

WORK ORDER NO-----

CONTRACTING DEPARTMENT-----

CONTRACTOR NAME-----

S.NO	NAME OF WORKER	CAT.	Duty days	Wages per day	GR OS S W A	EMPLOYEE ES CONTRIB		Total deducti on	Recover y of theft/d amage d	NET PAYA BLE	EMPLOYEE R'S CONTRIB	
						PF 12%	ESI 0.75%				PF 13.00%	ESI 3.25%
1.												
2.												
3.												
4.												
5.												
6.												
7.												
8.												
9.												
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SIGNATURE OF THE CONTRACTOR

NIT No. TAD/WW/2021-22/01

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Signature of Contractor

Signature of BHEL Official

MEASUREMENT OF WORK AND PAYMENTS THERE OF.

NIT NO: TAD/WW/2021-22/01

1. The designated officer of the BHEL will periodically inspect the Work being carried out by the contractor and his personnel and if he observes any deficiency, then the same shall be notified to the contractor and the contractor in turn remove the same immediately to the satisfaction of the designated officer.
2. Payment shall be made on the basis of number of security man-days. Eight hours deployment of security personnel in a day shall be reckoned as one security man-day.
3. All payments will be subject to deduction of income tax at source as per Income Tax Act and as per the applicable Rules.
4. Measurement Book to be maintained for the work carried out daily / weekly / monthly by the contractor & the same shall be verified by BHEL official, nominated for the same.

**Dy. Manager (HR & Security)
BHEL Bhopal**

NO DEVIATION CERTIFICATE

NIT NO: TAD/WW/2021-22/01

With reference to **NIT No. TAD/WW/2021-22/01 dated 17 /11 /2021**, it is to state that all the terms and conditions mentioned in the above NIT are acceptable and there is no deviation whatsoever to any terms and conditions from our side.

Date :-

Signature & Seal of the bidder/
authorized signatory

ANNEXURE – “K”

INFORMATION OF SIMILAR JOBS EXECUTED / IN PROGRESS IN PAST SEVEN YEARS

S.No.	Agency by whom awarded	Location of the Project	Particulars of the works awarded	Contract value	Date of completion

Note: Please enclose copy of work orders and completion certificates

Name & signature of the bidder

(Seal)

Signature of Contractor

Signature of BHEL Official

ANNEXURE – “L”

DECLARATION FOR DEPLOYMENT OF WATCH AND WARD

I / We, (NAME OF THE FIRM)..... hereby confirm that against this work bearing NIT No. dated that allotted numbers of watch and ward personnel shall be deployed by me/us on any day during the contract period of this tender.

Name & signature of the bidder
(Seal)

**CERTIFICATE CONFORMING KNOWLEDGE
ABOUT SITE CONDITION**

REFERENCE: NIT NO. TAD/WW/2021-22/01

We, M/S

Hereby declare and confirm that we have visited the project site, in BHEL Bhopal referred in Tender Specification under reference above and acquired full knowledge and information about the site conditions.

We further confirm that the above information is true and correct and we shall not be eligible for any additional payment of any nature on account of lack of knowledge or non-familiarization of site conditions.

SIGNATURE OF THE BIDDER WITH SEAL

-

ANNEXURE "N"

DECLARATION BY VENDOR

- (1) We declare that the following family firms or sister concern affiliates /subsidiary firms are participating in this tender enquiry.

(i)
(ii)
(iii)

OR

We confirm that no family or sister concern affiliates/subsidiary firms are participating in this tender enquiry.

- (2) I,.....(Name) hereby declare on behalf of (Name of Company) and the family or sister concern affiliates/subsidiary firms listed above that we are not including in cartel formation for this tender enquiry.
- (3) The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.

(Seal & Sign of bidder)

PAYMENT TERMS, TAX & PENALTY CLAUSES

A. PAYMENT TERMS

1.0 PAYMENT OF RUNNING/INTERIM BILLS :-

- i. Contractors shall present the bill within reasonable time.
- ii. Running bills/final bill shall be supported with copies of wage sheets, PF as well as ESI challans in addition to other formats as per BHEL's standard practice.

2.0 PAYMENT OF FINAL BILL :-

- i. It will be sole responsibility of the contractor to submit final bill in time, not exceeding three months from the date of completion of work. The bill submitted after three months from the completion of work shall be treated as late bill.
- ii. The final bill shall be submitted by the contractor in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of the final certificate of completion furnished by the Engineer-in-Charge whichever is earlier. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished.

