



Bharat Heavy Electricals Limited, Jhansi

Department: HRM

“MANPOWER CONTRACT FOR PLANT SECURITY (WATCH AND WARD) SERVICES (for 02 years)”

TENDER ENQUIRY NO: HRM/SECURITY/2022/1

DATE: 18 /02/2023

TENDER DOCUMENT

For Tender Enquiry No.

HRM/SECURITY/2022/1 REV 01

For

NAME OF WORK: “MANPOWER CONTRACT FOR SECURITY SERVICES (WATCH AND WARD) WITH DGR SPONSORED Ex- SERVICEMAN AGENCY (for 02 years)”

BHEL Contact Person:

Name: Jamuna Prasad

Designation: Manager (Security / Canteen)

Email: jamuna@bhel.in

PH: 2770001 (2427), Mob. 9415057851

Tender Due Date: 03/03/2023 at 13:15 Hrs

Tender Opening Date: 03/03/2023 at 14:00 Hrs

Tender Submission Address: BHEL TENDER ROOM AT ADMINISTRATIVE
BUILDING GATE /SECURITY CONTROL ROOM,
BHEL JHANSI

Rev Date:	18.02.2023 REV 01
18.02.2023	Re-Tender

Department: -HRM

BHEL, PO: BHEL, Jhansi 284120 (UP)

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We hereby accepted above (signature & seal of bidder)



Bharat Heavy Electricals Limited, Jhansi

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DETAILS OF TENDER DOCUMENT SCOPE of work: “PROVIDING SECURITY (WATCH AND WARD) SERVICES TO TP JHANSI (for 02 years)”

The detailed content of tender document are as follows:

Sl. No.	Description	Schedule:	Page no
1	Details Of Tender	-	2
2	Notice Inviting Tender	A	3
3	Scope of Work & Work Specifications	B	4 to 7
4	<u>Bid application, Documents/Details Required to be submitted and Declaration by the bidder</u>	C	8 to12
5	Special Conditions of Contract & Instructions to Bidders	D	13 to 21
6	Techno Commercial Bid format	E	22
7	Price Bid Format and conditions for price bid	F	23 to 24
8	Price bid Evaluation Criteria & Finalization of Contract	G	25
9	Integrity Pact	26-30	
10	General Terms and Conditions for the Contract	As per format JHS2055B R04	

The duly filled & Signed by Authorized Signatory Complete Tender Document, Technical Bid, Blank Price Bid and Price bids along with General T & C format JHS 2055B R04, Integrity Pact complete in all respects super scribed as “Quotation for Tender No. “should reach us in a sealed cover on or before as mentioned through Registered / Speed post or the same may be dropped in the tender box available at the following address:

To
Tender Box
SECURITY Control Room/Office
Administrative Building
Bharat Heavy Electricals Limited
Jhansi-284 120. UP

Note: Dropping of tender in the Tender Box within schedule time (before/ by 13:15 hrs on due date) and date is the responsibility of the bidder

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Schedule “A”

NOTICE INVITING TENDER

S. No	Particulars	Details
1.	Brief Description of work	“Security services (Watch and Ward) (for 02 years)”
2.	Type of Tender	Open
3.	Duration of Contract	For 02 Years
4.	Last date & time of receipt of the Tender	03.03.2023 till 1315 hours
5.	Date & time of opening of Techno – Commercial Bid.	03.03.2023 at 1400 hours
6.	Address for submitting the Tender	To Tender Box Security Control Room/Office Administrative Building Bharat Heavy Electricals Limited Jhansi-284 120. UP
7.	Pre Qualifying Requirement (PQR)	Bidder must submit proof of DGR sponsorship for BHEL Jhansi Security Tender along with tender document.
8.	Earnest Money Deposit * (EMD)	Rs. NIL
9.	Cost of Tender	Rs. NIL
10.	Validity of Offer	90 Days

NOTE:

TECHNO-COMMERCIAL BID AND PRICE/RATE BID should be submitted in separate envelopes which should be clearly super scribes with the Tender no., Agency Name, Due date of tender, bid name. Then these two (02) bid envelopes should be kept in one big envelope. IN CASE both the bids i.e., Techno –commercial & price bids are found in a single envelope, bids are liable for rejection.

1. The tender document is free of cost
2. Contract will be governed by all statutory requirements amended from time to time & General terms & conditions of the contract of BHEL.
3. BHEL reserves the right to reject any or all the tenders without assigning any reasons whatsoever. Decision of BHEL in this regard shall be final & binding to all parties.
4. The Contractor can physically visit the work place before quoting their rates.

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Schedule: 'B'

SCOPE OF WORK

Factory premises Area: Approx. 250 acres.

Broad Scope of work: Providing watch and ward services in the plant Details
of most vulnerable areas/Facilities are as below:

Type/Particulars	Location
Entry/Exit Gates - Main Gate - Loco Area Entry Gate - Material Gate - HRD Gate - Administrative Building Gate - Rail Gate - Solar plant gate	07 nos. (Six) Gates
Watch Towers /Sentry Post/QRT	
Work Shops/Bay - Rail Gate - Bay 000 and Bay 00 - Bay 0,1 & 2 - Bay 3 - Bay 4 - Bay 5 - Bay 6 - Bay 7 - Bay 8 - Bay 9 - Bay 10 - Bay 11 - Bogie Shop - New Bogie Shop - Boiler Area - Rail Track	Central Store Fabrication Machine Shop Winding Area Core Slitting Winding Area Insulation Shop Non-Power Transformer (NPT) Assembly Shop & Impulse Testing area (High Voltage testing Area) Core & Tank Shop Winding Shop LOCOMOTIVE Product area LOCOMOTIVE Product area At the back side of plant premises For Loco movement
Stores	01
Copper Store	01 and stores in various shops
Main Store	03 (metal and other items) and scattered scarp yards for various wooden packings
Scarp Yard	
Despatch Section	Central Despatch cell
Coal Ash Yard	At the backside of plant premises