3.0 TERMS OF PAYMENT :-

3.1 Progressive payment shall be made based on the actual measurements of service executed subject to the deductions towards income tax with surcharge, other applicable tax (if any) or levies applicable and recoveries and penalty, if applicable.

3.2 All the payments due to the Contractor will be made through Electronic Fund Transfer (EFT). For EFT facility the successful bidder is required to submit the details duly endorsed by their bank in the prescribed proforma as enclosed at Annexure "XX".

3.3 Payment of running bills shall be made within 90 days from the date of submission of bills (by the contractor) duly verified by BHEL. Payment of Final bill shall be made as mentioned above. If any contractor is covered under MSMED Act, he will be eligible to be released payment within 45 days as per the afore-said Act as applicable.

3.4 Any interim Payment made relating to work done or materials delivered vide running account bill may be modified or corrected by any subsequent interim payment or by the final payment. No certificate of the Engineer-in-charge supporting an interim payment shall of itself be conclusive evidence that any work or materials to which it relates is/ are in accordance with the contract.

Note: Advance Payment– BHEL does not give advance of any kind as a policy.

B. TAX CLAUSES:-

Necessary tax deduction at source from supplier's bill will be made as per statutory requirements. Tax if applicable shall be paid extra. Any new tax introduced in future shall be considered as applicable. Any loss of tax credit to BHEL due to the reason attributable to the contractor will be recovered from them along with interest.

a) Wherever bidders are required to supply services at project site Party has to submit GST registration no. of the State in which project site is located along with copy of registration certificate at the time of submission of Bid. In case the same is not available at the time of submission of bid, the contractor has to give an undertaking that the same will be arranged before award of work order.

b) HSN Code/SAC, rate of tax under GST and applicable GST (IGST/CGST/SGST/UTGST) and GSTIN shall be clearly mentioned by the Bidder.

c) GST portion of the invoice shall be released only upon:-

1. All invoices raised by contractors/vendors must be GST compliant Tax invoices as per GST invoice rules.

2. Contractor declaring such invoice in his GSTR-1 or any modified return as notified by government

3. Receipt of goods/services and Tax Invoice by BHEL and

4. Confirmation of payment of GST thereon by contractor on GSTN portal.

5. Alternatively, Contractor has to submit BG of appropriate value which shall be valid at least one month after the confirmation of date of payment of GST by contractor on GSTN portal and receipt of Tax invoice and receipt of services, whichever is later. Contractor has to give an undertaking in this regard.

6. Contractor has to give an undertaking to BHEL that they have declared invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL.

d) Payment to Contractor for GST portion will be released only after completion of above activity and on availment of ITC by BHEL.

e) In case GST credit is delayed/denied to BHEL due to non/delayed receipt of services/goods and/or tax invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from the contractor along with interest levied/leviable on BHEL.

f) Reverse Charge under GST (If applicable) -

1) In respect of services, reverse charge liability shall arise at the earliest of date of payment to service provider or 60 days from the date of issue of invoice by service provider. Contractor has to submit bill for payment within 30 days from the date of invoice. Any interest or penalty implications attributable to the contractor shall be recovered from them.

2) Any GST liability arising on BHEL under reverse charge before actual receipt of goods and/or invoice thereof would be subject to recovery of interest leviable for the period

Signature of Contractor

Signature of BHEL Official

between the date of such liability and actual date of eligibility of ITC based on receipt of goods, receipt of invoices and other condition specified in GST Law.

g) Liquidated Damage/Penalty Liquidated damage (LD) or Penalty if chargeable from suppliers/contractors as per NIT, applicable GST will be charged in addition to the same.

h) Tax Deduction at source - TDS as per extant provisions of the Income Tax Act and GST Act shall be deducted from supplier/contractor bill.

C. PENALTY CLAUSE:-

1. For Non-deployment of security guard :-

For non-deployment of required man power, following deductions shall be made from contractors' bill as penalty:-

Descripti on	Non deployment	Penalty
For security guard/super visor	For non-deployment of manpower for each day	10% of computed quoted rate of guard/supervisor for each man day of non-deployment

2. In case the contractor fails to make payment to security personnel by 7th of each month then a penalty @ Rs.500/- per day shall be levied against the contractor.

Note: - Imposition of penalty as mentioned above subject to a maximum ceiling of 10% of the total contract value. GST on penalty shall be charged extra.