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Offices: Administrative Building	- Offices of Management /Various Deptt in a three storied building
Jayanti Bhawan Annexe Building Locomotive Admin Building Samadhan Bhavan HRDC Building Vivekananda Hall Works Engg/Factory Civil/ Stores SOLAR Plant Offices of Unions Fire Station /	- Offices of Management /Various Deptt in a two storied building - Offices of Various Deptt. on First Floor and ground floor is NPT shop area - Offices of various section of Locomotive product - Office of Stores Deptt - Office of HRDC/Raj Bhasa Vibagh/ Training centre in two stories building - Offices of Various Officials - Offices at the back area of factory premises - Outside the factory near security residential area besides ADM Building - Situated at the opposite to plant - Inside the premises

(Any other Office/Building that may be added in future in the Plant)

1. The role and responsivity of the agency deployed for watch and ward of the plant will be to ensure proactive action on information received from administration or their sources & provide overall security of the plant round the clock.
2. The gates are to be manned round the clock as per shifts (A, B, General etc) operative in the plant (24 hours) except HRD gate where Security Guards for eight Hour single shift is presently operative and material movement at material gate is restricted after A & General shift is over i.e. **04:45 pm** at present or timing as decided by the management.
3. At the time of shift in and shift out at gates mainly Main Gate /Loco gate and material gate should be supervised by Senior Supervisor/Man with Gun and other guards.
4. The senior supervisor (like Ex- JCOs) to look after all activities i.e. liaising with BHEL authority, Police, Local Administration and Communicate Security arrangements to supervisors (Ex- JCOs only) of each shift. Any FIR and coordination with Local Police shall be done the Personnel of the Agency/Corporation. Any information /incidence to be reported to police/ Press only after consultation with BHEL Management/ Authorities.
5. A four-Wheeler with sitting capacity for 4 to 6 guards and two-wheeler may be provided to Agency for patrolling and effective security management as per decision of BHEL.
6. Security staff will carry out the frisking /checking activity on regular /random basis in a systematic manner as per the need of the situation for persons (employees/Labours etc) and of vehicles entering the premises. Gate passes of visitors & exit passes of employees/labours to be checked thoroughly and reported to Management by the agency. Computer knowing ESM will be deputed for handling the material gate entry and personnel entry at material gate office and pass section office respectively. Senior Supervisor/Supervisor will be responsible for the maintenance of the documents and keeping BHEL stores safe

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7. The barriers of all gates will be remain pulled down and shall be operative with biometric card assess only.
8. Scarp Yards and other potential hazard area to be manned 24 hrs.
9. Patrolling of Security personnel in the factory Area, Along the boundary wall is to be carried out on regular intervals ensuring night whistle also.
10. Security personnel are required to prevent and report suspected activities happening in factory area verbally and in writing on official stationery/ through designated email ID of the security agency.
11. Management may seek help from ESM agency deployed in the plant in ceremonial dress for VIP/Public functions/National Festivals /Dignitaries Visit/ Guard of Honour to the esteemed Guests of the Company/Retiring Unit Heads etc. For any additional requirement/deployment of guard, agency will be paid.
12. Provision of PSO to be done for Unit Head as and when required.
13. Scarp Yards, oil gummy, coal yards, testing area and other potential hazard area to be monitored very closely 24 hrs.
14. National Flag to be unfurled daily on the top of the Administrative building and furled in the evening.
15. Security personnel are required to prevent any miscreants from setting fire to dry grass etc. and if any incident is noticed necessary action to be taken.
16. Security personnel are required to attend to emergency calls on the phones provided at Gates/ Control rooms.
17. In order to maintained effective local communication, Agency will stablish radio communication system covering distance up to 2 km all round. There for Twenty radio sets will be provided by Agency to be security posts/patrolling parties.
18. SOP in line with Govt. Guidelines to be formulated by the agency for issuing passes to Foreign Nationals and SOP to be duly endorsed BHEL Management.
19. ESM personnel should check all buildings at regular intervals.
20. March past of all security personnel mandatorily to be conducted once in a month on specific path as decided by management.
21. Security supervisor (Ex- JCOs or above only) to maintain /provide daily attendance, report and communicate to BHEL. BHEL management reserves the right to make anytime check of security arrangements in the plant.
22. Name badges and caps should be worn by all security personals while on duty.
23. Any abnormality on railway track of Khajraha railway line must be reported immediately.
24. If circumstances demand security personnel may be deployed in shift buses of BHEL also.
25. Any specific protocol like in case of any pandemic defined by management to be strictly followed & facilitated.

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OPTIONAL SCOPE OF WORK

1. Bidder may in addition to the above mentioned scope of work, also quote for the additional / optional scope of providing 2 nos motorcycles and 1 nos 4 wheel SUV type vehicle (preferably Bolero). The rates quoted for this additional scope of work will not be considered for tender evaluation purpose i.e determining L1 status. It will not be binding on BHEL to accept the rates for Optional scope of work. The rates for the additional / optional scope are to be filled in the format **Price Bid – Optional Scope** and enclosed along with the main Price Bid in the 2nd envelope marked as Price Bid

I/We agree with the above

We hereby accepted above (signature & seal of bidder)



Bharat Heavy Electricals Limited, Jhansi

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BID APPLICATION

Schedule: ‘C’

To,
General Manager
Human Resource Management (HRM)
Bharat Heavy Electricals Limited
Transformer Plant,
Khailar
Jhansi -284120

Dear Sir,

I / We hereby offer to carry out the work Providing Security (Watch and Ward) Services at BHEL Transformer Plant Premises at Khailar, Jhansi (U.P) against Tender Enquiry No. HRM/SECURITY/2022/1 Dated 23.01.2023

I /We have carefully perused the following documents connected with the above-mentioned work and agree to abide with the same.

- 1 Notice Inviting Tender
- 2 Bid Application
- 3 Details to be filled by bidder
- 4 Documents Required to be submitted by bidder
- 5 Declarations by Bidder
- 6 Instructions to bidder
- 7 Evaluation of Price bids & contract finalization
- 8 Special & General terms and conditions
- 9 Price variation clause- Revision in Wages & VDA is applicable as per DGR notification
- 10 Scope of Work
- 11 Blank Price Bid
- 12 Price Bid Format – Main and Optional 2 pages

(Part-A)

(Part-B)

I/ We further agree to execute all the works referred to in the said documents as per the General terms and conditions.

I / We are in possession of ESI Code and License under CL (R&A) Act.

I declare that, there was never / is no Case or charge under investigation /enquiry/trial against me/us, or conviction in a Court of Law or suspended or Blacklisted by any organization on any ground.

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Place: _____

Date: _____

Details to be filled by the bidder

Tender Enquiry No. : HRM/SECURITY/2022/1

Date :

Details of the Contractor : (To be filled by contractor)

a) Name and address of the Firm/Company:

.....
.....

b) Name and address of the proprietor / partners /Directors:

(Attached separate sheet if required)

.....
.....
.....

c) Whether the person(s) named above is/are interested in any other firm/company engaged in providing security services : YES / NO

d) If Yes, Name & address of the Firm/Company and Nature of interest therein:

e) Is any contract presently being operated under the control of the bidder in BHEL or Other Public Sector Undertaking or State or Central Govt.

Organization : YES / NO
(If Yes Furnish the details)

Location / Address	No. of Person	Value (In Lacs)	Date of Commencement	Date of Completion
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2

3

4

f) Is any relative of bidder employed in BHEL : YES / NO
(if Yes, furnish the details)

Name	Staff No.	Location / Area
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.....		
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g) The Financial Turnover of past 03 years in the form of Balance sheet / From 16/ IT Return etc. & copy of Bank accounts of last 06 months to be attached.

.....

Signature and Seal of Bidder

We hereby accepted above (signature & seal of bidder)



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Schedule: 'C'

Documents Required to be submitted along with Techno-commercial bid

01	ESI Code No.	
02	License under CL (R&A) Act	
03	PAN No.	
04	PF Code No	
05	GST No. of the firm & attach Copy of GST certificate	
06	Banker's Name, Address and IFSC / RTGS code of the branch	
07	Sponsorship No. & copy from DGR Ministry of Defence	
08	Bank A/C No.	
09	Address of Permanent place of business or a liaison office in Jhansi.	
10	Supporting Document like ESM sponsorship attached	
11	Self-Declaration in support of any exemption with valid Certificate copy e.g. ESI etc	

1. Self-Declaration that the bidder is not blacklisted/under hold from BHEL Jhansi or banned by any Unit/Region/Office of BHEL/ Any PSU
2. In case the bidder does not have a permanent place of business or a liaison office in Jhansi, a declaration stating that they shall open a permanent place of business or a liaison office in Jhansi, within 15 (Fifteen) days of placement of LOI.
3. All supportive documents required to be attached along with the techno-commercial bid.

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DECLARATION BY THE BIDDER

I, _____, aged _____ Yrs., S/o _____,
Residing at _____.

Hereby declare as follows:

- (i) That my nationality is _____.
- (ii) That I have a permanent place of business or a liaison office in Jhansi.
- (iii) That I am a major and eligible to enter into contract/my firm/my company is competent to enter into an agreement.
- (iv) I shall employ only such personnel who have not been found unfit for employment in Organizations such as Central/State/Public Sector undertaking by the Police Authorities.
- (v) I shall not employ persons against whom Criminal cases are pending or under investigation. (vi) I shall also not employ persons found guilty of offences involving moral turpitude for executing work in BHEL contracts.
- (vii) That there are no Criminal cases pending or under investigation against me or my firm or company.
- (viii) I have not been found guilty of offences involving moral turpitude nor any of the company directors/partners of my firm have been found guilty of offences involving moral turpitude.
- (ix) Neither I nor my firm nor my company has been declared insolvent in the past.
- (x) I have taken due care and efforts to furnish only information which are true in the tender document.
- (xi) I shall employ personnel who are more than 18 years of age and having sound physical and mental health.
- (xii) I shall keep Photograph/identity proof/residential proof of the Security Supervisor/ Gunman/Guards to be deployed against this tender and arrange for police verification.

Date: _____
Place: _____

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Schedule: D

SPECIAL CONDITIONS OF CONTRACT & INSTRUCTIONS TO THE BIDDER

1. The Special Conditions of Contract (SCC) shall have overriding priority over General Terms and Conditions (GTC) which are enclosed along with this document. Whenever there is any contradiction between the GTC and SCC, the SCC shall be treated as final.
2. The agency shall provide security arrangements for guarding the total area of Factory premises of BHEL at Khailar Jhansi. The party shall provide security services in Factory areas to protect the property of BHEL and also the life and property of the employees/ Officers and their families as the case may be.
3. Before making the offer the bidders are advised to carefully go through the terms and conditions, which form part of the agreement.
4. The bidder shall accept all the terms and conditions of the tender. The bid which does not comply with BHEL terms and conditions may be rejected.
5. DGR guidelines relating to price and priority shall be observed.
6. BHEL reserves the right to assess the capacity and capability of the parties for pre-qualification. The company also reserves the right to accept or reject any or all the tenders or any part thereof at any stage of process without assigning any reason whatsoever. BHEL's decision in this regard shall be final and binding.
7. VALIDITY OF RATES - The rates quoted should be valid for 90 days initially from the date of opening of the bid. However, if there is any change in the minimum wages of labour as per notification of DGR, the same shall be made applicable retrospectively.
8. BHEL reserves the right to award the contract to one or more contractors simultaneously as deemed fit at the initial stage or during the contract period.
9. Bharat Heavy Electrical Ltd does not bind itself to accept the lower or any tender but reserves to itself the right to accept or reject all or a part of any tender at its discretion.
10. BHEL reserves the right to cancel the contract at the initial stage or during the contract period if work is not found satisfactory.
11. Successful bidders shall enter into an agreement on stamp paper of Rs.100/- (Rupees One Hundred only) as a token of having accepted the rates, terms and conditions of the contract.
12. Number of personnel can be Fixed with discussion and as mutually agreed with the BHEL management.
13. That BHEL will provide office, office furniture's, telephone, stationary, torches with cells and bulbs etc. on the request of the agency free of cost, if considered appropriate and necessary for the proper discharge of security function. The aforesaid facilities shall be allowed only at the discretion of Head of Human Resource Department of BHEL.
14. That party shall maintain stock register for items of properties issued by BHEL.
15. That BHEL shall not be liable for any lapses made on the part of the party. The BHEL shall have right to recover the damages arising out of any violation of the labour laws made by the agency.
16. Deployment of trained security personnel and other working details shall be mutually discussed and finalized. The security personnel may also be deployed for security of shift buses of BHEL.
17. The agency will have to depute a representative who shall (in the absence of the agency) report to the Management or its designated representative on all working days and liaison with the supervisor in charge for the works to be undertaken.
18. Scope of work shall be as per Schedule 'B'. The ESM deputed for the work should be disciplined and well mannered; they should work in harmony with the employees of the plant and area around.