**Dy. Manager (HR & Security)
BHEL Bhopal**

ANNEXURE – “a”

CONTRACT

(To be issued in appropriate valid non –judicial stamp paper issued from State of Madhya Pradesh)

THIS AGREEMENT MADE THIS..... DAY OF 20.... Between BHARAT HEAVY ELECTRICALS LIMITED, Bhopal (A Government of India Enterprise) a Company incorporated under the Companies Act 1956, having its registered office at BHEL House, Siri Fort, New Delhi – 110 049 (hereinafter called BHEL) of the ONE PART

AND

..... (here-in-after called the `Contractor') of the SECOND PART.

WHEREAS M/s state that they have acquired and possess extensive experience in the field of and whereas in response to an Invitation to Tender No..... dated issued by BHEL for the execution of the Contractor submitted their offer dated..... And whereas BHEL has accepted the offer of the Contractor on terms and conditions specified in the Letter of Intent No..... dated..... Read with the reference cited therein.

THIS AGREEMENT WITNESSESS AND it is hereby agreed by and between the parties as follows:

That the Contractor shall execute the work of and more particularly described in Tender specification (hereinafter called the said works) in accordance with and subject to terms and conditions contained in these presents, Instructions to Tenderers, General Conditions of Contract, Special Conditions, annexures, Letter of Intent dated and such other instructions, drawings, specifications given to him from time to time by BHEL.

The Contractor is required to furnish to BHEL Security Deposit in the forms of cash/approved securities / Bank Guarantee valid upto for a sum of Rs..... (Rupees) towards satisfactory performance and completion of the Contract.

The Contractor has furnished a Guarantee bearing No..... Dated for a sum of Rs..... (Rupees.....) executed by Bank in favour of BHEL towards Security Deposit valid up to..... (The Contractor has furnished to BHEL an initial Security Deposit of Rs..... in cash /Approved Securities/BG for Rs..... And has agreed for recovery of the balance security deposit by NIT No. TAD/WW/2021-22/01

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Signature of Contractor

Signature of BHEL Official

BHEL..... @ 10% of the value of work done from each running bill till the entire security deposit is recovered).

The contractor hereby agrees to extend the validity of the Bank Guarantee for such further period or periods as may be required by BHEL and if the contractor fails to obtain such extension (s) from the Bank, the contractor shall pay forthwith or accept recovery of Rs..... from the bills in one instalment and the Contractor further agrees that failure to extend the validity of the Bank Guarantee or failure to pay the aforesaid amount in the manner specified above shall constitute breach of contract. In addition to above BHEL shall be entitled to take such action as deemed fit and proper for recovering the said sum of Rs.....

That in consideration of the payments to be made to the contractor by BHEL in accordance with this Agreement the Contractor hereby convenience and undertakes with BHEL that they shall execute, construct, complete the works in conformity, in all respects, with the terms and conditions specified in this Agreement and the documents governing the same.

That the Contractor shall be deemed to have carefully examined this Agreement and the documents governing the same and also to have satisfied himself as to the nature and character of the works to be executed by him.

That the Contractor shall carry out and complete the execution of the said works to the entire satisfaction of the Engineer or such other officer authorised by BHEL, within agreed time schedule, the time of completion being the essence of the Contract.

That BHEL shall, after proper scrutiny of the bills submitted by the Contractor; pay to him during the progress of the said works such sum as determined by BHEL in accordance with this Agreement.

That this Agreement shall be deemed to have come into force from the date on which the letter of intent has been issued to the Contractor.

That whenever under this contract or otherwise, any sum of money shall be recoverable from a payable by the Contractor, the same may be deducted in the manner as set out in the General Conditions of Contract or other conditions governing this Agreement.

That all charges on account of Octroi, Terminal and other Taxes including sales tax or other duties on material obtained for execution of the said works shall be borne and paid by the Contractor.

That BHEL shall be entitled to deduct from the Contractor's running bills or otherwise Income Tax under Section 194(C) of the Income Tax Act, 1961.

That BHEL shall be further entitled to recover from the running bills of the contractor or otherwise such sum as may be determined by BHEL from time to time in respect of

consumables supplied by BHEL, hire charges for tools and plants issued (where applicable) and any other dues owed by the contractor.

That it is hereby agreed by and between the parties that non-exercise, forbearance or omission of any of the powers conferred on BHEL and/or any of its authorities will not in any manner constitute waiver of the conditions here to contained in these presents and the liability of the Contractor with respect to compensation payable to BHEL or Contractor's obligations shall remain unaffected.