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19. The following Clauses of GTC document no **JHS2055B R04** shall be treated as superseded with the Special Conditions as per chart below:

S No	GTC and number of GTC document	Clause page	Revised Terms & Conditions
1	II A pg 1		Sealed bids are invited for scope of Supply of Labour, as detailed in the tender. Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, correction, erasure, or overwriting shall be valid only if they are attested under full signatures of person(s) signing the bid, else bid shall be liable for rejection. Any overwriting / cutting, etc. will be numbered by bid opening officials and announced during bid opening. Relevant enclosures, supporting documents, catalogue, samples, if any, as required as per Notice Inviting Tender (NIT) conditions shall be sent along with technical offer. All the columns in the tender form should be filled without leaving blank in any page of the tender and all the pages must be duly signed & stamped by the bidders before submission.
2	V pg 4		Pricing Terms - Price to be quoted as per the price bid format only. , PVC Clause will be applicable based on the revision in DGR wages and Dearness Allowance as notified by DGR time to time. A copy of the latest wage structure document must be enclosed as part of the price bid by the bidder. The prices quoted in the price bid shall be exclusive of GST. GST will be payable extra as per the applicable rates.
3	VIII. A.4 pg 5		Age of Ex-Serviceman – The agency shall not deploy any ESM having age more then Guard up to 55 years for guard/Gun man and Supervisor up to 58 years. However, fitness of workers will be monitored by BHEL representatives and if the ESM cannot demonstrate fitness level commensurate with the requirement of the job, the agency will have to replace such unfit workers.
4	VIII.A.11 pg 5		Uniform – The agency shall be responsible for providing proper uniform, shoes and other accessories including ceremonial gear to their staff. The uniform shall be maintained in neat and tidy condition and all the workers shall wear the uniform during duty hours. If found without uniform / shoes / cap, the defaulting worker may be removed from duty at the discretion of BHEL and the agency will have to find a replacement immediately. Ladies Guards shall also perform duties in Uniform provided by the agency.
6	VIII.D. pg 6		Personal Accident Insurance Policy – The provisions of this Clause are superseded with the following: The agency shall submit copy of the Group Insurance Policy to BHEL. All the security persons deployed in the contract must be covered by the afore-mentioned policy at the time of deployment.



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7	VIII.F.1 to 9 pg 8	Employees State Insurance – If any exemption in ESI is applicable, the provisions of this Clause shall be deemed to be not applicable provided that valid certificate of exemption from ESI is submitted by the agency. In case validity of ESI exemption expires during the period of the contract, the agency will have to submit the proof of renewal of such an exemption, failing which compliance to all the provisions of ESI Clause will be mandatory for the agency. However, undertaking that ESI exemption is still valid can also suffice if no validity is mentioned on the exemption letter.
8	VIII.H.(ii) pg 8	Leave with wages on National Holidays – Since this contract comes under essential services category, the legal and statutory provisions shall be ensured by the agency without compromising on the security deployment in BHEL on national holidays 26 January, 15 August and 02 October. Thus, adequate number of guards shall be deployed in all shifts on all days during the period of the contract.
9	X.2. (iii) pg 11	Additional wages are not payable as already VDA component is included in the guard's monthly payment.
10	X.2. (vi) pg 11	The agency shall make payment to their employees mandatorily through direct credit in the bank accounts of the work force (EFT). The Bank statement shall be verified by a representative from the area where the personnel are deployed. Opening of Bank Account and making the payment of wages in the respective bank account is the responsibility of the Agency. The payment of wages to the employees shall not be subject to payment against the agency's bills by BHEL. The payment/ reimbursement to ESM agency by BHEL shall be done within 30 days of submission of bills & documents to the contract finalizing Deptt. Attendance through biometric will be counted for making the payment.
11	IX A	<u>Security Deposit:</u> This clause is replaced with tender document clause no.48
12	X.4 pg 11	<u>Penalty for Delayed performance / payment -</u> (a) <u>For delay in payment:</u> Wherever delays are observed in disbursement of wages to Manpower Deployed, for every week or part thereof of delay, penalty shall be at the rate of 0.25% of the bill amount for the month due to the Agency, or Rs. 2500/- whichever is higher of bill amount for the month due to Agency. This shall be deducted from the respective bill of the Agency. (b) <u>For delay in deployment:</u> Wherever delays are observed in deployment of manpower in any point of time during the execution of contract, for every week of delay or part thereof from the stipulated time mentioned in the contract, penalty shall be 2 % of the total commission amount for the contract. This shall be deducted from the respective bill of the Agency. GST shall be deducted extra over the penalty amount. Agency who make defaults other than the above, shall be liable to penalty from BHEL as decided by the Management on case to case basis. GST shall be deducted extra over the penalty amount