It is clearly understood by the between the parties that in the event of any conflict between the Letter of Intent and other documents governing this Agreement, the provisions in the letter of intent shall prevail.

The following documents:-

- (a) Invitation to Tender No..... and the documents specified therein
- (b) Contractor's Offer No..... date.....
- (c) Letter of Intent No..... date
- (d)

shall also form part of & shall govern this Agreement.

IN WITNESS HEREOF, the parties hereto have respectively set their signature in the presence of:

(CONTRACTOR)

to be signed by a person holding a valid Power of Attorney

For and on behalf of

Bharat Heavy Electricals Ltd, Bhopal

WITNESS: -

1.

2.

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Signature of Contractor

Signature of BHEL Official

ANNEXURE – “b”

MODEL FORM OF BANK GUARANTEE (FOR SECURITY DEPOSIT)

(To be issued in appropriate valid non-judicial stamp paper of appropriate value)

In consideration of the Bharat Heavy Electricals Limited, having its registered Office at BHEL House, Siri Fort, New Delhi (hereinafter called BHEL), having agreed to exempt (hereinafter called “the said Contractor (s)” from the demand, under the terms and conditions of the Agreement dated made between BHEL and for (hereinafter called “the said Agreement”) of Security (name of work) deposit for the due fulfilment by the said contractor(s) of the terms and conditions contained in the said Agreement, on production of a bank guarantee for Rs..... (Rupees Only) We at the(indicate the name of the Bank)

(hereinafter referred to as “the bank”) request of contractor(s) do hereby undertake to pay to BHEL and amount not exceeding Rs..... against any loss or damage caused to or suffered or would be caused to or suffered by BHEL, by reason of any breach by the said contractor(s), of any of the terms or conditions contained in the said Agreement.

We, do hereby undertake to pay the amounts due and payable

(indicate the name of the Bank) under this guarantee without any demur, merely on a demand from BHEL, stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by BHEL by reason of breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the contractor(s)’s failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

3. We, undertake to pay to BHEL any money so demanded

(indicate the name of the Bank)

notwithstanding any dispute or disputes raised by the Contractor(s) / supplier(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under these presents being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) / supplier(s) shall have no claim against us for making such payment.

We further agree that the guarantee herein contained(indicate the name of the Bank) shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be

Signature of Contractor

Signature of BHEL Official

enforceable till all the dues of BHEL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till BHEL certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before we shall be discharged from all liability under this guarantee thereafter.

We further agree with BHEL that BHEL shall have the fullest.....

(indicate the name of the Bank) liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BHEL against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of BHEL or any indulgence by BHEL to the said Contractor(s) or by any such matter or thing whatsoever which under the Law relating to sureties would, but for this provision, have effect of so relieving us.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s) / Supplier(s).

We, lastly undertake not to revoke this guarantee during its

(indicate the name of the Bank) currency except with the previous consent of BHEL in writing.

Dated Day..... of 2021

For

(indicate the name of the Bank)

Witness:

1.

2

Note : The above format is drawn upon the model form jointly evolved by the Reserve Bank of India, the Indian Banker's Association and the Ministry of Finance, Government of India as circulated by Indian Banker's Association, Bombay vide their letter No. LA/14-61/7808 dated 1/5/1980 as such no deviations are acceptable.

To be issued in appropriate valid non-judicial stamp paper prevalent in the state where the same is executed which is to be certified by the Notary Public or any other competent officer of that state.

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Signature of Contractor

Signature of BHEL Official

LIST OF CONSORTIUM BANKS

- 1. State Bank of India**
- 2. ABN Amro Bank N.V.**
- 3. Bank of Baroda**
- 4. Canara Bank**
- 5. Citi Bank N.A.**
- 6. Corporation Bank**
- 7. Deutsche Bank**
- 8. HDFC Bank Ltd.**
- 9. The Hong Kong and Shanghai Banking Corporation Ltd.**
- 10. ICICI Bank Ltd.**
- 11. IDBI Ltd.**
- 12. Punjab National Bank**
- 13. Standard Chartered Bank**
- 14. State Bank of Travancore**
- 15. State Bank of Hyderabad**
- 16. Syndicate Bank**

ANNEXURE “d”

(TO BE ISSUED IN NON-JUDICIAL STAMP PAPER OF Rs. 10/- issued from State of Madhya Pradesh)

INDEMNITY BOND

WHEREAS THE (Name of the contractor) M/s. _____, having its registered office at, _____ has taken the contract for tender NO..... & Contractor's Offer No.....but the sub-contractors have also to obtain licence under the contract Labour (Regulation & Certificate under Form-V of the said rules.