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20. The agency will undertake full responsibility to compliance of as per DGR & Govt. PF, ESI, Bonus, Gratuity, Workman compensation and other claims arising out of engagement of his security staff during the course of operation of the contract. Only these shall be reimbursed by BHEL as per rules.
21. The wages shall be governed as notified by DGR on their website. Proper documentary proof shall be required in this effect. Exemptions if any shall be submitted along with proper documentary proof.
22. Patrolling parties will carry out patrolling during in all the shifts. They will follow standing instruction issued time to time from security office.
23. All Gun men will be fully responsible for their Guns and ammunitions.
24. Uniform (Shirts, Full Trousers, Shoes, Cap with Badge, steel hallmate protection shield and jacket, shoulder Badge, Whistle with lanyard, bent wood Stick 5' feet long with leather handle and Name plate) torches during night patrolling, duties will be borne by the agency.
25. The agency has to provide appropriate number of pre-printed registers, letterheads, seals, stamps, pens & other stationery items for day to day working and communication. The reports on administrative issues/ Daily security report etc, incidents report, to be submitted on agency's letter head or signed & stamp affixed by authorized signatory of the agency.
26. During execution of services effective communication may be ensured by agency.
27. In case of Guards/Security persons availing leave on working days, alternative security guards will have to be provided by the agency for which no additional compensation shall be payable.
28. Number of persons to be deployed may increase or decrease as decided by BHEL management from time to time, however total number of persons as per price bid (ex-servicemen only) are likely to be deployed for this work and monthly payment shall be made only after verification of attendance of this manpower.
29. The rates quoted by the agency are in line with the notified rates of DGR inclusive of all taxes and duties excluding GST, the GST will be paid extra.
30. All the terms & conditions of contract with respect to taxes & duties are subject to GST law as enforced as on date. The payment of the tax will be released subject to furnishing details of outward supply/services to BHEL in GST return. The GST input tax credit entry maintained by GST in to the BHEL accounts on GSTIN common portal must be ensured by the vendors. In absence of the same or any loss of GST Input tax credit due to the vendors/services providers should be recovered /not payable to the vendors. BHEL GSTIN No.09AAACB4146P2ZC.
31. GST amount will be reimbursed after submission of copy of GSTR-I/confirmation of Invoices over portal.
32. Bidder should have the essential License under Contract Labour (Regulation & Abolition) Act 1970. Successful bidder has to get the endorsement in the license for the areas and nature of work, which they will be performing as part of the contract.
33. Bidder should have an independent ESI Employer code under ESI Act 1948.
34. Bidder should preferably have the independent PF code under Employee Provident Fund and Miscellaneous Provisions Act 1952.
35. Photocopy of Letter from ESI Corporation and PF commissioner's office, to establish that bidder is independently registered as an employer under ESI and PF to be produced to BHEL immediately on commencement of work (ESI & PF code to be submitted)

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We hereby accepted above (signature & seal of bidder)



Bharat Heavy Electricals Limited, Jhansi

Department: HRM

“MANPOWER CONTRACT FOR PLANT SECURITY (WATCH AND WARD) SERVICES (for 02 years)”

TENDER ENQUIRY NO: HRM/SECURITY/2022/1

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36. Income Tax shall be recovered from agency's bill as per the applicable laws. If income tax exemption certificate (duly signed by competent authority) is produced by the agency, Income Tax would not be deducted.
37. In case the bidder has a relative employed in BHEL, the authority-inviting tender shall be informed of this fact in writing at the time of submission of tender, failing which the tender may be cancelled, or if such fact comes to light subsequently, the contract may be terminated.
38. Being the work of emergency nature, the agency has to provide suitable arrangement in case any of his employee fails to perform duty due to any reason.
39. Work shall be carried throughout the year without interruption due to any Sunday/holiday, round the clock and agency has to make suitable arrangement for the same without any extra compensation.
40. All the security personnel should have knowledge of reading & writing Hindi & English both and also, they should be able to make entries of vehicles entering BHEL premises.
41. All supervisors must be of Ex-JCO's rank only. Supervisors (Ex- JCOs only) should be able to handle normal correspondence and security related emergency situations effectively and guide security staff to take the required actions as the circumstances demand.
42. The agency shall not employ any person who is not Ex Serviceman.
43. If the situation arises, where the agency fails to provide security services and BHEL may be required to arrange security services, the same shall be at agency's risk & cost.
44. Failure to comply with any or all of the above conditions can result in termination of the contract, forfeiture of the security deposit, Penalties as may be decided and future blacklisting.
45. BHEL reserves the right to award the contract to one or more contractor simultaneously as deemed fit at the initial stage or during the contract period.
46. Price Variation Clause (PVC):
Variable Dearness allowance (VDA) is applicable in DGR rates and for payment reimbursement DGR rates shall be applicable.
47. EARNEST MONEY DEPOSIT (EMD): Not applicable
48. SECURITY DEPOSIT:
Security Deposit (SD): As per OM no. 28 (138)2019/D (Res-1) dated 06.02.2020, DGR sponsored ESM will deposit EMD/CPG or Bank Guarantee up to a maximum limit not exceeding 10 percent of One month's wage bill. The same will be deducted from the ESM's Monthly service charges in three instalments.
 - a) Security Deposit shall not be refunded to the contractor except in accordance with the terms of the contract.
 - b) Failure to pay the security deposit shall be treated as failure to discharge the duties under the contract and shall result in cancellation of the offer of the contract and the bidder shall be liable to compensate the losses if any incurred by BHEL on this account. The security deposit shall be refunded within a reasonable time after the date of expiry of the contract period subject to the contractor carrying out all obligations and operations as required under the contract.

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We hereby accepted above (signature & seal of bidder)



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c) BHEL reserves the right to appropriate the whole or any part of the amount of the security deposit without prejudice to other claims against the contractor for losses suffered by BHEL due to failures on the part of the contractor or due to termination of contract or contractor becoming disqualified because of liquidation. Such losses, damages, charges, expenses or cost, as assumed by BHEL shall be final and binding the contractor and shall not be called into question.

49. The bidder shall comply with the provisions of the Factories Act 1948, Contract Labour (Regulation and Abolition) Act 1970, ESI Act, Employees Provident Fund and Miscellaneous Act 1952, Minimum Wages Act 1948, Payment of Gratuity Act 1972, Industrial Disputes Act, 1947, Employers Liability Act 1938, Inter State Migrants Workmen (Regulation of employment and conditions of Service) Act 1979 and or any other Laws and Rules that may be applicable from time to time to the workers engaged by him. The bidder, when required by the Company shall produce the registers and records for verification and comply with other directions issued by the company for compliance of the statutory provisions.
50. The Income Tax as applicable will be deducted from the bill of contractor.
51. The contractor shall submit the documentary evidence of payment on account of submission of statutory payments made to the concerned agencies before clearance of bill of next month.
52. While quoting the rate, the bidders are advised to take care of Minimum wages. Present rate as per DGR notification (with effect from 01.04.2020) of wages as applicable are as under:

AREA-B

<u>S.No</u>	<u>Description</u>	<u>Percentage (This is to be read in conjunction with latest rules/ acts/ regulations and policies promulgated by Competent Govt Authority)</u>	<u>Security Guard without arms (Skilled)</u>	<u>Security Guard with arms (Highly Skilled)</u>	<u>Supervisor (one per 20 security Guards) (Highly Skilled)</u>	<u>Remarks</u>
(a)	Basic Wages (BW) plus Variable Dearness Allowance (VDA)		788	866	1048.04	1. Centre or state wages, whichever is higher, is payable. 2. See Notes 1 & 5

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We hereby accepted above (signature & seal of bidder)



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(b)	Employees State Insurance (ESI)/Medical Allowance and Workmen Compensation in areas not covered under ESI	3.25% of Basic plus VDA	As Applicable			See Notes 2 & 10
(c)	Employees Provident Fund EPF	12% of Basic plus VDA	As Applicable			See Notes 9 & 10
(d)	Employees Deposit linked Insurance EDI-I	0.5% of Basic plus VDA	As Applicable			or as notified from time to time
(e)	Administrative Charges EPF & EDLI	0.5% of Basic plus VDA	As Applicable			or as notified from time to time
(f)	House Rent Allowance (HRA)	16% of Basic plus VDA or Rs 3600 (Whichever is higher)	126.08	138.56	167.68	See Notes 3, 9 & 10 or as notified from time to time
(g)	ESI/Medical Allowance on	3.25% of HRA	As Applicable			See Notes 2 & 9 or as notified from time to time
(h)	Bonus	8.33% (Basic + VDA)	65.64	-		See Notes 4, 9 & 10 or as notified from time to time
(i)	Uniform Outfit Allowance	5% of Basic plus VDA	39.4	43.3	52.4	
(j)	Uniform Washing Allowance	3% of Basic plus VDA	23.64	25.98	31.44	
(k)	SUB TOTAL	Sum of (a) to (j)				Cost per Watch (8 Hours) for eve Guard
(l)	Relieving Charges 1/6th of total of serial (k) **	1. To be incorporated only when a reliever is provided on paid rest days. 2. All mandatory deductions in respect of the reliever as applicable at serial (b), (c), (d), (e) and (g) to be deposited with concerned Govt Departments.				
(m)	Total Cost Per Day	Sum of (k) to l)				
(n)	Service Charge (14% of serial 'm')	14% (of serial 'm')				See Notes 9 & 10
(o)	Sum Total	Sum of (m) and (n)				See Notes 7 & 8
(p)	GST	As per prevailing rates				As notified from time to time

We hereby accepted above (signature & seal of bidder)



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Notes: -

1. Wherever the state minimum wages are higher than the wages notified herein, the higher wages shall stand protected and would be payable
2. ESI the employees employed in the watch & ward duties shall be covered under the Employees State Insurance Act 1948 as amended from time to time based on the gazette notifications by respective State Governments covering the areas under the ESI Act. Those areas which are not covered in the notification shall be covered under the Workmen Compensation Act 1923, as applicable.
3. HRA the classification of the areas for the purpose of calculation of IHRA is to be taken as per the classification of areas for HRA promulgated by the Ministry of Finance, Govt. Of India.
4. Bonus- Bonus is mandatory as per Payment of Bonus Act 1965 (as amended vide payment of bonus Amendment Act 2015), concerned month's wage as fixed by DGR or State Govt. or Rs.7000/whichever is higher is payable to the security guard/supervisor w. e. f 01 April 2014.
5. Paid Rest Day. The security guards are entitled to a paid rest day in every period of seven days. (Refer Section 13 (b) of the Minimum Wages Act, 1948 and Rule 23 of the Wages (Central) Rules, 1950). When a security guard is requisitioned by the Principal Employer to work for more than 48 hours in a week, he is entitled to wages on overtime rates for the additional period at double the ordinary rates in addition to the wages for the rest day.
6. Leave. Payment for leave relief during the leave as mandated by Centre/State Govts. / Principal employer/Service recipient will also be admissible by the Principal Employer/Service Recipients.
7. Additional Charges. Additional charges will be levied in case of service being provided in remote/disturbed/hazardous areas as Field Allowance @ 25 percent of Basic Pay plus VDA, and will be entitled to ESM security guards when working in remote / disturbed area such as Northern Eastern States, J&K etc, or when working in areas hazardous to health such as Coal Fields, Mines and Pipelines.
8. The daily wages shall be the minimum wages below which the the employees employed in the watch & ward duties shall not be paid. The security agencies shall acquaint themselves with the relevant statutory provisions and carry out the market survey before bidding/ quoting the rates of basic daily wage including the variable dearness allowance but the same will not be below the minimum wages as given above.
9. Wages are subject to amendments as and when promulgated by concerned authorities from time to time.
10. Para 2(b), (c), (f), (g), (h), (l) and (n) of this Notice shall be calculated by the security agencies and PSUs/service recipients, as per the governing statutory provisions, as applicable.