So on the request of (Name of the contractor) M/s.....M/s Bharat Heavy Electricals Limited, Bhopal has agreed to issue certificate in Form-V in respect of the sub-contractor mentioned below. M/s, therefore, undertake to fully indemnify the M/s Bharat Heavy Electricals Limited, Bhopal from any financial implication whatsoever that may arise due to the grant of certificate in respect of sub-contractors of (name of the contractor in Form-V under contract Labour (Regulation & Abolition) Act. 1970 and its rules.

- 1.
- 2.
- 3.

(CONTRACTOR)

to be signed by a person holding a valid Power of Attorney

ANNEXURE – “e”**CHECKLIST & SCHEDULE OF GENERAL PARTICULARS**

NOTE: - Bidder shall fill in the following details and no column should be left blank.

1.	Name & Address of the Bidder		
2.	Email Address		
3.	Contact Details	PhoneNo. (Office)	
		Mobile No	
		Fax No	
4.	Name & designation of the official of the tenderer to whom all the references shall be made		
5.	Bidder's proposal No. & date		
6.	Whether Tender Fee submitted Please give details.		
7.	Whether EMD submitted Please give details.		
8.	Validity of offer / rates quoted for six months from the date of opening of techno-commercial bid.	Yes / No	
9.	PAN No. (Photocopy enclosed)	Yes / No (PAN NO. -----)	
10.	P.F. Code No, (photocopy enclosed.)	Yes / No (PF NO. -----)	
11.	ESI No. (photocopy enclosed)	Yes / No (ESI NO. -----)	
12.	GSTIN (photocopy enclosed)	Yes / No (GSTI NO. -----)	
13.	Financial status (as per Annexure “C”)	Yes / No	
14.	Detail of experience (as per Annexure “C” & Annexure-“K”)	Yes / No	
15.	Format of Annexure “L”	Yes / No	
16.	Attested copy of power of attorney	Yes / No	
17.	Details about type of the firm with relevant supporting document	Yes / No	
18.	Whether signed copy of all the tender document submitted	Yes/No	
19.	No Deviation Filled as per Annexure “J”	Yes / No	
20.	Certificate conforming knowledge about site condition as per Annexure “M”	Yes / No	
21.	Declaration by vendor as per Annexure “N”	Yes / No	
22.	Format of Integrity Pact as per Annexure- ‘f’	Yes / No	
23.	Acceptance for participation in RA (Reverse Auction)	Yes / No	
24.	Services offered by me/us meets the local content requirement for ‘Class-I Local Supplier’ with local content equal to or more than 50% (As per PPP-MII, Order 2017)	Yes / No	

Signature of ContractorSignature of BHEL Official

ANNEXURE – “f”

INTEGRITY PACT

Between

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Siri Fort, New Delhi - 110049 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

and

_____, (description of the party along with address), hereinafter referred to as "The Bidder/ Consultant" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for

_____. The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Consultant(s).

In order to achieve these goals, the Principal will appoint Independent External Monitor(s), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the Principal

1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional

Signature of Contractor

Signature of BHEL Official

information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

1.1.3 The Principal will exclude from the process all known prejudiced persons.

1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/ Consultant(s)

2.1 The Bidder(s)/ Consultant(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

2.1.1 The Bidder(s)/ Consultant(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

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

2.1.3 The Bidder(s)/ Consultant(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Consultant(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

2.1.4 Foreign Bidder(s)/ Consultant(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Consultant(s) to disclose their foreign principals or associates. The Bidder(s)/ Consultant(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2.2 The Bidder(s)/ Consultant(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

2.3 The Bidder(s)/ Consultant(s) shall not approach the Courts while representing the matters to IEMs and will await their decision in the matter.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/ Consultant(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Consultant(s) from the tender process or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Consultants", framed by the Principal.

Section 4 - Compensation for Damages

4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/ Bid Security.

4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Consultant liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher.

Section 5 - Previous Transgression

5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 - Equal treatment of all Bidders/ Consultants / Sub-consultants

6.1 The Principal will enter into agreements with identical conditions as this one with all Bidders and Consultants. In case of sub-contracting, the Principal consultant shall be responsible for the adoption of IP by his sub-consultants and shall continue to remain responsible for any default by his sub-consultants.