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We hereby accepted above (signature & seal of bidder)



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11. Any welfare measures laid down by the Central/State Enactments shall be duly complied with by the security agencies and PSUs/Principal employers'/service seekers.
12. Facilities to be extended by BHEL to ESM agencies:
 - i. BHEL may provide accommodation in the area specified for security personnel in the form of family Quarters & Barracks. The applicable charges for licence fees, water & electricity shall be as per BHEL prevailing rates (Present rate is **Rs. 620/- per month** for Type II, **Rs. 1200 /-** per month for Type III & Approx. Rs. 8000/- for Barrack of 7 mtr having single beds and per bed charges shall be calculated on no. of beds in barrack).
 - ii. BHEL will provide office to the Agency, office furniture & stationary, Land line intercom telephone, Patrolling Vehicle on the request of the agency free of cost, if considered appropriate and necessary for the proper discharge of security function. The aforesaid facilities shall be allowed only at the discretion of Head of Human Resource Department of BHEL.
 - iii. Fixed charges of maximum Rs. 1500/- per month shall be paid to the agency for maintaining mobile phones for prompt communications with BHEL Officials concerned.

We hereby accepted above (signature & seal of bidder)



Bharat Heavy Electricals Limited, Jhansi

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DATE: 18/02/2023

Schedule: E

TECHNO-COMMERCIAL BID

NAME OF WORK : “Security Services (for 02 years)”

1. Name of the firm :------(Essential)
2. Name of the Proprietor/Partners/Director: -----(Essential)
3. Address and Contact Numbers: -----(Essential)
:-----
4. Firm Registration Number :------(Essential) Copy of the
Certificate : Enclosed / Not Enclosed
5. Labour Licence Number :------(Desirable)
: Enclosed / Not Enclosed
6. PF Code Number :------(Desirable) Copy of the
Certificate : Enclosed / Not Enclosed
7. ESI Code Number/Exception certificate: ----- (Essential) Copy of the
Certificate : Enclosed / Not Enclosed
8. PAN Number :------(Essential)
(copy Enclosed / Not Enclosed)
9. Income Tax Returns for last 3 years : Enclosed / Not Enclosed------(Desirable)
10. G S T Number : ------(Essential)
(copy Enclosed / Not Enclosed)
11. Number of Workers including Supervisors: -----(Essential) on the rolls of the
firm
12. Self-Declaration as per schedule ‘C’ :- Enclosed / Not Enclosed -----(Essential)
13. Any other relevant information :-----

14. Validity of offer : 180 days from the date of tender Opening.
15. Cost of Tender Document : NIL
16. Exemption if any :----- (Essential)
: copy of certificate - Enclosed / Not Enclosed

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

**NOTE: TECHNO-COMMERCIAL BID AND PRICE/RATE BID SHOULD BE SUBMITTED IN
SEPARATE SEALED ENVELOPES. IN CASE THE BIDS ARE FOUND IN ONE SINGLE**

ENVELOPE THEN THE “BIDS” ARE LIABLE TO BE REJECTED.



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Schedule: F

NAME OF WORK: “Security Services (for 02 years)” BLANK

PRICE BID (Security Wing) – Main Scope

- a. Name of the firm.....
- b. Name of the proprietor/partners
Address and contact numbers.....
:.....
- c. Company address/ Email address / Mobile no.
.....
.....

BLANK PRICE BID for service charges

<u>Service Charges in % payable to the agency</u>	
--	--

CONDITIONS FOR MAIN PRICE BID

- 1 TECHNICAL BID AND PRICE BID SHOULD BE SUBMITTED IN SEPARATE SEALED ENVELOPES AS PART-I (Techno Commercial bid) & PART-II (Price bid). IN CASE THE BIDS ARE FOUND IN ONE SINGLE ENVELOPE THEN THE SAME ARE LIABLE TO BE REJECTED.
- 2 PAYMENT WILL BE MADE ON ACTUAL BASIS HOWEVER MINIMUM WAGES DECLARED BY DGR AND VDA COMPONENT FROM TIME TO TIME SHOULD REMAIN PROTECTED.
- 3 IF ANY OTHER ADDITION IS MADE OR ANY CONDITION IS ADDED BY THE BIDDER IN THE PRICE BID FORMAT THEN THE OFFER SHALL BE LIABLE FOR REJECTION.
- 4 AGENCY/CORPORATION HAS TO COMPLY WITH PAYMENT OF MINIMUM WAGES AND OTHER
STATUTORY LEVIES AS PER PROVISION OF THE RESPECTIVE ACTS.



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BLANK PRICE BID (Security Wing) – Additional / Optional Scope

BLANK PRICE BID for items of additional / optional scope

S NO	Item	Quantity (nos)	Rate
1	Providing 150 cc or above engine capacity motorcycle having valid registration and in working condition with fuel and maintenance expenses all in bidder's scope	2	
2	Providing 1500 cc or above Diesel engine capacity 4 wheeler SUV vehicle having valid registration and in working condition with driver, fuel and maintenance expenses all in bidder's scope	1	

GST extra as applicable

CONDITIONS FOR ADDITIONAL / OPTIONAL PRICE BID

- 1 Bidders are informed that above is part is Optional and will not be considered for evaluation of bids for determination of L1 bidder.
- 2 BHEL reserves the right to accept or not accept the rates in the Optional Price bid. The work will be awarded to the bidder who has been found to be L1 in the evaluation of the Main Price Bid only



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Schedule: G

Price Bid Evaluation Criteria & finalization of contract

1. Price shall be evaluated on the basis of Service charges quoted in price bid format. Wage structure provided by DGR in their notification (at present dated 01.04.2020) to be strictly adhered to. Relevant DGR notification for wage structure to be enclosed with this tender.
2. Agency is required to submit its empanelment Certificate & PAN card copy along with techno Commercial Bid i.e. envelope containing Part –I.
3. Lowest bidder (L1) shall be decided on the basis of Service Charges quoted by the bidder.
4. In line with Sponsorship letter issued by Director General of Resettlement (DGR) and OM dated 06.06.2020, in case of all DGR sponsored agencies quotes the same service charges for the contract, the contract shall be awarded to the senior most agency.
5. Total no of guards to be provided by the agency will be 52 **ESM**. The details are as under: -
 - (a) One Senior Supervisor-Responsible for overall security management, coordination, reporting and dealing any issues pertaining to guards and security of the plant.
 - (b) 23 Gun Man – Deployment at various places.
 - (c) 28 Guards.



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INTEGRITY PACT(IP)

1. IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. A panel of Independent External Monitors (IEMs) have been appointed to oversee implementation of IP in BHEL. The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory who signs in the offer) along with techno-commercial bid. Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.

Details of IEM for this tender is furnished below:

1	Shri Arun Chandra Verma, IPS (Retd.)	Flat No. C -1204, C Tower, Amrapali, Platinum Complex, Sector 119, Noida (U.P.)	acverma1@gmail.com
2	Shri Virendra Bahadur Singh, IPS (Retd.)	H. No. B-5/64, Vineet Khand, Gomti Nagar, Lucknow - 226010	vbsinghips@gmail.com

2. Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to the IEM mentioned in the tender.

Note:

No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department

For all clarifications/ issues related to the tender, please contact:

Name: (1) Jamuna Prasad

Deptt: HR (Security & Canteen)

Address: PO khailar, BHEL Jhansi-284120

Phone: (Landline/ Mobile) - 0510 – 2770001 (Ext. 2427) / 9415057851

Email: jamuna@bhel.in,

Fax: 0510-2412120



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INTEGRITY PACT

Between

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Sir' Fort, New Delhi - 1 10049 (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/ Contractor" 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)/ Contractor(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.



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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 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)/ Contractor(s)

- 2.1 The Bidder(s)/ Contractor(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)/ Contractor(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)/ Contractor(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)/ Contractor(s) will not commit any penal offence under the relevant IPC / PC Act; further the Bidder(s)/ Contractor(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 The Bidder(s)/ Contractor(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)/ Contractor (s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

If the Bidder(s)/ Contractor(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)/ Contractor(s) from the tender process or act as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors". framed by the Principal.



Limited, Jhansi

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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 Contractor 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 / Contractors / Sub - contractors

- 6.1 The Bidder(s)/ Contractor(s) undertake(s) to obtain from all subcontractors a commitment consistent with this Integrity Pact and report Compliance to the Principal. This commitment shall be taken only from those sub-contractors whose contract value is more than 20 % of Bidder's/ Contractor's contract value with the Principal. The Bidder(s)/ Contractor(s) shall continue to remain responsible for any default by his Sub-contractor(s).
- 6.2 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- 6.3 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/ Contractors / Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which 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)/ Contractor(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)! Contractor (s). The Bidder(s)/ Contractor(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-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality,
- 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 Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 8.5 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or heal the situation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 8.6 The Monitor will submit a written report to the CMD. BHEL within 8 to 10 weeks from the date of reference or

intimation
to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.



Limited, Jhansi

Bharat Heavy Electricals

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- 8.7 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.8 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant IPC / PC Act, and the CMD, BHEL has note, 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.
- 8.9 The number of Independent External Monitor(s) shall be decided by the CMD. BHEL.
- 8.10 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

- 9.1 This Pact begins and shall be binding on and from the submission of bid(s) by bidder(s). It expires for the Contractor 12 months after the last payment under the respective contract and for all other Bidders 6 months after the contract has been awarded.
- 9.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified as 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 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 / contractors 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

For & On behalf of the Bidder / Contractor

(Signature with Office Seal)

(Signature with Office Seal)

Place : _____

Date : _____

Witness 1 : _____

Witness 2 : _____

(Name & Address) : _____

(Name & Address) : _____



Limited, Jhansi

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Schedule: H

NAME OF WORK: “Security Services (for 02 years)”

PRICE BID (Security Wing) – Main Scope

- a. Name of the firm.....
- b. Name of the proprietor/partners
- Address and contact numbers.....
-
- c. Company address/ Email address / Mobile no.

PRICE BID for service charges

<u>Service Charges in % payable to the agency</u>	
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CONDITIONS FOR MAIN PRICE BID

- a. TECHNICAL BID AND PRICE BID SHOULD BE SUBMITTED IN SEPARATE SEALED ENVELOPES AS PART-I (Techno Commercial bid) & PART-II (Price bid). IN CASE THE BIDS ARE FOUND IN ONE SINGLE ENVELOPE THEN THE SAME ARE LIABLE TO BE REJECTED.
- b. PAYMENT WILL BE MADE ON ACTUAL BASIS HOWEVER MINIMUM WAGES DECLARED BY DGR AND VDA COMPONENT FROM TIME TO TIME SHOULD REMAIN PROTECTED.
- c. IF ANY OTHER ADDITION IS MADE OR ANY CONDITION IS ADDED BY THE BIDDER IN THE PRICE BID FORMAT THEN THE OFFER SHALL BE LIABLE FOR REJECTION.

4 AGENCY/CORPORATION HAS TO COMPLY WITH PAYMENT OF MINIMUM WAGES AND OTHER STATUTORY LEVIES AS PER PROVISION OF THE RESPECTIVE ACTS.

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We hereby accepted above (signature & seal of bidder)



Limited, Jhansi

Bharat Heavy Electricals

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PRICE BID (Security Wing) – Additional / Optional Scope

PRICE BID for items of additional / optional scope

S NO	Item	Quantity (nos)	Rate
1	Providing 150 cc or above engine capacity motorcycle having valid registration and in working condition with fuel and maintenance expenses all in bidder's scope	2	
2	Providing 1500 cc or above Diesel engine capacity 4 wheeler SUV vehicle having valid registration and in working condition with driver, fuel and maintenance expenses all in bidder's scope	1	

GST extra as applicable

CONDITIONS FOR ADDITIONAL / OPTIONAL PRICE BID

- Bidders are informed that above is part is Optional and will not be considered for evaluation of bids for determination of L1 bidder.**
- BHEL reserves the right to accept or not accept the rates in the Optional Price bid. The work will be awarded to the bidder who has been found to be L1 in the evaluation of the Main Price Bid only**