6.2 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

Section 7 - Criminal Charges against violating Bidders/ Consultants /Subconsultants

If the Principal obtains knowledge of conduct of a Bidder, Consultant or Subconsultant, or of an employee or a representative or an associate of a Bidder, Consultant or Subconsultant which

Signature of Contractor

Signature of BHEL Official

constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 -Independent External Monitor(s)

- 8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The Bidder(s)/ Consultant(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Consultant(s). The Bidder(s)/ Consultant(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-consultant(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Consultant(s) / Sub-consultant(s) with confidentiality in line with Non- disclosure agreement.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Consultant. The parties offer to the Monitor the option to participate in such meetings.
- 8.5 The role of IEMs is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter should be examined by the full panel of IEMs jointly as far as possible, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to CMD, BHEL, at the earliest. They may also send their report directly to the CVO and the Commission, in case of suspicion of serious irregularities requiring legal/ administrative action. IEMs will tender their advice on the complaints within 10 days as far as possible.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.9 IEM should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the organization should be looked into by the CVO of the concerned organisation.

Signature of Contractor

Signature of BHEL Official

8.10 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code/ Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.11 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.

8.12 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

9.1 This Pact shall be operative from the date IP is signed by both the parties till the final completion of contract for successful bidder and for all other bidders 6 months after the contract has been awarded. Issues like warranty / guarantee etc. should be outside the purview of IEMs.

9.2 If any claim is made/ lodged during currency of IP, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 - Other Provisions

10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.

10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

10.3 If the contractor is a partnership or a consortium, this agreement must be signed by all the partners or consortium members.

10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

10.5 Only those bidders / consultants who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

For & On behalf of the Principal

(Office Seal)

Place-----

Date-----

Witness:_____

(Name & Address) _____

For & On behalf of the Bidder/ Consultant

(Office Seal)

Witness:_____

(Name & Address) _____

ANNEXURE "XX"

FORMAT FOR (EFT) ELECTRONIC FUND TRANSFER

You are requested to submit the information as per details given below at the earliest to enable processing of e-payment:

1. Name of the Supplier (Max 60 char)
2. Account No(Max 17 char)
3. Name of the bank, branch, city (Max 60, 40 and 20 characters respectively)
4. Branch Code (Max 5 char)
5. MICR Code (Max 30 char)
6. IFSC Code (Max. 30 char) [Every NEFT enabled bank / branch has a unique IFSC Code (Indian Financial Security Code)] This code may differ from RTGS IFSC code.

VENDORS / BIDDERS ARE SUPPOSED TO SUBMIT THE INFORMATION ON FIRM'S LETTER HEAD DULY ENDORSED AND STAMPED BY THEIR BANKERS.

In addition to above information please also furnish the following details to enable faster clearance of bills.

7. E-Mail Address (Max 40 char)
8. Details of TIN No. (Max 11 char)



भारत हेवी इलेक्ट्रिकल्स लिमिटेड, भोपाल

(भारत सरकार का उपक्रम)

Bharat Heavy Electricals Limited, Bhopal

(A Govt. of India undertaking)

उत्कृष्टता की ओर अग्रसर

"Marching Towards Business Excellence"

TO WHOM SO EVER IS CONCERNED.

Details for receiving Bank Account for NEFT/RTGS payment.

1. Name of Beneficiary : BHARAT HEAVY ELECTRICALS LTD.
2. Name of the Bank : State Bank of India
3. Bank of Branch Address : HET, Piplani, Bhopal (M.P.)-462021
4. Account No. : 30855948540
5. IFSC Code : SBIN0000519
6. MICR : 462002011
7. Title of Account : Current Account
8. PAN No. : AAACB4146P

Place: Bhopal

Date : 19-01-2016

Chetana
19/01/16
चेतन मेहर
CHETAN MEHAR
वरिष्ठ प्रबंधक (वित्त)
Sr. Manager (Finance)
बी.एच.ई.एल. भोपाल / BHEL, BHOPAL

We certify that the above bank details are correct as per our record.

Banker Signature & Seal
S.K. JAIN
21/1/16
SBN-2917

भोपाल : 462022, दूरभाष : 2500100 (7 लाईन्स), फैक्स : 0755 - 2500425, तार : भारतइलेक
Bhopal : 462022, Phone : 2500100 (7 Lines), Fax : 0755 - 2500425, Gram : BHARATELEC
WEB SITE ADDRESS : www.bhelbhopal.com